

**SPECIAL MEETING/WORKSHOP OF CITY COUNCIL
JANUARY 25, 2018 – 4:00 PM
MUNICIPAL COURTROOM
GEORGETOWN, SOUTH CAROLINA**



Notice of this meeting has been made in accordance with the 1976 Code of Laws of South Carolina Freedom of Information Act.

- 1. CALL TO ORDER**
- 2. ANNOUNCEMENT CONCERNING ELECTRONIC DEVICES**
- 3. FINANCE**
 - A. Motion to Approve Budget Preparation Calendar for Fiscal Year 2018/2019.**

Attachments:

 - 1 Budget Calendar - Fiscal Year 2018-2019 (PDF)
- 4. WATER UTILITIES**
 - A. Motion to Terminate Verizon Lease Agreement for Radio Communications atop the Old Maryville Water Tower.**

Attachments:

 - 1 SOUTH GEORGETOWN Memorandum of Termination Agreement (PDF)
- 5. HOUSING AND COMMUNITY DEVELOPMENT**
 - A. Presentation regarding FEMA Mitigation Grant involving a city dwelling.**
- 6. ECONOMIC DEVELOPMENT**
 - A. Presentation on Tax Increment Financing District and its application within the City of Georgetown.**
- 7. EXECUTIVE SESSION**
 - A. Motion to adjourn Special Meeting and enter Executive Session pursuant to Section 30-4-70 (a)(2) to receive legal update on pending, threatened, or potential claims, advice related to the corporate client, covered by the attorney-client privilege and receive legal update.**
 - B. Motion to adjourn Executive Session and reconvene Special Meeting.**
 - C. NO FORMAL ACTION WAS TAKEN IN EXECUTIVE SESSION.**
- 8. COUNCIL MAY TAKE ACTION ON ITEMS DISCUSSED IN EXECUTIVE SESSION**
- 9. ADJOURNMENT**
 - A. Motion to adjourn Special Meeting of City Council.**



120 North Fraser Street • Georgetown, SC 29440 • (843) 545-4000

ACTION ITEM

DOC ID: 2452

Council Meeting Date:	25 January 2018
Department:	Finance
Issue Under Consideration:	Motion to Approve Budget Preparation Calendar for Fiscal Year 2018/2019.
Amount Requested:	
Is Item in Current Budget?	
If no, please explain:	
Financial Impact:	
Points to Consider:	
Options:	
Staff Recommendation:	

Reviews:

Debra Bivens Completed 01/22/2018 11:17 AM

Paul Gardner Completed 01/22/2018 2:12 PM

Ann U. Mercer Completed 01/23/2018 12:24 PM

Georgetown City Council Pending 01/25/2018 4:00 PM

Attachments:

1. 1 Budget Calendar - Fiscal Year 2018-2019 (PDF)



Fiscal Year 2018/2019 Budget Calendar

January 17, 2018 (Wednesday)	10:00 am	Refresher Budget Training & Kick-off meeting Police Department Training Room (after weekly staff meeting)
February 7, 2018 (Wednesday)	5:00 pm	The following due to the Finance/Administration Departments from all City Departments: • Fiscal Year 2017/2018 Year End Projections-All Accounts • Fiscal Year 2018/2019 Budget Projections – All Accounts • Fiscal Year 2018/2019 Personnel Requests • Fiscal Year 2018/2019 Vehicle Capital Requests
February 14-21, 2018	All Week	Departmental Budget Reviews
February 22-28, 2018		Administrator Review
March 1-15, 2018	NA	Finance prepares Draft budget for submission to City Council
March 16-17, 2018 (Friday-Saturday)	9:00 am	City Council Annual Retreat – Wampee Power Point Budget Presentation to Council
April 2-13, 2018 (Monday-Friday)	All Week	Mayor and City Council to schedule individual sessions with Administrator/Finance Director
May 8, 2018 (Tuesday)	4:00 pm	City Council Workshop #1 – Municipal Court
May 15, 2018 (Tuesday)	4:00 pm	City Council Workshop #2 -- Municipal Court
May 24, 2018 (Thursday)	5:30 pm	Budget Ordinance for First Reading (at Special/Workshop Council Meeting)
May 25, 2018	NA	Advertise Public Hearing and Projected Budget Totals in Newspaper
June 12, 2018 (Tuesday)	4:00 pm	City Council Workshop #3 (if needed) -- Municipal Court
June 21, 2018 (Thursday)	5:30 pm	Public Hearing and Budget Ordinance for Second Reading and Adoption (at regular Council meeting).
July 1, 2018	N/A	New Fiscal Year Begins

Paul Gardner, City Administrator
Debra L. Bivens, Director of Finance



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ACTION ITEM

DOC ID: 2451

Council Meeting Date:	25 January 2018
Department:	Water Utilities
Issue Under Consideration:	Motion to Terminate Verizon Lease Agreement for Radio Communications Atop the Old Maryville Water Tower.
Amount Requested:	N/A
Is Item in Current Budget?	N/A
If no, please explain:	This is a termination of an existing agreement with Verizon.
Financial Impact:	Approximately \$18,000 per year loss in revenue
Points to Consider:	• The original agreement was executed in 1999 for an original term of 5 years, with up to four 5 year renewal terms. • The old Maryville Water Tower has been in CIP to remove for past two budgets. • SCDHEC has been waiting on City to remove the old tank. • Verizon explored possibility of attaching to the new Maryville Water Tank but decided against doing so. • After termination, City will formally bid removing the water tank and should have this complete by end of current fiscal year.
Options:	Approve or Disapprove
Staff Recommendation:	Approve

Reviews:

Will Cook Completed 01/19/2018 11:28 AM
 Finance Completed 01/19/2018 11:45 AM
 City Attorney Completed 01/22/2018 12:13 PM
 Paul Gardner Completed 01/22/2018 2:10 PM
 Ann U. Mercer Completed 01/23/2018 12:25 PM
 Georgetown City Council Pending 01/25/2018 4:00 PM

Attachments:

1. 1 SOUTH GEORGETOWN Memorandum of Termination Agreement (PDF)

*Recording requested by
and after recording return to:*

Clark Law, P.C.
5556 Franklin Road, Ste. 202
Nashville, Tennessee 37220

Tenant Site Name: SOUTH GEORGETOWN

GEORGETOWN County, SC

MEMORANDUM OF LEASE TERMINATION AGREEMENT

This Memorandum of Lease Termination Agreement ("Agreement") is entered into as of _____, 2018 by and between **CITY OF GEORGETOWN MUNICIPAL CORPORATION**, with an address of P.O. Drawer 939, Georgetown, SC 29442 ("Landlord") and **CELLCO PARTNERSHIP** a Delaware limited partnership d/b/a Verizon Wireless, with its principal office at One Verizon Way, Mail Stop 4AW100, Basking Ridge, New Jersey 07920 ("Tenant").

WHEREAS, Landlord and SOUTH CAROLINA RSA NO. 5 CELLULAR GENERAL PARTNERSHIP D/B/A ALLTEL are parties to that certain Water Tower Attachment Communication Site Agreement dated November 9, 1999 of record at Book 1064, Page 160 in the Georgetown County, South Carolina Register of Deeds (as amended, the "Lease"), for certain space located in the City of Georgetown, County of Georgetown, State of South Carolina as more particularly described in the Lease (the "Premises"); and

WHEREAS, Tenant is the successor in interest to SOUTH CAROLINA RSA NO. 5 CELLULAR GENERAL PARTNERSHIP D/B/A ALLTEL; and

WHEREAS, the parties now desire to provide for the early termination of the Lease and the return of the Leased Premises to Landlord.

NOW, THEREFORE, in consideration of mutual promises contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed as follow:

1. **Termination.** The parties agree that in lieu of the original expiration date of the Lease, the Lease shall terminate on January 31, 2018 ("Termination Date"). Prior to the Termination Date, Tenant shall quit the Premises and surrender and return the Premises to Landlord, "as is" in broom clean condition.

2. **Mutual Release.** Upon Tenant satisfying its obligations set forth in this Agreement, Landlord releases, discharges and waives any claims known or unknown, against Tenant, its successor, assigns, officers or directors, arising out of or in any way connected with the Lease through the Termination Date, and Tenant releases, discharges and waives any claims, known or unknown, against the Landlord, its successors, assigns, officers or directors, arising out of or in anyway connected with the Lease through the Termination Date.

3. **Binding upon Successors and Assigns.** This Agreement shall be for the benefit of and be binding upon, the parties hereto and their respective successors and assigns.

4. **Final Agreement.** This Agreement shall constitute the final agreement and understanding of the parties on the subject matter hereof. This Agreement may be modified only by a further writing signed by the parties.

5. **Attorney Fees.** If any legal action is commenced to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which the prevailing party may be entitled.

6. **South Carolina Law; Illegality.** This Agreement shall be governed by the laws of the State of South Carolina. In case any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum as of the date first written above.

LANDLORD:

**CITY OF GEORGETOWN
MUNICIPAL CORPORATION**

WITNESS (1)

WITNESS (2)

By: _____
Print Name: _____
Title: _____
Date: _____

TENANT:

CELLCO PARTNERSHIP
d/b/a Verizon Wireless

WITNESS (1)

WITNESS (2)

By: _____
Print Name: Niraj Patel
Title: Director-Network Field Engineering
Date: _____

STATE OF SOUTH CAROLINA)
COUNTY OF _____)

I, the undersigned, a notary public in and for _____ County, South Carolina, do hereby certify that _____ (name of signatory), the _____ (title of signatory) of the CITY OF GEORGETOWN MUNICIPAL CORPORATION, known to me to be the same person whose name is subscribed to the foregoing MEMORANDUM OF LEASE TERMINATION AGREEMENT, appeared before me this day in person and acknowledged that, pursuant to his/her authority, signed the said Memorandum as his/her free and voluntary act on behalf of the named Lessor entity, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2018.

[SEAL]

Notary Public

My commission expires _____

STATE OF NORTH CAROLINA)
COUNTY OF MECKLENBURG)

I, the undersigned, a notary public in and for _____ County, North Carolina, do hereby certify that NIRAJ PATEL, Director-Network Field Engineering of CELLCO PARTNERSHIP d/b/a Verizon Wireless, known to me to be the same person whose name is subscribed to the foregoing MEMORANDUM OF LEASE TERMINATION AGREEMENT, appeared before me this day in person and acknowledged that, pursuant to his authority, he signed the said Memorandum as his free and voluntary act on behalf of the named Lessee entity, for the uses and purposes therein stated.

Given under my hand and seal this ____ day of _____, 2018.

[SEAL]

Notary Public

My commission expires _____