



**Town of Sullivan's Island, South Carolina
Town Council Special Meeting
Meeting Minutes
Tuesday, October 12, 2021**

A Special Meeting of Town Council was held on the above date at approximately 9:00 a.m., all requirements of the Freedom of Information Act having been satisfied.

Present were: Patrick M. O'Neil, Mayor
Bachman Smith, Mayor Pro-Tem
Kaye Smith, Councilmember
Scott Millimet, Councilmember
Greg Hammond, Councilmember
Justin Novak, Councilmember

Mayor O'Neil called the meeting to order at 9:00 a.m. and stated the press and public had been notified in accordance with State Law. There were seventeen (17) members of the public and one (1) members of the media present. Staff members present were Andy Benke, Larry Dodds, and Bridget Welch. The purpose of the Special Meeting was to review and discuss the possibility of retaining an independent Attorney to rend an opinion as to the obligations of the Town and Council members under the Settlement Agreement and Court Order in Bluestein et al vs Town of Sullivan's Island 2010-CP-10-5449.

Email Correspondence for October 12, 2021 Town Council Special Meeting (Attachment 1).

Executive Session: Receive Legal Advice from the Town attorney:

Motion was made by Councilmember Millimet, seconded by Mayor Pro-Tem Bachman Smith, to go into Executive Session at 5:02 p.m. to receive legal advice, with 5 in favor and 1 opposed from Councilmember Hammond.

Councilmember Hammond stated he was not informed of this meeting until Friday at 3:00 p.m. and feels like Town Council does not really want to hear everyone's opinion. He stated there have been multiple news stories about a high-profile staff member and does not understand why there has not been a special meeting about this issue.

Councilmember Kaye Smith stated she has an issue about public comment. There have been dozens of letters written in opposition to this issue and it has not been added to the public comments and there has not been enough transparency in this process.

Councilmember Millimet stated there is a potential deadline to make a decision and that is why the Executive Session was called. He feels Town Council is trying to be transparent and this meeting is to decide how and if to move forward with a potential legal loophole in the agreement.

Mayor O'Neil stated this meeting is a follow-up meeting to identify a potential provider of legal counsel, as requested in a motion in the last Executive Council meeting.

Councilmember Hammond stated there has been no public comment regarding this issue. Mayor O'Neil countered public comments were made a few meetings back. Councilmember Hammond commented said the issue was not on the agenda and is why it has been discussed.

Councilmember Kaye Smith agreed, while Councilmember Millimet disagreed.

Motion was made by Mayor Pro-Tem Bachman Smith, seconded by Councilmember Novak, to come out of Executive Session at 9:19 a.m., passed unanimously.

Mayor O'Neil stated that no votes or actions were taken while in Executive Session.

Motion was made by Councilmember Hammond, seconded by Councilmember Kaye Smith, that we retain the law offices of Hair/Van Raalte, Attorneys at Law, to render an opinion as to the obligations of the Town and council members under the Settlement Agreement and Court Order in Bluestein et al vs Town of Sullivan's Island 2010-CP-10-5449, denied with 2 in favor and 4 opposed from Councilmember Novak, Councilmember Millimet, Mayor Pro-Tem Bachman Smith, and Mayor O'Neil.

Councilmember Hammond mentioned the settlement has been signed twice by a judge, legal counsel from in-house and from a special retained council. He does not feel more Town resources and tax-payer money should be used to continue this. He feels it is best to have the original law firm give advice so the Town can move forward without using further resources.

Councilmember Millimet questions whether the legal resolution is flawed in some way and feels the original law firm that drafted the settlement cannot be the ones to review it.

Motion was made by Councilmember Novak, seconded by Mayor Pro-Tem Bachman Smith to retain the legal services of Nexsen Pruet and Billy Wilkins to render an opinion regarding the Town's rights and rights responsibilities under the terms of the Settlement

Agreement and Court Order in Bluestein et al vs Town of Sullivan’s Island adjourn the meeting at 6:05 p.m., passed with 4 in favor and 2 opposed from Councilmember Hammond and Councilmember Kaye Smith.

Motion to amend made by Councilmember Hammond to add “any such opinions to exclude the following topics: judicial review rule 60 in whether the settlement unduly binds future council” at the end of the motion, dies for want of a second.

Councilmember Novak gave background on Billy Wilkins. He is based in Greenville, South Carolina under Nexsen Pruet law firm and has litigated issues with settlements in multiple other towns. He feels his opinion will serve the Town well.

Councilmember Kaye Smith feels moving forward with motion is a shameful waste of Town resources and a ludicrous waste of taxpayers’ money.

Councilmember Hammond stated he is at a loss as to what exactly this motion is for, as he feels there have been conflicting statements on what this outside legal counsel is for.

Councilmember Novak stated multiple citizens sought outside legal counsel concerning the specific rights and responsibilities under the terms of the agreement. He feels it is in the Town’s best interest to hire an attorney, to take another look at these issues and seek legal advice.

Motion made by Councilmember Novak, seconded by Councilmember Millimet to adjourn at 9:29 p.m., passed unanimously.

Respectfully submitted,



Bridget Welch



SPECIAL MEETING OF TOWN COUNCIL

October 12, 2021 9:00 AM

Correspondence to Council

1. Michael Bourland, 1607 Atlantic Avenue, 10-11-21 email – Comments regarding accreted land settlement agreement
2. Allison Bourland, 1607 Atlantic Avenue, 10-11-2021 email – Comments regarding accreted land settlement agreement
3. Wayne Guckenberge, 2105 Pettigrew Street, 10-11-2021 email – Comments regarding accreted land settlement agreement
4. David Poulnot, 2819 Marshall Blvd, 10-11-2021 email - Comments regarding accreted land settlement agreement
5. Louisa Robb, 2209 Atlantic Avenue, 10-11-2021 letter via email – Comments regarding accreted land settlement agreement
6. Gareth Turner, 2651 Bayonne Street, 10-11-2021 letter via email – Comments regarding accreted land settlement agreement
7. Katie Boehly, 2251 Atlantic Avenue, 10-11-2021 letter via email – Comments regarding accreted land settlement agreement

Bridget Welch

From: Michael Bourland <mbourland@emerginet.com>
Sent: Monday, October 11, 2021 9:20 AM
To: Bridget Welch
Subject: Letter to SITC members

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Hi Bridget,

Are you the right person to distribute this letter to each of the members of the SITC before tomorrow's special SITC meeting?

Thanks,

Michael Bourland
1607 Atlantic Ave.

To Town Council:

Let me start with a sincere "thank you" for your service to our community.

I am saddened by the attempt to subvert the Bluestein v. TOSI settlement by a vocal minority of our neighbors on the island. This settlement agreement is legally binding and fraught with dangers if challenged by you and your Council Member colleagues. It would be unwise to invoke these restrictions. The settlement is a compromise that allows us all to move forward to put to rest this longstanding debate that has divided our island and put mean-spirit forward as the common way that we deal with our neighbors. Our current plan is also a compromise that leaves no one completely satisfied. The original Land Trust deed governs how the TOSI should manage the Accreted Land. The Bluestein settlement is somewhere in the middle of the extremes of "cut nothing" or "cut all". Any new legal action would cost taxpayer dollars and risk a far more aggressive trimming plan outcome.

I hope that in your wisdom you will see that upsetting this settled apple cart is a path to avoid.

Michael Bourland

Bridget Welch

From: Allison Diggs-Bourland <adiggsbourland@gmail.com>
Sent: Monday, October 11, 2021 9:50 AM
To: Bridget Welch
Cc: Allison Bourland
Subject: Letter to the mayor and town council members about invasive species management

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Good Morning Bridget,

I hope that you had a nice weekend.

Would you please forward this email to all members on the town council and to Mayor O'Neil?

Thank you so much,
Allison

To Town Council Members and Mayor O'Neil,

Thank you for serving our town.

What is the town of Sullivan's Island's policy regarding invasive species management? We own a lot on Dewees Island. Below please find information that was included in an email I received from Dewees Island last week.

Invasive Plant Work

Fall treatment for invasive Chinese Tallow Tree and Phragmites will begin early October and should finish by mid-November. Hal Droter, the contractor will be on island treating both species.

Hal will be working on Chinese Tallow treatment in the Conservation Area as well as lots adjacent to the Conservation Area. Treatment will also take place on lots along Dewees Inlet and lots along Pelican Flight. I will be checking high ground not listed above.

Phragmites treatment will be conducted by Hal as well along Chapel Pond and a few private lots. The majority of Chinese Tallow tree or Phragmites tend to grow on along roadsides, along wetlands, or the transition from the forest to the dunes or the forest to the impoundments. Both species like damp soils and threaten the biodiversity of our native plant communities.

To learn more about Chinese Tallow

Tree: <https://projects.ncsu.edu/goingnative/howto/mapping/invexse/chineset.html>

To learn more about Phragmites:

https://www.canr.msu.edu/news/invasive_phragmites_australis_what_is_it_and_why_is_it_a_problem

I know that we have a massive amount of Chinese Tallow tree infestation. I think that it has gotten worse with the demise of the hackberry trees.

Mayor O'Neil, and council members B Smith, G Visser, J Novak, and Millimet - do you believe it is important to manage the most damaging invasive species or do you believe that the accreted land should be left completely alone?

Thank you for you time and attention to this matter,

Sincerely,

Allison Bourland

1607 Atlantic Ave

Bridget Welch

From: Allison Diggs-Bourland <adiggsbourland@gmail.com>
Sent: Monday, October 11, 2021 10:01 AM
To: Bridget Welch
Cc: Allison Bourland
Subject: Invasive vines letter to Town Council

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Hi Bridget,

I tried to send this information in an email earlier and I'm not sure it made it. If you get the article both ways would you please share it in the way that it is easier to read for the town council members and mayor?

Mayor O'Neil and Town Council Members,

Would you please take the time to read the article below? I believe that the native trees in the accreted land are being attacked by invasive vines and I believe that left unmanaged the trees will suffer.

Manage invasive species or not? What is our policy - our philosophy?

Thank you,
Allison Bourland

1607 Atlantic Ave

<https://www.npr.org/local/305/2021/07/09/1014566230/this-man-documented-5-000-trees-being-killed-by-vines-in-takoma-park>

Bridget Welch

From: Bing Guckenberger <binguck@yahoo.com>
Sent: Monday, October 11, 2021 10:48 AM
To: Bridget Welch
Subject: ACCRETED LAND

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Ms. Welch,
Please distribute to our councilpersons:
Thank you.

Councilpersons:

What is binding arbitration? With the absence of fraud or some type of chicanery can one side negate the process because they don't like the outcome? Of course not.

If you want to be remembered for doing something for Sullivan's Island start acting and working on our impending climate change problems.

Wayne Guckenberge
2105 Pettigrew St.

Bridget Welch

From: David Poulnot <dlpseior@gmail.com>
Sent: Monday, October 11, 2021 11:55 AM
To: Bridget Welch
Subject: Town Settlement

CAUTION: > This email originated from outside the Town of Sullivans Island. Do not click links or open attachments unless you have verified the sender and know the content is safe.

Ms. Welch, Please communicate to Council my utmost opposition to the continued use of taxpayer dollars in the effort to "do nothing" of substance regarding the accreted land. The ponds and grasslands are beautiful but the overgrowth is not and it should be thinned and controlled. The settlement sets the stage for just that.

Stop the fight. I assure you the plaintiffs will not until the Town does.

Thank you

David Poulnot

2819 Marshall Blvd

A lifelong witness to the reality of the impact of the accreted land.

Sent from my iPhone

October 11, 2021

By Email to bwelch@sullivansisland.sc.gov
Sullivan's Island Town Hall
Attn: Bridget Welch, Town Clerk
2056 Middle Street
Sullivan's Island, SC 29482

Dear Council Members:

I write today to provide written comments in support of the mediated, **court-approved** Settlement Agreement in the matter of *Bluestein v. Town of Sullivan's Island*. I have witnessed the recent actions from a small group of vocal residents of Sullivan's Island to bring into question, and attempt to cause TOSI to breach, the legally binding obligations of TOSI under the Settlement Agreement. I am not an activist, I have never written a letter like this before, and I believe Sullivan's Island is a special place and belongs to us all. But I cannot allow this small group of residents to continue to propagate misinformation and a false narrative. It's damaging the community and it needs to stop.

While I understand that the Settlement Agreement is far from perfect from either side's perspective, it is a compromise that the law clearly says we must abide. The Settlement Agreement is the resolution reached between the Town and certain citizens following ten (10) years' worth of expensive and protracted litigation. It must be implemented without further delay.

There is no new evidence, argument, or position today which could justify further challenge to the Settlement Agreement. It would be a waste of taxpayer money, as well as judicial resources, to pursue this last ditch effort to delay or revise the Settlement Agreement's reasonable and limited scope of work.

Importantly, it is also an urgent matter of public safety. Coyotes and other non-native dangerous wildlife that are incompatible with a residential community have taken refuge in the Maritime Forest because it has not been managed properly over the past 10 years. The Settlement Agreement will help manage this increasingly dangerous threat to the community. If another pet, child or person is injured, and worst case killed, by the increasingly large and aggressive bands of coyotes it will be a very serious liability issue for TOSI.

In addition to the public safety and associated liability issue, for the TOSI to take the risk of massive civil claims by beachfront property owners, who will be unfairly and prejudicially harmed by a failure to honor the court approved Settlement Agreement, the cost of which will be ultimately borne by all taxpayers on Sullivan's Island, seems to be a particularly unwise breach of the duty of the members of the town council. It is hard to understand how this would be a good path for TOSI to pursue.

On the other hand, consider the position of the beachfront property owners. The trimming work agreed to in the Settlement Agreement is limited and targeted to achieve a reasonable management of the accreted land's vegetation. The Settlement Agreement identifies the specific types of plants which will be limbed or removed and even identifies specific trees for trimming within each zone of the accreted land. **Contrary to the false narrative that is being propagated, it is not, and never has been, a proposal to clear-cut the area.** The Settlement

Agreement is a very measured and minimal culling which will be done by licensed professionals. Furthermore, the Accreted Land Management Plan commissioned by the Town and presented as a draft proposal in July 2010, plainly indicated there is no appreciable difference in "Storm Damage Reduction" between the current practice (Alternative 2) and more extensive management of vegetation (Alternative 3).

It is a matter of your duty, principle, law and good faith to move forward and implement the Settlement Agreement without further delay. The small group of very vocal opponents to a valid and enforceable legal agreement have caused enough division and strife on the island. It is time to move on for the benefit of all residents. There is no good outcome for the broader Sullivan's Island community if the Settlement Agreement is not implemented as already agreed. As a community it is time to move forward and stop re-litigating, both literally and metaphorically, this issue that has already been fairly decided and resolved.

If the Settlement Agreement is not implemented, you will be choosing to expose the Town to damages for the harm that the Town inflicts on its beachfront citizens. It would be a grave mistake to underestimate the resolve of the citizens of Sullivan's Island, who support the Settlement Agreement, to see its implementation or otherwise pursue damage claims. Each property owner could estimate damages in the millions of dollars which could easily reach hundreds of millions of dollars in a class action suit. The significant legal exposure to TOSI from the damage that will be suffered by property owners on Sullivan's Island if the Settlement Agreement is not implemented will dramatically increase the property tax for all citizens for many years to come. I seriously doubt that is in the interests of the broader community. It will also divert much needed funds from other significant issues confronting our island like parking, traffic and flooding.

I really regret having to write a letter of this nature, but I feel it's very important to protect the integrity of this process, and ultimately the rule of law, that is the foundation of our community. I trust you will appreciate the perspective I have provided, and it will assist you as you move forward to implementing the Settlement Agreement.

Thank you for the opportunity to share my thoughts.

With my best regards,

Louisa R. Robb

2209 Atlantic Avenue

Gareth Turner
2651 Bayonne Street
Sullivan's Island, SC
29482

By Email to bwelch@sullivansisland.sc.gov

October 11, 2021

Sullivan's Island Town Hall
2056 Middle Street
Sullivan's Island, SC
29482

Attn: Bridget Welch

Dear Distinguished and Honorable Council Members:

I write today to provide written comments in support of the mediated, **court-approved Settlement Agreement** in the matter of *Bluestein v. Town of Sullivan's Island*. I have witnessed the recent actions from a small group of vocal residents of Sullivan's Island to bring into question, and attempt to cause the Town of Sullivan's Island ("TOSI") to breach, the legally binding obligations of the TOSI under the Settlement Agreement. I am not an activist, I have never written a letter like this before and I believe Sullivan's Island is a special place and belongs to us all. But I cannot allow this small group of residents to continue to propagate misinformation and a false narrative around this issue. It's divisive and damaging the community and it needs to stop.

While I understand that the Settlement Agreement is far from perfect from either side's perspective, it is a compromise that the law clearly says we must abide. The Settlement Agreement is the resolution reached between the Town and certain citizens following ten (10) years' worth of expensive and protracted litigation. It must be implemented without further delay.

There is no new evidence, argument, or position today which could justify further challenge to the Settlement Agreement. It would be a waste of taxpayer money, as well as judicial resources, to pursue this "last ditch" effort to delay or revise the Settlement Agreement's reasonable and limited scope of work. Importantly, it is also an urgent matter of public safety. Coyotes and other non-native dangerous wildlife that are incompatible with a residential community have taken refuge in the Maritime Forest because it has not been managed properly over the past 10 years. The Settlement Agreement will help manage this increasingly dangerous threat to the community. If another pet, child or person is injured, and worst case killed, by the increasingly large and aggressive bands of coyotes it will be a very serious liability issue for the TOSI. In addition to the public safety and associated liability issue, for the TOSI to

take the risk of massive civil claims by beachfront property owners, who will be unfairly and prejudicially harmed by a failure to honor the court approved Settlement Agreement, the cost of which will be ultimately borne by all taxpayers on Sullivan's Island, seems to be a particularly unwise breach of the duty of the members of the town council. It is hard to understand how this would be a good path for the TOSI to pursue.

On the other hand, consider the position of the beachfront property owners. The trimming work agreed to in the Settlement Agreement is limited and targeted to achieve a reasonable management of the accreted land's vegetation. The Settlement Agreement identifies the specific types of plants which will be limbed or removed and even identifies specific trees for trimming within each zone of the accreted land. **Contrary to the false narrative that is being propagated, it is not, and never has been, a proposal to clear-cut the area.** The Settlement Agreement is a very measured and minimal culling which will be done by licensed professionals. **Furthermore, the Accreted Land Management Plan commissioned by the Town and presented as a draft proposal in July 2010, plainly indicated there is no appreciable difference in "Storm Damage Reduction" between the current practice (Alternative 2) and more extensive management of vegetation (Alternative 3).**

It is a matter of your duty, principle, law and good faith to move forward and implement the Settlement Agreement without further delay. The small group of very vocal opponents to a valid and enforceable legal agreement have caused enough division and strife on the island. It is time to move on for the benefit of all residents. There is no good outcome for the broader Sullivan's Island community if the Settlement Agreement is not implemented as already agreed. As a community it is time to move forward and stop re-litigating, both literally and metaphorically, this issue that has already been fairly decided and resolved.

If the Settlement Agreement is not implemented, you will in effect be choosing to expose the TOSI to damages for the harm that the TOSI will cause its beachfront citizens. It would be a grave mistake to underestimate the resolve of the citizens of Sullivan's Island, who support the Settlement Agreement, to see its implementation or otherwise pursue damage claims. Each property owner could estimate damages in the millions of dollars which could easily reach hundreds of millions of dollars in a class action suit. The significant legal exposure to the TOSI from the damage that will be suffered by property owners on Sullivan's Island if the Settlement Agreement is not implemented will dramatically increase the property tax for all citizens for many years to come. I seriously doubt that is in the interests of the broader community. It will also divert much needed funds from other significant issues confronting our island like parking, traffic and flooding.

I regret having to write a letter of this nature but I feel it's very important to protect the integrity of this process, and ultimately the rule of law, that is the foundation of our community. I trust you will appreciate the perspective I have provided and it will assist you as you move forward to implementing the Settlement Agreement.

Thank you for the opportunity to share my thoughts.

With my best regards,

October 11, 2021

Sullivan's Island Town Hall
Attn: Bridget Welch, Town Clerk
2056 Middle Street
Sullivan's Island, SC 29482

Dear Council Members:

I am the home-owner of 2251 Atlantic Avenue. I am writing in support of the court-approved Settlement Agreement in the matter of *Bluestein v. Town of Sullivan's Island*. I have learned that there is a small group of vocal residents of Sullivan's Island that are trying to revise the court approved agreement. I do not understand how this could be justified as there is no new evidence that would change the case and thus this will be a waste of taxpayer time and money. Already the litigation leading up to the settlement took 10 years and in that time we have watched the Maritime Forest grow out of control. We now regularly see coyotes in our yard and if nothing is done their population will continue to expand. I have young nieces and nephews and I am terrified for them to play out in our own backyard. In addition, our station now has serious drainage issues with standing water in the yards, something that we hardly saw 10 years ago now is a regular occurrence as a result of the Maritime Forest management.

I find the verbiage being used by the opposing party to be inaccurate, they speak as if we would completely cut down the Maritime Forest but in fact the agreement is a compromise. It is very thorough on what can be trimmed and pruned, and it is a limited amount. We as homeowners are watching our

and bring into question, and attempt to cause TOSI to breach, the legally binding obligations of TOSI under the Settlement Agreement. I am not an activist, I have never written a letter like this before, and I believe Sullivan's Island is a special place and belongs to us all. But I cannot allow this small group of residents to continue to propagate misinformation and a false narrative. It's damaging the community and it needs to stop.

Importantly, it is also an urgent matter of public safety. Coyotes and other non-native dangerous wildlife that are incompatible with a residential community have taken refuge in the Maritime Forest because it has not been managed properly over the past 10 years. The Settlement Agreement will help manage this increasingly dangerous threat to the community. If another pet, child or person is injured, and worst case killed, by the increasingly large and aggressive bands of coyotes it will be a very serious liability issue for TOSI.

In addition to the public safety and associated liability issue, for the TOSI to take the risk of massive civil claims by beachfront property owners, who will be unfairly and prejudicially harmed by a failure to honor the court approved Settlement Agreement, the cost of which will be ultimately borne by all taxpayers on Sullivan's Island, seems to be a particularly unwise breach of the duty of the members of the town council. It is hard to understand how this would be a good path for TOSI to pursue.

If the Settlement Agreement is not implemented, you will be choosing to expose the Town to damages for the harm that the Town inflicts on its beachfront citizens. It would be a grave mistake to underestimate the resolve of the citizens of Sullivan's Island, who support the Settlement Agreement, to see its implementation or otherwise pursue damage claims. Each property owner could estimate damages in the millions of dollars which could easily reach hundreds of millions of dollars in a class action suit. The significant legal exposure to TOSI from the damage that will be suffered by property owners on Sullivan's Island if the Settlement Agreement is not implemented will dramatically increase the property tax for all citizens for many years to come. I seriously doubt that is in the interests of the broader community. It will also divert much needed funds from other significant issues confronting our island like parking, traffic and flooding.

I really regret having to write a letter of this nature, but I feel it's very important to protect the integrity of this process, and ultimately the rule of law, that is the foundation of our community. I trust you will appreciate the perspective I have provided, and it will assist you as you move forward to implementing the Settlement Agreement.

Thank you for the opportunity to share my thoughts.

With my best regards,

Katie Boehly
2251 Atlantic Avenue