



TOWN COUNCIL WORKSHOP

Irmo Municipal Building
7300 Woodrow Street, Irmo, SC 29063

May 5, 2026 @ 6:00 PM

AGENDA

- I. Call to Order
- II. Discussion Items
 - A. Discussion concerning updates to the Employee Manual (Staff)
 - B. Discussion concerning updates to Sec. 2-3.7 of the Zoning Ordinance, Conditional Uses for Home Occupations (Councilman Ward)
 - C. Discussion concerning upcoming rezoning requests (Staff):
 - Columbiana Drive, TMS R03911-05-25, 270 unit apartment complex
 - Shady Grove Road, TMS R03300-03-37, 200 apartment units and +/- 70 additional single family residential
 - 7949 Broad River Road (Prime Space Storage), TMS R04006-02-25, rezoning to allow additional storage facilities on the property
 - D. Discussion concerning a contract renewal with MPA Strategies for PIO services (Staff)
 - E. Discussion concerning a contract renewal with CC&I for building inspection services (Staff)
- 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.

Summary of Personnel Policy Amendments

1. Fringe Benefits: Employee Assistance Program (EAP)

The Town now provides an **Employee Assistance Program (EAP)** to all eligible employees. This confidential service offers professional counseling and resources for personal or work-related issues, including mental health, financial planning, and legal referrals.

- **Cost:** This benefit is provided at no cost to the employee.

2. Payment of Wages: Direct Deposit Schedule

To align with standard banking cycles and provide better weekend access to funds, the payroll disbursement schedule has been updated.

- **Previous Schedule:** Tuesday
- **New Schedule: Friday**
- *Note: Direct deposit funds will typically be available by the start of business every Friday.*

3. Leave Accrual: Longevity Milestone

We are accelerating the rate at which employees earn additional leave.

- The milestone for increased leave accrual has been lowered from **10 years of service to 5 years of service.**

4. Travel and Subsistence

- **Mileage Reimbursement:** All official business travel mileage will now be calculated using **Town Hall** as the starting point to the destination.
- **Meal Allowances:** Meal reimbursements no longer require adherence to a set time schedule (e.g., specific windows for breakfast/lunch). Employees will be reimbursed based on actual travel status, provided the expense is reasonable and within daily limits.

5. Leave of Absence: Parental and Maternity Leave

The Town has introduced a dedicated **Parental/Maternity Leave** policy. This provides eligible employees with protected time off for the birth, adoption, or foster placement of a child.(6 weeks)

6. Bereavement Leave

We have expanded the scope and flexibility of bereavement leave to better support employees during loss:

- **Extended Leave:** The Town Administrator now has the authority to grant up to **10 days** (increased from 5) for extended bereavement leave at their discretion.
- **Immediate Family Expansion:** The definition of "Immediate Family" now includes **grandparents, grandchildren, and spouse's grandparents**.
- **Other Family Members:** Bereavement leave is now also applicable for the loss of a **niece or nephew**.

7. Holidays

- The Town observes **Juneteenth** as an official paid holiday.
- Each employee receives a Birthday Coupon in must be used during the pay period which their birthday falls on.

8. Compassionate Leave Pool (Funding & Rollover)

A. Annual Funding through Forfeited Leave The Town of Irmo operates on a "use-it-or-lose-it" system regarding maximum leave carryover. To support employees facing medical crises, the Leave Pool is primarily funded through the following automatic process:

- **The July 1st Rollover:** Per Town policy, employees are permitted to roll over a maximum amount of vacation and sick leave into the new fiscal year.
- **Automatic Donation:** On July 1st of each year, any accrued vacation or sick leave hours that exceed the allowable maximum rollover limit will not be deleted. Instead, these hours will be **automatically transferred** and donated to the Town of Irmo Compassionate Leave Pool.
- **Irrevocability:** Once hours are transferred to the Pool via the annual rollover cap, they cannot be restored to the individual employee's balance.

B. Voluntary Contributions In addition to the automatic July 1st transfer, employees may voluntarily donate hours to the pool at any time during the year, provided they maintain a personal balance of at least **[80]** hours for their own protection.

C. Separation from Service Upon retirement or resignation in good standing, an employee may elect to donate any remaining non-payable sick leave hours to the Pool rather than forfeiting them.

Compassionate Leave Pool (Administration & Approval)

A. Request Process Employees seeking to receive hours from the Leave Pool must submit a written request to Human Resources, accompanied by a medical certification form from a licensed healthcare provider.

B. Approval Authority All requests for Leave Pool hours are subject to a two-step approval process:

1. **Administrative Review:** Human Resources and the Town Administrator will review the request to ensure the employee has exhausted all personal leave and meets the "Serious Medical Condition" criteria.
2. **Board Approval:** Once vetted by administration, the request must be presented to and **formally approved by the [Board/Leave Committee]**. No hours shall be disbursed from the pool until the Board has granted final approval.

C. Disbursement Limits

- **Maximum Grant:** The Board may approve a maximum of hours per request.
- **Pro-Rated Use:** Approved hours will be applied to the recipient's pay period only for the time they are unable to work due to the documented medical condition.
- **Remaining Hours:** If an employee returns to work before using all Board-approved pool hours, the remaining hours will stay in the Pool for the benefit of other employees.

9. Adding Housing Stipend- Eligible officers that live within a 3-mile radius of Town of Irmo will receive a monthly stipend of \$300.00



Staff Report

Discussion concerning updates to Sec. 2-3.7 of the Zoning Ordinance, Conditional Uses for Home Occupations (Councilman Ward)

DATES: May 5, 2026
TO: Town Council
FROM: Doug Polen, Deputy Town Administrator
SUBJECT: Proposed Ordinance Change
ACTION REQUESTED: Consider changes to Sec. 2-3.7, Conditional Uses for Home Occupations

Background

Subsection A of the Home Occupation section states "The home occupation shall be carried on wholly within the principal residence. Attached or detached garages, storage buildings, barns, workshops, and other auxiliary structures may be used only for the storage of parts and materials."

Analysis

There is a concern that home occupations should be allowable in auxiliary structures. Many home occupation proprietors probably do utilize sheds, barns, and garages as their offices, workshops, and even places to meet customers.

This issue came up because a property owner in the Harbison neighborhood would like to open a beauty salon in her home. Our code does not allow such a salon in the garage, but the SC Board of Cosmetology requires that home salons not be in the primary residential area.

This item will be going to the Planning Commission on May 11 and then it will come to Council for a vote on May 19 and June 16.

Staff Findings

Staff recommends considering editing or removing this subsection to allow the use of any structures on the residential property.

Attachments

None



Staff Report

Discussion concerning upcoming rezoning requests (Staff):

- **Columbiana Drive, TMS R03911-05-25, 270 unit apartment complex**
- **Shady Grove Road, TMS R03300-03-37, 200 apartment units and +/- 70 additional single family residential**
- **7949 Broad River Road (Prime Space Storage), TMS R04006-02-25, rezoning to allow additional storage facilities on the property**

DATES: May 5, 2026
TO: Town Council
FROM: Doug Polen, Deputy Town Administrator
SUBJECT: Upcoming Rezoning Applications
ACTION Discussion
REQUESTED:

Background

There are three rezoning applications before the Planning Commission in the coming months and both feature housing that is considered affordable.

1. The first application is from Long Key Development. They are seeking to construct approximately 270 residential apartment units on Columbiana Drive at the site of the old dirt mine. This development will primarily be accessed through Columbiana Drive but will feature some connectivity through Battery Road to the site. It is undetermined at this time if the Battery Road connection will be open or if it will be a gated, emergency access only. The developer is seeking tax credits for below-market rates for a percentage of units. These tax credits would come from Richland County. The remaining units will be set at market rate. This project will have a public meeting in the chambers on May 28, followed by Planning Commission on June 8 and Council in June and July.
2. The second development is from American Community Developers. They are seeking to construct approximately 200 residential apartment units and 70 single family units on Shady Grove on the property previously considered for the volleyball training facility. All 200 apartment units will be workforce housing, so all residents must have an income source and will pay rent at rates determined by the federal government depending on their income. The single family units will also be below market rate and available to seniors only. In order for this project to be considered for federal tax credits, it must be entitled by mid-July. As such, the applicant has requested an accelerated approval schedule.

Planning Commission is scheduled for May 11, a public meeting is scheduled for May 18, and then Council will hear the rezoning request on May 19 and June 16. Design details and site layout will be provided to Council once they have been provided to Staff.

3. Lastly, the Planning Commission will be hearing a rezoning application for the PrimeSpace Storage location at the intersection of Woodrow and Broad River Road in May. The property owner is seeking a rezoning to allow construction of additional storage facilities on-site.

Analysis

Staff Findings

Attachments

1. Town of Irmo _ On-Site Poster _ DRAFT
2. 2026.03.09 - Irmo SC Site Plan _ 270 units
3. Broad River Storage 3-5-26 (1)

NOTICE OF PROPOSED NEW DEVELOPMENT

Meeting Schedule

Neighborhood Meeting: Thursday, May 28th, 5:00pm – 6:30pm

Planning Commission & Public Hearing: Monday, June 8th, 6:00pm

Town Council 1st Reading: Tuesday, June 16th, 6:00pm

Town Council 2nd Reading & Public Hearing: Tuesday, July 21st, 6:00 PM

**All meetings will be held at the Town of Irmo
Municipal Building, 7300 Woodrow Street**

For More Information, Please Contact

Town of Irmo

Doug Polen

803-781-7050, ext. 108

dpolen@townofirmosc.com

Real Estate Opportunities

Columbiana Dr, LLC

SPeterson@LongKeyDev.com



Proposed: Multi-Family Housing



STEELE GROUP
ARCHITECTS



**Irmo SC
Apartments**

625 West 6th Street
Winston-Salem, NC 27101

©2026 Steele Group Architects

ISSUE:
2026 PRELIMINARY CONCEPT

DATE:
2026-03-03

PROJECT NUMBER:
2026 NC

SHEET TITLE:
CONCEPTUAL SITE PLAN

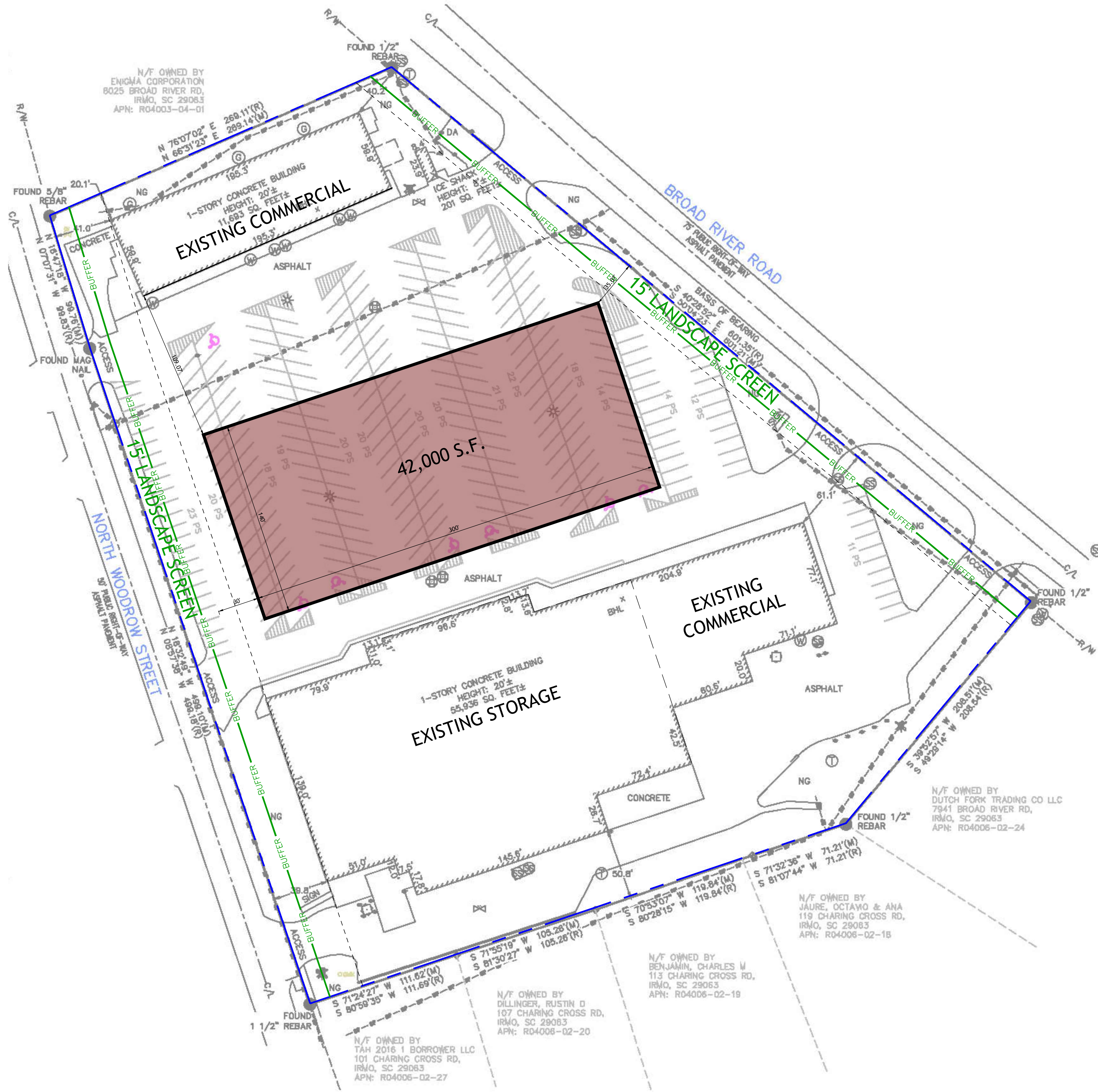
SHEET TITLE:

A-000

CONCEPTUAL SITE PLAN

SCALE: 1" = 200'





SITE DATA:	
TAX MAP#:	R04006-02-24
COUNTY:	RICHLAND COUNTY
MUNICIPALITY:	TOWN OF IRMO
SITE ACEAGE:	6.07 ACRES
CURRENT ZONING:	UNKNOWN
LAYOUT DATA:	
EXISTING BUILDING AREA:	67,629 S.F.
PROPOSED NEW BUILDING AREA:	42,000 S.F.
TOTAL RETAIL BUILDING AREA:	109,629 S.F.

BUILDING FACADE NOTE:
 BUILDING DESIGN WILL BE WITH AN UPGRADED FACADE AS APPROVED BY THE JHA



SAFETY IS IN YOUR HANDS. EVERY DIG. EVERY TIME.

UTILITY NOTE TO CONTRACTOR
 THE UTILITIES SHOWN ARE FOR THE CONTRACTOR'S CONVENIENCE ONLY. THERE MAY BE OTHER UTILITIES NOT SHOWN ON THESE PLANS. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE LOCATIONS SHOWN AND IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATIONS OF ALL UTILITIES WITHIN THE LIMITS OF THE WORK. ALL DAMAGE MADE TO EXISTING UTILITIES BY THE CONTRACTOR SHALL BE THE SOLE RESPONSIBILITY OF THE CONTRACTOR.

NO.	DATE	BY	REVISION



132 PILGRIM ROAD - GREENVILLE, SC 29607
 PH: 864.634.7474
 WWW.GRAYENGINEERING.COM

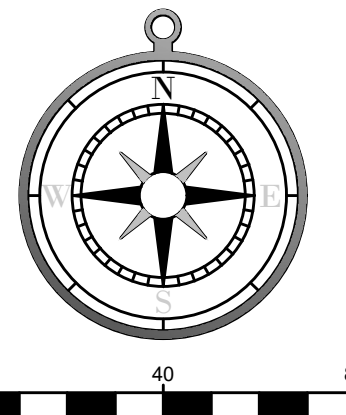
NOT FOR CONSTRUCTION

THIS DRAWING AND ALL INFORMATION CONTAINED HEREIN IS THE PROPERTY OF GRAY ENGINEERING CONSULTANTS, INC. SERVICE AND THE PROPERTY OF GRAY ENGINEERING CONSULTANTS, INC. AUTHORIZED BY GRAY ENGINEERING CONSULTANTS, INC. FOR THE PROJECT.

STAKEOUT PLAN
PROPOSED SELF STORAGE EXPANSION

RICHLAND COUNTY
 TOWN OF IRMO, SC

7949 BROAD RIVER ROAD



SCALE: 1" = 40'

PROJECT MANAGER: JB
 DRAWN BY: MSG
 PROJECT DATE: 2/13/2026
 JOB NO.: 2026XXX
 PLOT DATE: 3/5/26

SHEET
CV-1



Proposed Agreement for Services

The Town of Irmo
July 1, 2026

This agreement is in consideration of public relations, media relations, graphic design, the SC Purchasing and Procurement Digest, PIO for IPD, Irmo Believes promotion, and general communications consulting services to be rendered by MPA Media Corp. (herein listed as “Consultant”), to the Town of Irmo (herein listed as “Client.”) Consultant will also provide Client a copy of the South Carolina Purchasing & Procurement Digest monthly to aide in grant-writing and project funding.

Services: Effective July 1, 2026 – June 30, 2027, Consultant shall provide the above listed services as needed by Client. Consultant will report directly to the Town Administrator.

Compensation: Client agrees to pay Consultant, on invoice, a monthly fee for services listed above in the amount of \$2,100.00 per month. Each invoice shall be provided to the Town Administrator before the end of each month and is to be paid by the 15th of the following month. If there are any other costs to be reimbursed by the Client, Consultant agrees to obtain consent and pre-approval from Client.

Termination: Either party may terminate the agreement early with a 60-day written notice to the other party. If either party terminates the agreement, a 60-day notice and payment must be rendered from Client to Consultant.

Terms: Client and Consultant agrees to automatically renew contract annually at the start of each fiscal year unless termination or other terms supersede this clause.

Nondisclosure of Confidential Information: Consultant agrees that she shall hold and maintain the Confidential Information of Client in strictest confidence. Confidential Information shall include all non-public or proprietary information unless authorized by the Town Administrator.

Independent Contractor: This Agreement shall not render Consultant an employee, agent of or joint venturer with the Client for any purpose. Contractor is and will remain an independent contractor in its relationship to the Client. The Client shall not be responsible for withholding taxes with respect to Contractor’s compensation hereunder. Contractor shall have no claim against the Client hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, workers’ compensation, health or disability benefits, unemployment insurance benefits or employee benefits of any kind.

Force Majeure: Per this Agreement, “any event of force majeure” means an event beyond the control of the Parties that may prevent a Party from complying with its obligations under this Agreement including but not limited to: acts of God (earthquakes, fires, or other natural disasters), war, contamination, riot, or acts of terrorism.

In any event of force majeure (a) neither Party shall be in breach of this Agreement; (b) the affected Party will provide reasonable notice to the unaffected Party of events; (c) and the time for completion of the services to be performed under this Agreement may be extended by a period equal to the period of interruption caused by the event of force majeure.

Entire Agreement: This Agreement constitutes the entire Agreement and understanding between the parties with respect to the subject matters herein, and supersedes and replaces any prior agreements and understandings, whether oral or written between them with respect to such matters. The provisions of this Agreement may be waived, altered, amended, or repealed in whole or in part only upon the written consent of both parties.

Title and Subtitles: The titles of the sections and subsections of this Agreement and any exhibits are for the convenience of reference only and are not to be considered in construing this Agreement.

No Implied Waivers: The failure of either party at any time to require performance by the other party of any provision hereof shall not affect in any way the right to require such performance at any time thereafter, nor shall the waiver by either party of a breach of any provision hereof be taken or held to be a waiver of any subsequent breach of the same provision or any other provision.

Severability: If for any reason any provision of this Agreement shall be determined to be invalid or inoperative, the validity and effect of the other provisions hereof shall not be affected thereby, provided that no such severability shall be effective if it causes a material detriment to any party.

Applicable Law: This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, applicable to contracts between South Carolina residents, entered and to be performed entirely within the State of South Carolina.

Notices: All notices, requests, demands, instructions, or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery.

Client: Town of Irmo

Consultant: MPA Media Corp.

Ashley S. Hunter

DATED: April 15, 2026



MPA Media Corporation
Prepared for the Town of Irmo

Overview

MPA Strategies provides **comprehensive Public Information Officer (PIO), media, and marketing services** designed to elevate the Town of Irmo’s communication efforts, strengthen public trust, and ensure timely, accurate, and engaging information reaches residents, businesses, and stakeholders. Our approach combines strategic messaging, responsive media relations, and graphic design services to position Irmo as a great place to call home and a community-centric, small business-friendly local government.

PIO Services

MPA CEO, Ashley Hunter, serves as the Town’s dedicated media liaison; functioning as an extension of the talented Town staff to manage day-to-day public information needs and high-level strategic messaging. Hunter is one of the **few statewide PIOs that are certified by both FBI-LEEDA and FEMA** to provide the Town of Irmo with well-prepared, advanced-level media services during extreme weather and law enforcement incidents. Core PIO services include:

- **Media Relations & Press Management:** Drafting and distributing press releases, coordinating interviews, and serving as the primary liaison between the Town and local/regional media outlets.
- **Crisis Communications:** Rapid-response messaging, issue management, and coordinated communication strategies during emergencies or sensitive situations.
- **Message Development:** Crafting clear, consistent messaging for Town initiatives, policies, and leadership communications.
- **Public Notices & Official Statements:** Ensuring timely and compliant dissemination of public information.
- **Spokesperson Support:** Media preparation, training, and talking points for elected officials and staff as needed.

Strategic Communications & Content Development

MPA will create and execute a cohesive communications strategy that aligns with the Town’s priorities and community expectations:

- **Content Creation:** Development and design of social media posts, event flyers, and community announcements.
- **Campaign Development:** Strategic promotion of Town initiatives, events, and law enforcement initiatives.
- **Community Engagement:** Increased visibility and participation through targeted messaging and storytelling. MPA also makes sure the local media is aware of community engagement initiatives and events.

Media Monitoring & Reporting

- Tracking daily media coverage, public sentiment, and emerging issues.
- Providing regular reports with actionable insights to inform leadership decisions.

Added Value

MPA Strategies brings a deep understanding of municipal communications, local media landscapes, and community-first messaging. Our team is proactive, creative, and focused on not just sharing information but shaping public perception and strengthening the Town's reputation.

Additionally, MPA's **South Carolina Purchasing and Procurement Digest** provides the Town of Irmo with a powerful, platform for actively seeking public and private funding opportunities.

Conclusion

Through a partnership with MPA Strategies, the Town of Irmo will gain a dedicated, experienced communications team committed to transparency, engagement, and strategic growth. Our PIO and media services ensure the Town's voice is clear, consistent, and impactful—keeping residents informed and connected.



AGREEMENT FOR SOUTH CAROLINA CODE COMPLIANT SERVICES

THIS AGREEMENT, made and entered into this _____ day of _____, 20____, but effective as of _____, hereinafter referred to as the effective date, by and between CC&I Services, LLC a limited liability corporation whose office address is 4795 South Church Street Extension, Suite 2, Roebuck, South Carolina 29376, hereinafter referred to as "CC&I", and Town of Irmo a duly organized and validly existing body politic of the State of South Carolina, hereinafter sometimes referred to as "Town".

Witnesseth:

WHEREAS, Town has the need for a qualified firm to provide building department services, construction inspection services, building official services, and plan review services, hereinafter referred to as Services, to Town on an as needed/requested/required basis; and

WHEREAS, the parties hereto now wish to enter into an agreement whereby CC&I will perform the Services for Town on all the terms and conditions as hereinafter set out.

NOW, THEREFORE, for and in consideration of the foregoing, the parties hereto agree as follows:

1. General Scope of Services

- a. CC&I will provide a building department to perform all required services to the public within the needs of providing permits, inspections, plan review and building official services. All inspectors and building officials shall be licensed, as so required, by the State of South Carolina, by the South Carolina Department of Labor, Licensing and Regulations ("LLR") to perform both commercial and residential building inspections, building official services and plan review.
- b. All Inspection Services hereunder shall be performed during normal Town working hours of 8:30 a.m. to 5:00 p.m., Monday through Friday, except for company observed holidays. Weekend and emergency services and/or special request are available with prior consulting with CC&I and Town.
- c. All services performed hereunder shall be performed per the requirements of the Town of Irmo Code, hereinafter referred to as the Town Code, and per any applicable State of South Carolina and/or federal requirements.
- d. It is anticipated that, in the performance of Services hereunder, the Inspectors shall follow the below schedule:
 1. On-site within the Town to provide required construction inspection Services during the hours of Town's operation.
 2. Inspection Services will be provided for all requested inspections scheduled prior to 4:00 p.m. the next business day.

2. Special Representations by CC&I

- a. CC&I is qualified to provide the Inspector to perform the Inspection Services and is licensed/permitted to do so, as applicable, by all public entities having jurisdiction over CC&I and/or the Inspection Services.
- b. CC&I shall maintain all necessary licenses, permits or other authorizations necessary to provide the Inspection Services until CC&I's duties hereunder have been fully satisfied; and CC&I shall ensure that the Inspector maintain all necessary qualifications to perform the Inspection Services.
- c. CC&I assumes full responsibility to Town for the improper acts and omissions of its employees, sub-contractors, or others, if any, employed or retained by CC&I in connection with the Inspection Services.

3. Responsibilities of Town

Town will provide CC&I's Inspectors access to Town facilities and/or information that is reasonably necessary for the performance of the Inspection Services.

4. Term of Agreement

This Agreement shall commence on _____, 20____, and shall continue through _____, 20____, unless earlier terminated by the parties hereto as elsewhere set out herein. If a renewal contract has not been completed within 60 days prior to this expiration of this contract, it shall be automatically renewed for an additional one (1) year period from date provided herein.

5. Termination of Agreement

Either party may terminate this Agreement, or any part of the Agreement upon thirty (30) days written notice with or without cause to the other party hereto. Termination of this Agreement shall not relieve either party of any obligation incurred one to the other prior to said termination, and Town shall pay CC&I for all Services rendered prior to said termination.

6. Compensation

- a. CC&I will collect all fees for permitting, plan review and after hour service fees within its office or website for Services. CC&I will provide to the Town 30% of all collected fees paid for by company check on a calendar monthly schedule, made payable by the 15th of the month that ended the previous month.
- b. CC&I shall keep a record of all transactions to include date, type of fee collected and total of fee. These records will be made available to the Town with each monthly payment and at any time requested by the Town.

7. Special Provisions

All documents, data and/or information provide by Town to CC&I hereunder, and all information, data, and documentation generated by CC&I for Town hereunder, shall be treated as confidential, and CC&I shall not divulge same to third parties without the express, written permission of Town, unless disclosure is compelled by a court of competent jurisdiction, or by another governmental entity having competent jurisdiction to compel such disclosure.

8. Obligation to Comply with Laws and Obtain Certificates and/or Licenses

CC&I shall comply with all applicable federal, state, county, and Town laws and ordinances in the performance of its obligations, hereunder, including, but not limited to, the procuring of any necessary business license(s).

9. Independent Contractor

CC&I shall at all times be considered an independent contractor hereunder, and neither CC&I nor its employees shall, under any circumstances, be considered employees of Town. As CC&I is an independent contractor, the Town shall have no liability or responsibility for any direct payments of any salaries, wages, payroll taxes, or any other forms or types of compensation or benefits to any personnel performing services for the Town under this Agreement. CC&I shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Inspection Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with CC&I, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

10. Insurance

CC&I shall provide and maintain insurance for the duration of this Agreement against any and all claims for injuries to persons or damages to property which may in any way arise from, or in connection with, the performance of the work hereunder by CC&I, its agents, contractors, representatives, or employees. Such insurance shall be the minimum amounts:

Minimum Coverages and Limits:

- | | |
|---------------------------------------|-------------------------------------|
| a. Commercial General Liability | \$1,000,000 per occurrence |
| b. General Aggregate | \$2,000,000 |
| c. Comprehensive Automobile Liability | \$1,000,000 per occurrence |
| d. Workers Compensation | Statutory Limits |
| e. Employers Liability | \$1,000,000/\$1,000,000/\$1,000,000 |

Certificate showing proof such insurance policy shall be submitted to Town prior to commencement of services under this Agreement. Further, it shall be affirmative obligation upon CC&I to advise Town within two days of the cancellation of substantive change of any insurance policy set out herein.

The General Liability policy shall list Town as an additional insured. Such coverage shall be primary to the extent of CC&I's negligence and/or willful misconduct and shall apply separately to each insured against whom claim is made or suite is brought, except with respect to the limits of the insurer's liability.

CC&I shall maintain Workers' Compensation Insurance for all of their respective employees who are in any way connected with the performance under this Agreement. Such insurance shall comply with all applicable state laws.

CC&I shall cause each of its contractors performing services hereunder, if any, to purchase and maintain insurance of the type specified herein, unless CC&I's insurance provides coverage on behalf of each contractor.

11. Third Party Reliance

This Agreement is intended for the mutual benefit of the parties hereto and no third-party rights are intended or implied.

12. Ownership of Documents

The Town shall retain ownership of all work product and deliverables created by CC&I pursuant to the Agreement. All records, documents, notes, data, and other materials required for or resulting from the performance of the Services hereunder shall not be used by CC&I for any other purpose other than the performance of the Inspection Services hereunder with the express prior written consent of Town. All such records, documents, notes, data and other materials shall become the exclusive property of the Town when CC&I has been compensated for the same as set forth herein, and the Town shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials maintained or stored on CC&I's secure server pertaining to the Town will be exported into a file and become property of the Town.

The Town and its duly authorized representatives shall have access to any books, documents, papers and records of CC&I that are related to the Agreement for the purposes of audit or examination, other than CC&I's financial records, and may make excerpts and transcriptions of the same.

13. Notices

All notices required hereunder shall be in writing and shall be deemed to have been duly given if either hand delivered or mailed by certified or registered mail, postage prepaid, addressed to that party to whom intended at the address provided below or at such other address as such party shall hereinafter designate to the other party in writing:

CC&I: CC&I Services, LLC
 Attn: E. Wayne Willis, MCP, CBO, CFCO
 4795 S. Church St Ext, Suite2
 Roebuck, SC 29376

TOWN: Town of Irmo
 Attn: Jim Crosland, Town Administrator
 7300 Woodrow St.
 PO Box 406
 Irmo, SC 29063

Any notice so mailed shall be professional carrier certified delivery for tracking such notice.

14. Assignment

The rights and obligations herein shall not be assigned by either party, in whole or in part, without the prior written consent of the other party.

15. Entire Agreement

The Town shall be allowed to rely upon the representatives of the CC&I as set out in the in the Proposal Letter. With the exception of the foregoing, this Agreement constitutes the entire agreement between the parties hereto and may not be modified or amended except in writing signed by all parties hereto. In the case of any conflict between the terms and conditions of the Proposal Letter and this Agreement, the terms of this Agreement shall control.

16. Severability

If any part of the or provision of this Agreement is held invalid or unenforceable under applicable law, such invalidity or unenforceability shall not in any way affect the validity or enforceability of the remaining parts and provisions of this Agreement.

17. Nonwaiver

The waiver by CC&I or the Town of a breach of this Agreement shall not operate as a waiver of any subsequent breach, and no delay in acting with regard to any breach of this Agreement shall be construed to be a waiver of the breach.

18. Employee Verification per the South Carolina Illegal Immigration Reform Act

By entering into this Agreement, CC&I hereby certifies to the Town that CC&I will verify the employment status of any new employees and require any subcontractors or sub-subcontractors performing services hereunder to verify any new employees status, per the terms of the South Carolina Illegal Immigration Reform Act, and as set out in Title 41, Chapter 8 of the Code of Laws of South Carolina, 1976.

19. SOLICIATION/ HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Town shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of CC&I who provided services to Town pursuant to this Agreement the Inspector, or who interacted with Town in connection with the provision of such services (including but not limited to supervisors or managers of CC&I, customer relations personnel, accounting personnel, and other support personnel of CC&I. The parties agree that this provision is reasonable and necessary in order to preserve and protect CC&I's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

20. GOVERNING LAW

This Agreement and the rights, obligations and remedies of the parties hereto, shall in all respects by governed by and construed in accordance with the laws of the State of South Carolina, and venue for the resolution of all disputes regarding the terms of this Agreement or the performance thereunder, whether in law or in equity, shall be exclusively in the courts of the state of South Carolina.

21. Indemnification

Notwithstanding anything herein to the contrary, CC&I shall indemnify and hold Town, its employees, officers, officials, contractors, agents, and/or representatives, free and harmless from and against any and all liabilities, losses, claims, demands, suits, judgements, causes of action and/or expenses of any kind or nature resulting from property damage and/or personal injury, including death, to the extent resulting from or arising out of the negligence and/or willful misconduct of CC&I, its employees, subcontractors, or representatives under this Agreement. Such losses, liabilities, expenses, damages and/or claims shall include, but not be limited to, civil or criminal fines or penalties, a taking, whether direct, indirect or inverse, or for loss of use and/or services, personal injury, death, libel, and slander through all levels of appeals. Should Town be named in any suit, action or claim under the terms

hereof, then CC&I shall appear to the extent obligated herein and defend Town for which the Town shall always have the option to appear and defend such action or claim on its own behalf. The foregoing indemnity shall survive the expiration or termination of this Agreement.

22. Successors and Assigns

The rights and obligations herein shall insure to, and be binding upon, the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the duly authorized representatives of the parties have executed this Agreement as of the date first written.

TOWN OF IRMO

CC&I

_____ Date _____
Jim Crosland
Town Administrator

_____ Date _____
E. Wayne Willis
CEO

_____ Date _____
Name _____
Position _____

_____ Date _____
Jennifer Willis
CFO, Primary Principal

WITNESS

WITNESS

_____ Date _____

_____ Date _____