



TOWN COUNCIL MEETING

Irmo Municipal Building
7300 Woodrow Street, Irmo, SC 29063

November 18, 2025 @ 6:00 PM

Live streaming will be available from our YouTube channel at:
<https://www.youtube.com/c/TownofIrmo>

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Approval of the Agenda
- V. Reading of the Minutes
 - A. October 21, 2025 Council Meeting
- VI. Report of Standing
 - A. Administrative Briefing
 - B. New In-town Businesses:
 - Peach Cobbler Factory - 7467 St. Andrews Road
 - Extensions & Hair Boudoir - 7705 St. Andrews Road
- VII. Consideration of Communications
 - A. Special Presentation by Brian Pena
 - B. A Proclamation for World Pancreatic Cancer Day
 - C. Recognition of the Cregger Company as the November 2025 Small Business

of the Month.

D. Community Connections:

- Sassy Senior Bingo
- Daddy Daughter Date Night
- School District 5 Magnet Fair
- Sleigh Bell Stroll
- Free Day at State Parks
- Irmo Tree Lighting
- Cookies and Photos with Santa
- The Goodwill Brunch
- Irmo Christmas Parade
- Christmas Bazaar

VIII. Presentation by Citizens (Agenda Items Only)

IX. Unfinished Business

X. New Business

- A. **FIRST READING OF ORDINANCE 25-15** to add confidentiality clauses to Chapter 2 of the Municipal Code of Ordinance (Staff). This ordinance would make it unlawful for town officers (elected and appointed) or employees to disclose confidential information to third parties, including information discussed during executive session.
- B. Discussion and Approval to reschedule the December Town Council Workshop to December 9 (Staff). The Irmo Christmas Tree Lighting is also scheduled for the 2nd.
- C. Acceptance of a vintage Town of Irmo Police Vehicle from Brian Pena (Staff).
- D. Discussion and Approval of a bid to perform repairs to the Town Hall sidewalk, as well as installation of water fountains at Rawl's Creek Park (Staff).
- E. Discussion and Approval of purchase of Recycling Cans in the amount of \$6,751.39 (Staff).
- F. Appointment to the Board of Zoning Appeals (Staff). There is one (1) vacancy on the Board of Zoning Appeals, The term will expire March, 2028. An application was received from Brandon Mundy.

XI. Presentation by Citizens

XII. Discussion

XIII. Executive Session

Town Council may act on items discussed in the executive session after returning from the executive session.

XIV. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Irmo will not discriminate against qualified individuals with disabilities based on disability in its services, programs, or activities. If you need accommodation to attend the meeting, please contact the Town Administrator or Municipal Clerk for assistance at (803)781-7050, M-F between the hours of 8:30 – 5:00 (closed most Federal and State Holidays).



**TOWN OF IRMO
REGULAR COUNCIL MEETING
October 21, 2025**

The Irmo Town Council held a regular meeting on Tuesday, October 21, 2025, in the Municipal Building. In attendance were Mayor Bill Danielson, Mayor Pro-Tem Dr. Barbara Waldman, Councilmember Phyllis Coleman, Councilmember Gabriel Penfield and Councilmember Michael Ward. Others present were Mr. Jim Crosland, Town Administrator; Mr. Doug Polen, Deputy Town Administrator; Police Chief Bobby Dale; Mrs. Danielle McNaughton, Communication/Special Projects Manager; Mr. Whitt Cline, Public Services Director; Ms. Lisa Hancock, Finance Director & Municipal Clerk; and Mr. Will Edwards, Town Attorney.

The agenda was published and posted on Friday, October 17, 2025 to meet FOIA requirements.

REGULAR MEETING

CALL TO ORDER

Mayor Danielson called the regular meeting to order at 6:00 p.m.

PLEDGE OF ALLEGIANCE AND INVOCATION

Mayor Danielson asked Councilmember Mike Ward to lead the Pledge of Allegiance and give the Invocation.

APPROVAL OF THE AGENDA

Dr. Waldman made a motion to approve the agenda, and Mr. Ward seconded it. The vote for approval was unanimous.

APPROVAL OF THE MINUTES:

Dr. Waldman made a motion to approve the September 16, 2025 Council regular meeting minutes and Ms. Coleman seconded it. The vote for approval was unanimous.

Dr. Waldman made a motion to approve the September 25, 2025 Council special meeting minutes and Ms. Coleman seconded it. The vote for approval was unanimous.

Dr. Waldman made a motion to approve the October 7, 2025 Council workshop meeting minutes and Mr. Ward seconded it. The vote for approval was unanimous.

REPORT OF STANDING:

- A. Administrative Briefing – Mr. Jim Crosland, Town Administrator had the following updates:
1. Water Walk Public meeting for tomorrow night has been cancelled.
 2. There has been no communication with the USDA on the New Town Hall due to government shutdown.
 3. Administration is aware of several water leaks in the Town and we are working with the City of Columbia to get them repaired.

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4. Mayor Danielson stated we did not receive the Municipal Association of South Carolina Big Idea Grant that we had applied for.

B. New In-town Businesses presented by Councilmember Coleman

- Shaluxxe Hair - 107 N. Royal Tower Drive, Unit A
- Shaliece Felder Photography Studio - 7777 St. Andrews Road
- Coastal Lice Center - 7588 Woodrow Street
- Rodgers Creations (Catering) - 7522 Woodrow Street
- The Polished Pearl (Salons By JC) - 8090 Irmo Drive

CONSIDERATION OF COMMUNICATIONS:

A. A Proclamation honoring the life and legacy of Sammie Mathias presented to Mr. Mathias' family. Mr. Mathias' Sandwich Shop, a place where neighbors came not only for a good meal, but for the warm welcome that Sammie gave to everyone who walked through the door.

B. A Proclamation designating September 27, 2025 as General Federation of Women's Club (GFWC) International Day of Service presented to the CFWC St. Andrews Woman's Club to end domestic and sexual violence. On Saturday, September 27, 2025 the CFWF St. Andrews Woman's Club located in Irmo provided Freedom Bags that contained essentials such as clothing and toiletries to assist women who wish to get off the streets.

C. A Proclamation designating October 19-25, 2025 as Friends of Libraries Week in the Town of Irmo presented to Gaye Betcher. The Friends of the Irmo Branch Library raise money that enables our library to provide the resources to support the children's summer reading program and special events throughout the year.

D. Recognition of Woodrow Marketplace as the October 2025 Small Business of the Month presented to Greg Lyman and Taco. Woodrow Marketplace has been open for seven months with 47 vendors offering antiques, collectibles and local art.

E. A presentation from Vote411 and the League of Women Voters given by Nicole Sanchez. The League is a non-partisan organization and does not endorse candidates. They offer an online voter guide, Vote411.org that provides candidate information to promote voter participation.

F. School Showcase: The Irmo Mayor's Youth Council, presented by Dr. Kaaren Hampton. The Youth Council is fourteen members that are 9th to 12th graders at Irmo High School. They will attend Council meetings and be active participants in Town events and festivals.

G. Community Connections presented by Dr. Waldman

- National Night Out at Moore Park Thursday, October 23, 2025 from 5-6:30pm
- Irmo Town Limits Concert - Mowtown Night at Moore Park Friday, October 24, 2025, Gates open at 5:30pm
- Pumpkin Decorating Contest- Saturday, October 25, 2025 from 10am - 3pm at Poore House Furnishings

- Shatter the Myth at Dutch Fork Middle School, Tuesday, October 28, 2025 from 5-8pm
- Blood Drive at the Center for Advanced Technical Studies, Wednesday, October 29, 2025 from 9am – 2pm
- Irmo Trunk or Treat at Moore Park, Friday, October 31, 2025 at 6pm
- Halloween Events – various times and dates
- Pictures with Santa at the Irmo Firehouse, Sunday, November 2, 2025 from 10am- 4pm
- Irmo Theatre Company Performances – Much Ado About Nothing, November 6th & 7th at 6:30pm and November 8th at 3pm
- Read Across America Art Contest submittal deadline November 21, 2025
- SC Songbird Art Contest submittal deadline November 30, 2025

PRESENTATIONS BY CITIZENS (Agenda Items Only): None

UNFINISHED BUSINESS:

A. SECOND AND FINAL READING OF ORDINANCE 25-10 to update Chapter 10 of the Irmo Code of Ordinance, the Business License Ordinance, in accordance with S.C. Act 176. State law requires that the business license ordinance and class schedule be updated each odd-numbered year to go into effect the following year.

Dr. Waldman made a motion to approve, and Ms. Coleman seconded it.

Deputy Town Administrator, Doug Polen stated the State requires that the business license ordinance and class schedule be updated every two years.

Mayor Danielson called upon Ms. Hancock for a rollcall vote on the overall ordinance: Mr. Ward voted “Yes”, Mr. Penfield voted “Yes”, Ms. Coleman voted “Yes”, Dr. Waldman voted “Yes”, and Mayor Danielson voted “Yes”. The Council approved unanimously.

B. SECOND AND FINAL READING OF ORDINANCE 25-13 to create an Economic Development Grant Program for the recruiting, retention, and annexation of new businesses into the Town Limits of Irmo. This ordinance also permits the Code Compliance Inspector to issue municipal summons to businesses that are in violation of the business license ordinance.

Mr. Penfield made a motion to approve, and Dr. Waldman seconded it.

Town Administrator, Jim Crosland, stated that Irmo is a small business friendly town. The Economic Development Grant is to attract small businesses by offering 100% of the annual business license fee for years one through three; and 50% of the annual business license fee for years four and five to help recruit, retain and annex new businesses into Town limits.

Mayor Danielson called upon Ms. Hancock for a rollcall vote on the overall ordinance: Mr. Ward voted “Yes”, Mr. Penfield voted “Yes”, Ms. Coleman voted “Yes”, Dr. Waldman voted “Yes”, and Mayor Danielson voted “Yes”. The Council approved unanimously.

C. SECOND AND FINAL READING OF ORDINANCE 25-14 to regulate vegetation, including vines and shrubbery, on residential and commercial properties to protect public safety, property maintenance, and community appearance. This ordinance would limit the size and coverage of vines and bushes with

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respect to adjacent structures, as well as allow the code compliance inspector to issue municipal summons to property owners who fail to abate a nuisance.

Dr. Waldman made a motion to approve with the addition of Section 3 – dead trees and Ms. Coleman seconded it.

Mayor Danielson called upon Ms. Hancock for a rollcall vote on the overall ordinance: Mr. Ward voted “Yes”, Mr. Penfield voted “Yes”, Ms. Coleman voted “Yes”, Dr. Waldman voted “Yes”, and Mayor Danielson voted “Yes”. The Council approved unanimously.

NEW BUSINESS:

A. Discussion and approval of revisions to the Town Wrecker and Towing Policy.

Mr. Ward made a motion to approve, and Dr. Waldman seconded it.

Town Administrator, Jim Crosland, stated the policy was updated for all rotation towing companies to eliminate all fees to the Town of Irmo for vehicles towed or held by the tower/wrecker service.

Mayor Danielson called upon Ms. Hancock for a rollcall vote on the overall ordinance: Mr. Ward voted “Yes”, Mr. Penfield voted “Yes”, Ms. Coleman voted “Yes”, Dr. Waldman voted “Yes”, and Mayor Danielson voted “Yes”. The Council approved unanimously.

B. Discussion and approval of upgrades to the Irmo Police Department's weapon systems.

This would trade the IPD's current weapons for a total of 30 Glock Model 45's, reticle systems, and holsters for a net price of \$28,584.36.

Dr. Waldman made a motion to approve, and Mr. Ward seconded it.

The Mayor stated all of the weapons are nine years old and asked Chief to discuss. Chief Bobby Dale stated it is not uncommon to make upgrades to Public Safety. The new weapons will replace the outdated ones and will be equivalent to other agencies weapons.

Mayor Danielson called upon Ms. Hancock for a rollcall vote on the overall ordinance: Mr. Ward voted “Yes”, Mr. Penfield voted “Yes”, Ms. Coleman voted “Yes”, Dr. Waldman voted “Yes”, and Mayor Danielson voted “Yes”. The Council approved unanimously.

PRESENTATION BY CITIZENS:

Mayor Danielson stated he was informed by the new Town Administrator, Jim Crosland, that Town Council had not been following the Town's ordinance Sec. 2-69 Appearance by Citizens. The Mayor read the ordinance as follows: “Persons desiring to speak may call the municipal clerk no later than two hours before the meeting to be placed on the meeting sign-up sheet or personally sign in prior to the beginning of the meeting. Sign-up sheets must contain name, address and the issue/matter resident will address. Each person addressing council will be allowed not more than three minutes to speak. Speakers will always conduct themselves in a civil and respectful manner; and will refrain from use of obscene language, fighting words likely to incite violence from individuals to whom the words are addressed. Or other language which is destructive to the orderly and fair progress of

discussion. Speakers will refrain from making comments of a personal nature regarding others. Name calling and/or obscenity is forbidden. Shouting, yelling, screaming is forbidden. The Town values your opinion and invites you to address the town council on any town matters. Rules of decorum exist and are used to govern time and manner of expression to ensure responsiveness to your concern."

The Mayor called the first and only person signed up to speak:

1. Gerald Gallahar, 101 Muskrat Run, Irmo. Mr. Gallahar spoke about Water Walk and preferred there was no development. He voiced his concerns on the environmental impact; safety and traffic; damage to infrastructure; location of the construction entrance; destruction to privacy; and the impact of property values.

DISCUSSION: None

EXECUTIVE SESSION: None

ADJOURNMENT: There being no further business, Mr. Ward made a motion to adjourn, and Dr. Waldman seconded it. The motion was approved unanimously; therefore, the meeting was adjourned at 6:49 p.m.

William O. Danielson, Mayor

ATTEST:

Lisa Hancock, Municipal Clerk

STATE OF SOUTH CAROLINA)
)
TOWN OF IRMO)

PROCLAMATION

**A PROCLAMATION DECLARING NOVEMBER 20TH AS
WORLD PANCREATIC CANCER DAY IN THE TOWN OF IRMO**

WHEREAS, in 2025, an estimated 67,440 people will be diagnosed with pancreatic cancer in the United States and 51,980 will die from the disease;

WHEREAS, pancreatic cancer is one of the deadliest cancers, is currently the third leading cause of cancer death in the United States, and is projected to become the second leading cause around 2030; and

WHEREAS, pancreatic cancer is the only major cancer with a five-year relative survival rate at just 13 percent; and

WHEREAS, when symptoms of pancreatic cancer present themselves, it is generally in later stages, and 90 percent of pancreatic cancer patients die within the first five years; and

WHEREAS, approximately 820 deaths will occur in South Carolina in 2025; and

WHEREAS, pancreatic cancer is the seventh most common cause of cancer-related death across the world; and

WHEREAS, there were an estimated 510,992 new pancreatic cancer cases diagnosed worldwide in 2022; and

WHEREAS, the good health and well-being of the residents of Irmo are enhanced as a direct result of increased awareness about the symptoms and risks of pancreatic cancer, and research into early detection, causes, and effective treatments;

THEREFORE, BE IT RESOLVED, that I, Bill Danielson, Mayor of the Town of Irmo, does hereby declare November 20th as World Pancreatic Cancer Day in the Town of Irmo..

IN WITNESS WHEREOF, I have hereunto set my hand and caused the official seal of the Town of Irmo to be affixed this 18th day of November, 2025.

William O. Danielson, *Mayor*



Staff Report

FIRST READING OF ORDINANCE 25-15 to add confidentiality clauses to Chapter 2 of the Municipal Code of Ordinance (Staff). This ordinance would make it unlawful for town officers (elected and appointed) or employees to disclose confidential information to third parties, including information discussed during executive session.

DATES: November 18, 2025
TO: Town Council
FROM: Jim Crosland, Town Administrator
SUBJECT: Confidentiality Ordinance
ACTION REQUESTED: Consideration of first reading of a confidentiality ordinance

Background

Confidentiality ordinances are common in municipal codes, but no such ordinance is currently to be found within the Town of Irmo Code of Ordinance. This ordinance would make it unlawful for town officers (elected and appointed) or employees to disclose confidential information to third parties, including information discussed during executive session.

Analysis

Staff Findings

Staff recommends **APPROVAL** of the ordinance

Attachments

1. Ord 25-15 Confidentiality

STATE OF SOUTH CAROLINA)
)
TOWN OF IRMO)

ORDINANCE 25 – 15

**AN ORDINANCE TO AMEND THE IRMO MUNICIPAL ORDINANCE
CHAPTER 2 – ADMINISTRATION**

WHEREAS, the Town of Irmo desires to strengthen its Code of Municipal Ordinance, amending said Code to address noted errors, omissions, vague language, and add appropriate standards; and

WHEREAS, Council wishes to amend the Code of Municipal Ordinance as follows:

Add subsection (e) to Sec. 2-62. – Executive Sessions.

- e) Except as required by law or as allowed in the exercise of official duties, it shall be unlawful for a member of council or person in attendance at an executive session of the council to disclose to another person or make public the substance of a matter discussed in an executive session of the council.

Add section 2-137. – Disclosure of Confidential Information

Except as authorized by law or as allowed in the exercise of official duties, it shall be unlawful for town officers or employees to disclose to third persons confidential information concerning the property, government or affairs of the town. It shall be unlawful for a town officer or employee to use such information to advance the financial or other private interests of themselves or others.

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and Town Council of the Town of Irmo, South Carolina, in Council duly assembled on this 21st day of October, 2025, that the Town of Irmo Code of Municipal Ordinance is hereby amended.

PASSED AND ADOPTED this 21st day of October, 2025.

William O. Danielson, *Mayor*

ATTEST:

Lisa Hancock, *Municipal Clerk*

1st Reading: November 18, 2025
2nd Reading: December 16, 2025



Staff Report

Discussion and Approval to reschedule the December Town Council Workshop to December 9 (Staff). The Irmo Christmas Tree Lighting is also scheduled for the 2nd.

DATES: November 18, 2025
TO: Town Council
FROM: Jim Crosland, Town Administrator
SUBJECT: Reschedule of Dec. 2 Council Workshop to Dec. 9.
ACTION REQUESTED: Reschedule the standing Dec. 2nd meeting to Dec. 9.

Background

Historically the workshop has been scheduled directly after the tree lighting in Town Park, but as the tree lighting event has expanded in scope and popularity, meeting afterwards has become more difficult.

Analysis

The Okra Strut Committee has a standing meeting on Dec. 9, but they have chosen to cancel the December meeting.

Staff Findings

Staff recommends rescheduling the December Council Workshop to Tuesday, December 9 at 6:00 p.m.

Attachments

None



Staff Report

Acceptance of a vintage Town of Irmo Police Vehicle from Brian Pena (Staff).

DATES: November 18, 2025
TO: Town Council
FROM: Jim Crosland, Town Administrator
SUBJECT: Acceptance of a vintage Irmo Police Vehicle
ACTION Accept said vehicle
REQUESTED:

Background

In the early 1980's the Town of Irmo utilized Volkswagen Rabbits as police vehicles. Brian Pena has acquired one such authentic Irmo Police Department vehicles and wishes to donate it to the Town.

Analysis

By accepting the vehicle, the Town will place the vehicle under our insurance policy and then use the vehicle in parades and other community events.

Staff Findings

Staff recommends accepting the vehicle.

Attachments

None



Staff Report

Discussion and Approval of a bid to perform repairs to the Town Hall sidewalk, as well as installation of water fountains at Rawl's Creek Park (Staff).

DATES: November 18, 2025
TO: Town Council
FROM: Jim Crosland, Town Administrator
SUBJECT: Acceptance of a quote for Town Public Service Department work
ACTION REQUESTED: Accept a bid to perform sidewalk repairs at the rear of the Town Hall, as well as install two water fountains at Rawl's Creek Park.

Background

A sidewalk square adjacent to the accessible parking space at Town Hall has been forced upward by a tree root, leading to a dangerous situation for pedestrians.

Moreover, the accepted bidder will install two water fountains at Rawl's Creek Park, as well as install all needed water lines to service the fountains.

Analysis

The current bid is \$12,000 from Brian Squires. An additional quote is expected Monday, Nov. 17.

Staff Findings

This work needs to be done for safety reasons, and the water fountain installation is beyond the scope of Town Staff's abilities and time constraints. Staff recommends accepting the bid of the low bidder.

Attachments

None



Staff Report

Discussion and Approval of purchase of Recycling Cans in the amount of \$6,751.39 (Staff).

DATES: November 18, 2025
TO: Town Council
FROM: Jim Crosland, Town Administrator
SUBJECT: Purchase of recycling cans for \$6,751.39
ACTION REQUESTED: Approve the purchase in the amount of \$6,751.39.

Background

The Town needs to purchase 100 additional 65 gallon recycling cans to supply the new houses at Bickley Station as well as replacements to older or damaged existing cans around town.

Analysis

Otto is on State Bid, so no additional bids are required. Additionally, Otto is who we have purchased cans from in the past. This order will supply 100 new "outrageous green" cans with the Irmo logo, as well 50 axle assemblies and 100 hinge pins for repairs on existing cans.

Staff Findings

Staff recommends **APPROVAL** of the purchase.

Attachments

1. 31609

Duramax Holdings LLC
 DBA Otto Environmental Systems
 12700 General Drive
 Charlotte, NC 28273



Quote: 31609

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Mr. Doug Polen
 Town of Irmo
 Po Box 406
 Irmo SC 29063-0406

Dear Doug,

Thank you for allowing Otto Environmental Systems North America, Inc. the opportunity to present this quotation to Town of Irmo. Please let me know if you have any questions, and thank you for your interest.

Proposal Valid: October 21, 2025 - November 21, 2025

Line	Product	Description	Quantity	Net Price	Net Value
10	6953030-FI0WC000H0-IRMOSC000R01	65 Gal Edge Recycle Cart IRMOSC000 (SK)	100 Each	53.95 USD / 1 Each	5,395.00 USD
List Price53.95 USD / 1 Each5,395.00 USD State (%)4.75 %256.26 USD County (%)2.00 %107.90 USD Special Purposes District (%)0.50 %26.98 USD					
Cart Style: 65 Gal Edge/Metal Bar/Bib/One Handle Cart Base Color: 30 - Outrageous Green Lid Color: 30 - Outrageous Green Wheel: WHLIM10 - 10" WHEEL X .844 INJCT MLD					
20	AXLWHT	22.67 X .844 CRS 1018 AXLE WHITE	50 Each	6.00 USD / 1 Each	300.00 USD
List Price6.00 USD / 1 Each300.00 USD State (%)4.75 %14.25 USD County (%)2.00 %6.00 USD Special Purposes District (%)0.50 %1.50 USD					
30	WHLIM10	10" X .844 INJECT MOLDED 2.85" INTG SP	100 Each	6.00 USD / 1 Each	600.00 USD
List Price6.00 USD / 1 Each600.00 USD State (%)4.75 %28.50 USD County (%)2.00 %12.00 USD Special Purposes District (%)0.50 %3.00 USD					

Total Item Net Value		6,295.00 USD
State (%)	4.75 %	299.01 USD
County (%)	2.00 %	125.90 USD
Special Purposes District (%)	0.50 %	31.48 USD

Otto Environmental Systems North America, Inc.
12700 General Drive, Charlotte, NC 28273



Quote: 31609

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Total

6,751.39 USD

Payment Terms: 30 days net

Incoterms: Customer Pick Up (Domestic), Destination

All Credit Card transactions are subject to a 2.5% processing fee.

Orders containing premium colors may or may not include extended lead times.

Sincerely,

Shawn Newton

Shawn.Newton@otto-usa.com

I agree to purchase the items listed in the quote above and I acknowledge and agree to the Terms and Conditions of Sale.

Customer Name _____

Customer Signature _____

Date _____

Purchase Order # _____

Otto orders are assumed to ship when ready unless prior arrangements have been made via your Otto contact.

In the absence of prior arrangements, storage fees may accrue and be invoiced for any items held more than 30 days from the date of completion of your order.

Terms & Conditions for Quoted Freight

The quoted freight rate is for reference only and may change if shipping variables change before shipment. In the event of a change, the adjusted freight rate will be communicated ahead of shipment.

Fuel surcharges are subject to market fluctuation and actual surcharges invoiced by the carrier will be invoiced to the customer.

Quoted freight rates are based upon shipment of your order during regular shipment days (Monday - Friday). Should after hours, weekend, or holiday shipment be needed, additional fees will apply, and the corresponding freight rate will be communicated ahead of shipment.

Should you require weekend shipping, these freight rates will be quoted separately, as they are normally higher in cost than shipments during the regular workweek (Monday - Friday).

Quoted freight rates assume shipping of your order 48 hours from the time of order completion. Customer will be charged for shipment premiums requested by a customer before the minimum 48-hour notice.

Should a delivery address change before the shipment of your order, an adjusted freight rate will be communicated ahead of shipment. Should a delivery address change after the shipment of your order, a re-consignment fee will be charged once all updated charges are known by the carrier.

Detention Fees - If customer holds up driver at destination and carrier charges Otto detention fees (typically after 2 hours), customer will be invoiced the actual charge along with an administration fee.

TERMS AND CONDITIONS OF SALE

NOTICE: THE OFFER, ORDER ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE OF ANY PRODUCTS DESCRIBED ON THE FRONT SIDE OF THIS DOCUMENT IS SUBJECT TO AND CONDITIONED UPON ACCEPTANCE OF THE TERMS CONTAINED IN THIS INSTRUMENT. ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY PURCHASER ARE OBJECTED TO BY AND WILL NOT BE BINDING UPON OTTO ENVIRONMENTAL SYSTEMS NORTH AMERICA, LLC OR OCM SOLUTIONS, LLC (AS THE CASE MAY BE) ("OTTO") UNLESS SPECIFICALLY ASSENTED TO IN WRITING BY OTTO. UNLESS EXPLICITLY OBJECTED TO BY PURCHASER IN WRITING RECEIVED BY OTTO WITHIN FIVE (5) BUSINESS DAYS, THESE TERMS AND CONDITIONS OF SALE SHALL APPLY TO THIS OFFER, ORDER OF ACKNOWLEDGEMENT, ORDER ACCEPTANCE, OR SALE, WHETHER OR NOT THEY APPLIED TO A PRIOR PURCHASE BY PURCHASER. AS USED IN THESE TERMS AND CONDITIONS OF SALE, "PRODUCTS" MEANS THOSE PRODUCTS SET FORTH ON THE FRONT SIDE OF THIS DOCUMENT.

1. ACCEPTANCE. All orders received by Otto are subject to final acceptance or confirmation by Otto and no terms or orders are binding upon Otto until so accepted.
2. DELIVERIES. Unless otherwise specified by Otto in writing, all deliveries are F.O.B. Otto's place of business (UCC Terms). All deliveries shall be made via common carrier or some other reasonable means chosen by Otto. All risk of loss to Products sold shall pass to Purchaser upon delivery by Otto of such Products to a common carrier. Title to the Products shall remain with Otto until Purchaser pays the purchase price in full to Otto. Delivery is conditional on the timely receipt by Otto of documents necessary for the completion of the order, any down payment, and Purchaser's compliance with these terms and conditions. Delivery schedules represent Otto estimates only, and partial deliveries are permissible. Otto will use reasonable efforts to meet delivery schedules. Otto will not be liable for any delay in the performance of orders of contracts, or in the delivery or shipment of Products or for any damages suffered by Purchaser by reason of such delay. Delivery is subject to Purchaser maintaining credit satisfactory to Otto. Otto may suspend or delay performance or delivery at any time pending receipt of assurances, including full or partial prepayment or payment of any outstanding amounts owed, adequate to Otto in its discretion of Purchaser's ability to pay. Failure to provide such assurances shall entitle Otto to cancel this contract without further liability or obligation to Purchaser.
3. RECEIVING DELAYS. If for any reason Purchaser fails to accept delivery of any of the Products on the date set forth in the delivery schedules, or if Otto is unable to deliver the Products on such date because Purchaser has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Purchaser and (ii) Otto, at its option, may store or arrange for a third party to store the Products until Purchaser picks them up, whereupon Purchaser shall be liable for all related costs and expenses (including, without limitation, storage and insurance).
4. PRICES. Unless otherwise specified by Otto on the front side of this document, prices are quoted F.O.B. Otto's place of business (UCC Terms). Prices are subject to change by Otto without notice to Purchaser, and those prices set forth on the front side of this document will apply to the order. Prices do not include sales, use, excise, privilege, or any similar tax levied by any government, and Purchaser shall pay any such applicable tax. Upon the request of Otto, Purchaser shall provide Otto a tax exemption certificate acceptable to the appropriate taxing authorities.
5. TERMS OF PAYMENT. Unless otherwise specified by Otto on the front side of this document, the purchase price shall be due in full by Purchaser thirty (30) days of tender of delivery of the Products. Extension of credit, if any, may be changed or withdrawn by Otto at any time. Invoices not paid by their due date will be subject to carrying charges. Carrying charges shall accrue and be added to the unpaid balance in the amount of one and one-half percent (1-1/2%) per month of any overdue unpaid balance, or the maximum rate permitted by law, whichever is less. Purchaser shall reimburse Otto for the costs of collection, including, without limitation, reasonable attorneys' fees, of any overdue amount owed by Purchaser to Otto, and such collection costs shall also be subject to the carrying charges. Purchaser may not hold back or set off any amounts owed to Otto in satisfaction of any claims asserted by Purchaser against Otto.
6. RETURNED GOODS AND CLAIMS. Within ten (10) business days of delivery to Purchaser, Purchaser must give written notice to Otto of any claim by Purchaser based upon the condition, quantity, or grade of the Products sold or of any claimed nonconformity with the Purchaser's specifications, and the notice must indicate the basis of the claim in detail. Purchaser's failure to comply with this Paragraph shall constitute irrevocable acceptance by Purchaser of the Products delivered and shall bind Purchaser to pay to Otto the full price of such Products.
7. CANCELLATION/CHANGES. Purchaser may not cancel or change an order once placed with and accepted by Otto except with the prior written consent of Otto and upon terms that will indemnify Otto against any loss. Otto may correct mathematical or clerical errors.
8. WARRANTY. OTTO IS SELLING TO PURCHASER THE PRODUCTS AND PURCHASER ACCEPTS THE PRODUCTS "AS IS," AND OTTO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, TITLE, QUIET POSSESSION AND NON-INFRINGEMENT.

Descriptions, representations and other information concerning Products contained in Otto's catalogs, advertisements or other promotion materials or statements or representations made by Otto sales representatives or distributors shall not be binding upon Otto.

In no case shall Otto be liable for any special, incidental or consequential damages based upon breach of contract, negligence, strict liability, tort or any other legal theory, even if Otto is notified of the possibility of such damages. In all cases, Otto's maximum liability arising out of or relating to these Terms and Conditions and any Purchase Order, regardless of the legal theory, shall not exceed the contract price actually paid by Purchaser in respect of the Products supplied by Otto to which such liability relates. Otto shall not be liable for any loss, damage, detention or delay due directly or indirectly to causes beyond its reasonable control, such as acts of God, acts of Purchaser, acts of civil or military authority, fires, strikes, floods, epidemics, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, manufacturing facilities or transportation due to such causes.

9. INDEMNIFICATION. Purchaser will defend, indemnify and hold harmless Otto against all claims, losses, liabilities, damages and expenses on account of any damage to property or injury or death of persons caused by or arising out of or relating to Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Products or caused by or arising out of: (i) any breach of contract by Purchaser; (ii) any tortious acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.
 10. SECURITY AGREEMENT. Purchaser hereby grants to Otto a continuing purchase money security interest in all Products sold and/or delivered to it and to the proceeds thereof. Purchaser shall execute and deliver any financing statements and other documents that Otto may reasonably require for the perfection of Otto's security interest, and Purchaser hereby authorizes Otto to do all other acts reasonably necessary for the establishment, perfection, preservation, and enforcement of its security interest. Purchaser shall maintain adequate insurance against casualty, loss, fire, or theft of the Products for so long as the security interest is in effect.
 11. LIMITATIONS. Any action by Purchaser under or relating to this Agreement or the Products sold must be commenced within one (1) year after such cause of action has accrued.
 12. GOVERNING LAW; JURISDICTION. This Agreement, and any and all claims arising out of or related to this Agreement or any of the proposals, negotiations, communications or understandings regarding this Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina ("North Carolina") applicable to contracts made entirely within and wholly performed in North Carolina, without regard to its choice of law provisions. Any claim, action, suit or other proceeding initiated under or in connection with these Terms and Conditions or any Purchase Order may be asserted, brought, prosecuted and maintained only in any federal or state court in the State of North Carolina having jurisdiction over the subject matter thereof, and the parties hereby waive any and all right to object to the laying of venue in any such court and to any right to claim that any such court may be an inconvenient forum. The parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.
 13. CUMULATIVE REMEDIES; WAIVER. Except where specifically stated to the contrary, all remedies available to the parties for breach of this Agreement under this Agreement, at law or in equity, are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies. No waiver by either party to this Agreement of any breach of any provision of this Agreement shall be deemed a course of conduct or a waiver of a subsequent breach of that or any other provision.
 14. ENTIRE AGREEMENT. Otto and Purchaser acknowledge that these Terms and Conditions of Sale together with Otto's invoice, constitute the entire agreement between Otto and Purchaser with regard to the sale or transfer of the Products sold and supersede all prior oral or written statements of any kind made by the parties or their representative. These Terms and Conditions of Sale may not be amended, modified, or supplemented except by written agreement executed by Otto and Purchaser.
 15. SEVERABILITY. If any portion of this Purchase Order is found by a court of competent jurisdiction to be invalid or unenforceable, this Purchase Order shall be construed in all respects as if the invalid or unenforceable portion had been omitted and all other portions are fully enforceable.
 16. ACCOUNT CREDITS. In the event that the Purchaser is entitled to a credit because of a warranty claim or a price adjustment, Otto will honor the credit for a period of six (6) months from the date of the credit invoice. Any credits claimed after six (6) months will be deemed expired. Additionally, Otto will not provide cash for any claim for credit, but will only allow credits to be redeemed for product.
- AFFIRMATIVE ACTION. This contractor and subcontractor shall abide by the requirements of 41 CFR § 60-1.4(a), 60-300.5(a), and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender**

identity, national origin, protected veteran status or disability. Rev 5/1/2019



Staff Report

Appointment to the Board of Zoning Appeals (Staff). There is one (1) vacancy on the Board of Zoning Appeals, The term will expire March, 2028. An application was received from Brandon Mundy.

DATES: November 18, 2025
TO: Town Council
FROM: Doug Polen, Deputy Town Administrator
SUBJECT: Appointment to the Board of Zoning Appeals
ACTION REQUESTED: Consideration of an appointment to the Board of Zoning Appeals, ending March 2028.

Background

The BZA currently has four members following the resignation of Labrina Myers due to a job relocation. This opening would continue through the end of Ms. Myers' term, March, 2028.

Analysis

Mr. Mundy recently ran for Town Council and has shown an interest in being part of the Town's operation.

Staff Findings

Staff recommends the appointment of Mr. Mundy to the unexpired term of Labrina Myers.

Attachments

1. Brandon Mundy Application

Brandon Mundy

brandonmundysc@gmail.com

Submission Date Nov 12, 2025 9:01 AM

Contact Information Brandon Mundy

Email brandonmundysc@gmail.com

Phone Number (803) 924-7360

Address 116 Bosworth field court
Columbia, SC, 29212

Are you a resident of the Town of Irmo? Yes

If you are an Irmo resident, how long have you lived in Town? 10

Do you own, operate, or work in a business located in the Town of Irmo? No

Do you live with Lexington Richland School District 5? Yes

Do you own property within the Town of Irmo? Yes

If so, please list the address 116 Bosworth Field Court Columbia, SC 29212

Are you a registered voter? Yes

Which Board, Commission, or Committee are you primarily interested in? Board of Zoning Appeals

Why do you wish to serve on a Town Board, Commission or Committee? I want to serve on the Board of Zoning Appeals to help guide Irmo's growth in a fair and thoughtful way. I care deeply about our community and want to ensure zoning decisions support both residents and local businesses. Serving on this board would allow me to give back and help maintain the character and quality of life that make Irmo a great place to live.

Please list your qualifications for serving on a Town Board, Commission or Committee

My background includes years of experience in planning and scheduling, where I developed strong organizational and analytical skills, and I now work in real estate, which has given me valuable insight into zoning, property use, and community development. These experiences have prepared me to review issues objectively, communicate effectively, and make fair, informed decisions that support Irmo's long-term vision.

Please describe your education

Technical College - Industrial Engineering; Maintenance Specialist

Please describe your work experience

I have spent the past 5 years working in real estate as part of a top-producing team in the Midlands, where I've gained valuable experience in property sales, development, and understanding zoning and community growth. Before that, I worked 4 years as a Planning and Scheduling Supervisor, managing maintenance projects, coordinating teams, and improving operational efficiency. I also have over 10 years of experience as an Industrial Maintenance Specialist, focusing on equipment reliability, safety, and productivity in an industrial environment. In addition, I have 15–20 years of experience in plumbing, which was my first trade and continues to be a skill I use regularly, giving me a strong technical foundation and practical understanding of building systems.

Please list any other community activities in which you take part

I stay connected with local leaders to better understand community priorities and support meaningful engagement across Irmo. I enjoy helping with youth sports and activities, as I believe they build teamwork and community pride. I am also a strong supporter of Irmo High School athletics and take pride in cheering on and encouraging our local student-athletes.

Any additional comments

I recently ran for Irmo Town Council, which was a great opportunity to connect with residents and learn more about the needs of our community. Serving on a town board would be an excellent way to stay involved and continue contributing to Irmo's progress. I plan to run again in future elections and remain dedicated to helping our town grow, improve, and adapt to future development while being an active part of the team that supports Irmo's continued success.

Conflict of Interest Agreement

signature