



TOWN COUNCIL WORKSHOP

Irmo Municipal Building
7300 Woodrow Street, Irmo, SC 29063

December 9, 2025 @ 6:00 PM

AGENDA

- I. Call to Order
- II. Discussion Items
 - A. Discussion of Procurement Ordinance
 - B. Discussion of FY 25-26 Budget Amendments
 - Irmo Little League - \$50,000
 - Universal Outreach - \$30,000
 - SC Career Kids - \$30,000
 - MPA Strategies - \$27,500
 - 2025 Chevy Silverado (Code Enforcement) - \$53,288
 - IPD Weapons - \$28,585
 - Hustler Mower - \$19,000
 - Rawl's Creek Basketball Court - \$100,000
 - Team IA / Scanning Project - \$20,000
 - Events Manager Position - \$40,000
 - K-9 Units (Two) - \$20,000
 - Welcome to Town Signage - \$60,000
 - Council Retreat - \$3,500
 - C. Discussion on amendments to the Okra Strut Commission and Events Committee ordinances
 - D. Discussion concerning an updated solid waste contract with Tyler Sanitation/NewSouth Waste

- E. Discussion concerning annexation applications:
 - Water Walk
 - Celtic Works
 - F. Discussion of the 2026 Town Council Calendar
 - G. Discussion concerning acceptance of a grant for the Inclusive Park at Rawl's Creek
 - H. Discussion concerning the granting of an easement to Richland County for the Broad River Road widening
 - I. Discussion from Mayor Danielson concerning the National League of Cities conference
- III. Open Discussion
- IV. Executive Session
- A. Personnel Matter §30-4-70(a)(1) – Discussion on contractual matters related to the Town Administrator and Municipal Court Judge.
- V. 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).



Staff Report

Amendment to the Municipal Ordinance

DATES: Town Council Workshop: December 9, 2025
Town Council First Reading: December 16, 2025
Town Council Second Reading: January 20, 2026

TO: Irmo Town Council

FROM: Jim Crosland, Town Administrator

SUBJECT: Municipal Ordinance Amendment

ACTION REQUESTED: Consideration of an ordinance to amend Chapter 2 of the Municipal Ordinance regarding purchasing and procurement procedures

Purpose

To seek Town Council approval of an ordinance repealing and replacing the Town's existing 2001 procurement provisions with a modernized framework that aligns with current state law, technology, and municipal best practices.

Background

The Town's current purchasing ordinance, adopted in 2001, contains outdated thresholds and procedures that do not reflect present-day operational practices or state procurement standards. Staff conducted a comprehensive review of the ordinance and developed an updated Purchasing Policy and Procurement Ordinance to improve efficiency, transparency, and compliance.

Summary

The attached ordinance repeals and replaces the Town's 2001 procurement provisions with a modern, flexible framework aligned with current state law and best practices. The update raises outdated dollar thresholds, formalizes procedures for requests for proposals (RFPs), adds authority for purchases using state contracts, and codifies clear processes for bid protests, local preference, and emergency purchases. The accompanying purchasing policy will provide the

detailed administrative procedures to implement this ordinance efficiently while maintaining transparency and fiscal responsibility.

Recommendation

Staff recommends that Town Council approve the attached ordinance amending Chapter 2, Article V, Division 2 of the Town Code (Purchasing and Procurement).

Attachments

1. Ordinance No. 25-XX – Procurement and Purchasing Amendment
2. Purchasing Policy (Administrative Document)
3. Comparison Summary Table – 2001 vs. 2025 Ordinance

Town of Irmo Ordinance No. 26-1

AN ORDINANCE TO AMEND CHAPTER 2, ARTICLE V, DIVISION 2 OF THE MUNICIPAL ORDINANCE REGARDING PURCHASING AND PROCUREMENT PROCEDURES

WHEREAS, the Town of Irmo's current procurement provisions, codified as Chapter 2, Article V, Division 2 of the Town Code, were adopted in 2001 and have become outdated due to changes in state law, technology, and municipal best practices; and

WHEREAS, the Town Council desires to modernize and clarify its purchasing and contracting procedures to promote efficiency, transparency, competition, and accountability in municipal procurement; and

WHEREAS, pursuant to S.C. Code Ann. §§ 5-7-260 and 11-35-50, municipalities are authorized and required to adopt procurement ordinances consistent with state law;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Council of the Town of Irmo, South Carolina, duly assembled, that Chapter 2, Article V, Division 2 of the Town Code is hereby repealed in its entirety and replaced with the following:

Sec. 2-351. Purpose and Intent.

The purpose of this Division is to establish uniform purchasing and procurement procedures for the acquisition of materials, supplies, equipment, and services by the Town of Irmo. These procedures are intended to ensure fair and open competition, prudent use of public funds, and compliance with applicable state and federal law.

Sec. 2-352. Authority and Administration.

- A) The Town Administrator shall serve as the Town's Purchasing Agent and shall be responsible for administering the Town's purchasing system in accordance with this Division and any administrative purchasing policies adopted by Town Council by resolution.
- B) The Town Administrator may delegate purchasing responsibilities to department heads or other designees as necessary for efficient operations, provided that all procurements remain subject to the requirements of this Division and Town policy.
- C) The Town Council may, by resolution, adopt or amend a Purchasing Policy to implement this Division and establish detailed procedures for requisitions, quotes, bids, proposals, and contract administration.

Sec. 2-353. Procurement Thresholds and Methods.

Purchases shall be made using the method corresponding to the total dollar value of the procurement, including any related costs, taxes, and fees:

1. Micro Purchases — Less than \$1,000.
Department heads may make purchases not exceeding \$999 when the price is considered reasonable.
2. Small Purchases — \$1,000 to \$4,999.
Require a minimum of three (3) oral or electronic quotes, documented on or attached to the requisition.
3. Informal Bids — \$5,000 to \$24,999.
Require a minimum of three (3) written competitive quotes. Quotes shall be retained with the requisition and subject to verification by the Finance Department.
4. Formal Sealed Bids or Proposals — \$25,000 and above.
Shall be procured through formal competitive sealed bidding or competitive sealed proposals (RFPs). Public notice shall be given on the Town website and, when appropriate, in a newspaper of general circulation or the South Carolina Business Opportunities website.
5. Professional Services.
Professional services customarily procured on a fee basis—such as legal, accounting, architectural, engineering, or consulting services—may be obtained through a Request for Proposals (RFP) or Request for Qualifications (RFQ) process when formal sealed bidding is not practicable.
6. Council Approval.
Town Council approval is required for all procurements and contracts of \$25,000 or greater and for all new construction contracts.

Sec. 2-354. Evaluation and Award.

- A) Contracts shall be awarded to the lowest responsive and responsible bidder or, for proposals, to the respondent whose offer is most advantageous to the Town, considering price and other evaluation factors set forth in the solicitation.
- B) The Town may reject any or all bids or proposals when it is in the public interest to do so.
- C) A written record of all bids and proposals, including the rationale for award or rejection, shall be maintained for not less than 12 months.

Sec. 2-355. Local Preference.

If two or more bids or proposals are equal in all respects—including price, quality, and service—the contract shall be awarded to a bidder located within the Town of Irmo, provided that the bidder holds a valid Town business license and is not delinquent in any Town taxes or fees.

Sec. 2-356. Emergency Procurements.

- A) When an immediate threat to public health, welfare, safety, or essential services exists, the Town Administrator may authorize emergency purchases without competitive bidding.
- B) The Administrator shall, as soon as practicable, submit a written report of the emergency procurement to the Town Council, describing the circumstances and vendor selected.
- C) Emergency purchases shall be limited to those supplies, services, or equipment necessary to meet the emergency condition.

Sec. 2-357. Sole-Source, Cooperative, and other Purchasing.

- A) Procurements may be made on a sole-source basis when the item or service is available from only one supplier or when compatibility or standardization is essential.
- B) The Town may participate in cooperative purchasing agreements with other governmental entities when such participation serves the best interest of the Town and complies with S.C. Code § 11-35-4610.
- C) The Town may engage in auctions, competitive online bidding, fixed price bidding, competitive best value bidding, negotiations after unsuccessful competitive sealed bidding, and design-build contracts.

Sec. 2-358. State Contract Purchases.

The Town may purchase materials, equipment, or services through contracts established by the State of South Carolina or any agency thereof.

When an item or service is available on a current state bid contract, the Town may purchase directly from that contract without conducting its own competitive bid or proposal process, provided that:

- 1. The purchase price and terms are equal to or more favorable than those available through the state contract; and
- 2. The item or service meets the Town’s operational requirements.

Such purchases shall be considered compliant with the competitive procurement requirements of this Division.

Sec. 2-359. Bid Protests.

- A) Any bidder or proposer aggrieved by the solicitation or award of a contract may file a written protest with the Town Administrator within five (5) business days of the bid opening or notice of award.
- B) The Administrator shall issue a written decision within five (5) business days. An appeal may be filed with the Town Council within five (5) business days of the

Administrator's decision. The Council shall hear and decide the appeal at its next regular or special meeting.

C) Procedures for protests shall be detailed in the Town's Purchasing Policy.

Sec. 2-360. Conflict of Interest.

No member of the Town Council or Town employee shall have a financial interest in any contract or sale to the Town, except as authorized by state law and approved by a majority of Council, with any interested member abstaining. Any knowing violation of this section constitutes malfeasance in office and may render the contract voidable.

Sec. 2-361. Ethics and Conduct.

Town officers and employees shall conduct all procurement activities in compliance with the South Carolina Ethics, Government Accountability, and Campaign Reform Act (S.C. Code § 8-13-100 et seq.). No Town employee or official shall solicit or accept any rebate, gift, or favor from a vendor or contractor, except as provided by law for the benefit of the Town.

Sec. 2-362. Administrative Policies.

The Town Administrator shall promulgate and maintain administrative policies and procedures consistent with this Division to implement the Town's procurement program. Such policies shall not conflict with this ordinance and shall be approved by Town Council by resolution.

Sec. 2-363. Records and Audits.

All procurement records shall be maintained in accordance with the Town's records retention policy and shall be available for inspection as public records. The Town's purchasing system shall be subject to periodic internal or external audit.

Sec. 2-364. Repealer and Effective Date.

This ordinance shall become effective upon second reading and adoption by the Town Council of Irmo. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

PASSED AND ADOPTED this 20th day of January, 2026

William O. Danielson, *Mayor*

ATTEST:

Lisa Hancock, *Municipal Clerk*

1st Reading: December 16, 2025

2nd Reading: January 20, 2025

Town of Irmo Resolution No. 26-1

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF IRMO, SOUTH CAROLINA,
ADOPTING THE TOWN OF IRMO PURCHASING POLICY

WHEREAS, the Town Council of the Town of Irmo has adopted Ordinance No. 26-01, amending Chapter 2, Article V, Division 2 of the Town Code to modernize purchasing and procurement procedures in accordance with South Carolina law; and

WHEREAS, said ordinance authorizes the Town Council to adopt by resolution a Purchasing Policy establishing the administrative procedures necessary to implement the Town's procurement program; and

WHEREAS, the Town of Irmo Purchasing Policy sets forth the processes for requisitions, quotes, bids, proposals, purchase orders, emergency procurements, exemptions, and related administrative requirements to ensure efficiency, transparency, and accountability in the expenditure of public funds; and

WHEREAS, it is the intent of the Town Council to provide clear and consistent direction to Town staff for the execution of purchasing activities consistent with state law, local ordinance, and sound fiscal management principles.

NOW, THEREFORE, BE IT RESOLVED that the document entitled "Town of Irmo Purchasing Policy, adopted January 20, 2026," attached hereto and incorporated herein by reference, is hereby approved and adopted as the official Purchasing Policy of the Town of Irmo.

BE IT FURTHER RESOLVED that the Town Administrator shall implement and maintain this policy and may recommend future amendments as necessary for the efficient operation of the Town's purchasing system.

PASSED AND ADOPTED this 20th day of January, 2026

William O. Danielson, *Mayor*

ATTEST:

Lisa Hancock, *Municipal Clerk*



Purchasing Policy

For the purposes of this Policy, the Term “**Purchasing Agent**” may refer to the Town Administrator, Department Head or designated appropriate employee.

All purchases by the Town of Irmo will be made in accordance with the procedures stipulated in this policy. The purchasing system will be one of centralized purchasing with provisions for purchase orders, emergency purchases, specialized cases, and contracts/agreements. Contracts/agreements are those items such as maintenance contracts, rental agreements, etc., which are agreed upon for a long-term basis. A one-time notification basis to purchase will suffice for those items.

All purchases shall be initiated by creating an electronic requisition in the Town’s financial software with the approval of a department head or his/her authorized representative. Who gives final approval on requisitions? The Purchasing Agent shall proceed with the purchase only after a purchase order number is generated by the Town. **Any invoice received from a vendor which reflects a purchase made outside of policy will be disallowed for payment and will be returned to the vendor for clarification or correction.**

Additional policies and procedures have been established based on the purchase amount, type and/or special condition.

Formal Bid Policy (Competitive Sealed Bidding)

Sealed, competitive bidding is required on all expenditures of \$25,000 and above except for professional services, technical services, or process materials for which bid specifications can be developed to ensure adequate competition. The competitive bidding process is as follows:

1. The purchasing agent will submit the draft bid package listing specifications for the purchase to the Town Administrator’s office.
2. The Town Administrator will review the draft submitted and provide any revisions that are deemed necessary.

3. The purchasing agent will establish a bid opening date and mail and/or email the notices to the potential bidders and/or place the notice on the South Carolina Business Opportunities website and the Town's website.
4. The notice shall include: a general description of the articles or services to be purchased; where bid blanks and specifications may be secured; and the time and place for opening bids.
5. To be considered, bids must be received by the appropriate location at the specified time; any bids received after the specified time will be returned unopened. Bids shall be opened in public at the time and place stated in the public notices.
6. The lowest responsible, responsive bidder will receive the award (or all bids will be rejected) unless it is determined that the lowest bid does not meet the specifications or in any other way is not considered as per the solicitation. In determining "lowest responsible bidder," in addition to price, the purchasing agent shall also consider:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. Whether the bidder can perform the contract or provide the service promptly, or within the time specified, without delay or interference;
 - c. The character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. The quality of performance of previous contracts or services;
 - e. The previous and existing compliance by the bidder with laws and ordinances relating to the contract or services;
 - f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. The quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h. The ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. The number and scope of conditions attached to the bid.

7. A tabulation of all bids received shall be available for public inspection.
8. The purchasing agent shall have the authority to reject all bids, parts of all bids, or all bids for any one or more supplies or contractual services included in the proposed contract, when the public interest will be served thereby.
9. The purchasing agent shall not accept the bid of a vendor or contractor who is delinquent in the payment of taxes, license fees, or other amounts due to the Town.
10. When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the purchasing agent and filed with the papers relating to the transaction and held for a period of no less than 12 months.
11. Local Preference. If all bids received are for the same total amount of unit price, quality and services being equal, the contract shall be awarded to the local bidder.
12. Performance bonds. The purchasing agent shall have the authority to require a performance bond, before entering into a contract, in such form and amount as he/she shall find reasonably necessary to protect the best interest of the Town.
13. Payment Bond/Labor and Material Bond. The purchasing agent may require a Payment Bond and a Labor and Material Bond, before entering into a contract, in such form and amount as he/she shall deem necessary to protect the best interest of the Town.

Request-for-Proposals (RFP) (Competitive Sealed Proposals)

When the purchasing agent determines that the use of competitive sealed bids (formal sealed bids) is neither practical nor advantageous to the Town, a contract agreement may be entered through Request-for-Proposals (RFP) or Competitive Sealed Proposals. Procurements made by Competitive Sealed Proposals are usually highly technical, complex in nature and do not lend themselves to formal competitive sealed bidding. Proposals shall be solicited from a minimum of three (3) qualified sources, when such sources are available, through an RFP. Adequate public notice of the RFP may be given in one or more newspapers of general circulation as the purchasing agent deems necessary. The purchasing agent may also run a public notice in SC Business Opportunities, the Dodge Report, and the Town's website. Receipt of the written proposals shall be handled publicly by the purchasing agent. The RFP should state the relative importance of price or fee and other evaluation criteria. To ensure complete understanding of and responsiveness to the RFP scope-of-work, discussion with responsible respondents who submit proposals that appear to be eligible for contract award may be appropriate. Respondents will be accorded fair and equal treatment with respect to any opportunity for

discussion and revision of proposals. In conducting discussions there shall be no disclosure of any information derived from proposals submitted by competing respondents.

Award shall be made to the responsive respondent whose proposal is determined in writing to be the most advantageous to the Town of Irmo, considering price and other evaluation criteria set forth in the RFP. This procurement method has traditionally been utilized for: 1) services rendered by consultants offering advice in specialized fields like economic development; 2) services rendered for an update of the Town's classification and compensation plan; 3) cash management or banking services, as well as other financial services provided to the Town; etc.

Informal Bid Policy

Purchase of items of **\$5,000 - \$24,999** require three (3) written competitive bids. These bids should be electronically attached to the requisition for purchase, submitted to the Finance Department, and will be handled as prescribed.

Purchase of items of **\$1,000 - \$4,999** require three (3) oral competitive bids. These bids must be written on, or electronically attached to, the requisition for the purchase, submitted to the Finance Department and will be handled as prescribed.

Small purchase orders and/or debit card purchase of items **up to \$999** do not require oral or written bids if the prices are considered to be reasonable.

Emergency Circumstances

In the event that there exists an immediate threat to public health, welfare, safety, or a breakdown of essential services occurs, including federally declared disasters, the Town Administrator has the authority to forgo the formal bid policy and approve emergency services and/or replacement of essential equipment.

Exemption from bids

Town Council may waive the informal and formal bid procedures:

1. When it is to the advantage of the Town to acquire goods and/or services on the basis of a previously awarded bid or contract, and
2. for professional services where the person employed is customarily employed on a fee basis rather than by competitive bidding. Examples would include appraiser, attorney, or physician, etc., and
3. when it is appropriate or necessary to issue a Request for Qualifications or Request for Quote (RFQ) as a screening step to identify a vendor or firm that is qualified to perform a service for hire with evaluation utilizing a scoring rubric.

4. when it is to the advantage of the Town to acquire goods and/or services on a most convenient source basis or sole-source basis in situations of prolonged supply chain delays, or when there is only one source for the required supply, service, or equipment.

Financial interest of town officials and employees prohibited

No member of the Town Council or any officer or employee of the Town, shall have a financial interest in any contract or in the sale to the Town or to a contractor supplying the Town of any land or rights or interests in any land, material, supplies or services; except when a majority of the Town council determines such exception in the best interest of the Town, provided, that no council member whose interest is involved shall vote on the question. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee of the Town found guilty thereof shall there by forfeit his/her office or position. Any violation of this section with the knowledge express or implied of the person or corporation contracting with the Town shall render the contract voidable by the Town Administrator or the Town Council.

Cooperative purchasing

The purchasing agent shall have authority to join with other units of government in cooperative purchasing plans when the best interests of the Town would be served thereby; Provided that all cooperative purchasing contracts must be awarded through full and open competition and the Town must have legal authority to participate in the cooperative purchasing agreement as afforded by Title 11 Chapter 35 of the South Caroline Procurement Code.

Reports of any collusion or other anticompetitive practices suspected will be investigated by the Town Administrator or designee and may, ultimately, be reported to the state attorney general.

Category	2001 Ordinance	2025 Ordinance Amendment
Overall Structure	Detailed, procedural, and outdated; limited flexibility.	Streamlined, policy-based, and modern; flexible via Council-approved policy.
Purchase Thresholds	Council approval required for >\$10,000; Administrator <\$5,000; very low thresholds.	Formal ≥\$25,000; Informal \$5,000–\$24,999; Small \$1,000–\$4,999; Micro <\$1,000.
Formal Bidding Requirement	Required for purchases above \$500 with Council approval for >\$10,000.	Required for ≥\$25,000; includes RFP/RFQ process with public posting options.
Informal/Small Purchases	Written quotes required for \$1,500–\$5,000; minimal guidance for smaller purchases.	Clear oral and written quote procedures for purchases below \$25,000.
Professional Services	Town Administrator could hire professionals under \$1,500 limit; Council approval required above.	Allows professional services through RFP/RFQ; no bidding required for fee-based services.
Emergency Procurement	Allowed emergency purchases with little detail or reporting process.	Expanded authority for Administrator with Council notification and written report.
Sole Source & Cooperative Purchasing	Permitted sole-source purchases but without clear criteria; limited cooperative purchasing authority.	Detailed guidance with Title 11-35 reference; explicit cooperative purchasing authority.
State Contract Purchases	No provision for state contracts; each purchase handled separately.	New section: purchases via state bid contracts allowed without additional bidding.
Bid Protests	No formal protest process outlined.	Adds 5-day protest and appeal process to Administrator and Council.
Local Preference	Offered a 2% preference but limited applicability and no clarity on ties.	Defines tie-breaking local bidder rule; must hold business license and be current on taxes.
Ethics & Conflicts	Prohibited gifts or interests but lacked reference to state ethics code.	Explicit reference to SC Ethics Act and modern conduct standards.
Administrative Policy Authority	None; ordinance contained all procedural detail in code text.	Administrator authorized to adopt and update purchasing policy by Council resolution.
Technology & Modernization	Did not address electronic bids, online posting, or modern procurement methods.	Supports electronic bids, online posting, cooperative contracts, and record audits.



Staff Report

Amendment to the FY 2025/2026 Budget

DATES: Town Council Workshop: December 9, 2025
 Town Council First Reading: December 16, 2025
 Town Council Second Reading: January 20, 2026

TO: Irmo Town Council

FROM: Jim Crosland, Town Administrator

SUBJECT: Municipal Ordinance Amendment

ACTION REQUESTED: Consideration of an ordinance to amend the FY25/26 Municipal Budget

Purpose

During the course of the year, Council votes to purchase items outside of the adopted budget. These items must later be voted in as a budget amendment. This amendment contains ten such changes for the first half of the fiscal year, or items foreseen in the second half.

Background

The amendment items are as follows:

Irmo Little League	\$50,000	Proposed donation to the Irmo Little League
Universal Outreach	\$30,000	Proposed donation to Universal Outreach Church
SC Career Kids	\$30,000	Proposed donation to SC Career Kids
MPA Strategies	\$27,500	Previously approved payment to MPA Strategies to serve as PIO and communication consultant
2025 Chevy Silverado	\$53,288	Previously approved and purchased Code Enforcement Vehicle

IPD Weapons	\$28,585	Previously approved purchase of Glock pistols for IPD
Hustler Mower	\$19,000	Proposed purchase of a Hustler Mower for Public Service. One of the existing mowers is beyond repair and will be sold for parts.
Rawl's Creek Basketball Court	\$100,000	Proposed basketball court and bleachers to be placed in grassy area at the front of Rawl's Creek Park
Team IA / Scanning Project	\$20,000	Continuation of the scanning project originally funded with ARPA money in 2022. Total projected cost to scan IPD files is \$100,000.
Events Manager Position	\$40,000	Proposed creation of a new position to organize all Town events, including the Okra Strut, Concert Series, Christmas Tree Lighting, Trunk or Treat, and other events. \$40,000 will cover the salary and benefits for 6 months.
K-9 Units (Two)	\$40,000	Proposed cost to acquire two K-9 units. \$20,000 will be from the narcotics fund and \$20,000 from the general fund.
Welcome to Town Signage	\$60,000	Proposed new welcome signage near the Ballentine Wal-Mart
Council Retreat	\$3,500	Proposed Council retreat.

Additionally, one other new position is envisioned – a full-time custodian. This position will cost approximately \$30,000 for 6 months, and the funding for this item will come out of the currently budgeted custodial services line that the Town uses for a third-party provider. Because this funding source already exists in the budget, no amendment is required.

Recommendation

Staff recommends **APPROVAL** of the budget amendment.



Staff Report

Amendment to the Municipal Code of Ordinance

DATES: Town Council Workshop: December 9, 2025
Town Council First Reading: December 16, 2025
Town Council Second Reading: January 20, 2026

TO: Irmo Town Council

FROM: Doug Polen, Deputy Town Administrator

SUBJECT: Municipal Ordinance Amendment

ACTION REQUESTED: Consideration of an ordinance to amend the ordinances concerning the Okra Strut Commission and Events Committee

Purpose

At present, the Okra Strut Commission is a decision-making body that effectively operates outside of the Town Council except in matters of the overall budget. The Events Committee operates similarly, but with more Council oversight. Both groups are expected to research items, make decisions, and volunteer their own time to keep processes moving forward through event completion. Historically, one of the main reasons for this has been the lack of dedicated Staff to enact the decisions of the Commission and Committee.

With the hiring of a full-time Events Manager, Staff recommends that Council consider changing the nature of the Okra Strut Commission and Events Committee. Under this change, the Okra Strut Commission would become a committee and all actions of both committees would be purely advisory. The Committees and Staff would make recommendations to each other, and then Staff, acting on behalf of the Town Administrator and Town Council, would enact policy.

For example, the Okra Strut Committee may recommend a certain activity at the Strut, such as the remote-controlled car event. Staff would then connect with R/C car provider, work out pricing, and make decisions as to whether to go forward with that contractor. Staff, in consultation with

Council, may opt to not engage the services of an R/C Car provider. Effectively, Staff will plan, organize, recruit volunteers for, and ultimately administer the event, with the Committees as purely advisory bodies. By having all event operations handled by one responsible Staff Department, the Town Administrator can ensure that all aspects of events are handled in a timely manner.

Additionally, Staff and the commission/committee would like to see a policy change whereby the commission/committee has the official ability to review the applications of prospective members, interview members, and make recommendations to Council concerning their membership.

Recommendation

Staff does not have an ordinance as of this time. Rather, Staff would like Council's opinion on a way forward and the ordinance, if desired, will follow.



Staff Report

Discussion concerning an updated solid waste contract with Tyler Sanitation/NewSouth Waste

DATES: December 9, 2025
TO: Town Council
FROM: Jim Crosland, Town Administrator
SUBJECT: NewSouth Waste Contract Proposal
ACTION REQUESTED:

Background

NewSouth Waste (formerly Tyler's Sanitation) would like to purchase 5,000 new roll carts to transition all recycling to the same 95 gallon size containers they currently use for regular waste. The current 65 gallon recycling containers will be retained as yard debris cans. The cost of the 5,000 cans will be \$288,910.80, to be paid out over five years at a cost of \$1.19 per home per month, or \$14.28 per year. These cans will be repaired and maintained by NewSouth going forward. In so doing, the current contract with NewSouth would be extended by five years, until Dec. 31, 2031.

Analysis

Irmo has had a solid waste contract with NewSouth/Tyler's since 2018, and extending this contract until 2031 would result in 13 years without a bid for solid waste services.

That having been said, NewSouth has been a good partner to the Town, we receive comparatively few complaints from citizens concerning their service, and the Town has found in the past that we charge less to our citizens than neighboring areas do for solid waste, recycling, and debris pickup.

Staff Findings

Attachments

1. New South Contract



PO Box 3549
West Columbia, SC 29171
803-809-2002



**TYLER'S
SANITATION, INC.**

November 12, 2025

Mr. Jim Crosland
Town Administrator
7300 Woodrow Street
Irmo, SC 29063

Dear Mr. Crosland,

As we have discussed, NewSouth Waste/Tyler's Sanitation would like to propose purchasing new 95-gallon recycling roll carts for the Town of Irmo to replace the existing 60-gallon roll carts that are currently being used for recycling collection. As we transition to the automated collection program, it has become obvious that the current 60-gallon carts are creating complaints regarding capacity and extra recycling being placed on the ground.

To assist in making the proposed transition to the 95-gallon recycle cart easier, our company is willing to pass on the cost of the roll carts at our cost amortized over a 5-year term. I have enclosed a copy of the quote to purchase the recycling carts in question. If we amortize the purchase price of \$289,000 over 5 years, the net increase to the town would be \$1.19 per home per month.

While we completely understand that no one ever likes to deal with price increases, even with this slight increase, the rate that the Town of Irmo pays would be \$4.00 per month less than what is being paid by residents outside of the town limits and continues to be excellent value for the citizens of Irmo. In addition, NewSouth/Tyler's would assume responsibility for purchase, repair, and maintenance of these recycle carts going forward, eliminating the expense the town currently must incur each year.

I trust that the Town of Irmo will give our proposal consideration. To help provide all the details, I have enclosed a copy of the quote from our roll cart vendor, a worksheet that outlines the monthly payment per roll cart calculation, and a sample draft of the proposed contract for the new five-year agreement that is proposed.

As always, please know how much our team values the relationship we enjoy with the Town of Irmo and we look forward to continuing to serve you and the citizens of Irmo for years to come.

Sincerely

Jim Reed
NewSouth Waste/Tyler's Sanitation



Locations:
 1000 Raco Court, Lawrenceville, GA 30046
 625 West Mockingbird Lane, Dallas, TX 75247
 1738 W. 20th St, Erie, PA 16502
 7452 Presidents Dr, Orlando, FL 32809

8875 Commerce Dr, DeSoto, KS 66018
 7800 100th St, Pleasant Prairie, WI 53158
 4010 East 28th St, Los Angeles, CA 90058

Proposal

Proposal #: 243884 RCY A&D 103025

October 30, 2025

Bill-to: NEWSOUTH WASTE PO BOX 3549 WEST COLUMBIA SC 29171	Ship-to: TOWN OF IRMO SC
Billing Contact: Name: JIM REED Phone: 803-667-0000 Email: wasteknot1@gmail.com	Shipping Contact: SAME

ITEM DESCRIPTION	QUANTITY	UNIT PRICE	EXTENDED PRICE
Rollout Cart Type: 95 Gallon EG Recycle Cart #630635 Body Color Requested: Forest Green Lid Color Requested: Electric Lime Green Wheels / Casters: 10" Snap on with Intergrated Spacer	5,000	\$47.45	\$ 237,250.00
Artwork: <div style="border: 1px solid black; padding: 10px; text-align: center;"> </div>			

Assembly & Distribution:	5,000	\$ 4.50	\$ 22,500.00
<p>This quote is for curbside A&D and assumes the customer will provide a centrally located staging yard. Unload trailers, assemble carts, deliver carts curbside to homes, assign cart serial # to each home via barcode to ensure 100% accuracy, record GPS coordinates, provide daily e-mail of progress, provide website to monitor progress. A&D reconciliation to happen at the end of project, \$4.50/cart/attempt or resolution against address. Any additional asks from the customer such as writing addresses on the cart or applying a sticker, etc, may incur additional fees.</p>			

Is Product Taxable? Yes	Is Freight taxable? Yes	Tax Rate: 8.00%	Terms: Net 30 Days	Subtotal = \$259,750.00
				Est. Tax on Product = \$20,780.00
				Est. Freight Rate (970/TL) = \$7,760.00
				Est. Tax on Freight = \$620.80
				Total = \$288,910.80

ADDITIONAL INFORMATION:	
Contract Options: None	Ship From: Lawrenceville, GA facility
Leadtime: Produce to meet Jan 15th A&D start date	Warranty: 10 year unprorated warranty
Quote Valid: 30 Days	Taxes: All applicable taxes shall be paid by the Buyer unless a proper exemption is provided and validated.

PRESENTED BY:	ACCEPTED BY:
 Alyson Butler 10/30/2025 Alyson Butler Date Environmental Account Specialist Direct: 470-834-5411 Email: customerservice@rehrig.com	Sign and Print Name Date Title: _____

To initiate order, please call or send signed proposal via fax or email to Presented By representative.

NewSouth Waste

Roll Cart Amortization Worksheet

Roll Cart-Total Purchase	\$ 288,910.80
Amortization Term (Months)	60
Interest Rate	8%
Monthly Payment	(\$5,858.07)
Current Customer Count	4923
Net Cost Per Home Per Month	\$ (1.19)

**SOLID WASTE COLLECTION,
TRANSPORTATION AND DISPOSAL AGREEMENT**

This SOLID WASTE COLLECTION, TRANSPORTATION AND DISPOSAL AGREEMENT (this “Agreement”) is made and entered into this the ____ day of December, 2025, by and between the Town of Irmo, hereinafter referred to as “CUSTOMER”, and NewSouth Waste – Residential (formally known as Tyler Sanitation of Columbia), hereinafter referred to as “CONTRACTOR.”.

WITNESSETH

WHEREAS, CUSTOMER is responsible for the collection and disposal of solid waste, yard waste and recyclable materials of its residents; and

WHEREAS, CONTRACTOR is in the business of solid waste, yard waste and recyclables collection and desires to provide such services to CUSTOMER; and

WHEREAS, CUSTOMER desires to engage CONTRACTOR to collect all residential solid waste, yard waste and recyclable materials from within its boundaries in accordance with the terms of this Agreement and applicable law, including, without limitation, the ordinances of the Town of Irmo, Richland County, and the State of South Carolina.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledge, the parties hereby agree as follows:

1. Term: This agreement shall be binding on all parties for a period of 5 years beginning January 1, 2026, and ending December 31, 2031 (the “Adjusted Term”). The Adjusted Term will be automatically extended for subsequent three-year periods (each an “Extension Term” and together with the Adjusted Term, the “Term”) unless either party provides written notice to other of its intention not to extend this Agreement not less than (90) days prior to expiration of the then-current term. In the event that the CUSTOMER elects not to automatically extend agreement or any renewals thereof, CUSTOMER agrees to negotiate terms and conditions of a renewal for a period of not less than 90 days prior to taking bids or proposals for service.
2. Services: CUSTOMER hereby grants to CONTRACTOR the exclusive right for the collection and transportation of all residential solid waste, yard waste and recyclable materials in the Town of Irmo from the point of pickup to a solid waste disposal site or materials recycling facility that has been mutually agreed to by the CUSTOMER and CONTRACTOR. Such solid waste disposal site has been permitted in accordance with applicable laws, rules and regulations for disposal of solid waste (the “Services”).
 - a. Residential Curbside Trash Collection – Subject to Section 3 below, each home will be provided with a 95-Gallon roll-cart to be serviced on a once per week basis. Carts must be placed at the curb no later than 5:00 a.m. on the scheduled

day of collection. Special “door step” collection services are available for disabled or elderly residents if no resident within the household is capable of placing the cart(s) at the curb. Customer will provide to the Contractor a list of the eligible “door step” customers not to exceed 5% of the total residences.

- b. Residential Curbside Yard Waste Collection – Subject to Section 3 below, service will be provided once per week. All Yard Waste collected by CONTRACTOR must be prepared and is subject to the terms, preparation and limitations contained in Exhibit A, herein attached.
 - c. Residential Curbside Recycling Collection – Subject to Section 3 below, service will be on an every other week basis utilizing the contractor owned 95-gallon carts. Carts must be placed at the curb no later than 5:00 a.m. on the scheduled day of collection.
 - d. Residential Curbside Bulk Collection – Subject to Section 3 below, Bulk waste collection will be available on a “call-in basis.” Acceptable bulky items will be collected based on Exhibit A, herein attached. Items must be placed at the curb no later than 6:00 a.m. on the scheduled day of service.
3. Types of Waste: Title to Waste
- a. Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation and disposal of Acceptable Solid Waste and only such Acceptable Solid Waste as is disposed of in 95-gallon, CONTRACTOR provided roll-cart.
 - b. Bulk items included waste material from a residential source, other than construction debris, with a weight or volume greater than that allowed in the CONTRACTOR-provided containers, such as sofas, chairs, mattresses, and other types of furniture.
 - c. Yard Waste includes leaves, brush, grass clippings, shrub and small tree prunings, discarded Christmas trees, nursery and greenhouse vegetative residuals, and vegetative matter resulting from non-commercial (specifically, work performed by the homeowner or resident) landscaping development and maintenance other than mining, and agricultural operations. Debris from tree cutting, trimming, and/or tree removal must be hauled and disposed of by the homeowner.
 - d. Recyclable Materials include aluminum cans, newspaper, plastics (#1 and #2), such as milk jugs, water jugs, soft drink bottles, detergent bottles, paper, magazines, and corrupted cardboard. This list of materials may be modified as recycling capabilities and markets change. Notwithstanding anything to the contrary herein, CONTRACTOR shall only be responsible for the collection, transportation, and disposal of Recyclable Materials and only such Recyclable Materials as are disposed of in the CUSTOMER provided 65-gallon roll-cart.
 - e. For purposes of this Agreement, “Acceptable Solid Waste” means mixed residential solid waste that originates from within a household that is permitted

under the governing permits and the applicable laws to be accepted at the applicable disposal facilities and that are not otherwise Unacceptable Waste.

- f. For purposes of this Agreement, “Unacceptable Solid Waste” means:
 - i. Any material which by reason of its composition characteristics or quantity is hazardous waste as defined in the Resource Conservation and Recovery Act of 1976, 42 U.S.C. 6901 *et seq.*, and the regulations thereunder or any material hazardous substance or hazardous material as defined in or under any other federal, state or local law, and the applicable regulations thereunder, and any other material which any governmental agency or unit having or claiming appropriate jurisdiction shall determine from time to time to be harmful, toxic or dangerous, or otherwise ineligible for disposal at the applicable disposal facility;
 - ii. Explosive materials, corrosive materials, pathological waste, radioactive materials, cesspool and other human waste, human remains, animal remains, motor vehicles, batteries, tires, refrigerators, gasoline tanks, gas cylinders, asbestos insulation, closed metal containers, barrels, more than an incidental amount of tires, refrigerators that have not been properly evacuated, liquid waste including chemical wastes, sewage and other highly diluted water-carried materials within the meaning of the Atomic Energy Act of 1954, as amended; and
 - iii. Any other material which may be present a substantial endangerment to public health or safety, would cause applicable air quality or water effluent standards to be violated by the normal operation of the Transfer Station or because of its size, durability or composition cannot be managed or disposed of at the applicable disposal facility or has a reasonable possibility of otherwise adversely affecting the operation of the applicable disposal facility outside the normal usage expected for the facility.
 - iv. Any construction debris, commercial or industrial waste.
 - g. Title to waste material that does not conform to the definition of Acceptable Solid Waste shall remain with the generator and shall not be deemed to pass to CONTRACTOR at any time.
4. **Equipment:** All equipment utilized is to be reliable and presentable during the performance of this agreement, including backup equipment. All equipment shall be maintained, by CONTRACTOR, in a safe condition throughout the Term.
 5. **Schedule:** CONTRACTOR shall operate on a schedule to ensure timely service. Services will not be provided on New Year’s Day, Christmas Day, Thanksgiving Day, or Independence Day. CONTRACTOR shall be permitted to work on a scheduled holiday provided a minimum of 14 days’ notice is given to the CUSTOMER. In the event that CUSTOMER service days fall on a designated holiday, then an alternate day will be chosen to ensure timely service.

6. Newly Developed and Annexed Areas: CONTRACTOR will, within thirty (30) days of notification by the CUSTOMER, provide the Services to newly developed and annexed areas. As new homes are constructed and occupied, CONTRACTOR shall provide Services on the next scheduled day of collection following notification thereof. CONTRACTOR shall be responsible for notifying CUSTOMER of all collection locations being serviced which do not appear on the billing register. Billing will be adjusted by CONTRACTOR as promptly as practicable following the addition of new or annexed homes including, to the extent necessary, adding any prior months' billings for such new or annexed homes that have been serviced but not previously billed and including pro-rations for partial months, as appropriate.
 - a. Rates: Number of Units: Total compensation due to CONTRACTOR shall be set forth in Exhibit A incorporated by reference and made a part hereof on a per unit basis, subject to adjustment as set forth below (the "Service Fee"). Payment is due by the 10th day of the following month in which the invoice is submitted. The number of units for which CONTRACTOR will provide Services is estimated as of the date of this Agreement to be 5,000 residential carts. The number of units to the actual number of units serviced. CUSTOMER is responsible for billing its residents for services. A minimum of once a year, the CONTRACTOR will perform a physical route audit to support the CUSTOMER'S efforts to maintain an accurate count.
7. Adjustments:
 - a. The Service Fee will be "fixed" through June 30, 2026 unless otherwise agreed to by the parties. Following the fixed rate pricing period, the contractor shall be entitled to an annual cost of living price adjustment in accordance with CPI data published by the US Bureau of Labor Statistics.
 - b. In addition, the Service Fee may be adjusted at any time upon 30 days' advance notice if such adjustments arise put of changes in direct operational costs related to provision of the Services over which CONTRACTOR has no control, including by way of example, but not limitation, such expense as landfill or material processing, increase in fuel cost, fees and governmental regulations. In addition. Increases other than those listed in section 7.a. may be considered at the conclusion of the first two (2) years of the agreement but must be mutually agreeable; if there is no agreement then the CUSTOMER agrees to negotiate terms and conditions of a renewal for a period of not less than 90 days prior to taking bids or proposals.
 - i. Representations of CONTRACTOR: CONTRACTOR currently has, and will maintain throughout the term, all permits and licenses required by law for the provision of the Services, and will provide the Services in accordance in material respect with applicable laws. CONTRACTOR will comply with all Federal and State requirements concerning the treatment

of all employees without regard or discrimination by reason of race, color, religion, sex, national origin or physical disability.

8. Point of Contact: All dealings, contacts, etc. between CONTRACTOR and CUSTOMER shall be directed by CONTRACTOR to the Town Administrator or his designee. CUSTOMER will direct all interaction related to this Agreement to the General Manager or his designee.
9. Local Presence: CONTRACTOR will provide a local and/or toll-free telephone number to its office for the use of CUSTOMER to communicate with CONTRACTOR if the need arises during normal business hours of 8:00 a.m. to 5:00 p.m.
10. Notification of CUSTOMER and/or Residents: CONTRACTOR will notify CUSTOMER about service inquiry procedures, regulations, and days of collection prior to the date Services begin under this Agreement. In addition, as and when requested by CUSTOMER, CONTRACTOR will notify the residents with respects to any changes in service day or other similar information. CUSTOMER will ensure that any resident phone numbers provided by CUSTOMER to CONTRACTOR will have been provided in compliance with the Telephone Consumer Protection Act with the consent of the resident to receiving phone calls related to the Services and will indemnify and hold CONTRACTOR harmless with respect thereto.
11. Breach: Termination: If either party reasonably concludes that the other is in material breach of this Agreement, such party shall so notify the other party in writing, including a detailed description thereof. The party alleged to be in breach shall be allowed up to thirty (30) days after notice by the other party in which to make necessary adjustments to remedy said deficiencies within thirty (30) days after written notice of the deficiencies or breach, then the other party may terminate this Agreement.
12. Indemnification: CONTRACTOR agrees to indemnify and hold CUSTOMER harmless from and against any and all claims, liabilities, demands, and causes of action arising out of CONTRACTOR'S negligence in performance of the Services or arising out of CONTRACTOR'S failure to comply with the provisions of this Agreement. Notwithstanding the foregoing, under no circumstances will CONTRACTOR be required to indemnify CUSTOMER with respect to any claims, liabilities, demands or causes of action arising in whole or in part out of the CUSTOMER'S negligence, willful misconduct or failure to comply with the provisions of this Agreement.
13. Force Majeure: CONTRACTOR shall not be liable for failure to perform under this Agreement if that failure arises out of causes beyond the control and without the fault or negligence of CONTRACTOR. Such causes may include but not be limited to acts of the government in its sovereign or contracted capacity, fires, floods, ice storms, hurricanes, tornados, strikes, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the reasonable control and without fault or negligence of CONTRACTOR.

14. Assignment: Neither party may assign this Agreement, or the rights hereunder, without prior written approval of the other, which approval will not be unreasonably withheld.
15. Insurance: CONTRACTOR shall be required to carry general liability insurance, workers compensation insurance and motor vehicle insurance as required by State laws as outline below:

<u>Coverage</u>	<u>Minimum Limits of Liability</u>
Workers Compensation	Statutory
Employer Liability	\$100,000/\$500,000
General Liability	\$1,000,000
Bodily Injury	\$500,000 each occurrence
Property Damage	\$100,000 aggregate
Automobile Liability	
Bodily Injury	\$1,000,000 each person
	\$1,000,000 each occurrence
Property Damage	\$1,000,000 each occurrence

Certificates of insurance shall be provided to CUSTOMER by CONTRACTOR

16. Notice: All notices and other communications hereunder will be in writing and may be given by personal delivery, nationally recognized express courier, registered or certified mail (return receipt requested), or facsimile (receipt confirmed). Such notice will be deemed effective when received if it is given by personal delivery, nationally recognized expressed courier, or facsimile, and will be effective three (3) days after mailing by registered or certified mail, so long as it is actually received within five (5) days (and, if not so received within five (5) days, is effective when actually received) by the parties at the following addresses (or at such other address for a party as will be specified by like notice):

If to CONTRACTOR, to:
 NewSouth Waste – Residential
 Attn: Mr. James Reed
 PO Box 3549
 West Columbia, SC 29171
 (803)626-9000

If to CUSTOMER, to:
 Town of Irmo
 Attn: Town Administrator
 PO Box 406
 Irmo, SC 29063
 (803)781-7050

17. Entire Agreement: This Agreement constitutes the entire understanding between the parties, and cancels and supersedes all prior negotiations, understandings and agreements, oral or written, relating to the provision of the services described herein.
18. Execution in Counterparts: This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Town of Irmo and NewSouth Waste – Residential have executed this Solid Waste Collection, Transportation and Disposal Agreement as of the date first set forth above.

The Town of Irmo

By: _____

Name: _____

Title: _____

NewSouth Waste – Residential

By: _____

Name: _____

Title: _____

EXHIBIT A

This EXHIBIT A is part of the SOLID WASTE COLLECTION TRANSPORTATION AND DISPOSAL AGREEMENT dated December ____ 2025, between the Town of Irmo, hereinafter referred to as "CUSTOMER", and NewSouth Waste Residential, Inc. hereinafter referred to as "CONTRACTOR".

Residential Curbside Trash, Yard Waste and Recyclables Collection

1. The charge for once per week residential curbside trash collection, once per week residential yard waste collection and every other week residential recycling collection to CUSTOMER from CONTRACTOR shall be **\$25.94** per month per house.
2. Unless otherwise agreed upon in writing this rate shall be fixed through July 1, 2025.
3. Following the fixed rate pricing period, the contractor shall be entitled to an annual cost of living price adjustment in accordance with CPI data published by the US Bureau of Labor Statistics.
4. CONTRACTOR will provide one 95-gallon cart for trash and one 95-gallon cart for recycling to each address using the Services.
5. All fees associated with the delivery and removal of the cart is included in the monthly fee.
6. CUSTOMERS may request additional trash carts for individual residents. Should a resident want a 2nd roll cart, the fee for the additional cart will be billed directly to the resident by the CONTRACTOR
7. Additional carts will be billed by the number of carts requested multiplied by the month rate.

Residential Curbside Bulk Item Collection

1. All Bulk Item Collection will be provided on an "on call basis" for Irmo residents (not landlords).
2. This service does not include total house emptying, debris removal, evictions, refrigerators, freezers, microwave ovens, large electronics or any other items requiring special handling for disposal.
3. Residents must call the CONTRACTOR to schedule collection in advance and prior to placement at the curb.
4. The Resident will be responsible for the \$25.00 fee per item paid directly to the CONTRACTOR.
5. Collections will be provided during the first full week of each month.

Waste Preparation and Limitation

1. All Yard Waste must be bagged, containerized and/or stacked neatly by the resident and placed by the curb.
2. Bags cannot exceed 50 gallons in capacity and bags, or containers cannot weigh more than 50 pounds each.
3. Branches or limbs cannot exceed 4 feet in length or 4 inches in diameter and be bundled when practical.
4. CONTRACTOR will collect no more than 25 bags or 20 containers (or 20 combined bags and containers) of yard waste per house, per week.

Pricing Conditions

1. All prices are based on trash, yard waste, and bulky items being disposed of by CONTRACTOR at either the Lexington County Transfer Station (for all Lexington County residents within the Town of Irmo) or Screaming Eagle Landfill (for all Richland County residents within the Town of Irmo) at "no charge" to the CONTRACTOR and recyclables being processed by Sonoco Recycling in Columbia at "no charge" to the CONTRACTOR.
2. Should the disposal location change or "no charge" stipulation end, CUSTOMER agrees to pay any charges directly to the disposal or processing facility.
3. Penalties can be accumulated for work not performed.

- a. For any missed collections, the CONTRACTOR shall have 24 hours, from notification to correct deficiency.
- b. If not corrected and is part of a 5-home "missed" area, there will be a penalty of \$10.00 per day until the entire area is corrected.

Back-Door/Back-Yard Pickup

- 1. Residents must be handicapped and be validated by the Town to receive this service at no charge.
- 2. The list will be provided to CONTRACTOR and updated as any changes are made.

Town of Irmo

NewSouth Waste- Residential, Inc.

Date

Date



Staff Report

Discussion concerning annexation applications:

- **Water Walk**
- **Celtic Works**

DATES: December 9, 2025
TO: Town Council
FROM: Doug Polen, Deputy Town Administrator
SUBJECT: December Annexations
ACTION REQUESTED:

Background

The Town has received two annexation applications for December Planning Commission and December/January Council. The Water Walk Extension has been discussed in Workshop previously, and went to a Public Meeting on November 20.

The second annexation request is for Celtic Works, two acres located at 10005 Broad River Road next to Meetze Plumbing.

Analysis

The Water Walk request is to annex 22 acres across from the current Water Walk development and construct approximately 80 townhomes to be sold at market rate and to add an additional 20,000 sf of commercial along the road. It is important to note that the original Water Walk approval was for 550 residential units and 150,000 sf of commercial. Based on the latest concept maps, Water Walk will have close to 456 residential units and 90,000 sf of commercial, so even with the extension on the east side of the road the total residential and commercial development is less than was originally approved last November.

Celtic Works is taking advantage of the economic development ordinance. They are doing work in Town and would like to fall under our business license regime, including the 5 year business license grant. Additionally, they are seeking to construct a warehouse on the property and have found the Town to be easier for development than Richland County.

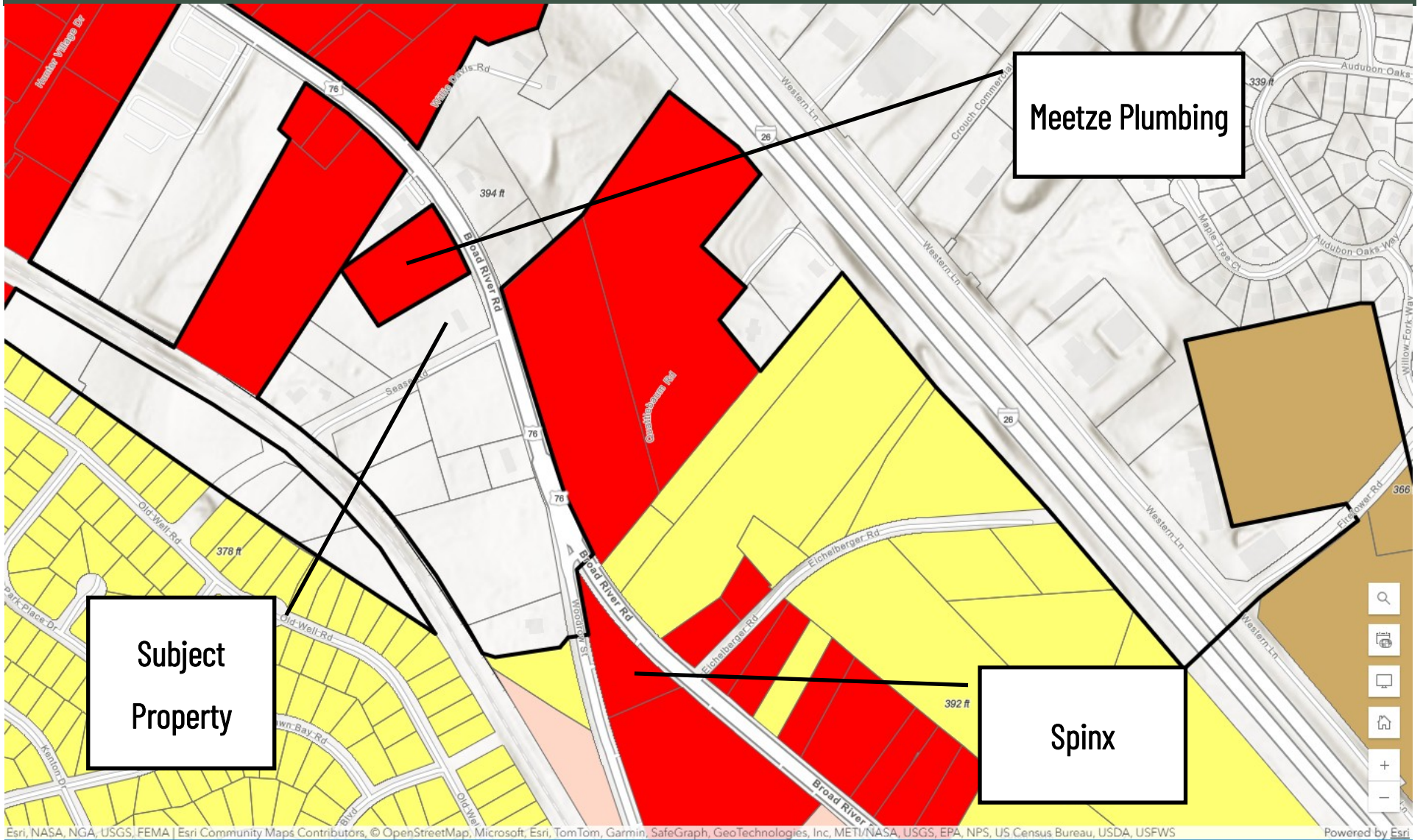
Staff Findings

Attachments

1. Maps
2. Water Walk Annexation Map

Celtic Works Annexation, 10005 Broad River Road, TMS R04003-02-15. Ordinance 26 - 01

Planning Commission | December 8, 2025
Town Council | December 16, 2025 & January , 2026



Celtic Works Annexation, 10005 Broad River Road, TMS R04003-02-15. Ordinance 26 - 01

Planning Commission | December 8, 2025

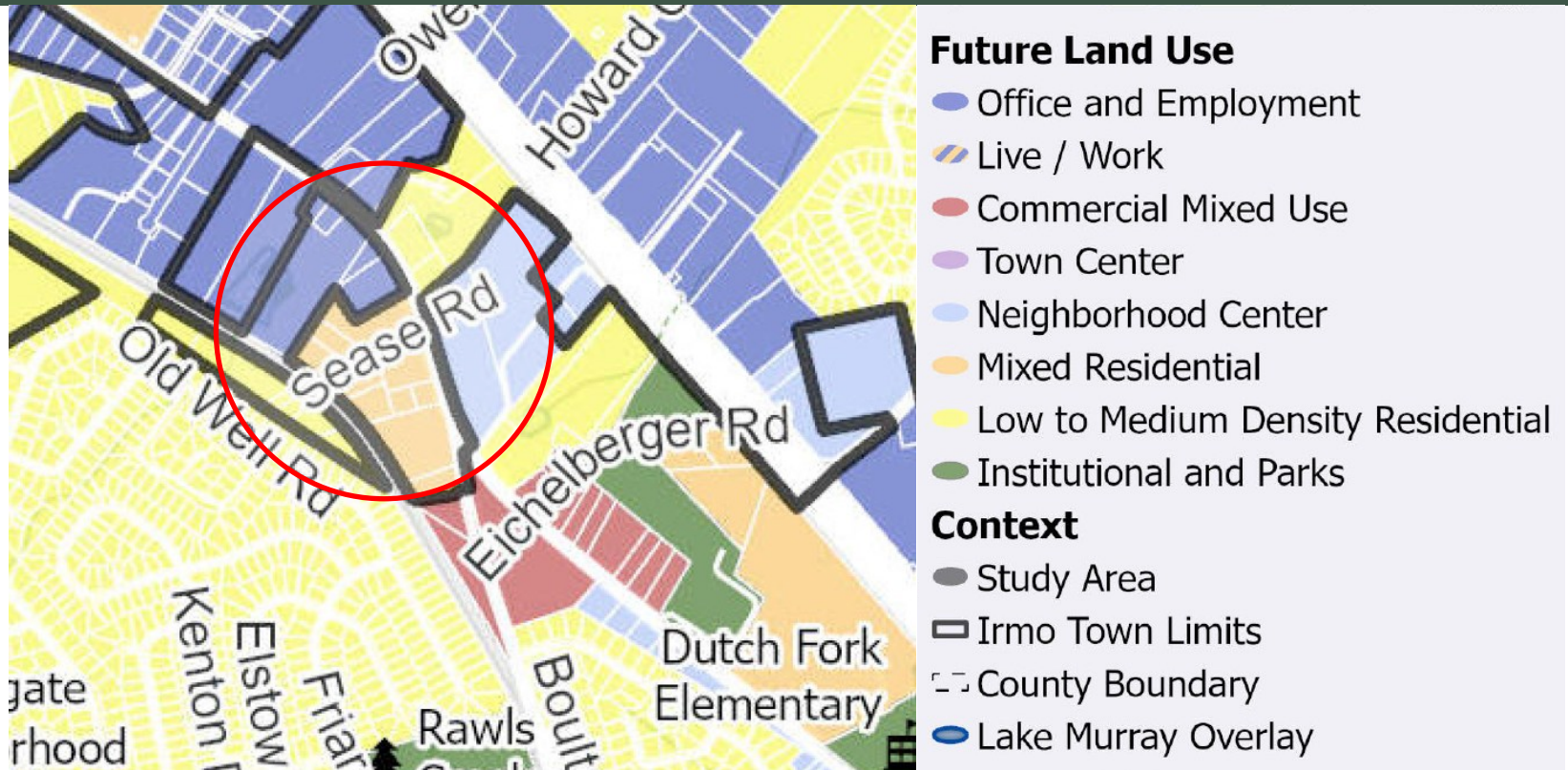
Town Council | December 16, 2025 & January , 2026



Celtic Works Annexation, 10005 Broad River Road, TMS R04003-02-15. Ordinance 26 - 01

Planning Commission | December 8, 2025

Town Council | December 16, 2025 & January , 2026



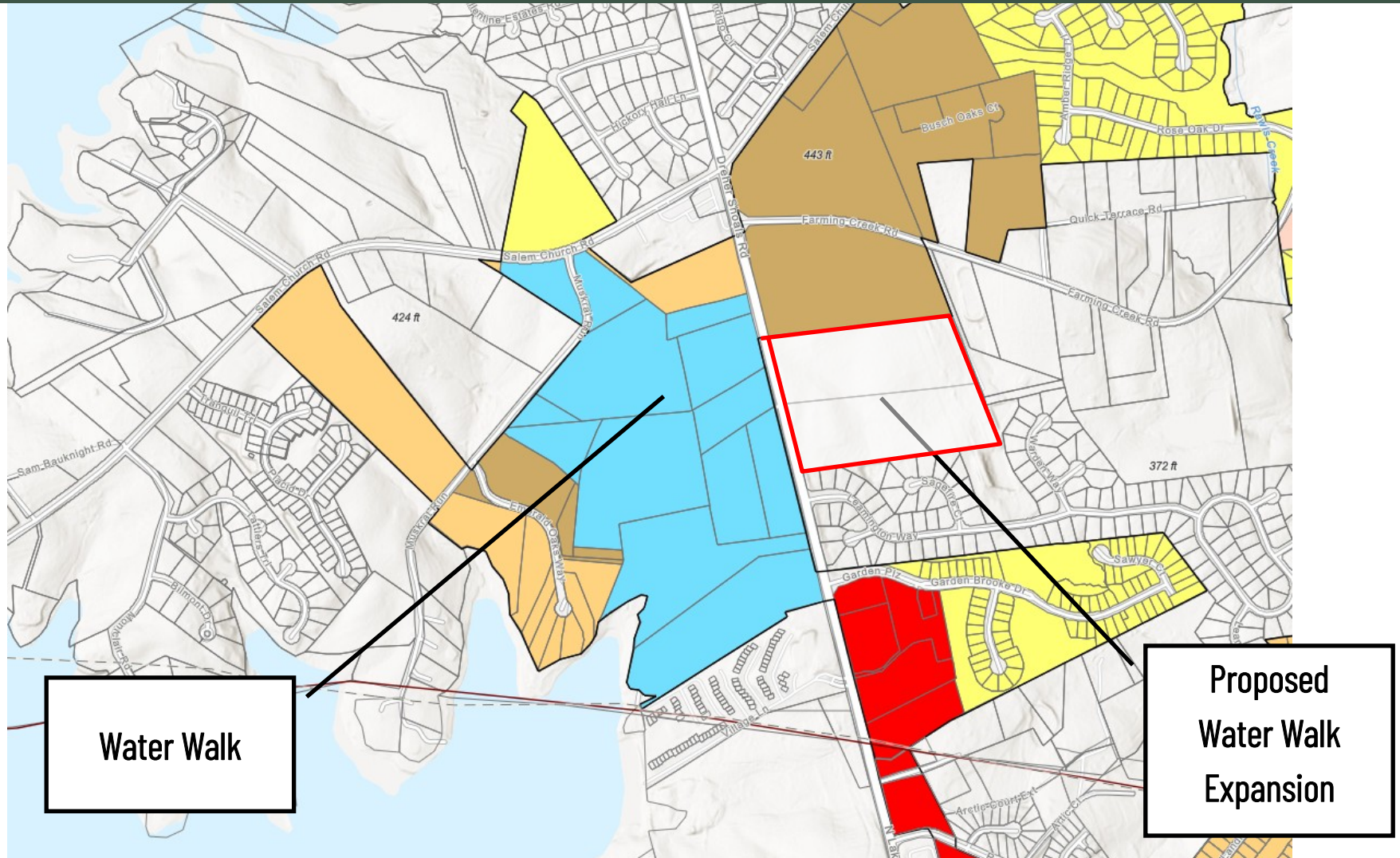
FUTURE LAND USE MAP

Proposed Water Walk Annexation & Expansion

Public Meeting | November 20, 2025

Planning Commission | December 8, 2025

Town Council | December 16, 2025 & January 20, 225



Water Walk

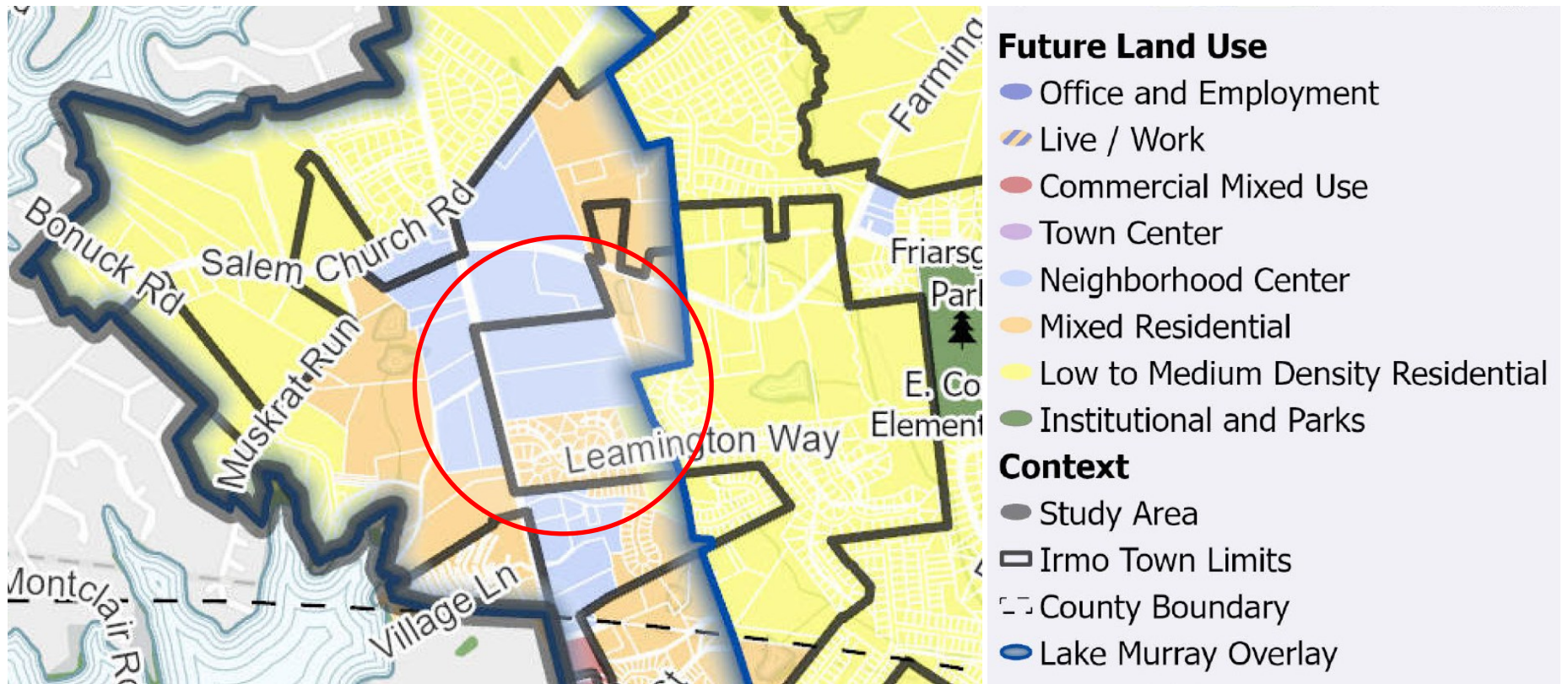
**Proposed
Water Walk
Expansion**

Proposed Water Walk Annexation & Expansion

Public Meeting | November 20, 2025

Planning Commission | December 8, 2025

Town Council | December 16, 2025 & January 20, 2025



FUTURE LAND USE MAP

Proposed Water Walk Annexation & Expansion

Public Meeting | November 20, 2025

Planning Commission | December 8, 2025

Town Council | December 16, 2025 & January 20, 2025





Staff Report

Discussion of the 2026 Town Council Calendar

DATES: December 9, 2025
TO: Town Council
FROM: Jim Crosland, Town Administrator
SUBJECT: 2026 Council Calendar
ACTION REQUESTED:

Background

Historically the Town Council meets on the 1st Tuesday of the month for workshops and on the 3rd Tuesday of the month for business meetings.

Analysis

In 2026 there are a couple of dates that need to be changed to prevent interference from outside events.

January 20 - This is Legislative Action Day, so the business meeting has been moved to Jan. 27.

December 1 - This is the Tree Lighting, so the workshop has been moved to Dec. 8.

Staff Findings

Attachments

1. 2026 Town Council Meeting Schedule 1



IRMO TOWN COUNCIL - 2026 MEETING SCHEDULE

JANUARY	
01/06/2026	WORKSHOP
01/27/2026	REGULAR MEETING *

JULY	
07/07/2026	WORKSHOP
07/21/2026	REGULAR MEETING

FEBRUARY	
02/03/2026	WORKSHOP
02/17/2026	REGULAR MEETING

AUGUST	
08/04/2026	WORKSHOP
08/18/2026	REGULAR MEETING

MARCH	
03/03/2026	WORKSHOP - Budget
03/17/2026	REGULAR MEETING

SEPTEMBER	
09/01/2026	WORKSHOP
09/15/2026	REGULAR MEETING

APRIL	
04/07/2026	WORKSHOP - Budget
04/21/2026	REGULAR MEETING

OCTOBER	
10/06/2026	WORKSHOP
10/20/2026	REGULAR MEETING

MAY	
05/05/2026	WORKSHOP
05/19/2026	REGULAR MEETING

NOVEMBER	
11/03/2026	WORKSHOP
11/17/2026	REGULAR MEETING

JUNE	
06/02/2026	WORKSHOP
06/16/2026	REGULAR MEETING

DECEMBER	
12/08/2026	WORKSHOP*
12/15/2026	REGULAR MEETING

NOTE: Workshops and Regular Meetings start at 6:00 pm unless noted.

Approved by Town Council on XX/XX/XXXX

* A majority of the Irmo Town Council may attend the MASC Hometown Legislative Action Day at the Columbia Metropolitan Convention Center, 1101 Lincoln Street, Columbia, SC 29201, on January 20, 2026

*A majority of the Irmo Town Council may attend the Annual Christmas Tree Lighting in the Irmo Town Park on December 1, 2026



Staff Report

Discussion concerning acceptance of a grant for the Inclusive Park at Rawl's Creek

DATES: December 9, 2025
TO: Town Council
FROM: Jim Crosland, Town Administrator
SUBJECT: Rawl's Creek Park Grant Acceptance
ACTION REQUESTED:

Background

The Door Home has been working with CCCF, a charitable organization, on a grant to help pay for playground design services and construction for the proposed inclusive park at Rawl's Creek. CCCF may only issue grants to government operations, so the Door Home is requesting that the Town of Irmo accept the grant and then act as a pass-through, transmitting the grant funds to the Door Home. CCCF has been working with our Finance Director, Lisa Hancock, to ensure that all accounting standards are met.

Analysis

The Town has no concerns with acting as a pass through for the Door Home.

Staff Findings

Attachments

None



Staff Report

Discussion concerning the granting of an easement to Richland County for the Broad River Road widening

DATES: December 9, 2025
TO: Town Council
FROM: Jim Crosland, Town Administrator
SUBJECT: Broad River Road Easement
ACTION REQUESTED:

Background

Richland County needs to purchase additional land at the corner of Broad River Road and Royal Tower as part of the road widening project. This area measures +/- 5,227 sq. ft. and the County is offering \$10,200 for the land, which will be used as a sewer utility easement. This lot is home to the Friarsgate neighborhood sign, and the easement is over 10' from the sign itself.

Analysis

The Town Attorney has reviewed the contract and all is in order.

Staff Findings

Staff recommends acceptance of the offer.

Attachments

1. Easement for execution

THE STATE OF SOUTH CAROLINA
COUNTY OF RICHLAND

PERMANENT EASEMENT FOR AND
DEED TO SANITARY SEWER LINES
TMS NO. R04005-04-01

Road/Route **U.S. 76 (Broad River Road)**
Project No. **P029344**

KNOW ALL MEN BY THESE PRESENTS, that the **TOWN OF IRMO** (“Grantor(s)”), in consideration of the sum of **TEN THOUSAND TWO HUNDRED 00/100 CENTS (\$10,200.00)** and other valuable consideration in hand paid at and before the sealing and delivering thereof, by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold and released and by these presents does grant, bargain, sell and release unto the **COUNTY OF RICHLAND**, a political subdivision of the State of South Carolina (“Grantee”), its heirs, successors, and assigns, a **permanent exclusive easement** being approximately **variable** feet in width and containing **0.12** acre (**5,227** square feet), more or less, as shown and designated as the area “**PROPOSED RICHLAND COUNTY UTILITIES SEWER EASEMENT**” on **Exhibit A**, attached hereto and made part hereof, **for the purpose of constructing, operating, and maintaining sewer and/or water-related infrastructure**, including, without limitation, all necessary lines, mains, pipes, curb cocks, meters, meter boxes, valves, valve boxes, pumps, interconnections, backflow preventers, hydrants, manholes, collection lines, fittings, controls and devices, and other similar or dissimilar infrastructure, whether above or below ground, as well as any utilities, such as electricity or telecommunication lines, needed to service the meters or other sewer or water-related infrastructure (collectively, the “**Facilities**”), located in, upon, or under the real property described herein

Together with the right to have ingress, egress, and access at all times to said easement for the purpose of constructing, operating, and maintaining the Facilities; together with the right to use such additional width as may be necessary on either side of said easement for the purpose of constructing, operating, and maintaining the Facilities; together with the right to excavate and refill ditches and/or trenches and the further right to remove shrubbery, trees, other vegetation, personal property, structures, or other obstructions, if any, from the said easement area interfering with the construction, operation, and maintenance of the Facilities.

Grantor(s) does further grant, bargain, sell and release unto Grantee all right, title, and interest, if any Grantor(s) may have, in and to the Facilities.

The Facilities and said easement being located in, upon, or under that certain real property owned by Grantor(s) with a physical address of **7815 Broad River Road, Irmo, SC 29063** and being further identified as Richland County Tax Map No. **R04005-04-01**. This being a part or portion of the same real property conveyed to Grantor(s) by deed of **F.S., INC.**, dated **May 10, 2022**, which is recorded in the Richland County Register of Deeds at Book **2756**, Page **3780**.

IT BEING FURTHER UNDERSTOOD AND AGREED that Grantor(s) shall have the right to use the said easement area but shall make no use which is inconsistent with the uses and purposes for which the easement has been granted or which would otherwise impair Grantee’s full enjoyment of the rights hereby granted, and without limiting the generality of this provision, Grantor(s) agrees that he/she/it shall not, within the said easement area, erect, locate, or construct any building, structure, or any other improvements, or drill or dig, without the express written permission of the Grantee. Grantor(s) shall make no use of the said easement area that would, in the opinion of the Grantee, injure, endanger, or render inaccessible the Facilities. Further, Grantor(s) shall be responsible for all damages to the Facilities caused by Grantor(s), its/his/her agents, employees, representatives, or independent contractors. This easement agreement is permanent and shall run with the land and be binding upon Grantor(s) and Grantee and the heirs, administrators, successors, assigns, transferees, or conveyees of Grantor(s) and Grantee. Grantee may assign, transfer, or convey this easement and/or Facilities freely and without Grantor’s consent. And Grantor(s) warrants that he/she/it is the lawful owner of the aforesaid real property capable of conveying the real property rights and interests described herein free and clear of any and all liens and encumbrances of any kind or nature whatsoever.

TO HAVE AND TO HOLD, all and singular, the said easement or premises and the rights and privileges hereinabove granted, unto the said Grantee, its successors and assigns forever.



PROPOSED RICHLAND COUNTY
UTILITIES SEWER EASEMENT
(0.12 ACRE)

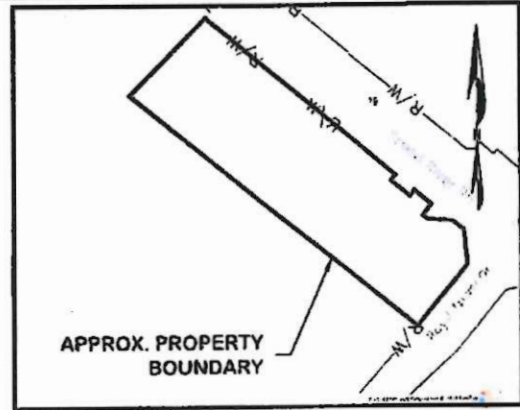
RICHLAND COUNTY TMS R04005-04-01

REFERENCES:

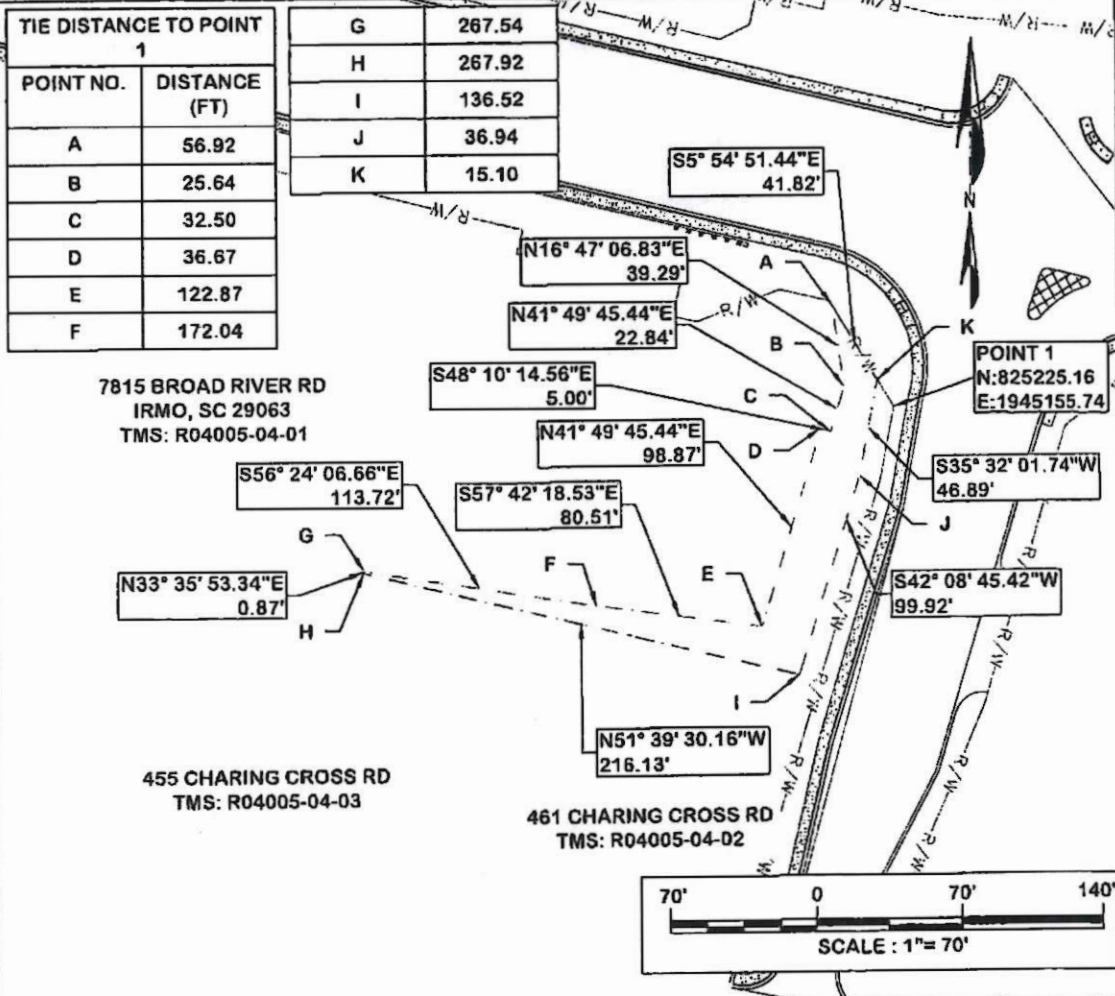
1. OWNERSHIP AND TAX INFORMATION TAKEN FROM RICHLAND COUNTY GIS INFORMATION.

SURVEYOR'S NOTES:

1. DRAWING BASED ON COMPILATIONS ONLY. NO PROPERTY SURVEY PERFORMED. RICHLAND COUNTY TMS R03300; 2023 EDITION.
2. COORDINATES PROVIDED ARE BASED ON SC STATE PLANE, NAD83, NGVD88, INTERNATIONAL FOOT.



LOCATION MAP
SCALE: 1"= 250'



NOTES:

1. DRAWING PROVIDED TO RICHLAND COUNTY BASED ON TOPOGRAPHIC SURVEY PROVIDED BY CECS DATED JULY 08, 2022.

Michael Baker
INTERNATIONAL

7815 BROAD RIVER RD
IRMO, SC 29063
TMS: R04005-04-01

TOTAL PERMANENT
EASEMENT = 0.12 ACRE

RICHLAND COUNTY UTILITIES DEPARTMENT IRMO, SOUTH CAROLINA		
SCALE: 1"=70'	APPROVED BY:	DRAWN BY: JAC
DATE: NOV 2024		
BROAD RIVER ROAD WIDENING WATER & SEWER RELOCATION		
PROJECT NO. : P029344	DWG. #38 OF 40	
REVISION NO:		

National League of Cities
Salt Lake City, Utah
November 20 – 22, 2025

SUMMARY OF THE IMPORTANT SESSIONS I ATTENDED

Cleaner Cities through Waste Innovation:

This session was presented by two executives from Waste Management Systems. Their presentation revolved around innovation and technology, cutting edge mapping including driver and routing software for both waste and recycling. Everything can be monitored and updated through their app. Some of the highlights include 30-, 60- and 90-day updates, three cameras per vehicle (including what comes out of the can) and recycling contamination. The statistics say 20% of the trash offenders push the fees up for the remainder. Eliminating the contaminating offenders can keep fees lower. My personal assessment is they are eager to have a shot at our trash and promised me they will keep the hometown feel with management being consistent.

Drones in Action – Practical novation for Cities and Towns:

Cities and towns are exploring new tools and methodology to strengthen public safety and better protect its citizens. Presenting this session was the CEO of Flock Safety Garrett Langly and LA City Councilman John Lee. The bulk of this session, which was standing room only, centered around automatic drones and license plate readers. The flock cameras can provide more coverage than a human in half of the time. These cameras are just a tool to assist police officers not to replace them. The latest technology includes roof mounted docking systems strategically placed around the town. Councilman Lee has 30 of these drones in his district alone. In the event of a call, shots fired, or burglary called in these drones can be activated by the touch of a button. They automatically travel by GPS coordinates and are not guided by an operator. According to the CEO and brains behind Flock, for \$21 per citizen per year you can have full coverage of your city or town (that is about \$250k for us – we can do it for less). Financing is easy and starts with introductory rates which increase annually with your budget. The technology can be upgraded and traded in as you see fit. According to the CEO he has 600 to 700 engineers working to improve the systems. These cameras work alongside the LPR's that we currently utilize in town. According to my calculations we would only need two, maybe three of these roof-mounted drones (confirmed with Flock CEO). The drones typically cover 3 to 5 square miles or so each. Typical roof locations include fire houses, police stations and schools.

Building Bridges through Volunteerism – How volunteering strengthens our community:

In the face of challenges today, including political polarization, natural disasters, housing shortages and public health, we need to encourage the citizens to get involved. This

includes working closely with local churches and non-profit organizations. We do this well in our town, but we could always do better. This session was presented by the non-profit JUSTSERVE. This organization is religious based but works nationwide to organize grass root volunteerism and charges no fees for its services. They encourage towns, cities and villages to become a JustServe City. I am not promoting them, just encouraging you to check them out. They have over 150 cities currently involved.

Public Comments – The good, the bad and the ugly:

This session was moderated by Todd Sheeran, attorney for the city of Salt Lake. Much of the information was repetitive, however, some conclusions were not that simple. The major point of discussion was what is permissible for the public to say during public comments and what would be us shutting them down and potentially prohibiting their first amendment rights. Here are a few of my observations and do's and don'ts:

Exceptions to protected free speech: incitement, true threats, personal threats, defamation, obscenity and “fighting words”. All of these would be subject to a judge should it go that far.

Use a LIMITED PUBLIC FORUM and have that in writing.

You cannot require their personal address. They can give it discreetly to the court reporter rather than announce it. Proof of residency CAN be required.

Discussion should be limited to the governing body's purview. That of which the body can control. Nothing outside of your jurisdiction.

Vulgar language is allowed if in context and not overly abusive. Again, it could be adjudicated should it get that far. Point is, let them curse!

Online comments not allowed unless they are subject to ADA and cannot attend.

The presentations CAN be limited to residents only.

Lastly, time limit is acceptable, have a thorough printed sign of the rules and make them address the council, not the audience.

Bridging Our Divides – Strategies for Civil Leadership:

This session comprised a panel of the Mayors of Colorado Springs, Tempe Arizona, Rochester NY, and Councilwoman Julie Spilsbury of Mesa Arizona. I mention Julie as an example of how bad things can get in our communities. She is a mother of seven, owns and operates a childcare facility and was first elected in 2019. She was reelected in 2023 with 67% of the vote, a resounding victory. During the election of 2024 she publicly

endorsed a statewide candidate who supported a woman's right to choose. As we are, she is a non-partisan candidate but clearly in a red district. Led by one man followed by a national PAC with their infusion of cash pushing for her recall, she was subject to that recall vote last month. She lost and is serving out her term through November. This was her last appearance as a councilwoman from Mesa. That is how quickly it can happen, especially if recall voting is allowed. This was a very emotional presentation for her.

The mayors were all on the same page, lead by example, stick to your core and moral values and show empathy and humility. Again, utilize volunteer folks for important task forces including your political naysayers.

Modernizing Land Planning:

We are certainly on the cutting edge here and leading the way. Talks were centered around an updated comprehensive land plan and critical areas being properly zoned (which we have). Also, it is imperative to annex the correct properties. In my discussions with the panel, they were extremely impressed with our Negotiated Neighborhood District (thanks to Doug) and its flexibility and control. The most discussed subjects around the entire conference were growth, positive annexation and the shortage of attainable housing. The average age of the first-time home buyer has just hit 40 (according to the association of realtors). Other discussions included improving your permitting processes, minimizing obstacles to new construction and laying those obstacles out ahead of time. Improve ordinances where you can reduce multifamily/townhome construction and INCREASE DENSITY by reducing lot sizes where possible. This panel was led by the directors of planning from Dallas and Memphis as well as the planning director from Salt Lake City.

This was a fascinating and informative session, my takeaway, as told by the panelists, do not be swayed by the haters, stand firm and steadfast!

SUMMARY: I was very impressed with the sessions, mass exhibit hall and the range of subjects. I have recommended to Jim we provide ample funds in the budget so two of us could go next year. Next year's conference will be in Nashville, Tenn. From November 19th to the 21st. The connections I made during this trip will hopefully result in some positive things for Irmo in the future.

Bill

