

**Council Members**

District 1: John Thomas  
District 2: Bob Anderson  
District 3: Everett Carolina  
District 4: Lillie Jean Johnson, *Vice Chair*  
District 5: Raymond L. Newton  
District 6: Steve Goggans  
District 7: Louis R. Morant, *Chairman*

**County Administrator**

Angela Christian

**Clerk to Council**

Theresa E. Floyd

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**November 9, 2021**

**5:30 PM**

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**GEORGETOWN COUNTY COUNCIL**  
**Council Chambers, 129 Screven Street, Suite 213,**  
**Georgetown, SC**

**AGENDA**

- 1. INVOCATION**
- 2. PLEDGE OF ALLEGIANCE**
- 3. APPROVAL OF AGENDA**
- 4. PUBLIC COMMENT**
- 5. APPROVAL OF MINUTES**
  - 5.a Regular Council Meeting - October 12, 2021**
- 6. CONSENT AGENDA**
  - 6.a Pictometry for GTC: Orthometric Aerial Capture**
  - 6.b Procurement #21-046, Electronic Waste Recycling Services**
  - 6.c Contract #20-059, Task Order #1-Construction Administration for Runway 5/23 Rehabilitation**
- 7. PUBLIC HEARINGS**
- 8. APPOINTMENTS TO BOARDS AND COMMISSIONS**
- 9. RESOLUTIONS / PROCLAMATIONS**
- 10. THIRD READING OF ORDINANCES**
- 11. SECOND READING OF ORDINANCES**
  - 11.a Ordinance No. 21-32 – An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the “County”), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Company”), Pursuant to which the County**

**Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the “Project”); and Other Matters Relating Thereto.**

- 11.b Ordinance No. 21-36 - An Ordinance to declare as surplus a tract of property Identified as TMS #05-0019-121-00-00, and TMS #05-0019-113-00-00, owned by Georgetown County, and located at 325 Dozier Street in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32.**
- 11.c Ordinance No. 21-38 - Amendment of the FY 2021/2022 Budget Ordinance**

## **12. FIRST READING OF ORDINANCES**

- 12.a Ordinance No. 21-39 - To amend the Future Land Use Map for two parcels (totaling 10.04 acres) located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown, TMS#s 03-0413-018-01-14 and 03-0413-018-01-10, from Commercial to Low Density Residential.**
- 12.b Ordinance No. 21-40 - To rezone 2 parcels totaling 10.04 acres located at 92 Fire Station Street (TMS 03-0413-018-01-14), and 11397 Pleasant Hill Drive (TMS 03-0413-018-01-10), in Georgetown County from General Commercial (GC) to Forest Agriculture (FA).**

## **13. COUNCIL BRIEFING AND COMMITTEE REPORTS**

## **14. BIDS**

## **15. REPORTS TO COUNCIL**

- 15.a Nonprofit Spotlight -- Winyah Rivers Foundation**
- 15.b Innovation Award Presentation**

## **16. DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

- 16.a (THIRD READING) Ordinance No. 20-59 - An Ordinance to revise the Rules of Procedure as previously adopted by Georgetown County Council.**
- 16.b (SECOND READING) Ordinance No. 21-37 - An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and among Georgetown County, South Carolina (The “County”), a Company Identified for the time being as Project Maverick Company A, and a Company Identified for the Time Being as Project Maverick Company B, Each Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Companies”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (Collectively, the “Project”);(2) the Benefits of a Multi-County Industrial or Business Park to be Made Available to the Companies and the**

**Project; (3) Certain Special Source Revenue Credits in Connection with the Project; and (4) Other Matters Relating Thereto.**

**17. LEGAL BRIEFING / EXECUTIVE SESSION**

**17.a Legal Advice Involving the County pursuant to S.C. Code Ann. § 30-4-70(a)(2)**

**17.b Legal Briefing Regarding Pending Litigation Involving the County and possibility of negotiated settlement pursuant to S.C. Code Ann. § 30-4-70(a)(2)**

**18. OPEN SESSION**

**19. ADJOURNMENT**

**Item Number:** 5.a  
**Meeting Date:** 11/9/2021  
**Item Type:** APPROVAL OF MINUTES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** County Council

**ISSUE UNDERCONSIDERATION:**  
Regular Council Meeting - October 12, 2021

**CURRENT STATUS:**  
Pending

**POINTS TO CONSIDER:**  
n/a

**FINANCIAL IMPACT:**  
n/a

**OPTIONS:**  
1. Approval of minutes as submitted.  
2. Offer amendments.

**STAFF RECOMMENDATIONS:**  
Adoption of meeting minutes.

**ATTORNEY REVIEW:**

**ATTACHMENTS:**

Description	Type
▣ DRAFT - 101221 Minutes	Backup Material



Georgetown County Council held a Regular Council Meeting on Tuesday, October 12, 2021, at 5:30 PM in the Howard Auditorium, 1610 Hawkins Street, Georgetown, South Carolina.

Present:        Bob Anderson                Louis R. Morant  
                     Everett Carolina            Raymond Newton  
                     Steve Goggans                John W. Thomas  
                     Lillie Jean Johnson

Staff:            Angela Christian            H. Thomas Morgan, Jr.  
                     Jackie Broach-Akers        John D. Watson  
                     Theresa E. Floyd

Other staff members, members of the public, and representatives of the media were also present. In accordance with the Freedom of Information Act, a copy of the agenda was sent to newspapers, television, and radio stations, citizens of the County, Department Heads, and posted on the bulletin board in the historic Courthouse.

Chairman Louis R. Morant called the meeting to order at 5:37 pm, and determined that there was a quorum present. Councilmember Everett Carolina gave an invocation, and all joined in the pledge of allegiance.

**APPROVAL OF AGENDA:**

Councilmember Raymond Newton moved for approval of the meeting agenda, to include a recommendation to move Item 15a, nonprofit spotlight, forward on the meeting agenda. Councilmember Bob Anderson offered a second. Chairman Morant called for discussion.

Councilmember Bob Anderson posed questions regarding the procurement matters included on the Consent Agenda pertaining to the 2021 Kubota Tractor, and Procurement 21-039, regarding the Impact Fee Study.

Nancy Silver, Georgetown County Procurement Officer, and Beth Goodale, Georgetown County Parks and Recreation Director, responded to Mr. Anderson's questions regarding the tractor equipment which is being purchased to replace County equipment stolen from 8 Oaks Park.

Holly Richardson, Georgetown County Planning Director, and Nancy Silver, Georgetown County Procurement Officer, responded to Councilmember Anderson's questions regarding the bid process, and scope of work included in the Impact Fee Study. Following a brief discussion, County Council's vote on the motion was as follows:

In favor:        Bob Anderson                Louis R. Morant  
                     Everett Carolina            Raymond Newton  
                     Steve Goggans                John W. Thomas  
                     Lillie Jean Johnson

**PUBLIC COMMENTS:**

Sheri Forrester

Prior to voicing her own concerns, Ms. Forester read a statement at the request of her neighbor, Lisa Emberger, voicing concerns that the rural area of the County where they reside does not have access to reasonable, reliable broadband service. This has become a significant problem throughout the pandemic as children are attending school virtually, and she has been forced to drive around town looking for available Wi-Fi.

Ms. Forrester reiterated the same concerns, stating that she has lived in the rural Santee Community for 18 years. Initially they had a landline, but the service was not good and eventually removed it. Now, like most other people, they rely only on cell service as options are limited. Recently, her mother-in-law suffered a heart event, and due to poor service was not able to get a call out. She texted "help" and 911 calls placed by others went to Charleston County. This generated a critical delay of 45 minutes, and she ultimately did not survive. The incident has shed light on the fact that she, and others living in the area, need better options.

Councilmember Everett Carolina responded to Ms. Forrester's comments stating that he would work with his colleagues to do everything possible to bring reliable cell service to that rural area of the county. He said there are resources, and he would personally do all within his capacity to reach out to providers to bring service to areas that are lacking.

**MINUTES:**

Regular Council Session – September 14, 2021

Councilmember Raymond Newton moved for approval of the minutes of County Council's meeting of September 14, 2021. Councilmember John Thomas seconded the motion. Chairman Louis Morant called for discussion on the motion, and none occurred.

In favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond Newton
	Lillie Jean Johnson	John W. Thomas

Abstained: Steve Goggans

**CONSENT AGENDA:**

*Two matters included on the Consent Agenda were approved by virtue of the agenda approval process:*

*2021 Kubota Tractor for Parks & Recreation* – County Council authorized the purchase and appropriation of Fund Balance (FY22) for a new tractor for Parks & Recreation from Tyler Equipment Co., Inc. in the amount of \$21,141.00, inclusive of sales tax.

*Procurement #21-039 Impact Fee Study* – County Council awarded a contract to TisherBise for the associated project in the amount of \$144,740.00.

**PUBLIC HEARINGS:**

Ordinance No. 21-34

County Council held a public hearing on Ordinance No. 21-34, an Ordinance to approve the 2021 revision to the Cultural Resource Element as part of Georgetown County's Comprehensive Plan. There were no

public comments pertaining to Ordinance No. 21-34, and Chairman Morant ordered the public hearing closed.

**RESOLUTIONS:**

Resolution No. 21-29

Councilmember Bob Anderson moved for the adoption of Resolution No. 21-29, a declaration of Council's official intent to reimburse financing proceeds for equipment purchased through a lease purchase financing agreement. Councilmember Everett Carolina offered a second. No discussion followed the motion.

In favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Proclamation No. 21-30

A motion was made by Councilmember Lillie Jean Johnson, and seconded by Councilmember Steve Goggans, for the adoption of Proclamation No. 21-30 to proclaim October 20, 2021 as "Unity Day" in Georgetown County. Chairman Louis Morant called for discussion on the motion, and there was none.

In favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Proclamation No. 21-31

Following a presentation by Public Services Director, Ray Funnye, who has been named by the Afterschool Alliance to serve as Afterschool Ambassador for our state, Councilmember John Thomas moved for the adoption of Proclamation No. 21-31, to proclaim "Lights on after School Day" in Support of Quality Innovative Afterschool Programs and Activities for Children. Councilmember Lillie Jean Johnson offered a second on the motion. Upon a call for discussion from the Chairman, there was none.

In favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

**ORDINANCES-Third Reading**

Ordinance No. 21-34

Councilmember Bob Anderson moved for third reading approval of Ordinance No. 21-34, an Ordinance to approve the 2021 revision to the Cultural Resource Element as part of Georgetown County's Comprehensive Plan. Councilmember Raymond Newton offered a second on the motion. Upon a call for discussion from the Chairman, there was none.

In favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

**ORDINANCES-Second Reading:**

Ordinance No. 21-35

Councilmember Raymond Newton moved for second reading approval of Ordinance No. 21-35 an Amendment of the FY 2021/2022 Budget Ordinance. Councilmember Everett Carolina offered a second on the motion. Chairman Louis Morant called for discussion.

Councilmember Raymond Newton moved to amend Ordinance No. 21-35 to incorporate text, as the ordinance was introduced by title only at first reading. Councilmember Everett Carolina seconded the motion. There was no further discussion.

In favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

The vote on the main motion was as follows:

In favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

**ORDINANCES-First Reading:**

*No reports.*

**COUNCIL BRIEFING & COMMITTEE REPORTS:**

*No reports.*

**BIDS:**

*No reports.*

**REPORTS TO COUNCIL:**

Nonprofit Spotlight – Miss Ruby’s Kids

*(This report we presented earlier during the meeting)*

In accordance with Georgetown County and the Bunnelle Foundation’s partnership to spotlight local nonprofits during each County Council meeting, Natasha Brockington, Executive Director, made a presentation on behalf of *Miss Ruby’s Kids*. *Miss Ruby’s Kids* began at Holy Cross Church as a one room school by Ms. Ruby Forsythe. At the time, the school offered the only educational opportunities for African American children. *Miss Ruby’s Kids* still provides early education opportunities, and literacy advantages for families today, as well as assistance to parents and caregivers to inspire a passion for learning in their children.

**DEFERRED OR PREVIOUSLY SUSPENDED ISSUES**

(THIRD READING) Ordinance No. 20-59 - An Ordinance to revise the Rules of Procedure as previously adopted by Georgetown County Council.

(PUBLIC HEARING) Ordinance No. 21-24 - To amend the Future Land Use (FLU) Map for a parcel located at 3138 Ocean Hwy in Pawleys Island, TMS # 04-0418-011-00-00, from Low Density Residential to Medium Density Residential.

(THIRD READING) Ordinance No. 21-24 - To amend the Future Land Use (FLU) Map for a parcel located at 3138 Ocean Hwy in Pawleys Island, TMS # 04-0418-011-00-00, from Low Density Residential to Medium Density Residential.

(THIRD READING) Ordinance No. 21-25 - To rezone a 14.77 acre tract located at 3138 Ocean Hwy in Georgetown, identified as TMS #04-0418-011-00-00, from ½ Acre Residential (R-½) to 10,000 Square Feet Residential (R-10).

(SECOND READING) Ordinance No. 21-32 – An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the “County”), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Company”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the “Project”); and Other Matters Relating Thereto.

**EXECUTIVE SESSION:**

Councilmember Raymond Newton made a motion to move into Executive Session to receive legal advice regarding three matters (1) litigation involving the County and possibility of a negotiated settlement pursuant to S.C. Code Ann. § 30-4-70(a)(2); (2) legal advice and discussion regarding Economic Development and negotiations of incentive packages pursuant to S.C. Code Ann. §30-4-70(a)(5); and (3) legal advice and discussion regarding contractual negotiations relating to the possible sale or lease of County properties pursuant to S.C. Code Ann. §30-4-70(a)(2). Councilmember Everett Carolina seconded the motion. Chairman Morant called for discussion on the motion, and there was none.

In favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

County Council moved into Executive Session at 6:15 pm.

**OPEN SESSION:**

A motion was made by Councilmember Bob Anderson to return to Open Session at 7:20 pm. Councilmember Raymond Newton seconded the motion. No discussion followed.

In favor:	Bob Anderson	Louis R. Morant
	Everett Carolina	Raymond Newton
	Steve Goggans	John W. Thomas
	Lillie Jean Johnson	

Chairman Louis Morant announced that during Executive Session, County Council discussed legal matters, as previously disclosed. No votes were taken, nor were any decisions made while County Council was in Executive Session. At this time Chairman Louis Morant called for further business to come before County Council.

Being no further business to come before County Council, Councilmember Raymond Newton made a motion to adjourn the meeting, at 7:21 pm.

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Date

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Clerk to Council

**Item Number:** 6.a  
**Meeting Date:** 11/9/2021  
**Item Type:** CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Services

**ISSUE UNDERCONSIDERATION:**

Georgetown County staff and citizenry require access to accurate orthometric imagery which provides additional tools that standard top-down imagery lacks.

These data are pivotal with regard to assessing drainage, development and natural resource impacts, and taxation. They allow staff to conduct desktop review and assess locations that would otherwise be inaccessible. These data also allow for detailed critical scenario evaluation in ways that wouldn't be otherwise feasible.

**CURRENT STATUS:**

Pictometry is a subscription-based service that has been under contract with Georgetown County for the past five years to provide this orthometric aerial imagery.

This contract initially executed the first imagery capture in 2017 and was slated for secondary capture within the previous fiscal year. However, this capture was delayed due to uncertainties surrounding the COVID-19 pandemic.

This imagery is available via a desktop application and will be available and accessed through the county's asset management system currently being implemented.

**POINTS TO CONSIDER:**

- The second aerial capture (fly-over) is scheduled to occur in late January into early February of 2022.
- This is the most conducive time for aerial imagery and orthometric data capture, yielding the most favorable spectral and foliage opportunities.
- Without this service, numerous departments within the county are unable to perform their jobs in a manner that is efficient and fiscally prudent.

**FINANCIAL IMPACT:**

The service costs \$50,000 per year for a three-year commitment, totaling \$150,000 when final payment is rendered in 2023. Purchase is fully funded in account 010.127.50406 in the amount of \$25,000 and 504.901.50406 in the amount of \$25,000.

**OPTIONS:**

- 1) Approve the expenditure for Pictometry services, or
- 2) Decline to approve the expenditure for Pictometry services.

**STAFF RECOMMENDATIONS:**

Staff recommends option 1, above.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description	Type
▫ Agreement Between Pictometry & Georgetown County	Backup Material



**AGREEMENT BETWEEN  
PICTOMETRY INTERNATIONAL CORP. ("PICTOMETRY") AND  
GEORGETOWN COUNTY, SC ("CUSTOMER")**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute this "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to this Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising this Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions; Product Descriptions, Prices and Payment Terms; License Terms in order as listed above under the heading 'Section B: License Terms'; and Order Form.
3. All notices under this Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
716 Prince St.	25 Methodist Hill Drive
Georgetown, SC 29440	Rochester, NY 14623
Attn: Sel Hemingway, County Administrator	Attn: Contract Administration
Phone: (843) 545-3006	Phone: (585) 486-0093 Fax: (585) 486-0098



Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. This Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under this Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under this Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under this Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to this Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to this Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of this Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of this Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

**PARTIES:**

CUSTOMER	PICTOMETRY
GEORGETOWN COUNTY, SC	PICTOMETRY INTERNATIONAL CORP.
(entity type) Political Subdivision	a Delaware corporation
SIGNATURE: 	SIGNATURE: 
NAME: Johnny Morant	NAME: Linda E. Salpini
TITLE: County Council Chair	TITLE: Corporate Vice President
DATE: October 11, 2016	EXECUTION DATE: 10/26/2016
	DATE OF RECEIPT (EFFECTIVE DATE): 10/26/2016

**SECTION A****PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS**

Pictometry International Corp.  
25 Methodist Hill Drive  
Rochester, NY 14623

**ORDER #**

C184647

**BILL TO**

Georgetown County, SC  
Sel Hemingway, County Administrator  
716 Prince St.  
Georgetown, SC 29440  
(843) 545-3006  
shemingway@gtcounty.org

**SHIP TO**

Georgetown County, SC  
Sel Hemingway, County Administrator  
716 Prince St.  
Georgetown, SC 29440  
(843) 545-3006  
shemingway@gtcounty.org

**CUSTOMER ID**

A119815

**SALES REP**

brobe

**FREQUENCY OF PROJECT**

Triennial

**FIRST PROJECT**

QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
954	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$63.75 (15.0%)	\$60,817.50
122	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$340.00 (15.0%)	\$41,480.00
57,000	ChangeFinder - Change Detection with Customer's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35		\$19,950.00
57,000	ChangeFinder - Building Outlines with Customer's Electronic Parcel Files	Outlines will be generated off the data source indicated in the Product Parameters. For Pictometry imagery – the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels,	\$0.32		\$18,240.00

		including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
2	FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, per person round trip airfare at standard coach class rates through Pictometry's travel provider only.) Must be redeemed within three years of agreement execution date. Applicable Terms and Conditions: Order Form	\$2,499.00		\$4,998.00
954	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$477.00
832	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$416.00
122	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$244.00
122	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$244.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Pictometry CONNECTAssessment	Pictometry CONNECTAssessment allows a user the ability to log in and access Pictometry ChangeFinder data and Pictometry-hosted imagery libraries, which have been licensed to the Customer and specified elsewhere in this Agreement, via a web-based application. The number of concurrent authorized users is specified in Customer's existing Connect agreement. Access runs concurrent with last activation (and scheduled expiration) of the Customer's existing Connect account. This offering requires an active Pictometry CONNECT account. Applicable Terms and Conditions: Online Services General Terms and Conditions	\$5,000.00	\$0.00 (100.0%)	\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
954	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are	\$10.00	\$0.00 (100.0%)	\$0.00

		provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$9,900.00	\$0.00 (100.0%)	\$0.00
122	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00	\$0.00 (100.0%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$147,065.50

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT
954	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$75.00	\$71.25 (5.0%)	\$67,972.50
122	IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector	Product includes 4-inch GSD oblique frame images (4-way), 4-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.32 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.33 feet/pixel, Middle Line: 0.36 feet/pixel, Back Line: 0.44 feet/pixel. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$400.00	\$380.00 (5.0%)	\$46,360.00
57,000	ChangeFinder - Change Detection with Customer's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery - the most nadir orthorectified orthogonal frame image within the associated Data Source indicated in the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated in the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. The final parcel count for this order will be based on the total record count of the final parcel file provided by Customer at the time the project is initiated. The Customer will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.35		\$19,950.00
954	Tiles - Standard (9in GSD; JPG format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$9,540.00

		Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use			
122	Tiles - Standard (4in GSD; JPG format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in JPG Format. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$20.00		\$2,440.00
954	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$477.00
832	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$0.50		\$416.00
122	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MrSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$244.00
122	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MrSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details. Applicable Terms and Conditions: Delivered Content Terms and Conditions of Use	\$2.00		\$244.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately. Applicable Terms and Conditions: Order Form	\$199.00		\$199.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s) Applicable Terms and Conditions: Online Services General Terms and Conditions; Software License Agreement	\$9,900.00	\$0.00 (100.0%)	\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation. Applicable Terms and Conditions: Software License Agreement	\$0.00		\$0.00
1	RapidAccess - Disaster Response Program	RapidAccess - Disaster Response Program is an emergency response program offering flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program. Applicable Terms and Conditions: Order Form	\$0.00		\$0.00
SUBTOTAL - SECOND PROJECT					\$147,842.50

Thank you for choosing Pictometry as your service provider.

**TOTAL**

**\$294,908.00**

<sup>1</sup>Amount per product = ((1-Discount %) \* Qty \* List Price)

The following are modifications to the standard product specifications for products listed above:

2014 Customer TIFs at 4INCH GSD have been approved with Modified specs:

Approved with Modified Technical Specifications: The process is greater than 95% accurate – the standard error rate is 5% for false positives, and 0.5% for false negatives.

- False Positive Rate: ratio of buildings with fault state for all Changed/New/Demolished buildings less than or equal to 5.0%
- False Negative Rate: ratio of buildings with fault state for Existing buildings less than or equal to 0.5%
- The service postulates imagery with low off-nadir (The sides of houses cannot be seen) is used. All problems arising from off-nadir of imagery are out of the specifications.

## FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement ("Fees") are expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts due under this Agreement including, but not limited to, attorneys' fees and court costs.

### FIRST PROJECT

Due at Signing	\$12,255.46
Due at Initial Shipment of Imagery	\$36,766.38
Due at First Anniversary of Shipment of Imagery	\$49,021.83
Due at Second Anniversary of Shipment of Imagery	\$49,021.83
<b>Total Payments</b>	<b>\$147,065.50</b>

### SECOND PROJECT

Due at Initial Shipment of Imagery	\$49,280.83
Due at First Anniversary of Shipment of Imagery	\$49,280.83
Due at Second Anniversary of Shipment of Imagery	\$49,280.84
<b>Total Payments</b>	<b>\$147,842.50</b>

## PRODUCT PARAMETERS

### FIRST PROJECT

#### IMAGERY

<b>Product:</b>	<b>IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector</b>
<b>Elevation Source:</b>	USGS
<b>Leaf:</b>	Leaf Off: Less than 30% leaf cover
<b>Product:</b>	<b>IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector</b>
<b>Elevation Source:</b>	USGS
<b>Leaf:</b>	Leaf Off: Less than 30% leaf cover

#### CHANGEFINDER

<b>Product:</b>	<b>ChangeFinder - Change Detection with Customer's Electronic Parcel Files</b>
<b>Data Source – Base:</b>	Customer Imagery
<b>Data Source Year – Base:</b>	2014
<b>Data Source – Comparison:</b>	Pictometry Imagery
<b>Data Source Year – Comparison:</b>	2017
<b>Deck Identification:</b>	Included in Building Outlines
<b>Regional Status Report Requested:</b>	
<b>Special Instructions:</b>	2014 Customer TIFs at 4INCH GSD have been approved with Modified specs.

<b>Product:</b>	<b>ChangeFinder - Building Outlines with Customer's Electronic Parcel Files</b>
<b>Data Source – Base:</b>	Customer Imagery
<b>Data Source Year – Base:</b>	2014

*Data Source – Comparison:*  
*Data Source Year – Comparison:*  
*Deck Identification:*  
*Regional Status Report Requested:*  
*Special Instructions:*

Pictometry Imagery  
2017  
Included in Building Outlines

2014 Customer TIFs at 4INCH GSD have been approved with Modified specs.

Customer represents and warrants that it owns all right, title, and interest in and to any non-Pictometry imagery and/or outlines provided by Customer to Pictometry and all necessary rights, power, and authority to provide Pictometry with a copy of such non-Pictometry imagery and/or outlines and authorize Pictometry to include such non-Pictometry imagery and/or outlines in the CONNECT service provided to Customer.

#### CONNECT

**Product:** Pictometry Connect - CA - 100  
*Admin User Name:* Sel Hemingway  
*Admin User Email:* shemingway@gtcounty.org  
*Requested Activation:* at delivery of imagery  
*Special Instructions:*  
*Geofence:* SC Georgetown (Primary Geofence)

## SECOND PROJECT

#### IMAGERY

**Product:** IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector  
*Elevation Source:* USGS  
*Leaf:* Leaf Off: Less than 30% leaf cover

**Product:** IMAGERY - NEIGHBORHOOD - 4-way (N5) (4in) Per Sector  
*Elevation Source:* USGS  
*Leaf:* Leaf Off: Less than 30% leaf cover

#### CHANGEFINDER

**Product:** ChangeFinder - Change Detection with Customer's Electronic Parcel Files  
*Data Source – Base:* Pictometry Outlines  
*Data Source Year – Base:* 2017  
*Data Source – Comparison:* Pictometry Imagery  
*Data Source Year – Comparison:* 2020  
*Deck Identification:* Included in Building Outlines  
*Regional Status Report Requested:*  
*Special Instructions:*

#### CONNECT

**Product:** Pictometry Connect - CA - 100  
*Admin User Name:* Sel Hemingway  
*Admin User Email:* shemingway@gtcounty.org  
*Requested Activation:* at delivery of imagery  
*Special Instructions:*  
*Geofence:* SC Georgetown (Primary Geofence)

## STANDARD ORTHO MOSAIC PRODUCTS

Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible outlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

## RapidAccess—Disaster Response Program (“DRP”)

Customer is eligible for DRP described below from the Effective Date through the second anniversary of the initial Project delivery. Following payment to Pictometry of amounts due with respect to each subsequent Project, Customer will be eligible for the then-current DRP for a period of two years from delivery of such subsequent Project. Customer must be in good-standing with Pictometry to maintain eligibility for DRP.



- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for DRP:
- ☐ **Hurricane:** areas affected by hurricanes of Category II and higher.
  - ☐ **Tornado:** areas affected by tornados rated EF4 and higher.
  - ☐ **Terrorist:** areas affected by damage from terrorist attack.
  - ☐ **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
  - ☐ **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis.
- B. Discounted Rate** – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tomadoes below EF4 or earthquakes rated below 6.0 on the Richter scale will be, subject to Pictometry resource availability, offered to Customer at the then current DRP rates.
- C. Online Services – Use of Pictometry Connect Explorer™** – Pictometry’s DRP includes the use of Connect Explorer for a term of ninety days from the date of delivery of the DRP imagery. Customer shall have access to the DRP imagery for as long as they maintain an active Connect account.

## SECTION B

## LICENSE TERMS

### PICTOMETRY DELIVERED CONTENT TERMS AND CONDITIONS OF USE

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

#### 1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

#### 2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
  - (a) install the Delivered Content on Authorized Systems;
  - (b) permit access and use of the Delivered Content through Authorized Systems by:
    - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
    - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
    - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
- 2.2 You may not reproduce, distribute or make derivative works based upon the Delivered Content in any medium, except as expressly permitted in the Delivered Content Terms and Conditions.
- 2.3 You may not offer any part of the Delivered Content for commercial resale or commercial redistribution in any medium.
- 2.4 You may not distribute or otherwise make available any Delivered Content to Google or its affiliates, either directly or indirectly.
- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

#### 3. OBLIGATIONS OF CUSTOMER

- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

#### 4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

#### 5. TRADEMARKS; CONFIDENTIALITY

- 5.1 Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.
- 5.2 Confidentiality of Delivered Content.** The Delivered Content consists of commercially valuable, proprietary products owned by Pictometry, the design and development of which reflect an investment of considerable time, effort, and money. The Delivered Content is treated by Pictometry as confidential and contains substantial trade secrets of Pictometry. You agree that you will not disclose, provide a copy of, or disseminate the Delivered Content (other than as expressly permitted in the Delivered Content Terms and Conditions) or any part thereof to any person in any manner or for any purpose inconsistent with the license granted to you in the Delivered Content Terms and Conditions. You agree to use your best efforts to assure that your personnel, and any others afforded access to the Delivered Content, protect the Delivered Content against unauthorized use, disclosure, copying, and dissemination, and that access to the Delivered Content and each part thereof will be strictly limited.

#### **6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES**

- 6.1 Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
- 6.3 Limitation of Liability.** With respect to any other claims that you may have or assert against Pictometry on any matter relating to the Delivered Content, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry in payment for Delivered Content during the immediately preceding twenty-four (24) month period.

#### **7. MISCELLANEOUS PROVISIONS**

- 7.1 Restricted Rights.** Delivered Content acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable.
- 7.2 Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

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[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

## SECTION B

## LICENSE TERMS

### PICTOMETRY ONLINE SERVICES GENERAL TERMS AND CONDITIONS

These Pictometry Online Services General Terms and Conditions (the "General Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "License Agreement") that governs your use of the Pictometry online services (the "Online Services"), the images available in the Online Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the License Agreement.

#### 1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to access and use the Online Services and the Licensed Content obtained or derived from the Online Services solely for your internal business purposes and not for resale or redistribution. The rights granted to you include, subject to the restrictions set forth below and on the Order Form, the right to copy limited portions of the Licensed Content onto your computer to facilitate preparation of hardcopies and work product records, and the right to make hardcopies of the Licensed Content, provided that the Licensed Content and the permitted copies thereof may not be sold, leased, loaned, distributed, or copied for use by anyone other than you.
- 1.2 You may not make the Online Services available to any other party.
- 1.3 You may not copy the Licensed Content or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the Online Services.
- 1.4 You may not distribute or otherwise make available any Licensed Content to Google or its affiliates, either directly or indirectly.
- 1.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 1.6 You may not remove, alter or obscure copyright notices or other notices contained in the Licensed Content.
- 1.7 You may not offer any part of the Online Services or the Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.8 You may not use the Online Services or the Licensed Content to compete with any businesses of Pictometry.
- 1.9 You may not use information included in the Online Services or the Licensed Content to determine an individual consumer's eligibility for (a) credit or insurance for personal, family, or household purposes; (b) employment; or (c) a government license or benefit. The term "consumer" is defined in the United States Fair Credit Reporting Act at 15 USC §1681.
- 1.10 You may not access the Online Services via mechanical, programmatic, robotic, scripted or any other automated means. Unless otherwise agreed by Pictometry in writing, use of the Online Services is permitted only via manually conducted, discrete, human-initiated individual search and retrieval activities.
- 1.11 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the Online Services and the Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Online Services or the Licensed Content acquire any proprietary interest in the Online Services, the Licensed Content, or any copies thereof, except the limited use rights granted herein.

#### 2. ACCESS TO SERVICES

- 2.1 Only you, your employees, and temporary or contract employees dedicated to performing work exclusively for you (each, an "Eligible User" and collectively, the "Eligible Users") are eligible to access and use the Online Services and the Licensed Content pursuant to the License Agreement. Each Eligible User to be provided access to the Online Service shall be assigned a unique login/password ("Pictometry Credential") for purposes of accessing the Online Services. You agree that each Pictometry Credential shall only be used by the Eligible User to whom it was originally assigned and that Pictometry Credentials may not be shared with, or used by, any other person, including other Eligible Users. You will promptly deactivate an Eligible User's Pictometry Credential in the event the Eligible User no longer meets the eligibility requirements or you otherwise wish to terminate the Eligible User's access to the Online Services. You are responsible for all use of the Online Services accessed with Pictometry Credentials issued to your Eligible Users, including associated charges, whether by Eligible Users or others. You will use reasonable commercial efforts to prevent unauthorized use of Pictometry Credentials assigned to your Eligible Users and will promptly deactivate any Pictometry Credentials you suspect are lost, stolen, compromised, or misused.
- 2.2 The Online Services, the Licensed Content, and features and functionality within the Online Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the Online Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

#### 3. DISCLAIMERS

- 3.1 The Online Services and the Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The Online Services and the Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the Online Services or from the Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the Online Services or contained in the Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the Online Services and the Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the Online Services and the Licensed Content hereby disclaim all liability for damages claims and expenses arising from such use.
- 3.6 Your reliance on the Online Services and the Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content assume no responsibility for any consequences resulting from the use of the Online Services or the Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the Online Services or the Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the Online Services and the Licensed Content.
- 3.9 By accepting these General Terms and Conditions or by using the Online Services or the Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the Online Services or the Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the Online Services or the Licensed Content.

#### 4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the Online Services and the Licensed Content available to you and your Eligible Users as authorized expressly by this License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE ONLINE SERVICES AND LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the Online Services or the Licensed Content, (b) the unavailability or interruption of the Online Services or any features thereof or the Licensed Content, (c) your or an Eligible User's use of the Online Services or the Licensed Content, (d) the loss or corruption of any data or equipment in connection with the Online Services or the Licensed Content, (e) the content, accuracy, or completeness of the Licensed Content, all regardless of whether you received assistance in the use of the Online Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the Online Services.
- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USER'S) INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
  - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
  - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
  - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

#### 6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 25 Methodist Hill Drive, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement,

the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

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**[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]**

## SECTION B

## LICENSE TERMS

### PICTOMETRY SOFTWARE LICENSE AGREEMENT

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3. **TITLE.** The Proprietary Materials are confidential information of, trade secrets of, and are proprietary to Pictometry. Title to the Proprietary Materials is and will remain in Pictometry and its licensors. All applicable rights to patents, copyrights, trademarks, trade secrets, and other intellectual property rights in the Proprietary Materials are and will remain in Pictometry and its licensors. You will not assert any right, title or interest in the Proprietary Materials provided to you under this License, except for the express license granted to you hereunder. You will not remove any copyright or other proprietary notice or legend contained on or included in any Proprietary Materials and you will reproduce all such information on all copies made hereunder. You will keep the Proprietary Materials free of all claims, liens and encumbrances.
4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
  - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
  - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
  - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
  - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
  - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

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[END OF SOFTWARE LICENSE AGREEMENT]



## SECTION C

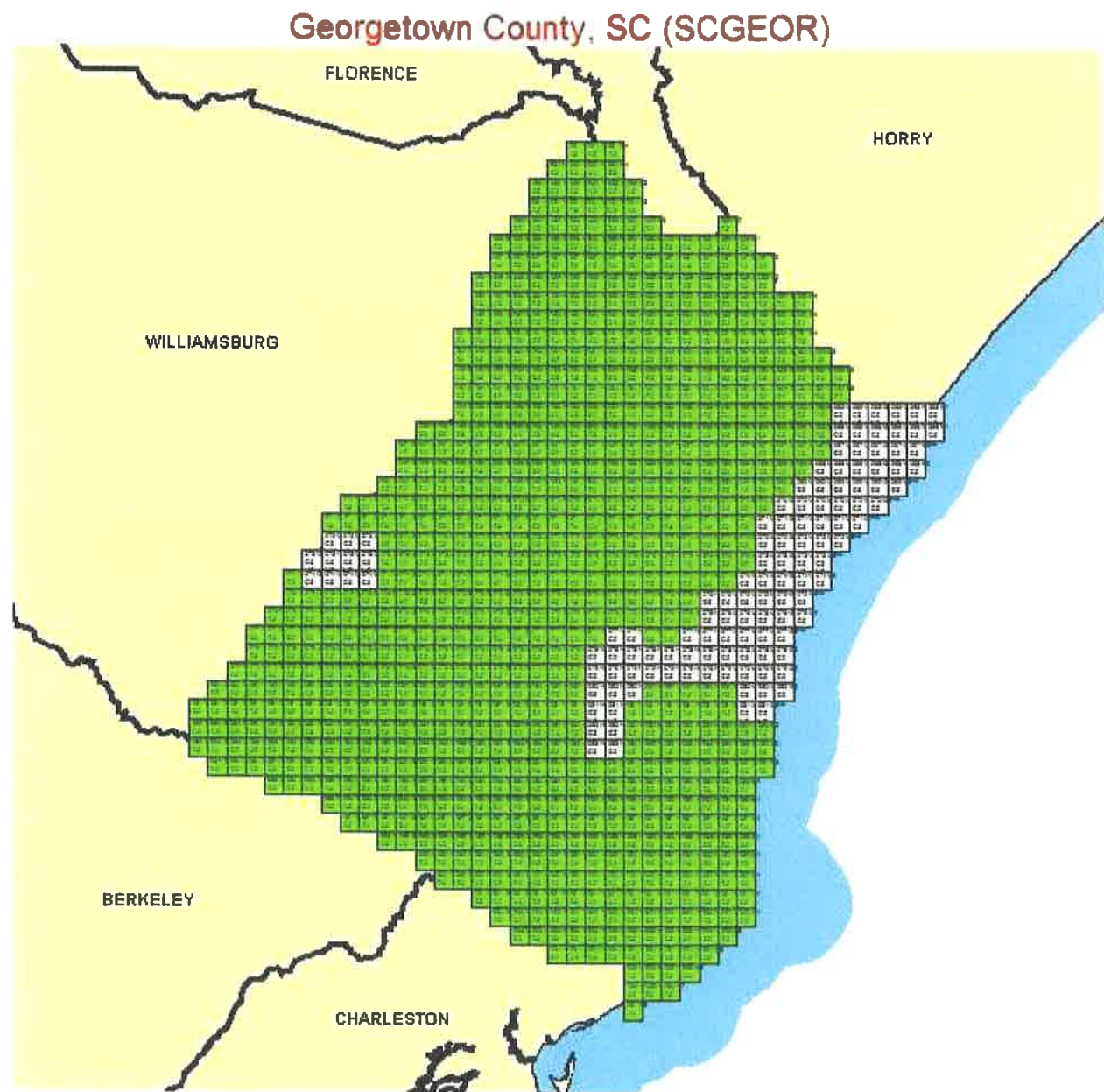
## NON-STANDARD TERMS AND CONDITIONS

1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the Second Project under the terms and conditions of this Agreement are not lawfully appropriated for the purchase of oblique imagery, the following provisions shall apply:
  - a. Customer will provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the Second project; and
  - b. This Agreement will remain in full force and effect, however commencement of the Second Project will be deemed postponed until such time as funds for the Second Project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the Second Project.

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[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP(S)



Community Sectors: 954      Neighborhood Sectors: 122

**Item Number:** 6.b  
**Meeting Date:** 11/9/2021  
**Item Type:** CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDERCONSIDERATION:**

Procurement #21-046, Electronic Waste Recycling Services

**CURRENT STATUS:**

The County's current agreement for the provision of Electronic Waste (E-scrap) Recycling Services with Synergy Recycling, LLC has reached the 5 yr. maximum term limitation and thus was rebid.

**POINTS TO CONSIDER:**

This solicitation was advertised in a newspaper of general circulation in Georgetown County and posted on the SC Business Opportunities On-Line Publication (SCBO) and County's Vendor Registry websites, and directly emailed to all known offerors. There were seven (7) bids received:

- 1) evTerra Recycling of Forest Park, GA;
- 2) Electronic Recyclers International of Badin, NC;
- 3) Powerhouse Recycling, Inc. of Salisbury, NC;
- 4) Intelligent Lifecycle Solutions, LLC of Williston, SC;
- 5) Cornerstone Technologies, Inc. of Norcross, GA;
- 6) SESC of Chesterfield, SC; and
- 7) Synergy Recycling, LLC of Madison, NC.

Price structure was weighted by type of electronic waste (i.e. CRT TVs, LCD TVs, Printers, Desktop Computers, Rear Projection TVs, CRT Monitors, Copiers, and Misc.) and per pound costs were provided for each description which resulted in a mix of cost or revenue depending on the type of electronic waste.

**FINANCIAL IMPACT:**

These services are funded in GL account number 502.308-50431, Solid Waste Fund, Recycling-Other Professional Services up to \$48,000 annually.

**OPTIONS:**

- 1) Award a contract to Intelligent Lifecycle Solutions, LLC of Williston, SC.
- 2) Deny the award.

**STAFF RECOMMENDATIONS:**

The bid proposals received were reviewed by the Public Services Department and Environmental Services Division. All seven (7) bids received were found to be complete bid packages responding to all items and meeting required specifications. While Cornerstone Technologies was

the lowest bidder, they provided pricing for copier machines by the unit vs. by the pound, which made calculating an equivalent pricing challenging. Copiers only result in .10% of the total weighted value. When copier estimates were excluded, they were no longer the low bidder. Further, our concerns regarding Cornerstone were twofold: they do not have any references for work done in SC, and they primarily provide buy-back solutions for organizations. Thus, we were not confident they could provide the services needed by Georgetown County. Intelligent Lifecycle Solutions submitted the 2<sup>nd</sup> lowest bid. They provide service for several Counties in SC with circumstances comparable to Georgetown County. Further, those counties have provided favorable reference checks. Based upon the aforementioned, staff recommends awarding the contract to Intelligent Lifecycle Solutions. Expected costs under this contract with this vendor are \$31,191.00 annually, looking at historical usage.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description		Type
▢	Recommendation from Mr. Ray Funnye, Director of Public Services	Cover Memo
▢	Projected Expenses Email from Ms. Michelle LaRocco, Environmental Services Division Manager	Cover Memo




**Georgetown County**  
**Department of Public Services**  
*Innovative Leadership & Teamwork!*



## **Memorandum**

To: Nancy Silver, Purchasing Officer  
From: Ray C. Funnye, Director of Public Services  
Date: October 26, 2021  
RE: Recommendation for Procurement 21-046 – E-Scrap Recycling Services



---

On September 15, 2021 Georgetown County received 7 bids for Electronic Waste Recycling Services.

The lowest responsive bidders for this service were Cornerstone Technologies and Intelligent Lifecycle Solutions. While Cornerstone Technologies was ostensibly the lowest bidder, they provided pricing for recycling copier machines by the unit and not by the pound, which made calculating an equivalent pricing challenging. When copier estimates were excluded they were no longer the low bidder. Further, our concerns regarding Cornerstone Technologies were twofold: they do not have any references for work done in South Carolina, and they primarily provide buy-back solutions for organizations. Thus, we were not confident they could provide the services needed by Georgetown County. Intelligent Lifecycle Solutions, however, provides service for several Counties in South Carolina with circumstances comparable to Georgetown County. Further, those counties have responded positively regarding the services of Intelligent Lifecycle Solutions.

Based upon the aforementioned, I recommend Bid #21-046 for E-Scrap Recycling Services be awarded to Intelligent Lifecycle Solutions.

### **Administration**

108 Screven Street • PO Drawer 421270 • Georgetown, SC 29440  
Phone: 843-545-3325 • Fax: 843-545-3648 • email: rcfunnye@gtcounty.org

## Ewaste Bid Calculations

Michelle LaRocco <mlarocco@gtcounty.org>

Thu 10/28/2021 3:59 PM

To: Nancy Silver <nsilver@gtcounty.org>

Based on our average tonnage and breakdown of material types we project the following expenses.

Intelligent Lifecycle Solutions: \$35,991 when including \$4,800 flat fee of trailer rental, \$31,191 when that is eliminated

Cornerstone technologies: \$ 32,674 when calculating copiers per pound. When copiers are eliminated from the calculations - \$49,048 per year

Michelle LaRocco (she/her)  
Manager, Environmental Services Division  
Georgetown County  
Department of Public Services

201 Landfill Drive  
Georgetown, SC 29440  
843-545-3443





Item Number: 6.c  
Meeting Date: 11/9/2021  
Item Type: CONSENT AGENDA

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Purchasing

**ISSUE UNDER CONSIDERATION:**

Contract #20-059, Task Order #1-Construction Administration for Runway 5/23 Rehabilitation

**CURRENT STATUS:**

In the regular session of January 12, 2021, County Council awarded a Professional Services Agreement to Talbert & Bright, Inc. for Airport Engineering and Planning Services. Work under this agreement is approved by individual task orders. The current task order proposed falls within the Council's dollar approval limit.

**POINTS TO CONSIDER:**

- 1) Georgetown County uses this IDIQ contract extensively and has a good relationship with the vendor, Talbert & Bright. Subsequent to the original contract award, this is the first task order under this contract. Prior design work for this project was issued as a previously approved task order under Talbert & Bright's now expired contract #15-073.
- 2) The current request for approval of Task Order #1 will be in the amount of \$202,813.40 requiring Council's approval, and will be for contract and grant administration services for the runway 5/23 rehabilitation project at the Georgetown County airport .
- 3) Work will also include the subconsultant services provided by Soil Consultants, Inc. for quality assurance testing.

**FINANCIAL IMPACT:**

This task order is fully funded in GL Account #99501.609-50705, AIP24 Rehab Runway 5/23 Constrct. Airport Commission-Improvements.

**OPTIONS:**

- 1) Approve Task Order 1, and the associated purchase order, to Talbert & Bright, Inc. in the amount of \$202,813.40 as proposed, or
- 2) Decline to approve.

**STAFF RECOMMENDATIONS:**

The Task Order 1 request was signed by James Taylor, Airport Manager as an indicator of his recommendation to proceed with the proposal received by Talbert & Bright.

**ATTORNEY REVIEW:**

No

**ATTACHMENTS:**

Description

Type

- ▣ PO# 2022-147
- ▣ Contract #20-059, Task Order #1

Cover Memo

Cover Memo



**Bill To**

GEORGETOWN COUNTY  
ATTN ACCOUNTS PAYABLE  
PO BOX 421270  
GEORGETOWN, SC 29442-4200

**Ship To**

GEORGETOWN COUNTY AIRPORT  
129 AIRPORT ROAD  
HIGHWAY 17 SOUTH aka Fraser St  
GEORGETOWN, SC 29440

**Purchase Order**

No. 2022-00000147

10/29/21

PURCHASE ORDER NUMBER MUST APPEAR ON ALL  
INVOICES, SHIPMENTS, BILL OF LADING, AND  
CORRESPONDENCE

**Vendor** 102792 TALBERT & BRIGHT INC**Contact**

TALBERT & BRIGHT INC  
ATTN: ACCOUNTS RECEIVABLE  
4810 SHELLEY DRIVE  
WILMINGTON, NC 28405

**Deliver by** 01/31/22  
**Ship Via** NONE  
**Freight Terms** SITEWORK  
**Originator** James Taylor  
**Resolution Number** 20-059, TO #1  
**Invoice Terms** N30

Quantity	U/M	Description	Part Number	Unit Cost	Total Cost
202813.4000	\$/US	Runway 5/23 Rehabilitation at the Georgetown County Airport	20-059, 2601-2103	\$1.0000	\$202,813.40
<b>Item Description</b> project formulation, grant admin, construction admin, subconsult					
<b>Detail Description</b> Contract #20-059, Task Order #1					
<b>G/L Account</b>		<b>Project</b>		<b>Amount</b>	<b>Percent</b>
99501.609-50705 (Improvements)					100.00%

Level	Level Description	Date	Approval User
1	Dept Entry	10/29/2021	James Taylor
3	Purchasing	10/29/2021	Nancy Silver

**Subtotal** \$202,813.40**Sales Tax** \$0.00**Total Due** \$202,813.40

SIGNATURE

SIGNATURE

**Special Instructions**

This purchase item is part of an awarded contract for "Indefinite Delivery / Indefinite Quantity" (IDIQ).  
 EMail To: Al Smith<asmith@tbiilm.com> Company: Talbert & Bright, Inc.  
 Contract Ref: # 20-059, Task Order #1  
 FROM: Georgetown County, SC Purchasing Office; PHONE: (843)545-3083 FAX: (843)545-3500 E-MAIL:  
purch@gtcounty.org



# Georgetown County, South Carolina

## Execution of Contract Change or Adjustment

Type of Change: ☐ Change Order ☐ Contract Amendment ☐ Task Order ☐ Other:

Contract #	Sequence #	Amendment #
Project #	GL Account	Purchase Order
PRIOR Contract \$ Total	\$ Amount of this Change (+/-)	REVISED Contract \$ Total

Administration Use ONLY		
	Signature	Date
Budget Verified:	<i>Nancy Sikes</i>	10/29/2021
Change Originator:		

<b>Consultant Name:</b>	
<b>Contract Title:</b>	
<b>Task Order Name:</b>	
<b>Scope of Work:</b>	
<b>List Authorized Sub-Consultants:</b>	
<b>Deliverables:</b>	
<b>Justification for Change:</b>	
<b>Start Date:</b>	<b>Completion Date:</b>

*The parties indicated herein have executed this agreement on the dates written below, the latest of which shall be deemed to be the effective date. No payment will be made for any work performed prior to the effective date. Unless otherwise indicated, receipt of this executed agreement is your Notice to Proceed with the work specified herein.*

<p>Georgetown County, SC Signatures:</p> <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">               _____              Date           </div> <div style="text-align: center;">             21              _____              Date           </div> </div> <div style="margin-top: 20px;"> <p>_____              Louis R. Morant              County Council Chairman</p> <p style="text-align: right;">_____              Date</p> </div>	<div style="border-bottom: 1px solid black; padding-bottom: 10px;"> <div style="display: flex; justify-content: space-between;"> <div style="text-align: center;"> <p>See Signed Proposal</p> <p>(Signature)</p> </div> <div style="text-align: center;"> <p>8/17/2021</p> <p>Date</p> </div> </div> </div> <div style="padding-top: 10px;"> <p><b>NOTES:</b></p> <p>1. This form is intended as a guide to identify minimum requirements for a contract change or adjustment. All changes must also be compliant with the provisions of the contract.</p> <p>2. Where the intended change cannot be accommodated on this form; use as a cover (noting "See Attached" in the appropriate spaces above) to provide accounting codes, Admin authorization and signatures. Any substitute format <b>must</b> include all elements of this form for each item of work.</p> <p>3. Attach additional budget forms as needed when multiple tasks and resources are proposed.</p> </div>
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**Item Number:** 11.a

**Meeting Date:** 11/9/2021

**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Economic Development

**ISSUE UNDERCONSIDERATION:**

Ordinance No. 21-32 – An Ordinance Authorizing (1) the Execution and Delivery of a Fee In Lieu of Tax and Incentive Agreement by and between Georgetown County, South Carolina (the “County”), and Santee Electric Cooperative, Inc., Acting for Itself, One or More Affiliates, and/or Other Project Sponsors (Collectively, the “Company”), Pursuant to which the County Shall Covenant to Accept Certain Negotiated Fees in Lieu of Ad Valorem Taxes with Respect to the Establishment and/or Expansion of Certain Facilities in the County (the “Project”); and Other Matters Relating Thereto.

**CURRENT STATUS:**

Pending

**POINTS TO CONSIDER:**

Georgetown County, South Carolina, acting by and through its County Council, is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended, and particularly Title 12, Chapter 44 of the Code: (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of ad valorem tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project.

Santee Electric Cooperative, Inc., acting for itself, one or more affiliates, and/or project sponsors, are considering the establishment and/or expansion of certain commercial and related facilities at one or more locations in the County, and anticipates that, should its plans proceed as expected, it will invest, or cause to be invested, at least \$12,000,000, in the Project.

Based solely on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Negotiated FILOT Act, and in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council has agreed to provide the benefits of a negotiated FILOT with respect to the Project.

The County and the Company have agreed to a Fee in Lieu of Tax and Incentive Agreement with respect to the Project. The Incentive Agreement is to be finalized, and dated contemporaneously with the adoption of this Ordinance, or such other date as the parties may agree thereto.

**FINANCIAL IMPACT:**

**OPTIONS:**

1. Adopt Ordinance No. 21-32

1. Adopt Ordinance No. 21-32
2. Do not adopt Ordinance No. 21-32

**STAFF RECOMMENDATIONS:**

Adoption of Ordinance No. 21-32.

**ATTORNEY REVIEW:**

**ATTACHMENTS:**

Description	Type
□ Ordinance No. 21-32 Santee Electric FILOT	Ordinance

**GEORGETOWN COUNTY  
ORDINANCE NO. 21-32**

AN ORDINANCE AUTHORIZING (1) THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AND INCENTIVE AGREEMENT BY AND BETWEEN GEORGETOWN COUNTY, SOUTH CAROLINA (THE “COUNTY”), AND SANTEE ELECTRIC COOPERATIVE, INC., ACTING FOR ITSELF, ONE OR MORE AFFILIATES, AND/OR OTHER PROJECT SPONSORS (COLLECTIVELY, THE “COMPANY”), PURSUANT TO WHICH THE COUNTY SHALL COVENANT TO ACCEPT CERTAIN NEGOTIATED FEES IN LIEU OF AD VALOREM TAXES WITH RESPECT TO THE ESTABLISHMENT AND/OR EXPANSION OF CERTAIN FACILITIES IN THE COUNTY (THE “PROJECT”); AND (2) OTHER MATTERS RELATING THERETO.

WHEREAS, Georgetown County, South Carolina (the “County”), acting by and through its County Council (the “Council”), is authorized and empowered under and pursuant to the provisions of the Code of Laws of South Carolina 1976, as amended (the “Code”), and particularly Title 12, Chapter 44 of the Code (the “Negotiated FILOT Act”): (i) to enter into agreements with certain investors to construct, operate, maintain, and improve certain projects through which the economic development of the State of South Carolina (the “State”) will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products, and natural resources of the State; (ii) to covenant with such investors to accept certain fee in lieu of *ad valorem* tax (“FILOT”) payments, including, but not limited to, negotiated FILOT payments made pursuant to the Negotiated FILOT Act, with respect to a project; and

WHEREAS, Santee Electric Cooperative, Inc., acting for itself, one or more affiliates, and/or project sponsors (collectively, the “Company”), are considering the establishment and/or expansion of certain commercial and related facilities at one or more locations in the County (the “Project”), and anticipates that, should its plans proceed as expected, it will invest, or caused to be invested, at least \$12,000,000, in the aggregate, in the Project; and

WHEREAS, based solely on information provided to the County by the Company, the County has determined that the Project will subserve the purposes of the Negotiated FILOT Act and has made certain findings pertaining thereto in accordance with the Negotiated FILOT Act; and

WHEREAS, in accordance with such findings and determinations, and in order to induce the Company to locate the Project in the County, the Council adopted a Resolution on Tuesday, August 24, 2021 (the “Inducement Resolution”), whereby the County agreed to provide the benefits of a negotiated FILOT with respect to the Project; and

WHEREAS, the County and the Company have agreed to specific terms and conditions of such arrangements as set forth herein and in a Fee in Lieu of Tax and Incentive Agreement by and among the County and the Company with respect to the Project (the “Incentive Agreement”), the

form of which is presented to this meeting, which Incentive Agreement is to be dated contemporaneously with the adoption of this Ordinance, or such other date as the parties thereto may agree; and

WHEREAS, it appears that the Incentive Agreement 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 Council, as follows:

Section 1. As contemplated by Section 12-44-40(I) of the Negotiated FILOT Act, the findings and determinations set forth in the Inducement Resolution are hereby ratified and confirmed. In the event of any disparity or ambiguity between the terms and provisions of the Inducement Resolution and the terms and provisions of this Ordinance and the Incentive Agreement, the terms and provisions of this Ordinance and the Incentive Agreement shall control. Capitalized terms used and not otherwise defined herein shall have the meanings ascribed thereto in the Incentive Agreement. Additionally, based on information provided to the County by the Company with respect to the Project, the County makes the following findings and determinations:

(a) The Project will constitute a “project” within the meaning of the Negotiated FILOT Act; and

(b) The Project, and the County’s actions herein, will subserve the purposes of the Negotiated FILOT Act; and

(c) The Project is anticipated to benefit the general public welfare of the State and the County by providing services, employment, recreation, or other public benefits not otherwise adequately provided locally; and

(d) The Project gives rise to no pecuniary liability of the County or an incorporated municipality or a charge against the general credit or taxing power of either; and

(e) The purposes to be accomplished by the Project are proper governmental and public purposes; and

(f) The benefits of the Project are greater than the costs.

Section 2.

(a) The County hereby agrees to enter into the Incentive Agreement, which agreement shall be in the form of a fee agreement, pursuant to the Negotiated FILOT Act, whereby the Company will agree to satisfy, or cause to be satisfied, certain investment requirements with respect to the Project within certain prescribed time periods in accordance with the Negotiated FILOT Act and the County will agree to accept certain negotiated FILOT payments with respect to the Project (the “Negotiated FILOT”), as set forth in **Section 2(b)** hereof and in accordance with the terms of the Incentive Agreement.

(b)

(i) The Negotiated FILOT shall be determined using: (1) an assessment ratio of 6%; (2) the lowest millage rate allowed with respect to the Project pursuant to Section 12-44-50(a)(1)(d) of the Negotiated FILOT Act as set forth in greater detail in the Incentive Agreement; (3) the fair market value of such Negotiated FILOT Property as determined in accordance with Section 12-44-50(A)(1)(c) of the Negotiated FILOT Act; and (4) such other terms and conditions as are or will be specified in the Incentive Agreement including, but not limited to, that the Company and the Project shall be entitled to the maximum benefits allowable under the Negotiated FILOT Act with respect to the disposal and replacement of Project property.

(ii) The Negotiated FILOT shall be calculated as provided in this **Section 2(b)** for all Negotiated FILOT Property placed in service as part of the Project during the Investment Period. For each annual increment of investment in Negotiated FILOT Property, the annual Negotiated FILOT payments shall be payable for a payment period of thirty (30) years. Accordingly, if such Negotiated FILOT Property is placed in service during more than one year, each year's investment during the Investment Period shall be subject to the Negotiated FILOT for a payment period of thirty (30) years up to an aggregate of thirty-five (35) years or, if the Investment Period is extended as set forth in the Incentive Agreement, up to an aggregate of forty (40) years.

Section 3. The form, provisions, terms, and conditions of the Incentive Agreement presented to this meeting and filed with the Clerk to the Council are hereby approved, and all of the provisions, terms, and conditions thereof are hereby incorporated herein by reference as if the Incentive Agreement was set out in this Ordinance in its entirety. The Chairman of the Council is hereby authorized, empowered, and directed to execute the Incentive Agreement in the name and on behalf of the County; the Clerk to the Council is hereby authorized, empowered and directed to attest the same; and the Chairman of the Council is further authorized, empowered, and directed to deliver the Incentive Agreement to the Company. The Incentive Agreement is to be in substantially the form now before this meeting and hereby approved, or with such changes therein as shall not materially adversely affect the rights of the County thereunder and as shall be approved by the official or officials of the County executing the same, upon the advice of counsel, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of the Incentive Agreement now before this meeting.

Section 4. The Chairman of the Council, the County Administrator, and the Clerk to Council, for and on behalf of the County, are hereby each authorized, empowered, and directed to do any and all things necessary or proper to effect the performance of all obligations of the County under and pursuant to the Incentive Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phase, 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, phases, and provisions hereunder.

Section 6. All orders, ordinances, resolutions, and parts thereof in conflict herewith are to the extent of such conflict hereby repealed. This Ordinance shall take effect and be in full force from and after its passage and approval.

[End of Ordinance]



Enacted and approved, in a meeting duly assembled, this \_\_\_\_ day of \_\_\_\_\_, 2021.

GEORGETOWN COUNTY, SOUTH CAROLINA

By: \_\_\_\_\_  
Louis R. Morant, Chairman, County Council  
Georgetown County, South Carolina

[SEAL]

Attest:

By: \_\_\_\_\_  
Theresa E. Floyd, Clerk to Council  
Georgetown County, South Carolina

First Reading:           August 24, 2021  
Second Reading:  
Public Hearing:  
Third Reading:

**Item Number:** 11.b  
**Meeting Date:** 11/9/2021  
**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDERCONSIDERATION:**

Ordinance No. 21-36 - An Ordinance to declare as surplus a tract of property identified as TMS #05-0019-121-00-00, and TMS #05-0019-113-00-00, owned by Georgetown County, and located at 325 Dozier Street in the City of Georgetown, and to authorize the County Administrator to sell the property in the manner as prescribed within Ordinance No. 20-32.

**CURRENT STATUS:**

Pending.

**POINTS TO CONSIDER:**

Georgetown County owns certain real estate located near the intersection of Highmarket and Duke Streets, in the City of Georgetown, designated as TMS No. 05-0019-121-00-00 and TMS #05-0019-113-00-00.

Georgetown County Council has determined that it is desirable to declare the property as surplus, offer said property for sale in the manner prescribed in Ordinance No. 20-32.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Adopt Ordinance No. 21-36.
2. Do not adopt Ordinance No. 21-36.

**STAFF RECOMMENDATIONS:**

Recommendation for adoption of Ordinance No. 21-36.

NOTE: Ordinance No. 21-36 was introduced by title only at first reading, therefore a motion to amend will be required to incorporate proposed text.

**ATTORNEY REVIEW:**

**ATTACHMENTS:**

Description	Type
□ Ordinance No. 21-36 Surplus Property	Ordinance

STATE OF SOUTH CAROLINA

)

)

ORDINANCE NO: 21-36

COUNTY OF GEORGETOWN

)

AN ORDINANCE TO DECLARE AS SURPLUS A TRACT OF PROPERTY, OWNED BY GEORGETOWN COUNTY, LOCATED AT THE INTERSECTION OF HIGHMARKET STREETS AND DOZIER STREETS IN THE CITY OF GEORGETOWN, AND TO AUTHORIZE THE COUNTY ADMINISTRATOR TO SELL THE PROPERTY IN THE MANNER AS PRESCRIBED IN ORDINANCE 20-32.

BE IT ORDAINED BY THE GEORGETOWN COUNTY COUNCIL AS FOLLOWS:

WHEREAS, Georgetown County owns certain real estate located at 325 Dozier Street, within the City of Georgetown, South Carolina, totaling approximately one (1) acre and designated as TMS #05-0019-121-00-00 and TMS #05-0019-113-00-00; and

WHEREAS, Georgetown County Council, in the near future, will no longer need to retain the property and has no future plan for the parcel; and

WHEREAS, Georgetown County Council, after consideration, finds that it is desirable to declare the property as surplus, and transfer the interests by applicable deed to a purchaser at the appropriate future date; and

WHEREAS, a public hearing discussing the matter was held on \_\_\_\_\_, 2020.

NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE GEORGETOWN COUNTY COUNCIL, THAT:

1. THE COUNTY COUNCIL DECLARES THE IDENTIFIED PROPERTY, IDENTIFIED AS TMS #05-0019-121-00-00 (EXHIBIT A), AND TMS #05-0019-113-00-00 (EXHIBIT B), AS SURPLUS PROPERTY AND AUTHORIZES THE COUNTY ADMINISTRATOR TO DISPOSE OF THE SAME IN ACCORDANCE WITH ORDINANCE 20-32.

Should any word, phrase, clause or provision of this ordinance be declared invalid or unconstitutional by a court of competent jurisdiction, such declaration shall not affect this ordinance as a whole or any part hereof except that specific provision declared by such court to be invalid or unconstitutional.

All ordinances or parts of ordinances in conflict with this ordinance or inconsistent with its provisions, are hereby repealed or superseded to the extent necessary to give this ordinance full force and effect.

This ordinance shall take effect upon final approval of this ordinance.

DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Louis R. Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd, Clerk to Council

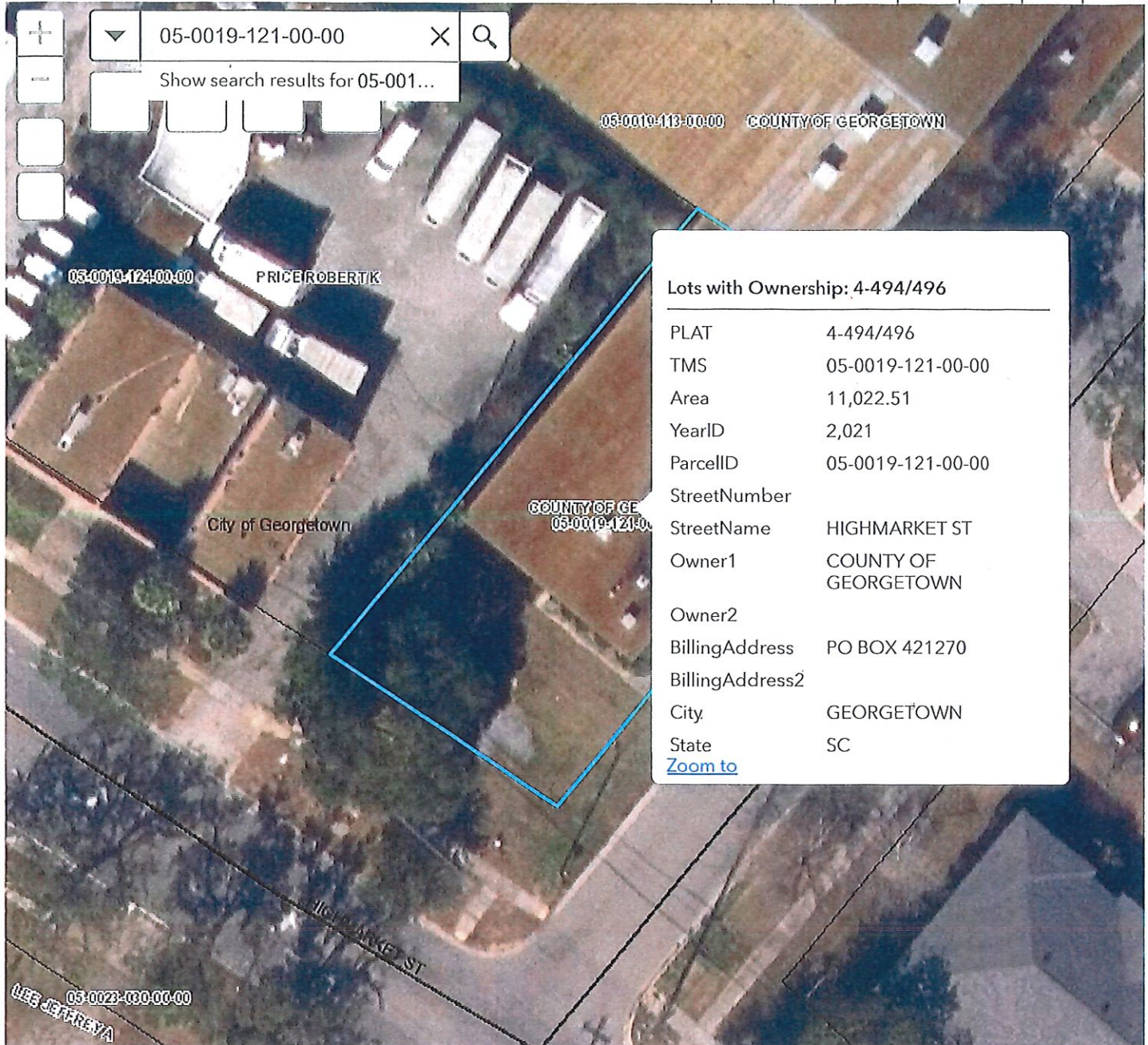
This Ordinance, No. #21-36, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
John D. Watson  
Georgetown County Attorney

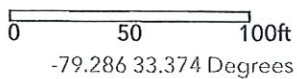
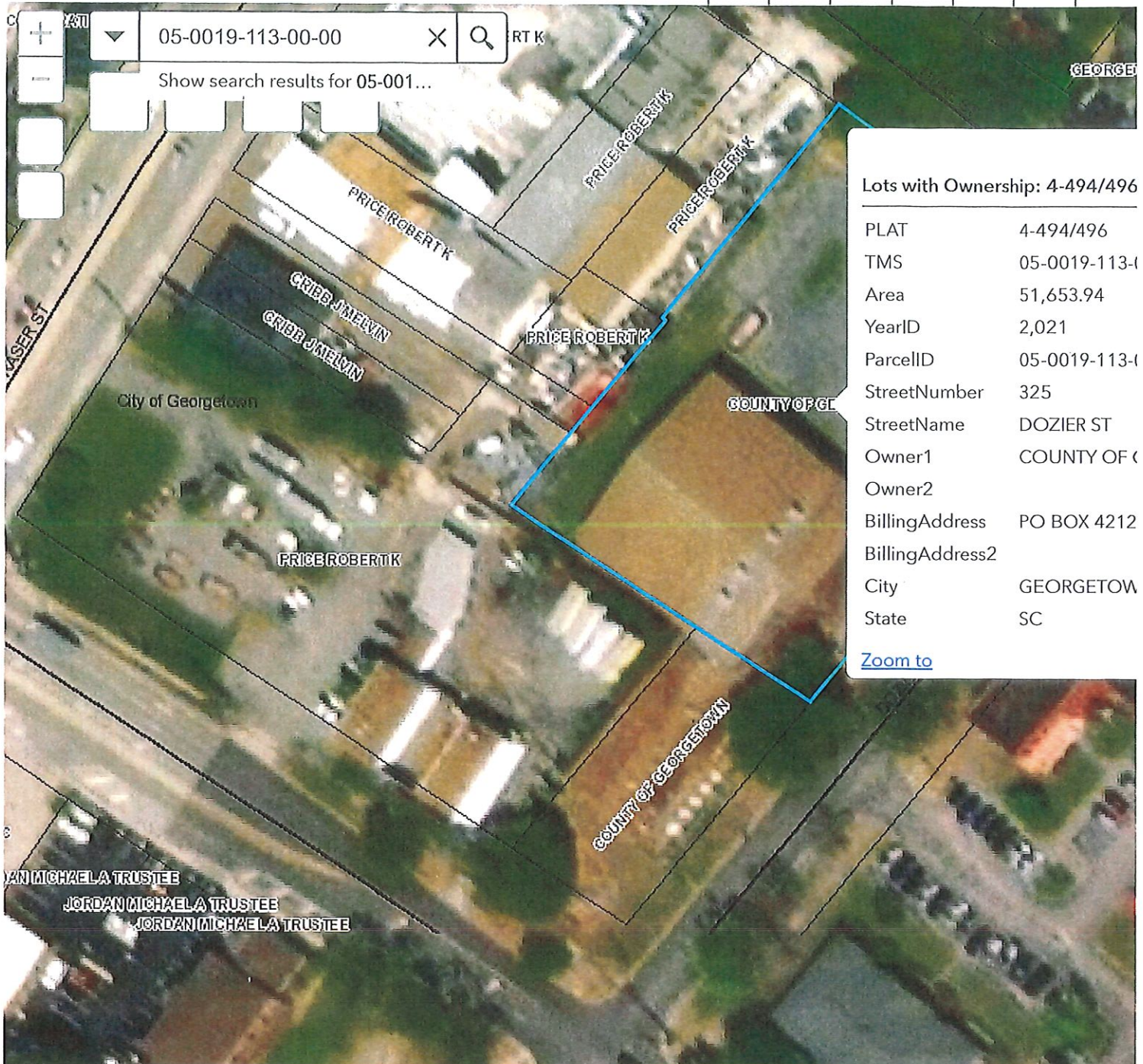
First Reading:            October 26, 2021

Second Reading:

Third Reading:







DATA

GEORGETOWN COUNTY BOARD OF EDUCATION

I HEREBY CERTIFY THAT THE MEASUREMENTS SHOWN

ARE CORRECT AND THERE ARE NO ENCROACHMENTS

Samuel M. Chapman

NOTE: FENCE LOCATED 20 FEBRUARY 1968

6706-1

**Item Number:** 11.c  
**Meeting Date:** 11/9/2021  
**Item Type:** SECOND READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Finance

**ISSUE UNDERCONSIDERATION:**

Ordinance No. 21-38 - An Ordinance to Amend the FY2021/2022 Operating Budget of Georgetown County

**CURRENT STATUS:**

Ordinance No. 21-38 is pending approval.

**POINTS TO CONSIDER:**

Ordinance No. 21-38 This amendment revises the FY 2021/2022 budget for items to be individually described in the proposed ordinance by appropriating additional funds from available fund balance. Those expenditures for which supplemental appropriations are required, and which Council has previously reviewed and approved, will be noted as applicable.

**FINANCIAL IMPACT:**

As disclosed in the ordinance.

**OPTIONS:**

1. Approve Ordinance 21-38 to amend the FY 2021/2022 Budget Ordinance.
2. Reject Ordinance No. 21-38.

**STAFF RECOMMENDATIONS:**

Approve Ordinance No. 21-38.

NOTE: Ordinance No. 21-38 was introduced at first reading by title only, therefore a *motion to amend* will be required at 2nd reading to incorporate proposed text.

**ATTORNEY REVIEW:**

**ATTACHMENTS:**

Description	Type
□ Ordinance No. 21-38 Budget Amendment	Ordinance



STATE OF SOUTH CAROLINA   )  
                                                  )  
COUNTY OF GEORGETOWN    )

**ORDINANCE # 21-38**

**AN ORDINANCE TO AMEND THE 2021/2022 BUDGET ORDINANCE ADOPTED BY  
GEORGETOWN COUNTY COUNCIL**

- Section 1:    Appropriations in the General Fund are increased by \$21,141 to provide funding for a 2021 Kubota Tractor for Parks & Recreation to replace the one that was stolen. Funding will come from General Fund, fund balance. This procurement was approved by County Council at the October 12, 2021, Council meeting.
- Section 2:    Appropriations in the General Fund are increased by \$60,000 to provide for the purchase of a morgue cooler and the construction and/or renovations of a building to house the morgue. Funding will come from fund balance of the General Fund.
- Section 3:    Appropriations in the Stormwater Fund are increased by \$34,100 to provide for the Garden City Drainage Project. Funding will come from fund balance of the Stormwater Fund.
- Section 4:    Appropriations in the Capital Equipment Replacement Plan Fund (CERP) are increased by \$335,342 to provide for the equipment and up fitting of 9 patrol vehicles schedule to be purchased in the prior fiscal year but have not been delivered. Funding will come from fund balance in the Capital Equipment Replacement Plan Fund.
- Section 5:    This Ordinance No. 21-38 shall be effective upon final approval and adoption by Georgetown County Council.

DONE IN REGULAR MEETING THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021

\_\_\_\_\_  
Louis R. Morant, Chairman  
Georgetown County Council

(Seal)

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd, Clerk to Council

(Seal)

This Ordinance No. 21-38, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
John D. Watson  
Georgetown County Attorney

(Seal)

First Reading: October 26, 2021

Second Reading: November 9, 2021

Third Reading:

**Item Number:** 12.a  
**Meeting Date:** 11/9/2021  
**Item Type:** FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDERCONSIDERATION:**

Ordinance No. 21-39 - To amend the Future Land Use Map for two parcels (totaling 10.04 acres) located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown, TMS#s 03-0413-018-01-14 and 03-0413-018-01-10, from Commercial to Low Density Residential.

To amend the Future Land Use Map for two parcels (totaling 10.04 acres) located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown, TMS#s 03-0413-018-01-14 and 03-0413-018-01-10, from Commercial to Low Density Residential.

A request to re-designate two parcels totaling 10.04 acres located at 92 Fire Station Street and 11397 Pleasant Hill Drive.

**CURRENT STATUS:**

The parcels are currently designated as commercial.

**POINTS TO CONSIDER:**

On October 21, 2021, the Planning Commission voted 7-0 to recommend rezoning these two parcels from General Commercial (GC) to Forest Agriculture (FA). The commission also voted 7-0 to recommend reclassifying these two parcels on the Future Land Use Map to Low Density Residential to facilitate this request.

**FINANCIAL IMPACT:**

Not Applicable

**OPTIONS:**

1. Approve as recommended by PC
2. Deny request
3. Defer action
4. Remand to PC for further study

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
□ Ordinance 21-39 FLU	Ordinance

- ▣ FLU Map
- ▣ Resolution

Backup Material  
Resolution Letter

STATE OF SOUTH CAROLINA )  
 )  
GEORGETOWN COUNTY )

**ORDINANCE NO: 21-39**

**AN ORDINANCE TO AMEND THE COMPREHENSIVE PLAN, FUTURE LAND USE MAP, REGARDING TMS NUMBERS 03-0413-018-01-14 and 03-0413-018-01-10 LOCATED AT 92 FIRE STATION STREET AND 11397 PLEASANT HILL DRIVE IN GEORGETOWN FROM COMMERCIAL TO LOW DENSITY RESIDENTIAL.**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED:**

To amend the Comprehensive Plan, Future Land Use Map, to reflect the redesignation of tax map parcels 03-0413-018-01-14 and 03-0413-018-01-10 located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown from commercial to low density residential, as reflected on the attached map.

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Louis R. Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd  
Clerk to Council

This Ordinance, No. 21-39, has been reviewed by me and is hereby approved as to form and legality.

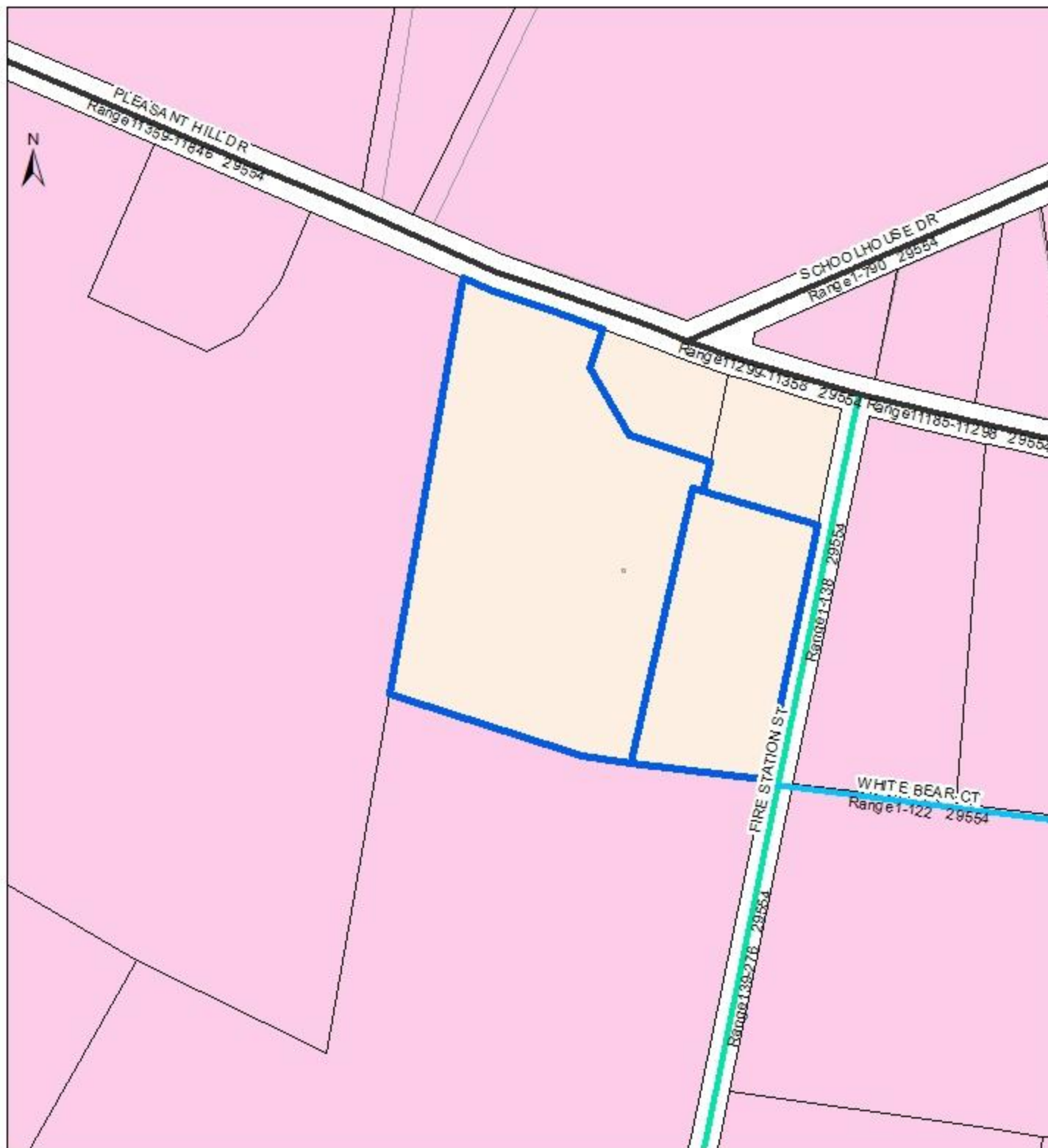
\_\_\_\_\_  
John D. Watson  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

Zachary P. Smith  
Property FLU  
REZ 9-21-28937



**Legend**

**Streets**

<all other values>

**MaintainedBy**

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

**Future Landuse**

**FUTURE\_LAN**

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 80 160 320 480 640 Feet

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

## **RESOLUTION**

WHEREAS, the Georgetown County Comprehensive Plan establishes the goals of providing appropriate area for commercial development; and

WHEREAS, Zachary P. Smith filed a request to rezone two parcels located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown from General Commercial (GC) to Forest Agriculture (FA); and

WHEREAS, the Future Land Use Map for this area, as contained in the Georgetown County Comprehensive Plan, designates this area as Commercial;

NOW, THEREFORE, BE IT RESOLVED, that the Georgetown County Planning Commission hereby recommends to the Georgetown County Council that the Future Land Use Map in the Georgetown County Comprehensive Plan be amended to designate TMS parcels 03-0413-018-01-14 and 03-0413-018-01-10 as low density residential.

---

Elizabeth Krauss, Chairperson  
Georgetown County Planning Commission

ATTEST:

---

Tiffany Coleman  
Georgetown County Planning

<b>Item Number:</b> 12.b
<b>Meeting Date:</b> 11/9/2021
<b>Item Type:</b> FIRST READING OF ORDINANCES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Planning / Zoning

**ISSUE UNDERCONSIDERATION:**

Ordinance No. 21-40 - To rezone 2 parcels totaling 10.04 acres located at 92 Fire Station Street (TMS 03-0413-018-01-14), and 11397 Pleasant Hill Drive (TMS 03-0413-018-01-10), in Georgetown County from General Commercial (GC) to Forest Agriculture (FA).

A request from Zachary P. Smith to rezone 2 parcels totaling 10.04 acres from General Commercial (GC) to Forest Agriculture (FA). The two parcels are located at 92 Fire Station Street and 11397 Pleasant Hill Drive in Georgetown. TMS #s and . Case # REZ 9-21-28937.

**CURRENT STATUS:**

The larger parcel (7.34 acres) located at 11397 Pleasant Hill Drive is vacant. The smaller adjacent parcel (2.7 acres) located at 92 Fire Station Street has a residential structure.

**POINTS TO CONSIDER:**

1. The owner proposes to downzone the property from GC to FA in order to utilize the property for farm services. The two parcels meet the minimum lot area requirement for the FA zoning district which is one acre.
2. Surrounding tracts to the north are zoned General Commercial. Tracts to the east, west and south are Forest Agriculture. Surrounding uses are residential and commercial. A Georgetown County fire substation is located adjacent to both tracts at the intersection of Fire Station Street and Pleasant Hill Drive. In addition, Georgetown County Farm Bureau is located north of both properties along Pleasant Hill Drive.
3. Buffers are not required against existing commercial and proposed residential. Other surrounding residential tracts are vacant; therefore, a buffer will not be required adjacent to these parcels.
4. The FLU map designates these two properties along with the two properties to the north as commercial. Properties to the west, east and south as designated as low density residential. Forest Agriculture fits under the low-density designation; therefore, a change to the FLU map will be necessary.
5. Staff does not consider this as spot zoning as property to the west, east and south are zoned Forest Agriculture. this would be considered a down zoning in terms of density designation on the Future Land Use map. The surrounding area currently contains commercial/public uses, residential and vacant farmland. Staff feels a zoning designation of Forest Agriculture would be in keeping with the adjacent uses. If the property is recommended for a change in zoning, the FLU map will also need to be changed to reflect the proper designation of low density.
6. The Planning Commission held a public hearing at their October 21st meeting. No one but the



applicant came forward to speak. The PC recommended approval of the rezoning request with a vote of 7-0.

**FINANCIAL IMPACT:**

Not Applicable

**OPTIONS:**

1. Approve as recommended by PC.
2. Deny Request.
3. Defer Action.
4. Remand to PC for further study.

**STAFF RECOMMENDATIONS:**

Approve as recommended by PC.

**ATTORNEY REVIEW:**

Yes

**ATTACHMENTS:**

Description	Type
▣ Ordinance No. 21-40 Rezoning 2 parcels in Pleasant Hill	Ordinance
▣ Application and Attachments	Backup Material
▣ Location Map	Backup Material
▣ Zoning Map	Backup Material
▣ Zoning2 Map	Backup Material
▣ FLU Map	Backup Material
▣ Aerial Map	Backup Material
▣ Plat1	Backup Material
▣ Plat2	Backup Material

STATE OF SOUTH CAROLINA )  
 )  
COUNTY OF GEORGETOWN )

**ORDINANCE NO. 21-40**

**AN ORDINANCE TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY REGARDING TMS NUMBERS 03-0413-018-01-14 and 03-0413-018-01-10 LOCATED AT 92 FIRE STATION STREET AND 11397 PLEASANT HILL DRIVE IN GEORGETOWN FROM GENERAL COMMERCIAL (GC) TO FOREST AGRICULTURE (FA).**

**BE IT ORDAINED BY THE COUNTY COUNCIL MEMBERS OF GEORGETOWN COUNTY, SOUTH CAROLINA, IN COUNTY COUNCIL ASSEMBLED TO AMEND THE ZONING MAP OF GEORGETOWN COUNTY, SPECIFICALLY TMS NUMBERS 03-0413-018-01-14 AND 03-0413-018-01-10 LOCATED AT 92 FIRE STATION STREET AND 11397 PLEASANT HILL DRIVE IN GEORGETOWN FROM GENERAL COMMERCIAL (GC) TO FOREST AGRICULTURE (FA) AS REFLECTED ON THE ATTACHED MAP.**

**DONE, RATIFIED AND ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**

\_\_\_\_\_  
Louis R. Morant  
Chairman, Georgetown County Council

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd  
Clerk to Council

This Ordinance, No. 21-40, has been reviewed by me and is hereby approved as to form and legality.

\_\_\_\_\_  
John D. Watson  
Georgetown County Attorney

First Reading: \_\_\_\_\_

Second Reading: \_\_\_\_\_

Third Reading: \_\_\_\_\_

REZ-9-21-28937



129 Screven St. Suite 222  
Post Office Drawer 421270  
Georgetown, S. C. 29440  
Phone: 843-545-3158  
Fax: 843-545-3299

## PROPOSED ZONING AMENDMENT

COMPLETED APPLICATIONS FOR ZONING AMENDMENTS MUST BE SUBMITTED ALONG WITH THE REQUIRED FEE, AT LEAST FORTY-FIVE (45) DAYS PRIOR TO A PLANNING COMMISSION MEETING.

**THE APPLICANT IS REQUESTING:** (Indicate one)

- ☒ A change in the Zoning Map.  
( ) A change in the Zoning Text.

**The following information must be provided for either request:**

Property Information that you are requesting the change to:

Tax Map (TMS) Number:	<u>03-0413-018-01-101 + (03-0413-018-01-14)</u>
Street Address:	<u>11397 Pleasant Hill Dr. + (92 Fire Station Street)</u>
City / State / Zip Code:	<u>Hemingway SC 29554</u>   <u>Hemingway SC 29554</u>
Lot Dimensions/ Lot Area:	<u>7.34 acres</u>   <u>2.7 acres</u>
Plat Book / Page:	<u>12-585</u>   <u>12-130</u>
Current Zoning Classification:	<u>GC</u>   <u>GC</u>
Proposed Zoning Classification:	<u>FA</u>   <u>FA</u>

**Property Owner of Record:**

Name: Zachary P Smith + Brittany O Smith

Address: 92 Fire Station Str.

City/ State/ Zip Code: Hemingway SC 29554

Telephone/Fax Numbers: 843-933-7050 + 843-344-3246

E-mail: Zacharypsmith@aol.com + brittanymowens@aol.com

Signature of Owner / Date: Zachary P. Smith 8/25/21

I have appointed the individual or firm listed below as my representative in conjunction with this matter related to the rezoning request.

**Agent of Owner:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City / State / Zip Code: \_\_\_\_\_

Telephone/Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Signature of Agent/ Date: \_\_\_\_\_

Signature of Property Owner: \_\_\_\_\_

**Contact Information:**

Name: Zachary P. Smith

Address: 92 Fire Station Str. Hemingway SC 29554

Phone / E-mail: 843-933-7050 zacharypsmith@aol.com

envelope: "Georgetown County Planning Commission, 129 Screven St. Suite 222, Georgetown, SC 29440."

2. A list of all persons (and related Tax Map Numbers) to whom envelopes are addressed must also accompany the application.

It is understood by the undersigned that while this application will be carefully reviewed and considered, the burden of proving the need for the proposed amendment rests with the applicant.

Please submit this **completed application** and appropriate **fee** to Georgetown County Planning Division at 129 Screven St. Suite 222, Georgetown, S. C. 29440. If you need additional assistance, please call our office at 843-545-3158.

**Site visits to the property, by County employees, are essential to process this application. The owner\applicant as listed above, hereby authorize County employees to visit and photograph this site as part of the application process.**

**A sign is going to be placed on your property informing residents of an upcoming meeting concerning this particular property. This sign belongs to Georgetown County and will be picked up from your property within five (5) days of the hearing.**

**All information contained in this application is public record and is available to the general public.**

**Please submit a PDF version of your plans if available. You may e-mail them to [csargent@georgetowncountysc.org](mailto:csargent@georgetowncountysc.org) or include with your application.**



## **NOTICE OF PUBLIC HEARING**

The Planning Commission will consider a request from Zachary P. Smith to rezone 2 parcels totaling 10.04 acres from General Commercial (GC) to Forest Agriculture (FA). The two properties are located at 92 Fire Station Street and 11397 Pleasant Hill Drive. TMS 03-0413-018-01-14 and 03-0413-018-01-10. Case Number REZ 9-21-28937.

The Planning Commission will be reviewing this request on **Thursday, October 21, 2021 at 5:30 p.m. in the Howard Auditorium at 1610 Hawkins Street in Georgetown, South Carolina.**

If you wish to make public comments on this request, you are invited to attend this meeting. If you cannot attend and wish to comment please submit written comment to:

*Georgetown County Planning Commission*

*PO Box 421270*

*Georgetown, South Carolina 29440*

*Telephone (843) 545-3158*

*Fax (843) 545-3299*

*E-mail: [tcoleman@gtcounty.org](mailto:tcoleman@gtcounty.org)*

Zachary P. Smith  
Property Location  
REZ 9-21-28937

## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

Zachary P. Smith

Lot Lines

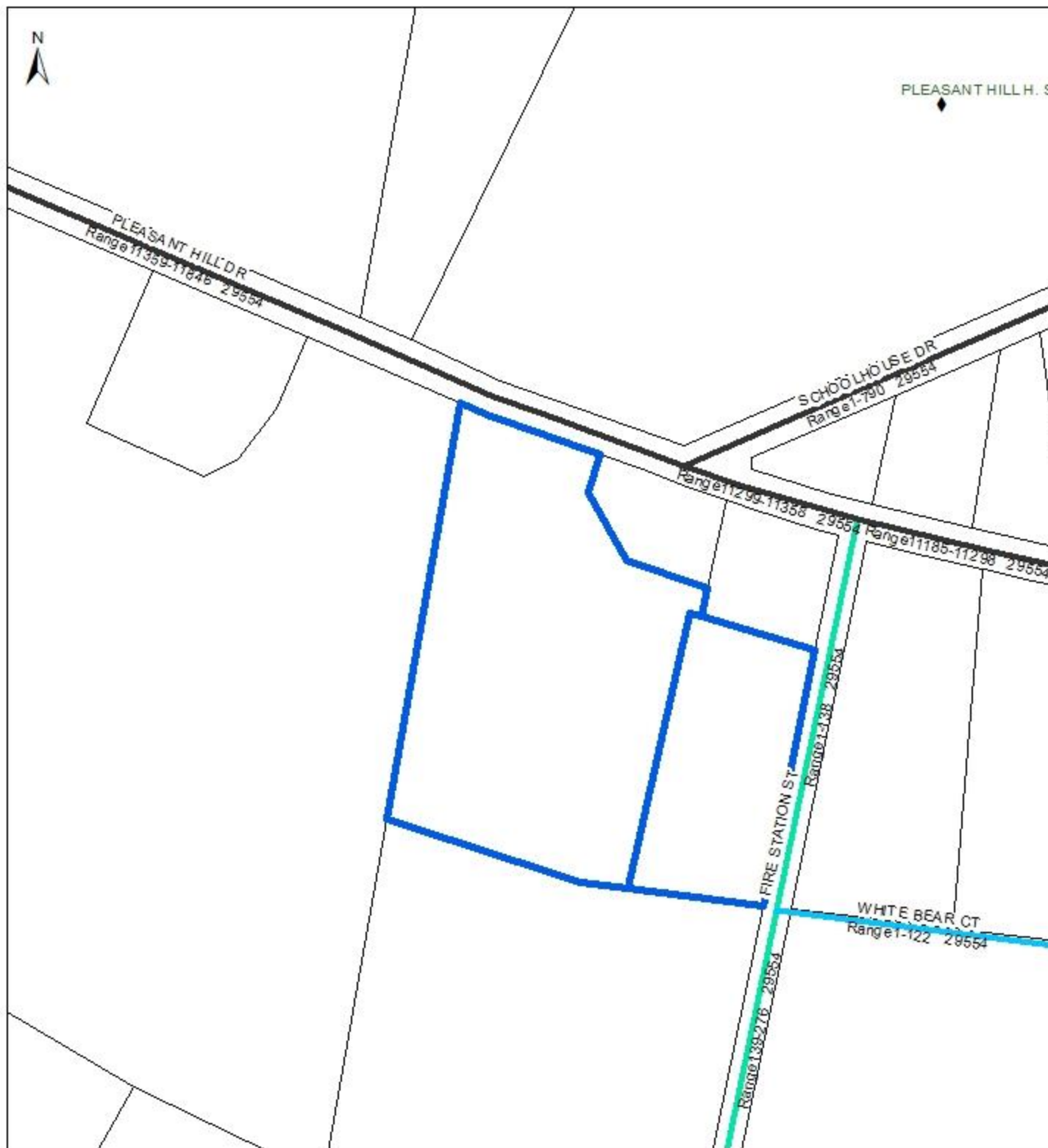
—+—+— Railroads

◆ Landmarks

Municipalities

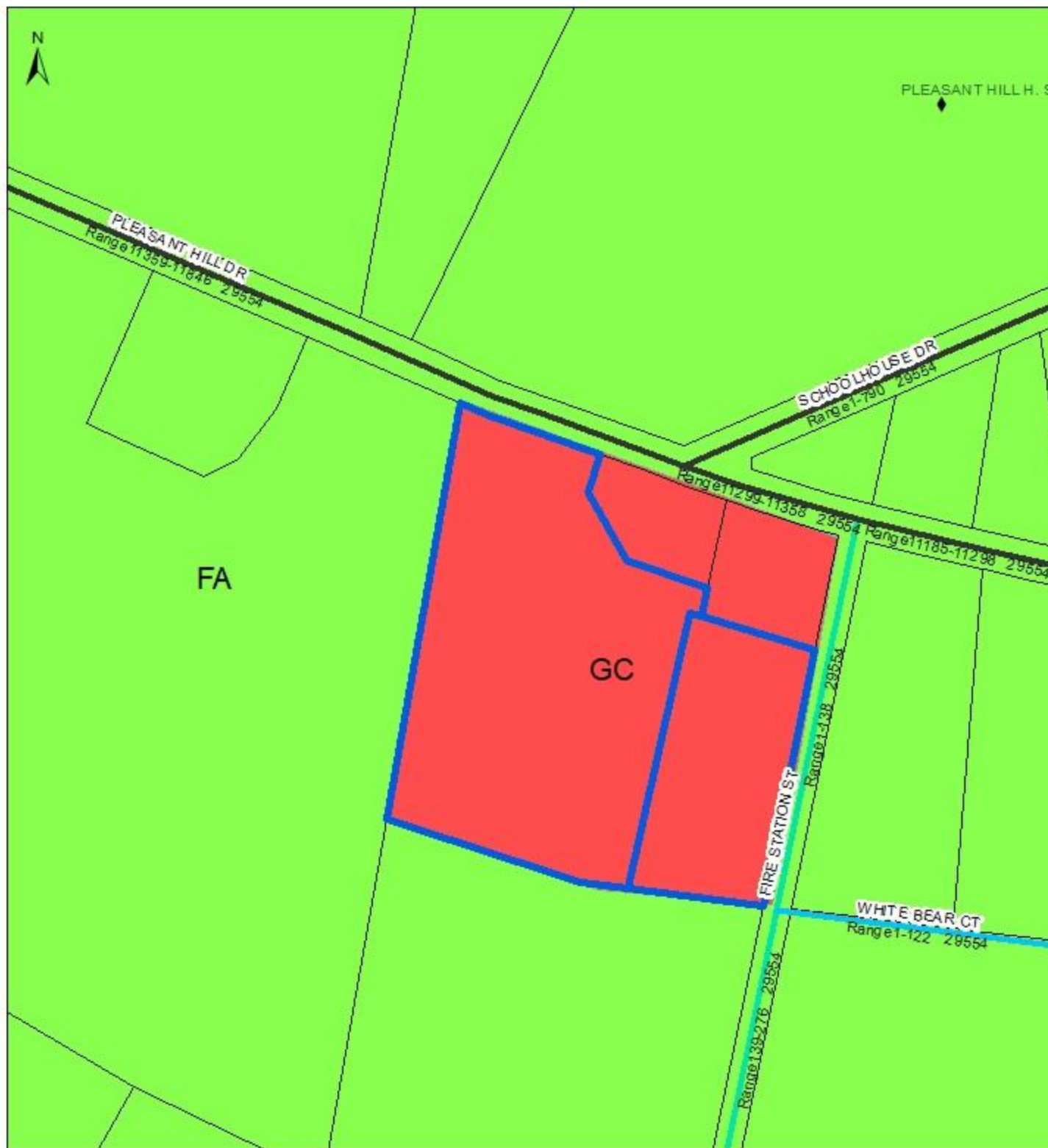
0 80 160 320 480 640 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.





Zachary P. Smith  
Property Zoning  
REZ 9-21-28937



Legend

streets

all other values

Maintained By

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

Zoning

DISTRICT

CITY OF GEORGETOWN

CP

FA

FA/C

FA/N

GC

GR

GRN

HI

LI

MHP

MR 10

NC

OC

PA

PQ

R1

R1/GAC

R10

R1AC

R2

R2/4AC

RS

RS

RC

RG

RRL

RS

RVC

VR 10

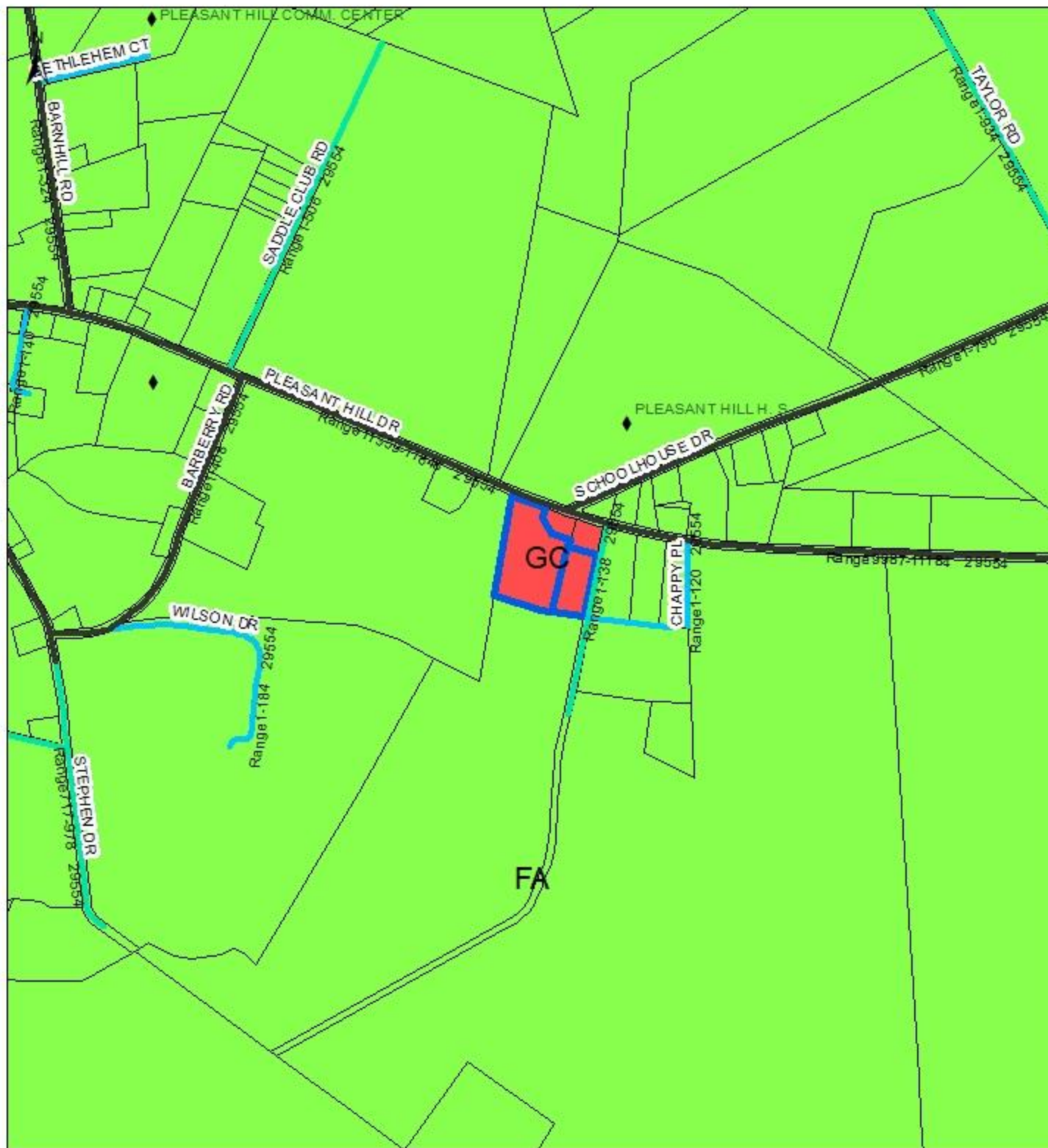
Municipalities

0 80 160 320 480 640 Feet

DISCLAIMER: This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.



Zachary P. Smith  
Property Zoning  
REZ 9-21-28937



**Legend**

**Streets**

--- All other values

**Maintained By**

County

Private

State

Zachary P. Smith

Lot Lines

Landmarks

**Zoning**

**DISTRICT**

QTY OF GEORGETOWN

CP

FA

FA/C

FAIR

GC

GR

GRR

HE

LI

MHP

MR10

NC

OC

PA

PQ

R1

R1/2AC

R10

R1AC

R2

R2/4AC

RS

RB

RC

RG

RH

RS

RVC

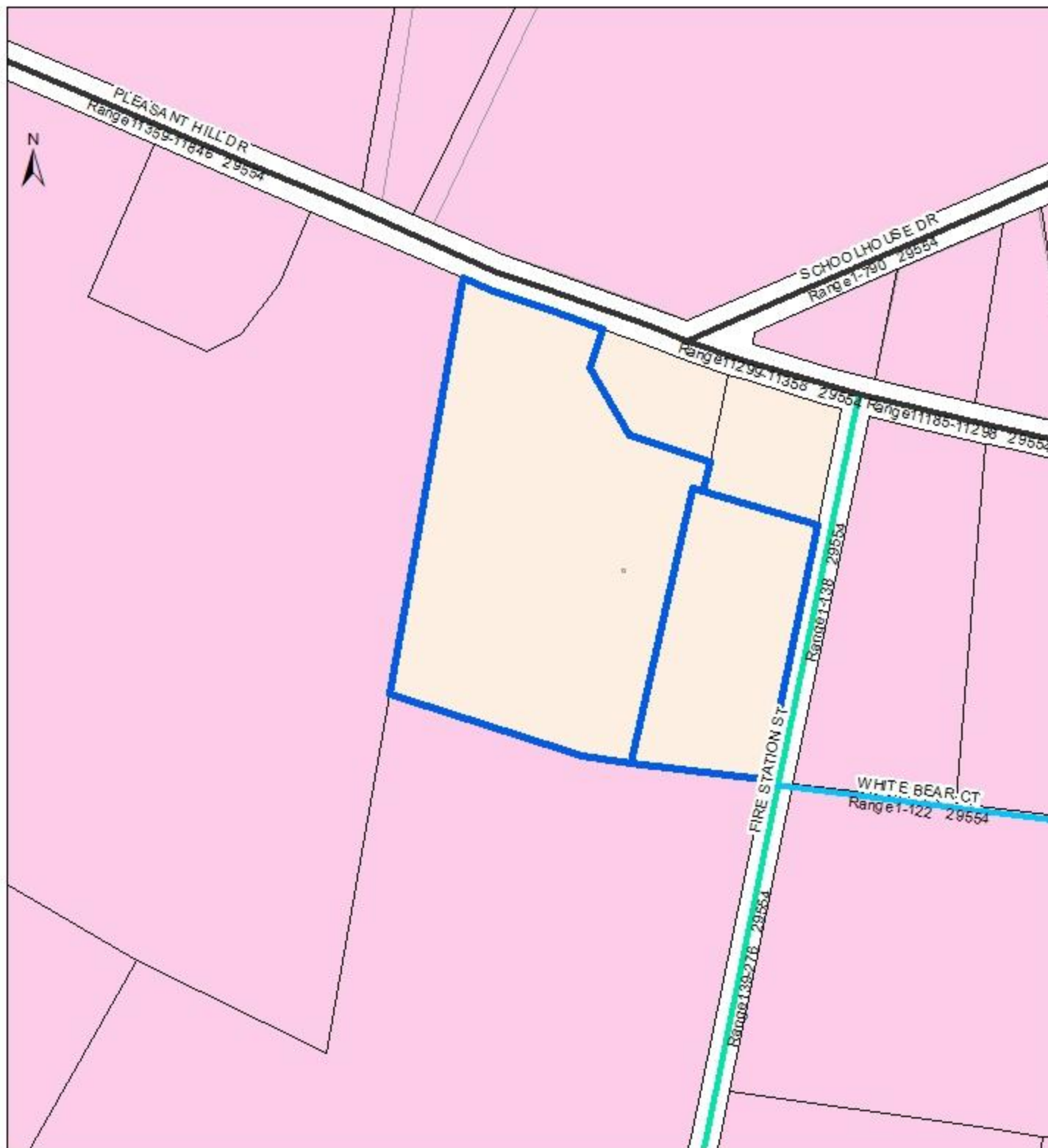
VR10

Municipalities

0 350 700 1,400 2,100 2,800 Feet

**DISCLAIMER:** This map is a graphic representation of data obtained from various sources. All efforts have been made to warrant the accuracy of this map. However, Georgetown County disclaims all responsibility and liability for the use of this map.

Zachary P. Smith  
Property FLU  
REZ 9-21-28937



**Legend**

**Streets**

<all other values>

**MaintainedBy**

County

Private

State

Zachary P. Smith

Lot Lines

Railroads

Landmarks

**Future Landuse**

**FUTURE\_LAN**

CITY OF GEORGETOWN

COMMERCIAL

CONSERVATION PRESERVATION

EASEMENT

HIGH DENSITY RESIDENTIAL

INDUSTRIAL

LOW DENSITY RESIDENTIAL

MEDIUM DENSITY RESIDENTIAL

POND

PRIVATE RECREATIONAL

PUBLIC RECREATIONAL

PUBLIC/SEMI-PUBLIC

TOWN OF ANDREWS

TOWN OF PI

TRANSITIONAL

Municipalities

0 80 160 320 480 640 Feet

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## Legend

### Streets

— <all other values>

### MaintainedBy

— County

— Private

— State

— Zachary P. Smith

— Lot Lines

— Railroads

◆ Landmarks

### Imagery2017Med

#### RGB

Red: Band\_1

Green: Band\_2

Blue: Band\_3

— Municipalities

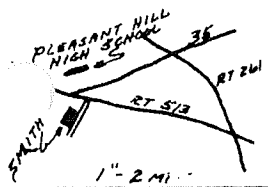
0 80 160 320 480 640 Feet

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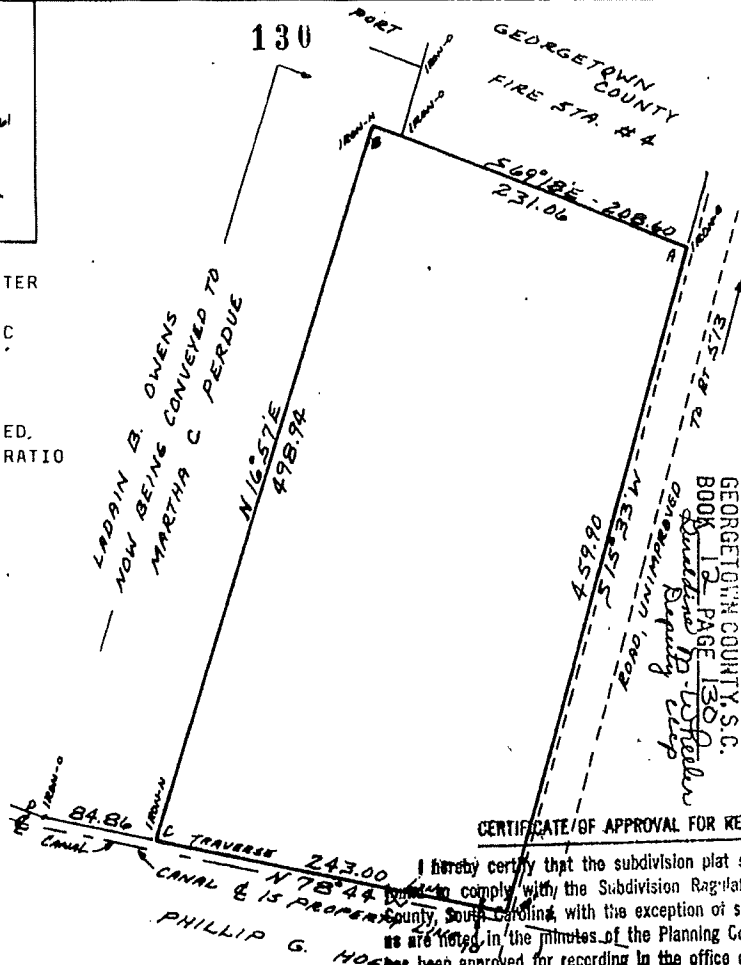


VICINITY MAP



TRAVIS L. CARTER  
RT. 2 BOX 125  
HEMINGWAY, S.C.  
29554  
LS #5292

MAP IS COMPILED.  
NO PRECISION RATIO  
COMPUTED.



90 DEC 18 AM 9:24

FILED  
BETTY L. WILLIAMS  
CCCP & GS

CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown here does comply with the Subdivision Regulations for Georgetown County, South Carolina, with the exception of such variances, if any as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Clerk of Court.

Date 12-18-1990  
Robert K. Patterson  
Chairman, Planning Commission

STATE OF SOUTH CAROLINA  
COUNTY OF GEORGETOWN

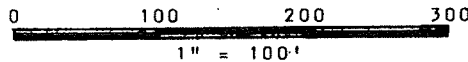
MAP

OF

2.66 ACRES OF LAND IN PLEASANT HILL COMMUNITY. THIS PARCEL BEING LANDS OF LADAIN B. OWENS, NOW BEING CONVEYED TO

PAUL M. SMITH, SR.  
&  
NELLIE J. SMITH

JANUARY 10, 1990



TRAVERSE "ABCD" SURVEYED JANUARY 10, 1990. ALL OTHER DATA COPIED FROM MAP OF 10.83 ACRES BY TRAVIS L. CARTER FOR LADAIN B. OWENS, DATED NOVEMBER 27, 1985

2.66 ACRES INCLUDES 10' STRIP AT CANAL.

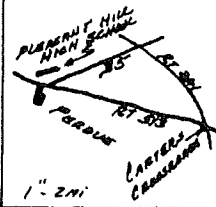
Travis L. Carter



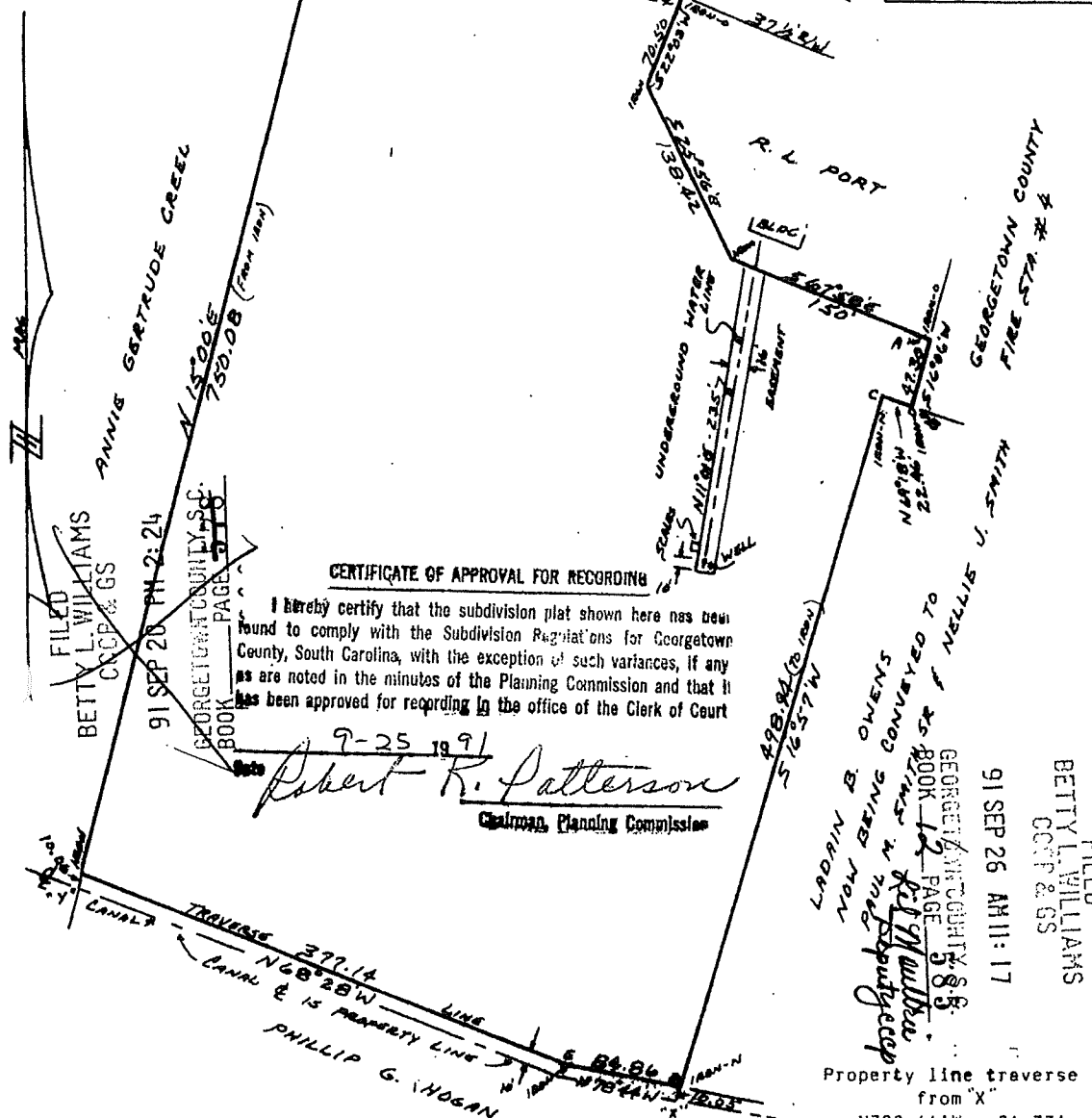
TRAVIS L. CARTER  
RT 2 BOX 125  
HEMINGWAY, S. C.  
29554  
S #5292

MAP IS COMPILED.  
NO PRECISION RATIO  
COMPUTED.

VICINITY MAP



585



CERTIFICATE OF APPROVAL FOR RECORDING

I hereby certify that the subdivision plat shown here has been found to comply with the Subdivision Regulations for Georgetown County, South Carolina, with the exception of such variances, if any as are noted in the minutes of the Planning Commission and that it has been approved for recording in the office of the Clerk of Court

9-25 1991

*Robert R. Patterson*  
Chairman, Planning Commission

FILED  
BETTY L. WILLIAMS  
C.C.P. & G.S.

91 SEP 26 PM 2:24

GEORGETOWN COUNTY S.C.  
BOOK PAGE 585

GEORGETOWN COUNTY S.C.  
BOOK PAGE 585  
LADAIN B. OWENS  
CONVEYED TO  
NORTH 1/2 SECTION 16  
TOWNSHIP 1 NORTH  
RANGE 1 WEST

91 SEP 26 AM 11:17

FILED  
BETTY L. WILLIAMS  
C.C.P. & G.S.

Property line traverse  
from "X"  
N78°-44'W - 84.73'  
N68°-28'W - 376.92'  
to "Y"

STATE OF SOUTH CAROLINA

COUNTY OF GEORGETOWN

MAP

OF  
7.34 ACRES OF LAND IN PLEASANT HILL COMMUNITY. THIS PARCEL  
BEING LANDS OF LADAIN B. OWENS, NOW BEING CONVEYED TO

**MARTHA C. PERDUE**

JANUARY 10, 1990

0 100 200 300  
1" = 100'

TRAVERSE "ABCDE" SURVEYED JANUARY 10, 1990. ALL OTHER DATA COPIED FROM THE FOLLOWING:  
1) MAP OF 10.83 AC. BY TRAVIS L. CARTER FOR LADAIN B. OWENS, DATED NOVEMBER 27, 1985.  
2) MAP OF 0.79 AC. BY TRAVIS L. CARTER FOR R. L. PORT, DATED NOVEMBER 17, 1988.

7.34 ACRES INCLUDES 10 STRIP AT CANAL

*Travis L. Carter*

**Item Number:** 15.a  
**Meeting Date:** 11/9/2021  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDERCONSIDERATION:**

Georgetown County and the Frances P. Bunnelle Foundation are partnering to spotlight a local nonprofit at each County Council meeting.

**CURRENT STATUS:**

This week's featured nonprofit is the Winyah Rivers Foundation. Tina Christensen, Executive Director, will present.

**POINTS TO CONSIDER:**

The Winyah Rivers Foundation, Inc. (dba Winyah Rivers Alliance) is an Alliance of Riverkeepers protecting our area's rivers for fishing, swimming and drinking. The organization educates to encourage stewardship of our river resources and advocates to guard against threats to clean water. It also conserves our land and water for the benefit of our families and our future.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

This item is presented for information only.

**STAFF RECOMMENDATIONS:**

This item is presented for information only.

**ATTORNEY REVIEW:**

No

**Item Number:** 15.b  
**Meeting Date:** 11/9/2021  
**Item Type:** REPORTS TO COUNCIL

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Public Information

**ISSUE UNDERCONSIDERATION:**

Since 2012, Georgetown County has had a policy in place to recognize employees who create and introduce processes and projects that demonstrate innovation and result in reduced costs and/or increased efficiency for the county's benefit. All county employees are eligible. To receive the award, projects and ideas must:

1. Be initiated and driven by the employee(s).
2. Address a specific problem and provide an efficient solution.
3. Be complete.

**CURRENT STATUS:**

The Emergency Services Department nominated Firefighter Brendan Sherman for the award based on a project that created a new waiver for calls with multiple people involved who do not need medical care. The nomination was approved by county directors and the administrator.

**POINTS TO CONSIDER:**

Mr. Sherman has been employed by Midway Fire Rescue for two years as a firefighter/EMT. With assistance from Firefighter Doyle, Sherman developed and presented a new waiver for calls involving multiple people who elect not to go to the hospital and who do not need any type of medical care or treatment.

Previously, departments had to complete a separate waiver for each individual, then complete a Patient Care Report for each person. The ability to complete a single waiver for up to five people, plus only one report, saves valuable time for Fire-EMS staff during a time when departments are short-staffed, call volume is high, and time and efficiency are especially valuable.

**FINANCIAL IMPACT:**

N/A

**OPTIONS:**

This report is provided for information only.

**STAFF RECOMMENDATIONS:**

This report is provided for information only.

**ATTORNEY REVIEW:**

No

**Item Number:** 16.a  
**Meeting Date:** 11/9/2021  
**Item Type:** DEFERRED OR PREVIOUSLY SUSPENDED ISSUES

**AGENDA REQUEST FORM**  
GEORGETOWN COUNTY COUNCIL



**DEPARTMENT:** Legal

**ISSUE UNDERCONSIDERATION:**

Ordinance No. 20-59 - An Ordinance to revise the Rules of Procedure as previously adopted by Georgetown County Council

**CURRENT STATUS:**

Pending adoption.

**POINTS TO CONSIDER:**

In 1999, Georgetown County Council adopted *Rules of Procedure* pertaining to all meetings and proceedings. Georgetown County Council desires to conduct the public's business in a forthright manner that can be clearly understood by everyone involved.

Ordinance No. 20-59 includes proposed amendments and revisions to update *Rules of Procedure* which shall govern the conduct of meetings of council and other matters provided therein.

**FINANCIAL IMPACT:**

n/a

**OPTIONS:**

1. Adopt Ordinance No. 20-59
2. Do not adopt Ordinance No. 20-59.

**STAFF RECOMMENDATIONS:**

*Deferred pending further review.*

**ATTORNEY REVIEW:**

**ATTACHMENTS:**

Description	Type
▢ Ordinance No 20-59 Rules of Procedure	Backup Material
▢ Ordinance No 20-59 Rules of Procedure w EDITS	Backup Material



STATE OF SOUTH CAROLINA       )  
                                                          )  
COUNTY OF GEORGETOWN       )

**AN ORDINANCE TO ADOPT RULES OF PROCEDURE FOR THE GEORGETOWN COUNTY COUNCIL**

**WHEREAS**, Georgetown County Council finds it necessary to conduct the public’s business in a forthright manner that can be clearly understood by everyone involved and being so desires to adopt the following rules of procedure; AND

**NOW, THEREFORE**, Georgetown County Council shall adopt and utilize the following rules of procedure to govern the conduct of meetings of council and other matters provided therein:

**ARTICLE ONE**  
**RULES**

- 1-1. The following set of rules shall be in effect upon adoption by the Georgetown County Council (hereinafter “Council”). These rules shall pertain to all meetings and proceedings. Items not covered in these rules shall be decided in accordance with the South Carolina Association of Counties *Model Rules of Parliamentary Procedure, 3rd Edition* (hereinafter “*Model Rules*”). Any question of parliamentary procedure that cannot first be concluded from these adopted rules and then second from the *Model Rules*, will be decided utilizing the latest edition of *Robert’s Rules of Order*.
- 1-2. All committees of Council or advisory boards and commissions shall adopt and enforce rules of procedure and decorum consistent with the rules of Council.

**ARTICLE TWO**  
**OFFICERS**

- 2-1. **CHAIRPERSON:** At the first meeting of the Council in January following each general election, the Council shall select one of its members to serve as Chairperson for a two year term. The Chairperson shall preside at all meetings of the Council and may execute on behalf of Council all official instruments or documents unless otherwise directed by a majority vote of Council. The Chairperson shall preserve order and decorum at all meetings, and shall state every question coming before Council, announce the decision of the Council, and decide questions of order. Any Council member may appeal the decision of the Chairperson on a question of order, and two thirds of those members present shall conclusively determine such question of order.

2-2. **VICE-CHAIRPERSON:** At the first meeting of the Council in January following the general election, the Council shall select one of its members to serve as Vice-Chairperson for a two year term. In the event that the Chairperson is absent or unable to serve, the Vice-Chairperson shall serve as Chairperson. In the event that the office of Chairperson is vacated, the Vice-Chairperson shall succeed to that office and another member shall be elected by Council to serve as Vice-Chairperson. When the Chairperson is absent from a regular or special meeting of the Council, or unavailable at the time execution on behalf of the Council is necessary, the Vice-Chairperson may execute on behalf of the Council all official instruments or documents unless otherwise directed by a majority vote of Council.

2-3. **COUNTY ADMINISTRATOR:** The Council, via a contract agreement, shall employ an Administrator, not a member of the Council, who shall be the Chief Administrative Officer of the County Government and shall be responsible for the administration of all the departments of the County Government which the Council has the authority to control. The County Administrator shall be apolitical, refraining from participation in the election of the members of the employing Council and from partisan political activities which would impair performance as a professional administrator. The Administrator shall be employed with regard to executive and administrative qualifications only, and need not be a resident of the County at the time of employment. The term of the employment shall be for a definite term or at the pleasure of the Council. Before the Administrator may be removed from the position, the Council shall deliver to the Administrator a written statement of the reasons for the proposed removal including notice of the Administrator's right to a public hearing at a public meeting of the Council. Within five (5) days after delivery of the notice of removal, the Administrator may file with the Council a written request for a public hearing. This hearing shall be held by Council not earlier than twenty (20) days nor later than thirty (30) days after the request is filed. The Administrator may also file with the Council a written reply not later than five (5) days before the hearing. The removal of the Administrator shall not be effective until after the decision of the Council following the public hearing if one is held.

2-3.1 **POWERS AND DUTIES:** The power and duties of the Administrator shall include, but not be limited to, the following:

- a. To serve as the Chief Administrative and Executive Officer of the County Government;
- b. To execute the policies, directives and legislative actions of the Council;
- c. To direct and coordinate operational agencies and administrative activities of the County Government;
- d. To supervise expenditure of appropriated funds;

- e. To prepare annual, monthly, and other reports for Council on finances and administrative activities of the County;
- f. To be responsible for the administration of the County personnel policies including salary and classification plans approved by the Council;
- g. To be responsible for the employment and discharge of personnel in those departments in which the employment authority is vested in the County Council. This authority shall not extend to any personnel employed in departments or agencies under the direction of an elected official nor to personnel appointed by the Council.
- h. To prepare annual operating and capital improvement budgets and submit them to the Council at such time as the Council determines, including with the submission a statement describing the important features of the proposed budget such as all sources of anticipated revenue and the amount of tax revenue required to meet the financial requirements of the County. The Administrator shall offer a certification stating that, in the Administrator's opinion, the proposed budget does not exceed anticipated revenues for the period concerned and he/she shall assure that there is full compliance.
- i. To execute on behalf of the Council official instruments or documents, including the power to contract and bind the County;
- j. To take all actions to provide for the County's compliance with applicable laws and regulations, and to maintain the physical properties of the County in good and safe state of repair and condition; and
- k. To perform such duties as may be required by the Council or authorized under the Council-Administrator form of government found in the South Carolina Code of Laws, as amended.

2-3.2 **NO AUTHORITY OVER ELECTED OFFICIALS:** With the exception of organizational and administrative policies established by the Council, the County Administrator shall exercise no direct authority over any elected official of the County whose offices were created by the Constitution or by the general law of the state.

2-3.3 **COUNCIL TO DEAL WITH EMPLOYEES THROUGH ADMINISTRATOR:** Except for the purposes of official Council approved inquiries and investigations in accordance with South Carolina Code of Laws Ann. § 4-9-660, the Council shall deal with County directors and employees who are subject to the supervision of the County Administrator solely through the Administrator, and neither the Council nor its individual members shall give orders or instructions directly to any such officers or employees.

- 2-3.4 **ABSENCE OR DISABILITY:** During the extended absence or disability of the Administrator, the Council shall designate another person to serve as acting Administrator.
- 2-3.5 **THE RELATIONSHIP TO COUNCIL:** The Administrator shall maintain high standards of integrity and confidence and adhere to the highest ethical and moral principles in the execution of duties. It shall be the Administrator's duty to continue to keep abreast of advances and developments in County Government administration. When the Council has established a policy in reference to any matter the County Administrator is directed to execute and administer that policy without further action by Council. In the event that any policies established by Council shall need changes or further definition it shall be the duty of the County Administrator to recommend to County Council in writing the proposed changes or definitions. It shall be the duty of the County Administrator to promulgate, implement and execute administrative policies for the management of operational functions of county government, and to propose necessary legislative and public policies for adoption by Council in order that such policies shall be executed without further action by Council.
- 2-3.6 **ACTIVITY REPORT:** The County Administrator is authorized and directed to develop and require submission of activity reports from all departments and agencies at such intervals and in such form as the County Administrator shall determine.
- 2.37 **OUTSIDE EMPLOYMENT:** The County Administrator will devote his/her full time to the administration of the County Government. Outside employment is prohibited unless approved by a majority vote of the members of Council and may be reflected in the Administrator's employment contract.
- 2-4. **CLERK:** The Council shall appoint a Clerk for an indefinite term. The Clerk shall record all proceedings of the Council and keep a journal of the proceedings which shall be open to public inspection; deliver copies of the minutes of each Council meeting to all members of Council prior to the next regular meeting; keep a register of all Ordinances and Resolutions, assigning them a number and arranging them in order of introduction, and shall assist in their indexing and codification; attest the signature of the Chairperson, Vice-Chairperson or County Administrator on official instruments or documents. During the disability or extended absence of the Clerk, the Council may designate an acting Clerk.
- 2-4.1 **PERMANENT RECORD OF PROCEEDINGS:** Minutes of all Council meetings and work sessions shall be taken in summary form. All Council member

votes shall be recorded in the minutes. The recordings of all Council meetings shall be permanently maintained for a minimum of five (5) years from the date of the meeting. Minutes of Council meetings will be transcribed verbatim only when requested by a Council member for a particular meeting or a portion of a meeting.

- 2-5. **COUNTY ATTORNEY:** The Council shall establish the position of County Attorney who shall provide general counsel to the County Administrator and Council. The County Administrator shall hire and supervise the County Attorney.

The County Attorney shall prepare or review all drafts of ordinances or resolutions as authorized by Council or the County Administrator for legal sufficiency, advise Council and the County Administrator on legal matters, and provide such other legal assistance to county departments and agencies as the County Administrator may authorize.

The County Attorney shall attend all regular meetings of Council and shall attend all special meetings of Council upon the request of the County Administrator. The County Attorney is not required to attend Committee meetings unless requested to do so by the County Administrator. The County Attorney shall refrain from participation in the election of the members of Georgetown County Council or other Georgetown County elected officials.

### **ARTICLE THREE**

#### **MEETINGS**

- 3-1. **MEETING ATTENDANCE:** The Council shall convene its regular meeting for the transaction of official business in the Georgetown County Council Chambers, unless otherwise specified by Council, with each member of Council generally making every effort to attend. If, however, for any reason a member of Council cannot attend any scheduled public meeting, he/she should notify the Clerk to Council prior to the beginning of the meeting to notify the Council and the public of the reason for the absence.

3-2. **MEETINGS, REGULAR**

- 3-2.1 Regular meetings of Council shall be held in accordance with a schedule prescribed by Council and made public at the beginning of each calendar year. The Council may vary the schedule upon concurrence of a majority.
- 3-2.2 Requests for agenda matters and supporting materials shall be provided to the County Administrator no later than 12:00 p.m. seven (7) days prior to the regular meeting date. Upon approval of the Chairperson, the agenda is set by the County Administrator no later than Friday of the week

preceding the regular Council meeting. Publication of the agenda shall be on Friday prior to the regular meeting or as soon as practicable thereafter, and, pursuant to the South Carolina Freedom of Information Act (as amended) the agenda is posted online and available upon request no later than twenty four (24) hours before the meeting.

3-3. **MEETINGS, SPECIAL**

- 3-3.1 The Chairperson or the majority of the members of Council may call special meetings of the Council.
- 3-3.2 All Council members shall be given written notice of a special meeting that specifies the subject matter to be discussed.
- 3-3.3 Twenty four (24) hours' notice must be given for a special meeting and the agenda is posted online no later than twenty four (24) hours before the meeting.

3-4. **MEETINGS, EMERGENCY**

- 3-4.1 The Chairperson, or in his/her absence the Vice-Chairperson, may call an emergency meeting.
- 3-4.2 An emergency meeting notice must be supported by a subject matter found in the South Carolina Code of Laws as constituting an emergency.
- 3-4.3 Only the items specified as constituting the emergency shall be considered at the emergency meeting.
- 3-4.4 Notice to all the Council of an emergency meeting will be by telephone, email, or other means as soon as practicable by no less than two (2) hours before the meeting.

3-5. **MEETINGS, BRIEFINGS, AND WORK SESSIONS**

- 3-5.1 The Chairperson may call a Briefing Meeting or Work Session or such meeting may be scheduled at a regular Council meeting.
- 3-5.2 All Council members shall be given written notice of a Briefing or Work Session Meeting that specifies the subject matter to be discussed at least two (2) days before the meeting. The agenda shall be posted online no later than twenty four (24) hours before the meeting.

- 3-5.3 The primary purpose of a Briefing or Work Session meeting shall be to present in-depth information and to provide an opportunity for the Council to raise questions for the purpose of making more informed decisions on complex issues that would take undue time at a regular meeting.

3-6. **MEETINGS, PUBLIC HEARING**

- 3-6.1 The Council shall hold public hearings for those matters required by law and may hold public hearings for any purpose the Council deems appropriate. Public hearings shall be held before final action is taken to:
- a. Adopt annual operational and capital improvement budgets;
  - b. Make appropriations, including supplemental appropriations;
  - c. Adopt building, housing, electrical, plumbing, gas, and other regulatory codes involving penalties;
  - d. Adopt zoning and subdivision regulations;
  - e. Levy taxes; and
  - f. Sell, lease or contract to sell or lease real property owned by the County.
- 3-6.2 Such public hearings shall be advertised as required by law. If there is no applicable law, public hearings shall be advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to such hearing with notices and agenda posted online no later than twenty four (24) hours before the hearing.
- 3-6.3 A public hearing is understood to be a forum for people interested in the subject matter to present information to the Council for their consideration as they deliberate an issue. It is not a forum for opponents and proponents to debate their differences nor is it a forum for debate or argument between members of Council and opponents or proponents, or each other.
- 3-6.4 Each speaker shall be limited to three (3) minutes.
- 3-6.5 The presiding officer may terminate a presentation that is covering the same information covered by a previous speaker. Such speakers shall be encouraged to simply state their agreement with a previous speaker and bring new information to the subject.
- 3-6.6 In addition to verbal presentation, written material may be submitted to the Council for their consideration but the receipt and handout of written material shall not cause the flow of the meeting to stop.

3-6.7 The public hearing will be limited to a total of thirty (30) minutes for formal presentations.

3-7. **EXECUTIVE SESSION**

3-7.1 The Council may hold an executive session only for a purpose permitted by the South Carolina Freedom of Information Act, as amended. These purposes are defined in the South Carolina Code of Laws and are generally are limited to:

- a. Discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, or a person regulated by a public body, or the appointment of a person to a public body.
- b. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against said agency of a claim.
- c. Discussion regarding the development of security personnel or devices.
- d. Investigative proceedings regarding allegations of criminal misconduct.
- e. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of an industry or other business in the area served.

3-7.2 To hold an executive session, a motion must be made stating the specific purpose of the executive session or referring to the published agenda wherein the specific purpose is listed, seconded, and adopted to go onto executive session.

3-7.3 No vote shall be taken in executive session.

3-8. **ELECTRONIC MEETINGS**

3-8.1 Upon authorization and vote, and in accordance with the South Carolina Freedom of Information Act (also referred herein as “the Act”), Council and all Georgetown County Boards and Commissions (collectively referred to throughout as “the Governing Body”) conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media,



or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating “yay” or “nay.” All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act; provided, however, any digital broadcast of the meeting is not required to be kept as a record by the Governing Body.

(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. In lieu of public comment periods, members of the public may submit their written public comments via email to the Clerk to Council – [tfloyd@gtcounty.org](mailto:tfloyd@gtcounty.org) - which shall be distributed to the members of the Governing Body.

(h) With respect to public hearings required by the South Carolina Code of Laws, said public hearings shall be conducted electronically as provided herein. All public comments made during such hearing shall be submitted in writing to the Clerk to Council via either:

- 1) U.S. Mail addressed to:  
Clerk to Council  
Georgetown County Council  
716 Prince Street  
Georgetown, South Carolina 29440
- 2) Email addressed to [tfloyd@gtcounty.org](mailto:tfloyd@gtcounty.org)

All comments must be received one (1) hour prior to the scheduled hearing. The comments shall be distributed to the members of the Governing Body prior to the public hearing and read into the record at the time of the public hearing. The comments shall be limited to three hundred (300) words or less. In the event more than ten (10) comments are received, the Chairperson is authorized to paraphrase the reading of the comments into the record in order to optimize time efficiency of the public hearing.

#### **ARTICLE FOUR** **QUORUM**

- 4-1. **QUORUM:** A majority of the seven members of the Council shall constitute a quorum to begin a meeting for the transaction of official business.

#### **ARTICLE FIVE** **PUBLISHED AGENDA**

- 5-1 **PUBLISHED AGENDA:** For all regularly scheduled meetings, the Council shall address itself to an established, published agenda. The Council shall approve the published agenda, including the Consent Agenda and the Executive Session agenda.

Once an agenda for a regular, special, called or rescheduled meeting is posted, no items may be added to the agenda without an additional 24-hour notice to the

public. The notice must be made in the same manner as the original posting.

After a meeting begins, an action item which is not a final action and for which public comment has been or will be received at a publicly noticed meeting, may be added to the agenda by a two-thirds vote of the members present and voting.

After a meeting begins, an action item which is a final action or for which there will be no opportunity for public comment, may be added to the agenda by

- a two-thirds vote of the members present and voting, and
- a finding that an emergency or exigent circumstance exists (an exigent circumstance would be considered an urgent or time-sensitive issue).

5-1.1 A public comment period may be the first item of business on the agenda and shall be limited to thirty (30) minutes. Each speaker will be limited to no more than three (3) minutes. If there are more than ten speakers, time allotted will be reduced to allow all speakers signed in to present within the 30 minute period. No speaker may yield his/her allotted time to another speaker. Members of the public who wish to address Council during the public input period shall sign up with the Clerk of Council before the meeting is called to order by the presiding officer. Preference as to the order of the speakers shall be given to those who have notified the Clerk in advance of the meeting of their desire to speak. When there are several members of the public present to address the same issue, one spokesperson shall be chosen on behalf of the group and the presiding officer has the authority to enforce this provision. A public comment period is not required under the South Carolina Code of Laws, rather it is authorized by Council as a means for the citizenry to speak to their representatives in a public setting. Consequently, no person shall be allowed to indulge in personalities, use language personally offensive, charge deliberate misrepresentation, or use language tending to hold a member of Council, a member of the County staff, or a member of the public up to contempt or ridicule.

5-1.2 Any Council member desiring to place an item on the agenda shall notify the Chairperson. The Chairperson shall notify the Clerk no later than 12:00 p.m. 7 days prior to the regular meeting. This provision shall include the names and applications of appointees to various county boards and commissions.

5-1.3 The consent agenda may consist of items that are more than likely not to be controversial as well as any ordinance proposed for first reading. Any Council member may request that an item be placed on the consent agenda, and any member may request that an item be removed therefrom. Any ordinance may be read in at first reading by title only.

**ARTICLE SIX**  
**DECORUM AND DEBATE**

- 6-1. When a measure is before the Council for consideration, the presiding officer shall recognize the appropriate individual to present the case.
- 6-2. When two (2) or more members wish to speak, the presiding officer shall decide and recognize such members in turn.
- 6-3. No member of Council shall interrupt another while speaking, except to make a point of order or make a point of personal privilege.
- 6-4. The presiding officer shall not be obligated to recognize any Council member for a second comment on a subject or amendment until every Council member wishing to speak has been allowed a first comment.
- 6-5. No member shall speak more than five (5) minutes on any subject or amendment. Such member may use his/her time in any combination, in separate speech or comments totaling five (5) minutes. Council members shall also have the right to yield a portion of their time to another member.
- 6-6. Any member wishing to speak more than five (5) minutes on any question or any amendment to the question shall be accorded the privilege without objection or upon motion supported by two-thirds of the Council members present.
- 6-7. The Council may agree to limit debate on any item of business before it. That agreement may be formalized by a majority vote of the Council.
- 6-8. The presiding officer shall not entertain any dilatory motions.
- 6-9. No Council member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use other language tending to hold a member of Council or the public up to contempt or ridicule.
- 6-10. If a member is speaking or otherwise transgressing the rules of the Council, the presiding officer shall, or any Council member may, call him or her to order. In such case, he or she shall immediately be silent unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she shall be at liberty to proceed, but otherwise shall remain silent.

- 6-11. Any member found in violation of the rules of Council by a majority vote of Council may be censured.

## **ARTICLE SEVEN**

### **VOTING**

- 7-1. A member may cast his/her vote in person or by any electronic means if a member is unable to attend in person. No members of the County Council, or a committee, shall be allowed under any circumstances to vote by proxy at any Council or Committee meeting.
- 7-2. Any member may request a roll call vote at any time.
- 7-3. No member shall vote on any question where his/her private interest in the matter presents a conflict of interest (according to the South Carolina State Ethics Act). Members shall declare their conflict of interest in an issue and refrain from participating in the discussion or the vote on the issue. The meeting minutes shall reflect any conflict of interest declaration.

## **ARTICLE EIGHT**

### **COUNCIL DECISIONS**

- 8-1. The members of Council have the responsibility to establish policy, make Council decisions, and adopt ordinances which in the majority view will be in the best interest of Georgetown County and all its citizens. Council members thus have an obligation to expect differences of opinion and to respect the views of each individual member of Council. At the same time, individual members should recognize that when the Council has made a decision, the issue has been decided whether or not they were in the majority or the minority.

## **ARTICLE NINE**

### **ORDINANCES AND RESOLUTIONS**

- 9-1. **ORDINANCES AND RESOLUTIONS IN GENERAL:** The Council shall take legislative action by Ordinance. Executive action shall be taken by Resolution.
- 9-2. **READINGS:** With the exception of emergency ordinances, all ordinances shall be read at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third reading. A verbatim reading of an ordinance shall not be required unless such reading is requested by a member.
- 9-3. **FIRST READING:** An ordinance may be introduced for first reading by title only at any meeting of Council. No debate or amendment shall be in order unless a

member makes a motion to invoke the pending ordinance doctrine for a zoning ordinance matter. The ordinance may be referred by the Chairperson to an appropriate committee or to the Council as a whole.

- 9-4. **SECOND READING:** Reports on a proposed ordinance shall be presented at the next regular meeting after the first reading. Prior to second reading, a draft of the text of the ordinance shall be delivered to every member. After the proposed ordinance has been read, amendments shall be in order, but shall not be considered unless they are germane to the proposed ordinance. Any member of the Council may require that amendments be in writing. After all amendments and privileged motions, if any, are disposed of, the question shall be, shall the ordinance receive second reading.
- 9-5. **THIRD READING:** After the ordinance has been given second reading, and if a public hearing has been held if required by law or action of Council, it shall be given third reading at a subsequent public meeting and amendments may be offered on third reading the same as on second reading. After all amendments and privileged motions, if any are disposed of, the question shall be passage of the ordinance.
- 9-6. **VOTES REQUIRED FOR PASSAGE:** With the exception of those items requiring a 2/3<sup>rd</sup> majority or alternate majority type for approval as found in State law, no ordinance or amendment shall be adopted unless at least a majority of the members present shall have voted for its passage on second and third readings. The repeal or amendment of ordinances shall follow the same procedure set forth for adoption.
- 9-7. **EMERGENCY ORDINANCES:** To meet public emergencies, affecting life, health, safety of the property of the people, Council may adopt emergency ordinances, but such ordinances shall not levy taxes, grant, renew, or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain declaration that an emergency exists and shall describe the emergency. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirement, or public notice. Such ordinances shall expire automatically as of the 61<sup>st</sup> day of the following enactment.
- 9-8. **CODIFICATION:** All ordinances enacting general law shall be compiled, indexed, codified, and made available online. Further, all ordinances, regardless of type, shall be kept by the Clerk and maintained in a permanent record of all ordinances adopted. Nothing herein prevents any requirement of this section from being satisfied by electronic means.

- 9-9. **EFFECTIVE DATE OF ORDINANCES:** Ordinances shall take effect on the day the ordinance is given third reading unless another date is specified in the ordinance.
- 9-10. **RESOLUTIONS:** A resolution shall require only one reading for its adoption, and may be adopted at either a regular or special meeting by a majority vote of the members present at the meeting.
- 9-11. **STANDARD CODES OR TECHNICAL REGULATIONS:** The Council may adopt any standard code or technical regulation by reference.

## **ARTICLE TEN** **COMMITTEES**

- 10-1. **APPOINTMENTS TO STANDING COMMITTEES:** All members of Council shall be appointed to serve on at least one of the Council standing committees. Standing committee appointments shall be made by the Chairperson no later than the second regular meeting of Council in January following each general election and the Chairperson shall also designate the respective Chairperson of each committee. Members of the standing committees shall serve until the next general election of Council, unless they are removed by their consent or cease to be member of Council. Each standing committee shall consist of not less than three members.
- 10-2. **STANDING COMMITTEES:** Standing committees of the Council shall be as follows:
- 10-2.1 An Administration and Finance Committee which shall consist of not less than three members of the County Council.
  - 10-2.2 A Health, Education, and Leisure Committee which shall consist of not less than three members of the County Council.
  - 10-2.3 A Justice and Safety Committee which shall consist of not less than three members of the County Council.
  - 10-2.4 A Public Works Committee which shall consist of not less than three members of the County Council.
  - 10-2.5 Ad-Hoc Committees: Upon the authorization of Council, their Chairperson may appoint ad-hoc committees composed of Council members, a combination of council members and citizens, or citizen members only to study and advise council on a specific issue. Such committees shall function for a specific time periods and shall be dissolved at the end of the time period or when their business is finished, whichever is the earliest. The time period for

existence of such committees may be extended for a time certain by action of the Council.

- 10-2.6      Committee Meetings and Reports: Committee meetings shall be held on the call of the Chairperson of the committee upon two days' notice of such meeting to each committee member, unless all of the members of the committee waive such notice and agree upon an earlier time for such meeting but no earlier than 24 hours before the scheduled start of the meeting. A quorum for each committee shall consist of a majority of its members. The Chairperson of a standing committee shall report upon the activities of the committee at a regular council meeting, and a time for such reports shall be deemed to be included in every agenda when the subject matter of the report has previously been referred to the committee. Each committee shall function as an advisory committee to the County Administrator when the Administrator so requests and to the County Council. Each committee shall investigate, gather information, make inquiries, and study the issues under its jurisdiction with a purpose of keeping the Council fully informed. Committees may make reports to the Council with recommendations for action by the Council. Action taken by any committee shall not be construed as action taken by the Council until the subject matter of the committee's action has been presented at a regular or special meeting of the Council and acted upon by the Council in accordance with these rules.
- 10-2.7      Recall of Referred Matters: Any matter which has been referred to a committee may be recalled by an affirmative vote of the majority of the members of Council in attendance of a Council meeting.

## **ARTICLE ELEVEN**

### **PARLIAMENTARY PROCEDURE**

- 11-1      **CHAIRPERSON TO VOTE:** The Chairperson shall vote in all cases except where a personal conflict exists.
- 11-2      **PRIVILEGE OF COUNCILMEMBERS:** A Council member shall have the privilege of having an abstract of the member's statement on any subject under consideration by the Council member entered in the minutes.
- 11-3      **STATEMENT ON BEHALF OF COUNCIL:** No Council member shall make or issue any statement which purports to speak on behalf of the entire Council or the Council as a body at any time unless the issue is question has been duly adopted by the Council. The Chairperson shall thereupon be the official spokesman for



Council unless the Chairperson has recommended and the Council has approved another person to serve as the spokesman on a particular issue.

- 11-4 **WHEN MOTIONS ARE DEBATABLE:** All motions, except motions to adjourn, to recess, to lay on the table, and questions of order or privilege, shall be debatable. No motion shall be debated until it has been stated by the Chairperson. All questions of order shall be decided by the Chairperson without debate, subject to an appeal to the Council.
- 11-5 **MOTIONS TO RECONSIDER:** A motion to reconsider any action taken by the Council may be made only on the day such action was taken or at the next regular meeting of Council. Such motion must be made by a Council member voting on the prevailing side, but may be seconded by any other Council member, and may be made at any time.
- 11-6 **MOTIONS THAT INTERRUPT A SPEAKER:** Only the following motions shall be permitted to interrupt a speaker:
- 11-6.1 A question of order. This question is to the effect that the rules of Council are not being adhered to. It is not debatable and does not require a second.
- 11-6.2 A question of privilege. This question relates to the rights and privileges of a member of the Council, i.e., charges made against the official character of a member; that the member has not been furnished with pertinent information available to other members of Council; that the member did not hear or understand a statement presented to Council, etc. It does not require a second.
- 11-6.3 A motion to adjourn. This motion is not debatable but does require a second.
- 11-7. **MOTIONS THAT CANNOT INTERRUPT A SPEAKER BUT MAY INTERRUPT THE PROCEEDINGS:** The following motions cannot interrupt a speaker without the speaker's consent but may interrupt the proceedings and shall be received during debate:
- 11-7.1 A motion to lay on the table. The motion removes the subject from consideration until the Council votes to again consider the subject. It is not debatable but does require a second. Any item remaining on the table at the adjournment of the regular meeting following the meeting where the motion to lay on the table was approved shall be permanently removed from Council consideration.

- 11-7.2 A motion for the previous/to call the question. This motion is to the effect that the debate now cease, and the Council immediately proceed to vote on the pending question. It is not debatable but does require a second.
- 11-7.3 A motion to adjourn debate to a subsequent meeting. The effect of this motion is to postpone the subject to the time specified in the motion and until which time it cannot be taken up except by majority vote of the Council. It is debatable and does require a second.
- 11-7.4 A motion to commit or recommit. The effect of this motion is to refer the subject to a committee. It is debatable and requires a second.
- 11-7.5 A motion to amend. This motion is debatable and requires a second.

The above motions have precedence in the order listed.

**11.8 MOTIONS THAT DO NOT REQUIRE A SECOND:** The following motions do not require a second.

- 11.8-1 Inquiries of any kind.
- 11.8-2 Leave to withdraw a motion.
- 11.8-3 Nominations.
- 11.8-4 Point of order.
- 11.8-5 Question of privilege.

## **ARTICLE TWELVE**

### **DOCUMENTS**

- 12-1. **DOCUMENTS OF THE COUNTY:** All documents, files, correspondence, reports, records, and other written, printed or electronic material or information pertaining to the business of Georgetown County or to any of its departments or personnel, prepared, received or used by the County Administrator or any other County official or employee in the course of County employment shall be the property of Georgetown County. No such material or information shall be removed from the custody of Georgetown County at any time. Individuals seeking

to obtain information related hereto shall may be able to do so in accordance with the South Carolina Freedom of Information Act, as amended.

- 12-2. **PERSONNEL FILES:** Personnel files are confidential information and shall be available to Council members only as a part of an official inquiry or investigation authorized by Council.

### **ARTICLE THIRTEEN**

#### **SEAL**

- 13-1. **SEAL OF THE COUNTY OR COUNCIL:** The seal of Georgetown County or the Georgetown County Council shall not be required upon execution or attestation of any document.

### **ARTICLE FOURTEEN**

#### **SUSPENSION OF RULES**

- 14-1. **SUSPENSION OF RULES:** Any of these rules may be suspended except those which are matters of State law, upon an affirmative vote of a majority of the members of the Council.

### **ARTICLE FIFTEEN**

#### **AMENDMENT OF RULES**

- 15-1. **AMENDMENT OF RULES:** Amendment of these ruled shall be by ordinance.

ANY PREVIOUSLY ADOPTED RULES OF PROCEDURE BY GEORGETOWN COUNTY COUNCIL UNDER ORD. 99-30 ARE HEREBY REPEALED AND REPLACED WITH THIS ORDINANCE.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021 by a vote of Georgetown County Council.

\_\_\_\_\_  
Chairperson

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd, Clerk

This ordinance is approved as to form and content.

---

H. Thomas Morgan, Jr., Esq.  
Interim Georgetown County Attorney

STATE OF SOUTH CAROLINA       )  
                                                          )  
COUNTY OF GEORGETOWN       )

**AN ORDINANCE TO ADOPT RULES OF PROCEDURE FOR THE GEORGETOWN COUNTY COUNCIL**

**WHEREAS**, Georgetown County Council finds it necessary to conduct the public’s business in a forthright manner that can be clearly understood by everyone involved and being so desires to adopt the following rules of procedure; AND

**NOW, THEREFORE**, Georgetown County Council shall adopt and utilize the following rules of procedure to govern the conduct of meetings of council and other matters provided therein:

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**ARTICLE ONE**

**RULES**

- 1-1. The following set of rules shall be in effect upon adoption by the Georgetown County Council (hereinafter “Council”). These rules shall pertain to all meetings and proceedings. ~~These rules shall take precedence over other rules of Council.~~ Items not ~~specifically~~ covered in these rules shall be decided in accordance with the South Carolina Association of Counties *Model Rules of Parliamentary Procedure, 3rd–2<sup>nd</sup> Edition* (hereinafter “Model Rules”). Any question of parliamentary procedure that cannot first be concluded from these adopted rules and then second from the Model Rules, will be decided utilizing the latest edition of Robert’s Rules of Order.
- 1-2. All committees of Council or advisory boards and commissions shall adopt and enforce rules of procedure and decorum consistent with the rules of Council.

**ARTICLE TWO**

**OFFICERS**

- 2-1. **CHAIRPERSON:** At the first meeting of the Council in January following each general election, the Council shall select one of its members to serve as Chairperson for a two year term. The Chairperson shall preside at all meetings of the Council and may execute on behalf of Council all official instruments or documents unless otherwise directed by a majority vote of Council. The Chairperson shall preserve order and decorum at all meetings, and shall state every question coming before Council, announce the decision of the Council, and

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decide questions of order. Any Council member may appeal the decision of the Chairperson on a question of order, and two thirds of those members present shall conclusively determine such question of order.

- 2-2. **VICE-CHAIRPERSON:** At the first meeting of the Council in January following the general election, the Council shall select one of its members to serve as Vice-Chairperson for a two year term. In the event that the Chairperson is absent or unable to serve, the Vice-Chairperson shall serve as Chairperson. In the event that the office of Chairperson is vacated, the Vice-Chairperson shall succeed to that office and another member shall be elected by Council to serve as Vice-Chairperson. When the Chairperson is absent from a regular or special meeting of the Council, or unavailable at the time execution on behalf of the Council is necessary, the Vice-Chairperson may execute on behalf of the Council all official instruments or documents unless otherwise directed by a majority vote of Council.

- 2-3. **COUNTY ADMINISTRATOR:** The Council, via a contract agreement, shall employ an Administrator, not a member of the Council, who shall be the Chief Administrative Officer of the County Government and shall be responsible for the administration of all the departments of the County Government which the Council has the authority to control. The County Administrator shall be apolitical, refraining from participation in the election of the members of the employing Council and from partisan political activities which would impair performance as a professional administrator. The Administrator shall be employed with regard to executive and administrative qualifications only, and need not be a resident of the County at the time of employment. The term of the employment shall be for a definite term, or at the pleasure of the Council. Before the Administrator may be removed from the position-office, the Council shall deliver to the Administrator a written statement of the reasons for the proposed removal, including and notice of the Administrator's right to a public hearing at a public meeting of the Council. Within five (5) days after delivery of the notice of removal, the Administrator may file with the Council a written request for a public hearing. This hearing shall be held by Council not earlier than twenty (20) days nor later than thirty (30) days after the request is filed. The Administrator may also file with the Council a written reply not later than five (5) days before the hearing. The removal of the Administrator shall not be effective until after the decision of the Council following the public hearing if one is held.

- 2-3.1 **POWERS AND DUTIES:** —The power and duties of the Administrator shall include, but not be limited to, the following:

a. To serve as the Chief Administrative and Executive Officer of the County Government;

a. \_\_\_\_\_

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- b. To execute the policies, directives and legislative actions of the Council;
- c. To direct and coordinate operational agencies and administrative activities of the County Government;
- d. To supervise expenditure of appropriated funds;
- e. To prepare annual, monthly, and other reports for Council on finances and administrative activities of the County;
- e. To be responsible for the administration of the County personnel policies including salary and classification plans approved by the Council;
- f. To be responsible for the employment and discharge of personnel in those departments in which the employment authority is vested in the County Council. This authority shall not extend to any personnel employed in departments or agencies under the direction of an elected official nor to personnel appointed by the Council.
- g. To prepare annual operating and capital improvement budgets and submit them to the Council at such time as the Council determines, including with the submission a statement describing the important features of the proposed budget such as all sources of anticipated revenue and the amount of tax revenue required to meet the financial requirements of the County. The Administrator shall offeraffix a certification stating that, in the Administrator's opinion, the proposed budget does not exceed anticipated revenues for the period concerned and he/she shall assure that there is full compliance.
- h. To execute on behalf of the Council official instruments or documents, including the power to contract and bind the County;
- i. To take all actions to provide for the County's compliance with applicable laws and regulations, and to maintain the physical properties of the County in good and safe state of repair and condition; and
- j. To perform such duties as may be required by the Council or authorized under the Council-Administrator form of government found in the South Carolina Code of Laws, as amended.

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- 2-3.2 **NO AUTHORITY OVER ELECTED OFFICIALS:** With the exception of organizational and administrative policies established by the Council, the County Administrator shall exercise no direct authority over any elected official of the County whose offices were created by the Constitution or by the general law of the state.
- 2-3.3 **COUNCIL TO DEAL WITH EMPLOYEES THROUGH ADMINISTRATOR:** Except for the purposes of official Council approved inquiries and investigations in accordance with South Carolina Code of Laws Ann. § 4-9-660, the Council shall deal with County directors officers and employees who are subject to the supervision of the County Administrator solely through the Administrator, and neither the Council nor its individual members shall give orders or instructions directly to any such officers or employees.
- 2-3.4 **ABSENCE OR DISABILITY:** During the extended absence or disability of the Administrator, the Council shall designate another person to serve as acting Administrator.
- 2-3.5 **THE RELATIONSHIP TO COUNCIL:** ~~—~~ The Administrator shall maintain high standards of integrity and confidence and adhere to the highest ethical and moral principles in the execution of duties. It shall be the Administrator's duty to continue to keep abreast of advances and developments in County Government administration. When the Council has established a policy in reference to any matter the County Administrator is directed to execute and administer supervise that policy without further action by Council. In the event that any policies established by Council shall need changes or further definition it shall be the duty of the County Administrator to recommend to County Council in writing the proposed changes or definitions. It shall be the duty of the County Administrator to promulgate, implement and execute administrative policies for the management of operational functions of county government, and to propose necessary legislative and public policies for adoption by Council in order that such policies shall be executed without further action by Council.
- 2-3.6 **ACTIVITY REPORT:** The County Administrator is authorized and directed to develop and require submission of activity reports from all departments and agencies at such intervals and in such form as the County Administrator shall determine.
- 2.37 **OUTSIDE EMPLOYMENT:** The County Administrator will devote his/her full time to the administration of the County Government. Outside employment is prohibited unless approved by a majority vote of the



members of Council and may be reflected in the Administrator's employment contract.

- 2-4. **CLERK:** The Council shall appoint a Clerk for an indefinite term. The Clerk shall record all proceedings of the Council and keep a journal of the proceedings which shall be open to public inspection; deliver copies of the minutes of each Council meeting to all members of Council prior to the next regular meeting; keep a register of all Ordinances and Resolutions, assigning them a number and arranging them in order of introduction, and shall assist in their indexing and codification; attest the signature of the Chairperson, Vice-Chairperson or County Administrator on official instruments or documents. During the disability or extended absence of the Clerk, the Council may designate an acting Clerk.

- 2-4.1 **PERMANENT RECORD OF PROCEEDINGS:** Minutes of all Council meetings and work sessions shall be taken in summary form. All Council members' votes shall be recorded in the minutes. The recording tapes of all Council meetings shall be permanently maintained by the Clerk for a minimum of five (5) years from the date of the meeting. Minutes of Council meetings will be transcribed verbatim only when requested by a Council member for a particular meeting or a portion of a meeting.

- 2-5. **COUNTY ATTORNEY:** The Council shall retain ~~establish the position of a~~ County Attorney who shall provide general counsel to the County Administrator and Council. ~~and serve at the pleasure of County Council.~~ The County Administrator shall hire and supervise the County Attorney on behalf of County Council.

The County Attorney shall prepare or review all drafts of ordinances or resolutions as authorized by Council or the County Administrator for legal sufficiency, advise Council and the County Administrator on legal matters, and provide such other legal assistance to county departments and agencies as the County Administrator may authorize.

The County Attorney shall attend all regular meetings of Council and shall attend all special meetings of Council upon the request of the County Administrator. The County Attorney is not required to attend Committee meetings unless requested to do so by the County Administrator. The County Attorney shall refrain from participation in the election of the members of Georgetown County Council or other Georgetown County elected officials.

## ARTICLE THREE

### MEETINGS

3-1. **MEETING ATTENDANCE:** The Council shall convene its regular meeting for the transaction of official business in the Georgetown County Council Chambers, unless otherwise specified by Council, with each member of Council generally making every effort to attend. If, however, for any reason a member of Council cannot attend any scheduled public meeting, he/she should notify the Clerk to Council prior to the beginning of the meeting to notify the Council and the public of the reason for the absence.

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### 3-2. **MEETINGS, REGULAR**

3-2.1 Regular meetings of Council shall be held in accordance with a schedule prescribed by Council and made public at the beginning of each calendar year. The Council may vary the schedule upon concurrence of a majority.

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3-2.2 Requests for agenda matters and supporting materials shall be provided to the County Administrator no later than 12:00 o'clock p.m. sevenon Thursday, (7)12 days prior to the regular meeting date. Upon approval of the Chairperson, the agenda is set by the County Administrator, upon approval of the Chairperson, no later than Friday Tuesday of the week preceding the regular Council meeting. Publication of the agenda shall be on FridayThursday prior to the regular meeting or as soon as practicable thereafter, and, pursuant to the South Carolina Freedom of Information Act (as amended) the agenda is posted online the bulletin board of the Courthouse and the County Administrative Office Building and available upon request no later than twenty four (24) hours before the meeting.

### 3-3. **MEETINGS, SPECIAL**

3-3.1 The Chairperson or the majority of the members of Council may call special meetings of the Council.

3-3.2 All Council members shall be given written notice of a special meeting that specifies the subject matter to be discussed.

3-3.3 Twenty four (24) hours' notice must be given for a special meeting and the agenda is -posted online the bulletin board of the Courthouse and the County Administrative Office Building no later than twenty four (24) hours before the meeting.

### 3-4. **MEETINGS, EMERGENCY**

3-4.1 The Chairperson, or in his/her absence the Vice-Chairperson, may call an emergency meeting.

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3-4.2 An emergency meeting notice must be supported by a subject matter found in the South Carolina Code of Laws as constituting an emergency.  
~~documentation of the emergency.~~

3-4.3 Only the items specified as constituting the emergency shall be considered at the emergency meeting.

3-4.4 Notice to all the Council of an emergency meeting ~~will~~ may be by telephone, email, or other means as soon as practicable by no less than  
~~not less than two~~four (24) hours before the meeting.

### 3-5. MEETINGS, BRIEFINGS, AND WORK SESSIONS

3-5.1 The Chairperson may call a Briefing Meeting or Work Session or such meeting may be scheduled at a regular Council meeting.

3-5.2 All Council members shall be given written notice of a Briefing or Work Session Meeting that specifies the subject matter to be discussed at least two (2) ~~working~~ days before the meeting. The agenda shall be posted online the bulletin board of the Courthouse and the County Administrative Office Building, no later than twenty four (24) hours before the meeting.

3-5.3 The primary purpose of a Briefing or Work Session meeting shall be to present in-depth information and to provide an opportunity for the Council to raise questions for the purpose of making more informed decisions on complex issues that would take undue time at a regular meeting.

### 3-6. MEETINGS, PUBLIC HEARING

3-6.1 The Council shall hold public hearings for those matters required by law and may hold public hearings for any purpose the Council deems appropriate. Public hearings shall be held before final action is taken to:

~~a.~~ Adopt annual operational and capital improvement budgets;

~~a.~~

~~b.~~ Make appropriations, including supplemental appropriations;

~~b.~~

~~c.~~ Adopt building, housing, electrical, plumbing, gas, and other regulatory codes involving penalties;

~~c.~~

~~d.~~ Adopt zoning and subdivision regulations;

~~d.~~

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~~e. Levy taxes; and~~

~~e.~~

f. Sell, lease or contract to sell or lease real property owned by the County.

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3-6.2 Such public hearings shall be advertised as required by law. If there is no applicable law, public hearings shall be advertised in a newspaper of general circulation in the community at least fifteen (15) days prior to such hearing with notices and agenda posted online the bulletin board of the County Courthouse and the County Administrative Building no later than twenty four (24) hours before the hearing.

3-6.3 A public hearing is understood to be a forum for people interested in the subject matter to present information to the Council for their consideration as they deliberate an issue. It is not a forum for opponents and proponents to debate their differences nor is it a forum for debate or argument between members of Council and opponents or proponents, or each other.

3-6.4 Each speaker shall be limited to threefive (35) minutes. ~~unless the Chairperson authorizes one (1) extension of three (3) minutes.~~

3-6.5 The presiding officer may terminate a presentation that is covering the same information covered by a previous speaker. Such speakers shall be encouraged to simply state their agreement with a previous speaker and bring new information to the subject.

3-6.6 In addition to verbal presentation, written material may be submitted to the Council for their consideration but the receipt and handout of written material shall not cause the flow of the meeting to stop.

3-6.7 ~~Proponents and opponents will each~~ The public hearing will be limited to a total of thirty (30) minutes for formal presentations. ~~on any agenda item. Notwithstanding the time limitation in Section 3-6.4, the proponents or opponents may opt to devote their entire time allocation to one or more speakers with the total time of all speakers not exceeding thirty (30) minutes. The presiding chairperson shall determine if this approach will be used by either side prior to recognizing the first speaker.~~  
3-6.7

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### 3-7. EXECUTIVE SESSION

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3-7.1 The Council may hold an executive session only for a purpose permitted by the South Carolina Freedom of Information Act, as amended, from time to time.

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These purposes are defined in the South Carolina Code of Laws and are generally are limited to:

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a. Discussion of employment, appointment, compensation, promotion, demotion, discipline or release of an employee, or a person regulated by a public body, or the appointment of a person to a public body.

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a. Discussion of negotiations incident to proposed contractual arrangements and proposed sale or purchase of property, the receipt of legal advice, settlement of legal claims, or the position of the public agency in other adversary situations involving the assertion against said agency of a claim.

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b. Discussion regarding the development of security personnel or devices.

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c. Investigative proceedings regarding allegations of criminal misconduct.

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d. Discussion of matters relating to the proposed location, expansion, or the provision of services encouraging location or expansion of an industry or other business in the area served.

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3-7.2 To hold an executive session, a motion must be made stating the specific purpose of the executive session or referring to the published agenda wherein the specific purpose is listed, seconded, and adopted to go onto executive session for a permitted purpose.

3-7.3 No vote shall be taken in executive session.

### 3-8. ELECTRONIC MEETINGS

3-8.1 Upon authorization and vote, and in accordance with the South Carolina Freedom of Information Act (also referred herein as "the Act"), Council and all Georgetown County Boards and Commissions (collectively referred to throughout as "the Governing Body") conduct public meetings exclusively in electronic form, provided the medium for such meeting, whether telephonic, broadcast video, computer-based, or other electronic media,

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or any combination of these, and the conduct of the electronic meeting, allows for the following standards and practices to be met:

(a) At the beginning of any electronic meeting, the presiding officer shall poll the members of the Governing Body to confirm attendance, and any member of the Governing Body attending by way of electronic media shall be considered present for the purposes of constituting a quorum.

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(b) Throughout the duration of the electronic meeting, all members of the Governing Body, as well as any officials or staff required to speak at such meeting, must have the capability to be heard at all times by any other member of the governing body and by the general public.

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(c) Any vote of the Governing Body must be conducted by individual voice vote of the members of the Governing Body, who shall verbally indicate their vote on any matter by stating "yay" or "nay." All individual votes shall be recorded by the clerk, secretary, or presiding officers, as appropriate.

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(d) Meetings shall be recorded or minutes kept in the same manner as an in-person meeting as required by the Act; provided, however, any digital broadcast of the meeting is not required to be kept as a record by the Governing Body.

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(e) All members of the governing body, officials, staff, and presenters should identify themselves and be recognized prior to speaking. Members of the Governing Body shall comply with the rules of the Governing Body as they relate to procedural matters in order to preserve order and allow for the effectiveness of electronic meetings.

(f) Electronic executive sessions shall be permitted in accordance with the provisions of the Act and the Governing Body shall properly announce its reason for going into any executive session in conformance with Section 30-4-70 of the Act. Upon the entry into any electronic executive session, meeting minutes need not be kept and the electronic meeting utilized for such executive session may be held by (i) a separate telephonic, broadcast video, computer-based, or other electronic media, or any combination of these wherein the public shall not be permitted to participate, or (ii) on the initial telephonic, broadcast video, computer-based, or other electronic media, or any combination of these, with the implementation of necessary participation or listening restrictions, provided that in either instance all members of the Governing Body must have the capability to be heard at all times.

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(g) With respect to any electronic meeting, any public comment periods provided for by local ordinance, resolution, policy, or bylaws are hereby suspended. In lieu of public comment periods, members of the public may submit their written public comments via email to the Clerk to Council – [tfloyd@gtcounty.org](mailto:tfloyd@gtcounty.org) - which shall be distributed to the members of the Governing Body.

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(h) With respect to public hearings required by the South Carolina Code of Laws, said public hearings shall be conducted electronically as provided herein. All public comments made during such hearing shall be submitted in writing to the Clerk to Council via either:

1) U.S. Mail addressed to:

Clerk to Council

Georgetown County Council

716 Prince Street

Georgetown, South Carolina 29440

2) Email addressed to [tfloyd@gtcounty.org](mailto:tfloyd@gtcounty.org)

All comments must be received one (1) hour prior to the scheduled hearing. The comments shall be distributed to the members of the Governing Body prior to the public hearing and read into the record at the time of the public hearing. The comments shall be limited to three hundred (300) words or less. In the event more than ten (10) comments are received, the Chairperson is authorized to paraphrase the reading of the comments into the record in order to optimize time efficiency of the public hearing.

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#### ARTICLE FOUR

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##### QUORUM

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- 4-1. **QUORUM:** A majority of the seven members of the Council shall constitute a quorum to begin a meeting for the transaction of official business.

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#### ARTICLE FIVE

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##### ~~PUBLISHED AGENDA~~ORDER OF BUSINESS

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- 5-1 **~~PUBLISHED AGENDA~~ORDER OF BUSINESS:** For all regularly scheduled meetings, the Council shall address itself to an established, published agenda. The Council shall approve the published agenda, including the Consent Agenda and the

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Executive Session agenda. ~~Once the agenda is published, requests to change the agenda will only be granted upon a majority vote of Council.~~

Once an agenda for a regular, special, called or rescheduled meeting is posted, no items may be added to the agenda without an additional 24-hour notice to the public. The notice must be made in the same manner as the original posting.

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After a meeting begins, an action item which is not a final action and for which public comment has been or will be received at a publicly noticed meeting, may be added to the agenda by a two-thirds vote of the members present and voting.

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After a meeting begins, an action item which is a final action or for which there will be no opportunity for public comment, may be added to the agenda by

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- a two-thirds vote of the members present and voting, and
- a finding that an emergency or exigent circumstance exists (an exigent circumstance would be considered an urgent or time-sensitive issue).

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The order of business shall be:

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- Invocation
- Pledge of Allegiance
- Public Comment Period
- Approval of the Agenda (including the Consent Agenda and Executive Session Agenda)
- Approval of Minutes
- Consent Agenda
- Public Hearings
- Appointments to Boards and Commissions
- Resolutions
- Third Reading of Ordinances
- Second Reading of Ordinance
- Introduction of Ordinances
- Council Briefing & Committee Reports
- Reports to Council
- Legal Briefing
- Executive Session
- Adjourn

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5-1.1 ~~A~~ The public comment period ~~may~~ shall be the first item of business on the agenda and shall be limited to thirty (30) minutes. Each speaker will be limited to no more than ~~three~~five (35) minutes. If there are more than ~~tensix~~ speakers, time allotted will be reduced to allow all speakers ~~signed in~~ to present within the 30 minute period. No speaker may yield his/her allotted time to another speaker. Members of the public who wish to

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address Council during the public input period ~~shall~~should sign up with the Clerk of Council before the meeting is called to order by the presiding officer. Preference as to the order of the speakers shall be given to those who have notified the Clerk in advance of the meeting of their desire to speak. When there are several members of the public present to address the same issue, ~~it is recommended that~~ one spokesperson shall be chosen on behalf of the group and the presiding officer has the authority to enforce this provision. A public comment period is not required under the South Carolina Code of Laws, rather it is authorized by Council as a means for the citizenry to speak to their representatives in a public setting. Consequently, No person shall be allowed to indulge in personalities, use language personally offensive, charge deliberate misrepresentation, or use language tending to hold a member of Council, a member of the County staff, or a member of the public up to contempt or ridicule.

5-1.2 Any Council member desiring to place an item on the agenda shall notify the ~~Chairman~~Chairperson. Clerk. The Chairman shall notify the Clerk no later than 12:00 ~~e'clock~~ p.m. ~~on Thursday, 12-7~~ days prior to the regular meeting. This provision shall include the names and applications of appointees to various county boards and commissions.

5-1.3 The consent agenda may consist of items that are more than likely not likely to to be controversial as well as any ordinance proposed for first reading. Any Council member may request that an item be placed on the consent agenda, and any member may request that an item be removed therefrom. Any ordinance may be read in at first reading by title only.

## ARTICLE SIX

### DECORUM AND DEBATE

- 6-1. When a measure is before the Council for consideration, the presiding officer shall recognize the appropriate individual to present the case.
- 6-2. When two (2) or more members wish to speak, the presiding officer shall decide and recognize such members in turn.
- 6-3. No member of Council shall interrupt another while speaking, except to make a point of order or make a point of personal privilege.
- 6-4. The presiding officer shall not be obligated to recognize any Council member for a second comment on a subject or amendment until every Council member wishing to speak has been allowed a first comment.

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- 6-5. No member shall speak more than five (5) minutes on any subject or amendment. Such member may use his/her time in any combination, in separate speech or comments totaling five (5) minutes. Council members shall also have the right to yield a portion of their time to another member.
- 6-6. Any member wishing to speak more than five (5) minutes on any question or any amendment to the question shall be accorded the privilege without objection or upon motion supported by two-thirds of the Council members present.
- 6-7. The Council may agree to limit debate on any item of business before it. That agreement may be formalized by a majority vote of the Council.
- 6-8. The presiding officer shall not entertain any dilatory motions.
- 6-9. No Council member shall be permitted to indulge in personalities, use language personally offensive, arraign motives of members, charge deliberate misrepresentation, or use other language tending to hold a member of Council or the public up to contempt or ridicule.
- 6-10. If a member is speaking or otherwise transgressing the rules of the Council, the presiding officer shall, or any Council member may, call him or her to order. In such case, he or she shall immediately be silent unless permitted to explain. The Council shall, if appealed to, decide the case without debate. If the decision is in favor of the member called to order, he/she shall be at liberty to proceed, but otherwise shall remain silent.
- 6-11. Any member found in violation of the rules of Council by a majority vote of Council may be censured.

## ARTICLE SEVEN

### VOTING

- ~~7-1~~ 7-1. A member ~~may must be present cast his/her vote in person or by any electronic means if a member is unable to attend in person. to cast his/her vote.~~ No members of the County Council, or a committee, shall be allowed under any circumstances to vote by proxy at any Council or Committee meeting.
- ~~7-2~~ 7-2. Any member may request a roll call vote at any time.
- ~~7-3~~ 7-3. No member shall vote on any question where his/her private interest in the matter presents a conflict of interest (according to the South Carolina State

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Ethics Act). Members shall declare their conflict of interest in an issue and refrain from participating in the discussion or the vote on the issue. The meeting minutes shall reflect any conflict of interest declaration.

## ARTICLE EIGHT

### COUNCIL DECISIONS

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- 8-1. The members of Council have the responsibility to establish policy, make Council decisions, and adopt ordinances which in the majority view will be in the best interest of Georgetown County and all its citizens. Council members thus have an obligation to expect differences of opinion and to respect the views of each individual member of Council. At the same time, individual members should recognize that when the Council has made a decision, the issue has been decided whether or not they were in the majority or the minority.

## ARTICLE NINE

### ORDINANCES AND RESOLUTIONS

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- 9-1. **ORDINANCES AND RESOLUTIONS IN GENERAL:** The Council shall take legislative action by Ordinance. Executive action shall be taken by Resolution. ~~All Ordinances and/or Resolutions that require funding for the following and/or subsequent years shall contain an impact statement of costs and funding options stated in dollars and millage based upon the current millage value.~~
- 9-2. **READINGS:** With the exception of emergency ordinances, all ordinances shall be read at three public meetings of Council on three separate days with an interval of not less than seven days between the second and third reading. A verbatim reading of an ordinance shall not be required unless such reading is requested by a member.
- 9-3. **FIRST READING:** An ordinance may be introduced for first reading by title only at any meeting of Council. ~~by title only. No vote shall be taken and a~~ No debate or amendment shall be in order unless a member makes a motion to invoke the pending ordinance doctrine for a zoning ordinance matter. The ordinance may be referred by the Chairperson to an appropriate committee or to the Council as a whole.

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- 9-4. **SECOND READING:** Reports on a proposed ordinance shall be presented at the next regular meeting after the first reading. Prior to second reading, a draft of the text of the ordinance shall be delivered to every member. After the proposed ordinance has been read, amendments shall be in order, but shall not be considered unless they are germane to the proposed ordinance. Any member of the Council may require that amendments be in writing. After all amendments and privileged motions, if any, are disposed of, the question shall be, "shall the ordinance receive second reading."
- 9-5. **THIRD READING:** After the ordinance has been given second reading, and if a public hearing has been held if required by law or action of Council, it shall be given third reading ~~at a~~ a subsequent public meeting and amendments may be offered on third reading the same as on second reading. After all amendments and privileged motions, if any are disposed of, the question shall be passage of the ordinance.
- 9-6. **VOTES REQUIRED FOR PASSAGE:** ~~With the exception of those items requiring a 2/3<sup>rd</sup> majority or alternate majority type for approval as found in State law, No~~ ordinance or amendment shall be adopted unless at least a majority of the members present shall have voted for its passage on second and third readings. The repeal or amendment of ordinances shall follow the same procedure set forth for adoption.
- 9-7. **EMERGENCY ORDINANCES:** To meet public emergencies, affecting life, health, safety of the property of the people, Council may adopt emergency ordinances, but such ordinances shall not levy taxes, grant, renew, or extend a franchise or impose or change a service rate. Every emergency ordinance shall be designated as such and shall contain declaration that an emergency exists and shall describe the emergency. An emergency ordinance is effective immediately upon its enactment without regard to any reading, public hearing, publication requirement, or public notice. Such ordinances shall expire automatically as of the 61<sup>st</sup> day of the following enactment.
- 9-8. **CODIFICATION:** All ordinances ~~enacting general law~~ shall be compiled, indexed, codified, ~~published by title and made available online. to public inspection at the office of the Clerk of Council. Further, all ordinances, regardless of type, shall be kept by the~~ ~~The Clerk and shall maintained in~~ a permanent record of all ordinances adopted. ~~Nothing herein prevents any requirement of this section from being satisfied by electronic means. and shall furnish a copy to the Clerk of Court for filing in that office.~~
- 9-9. **EFFECTIVE DATE OF ORDINANCES:** Ordinances shall take effect on the day the ordinance is given third reading unless another date is specified in the ordinance.

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9-10. **RESOLUTIONS:** A resolution shall require only one reading for its adoption, and may be adopted at either a regular or special meeting by a majority vote of the members present at the meeting.

9-11. **STANDARD CODES OR TECHNICAL REGULATIONS:** The Council may adopt any standard code or technical regulation by reference. ~~Copies of any adopted code to technical regulation shall be made available by the Clerk for distribution or for purchase at a reasonable price.~~

## ARTICLE TEN

### COMMITTEES

~~10-1~~ **10-1. APPOINTMENTS TO STANDING COMMITTEES:** All members of Council shall be appointed to serve on at least one of the Council standing committees. Standing committee appointments shall be made by the Chairperson no later than the second regular meeting of Council in January following each general election and the Chairperson shall also designate the respective Chairperson of each committee. Members of the standing committees shall serve until the next general election of Council, unless they are removed by their consent or cease to be member of Council. Each standing committee shall consist of not less than three members.

~~10-2~~ **10-2. STANDING COMMITTEES:** Standing committees of the Council shall be as follows:

~~10-2.1~~ **10-2.1** An Administration and Finance Committee which shall ~~consist of not~~

~~10-2.2~~ **10-2.2** consist of not less than three members of the County Council.

~~10-2.3~~ **10-2.2** A Health, Education, and Leisure Committee which shall consist of not less than three members of the County Council.

~~10-2.4~~ **10-2.3** A Justice and Safety Committee which shall consist of not less than three members of the County Council.

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~~10-2.4~~ ~~10-2.4~~ A Public Works Committee which shall consist of not less than three members of the County Council.

~~10-2.5~~ ~~10-2.5~~ ~~ADHOC COMMITTEES~~Ad-Hoc Committees; Upon the authorization

of Council, their Chairperson may appoint ad-hoc committees composed of Council members, a combination of council members and citizens, or citizen members only to study and advise council on a specific issue. Such committees shall function for a specific time periods and shall be dissolved at the end of the time period or when their business is finished, whichever is the earliest. The time period for existence of such committees may be extended for a time certain by action of the Council.

~~10-2.6~~ ~~10-2.6~~ ~~COMMITTEES MEETINGS AND REPORTS~~Committee Meetings and Reports:

Committee meetings shall be held on the call of the Chairperson of the committee upon two days' notice of such meeting to each committee member, unless all of the members of the committee waive such notice and agree upon an earlier time for such meeting but no earlier than 24 hours before the scheduled start of the meeting. A quorum for each committee shall consist of a majority of its members. The Chairperson of a standing committee shall report upon the activities of the committee at a each regular council meeting, and a time for such reports shall be deemed to be included in every agenda when the subject matter of the report has previously been referred to the committee. Each committee shall function as an advisory committee to the County Administrator when the Administrator so requests and to the County Council. Each committee shall investigate, gather information, make inquiries, and study the issues under its jurisdiction with a purpose of keeping the Council fully informed. Committees may make reports to the Council with recommendations for action by the Council. Action taken by any committee shall not be construed as action taken by the Council until the subject matter of the committee's action has been presented at a regular or special meeting of the Council and acted upon by the Council in accordance with these rules.

~~10-2.7~~ ~~10-2.7~~ ~~RECALL OF REFERRED MATTERS~~Recall of Referred Matters; Any matter

which has been referred to a committee may be recalled by an affirmative vote of the majority of the members of Council in attendance of a Council meeting.

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## ARTICLE ELEVEN

### PARLIAMENTARY PROCEDURE

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- 11-1 **CHAIRPERSON TO VOTE:** The Chairperson shall vote in all cases except where a personal conflict exists.
- 11-2 **PRIVILEGE OF COUNCILMEMBERS:** A Council member shall have the privilege of having an abstract of the member's statement on any subject under consideration by the Council member entered in the minutes.
- 11-3 **STATEMENT ON BEHALF OF COUNCIL:** —No Council member shall make or issue any statement which purports to speak on behalf of the entire Council or the Council as a body at any time unless the issue is question has been duly adopted by the Council. The Chairperson shall thereupon be the official spokesman for Council unless the Chairperson has recommended and the Council has approved another person to serve as the spokesman on a particular issue.
- 11-4 **WHEN MOTIONS ARE DEBATABLE:** All motions, except motions to adjourn, to recess, to lay on the table, and questions of order or privilege, shall be debatable. No motion shall be debated until it has been stated by the Chairperson. All questions of order shall be decided by the Chairperson without debate, subject to an appeal to the Council.
- 11-5 **MOTIONS TO RECONSIDER:** A motion to reconsider any action taken by the Council may be made only on the day such action was taken or at the next regular meeting of Council. Such motion must be made by a Council member voting on the prevailing side, but may be seconded by any other Council member, and may be made at any time.
- 11-6 **MOTIONS THAT INTERRUPT A SPEAKER:** Only the following motions shall be permitted to interrupt a speaker:
- 11-6.1 A question of order. This question is to the effect that the rules of Council are not being adhered to. It is not debatable and does not require a second.
- 11-6.2 A question of privilege. This question relates to the rights and privileges of a member of the Council, i.e., charges made against the official character of a member; that the member has not been furnished with pertinent information available to other members

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of Council; that the member did not hear or understand a statement presented to Council, etc. It does not require a second.

11-6.3 A motion to adjourn. This motion is not debatable but does require a second.

11-7. **MOTIONS THAT CANNOT INTERRUPT A SPEAKER BUT MAY INTERRUPT THE PROCEEDINGS:** The following motions cannot interrupt a speaker without the speaker's consent but may interrupt the proceedings and shall be received during debate:

~~11-7.1~~ 11-7.1 A motion to lay on the table. The motion removes the subject from consideration until the Council votes to again consider the subject. It is not debatable but does require a second. Any item remaining on the table at the adjournment of the regular meeting following the meeting where the motion to lay on the table was approved shall be permanently removed from Council consideration.

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11-7.2 A motion for the previous/to call the question. This motion is to the effect that the debate now cease, and the Council immediately proceed to vote on the pending question. It is not debatable but does require a second.

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11-7.3 A motion to adjourn debate to a subsequent meeting. The effect of this motion is to postpone the subject to the time specified in the motion and until which time it cannot be taken up except by majority vote of the Council. It is debatable and does require a second.

11-7.4 A motion to commit or recommit. The effect of this motion is to refer the subject to a committee. It is debatable and requires a second.

11-7.5 A motion to amend. This motion is debatable and requires a second.

The above motions have precedence in the order listed.

~~12-8.~~ 11.8 **MOTIONS THAT DO NOT REQUIRE A SECOND:** The following motions do not require a second.

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~~12-8-1~~ 11.8-1 Inquiries of any kind.

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~~12.8-2~~ 11.8-2 Leave to withdraw a motion.

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~~12.8-3~~ 11.8-3 Nominations.

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~~12.8-4~~ 11.8-4 Point of order.

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~~12.8-5~~ 11.8-5 Question of privilege.

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## ARTICLE TWELVE

### DOCUMENTS

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12-1. **DOCUMENTS OF THE COUNTY:** All documents, files, correspondence, reports, records, and other written, ~~or~~ printed or electronic material or information pertaining to the business of Georgetown County or to any of its departments or personnel, prepared, received or used by the County Administrator or any other County official or employee in the course of County employment shall be the property of Georgetown County. No such material or information shall be removed from the custody of Georgetown County at any time. Individuals seeking to obtain information related hereto shall may be able to do so in accordance with the South Carolina Freedom of Information Act, as amended.

12-2. **PERSONNEL FILES:** Personnel files are confidential information and shall be available to Council members only as a part of an official inquiry or investigation authorized by Council.

## ARTICLE THIRTEEN

### SEAL

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13-1. **SEAL OF THE COUNTY OR COUNCIL:** The seal of Georgetown County or the Georgetown County Council shall not be required upon execution or attestation of any document.

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## ARTICLE FOURTEEN

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**SUSPENSION OF RULES**

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- 14-1. **SUSPENSION OF RULES:** Any of these rules may be suspended except those which are matters of State law, upon an affirmative vote of a majority of the members of the Council.

**ARTICLE FIFTEEN**

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**AMENDMENT OF RULES**

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- 15-1. **AMENDMENT OF RULES:** Amendment of these ruled shall be by ordinance.

ANY PREVIOUSLY ADOPTED RULES OF PROCEDURE BY GEORGETOWN COUNTY COUNCIL UNDER ORD. 99-30 ARE HEREBY REPEALED AND REPLACED WITH THIS ORDINANCE.

ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021 by a vote of Georgetown County Council.

ChairmanChairperson

ATTEST:

\_\_\_\_\_  
Theresa E. Floyd, Clerk

This ordinance is approved as to form and content.

\_\_\_\_\_  
H. Thomas Morgan, Jr., Esq.  
Interim Georgetown County Attorney

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