

MAYOR:
Bradley D. Belt

TOWN ADMINISTRATOR:
Stephanie Tillerson

TOWN ATTORNEY:
Stafford J. McQuillin III



MAYOR PRO TEMPORE:
Russell A. Berner

COUNCIL MEMBERS:
Dr. Michael Heidingsfelder
E. Luke Farrell
Madeleine Kaye

WAYS & MEANS COMMITTEE MEETING
Municipal Center Council Chambers
July 2, 2024, 10:00 am

AGENDA

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Roll Call:**
- IV. **Approval of Minutes:**
 - A. Minutes of the Ways and Means Committee Meeting of June 4, 2024 [Tab 1]
- V. **Citizens' Comments (Agenda Items Only):**
- VI. **Old Business:**

None
- VII. **New Business:**
 - A. Review and Recommendation to the Town Council for the Purchase of Compostable Dog Waste Bags and Dispensers for the Beach [Tab 2]
 - B. Review and Recommendation of the Proposal for HVAC Maintenance Services [Tab 3]
 - C. Review and Discussion of Modifying Section 4-321 (Appendix A) Business License Rate Schedule [Tab 4]
- VIII. **Chairman's Report:**
- IX. **Treasurer's Report:**
 - A. Monthly Budget Report [Tab 5]
- X. **Citizens' Comments:**
- XI. **Committee Member's Comments:**
- XII. **Adjournment:**



T a b | 1

WAYS AND MEANS

Agenda Item

WAYS & MEANS COMMITTEE MEETING

Municipal Center Council Chambers

June 4, 2024, 10:00 am

AGENDA

- I. Call to Order: *Chairman Heidingsfelder called the meeting to order at 10:00 am.*
- II. Pledge of Allegiance
- III. Roll Call:

Present at the Meeting: Michael Heidingsfelder, *Chairman*
Brad Belt, *Mayor*
Luke Farrell, *Committee Member*

Also Present: Stephanie Tillerson, *Town Administrator*
Dorota Szubert, *Finance Director*
Bruce Spicher, *Building Official*
Brian Gottshalk, *Public Works Manager*

- IV. **Approval of Minutes:**
 - A. Minutes of the Ways and Means Committee Meeting of April 2, 2024

Mayor Belt made a motion to approve the minutes of the April 2, 2024, Ways and Means Committee meeting. Committee Member Farrell seconded the motion, and it was unanimously approved.

- B. Minutes of the Ways and Means Committee Meeting of May 7, 2024

Committee Member Farrell made a motion to approve the minutes of the April 2, 2024, Ways and Means Committee meeting. Mayor Belt seconded the motion, and it was unanimously approved.

Chairman Heidingsfelder stated the minor typographical errors noted in both sets of minutes would be forwarded to the Town Clerk.

- V. **Citizens' Comments (Agenda Items Only):**
None

- VI. **Old Business:**
None

- VII. **New Business:**
 - A. Review and Recommendation to the Town Council for Approval of the New Building Services Fee Schedule

Mr. Spicher presented his proposal to increase permit fees for new construction and renovation projects, including additions, noting that subcontractor fees would remain unchanged. The detailed proposal included a comparison to the fees of ten other coastal communities, highlighting the need to adjust Kiawah's fee structure to match those of similar communities.

Current permit fees have remained unchanged since 2013, so the recommendation was to increase fees for projects over \$500,000 from \$3.50 to \$6 per \$1000 to align with fees in ten compared communities. Reinspection fees were also proposed to be increased from \$55 to \$250 to reduce repeat inspections.

Mayor Belt made a motion to recommend to the Town Council the approval of the new Building Services fee schedule. Committee Member Farrell seconded the motion.

The discussion among committee members clarified that the permit fee adjustment would apply to projects above \$1,000 and impact renovations or additions to single-family homes and new commercial constructions; it does not apply to permitted projects. Also discussed were the additional changes in the fee structure, the justification for fee increases, the necessity for fees to mirror actual workload, inflation, and costs, and the suggestion to differentiate permit fee schedules between commercial and residential.

Following the discussion, the motion was unanimously approved.

B. Review and Recommendation to the Town Council for Approval of the Amendment to the Contract with Tetra Tech, Inc. for Disaster Debris Monitoring Services

Mr. Gottshalk stated that in the event of a substantial natural disaster, FEMA (Federal Emergency Management Agency) requires all municipalities to follow certain recovery guidelines. One requirement is to secure a contractor who will monitor the movements and staging of debris generated by a disaster event, documenting and compiling the information for submission to FEMA for reimbursement of costs associated with the recovery.

In 2022, the Town entered into a standby agreement with Tetra Tech to perform debris monitoring services. The two-year agreement includes the opportunity for two one-year extensions. With the agreement expiring in July 2024, Tetra Tech would like to execute the first one-year extension with no changes to the scope or fee schedule set forth in the original agreement.

Mayor Belt made a motion to recommend to the Town Council the approval of the Amendment to the Contract with Tetra Tech, Inc. for Disaster Debris Monitoring Services. Committee Member Farrell seconded the motion.

Committee members clarified FEMA's requirement for debris management and monitoring contractors and asked Tetra Tech to clarify the "uncontrollable forces" clause in their service agreement.

Following the discussion, the motion was unanimously approved.

C. Review and Discussion of the Draft Kiawah Resort Associates Franchise Agreement for the East Beach Club

Chairman Heidingsfelder stated that late last year, he noted that no agreement existed for the East Beach Club regarding the use of the beach for their chair and umbrella setups, similar to those in place with Resort and Island Beach Services. A draft of the agreement with decisions pending regarding overnight storage of equipment on the beach or dune line and the fee amount was presented.

Committee members discussed fee determination, payment schedules, franchise area specifics, and the agreement's consistency with the existing agreements. Further discussion included defining beach and emergency vehicle access in a franchise agreement, referencing an ordinance for emergency beach access, and specifying access points and vehicle types and markings. The contract's terms on overnight beach furniture management were clarified.

VIII. Chairman's Report:

None

IX. Treasurer's Report:

A. Monthly Budget Report

Ms. Szubert presented and reviewed the Town's Budget-to-Actual Report for the first ten months. The report is compiled on a cash basis, and all the funds are consolidated. The original budget was amended on February 6, 2024, to adjust the totals to the current projections.

For the first ten months, the Town's consolidated revenues of \$13.2 million are 12%, or \$1 million higher when compared to year-to-date for the last fiscal, FY2023, and are at 85% of the total amended budgeted revenues for the current year. Overall, revenues are in line with budget, with Building Permits, Interest Income, and Miscellaneous Income exceeding the budget. The Miscellaneous Income includes a one-time reimbursement from CCSO of \$161,000 for the vehicles and equipment book value.

At 85% of the year elapsed, expenditures totaling \$8.8 million are 1% or \$44,000 higher than for fiscal year FY2023 and account for 53% of the current year's budget. The majority of the expenditures are reasonable and in line with the amended budget, with the exception of the following line items that will carry the negative variance throughout the year:

1. Waste management - attributable to the earlier initiation of the contract with Trident.
2. Professional services
3. Charitable contributions - due to Town Council approval of an additional application outside the regular process.
4. Non-budgeted cost for storm cleanup.

Ms. Szubert provided updates on the following:

- Letters were sent to the ten largest contributors to the business license revenue, with the auditors performing an income verification audit in July.
- The business license compliance audit resulted in 250 businesses coming into compliance and collecting \$153,000. There are approximately 600 businesses still outstanding.

X. Citizens' Comments:

None

XI. Committee Member's Comments:

A. Update on the repair and re-pavement of approximately 200 YDS of Leisure Trail along Beachwalker Drive

Mr. Gottshalk discussed that the area has about 750 linear feet of bike path that would be improved, and the quote received for the project is \$43,325. Approximately two years ago, Truluck Construction was on the opposite side, and at that time, the path was widened to eight feet, so the cost may be reduced if the current six-foot width is maintained. However, based on the quote, the project would need to go out for bid. Mayor Belt stated that in that situation, the project would have to be put in the 2024/2045 Budget.

Chairman Heidingsfelder stated that while the Beachwalker bike path needed repair, he felt that the priority is the leisure trail along Kiawah Island Parkway between the former access road to the PGA parking and the entrance to Freshfields is a low-lying area. At every heavy rainstorm, this area floods with more than a foot of standing water that does not drain. This forces people to leave the leisure trail onto the Parkway, biking or walking against traffic until they can re-emerge back to the leisure trail.

Further discussion noted that both areas are concerns that need to be addressed. Mr. Gottshalk was looking at companies to do drainage assessments on roadways and bike paths to confirm the issue was with the drainage or a low spot that needed to be raised.

In response to Chairman Heidingsfelder's question on the purchase of the ETV, Mr. Gottshalk stated several companies had been contacted, and Mr. Nardelli is attempting to negotiate a price within the budget, but no purchase has been made.

Chairman Heidingsfelder stated that having had a chance to observe Trident Waste had not seen anything of concern and questioned the status of community trash complaints after four weeks. Mr. Gottschalk stated there had been a remarkable decline in calls and emails on missed stops. The first four weeks were expected to be rough while they learned, but they did a fantastic job coming out prior to their contract to learn the routes and solve problem areas.

Committee Farrell thanked Ms. Szubert for all the work done for Ways and Means and the help she had given him. He also stated that at the appropriate time, he would like to revisit the parking issue at the Club.

XII. Adjournment:

Mayor Belt made a motion to adjourn the meeting at 12:23 pm. Committee Member Farrell seconded the motion, and it was unanimously approved.

Submitted by,

Petra S. Reynolds, Town Clerk

Date



Tab | 2

WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Action

TO: Ways and Means Committee Members

FROM: Brian Gottshalk

SUBJECT: Beach Dog Waste Boxes and Bags

DATE: July 2, 2024

BACKGROUND:

The Town has historically offered dog waste bags to residents, visitors, and guests at each public beach access. However, the December nor'easter destroyed the dog waste boxes and trash receptacles on the beach.

ANALYSIS:

In line with the current goals and mission of the Kiawah Island Goes Green Committee, Town staff has looked into replacing dog waste bags with compostable dog waste bags.

LOCATION:

The location of these dog bag stations will be on each of the public boardwalks along the beach for a total of 38 stations with a container full of 600 bags per station.

PRODUCT:

The total product cost of 38 Dog Bag Stations is \$6,306.86. The product description states that Our TRAIL PROVEN™ dog waste roll bag dispenser is built with Trail Wood™, an earth-friendly composite made from recycled milk jugs, water bottles, and plastics. No new materials were used.

To properly fill all the Dog Bag Stations, it would be most cost-effective to order a pallet of 80 cases for \$64.99, for a total of \$5,199.20.

ACTION REQUESTED:

Town staff recommends that the Ways and Means committee authorize the purchase from Dog Waste Depot of 38 Dog Bag Stations for \$6,306.86 and 80 cases of dog bags for a total of \$5,199.20.

BUDGET & FINANCIAL DATA:

If approved, 70% of the cost of the Dog Stations will be funded from LATAX funds and 30% from the General Fund. The cost of the compostable dog waste bags will be funded through the General Fund.

FREE FedEx SHIPPING - Order Today, Ships Today.

Home / Earth Friendly Stations & Compostable Bags / TRAIL PROVEN™ ROLL BAG DISPENSER

See our 38 reviews on  Trustpilot**TRAIL PROVEN™ ROLL BAG DISPENSER****\$165.97**

SKU: TP-003

UPC: 840431500881


Shipping: Free Shipping

Quantity: **ADD TO CART**

Station Bundles & Bag Deals

Dog Waste Bags

Dog Waste Stations



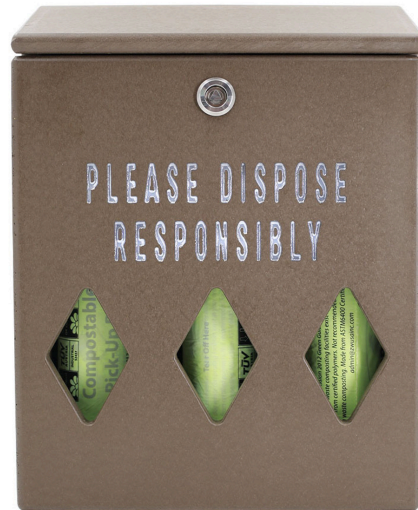
Earth Friendly Stations & Compostable Bags 

Trail Proven™ Stations- recycled materials

Compostable Bags & Can Liners -ASTM6400

Bag Dispensers

Designer Bag Dispensers

Can Liners, Cans, Parts & Accessories Signs - Stock & Custom Messages Dog Park Equipment **OVERVIEW**

PRODUCT DESCRIPTION

Our **TRAIL PROVEN™** dog waste roll bag dispenser is built with **Trail Wood™**, an earth-friendly composite made from recycled milk jugs, water bottles, and plastics. No new materials were used. Post-consumer plastics were recycled and formed into the indestructible material used for our **TRAIL PROVEN™** dispenser. You can't scratch it, break it, or bend it. And it won't age, rust, crack, or rot like metal stations. **Trail Wood™** color goes all the way through. It will never need maintenance.

Lifetime Warranty. Indestructible. Stainless Steel Hardware. In Harmony with Nature. Dispenser weighs 11 lbs. Heavy and solid as a tree.

Holds 800 bags: Dispenses 3 rolls simultaneously and stores 1 back up roll. Locking front panel with 2 keys and mounting hardware.

COLOR: **Tree Bark Brown**

SIZE: 12"W x 18"H x 6"D Weight: 11 lbs

TRAIL PROVEN™ is the only roll bag dispenser you will ever need and the best investment for your Community, Residents, and the Environment.

TRAIL PROVEN™....let's make a difference.

FREE FedEx SHIPPING - Order Today, Ships Today.

Home / Earth Friendly Stations & Compostable Bags / **PALLET DEAL: Compostable ROLL Bag - 80 cases =160,000 bags**

See our 38 reviews on Trustpilot

Station Bundles & Bag Deals

Dog Waste Bags

Dog Waste Stations

Earth Friendly Stations & Compostable Bags

Trail Proven™ Stations- recycled materials

Compostable Bags & Can Liners -ASTM6400

Bag Dispensers

Designer Bag Dispensers

Can Liners, Cans, Parts & Accessories

Signs - Stock & Custom Messages

Dog Park Equipment



PALLET DEAL: Compostable ROLL Bag - 80 cases =160,000 bags

MSRP: ~~\$10,399.99~~

\$5,199.99

(You save \$5,200.00)

SKU: PALLET-DEPOT-222
Shipping: Free Shipping

Quantity:

ADD TO CART



OVERVIEW PRODUCT VIDEOS

PRODUCT DESCRIPTION

Compostable, Certified ASTM6400, Earth-Friendly. No paper core and No box--there's nothing to trash after the last bag has been dispensed. 10 rolls, 200 bags per roll=2000 bags per case.

- No Paper Core or Box = Less Waste = Earth Friendly
- Plant-Based Biopolymers Certified by TUV
- Non-GMO, Organic
- Leak Proof, Odor Blocking
- Meets ASTM6400 Standard- 100% Compostable*

Color: Green

Thickness: 20 Microns

Bag Size: 8" x 13"

Roll Qty: 200 bags per roll

Roll Size: 8" x 2.5"

Case Qty: 10 Rolls = 2000 Bags Total

PALLET SALE: 80 cases, 160,000 bags. \$5199.20 per pallet = \$64.99 per case. Free Shipping. Your best value choice.





FREE FedEx SHIPPING - Order Today, Ships Today.

- Station Bundles & Bag Deals
- Dog Waste Bags
- Dog Waste Stations
- Earth Friendly Stations & Compostable Bags
- Bag Dispensers
- Designer Bag Dispensers
- Can Liners, Cans, Parts & Accessories
- Signs - Stock & Custom Messages
- Dog Park Equipment

Home / [Your Cart](#)

Your Cart (39 Items)

Item	Price	Quantity	Total
 TRAIL PROVEN™ ROLL BAG DISPENSER	\$165.97	< 38 >	\$6,306.86 ×
 PALLET DEAL: Compostable ROLL Bag - 80 cases =160,000 bags	\$5,199.99	< 1 >	\$5,199.99 ×

Subtotal: \$11,506.85

Shipping: [Cancel](#)

Country:

State/province:

Suburb/city:

Zip/postcode:

ESTIMATE SHIPPING

Free Shipping \$0.00

UPDATE SHIPPING COST

Coupon Code: [Add Coupon](#)

Grand total: \$11,506.85

CHECKOUT





WAYS AND MEANS

Agenda Item



Request for Ways and Means Committee Action

TO: Ways and Means Committee Members
FROM: Michael Nardelli, Assistant Operations Manager
SUBJECT: Preventative Maintenance Services for HVAC Equipment
DATE: July 2, 2024

BACKGROUND:

The Town of Kiawah Island desires quarterly and annual Preventative Maintenance (PM) services to maintain the proper operation of the HVAC system and its components located at the Municipal Complex at 4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455. This contract shall be in effect for three (3) years with two (2) one-year extensions.

ANALYSIS:

The Town publicly posted the RFP on the Post and Courier and on the Town's website for a few weeks.

The bids came back as follows:

Daikin Applied -	\$16,900
Holy City Heating & Air -	\$20,000
W.B. Guimarin & Co -	\$6,945

Town staff thoroughly reviewed all submitted bids and discussed the reviews, scope of work, and experience. After this discussion, the staff agreed to recommend Daikin Applied to the Ways and Means Committee for approval. The staff is recommending Daikin Applied largely due to the fact that our HVAC unit at Town Hall is a Daikin brand unit. These units require specific qualifications and training to be able to service and fix, which not all HVAC technicians possess. With Daikin Applied, we know we will have a certified technician available to work on our system.

Our concern with the low bidder, W.B. Guimarin & Co., is that their bid is the annual cost of the filters alone. This means that no funds are available for other aspects of the scope of work.

ACTION REQUESTED:

Town staff is requesting that the Ways and Means committee recommend to the Town Council that Daikin Applied be authorized to perform Preventative Maintenance Services for the municipal building's HVAC equipment.

BUDGET & FINANCIAL DATA:

If approved, this contract will be funded through the General Fund.

SUBMITTAL FORM

(Offeror to complete all blanks)

Page one

DATE: 05/29/, 2024

ORGANIZATIONAL INFORMATION

NAME OF OFFEROR: Daikin Applied

BUSINESS ADDRESS: 21 George St

Charleston, SC 29401

BY SUBMITTING THIS BID, THE UNDERSIGNED OFFEROR REPRESENTS:

1. The offeror has carefully examined the specifications for the Services;
2. The offeror is familiar with all the conditions surrounding the performance of the Services;
3. If awarded the Contract, the offeror will provide all labor, material, supplies, and equipment necessary to execute the Services in accordance with the Contract Documents;
4. understands the Town reserves the right to reject any or all responses which do not meet the bid requirements or all bids in the event the Project is canceled, postponed, or if it is in the best interest of the Town of Kiawah Island;
5. If awarded the Contract, will enter and execute a contract as required in the Invitation to Bid;
6. The Offeror is legally able to enter into and perform a contract if awarded;
7. The Offeror is current on all taxes and fees owed to the Town;
8. The Offeror has provided proof of insurance as required by the Town.

I. PERSONNEL:

Provide a list of personnel that will be committed to this engagement and their job function.

Brian Thornhill
 Coleman Capps
 Michael Maniachi
 Matt Kern
 Chris Dawson
 Roger Pennycott
 Chad Skinner
 Amanda Loff

II. REFERENCES / EXPERIENCE:

At least three (3) references for similar work performed are required; however, you may provide as many as five (5) references.

1. **COMPANY NAME:** Berkeley Electric Coop
 Contract Title Daikin VAV HVAC PM
 Contract Period: From 1/2023 To present
 Geographic Area Served MONCK'S CORNER / JOHN'S ISLAND
 Scope of Work: Daikin VRV and Control Maintenance
 Contracting Office: MONCK'S CORNER HQ
 Contact Name: JOE BARFIELD
 Title: Facilities Manager
 Address: 1732 US 52
 City Moncks Corner State: SC
 Telephone: 843-826-6632
 Email: josephb@bec.coop

REFERENCES / EXPERIENCE (Continued):

2. **COMPANY NAME:** Kempton
 Contract Title VRV Daikin MA
 Contract Period: From 6/2022 To Present
 Geographic Area Served Charleston
 Scope of Work: Daikin VRV Maintenance / Repair
 Contracting Office: Kempton
 Contact Name: Johnny Cruz
 Title: Facilities Director
 Address: 194 Spring St
 City Charleston State: SC
 Telephone: 910-409-4362
 Email: JoCruz@libertyseniorliving.com
3. **COMPANY NAME:** Town of James Island
 Contract Title Daikin VRV MA
 Contract Period: From 6/2022 To Present
 Geographic Area Served James Island
 Scope of Work: Daikin VRV Maintenance / Repair
 Contracting Office: Town of James Island
 Contact Name: Mark Johnson
 Title: Public Works Director
 Address: 1122 Dills Bluff Rd
 City Charleston State: SC
 Telephone: 843-795-4141
 Email: Mjohnson@jamesislandsc.us

III. **COST:**

In compliance with the Request for Bids, the undersigned hereby proposes to provide all materials, equipment, and labor, except as otherwise provided noted, to provide and facilitate quarterly and annual Preventative Maintenance (PM) services for the following cost:

Total Proposed Cost	\$ 16,900	TOTAL
Quarterly PM Services	\$ 12,700	
Annual PM Services	\$ 5,200	

NAME OF COMPANY: Daikin Applied

By:  Signature Chad Skinner Print Name

Title: DISTRICT MANAGER (i.e., Owner, Partner, Corporate Officer, etc.)

Address: 21 George St

City: Charleston State: SC Zip: 29401

Telephone Number: _____ Business Fax Number: _____

Is your firm a Corporation, _____ Sole Proprietorship, or _____ Partnership?

If incorporated, please list the state of incorporation: _____

FEIN or SSN: _____

BUSINESS LICENSE:

The Offeror is not required to have valid business licenses to submit a Bid. However, the Offeror must possess a valid Business License for business undertaken within the corporate limits of the Town of Kiawah Island.

Does your business have a valid **Town of Kiawah Island** Business License?

Yes No If yes, list the number _____

Contact (843) 768-9166 with any questions. If no, a business license must be obtained upon award of the contract.

INSURANCE:

The successful offeror, at his own expense, shall keep in force and at all times and maintain the insurance requirements as outlined below during the term of any contract resulting from this Request for Bids.

- **Workers' Compensation and Employer's Liability Insurance:** A policy or policies providing protection for employees in the event of job-related injuries.
- **General Liability Insurance:** A policy or policies of comprehensive general liability insurance with limits of not less than three million dollars (\$3,000,000.00) per occurrence.
- **Errors and Omissions Insurance:** A policy or policies of errors and omissions insurance. Said insurance must be issued by an insurer licensed to do business in the State of South Carolina.
- **Automobile Liability Insurance:** A policy or policies with limits of not less than \$1,000,000 for each accident because of bodily injury, sickness, or disease, including death at any time, resulting therefrom, sustained by any person caused by accident; and a policy or policies with limits of not less than \$1,000,000 for damage because of injury to or destruction of property, including the loss of use thereof, caused by accident and arising out of the ownership, maintenance, or use of any automobiles.
- **Professional Liability Insurance:** A policy or policies with limits of not less than \$1,000,000.

The successful offeror shall provide acceptable Insurance Certificate(s) and Endorsement(s) to the Town no later than at the execution of any contract resulting from this RFP. The Town reserves the right to receive any additional documentation or information verifying insurance coverage as the Town deems necessary. The Town may contact the successful offeror's insurance agent(s) or carrier(s) directly concerning any insurance issues.

The Town of Kiawah Island must be advised immediately of any changes in required coverage(s).

INDEMNIFICATION

Except for expenses or liabilities arising from the negligence of the Town, the offeror hereby expressly agrees to indemnify and hold the Town of Kiawah Island harmless against any and all expenses and liabilities arising out of performance or default of any resulting contract as follows:

The offeror expressly agrees to the extent that there is a causal relationship between its negligent, reckless, or intentionally wrongful action or inaction or the negligent, reckless, or intentionally wrongful action or inaction of any of its employees or any person, firm, or corporation directly or indirectly employed by the offeror, and any damage, liability, injury, loss or expense (whether in connection with bodily injury or death or property damage or loss) that is suffered by the Town and its employees or any member of the public, to indemnify and save the Town and its employees harmless against any and all liabilities, penalties, demands, claims, lawsuits, losses, damages, costs, and expenses arising out of the performance or default of any resulting contract from this RFP. Such costs are to include any defense, settlement, or reasonable attorneys' fees incurred by the Town or its employees. This promise to indemnify shall include bodily injuries or death occurring to the offeror's employees and any person directly or indirectly employed by the offeror (including without limitation any employee of any subcontractor), the Town's employees, the employees of any other independent contractors, or occurring to any member of the public. When the Town submits notice, the offeror shall promptly defend any aforementioned action. This obligation shall survive the suspension or termination of this Agreement. The limits of insurance coverage required herein shall not serve to limit this obligation to indemnify. The recovery of costs and fees shall extend to those incurred in the enforcement of this indemnity.

MINORITY/WOMEN-OWNED ENTERPRISE:

Are you a Minority or Woman-Owned business? ___ Yes No

If so, are you certified? ___ Yes ___ No

If you are certified, you must furnish a copy of your certificate with your submittal.

NON-COLLUSION OATH

COUNTY OF: Charleston

STATE OF: South Carolina

Before me, the Undersigned, a Notary Public, for and in the County and State aforesaid, personally appeared Chad Skinner and made oath that the Offeror herein, his agents, servants, and/or employees, to the best of his knowledge and belief, have not in any way colluded with anyone for and on behalf of the Offeror, or themselves, to obtain information that would give the Offeror an unfair advantage over others, nor have they colluded with anyone for and on behalf of the Offeror, or themselves, to gain any favoritism in the award of the contract herein.

SWORN TO BEFORE ME THIS 29th DAY OF May, 2024

Tina Wilson Gold
Authorized Signature for Offeror

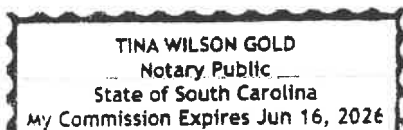
Please print the Offeror's name and address:

Wells Fargo - The Market
3080 Ironclad Alley.
Mt. Pleasant, SC 29466

Tina Wilson Gold
NOTARY PUBLIC FOR THE STATE OF South Carolina

My Commission Expires: 6/16/26

Print Name: Tina Wilson Gold



MAINTENANCE AGREEMENT QUOTE



Town Of Kiawah Island Municipal BLDG

Town Of Kiawah Island Municipal
4475 Betsy Kerrison Parkway
Johns Island, SC 29455

Quote #: Q-46833

Prepared for:

Michael Naradelli
Assistant Manager
Town Of Kiawah Island Municipal
Quote Document Date: 05/29/24

Prepared by:

Roger Pennycuff
Service Sales Tech
Phone: 843-371-7285 Mobile:
E-mail: roger.pennycuff@daikinapplied.com
Daikin Applied Americas, Inc.

Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement Quote for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our service personnel have the knowledge and experience to deliver the best support available. Daikin is pleased to offer this Quote for your consideration.

Daikin Applied proposes to perform the below task as stated in Job summary.

(Annual PM - once yearly) 21 - Daikin IDHPS, 1 - Daikin Outside Air Unit DHS, 3 - Daikin ODHP Condensers, 6 - Exhaust Fans, 1 - Garage CU, 1 - Garage AHU, Replace filters for units each service, Annual VRV service inspection.

(Quarterly PM - four times yearly) 21 - Daikin IDHPS, 1 - Daikin Outside Air Units DHS, 3 - Daikin ODHP Condensers, Garage CU, and AHU. Replace filters for all units at each service.

The contractor will:

A. Perform quarterly PM inspections for all units to include operation inspections and filter changes

B. Perform (1) annual PM inspection for all units, including filter changes, comprehensive inspection, belt changes, condenser cleaning, and VRV system inspection and service.

C. Supply and replace all filters during each inspection (PM); metal grilles must be wiped clean after filter installation.

D. Upon completion of the service, the contractor will supply the Town with written, easy-to-understand field service reports detailing the work completed and the condition of equipment by a single designated point of contact.

E. Provide a single point of contact as our account manager to answer questions and respond to help resolve issues within one business day.

Program Overview

The Owner is requesting a planned maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will help promote efficient operation and maximum equipment life. Repairs by trained technicians help keep the equipment operating to specification guidelines.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends Owner participation to help the Owner technicians learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

Emergency Coverage: Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis, unless otherwise noted within the Equipment Schedule or Tasking herein.

Duration:

This agreement shall remain in effect for an initial term of 3 year(s) beginning on June 01, 2024 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each quarter beginning on June 01, 2024 (the Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$4,225.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions, unless the parties have in place a current, fully executed Master Agreement, in which case this Agreement is subject to the provisions of such Master Agreement.

Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

Standard Inclusions:

The agreement includes travel to and from the site, planned maintenance materials, and any trips to supply depots to procure materials. The Owner will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the planned maintenance activities section.

Standard Exclusions:

- All work to be performed during 'normal working hours'
- Any and all recommended/required repairs to be quoted separately
- Refrigerant is not included

Equipment Schedule

Program	Manufacturer/Model/Serial	Site	Annual	Operational	Start-up	Shut-down
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Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement Quote. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

Investment Amount and Billing Terms:

Investment required to implement the proposed solution

\$16,900.00 (Sixteen Thousand, Nine Hundred dollars and Zero cents) **for the first year of the agreement.**

**Price does not include applicable sales tax*

Multi-year per annum amounts are represented in the table by term year below:

Year	Amount
Year 1	\$ 16,900.00
Year 2	\$ 16,900.00
Year 3	\$ 16,900.00
Option Year 4	\$ 18,700.00
Option Year 5	\$ 18,700.00

Pricing and acceptance are based upon the Terms and Conditions which are attached.

Daikin Applied will provide services pursuant to this Maintenance Agreement for the sum of \$16,900.00 for the first year’s term of this agreement.

Billing/Payment Terms*:

*All billings are due immediately upon Receipt

Contract customers receive the following discounts on time and material not covered under this contract:

This Quote will be honored by Daikin Applied for 30 days from the date on the front of the Quote. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the Quote.

Michael Naradelli
Town Of Kiawah Island Municipal
4475 Betsy Kerrison Parkway
Johns Island, South Carolina 29455

Site Address:
Town Of Kiawah Island Municipal
4475 Betsy Kerrison Parkway
Johns Island, SC 29455

Accepted by:

Approved by:

(Print Full Legal Name of Customer)

(Print Full Legal Name of Daikin Applied Representative)

(Signature)

(Signature)

(Title)

(Title)

Date:

Date:



Note: This Agreement is subject to final credit approval by Daikin Applied.

Inspection Program Responsibilities

1. **Daikin Applied agrees to:**

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

2. **Customer agrees to:**

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

3. **It is understood that, except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:**

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.

Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk * indicates the specific task will be performed only if applicable to the specific piece of equipment.

Model/Manufacturing/Serial Numbers	Equipment Type	Service Task
	VRV - Variable Refrigerant Volume Units	<p>The Annual Inspection</p> <ul style="list-style-type: none"> • Check in with facility maintenance manager to discuss any operating issues or deficiencies. <p>Outdoor unit</p> <ul style="list-style-type: none"> • Tighten all starter, motor, and control connections. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Check insulation condition for compressors, fan motors and solenoid valve coils by 500V megger tester. • Verify operation of the air side. • Measure voltage and amperages and check voltage imbalance. • Check operating temperatures, superheat & refrigerant pressure of unit by VRV service checker after 20 min from compressor operation started. • Check actuators (EEVs, solenoid valves, crankcase heaters and inverter frequency) operation by VRV service checker after 20 min from compressor operation started. • Brush clean outdoor unit heat exchanger coil. • Check external interlocks for proper operation. * <p>Indoor unit</p> <ul style="list-style-type: none"> • Tighten all starter, motor, and control connections. • Visually inspect condition for wear and pitting. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Inspect air filters and/or media. Replace or clean if part of the service agreement. * • Verify operation of the air side. • Verify unit thermostat controller operates properly. • Verify all fans operate properly in response to controllers. • Check operating temperatures and superheat for each indoor unit by VRV service checker. • Check actuators (EEV, thermistors) operation by VRV service checker. • Clean primary and secondary drain pan. Performed after business hours depending on the application. • Clean P trap and blow drain system with nitrogen. • Verify proper water drainage through condensate piping system. • Install anti-microbial tablet(s) in condensate pan. * • Check condensate pump operation. * • Review services performed and report any uncorrected deficiencies to facility maintenance manager.
	VRV - Variable Refrigerant Volume Units	<p>The Operational Inspection</p> <ul style="list-style-type: none"> • Check in with facility maintenance manager to discuss any operating issues or deficiencies. <p>Outdoor unit</p> <ul style="list-style-type: none"> • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Verify operation of the air side. • Check fan operation and condition of electrical components visually. • Measure voltage and amperages and check voltage imbalance.

		<ul style="list-style-type: none"> • Check operating temperatures, superheat & refrigerant pressure of unit by VRV service checker after 20 min from compressor operation started. • Check actuators (EEVs, solenoid valves, crankcase heaters and inverter frequency) operation by VRV service checker after 20 min from compressor operation started. • Brush clean outdoor unit heat exchanger coil. <p>Indoor unit</p> <ul style="list-style-type: none"> • Visually inspect condition for wear and pitting. • Inspect air filters and/or media. Replace or clean if part of the service agreement. * • Verify operation of the air side. • Verify unit thermostat controller operates properly. • Verify all fans operate properly in response to controllers. • Check operating temperatures and superheat for each indoor unit by VRV service checker. • Check actuators (EEV, thermistors) operation by VRV service checker. • Install anti-microbial tablet(s) in condensate pan. * • Review services performed and report any uncorrected deficiencies to facility maintenance manager. • * If Applicable!
	VRV - Variable Refrigerant Volume Units	<p>Coils Services</p> <ul style="list-style-type: none"> • Brush clean outdoor unit heat exchanger coil. • Clean indoor unit coil.
	Fan Coil Units or Unit Ventilator	<p>The Annual Inspection</p> <ul style="list-style-type: none"> • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Tighten all starter, motor, and control connections. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Inspect air filters and/or media. Replace or clean if part of the service agreement. * • Visually inspect coils for damage, obstructions, and cleanliness. • Inspect water piping and valves for leakage; check condition of unit and pipe insulation. • Clean evaporator drain pan and condensate trap. * • Check condensate pump operation. * • Check ductwork for condensation and air leaks at the unit. * • Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed. • Check operation of freeze protection devices. * • Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. * • Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow) • Check and Lubricate motor and fan bearings, screws, and motor mounts. • Check vibration isolation pads and springs. * • Check operation and settings of fan cycling, fan speed, and temperature controls. * • Review services performed and report any uncorrected deficiencies to facility maintenance manager.
	Fan Coil Units or Unit Ventilator	<p>The Operational Inspection</p> <ul style="list-style-type: none"> • Check in with facility maintenance manager to discuss any operating issues or deficiencies.

		<ul style="list-style-type: none"> • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Inspect air filters and/or media. Replace or clean if part of the service agreement. * • Inspect evaporator drain pan and condensate trap for cleanliness. * • Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. * • Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow) • Check and Lubricate motor and fan bearings, screws, and motor mounts. • Inspect water piping and valves for leakage; check condition of unit and pipe insulation. <p>Electric type *</p> <ul style="list-style-type: none"> • Check operation and condition of electric heat elements, controls, interlocks, and safeties. * • Check overall operation of control(s), damper(s) and valve(s). • Review services performed and report any uncorrected deficiencies to facility maintenance manager. • * If Applicable! <p>Preventative Maintenance</p> <ul style="list-style-type: none"> • Clean fan wheels. • Install anti-microbial tablet(s) in condensate pan. * • Daikin Applied to provide lift for access to unit(s). • Owner to provide lift for access to unit(s).
	Fan Coil Units or Unit Ventilator	<p>Filters and Belts</p> <ul style="list-style-type: none"> • Replace air filter(s). • Clean media. • Change belt(s).
	Exhaust & Return Fans	<p>The Annual Inspection</p> <ul style="list-style-type: none"> • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration. • Tighten all starter, motor, and control connections. • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Check ductwork for condensation and air leaks at the unit. * • Clean intake fan guard. * • Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed. • Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. * • Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow) • Check and Lubricate motor and fan bearings, screws, and motor mounts. • Check vibration isolation pads and springs. * • Check motor operating voltage and amperages. • Review services performed and report any uncorrected deficiencies to facility maintenance manager.
	Exhaust & Return Fans	<p>The Operational Inspection</p> <ul style="list-style-type: none"> • Check in with facility maintenance manager to discuss any operating issues or deficiencies. • Check unit for proper operation, interlocks, controls, and excessive noise or vibration.

		<ul style="list-style-type: none"> • Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating. • Check belts for condition, proper tension, and alignment. Adjust tension if required. Replace if part of the service agreement. * • Inspect condition of motor, fan wheel, blowers and blower pulleys. * (bent blades, debris, proper rotation and airflow) • Check and Lubricate motor and fan bearings, screws, and motor mounts. • Inspect, clean and/or lubricate all mechanical moving components, bearings, and couplings as needed. • Check overall operation of unit. • Check motor operating voltage and amperages. • * If Applicable!
	Exhaust & Return Fans	Filters and Belts <ul style="list-style-type: none"> • Change belt(s).

DAIKIN APPLIED AMERICAS INC. TERMS & CONDITIONS OF SALE (US & CANADA)

1. Agreement of Sale: The term "Company" as used herein shall mean Daikin Applied Americas Inc. dba Daikin Applied. Company's Proposal to provide equipment, parts, or services, which includes specifications to perform services including planned maintenance services (also referred to as a "Maintenance Agreement"), is Company's offer to sell such equipment, parts or services as indicated, including without limitation those products sold under the brand name Daikin, only under the terms and conditions stated herein. Customer's submittal of any purchase documents, execution of this offer, or allowing Company to commence work contemplated by the proposal, shall be deemed Customer's acceptance of this offer, forming an agreement of the parties relating to Company's sale to Customer of such equipment, parts, and/or services in accordance with the provisions described herein (the "Agreement"). Any additional or differing terms and conditions contained in any documents prepared or submitted by Customer (regardless of whether such terms materially alter this offer) are hereby rejected by Company and shall not become part of this Agreement between Customer and Company unless expressly consented to in writing by an authorized representative of Company.

2. Prices: For materials, equipment and services under this Agreement that are not part of a Maintenance Agreement, prices are subject to increase upon notice, due to such events as announced increases in the Company's list prices or increases in labor or material costs. For services under this Agreement that are part of a Maintenance Agreement, quoted prices are subject to acceptance by Customer within thirty (30) days of the date of the proposal, or can be adjusted by Company, and are subject to adjustment once each calendar year thereafter, effective on the anniversary date, for changes in labor, subcontractor and material costs. If such adjustment is not expressly set forth in a Maintenance Agreement, Company will provide Customer forty-five (45) days prior written notice of such adjustment. Customer's payment of an invoice with an adjusted price shall be Customer's acceptance of the price adjustment so long as such invoice reflects the price adjustment expressly set forth in the notice of adjustment or Maintenance Agreement.

3. Payment: Terms of payment are subject to prior approval of the Company's credit department. Terms of payment for equipment are net thirty (30) days from date of invoice, unless otherwise agreed upon in writing by Company. Terms of payment for services are due upon receipt of invoice, unless otherwise agreed upon in writing by Company. If at any time the financial condition of Customer or any other circumstance affecting the credit decision relating to Customer does not, in Company's opinion, justify continuance of production or shipment of products or performance of services on the terms of payment specified, Company may require full or partial payment in advance, or may, in its sole discretion, stop or delay production or shipment of products or performance of services, or terminate this Agreement. In the event of default in payment, Customer agrees to pay all costs of collection incurred by Company, including but not limited to, collection agency fees, attorneys' fees, legal expenses and court costs. All past due amounts shall bear interest at the highest rate allowed by law. Customer shall have no rights of set off against any amounts that become payable to Company under this Agreement or otherwise.

4. Taxes: The amount of any present or future taxes applicable to the product shall be added to the price contained herein and paid by Customer unless Customer has provided to Company valid exemption documentation. Any manufacturer's tax, occupation tax, use tax, sales tax, excise tax, value added tax, duty, custom, inspection or testing fee, or any other tax, fee or charge of any nature whatsoever imposed by any governmental authority on or measured by the transaction between Company and Customer, excluding business income or franchise taxes imposed on Company, shall be paid by the Customer in addition to the prices quoted or invoiced. In the event Company is required to pay any such tax, fee or charge, the Customer shall reimburse Company therefor.

5. Cancellations: Equipment is specially manufactured in response to orders. Accepted orders cannot be cancelled without Company's written consent. If Customer cancels any order without Company's consent, Customer shall, promptly upon demand by Company: (a) reimburse Company for any and all expenses (including overhead) incurred in processing the order, (b) paid Company a reasonable profit, in Company's discretion, and (c) indemnify Company for any and all loss incurred by Company as a result of Customer's cancellation of the order.

6. Shipments and Shipping:

6.1. All shipments will be made F.O.B. factory or warehouse with freight prepaid and allowed as quoted via a low-cost common carrier. Charges for special carrier services requested by Customer shall be paid by Customer. Company may ship the goods in one or more lots; such lots may be separately invoiced and shall be paid for when due per invoice, without regard to subsequent deliveries. Delay in delivery of any lot shall not relieve Customer of its obligation to accept remaining deliveries.

6.2. Notwithstanding the dates on any Company acknowledgments or confirmations of shipping, shipment dates are only estimates. For clarity, this Agreement is not a contract obligating Company to ship product or perform services at a specified time, unless set forth in a separate writing signed by an officer of Company.

7. Acceptance: Customer will inspect the products set forth in Company's proposal within five (5) business days of the date the products are delivered to Customer ("Inspection Period"). Acceptance shall be deemed to have occurred at the end of the Inspection Period, unless Customer notifies Company in writing of any nonconforming products and furnishes Company with written evidence, or other documentation required by Company, identifying the nonconformities. If Customer timely and properly notifies Company of any nonconforming products, then Company will replace such nonconforming products with conforming products. Acceptance also occurs if Customer waives its right of inspection, uses the of equipment, or makes any payment toward the invoice for the products.

8. Claims: Responsibility of Company for all shipments ceases upon delivery of the goods to the carrier; and, regardless of shipping terms or freight payment, Customer shall bear all risk of loss or damage for goods in transit. All claims for shortage or damage in transit must be filed by Customer against the carrier, and not Company, in accordance with Company's then current policies and procedures. Claims for factory shortages will not be considered unless made in writing to Company within ten (10) days after receipt of the goods and accompanied by reference to Company's bill of lading and factory order numbers.

9. Returns: Goods may not be returned unless Customer obtains the advance written permission of an authorized Company official. All authorized returned goods must be shipped prepaid to the location designated by the authorization. Customer shall pay all handling and transportation charges relating to such returned goods.

10. Limited Warranty: Subject to the provisions of Sections 11 and 12, Company provides the following limited warranties as the sole warranties and remedies for equipment, services and software provided by Company under this Agreement.

10.1. Company warrants that it will, at its option, repair or replace defective parts in the event any product (excluding software and firmware) manufactured by Company, sold hereunder and used in the United States or Canada, proves defective in material or workmanship within twelve (12) months from initial start-up, or eighteen (18) months from date of shipment, whichever period expires sooner. Authorized replacement parts are warranted for the remainder of the original warranty period. All shipments of such parts will be made F.O.B. factory, freight prepaid and allowed. Company reserves the right to select carrier and method of shipment. In addition, Company provides labor to repair or replace warranty parts during Company normal working hours on products with rotary screw compressors or centrifugal compressors. Warranty labor is not provided for any other products.

10.2. Company warrants that services furnished by Company pursuant to the Agreement are guaranteed to meet industry standards for a period of thirty (30) days from the date of performance. Company expressly limits this warranty to cover only that portion of Customer's equipment on which Company performed the services set forth in the Agreement. If Company's services do not conform to the foregoing warranty, Company will, at its expense, reperform the services.

10.3. For parts and equipment furnished by Daikin Applied but manufactured by others ("Third-Party Equipment"), Daikin Applied will pass through to Customer the manufacturer's warranty for all Third-Party Equipment as Customer's sole warranty and remedy for such Third-Party Equipment.

10.4. EXCEPT TO THE EXTENT SOFTWARE AND FIRMWARE IS WARRANTED IN ACCORDANCE WITH SECTION 10.3, ALL SOFTWARE AND FIRMWARE PROVIDED IN OR WITH THE PRODUCTS IS PROVIDED "AS IS."

10.5. THE FOREGOING WARRANTIES CONSTITUTE THE SOLE WARRANTIES MADE BY COMPANY AND INCLUDE CUSTOMER'S SOLE REMEDIES FOR WARRANTY CLAIMS. COMPANY DOES NOT WARRANT THAT THE OPERATION OF ANY SOFTWARE OR FIRMWARE PROVIDED UNDER THIS AGREEMENT WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY DEFECT OR MALFUNCTION IN THE SOFTWARE IS CORRECTABLE. THESE WARRANTIES ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WHICH ARE HEREBY DISCLAIMED.

11. Warranty Exclusions and Requirements:

11.1. Company's warranties set forth in Section 10 shall not apply to any products or parts, or as applicable, services: (a) that have been opened, disassembled, or repaired, or altered or performed, in each case by anyone other than Company or its authorized service representative; (b) that have been subjected to misuse, abuse, negligence, accidents, damage, or abnormal use or service; (c) that have not been properly maintained; (d) that have been operated or installed, or have had startup performed, in each case in a manner contrary to Company's printed instructions; (e) that have been exposed, directly or indirectly, to a corrosive atmosphere or material such as, but not limited to, chlorine, fluorine, fertilizers, waste water, urine, rust, salt, sulfur, ozone, or other chemicals, contaminants, minerals, or corrosive agents; (f) that were manufactured or furnished by others and/or are not an integral part of a product manufactured by Company; or (g) for which Company has not been paid in full.

11.2. The warranties set forth in Section 10 shall not apply to products with rotary screw compressors or centrifugal compressors if such products have not been started, or if such startup has not been performed, by a Company or Company authorized service representative.

11.3. Refrigerants, fluids, oils and expendable items such as filters are not covered by Company's warranty.

11.4. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING PREVENTION OF MOLD/MOULD, FUNGUS, BACTERIA, MICROBIAL GROWTH, OR ANY OTHER CONTAMINATES.

11.5. COMPANY MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PARTS ORDERED BY CUSTOMER MEET THE DESIGN AND SPECIFICATION REQUIREMENTS OF ANY PROJECT. To that end, Customer accepts full and sole responsibility to determine what parts ordered are needed for a project.

11.6. If free warranty labor is available under Section 10, such free labor does not include diagnostic visits, inspections, travel time and related expenses, or unusual access time or costs required by product location.

11.7. No person (including any agent, sales representative, dealer or distributor) has the authority to expand Company's obligation beyond the terms of the express warranties in this Agreement, or to state that the performance of any product is other than is published by Company.

11.8. The warranties in Section 10 and any optional extended warranties are granted only to the original user.

11.9. Company must receive a startup Registration Form for products containing motor compressors and/or furnaces within ten (10) days of original product startup. If Company does not timely receive such Registration Form, the startup date and ship date will be deemed the same for determining the commencement of the warranty period and the warranty shall expire twelve (12) months from that date.

12. Remedies and Limitation on Liability:

12.1. Customer's remedies with respect to the products and services sold hereunder shall be limited to the warranties provided in section 10 and shall not exceed the lesser of: (a) the cost of repairing or replacing defective products; and (b) the original purchase price actually paid for the products or services.

12.2. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL COMPANY BE LIABLE TO CUSTOMER OR ANY THIRD PARTY FOR INCIDENTAL, INDIRECT, SPECIAL, CONTINGENT, CONSEQUENTIAL, DELAY OR LIQUIDATED DAMAGES, INCLUDING, WITHOUT LIMITATION ANY DAMAGES THAT ARISE OUT OF OR IN ANY WAY RELATE TO COMPANY'S PERFORMANCE OR LACK OF PERFORMANCE UNDER THIS AGREEMENT, WHETHER THE THEORY FOR RECOVERY IS BASED IN LAW OR IN EQUITY, OR IS UNDER ANY LEGAL THEORY WHATSOEVER, INCLUDING, WITHOUT LIMITATION, BREACH OF CONTRACT OR WARRANTY, INFRINGEMENT, NEGLIGENCE, OR STRICT LIABILITY, REGARDLESS OF WHETHER THESE DAMAGES COULD HAVE BEEN FORESEEN. THE TERM "CONSEQUENTIAL DAMAGES" INCLUDES, WITHOUT LIMITATION, THOSE DAMAGES ARISING FROM BUSINESS INTERRUPTION OR ECONOMIC LOSS, SUCH AS LOSS OF ANTICIPATED PROFITS, REVENUE, PRODUCTION, USE, REVENUE, REPUTATION, DATA OR

CROPS. IN NO EVENT WILL COMPANY'S LIABILITY UNDER THIS AGREEMENT, IN THE AGGREGATE, ARISING FROM ANY CAUSE WHATSOEVER EXCEED THE PRICE PAID OR PAYABLE FOR THE EQUIPMENT OR SERVICES GIVING RISE TO THE CLAIM.

13. Intellectual Property Indemnification: Company will, at its own expense, defend any suits that may be instituted by anyone against Customer for alleged infringement of any valid United States patent, trademark or copyright in existence on the date of this Agreement relating to any products or replacement parts sold hereunder that are manufactured by Company; *provided that* Customer has: (i) made all payments then due hereunder; (ii) given Company immediate notice in writing of any such suit and transmit to Company immediately upon receipt all processes and papers served upon Customer; and (iii) permitted Company, either in the name of Customer or the name of Company, to defend the same and given Company all needed information, assistance and authority to enable it to do so. If the products alleged in such suit held by a court of competent jurisdiction to have, in and of themselves, infringed any such patent, trademark or copyright, Company will pay any final award of damages in such suit to the extent attributable to such infringement. Notwithstanding the foregoing, Company shall not be responsible for any settlement made without its written consent, or for infringements of combination or process patents covering the use of the products in combination with other goods not furnished and manufactured by Company. Notwithstanding the provisions of this paragraph, Customer will hold Company harmless against any expense or loss resulting from infringement of patents or trademarks arising from compliance with Customer's designs or specifications or instructions.

14. System Security: Customer is solely responsible for the implementation and maintenance of a comprehensive security program ("Security Program") that contains reasonable and appropriate security measures and safeguards to protect Customer's computer network, systems, machines, and data (collectively, "Systems") against Cyber Threats, including those Systems on which Customer runs the products or uses the services provided by Company. "Cyber Threat(s)" means any circumstances or events with the potential to adversely impact, compromise, damage, or disrupt Customer's Systems or that may result in any unauthorized access, acquisition, loss, misuse, destruction, disclosure, and/or modification of Customer's Systems, including any data, whether through malware, hacking, or similar attacks.

15. Force Majeure: Company shall not be liable for any damage as a result of any failure to perform or for delay in performance due to any cause beyond Company's reasonable control, including without limitation, any acts of God, including flood, earthquake, tornado, storm, fire, or epidemics or pandemics; acts of terrorism, war or public enemy, civil disobedience, riots, sabotage, or labor disputes; labor or material shortages or delays, delays in transportation, or inability to access or obtain manufacturing facilities; restraint by court order or public authority (whether valid or invalid); or acts of Customer (a "Force Majeure Event"). In the event of a Force Majeure cause or event, the time for the affected party's performance will be extended for a period of time reasonably necessary to overcome the delay caused by such Force Majeure cause or event. If the materials or equipment included in this Agreement become temporarily or permanently unavailable for reasons beyond the control of Company, Company shall be excused from furnishing said materials or equipment and shall be reimbursed for the difference between cost of materials or equipment unavailable and the cost of an available reasonable substitute.

16. Choice of Law and Disputes:

16.1. This Agreement shall be governed by and construed according to the laws of the State of Minnesota, without regard to conflicts of law.

16.2. All claims, disputes, controversies and alleged breaches arising out of or relating to the Agreement shall be submitted to binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA"), except that Company, at its sole option, may elect at any time before it has filed an arbitration demand or answering statement to litigate in court in lieu of arbitration. Any such arbitration shall be held in Minneapolis, Minnesota, unless another site is mutually agreed upon by the parties. Arbitration discovery shall be allowed in accordance with the Federal Rules of Civil Procedure; *provided, however,* that any such discovery shall be completed within four (4) months from the date the Demand for Arbitration is filed with the AAA. Any arbitration award may be entered as a judgment in any state or federal court having jurisdiction.

17. General Provisions:

17.1. This Agreement is binding upon and shall inure to the benefit of each party's respective successors, assigns and affiliates.

17.2. The headings in this Agreement are used as a matter of convenience and shall not be construed to in no way define, limit or describe the scope or intent of any provision of this Agreement.

17.3. A party's failure or neglect to enforce any provision hereof shall in no way constitute a waiver of such party's rights under any other provision. No waiver, alteration or modification of this Agreement shall be valid unless made in writing and signed by an authorized official of the Company. In particular and without limiting the foregoing, notwithstanding anything to the contrary in Customer's purchase order or any other documents, the Company does not accept any order subject to project design and specifications.

17.4. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements relating thereto either written or oral, except to the extent that they are expressly incorporated herein.

17.5. If any provision of this Agreement is found for any reason to be invalid or unenforceable, such provision shall be deemed deleted and replaced by an enforceable provision which, insofar as possible, achieves the same economic and other benefits for the parties as the severed provision was intended to achieve, and the remaining provisions of this Agreement shall continue in full force and effect.

18. Additional Provisions Relating to Company's Provision of Services:

18.1. If during the first thirty (30) days of any Maintenance Agreement or upon a seasonal start-up under a Maintenance Agreement, Company determines that any equipment covered under this Agreement in need of repair and/or replacement, Company shall inform Customer of the equipment condition and the recommended remedy. Thereafter, Company shall not be responsible for the present or future repair and/or replacement or operability of any such specifically identified equipment until such equipment is brought by Customer to an acceptable condition, or the Customer removes the unacceptable equipment from such Maintenance Agreement.

18.2. Any and all costs, fees and expenses arising from or incurred, directly or indirectly, in anticipation of any federal, state, county, local or administrative statute, law, rule, regulation or ordinance (collectively "Governmental Regulation(s)") requiring use of a refrigerant, other than the type of refrigerant currently being utilized in connection with Customer's equipment on which Company is providing services under this

Agreement, shall be borne solely by Customer and Company shall not be required to bear any such costs, fees or expenses incurred or required in connection with the modification, removal, replacement or disposal of any refrigerant made in response to any Governmental Regulation.

18.3. The contract price stated in this Agreement is predicated on the fact that all work will be done during Company's regular working hours unless otherwise specified. If for any reason Customer requests that such work be performed other than during regular working hours, or requests work that is outside the scope of services specified hereunder, Customer agrees to pay Company any additional charges arising from such additional services, including, without limitation, premium pay, special freight or other fees or costs associated therewith. Company may, in its sole discretion, reserves the right to engage others in a subcontractor status to perform the work hereunder.

18.4. Customer shall be solely responsible for all costs, expenses, damages, fines, penalties, claims and liabilities associated with or incurred in connection with any hazardous materials or substances, including but not limited to asbestos, upon, beneath, about or inside Customer's equipment or property. Title to, ownership of, and legal responsibility and liability for any and all such hazardous materials or substances, shall at all times remain with Customer. Customer shall be responsible for the removal, handling and disposal of all hazardous materials and substances in accordance with all applicable Governmental Regulations. Customer shall defend, indemnify, and hold harmless Company and its officers, directors, agents, and employees (collectively "Indemnified Parties") for, from and against any and all claims, damages, costs, expenses, liabilities, actions, suits, fines and penalties (including without limitation, attorneys' fees and expenses) suffered or incurred by any such Indemnified Parties, based upon, arising out of or in any way relating to exposure to, handling of, or disposal of any hazardous materials or substances, including but not limited to asbestos, in connection with the services performed hereunder. Company shall have the right to suspend its work, at no penalty to Company, until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price shall be equitably adjusted.

18.5. Customer shall provide Company personnel with the usual required utilities (water, electricity, compressed air, etc.) and special tools and equipment normally used for such services unless specifically stated in the quote. Further, Customer shall ensure that sufficient service access space is provided. Company shall not be held liable for failure of or damage to any Customer equipment caused by power interruptions, single phasing, phase reversal, low voltage, or other deficiencies beyond the control of Company.

18.6. Company is not responsible for: (a) the design of Customer's system (unless specifically included in Company's proposal), (b) obsolescence, electrical power failures, low voltage, the burned-out of main or branch fuses, low water pressure, vandalism, or misuse or abuse of Customer's system by others (including the Customer), (c) negligence of the operation of the system by Customer or others, or (d) other causes beyond the control of Company. If Company is required to make any repairs and/or replacements or emergency calls occasioned by the improper operation of the system or the equipment covered hereby, or by any cause beyond Company's control, Customer shall pay Company for the charges incurred in making such repairs and/or replacements or emergency calls in accordance with the current established Company rates for performing such services.

18.7. A Maintenance Agreement may be terminated: (i) by either party upon the anniversary date of the Agreement; *provided however*, that written notice of such termination must be given to the non-terminating party at least thirty (30) days prior to the anniversary date; (ii) by Company upon five (5) days prior written notice to Customer, in the event that: (x) any sums or monies due or payable pursuant to this Agreement are not paid when due, or (y) any additions, alterations, repairs or adjustments are made to the system or equipment without Company's prior approval; (iii) by either party, in the event that the other party commits any other material breach of this Agreement and such breach remains uncured for ten (10) business days, after written notice thereof. If a Maintenance Agreement is terminated for any reason, other than a material breach by Company, Customer shall pay, in addition to all sums currently due and owing, the entire remaining balance due for the term of the Maintenance Agreement, or an amount equal to time and materials expended for the year, whichever is less.

19. Additional Provisions Relating to Sales in Canada: The parties hereto confirm that it is their wish that this contract be drawn up in the English language only; les parties aux présentes confirment leur volonté que ce contrat soit rédigé en langue anglaise seulement.

**Town of Kiawah Island
Preventative Maintenance
Services for
HVAC Equipment
REQUEST FOR BIDS**



2024

Town of Kiawah Island

REQUEST FOR BIDS FOR PREVENTATIVE MAINTENANCE (PM) SERVICES FOR THE TOWN OF KIAWAH ISLAND'S MUNICIPAL COMPLEX HVAC EQUIPMENT AND COMPONENTS

SECTION 1. PURPOSE

The Town of Kiawah Island hereby requests bids from qualified firms to provide and facilitate quarterly Preventative Maintenance (PM) services to maintain the proper operations of the Town of Kiawah Island Municipal Complex VRV/VRF, HVAC equipment and components based upon the Manufacturer's recommended schedule.

SECTION 2. PROJECT DESCRIPTION

The Town of Kiawah Island desires quarterly and annual Preventative Maintenance (PM) services to maintain the proper operation of the HVAC system and its components located at the Municipal Complex at 4475 Betsy Kerrison Pkwy, Kiawah Island, SC 29455. This contract shall be in effect for three (3) years with two (2) one-year extensions.

2.1. The proposed work in this Request for Bids will include service for the following equipment.

(Annual PM - once yearly) 21 - Daikin IDHPS, 1 - Daikin Outside Air Unit DHS, 3 - Daikin ODHP Condensers, 6 - Exhaust Fans, 1 - Garage CU, 1 - Garage AHU, Replace filters for units each service, Annual VRV service inspection.

(Quarterly PM - four times yearly) 21 - Daikin IDHPS, 1 - Daikin Outside Air Units DHS, 3 - Daikin ODHP Condensers, Garage CU, and AHU. Replace filters for all units at each service.

The contractor will:

- A. Perform quarterly PM inspections for all units to include operation inspections and filter changes
- B. Perform (1) annual PM inspection for all units, including filter changes, comprehensive inspection, belt changes, condenser cleaning, and VRV system inspection and service.
- C. Supply and replace all filters during each inspection (PM); metal grilles must be wiped clean after filter installation.
- D. Upon completion of the service, the contractor will supply the Town with written, easy-to-understand field service reports detailing the work completed and the condition of equipment by a single designated point of contact.
- E. Provide a single point of contact as our account manager to answer questions and respond to help resolve issues within one business day.

- F. Technicians must be Daikin Certified Technicians who can troubleshoot software-related issues related to temperature control and setting other parameters.
- G. Provide emergency response services for severe issues that will provide a response with technicians on-site within 24 hours.

2.2. Annual VRV service inspection:

Outside units:

- Investigate Alarms
- Verify proper power supply
- Inspect electrical connections
- Inspect for refrigeration leaks
- Inspect coils
- Temperature and pressure sensors
- Coil temperature control
- Verify refrigerant level
- Verify DIII communications
- Record operating data

Indoor Units:

- Investigate alarms
- Verify sensor calibration
- Verify fan operation
- Confirm start/stop command operation
- Verify indoor unit temperature setpoint changes
- Verify proper EEV control
- Verify Branch Selector box mode control
- Backup iTouch manager/Controller database (If equipped)

Section 3. RECEIPT OF BIDS

3.1. Each proposer must email an electronic copy of the bid along with any supporting documentation to the Town Clerk at preynolds@kiawahisland.org or two (2) paper copies and one electronic copy of the bid may be mailed or hand-delivered in a sealed envelope marked **“HVAC PM SERVICES BID”** no later than **2:00 pm on Monday, May 31, 2024**, at the following address:

**Town of Kiawah Island
4475 Betsy Kerrison Parkway
Kiawah Island, SC 29455
Attn: Petra Reynolds, Town Clerk**

3.2. Each bid submitted will be the document upon which the Town of Kiawah Island will make its initial judgment regarding each proposer's qualifications, methodology, and ability to provide the requested services.

- 3.3. Those submitting bids do so entirely at their own expense. The Town has no expressed or implied obligation to reimburse any firm or individual for any costs incurred in preparing or submitting bids, preparing or submitting additional information requested by the Town, or participating in any selection interviews.
- 3.4. Submission of any bid indicates an acceptance of the conditions contained in this Request for Bids unless the submitted bid clearly and specifically states otherwise.
- 3.5. The Town of Kiawah Island reserves the right to accept or reject any and all bids in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional bids.
- 3.6. The Town of Kiawah Island reserves the right to award the work, in whole or in part, to one or more firms and individuals.
- 3.7. The Town of Kiawah Island reserves the right not to award any or all the work detailed in this document.
- 3.8. Any award of the services shall be conditioned on the later execution of a formal written contract. The Town of Kiawah Island reserves the right to revoke or rescind any award at any time prior to the full execution of a formal written contract.

KIAWAH MUNICIPAL CENTER

MECHANICAL / ELECTRICAL COORDINATION

ITEM	MANUFACTURER	TAG	ELECTRICAL	MCA	MOCP	NOTES
OUTSIDE AIR UNIT	DAIKIN	DHS-1	208/60/3	163.8	175.00	SINGLE POINT POWER FOR UNIT & HEATER
	DHS-1 will have filters changed 4 times a year, checked for operation and functions.					
VRF SYSTEM FAN COILS	DAIKIN	IDHP-1	208/60/1	1.8	15.0	ALL IDHP will be inspected 4 times a year. The Units all have filter grilles in the ceiling that will be changed during each inspection. IDHP 14, 17 & 18 have a washable filter that will be washed.
	DAIKIN	IDHP-2	208/60/1	1.8	15.0	
	DAIKIN	IDHP-3	208/60/1	0.6	15.0	
	DAIKIN	IDHP-4	208/60/1	1.8	15.0	
	DAIKIN	IDHP-5	208/60/1	2.8	15.0	
	DAIKIN	IDHP-6	208/60/1	1.4	15.0	
	DAIKIN	IDHP-7	208/60/1	1.8	15.0	
	DAIKIN	IDHP-8	208/60/1	1.8	15.0	
	DAIKIN	IDHP-9	208/60/1	1.6	15.0	
	DAIKIN	IDHP-10	208/60/1	1.4	15.0	
	DAIKIN	IDHP-11	208/60/1	0.6	15.0	
	DAIKIN	IDHP-12	208/60/1	1.8	15.0	
	DAIKIN	IDHP-13	208/60/1	1.8	15.0	
	DAIKIN	IDHP-14	208/60/1	0.3	15.0	
	DAIKIN	IDHP-15	208/60/1	3.4	15.0	
	DAIKIN	IDHP-16	208/60/1	1.4	15.0	
	DAIKIN	IDHP-17	208/60/1	0.4	15.0	
	DAIKIN	IDHP-18	208/60/1	0.4	15.0	
	DAIKIN	IDHP-19	208/60/1	9.0	15.0	
	DAIKIN	IDHP-20	208/60/1	9.0	15.0	
	DAIKIN	IDHP-21	208/60/1	3.4	15.0	
HVAC CONTROL PANEL	Daikin		120/6/1		15.0	LOCATION TO BE DETERMINED

ITEM	MANUFACTURER	TAG	ELECTRICAL	MCA	MOCP	NOTES
VRF SYSTEM ZONE HEAT RECOVERY DEVICES	DAIKIN	BS-1	208/60/1	1.0		
	DAIKIN	BS-2	208/60/1	1.0		
	DAIKIN	BS-3	208/60/1	0.8		
VRF SYSTEM HEAT PUMP	DAIKIN	ODHP-1	208/60/3	61.9	70.0	All 3 ODHPs will be inspected and checked 4 times a year. Freon levels will be checked on each unit twice a year.
	DAIKIN	ODHP-2	208/60/3	61.9	70.0	
	DAIKIN	ODHP-3	208/60/3	55.0	70.0	
				38.0	45.0	
EXHAUST FANS	GREENHECK	EF-1	115/60/1	10.6 FLA		EF-1,2,3 & 4 are checked once a year
	GREENHECK	EF-2	115/60/1	.88 FLA		
	GREENHECK	EF-3	115/60/1	.83 FLA		
	GREENHECK	EF-4	115/60/1	1.5 FLA		
	AIRIUS	SF-5	115/60/1	0.32		
	AIRIUS	SF-6	115/60/1	0.32		
	AIRIUS	SF-7	115/60/1	0.32		
	GREENHECK	EF-8	115/60/1	.88 FLA		EF-8 & 9 are checked once a year
	GREENHECK	EF-9	208/60/1	12 FLA		
UNIT HEATERS	MARKEL	EUH-1	208/60/1	24.1 AMPS		ALL EUH will be checked once a year before the heating season.
	MARKEL	EUH-2	208/60/1	24.1 AMPS		
	MARKEL	EUH-3	208/60/1	24.1 AMPS		
	MARKEL	EUH-4	208/60/1	24.1 AMPS		
	MARKEL	EUH-5	208/60/1	24.1 AMPS		
	MARKEL	EUH-6	208/60/1	24.1 AMPS		
	MARKEL	EUH-7	208/60/1	15.9 AMPS		
CEILING UNIT HEATERS	MARKEL	CUH-1	208/60/1	24.1 AMPS		ALL CUH will be checked once a year before the heating season.
	MARKEL	CUH-2	208/60/1	24.1 AMPS		



TOWN OF KIAWAH ISLAND MUNICIPAL COMPLEX



205 1/2 KING ST. CHARLESTON SC 29401
TEL. 843.577.4444 FAX. 843.722.4789
WWW.LS3P.COM

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REVISIONS:

No.	Description	Date
1	Addendum 1	01/27/2016
2	Addendum 4 - BUILDING & SITE PLAN REVIEW	04/18/2016
3	Revision 8	02/02/2017

PROJECT: 1701-151810
DATE: 01.13.2016
DRAWN BY: JEB
CHECKED BY: DER

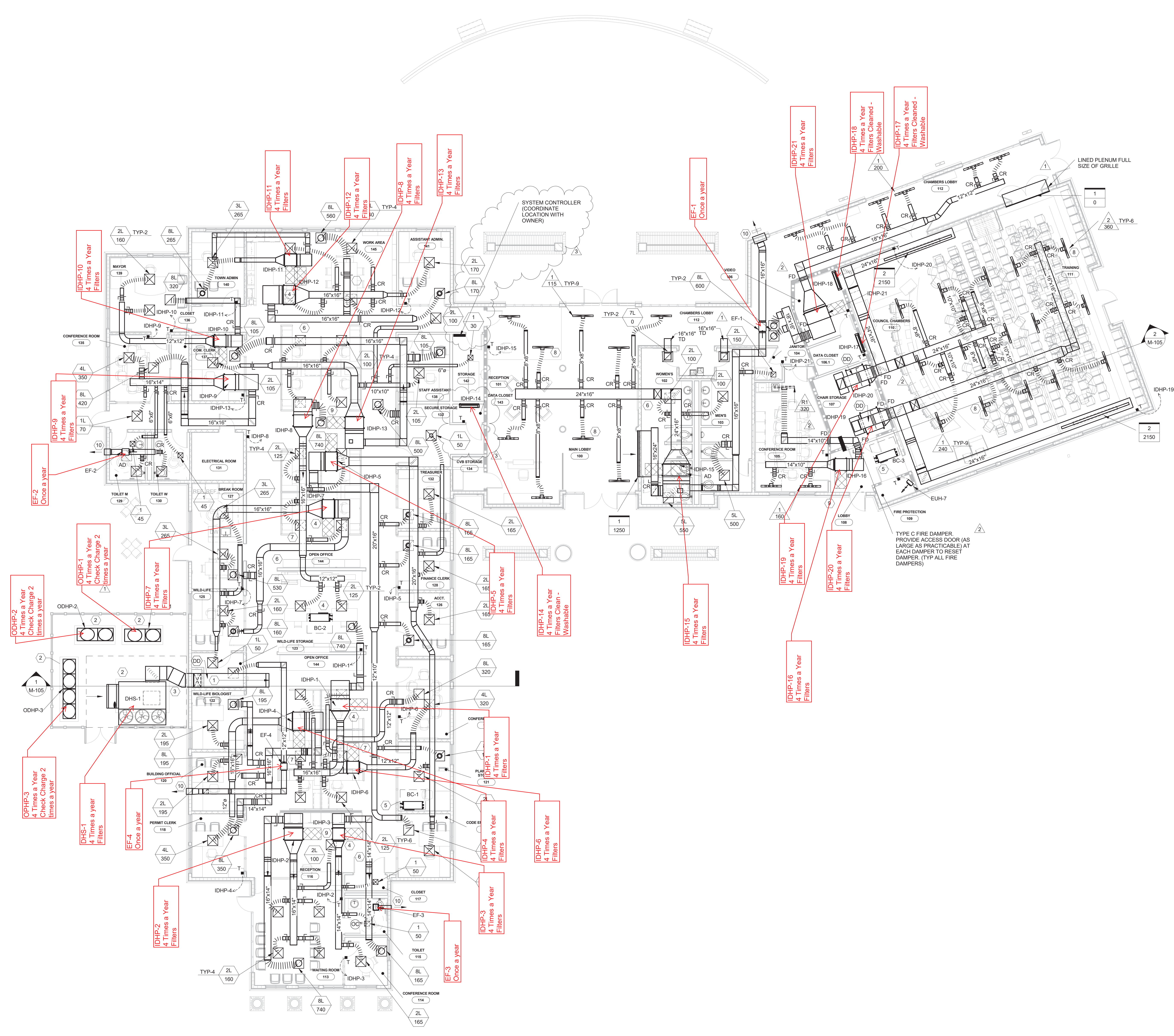
HVAC FLOOR PLAN

M-101

HVAC KEYNOTES

- ROUTE DUCT UP. SEE M-102 FOR CONTINUATION.
- MOUNT UNIT ON CONCRETE PAD. SEE STRUCTURAL DRAWINGS.
- ROUTE OA DUCT OVER AND UP INTO CHASE.
- COORDINATE LOCATION OF IDHP UNITS AND BRANCH CONTROLLERS WITH STRUCTURE. LOCATE UNITS NEAR THE BOTTOM CORD OF THE TRUSSES IN THE CLEAR SPACE PROVIDED BY THE TRUSS MANUFACTURER.(TYP)
- COORDINATE LOCATION OF THE BRANCH CONTROLLER WITH THE STRUCTURE. LOCATE THE UNIT ABOVE THE CEILING AND UNDER THE BOTTOM CORD OF THE TRUSSES.
- ROUTE DUCTWORK THROUGH THE TRUSSES. COORDINATE ROUTING WITH TRUSS MANUFACTURER.(TYP)
- TURN DUCT UP AND ROUTE OVER DUCTWORK.
- COORDINATE DIFFUSER PLACEMENT WITH CEILING LAYOUT. SEE FINAL ARCHITECTURAL DRAWINGS FOR COORDINATION.(TYP THIS AREA)
- PROVIDE CLEARANCE BELOW THE IDHP UNITS AND NEXT TO THE IDHP/BC UNITS AS SHOW. COORDINATE CLEARANCE REQUIREMENTS WITH THE MANUFACTURER'S RECOMMENDATIONS.(TYP)
- ROUTE EXHAUST DUCTWORK TO EXTERIOR LOUVER. SEE ARCH DRAWINGS FOR EXACT LOCATION AND SIZE.

E
D
C
B
A



MECH-1ST FLOOR - DUCT
1/8" = 1'-0"

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TOWN OF KIAWAH ISLAND MUNICIPAL COMPLEX



205 1/2 KING ST. CHARLESTON SC 29401
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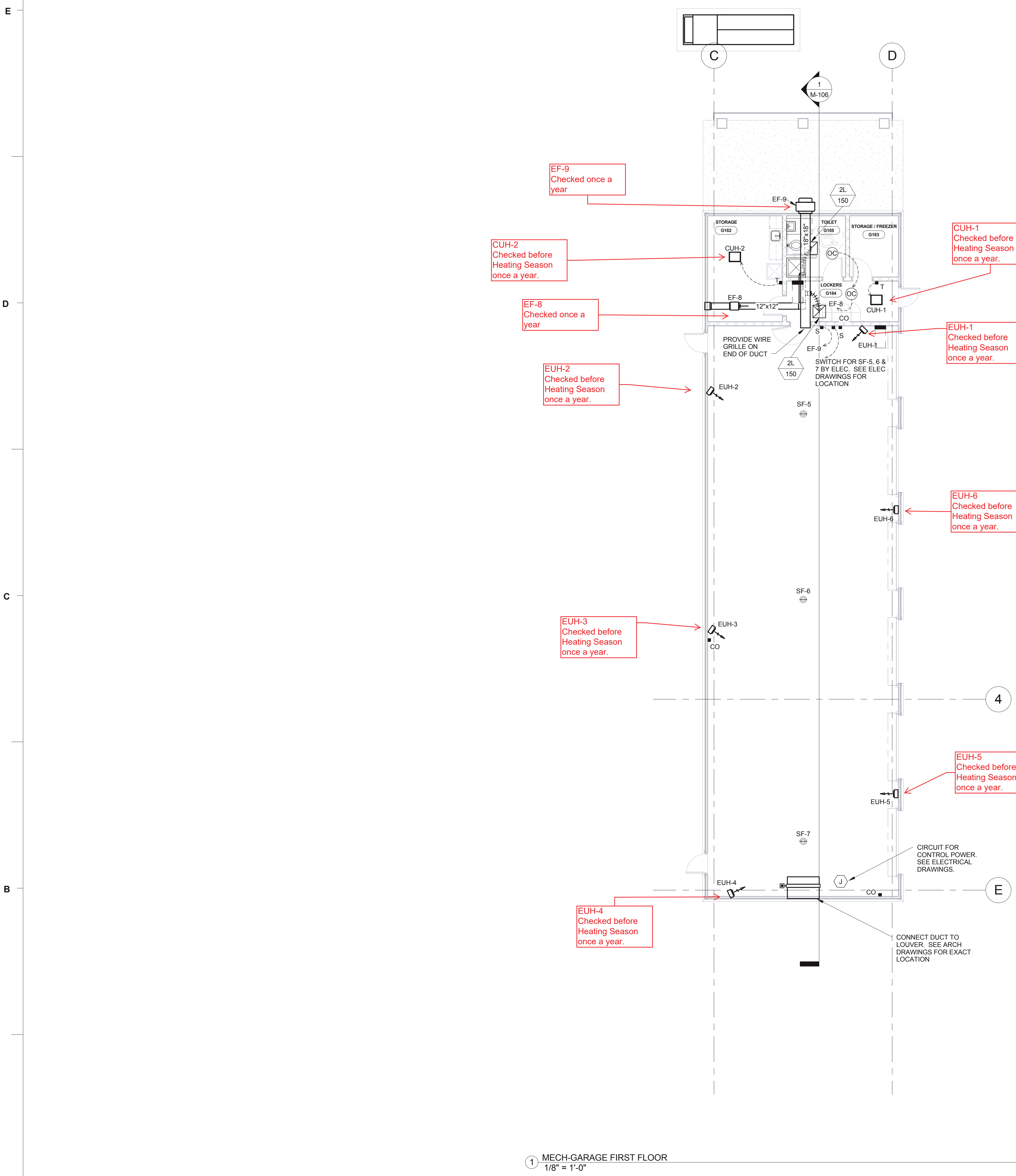
REVISIONS:

No.	Description	Date

PROJECT: 1701-151810
DATE: 01.12.2016
DRAWN BY: JEB
CHECKED BY: DER

HVAC GARAGE FLOOR PLAN

M-104



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Tab | 4

WAYS AND MEANS

Agenda Item



Memorandum

TO: Chair and Members of Ways and Means Committee

FROM: Dorota Szubert, Finance Director

SUBJECT: Business License Fees Schedule Review

DATE: July 2, 2024

Background:

South Carolina Act 176, the Business License Standardization Act, required all the municipalities in the State to adopt a model Business License Ordinance that regulated many elements of the business license fee administration, such as:

- Issue a business license for the period of May 1st to April 30th
- Calculate the fee based on a business's gross income for the previous calendar or fiscal year
- Use the law's definition of gross income
- Use the law's standardized class schedule
- Use the law's standardized appeal process
- Set rates for the 2022 license year to prevent a revenue windfall in the first year of compliance with the law.

In December 2021, the Town adopted the model ordinance in its entirety and has not changed the rates. The rate schedule is presented in Exhibit A and contains comparisons to the rates in other jurisdictions. The ordinance also requires charging doubled rates for non-residents that have no fixed principal place of business within the municipality. However, to prevent a revenue windfall, the Town continued the practice of charging double rates for the businesses that have no fixed place of business outside the county, not the municipality. As only 4% of the license holders, excluding short-term rentals, have a physical office in the Kiawah municipality, the Town has always used the determination; if the office is outside the county to charge double rates. The summary of business licenses issued for businesses in/out of the County is presented in Exhibit B.

Action Requested:

Town staff requests that the Ways and Means Committee recommend to the Town Council amending the current ordinance to conform with current practice and amending the definition of non-residents in "Appendix A" of the current ordinance "to businesses having no fixed principal place of business within the County."

Exhibit A
Business License Rates Comparison

Class	Gross Receipts	Kiawah Island	Beaufort	Charleston	Folly Beach	Isle of Palms	Seabrook Isl	Hilton Head	Mt Pleasant	Sullivans Isl
Class 1	\$0-\$2,000	\$ 50.00	\$ 25.00	\$ 32.00	\$ 35.00	\$ 35.00	\$ 40.00	\$ 46.30	\$ 70.00	\$ 70.00
Rate per Thousand	\$2,001-\$1M	\$ 1.95	\$ 1.00	\$ 1.55	\$ 2.00	\$ 1.45	\$ 1.54	\$ 0.75	\$ 2.75	\$ 2.00
Class 2	\$0-\$2,000	\$ 55.00	\$ 35.00	\$ 37.00	\$ 40.00	\$ 40.00	\$ 45.00	\$ 54.00	\$ 80.00	\$ 75.00
Rate per Thousand	\$2,001-\$1M	\$ 2.15	\$ 1.30	\$ 1.95	\$ 2.25	\$ 1.65	\$ 1.79	\$ 1.00	\$ 3.00	\$ 2.10
Class 3	\$0-\$2,000	\$ 60.00	\$ 45.00	\$ 43.00	\$ 45.00	\$ 45.00	\$ 50.00	\$ 61.60	\$ 90.00	\$ 80.00
Rate per Thousand	\$2,001-\$1M	\$ 2.35	\$ 1.60	\$ 2.35	\$ 2.50	\$ 1.85	\$ 2.04	\$ 1.10	\$ 3.25	\$ 2.20
Class 4	\$0-\$2,000	\$ 65.00	\$ 55.00	\$ 49.00	\$ 50.00	\$ 55.00	\$ 55.00	\$ 69.40	\$ 100.00	\$ 85.00
Rate per Thousand	\$2,001-\$1M	\$ 2.55	\$ 1.90	\$ 2.80	\$ 2.75	\$ 2.05	\$ 2.29	\$ 1.30	\$ 3.50	\$ 2.30
Class 5	\$0-\$2,000	\$ 70.00	\$ 65.00	\$ 55.00	\$ 55.00	\$ 60.00	\$ 60.00	\$ 77.10	\$ 110.00	\$ 90.00
Rate per Thousand	\$2,001-\$1M	\$ 2.75	\$ 2.20	\$ 3.15	\$ 3.00	\$ 2.25	\$ 2.54	\$ 1.40	\$ 3.75	\$ 2.40
Class 6	\$0-\$2,000	\$ 75.00	\$ 75.00	\$ 60.00	\$ 60.00	\$ 65.00	\$ 65.00	\$ 84.80	\$ 120.00	\$ 95.00
Rate per Thousand	\$2,001-\$1M	\$ 2.95	\$ 2.50	\$ 3.50	\$ 3.25	\$ 2.50	\$ 2.79	\$ 1.50	\$ 4.00	\$ 2.50
Class 7	\$0-\$2,000	\$ 80.00	\$ 85.00	\$ 64.00	\$ 65.00	\$ 70.00	\$ 70.00	\$ 92.50	\$ 130.00	\$ 100.00
Rate per Thousand	\$2,001-\$1M	\$ 3.15	\$ 2.80	\$ 3.90	\$ 3.50	\$ 2.70	\$ 3.04	\$ 1.70	\$ 4.25	\$ 2.60
Class 8	\$0-\$2,000	\$ 70.00	\$ 60.00	\$ 80.00	\$ 50.00	\$ 55.00	\$ 50.00	\$ 61.60	\$ 120.00	\$ 110.00
Rate per Thousand	\$2,001-\$1M	\$ 2.40	\$ 1.75	\$ 3.30	\$ 1.50	\$ 1.80	\$ 2.11	\$ 1.10	\$ 4.50	\$ 2.35
Number of Licenses Issued		3,359			5,500	3,291	1,398	14,168	11,500	3,281
Business License Revenue Collected		\$ 2,907,263			\$ 1,242,538	\$ 2,295,000	\$ 922,857	\$ 8,300,535	\$ 15,389,117	\$ 2,295,000
Average License Fee		\$ 866			\$ 226	\$ 697	\$ 660	\$ 586	\$ 1,338	\$ 699

Exhibit B**Business Licenses issued for businesses in/out of the County**

Class	In the County		Out of the County	
	# of Licenses	BL Revenue	# of Licenses	BL Revenue
Class 1 Retail trade, accommodation, food services & drinking places	147	\$ 450,064	33	\$ 20,175
Class 2 Building materials wholesalers	25	\$ 55,762	9	\$ 23,724
Class 3 Educational services, transportation	22	\$ 11,183	7	\$ 1,360
Class 4 Information, landscaping , recreation	287	\$ 308,158	81	\$ 40,298
Class 5 Scientific & technical services, storage	4	\$ 3,095	0	\$ -
Class 6 Health services, consumer finance	10	\$ 12,126	0	\$ -
Class 7 Real estate, management companies, professional services, STRs	1663	\$ 742,430	70	\$ 32,367
Class 8 Construction	705	\$ 988,820	296	\$ 217,701
Total	2,863	\$ 2,571,638	496	\$ 335,625



WAYS AND MEANS

Agenda Item



Memorandum

TO: Chair and Members of Ways and Means Committee

FROM: Dorota Szubert, Finance Director

SUBJECT: Budget Report for the First Eleven Months Ended 5/31/2024

DATE: July 2, 2024

Overview:

Presented here is the Town's Budget-to-Actual Report for the first eleven months. The report is compiled on a cash basis, and all the funds are consolidated. The original budget was amended on February 6, 2024, to adjust the totals to the current projections.

For the first eleven months, the Town's consolidated revenues of \$14.7M are 9%, or \$1.4M higher when compared to year-to-date for the last fiscal, FY2023, and are at 95% of the total amended budgeted revenues for the current year. Overall, revenues are in line with budget, with Building Permits, Business Licenses, Interest Income, and Miscellaneous Income exceeding the budget. The Miscellaneous Income includes a one-time reimbursement from CCSO of \$161K for the vehicles and equipment book value, \$33K, a one-time restitution payment from the former treasurer, and a \$15K legal expenses reimbursement.

At 92% of the year elapsed, expenditures totaling \$10.2M are 5% or \$521K higher than for fiscal year FY2023 and account for 61%, or 86% excluding the \$5M placeholder, of the current year's budget. The majority of the expenditures are reasonable and in line with the amended budget, with the exception of the following line items that will carry the negative variance throughout the year:

1. Waste management, attributable to the earlier initiation of the contract with Trident.
2. Professional services
3. Charitable Contributions due to Town Council approval of an additional application.
4. Non-budgeted cost for storm cleanup.

Town of Kiawah Island
 Budget Report -Cash basis
 5.31.24

Fiscal 2024

FY2024 VS FY2023

	Fiscal 2024					FY2024 VS FY2023		
	TOTAL BUDGET	TOTAL AMENDED BUDGET	Y-T-D ACTUALS	\$ VARIANCE	% OF BUDGET	FY2023 Y-T-D	\$ VARIANCE	% VARIANCE
Revenue:								
Building Permits	\$ 1,200,000	\$ 1,200,002	\$ 1,519,507	\$ 319,505	127%	\$ 1,608,001	\$ (88,494)	-6%
Building Permits-Special Projects	300,000	959,182	959,182	-	100%	623,908	335,274	35%
Business Licenses	3,100,000	3,100,057	3,293,917	193,860	106%	2,976,455	317,462	10%
STR Application Fees	400,000	400,000	401,500	1,500	100%	378,000	23,500	6%
Franchisee Fees	970,000	970,000	747,166	(222,834)	77%	762,804	(15,638)	-2%
Local Option Tax	891,347	891,347	795,669	(95,678)	89%	783,291	12,378	2%
State ATAX	2,936,510	2,936,510	1,897,976	(1,038,534)	65%	1,913,518	(15,542)	-1%
Local ATAX	1,477,158	1,477,158	1,106,166	(370,992)	75%	1,171,159	(64,993)	-6%
County ATAX	450,000	450,000	400,084	(49,916)	89%	470,959	(70,875)	-18%
Hospitality Tax	829,177	829,177	737,788	(91,389)	89%	734,799	2,989	0%
Environmental Services	640,000	640,000	648,900	8,900	101%	661,787	(12,887)	-2%
Interest	1,176,281	1,501,281	1,810,979	309,698	121%	1,000,416	810,563	45%
Other	224,536	224,536	419,671	195,135	187%	282,277	137,394	33%
Total Revenue	14,595,007	15,579,247	14,738,505	(840,743)	95%	13,367,374	1,371,131	9%
Expenses:								
Salaries/Regular Employees	2,030,719	2,152,469	1,984,667	(167,802)	92%	1,691,486	(293,181)	-15%
Overtime	8,000	8,000	12,344	4,344	154%	9,050	(3,294)	-27%
Benefits	714,590	746,521	660,592	(85,929)	88%	550,106	(110,486)	-17%
Payroll Tax	169,592	183,613	172,667	(10,946)	94%	161,978	(10,689)	-6%
Employee Subtotal	2,922,901	3,090,604	2,830,270	(260,334)	92%	2,412,620	(417,650)	-15%
Public Safety/Payroll and Related/ Off Duty Deputies	736,569	350,000	395,221	45,221	113%	667,205	271,984	69%
STR Code Enforcement	389,376	389,376	324,480	(64,896)	83%	279,749	(44,731)	-14%
Beach Patrol	584,000	584,000	486,667	(97,333)	83%	486,666	(1)	0%
Utilities & Supplies	237,440	247,440	220,121	(27,319)	89%	201,256	(18,865)	-9%
Communications	77,460	77,460	76,221	(1,239)	98%	70,269	(5,952)	-8%
Waste Management	1,278,000	1,278,000	1,210,232	(67,768)	95%	1,061,510	(148,722)	-12%
Insurance	190,176	190,176	202,674	12,498	107%	172,891	(29,783)	-15%
Professional Services	176,900	251,900	342,106	90,206	136%	219,456	(122,650)	-36%
Consultants	488,000	618,803	272,523	(346,280)	44%	442,347	169,824	62%
Maintenance	556,000	556,000	552,196	(3,804)	99%	630,919	78,723	14%
Travel	74,300	74,300	53,444	(20,856)	72%	52,145	(1,299)	-2%
Rentals	46,000	46,000	35,027	(10,973)	76%	34,967	(60)	0%
Tourism & Recreations	2,516,032	2,516,032	2,273,271	(242,761)	90%	1,865,321	(407,950)	-18%
Contributions	200,000	200,000	220,891	20,891	110%	209,121	(11,770)	0%
Other	353,920	375,528	307,556	(67,972)	82%	261,352	(46,204)	-15%
Building	5,000,000	5,000,000	-	(5,000,000)	0%	202,596	202,596	-
Infrastructure	250,000	250,000	186,469	(63,531)	75%	-	(186,469)	-
Vehicles	115,000	115,000	-	(115,000)	0%	159,837	159,837	-
Other	450,000	487,370	-	(487,370)	0%	76,133	76,133	-
MUSC Pledge	200,000	200,000	200,000	-	100%	200,000	-	0%
Non Budgeted-Storm Clean up	-	-	38,000	38,000	-	-	(38,000)	-100%
Total Expenses	16,842,074	16,897,989	10,227,369	(6,670,620)	61%	9,706,360	(521,009)	-5%
Net Changes in Fund Balance	\$ (2,247,067)	\$ (1,318,741)	\$ 4,511,136	\$ 5,829,877		\$ 3,661,014	\$ (850,122)	-19%