

COMMITTEE ON REAL ESTATE

May 13, 2019

A meeting of the Committee on Real Estate was held this date beginning at 3:00 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 3:09 p.m.), and Mayor Tecklenburg **Also Present:** Amy Wharton, Matt Fountain, Matt Frohlich, Susan Herdina, Frances Cantwell, Geona Shaw Johnson, Michael Moore (IAAM), Don Cameron, Charleston Housing Authority, Stirling Halversen, Melissa and Eric Bowman, The Battery, Dave Echols, Riverdogs General Manager, and Bethany Whitaker, Council Secretary

The meeting was opened with an invocation provided by Chairman Moody.

Approval of Minutes

On the motion of Councilmember White, seconded by Councilwoman Jackson, the Board voted unanimously to approve the minutes of the April 23, 2019 Real Estate Meeting.

Request approval for use of First Scot's Presbyterian Church in the amount of \$250 by Piccolo Spoleto Festival on June 7, 2019. The property is owned by First Scot's Presbyterian Church. (51 Meeting Street)

Request approval for the Mayor to execute a Facilities License Agreement in the amount of \$3,500 for the Free Verse Festival to use the Charleston Music Hall on October 19, 2019. The property is owned by Chicco Associates. (37 John Street).

Request approval for use of Second Presbyterian Church by Piccolo Spoleto in the amount of \$3,200 (\$500 for Youth Music on May 26, 2019 and \$2,700 for the Chamber Music Series on May 28, 29, 30, 31 2019 and June 1, 3, 4, 5, 6, 2019.) The property is owned by Second Presbyterian Church (342 Meeting Street)

Request approval for use of the US Custom House during Piccolo Spoleto Festival May 24-26, 2019. There is no cost to the City. The property is owned by the Federal General Services Administration. (200 East Bay Street.)

Request approval for use of St. Matthew's Lutheran Church in the amount of \$470 during Piccolo Spoleto Festival May 26, May 31, and June 3, 2019. The property is owned by St. Matthew's Lutheran Church. (405 King Street)

Request approval for use of Cathedral of St. Luke and St. Paul by Piccolo Spoleto Festival of Church on June 7, 2019. The property is owned by the Cathedral of St. Luke and St. Paul. There is no cost to the City. (126 Coming Street)

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

Approval to authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Renee Fleetwood Lewis for the sale of 839 Minnie Street for \$201,637. Ms. Lewis will receive \$50,000 in downpayment assistance from the City of Charleston, invest \$5,000 of her own funds, secure lender financing of \$146,637 and receive closing cost assistance from the Federal Home Loan Bank. This property is one of 7 new houses recently constructed in the Maryville-Ashleyville neighborhood and is targeted to individuals and/or families earning up to 80% of the Area Median Income. The property is deed restricted, subject to the City of Charleston Single Family Affordable Housing Restrictive Covenants with an affordability period of 90 years. (TMS: 418-11-00-074) (Ordinance)

Approval to authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Kiuarna Shamone Brown Summers for the sale of 933 Fifth Avenue for \$199,237. Ms. Brown will receive \$50,000 in downpayment assistance from the City of Charleston, invest \$5,000 of her own funds, secure lender financing of \$144,237 and receive closing cost assistance from the Federal Home Loan Bank. This property is one of 7 new houses recently constructed in the Maryville-Ashleyville neighborhood and is targeted to individuals and/or families earning up to 80% of the Area Median Income. The property is deed restricted, subject to the City of Charleston Single Family Affordable Housing Restrictive Covenants with an affordability period of 90 years. (TMS: 418-07-00-174) (Ordinance)

Approval to authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Damion H. Guild and Nyasha O. Cherry-Guild for the sale of 835 Minnie Street for \$153,578. The family will receive \$50,000 in downpayment assistance from the City of Charleston, secure lending financing of \$103,578, and invest \$2,500 of their own funds for closing costs. This property is one of 7 new houses recently constructed in the Maryville-Ashleyville neighborhood and is targeted to individuals and/or families earning up to 80% of the Area Median Income. The property is deed restricted, subject to the City of Charleston Single Family Affordable Housing Restrictive Covenants with an affordability period of 90 years. (TMS: 418-11-00-075) (Ordinance)

Approval to authorize the Mayor to execute the Agreement of Purchase and Sale between the City of Charleston and Fredricka Ravenell for the sale of 919 Sycamore Avenue for \$196,237. Ms. Ravenell will receive \$45,000 in downpayment assistance from the City of Charleston, secure lender financing of \$148,737, invest \$2,500 of her own funds for principal reduction and pay closing costs. This property is one of 7 new houses recently constructed in the Maryville-Ashleyville neighborhood and is targeted to individuals and/or families earning up to 80% of the Area Median Income. The property is deed restricted, subject to the City of Charleston Single Family Affordable Housing Restrictive Covenants with an affordability period of 90 years. (TMS: 418-11-00-239) (Ordinance)

Ms. Johnson stated that the above items were the sales of four properties that they developed in the Maryville-Ashleyville community. These were newly constructed properties for first-time homebuyers. These items contained the names, the sale price, the downpayment assistance coming from the City, as well as what the homeowners were bringing to the table, and in some instances they had the Federal Home Loan Bank playing a role by paying for downpayment assistance. They also had the amount of financing listed. They were looking at 839 and 835 Minnie Street, 933 Fifth Avenue, and 919 Sycamore

Avenue. These were four of the seven homes they were selling and they would bring the other three to the next meeting.

Chairman Moody said they all had the restrictive covenants on them and Ms. Johnson said that it was a 90 year restrictive covenants. They were first-time, single-family homeownership restrictive covenants, and following that 90 years, there were two ten-year successive covenants. Also attached was a resale value, for after they had been in the home for an amount of time. They would get the increase in either AMI or CPI, whichever was higher.

Councilwoman Jackson asked Ms. Johnson to talk about the realities of what the lending community would do if one of the owners was not able to make good on their mortgage debt and asked if they would honor the covenant. Ms. Johnson said they did. They often met with the lender to seek out a right of first refusal, such that if the City could buy the property back, the City would get it back. Beyond that, even if it went into foreclosure, the covenants would survive the foreclosure. So, whomever purchased the home, should it go into foreclosure, would have to comply with the covenants.

Councilmember White said the 90 year period was great, but they didn't always have that substantial of a period. A lot of times, it was only 20-30 years. He asked what the difference in these projects were and what they could do to have longer periods all the time. Ms. Johnson said that the driver was normally the funding source. In this case, they used fee-in-lieu and utilized HOME funding. Over the years, they had learned that HUD had a stipulation on their funding, and how long they wanted the affordability period to be. As long as they met what they wanted, the City could go beyond it. Councilwoman Jackson said that she thought it was the difference between the City being the developer of the properties compared to negotiated deals they had to make with the private industry. It was something to push for, but it was much easier to do when the City was the developer.

Councilmember Waring arrived at 3:09 p.m.

Mayor Tecklenburg said that when they sold the property, the proceeds would come back to the fee-in-lieu affordable housing fund. He asked if the downpayment assistance from the City was coming from a different pot of money. Ms. Johnson said that the assistance was either from the acquisition costs or the amount of pre-development costs that the City put in previously. The City bought the land and had to prepare the land for construction, so they pulled from that investment to apply what they called 'permanent subsidy' to the buyers, and it followed the house in perpetuity. So, the subsequent buyer would benefit from that same amount. Mayor Tecklenburg asked if they thought about putting these in the land trust and Ms. Johnson said they didn't because they had started so long ago. They had already been out to the community talking to the homeowners about the particular restrictions, so they didn't want to put the land sale restrictions on it and cause confusion. Subsequently, they could do that.

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

Approval to authorize the mayor and City Council to modify the affordable rental housing restrictive covenant agreement. Previous recorded in Book 0649 at page 915. The modification increases the number of rental homes available to the targeted population and decreases the availability of six (6) for-sale homes low and moderate income homebuyers. This modification was requested by the

Housing Authority of the City of Charleston. (10 and 114 Cooper Street – Grace Homes; TMS: 459-05-04-207 and 459-05-04-216) The property is owned by the Housing Authority of the City of Charleston.

Ms. Johnson stated this was a request from the Housing Authority. Mr. Cameron, CEO, was there. In Grace Homes, which was in the Meeting and Lee Street area, where they transferred property to the Housing Authority to build a multi-unit development, they were seeking to also include six for-sale properties for persons earning 120% of the AMI. Unfortunately, based on the costs that the Housing Authority incurred, and the cost of construction currently, they weren't able to provide that. So, they wanted to put those units that were previously targeted for for-sale, back into the rental coffers. That was what this agreement was requesting. She wanted to also make the change that on the two bedroom, instead of 20, it was 22.

Councilmember White asked if these units were already a separate TMS number, so that if, in the future, the debt has been reduced, and there was an opportunity to go back and recreate those into for-sale units, if they could do that. Ms. Johnson said they weren't currently separate. Usually, with the Housing Authority, they owned everything. Mr. Cameron said they hadn't gotten that far down the road. There were 25 of the 62 units that were for extremely low income, Section 8 assisted. The rest would be work-force housing. So, they were trying to create a balance.

Councilwoman Jackson said she would recuse herself. She served on the Board of Directors for the Charleston Redevelopment Corporation and they hadn't gotten to the place of having any sort of written memo of agreement. But, it had been the understanding that CRC would be the owner and the seller of the condos.

On the motion of Councilmember Waring, seconded by Councilmember White, the Committee voted unanimously to approve the above item. Councilwoman Jackson recused. The recusal form is on file in the Clerk of Council's office.

Approval to authorize the Mayor and City Council to modify the declaration of restrictive covenants, which when defined means we are increasing the income ranges of the person served in the first 15 years to person earning up to eight percent (80%) of the Area Median Income (AMI). Previously, it was up to sixty-five (65%) AMI. IN the second 15 years, the homes will target persons earning sixty-five percent (65%) of the AMI to one hundred percent (100%) of the AMI. Previously recorded in Book 0332 at page 869. (22 Laurens Street – Williams Terrace; TMS: 458-01-02-063)

Ms. Johnson stated that this was specifically related to Williams Terrace which was already constructed and leased out. It was owned and managed by the Housing Authority. Here, they were allowing for an extension or an increase to the AMI for persons that were rented to. Initially, they were targeting 65% AMI and allow for a slight increase to 80% AMI. The building was completely leased and what they were asking for was being requested for the second term that was previously outlined in the initial agreement. In the second phase, they would go from 65% to 100% AMI. That was found on the bottom of page two. Whereas the Housing Authority initially was looking at 80-100% AMI, they were going 65%-100% AMI so that they could continue to target a larger audience of persons who needed rental units. Mr. Cameron stated that the project was delivered two years late, so the original people that they had

to live there had found other accommodations. This allowed them to take a larger swath of the economic category.

Councilmember Waring referred to the corner that was yet to be developed, closest to the Aquarium, and said he was hopeful they could rework the agreement. Mr. Cameron said that the original agreement was that the homeownership condos that were market based, that 1.5% of the sales price would perpetually go to a fund dictated by the City. That money was to be used only for Williams Terrace capital improvements. The corner that was referred to was proposed to be a hotel. As part of the discussion, they had talked about the fee, and they had mentioned having condo units in the conceptual development and suggested an increase from 1% to 1.5%. This was just conversation though and they hadn't pinned anything down. They were in discussion about the restrictive covenants and if they should stay in place if the structure of ownership changes in the next 30 years. The Housing Authority thought they should. Councilmember Waring said he brought that up because as people came and went, the institutional knowledge could be lost. That was one area to enhance affordable housing in an area where it no longer existed but for those types of developments. Councilmember White said they could take the opportunity to invite Rockbridge and their development group to come in and brief the Committee on where they were at.

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

Request approval of a Memorandum of Understanding among the City, the South Carolina Aquarium, and the International African American Museum concerning the occupancy and programming of the Charleston Maritime Center (TMS: 459-00-00-169). The property is owned by the City of Charleston.

Ms. Halversen said that this was a MOU for the use of the Maritime Center by the IAAM and the Aquarium, and reserving some existing space that the City was using for its Maritime staff offices. The attached exhibit was helpful as it showed the spaces they were proposing to split. The Aquarium would be using most of the building, including new renovations that they were intending to make to the building for their educational programming. The IAAM would continue to use the upstairs conference room and a little bit of extra space on the second floor for either education programming or offices. There was a glassed in part of the first floor of the building that the IAAM would convert to an air-conditioned space and use as a café and/or ticketing office for all of the entities in the vicinity. They also might use it as retail space. The City would reserve a few of the office spaces on the second floor for City staff use. This didn't contemplate any changes of the docks, so they would continue to be operated as they were now by City staff.

Chairman Moody asked if it would cost the City any money to do the up-fit. Ms. Halversen said no and that the Aquarium had agreed to make the proposed renovations to the building and the IAAM would be responsible for upfitting the areas that were designated to it and the City would be responsible for its office spaces that were there. The City's understanding was that the IAAM and the Aquarium had agreed to this and the City had reviewed it. Mayor Tecklenburg said he wanted to take the opportunity to thank the Chair of the Board at the Aquarium, and Michael Moore, CEO for IAAM. He wanted to thank them for their collaboration on this effort, because this was a win-win-win situation, and a true mix-use of the facility that would allow the City to fulfill its original goal for the Maritime Center and to further the

mission of the Aquarium and the IAAM. Councilmember Waring said he agreed with that and wanted to thank everyone involved for the collaboration. He asked if there was a clause in the agreement still where the City could exercise a 60 day option and tell the entities to leave the premises. Ms. Halversen said that this was only the beginning outline of how the leases would be divvied up and the full agreements would be coming back before Council when they were ready. This was a memo/framework of how it would go.

Councilwoman Jackson asked if there was still a scope they would be trying to accomplish with the leases. Ms. Halversen said that the current lease with the IAAM, she wasn't sure exactly how it would go yet, but they would contemplate doing a lease that would start after that time period, or replace it. They would figure out the details of that. She didn't think the length of the term had been agreed to yet. This was just the general spatial allocation and the contemplation of what the uses would be. They still had a lot of work to do. Councilmember Waring said he just wanted to make sure that after those financial commitments of two allies of the City, he thought the 60 day out clause would be unreasonable.

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

Approval of the First Amendment to the Volvo Tennis Center Lease

Ms. Herdina stated that they had been hopeful that they would have an agreement, but weren't able to reach that. They were continuing to talk and would hopefully have something at the next meeting.

Deferred.

Discussion on Wellness Aquatics Land Acquisition

Chairman Moody said he had asked this to be put on the agenda, not for a vote, but for some information. He had talked with the Mayor and was inquiring on what they would do with the loss of Ms. Carducci, in terms of trying to move land acquisitions forward. The Mayor had said that they had engaged the services of John DeStefano. Mr. DeStefano would be working for Ms. Johnson trying to find property for affordable housing and also looking for property for Fire Stations and Police Stations. He had a conversation with Mr. DeStefano the previous week concerning the Wellness Center because there had been some bouncing around. They had set money aside, and he gave Mr. DeStefano what his vision was. There had been a lot of activity around the Citadel Mall in the last year. They had been asking if there was any interest from Mr. Bennett and he had transferred most of his interest in that. MUSC would have 2,000 employees in the old JCPenny which would be a huge economic benefit. That was fitting in with the Wellness Center component. They had the study that the City had approved the last year on the economic development aspect and he thought it came back positive. At the Longest Table they had over there, he had the opportunity to speak with Richard Davis about where he was in his plans and how the City could help. He was getting closer to getting some of his stuff put together. He asked Mr. Davis if there was any possibility of a Wellness Aquatics Center and he said they could talk. He just wanted to update the Committee on some of the comments he had.

Councilwoman Jackson said she must be out of the loop because she thought the last time the nonprofit came before them, that they had their eyes on a particular site and would come back to the City.

Chairman Moody stated that was part of the problem. They couldn't agree on the site. Before they could figure out who would own it, they needed to have a piece of land. That particular piece of land had some real problems with water and ingress/egress. That was what he wanted to get on the table and he talked about that with Mr. DeStefano. He had pointed out a couple of other properties to Mr. DeStefano that he thought were possible things.

Councilmember Waring said they may be able to talk about some of this outside of the meeting, but he had briefly talked with the Mayor about an alternative site not far from there with a higher elevation. It could possibly have a dual use with public service. He didn't want to talk about specifics, because it was just a hypothetical. It was inside the beltway. Chairman Moody said he also wanted everyone to meet Mr. DeStefano and to feel free to ask him to look at sites. They weren't anywhere near making a decision, but he was trying to push it down the road. Councilwoman Jackson asked if there were parameters for what they needed. Chairman Moody said his understanding was about two acres for the building itself and then they would need parking.

Mayor Tecklenburg thank Chairman Moody for bringing this to the Committee. He thought the original focus of the RFP they put out was for them to have an outside realtor to find some sites. They had the fee-in-lieu funding now. They should keep that money for good use and find some sites to build on. Mr. DeStefano also served on the West Ashley Revitalization Commission. In the meantime, it was just coincidental with Ms. Carducci leaving, that the RFP didn't limit his services to just the residential searches. He was available for the City to utilize if they had a need for any particular site. The site that was originally proposed had some challenges and Mr. Fountain in the Stormwater Department took a look at it. They had confirmed that it wasn't a good site and the Wappoo/Dupont Drainage Basin Study, which would be finished in the next 30 days, should confirm that that property needed to stay wet and serve the function it had been serving which was retention and passage of water through it. It would impact the drainage basin to try and develop it. He was happy to ask Mr. DeStefano to help them look for another site in the meantime.

Councilmember White asked if that had been relayed to the Wellness Foundation group, the issue with the wetlands. Mayor Tecklenburg said it hadn't been relayed by him. Chairman Moody said he had made some comments to them about the water problem. He hadn't given specifics because he didn't have them. Mr. Fountain said that they did provide the model runs to the group for the upstream and downstream notes, so they could look at it with their engineers to see if it was still possible or not. He wasn't sure if they had come to a determination after looking at it, but it had been provided. Councilmember White said that the only comment he had heard from that group was the fact that they felt like nothing had happened. So, if things were happening, he wanted to make sure they were communicating with the group. Ms. Herdina said that they had met with the groups engineers the previous week.

Councilwoman Jackson said that her takeaway from the whole agreement, to set aside the \$2 million out of the Accommodations budget for land purchase, was that the group was in the driver's seat in finding their own property and then they would come back to the City and the City would decide if it was right. She would hope the group wasn't waiting for the City, unless the relationship equation had changed. Chairman Moody said that his conversations had been that if they wanted to go out and find a

piece of property they could, but if the City was going to own it and run it, the City needed to take it through the City's process. If the City was going to be responsible, they would have to go through the acquisition and procurement process and do it correctly. If the group was going to do it, the City didn't need to have its hands in it. His understanding was to start setting aside funds for a City-owned Wellness Aquatics Center. He thought it would go well with the Citadel Mall redevelopment, with their sports emphasis. They had a lot of hotels going in around there. They had talked with Mr. Bennett at one time and he was interested at one time in giving an acre. If they were going to spend money, they should make it efficient and first-class. They may come back and say the City wasn't going to be involved, but he didn't want to give the impression that the City wasn't doing anything. Councilwoman Jackson said that was what she was trying to clarify. She thought the group was in the driver's seat in finding sites that the City would consider and then the funding and long-term ownership would be the City. Chairman Moody said that the group was anxious to build and they had been looking for land and found the one property, but they may not have looked at it from all angles. Councilmember White said that the City would be involved in this. He didn't see the group being able to build it on their own. It would be a City-sponsored facility, and so, everything that happened as far as the due diligence and understanding the site would fall upon the City and its experts. They just needed to make sure they were over-communicating with the group, so that they weren't discouraged. It sounded liked they had been in contact, and they needed to keep doing that.

Discussion on Charleston Battery and Stoney Field

Chairman Moody said they had some representatives from The Battery and from the Riverdogs. He went by Stoney Field the previous day, where The Battery wanted to operate, and there was a lot of dirt there. He wasn't sure what the timing was, but he knew that the owners of The Battery, Eric and Melissa, had met with some people to talk about their plan. They owned the field on Daniel Island and all of the equipment. They wanted to bring the equipment over to Stoney Field to make it a first-class stadium. They had done some work with the neighborhood and with Burke High School. They met with Councilmember Gregorie who had sent it to him. He believed they had communicated with all the members of the Committee of what they were proposing. The Riverdogs representatives were probably wondering how it would affect them, and he wasn't sure if they had all met together. His first concern was the scheduling and how it would interfere with Burke High School, Citadel football games, and the Riverdog's schedule. His understanding was that The Battery's scheduling was pretty flexible. He knew there was a meeting scheduled with the Mayor the next week to bring it up, and he wanted to keep Real Estate informed as to what was going on. He welcomed any comments.

Councilmember White said the site was being surcharged now and asked what the timeline was once they stopped surcharging. Mr. Kronsberg stated they were on a schedule for the third quarter of next year to have the field work completed. They were getting ready to kick off design for the stands themselves. There was a lot of deferred maintenance to take care of. They would open back up for play in the third quarter of 2020. Councilmember White said that The Battery was in his district and they hated to see them leave the Island. He had met with the owners and he understood the situation, that to be the best club they could be, they needed to be in a higher populated area. Only 41 residents on the Island were ticketholders, and a lot of people they had coming were coming in to the site. He hated

to see them go, but he wanted to see them stay in the City. In his discussions, they had a lot of resources and equipment that the City couldn't afford, and if there was an opportunity for the City to use the resources, it could offset a significant portion of expenses that the City was putting towards Stoney Field. The Battery's intent was to take the facility and donate the equipment to bring Stoney Field to a level they could use. They would use it for 17 home games. He appreciated this coming forward because he thought there was an opportunity to take Stoney Field and take it well past what the City could ever be able to do that would be a huge asset for the high school and the City.

Councilwoman Jackson said that on the surface it was an opportunistic plan that they should consider seriously and positively. However, she consulted with Councilmember Gregorie, knowing his longstanding interest in improving Stoney Field to make sure that what was being talked about was something he wanted to fully support, and he said the plan itself was great, but he thought they were a little out of sync in terms of having all the answers. He had requested that there be a more extensive use design plan. Ms. Yarborough said that it hadn't been presented, but it was discussed. One of the comments was that they should get through the construction period first and see what the different uses would be. They needed to make sure that all of the schedules would come together. She and Mr. Kronsberg had talked with The Battery. They had a ten month calendar, and so it would be difficult to coordinate everything. It was great to look at all of the ideas, but she wasn't sure if they had the opportunity to look at everything.

Chairman Moody said he hadn't known much about it until the previous weeks and it seemed to be an opportunity. The Battery had a very large scoreboard/jumbotron and that would be much more than any high school would need, but The Battery needed it. But, it may cost a lot to move it. They needed to have those kind of conversations. Councilmember Waring said they had the owners in the room and he wanted to hear from them to hear the facts and common ground. Councilmember White said that the Recreation Committee's recommendation was to wait until after construction. Ms. Yarborough said that was correct, to finish the project and then know what they would be using it for. Councilmember White said that if they waited until after construction, they will have lost a significant opportunity with the resources and equipment that they were offering. He understood the concept of why they would wait, but realistically, the conversations needed to happen right now, as to what The Battery could offer and what the City could do. He wasn't saying they needed to act, but the discussions needed to happen now. Councilmember Waring said that one of the discussions he had been in was to include Harmon Field. Chairman Moody said that how they did the field needed to be decided now. His understanding was that there were two different kinds of turf, turf you could paint, and one that already had the stripes in it. If they put in turf that already had stripes, it wouldn't work for soccer very well. Those decisions needed to be made now.

Melissa Bowman stated they had been playing on Daniel Island for quite a while, but historically, their home field was Stoney Field. The Battery started there and there was a relationship between the prior owner and the City and an MOU with the schools whereby the pro club would contribute, on an annual basis, to the maintenance of the facility. That was in the early 90's. From then to now, the standards with their league were pretty high. Right now, that location didn't meet the standards, but they would be highly motivated to work with the City in getting the facility to that standard. There were a lot of

historical reasons for why they wanted the club there, as well as common sense for ticket holder density and demographics. They had been having these conversations for a couple of years. On their side, they had been looking at what it would take on their side. They already had a compliant facility that they owned. It wasn't in a great location. They did a cost segregation study and had their assets analyzed. They were looking at about \$3 million worth of assets that could reasonably be picked up, moved, and contributed towards redevelopment of that facility. That could be coupled with private donations from partners who were interested. It could be an asset for the whole community. For scheduling, it was a ten-month season, but only 17 home games. It was pretty manageable. They had very close to full control of their schedule leading into every year. They knew the Burke High School schedule, the Citadel's schedule, and the Riverdogs schedule, so it wouldn't be impossible to look at it well in advance. They could pick some weeks where they could move games to other days. From the neighborhood perspective, they had spent a lot of time with Burke and the Alumni Association, as well as the Westside Neighborhood Association to talk about impacts from their perspective. They had received a lot of positive feedback and they had committed to write a letter of support to whoever needed to have it. She thought it could be a win-win-win situation for the school, the City, and The Battery.

Chairman Moody said they wouldn't take a vote that night on anything, but he wanted everyone to get an update. Councilmember Waring asked if they could touch on some of the assets they could bring over. Ms. Bowman stated they had five DHEC approved kitchens, one of which was a full restaurant style kitchen. They had all of the training equipment, gym equipment, as well as the seats and stands, locker rooms, networking, cabling, a broadcast suite, and cameras. They wanted to be able to make that donation, and understand how much of the City's cost it would offset. The City would benefit from having the scoreboard there, and if it was an additional cost, they would address it. Councilmember Waring asked if they could address the type of field and cost of getting the artificial turf. Ms. Bowman said that by nature of the business they were in, they had some excellent relationships with vendors and they would be happy to work in their network to find ways to have significant reductions to the cost of artificial turf.

Dave Echols, Riverdogs General Manager, stated that when The Battery opened, they were running concessions for them. So, they had been long-term supporters and partners. They tried to help one another every year. So, anything that could help The Battery they were supportive of. The potential of putting them at Stoney Field, logistically, was going to be extensive and was a concern. That was just on the general surface. He hadn't seen this information, so he wasn't fully aware of the plan. Chairman Moody said it might be appropriate for The Battery and the Riverdogs to spend some time together. Mr. Bowman said they had talked with the ownership a few times, and their ownership had made a few offers to try to buy the franchise and move it to the Riverdogs Stadium. They were aware of the business model. They even had architecture drawings done to upfit the Riverdogs Stadium for The Battery to play in. Councilmember White said there would be a lot of coordination required for everything. It didn't mean it was impossible, but everyone would have to be willing to coordinate and communicate. But, if they thought about the benefits, holistically, and what could potentially happen, it could have major financial impacts and benefits to help with deferred maintenance. If they had the opportunity for a private/public partnership, everyone should come together to have that discussion right now.

Consider the following annexations:

- *2234 Portside Way (TMS #: 353-12-00-016) 0.29 acre, West Ashley (District 2). The property is owned by Elizabeth Bohler Eubanks.*
- *2154 Wappoo Drive (TMS #: 343-06-00-185) 0.24 acre, James Island (District 11). The property is owned by Tyler Cox and Graham Cox.*

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

Executive Session in accordance with S.C. Code Section 30-4-70(a)(2) to discussion contractual issues and negotiations related to Washington Park HOA Easement. Action may or may not be taken.

Councilmember Waring said they had Herb Partlow, Washington Park Neighborhood Association President, and lifelong Washington Park resident. He had been involved with this extensively, meeting with the appraiser and the engineer. They should hear from him.

Mr. Partlow said he was there to advocate for his community. They had 8,900 square feet. The majority of the work would happen on the corner where he lived. The appraisal came in with five comparables. The lowest was \$6.50 per square foot and the highest was \$16.50. That average came out to about \$10.85 per square foot. They were offered \$3.22 per square foot. He had come to educate himself on appraisals and existing easements. Three of the comparables were reduced by 80% and the other two were deducted by 75%. Specifically, it was 50% for topography and another 15% for size and shape. That caught his eye because he thought topography took size and shape into account. He was there to advocate and get just compensation. In addition to that, for his personal property, they had already negotiated. It was a much smaller piece of their personal property, about 500 square feet. They were offered about \$10.10 per square foot there. He was able to negotiate a final price of \$13.13 per square foot. He asked where someone could get land for \$3.22 per square foot in Charleston. He didn't think that was fair. He had dealt with the lawyers and acquisition. He thought they had a pretty strong case. When they lost the 8,900 square feet, they would lose an existing fire pit, a slab of cement where oyster roast tables went, and there would be unintended consequences. They were originally looking to expand the small building, but now with the acquisition, their electrical and plumbing were at the end of building where it would take place. He had made an offer of \$10.10 per square foot and he didn't necessarily expect to get that, but he wanted just compensation. They understood how important the drainage project was because flooding was a big problem. He knew that was a priority and they were big advocates for that. He hoped they could come to a reasonable accommodation because they didn't want to hold the project up.

Councilmember Waring asked if they would lose parking. Mr. Partlow said yes. When they had the events, they had on-premises parking. People came from all over. They would lose 8,900 square feet, and therefore a lot of on-premises parking. A lot of that overflow would be in the neighborhood, and he didn't think the residents would be particularly happy with that. That was another unintended consequence. Mayor Tecklenburg said he wanted to thank Mr. Partlow. He was an amazing advocate for his community. He also served on the Board of Charleston Housing Authority and they thanked him for his service there as well.

Executive Session in accordance with S.C. Code Section 30-4-70(a)(2) to discuss contractual issues and negotiations related to a FEMA buyout. Action or may not be taken. (Deferred).

Executive Session in accordance with S.C. Code Section 30-4-70(a)(2) to discuss contractual issues and negotiations related to 999 Morrison. Action may or may not be taken.

On the motion of Councilmember Waring, seconded by Councilmember White, the Committee voted unanimously to go into Executive Session at 4:16 p.m. to discuss contractual issues and negotiations related to the Washington Park HOA Easement and to discuss contractual issues and negotiations related to 999 Morrison.

On the motion of Councilmember Waring, seconded by Councilmember White, the Committee voted unanimously to come out of Executive Session at 5:21 p.m.

Chairman Moody stated that there was no action taken. They had received legal advice on a few items.

On the motion of Councilwoman Jackson, seconded by Councilmember White, the Committee voted unanimously to authorize staff to keep negotiating with regard to the Washington Park HOA Easement.

Approval of the Second Amendment to the Lease Agreement between the City of Charleston and Charleston Digital Corridor Foundation related to 999 Morrison [Ordinance]

Chairman Moody said that the other item in Executive Session was in regard to 999 Morrison and negotiations there. They had been presented with a Second Amendment to the Lease Agreement.

Councilwoman Jackson stated that she understood that discussing the parking was a good thing, but she personally would still approve the Second Amendment if the parties came back and said they didn't need to have parking dealt with. Chairman Moody said they could do that. This was just to discuss it. Councilmember Waring said that they shouldn't design a building that could potentially be underparked.

On the motion of Councilwoman Jackson, seconded by Councilmember White, the Committee voted unanimously to approve the above item with the amendment that they discuss the issue of taking the parking allocation to something that was more substantial.

Having no further business, the Committee adjourned at 5:24 p.m.

Bethany Whitaker

Council Secretary