

**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

**TOWN COUNCIL**  
**Municipal Center Council Chambers**  
**July 2, 2024, 1:00 pm**

**AGENDA**

- I. **Call to Order:**
- II. **Pledge of Allegiance**
- III. **Roll Call:**
- IV. **Approval of Minutes:**
  - A. Minutes of the Town Council Meeting of June 4, 2024 [Tab 1]
- V. **Citizens' Comments (Agenda Items Only):**
- VI. **Update – MUSC – Dr. Patrick Cawley**
- VII. **Updates:**
  - A. Mayor
  - B. Council Members
  - C. Administrator
- VIII. **Discussion:**
  - A. Discussion of Town Support of Private Fundraising Activity
  - B. Discussion of Screening Requirements of Trash Receptacles for Non-Rental Properties
  - C. Discussion of East Beach Club Franchise Agreement with Kiawah Resort Associates (Kiawah Partners) [Tab 2]
- IX. **Old Business:**
  - A. To Consider Approval of **Ordinance 2024-15** - An Ordinance to Amend Article 9 - Building and Building Codes, Chapter 1. - General, Division 2. – Construction Documents - **Second and Final Reading** [Tab 3]
  - B. To Consider Approval of **Ordinance 2024-16** - An Ordinance to Amend Article 9 - Building and Building Codes, Chapter 2. – Administration, Division 6. - Violations, Section. 9-125. – Licensing Requirements – **Second and Final Reading** [Tab 4]
  - C. To Consider Approval of **Ordinance 2024-19** - An Ordinance to Amend Article 15, Chapter 2 – Offenses Against Public Peace to Establish Guidelines for the Management and Disposal of Loose Materials and Debris - **Second and Final Reading** [Tab 5]
- X. **New Business:**
  - A. To Consider Approval of **Ordinance 2024-04** - An Ordinance to Amend the Town Of Kiawah Island Municipal Code Article 2 – General Government and Administration, Chapter 2. – Municipal Council, Section 2-205. – Mayor Pro Tempore – **First Reading** [Tab 6]

\*Each speaker shall be limited to five minutes. No more than 30 minutes shall be allowed for citizen presentations, comments, and/or questions, and the time shall be divided equally among those requesting to speak.

- B. To Consider Approval of **Ordinance 2024-20** - An Ordinance To Amend Chapter 12 – Land Use Planning And Zoning, Article II. - Zoning, Division 5. - General Procedural Requirements, Establishing Section 12-169. - Stormwater Management Plan Review - **Public Hearing and First Reading** [Tab 7]
- C. To Consider Approval of **Ordinance 2024-22** - An Ordinance To Amend Article 4, Finance And Taxation, Chapter 3, Municipal Business Licenses, Section 4-321. – Classification And Rates, Appendix A: Business License Rate Schedule – **First Reading** [Tab 8]
- D. To Consider Approval of the CVB (Charleston Area Convention and Visitors’ Bureau) Fiscal Year 2025 Budget [Tab 9]
- E. To Consider Approval of the Amendment to the Contract with Tetra Tech, Inc. for Disaster Debris Monitoring Services [Tab 10]
- F. To Consider Approval of the Proposal for HVAC Maintenance Services [Tab 11]
- G. To Consider Approval of the Environmental Committee Appointments [Tab 12]

**XI. Executive Session:**

- A. Executive Session Pursuant to South Carolina Code Section 30-4-70(a)(2) to Discuss Section 16(f) of the ARDA (2013 Amended and Restated Development Agreement) and Captain Sam’s Spit.

**XII. Citizens’ Comments:**

**XIII. Council Member Comments:**

**XIV. Adjournment:**

\*Each speaker shall be limited to five minutes. No more than 30 minutes shall be allowed for citizen presentations, comments, and/or questions, and the time shall be divided equally among those requesting to speak.

**FOIA:** Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.



**TAB 1**

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# **TOWN COUNCIL**

**Agenda Item**

**TOWN COUNCIL**  
**Municipal Center Council Chambers**  
**June 4, 2024, 1:00 pm**

**AGENDA**

I. Call to Order: *Mayor Belt called the meeting to order at 1:05 pm.*

II. Pledge of Allegiance

III. Roll Call:

Present at the Meeting:           Bradley Belt, *Mayor*  
  Russell Berner, *Mayor Pro Tem*  
  Michael Heidingsfelder, *Council Member*  
  Luke Farrell, *Council Member*  
  Madeleine Kaye, *Council Member*

Also Present:                         Stephanie Tillerson, *Town Administrator*  
  Mac McQuillian, *Town Attorney*  
  John Taylor, Jr., *Planning Director*  
  Jim Jordan, *Wildlife Biologist*  
  Brian Gottshalk, *Public Works Manager*  
  Bruce Spicher, *Building Official*

IV. Approval of Minutes:

A. Minutes of the Town Council Meeting of April 2, 2024

B. Minutes of the Town Council Meeting of May 7, 2024

*Mayor Pro Tem Berner made a motion to approve the minutes of the April 2, 2024, and May 7, 2024, Town Council meeting, with any comments being provided to the Town Clerk. Council Member Farrell seconded the motion, and it was unanimously approved.*

V. Citizens' Comments (Agenda Items Only):

**Maura McIlvain – 146 Blue Heron Pond Road**

Ms. McIlvain addressed the Council regarding the second reading of the site plan review ordinance, which contains a section on improvements to the website and communications for better access to development proposals and project information. She praised the focus on making these more user-friendly. She also inquired about the rationale and utility behind the annual traffic counts and studies, questioning their continuation and funding.

Mayor Belt clarified that a more limited traffic count would be conducted periodically to establish a baseline for traffic patterns and flow, aiding in planning for road maintenance and other infrastructure needs rather than for mitigation purposes as done previously.

**Larry Wolahan – 406 Snowy Egret**

Mr. Wolahan's discussions covered a wide range of topics, including budget and expenditure concerns, the increase in costs versus income, adjustments made to the budget, SATAX (State Accommodations Tax) allocations, and specific allocations for various projects and expenses. His discussion also touched on issues related to parking, investment income, disaster damage assessment, and CERT (Citizen's Emergency Response Team).

**Brad McIlvain - 146 Blue Heron Pond Road**

Mr. McIlvain stated that there has been much talk about the need for civility. He raised his concerns about the civility of the people being appointed by the Council who have not shown civility.

## VI. Updates:

### A. Mayor

Mayor Belt commended the efforts of Town staff, including Public Safety, Public Works, and Barrier Island Ocean Rescue, in collaboration with KICA (Kiawah Island Community Association), the Resort, and the Club, in managing the 41,000 visitor count through the front gate during Memorial Day weekend. He highlighted that no incidents were reported, no issues were reported on the beach, traffic flowed as well as expected, and Trident Waste did a great job managing the trash on the beach.

Mayor Belt also commended the Communication and Public Safety teams for their work on a successful Disaster Awareness Day.

**Mayor Belt** provided updates as follows:

- The comment period on the county staff's recommendations regarding the Main Road Corridor Project—Segment C runs through June 14<sup>th</sup>, leaving less than two weeks to submit comments.
- No updates on Captain Sam's Spit since filing the lawsuit with KICA and the Conservancy on May 10<sup>th</sup>.
- Clarification of an issue in which a contractor felt compelled to pay fees to the ARB (Architectural Review Board) for fear that they would not be able to access the island.
- Beachwalker Projects: West End, Ocean Pines, and the Cape Point road extension and emergency beach access
  - The Planning Staff continues to review the site plans
  - Mr. Taylor has issued three sets of revised, refreshed, and updated comments on each of those three site plans that are available on the website.
- Clarification of the letter sent from the Kiawah Island Club to club members regarding a permanent certificate of occupancy not being issued for the Cape Club due to outstanding parking issues was provided to understand the issue and the process that must be adhered to moving forward.

### B. Council Members

**Mayor Pro Tem Berner** provided updates as follows:

- Updating and strengthening current dune ordinances to protect the dunes and nesting wildlife
- Enforcement of the current leash law ordinance
- Improving landscaping and repairs along Beachwalker Drive
- Investigating repairs to the flooding on the bike path on the Kiawah Island Parkway
- Kick-off of the Municipal Police Services Feasibility Study

**Council Member Heidingsfelder** provided updates as follows:

- The TOKI/ARB Workgroup has started phase three of its project, focusing on the implementation
- Business licence enforcement measures
  - auditing the largest contributor to business licenses to ensure accurate income statements
  - Business License Compliance
- Informational stickers are being placed on trash and recycle bins
- Household Hazardous Material event this week, on Thursday, at the Municipal Center from nine to 12 o'clock

**Council Member Kaye** provided updates as follows:

- Acknowledgment of the efforts and team composition of the ARB Workgroup, highlighting the complex assignments and the strong team involved, including members from KICA and the Town.
- Environmental Committee initiatives:
  - Beach walkover project - an ordinance that the sub-committee has drafted to go to the full Environmental Committee
  - Marsh Management sub-committee is focusing on pervious surfaces
  - Shorebird Protection/Leash Restraint Project
  - Bridge on the Parkway sub-committee
  - Loose materials ordinance being considered for first reading

- Collaboration with the Conservancy, including a podcast filmed on the marsh to raise public awareness about the importance, fragility, and complexity of the marsh.

Council Member Kaye emphasized the importance of staffing the Environmental Committee and subcommittees with knowledgeable, open-minded individuals capable of finding compromise solutions, especially for polarizing issues like pet restraint.

**Council Member Farrell** responded to Mr. Wolahan's earlier question about investments by stating that the Town is limited by state law, and treasuries are among the allowable investments. Later this month, the Town will issue an RFP for a consultant to examine the Town's investments.

Council Member Farrell responded to Mr. McIlvain's comment regarding civility, stating that of the five candidates interviewed for the Planning Commission, the candidate being put forth for approval brings a wealth of experience on and off the island. He noted that in his experience on the Commission, Mr. Dowdy, the Chairman, holds Commissioners to a high ethical standard and demeanor, and the meetings have been incredibly civil.

Council Member Farrell indicated that he will continue working with the Planning Commission on the Town's Comprehensive Plan.

Responding to Mr. Wolahan's earlier SATAX comment, Council Member Farrell stated he had been assigned to the SATAX Committee. His role, as explained, is to ensure that we're effectively redistributing taxes to support the island's tourist industry.

Council Member Heidingsfelder also responded to Mr. Wolahan's earlier SATAX comment by stating that this was a complex topic and the way Mr. Wolahan explained it was maybe a little bit misleading to the community. He engaged in a detailed clarification of where funding comes from, the Town acting as a caretaker of those funds, and the state law mandating the majority of the representatives on the SATAX Committee who do the work on recommending where the allocation of the funds that are targeted to increase the attendance of tourists to this island.

### C. Administrator

Ms. Tillerson indicated that Mr. Jordan would discuss SGAs (Second-Generation Anticoagulants), and Mr. Gottshalk would provide updates on current projects.

Mr. Jordan provided an update on the impact of second-generation anticoagulant rodenticides on wildlife on Kiawah Island, highlighting a concerning trend of increased exposure rates among raccoons and opossums, as well as a decline in bobcat survival rates. Despite initial success with the Bobcat Guardian program, which aimed to reduce the use of SGAs through community engagement and voluntary measures, recent data from 2024 indicates a resurgence in SGA exposure rates and levels. To address this issue, Mr. Jordan suggested re-engaging with the community, pest control companies, and property management. The discussion also touched on the need for continued education, especially for new homeowners and those unaware of the program's goals. The meeting concluded with plans to analyze the data further and discuss strategies at the upcoming environmental committee meeting.

The discussion focused on the impact of rapid development on the bobcat population, highlighting habitat loss as a significant factor. The current estimates suggest the area can support 25 to 30 bobcats, down from the historical 30 to 35. Mortality, particularly from vehicles and anticoagulant rodenticides, was identified as a primary concern. Efforts to mitigate this include the Bobcat Guardian program, which has seen engagement from pest control companies and homeowners pushing for safer practices. The program aims to educate and encourage the use of non-anticoagulant rodenticides, which do not accumulate in predators. Additionally, there was no observed increase in rodent populations following the shift to these alternatives.

Mr. Gottshalk provided updates on public works projects:

- Completion of the landscaping installation at the Parkway/Beachwalker intersection

- Near completion of the landscape improvements along Beachwalker Drive
- At the Parkway Bridge,
  - the rocks will be replaced in the gabion wall
  - at the pull-off, sand fencing and larger, heavy vegetation will be put in place along with additional efforts to protect marsh areas from damage.
- Bike path improvements to address standing water and root intrusion are a high-priority
- Trident Waste, the new solid waste contractor, has shown improvement in service, with fewer missed collections reported.

Discussion included the installation of proper signage at the Parkway/Beachwalker intersection, efforts to prevent kayak launching in sensitive marsh areas, the potential use of Mingo Point as a kayak launch, and the lighting of the entrance sign are scheduled for completion next week, with both the boring company and electrician confirmed.

Mayor Belt mentioned the plans for screening landscaping in front of the general store and gas station, with Mr. Gottshalk confirming a quote already obtained. Additionally, Mayor Belt indicated that he had received confirmation that enhancements would be made to the entrance to the KICA administration facility on Beachwalker Drive.

Ms. Tillerson also acknowledged Ms. Pomrenke and Director Harris on the success of Disaster Awareness Day, which saw about 65 attendees.

Mayor Belt expressed appreciation for the community's engagement and the Council's hard work on various projects.

## VII. Old Business:

### A. To Consider Approval of Ordinance 2024-08 - An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 3. Use Regulations, Sec. 12-106. – Temporary Uses to further refine temporary uses - *Second and Final Reading*

Mr. Taylor discussed the amendments to the temporary use ordinance since the first reading, highlighting a separate review process for off-site projects, allowing the removal of minor vegetation, and that the site should be repaired according to preexisting conditions. He also pointed out that an applicant would be required to upload pre- and post-pictures as part of the application process.

*Council Member Heidingsfelder made a motion to approve the second and final reading of Ordinance 2024-08. Council Member Berner seconded the motion.*

The Council Members debated specifics regarding the removal of trees, saplings, and vegetation, aiming to clarify definitions and ensure proper site restoration post-use, what constitutes a temporary use, and permanent alteration, suggesting amendments to provide specificity in the definition of tree size as larger than two inches in diameter. Also discussed were language modifications; the removal of trees or vegetation is prohibited unless replaced with a similar kind and size after the temporary use, and the Planning Director would have the discretion to approve the removal of a tree larger than two inches in diameter if the property owner restores to a pre-existing condition.

*Council Member Berner made a motion to amend the ordinance to both the parenthetical after there were trees as well as to allow the Mayor, Town Attorney and Planning Director to include additional language that would provide the Planning Director the flexibility to allow for the removal of trees of greater than two-inch caliber is defined to the extent that they are replaced by like kind. Council Member Kaye seconded the motion, and it was unanimously approved.*

*Council Member Heidingsfelder made a motion to approve the second and final reading of Ordinance 2024-08 as amended. Council Member Kaye seconded the motion, and it was unanimously approved.*

### B. To Consider Approval of Ordinance 2024-09 - An Ordinance to Amend Sec. 12-162. – Site Plan Review to Modify Review Procedures.- *Second and Final Reading*

Mr. Taylor reviewed the changes following the first reading, which included a reduction in the threshold for dwelling units from eight to no more than seven, revising the Planning Commission's role to review and comment, and the Planning Director's purview remaining review and approval based on code regulations, plats, and Comprehensive Plan.

*Council Member Farrell made a motion to approve the second and final reading of Ordinance 2024-09. Council Member Heidingsfelder seconded the motion.*

*Following the clarification that the ordinance applies to multiple-unit dwellings, the motion was unanimously approved.*

C. To Consider Approval of Ordinance 2024-10 - An Ordinance To Adopt The Fiscal Year 2024-2025 Budget For The Town Of Kiawah Island (7/1/24 Through 6/30/25) - Public Hearing and Second and Final Reading

*Council Member Heidingsfelder made a motion to open the Public Hearing for ordinance 2024-10. Council Member Kaye seconded the motion, and it was unanimously approved.*

No public comments were made.

*Council Member Heidingsfelder made a motion to close the Public Hearing for ordinance 2024-10. Council Member Berner seconded the motion, and it was unanimously approved.*

Ms. Szubert stated that at the first reading, comments and questions resulted in adjustments to reduce expenditures by approximately \$684,000 to address the main concern that the expenditures are growing faster than the revenues. The revised budget presented has total revenues of \$15.5 million, expenditures of \$14.2 million, and a surplus of \$1.3 million.

*Council Member Heidingsfelder made a motion to approve the second and final reading of Ordinance 2024-10. Council Member Berner seconded the motion.*

Discussions include a very concerning trend analysis showing revenue decreasing and the need to double-check that any new expenditures are justified. This highlights the importance of monitoring finances closely and considering revenue adjustments if necessary. The budget aims for a surplus and includes conservative revenue estimates and provisions for significant expenditures to be individually approved by the Council.

Throughout the discussion, the Council emphasized the need for careful financial management, the importance of clear definitions in ordinances, and the flexibility to adapt regulations and budgetary measures as needed.

*Following the discussion, the motion was unanimously approved.*

## VIII. New Business:

A. To Consider Approval of Ordinance 2024-13 - An Ordinance to Amend Chapter 12- Land Use Planning and Zoning Ordinance Article II. – Zoning, Division 1. - Gennerally Sec. 12-31. - Impact Fees to Further Define Impact Fee Assessment Studies for Potential Levied Impact Fees – Public Hearing and First Reading

Mr. Taylor stated that the Planning Commission recommended amending the zoning code to address impact fees. He explained that South Carolina has a robust impact fee process, and this recommendation is not intended to cause the Town to begin levying any impact fees; it is intended to provide an understanding of which impacts would be set as priorities. The changes being made would provide a framework for assessing impact fees related to traffic, environmental, and stormwater impacts as priorities the Town would be focused on if it begins to evaluate a process for impact fees.

*Council Member Berner made a motion to open the Public Hearing for ordinance 2024-10. Council Member Kaye seconded the motion, and it was unanimously approved.*

No public comments were made.

*Council Member Heidingsfelder made a motion to close the Public Hearing for ordinance 2024-10. Council Member Berner seconded the motion, and it was unanimously approved.*

*Council Member Heidingsfelder made a motion to approve the first reading of Ordinance 2024-13. Council Member Farrell seconded the motion.*

Council Members and Mr. McQuillan engaged in an in-depth discussion of the complexities and challenges of implementing impact fees, including the detailed and laborious process required by state statutes.

Ultimately, the Council was against the ordinance, citing concerns about its practicality and the potential for litigation.

*Following the discussion, the motion was unanimously disapproved, with all members voting “No.”*

**B. To Consider Approval of Ordinance 2024-14 - An Ordinance to Amend Article 14 - General Regulations, Chapter 5. - Rental Applications and Regulations, Section 14-506. – Notice of Rental Residence Rules and Regulations – First Reading**

*Council Member Heidingsfelder made a motion to approve the first reading of Ordinance 2024-14. Council Member Berner seconded the motion.*

Mr. Spicher stated that the property maintenance code requires an occupancy load for an individual bedroom and is based on the number of people in that bedroom. The ordinance was proposed to provide clarity and enforceability for property inspections, particularly in addressing the growing trend of built-in bunk beds in investment properties designed for short-term rentals.

Council Members engaged in an in-depth discussion of concerns about fire safety, room overloading, and the compliance and enforcement of these regulations in both rental and non-rental properties.

*Following the discussion, the motion was approved by a 4 to 1 vote, with Council Member Farrell voting “No.”*

**C. To Consider Approval of Ordinance 2024-15 - An Ordinance to Amend Article 9 - Building and Building Codes, Chapter 1. - General, Division 2. – Construction Documents - First Reading**

Mr. Spicher stated that the amendment addresses issues within the building code and construction documents. Concerns were raised about structural engineers not performing necessary calculations for wind, seismic, and soil conditions. This led to a decision to require structural calculations and geotechnical reports during the plan submittal phase to prevent generic designs.

*Council Member Farrell made a motion to approve the first reading of Ordinance 2024-15. Council Member Heidingsfelder seconded the motion.*

Council Members discussed the necessity and scope of geotechnical reports for different zones on the island under engineering and cookie-cutter calculations.

*Following the discussion, the motion was approved by a 4 to 1 vote, with Council Member Kaye abstaining.*

**D. To Consider Approval of Ordinance 2024-16 - An Ordinance to Amend Article 9 - Building and Building Codes, Chapter 2. – Administration, Division 6. - Violations, Section. 9-125. – Licensing Requirements – First Reading**

**Council Member Kaye made a motion to approve the first reading of Ordinance 2024-16. Council Member Farrell seconded the motion.**

Mr. Spicher stated that to comply with state law, the word "licensing" should be replaced with "registration."

**Following minimal discussion, the motion was unanimously approved.**

**E. To Consider Approval of Ordinance 2024-17 - An Ordinance to Amend Article 9 - Building and Building Codes, Chapter 4. – Permits, Licenses, and Fees, Division 3. Fees, Section 9-127. – Refunds – First Reading**

**Council Member Heidingsfelder made a motion to table the first reading of Ordinance 2024-17. Council Member Berner seconded the motion, and it was unanimously approved.**

**F. To Consider Approval of Ordinance 2024-19 - An Ordinance to Amend Article 15, Chapter 2 –Offenses Against Public Peace to Establish Guidelines for the Management and Disposal of Loose Materials and Debris - First Reading**

**Council Member Farrell made a motion to approve the first reading of Ordinance 2024-16. Council Member Berner seconded the motion.**

Council Member Heidingsfelder stated that after observing many vehicles on the road losing debris while driving, a cover for the vehicles transporting materials was needed. Also, dumpsters at construction sites need to be covered when not in use to prevent debris from being blown out and littering the environment. The ordinance was recommended for approval by the Environmental Committee and aims to enforce cleanliness through communication and code enforcement.

Council Member discussed that the enforcement of vehicle coverings to prevent littering would begin with communication, with the suggestion to partner with KICA and station a code enforcement officer at the front gate to distribute informational packages to landscapers and identify businesses without licenses. The discussion then shifted to the specifics of a proposed ordinance requiring vehicles, especially those carrying loose materials, to have covers to prevent debris from escaping. Concerns were raised about the broad application of the ordinance to all vehicles, including personal ones, and the need to focus on commercial vehicles and trailers, which are more likely to transport materials that could become litter. Members debated the definition of "loose material" and the practicality of enforcing such a rule for minor cases, like a single empty can in a truck bed, highlighting the need for clear definitions and targeted enforcement to address the primary sources of litter without overly burdening residents or small vehicle owners.

**Council Member Heidingsfelder made a motion to amend the language of Section 5 Paragraph A, stating that the ordinance applies to all commercially used vehicles.**

Mayor Belt indicated that rather than a definition, it was more applicable in Section 15-216, adding the language: "This title of this section shall be applicable to commercial vehicles doing business on Kiawah Island" or language deemed appropriate.

**Council Member Kaye made a motion to amend Section 15-216 by adding the following language: "This title of this section shall be applicable to commercial vehicles doing business on Kiawah Island." Council Member Farrell seconded the motion, and it was unanimously approved.**

**G. To Consider Approval of Ordinance 2024-21 - An Ordinance to Repeal Article 15, Chapter 3, Sec. 15-304. Carrying Concealed Weapon to Establish Revised Election Guidelines - First Reading**

**Council Member Berner made a motion to table the first reading of Ordinance 2024-21. Council Member Farrell seconded the motion, which was unanimously approved.**

H. To Consider Approval of the New Building Services Fee Schedule

Council Member Heidingsfelder stated that the proposed new building fee schedule was reviewed by the Ways and Means Committee and recommended for approval. He stated that the Committee members discussed building permit fees, noting that current fees are significantly lower than those in surrounding municipalities. A proposal was made to adjust these fees to be more in line with neighboring areas, with further consideration to create additional brackets for projects exceeding certain valuation thresholds to account for the increased workload on larger developments.

***Council Member Farrell made a motion to approve a recommendation from the Ways and Means Committee for the new Building Services fee schedule. Council Member Kaye seconded the motion.***

The Council Member discussion highlighted a concern over the low fees not covering the cost of inspection time and the lack of incremental costs for reinspection of fixtures. There was discussion on whether the fees adequately covered the costs, with the point being made that the overall revenue from building licenses and its contribution to the general fund.

***Following the discussion, the motion was unanimously approved.***

I. To Consider Approval of the Amendment to the Contract with Tetra Tech, Inc. for Disaster Debris Monitoring Services

Council Member Heidingsfelder introduced a recommendation from the Ways and Means Committee regarding the extension of a two-year contract for the FEMA (Federal Emergency Management Agency) required monitoring services in case of natural disaster-related debris removal. The contract applies only when services are used.

***Mayor Belt made a motion to approve a recommendation from the Ways and Means Committee of the amendment to the contract with Tetra Tech, Inc. for Disaster Debris Monitoring Services. Council Member Farrell seconded the motion.***

Council Members discussed the concerns about the one-sided nature of the vendor's contract, particularly regarding the lack of warranties and guarantees. They considered renegotiating the contract or seeking a new vendor if necessary.

***Council Member Heidingsfelder made a motion to table the approval of the amendment to the contract with Tetra Tech. Council Member Kaye seconded the motion, and it was unanimously approved.***

J. To Consider Approval of the Amendment to the Arts and Cultural Events Council Charter

Mayor Belt stated that the minor amendment to the Arts and Cultural Events Council's charter was to align its structure with other committees, appointing a Council Member as the chair instead of a staff member. Also, it was requested that the appropriate staff member be designated as the Staff Director.

***Council Member Kaye made a motion to approve the amendment to the Arts and Cultural Events Council Charter. Council Member Bener seconded the motion, and it was unanimously approved.***

K. To Consider Approval of the Arts and Cultural Events Council Appointment

***Council Member Kaye made a motion to approve the appointment of Mr. Ronald McCray to the Arts and Cultural Events Council. Council Member Bener seconded the motion, and it was unanimously approved.***

L. To Consider Approval of the Planning Commission Appointments

***Council Member Farrell made a motion to approve the appointment of Mr. John Connolly to the Planning Commission. Council Member Kaye seconded the motion.***

Mr. Taylor stated that five candidates were interviewed by an interview committee, which included Council Member Farrell. He highlighted Mr. Connolly's qualifications and the unanimous support from the interview committee.

*Following the discussion, it was unanimously approved.*

**M. To Consider approval of the Tree Preservation Board Appointments**

*Council Member Kayw made a motion to approve the appointment of Mr. Gregory Darris and Ms. Melissa Yeardon to the Landscape and Tree Preservation Board. Council Member Farrell seconded the motion.*

Mr. Taylor stated that the newly established Landscape and Tree Preservation Board had two vacancies. At the first meeting later this month, the Board will elect a chair and adopt the rules of procedure. Mr. Gregory Darris and Ms. Melissa Yeardon are recommended as resident members to fill the two vacancies.

*Following the discussion, it was unanimously approved.*

**N. Discussion of Main Road Corridor Segment C**

Council Members discussed the Main Road Corridor Segment C project, which involves lane widening, the addition of traffic circles, a multi-use pedestrian and bike trail, and the concerns raised about the impact on homes and grand trees.

During the discussion of the potential for a joint comment letter with Seabrook Island to Charleston County regarding road improvement plans, Members expressed a preference for the letter on behalf of the Town Council to emphasize road safety, preservation of grand trees, and support for the Urban Growth Boundary rather than focusing on growth.

**IX. Citizens' Comments:**

**Maura McIlvain – 146 Blue Heron Pond Road**

Ms. McIlvain expressed her appreciation of the Council's transparent and public decision-making process.

Ms. McIlvain provided additional comments on Council Member Farrell's response to Mr. Wolahan's concerns about investing funds in the state pool and the completion of the 2024 Comprehensive Plan. She also commented on the concerns raised about the enforcement of the property maintenance code, particularly regarding new homes with non-compliant bunk rooms. She raised concerns about the issue of selective enforcement and the challenge of addressing existing non-compliant properties that were discussed, with no clear solution presented.

**X. Council Member Comments:**

None

**XI. Adjournment:**

*Council Member Kaye made a motion to adjourn the meeting at 4:59 pm. Council Member Farrell seconded the motion, and it was unanimously approved.*

Submitted by,

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Petra S. Reynolds, Town Clerk

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Date



**TAB 2**

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# **TOWN COUNCIL**

**Agenda Item**

WORK  
IN  
PROGRESS



**TAB 3**

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# **TOWN COUNCIL**

**Agenda Item**

TOWN OF KIAWAH ISLAND

**ORDINANCE 2024-15**

**AN ORDINANCE TO AMEND ARTICLE 9 - BUILDING AND BUILDING CODES, CHAPTER 1. - GENERAL, DIVISION 2. – CONSTRUCTION DOCUMENTS**

**WHEREAS**, the Town of Kiawah Island Municipal Code currently contains Article 9 - Building and Building Codes, and;

**WHEREAS**, the Town wishes to amend the current Chapter 1. - General, Division 2 - Construction Documents, Section 9-18. Submittal Documents and;

**WHEREAS**, the Town’s Building Department, upon further review, now finds that additional clarification is needed regarding the structural calculations and geotechnical reports required to be included along with the plan submittal package and;

**WHEREAS**, the Town Council of the Town of Kiawah Island believes that the amended language ensures that the design has been developed for the geographical location and has accounted for soil conditions and the effects of wind, seismic, and flooding events.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.**

**Section 1                      Purpose**

The purpose of this Ordinance is to amend Chapter 1. - General, Division 2 - Construction Documents, Section 9-18. Submittal Documents as follows:

**Section 2                      Ordinance**

**Sec. 9-18. Submittal Documents.**

Construction documents, special inspection and structural observation programs, and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a South Carolina licensed design professional for all new construction and extensive renovation projects. The plans submitted for approval shall be completed by both a South Carolina licensed architect and all structural drawings shall be completed by a South Carolina licensed structural engineer. Plans submitted for all new construction shall, at minimum, include landscape drawings, grading plans, complete architectural drawings, complete structural drawings with a structural calculation package showing all calculations performed for the project, mechanical and electrical sheets, including load calculations for all services more than 600 amperes, and plumbing sheets. Where LP gas systems are to be installed, an isometric indicating the load calculations/system demand and supply shall be provided with a layout sheet and LP tank location shown on the plans. Where special conditions exist, the building official is authorized to require additional construction

documents, including but not limited to, a geotechnical report to be prepared by a registered design professional, and submitted with the permit submittal package.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

**Section 3**                    **Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances, or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

**Section 4**                    **Effective Date and Duration**

This Ordinance shall be effective upon its enactment by the Town Council for the Town of Kiawah Island.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 2<sup>ND</sup> DAY OF JULY 2024.**

\_\_\_\_\_  
**Bradley D. Belt, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading: June 4, 2024

2<sup>nd</sup> Reading: July 2, 2024

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## Sec. 9-18. Submittal Documents.

Construction documents, special inspection and structural observation programs, and other data shall be submitted in one or more sets with each application for a permit. The construction documents shall be prepared by a South Carolina licensed design professional, for all new construction and extensive renovation projects. The plans submitted for approval shall be completed by both a South Carolina licensed architect and all structural drawings shall be completed by a South Carolina licensed structural engineer. Plans submitted for all new construction shall at minimum include landscape drawings, grading plans, complete architectural drawings, complete structural drawings with a structural calculation package showing all calculations performed for the project, mechanical, electrical sheets including load calculations for all services more than 600 amperes, and plumbing sheets. Where LP gas systems are to be installed, an isometric indicating the load calculations/system demand and supply shall be provided with a layout sheet and LP tank location shown on the plans. Where special conditions exist, the building official is authorized to require additional construction documents, including but not limited to, a geotechnical report to be prepared by a registered design professional, and submitted with the permit submittal package.

Exception: The building official is authorized to waive the submission of construction documents and other data not required to be prepared by a registered design professional if it is found that the nature of the work applied for is such that review of construction documents is not necessary to obtain compliance with this code.

( Ord. No. 2013-08, 9-3-2013 ; Ord. No. 2021-11 , § 2, 10-12-2021)



**TAB 4**

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# **TOWN COUNCIL**

**Agenda Item**

TOWN OF KIAWAH ISLAND

**ORDINANCE 2024-16**

**AN ORDINANCE TO AMEND ARTICLE 9 - BUILDING AND BUILDING CODES, CHAPTER 2.  
- ADMINISTRATION, DIVISION 6. - VIOLATIONS, SECTION. 9-125. - LICENSING  
REQUIREMENTS**

**WHEREAS**, the Town of Kiawah Island Municipal Code currently contains Article 9 - Building and Building Codes, and;

**WHEREAS**, the Town wishes to amend the current Chapter 2. – Administration, Division 6. - Violations, Section. 9-125. – Licensing Requirements and;

**WHEREAS**, the Town’s Building Department, upon further review, now finds that a language amendment is required.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.**

**Section 1                      Purpose**

The purpose of this Ordinance is to amend Chapter 2. – Administration, Division 6. - Violations, Section. 9-125. – Licensing Requirements as follows:

**Section 2                      Ordinance**

**Sec. 9-125. - Contractor Registration requirements.**

A person, firm, business, corporation, or other entity who engages in construction activity within the boundaries of the Town of Kiawah Island and fails to obtain a Town of Kiawah Island contractor registration or is found to be an unlicensed contractor as required by the South Carolina Code of Laws, shall be subject to a maximum ordinance violation penalty of \$500.00. Each day the violation exists is a separate offense.

**Section 3                      Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances, or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

**Section 4**                    **Effective Date and Duration**

This Ordinance shall be effective upon its enactment by the Town Council for the Town of Kiawah Island.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 2<sup>ND</sup> DAY OF JULY 2024.**

\_\_\_\_\_  
**Bradley D. Belt, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading: June 4, 2024

2<sup>nd</sup> Reading: July 2, 2024

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**Sec. 9-125. Licensing Contractor Registration -requirements.**

A person, firm, business, corporation, or other entity who engages in construction activity within the boundaries of the Town of Kiawah Island and fails to obtain a Town of Kiawah Island contractor ~~license,~~ registration, or is found to be an unlicensed contractor as required by the South Carolina Code of Laws, shall be subject to a maximum ordinance violation penalty of \$500.00. Each day the violation exists is a separate offense.

( Ord. No. 2013-08, 9-3-2013 ; Ord. No. 2015-01 , § 2.10, 2-10-2015)



**TAB 5**

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# **TOWN COUNCIL**

**Agenda Item**

## ORDINANCE 2024-19

### AN ORDINANCE TO AMEND ARTICLE 15, CHAPTER 2 – OFFENSES AGAINST PUBLIC PEACE TO ESTABLISH GUIDELINES FOR THE MANAGEMENT AND DISPOSAL OF LOOSE MATERIALS AND DEBRIS

**WHEREAS**, the Town of Kiawah Island Municipal Code currently contains Article 15, Chapter 2 - *Offenses Against Public Peace*; and

**WHEREAS**, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend *Article 15, Chapter 2* to address and manage loose materials and debris to ensure public safety and environmental cleanliness; and

**WHEREAS**, the Town of Kiawah Island desires to enforce stricter control over the disposal and handling of loose materials to prevent public nuisances and enhance community welfare.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.**

#### **Section 1**                      **Purpose**

The purpose of this Ordinance is to amend Article 15, Chapter 2 – *Offenses Against Public Peace* to enhance public safety and prevent hazards on roadways by regulating the securing of loads on vehicles and the containment of loose materials in dumpsters within the Town of Kiawah Island.

#### **Section 2**                      **Ordinance**

The Town hereby establishes and enacts *Section 15-216* entitled “Loose materials” as shown in the attached “**Exhibit A.**”

#### **Section 3**                      **Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances, or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

**Section 4**                    **Effective Date and Duration**

This Ordinance shall be effective upon its enactment by the Town Council for the Town of Kiawah Island.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS 2<sup>ND</sup> DAY OF JULY 2024.**

\_\_\_\_\_  
**Bradley D. Belt, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading: June 4, 2024

2<sup>nd</sup> Reading: July 2, 2024

## EXHIBIT A

Section 2-516. – Loose materials.

- (a) For the purpose of this section, the following definitions shall apply:
1. Commercial Vehicle: Any motor vehicle used for the transportation of goods or passengers in the course of business.
  2. Covered Dumpster: A dumpster that is equipped with a lid or covering mechanism to prevent the escape of waste materials and to deter access by animals.
  3. Dumpster: A large waste container designed for the temporary storage and collection of garbage and other waste materials.
  4. Load: Any material transported on or within a commercial vehicle, including but not limited to debris, equipment, goods, or other objects.
  5. Personnel: All persons, employees, contractors, or agents that own, operate, manage, supervise, maintain, or accompany a commercial vehicle.
- (b) All personnel shall properly fasten and cover a load on a commercial vehicle using appropriate methods and equipment to prevent spillage, dislodgment, or any movement during transport.
- (c) No personnel shall scatter, spill, or otherwise deposit any materials or substances on any roadway within the Town of Kiawah Island in a manner that obstructs or endangers travel, causes damage to persons or vehicles, or poses a threat to public safety. This prohibition applies to all materials and substances, irrespective of their nature and quantity, including but not limited to gravel, rocks, sand, chemicals, liquids, garbage, waste, construction debris, and any other items that may create a hazard or obstruction on roadways.
- (d) Any such personnel responsible for scattering, spilling or otherwise depositing materials on a roadway shall promptly take all necessary and reasonable measures to clean and remove the materials from the roadway to prevent hazards to motorists, pedestrians, and the environment.
- (e) Should the person responsible for scattering, spilling or otherwise depositing materials on a roadway fail to clean or cause to be cleaned the roadway promptly and in accordance with the standards outlined in Section (d) above, the Town of Kiawah Island Department of Public Works or any law enforcement officer is authorized to remove the materials. Such responsible person shall bear the full cost of such removal, including all related administrative and operational fees.
- (f) All dumpsters used for the storage or disposal of waste materials within the Town of Kiawah Island shall be covered at all times except during the actual loading or unloading of garbage and other waste materials. Covered dumpsters shall be maintained in good and commercially reasonable condition to ensure that any cover or covers effectively prevent the escape of waste materials and deters access by animals.
- (g) Any personnel or person found guilty of violating this section shall be subject to penalties as determined by the Town of Kiawah Island Municipal Court pursuant to Town of Kiawah Island Municipal Code article 6, chapter 1, section 6-106, including fines and restitution for any

damages or cleanup costs incurred by the Town. The Town of Kiawah Island, its officials, employees, or agents shall not be held liable for any damages resulting from the removal of materials under this section, except in cases of negligence or willful misconduct.

- (h) The Town of Kiawah Island Department of Public Works and law enforcement agencies are authorized to enforce this section and issue citations for violations. Violations of this section may also be reported by members of the public to the appropriate authorities for investigation and enforcement.

## EXHIBIT A

Section 2-516. – Loose materials.

(a) For the purpose of this section, the following definitions shall apply:

1. Commercial Vehicle: Any motor vehicle used for the transportation of goods or passengers in the course of business.
2. Covered Dumpster: A dumpster that is equipped with a lid or covering mechanism to prevent the escape of waste materials and to deter access by animals.
3. Dumpster: A large waste container designed for the temporary storage and collection of garbage and other waste materials.
4. ~~1-~~ Load: Any material transported on or within a commercial vehicle, including but not limited to debris, equipment, goods, or other objects.
5. Personnel: All persons, employees, contractors, or agents that own, operate, manage, supervise, maintain, or accompany a commercial vehicle.

~~2. Securing of Load: The act of~~(b) All personnel shall properly ~~fastening~~fasten and ~~covering~~cover a load on a commercial vehicle using appropriate methods and equipment to prevent spillage, dislodgment, or any movement during transport.

~~3. Dumpster: A large waste container designed for the temporary storage and collection of garbage and other waste materials.~~

~~4. Covered Dumpster: A dumpster that is equipped with a lid or covering mechanism to prevent the escape of waste materials and to deter access by animals.~~

(~~b~~c) No ~~person~~personnel shall scatter, spill, or otherwise deposit any materials or substances on any roadway within the Town of Kiawah Island in a manner that obstructs or endangers travel, causes damage to persons or vehicles, or poses a threat to public safety. This prohibition applies to all materials and substances, irrespective of their nature and quantity, including but not limited to gravel, rocks, sand, chemicals, liquids, garbage, waste, construction debris, and any other items that may create a hazard or obstruction on roadways.

(~~e~~d) Any ~~person~~such personnel responsible for scattering, spilling or otherwise depositing materials on a roadway shall promptly take all necessary and reasonable measures to clean and remove the materials from the roadway to prevent hazards to motorists, pedestrians, and the environment.

(~~e~~e) Should the person responsible for scattering, spilling or otherwise depositing materials on a roadway fail to clean or cause to be cleaned the roadway promptly and in accordance with the standards outlined in Section (~~e~~d) above, the Town of Kiawah Island Department of

Public Works or any law enforcement officer is authorized to remove the materials. Such responsible person shall bear the full cost of such removal, including all related administrative and operational fees.

- (ef) All dumpsters used for the storage or disposal of waste materials within the Town of Kiawah Island shall be covered at all times except during the actual loading or unloading of garbage and other waste materials. Covered dumpsters shall be maintained in good and commercially reasonable condition to ensure that any cover or covers effectively prevent the escape of waste materials and deters access by animals.
- (fg) Any personnel or person found guilty of violating this section shall be subject to penalties as determined by the Town of Kiawah Island Municipal Court pursuant to Town of Kiawah Island Municipal Code article 6, chapter 1, section 6-106, including fines and restitution for any damages or cleanup costs incurred by the Town. The Town of Kiawah Island, its officials, employees, or agents shall not be held liable for any damages resulting from the removal of materials under this section, except in cases of negligence or willful misconduct.
- (gh) The Town of Kiawah Island Department of Public Works and law enforcement agencies are authorized to enforce this section and issue citations for violations. Violations of this section may also be reported by members of the public to the appropriate authorities for investigation and enforcement.

<b>Summary report:</b>	
<b>Litera Compare for Word 11.4.0.111 Document comparison done on 6/10/2024 7:57:48 PM</b>	
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<u>Move To</u>	0
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<del>Table Delete</del>	0
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<del>Table moves from</del>	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
<b>Total Changes:</b>	<b>42</b>



**TAB 6**

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# **TOWN COUNCIL**

**Agenda Item**

TOWN OF KIAWAH ISLAND

**ORDINANCE 2024-04**

**AN ORDINANCE TO AMEND THE TOWN OF KIAWAH ISLAND MUNICIPAL CODE  
ARTICLE 2 – GENERAL GOVERNMENT AND ADMINISTRATION, CHAPTER 2. –  
MUNICIPAL COUNCIL, SECTION 2-205. – MAYOR PRO TEMPORE**

**WHEREAS**, the Town of Kiawah Island Municipal Code currently contains Article 2, Chapter 2, *Section 2-205 – Mayor Pro Tempore*; and

**WHEREAS**, the Town of Kiawah Island now finds that, upon further review, it is advisable to amend *Article 12, Chapter 2, Section 2-205 – Mayor Pro Tempore* to implement a revised election protocol and clarify certain conditions associated therewith.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.**

**Section 1                      Purpose**

The purpose of this Ordinance is to amend Article 2, Chapter 2, *Section 2-205 – Mayor Pro Tempore* to update the election process and clarify specific procedural conditions for electing a Mayor Pro Tempore.

**Section 2                      Ordinance**

The Town hereby amends Section 2-205. Mayor pro tempore. as shown in the attached “**Exhibit A.**”

**Section 3                      Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances, or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

**Section 4                      Effective Date and Duration**

This Ordinance shall be effective upon its enactment by the Town Council for the Town of Kiawah Island.

PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND  
ON THIS \_\_\_\_ DAY OF \_\_\_\_\_ 2024.

\_\_\_\_\_  
Bradley D. Belt, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Petra Reynolds, Town Clerk

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

DRAFT

**EXHIBIT A**

Sec. 2-205. - Mayor pro tempore.

(a) Pursuant to S.C. Code Ann. § 5-7-190, immediately after any general election for the municipal council, the council shall elect from its membership a mayor pro tempore for a term of not more than two years. After any Town Council or Mayoral election, the council may, at the first meeting of the newly constituted council, elect from its membership a mayor pro tempore to serve for a term of not more than two years.

(b) The mayor pro tempore shall act as mayor during the absence or disability of the mayor. If a vacancy occurs in the office of mayor, the mayor pro tempore shall serve until a successor is elected.

(c) In the event of the sickness or temporary absence of the mayor pro tempore, while acting as mayor, the council members present shall elect a presiding officer. In the event of the resignation, permanent absence, or the expiration of the two-year term of the mayor pro tempore, the mayor and council shall elect a council member to serve as mayor pro tempore until the next election.

DRAFT



**TAB 7**

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# **TOWN COUNCIL**

**Agenda Item**

**Town of Kiawah Island Zoning Ordinance Amendment Request**  
**Case AZO24-000007**

**Planning Commission Meeting: June 5, 2024**  
**Public Hearing and First Reading: July 2, 2024**  
**Second Reading:**

**CASE INFORMATION**

Applicant: Town of Kiawah Island

Application: The Town of Kiawah is requesting to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance Article II. Zoning, Division 5. General Procedural Requirements*, establishing Sec. 12-169. Stormwater Management Plan Review.

Key Factors of the Proposed Ordinance:

The purpose of the proposed zoning amendment is to enhance stormwater management best management practices for purposes of reducing flooding, protecting water quality, controlling erosion, fill and managing runoff. This proposed ordinance provides the Town with greater ability to review and administer stormwater standards and best management practices for low impact development and green infrastructure.

The proposed ordinance would be applicable to all development types including single family residential, non-single family residential and commercial development projects and would require a stormwater management plan for review and approval.

No lot shall be built upon, graded, or filled without the Planning Director or Building Official's prior approval of a stormwater management plan. The stormwater management plan and construction specifications must be stamped and signed by a registered engineer or landscape architect actively licensed in the state of South Carolina. All stormwater plans must include a scaled site plan and survey illustrating all existing and proposed topographical features of the lot, existing and proposed drainage flow patterns, with a site narrative describing the means and methods of preventing adverse impacts to adjacent and or downstream properties. The following site changes shall require the submittal of a stormwater management plan:

- a. Any new building construction, new impervious source or replacement of impervious surfaces, which cumulatively exceed 500 square feet in area.
- b. Adding fill or recontouring of twenty (20) percent or more of the existing lot area.

**RECOMMENDATION BY THE PLANNING COMMISSION**

Pursuant to §12-158(3) of the *Land Use Planning and Zoning Ordinance* "The Planning Commission shall review the proposed text amendment and/or zoning map amendment and take action, recommending that the Town Council approve or deny the proposed amendment. The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. The Planning Commission's recommendation shall be based on the approval criteria of subsection (6) of this section. The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. A simple majority vote of Planning Commission members present, and voting shall be required to approve the amendment."

**DECISION ON AMENDMENT BY THE TOWN COUNCIL**

Pursuant to §12-158(5) of the *Land Use Planning and Zoning Ordinance* "After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings,

and any time after the close of the public hearing, take action to approve, approve with modifications, or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present, and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment.

#### **APPROVAL CRITERIA**

Pursuant to §12-158(6) of the *Land Use Planning and Zoning Ordinance*, (6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:

- a. The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;
- b. The proposed amendment is consistent with the purposes and intent of this article;
- c. The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;
- d. The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.

#### **PLANNING COMMISSION MEETING – JUNE 5, 2024**

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

**On June 5, 2024, the Planning Commission Recommended approval of the proposed ordinance amendment by a vote of 6 to 1.**

The Planning Commission highlighted the need to incorporate a qualifying factor for smaller lots. Planning staff incorporated a distinction between lots greater than 12,000 square feet and those less than 12,000 sqft in size, granting administrative discretion for lots less than 12,000 square feet in size.

#### **PLANNING STAFF REVIEW & COMMENTS**

**Planning staff finds the proposed amendment satisfies the approval criteria pursuant to §12-158(6) and recommends approval.**

The proposed text amendment is consistent with the Town's Comprehensive Plan as this amendment derives as a recommendation from the Comprehensive Marsh Management Plan, and the Flood Mitigation and Sea Level Rise Adaptation Report.

*Recommendation: Strictly limit impermeable surfaces, formalize stormwater BMPs for private properties. Justification: Current stormwater regulations simply direct designers to convey water to the critical line or other outfall point, without consideration of its potential effects on the marsh. Low Impact Development (LID) is an integrated, comprehensive approach to land development or redevelopment that works with nature to manage stormwater as close to its source as possible. LID practices can protect local water quality and reduce urban flooding through best practices in stormwater management. Widespread implementation will also reduce pollution of the marsh by filtering and nutrient retention.” – 2023 CMMP*

The proposed text amendment adopts language to allow enforcement of current DHEC standards and

greater Town of Kiawah Island standards for all developments as it pertains to stormwater and best management practices. As a subsequent step administratively, a Stormwater Management Plan Application is developed as part of the permitting process which outlines more detailed requirements for the applicant to submit for review. These may include but not limited to:

- A scaled site plan corresponding with a current survey, illustrating contour/topography lines, property boundaries, scale, and property ownership information (address, TMS#, etc.)
- Narrative describing means and methods of preventing adverse impacts to adjacent, downstream, and/or surrounding properties.
- Lot elevation at property corners, building pad, and lot elevations 10' within adjacent properties (this must be determined when adding fill to the property line)
- Spot elevations of low points
- DHEC-OCRM Critical Line and/or Baseline and Setback line
- Easements (include recording numbers if applicable)
- Existing and proposed structures including setbacks
- Location of trees to be removed and saved
- Location of existing and proposed stormwater drainage facilities such as roof downspouts, pipes, catch basins, grates, splash blocks, dispersion trenches, dispersion buffers, vegetated flow paths, infiltration trenches, etc.
- Existing and proposed structures (including bulkheads, retaining walls, etc.)
- Existing and proposed impervious surfaces such as driveways, patios, buildings, parking areas, sport courts etc.
- Proposed drainage flow patterns for surface runoff
- Construction details for proposed stormwater drainage facilities
- Location of adjacent public stormwater drainage facilities such as ditches and catch basins
- Location of water and sanitary sewer service
- Proposed temporary erosion and sediment control measures such as silt fencing, construction entrances, interceptor swales, concrete washouts etc. (Shown on plan)

In administering the standards for substantial developments, staff recommends a consulting engineer be hired to review stormwater management plans for larger projects and require applicants to submit inspection reports as recommended. Additionally provide advance training for TOKI staff to review and inspect single family projects. A water quality fee (stormwater) may be used to assist recommended offset of review costs.

Planning staff has outlined a comprehensive approach to regulatory changes for stormwater management for the Town of Kiawah Island which are being phased with the Planning Commission with inputs from the CMMP workgroup and the Environmental Committee. The proposed text amendment is one step of a phased approach to comprehensive regulatory changes. These include:

- Implementation of low impact development and green infrastructure best management practices.
- Adoption of greater stormwater management standards for Kiawah (engineered metrics)
- Modified onsite retention requirements and modified buffer standards for marsh and ponds
- Permeable requirements for driveways, parking and non-primary trails.
- Comprehensive review of lot coverage standards.

Continued efforts to educate and inform the community on best management practices will continue through collaboration with the CMMP and the Town's Communications Department.

**TOWN COUNCIL MEETING PUBLIC HEARING – JULY 2, 2024**

Notifications: Notice of this meeting has been published and posted in accordance with the Freedom of Information Act and the requirements of the Town of Kiawah Island.

# Town of Kiawah Island

Town of Kiawah Island Municipal Center  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455

July 2, 2024



1

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## COMPREHENSIVE STORMWATER MANAGEMENT STRATEGIES AND PROPOSED REGULATORY CHANGES

2

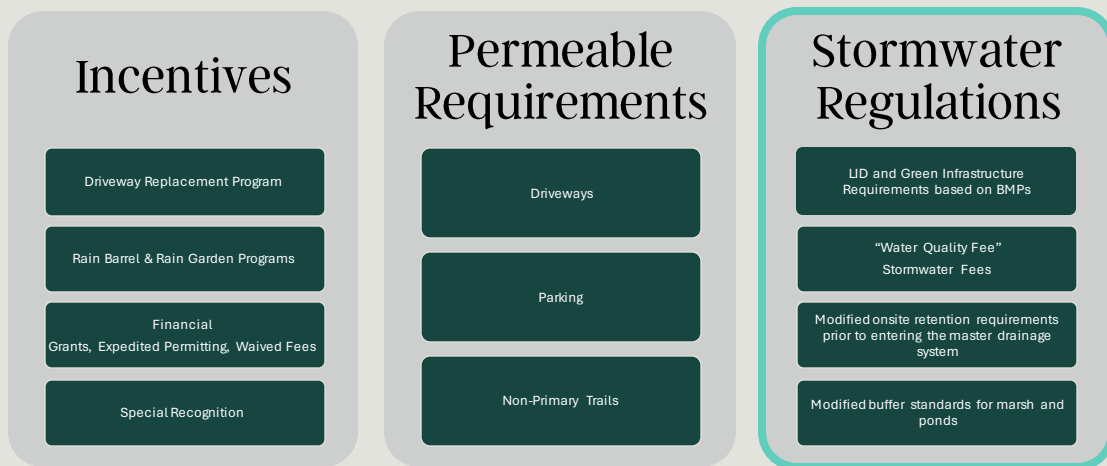
2

1

# Comprehensive Marsh Management Plan

- **Recommendation: Strictly limit impermeable surfaces, formalize stormwater BMPs for private properties.**
  - **Justification:** Current stormwater regulations simply direct designers to convey water to the critical line or other outfall point, without consideration of its potential effects on the marsh. Low Impact Development (LID) is an integrated, comprehensive approach to land development or redevelopment that works with nature to manage stormwater as close to its source as possible. LID practices can protect local water quality and reduce urban flooding through best practices in stormwater management. Widespread implementation will also reduce pollution of the marsh by filtering and nutrient retention.

# Opportunities and Pathways



# A Comprehensive Approach to Kiawah's Stormwater Regulatory Changes

- **Implementation of Low Impact Development and Green Infrastructure BMPs**
- **Greater Stormwater Management Standards for Kiawah**
  - Requirements of onsite management before entering master drainage system
- **Coordination and Input from Professional Engineers**
  - **Staff has coordinated with various entities to receive general input and or recommendations from professional engineers for the proposed regulatory changes for Kiawah Island.**
    - Kiawah Island Community Association
    - Charleston County Public Works Department (Stormwater)
    - Weston & Sampson Town of James Island
    - Town of Sullivans Island



# Stormwater

What is it and what do we do to control it?

## What is stormwater?



Stormwater is water that originates from precipitation events, snowmelt, or runoff

**Stormwater is urban and agricultural – rain falls everywhere!**

7

7

## How is stormwater managed?

- **Control flooding** by installing, cleaning, and maintaining stormwater infrastructure such as curbs and gutters, street inlets, pipes, ditches, culverts, detention ponds, etc.
- **Regulate development** by setting design standards, providing technical guidance, reviewing plans for development and redevelopment, inspecting construction sites, and enforcing regulations.
- **Prevent pollution** by educating the public, implementing clean water programs, inspecting and monitoring runoff, complying with federal and state regulations, and enforcing water quality standards set by the Clean Water Act.

8

8

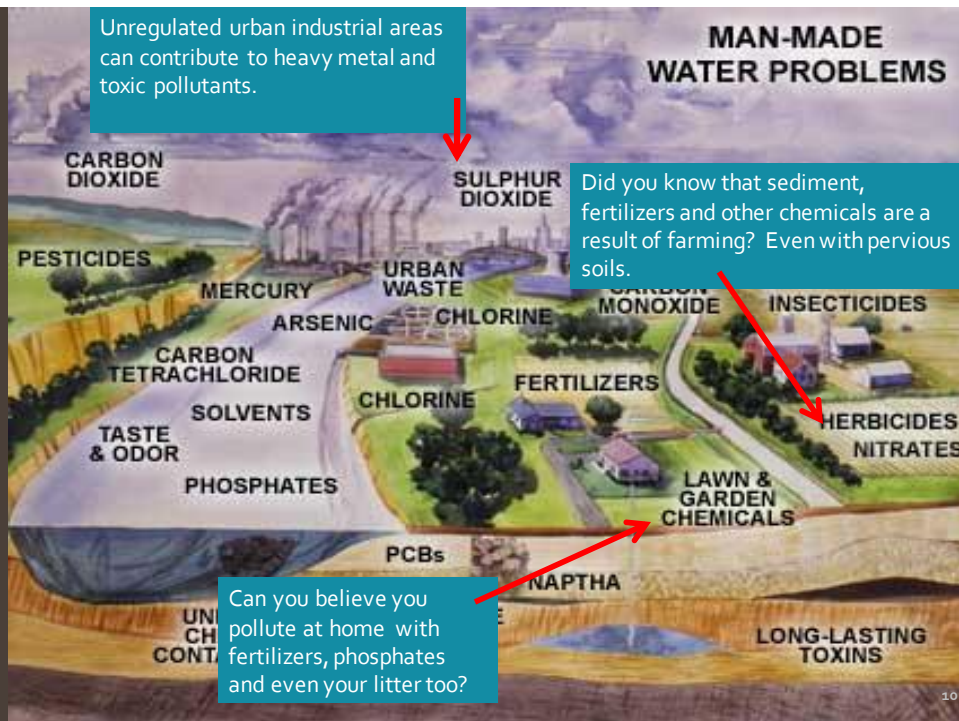
# Stormwater Management Plan Components

- Water Quantity Controls
- Water Quality Controls
- Erosion and Sedimentation Controls
- Stormwater Conveyance Controls
- Maintenance Scheduled for Construction and Post Construction.

# Controlling Runoff = Controlling Stormwater

The three types of runoff that contribute to controlling stormwater quality are:

- Rural Runoff.
- Urban Runoff
- Suburban Runoff



Currently only approx. 2.5% of construction projects on Kiawah Island are regulated for stormwater management.

South Carolina Department of Health and Environmental Control (SCDHEC) requires projects larger than 1 acre to get a NPDES (National Pollutant Discharge Elimination System) Construction General Permit.

Most of our local coastal communities have created their own utility and become a MS4 (Municipal Separate Storm Sewer System) that own the stormwater infrastructure. Several partner with Charleston County for administrative and regulatory support. The Town of Kiawah would not qualify for that partnership as KICA, a private entity, owns and operates the master drainage system for the island. The State of South Carolina has over 70 regulated small MS4s.

Many of the coastal MS4s have adopted additional requirements above the DHEC and Charleston County Stormwater Program.

Mt. Pleasant – specific ordinance for Single Family Stormwater Management  
Town of James Island – supplemental Stormwater Design Standards for both single family residences and non single family sites.



Best Management Practices require concrete washouts, a simple detail that allows leftover concrete to be removed from a construction site.

**Recommendations**

- 1. Adopt language to allow enforcement of current DHEC standards for all construction sites on the island. ( Town of Sullivans Island)
- 2. Develop a Stormwater Management Plan Application
- 3. Hire a consulting engineer to review stormwater management plans for larger projects and require applicants to submit inspection reports as recommended.
- 4. Provide for advance training for TOKI staff to review and inspect single family projects.

**PROPOSED  
ZONING TEXT  
AMENDMENT**

AZO24-000007  
Stormwater  
Management  
Plan

## Proposed Text Amendment

### #AZO24-000007 Stormwater Management Plan

Objective: To require a stormwater management plan for development projects

#### Division 5. General Procedural Requirements; Section 12-169 Stormwater Management Plan

No lot shall be built upon, graded or filled without the Planning Director or Building Official's prior approval of a stormwater management plan. The stormwater management plan and construction specifications must be stamped and signed by a registered engineer or landscape architect actively licensed in the state of South Carolina. All stormwater plans must include a scaled site plan and survey illustrating all existing and proposed topographical features of the lot, existing and proposed drainage flow patterns, with a site narrative describing the means and methods of preventing adverse impacts to adjacent and or downstream properties. The following site changes shall require the submittal of a stormwater management plan:

- a. Any new building construction, new impervious source or replacement of impervious surfaces, which cumulatively exceed 500 square feet in area.
- b. Adding fill or recontouring of twenty (20) percent or more of the existing lot area (qualified by lot size)

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## Zoning Ordinance Text & Map Amendment Applications: Recommendation by the Planning Commission

Section 12-158(3) of the Zoning Ordinance states "The Planning Commission shall review the proposed text amendment and/or zoning map amendment and **take action, recommending that the Town Council approve or deny the proposed amendment.** The Planning Commission may hold a public hearing in accordance with the procedures in section 12-156. **The Planning Commission's recommendation shall be based on the approval criteria of subsection (6) of this section.** The Planning Commission shall submit its recommendation to the Town Council within 30 working days of the Planning Commission meeting at which the amendment was introduced. **A simple majority vote of the Planning Commission members present and voting shall be required to approve the amendment.**"

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## Zoning Ordinance Text & Map Amendment Applications: Approval Criteria

**(6) Approval criteria. Text and zoning map amendments to the ordinance may be approved if the following approval criteria have been met:**

- a. *The proposed amendment is consistent with the purposes and intent of the adopted Town of Kiawah Island Comprehensive Plan;*
- b. *The proposed amendment is consistent with the purposes and intent of this article;*
- c. *The purpose of the proposed amendment is to further the general health, safety and welfare of the Town of Kiawah Island;*
- d. *The proposed amendment corrects an error or inconsistency or meets the challenge of a changed condition.*

**Staff finds the proposed text amendment consistent with each of the outlined criteria.**

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## Town of Kiawah Island Zoning Text Amendment Application(s)

**Case# AZO24-000007**

**Planning Commission Meeting: June 5, 2024**

**Planning Commission Recommended Approval by a vote of 6-1**

**Town Council Public Hearing and First Reading: July 2, 2024**

**Second Reading: TBD**

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## Zoning Ordinance Text and Map Amendment Applications: Decision on Amendment by the Town Council

Section 12-158(5) states "After receiving the recommendation of the Planning Commission, the Town Council shall hold one or more public hearings, **and any time after the close of the public hearing, take action to approve, approve with modifications or deny the proposed amendment based on the approval criteria of subsection (6) of this section. A simple majority vote of Town Council members present and voting shall be required to approve the amendment. Zoning map amendments shall not be approved with conditions. Prior to action on a proposed code text amendment, the Town Council may, in the exercise of its legislative discretion, invoke the "pending ordinance doctrine" by ordinance so that no building permits shall be issued for structures which would be affected by the proposed amendment until the Town Council has rendered its decision on the proposed amendment."**

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TOWN OF KIAWAH ISLAND

**ORDINANCE 2024-20**

**An Ordinance to Amend Chapter 12 – Land Use Planning and Zoning Ordinance Article II. Zoning, Division 5. General Procedural Requirements, establishing Sec. 12-169. Stormwater Management Plan Review to enhance stormwater management best management practices for purposes of reducing flooding, protecting water quality, controlling erosion, fill and managing runoff.**

**WHEREAS**, the Town of Kiawah Island Municipal Code currently contains *Chapter 12 - Land Use Planning and Zoning*; and

**WHEREAS**, the Town of Kiawah Island now finds that, upon further review, it is in the public interest to amend the *Town of Kiawah Island Land Use Planning and Zoning Ordinance* to implement standards relative to stormwater management; and

**WHEREAS**, the text amendment would be consistent with the purposes and intent of the adopted Comprehensive Plan and would not be detrimental to the public health, safety, and welfare of the Town of Kiawah Island; and

**WHEREAS**, the text amendment would be consistent with the recommendations of the *Town of Kiawah Island’s Comprehensive Marsh Management Plan* and the *Town of Kiawah Island’s Flood Mitigation and Sea Level Rise Adaptation Report* for purposes of addressing stormwater runoff concerns for both water quantity and water quality; and

**WHEREAS**, the Planning Commission held a meeting on June 5, 2024 at which time a presentation was made by staff, and an opportunity was given for the public to comment on the text amendment request; and

**WHEREAS**, the Planning Commission, after consideration of the staff report, subsequently voted to recommend to Town Council that the proposed amendment be approved; and

**WHEREAS**, Town Council held a Public Hearing on July 2, 2024 providing the public an opportunity to comment on the proposed amendment.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.**

**Section 1                      Purpose**

The purpose of this Ordinance is to amend Chapter 12 - Land Use Planning and Zoning Ordinance to provide for review and use of best management practices for stormwater management and construction practices for the purposes of reducing flooding, protecting local water quality, managing storage and treatment of stormwater runoff, reducing pollution of the marsh, reducing erosion, and managing fill as a result of construction activities.

**Section 2**

**Ordinance**

(1) The Town hereby establishes Section 12-169. Stormwater Management Plan Review as shown in the attached “**Exhibit A,**” which is hereby incorporated herein by reference.

**Section 3**

**Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

**Section 4**

**Effective Date and Duration**

This Ordinance shall be effective upon its enactment by Town Council for the Town of Kiawah Island.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS \_\_\_\_ DAY OF \_\_\_\_, 2024.**

\_\_\_\_\_  
**Bradley D. Belt, Mayor**

**ATTEST:**

**By:**

\_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading: July 2, 2024

2<sup>nd</sup> Reading:

DRAFT  
(Proposed New Ordinance Section)

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**Sec. 12-169. Stormwater Management Plan Review.**

The purpose of this section is to provide for review and use of best management practices for stormwater management and construction practices for the purposes of reducing flooding, protecting local water quality, managing storage and treatment of stormwater runoff, reducing pollution of the marsh, reducing erosion, and managing fill as a result of construction activities.

1. *Applicability.*
  - a. *Generally.* A stormwater management plan is required to be submitted to the Town for review in accordance with the provisions contained within this section for the following site changes:
    - i. All new construction, exterior remodeling involving a change in the building footprint, parking areas or other impervious surfaces, change of use that results in a more intense use, or additions to any site which cumulatively exceeds 500 square feet in area.
    - ii. Adding fill or recontouring of twenty (20) percent or more of the existing lot area for lots which are 12,000 square feet or greater in size.
    - iii. Adding fill or recontouring a lot less than 12,000 square feet in size that would impact the stormwater management as determined by the Planning Director.
2. *Application.* No zoning or building permit shall be issued for a development project until a stormwater management plan has been reviewed and approved in accordance with the provisions contained within this section.
3. *Procedures for issuance of stormwater management plan approval.*
  - a. Stormwater management plans shall be reviewed and are subject to the approval of the Planning Director or Building Official. For development projects requiring site plan review approval, pursuant to Sec. 12-162 Site Plan Review, the Planning Director may consult with an external engineer to provide review of submitted stormwater management plans.
  - b. A stormwater management plan may be approved, approved with conditions, or denied.
4. *Submittal Requirements.* The property owner or designated representative shall initiate stormwater management review by filing an application with the Planning Director. The contents of the application shall be included on a form developed by the Town, as may be amended from time to time.
  - a. The stormwater management plan and construction specifications must be stamped and signed by a registered engineer or landscape architect actively licensed in the State of South Carolina.
  - b. All stormwater plans must include:
    - i. A scaled site plan and survey illustrating all existing and proposed topographical features of all respective lot or lots;
    - ii. Existing and proposed drainage flow patterns;
    - iii. A site narrative describing the means and methods of preventing adverse impacts to adjacent, downstream, and/or surrounding properties; and
    - iv. Such other reasonable and pertinent information, materials, design specifications and maintenance schedules with regard to the stormwater, the subject property, or neighboring lots as the Planning Director may find necessary to carry out the purposes and intent of this section and to ensure compliance with South Carolina Department of Health and Environmental Control (DHEC) and the Town of Kiawah Island standards.

DRAFT  
(Proposed New Ordinance Section)

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- c. Inspection reports shall be submitted for review for development projects greater than 20,000 square feet in size or as recommended by the Planning Director or its designee.

DRAFT

## **STORMWATER MANAGEMENT PLAN CERTIFICATION**

A Stormwater Management Plan with Narrative/Plan Notes must be submitted with all Building Permit applications for residential and nonresidential construction projects meeting the following criteria:

- All new construction, exterior remodeling involving a change in the building footprint, parking areas or other impervious surfaces, change of use that results in a more intense use, or additions to any site which cumulatively exceeds 500 square feet in area.
- Adding fill or recontouring of twenty (20) percent or more of the existing lot area for lots which are 12,000 square feet or greater in size.
- Adding fill or recontouring a lot less than 12,000 square feet in size that would impact the stormwater management as determined by the Planning Director.

This plan shall be a separate sheet(s) included with the Building Permit Application submittal and must be prepared by an engineer and/or landscape architect licensed in South Carolina. The plan must comply with SCDHEC and the Town of Kiawah Island Standards.

**Owners Name** \_\_\_\_\_ **Building Permit #** \_\_\_\_\_

**Project Address** \_\_\_\_\_ **TMS #** \_\_\_\_\_

**Contractor's Name** \_\_\_\_\_

**PE/RLA Name** \_\_\_\_\_

### **Stormwater Plan & Survey**

- Signed Stormwater Management Plan Certification form
- A scale site plan corresponding with a current survey, illustrating contour/topography lines, property boundaries, scale and property ownership information ( address (TMS# etc.)
- Lot elevation at property corners, building pad and lot elevations 10' within adjacent properties (this must be determined when adding fill to the property line)
- Spot elevations of low areas.
- DHEC-OCRM Critical Line and/or Baseline and Setback line
- Easements ( include recording numbers if applicable).
- Existing and proposed structures including setbacks
- Location of all trees, including those to be removed and tree protection.
- Location of existing and proposed drainage facilities such as roof downspouts, pipes, catch basins, grates, splash blocks, dispersion trenches, infiltration trenches, etc.
- Existing and proposed structures (including bulkheads, retaining walls etc.)
- Proposed drainage flow patterns for surface runoff
- Construction details for proposed stormwater drainage facilities and BMP's
- Location of adjacent public stormwater drainage facilities such as ditches, catch basins.
- Location of water and sanitary sewer service.
- Proposed temporary erosion and sediment control measures such as silt fencing, construction entrances, interceptor swales etc.

### **Stormwater Management Narrative/Report**

## EXAMPLE STORMWATER APPLICATION

- Summary of existing and new impervious areas
- Summary of drainage design for surface runoff where no area drains and pipe collection systems are proposed.
- Summary of proposed Best Management Practices (BMP's) and confirmation of regular inspection and maintenance schedule of onsite BMP's.

\*\*\* An as built survey may be required for any new construction and substantial improvement.

### Note the following statement on the Stormwater Plan:

*"I, \_\_\_\_\_ (print name here) am a professional engineer or registered landscape architect in the State of South Carolina. The attached plans for \_\_\_\_\_ (street address) are in accordance with Zoning Ordinance 12-169 Stormwater Management Plan and I certify the means and methods proposed in this plan will prevent any adverse impacts to adjacent or downstream properties as a result of the permitted development.*

Under my credentials as a licensed professional engineer or registered landscape architect in South Carolina, I hereby certify that the stormwater control measures, BMP's and the final grading for this project, will be completed and maintained in accordance with the plans and specifications detailed. I further certify that a post-development as-built survey may be required to confirm compliance with the approved stormwater management plan prior to receiving a **Certificate of Completion** or prior to the issuance of a **Certificate of Occupancy**.

Property Owner's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Professional Engineer/RLA Signature : \_\_\_\_\_ Date: \_\_\_\_\_

Professional Engineer/ RLA Signature (required after construction): \_\_\_\_\_

Completion Date: \_\_\_\_\_ Staff Signature: \_\_\_\_\_



**TAB 8**

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# **TOWN COUNCIL**

**Agenda Item**



# Request for Town Council Action

**TO:** Mayor and Council Members

**FROM:** Dorota Szubert, Finance Director

**SUBJECT:** Amending Business License Fees Schedule

**DATE:** July 2, 2024

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## 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 1<sup>st</sup> to April 30<sup>th</sup>
- 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 If the Ways and Means Committee recommends approval, the Town Council amend the current ordinance to conform with current practice and amend the definition of non-residents in "Appendix A" of the current ordinance "to businesses having no fixed principal place of business within the County."

## ORDINANCE 2024-22

### AN ORDINANCE TO AMEND ARTICLE 4, FINANCE AND TAXATION, CHAPTER 3, MUNICIPAL BUSINESS LICENSES, SECTION 4-321. – CLASSIFICATION AND RATES, APPENDIX A: BUSINESS LICENSE RATE SCHEDULE

**WHEREAS**, the Town of Kiawah Island is authorized by S.C. Code Section 5-7-30 and Title 6, Chapter 1, Article 3 to impose a business license tax on gross income; and

**WHEREAS**, by Act No. 176 of 2020, known as the South Carolina Business License Tax Standardization Act and codified at S.C. Code Sections 6-1-400 to -420 (the “Standardization Act”), the South Carolina General Assembly imposed additional requirements and conditions on the administration of business license taxes; and

**WHEREAS**, on December 2, 2021, Ordinance No. 2021-14 was enacted on December 7, 2021, was enacted in order to comply with the requirements of the Standardization Act; and

**WHEREAS**, the Town of Kiawah Island now finds that, upon further review, it is advisable to amend Section 4-321. – Classification Rates, Appendix “A”; and

**WHEREAS**, the Town of Kiawah Island Town Council now wishes to amend Article 4 - Finance and Taxation, Chapter 3 - Municipal Business Licenses, Section 4-321. – Classification Rates, Appendix “A” to define non-residents.

**NOW, THEREFORE, BE IT ORDERED AND ORDAINED BY THE COUNCIL OF THE TOWN OF KIAWAH ISLAND, SOUTH CAROLINA, AND IT IS ORDAINED BY THE AUTHORITY OF SAID COUNCIL.**

#### **Section 1                      Purpose**

The purpose of this Ordinance is to amend Article 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses, Section 4-321. – Classification Rates, Appendix “A” to amend the definition of non-residents in “Appendix A” of the current ordinance “to businesses having no fixed principal place of business within the County.”

#### **Section 2                      Ordinance**

The Town hereby amends Article 4 – Finance and Taxation, Chapter 3 – Municipal Business Licenses, Section 4-321. – Classification And Rates, Appendix A: Business License Rate Schedule as shown in the attached “**Exhibit “A.”**”

**Section 3**                    **Severability**

If any part of this Ordinance is held to be unconstitutional, it shall be construed to have been the legislative intent to pass said Ordinance without such unconstitutional provision, and the remainder of said Ordinance shall be deemed to be valid as if such portion had not been included. If said Ordinance, or any provisions thereof, is held to be inapplicable to any person, group of persons, property, kind property, circumstances, or set of circumstances, such holding shall not affect the circumstances or set of circumstances, such holding shall not affect the applicability thereof to any other persons, property, or circumstances.

**Section 4**                    **Effective Date and Duration**

This Ordinance shall be effective upon its enactment by the Town Council for the Town of Kiawah Island.

**PASSED, APPROVED, AND ADOPTED BY THE COUNCIL FOR THE TOWN OF KIAWAH ISLAND ON THIS \_\_\_ DAY OF \_\_\_\_\_, 2024.**

\_\_\_\_\_  
**Bradley D. Belt, Mayor**

**ATTEST:**

**By:** \_\_\_\_\_  
**Petra Reynolds, Town Clerk**

1<sup>st</sup> Reading:

2<sup>nd</sup> Reading:

**APPENDIX A: BUSINESS LICENSE RATE SCHEDULE**

<b>RATE CLASS</b>	<b>INCOME: \$0 - \$2,000</b>	<b>INCOME OVER \$2,000</b>
	<b>BASE RATE</b>	<b>RATE PER \$1,000 OR FRACTION THEREOF</b>
1	\$50.00	\$1.95
2	\$55.00	\$2.15
3	\$60.00	\$2.35
4	\$65.00	\$2.55
5	\$70.00	\$2.75
6	\$75.00	\$2.95
7	\$80.00	\$3.15
8.1	\$70.00	\$2.40
8.2	Set by state statute	
8.3	MASC Telecommunications	
8.4	MASC Insurance	
8.51	\$12.50 plus \$12.50 per machine	
8.52	\$12.50 plus \$180.00 per machine	
8.6	\$5 or 12.50 per table plus per \$1,000, or fraction, over \$2,000	\$2.00
9.8	Promoters of Events	

**NON-RESIDENT RATES**

Unless otherwise specifically provided, all taxes and rates shall be doubled for nonresidents and itinerants having no fixed principal place of business within the ~~Municipality~~ County.

**DECLINING RATES**

Declining Rates apply in all Classes for gross income in excess of \$1,000,000, unless otherwise specifically provided for in this Ordinance.

<b><u>Gross Income in \$ Millions</u></b>	<b><u>Percent of Class Rate for each additional \$1,000</u></b>
0 - 1	100%
1 - 2	90%
2 - 3	80%
3 - 4	70%

OVER 4

60%

**CLASS 8 RATES**

Each NAICS number designates a separate subclassification. The businesses in this section are treated as separate and individual subclasses due to provisions of state law, regulatory requirements, service burdens, tax equalization considerations, and other factors that are deemed sufficient to require individually determined rates. In accordance with state law, the Municipality also may provide for reasonable subclassifications for rates, described by an NAICS sector, subsector, or industry, that are based on particularized considerations as needed for economic stimulus or for the enhanced or disproportionate demands on municipal services or infrastructure.

Non-resident rates do not apply except where indicated.

**8.1 NAICS 230000 – Contractors, Construction, All Types [Non-resident rates apply].**

Resident rates, for contractors having a permanent place of business within the Municipality County:

Minimum on first \$2,000 .....	\$ 70.00 PLUS
Each additional 1,000 .....	\$ 2.40

Non-resident rates apply to contractors that do not have a permanent place of business within the Municipality County. A trailer at the construction site or structure in which the contractor temporarily resides is not a permanent place of business under this Ordinance.

No contractor shall be issued a business license until all state and municipal qualification examination and trade license requirements have been met. Each contractor shall post a sign in plain view on each job identifying the contractor with the job.

Sub-contractors shall be licensed on the same basis as general or prime contractors for the same job. No deductions shall be made by a general or prime contractor for value of work performed by a sub-contractor.

No contractor shall be issued a business license until all performance and indemnity bonds required by the Building Code have been filed and approved. Zoning permits must be obtained when required by the Zoning Ordinance.

Each prime contractor shall file with the License Official a list of sub-contractors furnishing labor or materials for each project.

For licenses issued on a per-job basis, the total tax for the full amount of the contract shall be paid prior to commencement of work and shall entitle the contractor to complete the job without regard to the normal license expiration date. An amended report shall be filed for each new job and the appropriate additional license fee per \$1,000 of the contract amount shall be paid prior to commencement of new work. Only one base tax shall be paid in a license year. Licensees holding a per-job license shall file, by each April 30 during the continuation of the construction project, a statement of compliance, including but not limited to a revised estimate of the value of the

contract. If any revised estimate of the final value of such project exceeds the amount for which the business license was issued, the licensee shall be required to pay a license fee at the then-prevailing rate on the excess amount.

**8.2 NAICS 482 – Railroad Companies** (See S.C. Code § 12-23-210).

**8.3 NAICS 517311, 517312 – Telephone Companies.**

With respect to “retail telecommunications services” as defined in S. C. Code § 58-9-2200, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by a separate Ordinance (the “Telecommunications Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to retail telecommunications services are set forth in the Telecommunications Collections Ordinance.

**8.4 NAICS 5241 – Insurance Companies:**

Independent agents, brokers, their employees are subject to a business license tax based on their natural class. With respect to insurers subject to license fees and taxes under Chapter 7 of Title 38 and to brokers under Chapter 45 of Title 38, the Municipality participates in a collections program administered by the Municipal Association of South Carolina. The Municipality has approved participation in the collections program by separate Ordinance (the “Insurers and Brokers Collections Ordinance”). The rates, terms, conditions, dates, penalties, appeals process, and other details of the business license applicable to insurers and brokers are set forth in the Insurers and Brokers Collections Ordinance.

**8.51 NAICS 713120 – Amusement Machines, coin operated (except gambling).**

Music machines, juke boxes, kiddy rides, video games, pin tables with levers, and other amusement machines with or without free play feature licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(1) and (A)(2) [**Type I and Type II**].

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2746:

Per Machine .....	\$12.50 PLUS
Business license .....	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.51.

**8.52 NAICS 713290 – Amusement Machines, coin operated, non-payout.**

Amusement machines of the non-payout type or in-line pin game licensed by SC Department of Revenue pursuant to S.C. Code §12-21-2720(A)(3) [**Type III**].

For operation of all machines (not on gross income), pursuant to S.C. Code §12-21-2720(B):

Per Machine .....	\$180.00 PLUS
Business license .....	\$12.50

Distributors that sell or lease machines and are not licensed by the state as an operator pursuant to §12-21-2728 are not subject to Subclass 8.52.

**8.6 NAICS 713990 – Billiard or Pool Rooms, all types.**

A business that offers the use of billiard or pool tables shall be subject to business license taxation under its natural class for all gross income of the business, excluding the gross income attributable to the billiard or pool tables. In addition, the billiard or pool tables shall require their own separate business licenses pursuant to SC Code § 12-21-2746 and shall be subject to a license tax of \$5.00 per table measuring less than 3½ feet wide and 7 feet long and \$12.50 per table longer than that.

Minimum on first \$2,000 .....	\$5.00 or 12.50 per table PLUS
Per \$1,000, or fraction, over \$2,000	\$2.00

**9.8 NAICS 711320- Promoters of Performing Arts, Sports, and Similar Events**

Promoters of large events, with over 15 attendees, within the corporate limits of the Town of Kiawah Island shall be responsible for obtaining a Special Event Permit for a set fee based upon the estimated and actual total attendance at the event. The Special Event Permit will include licensing of the subcontractors and/or vendors who provide products and services for profit associated with the event.

Promoters of large not-for-profit events, with over 15 attendees, within the corporate limits of the Town of Kiawah Island, are not required to obtain a Special Event Permit; however, each of the subcontractors and/or vendors who provide products and services for profit associated with the event, shall be responsible for obtaining a Town of Kiawah Island Business License.

<u>Attendees</u>	<u>Special Event Permit Fee</u>
16 – 499	\$250
500 – 999	\$500
1,000-2,499	\$1,000
2,500-4,999	\$2,500
5,000-9,999	\$5,000
10,000-19,999	\$10,000
20,000 and over	\$20,000



**TAB 9**

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# **TOWN COUNCIL**

**Agenda Item**



# REQUEST FOR TOWN COUNCIL ACTION

**TO:** Mayor and Town Council Members  
**FROM:** Dorota Szubert Finance Director  
**SUBJECT:** Charleston Visitor Bureau (CVB) Budget Approval FY2025  
**DATE:** July 2, 2024

---

## **BACKGROUND:**

In August 2021, The Tourism Expenditure Committee (TERC), which is an oversight authority for State Accommodation Tax (SATAX) spending, adopted new reporting requirements for the local governments. One of the new requirements is that the Town provides documentation supporting the designation of a non-profit organization under S.C. Code 6-4-10(3) that engages in the advertising and promotion of tourism. These organizations are the recipients of SATAX revenue, generally referred to as “30% funds.” The Town has designated Charleston Visitor Bureau (CVB) of the “30% fund.”

The documentation required to be provided to TERC includes the annual budget for the designated organization, which needs to be reviewed by the local Accommodation Tax Committee and approved by the Town Council. The Town’s State Accommodation Tax (SATAX) Committee has reviewed the CVB’s FY 2025 Budget at its June meeting and recommended approval by the Town Council.

## **ACTION REQUESTED:**

To approve CVB’s FY2024-2025 budget.

Charleston Area Convention & Visitors Bureau / Explore Charleston		
FY 2024/25 Program of Work BUDGET		
	<u>Atax Eligible CVB Expenditures</u>	<u>Attributable to Kiawah Island</u>
Total Atax Budgeted from Municipality (Estimated Revenue to CVB)	\$11,503,802	\$843,000
Percent of Atax Revenue Received by CVB		7.33%
Total Atax Eligible Expenditures Applied to Municipality (Expense)	\$11,504,701	\$843,066
<b><i>DESTINATION MARKETING: (ADVERTISING, PROMOTIONAL MATERIALS, MARKETING SUPPORT and RESEARCH)</i></b>		
Destination Marketing has one goal: promote our community as the country's premier overnight destination. In developing and implementing Explore Charleston programs we ask ourselves "How will this expenditure generate an overnight visitor?" All significant tourism economic activity flows from creating overnight visitation.	\$5,991,509	\$439,059
<b><i>The CVB does not pay an outside advertising agency; instead, we invest in an in-house marketing team that negotiates all ad buys at agency rates with significant economies of scale.</i></b>		
All creative is developed in-house to protect "the brand" of our community. Ongoing investments in photography, videography, and written content keep the message fresh, and ensure complementary voice and aesthetic.		
<b><i>Our marketing strategy has layered advertising mediums that are constantly evolving and are intended to work together for maximum exposure and reach. Innovative electronic promotions are integral, yet print remains relevant.</i></b>		
Depending on the campaign, online digital, print, radio, television, OTT streaming and billboard advertising may be utilized and direct mail may be utilized.		
<b><i>Titles in our media plan for FY 24/25 include AAA World (various locations), AAA Living (various locations), Bon Appetit, Conde'Nast Traveler, SC Vacation Guide. Wedding specific advertising placements are planned with The Knot, Wedding Wire, Bridal Guide, Southern Bride, David's Bridal, and Heart of North Carolina Weddings. Additional projects include the Tennis Channel, initiatives through Sinclair Broadcast Group, AFAR, Better Homes &amp; Gardens, Essence Magazine, Food Network, Food &amp; Wine, Galerie, Garden &amp; Gun, Town &amp; Country, Veranda, Kingdom Magazine, Real Simple, Smithsonian Magazine, Southern Living, The New Yorker, Travel &amp; Leisure, and Western NC Magazine. Additionally, we leverage advertising in all our non stop fly markets.</i></b>		
Marketing plans support our important group sales initiatives through placements with CONNECT and Northstar Meetings Magazine. Active involvement through Virtuoso and Signature Travel Network are also important pieces of our promotional strategy in getting these exclusive and highly-sought-after travel advisors to recommend our area to avid travelers.		
<b><i>Annual publications created in-house for promotion through response pieces include: Charleston Area Visitors Guide, Charleston Area Golf Guide, Charleston Area Wedding Guide and the Charleston Area Destination Planning Guide for group business. We also now produce a guide intended to lift up Black-owned visitor-facing businesses, called Explore Black Charleston.</i></b>		
We employ a full-service mail team to distribute these guides at bulk rate, producing a savings that makes the mail center self-sufficient.		
<b><i>Explorecharleston.com, CharlestonAreaBeaches.com, CharlestonWeddingGuide.com, MeetCharleston.com and AfricanAmericanCharleston.com are cornerstones in Explore Charleston's promotional efforts. Our sites correspond to the printed publications mentioned above, and sites are updated for content and creative daily.</i></b>		
Constant investment in Google ad words is essential to keeping our websites at the top of potential traveler online searches. Contracts with Book Direct (formerly JackRabbit Systems) provide the booking referral engine behind our websites that lead to direct business.		

<i>A robust social media presence and social media campaign spend is critical to support promotional campaigns and reach a diverse online audience. Our team creates inspiring, customized editorial content for Instagram, Facebook, Twitter, Youtube, Pinterest, LinkedIn, TikTok, as well as our charlestonly.com/blog. Explore Charleston has garnered hundreds of thousands of followers from across the world and consistently outperforms industry averages for audience engagement.</i>		
All of our advertising is based on solid, current tourism research. Research is expensive and necessary in making sound advertising decisions. Various sources are utilized, to include Destinations International, the US Travel Association, Key Data, TravelClick, Datafy, Knowland, and CoStar (formerly <b>Smith Travel Research</b> ).		
<i>Locally, our paid partnership with the Office of Tourism Analysis in the Business Department at the College of Charleston proves invaluable in ensuring our ability to compile and analyze our key performance metrics. The College plays an integral role in capturing and collecting data as well.</i>		
<b>MEDIA EFFORTS:</b>		
Media Relations and communications about the Charleston area are critical components in the promotion of our community. While Destination Marketing efforts are paid placements, our Media team seeks what is known as "earned" media, meaning unpaid. Marketing and Media efforts work hand in hand for maximum program benefit.	\$1,128,331	\$82,684
<i>Relationship development is key in these efforts as we work with travel writers, editorial boards and other journalists to promote the Charleston area experience through earned media.</i>		
Creating unique and engaging itineraries for media visiting the region is essential in telling our area's story. Writers want new ideas and opportunities to continue producing fresh material for their readers.		
<i>Robust photo and video libraries are updated regularly to ensure content is current and relevant. This is essential as we work to assist journalists and broadcasters in telling their stories about our community. A picture is worth a thousand words, and a video even more.</i>		
Paid advertorial opportunities through D Weddings and Out Magazine are planned. Taking an advertorial approach complements our efforts because it appears editorial in nature, yet we are able to control the content.		
<i>Business development through media relations powerhouse Lou Hammond Group continues to prove beneficial in attracting new journalists to our community. Engagements with other media outlets, specifically those in the New York market, continue to be essential to our efforts.</i>		
Other development channels for our media team include activity through the Society of American Travel Writers, the Public Relations Society of America, National Association of Black Journalists, the US Travel Association, Travel South, and the British Guild of Travel Writers. These groups provide in-person opportunities to interact with media that we might not otherwise engage.		
<i>A blogger tour is planned to offer insight into Charleston area travel through the eyes of some of the top travel bloggers in the country.</i>		
Film projects are being researched that will provide exposure for our community, such as an opportunity with celebrity Chef Vivian Howard.		
<i>Clipping service contracts through Burrelles Luce, Meltwater News, and News Exposure allow our team to track media mentions and perform ROI to determine our most engaging writers and journalists.</i>		
<b>GROUP SALES, TRADESHOW and INDUSTRY EFFORTS</b>		
Mutliple sales initiatives are intended to bring group business to our community.	\$1,948,848	\$142,812

<p><b>Over 30 vetted tradeshows, solely focused on lodging "fits" for our area such as corporate sales, association, government and incentive business, national and international tour operators, weddings, and SMERF (social, military, educational, religious, fraternal) markets.</b></p>		
<p>These tradeshows and events are scheduled to generate group business for our industry: American Bus Association, International PowWow, National Tour Association, Regional Motorcoach Association, Travel South, Travel South International, Association Executives of NC, GA Society of Association Executives, Meeting Professionals International - Carolinas, Meeting Professionals International - Tennessee, SC Society of Association Executives, TN Society of Association Executives, VA Society of Association Executives, Military Reunion Network, Society of Government Meeting Planners, Professional Conference Managers Association, American Society of Association Executives, CONNECT, Holiday Showcase Chicago, IMEX America, Meeting Planners International, Destination Celebration, Luxury Meetings Summit, Luxury Travel Industry, Northstar Meetings, Society of Incentive and Travel Executives, Superbowl of Knowledge, and various regional bridal shows.</p>		
<p><b>Keeping our community top-of-mind with top travel advisors, who develop and sell travel itineraries for time-starved travelers is essential business. These opportunities are planned through shows such as International Luxury Travel Market, Signature Travel, Virtuoso, and the Travel &amp; Leisure Advisory Board.</b></p>		
<p>Business development through globally-connected HelmsBriscoe (meeting procurement and site selection) continues to have a role in attracting group business into our community.</p>		
<p><b>Sports initiatives - both participant and spectator - are also crucial to group business, filling competition venues and hotel rooms countywide. Whether it's a large event like Credit One Open, or traveling team sports such as soccer clubs, gymnastics competitions, volleyball tournaments, etc. the cumulative effect is significant. Shows in our line up include the Sports Events &amp; Tourism Association, SC Sports Alliance, SPORTS Relationship Conference, TEAMS Tradeshow, and US Sports Congress to seek sports group business for our community.</b></p>		
<p>Promotion of area businesses that can service our convention / group business is an important piece of group promotion. Once a group has booked its accommodations, they then look for meeting venue, dining and tour options.</p>		
<p><b>Improved and increased air service into Charleston International (CHS) continues to be a major focus for Explore Charleston. Working with Southwest, JetBlue, Alaska Airlines, Breeze Airways, Spirit, and our legacy carriers expands access to and from the region. New service, as of Spring 2024 with Air Canada, opens up many doors internationally. Carriers expect Explore Charleston to generate demand for these flights (both inbound and outbound) through advertising. Over 6 million people traveled through our airport in 2023. Passenger volume is expected to continue to grow, as driving visitor demand in non-stop cities is important to our mission. This effort is essential to keep ticket prices affordable through CHS so that we can continue to expand direct fly markets, strengthen tourism, and support regional economic development opportunities.</b></p>		
<p>Workforce recruitment initiatives include in-market and out-of-market job placement events and college career fairs. Industry placements continue with programming through partners such as the Ralph H. Johnson VA Medical Center, SC Vocational Rehab, and SC Works.</p>		
<p><b>Workforce retention for the tourism industry is an essential function of our team, addressed through a variety of educational programs geared toward owner / operators and leadership / management, as well as sales training and customer service tracts.</b></p>		
<p>Diversity, Equity and Inclusion is addressed through our Heart for Hospitality steering committee. The Intern Cultural Enrichment Program (ICEP) aims to grow minority leadership in the tourism industry through placement of students into paid summer internships through area hotels and restaurants. Lodging is provided to these students through a partnership with the College of Charleston.</p>		

<b>Industry best practices and best interests are pursued through involvement with the SC Association of Tourism Regions, SC Restaurant &amp; Lodging Association, Southeast Tourism Society, Destinations International, and US Travel Association.</b>		
<b>VISITOR SERVICES: CENTERS, CALL / CHAT CENTERS</b>		
Explore Charleston operates four area visitor centers - downtown Charleston, Kiawah Island, Mount Pleasant, North Charleston.	\$2,436,013	\$178,511
<b>Daily responsibilities include information distribution, providing directions, assistance in visit planning, access to public facilities and general promotion of our community.</b>		
Area tours are booked through our centers, spreading economic benefit to regional businesses.		
<b>Last minute, same-day hotel rooms are also booked through the centers as our lodging partners look to book the day's remaining inventory.</b>		
Visitor Services also serve large groups that come to the Charleston area by setting up mini visitor centers to help distribute the same information that can be found in our "official" facilities.		
<b>Serving visitors and callers via our 1-800 phone lines and digital chat platforms are integral to our marketing efforts. Ads are placed, articles are published, and our phone lines ring in response.</b>		
Our Visitor Inquiry Service (VIS) operators also serve a pivotal role during times of crisis, be it a weather event such as a hurricane, or more recently, the Covid-19 pandemic. VIS operators play a critically important role by gathering and disseminating the most current information to potential travelers to our community.		
<b>TOTAL ATAX ELIGIBLE EXPENDITURES APPLIED TO MUNICIPALITY</b>	<b>\$11,504,701</b>	<b>\$843,066</b>



**TAB 10**

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# **TOWN COUNCIL**

**Agenda Item**



# Request for Town Council Action

**TO:** Mayor and Council Members

**FROM:** Brian Gottshalk, Public Works Manager

**SUBJECT:** Emergency Debris Monitoring Services

**DATE:** 2 July 2024

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## **BACKGROUND:**

In the event of a natural disaster, FEMA requires all municipalities to follow certain guidelines for recovery to ensure proper and fair procedures. One part of these guidelines is to secure a contractor that will monitor the movements and staging of debris generated by a disaster event. The debris monitoring firm will diligently track the origin of the debris and how it is moved to the debris staging area, and will also be sure that it is correctly staged at the debris site. Further, the debris monitoring firm documents and compiles this information for submittal to FEMA for reimbursement of costs associated with the recovery.

## **ANALYSIS:**

In July 2022, the Town entered into an agreement with Tetra Tech to perform debris monitoring services in accordance with FEMA regulations. This contract is for a two-year agreement, with the opportunity for three one-year extensions. Town staff has confirmed with the contractor that they would like to execute the first one-year extension of the contract with no changes to the scope or fee schedule set forth in the original agreement.

## **ACTION REQUESTED:**

Town staff requests that the Town Council approve Amendment #1 to the Master Services Agreement for Professional Consulting Services, which provides for a one-year extension with the debris monitoring firm Tetra Tech.

## **BUDGET & FINANCIAL DATA:**

If this is approved, financial data will not change as this is a standby contract. The Town will only pay the firm if the contract is activated.

**AMENDMENT #1 TO**  
**MASTER SERVICES AGREEMENT FOR**  
**PROFESSIONAL CONSULTING SERVICES**

This Amendment #1 (hereinafter “Amendment”) is made on the date of execution indicated below between the **Town of Kiawah Island** (“Town”) and **Tetra Tech, Inc.** (“Contractor”), for the benefit of Town (collectively the “Parties”).

**WHEREAS**, on or about July 5, 2022, Contractor and Town entered into a contract, entitled “Master Services Agreement for Professional Consulting Services” with four (4) associated Exhibits (A, B, C, and D) (collectively the “Agreement”), for the purpose of providing, inter alia, debris monitoring and related services; and

**WHEREAS**, the current term of the Agreement is two years, which expires on July 4, 2024; as set forth in the Agreement, the term may be renewed for up to three (3) additional one (1) year periods at the option of Town; and

**WHEREAS**, the Town has complied with the terms of the Agreement concerning Contractor and its notice to Contractor that it wishes to renew the Agreement term for one (1) additional year; and

**WHEREAS**, the Town and Contractor wish to modify certain terms of the Agreement and finalize the one-year term renewal via through this Amendment pursuant to Section 25 of the Agreement:

**NOW, THEREFORE**, in consideration of the mutual promises made in the Agreement, herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree as follows:

1. The Agreement is amended to reflect that, pursuant to Section 2 “Term,” the Agreement term is extended for one (1) additional year (“Term Extension 1”). Therefore, the Agreement term shall not end on July 5, 2024, but instead will continue uninterrupted upon expiration of the initial term and extend continuously through July 5, 2025. Nothing in this Amendment alters or changes the Town’s right to exercise or not exercise any additional extension option available under section 2.
2. Section 4 of the Agreement is amended to strike and remove the following sentence from the Agreement: “No other warranty or guarantee, express or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.”
3. Section 6 of the Agreement is amended to remove and replace the last sentence of paragraph 1 of this section with the following: “The schedule or payment under the Agreement shall be equitably adjusted, if necessary and only upon written request of Contractor to Town, to compensate Contractor for reasonable and documented

additional costs due to delays arising under this section that were beyond the reasonable control of Contractor only.”

4. Section 9 of the Agreement is amended to remove and replace the full language of Section 9 with the following:

The work and services performed by Contractor shall be at the risk of the Contractor exclusively. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor’s sole expense) and hold harmless Town and Town’s affiliates, representatives, members, designees, officers, directors, shareholders, insurers, employees, agents, successors, and assigns ("Indemnified Parties"), from and against any and all claims for bodily injury, death or damage to property, any and all demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including but not limited to investigative and repair costs, attorneys' fees and costs, and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Work performed, Materials furnished, or Services provided under this Agreement by Contractor or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of Town, its employees or agents, whether active or passive. Said indemnity and defense obligations shall further apply, whether or not said claims arise out of the concurrent act, omission, or negligence of the Indemnified Parties, whether active or passive. However, Contractor shall not be obligated to indemnify or defend the Indemnified Parties for the sole negligence or willful misconduct of Indemnified Parties.

Contractor’s indemnification and defense obligations hereunder shall extend to Claims occurring after this Agreement is terminated as well as while it is in force, and shall continue until it is finally adjudicated that any and all actions against the Indemnified Parties for such matters which are indemnified hereunder are fully and finally barred by applicable Laws.

5. Section 12 of the Agreement is amended to remove and replace the full language of Section 12 with the following:

The Town agrees to limit the Contractor’s and its employees’ liability to the Town such that the total aggregate liability of the Contractor shall not exceed \$1,000,000 and the per occurrence liability shall not exceed \$1,000,000. This liability cap shall apply to all work and services under this Agreement including associated amendments and any change orders. This limitation of liability is

not contingent or conditional on insurance coverage or payment by Contractor's insurance carriers on its behalf.

6. Section 13 of the Agreement is amended to remove and replace the full language of Section 13 with the following:

Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither Town nor Contractor, their respective officers, directors, partners, employees, contractors, or sub-consultants will be liable to the other or will make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to this Agreement, except to the extent such claim(s) are covered by insurance required under this Agreement. This mutual waiver of consequential damages includes, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, and any other consequential damages that either party might have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of express or implied warranty. Both Town and Contractor shall require similar waivers of consequential damages, subject to and up to the extent of insurance, protecting all the entities or persons named herein in all contracts and subcontracts with others involved in Contractor's services and work performed under the Agreement.

7. Section 21 of the Agreement is amended to add the following sentence at the end of Section 21:

This Agreement is governed by and shall be construed and interpreted in accordance with the laws of the State of South Carolina without regard to conflicts of law principles, and the parties expressly agree that the exclusive forum and venue for the parties to litigate any dispute is the Charleston County Court of Common Pleas.

8. All other provisions of the Agreement shall remain in full force and effect unless modified herein this Amendment.

*Signature page follows*

**IN WITNESS WHEREOF**, the Parties hereto have executed this Amendment on this \_\_\_\_ day of July 2024.

*WITNESSES*

**Town of Kiawah Island**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Bradley D. Belt  
Its: Mayor

**Tetra Tech, Inc.**

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
By: Jonathan Burgiel  
Its: Business Unit President

Proposed

MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

**THIS AGREEMENT** is made this **5th** day of **July 2022**, by and between the **Town of Kiawah Island**, located at 4475 Betsy Kerrison Parkway, Kiawah Island, SC 29455 (hereinafter referred to as (“CLIENT”) and **Tetra Tech, Inc.** (hereinafter referred to as (“CONTRACTOR”), located at 2301 Lucien Way, Suite 120, Maitland, FL 32751.

**WHEREAS**, Client has issued a Request for Proposal (RFP) for Debris Monitoring Services which is attached hereto as **Exhibit A**.

**WHEREAS**, Client has reviewed Contractor’s response to the RFP and wishes to enter into a contractual agreement with Contractor to provide debris monitoring services which Contractor’s Technical Approach and Rate Schedule are attached hereto as **Exhibit B and C**.

**NOW, THEREFORE** in consideration of the promises herein and for other good and valuable consideration, the parties agree as follows:

1. **Scope of Services:** Contractor and Client agree Contractor will perform disaster debris monitoring services as described in Exhibit A and B (Client’s RFP and Contractor’s Technical Approach), attached hereto. Task Orders shall be issued for specific deliverables under this Agreement. Such deliverables to be provided by Contractor will be determined by Client and specified in writing on each Task Order.
2. **Term:** The term of this Agreement shall begin on the date written above and be in effect for two (2) years with the option to renew for up to three (3) additional one (1) year periods. Client shall give Contractor written notice of Client's intention to renew the agreement term not less than ten (10) days prior to the end of the agreement term then in effect.
3. **Independent Contractor:** Contractor is an independent contractor and is not an employee of Client. Services performed by Contractor under this Agreement are solely for the benefit of the Client. Nothing contained in this Agreement creates any duties on the part of Contractor toward any person not a party to this Agreement.
4. **Standard of Care:** Contractor will perform services under this Agreement with the degree of skill and diligence normally practiced by professional engineers or contractors performing the same or similar services. No other warranty or guarantee, expressed or implied, is made with respect to the services furnished under this Agreement and all implied warranties are disclaimed.
5. **Federal Requirements:** In performance of the services, Contractor will comply, as applicable, with the federal regulatory requirements described in **Exhibit D**, which are attached hereto.
6. **Uncontrollable Forces:** Neither the Client nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, explosion, transportation, or equipment delays, act of war, Act of God, lightning, epidemic, war, riot, civil disturbance, sabotage, acts of terrorism and governmental actions outside the control of the Client. The schedule or payment under the Agreement shall be equitably adjusted, if necessary, to compensate Contractor for any additional costs due to the delay.

MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

Neither party shall, however, be excused from performance if nonperformance is due to forces which are foreseeable, preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

7. **Fee for Services:** The fee for the services under this Agreement will be based on the actual hours of services furnished multiplied by Contractor's billing Hourly Rates as set forth in **Exhibit C**. The hourly rates shall include all applicable overhead and profit. Overtime hours will be paid at the same rate as regular time hours. All normal expenses shall be absorbed in hourly rates, including lodging, meals, transportation, and per diem. Special costs such as boat rental and marine expenses may be billed to Client at cost without mark-up.

The hourly rates shall remain firm for the first year of the initial term. Hourly rates for subsequent years and any extension term years shall be subject to an annual adjustment based on the latest yearly percentage increase of the Consumer Price Index for All Urban Consumers (CPI-U) (All Items) as published by the Bureau of Labor Statistics, U.S. Department of Labor.

8. **Compensation:** Client shall pay Contractor in U.S. dollars within thirty (30) days of receipt of invoices less any disputed amounts. Client will review invoices for acceptance within ten (10) calendar days of the date of the invoice to which Client shall immediately notify Contractor of any invoice discrepancies. Contractor and Client will work in good faith to resolve any such discrepancies within ten (10) days after notification. Should a discrepancy result in a partial rejection of any item(s) invoiced, Client shall proceed with partial payment within 30 days of the date of the invoice. Under no circumstances shall payment of Contractor's invoices be contingent on reimbursement of Client by any third-party authority or funding source.

*All invoices shall be delivered to:*

*Town of Kiawah Island  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455*

*Payment shall be made to and delivered to:*

*Tetra Tech, Inc.  
PO Box 911642, Denver  
CO 80291-1642*

9. **Indemnity:** Contractor shall hold harmless the Client from all claims and liability due to activities of itself, its agents, or employees, performed under this Agreement to the extent caused by the negligent act, error or omission of the Contractor or of any person employed by the Contractor. Contractor shall also hold harmless the Client from reasonable attorney fees which might be incurred by the Client in litigation or otherwise resisting said claims or liabilities which might be imposed on the Client as result of such activities by the Contractor, its agents, or employees.
10. **Insurance:** During the course of performance of the services under this agreement, Contractor will maintain the following insurance coverages:

MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

Worker's Compensation	Statutory
Employer's Liability	U.S. \$1,000,000
Commercial General Liability	U.S. \$1,000,000 per occurrence U.S. \$1,000,000 aggregate
Comprehensive General Automobile	U.S. \$1,000,000 combined single limit
Professional Liability	U.S. \$1,000,000 per claim and in the aggregate

Before beginning any work, Contractor shall deliver to Client, a Certificate of Insurance evidencing that the above coverages are in effect as well as naming Client as an Additional Insured. An Additional Insured Endorsement must accompany the Certificate of Insurance. Such coverage will not be canceled or materially changed without thirty (30) days written notice.

11. **Work Product:** Client shall have the unrestricted right to use the documents, analyses and other data prepared by Contractor under this Agreement ('Work Products'); provided, however Client shall not rely on or use the Work Products for any purpose other than the purposes under this Agreement and the Work Products shall not be changed without the prior written approval of Contractor. If Client releases the Work Products to a third party, other than Client's auditors, without Contractor's prior written consent, or changes or uses the Work Products other than as intended hereunder, (a) Client does so at its sole risk and discretion, and (b) Contractor shall not be liable for any claims or damages resulting from the change or use or connected with the release or any third party's use of the Work Products.
12. **Limitation of Liability:** No employee of Contractor shall have individual liability to Client. To the extent permitted by law, the total liability of Contractor, its officers, directors, shareholders, employees and Subcontractors for any and all claims arising out of this Agreement, including attorneys' fees, and whether caused by negligence, errors, omissions, strict liability, breach of contract or contribution, or indemnity claims based on third party claims, shall not exceed the greater of one million dollars (U.S. \$1,000,000) or the amount actually paid to Contractor under this Agreement.
13. **No Consequential Damages:** In no event and under no circumstances shall Contractor be liable to Client for any principal, interest, loss of anticipated revenues, earnings, profits, increased expense of operation or construction, loss by reason of shutdown or non-operation due to late completion, or for any other economic, consequential, indirect or special damages.
14. **Information Provided by Others:** Client shall provide to Contractor in a timely manner any information Contractor indicates is needed to perform the services hereunder. Contractor may reasonably rely on the accuracy of information provided by Client and its representatives.
15. **Safety and Security:** Contractor has established and maintains programs and procedures for the safety of its employees. Unless specially included as a service to be provided under this Agreement, Contractor specially disclaims any authority or responsibility for job site safety and safety of persons other than Contractor's or Subcontractor's employees.
16. **Termination:** Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. Client shall pay Contractor for all services rendered to the date of termination plus reasonable expenses for winding down the services. If either party defaults in its obligations under this Agreement, the non-defaulting party, after giving ten (10) days written notice of its intention to terminate or suspend performance under this Agreement, may, if cure of the default is not

MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

commenced and diligently continued by the defaulting party, terminate this Agreement or suspend performance under this Agreement.

17. **Dispute Resolution:** Contractor and Client shall attempt to resolve conflicts or disputes under this Agreement in a fair and reasonable manner, and that if resolution cannot be made, the parties agree to attempt to mediate the conflict by a professional mediator. If mediation does not settle any dispute or action which arises under this Agreement, either party may pursue litigation after notifying the other party of its intentions.
18. **Successors and Assigns:** This Agreement is binding upon and will inure to the benefit of Client and Contractor and their respective successors and assigns. Neither party may assign its rights or obligations hereunder without the prior written consent of the other party.
19. **Notices:** Any notice required or permitted by this Agreement to be given shall be deemed to have been duly given if in writing and delivered personally or five (5) days after mailing by first-class, registered, or certified mail, return receipt requested, postage prepaid and addressed as follows:

**Client:**

Brian Gottshalk  
Public Works Director  
Town of Kiawah Island  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455  
Office: (843) 768-5111  
[bgottshalk@kiawahisland.org](mailto:bgottshalk@kiawahisland.org)

Stephanie Monroe Tillerson  
Town Administrator  
Town of Kiawah Island  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455  
Office: (843) 768-9166  
[stillerson@kiawahisland.org](mailto:stillerson@kiawahisland.org)

**Contractor:**

Ralph Natale, Director  
Post Disaster Programs  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Mobile: (407) 580-8184  
[ralph.natale@tetratech.com](mailto:ralph.natale@tetratech.com)

Betty Kamara  
Contracts Administrator  
Tetra Tech, Inc.  
2301 Lucien Way, Suite 120  
Maitland, FL 32751  
Mobile: (407) 803-2551  
[TDR.Contracts@tetratech.com](mailto:TDR.Contracts@tetratech.com)

20. **Severability:** The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the remainder of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.
21. **Governing Law and Venue:** This Agreement shall be construed under and governed by the laws of the State of Texas without giving effect to its principles on conflicts of law and applicable federal laws and regulations. Any disputes arising thereunder may only be brought in the appropriate state court in Charleston County, South Carolina.

MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES

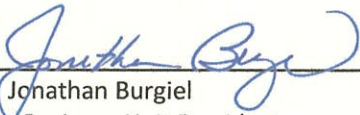
22. **Access and Audits:** Contractor shall maintain adequate financial and program records to justify all charges, expenses, and costs incurred in estimating and performing the work under this Agreement for at least three (3) years following final payment to the Client as Federal Emergency Management Agency sub-grantee. The Client shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of the Agreement. This information shall be made accessible at the Contractor's place of business to the Client, FEMA Administrator, Comptroller General of the United States and their respective designees and authorized agents, for purposes of inspection, reproduction, and audit without restriction.
23. **Non-Discrimination:** The Contractor warrants and represents that all of its employees will be treated equally during employment without regard to race, color, religion, gender, age or national origin.
24. **Waiver:** A waiver by either the Client or Contractor of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing. In the event of a written waiver, such a waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.
25. **Modification:** The Agreement may not be modified unless such modifications are evidenced in writing and signed by both the Client and Contractor. Such modifications shall be in the form of a written Amendment executed by both parties.
26. **Contingent Fees:** The Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this Agreement.
27. **Confidentiality:** No reports, information, computer programs, documentation, and/or data given to, or prepared or assembled by the Contractor under this Agreement shall be made available to any individual or organization by the Contractor without prior written approval of the Client unless such disclosure is required by a federal or Texas law or regulation.
28. **Miscellaneous:** Client expressly agrees that all provisions of the Agreement, including the clause limiting the liability of Contractor, were mutually negotiated. In any action to enforce or interpret this Agreement, the prevailing party shall be entitled to recover, as part of its judgment, reasonable attorneys' fees and costs from the other party.
29. **Counterparts:** This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original instrument, but all of which taken together shall constitute one instrument.

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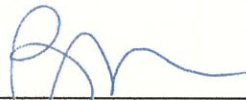
**MASTER SERVICES AGREEMENT  
FOR PROFESSIONAL CONSULTING SERVICES**

**IN WITNESS WHEREOF**, the Contractor has caused this Agreement to be signed in its corporate name by its authorized representative, and the Client has caused this Agreement to be signed in its legal name by persons authorized to execute this Agreement as of the day and year first written above.


**CONTRACTOR:**  
**TETRA TECH, INC.**

  
\_\_\_\_\_  
By: Jonathan Burgiel  
Title: Business Unit President

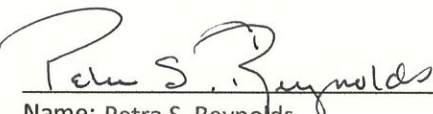
**ATTEST:**

  
\_\_\_\_\_  
Name: Betty Kamara  
Title: Contracts Administrator

**CLIENT:**  
**TOWN OF KIAWAH ISLAND, SOUTH CAROLINA**

  
\_\_\_\_\_  
By: John Labriola  
Title: Mayor

**ATTEST:**

  
\_\_\_\_\_  
Name: Petra S. Reynolds  
Title: Town Clerk

**ATTACHMENTS:**

- Exhibit A: RFP for Debris Monitoring Services
- Exhibit B: Tetra Tech Technical Approach
- Exhibit C: Tetra Tech Fee Schedule
- Exhibit D: Federal Provisions (2CFR200)



**TAB 11**

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# **TOWN COUNCIL**

**Agenda Item**



# Request for Town Council Action

**TO:** Mayor and Council Members

**FROM:** Michael Nardelli, Assistant Operations Manager

**SUBJECT:** Preventative Maintenance Services for HVAC Equipment

**DATE:** July 2, 2024

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## **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:

<b>Daikin Applied -</b>	\$16,900
<b>Holy City Heating &amp; Air -</b>	\$20,000
<b>W.B. Guimarin &amp; Co -</b>	\$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 requests that if the Ways and Means Committee approves, the Town Council accepts the proposal from Daikin Applied 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 29<sup>th</sup> DAY OF May, 2024

Tina Wilson Gold  
Authorized Signature for Offeror

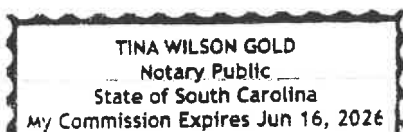
Please print the Offeror's name and address:

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
---------	---------------------------	------	--------	-------------	----------	-----------

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

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

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

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



## 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.



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/30/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> MARSH USA LLC 400 West Market Street, Suite 700 Louisville, KY 40202 Attn: Louisville.certrequest@marsh.com	<b>CONTACT NAME:</b> GeeAnn Missi <b>PHONE (A/C, No, Ext):</b> 866-966-4664 <b>E-MAIL ADDRESS:</b> Louisville.CerRequest@marsh.com	<b>FAX (A/C, No):</b> 212-948-0804
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>CN101863513-DAA-GAWU-24-25</b>	<b>INSURER A:</b> Mitsui Sumitomo Insurance USA Inc <b>INSURER B:</b> Sentry Casualty Company <b>INSURER C:</b> N/A <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	22551 28460 N/A

COVERAGES      CERTIFICATE NUMBER: CLE-006842408-06      REVISION NUMBER: 14

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBJECT	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			GL 2122557 (subject to self-insured retentions for various perils covered)	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/PROP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			BVR8406442 (AOS) BVM8803074 (MA)	04/01/2024	04/01/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$			UMB5700287 (subject to self-insured retention for various perils covered)	04/01/2024	04/01/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	90-20216-002 (Daikin Ded.)	04/01/2024	04/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence Only

<b>CERTIFICATE HOLDER</b> Daikin Applied Americas 13600 Industrial Park Boulevard Minneapolis, MN 55441	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  <i>Marsh USA LLC</i>
--	--

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ACORD 25 (2016/03)

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**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](mailto: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

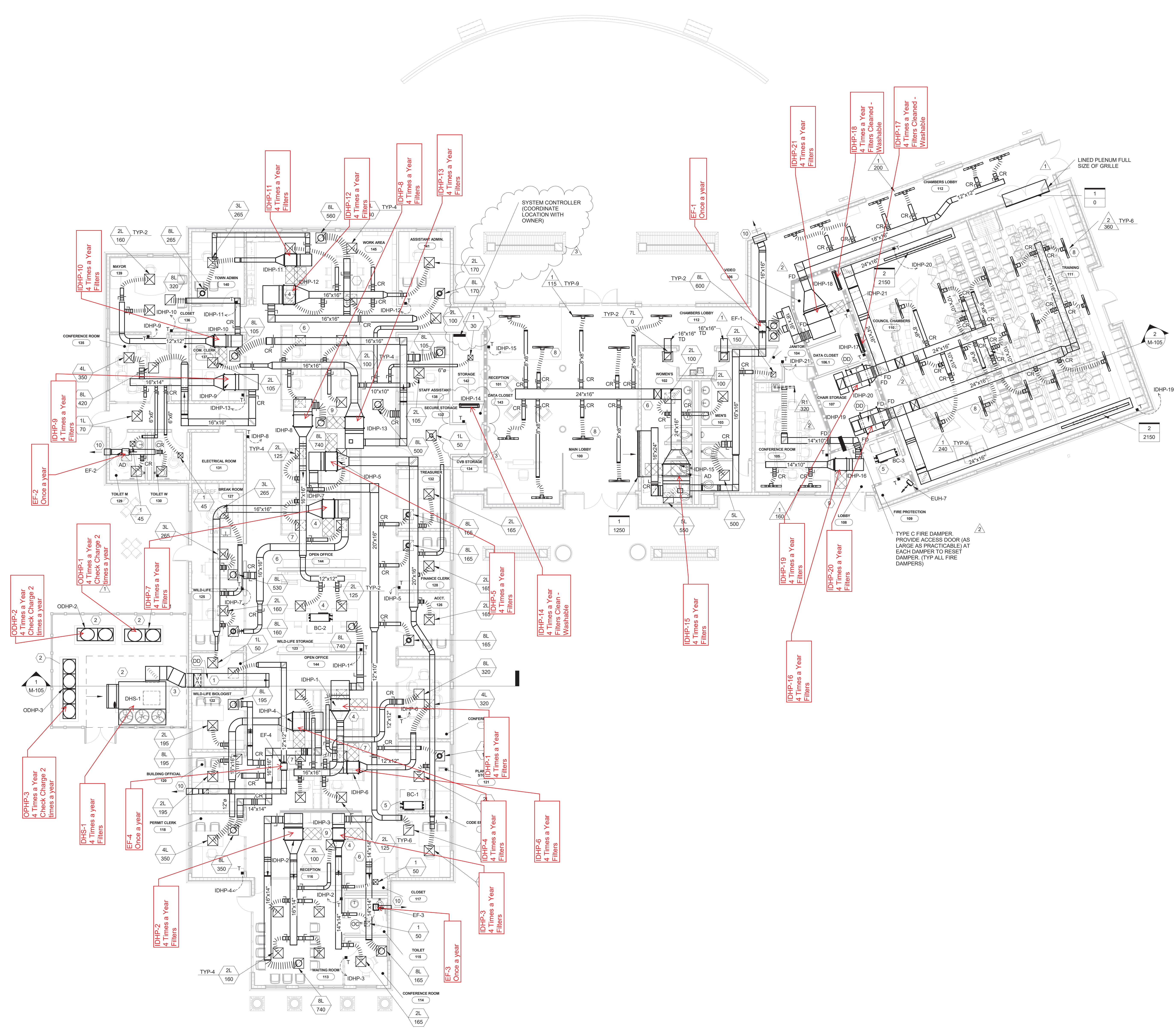
HVAC FLOOR PLAN

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"

A386/KiawahHVAC\_Kiawah\_2015.rvt  
2/22/2017 4:50:38 PM



TOWN OF KIAWAH ISLAND MUNICIPAL COMPLEX



205 1/2 KING ST. CHARLESTON SC 29401  
TEL. 843.577.4444 FAX. 843.722.4789  
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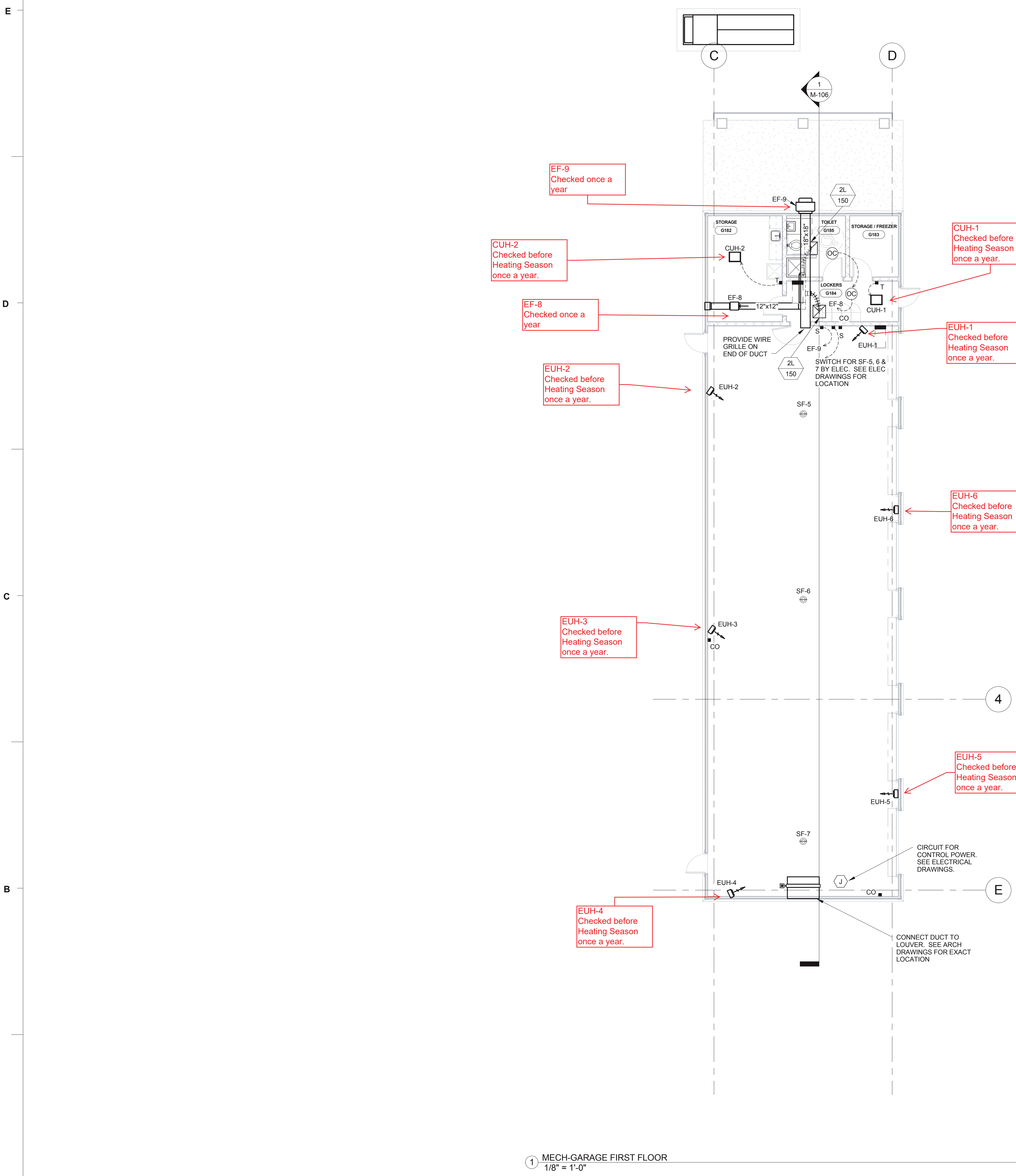
REVISIONS:

No.	Description	Date

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

HVAC GARAGE FLOOR PLAN

M-104



C:\Users\Jonathan\Documents\HVAC\_Kiawah\_2015\_Jonathan.rvt  
11/22/2016 2:04:47 PM



**TAB 12**

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# **TOWN COUNCIL**

**Agenda Item**

# 2024 ENVIRONMENTAL COMMITTEE

*Committee members are appointed by the Mayor and Town Council  
to serve one-year terms. All terms expire on January 31<sup>st</sup>.*

**Madeleine Kaye, Chairman**

252 Sea Marsh Drive  
Kiawah Island, SC 29455  
(843) 670-6801  
[mkaye@kiawahisland.org](mailto:mkaye@kiawahisland.org)

**Lynne Sager**

582 Oyster Rake Road  
Kiawah Island, SC 29455  
(843) 768-4865  
[lynnesager@me.com](mailto:lynnesager@me.com)

**Pam Wilson**

1 Grey Wigeon Lane  
Kiawah Island, SC 29455  
(610) 324-5574  
[Pamwilson813@gmail.com](mailto:Pamwilson813@gmail.com)

**\*Cindy Perry**

322 Palm Warbler Road  
Kiawah Island, SC 29455  
(770) 833-1510  
[CindyGPerry@gmail.com](mailto:CindyGPerry@gmail.com)

**\*Lynda Leffler**

60 Sunlet Bend  
Kiawah Island, SC 29455  
(843) 696-8018  
[LLeffler@outlook.com](mailto:LLeffler@outlook.com)

**Lee Bundrick**

*Kiawah Island Conservancy*  
80 Kestrel Court  
Kiawah Island, SC 29455  
(843) 768 2029  
[lee@kiawahconservancy.org](mailto:lee@kiawahconservancy.org)

**\*new members to be appointed**

**Matt Hill**

*KICA Lakes Management*  
23 Beachwalker Drive  
Kiawah Island, SC 29455  
(843) 768-2315  
[matt.hill@kica.us](mailto:matt.hill@kica.us)

**Tommy Manuel**

*Architectural Review Board*  
130 Gardeners Circle, Suite 123  
Johns Island, SC 29455  
(843) 768-3419  
[Tmanuel@kiawah.com](mailto:Tmanuel@kiawah.com)

**Liz King**

*Kiawah Island Golf Resort*  
1 Sanctuary Drive  
Kiawah Island, SC 29455  
(843) 768-6001  
[liz\\_king@kiawahresort.com](mailto:liz_king@kiawahresort.com)

**Aaron Given**

*Town of Kiawah Island*  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455  
(843) 768-9166  
[agiven@kiawahisland.org](mailto:agiven@kiawahisland.org)

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**Staff Director:**

**Jim Jordan, Town Biologist**  
*Environmental Committee*  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455  
(843) 768-9166  
[jjordan@kiawahisland.org](mailto:jjordan@kiawahisland.org)

Town of Kiawah Island  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455  
Tel: (843) 768-9166

## APPLICATION FOR APPOINTMENT

Please note that members of Town of Kiawah Island boards and commissions must be residents or property owners of Kiawah Island.

PLEASE TYPE OR PRINT CLEARLY.

APPOINTMENT SOUGHT:

Member of TOKI Environmental Committee

(Complete separate application for each position)

NAME:

Cindy Perry

ADDRESS:

322 Palm Warbler Rd  
Kiawah Island, SC 29455

PHONE NUMBERS: (Home)

(Cell)

770-833-1510

EMAIL:

CindyGPerry@gmail.com

### CURRENT EMPLOYMENT INFORMATION:

OCCUPATION:

Retired / Former Educational Technology Specialist

EMPLOYER:

BUSINESS ADDRESS:

Are you a full time Kiawah Resident?

YES  NO

Is there any way that you or a member of your family would stand to benefit financially by your service on this board or commission?

YES  NO

Have you ever been employed or had any involvement with this board or commission that would be reflected either positively or negatively in your service?

YES  NO

Have you ever been convicted of a crime involving moral turpitude?

YES  NO

IF YOU ANSWERED "YES" TO ONE OR MORE OF THE ABOVE QUESTIONS, PLEASE EXPLAIN BELOW.

PLEASE ANSWER THE QUESTIONS ON THE FOLLOWING PAGE IN ORDER TO GIVE THE MEMBERS OF TOWN COUNCIL MORE INFORMATION REGARDING YOUR INTEREST IN SERVING ON THIS BOARD OR COMMISSION. YOU ARE ENCOURAGED TO ATTEND THE COUNCIL MEETING WHEN THIS APPLICATION IS CONSIDERED AND WILL BE NOTIFIED OF THE DATE AND TIME OF THAT MEETING IN ADVANCE.

**Town of Kiawah Island  
APPLICATION FOR APPOINTMENT**

PLEASE TYPE OR PRINT CLEARLY. YOU MAY ATTACH A RESUME , CV OR PROVIDE ADDITIONAL INFORMATION IF DESIRED. ALL INFORMATION YOU PROVIDE WITH THIS APPLICATION WILL BE GIVEN TO THE MEMBERS OF TOWN COUNCIL FOR CONSIDERATION.

**APPOINTMENT SOUGHT:**

Member of the TOKI Environmental Committee

(Complete separate application for each position)

**NAME:**

Cindy Perry

1. What experience/training/qualifications do you have for this particular board or commission?

- Former Board Member of the Kiawah Conservancy
- Kiawah property owner since 2001, full-time property owner since 2009, visitor since 1995
- Strong background in educational technology, designed an electronic data collection system for Turtle Patrol
- Actively involved in community environmental groups

2. What specific contributions do you hope to make to this board or commission?

- Share a historical perspective of Kiawah from the mid-1990s
- To listen, learn, and support environmental issues affecting Kiawah especially in regard to both native and migratory wildlife
- To help make informed decisions that affect Kiawah from a property owner's perspective
- To use information from the Environmental Committee to better communicate and educate property owners and guests

3. Briefly describe your community service background or your involvement in community groups or activities.

- Kiawah Conservancy trustee for 6 years; Secretary, Educational Outreach Chair, Member of Strategic Planning Committee
- Kiawah Turtle Patrol Volunteer, Zone Captain
- Shorebird Steward and member of Leadership Team
- Incoming Kiawah Island Photo Club Vice President

4. What community topics concern you that relate to this board?

- Preserving native local habitat to support native wildlife
- Mitigating disturbances for native wildlife to enable healthy living for them and their offspring
- Using research to guide decision-making on environmental issues
- Maintaining a healthy beach and marsh
- Helping new property owners understand how to maintain, enhance, and protect habitat and wildlife, including migratory wildlife

5. Why do you want to become a member of this board or commission?

- I am passionate about Kiawah's habitat and wildlife and hope to help provide optimal conditions to sustain them
- I am curious about environmental issues affecting Kiawah Island and want to learn more from primary sources
- I have a desire to better understand and support positive initiatives for Kiawah's environmental issues and concerns

6. Are you currently a member, or have you previously served on a Town of Kiawah Island, Kiawah Island Community Association, or Charleston County board or commission? If so, which one(s), and when did you serve?

No.

DO YOU UNDERSTAND THAT, UNLESS OTHERWISE PROVIDED BY LAW, YOU SERVE AT THE PLEASURE OF TOWN COUNCIL AND ALL APPOINTMENTS ARE SUBJECT TO THE ETHICS, GOVERNMENT ACCOUNTABILITY, AND CAMPAIGN REFORM ACT, S.C. CODE ANN. SECTION 8-13-10 ET SEQ, AND ANY MEMBER APPOINTED TO A BOARD OR COMMISSION WHOSE ACTION IS INCONSISTENT OR MAY BE PERCEIVED TO BE INCONSISTENT WITH THE SPIRIT OR INTENT OF THE ACT MAY BE SUBJECT TO REMOVAL?

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU MAY BE SUBJECT TO A BACKGROUND INVESTIGATION, INCLUDING, BUT NOT LIMITED TO A CRIMINAL HISTORY, DRIVING RECORD, AND CREDIT CHECK.

DATE: May 10, 2024

SIGNATURE: 

Town of Kiawah Island  
4475 Betsy Kerrison Parkway  
Kiawah Island, SC 29455  
Tel: (843) 768-9166

## APPLICATION FOR APPOINTMENT

Please note that members of Town of Kiawah Island boards and commission must be residents or property owners of Kiawah Island.

PLEASE TYPE OR PRINT CLEARLY.

APPOINTMENT SOUGHT:

(Complete separate application for each position)

NAME:

ADDRESS:

PHONE NUMBERS: (Home)  (Cell)

EMAIL:

### CURRENT EMPLOYMENT INFORMATION:

OCCUPATION:

EMPLOYER:

BUSINESS ADDRESS:

- Are you a full time Kiawah Resident?  YES  NO
- Is there any way that you or a member of your family would stand to benefit financially by your service on this board or commission?  YES  NO
- Have you ever been employed or had any involvement with this board or commission that would be reflected either positively or negatively in your service?  YES  NO
- Have you ever been convicted of a crime involving moral turpitude?  YES  NO

IF YOU ANSWERED "YES" TO ONE OR MORE OF THE ABOVE QUESTIONS, PLEASE EXPLAIN BELOW.

PLEASE ANSWER THE QUESTIONS ON THE FOLLOWING PAGE IN ORDER TO GIVE THE MEMBERS OF TOWN COUNCIL MORE INFORMATION REGARDING YOUR INTEREST IN SERVING ON THIS BOARD OR COMMISSION. YOU ARE ENCOURAGED TO ATTEND THE COUNCIL MEETING WHEN THIS APPLICATION IS CONSIDERED AND WILL BE NOTIFIED OF THE DATE AND TIME OF THAT MEETING IN ADVANCE.

Town of Kiawah Island  
APPLICATION FOR APPOINTMENT

PLEASE TYPE OR PRINT CLEARLY. YOU MAY ATTACH A RESUME , CV OR PROVIDE ADDITIONAL INFORMATION IF DESIRED. ALL INFORMATION YOU PROVIDE WITH THIS APPLICATION WILL BE GIVEN TO THE MEMBERS OF TOWN COUNCIL FOR CONSIDERATION.

APPOINTMENT SOUGHT:

Environmental Committee

(Complete separate application for each position)

NAME:

Lynda Leffler

1. What experience/training/qualifications do you have for this particular board or commission?

Undergraduate degree in Biology; research with endangered bat species  
Fellowship at Woods Hole Oceanographic Institution  
Masters from UGA in Zoology/Ecology; completed all coursework for PhD in Ecology: graduate level Population Ecology, Community Ecology, Ecosystem Ecology, Systems Ecology  
DVM from UGA; still practicing after 47 years; owned and managed my practice in VA for 20 years  
Widely traveled globally for wildlife viewing and photography

2. What specific contributions do you hope to make to this board or commission?

Providing expertise, experience, and leadership in advising Town Council on environmental affairs. Willing to serve on ad hoc subcommittees focused on specialty topics. Providing financial management experience from 20 years of running my own veterinary clinic with 15 employees and from managing the Inlet Cove HOA budget for 12 years. Understanding how environmental grants traditionally are structured, proposals peer reviewed, and the accountability of funding.

3. Briefly describe your community service background or your involvement in community groups or activities.

Member, Franklin County, VA Recreation Board  
Founding Member, Franklin County, VA YMCA  
Inlet Cove HOA Board Member for 14 years; President for 12 years and continuing  
Kiawah Island Turtle Patrol for 20 years - Driver for 8 years

4. What community topics concern you that relate to this board?

Protection of Kiawah's habitats and wildlife.  
Importance of maintaining an optimal balance of populations within a healthy ecosystem.  
Focusing on charismatic species such as the sea turtles, bobcats, dolphins, and shorebirds in order to generate community support for thoughtfully living with nature.  
Sea level rise and climate change impacts on Kiawah as a barrier island.

5. Why do you want to become a member of this board or commission?

I want to further serve my community and believe that I am best qualified to do that through the Environmental Committee.

6. Are you currently a member, or have you previously served on a Town of Kiawah Island, Kiawah Island Community Association, or Charleston County board or commission? If so, which one(s), and when did you serve?

No

DO YOU UNDERSTAND THAT, UNLESS OTHERWISE PROVIDED BY LAW, YOU SERVE AT THE PLEASURE OF TOWN COUNCIL AND ALL APPOINTMENTS ARE SUBJECT TO THE ETHICS, GOVERNMENT ACCOUNTABILITY, AND CAMPAIGN REFORM ACT, S.C. CODE ANN. SECTION 8-13-10 ET SEQ, AND ANY MEMBER APPOINTED TO A BOARD OR COMMISSION WHOSE ACTION IS INCONSISTENT OR MAY BE PERCEIVED TO BE INCONSISTENT WITH THE SPIRIT OR INTENT OF THE ACT MAY BE SUBJECT TO REMOVAL?

BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU MAY BE SUBJECT TO A BACKGROUND INVESTIGATION, INCLUDING, BUT NOT LIMITED TO A CRIMINAL HISTORY, DRIVING RECORD, AND CREDIT CHECK.

DATE:

May 13, 2024

SIGNATURE:

Lynda Leffler