

**TOWN COUNCIL MEETING**  
**Municipal Center Council Chambers**  
**July 5, 2022; 2:00 PM**

**MINUTES**

I. **Call to Order:** *Mayor Labriola called the meeting to order at 2:00 pm.*

II. **Pledge of Allegiance**

III. **Roll Call:**

**Present at Meeting:** John D. Labriola, *Mayor*  
Dan Prickett, *Mayor Pro Tem*  
Maryanne Connelly, *Councilmember*  
John Moffitt, *Councilmember*  
Dr. Scott Parker, *Councilmember*

**Also Present by Phone:** Stephanie Tillerson, *Town Administrator*  
Joe Wilson, *Town Attorney*

IV. **Approval of Minutes:**

A. Minutes of the Special Call Town Council Meeting of May 25, 2022

*Councilmember Parker made a motion to approve the Town Council meeting minutes of May 25, 2022. Councilmember Moffitt seconded the motion, and it was unanimously approved.*

B. Minutes of the Town Council Meeting of June 7, 2022

*Councilmember Connelly made a motion to approve the Town Council meeting minutes of June 7, 2022. Councilmember Moffitt seconded the motion, and it was unanimously approved.*

V. **Mayor's Update:**

Mayor Labriola stated that several months ago, concerns relative to clearcutting at The Cape site were brought to the Town's attention. The ARB presented an explanation to address the concerns, followed by a discussion and written responses to questions submitted. The concerns have now escalated to serious accusations against the Partners and their control over the ARB. The Town has now attained two independent legal opinions which state that East West Partners has not violated any standards regarding the development of The Cape.

Mayor Labriola reviewed the points he felt were important in response to the accusations and indicated that the points would be put into print and released later in the week.

*This issue is primarily about how lot coverage is measured. The calculations themselves are not in question but rather the definition of "highland" in the ARB standards. ARB has exclusive jurisdiction to interpret the definition as used in the ARB standards, known as the "Designing With Nature" guidelines. The ARB has interpreted "highland" to mean all areas above mean high water. Under this interpretation, the development is within ARB's 33% lot standard. The Town has accepted ARB's interpretation and understands that this interpretation has been consistently used with previous beachfront projects. This interpretation of "highland" is reasonable and commonly used. South Carolina's Attorney General has ruled that "highlands"*

*means the area above mean high water. In the Town's Municipal Code, Section 17-101 defines "highland" to mean "the land above mean high-water mark (upland)." Similarly, the Town's 2013 Development Agreement with Kiawah Resort Associates, LP, includes references to acreage "above mean high water."*

*Some citizens have claimed the definition of "highland" is the land above the OCRM Baseline. While this is a standard applied in some contexts, nothing in the ARB standards or the Town's land use ordinances adopts the OCRM Baseline as a definition of "highland" or relies on the OCRM Baseline in density calculations. Both ARB and the Town have standards connected to the OCRM Critical Line, but the OCRM Critical Line is a boundary for marsh front property, not beachfront property. The OCRM Critical Line is simply not the same thing as the OCRM Baseline, which applies to beachfront property. Similarly, definitions of "critical areas" are generally related to state law issues and the protection of dunes. It is not a term used in the Town's land use ordinances or in ARB's guidelines related to development density, which is the issue at hand.*

Mayor Labriola also indicated the Town would be adding a Development Resources page to its website providing the full text of the Development Agreements in addition to frequently asked questions. The page will be updated regularly, encouraging residents to view the page to find accurate and whole information.

Following the review, Mayor Labriola asserted the Town would be transparent, say things as they are, and provide the community with the information as the Town see it, as the Town understands it, and as the Town knows it.

#### **VI. Citizens' Comments (Agenda Items Only):**

##### **Maura McIlveen – 146 Blue Heron Pond Road**

Ms. McIlveen, speaking on the Lou Hammonds Group proposal, stated that having a consultant to assist with Town communications was a good idea. She reviewed her concerns with the selection process, the language included in the proposal, and the firm's connection to East West Partners.

Ms. Tillerson stated she contacted the Charleston Visitor's Bureau, which is very knowledgeable about Public Relations firms in the community, and recommended two firms. After reviewing both, the Lou Hammonds Group was best suited to meet the Town's needs. She noted that the group was well respected, had many local clients, and was also highly recommended by those within the Kiawah community familiar with the group.

##### **Brad McIlveen – 146 Blue Heron Pond Road**

Mr. McIlveen stated that during the Mayor's Update, when outlining the opinions, any attorney-client privilege was waived by stating what was in the legal opinions. He suggested, after consulting counsel, that the Mayor disclose those opinions in the interest of transparency.

##### **Brad Belt – 151 Bobcat Way**

Mr. Belt responded to the Mayor's comments stating that the community welcomes the commitment to greater transparency noting that many community members had been working hard trying to understand the governing documents and systematically outlining issues that warrant attention.

Mr. Belt reviewed the Town's definitions of Critical Area, Dune Systems, Critical Line, and Highlands. He felt that the definitions in the Town's ordinances contradict the position or interpretation the ARB has taken.

Mr. Belt, referencing the Executive Session item of the discussion proposed contractual arrangement with Riverstone Property, it is assumed that the discussion pertains to the Andell West property. He stated that on behalf of *PreserveKiawah*, a newly established nonprofit Kiawah entity, it was the expressed view that moving forward with the Community Commercial zoning designation would be inappropriate and opposed. He stated that no judgment had been made on a Planned Development or other zoning designation. He urged that no action be taken on a contractual arrangement with Riverstone, if it pertains to Andell West, unless or until the community has had an opportunity to engage on any property development issues.

Mr. Belt, referencing the Executive Session item to receive legal advice regarding the requested Captain Sam's Spit Preliminary Plat extension. He stated that Councilmembers should have received a letter from counsel for *PreserveKiawah* outlining the arguments indicating there is no valid basis for the extension preliminary plat and his willingness to discuss them in greater detail. Mr. Belt briefly reviewed some of the arguments.

**VII. Consent:**

- A. To Consider Approval of the Proposal for Debris Monitoring Services
- B. To Consider Approval of the Contract with Lou Hammonds Group to assist Town Communication Staff

***Mayor Pro Tem Prickett made a motion to approve consent items A and B. Councilmember Connelly seconded the motion and was unanimously approved.***

**VIII. New Business:**

- A. Approval of the Charleston Area Convention and Visitors Bureau Proposed FY 2022-2023 Budget

***Councilmember Parker made a motion to approve the Charleston Area Convention and Visitors Bureau Proposed FY 2022-2023 Budget. Mayor Pro Tem Prickett seconded the motion, and it was unanimously approved.***

**IX. Executive Session:**

- A. Executive Session to Discuss proposed contractual arrangement with Riverstone Property pursuant to S.C. Code Ann. § 30-4-70 (a)(2).
- B. Executive Session to receive Legal Advice on the Kiawah Resort Association Development Agreement and the Captain Sam's Spit Preliminary Plat pursuant to S.C. Code Ann. § 30-4-70 (a)(2).

***Mayor Pro Tem Prickett made a motion to move into Executive Session to discuss a proposed contractual arrangement with Riverstone Property and to receive legal advice on the Kiawah Resort Association Development Agreement and the Captain Sam's Spit Preliminary Plat. Councilmember Parker seconded the motion, and it was unanimously approved.***

***Mayor Pro Tem Prickett made a motion to move into Regular Session. Councilmember Parker Seconded the motion, and it was unanimously approved.***

Mayor Labriola stated that during the Executive Session, no decisions were made, and no actions were taken.

**X. Town Administrator's Report:**

None

**XI. Council Member:**

- a. Committee Updates
- b. General Comments

Councilmember Moffitt reported that the Kestral Court project was underway and that a tree had been saved. The work on the concrete slab was the next big in the process, also noting that caution tape had to be installed around the site to prevent the continuous dumping of trash even with no containers.

Councilmember Connelly thanked Mr. Harris and those working with Mr. Harris on a very successful Public Safety Month and encouraged doing it again next year.

Councilmember Parker announced that after living on Kiawah since 2003, he and his wife had decided to embark on a new journey by moving to Asheville next month. He had tendered his resignation to the Mayor and Ms. Tillerson effective July 31<sup>st</sup>. He stated that it had been an honor, privilege, and pleasure to serve the Town on the Public Safety Committee, Board of Zoning Appeals, and for the last two years as a Councilmember.

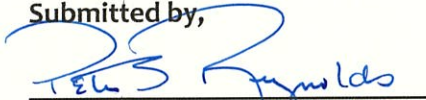
**XII. Citizens' Comments:**

None

**XIII. Adjournment:**

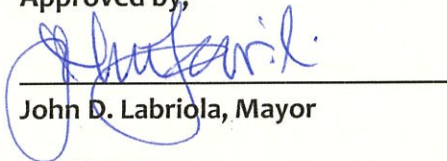
***Councilmember Parker made a motion to adjourn the meeting at 4:26 pm. Councilmember Moffitt seconded the motion, and it was unanimously passed.***

Submitted by,



Petra S. Reynolds, Town Clerk

Approved by,



John D. Labriola, Mayor

8-5-2022

Date