



TOWN COUNCIL WORKSHOP

Irmo Municipal Building
7300 Woodrow Street, Irmo, SC 29063

January 6, 2026 @ 6:00 PM

AGENDA

- I. Call to Order
- II. Discussion Items
 - A. Discussion concerning an updated solid waste contract with Tyler Sanitation/NewSouth Waste
 - B. Discussion on possible changes to the Municipal Ordinance, Sec. 2-64 - Rules and Order of Proceedings
 - C. Discussion for the Town to observe Juneteenth as a holiday
 - D. Discussion on the creation of a Heart of Irmo award
- III. Open Discussion
- IV. Adjournment

ADA Notice: The Town of Irmo complies with the Americans with Disabilities Act. For meeting accommodations, call (803) 781-7050 during normal business hours and ask for the Deputy Town Administrator or Municipal Clerk.



Staff Report

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

DATES: January 6, 2026
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 out 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

Amendment to the Municipal Ordinance

DATES: Town Council Workshop: January 6, 2026

TO: Irmo Town Council

FROM: Jim Crosland, Town Administrator

SUBJECT: Municipal Ordinance Amendment

ACTION REQUESTED: Discussion concerning an ordinance to amend Chapter 2 of the Municipal Ordinance regarding Town Council proceedings

Purpose

The purpose is to consider changes to the Municipal Code of Ordinance as it pertains to the proceedings of the Town Council, sections 2-61 through 2-71.

Background

Council and Staff have both noted concerns about the flow of Council meetings and desire to “tighten up” the rules concerning said meetings. Certain rules exist but are not always followed, such as Sec. 2-69 Appearance by Citizens, or can lead to repetition (two separate presentations by citizens in the order of proceedings).

Summary

Possible suggested changes to the ordinance are attached, incorporated into the code.

Sec. 2-61. Date, time and place.

- (a) Regular meetings of the council shall be held at the town municipal building at 6:00 p.m. on the third Tuesday of each month, unless changed by a majority vote of members present at any regular meeting. The council shall give written public notice of regular meetings of the council at the beginning of each calendar year. The notice shall include the dates, times and places of regular meetings of the council.
- (b) Special meetings of the council may be held on the call of the mayor or a majority of the council members. Notice of a special or rescheduled meeting shall be given 48 hours in advance, except in cases of emergency, to all available members of the news media by the municipal clerk and posted in a public place. The public notice shall include the agenda, date, time and place of the special or rescheduled meeting.
- (c) All regular, special or rescheduled meetings of the council shall be open to the public.

(Code 1985, § 2-301; Ord. No. 20-24, 12-15-2020; Ord. No. 23-26, 12-19-2023; Ord. No. 25-05, 5-20-2025)

Sec. 2-62. Executive sessions.

- (a) The council may hold a meeting closed to the public as permitted by the South Carolina Freedom of Information Act and this Code at such times and in such place as may be deemed necessary and in the public interest.
- (b) Prior to going into executive session, the council shall vote on the question, and, when such vote is favorable, the mayor or presiding officer shall announce the purpose of the executive session.
- (c) Any formal action taken in executive session shall thereafter be ratified in public session prior to such action becoming effective. The words "formal action" mean a recorded vote committing the council to a specific course of action. The council may hold a closed meeting for the purpose of receiving an administrative briefing by an affirmative vote of three-fourths of its members present and voting when required by some reason so compelling as to override the general public policy in favor of public meetings; provided, however, that no budgetary matters shall be discussed in such closed session except as otherwise provided by law. Such reasons and the votes of the council members shall be recorded and be matters of public record.
- (d) Pursuant to S.C. Code § 30-4-90 4(c) No person may record a town council executive session. Recording devices such as, but not limited to, tape recorders, IPads, video recorders, etc., are not allowed. Microphones and/or cell phones must be turned off or left outside of executive session chamber.

(Code 1985, § 2-302; Ord. No. 18-13, 6-5-2018)

Sec. 2-63. Quorum.

A majority of the council members serving shall constitute a quorum for the transaction of business at any meeting. The mayor or mayor pro tempore shall preside, except that, in the absence of both, the members present shall elect a presiding member.

(Code 1985, § 2-303)

Sec. 2-64. Rules of order and order of proceedings.

- (a) Except as otherwise required by state law, ordinance or by council resolution all proceedings of the council shall be governed by Robert's Rules of Order, Newly Revised.

-
- (1) All items under: "Old business" and "new business" must have a motion and a second to allow any discussion and/or decision to be made.
 - (b) The order of proceedings at regular meetings of the council shall be as follows unless revised by resolution of the council:
 - (1) Call to order by presiding officer;
 - (2) Approval of the agenda; (amendments to the agenda of a regular scheduled meeting may be considered with the approval of a majority of council members present—subject to any applicable state laws)
 - (3) Reading of minutes of previous meetings and workshops, and their consideration and approval;
 - (4) Reports of standing and special committees;
 - (5) Consideration of communications; (this section may include, but not be limited to **Business of the Month, School Showcase, Community Connection, Special Presentations and** items such as obituaries or things of interest to members via news print, emails, magazines or other forms of social media. Copies of the item must be provided council members upon request and/or the location of where the article can be obtained for others to follow-up on. Council Members may ask questions pertaining to the item but debates are not permitted)
 - (6) Presentations by **citizens the public**;
 - a. **Agenda Items**
 - b. **Non-Agenda items**
 - (7) Unfinished business to include second reading of ordinances;
 - (8) New business to include introduction and first reading of ordinances and resolutions and matters presented by council members;
 - ~~(9) Presentations by citizens;~~
 - (10) Discussion items;
 - a. Item must be placed on the agenda before the agenda is officially distributed to the media and general public.
 - b. No more than three total discussion items on any one meeting agenda.
 - c. No council member can place more than two discussion items on the agenda each month.
 - d. Every council member will be allowed five minutes to make their presentation during the discussion.
 - (11) Executive session; (council may take action on items discussed in executive session after returning from executive session)
 - (12) Adjournment.
 - (c) If it is desired to transact business out of its order, it shall be necessary to suspend the rules by a vote of a majority of the council members present. A motion to suspend the rules may be made at any time during the meeting.

(Code 1985, § 2-304; Ord. No. 12-01, 2-24-2012; Ord. No. 12-06, 5-1-2012; Ord. No. 16-06, 4-19-2016; Ord. No. 16-20, 9-20-2016; Ord. No. 17-03, 2-21-2017; Ord. No. 17-21, 9-5-2017; Ord. No. 23-17, 7-18-2023)

Sec. 2-65. Addressing council and decorum.

In order to allow each member of council to speak to an issue, to debate the issue, and to allow each the opportunity to influence other members to support or oppose the motion, each member must also abide by the rules of order adopted by council. For the convenience of time, respect for each member, and for the effective conducting of town business, each member must first be recognized by presiding officer and agree that they will not:

- (1) Interrupt other speakers without proper reason (point of order, point of information, etc).
- (2) Carry on private conversations during the meeting.
- (3) Questions or make comments not relevant to the business at hand.
- (4) Involve personalities in comments.
- (5) Make frivolous motions.
- (6) Argue with presiding officer.
- (7) Make unnecessary points of order or appeals from the ruling of the chair.
- (8) Make political speeches.
- (9) Refuse to abide by a legitimate ruling or order of the presiding officer.

(Code 1985, § 2-305; Ord. No. 19-18, 10-1-2019)

Sec. 2-66. Voting requirements.

- (a) All actions of the council shall be by a majority vote of the members present at a public meeting. Every council member present shall vote on every question except when required to refrain from voting by state law. No council member may leave the council chamber while in public session without permission of the presiding officer. Voting by council may be by voice vote, by raised hand or by roll call in alphabetical order. Any member at any time may request a roll call vote on matters before the council. All votes shall be recorded in the council minutes by the municipal clerk in such a way that each member's vote is identifiable. Any council member desiring to express a position on a matter voted upon by council may do so immediately after the vote is taken by gaining recognition by the presiding officer and, upon recognition, briefly stating his position so that it may be recorded in the minutes of the meeting.
- (b) Council members are considered "present" at council meetings or workshops if they participate either by being physically present or attending electronically. In-person, physical attendance is expected to be the norm.
- (c) Council members may participate electronically in council or committee meetings or workshops and possess the same authority as members who are physically present at the meeting, provided that all of the following conditions are met:
 - (1) A quorum of the council members are physically present at the meeting place and remain physically present throughout the meeting;
 - (2) The presiding officer is physically present at the meeting;
 - (3) Council members, attending in person and by electronic means, and persons in attendance at the council meeting can hear any and all comments made at the meeting; and

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- (4) All comments, motions and votes of the member(s) attending electronically are recorded in the minutes of the meeting.
- (d) Electronic participation shall be limited to situations that prevent physical attendance at meetings and not used as the primary method of meeting attendance.
- (Code 1985, § 2-306; Ord. No. 17-06, 3-7-2017; Ord. No. 22-32, 9-20-2022; Ord. No. 23-17, 7-18-2023)

Sec. 2-67. Minutes of meetings.

The municipal clerk shall keep the minutes of all public meetings of the council which should be a matter of permanent public record. At each council meeting the minutes of the previous meeting should be presented for approval. Minutes shall not be considered the official record of a meeting until approved by the council.

(Code 1985, § 2-307)

Sec. 2-68. Agenda and order of proceedings for special meetings.

- (a) Matters to be considered by the council at a special meeting, except a called emergency meeting, shall be placed on a written agenda prepared by the municipal clerk and publicly posted a minimum of 24 hours in advance. Amendments to the agenda of any special meeting may be considered with a two-thirds vote of members present. The agenda of the special meeting will be:
- (1) Call to order;
 - (2) Approval of the agenda;
 - (3) Presentations by citizens the public (agenda item only);
 - (4) New business;
 - ~~(5) Presentation by citizens;~~
 - (6) Executive session (if needed);
 - (7) Adjournment.
- (b) If it is desired to transact business out of its order, it shall be necessary to suspend the rules by a vote of a majority of the council members present. A motion to suspend the rules may be made at any time during the meeting.

(Code 1985, § 2-308; Ord. No. 15-17, 1-19-2016; Ord. No. 16-06, 4-19-2016; Ord. No. 17-04, 2-21-2017; Ord. No. 17-20, 9-5-2017; Ord. No. 23-17, 7-18-2023)

Sec. 2-69. Appearance by citizens the Public.

Any member of the public is entitled to appear before the council at any regular or special meeting concerning any municipal matter on the current agenda. Persons desiring to speak on agenda items must personally sign in prior to the beginning of the meeting. Sign-up sheets must contain the speaker's name, address and the issue/matter to be addressed. These speakers shall be called by the presiding officer during the agenda item "Presentations by the Public, agenda items."

Persons desiring to speak on Town matters not currently on the agenda may contact the Town Clerk by 3:00 p.m. five (5) days prior to a regular business meeting and request to be placed on the agenda of said regular

business meeting. These speakers shall be called by the presiding officer during the agenda item "Presentations by the Public, non-agenda items." The public may not speak on non-agenda items at special meetings.

Each person addressing council during the "presentations by the public" section of the agenda will be allowed not more than three minutes to speak.

Certain speakers, deemed to be of special interest to the Town and Council at the discretion of the Town Administrator, shall be placed on the agenda under the item "Consideration of Communications." These speakers may speak for longer than three minutes and are free to submit slides or other materials to be shown or distributed during the meeting.

Any citizen of the town shall be entitled to appear before the council at any regular or special meeting concerning any municipal matter with the exception of personnel matters. 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.

The order that citizens shall be allowed to speak will be: Residents of the town; followed by licensed businesses within the town; and then owners of property in the town. A person who does not meet these requirements can speak after all others and only if no council member objects. Each person addressing council will be allowed not more than three minutes to speak.

(Code 1985, § 2-309; Ord. No. 16-08, 6-21-2016; Ord. No. 19-19, 10-1-2019)

Sec. 2-70. Citizen and audience decorum during council meetings; public hearings and public participation by citizens.

- (a) The town values your opinion and invites you to address the town council on any town matters. Rules of decorum exist that are used to govern time and manner of expression to ensure responsiveness to your concern. In support of and respect for an open, fair and informed decision-making process the town council recognizes that:
- (1) Civil, respectful, and courteous discourse and behavior are conducive to the democratic and harmonious hearing of concerns and decision making.
 - (2) Uncivil discourse and/or discourteous and inappropriate behavior have a negative impact **in on** the character and productivity of the decision-making process.
- (b) To preserve the intent of open government and maintain a positive environment for citizen input and council decision making the following rules of decorum have been established:
- (1) Speakers will always conduct themselves in a civil and respectful manner.
 - (2) Speakers 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.
 - (3) Speakers will refrain from making comments **y** of a personal nature regarding others.
 - (4) Name calling and/or obscenity is forbidden.
 - (5) Shouting, yelling, screaming is forbidden.
- (c) It is the intent of council to hear from residents regarding issues and concerns. It is also important for council to hear from residents and citizens from both sides of any issue.

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- (1) Audience will refrain from commenting, shouting, booing, clapping, stomping feet or other inappropriate and/or disruptive behavior.
 - (2) No campaign placards, banners, or signs will be permitted in council chambers.
 - (3) No commercial solicitation will be permitted during public participation.
 - (d) Any person who engages in disorderly conduct which disrupts, disturbs or otherwise impedes the orderly conduct shall at the discretion of the mayor or the mayor pro-tem terminate their time from speaking and/or may be removed from the building. If the presiding officer fails to act, then most of the council may also vote to terminate the speaking of an individual and/or the removal of a person.

(Ord. No. 19-20, 10-1-2019)

Sec. 2-71. Confidentiality.

- (a) 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.
- (b) 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.