

February 2, 2016

The Honorable Warren H. (“Bill”) Woolsey
Mayor
TOWN OF JAMES ISLAND
P. O. Box 12240
James Island, SC 29422-2240

Re: Dills Bluff Road Memorandum of Understanding

Dear Mayor Woolsey:

On January 7, 2016, a Memorandum of Understanding between the Town of James Island and the James Island Public Service District was created. This Memorandum memorialized several discussions and eventual agreements in principle about the sale of a certain portions of land owned by the District on Dills Bluff Road. Along with the sale to the Town, there were also some agreements principle hammered out over the last few months between the Town’s Administrator and the District’s Manager which anticipated certain joint uses and the creation of an intergovernmental campus. Certain cost shares for such joint use had been tentatively agreed to between the Town’s representative and the District’s representative.

In fact the only thing not discussed was the price. Because of the requirement for consideration for the sale of land, it was suggested that each party hire an appraiser, and the average of those appraisals would be the sale price.

On January 7, 2016, all of the terms of the Memorandum of Understanding were agreed to in principle by the parties’ representatives, with the understanding that the Memorandum of Understanding would have to be approved by the Town’s Council and the District’s Commission.

On January 9, 2016, the District was informed by the Town Administrator that the Memorandum of Understanding was not satisfactory to the Town.

The Memorandum was on the District’s agenda for January 11, 2016. That meeting was not held because a quorum was not available.

At the very next meeting on January 25, 2016, the District’s Commission approved the Memorandum of Understanding by a super-majority, 5 votes to 2.

We believe the passage of the Memorandum by the District by such a majority, and the fact that was the direct product of good faith negotiations and discussions with each side’s representatives demonstrates the District’ good faith effort to cooperate with the Town and form an intergovernmental campus to benefit all of the citizens of James Island, even though the population of the District is more than double that of the Town.

The District was dismayed to receive your email of Saturday, January 10, 2016, again inexplicably stating that the Town had no interest in cooperating with the District, and advising that it had already, during the time the representatives had agreed to terms, found other property to buy and thus had no interest in forming a joint governmental campus to better serve the citizens.



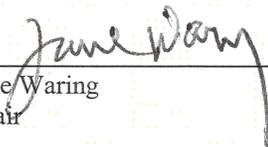
James Island Public Service District

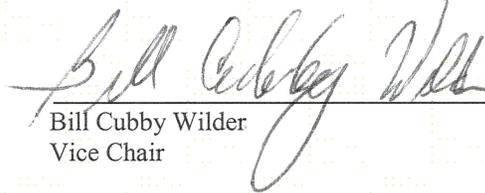
Dedicated to Public Service Excellence

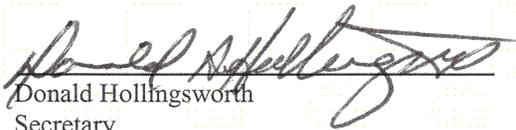
COMMISSION MEMBERS

June Waring – Chair, Bill Cubby Wilder – Vice Chair, Donald A. Hollingsworth – Secretary, Inez Brown Crouch, Kay Kernodle, Carter McMillan, Eugene Platt

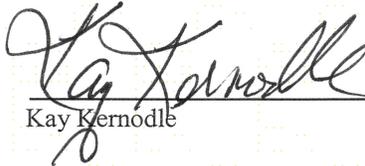
The Memorandum of Understanding, was passed 5 to 2, and is now a public document for the citizens of James Island to see. We believe the document speaks for itself as to the District’s intentions.


June Waring
Chair

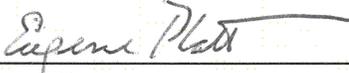

Bill Cubby Wilder
Vice Chair


Donald Hollingsworth
Secretary

Inez BrownCrouch


Kay Kernodle

Carter McMillan


Eugene Platt

- cc: Leonard Blank, Councilman, Town of James Island
- Garrett Milliken, Councilman, Town of James Island
- Darren Troy Mullinax, Councilman, Town of James Island
- Joshua P. Stokes, Councilman, Town of James Island



MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding between the Town of James Island ("Town") and the James Island Public Service District ("JIPSD") is entered into to documents the parties joint intent to: 1) allow the Town to purchase from the JIPSD certain parcels of property as described herein; and 2) to construct and operate certain intergovernmental joint use facilities as described herein.

Whereas, the Town and the District are governmental entities under the laws of the State of South Carolina, and are entitled to certain perquisites and to enter into joint intergovernmental facilities for the benefit of their constituents and the public;

Whereas, the District currently owns approximately 6.5 acres on Dills Bluff Road, located in the Town, and upon which it has plans to construct certain facilities including an approximately 8,000 square foot building for District use, associated ingress and egress improvements, parking facilities and hold the remainder to itself for future use (the "whole parcel");

Whereas, the Town wishes to purchase from the District's whole parcel so much of it as is described as all 1.27 acres of lot A and a Portion of Lot B consisting of 0.23 acres, Whitehouse Plantation, located on portions of TMS 425-12-00-298 and 185, with the exact metes and bounds of the Town purchased parcels to be determined by mutual agreement after a survey to be performed and paid for in equal shares by the parties; and which shape shall allow the intended use by each parties of the parcels so sold or retained;

Whereas, the purchase price of the Town's purchased parcels shall be determined as follows: each party shall choose a licensed appraiser, both of whom shall appraise the Town's purchased property, and the two appraisal results shall be averaged to arrive at the purchase price. Each party shall bear the expense of its appraiser.

Whereas, the Town intends to construct an approximately 6,000 square foot building for Town use and associated parking and associated facilities to be placed upon the Town's purchased parcel;

Whereas, the Town will require some permitted use of parking to be constructed upon the balance of the whole parcel not sold, the cost of which will be a portion of the shared site development cost;

Whereas, the Parties intend to develop an intergovernmental campus as is roughly depicted upon the site plan proposed in Attachment A hereto, therefore, the Town and the JIPSD intend to share the cost of site development, surveys, and special studies, as required for the individual parties' use and the limited joint use of the properties as described above, with costs to be born in equal shares; however, each party shall bear at its own cost the construction of the buildings each intends to construct on the Town's purchased parcel or the District's balance of the whole parcel;

Whereas, this Memorandum of Understanding is contingent upon the entire whole parcel being re-zoned to and remaining "office residential" in order to allow each parties' continued intended use;

Whereas, the Town will agree to permit a non-exclusive easement through its purchased parcel for access to a neighboring parcel owned by others (for purposes of this document, the "shopping center"), which easement would be contingent upon approval by the shopping center for an easement and use of shopping center property for parking purposes by both parties hereto as can be agreed with the shopping center;

Whereas, neither party has retained a broker or a broker's services, and therefore neither party will be responsible for any real estate broker's fees or charges for the eventual real estate transaction;

Whereas, this Memorandum of Understanding is also contingent upon the approval of Town Council and JIPSD Commission.

Whereas, conveyance and closing shall be as soon as practicable within the year 2016. Whereas, each party's due diligence shall end sixty (60) days after the last signature date below.

Whereas, the JIPSD hereby grants reasonable permission to the Town or its representatives to enter onto the whole parcel for due diligence, surveying and usual real estate planning purposes.

We Approve:

Town of James Island, SC

By: _____

Its: _____

This ____ day of _____, 2016

We Approve:

James Island Public Service District

By: 
Its Chairman

Its: 
Its Secretary

This 25 day of January, 2016