

**COMMITTEE ON REAL ESTATE**

April 23, 2019

A meeting of the Committee on Real Estate was held this date beginning at 3:36 p.m. at City Hall, 80 Broad Street, First Floor Conference Room.

Notice of this meeting was sent to all local news media.

**PRESENT**

Chairman Moody, Councilmember White, Councilwoman Jackson, Councilmember Waring (arrived at 3:41 p.m.), and Mayor Tecklenburg **Also Present:** Amy Wharton, Matt Fountain, Matt Frohlich, Susan Herdina, Tracy McKee, and Bethany Whitaker

The meeting was opened with a moment of silence provided by Councilmember White.

**Approval of Minutes**

On the motion of Councilmember White, seconded by Councilwoman Jackson, the Board voted unanimously to approve the minutes of the April 9, 2019 Real Estate Meeting.

**Request authorization for Mayor to execute an exchange agreement, between the City and Longborough Owners' Association to jointly pursue plans for new Dock and Passive Park to be planned, permitted and constructed at the City's expense. The Dock shall be designed for Public Dock Section and Private Dock Section, which will branch off of trunk of Public Dock. The parties will seek to have OCRM issue a Dock Permit and upon Dock Permit being issued, the HOA will convey the Property to the City, subject to certain Restrictive Covenants and Use agreements set forth in the attached Exchange Agreement.**

**Resolution to accept deeds to marshlands surrounding Longborough Dock and Park.**

Ms. Herdina stated they had talked about this a few months previous and since that time, the HOA had approved the agreement, so it was coming back to Real Estate to approve the Exchange Agreement. In exchange for the HOA transferring the property, the City was agreeing to replace the existing dock with a public/private dock that would give the public access to deep water and the HOA would have access to a private dock with boat slips for residents. The HOA and the City would jointly apply for the OCRM permit for the dock. The City would own, operate, and maintain the park and any amenities. The park would be passive and the City would host events in the park and would not allow reserved use of the park by private parties except for the HOA. The Longborough HOA would have the right to name the park, but it had to be reasonable and approved by the Mayor. Councilmember Gregorie had suggested the name Shoreview Park, and they had passed that to the HOA, but had not heard back on that. The HOA had the right to reserve the park for its exclusive use, upon notice to the City, up to six times during the year, except on City holidays. The City would patrol the park in the same manner that it patrolled other City parks and there would be no dedicated on-street parking for the park. The Parks Director and the Longborough HOA would meet at least once per year to discuss operations and if there were any issues. For the Resolution, the properties were parcels adjacent to the Longborough property. The marshland was over 25 acres.

Councilmember White asked if in the naming of the park, if they were giving the HOA 100% control of the naming. Ms. Herdina said that the agreement stated that the name had to be reasonable and approved by the Mayor. They would have the right to ask them to rename it, if their first suggestion wasn't approved. They hoped they would have the proposed name by that day, and that didn't happen. Councilmember White said that he wouldn't want to not allow for the opportunity for the Recreation Commission to not have purview of that process. Ms. Herdina stated they could bring it through Recreation. Councilmember Waring asked who would own the portion that walked out to the branches of the dock and Ms. Herdina said the City would. Councilmember Waring asked if they had thought about when it would be open. Ms. Herdina said they were talking about normal park hours which would be dusk to dawn. Councilmember Waring said that at Demetre Park, there was a gate that closed at a certain time. Ms. Herdina said it would be up to the Police Department to patrol it. Councilmember Waring said that he thought some of the residents wanted it to be controlled a little bit, so there wouldn't be loud noises or parties going on down there on the public side. Councilmember White said one thing to pass along to Parks was that one way to address that fairly easily would be to have a timed lock on the public side.

On the motion of Councilmember White, seconded by Councilwoman Jackson, the Board voted unanimously to approve the above two items.

**Request approval of a Temporary Access Agreement with M.B. Kahn Construction Company, Inc. for construction access, parking, and material laydown for use related to the construction of Grace Homes. (0 Cooper Street; TMS: 459-05-04-208)**

Mr. Frohlich stated that M.B. Kahn was the company that was building Grace Homes and they were looking for any area to have parking and some laydown. If the City's work went through with the RFP, it would expire and they would be off by the time the City got started.

On the motion of Councilmember White, seconded by Councilwoman Jackson, the Committee voted unanimously to approve the above item.

**Request approval of a Resolution expressing the City's intention to make a loan to WestEdge Foundation, Inc. supporting WestEdge's obligation pursuant to the Infrastructure Development Agreement to pay certain costs incurred by Charleston Horizon Devco, LLC for the installment of public improvements supporting the redevelopment of the WestEdge District, such loan to be secured by a Promissory Note in the form attached to the Resolution in the amount of \$925,000.00 which loan shall be repaid by TIF Revenues, and further, all outstanding principal and accrued interest shall be due five years after the date of the Note. Funding will come from prior General Fund reserves.**

Mr. Frohlich stated that the City entered into a tri-party agreement in September 2016 tied to the infrastructure at 10 and 22 WestEdge. Essentially, WestEdge Foundation entered into an agreement in October in the amount of \$12.7 million. Land Sales and interest were applied to that which was a little over \$9.1 million. There was a shortage and that shortage was actually less than what the City agreed to in the tri-party agreement which was to cover up to \$4.8 million, 50% City, and 50% from MUSCF. Essentially, they had done the work and the escrow had reached a point where there was about \$165,000 left. This was to supplement which would get them through October of this year. The amount that was agreed in the not to exceed was less than what the \$4.8 million was and the work was proceeding such as

they believed it would be even less than the \$4.6 million. This was similar to the promissory note they did before with 7% interest, paid back in five years when the next TIF withdrawal happened.

Councilmember White said he was trying to go back and understand the last time they had a similar situation which was associated with the infrastructure improvements that had been made. They had a cap on those improvements and they ultimately got the bill from the developer and the amount exceeded the cap by a fairly substantial amount. He asked if this was separate or related to continued infrastructure. Mr. Maher said there were two separate agreements. There was the 99 WestEdge Infrastructure Agreement which covered the infrastructure there and the City deck and then there was the 10/22 WestEdge Agreement which is what this was about. In the case of 99 WestEdge, there were no land sale proceeds that could be applied against the infrastructure cost because the City applied it to the parking deck. In this case, all of the land sale proceeds for 10 and 22 were, essentially, escrowed on the closings and they had been drawing down off of it. So, WestEdge had escrowed out all of the proceeds and they had been drawing off of that to disperse for payment for the infrastructure work as it was going on at 10 and 22, as opposed to 99, where payment came in full at completion. So, they had drawn down in the escrow account to about \$100,000. They knew there would be a gap and that was why the tri-party agreement was put in place. They just didn't know what the gap would be or when they would need the money, so they were now getting to the point where they needed the funds to supplement the escrow account to finish the work. The work was about 75% complete and should be fully complete by the end of the year.

Councilmember White asked how much the GMP was and Mr. Maher said it was \$12.65 million. Councilmember White asked what the net proceeds were from 10 and 22. Mr. Maher said it was about \$9.2 million. Councilmember White said there was a delta of about \$3 million, but this was only \$925,000 and asked where the additional \$2 million was coming from. Mr. Maher said this was \$925,000 to the City and \$925,000 to MUSC-F. Both were contributing 50%. They were asking for this amount now to get it through the planned work between now and October. There would be some additional work that would go from October to completion and they weren't asking for that amount right now, because they didn't know how much that would be. Everything was indicating that they would be less than the GMP price. Councilmember White asked if it was coming from General Reserve Funds. Ms. Wharton stated that when they did the capital projects, after they put 20% away, then they started allocating the 'extra' extra money to projects. They had been putting money aside for the last few years. Councilmember White asked if that was the only source of revenues for this and Ms. Wharton said it was. They would get paid back eventually with the 7% interest. Councilmember White asked how long they thought it would be before the TIF started to produce. Mr. Maher said it would be around 2020 or 2021. It depended on the results from the County. The projected TIF bonding capacity for 99 and 10 combined exceeded the exposure on both 99 WestEdge infrastructure and the 10/22 WestEdge infrastructure. The way they had structured it was that there was enough capacity by the projects they had created to more than cover the cost of the infrastructure that they were putting in place. Right now, they had about \$225 million in private investment between 10 and 22 WestEdge. That wasn't taking into account 99 WestEdge. Another thing to remember was that the City was a partner in WestEdge Foundation, effectively a 62% partner, so those land sale proceeds that they had been using to build the infrastructure with would ultimately come back

and represented \$6.8 million to eventually be dispersed to the City in land sale proceeds outside of the TIF reimbursement.

Councilmember White said he thought his concern was that they went through the exercise with 99 WestEdge and ended up exceeding the cap. Although he appreciated that they were under that GMP right now, it didn't mean it would hold true, even though they were 75% through the project. He felt like they were constantly having to go back to the well to fill it up. He felt like they should've taken a little more time to identify potential funding sources outside of the General Fund, particularly if they knew of the delta. The General Fund opportunity of \$7 million could go a long way in taking care of some other issues that needed to be addressed.

Chairman Moody said that they would have another ask in October and asked if all of those costs were within budget. Mr. Maher said they were below budget. Chairman Moody asked what they expected in October. Mr. Maher said that the projections they had right now were about \$400,000 per partner, so \$800,000. The work they were doing was in an old landfill, so they always had to be careful and understand that there were unforeseen problems that would arise. One problem that had occurred on 10/22 was that the Lockwood Boulevard drainage didn't exist, so they put in stormwater that didn't exist there previously to drain Lockwood. That was a \$300,000 increase. It was within the contingency. They took that responsibility and it had been very effective. The increase in cost at 99 WestEdge were from financing and outside the GMP. At the time the deal was done, they didn't know if they would have an additional land sale in WestEdge and if that were the case, it would have covered the shortfall. At this point, it wasn't strategically wise for them to make another land sale.

Chairman Moody asked how this would impact the City's credit rating and emergency funds. Ms. Wharton said that they always put the 20% away first. This shouldn't have any impact on the credit rating. Mayor Tecklenburg stated that there was unforeseen extra income they would be getting from the TIF as well, like the sale of the MUSC property. That wasn't anticipated when the modeling was done. He thought the TIF district included the property on Calhoun Street that the Medical University was selling for private development. There would be more contributions to the TIF district, income wise, that were not originally expected, which was good.

Councilmember White asked where the concept of charging interest came from and if it made sense to do, since they were essentially just paying themselves back. Mr. Maher said they had to remember that they were in a partnership with another entity, MUSC-F. So, while the City was a 62% partner, they were a 38% partner, but in the loans they were essentially doing a 50/50 split. That was agreed to as part of the tri-party agreement. MUSC-F was loaning the same amount as the City and they had come back with the request that the consideration be given to interest on the loan that was made. So, in the spirit of fairness, everyone had agreed to an interest rate. Councilmember White said that 7% seemed pretty high. Mayor Tecklenburg said he didn't think they would be there, but for the request from MUSC-F, but the interest was a TIF eligible expense he thought, so the General Fund would make a little money off the TIF. Councilmember White said that on the City's side, it was just a shuffle of money, but on MUSC-F's side, they were keeping the City's interest. Councilmember White said he believed they should strike the interest altogether. It seemed like they should be working together and not trying to take a little here and a little there. Mr. Maher said that was the challenge of trying to make an economic development project

go forward before the TIF generated another revenue to build the infrastructure. So, they were always looking for a way to fund it.

Councilmember White said that the interest rate was one issue and the other was the opportunity cost of using general fund money. They had lists of things that needed to be addressed in the City and his hope was that they were going to try to find some opportunities to take care of some of those things from the general fund. Mr. Frohlich said that these reserves were from 2015 and 2016. They set them aside a long time ago, knowing this would be coming. Councilmember White said there were a lot of things to address and take care of. Chairman Moody said they had to fund it somehow. Councilwoman Jackson asked what would be an alternative and Councilmember Waring said a lower interest rate would be. He asked if they had identified where the money would come from to start paying the \$20 million bond for housing. Ms. Wharton said it would have to come from the general fund. There were a lot of things coming up that they would need to fund and they were going to have some challenges with the 2020 budget. Mr. Maher said he understood and used the analogy that the TIF was like an IRA. It seemed like it was all going in there and there never any coming back. It would be easy to use some of that money to pay bills, but it was better to put it in the IRA. They were making investments over the long-term and at the end of the TIF, the benefits to the City was very significant. Councilmember Waring asked if they could get lower interest rates. Mr. Maher said they would have to back to MUSC-F and their board to do that and he thought that would be challenging. Councilmember White said there were alternatives. It made sense to be at a net-zero interest rate. Councilmember Waring asked what Ms. Wharton's opinion was on a lower interest rate. Ms. Wharton said that it was coming back to the City, so it would just be less they would get back. The revenue for them to pay back would come from when they borrowed from the TIF. Mr. Frohlich said they would be asking MUSC-F to take less of an interest rate and he didn't know if they would be willing to do that because at the end of the day, the City would see the benefit of higher property taxes coming back forever. Mayor Tecklenburg said they wouldn't be having the discussion without the request for the interest rate from MUSC-F. They were the City's partner and they felt like it was a fairness issue long-term. He agreed that having it at zero would have suited him fine, but he didn't think it was an unreasonable requested. Councilmember White said there was one more source of revenue. They could sell a piece of property, but the foundation probably didn't want to do that. Mr. Maher said that if they were able to sell a piece of property, prior to the TIF bond, that may help.

On the motion of Mayor Tecklenburg, seconded by Councilwoman Jackson, the Committee voted to approve the above item. The vote was not unanimous. Councilmembers White and Waring voted nay.

**Discussion and consideration to direct Legal staff to provide 60 days notice to the Charleston School of Law that the City does not intend to extend the agreement regarding the sale of 431 Meeting Street**  
*(Requested by Councilmember White)*

Councilmember White said that when they entered the agreement almost two years ago, the agreement was for a two-year term and would allow for an immediate third year renewal, unless either party made the decision to not extend the agreement for the third year. If either party chose not to extend for the third year, several things would happen, but most importantly, the loan that was outstanding at \$865,000 would come due. There was some language in the document that was a little strange, but effectively, even though they may not agree to extend the third year term, it still allowed for them to continue to sell the

property. They were within the 60 day window at that point in time. The School of Law was under contract to sell the property for \$12.5 million and sell it for the purpose of a hotel developer. There had been a lot of discussion about the use of the property and that it being a hotel would not be a great thing to do at that site. It was what it was. The agreement was out there and they had to recognize that the sales contract currently existed, and based on his conversation with Ms. Herdina, they had to recognize the contract to be fulfilled. However, he did think that they now had more information that they had in the past about the transaction. He thought that it changed the circumstances, at least for him. Had he known the information they had now two years ago, he likely wouldn't have supported the transaction. He thought that the transaction as it was now was very one-sided. When they did this, a lot of discussion was around a minimum of \$1.8 million coming back to the City. \$865,000 was what they would owe the City for a loan and \$1 million was the value of the reverter. So, then they had this other side that, if it was more, there would be a 75/25 split. At the time, they had not expectation that the property would sell for \$12.5 million. That was substantial windfall to the School of Law. They also knew that the site was being marketed for a hotel and he didn't think anyone disagreed that that was not the site to have a hotel.

He had a conversation with the group who had the site under contract first, a hotel developer, and they decided that they didn't want to build a hotel there because they didn't think it was the right place for one and they backed out of the deal. They were in a situation now, where they were under obligation to allow the transaction to occur, but he thought they had an opportunity to at least change the trajectory of the site and give the City the opportunity to renegotiate the transaction and try to make it a little more equitable for the City. In that, if the Committee was so minded to provide a 60 day notice that they didn't have any intention to extend for the third year, effectively, if the property was not sold and closed by June 2019, the City's loan became due and all accrued interest and principal was due immediately. He recognized that \$865,000 may or may not be something that the School of Law had budgeted for in their current budgeting plan, he thought they had a couple of options. If they were able to pay, that was fine and they could move on, but if they didn't have the ability to pay the City, they could foreclose on the property, and take it back, but he wasn't suggesting that was the right thing to do, but it was an option. The second option was to negotiate with the School of Law, terms for that loan to be extended, but if they took that option, his expectation was that they would also then have an opportunity to negotiate some better terms for the City on the agreement that would include a more equitable split on the proceeds of the transaction, and the City's ability to have some purview over the sale of the property for the intended future use of a buyer. He thought those two things would protect them from a civil planning standpoint, to make sure that whoever ended up buying it would hopefully do something they believed was right for that site, that didn't include it being a hotel, and would be a more equitable split. It would be a massive windfall for the School of Law, and the citizens of Charleston would not experience that same windfall.

Councilmember Waring said he thought Councilmember White had laid it out succinctly. They knew a lot more now than they did then. He found out a lot more once he read the newspaper. Knowing what he knew that day, he would not have voted on this two years previous. It was not an equitable split for the taxpayers. The School of Law apparently had done a good job in negotiating their terms and he thought the citizens were lacking, in that regard. Given all the gravity of the challenges in the budget coming up, they didn't have enough information on this. He thought the Mayor had more information than the

Council had at the time of the transaction, which would have affected his vote. He would support Councilmember White's motion.

Councilwoman Jackson said she appreciated the way that Councilmember White gave his suggestions and motion. She would like to hear if the motion was a legal set of moves they could make. Ms. Herdina stated that the agreement that was entered into in July 20, 2017 provided for termination with 60 days advanced notice. At the point of termination, the note and any unpaid interest would be due to the City. However, under the agreement, the School of Law would continue to have the right to sell the property and when it was sold, they would enter into the sharing provision that was currently in the agreement which was the 75/25 split of the net price, but no less than \$1.865 million which was the \$865,000 for the note and \$1 million which was the value of the reverter. They could terminate it, and the note would be due at that time. It was set up in the way that Councilmember White described it, as far as what would happen if they terminated the agreement.

Mayor Tecklenburg stated that he enjoyed being in the Commercial Real Estate business. That was his profession for ten years. This was a situation where he thought there was a public purpose to the underlying transaction from the very beginning and that was before he became Mayor. Under Mayor Riley's leadership and City Council at the time, the property came to the City by way of the Army Corp of Engineers and was sold to the School of Law for the purpose of maintaining a law school on the Peninsula, which everyone, at that time, agreed was a good thing for the City. He still happened to believe that it was a good thing for the City. If the City were in the business of real estate speculation, they never would have done that deal. They would have held the property and they could have made millions of dollars for the taxpayers, but that wasn't the original intent of the transaction. He thought they ought to keep that public purpose in mind. A few years ago, when the agreement was going to expire, they began speaking with the School of Law, in very good faith, and it was clear to their Corporation Counsel at the time, that they had no intention or legal liability, in terms of the reversion clause. They felt, legally, that they had lived up to their end of the bargain. It might have been a different form than what was additionally intended, by building a new building on the site, but their decision was that they would like to stay in the City, but at a different location, and the sale of the property would enable them to accomplish that. Market values had changed a good bit since the City first sold them the property with the intent of keeping the Law School on the Peninsula, but that was still the purpose and it was still a good purpose for their City. The negotiations were done in good faith and they could argue, from the Law School's point of view, that they didn't have to agree to give the City 25% of an eventual sale. He believed it was a true good faith effort on both parties and a good agreement. At the time, it was a unanimous vote at Real Estate and City Council to approve it. He would respectfully say, in all good faith, to a good corporate non-profit institution, that they ought to allow the agreement to extend for another year so as to not put them in a position of having to make the payment. A sale could occur in the next year.

Mr. Ed Bell, President of the Charleston School of Law, stated that he appreciated the opportunity to be there and speak with them. When he took over, the School was getting ready to close. He started in October of 2015, and in January of 2016, they had locked their doors. They had tremendous debt and owed millions of dollars. Since that time, the School had gotten off every watch list. They had no debt, and he could write the check that day if needed. That was how good of shape they were in. He brought in

three students with him because no one had called him and asked what had happened in the last couple of years. He wasn't there when Mayor Riley made the deal but he looked into it and found letters from Mt. Pleasant, North Charleston, and fourteen different communities offering to give money or land, to use their bonding authority, to build a campus for the School in the 2003-2004 time. Mayor Riley thought it was important to have a Law School downtown. The first law school in the State started in the late 1800's in Charleston. Josh Salley was from New Jersey and was a former president of the student body. He had just relinquished his seat. He had made it a tradition that the president of the school had Christmas dinner with him. Laura Holloway was from Indiana and had gone to the University of Arizona. They loved what happened in their school. In 2004, when they started, they only had 3% minority participation and now it was at almost 30%. They had one of the most diverse graduate schools in the country. They were the only school in the country to win seven straight National Tax Moot Court Championships. They had people from all over the country to hire their graduates and they were proud of that. Patty Rivera had recently broken the record on pro-bono service hours to the City at 1953 hours while she was a student. The school had donated over 580,000 public service hours to the City since they opened. Boeing used their students. The medical university used their students. They were proud that they had helped to take over 1,000 homeless individuals off the streets and had the lowest recidivism of any large City in the country to date. They did that for free.

Mr. Bell continued and said that he respectfully took issue with some of the comments. He had worked with politicians and learned one thing and that was that you needed to know what you were talking about when you said something. Mayor Riley didn't give them a great deal. He gave them a fair deal. It wasn't fair to try to catch them when they thought they couldn't pay the bill. They gave to the community. There were three large corporations that were getting ready to fund a curriculum for intellectual property for the school. In two years, they would have graduate programs in military justice, national security, and intellectual property. Their lawyers left their school understanding how to help people and they were proud of that. If the Committee decided they needed the money now, and they wanted to be that way, he would be glad to write them a check. But, he wasn't sure if they were another entity, that they would do that. He had told the Mayor that the piece of property wasn't big enough for them and their dreams and what they wanted to do. He wanted to trade the property so that he could get another property that was large enough to build a campus. The Mayor asked if they would stay on the Peninsula and he had said that the City had their word on that. They were going to stay. They could do what they needed to do, but before they made the decision, they needed to understand the background and what they had done. He wished Councilmember White and Mayor Tecklenburg luck on their campaign and said that if Councilmember White was elected, he would go see him and ask him to do the same thing that he asked Mayor Tecklenburg to do. Mr. Bell read a letter that the Mayor sent to everyone who applied and was accepted to the School. Their students said that that single letter was as important as anything they got. Just because they read something in the paper that said they were getting a windfall didn't make it true. They had to take that money, whatever it turned out to be, and turn around to buy another property that would probably be more. It wasn't a windfall. With the changes in the parking requirements and zoning, they couldn't build on that property and effectively have an institution that would last. They were proud of who they brought into Charleston. They had a 30-35% in-state and 60-65% out-of-state student ratio. It was hard to compete with the University of South Carolina because they had the lower tuition, but they

had not raised tuition since he had been there and they planned on lowering tuition as soon as they could. They could pay the check if needed, but it didn't change the fact that, under the contract, they had the right to sell the property past the two year mark. Whenever it sold, the City would get their portion of what was agreed upon. The School would still be in Charleston, helping their businesses out. The value of the school, on an annual basis, exceeded \$400 million to the City. He said the next time they had a question about the School, he was always glad to talk to them, and he would appreciate a call.

Councilmember Waring said he believed Mr. Bell to be an honorable person. He had been the Chair of the Chamber on Mary Street and when they put it up for sale, the Chamber took less to sell it for it to become a Law School. Mr. Bell said they didn't own that and never had. They rented it. Councilmember Waring said that the Chamber sold it to an entity so that the Law School could move. Mr. Bell said they were paying the highest rent per foot on that building and couldn't wait for that lease to be up. Councilmember Waring said there was an entity that wanted to make that building condos, but the Chamber took less. He helped negotiate on behalf of the Chamber and the realtor that they negotiated with was Patterson Smith, not Mayor Tecklenburg. It was for the economic impact of what the Law School could do, when USC was fighting against it. When Mayor Riley sold it for less, and it was a fair deal, not a great deal, it was for the property to be used for the germane purposes of the Law School. When he mentioned the newspaper, it was because Mayor Tecklenburg had said in the paper that the Law School was a client of his. When they were in a committee meeting, just like this, it had been asked to remove the reverter clause, and he should have known that but it hadn't been disclosed. That was important information. Their first priority, as a Council, was to the Citizens. He understood about the Law School's expansion, but he was thinking about the taxpayers. If it was disclosed, that the citizens were going to get a little more than \$2 million, that vote to remove the reverter clause wouldn't have been unanimous. He wouldn't have voted for it, because the responsibility, first, was not for the land to be used to take equity and buy a larger campus. Those two factors, the Law School being Mayor Tecklenburg's client, and the numerical differences to the taxpayers, if that had been part of the conversation, he wouldn't have voted for it. Everything that Mr. Bell had said such as the high level of diversity and the give back to the community was admirable, but this wasn't the term when the property was given to the Law School at a discount. There was a reason the reverter was put there and it was removed too easily, from the citizen's standpoint. He would support Councilmember White's motion.

Councilmember White thanked Mr. Bell for commenting and sharing that information. The work they did, in support of the community, was exactly why he had supported the Law School and continued to do so. Their body supported the School of Law staying in Charleston and he would love nothing more for them to build on that Meeting Street property. He recognized that may not be best for the School, but for the City, it would make no one happier than to see the School stay there. They weren't there now. They were in a different place and had more information than they did before. Hopefully, they may have the opportunity to change the trajectory of the situation and if not, and the Law School closed, the City would recognize that contract.

Mayor Tecklenburg said that for the record he wanted to share that, after he was elected Mayor, he turned in his Real Estate license and had represented no client since sworn in as the Mayor in the Real Estate business.

Councilmember Waring said that Mr. Bell had said that if he got two extra floors, he may continue the School on that site. Councilmember White said they needed to talk about that. Mr. Bell said that when they tried to get the drawings done, the City had said they couldn't do that. Councilmember White said he didn't think there was anyone in the room who would want anything more than the School to stay on that site, and not a hotel.

On the motion of Councilmember White, seconded by Councilmember Waring, the Committee voted to instruct legal staff to send notification to the School of Law that they did not intend to extend the agreement to a third year and subsequent to that, they would negotiate with the School of Law, if they chose not to pay the City out at such time, or if the property didn't sell.

The vote was not unanimous. Councilwoman Jackson and Mayor Tecklenburg voted nay.

**Washington Park HOA** *(Requested by Councilmember Moody)*

Deferred.

**Wellness Aquatics Land Acquisition** *(Requested by Councilmember Moody)*

Deferred.

**Consider the following annexations:**

1. *Clements Ferry Road (TMS #: 275-00-00-004) 6.0 acres, Cainhoy (District 1). The property is owned by Murphy Family Property LLC.*
2. *Clements Ferry Road (TMS #: 275-00-00-006) 1.0 acre, Cainhoy (District 1). The property is owned by Jenkins Family Property LLC.*

On the motion of Councilwoman Jackson, seconded by Councilmember Waring, the Committee voted unanimously to approve the above annexations.

Having no further business, the Committee adjourned at 5:01 p.m.

Bethany Whitaker  
Council Secretary