



TOWN COUNCIL MEETING

Irmo Municipal Building
7300 Woodrow Street, Irmo, SC 29063

October 15, 2024 @ 6:30 PM

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

AGENDA

- I. PUBLIC HEARING(s)
 - A. To receive comments on Ordinance 24-12 to approve a development agreement for the proposed Water Walk subdivision located at the intersection of Dreher Shoals Road, Salem Church Road, and Muskrat Run.
 - B. To receive comments on Ordinance 24-13 to rezone eleven propertiestotaling 65.12 acres of real property located at the intersection of Dreher Shoals Road, Salem Church Road, and Muskrat Run from CG, General Commercial; RG, General Residential; And FA, Fringe Agriculture To MD, Mixed-Use and to amend the official zoning map of the Town of Irmo to so reflect.
- II. Call to Order
- III. Pledge of Allegiance
- IV. Invocation
- V. Approval of the Agenda
- VI. Reading of the Minutes
 - A. September 17, 2024
 - B. October 1, 2024

VII. Report of Standing

A. Administrative Briefing

B. New In-Town Businesses

Violette Adams Counseling, LLC. - 7825 Broad River Road STE 200
Lise Luxe Beauty / Cory Hardy - 1180 Dutch Fork Road STE C
Peaceful Pause Healing, LLC. - 7825 Broad River Road STE 200
Brandi Blake Designs - 61 Antique Rose Court
M.P. Williams Massage Therapy, LLC. - 7520 Irmo Drive

VIII. Consideration of Communications

A. Recognition of Theresa Miley State Farm as the October 2024 Small Business of the Month.

B. School Showcase:

Seven Oaks Elementary Global Magnet, presented by Dr. Angie Slatton, Interim Principal

C. Community Connections:

Escolares Pathway Meeting (10/17)
Rawls Creek Park Ribbon Cutting (10/18)
Hush No More Walk (10/19)
Sign Language Class (10/20)
Palmetto Journey of Hope (10/24)
Gala for Growth (10/24)
Haunted Theatre (10/25 & 10/26)
Halloween Events (see list with details below)
Thanksgiving Donations
Toys for Tots

Halloween events info:

Irmo Events Committee Trunk or Treat on 10-31-24 6-8 pm in Moore Park
Additional Events:

10-20 Carolina Results Team Halloween Party (152 Innsbruck Dr.) 1:30-5 pm

10-25 Crossroads Church (2723 Ashland Road) 5:30-8:30 pm

10-26 Trick or Treat Trail at Lake Woodcross 2-4 pm

10-26 River Springs Church 5:30-7:30 pm

10-26 Legacy Martial Arts Trunk or Treat (7579 St. Andrews Rd) 5:30-8 pm

10-27 Monster Mash at Flight Adventure Park 10 am - Noon

10-27 Steve Padgett Honda 3-5 pm

10-27 Ultimate Sport Martial Arts Academy (7210 Broad River Road) 4-9 pm

10-27 Union United Methodist Church 4:30 pm

IX. Presentation by Citizens (Agenda Items Only)

X. Unfinished Business

- A. **SECOND AND FINAL READING OF ORDINANCE 24-12** to approve a development agreement for the Water Walk development pursuant to the South Carolina Local Government Development Agreement Act authorizing the Town of Irmo to execute said development agreement. This will approve the contract between the property owner and the Town of Irmo which covers the development of the Water Walk subdivision.
- B. **SECOND AND FINAL READING OF ORDINANCE 24-13** to rezone eleven properties totaling 65.12 acres of real property located at the intersection of Dreher Shoals Road, Salem Church Road, and Muskrat Run from CG, General Commercial; RG, General Residential; And FA, Fringe Agriculture To MD, Mixed-Use and to amend the official zoning map of the Town of Irmo to so reflect (Planning Commission). This will rezone the subject property to the Mixed-Use zone as described in the Water Walk development agreement and narrative statement.

XI. New Business

- A. **FIRST READING OF ORDINANCE 24-14** Authorizing the sale of a portion of town property located at 7815 Broad River Road (TMS# R04005-04-01) to Richland County in the amount of \$85,100 for the U.S. Route 76 widening project (Staff). This will sell approximately 0.309 acres of land currently owned by the Town of Irmo for the Broad River Road widening project.
- B. **FIRST READING OF ORDINANCE 24-15** to Adopt a Comprehensive Plan for the Town of Irmo
- C. **APPROVAL OF RESOLUTION 24-12** to Approve Expenditures of Revenue Generated from the Accommodations Tax (A-Tax Committee). Applications were received from Capital City/Lake Murray Country, Greater Irmo Chamber of Commerce, Irmo Future Growth, Irmo International Festival, and the Irmo Okra Strut.
- D. Appointment of Lisa Hancock as the Municipal Clerk.
- E. **APPROVAL OF RESOLUTION 24-13** to Authorize certain Municipal Officials to Conduct Banking Business (Staff).
- F. Approval of the SCPRT Grant Award Agreement in the amount of \$500,000 towards the New Town Hall Project (Staff).
- G. Approval of an SCDPS Grant in the amount of \$8,265 for the purchase of in-car video cameras along with maintenance and storage (Police Department).
- H. Approval of an SCDPS Grant in the amount of \$14,580 for the purchase of body-worn cameras along with maintenance and storage (Police Department).
- I. Approval to refund base fees paid by Food Vendors, Exhibitors, Sponsors,

and Parade Entrants for the 2024 Okra Strut Festival (Okra Strut Commission).

XII. Presentation by Citizens

XIII. Discussion

XIV. Executive Session

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

XV. 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).

STATE OF SOUTH CAROLINA)
)
TOWN OF IRMO)

ORDINANCE 24 – 12

AN ORDINANCE APPROVING A DEVELOPMENT AGREEMENT FOR WATER WALK PURSUANT TO THE SOUTH CAROLINA LOCAL GOVERNMENT DEVELOPMENT AGREEMENT ACT AUTHORIZING THE TOWN OF IRMO TO EXECUTE SAID DEVELOPMENT AGREEMENT

WHEREAS, the South Carolina Local Government Development Agreement Act, South Carolina Code of Laws, Title 6, Chapter 31 (1976, as amended) Sections 6-31-10 through 6-31-160 (the “Act”), authorizes local governments to enter into development agreements with a developer as therein defined; and

WHEREAS, Monts Farms Properties, LLC; William Joseph Monts, Jr.; Linda M. Duffie; Wanda M. Dial; Loretta M. McEntire; and Ronald P. Monts (“Owners”) own certain lands suitable for a mixed use planned development; and

WHEREAS, pursuant to the Act, the Town of Irmo (“Town”) is authorized to enter into binding development agreements with property owners having legal or equitable interests in real property; and

WHEREAS, the Town and the Owners have now concluded their negotiations with respect to the terms for a development agreement for the property owned by the Owners referenced as the following:

R03201-01-06	R03202-01-01	R03202-01-07	R03203-02-04
R03201-01-02	R03202-01-15	R03202-01-06	R03203-02-05
R03202-01-03	R03202-01-11	R03202-01-05	

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and Town Council of the Town of Irmo, South Carolina, in Council duly assembled on this 15th day of October, 2024, that the development agreement, in substantially the form attached hereto as Exhibit A, this execution of a definitive development agreement to be conclusive evidence of such approval, is hereby approved.

PASSED AND ADOPTED this 15th day of October, 2024.

William O. Danielson, *Mayor*

ATTEST:

Lisa Hancock, *Municipal Clerk*

1st Reading & Public Hearing: September 17, 2024

2nd Reading & Public Hearing: October 15, 2024

Staff Report

Water Walk Development Agreement

DATES: Town Council First Reading & Public Hearing: September 17, 2024
Town Council Second Reading & Public Hearing: October 15, 2024

TO: Irmo Town Council

FROM: Douglas Polen, Assistant Town Administrator

SUBJECT: Development Agreement

SUBJECT PROPERTY: Approximately 65.12 acres located along Dreher Shoals Road, Salem Church Road, and Muskrat Run; specifically, TMS R03201-01-02, R03201-01-06, R03202-01-01, R03202-01-03, R03202-01-05, R03202-01-06, R03202-01-07, R03202-01-11, R03202-01-15, R03203-02-04, and R03203-02-05

ACTION REQUESTED: Approve a Development Agreement for the Water Walk Development

Background

This item covers the Development Agreement for the Water Walk project. Details on the project are below, and are more fully covered in the following rezoning ordinance, 24-13.

Per the South Carolina Local Government Development Agreement Act, municipalities are allowed to enter into development agreements with developers in order to better protect both sides of the agreement as regards the development. The Town receives assurances that the development will follow a certain pattern, style, and timing, while the developer is locked into the current version of the Zoning Ordinance, which will not change as the edits are made to the Zoning Ordinance for other, future developments.

The attached Development Agreement has been reviewed by Will Edwards, Town Attorney, and meets all requirements of local and state law.

Following the September 17th Council meeting staff and Council had questions concerning the development agreement, which were then posed to the developer by Staff. The responses were

discussed at the October 1 workshop, followed by more discussion between Staff and the developer. This has resulted in some changes to the Development Agreement and, by extension, the narrative statement. Likewise, the developer has initiated some changes to the documents. These changes are as follows:

- DA, p. 6, WHEREAS, the Property Owner intends to ~~sell the Real Property to a third party (the "Project Developer") who will~~ develop the Project in accordance with the PD Ordinance;
- DA, p. 7, Sec. 2.e. "Development Code" means the Town of Irmo, SC Code of Zoning and Land Development Regulations adopted by Ordinance No. 20-01 dated February 4, 2020, [updated through ~~March~~ August 20, 2024], and is included in the Current Regulations, which are attached hereto as Exhibit D.
- DA, p. 12, Sec. 11.e. Land Donation. ~~The~~ After commencing Development of the Project, the Property Owner shall donate to the Town ~~approximately one-half no more than one (1/2)~~ upland acre, which shall have access to an exterior road, for the establishment of a fire station within the Real Property, in a location to be determined by the Property Owner and the Town (the "Fire Station Land").
- DA, p. 13, Sec. 11.f. ~~and (ii) the Property Owner will reasonably cooperate with and support the potential widening of Highway 6 to four (4) lanes though the design process, and the final design will incorporate potential allowances on the Real Property for intended future widening.~~
- DA, p. 14, Sec. 13 ~~and (b) in the event the Property Owner fails to sell the Real Property to the Project Developer within eighteen (18) months after the Effective Date, the Property Owner shall have the right to terminate this Agreement, and upon such termination the Property Owner shall have no further rights or obligations pursuant to this Agreement.~~
- DA p. 15, Sec. 15 Beginning ~~with on July 1st of the year after the year in which the Property Owner commences Development~~ 1, 2025,
- Narrative, p. 9 Any homes on the perimeter of RD-3 will have fully fenced in backyards in addition to the 25' buffer to provide further privacy to the residents living on Salem Church Road, Muskrat Run, and Emerald Cove Lane. Where the Water Walk property line abuts the property line of an existing single family residence on Emerald Cove or Muskrat Run, a 6 foot privacy fence will be installed to provide additional screening.

More information on the Water Walk project follows.

The Town of Irmo has been approached by Material Capital Partners and Palmetto Alliance Property Group to rezone eleven properties totaling 65.12 acres at the corner of Dreher Shoals Road, Salem Church Road, and Muskrat Run from their current zoning designations of RG, General Residential; CG, General Commercial; and FA, Fringe Agriculture, to MD, Mixed-Use Development. The resulting development, known as Water Walk, is proposed to consist of 52 acres of residential land with a maximum of 550 residential units and an additional 13.2 acres of commercial land.

The applicants have submitted a development agreement and descriptive statement with bonus density calculation, as outlined in Article 7 of the Zoning Ordinance.

The subject properties are as follows:

TMS	Address/Location	Zone	Acreage
R03201-01-02	Dreher Shoals Road	RG	13.80
R03201-01-06	2909 Dreher Shoals Road	RG	10.27
R03202-01-01	Muskrat Run	RG	2.77
R03202-01-03	Dreher Shoals Road	FA	10.61
R03202-01-05	Dreher Shoals Road	RG	2.76
R03202-01-06	Dreher Shoals Road	CG	3.00
R03202-01-07	Dreher Shoals Road	CG	4.64
R03202-01-11	Muskrat Run	FA	10.42
R03202-01-15	Muskrat Run	FA	1.00
R03203-02-04	3025 Dreher Shoals Road	RG	1.56
R03203-02-05	Salem Church Road	RG	4.29

The developer is proposing a maximum of 550 residential units on the property (500 +/- 10% with a minor amendment). At present, the property could conceivably be developed with 711 units, assuming 16 units per acre in the RG zones, 16 units per acre in the CG zones as residential above commercial, and one (1) unit per acre in the FA zone. Additionally, the developer is proposing a maximum of 150,000 sf of commercial, possibly including a hotel with a maximum of 75 rooms.

Staff Findings

Staff has been working with the developer for months and feels that the development is in the best interest of the Town of Irmo. For this reason, Staff recommends **APPROVAL** of the Water Walk Development Agreement.

**WATER WALK
DEVELOPMENT AGREEMENT
BY AND BETWEEN
MONTS FARM PROPERTIES, LLC,
a South Carolina limited liability company,
WILLIAM JOSEPH MONTS, JR.,
LINDA M. DUFFIE,
WANDA M. DIAL,
LORETTA M. McENTIRE,
RONALD P. MONTS,
AND
TOWN OF IRMO, SOUTH CAROLINA
_____, 2024**

**Prepared by:
Lindsay S. Van Slambrook, Esq.
Nelson Mullins Riley & Scarborough LLP
151 Meeting Street, 6th Floor
Charleston, SC 29401**

DEVELOPMENT AGREEMENT
BY AND BETWEEN
MONT'S FARM PROPERTIES, LLC,
a South Carolina limited liability company,
WILLIAM JOSEPH MONT'S, JR.,
LINDA M. DUFFIE,
WANDA M. DIAL,
LORETTA M. McENTIRE,
RONALD P. MONT'S
AND
TOWN OF IRMO, SOUTH CAROLINA
TABLE OF CONTENTS {UPDATE}

RECITALS	
1. The Real Property	
2. Definitions	
3. Relationship of the Parties	
4. Legal Description of the Real Property	
5. Intent of the Parties	
6. Consistency with the Town's Comprehensive Plan and Land Development Regulations	
7. Legislative Act	
8. Laws and Regulations Governing Development of the Real Property	
9. Local Development Permits and Other Permits Needed	
10. Land Uses and Intensities	
11. Facilities and Services	
12. Schedule for Project Development; Annual Update	

13.	Term of the Agreement
14.	Amending or Canceling the Agreement.....
15.	Periodic Review
16.	Severability
17.	Merger.....
18.	Conflicts of Law
19.	Remedies.....
20.	Recording.....
21.	Third Parties.....
22.	Successors and Assigns
23.	General Terms and Conditions

EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Survey
- Exhibit C: Water Walk Development Agreement Ordinance
- Exhibit D: Current Regulations
- Exhibit E: Form of Partial Assignment and Assumption of Rights and Obligations under
Development Agreement
- Exhibit F: General Development Plan
- Exhibit G: Design Guidelines

DEVELOPMENT AGREEMENT
BY AND BETWEEN
MONTS FARM PROPERTIES, LLC,
a South Carolina limited liability company,
WILLIAM JOSEPH MONTS, JR.,
LINDA M. DUFFIE,
WANDA M. DIAL,
LORETTA M. McENTIRE,
RONALD P. MONTS
AND
TOWN OF IRMO, SOUTH CAROLINA

This DEVELOPMENT AGREEMENT (together with the Exhibits attached hereto and incorporated by reference herein, the “Agreement”) is entered into effective as of the ____ day of _____, 2024 (the “Effective Date”), by and between Monts Farm Properties, LLC, a South Carolina limited liability company, William Joseph Monts, Jr., Linda M. Duffie, Wanda M. Dial, Loretta M. McEntire, Ronald P. Monts (collectively, “Property Owner”) and the Town of Irmo, a political subdivision of the State of South Carolina (the “Town”) (collectively, the “Parties”).

RECITALS

WHEREAS, it is the desire of the Town and its citizens to foster the development of a distinctive, attractive community, with a strong sense of place, grow the Town by promoting mixed-use, infill development opportunities, provide a range of housing types, support a diverse and resilient economic base, and preserve the Town’s natural and cultural heritage;

WHEREAS, the Town has determined that its objectives can be best achieved by allowing the development of certain property comprising approximately Sixty-five (65) acres and described on Exhibit A (the “Real Property”) into a traditional mixed-use community containing residential, commercial and hospitality parcels (the “Project”);

WHEREAS, in connection with the development of the Project by the Property Owner, Property Owner submitted a General Development Plan to the Planning Commission, which was approved by Town Council by Town Ordinance No. 2024-____ in accordance with the Development Code and as set forth herein (the “PD Ordinance”);

WHEREAS, from and after the date of this Agreement, the Project shall be referred to as “Water Walk”;

WHEREAS, the Project is consistent with the Town's Comprehensive Plan and Land Development Regulations;

WHEREAS, the Company possesses particular qualifications to develop the Project as desired by the Town;

WHEREAS, The Code of Laws of South Carolina, 1976, as amended (the "S.C. Code"), Sections 6-31-10 through 6-31-160, as it exists on the Effective Date (the "Act"), enables political subdivisions of the State of South Carolina to enter into binding development agreements with entities intending to develop real property under certain conditions set forth in the Act;

WHEREAS, the Act recognizes the benefit of providing developers with "reasonable certainty as to the lawful requirements that must be met in protecting vested property rights, while maintaining the authority and duty of the government to enforce the laws and regulations which promote the public safety, health and general welfare";

WHEREAS, the Property Owner intends to sell the Real Property to a third party (the "Project Developer") who will develop the Project in accordance with the PD Ordinance;

WHEREAS, the Parties have agreed that public facilities must be available and adequate to serve the development concurrent with the impacts of the Project, and have assumed responsibilities as to such facilities, as set forth in this Agreement;

WHEREAS, Pursuant to the Act, the Town conducted public hearings regarding its consideration of this Agreement on _____, 2024, and _____, 2024, after publishing and announcing notice, in accordance with the Act;

WHEREAS, the Town Council adopted Ordinance No. 24-__ on _____, 2024, (a) determining that this Agreement is consistent with the Town Comprehensive Plan, the Act, and the Current Regulations of the Town, and (b) approving this Agreement; and

WHEREAS, the Town and the Company both deem it to be in their best interests, and the best interests of the citizens of the Town, to enter into this Agreement.

NOW THEREFORE, in consideration of the premises of this Agreement and the mutual benefits to the Parties, the Parties agree as follows:

1. The Real Property. The property subject to this Agreement currently consists of approximately sixty-five (65) acres, of which approximately [_____] (_____) acres are highland. A legal description of the property is set forth in Exhibit A, attached hereto and incorporated by reference herein, and the boundary lines of the property are shown on the survey attached hereto as Exhibit B, and incorporated by reference herein.

2. Definitions. In this Agreement, unless the word or phrase is non-capitalized:

(a) “Agreement” means this Development Agreement, including the recitals and exhibits attached hereto.

(b) “Comprehensive Plan” means the Town of Irmo, SC Comprehensive Plan, adopted on August 15, 2023, by Ordinance No. 23-18, as amended, and is included in the Current Regulations, which are attached hereto as Exhibit D.

(c) “Current Regulations” mean the Comprehensive Plan, the Development Code, as amended through the Effective Date, and all other applicable Town ordinances, all as amended through the Effective Date, and attached hereto as Exhibit D and incorporated herein by reference.

(d) “Development” means the planning for or carrying out of a building activity, the making of a material change in the use or appearance of any structure or property, or the dividing of land into three or more parcels, and is intended by the Parties to include all uses of, activities upon or changes to the Real Property as are authorized by the Agreement. “Development”, as designated in a land or development permit, includes the planning for, and all other activity customarily associated with it, unless otherwise specified. When appropriate to the context, “Development” refers to the planning for, or the act of developing, or to the result of development. Reference to a specific operation is not intended to mean that the operation or activity, when part of other operations or activities, is not development. Reference to particular operations is not intended to limit the generality of this item. For purposes of the Development Agreement, the term “Development” shall be defined pursuant to the Act.

(e) “Development Code” means the Town of Irmo, SC Code of Zoning and Land Development Regulations adopted by Ordinance No. 20-01 dated February 4, 2020, updated through August 20, 2024, and is included in the Current Regulations, which are attached hereto as Exhibit D.

(f) “Development Parcel” means any tract of land on which Development may occur, including platted lots and unplatted parcels, but excluding street rights-of-way.

(g) “Development Permit” includes a building permit, zoning permit, subdivision approval, rezoning certification, special exception, variance, certificate of occupancy and any other official action of the Town having the effect of permitting the Development or use of property.

(h) “Development Phasing Schedule” means the schedule of proposed Development of the Real Property as shown in Section VIII of the General Development Plan.

(i) “Development Rights” means all rights to the use and Development of the Real Property derived from this Agreement and the PD Ordinance.

(j) “Facilities” means major capital or community improvements including, but not limited to, transportation, sanitary sewer, solid waste, drainage, and potable water.

(k) “General Development Plan” means the Concept Plan and Descriptive Statement setting forth the land use and general development plan for the Project, which was approved by the PD Ordinance by Town Council and is attached hereto as Exhibit C.

(l) “Land Development Regulations” means ordinances and regulations enacted by the Town for the regulation of any aspect of Development and includes, but is not limited to, the PD Ordinance, Town zoning, rezoning, subdivision, building construction, or sign regulations or any other regulations controlling the Development or use of real property.

(m) “Law” means all statutes, ordinances, resolutions, regulations, comprehensive plans, land development regulations, policies and rules, custom and usage (formal and informal) adopted by the State and/or the Town affecting the Development of real property, and includes laws governing permitted uses of the real property, governing density, and governing design, improvement, and construction standards and specifications.

(n) “Official Zoning Map” means the Town of Irmo Official Zoning map as outlined in the Development Code.

(o) “PD Ordinance” has the meaning ascribed in the Recitals.

(p) “Project” is the Development that will occur within and upon the Real Property described in Exhibit A and depicted on Exhibit B.

(q) “Property Owner” means, collectively, Monts Farm Properties, LLC, a South Carolina limited liability company, William Joseph Monts, Jr., Linda M. Duffie, Wanda M. Dial, Loretta M. Mcintire, Ronald P. Monts, and includes each of their successors in interest, successors in title (as to any portion of the Real Property) and/or assigns by virtue of assignment or other instrument compliant with this Agreement. When used herein with reference to a specific property within the Real Property or other portion of the Real Property, Property Owner shall mean and refer to that specific person or entity that has legal title to such portion of the Property.

(r) “Real Property” is the real property referred to in Section 4 and includes any improvements or structures customarily regarded as part of real property.

(s) “Water Walk Development Agreement Ordinance or Development Agreement Ordinance” means the Town Ordinance No. 24-____, adopted on _____, 2024, approving this Agreement and attached hereto as Exhibit C and incorporated herein by reference.

(t) “Term” shall have the meaning set forth in Section 13 of this Agreement.

(u) “Town” means Town of Irmo, South Carolina.

3. Relationship of the Parties. This Agreement creates a contractual relationship between the Parties. This Agreement is not intended to create, and does not create, the relationship of

master/servant, principal/agent, independent contractor/employer, partnership, joint venture, or any other relationship where one party may be held responsible for acts of the other party. Further, this Agreement is not intended to create, nor does it create, a relationship whereby the conduct of the Property Owner constitutes “state action” for any purposes.

4. Legal Description of the Real Property. The Real Property which is the subject of this Agreement is described as follows:

(a) A legal description of the Real Property is set forth in Exhibit A.

(b) A survey of the Real Property is set forth in Exhibit B.

The Real Property currently consists of approximately [] () acres of highland and approximately [] () acres of wetlands, with a total gross acreage of approximately sixty-five (65) acres.

5. Intent of the Parties. The Town and the Property Owner agree that the burdens of this Agreement bind, and the benefits of this Agreement shall inure, to each of them and to their successors in interest and, in the case of the Property Owner, its successors in title and/or assigns. The Town and the Property Owner are entering into this Agreement in order to secure benefits and burdens referenced in the Act. To that end, the Parties agree to work cooperatively to accomplish the purposes of this Agreement during the Term of this Agreement.

6. Consistency with the Town’s Comprehensive Plan and Land Development Regulations. Town represents and warrants that this Agreement is consistent with the Town’s Comprehensive Plan and Current Regulations. Whenever expressed or implied substantive provisions of this Agreement are inconsistent with the applicable standards set forth in the Current Regulations, the standards set forth in the Current Regulations and the standards set forth in this Agreement shall, to the extent possible, be considered in *part material* to give effect to both the Current Regulations and this Agreement; provided, however, that in the event of a conflict, and subject to the provisions of S.C. Code § 6-31-80, the standards set forth in this Agreement shall govern. Town further represents and warrants that Town Council has approved the Project under the process set forth in S.C. Code § 6-31-50 of the Act and the Development Code on the terms and conditions set forth in this Agreement.

7. Legislative Act. Any change in the standards established by this Agreement or to Laws pertaining to the same shall require the approval of Town Council, subject to compliance with applicable statutory procedures and Section 8(b). This Agreement constitutes a legislative act of Town Council. Town Council adopted this Agreement only after following procedures required by the Act and the Development Code. This Agreement shall not be construed to create a debt of the Town as referenced in S.C. Code § 6-31-145.

8. Laws and Regulations Governing Development of the Real Property.

(a) Current Regulations. Except as otherwise provided by this Agreement or by S.C. Code Section 6-31-10, et seq., the Laws applicable to Development of the Real Property are the Current Regulations. Nothing contained herein shall abrogate any rights either preserved by S.C. Code Section 6-31-140 or that may be available or may become available pursuant to common law and otherwise in the absence of a development agreement.

(b) Subsequent Regulations. The Town may enact subsequent regulations pursuant to S.C. Code § 6-31-80. In recognition of the fact that the Town may, in the future, implement zoning and land development ordinances and procedures that may be improvements over those set forth in the Current Regulations, Property Owner may notify the Town in writing that it elects to be bound by a modified provision. The delivery and recording in the Office of the Richland County, South Carolina Register of Deeds shall constitute a minor modification to the Agreement. Thereafter, the modified provision shall also apply to the Real Property and be considered part of the Current Regulations.

(c) State and Federal Law. Pursuant to S.C. Code Ann. § 6-31-130, in the event state or federal laws or regulations prevent or preclude compliance with one or more provisions of this Agreement, the pertinent provisions of this Agreement shall be modified or suspended as may be necessary to comply with the state or federal laws or regulations.

(d) Building Codes and Laws Other Than Land Development Regulations. Notwithstanding any provision which may be construed to the contrary in this Agreement, Property Owner shall comply with, and this Agreement shall not be construed to supersede or contravene any building, housing, electrical, mechanical, plumbing, gas and energy codes subsequently adopted by the Town or other governmental entity, as authorized by Chapter 9 of Title 6 of the South Carolina Code. The provisions of this Agreement are not intended, nor should they be construed in any way, to alter or amend in any way the rights, duties and privileges of the Town to exercise governmental powers and pass laws not applicable to Development of the Real Property including, but not limited to, the power of eminent domain and the power to levy and collect taxes; provided, however, that Laws applicable to the Development of the Real Property shall be subject to Section 8(b).

(e) Vested Rights. The benefits that inure to the Property Owner under this Agreement shall, commencing on the Effective Date and during the Term of this Agreement, constitute vested Development Rights for the Development of the Real Property, and the Property Owner shall have the vested right to undertake Development of the Real Property, or any portion thereof, in accordance with the Development Rights and consistent with the terms of this Agreement and the Current Regulations during the Term of this Agreement. The Parties acknowledge and agree that as of

the Effective Date, the Property Owner has a legal interest in the Real Property and is vested with all Development Rights arising out of this Agreement.

9. Local Development Permits and Other Permits Needed. The Parties anticipate that local Development Permits and other regulatory permits will be needed to complete the Project, including, but not limited to, plat approvals (preliminary, conditional or final), road and drainage construction plan approvals, building permits, certificates of occupancy, county water and/or sewer development contracts, and utility construction and operating permits. The failure of this Agreement to address a particular permit, condition, term, or restriction does not relieve the Property Owner of the necessity of complying with the Law governing permit requirements, conditions, terms, or restrictions.

10. Land Uses and Intensities. The General Development Plan, including the PD Ordinance and Current Regulations, establish the zoning and land development regulations for the Real Property, as well as the Development uses permitted on the Real Property, population densities, and building intensities and heights.

(a) Any future amendment by the Town of the Comprehensive Plan shall not constitute or require an amendment of this Agreement. Any and all Development authorized by this Agreement pursuant to the PD Ordinance shall be deemed consistent with the Comprehensive Plan.

(b) The PD Ordinance shall survive the Term of this Agreement, and the provisions of the General Development Plan, including without limitation those that pertain to the validity of any and all Development Permits issued pursuant to the General Development Plan, shall remain effective after the expiration of the Term of this Agreement unless and until amended by Town Council pursuant to the zoning process in effect at the time.

11. Facilities and Services. The Town hereby authorizes the Property Owner to install or cause to be installed, in accordance with the Current Regulations, the Facilities on the Real Property.

(a) Rights-of-Way/Easement. To the extent that the South Carolina Department of Transportation (“SCDOT”) requires offsite road improvements to Highway 6 and other roadways as a result of the traffic impacts of the Project (the “Offsite Road Improvements”), the Town shall work with SCDOT, Richland County, the Town Traffic Engineer and the Property Owner to ensure that the Offsite Roadway Improvements will be completed in a timely manner, and the Town shall have the right to reasonably withhold residential and commercial certificates of occupancy, if the Offsite Roadway Improvements are not completed in accordance with SCDOT’s requirements in all material respects. Except as expressly provided herein, the Property Owner or a third party shall at its expense develop and provide roads, streets, thoroughfares and other transportation and drainage related facilities and infrastructure within the Project and pursuant to and at such time required by the

development plans for the Project and/or the Current Regulations. Such facilities may be transferred by the Property Owner, in fee or by easement, subject to proper dedication and acceptance by the South Carolina Department of Transportation SCDOT, the Town, Richland County, or a property owners association, as governed by recorded covenants, conditions, and restrictions regarding the ownership and maintenance thereof. Rights-of-way and easements may also remain privately owned and maintained.

(b) Potable Water. Subject to approval by the South Carolina Department of Environmental Services (“SCDES”), the service and Facilities for water for all phases of the Project shall be provided by Columbia Water insofar as its rights allow. If the Property Owner initiates an effort to form a public service district to support future water service needs of the Project, the Town agrees, without limiting its police powers or legislative authority, to cooperate with the Property Owner in Property Owner’s development of a water service district under all applicable local and State laws.

(c) Sanitary Sewer. Subject to approval by SCDES, the service and Facilities for sanitary sewer for all phases of the Project shall be provided by SouthWest, or its successors, insofar as its rights allow. If the Property Owner wishes to form a public service district to support future sewer service needs of the Project, Property Owner shall coordinate with the Town in development of sewer service district under applicable state law and shall comply with all applicable county and state requirements and procedures.

(d) Public Services. The Project is eligible to receive county services at a level and in a manner that is consistent with other similarly situated developed areas of the county within the vicinity of Water Walk.

(e) Land Donation. After commencing Development of the Project, the Property Owner shall donate to the Town no more than one (1) upland acre, which shall have access to an exterior road, for the establishment of a fire station within the Real Property, in a location to be determined by the Property Owner and the Town (the “Fire Station Land”). The Town shall be responsible for installing, constructing and providing, as appropriate, all infrastructure, services and Facilities necessary to establish a fire station on the Fire Station Land. Any donation of land under this Agreement may include in the deed a reverter to the Property Owner if the use for which the donated land is made is changed to another use during the Term of this Agreement or as otherwise provided below. Furthermore, the grantee of any land donated under this Agreement is responsible for obtaining the necessary zoning and permitting, including but not limited to, an amendment of the PD Ordinance, if necessary, prior to the conveyance of the respective property.

(f) Offsite Road Improvements. To the extent that the South Carolina Department of

Transportation (“SCDOT”) requires offsite road improvements to Highway 6 and other roadways as a result of the traffic impacts of the Project (the “Offsite Road Improvements”), the Town shall work with SCDOT, Richland County, the Town Traffic Engineer and the Property Owner to ensure that the Offsite Roadway Improvements will be completed in a timely manner, and the Town shall have the right to reasonably withhold residential and commercial certificates of occupancy, if the Offsite Roadway Improvements are not completed in accordance with SCDOT’s requirements in all material respects. Until such time as the Offsite Road Improvements are completed in all material respects to the satisfaction of SCDOT, Property Owner shall make commercially reasonable efforts to prohibit truck and heavy equipment traffic associated with the Development of the Project on Dreher Shoals Road Monday through Friday between the hours of seven a.m. and nine a.m. eastern standard time and between the hours of four p.m. and six p.m. eastern standard time. In addition to the Offsite Road Improvements, the Property Owner also agrees that, (i) if the Project incorporates an entry point from Muskrat Run and a Traffic Impact Analysis obtained by the Property Owner recommends the widening and improvement of Muskrat Run as a result of the Project, any land and/or easements necessary for such widening and improvement will occur within the Real Property, and (ii) the Property Owner will reasonably cooperate with and support the potential widening of Highway 6 to four (4) lanes through the design process, and the final design will incorporate potential allowances on the Real Property for intended future widening.

(g) Financing for Infrastructure and Other Public Facilities. The Property Owner may request that special assessment districts or other financing mechanisms be utilized on portions or all of the Real Property to finance infrastructure improvements and other public facilities for the Real Property, or to finance Facilities that benefit the Real Property.

12. Schedule for Project Development; Annual Update. The Property Owner anticipates commencing Development of the Project by March 31, 2026. The Property Owner projects that by the year 2035 the Project should be substantially completed (i.e., essentially all structures erected and/or all necessary infrastructure in place to serve the intended uses). The Parties acknowledge that the Property Owner intends to develop the Real Property in phases. In accordance with the Act, the Property Owner shall develop the Real Property in a manner consistent with the Development Phasing Schedule set forth in Section VIII of the General Development Plan. As the timing of the Development will be affected by the health of the national and local economics as well as demand for various housing types and commercial uses in the region, it is difficult to accurately project the timing and scope of the Project. A failure by the Property Owner to comply with the Development Phasing Schedule shall not, in and of itself, constitute a material breach of this Agreement, but must be judged

based upon the totality of the circumstances. If the Property Owner requests a modification in the dates as set forth in the Development Phasing Schedule and is able to demonstrate that there is good cause to modify these dates, these dates shall be modified by the Town. Property Owner shall, at a minimum, update the Development Phasing Schedule on an annual basis and submit it to the Town prior to the periodic reviews required pursuant to Section 15.

13. Term of the Agreement. The term of this Agreement shall be five (5) years, commencing on the Effective Date. The Parties agree that the Real Property contains more than twenty-five acres and less than two hundred fifty acres as required by S.C. Code Section 6-31-40 for a term of five (5) years. Absent a material breach of this Agreement, the term of this Agreement shall automatically be extended by an additional five (5) years. Nothing in this Agreement shall be interpreted to preclude the Parties from extending the termination date by mutual agreement or from entering into subsequent development agreements. Notwithstanding anything to the contrary in this Agreement, (a) in the event that the Property Owner fails to commence Development of the Project within three (3) years after the Effective Date, and the Property Owner is unable to remedy such failure to the reasonable satisfaction of the Town within ninety (90) days following written notice of such failure from the Town to the Property Owner, the Town shall thereafter have the right to terminate this Agreement, and (b) in the event the Property Owner fails to sell the Real Property to the Project Developer within eighteen (18) months after the Effective Date, the Property Owner shall have the right to terminate this Agreement, and upon such termination the Property Owner shall have no further rights or obligations pursuant to this Agreement.

14. Amending or Canceling the Agreement. Subject to the provisions of S.C. Code Section 6-31-80 and Section 15 below, this Agreement may be amended or canceled in whole or in part only by mutual consent of the Parties in writing or by their successors in interest. Any amendment to this Agreement shall comply with the provisions of S.C. Code Section 6-31-10, et seq. A major modification of this Agreement shall occur only after public notice and a public hearing by the Town pursuant to S.C. Code Section 6-31-60(B).

The Concept Plan is not intended to be rigid, nor to identify exact site plans for future development. The location of roads, buildings, recreational amenities and other elements may vary at the time of permit applications when more specific designs are available, as long as the maximum densities set forth herein and the general concept of environmentally sensitive residential developments suggested by the Concept Plan is followed and respected, however, reductions in buffers and setbacks in relation to external properties and roadways are major modifications. Such minor variations are eligible to be

approved at staff level in accordance with the Zoning Regulations without a public hearing or amendment to applicable ordinances.

15. Periodic Review. Beginning on July 1, 2025, and continuing on or before July 1st of each year thereafter during the Term, the Property Owner shall provide to the Town Planning Official annual reviews to assess the progress of Development for the purposes of demonstrating the Property Owner's good faith compliance with the terms of this Agreement. The Town shall prepare a written report to the Planning Commission, Town Council, and the Property Owner within thirty (30) days following receipt of the annual review from the Property Owner.

When the annual review reveals a material breach of this Agreement, the following steps shall be taken:

- (a) The Town Planning Official shall include in the report a notice of breach setting out the specific nature of the breach and the evidence supporting this determination.
- (b) The Property Owner shall have thirty (30) days to respond with a corrective action plan with the time frame to cure the material breach. The Property Owner should be given a reasonable time to correct the breach, commensurate with the nature of the breach. The Town Planning Official may approve the corrective action plan. A decision of the Town Planning Official may be appealed to Town Council.
- (c) Upon failure of the Property Owner to respond to the notice of breach within thirty (30) days, or to correct the breach within the time given, the Town Council may unilaterally terminate or modify this Agreement. However, failure of the Property Owner to meet a commencement or completion date shall not, in and of itself, automatically constitute a material breach of this Agreement, but must be judged based on the totality of the circumstances. The Property Owner shall have an opportunity to rebut the determination in open session of Town Council, or consent to amend this Agreement to meet the concerns raised by the findings and determination of the breach.

16. Severability. Subject to the provisions of S.C. Code Section 6-31-150, if any word, phrase, sentence, paragraph or provision of this Agreement shall be finally adjudicated to be invalid, void, or illegal, it shall be deleted and in no way affect, impair, or invalidate any other provision hereof.

17. Merger. This Agreement, coupled with its Exhibits which are incorporated herein by reference, shall state the final and complete expression of the Parties' intentions. In return for the respective rights, benefits and burdens undertaken by the Parties, the Property Owner shall be, and is hereby, relieved of obligations imposed by future land development laws, ordinances and regulations,

except those which may be specifically provided for herein. The Parties hereto agree to cooperate with each other to effectuate the provisions of this Agreement and to act reasonably and expeditiously in all performances required under the Agreement.

18. Conflicts of Law. This Agreement shall be construed and enforced in accordance with the laws of the State of South Carolina, and the Fifth Judicial Circuit, Richland County, shall be the proper venue for any disputes,

19. Remedies. In addition to the remedies found in Section 15 above, each Party recognizes that the other Party would suffer irreparable harm from a material breach of this Agreement and that no adequate remedy at law exists to enforce this Agreement. Consequently, the Parties agree that any non-breaching Party who seeks enforcement of the Agreement is entitled to all remedies available at law and equity, including, but not limited to, actual damages; however, the Parties agree that neither Party is entitled to punitive damages. The Town hereby agrees that no shareholder, employee, or agent of the Property Owner has any personal liability under this Agreement.

20. Recording. Within fourteen (14) days after execution of this Agreement by both Parties, the Property Owner shall record the Agreement in the office of the Richland County Register of Deeds. The burdens of this Agreement are binding upon, and the benefits of this Agreement shall inure to, all successors in interest and assigns of the Parties to this Agreement.

21. Third Parties. Notwithstanding any provision herein to the contrary, this Agreement shall not be binding and shall have no force or effect as to persons or entities that are not Parties or successors and assigns to this Agreement.

22. Successors and Assigns.

(a) Binding Effect. This Agreement shall be binding on the successors and assigns of the Property Owner in the ownership or Development of any portion of the Real Property or the Project. A purchaser, lessee or other successor in interest of a Development Parcel shall be solely responsible for performance of obligations hereunder as to the Development Parcel so transferred. .

(b) Transfer of Project. The Property Owner shall be entitled to transfer any portion or all of the Real Property to a purchaser(s), subject to the following conditions:

i. Transfer of Property Owner Obligations. Simultaneously with the Property Owner's conveying any Development Parcel to a third party, the Property Owner shall be required to obtain a written agreement in substantially the same form as Exhibit E, attached hereto and incorporated herein by reference, expressly assuming the Property Owner's obligations with regard to the Development Parcel and the potential Development of same. The Property Owner shall notify the Town within fifteen (15) days after the conveyance of the Development Parcel, provide the Town the

applicable documents assigning the development obligations to the transferee and record the same in the office of the Richland County Register of Deeds.

ii. Assignment of Development Rights. Any and all conveyances of a Development Parcel to third-party developers shall, by written agreement in substantially the same form as Exhibit E, assign a precise number of residential units and/or commercial/industrial/office square footage along with the permitted land uses that may be constructed on the Development Parcel. The Property Owner shall notify the Town within fifteen (15) days of the conveyance of the Development Parcel, provide the Town the applicable documents assigning the Development Rights to the transferee and record the same in the office of the Richland County Register of Deeds.

iii. Mortgage Lenders. Notwithstanding anything to the contrary contained herein, the exceptions to transfer contained in this Section shall not apply: (i) to any mortgage lender either as the result of foreclosure of any mortgage secured by any portion of the Real Property or any other transfer in lieu of foreclosure; (ii) to any third party purchaser at such a foreclosure; or (iii) to any third party purchaser of such mortgage lender's interest subsequent to the mortgage lender's acquiring ownership of any portion of the Real Property as set forth above. Furthermore, nothing contained herein shall prevent, hinder or delay any transfer or any portion of the Real Property to any such mortgage lender or subsequent purchaser.

(c) Reserved.

(d) Residential Lots Exempted. Property Owner shall not be required to notify the Town or obtain the Town's consent with regard to the sale of lots in residential areas which have been platted and approved in accordance with the terms of this Agreement.

(e) Estoppel Certificate. Upon request in writing from an assignee or the Property Owner to the Town sent by certified or registered mail or publicly licensed message carrier, return receipt requested, the Town will provide a certificate (the "Certificate") in recordable form stating that solely with respect to the Development Parcel described in the request, there are no violations or breaches of this Agreement of which the Town has actual knowledge, except as otherwise described in the Certificate. The Town will respond to such a request within thirty (30) days of the receipt of the request, and may employ such professional consultants, municipal, county and state agencies and staff as may be necessary to assure the truth and completeness of the statements in the certificate. If the Town is unable to confirm the statements in the Certificate are truthful and complete, Town will notify the Property Owner in writing and will not be required to sign the Certificate. The reasonable costs and disbursements of private consultants will be paid by the person making the request. The Certificate issued by the Town will be binding on the Town in accordance with the facts and statements contained

therein as of its date and may be relied upon by all persons having notice thereof.

If the Town does not respond to such request within thirty (30) days of the time of its receipt, the Development Parcel described in the request will be deemed in compliance with all of the covenants and terms of this Agreement. A certificate of such conclusion may be recorded by the Property Owner, including a copy of the request and the notice of receipt and it shall be binding on the Town as of its date. Such notice shall have the same effect as a Certificate issued by the Town under this Section.

23. General Terms and Conditions.

(a) Agreements to Run with the Land. This Agreement shall be recorded against the Real Property. The agreements contained herein shall be deemed to run with the land. The burdens of this Agreement are binding upon, and the benefits of the Agreement shall inure to, all successors in interest to the Parties to the Agreement.

(b) No Waiver. Failure of a Party hereto to exercise any right hereunder shall not be deemed a waiver of any such right and shall not affect the right of such Party to exercise at some future time said right or any other right it may have hereunder. Unless this Agreement is amended by vote of the Town Council taken with the same formality as the vote approving this Agreement, no officer, official or agent of the Town has the power to amend, modify or alter this Agreement or waive any of its conditions so as to bind the Town by making any promise or representation contained herein.

(c) Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, whether oral or written, covering the same subject matter. This Agreement may not be modified or amended except in writing mutually agreed to and accepted by both Parties to this Agreement.

(d) Attorneys' Fees. Should any Party hereto employ an attorney for the purpose of enforcing this Agreement, or any judgment based on this Agreement, for any reason or in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeal or rehearings, each Party shall be responsible for its attorneys' fees and all costs and expenses. Notwithstanding the foregoing, should any judgment or final order be issued in that proceeding which provides for reimbursement of attorneys' fees and all costs and expenses, each Party shall be responsible for said reimbursement as specified in such judgment or final order.

(e) Notices. All notices hereunder shall be given in writing by certified mail, postage prepaid, at the following addresses:

To the Town:

Town of Irmo

Attn: _____

With copy to:

Attn: _____

To the Property Owner:
C/O Standard Properties Real Estate Ventures
Attn: Loretta McEntire
216 Montclair Road
Irmo, SC 29063

With copy to:
Lindsay S. Van Slambrook, Esq.
Nelson Mullins Riley & Scarborough LLP
151 Meeting Street, 6th Floor
Charleston, SC 29401

(f) Execution of Agreement. This Agreement may be executed in multiple parts as originals or by facsimile copies of executed originals; provided, however, if executed and evidence of execution is made by facsimile copy, then an original shall be provided to the other party within seven (7) days of receipt of said facsimile copy.

[SEPARATE SIGNATURE PAGES ATTACHED]

IN WITNESS WHEREOF, this Agreement has been executed by the Parties as of the day and year first above written.

TOWN OF IRMO, SOUTH CAROLINA

WITNESSES:

Witness No. 1
Printed Name _____

By: _____
Name: _____
Its: _____

Witness No. 2
Printed Name _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF RICHLAND)

ACKNOWLEDGMENT

On this ____ day of _____, 2024, before me personally appeared the within named _____, _____ of Town of Irmo, South Carolina, who acknowledged to me that s/he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Signature of Notary Public
Printed Name: _____
Notary Public for South Carolina
My commission expires: _____

[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT – TOWN]

MONTS FARM PROPERTIES, LLC,
a South Carolina limited liability company

WITNESSES:

Witness No. 1
Printed Name _____

By: _____
Name: _____
Its: _____

Witness No. 2
Printed Name _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

On this ____ day of _____, 2024, before me personally appeared the within named _____, _____ of Monts Farm Properties, LLC, a South Carolina limited liability company, who acknowledged to me that s/he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Signature of Notary Public
Printed Name: _____
Notary Public for _____
My commission expires: _____

*[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT – PROPERTY OWNER –
MONTS FARM PROPERTIES, LLC]*

WITNESSES:

Witness No. 1
Printed Name _____

WILLIAM JOSEPH MONTS, JR.

Witness No. 2
Printed Name _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2024, before me personally appeared the within named William Joseph Monts, Jr., who acknowledged to me that s/he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Signature of Notary Public
Printed Name: _____
Notary Public for _____
My commission expires: _____

*[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT – PROPERTY OWNER –
WILLIAM JOSEPH MONTS, JR.]*

WITNESSES:

Witness No. 1
Printed Name _____

LINDA M. DUFFIE

Witness No. 2
Printed Name _____

STATE OF _____

)

COUNTY OF _____

)

)

ACKNOWLEDGMENT

On this _____ day of _____, 2024, before me personally appeared the within named Linda M. Duffie, who acknowledged to me that s/he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Signature of Notary Public
Printed Name: _____
Notary Public for _____
My commission expires: _____

*[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT – PROPERTY OWNER –
LINDA M. DUFFIE]*

WITNESSES:

Witness No. 1
Printed Name _____

WANDA M. DIAL

Witness No. 2
Printed Name _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2024, before me personally appeared the within named Wanda M. Dial, who acknowledged to me that s/he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Signature of Notary Public
Printed Name: _____
Notary Public for _____
My commission expires: _____

*[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT – PROPERTY OWNER –
WANDA M. DIAL]*

WITNESSES:

Witness No. 1
Printed Name _____

LORETTA M. McENTIRE

Witness No. 2
Printed Name _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

On this _____ day of _____, 2024, before me personally appeared the within named Loretta M. McEntire, who acknowledged to me that s/he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Signature of Notary Public
Printed Name: _____
Notary Public for _____
My commission expires: _____

*[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT – PROPERTY OWNER –
LORETTA M. McENTIRE]*

WITNESSES:

Witness No. 1
Printed Name _____

RONALD P. MONTS

Witness No. 2
Printed Name _____

STATE OF _____

)

COUNTY OF _____

)

)

ACKNOWLEDGMENT

On this _____ day of _____, 2024, before me personally appeared the within named Ronald P. Monts, who acknowledged to me that s/he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Signature of Notary Public
Printed Name: _____
Notary Public for _____
My commission expires: _____

*[SIGNATURE PAGE TO DEVELOPMENT AGREEMENT – PROPERTY OWNER –
RONALD P. MONTS]*

EXHIBITS

- Exhibit A: Legal Description
- Exhibit B: Survey
- Exhibit C: Water Walk Development Agreement Ordinance
- Exhibit D: Current Regulations
- Exhibit E: Form of Partial Assignment and Assumption of Rights and Obligations
under Development Agreement
- Exhibit F: General Development Plan
- Exhibit G: Design Guidelines

Exhibit A
Legal Description

Exhibit B
Survey

Exhibit C

Water Walk Development Agreement Ordinance

[To Be Inserted at Execution]

Exhibit D

Current Regulations

[To Be Inserted at Execution]

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF RICHLAND) **PARTIAL ASSIGNMENT AND
ASSUMPTION OF RIGHTS AND
OBLIGATIONS UNDER
DEVELOPMENT AGREEMENT**

RECITALS:

1. Partial Assignment and Assumption of Rights Privileges and Obligations Applicable to the Transferred Property Pursuant to the Development Agreement. Assignor does hereby transfer, assign, convey and deliver unto Assignee, its successors and assigns, all of Assignor's rights, privileges and obligations as described in the Development Agreement with respect to the Transferred Property with a density not to exceed (the "Allocated Rights"). Assignee hereby

assumes and agrees to perform all of Assignor's rights, privileges and obligations as described in the Development Agreement, applicable to the Transferred Property, including without limitation, the Assumed Obligations (as defined below). Assignee acknowledges receipt of the Development Agreement and all Exhibits thereto and agrees to be bound by the terms thereof and to develop the Transferred Property in accordance with such terms. The rights and obligations hereby assigned and assumed shall be covenants running with the land, binding upon the parties hereto and their successors and assigns.

2. Assumed Obligations. In connection with this Partial Assignment and Assumption, Assignee agrees to assume, and release Assignor from any liability for, the following obligations (the "Assumed Obligations") arising under the Development Agreement:

- (i) _____
- (ii) _____

3. Default and Enforcement of Provisions. As provided in Section 19 of the Development Agreement and as herein provided, upon the failure of Assignor or Assignee to comply with the terms of the Development Agreement and this Partial Assignment and Assumption incident to the Property, the non-defaulting party may pursue the remedies in accordance with Section 19 of the Development Agreement.

4. Indemnification. Assignee agrees to indemnify, defend and hold harmless Assignor, its agents, principals, successors and assigns, and their affiliates from and against all losses, costs, damages, and reasonable attorney fees arising out of any breach by Assignee of the Development Agreement from and after the Closing Date, including without limitation the Assumed Obligations set forth in Section 2 hereof.

5. Notices. Any notice, demand, request, consent, approval or communication among any of the parties hereto shall be in writing and shall be delivered or addressed as provided under Section 22(b) of the Development Agreement and shall also be addressed as follows:

As to Assignee:

ATTN: _____

With copy to:

ATTN: _____

To Assignor:

ATTN: _____

With copy to:

ATTN: _____

6. Binding Effect. This Partial Assignment and Assumption shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns.

7. Governing Law. The within Partial Assignment and Assumption shall be interpreted and construed and conform to the laws of the State of South Carolina.

8. Reaffirmation of Terms. All other terms, conditions, rights and privileges contained in the Development Agreement not specifically referenced herein shall remain in full force and effect and binding upon the parties hereto and their successors and assigns.

IN WITNESS WHEREOF, the parties have caused this Partial Assignment and Assumption to be duly executed as of the date set forth above.

ASSIGNOR:

_____,

WITNESSES:

Witness No. 1
Printed Name _____

By: _____
Name: _____
Its: _____

Witness No. 2
Printed Name _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

On this ____ day of _____, 202____, before me personally appeared the within name _____, _____ of _____, a _____, who acknowledged to me that s/he executed the foregoing instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument.

Signature of Notary Public
Printed Name: _____
Notary Public for _____
My commission expires: _____

ASSIGNEE:

_____,

WITNESSES:

Witness No. 1
Printed Name _____

By: _____
Name: _____
Its: _____

Witness No. 2
Printed Name _____

STATE OF _____)
COUNTY OF _____)

ACKNOWLEDGMENT

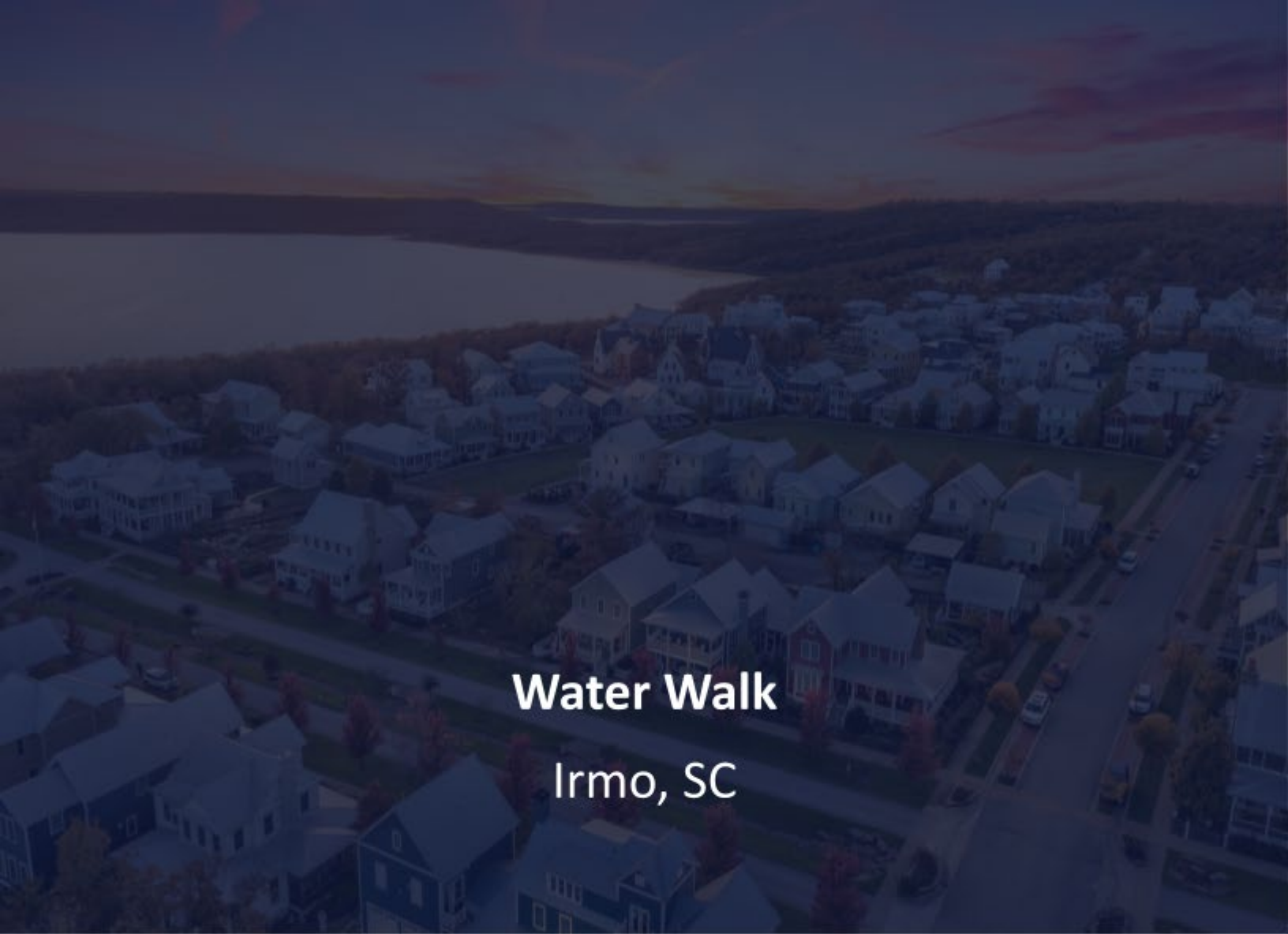
On this ____ day of _____, 202____, before me personally appeared the within
name _____, _____ of _____, a
_____, who acknowledged to me that s/he executed the foregoing
instrument, and who is personally known to me, or who has proved to me on the basis of satisfactory
evidence to be the person who executed the foregoing instrument.

Signature of Notary Public
Printed Name: _____
Notary Public for _____
My commission expires: _____

Exhibit F

General Development Plan

[Approved Concept Plan and Descriptive Statement to be attached]



Water Walk

Irmo, SC

DESCRIPTIVE STATEMENT



Project Information

Material Capital Partners
Palmetto Alliance Property Group
430 N Hanover Street
Charleston, SC 29403

Property Information

Owner	Parcel	Acreage
MONTS FARM PROPERTIES LLC	R03201-01-06	10.27
MONTS FARM PROPERTIES LLC	R03201-01-02	13.8
MONTS WILLIAM JOSEPH JR	R03202-01-06	3
MONTS WILLIAM J JR	R03202-01-07	4.64
DUFFIE LINDA M ETAL	R03202-01-05	2.76
DUFFIE LINDA M ETAL	R03203-02-04	1.56
MONTS WILLIAM J JR ETAL	R03202-01-11	10.42
DUFFIE LINDA M ETAL	R03203-02-05	4.29
MONTS WILLIAM J JR & RONALD P	R03202-01-03	10.61
MONTS RONALD P	R03202-01-15	1
MONTS RONALD P	R03202-01-01	2.77
	TOTAL	65.12

Table of Contents

- I. Vicinity Map/Introduction
- II. Existing Conditions
- III. Development Program
- IV. The Planned Development District (PDD)
 - 1. Residential District 1 (RD-1)
 - a. Overview
 - b. Architecture and Landscape (RD-1)
 - c. Density Bonus (RD-1)
 - 2. Residential District 2 (RD-2)
 - a. Overview
 - b. Architecture and Landscape (RD-2)
 - 3. Residential District 3 (RD-3)
 - a. Overview
 - b. Architecture and Landscape (RD-3)
 - c. Density Bonus (RD-3)
 - 4. Commercial District 1 (CD-1)
 - a. Overview
 - b. Architecture and Landscape (CD-1)
 - c. Permitted Uses (CD-1)
- V. Phasing
- VI. Necessity of the Project to the Community
- VII. Exhibits

I. Vicinity Map / Introduction

Introduction

Material Capital Partners and Palmetto Alliance Property Group are proposing a 65 acre Planned Development District at 2941 Dreher Shoals Road, Irmo, SC. The property is within the Town of Irmo jurisdiction. The proposed development is envisioned by the Town of Irmo Comprehensive Plan as a residential and commercial area. The development will consist of ample open and/or green space within approximately 36 acres of single family residential, 15 acres of senior living, and 13 acres of commercial uses to create a multigenerational, walkable community.

The intent of this document is to provide a responsible development framework which can serve Water Walk through its development cycle. This Planned Development District narrative will provide the Town of Irmo with guidelines to ensure the quality of the development within the predetermined parameters. Listed below are a selection of the “Guiding Principles” from the Town of Irmo 2023 Comprehensive Plan as well as what we plan to do to meet and exceed these principles.

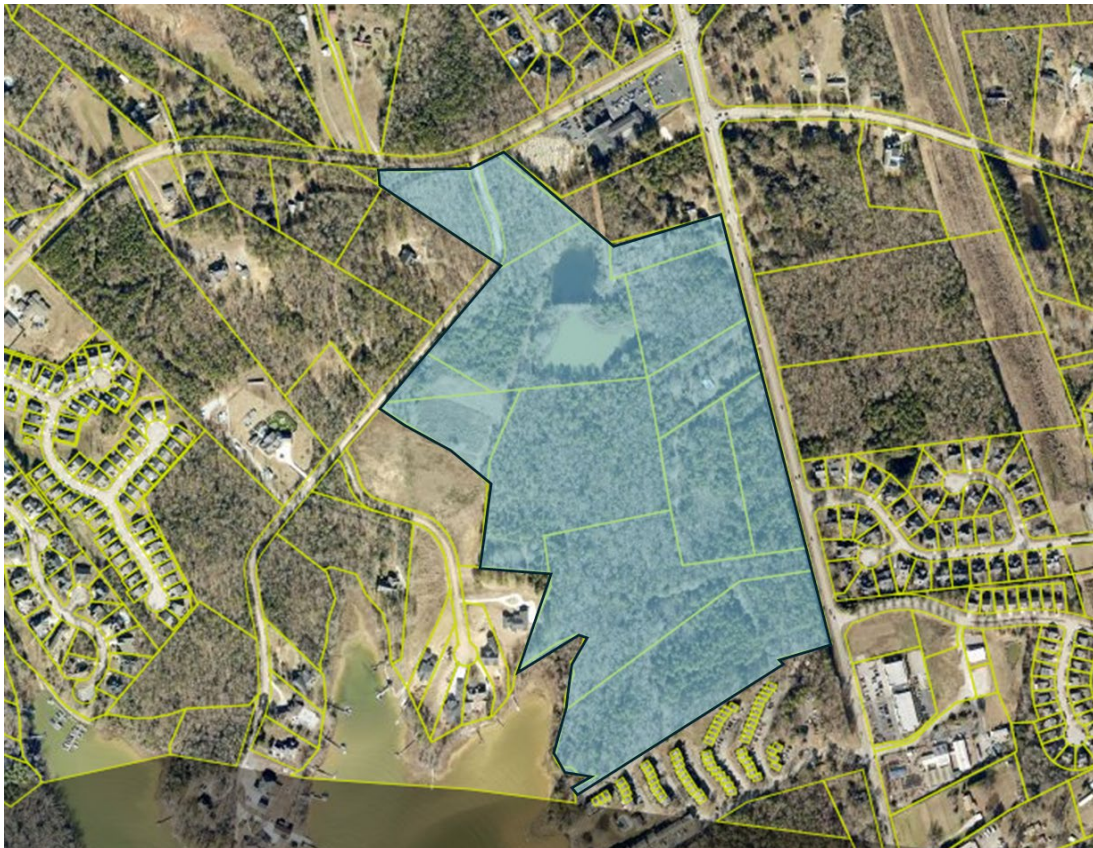
Complying with Town of Irmo 2023 Comprehensive Plan

- Foster the development of a distinctive, attractive community, with a strong sense of place
 - Water Walk preserves the Town of Irmo’s local identity through the enforcement of architectural and site design guidelines. With a focus on walkability, green space, and activation, Water Walk will create a live/play destination for Irmo.
- Grow the town by promoting mixed-use, infill development opportunities including the creation of a Town Center District
 - Water Walk combines residential, retail, and hospitality uses with connectivity through walking trails and green space. The waterfront location will serve as an amenity for residents and visitors.
- Provide a range of housing types
 - Water Walk provides single family homes, senior living, and hospitality accommodations to serve residents and visitors in a multigenerational community.

- Support a diverse and resilient economic base
 - Water Walk creates new restaurants and retail opportunities to improve the quality of life for current and future residents. The hospitality component will drive tourism to a new lakefront destination.
- Preserve our natural and cultural heritage
 - Water Walk emphasizes the Town's goal of preserving significant trees and establishing networks of open space and greenways to connect residential and commercial activity.

II. Existing Conditions

The existing conditions of the land must be considered first when determining how the land can be developed to best meet the goals of the proposed vision. The property is mostly undeveloped with two residential structures currently located on it. There are two ponds located on the northern side of the site. The current zoning on the site includes 35 acres of General Residential, 7.6 acres of General Commercial, and 22 acres of Fringe Agricultural. The property is bounded on the east by Dreher Shoals Rd (SC-6), to the north by Salem United Methodist Church, to the west by Muskrat Run and single-family residences, and to the south by the Village at Lake Murray condos. The wetlands on the site have been delineated and verified by the U.S. Army Corps of Engineers. It is our priority to minimize impact to the environmentally sensitive areas due to their unique characteristics, the high cost of construction that would accompany any disturbance, and the environmental benefits of not disturbing the land. The topography is also a key component of a successful development. A plan that works with the overall natural flow of the land will be attractive, handle drainage and minimize erosion better than one that attempts to ignore or go against it. The tree cover on this tract is mostly pines. Where possible, the existing trees will be preserved to provide significant vegetative buffers to the adjacent properties and street frontages.



III. Development Program

Water Walk's vision is to create a place that enables people to live and play in their community. The following planning principles, as outlined in section 7-3.2 in the Town of Irmo Code of Zoning and Land Development Regulations, have guided the preparation of the Planned Development District (PDD):

Residential Requirements

Residential density, building setbacks, and building heights are configured based on the scale of the project in relation to its surroundings and its impact on existing and proposed support facilities such as transportation, water and sewer systems, recreational facilities, etc. The density standards are further explained for each district in section IV. The existing zoning allows for 711 residential units on the site. The PDD proposes a maximum of 500 residential units, +/- 10% with a minor amendment, which is a reduction in density compared to what is currently allowed.

Utilities

SouthWest Water Company (and its successors) has committed to providing sewer service for up to 600 residential units on the site.

Traffic

The Town of Irmo will hire a traffic engineer to complete a traffic analysis. The development team will fund this traffic analysis. SC DOT is completing a SC 6/SC 60 Corridor Improvement Study. The final corridor plan presentation is anticipated in April 2025. SC DOT will, at a minimum, require SC 6 to be widened to a three-lane section from where it's currently three lanes north of the site, to where there is currently a three lane section to the south. They will also require alignment of the entrances with Leamington Way and Garden Brook Drive. A traffic impact analysis will be completed for the community when the preliminary plats are drafted. Material Capital Partners will coordinate with our traffic engineers, SC DOT, Town of Irmo, and Central Midlands Council of Governments to ensure that transportation infrastructure improvements will be made to support the capacity of Water Walk.

Overall Site Design

Overall site design will be harmonious in terms of landscaping, enclosure of principal and accessory uses, size of structures, street patterns, and compatibility of uses. The PDD will be reasonably flexible and responsive to the changing marketplace while maintaining the framework of major streets and open spaces.

All neighborhoods will have access to sidewalks along lot frontages on at least one side of the street. The vision is also to utilize green links to connect neighborhoods and retail/commercial centers. Neighborhoods will include green links, environmental corridors, neighborhood parks, pedestrian and bicycle trails, and active and passive recreation areas. These corridors will be integrated into the master plan and will be designed to optimize usable greenspace.

Water Walk will provide open space and recreational neighborhood amenities for each district. These amenities will include at least two parks, walking trails, a clubhouse, pool, an outdoor grilling area, and a dog park.

Cul-de-sacs shall only be used when environmentally sensitive areas and topography prevent connected streets. The goal is to provide a functional street network that benefits the entire community. The interconnection of roads shall be achieved where possible. Pedestrian and bicycle safety is a priority in the creation of the complete streets network.

A monoculture of housing types can restrict a community from becoming a complete place. A variety in size, type, and form of homes within a community accommodates a more robust housing market which translates to more engaged and energetic neighborhoods. All construction in Water Walk will be regulated by a comprehensive set of site and architectural standards. A portfolio that communicates the expectations of lot layout, building placement, setbacks, architectural guidelines, landscape and hardscape requirements will be provided to all owners and builders. These standards will be set to simplify the development process and incentivize low-impact design methods as well as align with the architectural design details that relate to the Town of Irmo. The architectural standards for each district are outlined in section IV. The structure and processes of the “Architecture Control Commission” that will be setup for each district is outlined in section VII Exhibit A.



Parking and Loading

Off-street parking and loading spaces for the various uses proposed for each district will comply with the standards for off-street parking and interior landscaping designated in the Town of Irmo Code of Zoning and Land Development Regulations. Parking standards are further explained for each district in section IV.

Buffer Areas

The buffers on the perimeter of the site shall comply with the buffer area requirements as designated in the Town of Irmo Code of Zoning and Land Development Regulations.

The concept plan provides additional buffers along the boundaries of the PDD that are above and beyond what is required by code. These proffered buffers include:

- 10' Type A buffer and a 6' tall opaque screen between the southern property line and the Village at Lake Murray. The existing tree line in this 10' buffer will be preserved.
- 25' Type B buffer between the northern property line and Salem Methodist Church properties. The existing tree line in this 25' buffer will be preserved.
- 25' Type B buffer between the northern and western property lines and Muskrat Run and the single-family homes on Emerald Cove. The existing tree line in this 25' buffer will be preserved. No homes will be constructed in the green cross hatched area on the concept plan. Any homes on the perimeter of RD-3 will have fully fenced in backyards in addition to the 25' buffer to provide further privacy to the residents living on Salem Church Road, Muskrat Run, and Emerald Cove Lane. Where the Water Walk property line abuts the property line of an existing single family residence on Emerald Cove or Muskrat Run, a 6 foot privacy fence will be installed to provide additional screening.
- 15' Type B buffer will be provided between CD-1 and all other districts.
- 25' Type B buffer along SC-6 for the entire length of the property.

The buffer will be kept in its natural state unless improvement is needed to handle stormwater or to extend underground utilities. Buffering or grading will be incorporated to minimize the impact of the development and housing. In the event the buffer area is not kept in its natural state it will comply with the buffer area planting requirements. The buffers will comply with the requirements as designated in the Town of Irmo Code of Zoning and Land Development Regulations.

Tree Protection

The Town of Irmo Zoning administrator will have the authority to approve tree removals and

mitigation as designated in Section 4-6 of the Town of Irmo Code of Zoning and Land Development Regulations. A tree survey will be conducted and submitted with the preliminary plat for each district. During site design of each district, the location of all significant trees will be taken into consideration and incorporated into buffer, open space, screening, and landscape design where practicable. The preliminary plat for each district will present the location and size of existing significant trees, trees to be removed, and trees to be preserved.

Stormwater Management

State and local stormwater ordinances will be complied with for the design and installation of the drainage systems for each district. Best Management Practices will be used as appropriate to control the impact of stormwater runoff. Stormwater collection for the site may consist of pipes, swales, and ditches, which will outfall to on-site detention ponds. On-site detention ponds will be sized to comply with all applicable state and local regulations. As part of the development process, the Owner will implement Best Management Practices (BMP's) for Stormwater Management as required.

Landscaping and Common Open Space

Landscaping and open space requirements for each district are detailed within section IV. Adequate open space is required for the development of quality communities and neighborhoods. The common area open space for each district is further described in section IV.

Open space will consist of areas such as a connected network of greenspaces which will be integrated into the community with a greenway trail system, active and passive community park spaces, preserved natural areas, upland and wetland wooded preserves, pond and/or stream areas, recreation areas, common areas for gathering and active play, and preserved internal and perimeter buffer areas. The community facilities shall be for the enjoyment of the property owners, their guests and invitees. Ownership of the parks, trails, and open spaces within Water Walk PDD shall be managed by community association. Environmentally sensitive wetland areas and areas that have excessive topography (either naturally or as a result of necessary site grading) will be included in the last open space category. On excessive slopes where site grading has been necessary, native species will be replanted to both stabilize the slope and act as a buffer between properties and uses. These areas will be preserved or naturalized and maintained as green space where wildlife and the native plant species can thrive.

Sample Imagery of Open Space



Parks are an important feature of the open space. While each district may not be able to accommodate a park within the district boundaries, it is intended that all districts will be within walking distance of a park or natural area. Parks may differ in design and use, but all will provide gathering places for the community.

For pedestrians, sidewalks will be incorporated into the streetscape and trails throughout the parks and open spaces to connect neighborhoods from the edges of the community to the center. All sidewalks and walking trails will be ADA compliant. At Least one side of every street will include a sidewalk.

Signage

Signage shall be in harmony, in scale with, and reflective of Water Walk. A uniform signage plan for the entire development is proposed, providing consistency in both quality and type of materials used across the entire Water Walk. Color and presentation of the signage is key. A master signage plan shall be done at the time the preliminary plat is submitted for Town of Irmo Planning Department for approval. The master signage plan shall be updated upon the submission of each preliminary plat or sooner if necessary. All signage shall comply with the

standard signage regulations of the Town of Irmo Code of Zoning and Land Development Regulations. Below is an example of how the uniform signage may appear. Decorative aluminum street poles may also be used. The main entrance for the master plan will feature a larger decorative entrance sign with landscaped beds surrounding it. These landscaped beds will be managed and maintained by community association.

Sample Imagery of Signage



IV. The Planned Development District (PDD)

Given the scale of this project, the intent of Water Walk Planned Development District narrative and associated plan is to offer the development sufficient flexibility to respond to inevitable changes in the needs of the community, the housing market, the economy, and the opportunities for economic and cultural growth that will present themselves over time. The development plan (Plan) submitted herein is a conceptual land plan and includes such details as main roads/parkways, greenspace, retail, commercial and residential areas. The Plan shall maintain flexibility to accommodate specific soil and topographic conditions, environmental concerns, physical constraints, market conditions, and design parameters. Accordingly, the Plan is only a concept plan developed to test site capacity and development feasibility. While much time and effort have been put into the preparation of the Plan, adjustments at the time of concept plan submittal by district and preliminary plat submittal by district are a common occurrence in large-scale planned communities such as Water Walk. As such Water Walk plan shall allow the developer or their successor the right to alter the location and size of the roads, configuration of proposed common areas, lot configurations, product mix, and any other specific design elements indicated on the Plan so long as development proceeds in accordance with land uses, lot dimensions and setbacks, overall maximum densities, and restrictions.

Water Walk will offer a combination of residential housing types, satisfying the broad base of housing needs within the Town of Irmo. Residential density will average approximately 8 units per acre across the entire 65-acre development. Total residential density will not exceed 500 units, +/- 10% with a minor plan amendment.

1. Residential District 1 (RD-1)

Overview

This district will consist of a maximum of 145 single family homes, +/- 10% with a minor plan amendment. These homes may be attached or detached dwellings and will have the space to include private yards and patios for outdoor living opportunities. No more than 50% of the dwellings in this district will be townhomes. RD-1 may feature all homes on a single tax parcel. These homes will typically be smaller in size and adhere to southeastern regional vernacular architectural styles. The RD-1 district may also accommodate a clubhouse and amenities such as, but not limited to, a pool, pocket park, and dog park. This district may have on-site management and maintenance to provide a top tier service to the residents. This district may have a new urbanist style design with rear access alleys, homes fronting on parks, and ample walking trails.

Zoning similar to RG - General Residential

Acreage:	+/- 14 AC
Approximate density:	12 units per acre (Reduced from the current maximum density of 16 units per acre within General Residential). This district will utilize the Town of Irmo's Single Family Density Bonus system.
Open Space within RD-1:	Minimum of 15% (In compliance with single-family common open space requirement as designated in the Town of Irmo Code of Zoning and Land Development Regulations)
Parking:	2.0 per unit
Average Lot Size:	4,250 sf for detached or equivalent 2,000 sf for townhomes or equivalent
Minimum Frontage:	30' for detached 24' on average for townhomes
Maximum Height:	40'
Minimum Lot Depth:	NA
Minimum Side Setback:	5' for detached 20' between townhome buildings
Minimum Rear Setback:	20' between buildings
Minimum Front Setback:	10' between buildings 10' where homes are served by rear

access alleys and 20' for front loaded homes

Architecture and Landscape (RD-1)

The “Water Walk Architectural Design Guidelines” will be included in the Development Agreement for the PDD. General architectural and landscape design requirements for the RD-1 district are outlined below. The structure and processes of the “Architecture Control Commission” for this district is outlined in section VII Exhibit A.

Elevations and Floor Plans

Water Walk will include a minimum of 10 different single family front elevations and a minimum of 8 different floor plans. The goal is to achieve variation in home design so that the neighborhood “appears” as if it is a custom built neighborhood. Combinations of different floor plans, colors and elevations will be provided to add variety. The streetscape will offer both single story homes and two-story homes to add variety in mass. Adjacent detached homes will have different elevations and floorplans and reflect color and material variation to create visual interest from the street. The design of elevations visible from the street should be governed by the rules of architectural composition traditional to Southern domestic architecture. At Least 50% of the homes will have a usable front porch. The Full architectural guidelines will be memorialized within the Development Agreement.

Minimum Square Footage

Minimum square footage for a home shall be calculated using heated/cooled living area floor square footage. This should not include any area not heated/cooled, porches, decks, screened areas, garages, carports, or basement area. Calculations should not include basement level numbers. Measurements for calculations of heated/cooled square footage should be taken from outside edge of stud wall of living area wall and should not include any veneer material, such as stone or brick

The minimum square footage of single-family homes shall be 1,000 square feet.

Exterior Siding Materials

Approved Materials:

- Brick, with an approved texture and color
- Stone, when used as an accent wall or as a foundation veneer
- Horizontal wood lap siding, pattern to be approved
- Board and Batten siding with true battens

- Hardi-plank or approved equal lap siding
- Hardi-shakes or equal
- Cedar shakes

Non-approved Materials:

- Vinyl lap siding
- Vinyl board and batten
- Vinyl shakes
- Aluminum siding
- Logs or log siding

Roof Design

The pitch of the main roof structure should not be less than a 6/12 pitch. Pitches for porches, breezeways and other secondary structures may be less, provided they are approved during submission of plans and specs. Contemporary roof designs or any other irregularly shaped roof designs will not be allowed on the single-family homes. All penetrations through the roof, including plumbing vents, mechanical exhaust vents, skylights, light tubes, etc. will be located on the rear roof slopes so they are not visible from the street. Any pipe penetrating the roof shall be painted to blend in with the roofing material color.

Approved Roofing Materials

- Fiberglass shingles, preferably 30 year or greater, color to be approved
- Asphalt shingles, preferably 30 year or greater, color to be approved
- Slate
- Synthetic slate Cedar shakes
- Standing seam metal

Any material used for flashing shall blend in color with either the roofing material or the siding veneer. Exposed galvanized flashing will not be used.

Entry Doors

- Doors must be constructed of wood (painted or stained), composite, fiberglass, or steel. Doors must be consistent with buildings' character, style and setting.
- Entry doors must have a vertical orientation.
- Door openings may have a maximum width of 48 inches, not including sidelights.
- Glazed/glass door lites must match or complement window lites. Leaded, frosted, etched, or large expanses of glass without divided lites generally are not permitted.

- Full glass doors are not allowed. Three-quarters of an entry door may be glass but a fourth of the door must include a wood or similar panel at the bottom.
- Storm doors are not allowed.
- Flush glazed doors are typically not approved but are reviewed on a case-by-case basis and must have a profile depth.

Windows

- Windows must be constructed with wood (painted), anodized aluminum or vinyl clad.
- Windows must be operable casement or sash of vertical orientation. “No more squat, than square”. Wall openings must be trimmed with casing and jamb trim above sills.
- Windows should generally be of the same width in vertical secession and lined up directly above one another. Front facade windows may be no closer than one window width, nor farther than two window widths from the corners of the building.
- Windows should generally be tallest on the primary story and the same height at the same level throughout the story unless used as doors.
- Window grid patterns must be equal with a vertical orientation and reflective of the house’s architectural style and period.
- All windows must match and be consistent in appearance throughout all structures on the property.
- The window casing must be separated from the frieze by at least 6 inches. The sash style must be appropriate to that of the style of the house.
- Flush mounted windows are not permitted. Wood or masonry sills must project enough for the drip shelf.
- When necessary, repair or replace deteriorated details using materials that match the original in appearance, texture, dimensions, scale and /or color. When replacing windows, windows should match the building’s original windows in terms of style, detail, muntin (grids), profile and configurations as closely as possible.

Dormer windows

- Must be sized to fill the dormer with a minimum of 2 feet from side walls and maximum eave depth of 12 inches. The dormer must be in scale and no wider than the window plus its trim.
- The dormer must be scaled appropriately with minimal or no soffit and placed where the sill can be 6 to-8 inches above the roof line.
- Dormers may be added to an existing building when the scale of the dormer, its roof shape, and its architectural detailing are appropriate to the scale and architectural style of the building. The new work must also be compatible with the building in terms of

detailing, materials, placement, and balance. Windows must match existing windows.

Shutters

- Shutters must be operable and constructed of wood (painted or stained) or composite (solid PVC).
- Shutters should generally be paneled on the ground floor and louvered on the upper stories.
- When closed, shutters must match window openings and cover the window completely without overlapping each other on the wall surface.
- Louvered shutters must be installed with the louvers pointing in the same direction.

Exterior Architecture Lighting

- Exterior hardware and lighting to be constructed of non-plated metal.
- Porch fans with attached light fixtures must not be visible from any right-of-way that is not an alley.
- Exterior lighting, except for tree lighting, must be pointed down.
- Exterior lighting should be respectful towards neighboring properties.

Exterior Utilities and Mechanical Equipment

- Exterior utilities or mechanical equipment include but are not limited to HVAC, electrical meters or boxes, tankless water heaters, propane tanks, generators, and satellite dishes.
- Mechanical equipment should be placed on the rear elevation. If it is necessary to place mechanical equipment in the front of the house, it must be screened by evergreen vegetation, or appropriate fencing of at least 4 feet in height.
- Electrical meters or boxes should be painted to match exterior paint color(s) or screened with evergreen vegetation to diminish visibility from the public realm.
- Satellite dishes should be placed in an inconspicuous space and screened to diminish visibility from the public realm.

Chimneys

Chimney finishes are restricted to brick, stone, cultured stone, or stucco. Exposed exterior metal chimney flues or flue caps are not allowed. Metal shrouds are allowed atop masonry chimneys.

Fences

General guidelines for fences include:

- No double fencing is allowed along property lines.

- Fence sections must start and stop between posts. Posts must anchor the ends of fences
- Chain-link fencing and plastic fencing are not appropriate
- Paint color and stains should blend with surroundings
- Fences intended to screen utilities, propane tanks, trash/recycle bins must be at least 4 feet tall.
- Fences intended to screen cars and boats must be at least 5 feet tall and high enough to screen the car/boat from the main thoroughfare.

General Landscaping Guidelines

- Appropriate landscaping is a critical component of the overall look and feel of Water Walk. One should approach the landscaping of a residential lot similar to that demonstrated in placement, design and detailing of the house.
- Landscape design should be ordered and well composed rather than random and scattered. Trees, shrubs, hedges, and ground cover should be massed together in appropriate groupings to make and frame outdoor living spaces and garden rooms, to reinforce the major entry, define the relationship/transition between public and private areas, and to enhance the design of the house, street and neighborhood. Emphasis should be placed on the creation of usable outdoor living space, rather than filling voids in the lot.
- A landscape plan will be prepared by a licensed Landscape Architect for this district. The plan will demonstrate the quality and design aesthetics for the district.
- The area to be landscaped shall be 10% of each lot area or equivalent. This amount of land shall be devoted to landscaping, which includes hardscape elements (plazas and courtyards), trees, shrubs, and ground covers, with complementary grass, mulch, and other landscape treatment.
- Trees, shrubs, hedges, and ground cover should be massed together in appropriate groupings to make and frame outdoor living spaces and garden rooms, to reinforce the major entry, define the relationship/transition between public and private areas, and to enhance the design of the house, street and neighborhood. Emphasis should be placed on the creation of usable outdoor living space, rather than filling voids in the lot.
- All property areas must be landscaped, either sodded to street and/or lake, paved or mulched. All areas adjacent to rights-of-way must be landscaped, sodded, or mulched.
- No excessive mulched areas may be left unplanted. In general, no areas greater than 8 by 8 feet may be left unplanted.
- Street trees will be planted along all residential street right of ways. The street tree shall

be a minimum of 2 in caliper and shall be spaced approximately 40 ft on center. There may be some variance to this to accommodate driveway locations.

- Each “detached” lot or equivalent shall include a minimum of three 2” caliper trees. One of these trees shall be used as a street tree.
- Each townhome lot or equivalent shall include a minimum of one 2” caliper tree.
- Each lot or equivalent will include a minimum of five 24” shrubs.
- Mulch must be organic and undyed materials such as pine needles, shredded pine bark, or pine bark chips. Dyed mulch is not permitted.
- No large area of mulch (8 x 8 feet or larger) may be left unplanted.
- Decorative stone material such as crushed slate or beach pebble may be used in limited quantities.
- Lawns must be sodded, not seeded, and extended to the street curb or lake.
- Landscape should be irrigated or receive sufficient irrigation until plants are established, typically in the first 2 growing seasons.
- Planting materials to be selected from the list of planting materials outlined in Article 14 Irmo Planting Materials within the Town of Irmo Code of Zoning and Land Development Regulations. This list is included in Exhibit A of this PDD.
- Large hardscaped areas must use varied materials, textures, colors, and scoring to minimize/break-up the visual mass.
- Landscaping service providers and contractors must be licensed and insured.

Tree and Plant Pruning:

- The owner must not trim any trees or plants/ shrubs that are within the wetlands buffer zone or perimeter buffer zone unless a tree branch is encroaching over the property line, but only to the extent the limb does not exceed 6 inches in circumference when measured from the property line. Trimming of limbs over 6 inches requires approval with certified arborist support. In such cases, the owner may trim the encroaching limb only up to the property line.

Density Bonus (RD-1)

No more than 50% of the dwellings in this district will be townhomes. No more than 25% of the homes will have 3,500 square foot lots. At least 25% of the homes in this district will have 5,000 square foot lots or greater and at least 2,000 square feet of building area (this may include duplexes).

Bonus Type	Description	Bonus	Square Feet
		Initial Lot Size	12,500
Neighborhood Revitalization	\$1,000 contribution will be made into a trust fund managed by a CDC.	20%	2,500
Commercial	For every 1% of gross, buildable land area zoned for commercial use, a 1% density bonus may be calculated	10%	1,250
Exterior Facade Texture and Materials	20% of front facade covered in stone or brick veneer, remainder of house substantially covered in hardiplank. If the house has a front porch the 20% stone and brick requirement to be removed.	5%	625
Rear Access Alleys/Rear Entry Garages	Lots featuring a rear access alley and rear entry garage to receive 5% density bonus.	5%	625
Minimal Repetition of Floor Plan	At least three lots skipped on same side of road before same floor plan, at least four before same elevation for 10% bonus	10%	1,250
Less Prominent Garages	Attached garages that are at or behind the primary front building line receive a 5% bonus	5%	625
HOA Maintained Amenities	Clubhouse, Swimming pool, playground, and walking trail system to be provided for 5% bonus.	5%	625
Trees and Shrubs	Additional trees above the minimum, street trees, and preserving grand trees in the overall development to earn 5%.	5%	625
Decorative Crosswalks	Provision of decorative crosswalks at major intersections	3%	375
Unique Street	Provision of such signage throughout	1%	125

Names	the development results in a 1% density bonus		
Mixed Lot Sizes	– Mixing lot areas and frontages along a street to “break the rhythm” of the streetscape. This district would feature lots from a minimum of 3,500 sf up to 6,000 sf to provide a “custom home” neighborhood look.	3%	375
		<u>Total Bonus</u>	<u>9,000</u>
		<u>New Minimum Lot Size</u>	<u>3,500</u>

Sample Imagery of RD-1 Product Type



2. Residential District 2 (RD-2)

Overview

This district will consist of a maximum of 220 senior living apartments and cottages, +/-10% with a minor plan amendment, on a single commercial lot. These residences may be age restricted, assisted living, or independent living. Services provided to the residents may include but are not limited to activities of daily living, housekeeping, medication administration, scheduled transportation to doctors' appointments, and communication between facility and healthcare providers to ensure a well-rounded care plan. These apartment homes will adhere to southeastern regional vernacular architectural styles. The architectural and design requirements will comply with the Town of Irmo Code of Zoning and Land Development Regulations. The senior living apartments in this district will comply with section "2-3.5(B) Conditional Uses for Multi-Family Housing" within the Town of Irmo Code of Zoning and Land Development Regulations. The RD-2 district may also accommodate a clubhouse and amenities such as, but not limited to, a pool, pocket park, and dog park.

Zoning similar to RG - General Residential

Acreage:	+/- 15 AC
Approximate density:	16 units per acre (Matches the current maximum density of 16 units per acre within General Residential) No more than 30% of total units built will be cottage style homes
Open Space within RD-2:	Minimum of 20% (In compliance with multi-family common open space requirement as designated in the Town of Irmo Code of Zoning and Land Development Regulations)
Parking:	Up to 1.25 per unit
Minimum Lot Size:	1 AC (Section 2-3.5(B)) for Apartments 4,000 sf for Single Family Detached Cottages 2,000 sf for Townhome Cottages
Lot Coverage:	25% (Section 2-3.5(B)) for Apartments
Maximum Height:	Height shall be in accordance with Section 3-1 of the Town of Irmo Code of Zoning and Land Development Regulations
Minimum Side Setback:	25' (Section 2-3.5(B)) on apartments 20' between cottage

homes

Minimum Rear Setback: 25' (Section 2-3.5(B)) on apartments | 20' on cottage homes

Minimum Front Setback: 25' (Section 2-3.5(B)) on apartments | 20' on cottage homes

Lot Width: 40' for detached cottages | 24' on average for townhome cottages

Maximum Height: 40' on all cottage product

Architecture and Landscape (RD-2)

Elevations and Floor Plans

RD-2 will include a minimum of 3 different single family cottage front elevations. There shall not be more than 2 contiguous detached homes that share the same elevation. The design of elevations visible from the street should be governed by the rules of architectural composition traditional to Southern domestic architecture. The full architectural guidelines will be memorialized within the Development Agreement.

Senior living apartment elevations will include a consistent use of architectural details and materials to ensure visual harmony. Variations in materials and color will be utilized to “break up” the elevations. Balconies will be provided so that each unit will have access to private outdoor space. Balcony railings will be aluminum.

Minimum Square Footage

Minimum square footage for cottages shall be calculated using heated/cooled living area floor square footage. This should not include any area not heated/cooled, porches, decks, screened areas, garages, carports, or basement area. Calculations should not include basement level numbers. Measurements for calculations of heated/cooled square footage should be taken from outside edge of stud wall of living area wall and should not include any veneer material, such as stone or brick

The minimum square footage of cottages shall be 1,000 square feet.

Exterior Siding Materials

Approved Materials:

- Brick, with an approved texture and color

- Stone, when used as an accent wall or as a foundation veneer
- Horizontal wood lap siding, pattern to be approved
- Board and Batten siding with true battens
- Hardi-plank or approved equal lap siding
- Hardi-shakes or equal
- Cedar shakes
- Decorative aluminum paneling accents may be used on the apartment buildings

Non-approved Materials:

- Vinyl lap siding
- Vinyl board and batten
- Vinyl shakes
- Aluminum siding
- Logs or log siding

Roof Design for Cottages

The pitch of the main roof structure should not be less than a 6/12 pitch. Pitches for porches, breezeways and other secondary structures may be less, provided they are approved during submission of plans and specs. Contemporary roof designs or any other irregularly shaped roof designs will not be allowed on the single-family homes. All penetrations through the roof, including plumbing vents, mechanical exhaust vents, skylights, light tubes, etc. will be located on the rear roof slopes so they are not visible from the street. Any pipe penetrating the roof shall be painted to blend in with the roofing material color.

Approved Roofing Materials

- Fiberglass shingles, preferably 30 year or greater, color to be approved
- Asphalt shingles, preferably 30 year or greater, color to be approved
- Slate
- Synthetic slate Cedar shakes
- Standing seam metal

Any material used for flashing shall blend in color with either the roofing material or the siding veneer. Exposed galvanized flashing will not be used.

Fences

General guidelines for fences include:

- No double fencing is allowed along property lines.

- Fence sections must start and stop between posts. Posts must anchor the ends of fences
- Chain-link fencing and plastic fencing are not appropriate
- Paint color and stains should blend with surroundings
- Fences intended to screen utilities, propane tanks, trash/recycle bins must be at least 4 feet tall.
- Fences intended to screen cars and boats must be at least 5 feet tall and high enough to screen the car/boat from the main thoroughfare.

General Landscaping Guidelines

- Appropriate landscaping is a critical component of the overall look and feel of Water Walk. One should approach the landscaping of a residential lot similar to that demonstrated in placement, design and detailing of the house.
- Landscape design should be ordered and well composed rather than random and scattered. Trees, shrubs, hedges, and ground cover should be massed together in appropriate groupings to make and frame outdoor living spaces and garden rooms, to reinforce the major entry, define the relationship/transition between public and private areas, and to enhance the design of the building, street and neighborhood. Emphasis should be placed on the creation of usable outdoor living space, rather than filling voids in the lot.
- A landscape plan will be prepared by a licensed Landscape Architect for this district. The plan will demonstrate the quality and design aesthetics for the district.
- Trees, shrubs, hedges, and ground cover should be massed together in appropriate groupings to make and frame outdoor living spaces and garden rooms, to reinforce the major entry, define the relationship/transition between public and private areas, and to enhance the design of the house, street and neighborhood. Emphasis should be placed on the creation of usable outdoor living space, rather than filling voids in the lot.
- All property areas must be landscaped, either sodded to street and/or lake, paved or mulched. All areas adjacent to rights-of-way must be landscaped, sodded, or mulched.
- Mulch must be organic and undyed materials such as pine needles, shredded pine bark, or pine bark chips. Dyed mulch is not permitted.
- Decorative stone material such as crushed slate or beach pebble may be used in limited quantities.
- Lawns must be sodded, not seeded, and extended to the street curb or lake.
- Common area landscape should be irrigated or receive sufficient irrigation until plants are established, typically in the first 2 growing seasons.

- Planting materials to be selected from the list of planting materials outlined in Article 14 Irmo Planting Materials within the Town of Irmo Code of Zoning and Land Development Regulations. This list is included in Exhibit A of this PDD.
- Large hardscaped areas must use varied materials, textures, colors, and scoring to minimize/break-up the visual mass.
- Landscaping service providers and contractors must be licensed and insured.

Tree and Plant Pruning:

- The owner must not trim any trees or plants/ shrubs that are within the wetlands buffer zone or perimeter buffer zone unless a tree branch is encroaching over the property line, but only to the extent the limb does not exceed 6 inches in circumference when measured from the property line. Trimming of limbs over 6 inches requires approval with certified arborist support. In such cases, the owner may trim the encroaching limb only up to the property line.

Sample Imagery of RD-2 Product Types



3. Residential District 3 (RD-3)

This district will consist of a maximum of 135 single family detached homes and/or townhomes, +/-10% with a minor plan amendment. This district will consist of lots within a more suburban residential pattern. These residences will have the space to include private yards for outdoor living opportunities such as pools, patios, etc. These homes will adhere to southeastern regional vernacular architectural styles. There will be no townhomes along the perimeter of this district. Any townhomes will be located in the interior of the district with single family detached homes on the perimeter. Townhomes in this district will comply with section "2-3.5(A) Conditional Uses for Townhomes" within the Town of Irmo Code of Zoning and Land Development Regulations. No more than 50% of the residences in the district will be townhomes. The RD-3 district may also accommodate a clubhouse and amenities such as, but not limited to, a pool, pocket park, playground and dog park. The RD-3 district will include a community association to manage the common open space areas and amenities. Homes in this district will be offered for sale to the general public and will not be immediately sold to a home rental company.

Zoning similar to RG - General Residential

Acreage:	+/- 22 AC
Approximate density:	7 units per acre (Reduced from the current maximum density of 16 units per acre within General Residential). This district will utilize the Town of Irmo's Single Family Density Bonus system.
Open Space within RD-3:	Minimum of 15% (In compliance with townhome common open space requirement as designated in the Town of Irmo Code of Zoning and Land Development Regulations)
Parking:	2.0 per unit
Average Lot Size:	4,500 sf for Single Family Detached 2,000 sf for Townhomes
Lot Width:	40' for detached 24' on average for townhomes
Maximum Height:	40'
Minimum Lot Depth:	NA
Minimum Side Setback:	5' for detached 20' between buildings for townhomes
Minimum Rear Setback:	20' for detached 25' for townhomes
Minimum Front Setback:	10' where homes are served by rear access alleys and 20' for front loaded homes

Architecture and Landscape (RD-3)

The “Water Walk Architectural Design Guidelines” will be included in the Development Agreement for the PDD. General architectural and landscape design requirements for the RD-3 district are outlined below. The structure and processes of the “Architecture Control Commission” for this district is outlined in section VII Exhibit A.

Elevations and Floor Plans

Water Walk will include a minimum of 10 different single family front elevations and a minimum of 8 different floor plans. The goal is to achieve variation in home design so that the neighborhood “appears” as if it is a custom built neighborhood. Combinations of different floor plans, colors and elevations will be provided to add variety. The streetscape will offer both single story homes and two-story homes to add variety in mass. Adjacent detached homes will have different elevations and floorplans and reflect color and material variation to create visual interest from the street. The design of elevations visible from the street should be governed by the rules of architectural composition traditional to Southern domestic architecture. At Least 50% of the homes will have a usable front porch. Townhomes will comply with section 7-1.12 Architectural and Design Requirements within the Town of Irmo Zoning Ordinance. The full architectural guidelines will be memorialized within the Development Agreement.

Minimum Square Footage

Minimum square footage for a home shall be calculated using heated/cooled living area floor square footage. This should not include any area not heated/cooled, porches, decks, screened areas, garages, carports, or basement area. Calculations should not include basement level numbers. Measurements for calculations of heated/cooled square footage should be taken from outside edge of stud wall of living area wall and should not include any veneer material, such as stone or brick

The minimum square footage of single-family homes shall be 1,000 square feet.

Exterior Siding Materials

Approved Materials:

- Brick, with an approved texture and color
- Stone, when used as an accent wall or as a foundation veneer
- Horizontal wood lap siding, pattern to be approved

- Board and Batten siding with true battens
- Hardi-plank or approved equal lap siding
- Hardi-shakes or equal
- Cedar shakes

Non-approved Materials:

- Vinyl lap siding
- Vinyl board and batten
- Vinyl shakes
- Aluminum siding
- Logs or log siding

Roof Design

The pitch of the main roof structure should not be less than a 6/12 pitch. Pitches for porches, breezeways and other secondary structures may be less, provided they are approved during submission of plans and specs. Contemporary roof designs or any other irregularly shaped roof designs will not be allowed on the single-family homes. All penetrations through the roof, including plumbing vents, mechanical exhaust vents, skylights, light tubes, etc. will be located on the rear roof slopes so they are not visible from the street. Any pipe penetrating the roof shall be painted to blend in with the roofing material color.

Approved Roofing Materials

- Fiberglass shingles, preferably 30 year or greater, color to be approved
- Asphalt shingles, preferably 30 year or greater, color to be approved
- Slate
- Synthetic slate Cedar shakes
- Standing seam metal

Any material used for flashing shall blend in color with either the roofing material or the siding veneer. Exposed galvanized flashing will not be used.

Entry Doors

- Doors must be constructed of wood (painted or stained), composite, fiberglass, or steel. Doors must be consistent with buildings' character, style and setting.
- Entry doors must have a vertical orientation.
- Door openings may have a maximum width of 48 inches, not including sidelights.
- Glazed/glass door lites must match or complement window lites. Leaded, frosted,

etched, or large expanses of glass without divided lites generally are not permitted.

- Full glass doors are not allowed. Three-quarters of an entry door may be glass but a fourth of the door must include a wood or similar panel at the bottom.
- Storm doors are not allowed.
- Flush glazed doors are typically not approved but are reviewed on a case-by-case basis and must have a profile depth.

Windows

- Windows must be constructed with wood (painted), anodized aluminum or vinyl clad.
- Windows must be operable casement or sash of vertical orientation. “No more squat, than square”. Wall openings must be trimmed with casing and jamb trim above sills.
- Windows should generally be of the same width in vertical secession and lined up directly above one another. Front facade windows may be no closer than one window width, nor farther than two window widths from the corners of the building.
- Windows should generally be tallest on the primary story and the same height at the same level throughout the story unless used as doors.
- Window grid patterns must be equal with a vertical orientation and reflective of the house’s architectural style and period.
- All windows must match and be consistent in appearance throughout all structures on the property.
- The window casing must be separated from the frieze by at least 6 inches. The sash style must be appropriate to that of the style of the house.
- Flush mounted windows are not permitted. Wood or masonry sills must project enough for the drip shelf.
- When necessary, repair or replace deteriorated details using materials that match the original in appearance, texture, dimensions, scale and /or color. When replacing windows, windows should match the building’s original windows in terms of style, detail, muntin (grids), profile and configurations as closely as possible.

Dormer windows

- Must be sized to fill the dormer with a minimum of 2 feet from side walls and maximum eave depth of 12 inches. The dormer must be in scale and no wider than the window plus its trim.
- The dormer must be scaled appropriately with minimal or no soffit and placed where the sill can be 6 to-8 inches above the roof line.
- Dormers may be added to an existing building when the scale of the dormer, its roof shape, and its architectural detailing are appropriate to the scale and architectural style

of the building. The new work must also be compatible with the building in terms of detailing, materials, placement, and balance. Windows must match existing windows.

Shutters

- Shutters must be operable and constructed of wood (painted or stained) or composite (solid PVC).
- Shutters should generally be paneled on the ground floor and louvered on the upper stories.
- When closed, shutters must match window openings and cover the window completely without overlapping each other on the wall surface.
- Louvered shutters must be installed with the louvers pointing in the same direction.

Exterior Architecture Lighting

- Exterior hardware and lighting to be constructed of non-plated metal.
- Porch fans with attached light fixtures must not be visible from any right-of-way that is not an alley.
- Exterior lighting, except for tree lighting, must be pointed down.
- Exterior lighting should be respectful towards neighboring properties.

Exterior Utilities and Mechanical Equipment

- Exterior utilities or mechanical equipment include but are not limited to HVAC, electrical meters or boxes, tankless water heaters, propane tanks, generators, and satellite dishes.
- Mechanical equipment should be placed on the rear elevation. If it is necessary to place mechanical equipment in the front of the house, they must be screened by evergreen vegetation, or appropriate fencing of at least 4 feet in height.
- Electrical meters or boxes should be painted to match exterior paint color(s) or screened with evergreen vegetation to diminish visibility from the public realm.
- Satellite dishes should be placed in an inconspicuous space and screened to diminish visibility from the public realm.

Chimneys

Chimney finishes are restricted to brick, stone, cultured stone, or stucco. Exposed exterior metal chimney flues or flue caps are not allowed. Metal shrouds are allowed atop masonry chimneys.

Fences

General guidelines for fences include:

- No double fencing is allowed along property lines.
- Fence sections must start and stop between posts. Posts must anchor the ends of fences
- Chain-link fencing and plastic fencing are not appropriate
- Paint color and stains should blend with surroundings
- Fences intended to screen utilities, propane tanks, trash/recycle bins must be at least 4 feet tall.
- Fences intended to screen cars and boats must be at least 5 feet tall and high enough to screen the car/boat from the main thoroughfare.

General Landscaping Guidelines

- Appropriate landscaping is a critical component of the overall look and feel of Water Walk. One should approach the landscaping of a residential lot similar to that demonstrated in placement, design and detailing of the house.
- Landscape design should be ordered and well composed rather than random and scattered. Trees, shrubs, hedges, and ground cover should be massed together in appropriate groupings to make and frame outdoor living spaces and garden rooms, to reinforce the major entry, define the relationship/transition between public and private areas, and to enhance the design of the house, street and neighborhood. Emphasis should be placed on the creation of usable outdoor living space, rather than filling voids in the lot.
- A landscape plan will be prepared by a licensed Landscape Architect for this district. The plan will demonstrate the quality and design aesthetics for the district.
- The area to be landscaped shall be 10% of the total gross lot area. This amount of land shall be devoted to landscaping, which includes hardscape elements (plazas and courtyards), trees, shrubs, and ground covers, with complementary grass, mulch, and other landscape treatment.
- Trees, shrubs, hedges, and ground cover should be massed together in appropriate groupings to make and frame outdoor living spaces and garden rooms, to reinforce the major entry, define the relationship/transition between public and private areas, and to enhance the design of the house, street and neighborhood. Emphasis should be placed on the creation of usable outdoor living space, rather than filling voids in the lot.
- All property areas must be landscaped, either sodded to street and/or lake, paved or mulched. All areas adjacent to rights-of-way must be landscaped, sodded, or mulched.
- No excessive mulched areas may be left unplanted. In general, no areas greater than 8 by 8 feet may be left unplanted.
- Street trees will be planted along all residential street right of ways. The street tree shall

be a minimum of 2 in caliper and shall be spaced approximately 40 ft on center. There may be some variance to this to accommodate driveway locations.

- Each detached lot shall include a minimum of three 2" caliper trees. One of these trees shall be used as a street tree.
- Each townhome lot shall include a minimum of one 2" caliper tree.
- Mulch must be organic and undyed materials such as pine needles, shredded pine bark, or pine bark chips. Dyed mulch is not permitted.
- No large area of mulch (8 x 8 feet or larger) may be left unplanted.
- Decorative stone material such as crushed slate or beach pebble may be used in limited quantities.
- Lawns must be sodded, not seeded, and extended to the street curb or lake.
- Landscape should be irrigated or receive sufficient irrigation until plants are established, typically in the first 2 growing seasons.
- Planting materials to be selected from the list of planting materials outlined in Article 14 Irmo Planting Materials within the Town of Irmo Code of Zoning and Land Development Regulations. This list is included in Exhibit A of this PDD.
- Large hardscaped areas must use varied materials, textures, colors, and scoring to minimize/break-up the visual mass.
- Landscaping service providers and contractors must be licensed and insured.

Tree and Plant Pruning:

- The owner must not trim any trees or plants/ shrubs that are within the wetlands buffer zone or perimeter buffer zone unless a tree branch is encroaching over the property line, but only to the extent the limb does not exceed 6 inches in circumference when measured from the property line. Trimming of limbs over 6 inches requires approval with certified arborist support. In such cases, the owner may trim the encroaching limb only up to the property line.

Density Bonus (RD-3)

No more than 50% of the dwellings in this district will be townhomes. No more than 25% of the homes will have 4,000 square foot lots. At least 25% of the homes in this district will have 5,000 square foot lots or greater and at least 2,000 square feet of building area (this may include duplexes).

Bonus Type	Description	Bonus	Square Feet
------------	-------------	-------	-------------

		Initial Lot Size	12,500
Neighborhood Revitalization	\$1,000 contribution will be made into a trust fund managed by a CDC.	20%	2,500
Commercial Walkable Retail	For every 1% of gross, buildable land area zoned for commercial use, a 1% density bonus may be calculated Residential neighborhoods walkable to integrated shopping and retail creating “internal capture”	10%	1,250
Exterior Facade Texture and Materials	20% of front facade covered in stone or brick veneer, remainder of house substantially covered in hardiplank. If the house has a front porch the 20% stone and brick requirement to be removed.	5%	625
Rear Access Alleys/Rear Entry Garages	Lots featuring a rear access alley and rear entry garage to receive 5% density bonus.	5%	625
Minimal Repetition of Floor Plan	At least three lots skipped on same side of road before same floor plan, at least four before same elevation for 10% bonus	10%	1,250
Less Prominent Garages	Attached garages that are at or behind the primary front building line receive a 5% bonus	5%	625
HOA Maintained Amenities	Clubhouse, Swimming pool, playground, and walking trail system to be provided for 5% bonus.	5%	625
Trees and Shrubs	Additional trees above the minimum, street trees, and preserving grand trees in the overall development to earn 5%.	5%	625
Decorative Crosswalks	Provision of decorative crosswalks at major intersections	3%	375

	<u>Total Bonus</u>	<u>8,500</u>
	<u>New Minimum Lot Size</u>	<u>4,000</u>

Sample Imagery of RD-3 Product Types



Commercial District 1 (CD-1):

Overview

Approximately 13 acres of the Property will be designated for commercial use. CD-1 will front Dreher Shoals Road and will provide vehicular access into the overall master plan as represented on the concept plan. The CD-1 parcels are intended to support restaurants, retail stores, and a small boutique hotel. The restaurant and retail options will help activate the community and serve as an amenity for the residents of Irmo. CD-1 may include a boutique hotel with a rooftop patio to host visitors of Irmo. This will help to promote the natural and cultural heritage of the Town of Irmo and market the town as a tourist destination. This district will comply with the standard General Commercial (CG) zoning regulations. The allowable commercial uses in this district will comply with the “Permitted” and “Conditional Uses” for CG zoning as outlined in *“Table 1: Schedule of Permitted, Conditional, and Special Exception Uses and Off-Street Parking Requirements by Zoning District”* within the zoning ordinance. Of the total 13 acres in this district, 7.5 acres are currently zoned general commercial.

Zoning to comply with CG - General Commercial

Acreage:	+/- 13 AC
Open Space within CD-1:	In compliance with common open space requirement as designated in the Town of Irmo Code of Zoning and Land Development Regulations
Max. Retail Square Footage:	150,000 sf
Max. # of Hotel Rooms:	75 (in addition to maximum retail square footage)
Max. Building Height:	Height shall be in accordance with Section 3-1 of the Town of Irmo Code of Zoning and Land Development Regulations
Parking:	One space per 250 sf of commercial
Front Setback:	25' from a “major street - multi-lane” (In compliance with the CG zoning regulations) 40' from a “major street - two lane” (In compliance with the CG zoning regulations) 20' from a “minor street” (In compliance with the CG zoning regulations)
Side Setback:	Minimum of 3' on one side and a total of 10' for both sides (In compliance with the CG zoning regulations)
Rear Setback:	15' (In compliance with the CG zoning regulations)

Architecture and Landscape (CD-1)

The “Water Walk Architectural Design Guidelines” will be included in the Development Agreement for the PDD. General architectural and landscape design requirements for the CD-1 district are outlined below.

Design

The architectural design concept for CD-1 is that structures should be generally unobtrusive in form and color in order to complement their natural setting while fitting within the aesthetic of an evolved lakeside village.

Mass

The structure shall not be of such mass that it dominates its surroundings or adjacent development. Architectural form and detailing must be used to reduce the appearance of the mass of the structure. While height limits and setbacks are established above, upper areas of taller structures should be designed to minimize their visual appearance. Larger structures will require a greater degree of sensitivity to site location and inclusion of larger forms of landscaping.

Building Form

The eventual building form of every structure should be a carefully planned addition to the natural setting and embrace its site. Building shapes should provide interest and be compatible with neighbors. Large structures can be made to appear smaller and small structures to appear larger by the manipulation of shapes and forms, and by the effective use of canopies and porches. The roof-scape should complement the design of the structure, the natural surroundings, and neighboring designs.

Articulation

The aesthetic appearance of a structure depends greatly upon the articulation of the siding, roofing, details, fenestration, walls, and fences. Windows should be selected and located to provide for views, light, and privacy. Fenestration must be compatible with the architecture of the project and detailed with true or simulated mullions where divisions are proposed. Walls, fences, and screens should be used to provide privacy, enclose service areas and HVAC units, and to reduce the scale of large masses. Details at the soffit, fascia, base, corners, windows, and decks should have common elements that help unify the appearance. Venting or louvers at foundations and gables should be detailed using substantial materials that indicate form and depth. Shutters should be consistent from elevation to elevation as applicable and must appear operational.

Materials and Colors

All exterior materials and colors should complement the surrounding environment. The overall exterior color scheme must be selected to be harmonious with the neighborhood and blend with the natural surroundings of the site. Colors shall not be used to cause the structure to stand out from others or their background. Consideration must be given to the compatibility of colors with those existing in the vicinity. The size of the structure and the amount of shading it will receive are also factors in the selection of colors. Trim color should be applied to windows, fascia, soffits, columns, balustrades, and pedestrian doors only. Garage doors and garage door trim should be the color of the foundation.

Suitable materials may include tabby stucco, smooth finish stucco, brick, wood, shake siding, metal (metal may be used as accent material but not primary siding material), fiber cement, and glass. Other materials may be considered but in lesser quantities. All materials should be high quality, durable materials, suitable for the environment. A variety of compatible contrasting textures should be used to provide visual interest. Single material façades are generally not appropriate. Materials should be arranged in logical fashion, lighter over heavier, and in relationship to other materials in terms of percentage, not equal or dominating. Reflective materials other than glass must be avoided. The use of wood or wood simulating materials is strongly encouraged. Roofing materials shall be wood shakes, wood shingles, fiberglass shingles, asphalt shingles, slate, tile or standing seam metal. Other roofing materials shall be held to a similar standard of quality. Roof vents and accessories should be located away from the front elevation and painted to match the roof color.

Landscape

The landscape, the site's existing and new vegetation, plays an essential role in creating the CD-1 Character. Its design and maintenance must therefore be given prominent attention. Great care will be taken to preserve a variety of existing native trees and shrubs and minimize environmental impacts from development. Landscaping will follow the Town of Irmo Landscape code requirements. Street trees will be planted along all commercial street right of ways. The street tree shall be a minimum of 2 in caliper and shall be spaced appropriately for the neighborhood where they are located. There may be some variance to this to accommodate driveway locations.

Tree removal and replacement requirements are established in Section 4-6.7 of the Town of Irmo Code of Zoning and Land Development Regulations. While these minimum requirements must be adhered to, there are additional aesthetic considerations that must also be

implemented when a tree removal or landscape plan is submitted. These include:

- Protecting significant or specimen trees where possible
- Preserving smaller understory trees and shrubs
- Requiring larger size replacement trees or additional trees depending on the size and number of existing specimen trees removed or relationship to building mass and height
- Selection of particular species of replacement trees within a required category for screening or visual effect
- Trees over 16 inches in diameter are to be pruned of dead wood, fertilized, and protected by temporary fencing and hardwood mulch at the base of the tree during construction.
- The owner must not trim any trees or plants/ shrubs that are within the wetlands buffer zone or perimeter buffer zone unless a tree branch is encroaching over the property line, but only to the extent the limb does not exceed 6 inches in circumference when measured from the property line. Trimming of limbs over 6 inches requires approval with certified arborist support. In such cases, the owner may trim the encroaching limb only up to the property line.

Shrubs must be selected to complement the natural setting, provide visual interest, and screen less desirable elements of the project. The species used must take into consideration the site's growing conditions and existing vegetation types. While a variety of species is desirable for texture and color, emphasis must be given to overall order and continuity of the landscape plan. Seasonal availability and the planting time period also need to be considered. A variety of sizes is desirable to create a "layered" appearance for visual interest and a sense of depth. Placement of shrubs must also take into account the location of existing mature trees so as not to damage tree roots. Proper spacing and location are required to allow for plants to reach their mature size and natural shape while avoiding excessive or unnatural pruning.

Groundcover plants should generally be a limited part of the landscape plan. When used, evergreen species with low maintenance needs are to be selected. Large, grassed lawn areas encompassing a major portion of the site are to be avoided unless for the use of a public park. Grass is appropriate as borders or around entrances and other focal points; grass should always be planted at least a mower's width away from the base of existing trees. Pine straw or other mulch should be used to stabilize areas and control weed growth.

Permitted Uses (CD-1)

Allowable Uses	Parking Standards
Small scale food production	1.0 per 350 s.f. GFA
Furniture and home furnishings stores	1.0 per 350 s.f. GFA
Electronics and appliance stores	1.0 per 350 s.f. GFA
Building material and garden equipment supplies	1.0 per 350 s.f. GFA
Nursery or garden center	1.0 per 350 s.f. GFA
Food and beverage stores	1.0 per 350 s.f. GFA
Farmers markets	1.0 per 350 gross parcel area
Health and personal care stores	1.0 per 350 s.f. GFA
Pharmacies and drug stores	1.0 per 350 s.f. GFA
Clothing and clothing accessories stores	1.0 per 350 s.f. GFA
Sporting goods, Hobby, book, and music stores	1.0 per 350 s.f. GFA
Libraries	1.0 per 350 s.f. GFA
Monetary authorities - central bank	1.0 per 350 s.f. GFA
Credit intermediation	1.0 per 350 s.f. GFA
Securities, commodity contracts, and other financial investment and related activities	1.0 per 350 s.f. GFA
Insurance carriers and related activities	1.0 per 350 s.f. GFA
Funds, trusts, and other financial vehicles	1.0 per 350 s.f. GFA
General merchandise stores	1.0 per 350 s.f. GFA
Miscellaneous store retailers	1.0 per 350 s.f. GFA
Used merchandise stores	1.0 per 350 s.f. GFA
ATM machines	

Real estate	1.0 per 350 s.f. GFA
Professional, scientific, and technical services	1.0 per 350 s.f. GFA
Tax return preparation services	1.0 per 350 s.f. GFA
Management of companies and enterprises	1.0 per 750 s.f. GFA
Accommodations	1.0 per rental unit
Food services and drinking places	1.0 per 125 s.f. GFA
Drive-in restaurants	1.0 per 150 s.f. GFA
Restaurants and other eating places - excluding drive-ins	1.0 per 125 s.f. GFA
Bars and drinking places (alcohol)	1.0 per 125 s.f. GFA
Barber shop	2.5 per chair or basin
Beauty shop	2.5 per chair or basin
Nail salon	2.5 per chair or basin

Sample Imagery of CD-1 Buildings



V. Phasing

It is anticipated that Water Walk will be developed over 5 to 10 years and that construction will begin in Q1 of 2026. The remaining portion of the phasing is subject to change or shift and is based on this start date. The below table illustrates how phases could commence.

Phase I	Begin construction Q1 2026 (RD-1 and RD-3)
Phase II	Begin construction Q1 2026 (CD-1) • 10,000 sf of retail construction will commence within 2 years of the residential construction starting. This 10,000 sf needs to be leased within 4 years of residential construction starting. • 30,000 sf of retail construction will commence within 4 years of the residential construction starting. This 30,000 sf needs to be leased within 6 years of residential construction starting. • Annual presentation to City Council to showcase the retail leasing efforts for the year.
Phase III	Begin construction Q1 2026 (RD-2)

VI. Necessity of the Project to the Community

Water Walk will create long-standing and much-needed economic development, housing, job creation, recreation, tourism, and quality of life for the Irmo community. As the master developer it is our responsibility to foster the development of an attractive community, preserve the natural and cultural heritage of Irmo, and create a place that can be enjoyed by both residents and visitors. Water Walk has been carefully planned to be in harmony with the Town of Irmo's Comprehensive Plan. Water Walk owners believe economic success will be ensured by the variety associated with the exceptional recreational and multigenerational neighborhood features. Economic success will lead to a greatly increased tax base and an expanded job market for the Town of Irmo. Water Walk will serve as a model for exceptional development that can be pointed to for future developers in the region.

Exhibit G
Design Guidelines

VII. Exhibits

ARCHITECTURAL DESIGN GUIDELINES

For

Water Walk

- I. Introduction
- II. Architectural Control Committee
- III. Design Review Process
- IV. Submittal Package
- V. General Design Requirements

I. Introduction

This document has been prepared by Material Capital Partners (the “Declarant”) for promoting the development of a residential subdivision known as Water Walk (“The Development”).

The standards of design expressed in this document are intended to describe our vision for the development through guidelines and procedures that are clearly outlined and informative. It is the intent of Declarant to expedite the approval and building processes while ensuring that all submittals are harmonious with and not of compromise to the commitment of quality of the subdivision. It is also the intent of the Developers to protect the unique natural features of the development during the building process and long afterward. With this in mind, we may review and revise the “General Design Requirements” in Section V, as need arises, to facilitate changing conditions.

These Design Guidelines are a supplement to the Water Walk Development Agreement. Any revisions to these Design Guidelines require written approval from the Irmo Town Administrator.

II. Architectural Control Committee (ACC)

It is the mission of the ACC to see that the standards as set forth by the Developers are met or exceeded in all respects in regard to the Design Guidelines to assure an attractive, compatible, and aesthetically pleasing community, to protect the property values of all owners and to protect the visual integrity of the community.

The Architectural Control Committee (ACC) shall contain three members to be appointed by the Declarant. The Declarant may assign its right to appoint members of the ACC to the successor in title to the Property or to the Association. In the event that the right to appoint members to the ACC is assigned to the Association, such members shall be appointed for one (1) year terms by a majority vote of the Board of Directors of the Association.

The ACC shall have the following responsibilities:

1. Review and evaluate each set of plans and specifications submitted by an owner for adherence to the Design Guidelines.
2. Approve all new construction and exterior remodeling or additions.
3. Monitor the construction in order to ensure compliance with the Design Guidelines.
4. Interpret the Design Guidelines when at the request of an Owner.

5. Approve all new construction and modifications to existing structures, including but not limited to fences, walls, exterior painting, material replacements, play structures, walkways, driveways, paving, pavers, tree removal, and landscaping.
6. Coordinate with the Town of Irmo to ensure compliance with this PDD in regards to achieving variety in architecture in each neighborhood.

Design and submittal approval do not constitute a representation of warranty as to the quality, fitness, or suitability of the design or materials specified in the plans. In addition, decisions by the ACC do not assure approval by any governmental agencies or compliance with governing codes or regulations. Owners are responsible for obtaining or ensuring that they or their agent obtains all information necessary for code compliance before commencement of construction. Furthermore, the ACC encourages a consultation meeting between the Designer, Architect, Owner, and Builder and the governing municipality departments before undertaking preliminary design or construction, so that everyone involved has access to the latest version of applicable ordinances and codes. Each entity involved should understand its role in the design/construction process, the rules and regulations that affect the process, and the relationship of their position with the project at hand. It is not the role or responsibility of the ACC to educate, monitor or ensure compliance with local codes or regulations. Neither the Declarant, the Homeowners Association, the ACC, nor any of the members shall be held liable for any injury, damages, or loss arising out of the manner or quality of approved plans for construction on or modifications to any home site.

III. The Design Review Process

When a complete package, as described below under the section “submittals”, is handed over to the ACC, the review process begins. The ACC shall have a time period not to exceed sixty (60) days from the documented date of submittal, to make a decision as to whether the project is approved, approved with stipulations, or disapproved, and to deliver this decision back to the Owner or his agent. If approval is not granted the first time, then the process will start over again. Altered package will be re-submitted to the ACC, dated with the new date, and rereviewed within the time period not to exceed fourteen days from the new date. Every effort will be made by the ACC to review plans and specifications as quickly as possible, but the ACC cannot be held liable for delays or penalties incurred by the Owner or his agents due to the review process timeline.

All documents submitted for review will be considered for approval by the ACC. The decision that the ACC makes regarding approval or disapproval shall be based upon the materials conformity to the Design Guidelines. It is important to note that these opinions regarding compliance are subjective and are subject to vary as committee members are replaced over time. Also, it is important to note that final decisions of the ACC may be based on purely aesthetic considerations. The ACC has the right to make the decision for approval or disapproval based on aesthetics to assure an attractive, compatible, and pleasing community.

From time to time, the Design Guidelines or existing site conditions may impose an undue hardship that may inhibit construction on a particular home site. In such case, the applicant may request a variance in writing to the ACC. The ACC may grant or deny the variance request on a case-by-case basis. Any variance or exception to the Design Guidelines granted is unique and do not set any precedent for future decisions of the ACC. No variance is considered to be valid unless in approval in writing is obtained from the ACC.

After all material has been submitted to the ACC for review, then the ACC will have sixty (60) days to review the submittal. At the end of this period the ACC will make a judgment as to whether the plans, specifications, and other submittal material complies with the Design Guidelines as provided at the time of submission. The Owner or the Owner's agent responsible for the submittal will be notified as to whether the plans are:

A. Approval as Submitted

Plans, specifications, and other submittal material have been reviewed, deemed adequate, and approved as submitted to the ACC. All necessary requirements as stated in the Design Guidelines have been met, The Owner will receive written notification of the approval and, as far as the ACC is concerned, construction work can begin. Note that the applicant still has the responsibility to obtain ALL necessary permits and approvals for any project from the local authorities and departments regulating construction. The ACC and the local governing bodies concerned have separate and independent processes and approval from one does not grant approval from the others.

B. Approval With Stipulations

Plans, specifications, and other submittal material have been reviewed but found not to be in compliance with the Design Guidelines. Submittal material will be returned as stipulated to the Owner or the Owner's agent, along with recommendations from the ACC as to how compliance can be met. At this time the Owner has the choice to:

1. Accept and adopt the stipulations placed on the submittal by the ACC. If the Owner does agree to the stipulations, then the stipulations become part of the submittal material and the submittal becomes compliant and is approved. The Owner will be notified in writing of the approval and, as far as the ACC is concerned, construction work can begin. Note conditions for permitting, etc. as listed above in prior section.
2. Not accept the stipulations placed on the submittal by the ACC that would bring the submittal into compliance as noted. At this point, the Owner can make changes to the design and/or materials to be used, and submit the modified plans, specifications, and other submittal material to the ACC for review. The ACC will proceed with the review process and determine if the new submittal is in compliance with the Design Guidelines as presented. A decision will be made by the ACC concerning Approval, Approval with Stipulations, or Denial.
3. Withdraw from the review process. Any material, including plans and specifications submitted, will be retained by the ACC for its records.

C. Denied as Submitted

Plans and specifications as submitted are deemed not to be in compliance with the Design Guidelines, or just not to be appropriate for construction and are denied approval from the ACC. Qualification for the decision by the ACC will be presented in writing to the Owner making the submittal, and suggestions will be provided to the Owner concerning the proposed design. The ACC will advise the Owner on possibilities of means to bring the submittal into compliance, but the responsibility for the design belongs to the Owner. No construction work will begin without written approval from the ACC.

IV. Submittal Package

Submittal package shall include a signed acknowledgement from the builder and the owner that they have read and are familiar with the ACC Guidelines along with two complete sets of plans to be used for construction or improvement. After approval one set will be returned to the Owner and one set will be retained by the ACC and becomes the property of the ACC, to be kept on file as part of the submittal package and to be used as a check to ensure that work is being performed as submitted. If any changes are made to the submitted plans during the construction process, then the Owner must make a submittal change request to the ACC. This request would become part of the submittal package and kept on file by the ACC. The set of plans retained by the ACC, upon either approval or denial of approval, are to be kept by and become the property of the ACC.

The following documents are required in a set of plans submitted for the Design Review process to make plans complete:

- A. Floor Plans
- B. Exterior Elevations (front elevations required on all submittals. Rear and side elevations required only when fronting a street or alley)
- C. Material Sample Submittals (digital samples accepted)
- D. Exterior finish schedule
 - 1. Paint colors for siding, trim, and shutters
 - 2. Stone or brick color and pattern

V. General Design Requirements

[Insert architectural design guidelines outlined in section IV for each district]

STATE OF SOUTH CAROLINA)
)
TOWN OF IRMO)

ORDINANCE 24 – 13

AN ORDINANCE TO RE-CLASSIFY ELEVEN PROPERTIES TOTALING 65.12 ACRES OF REAL PROPERTY LOCATED AT THE INTERSECTION OF DREHER SHOALS ROAD, SALEM CHURCH ROAD, AND MUSKRAT RUN FROM CG, GENERAL COMMERCIAL; RG, GENERAL RESIDENTIAL; AND FA, FRINGE AGRICULTURE TO MD, MIXED-USE AND TO AMEND THE OFFICIAL ZONING MAP OF THE TOWN OF IRMO TO SO REFLECT

WHEREAS, a request has been presented to the Irmo Town Council by the current record titleholders of property located at the below properties, to re-classify said properties from CG, General Commercial; RG, General Residential; and FA, Fringe Agriculture to MD, Mixed-Use; and

WHEREAS, the subject properties are described as the following; and

TMS	Address/Location	Zone	Acreage
R03201-01-02	Dreher Shoals Road	RG	13.8
R03201-01-06	2909 Dreher Shoals Road	RG	10.27
R03202-01-01	Muskrat Run	RG	2.77
R03202-01-03	Dreher Shoals Road	FA	10.61
R03202-01-05	Dreher Shoals Road	RG	2.76
R03202-01-06	Dreher Shoals Road	CG	3
R03202-01-07	Dreher Shoals Road	CG	4.64
R03202-01-11	Muskrat Run	FA	10.42
R03202-01-15	Muskrat Run	FA	1
R03203-02-04	3025 Dreher Shoals Road	RG	1.56
R03203-02-05	Salem Church Road	RG	4.29

WHEREAS, the Town and its Planning Commission, per SC Code § 6-29-760 *Procedure for enactment or amendment of zoning regulation or map; notice and rights of landowners; time limit on challenges* met the State’s zoning procedural standards. Simply, notice was advertised in The New Irmo News at least fifteen days prior to the public hearing, notice was conspicuously posted on or adjacent to the property, and a public hearing was held; and

WHEREAS, the Irmo Planning Commission, during a meeting held on August 12, 2024, recommended to the Irmo Town Council to deny the zoning of said property to the classification of MD, Mixed Use; and

WHEREAS, the developer modified their plan and returned to Planning Commission on September 9, 2024; and

WHEREAS, the Irmo Planning Commission, during a meeting held on September 9, 2024, recommended to the Irmo Town Council to classify said property to the appropriate zoning classification of MD, Mixed Use; and

WHEREAS, it is necessary and desirable to reclassify said property to MD, Mixed Use;

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and Town Council of the Town of Irmo, South Carolina, in Council duly assembled on this 15th day of October, 2024, that the Zoning Classification pertaining to the subject parcels be hereby re-classified from their current zoning of CG, General Commercial; RG, General Residential; and FA, Fringe Agriculture to MD, Mixed-Use; and

BE IT FURTHER ORDAINED that the official zoning map of the Town of Irmo be, and the same hereby is, amended to so reflect.

DONE IN COUNCIL ASSEMBLED this 15th day of October, 2024

William O. Danielson, *Mayor*

ATTEST:

Lisa Hancock, *Municipal Clerk*

1st Reading: September 17, 2024

2nd Reading: October 15, 2024

Public Hearing: October 15, 2024



Staff Report

Amendment to the Zoning Map

DATES: Planning Commission & Public Hearing: August 12, 2024
Planning Commission & Public Hearing: September 9, 2024
Town Council First Reading & Public Hearing: September 17, 2024
Town Council Second Reading & Public Hearing: October 15, 2024

TO: Irmo Planning Commission
Irmo Town Council

FROM: Douglas Polen, Assistant Town Administrator

SUBJECT: Rezoning Request

SUBJECT PROPERTY: Approximately 65.12 acres located along Dreher Shoals Road, Salem Church Road, and Muskrat Run; specifically, TMS R03201-01-02, R03201-01-06, R03202-01-01, R03202-01-03, R03202-01-05, R03202-01-06, R03202-01-07, R03202-01-11, R03202-01-15, R03203-02-04, and R03203-02-05

ACTION REQUESTED: Rezoning of properties from CG, General Commercial; RG, General Residential; and FA, Fringe Agriculture to MD, Mixed-Use

Background

The Town of Irmo has been approached by Material Capital Partners and Palmetto Alliance Property Group to rezone eleven properties totaling 65.12 acres at the corner of Dreher Shoals Road, Salem Church Road, and Muskrat Run from their current zoning designations of RG, General Residential; CG, General Commercial; and FA, Fringe Agriculture, to MD, Mixed-Use Development. The resulting development, known as Water Walk, is proposed to consist of 52 acres of residential land with a maximum of 550 residential units and an additional 13.2 acres of commercial land.

The applicants have submitted a development agreement and descriptive statement with bonus density calculation, as outlined in Article 7 of the Zoning Ordinance.

The subject properties are as follows:

TMS	Address/Location	Zone	Acreage
R03201-01-02	Dreher Shoals Road	RG	13.80
R03201-01-06	2909 Dreher Shoals Road	RG	10.27
R03202-01-01	Muskrat Run	RG	2.77
R03202-01-03	Dreher Shoals Road	FA	10.61
R03202-01-05	Dreher Shoals Road	RG	2.76
R03202-01-06	Dreher Shoals Road	CG	3.00
R03202-01-07	Dreher Shoals Road	CG	4.64
R03202-01-11	Muskrat Run	FA	10.42
R03202-01-15	Muskrat Run	FA	1.00
R03203-02-04	3025 Dreher Shoals Road	RG	1.56
R03203-02-05	Salem Church Road	RG	4.29

The developer is proposing a maximum of 550 residential units on the property (500 +/- 10% with a minor amendment). At present, the property could conceivably be developed with 711 units, assuming 16 units per acre in the RG zones, 16 units per acre in the CG zones as residential above commercial, and one (1) unit per acre in the FA zone. Additionally, the developer is proposing a maximum of 150,000 sf of commercial, possibly including a hotel with a maximum of 75 rooms.

The proposed development consists of four districts, as follows:

1. Residential District 1 (RD-1)

Acreage:	14 acres
Residential Units:	145 +/- 10% with minor amendment No more than 50% of units to be townhomes
Minimum Square Footage:	1,000 sf
Lot Size:	3,500 sf min., 4,250 sf avg for detached 2,000 sf for attached No more than 25% of detached lots to be 3,500 sf. At least 25% of the homes will have 5,000 sf or greater lots and at least 2,000 sf of building area. These lots may feature duplex units.
Minimum Lot Width:	30' for detached 24' on average for attached

Minimum Side Setback: 10' between detached buildings, 20' between townhomes buildings

Notes: This area is conceptualized as age targeted and 100% rental, possibly with all units located on one large parcel. If all units are placed on one parcel, the lot dimensions above would be for equivalent lots.

2. Residential District 2 (RD-2)

Acreage: 15 acres

Residential Units: 220 +/- 10% with minor amendment

Minimum Lot Size: 1 ac. for apartments
4,000 sf for single family detached cottages
2,000 sf for townhome cottages
No more 30% of units to be cottage style

Minimum Lot Width: 40' for detached cottages
24' on average for attached cottages

Minimum Side Setback: 25' between apartment buildings
20' between cottages

Notes: This area is conceptualized as a senior living, 55+ area. There would be an apartment building as well as separate cottages. This is an independent living community with no medical services, cafeteria, or other amenities common to an assisted living facility, although the developer may modify this plan into an assisted living facility.

3. Residential District 3 (RD-3)

Acreage: 21.5 acres

Residential Units: 135 +/- 10% with minor amendment

Lot Size: 4,000 sf min; 4,500 sf avg for single family detached
2,000 sf for townhome
No more 50% of units to be attached (townhomes)

Minimum Lot Width: 40' for detached homes
24' on average for attached townhomes

Minimum Side Setback:	5' for detached homes 20' between townhome buildings
Notes:	This area is conceptualized as a typical, for-sale residential neighborhood.

4. Commercial District 1 (CD-1)

Acreage:	13 acres
Max. Retail Square Footage:	150,000 sf
Max. # of Hotel Rooms:	75

10,000 sf of retail construction beginning within two years of residential construction's beginning; 30,000 sf within four years.

This development is envisioned as a high-end subdivision, likened by the developer to the Saluda River Club in Lexington County. There are to be street trees, rear access alleys, and the buildings will be outfitted with quality materials such as brick and cement fiber board. There are to be amenity areas for use by all residents, including a clubhouse, swimming pool, playground, and walking trail system. Trees will buffer the development from the road as well as from the adjacent church and residential areas. The commercial area is likened by the developer to Freshfields on Kiawah Island, with one-of-a-kind stores and restaurants, as well as a boutique hotel.

Current Zoning – Definition and Uses

RG, General residential district. The RG district is intended to accommodate higher density residential development and a variety of housing types on small lots or in project settings, in areas accessible by major streets.

The RG District allows the following uses by way of example:

- Single Family Detached Residential (6,000 sf lots)
- Duplex Residential (8,000 sf lots)
- Townhomes and Multi-Family Residential (16 units per acre)
- Various civic uses such as schools, libraries, and utilities

CG, General-Commercial district. The CG district is intended to provide for the development and maintenance of commercial and business uses strategically located to serve the community and

the larger region of which it is a part. Toward this end, a wide range of business and commercial uses are permitted herein.

The CG District allows the following uses by way of example:

- General Retail, Restaurant and Office Uses
- Hotels
- Mixed-Use Residential Structures (Second and higher story apartments)

FA, Fringe agricultural district. The intentions of the fringe agricultural district are (1) to retain and support agricultural operations within the fringe areas of the town, between the open countryside and the built- up suburbs, and (2) to provide for both rural and urban lifestyles within the Town.

The FA District allows the following uses by way of example:

- Single Family Detached Residential (1 acre lots)
- Agriculture
- Small Scale Food Production and Retail

Proposed Zoning – Definition and Uses

MD, Mixed-use development district. The Mixed-Use (MD) district is a special purpose district. The intent is to create a planned, unified development that encourages flexibility of design and allowable uses within the district. Within the MD, regulations adapted to unified planning and development standards are intended to accomplish the purposes of zoning, design standards, and other applicable regulations to an equivalent or higher degree than general zoning district regulations that are designed to control uncoordinated development on individual lots or tracts. Mixed-use developments are intended to promote economical and efficient land use, to provide an improved level of amenities, foster a harmonious variety of uses, encourage creative design, and produce a better environment.

The MD District allows the following uses by way of example:

- All residential and commercial uses as outlined in the descriptive statement

Summary of Adjacent Zoning & Uses

Zone		Present Use
North	RS, Single Family Residential (Town) & R2, Residential 2 (Richland Co.)	Salem United Methodist Church & Vacant
East	FA, Fringe Agriculture (Town); HM, Homestead & R3, Residential 3 (Richland Co.)	Waterford Subdivision & Vacant
South	RG, General Residential	The Village at Lake Murray
West	RG, General Residential (Town) & HM, Homestead District (Richland Co.)	Residential & Vacant

Density Bonus Summary

Per the Town's Zoning Ordinance, when rezoning to a negotiated zone such as Mixed-Use, the residential lot size resets to 12,500 sf, and then bonuses to increase density by reducing lot size can be earned. The developer has proposed the following in an effort to achieve a minimum lot size of 3,500 sf in the RD-1 district.

Bonus Type	Description	Bonus	Square Feet
Initial Lot Size			12,500
Neighborhood Revitalization	\$1,000 contribution per unit will be made into a trust fund managed by a CDC.	20%	2,500

Commercial	For every 1% of gross, buildable land area zoned for commercial use, a 1% density bonus may be calculated	10%	1,250
Exterior Facade Texture and Materials	20% of front facade covered in stone or brick veneer, remainder of house substantially covered in hardiplank. If the house has a front porch the 20% stone and brick requirement to be removed.	5%	625
Rear Access Alleys/Rear Entry Garages	Lots featuring a rear access alley and rear entry garage to receive 5% density bonus.	5%	625
Minimal Repetition of Floor Plan	At least three lots skipped on same side of road before same floor plan, at least four before same elevation for 10% bonus	10%	1,250
Less Prominent Garages	Attached garages that are at or behind the primary front building line receive a 5% bonus	5%	625
HOA Maintained Amenities	Clubhouse, Swimming pool, playground, and walking trail system to be provided for 5% bonus.	5%	625
Trees and Shrubs	Additional trees above the minimum, street trees, and preserving grand trees in the overall development to earn 5%.	5%	625
Decorative Crosswalks	Provision of decorative crosswalks at major intersections	3%	375

Unique Street Names	Provision of such signage throughout the development results in a 1% density bonus	1%	125
Mixed Lot Sizes	Mixing lot areas and frontages along a street to “break the rhythm” of the streetscape. This district would feature lots from a minimum of 3,500 sf up to 6,000 sf to provide a “custom home” neighborhood look.	3%	375
	<u>Total Bonus</u>		<u>9,000</u>
	<u>New Minimum Lot Size</u>		<u>3,500</u>

The RD-3 district (for sale houses) have a similar density bonus, removing the unique street sign and mixed lot size bonuses.

Under current, standard zoning the developer would be permitted to build apartment buildings, townhomes, duplexes, and single-family detached homes. Single family homes would be on a minimum 6,000 sf lot, but could be made of vinyl and all share the same house plan. Under negotiated zoning, these units must have hardiplank, brick, or stone exteriors and have a variety of house plans.

Staff does feel that these bonuses, if granted, would result in a much more attractive neighborhood than one permitted under standard zoning, with the required variety of house plans, colors, and materials, as well as rear access alleys, additional trees, and amenities.

Irmo Comprehensive Plan

The Comprehensive Plan shows this area as having a future land use of Single Family Residential and General Commercial. However, the current zoning does allow the uses proposed by the developer.

Staff Findings

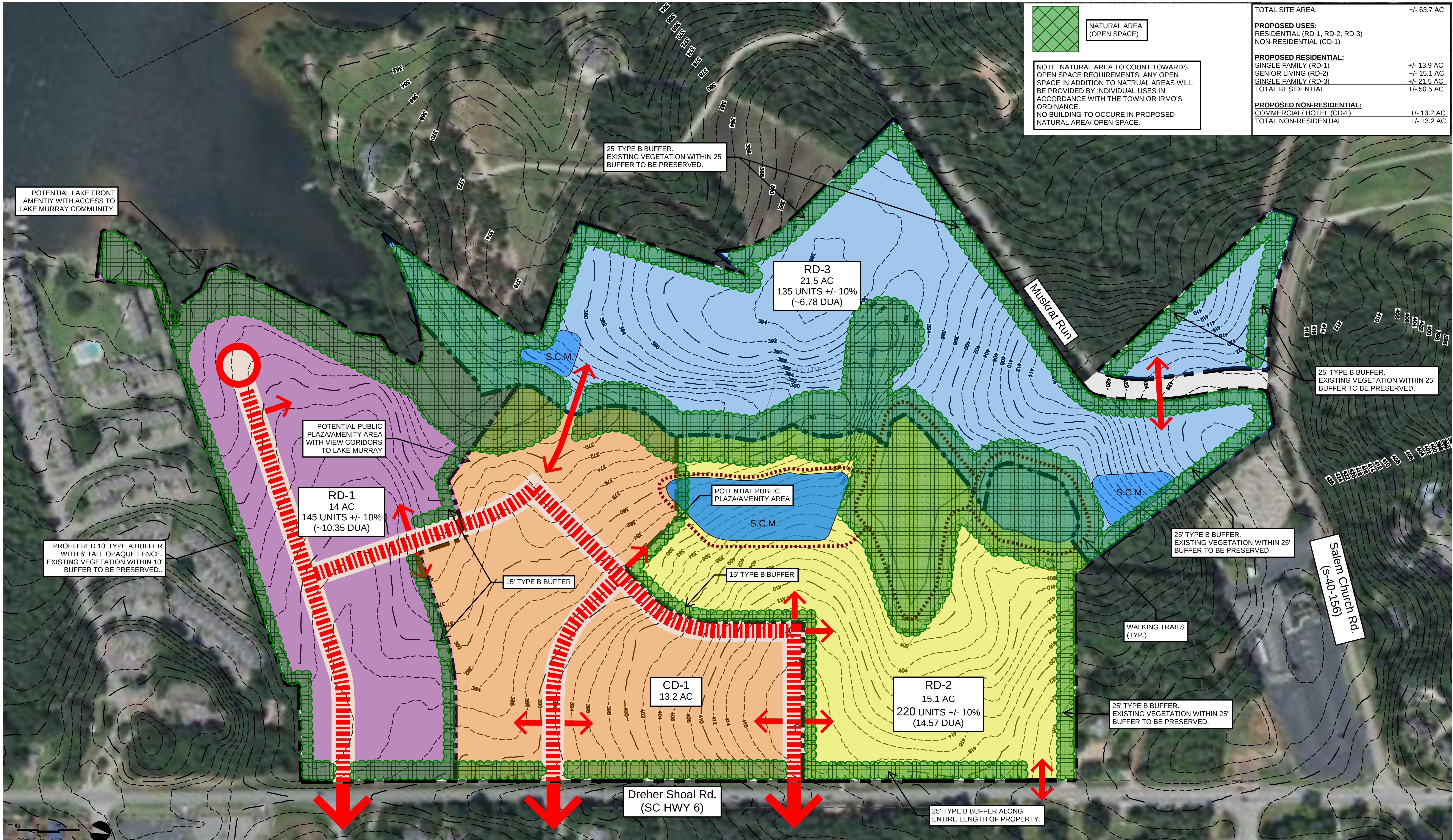
At present, the subject property is zoned to accommodate a maximum of 711 residential units and 7.64 acres of general commercial. This development proposes to reduce the allowable residential by 23% while doubling the commercial area. Staff feels that there are many positives to this project, including the sizeable commercial area, quality of construction, and the senior living area. At the June 20th Public Meeting, the public showed their strong concern for traffic generated by this development, but after speaking with SCDOT and the passage of the Town's Traffic Impact Analysis ordinance, Staff does not feel that traffic will be adversely affected by this development. With the addition of a third lane on Dreher Shoals to service Water Walk, it is possible that traffic would be better following development than it is now.

At the time of the August Planning Commission hearing, the Town recommended denial for this proposal, as Staff felt that additional changes were necessary to secure a recommendation of approval. In the past weeks, the applicant has submitted conceptual drawings, clarified some of staff's concerns on lot size and spacing, and made commitments for commercial timing.

For these reasons, Staff recommends **APPROVAL** of the Water Walk project.

Planning Commission Findings

At their September 9, 2024 meeting, the Planning Commission voted 7-0 to recommend **APPROVAL** of the Water Walk project.



WATER WALK

IRMO, SC



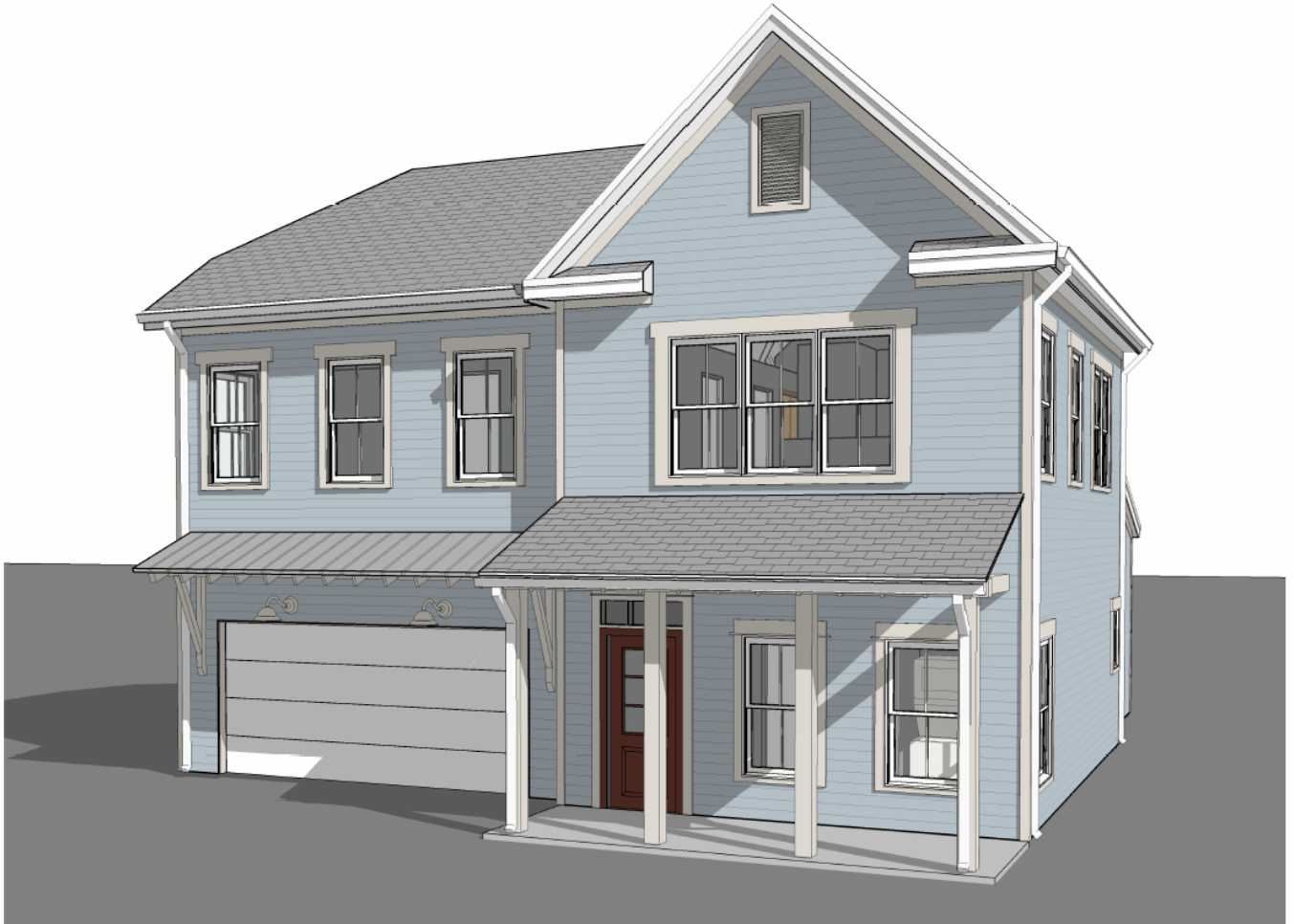
Conceptual Photographs



Conceptual Photographs



Sample Houses



Sample Houses



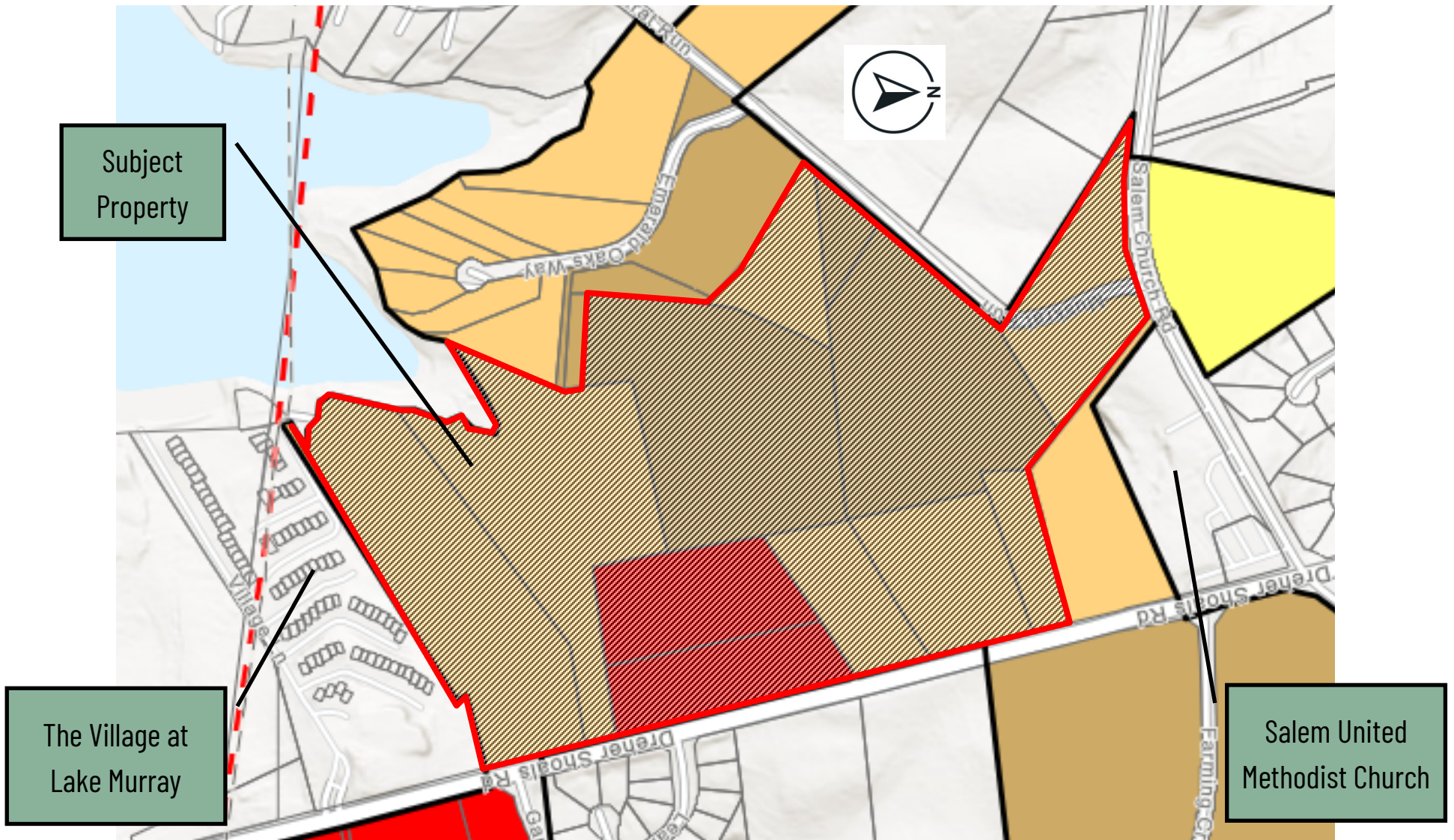
Sample Townhomes



Water Walk Rezoning, Ordinance 24 - 13

Planning Commission | August 12, 2024 & September 9, 2024

Town Council | September 17, 2024 & October 15, 2024



Zoning Application

Print

Submitted by:

Submitted On: 2024-08-07 15:35:36

Submission IP: (73.121.156.90)
proxy-IP (raw-IP)

Status: Open

Priority: Normal

Assigned To: Karley Lever

Due Date: Open

Attachments

- [FINAL Water Walk Narrative 8.7.24.docx](#) - 2024-08-07 03:35:37 pm
- [21 Lake Murray Bubble Plan 071524.pdf](#) - 2024-08-07 03:35:36 pm



FORMS & APPLICATIONS

7300 Woodrow Street, Irmo, SC 29063
p: [\(803\) 781-7050](tel:(803)781-7050) | info@townofirmosc.com | Follow Us [@TownofIrmoSC](#)

Zoning Application

Please complete the application and submit the required supporting documentation. If the applicant is not the owner(s), the owner(s) must complete and sign the [Designated Agent](#) form. Failure to submit the required documentation will delay your application.

Submit a digital and hardcopy site plan, and any additional materials (i.e. photographs, elevation drawing with dimensions, or renderings).

NOTE: A registered land surveyor, landscape architect, or engineer must design the site plan.

Site plan requirements:

- no longer than 24" x 36"
- show scale
- tax map number
- the property owner/developer's information
- date
- vicinity map

- north arrow
- property shape and dimensions
- landscaping
- buffering
- location and size of existing and/or proposed structures, and drives

Reminder: Failure to submit the required documentation will delay your application.

Questions can be emailed to [Business Licensing & Zoning](#).

. . .

APPLICANT INFORMATION

Applicant Name:	Address:
Roberts Properties	6825 N. Trenholm Rd. Columbia, SC 29206
Phone:	Email:
803-546-7088	arnolddroberts@gmail.com
Relationship to Property Owner:	
☐ Same ☐ Lessee/Business Owner ☐ Contractor ☒ Other	
If other, please describe below:	
Property is under contract	

DESIGNATED AGENT

Complete if applicable

If the applicant is not the owner(s), the owner(s) must complete and sign the [Designated Agent](#) form. Download and complete the Designated Agent form and upload it below.

Designated Agent Form: [DOWNLOAD](#)

Upload Designated Agent Form Here:

Choose File

No file chosen

PROPERTY INFORMATION

Check one:

☐ Assign Zoning Designation ☐ Zoning Text Amendment Request ☒ Re-Zoning Request

If other, please describe:

Current Zoning District:	Current Zoning District:
RG, GA, CG	
Tax Map Number:	
R03201-01-06 R03201-01-02 R03202-01-06 R03202-01-07 R03202-01-05 R03203-02-04 R03202-01-11 R03203-02-05 R03202-01-03 R03202-01-15 R03202-01-01	

Property Address:

3001 Dreher Shoals Rd, Irmo, SC 29063

Current property use:

☐ Residential ☐ Commercial ☐ Industrial ☒ Vacant

Area (sq ft)/acre of proposed project:

65

If a Zoning Text Amendment Request, what use and/or language should be added/removed from the ordinance?

If a Re-Zoning Request, what is the recommended zone for the property?

☐ RS ☐ RG ☐ CO ☐ CN ☐ CG ☐ LM ☐ FA ☒ MD

If a Zoning Designation, what is the recommended zone for the property?

☐ RS ☐ RG ☐ CO ☐ CN ☐ CG ☐ LM ☐ FA ☐ MD

Describe in detail the reason for your request:

We are proposing the rezone of 65 acres on SC-6 to create a mixed-use, multigenerational community that includes single family homes, senior living, restaurants, retail, and a boutique hotel.

How does the proposed/zoning designation compliment with the surrounding area?

The surrounding areas are residential and religous in nature. Adjacent parcels will be kept residential and any commercial uses will be internal to the site.

SUPPORTING DOCUMENTATION

Required for rezoning/zoning designation

Plat:

Choose File

 No file chosen

Scaled Site Plan:

Choose File

 No file chosen
For new improvements

Applicable permits/approvals:

Choose File

 No file chosen

Photographs:

Choose File

 No file chosen

Elevation drawings w/ dimensions:

Choose File

 No file chosen

Renderings:

Choose File

 No file chosen

Other:

Choose File

 No file chosen

Other:

Choose File

 No file chosen

Indicate the applicable supportive documentation:

- ☐ Plat
- ☒ Scaled site plan (for new improvements)
- ☐ Applicable permits/approvals
- ☐ Photographs
- ☐ Elevation drawings w/ dimensions
- ☒ Renderings

I attest to the best of my knowledge the information and attachment(s) provided are accurate. The proposed activity does not contradict any restrictions and covenants. ***By typing my name below, I understand and agree that this form of electronic signature has the same legal force and effect as a manual signature.***

* First & Last Name

David Craig

Type your first & last name

* Today's Date

08/07/2024

Format: MM/DD/YYYY



AUTHORIZED AGENT DESIGNATION FORM

INSTRUCTIONS

If you would like to designate an authorized agent to submit a request on your behalf related to your personal information, please complete this form in its entirety. A signed and notarized copy of this form must be submitted to us at the appropriate address below. Please note, that if the Town of Irmo is unable to verify the identity of the individual submitting this form (the "Owner"), we may ask for additional information or documents for verification purposes.

Email the completed form to: permits@townofirmosc.com

Note: Please retain the original form with the notary.

1. OWNER INFORMATION

Full Name	Loretta McEntire
Address	216 Montclair Road
Phone	803-414-8618
Email	blame@bellsouth.net

2. AUTHORIZED AGENT INFORMATION

Full Name	Arnold D. Roberts, Jr
Address	6825 N Tremblay Rd
Phone	803-546-7088
Email	arnold@roberts@me.com

TOWN OF IRMO

P.O. Box 406 • 7300 Woodrow St. • Irmo, South Carolina 29063 • 803-781-7050 • townofirmosc.com



**BUSINESS LICENSING &
ZONING**

Authorized Agent
Designation Form

3. AUTHORIZATION/DESIGNATION OF AGENT

I/we, Owner, authorize the person named as Authorized Agent to act on my/our behalf for the following: Submit Documents, Amend Documents, Meet with Staff, Attend Public Meetings/Hearings.

By signing below and submitting this Authorization Designation form, I am affirming the following:

I/we am the owner whose name appears above, and the information provided on this form is true and accurate. I permit the Authorized Designation of Agent to act on my/our behalf for the items listed above. I understand that I may be contacted directly to verify my identity and confirm the designation of my Authorized Designation of Agent.

Signature of Owner <i>Loretta McEntire</i>	Today's Date (mm/dd/yy) <i>Aug. 8, 2024</i>
--	---

4. NOTARY INFORMATION

I, Denise L. Paschall, do hereby confirm that on this 8th day of August 2024, the person named Loretta McEntire, appeared before me and has proven to be the individual named in section 1. (owner information) of the preceding document.

Signature of Notary Public <i>Denise L. Paschall</i> <i>State of South Carolina</i> <i>My Commission Expires:</i> <i>3/27/27</i>	Notary Seal
---	--------------------

TOWN OF IRMO

P.O. Box 406 • 7300 Woodrow St. • Irmo, South Carolina 29063 • 803-781-7050 • townofirmosc.com

STATE OF SOUTH CAROLINA)

)

ORDINANCE 24-14

TOWN OF IRMO)

**AN ORDINANCE AUTHORIZING THE SALE OF A PORTION OF TOWN
PROPERTY LOCATED AT 7815 BROAD RIVER ROAD (TMS# R04005-04-01) FOR
THE U.S. ROUTE 76 WIDENING PROJECT.**

WHEREAS, the Town of Irmo is the owner of certain real property located at 7815 Broad River Road (TMS# R04005-04-01 within the Town of Irmo, South Carolina; and

WHEREAS, the County of Richland, South Carolina, as part of its U.S. Route 76 Widening Project (Project ID: P029344), has proposed to acquire a portion of said property, identified as Tract 2, consisting of approximately 0.309 acres (13,472 square feet) of land, for public use in connection with the highway improvement project; and

WHEREAS, the County of Richland has appraised the value of the portion of the property to be acquired and has offered to pay the Town of Irmo just compensation in the amount of \$85,100.00 for the purchase of the said portion of property, based on a qualified real estate appraisal using comparable sales in the area; and

WHEREAS, the Town Council has determined that it is in the public interest to sell the described portion of the property to the County of Richland for the purposes of the U.S. Route 76 Widening Project;

NOW, THEREFORE, BE IT ORDAINED by the Irmo Town Council of the Irmo, South Carolina, in a duly assembled meeting:

1. Authorization for Sale

The Town of Irmo is hereby authorized to sell and convey to the County of Richland approximately 0.309 acres (13,472 square feet) of land from the property located at 7815 Broad River Road (TMS# R04005-04-01) for the purposes of the U.S. Route 76 Widening Project.

2. Terms of Sale

The sale price for the property shall be \$85,100.00, as offered by the County of Richland based on an approved appraisal, and the proceeds from this sale shall be deposited into the Town's general fund or otherwise allocated as deemed appropriate by the Town Council.

3. Execution of Documents

The Town Administrator and/or the Town Attorney is hereby authorized to execute any and all documents necessary to complete the sale and transfer of the property to the County of Richland.

RESOLUTION 24-14

4. **Effective Date**

This ordinance shall be effective immediately upon its final reading and approval by the Irmo Town Council.

ADOPTED IN REGULAR MEETING this 19th day of November 2024.

William O. Danielson - Mayor

ATTEST:

Lisa Hancock, Municipal Clerk

First Reading:	October 15, 2024
Second Reading:	November 19, 2024
Public Hearing:	November 19, 2024

AN ORDINANCE TO ADOPT A COMPREHENSIVE PLAN FOR THE TOWN OF IRMO

WHEREAS, the General Assembly of South Carolina enacted in 1994 an amendment to the Code of Laws of South Carolina by adding Chapter 29 to Title 6, "South Carolina Local Government Comprehensive Planning Enabling Act of 1994," and repealing all previously enacted planning Acts and Codes; and

WHEREAS, the 1994 Enabling Act has since been amended, most recently in September, 2020; and

WHEREAS, the Enabling Act requires that the local governing body develop and maintain a planning process which will result in the systematic preparation and continued reevaluation and updating of those elements considered critical, necessary, and desirable to guide the development and redevelopment of its area of jurisdiction; and

WHEREAS, the planning process shall include the development of a Comprehensive Plan, which is to be used as a guide to the orderly development of the Town and the application of zoning and development regulations; and

WHEREAS, the Planning Commission of Town of Irmo, at their regular meeting on the 14th day of October, 2024, passed a resolution by majority recommending the adoption of the Comprehensive Plan to the Town Council; and

WHEREAS, the Town duly advertised and the Council conducted a public hearing the 19th day of November, 2024 on said Comprehensive Plan;

NOW, THEREFORE, BE IT ORDAINED and ordered by the Mayor and Town Council of the Town of Irmo, South Carolina, in Council duly assembled on this 19th day of November, 2024, that the Town of Irmo Comprehensive Plan is hereby adopted by ordinance.

PASSED AND ADOPTED this 19th day of November, 2024.

William O. Danielson, *Mayor*

ATTEST:

Lisa Hancock, *Municipal Clerk*

Planning Commission: October 14, 2024

1st Reading: October 15, 2024

2nd Reading: November 19, 2024

Staff Report

Comprehensive Plan

DATE: Planning Commission Public Hearing: October 14, 2024
Town Council First Reading: October 15, 2024
Town Council Second Reading & Public Hearing, November 19, 2024

TO: Irmo Planning Commission
Irmo Town Council

FROM: Douglas Polen, Assistant Town Administrator

SUBJECT: Comprehensive Plan Adoption

Summary

Town Staff, the Planning Commission, and the Comprehensive Plan Steering Committee have been working on the 2024 Comprehensive Plan for just over a year. After numerous discussions, public presentations, and iterations, the plan is complete and ready for adoption by the Planning Commission and Town Council. This plan will serve as the guiding document for land use and other decision making for five years, at which time it will need to be updated. The original plan and update will serve for ten total years before an entirely new plan is to be composed. That having been said, the plan can be updated at any time by recommendation of Planning Commission and adoption of an ordinance by Council.

Staff Recommendation

Staff recommends that Planning Commission adopt the attached resolution, which recommends adoption of the Comprehensive Plan by Town Council.



IRMO

— *Vision 2035* —

COMPREHENSIVE LAND USE PLAN

Draft Date: October 8, 2024
Adopted: TBD

ACKNOWLEDGMENTS

TOWN ADMINISTRATORS

Courtney Dennis, Town Administrator
Doug Polen, Assistant Town Administrator

TOWN COUNCIL

Bill Danielson, Mayor
Erik Sickinger, Mayor Pro-Tem
Dr. Barb Waldman, Town Councilor
Gabriel Penfield, Town Councilor
Phyllis Coleman, Town Councilor

PLANNING COMMISSION

Edward Wadelington, Chairman
Robert Cox, Vice Chairman
Judy DeLoach
Jeff Allen
Richard Scoggins
Ed Greco
Joseph Murphy

STEERING COMMITTEE

Ed Greco
Beach Loveland
Kerry Powers
Dr. Maxine Sumpter
Ed Wadelington
William Bowman

SPECIAL THANKS

Thanks to the citizens of Irmo who participated in this planning process through taking the survey and attending stakeholder interviews and public meetings. Also, a special thank you to the steering committee members for spending many evenings and hours guiding the development of the plan.

CONSULTANTS

Planning consulting services provided by Stewart and Boudreaux.



Table of Contents

Part 1: Introduction. 4

 Project Overview 6

 Study Area 7

 Plan Elements and Organization 9

Part 2: Input & Vision. 10

 Public Engagement 12

 Survey Results. 14

 Vision and Goals. 18

Part 3: Plan Elements. 20

 Population 22

 Land Use. 26

 Economic Development. 46

 Housing 54

 Cultural Resources 58

 Transportation 66

 Community Facilities 78

 Natural Resources. 84

 Resiliency 88

 Priority Investment Element TBD







INTRODUCTION

PROJECT BACKGROUND

Overview

An up-to-date Comprehensive Plan is a requirement for communities in South Carolina. It is also an essential tool for guiding growth and development in a way that reflects the desires and realities of the community it is meant to serve.

A comprehensive plan is a long-range planning tool designed to guide policy decisions related to growth and development, infrastructure and the natural environment in the Town of Irmo. The comprehensive planning process offers an opportunity to have a community conversation about a shared vision for the future and goals and strategies for realizing that vision.

STATE REQUIREMENTS

To plan is to actively prepare and organize for the future. Land use planning is the collaborative process, typically initiated by local government, to

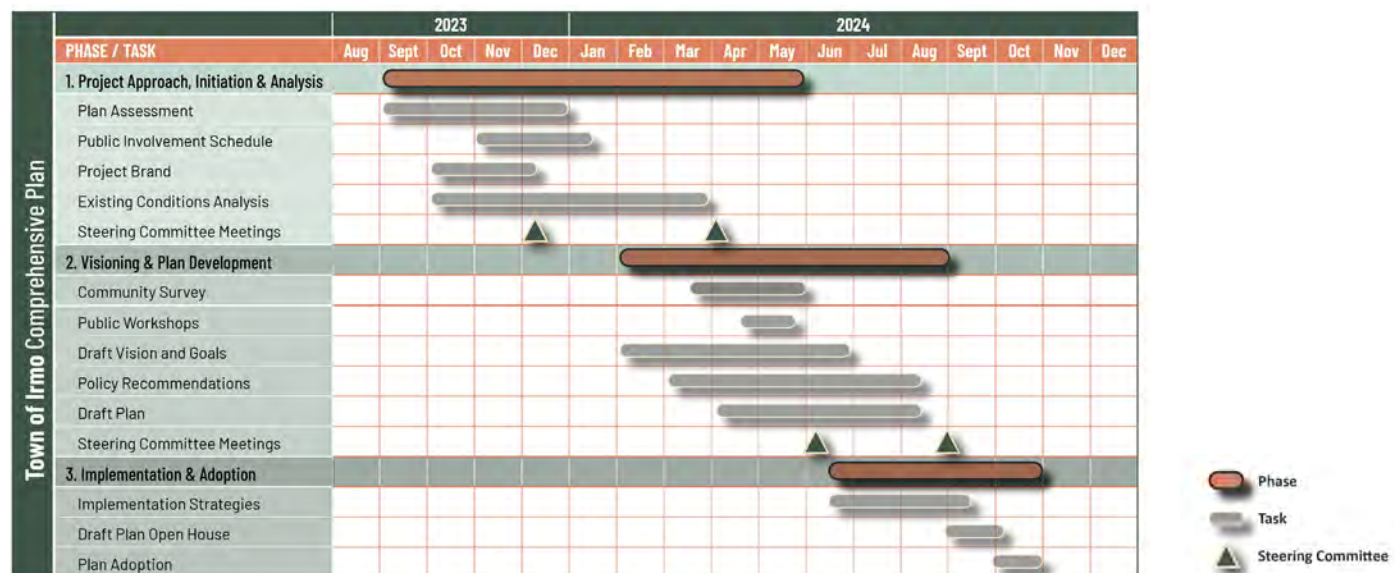
organize and prepare for future public and private land development under the local jurisdiction.

The South Carolina General Assembly enacted the Local Government Comprehensive Planning Act (*the Planning Act*) in 1994 to modernize and coordinate local government planning across the state.

The Planning Act (*SC Code Title 6, Chapter 29*) requires all governing bodies that exercise planning authority or enact zoning or land development ordinances must have a current comprehensive plan. Adopted plans must be reevaluated every five years and updated every ten years to remain current with the community's values and current trends. The State also requires ten plan elements and for all plans to adequately address each element. The ten elements must include the following three items within its discussion:

1. Inventory of existing conditions.
2. A statement of needs and goals.
3. Implementation strategies with time frames.

PLAN SCHEDULE



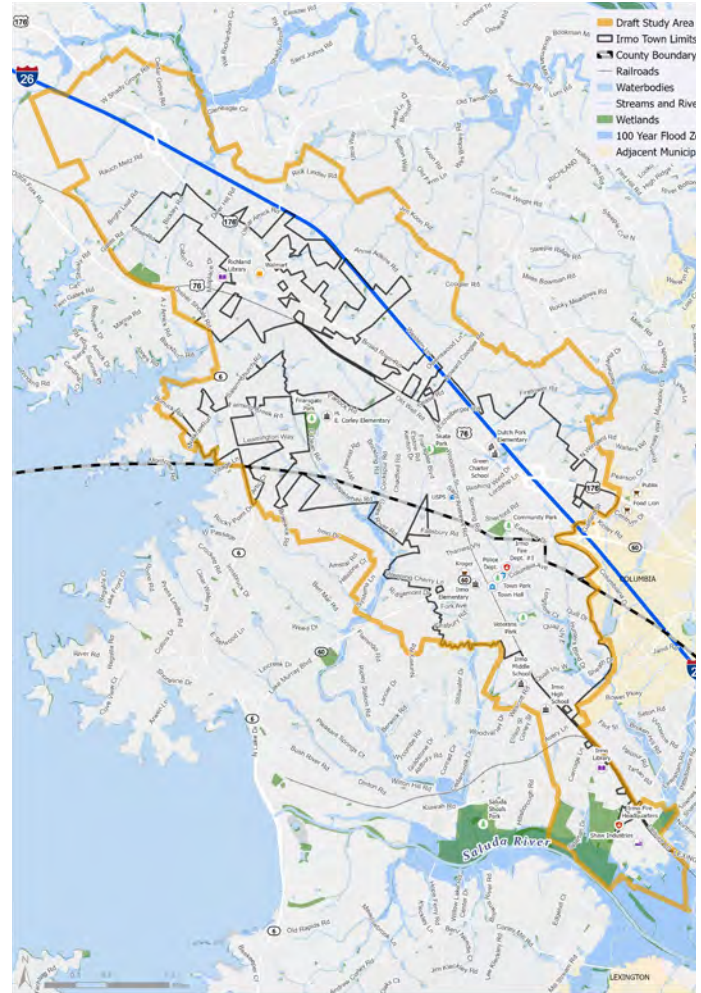
PROCESS

The process to update the Town of Irmo's Comprehensive Plan began in the Fall of 2023 and took about a year to complete. The process was split into three phases. The first phase was the project approach, initiation and analysis phase, where the Town and the project team collected and reviewed data. During this phase, a Steering Committee of local community representatives was created to help guide the planning process. The middle phase was the visioning and plan development phase. This was the longest stage and included the majority of the public events and engagement opportunities which helped to craft the guiding vision for the Town of Irmo and determine priorities that would shape the recommendations for the future. The draft plan and draft recommendations were presented and made available to the public for comment. The last phase of the project was the implementation and adoption phase. Here, the project team, along with the Town and other partners, laid out a broad plan of how, with whom, and when different recommendations should be carried out. Once that was completed and added to the document, the Vision 2035 Plan was presented to the Planning Commission for approval and Town Council for adoption.

STUDY AREA

The Town of Irmo is located in both Lexington County and Richland County, South Carolina. Irmo is also positioned Northwest of Columbia along Interstate 26.

Study Area Map



7.3 square miles
Irmo Town Limits

17 square miles
Study Area

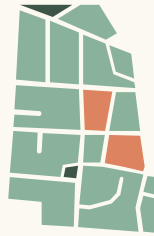
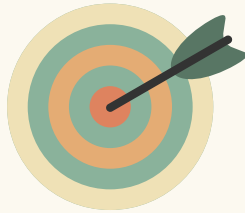
PROJECT BACKGROUND

WHAT IS A COMPREHENSIVE PLAN?

Comprehensive plans can impact the future layout and landscape of a jurisdiction for many years to come. Comprehensive planning is an important tool for planning jurisdictions to guide future development for residential, commercial, industrial, and public activities. In South Carolina, the Planning Enabling Act details the planning process in SC Code § 6-29-510 (2022).

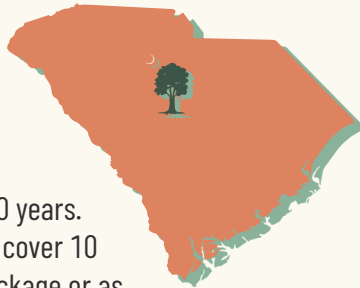


It is an expression of the community's vision for the future with a strategic map to reach that vision.



It is an advisory or guiding document that sets forth a vision and goals for the area's future and provides the overall foundation for all land use regulation. It is a policy document that shapes land use decisions, but it is not a legal ordinance.

It is required by the State of South Carolina for jurisdictions that want to enforce zoning regulations and must be reviewed every 5 years and updated every 10 years. The state also requires all plans to cover 10 plan elements in either a single package or as increments of a complete plan.



The comprehensive planning process helps communities identify issues before they arise, stay ahead of trends in land use development and redevelopment, and anticipate and navigate community trends and land use patterns.



INPUT

Adopting and amending a comprehensive plan should be a dynamic public process with an eye toward implementation. Public participation ensures broad and ongoing support, brings a variety of information and perspectives, and instills a sense of community ownership in the plan.



ADOPTION

The adoption process follows the same requirements as a legislative zoning decision: published notice, public hearing, reference to the planning board, and a motion and vote by governing board to adopt.



PLAN ELEMENTS

A comprehensive plan is required for all jurisdictions with planning programs and zoning laws. The State of South Carolina requires every Comprehensive Plan to address each for the following ten elements:



Population

Evaluates population and demographic trends, and projected growth



Economic Development

Describes the local workforce, and key aspects of the local economy



Cultural Resources

Describes cultural elements that are unique to the community such as historic properties, educational, religious, and entertainment institutions



Land Use

Looks at current and future desired land use patterns



Priority Investment

Identifies available funds for facilities and infrastructure, while also making recommendations for need-based projects

PLAN ORGANIZATION

Part Two includes information on public input gathered during the planning process. Part Three includes analysis and recommendations for each plan element. Part Four includes additional supporting information.



Housing

Evaluates housing types, location, age, affordability, and occupancy of the community



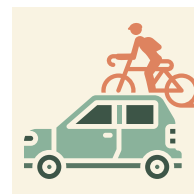
Natural Resources

Discusses natural resources such as wildlife and their habitats, floodplains, wetlands, and beaches



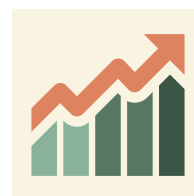
Community Facilities

Evaluates community assets regarding public safety, recreation, government, medical, education, and available public services



Transportation

Analyzes all modes of transportation, including roads, trails and pedestrian facilities



Resiliency

Identifies and analyzes impacts of flooding and other natural hazards the community faces





INPUT & VISION

PUBLIC ENGAGEMENT

The Irmo Vision 2035 Comprehensive Plan was developed in a process that prioritized community involvement and public input. The process emphasized collaboration between the project team and local planning staff, along with the steering committee and Planning Commission. Community members had an active hand in shaping the Plan's direction and priorities through the Steering Committee, stakeholder interviews, a project survey, pop-up events and public workshops.

STEERING COMMITTEE

The planning process was guided by the project Steering Committee, formed of members of the community. The Steering Committee met four times during the course of the project and provided valuable input on key components of the plan including engagement efforts, the vision and goals, priorities, and recommendations.

OKRA STRUT

To kick off the comprehensive planning outreach process, Town staff and members of the consulting team attended the Okra Strut and gathered input on things attendees love about Irmo and things they hope to see in Irmo's future.



STAKEHOLDER INTERVIEWS

As part of the early stages of the comprehensive planning community outreach process, the Town of Irmo hosted five stakeholder meetings across two days, February 12th and 13th, in the conference room at the Chamber of Commerce. These sessions were free flowing conversations that allowed those who know Irmo well to discuss with the project team current conditions, future projects, and community priorities. The first meeting consisted of Town staff, and other local and regional government and planning organizations. The second meeting included representatives from local real estate offices, developers, business owners, and economic development leaders. The third meeting consisted of individuals representing parks and recreation, tourism, and historic organizations in the area. The fourth and fifth meetings were made up of non-profits, neighborhood associations, local religious leaders, and residents who are active in the community.



PUBLIC OPEN HOUSES

As part of the early stages of the comprehensive planning community outreach process, the Town of Irmo hosted a public meeting on May 1st, 2024 in the Irmo Courthouse, and again at Loveland Coffee and Harbison Theatre at Midland Tech on May 2nd, 2024. The public meeting followed an open house format where attendees circulated around the room to different stations and provided feedback on different topic areas using poster boards and maps. Parks and Recreation preferences included greenways and trails, community events and restoration or resiliency projects. Residential development preferences included live-work units in mixed Use buildings and pocket neighborhoods. Some support was shown for traditional neighborhood design, suburban neighborhoods, conservation subdivisions, large-lot residential, small-scale multi-family and accessory dwelling units. Apartments and townhomes were the least supported development types.

Meetings were also held in September of 2024 at Young's Chapel AME Church and the Chamber of Commerce to present draft recommendations and gather feedback.



Things people LOVE and HOPE for in Irmo from the 2023 Okra Strut and Public Meetings.

Love...

- ◆ Warm friendly people
- ◆ Southern hospitality
- ◆ The Okra Man
- ◆ Irmo Schools
- ◆ Free dog park
- ◆ Small town
- ◆ Family-oriented
- ◆ Green space

Hope for...

- ◆ More grocery variety
- ◆ More playgrounds
- ◆ More park benches
- ◆ More events in the park, maybe concerts
- ◆ Live-work units
- ◆ Non-chain restaurants
- ◆ Fewer new apartment buildings
- ◆ An age friendly community
- ◆ Leadership in technology
- ◆ Become a destination
- ◆ Walkable urban center
- ◆ Locally owned, unique, artisan café and similar businesses
- ◆ Irmo town center near Town Park
- ◆ Improved traffic

COMMUNITY SURVEY

A 21-question community survey for the Irmo Vision 2035 Comprehensive Plan was developed and responses were gathered in the spring of 2024. The survey ran from April to July and received 642 responses.

The survey was advertised to the community using posted flyers and virtually using the Town website, Town Facebook page and email. Additional outreach was done at the Juneteenth Festival and through churches which resulted in a significant increase in responses from the African American community.

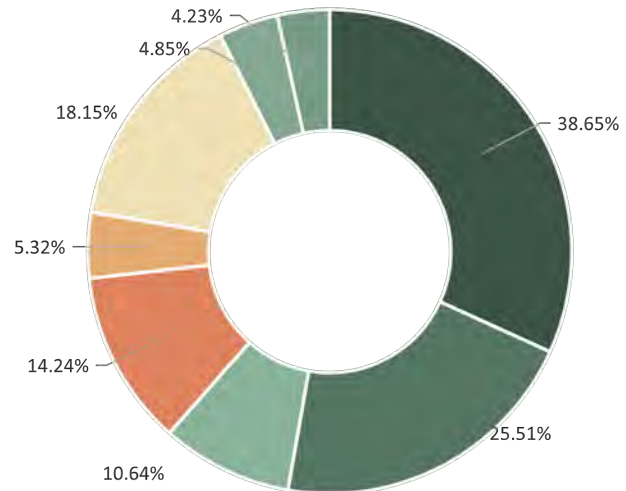
642

Responses to the Community Survey



COMMUNITY SURVEY RESULTS

Connection to Irmo



- Live in Irmo town limits
- Live in Richland County near Irmo
- Live in Lexington County near Irmo
- Former resident and/or a longtime visitor to Irmo
- Work in Irmo town limits
- Go to school here or nearby
- Own property within Irmo town limits
- Own and/or operate a business in Town of Irmo

LOVE IRMO? TAKE THE VISION 2035 PROJECT SURVEY!

Lend your voice to the **Vision** —
The project survey for the
comprehensive plan is open!
Use the link or QR code to take
or share the survey.

www.surveymonkey.com/r/IrmoVision



YOUR VOICE MATTERS IN IRMO!

The results from this survey will be used to
write and refine recommendations for the
Town and help to prioritize the next steps.
Take the survey today, and share it with your
friends, neighbors, and coworkers of all ages
who live, work, or are from the Irmo area!

IRMO
Vision 2035
**COMPREHENSIVE
LAND USE PLAN**

CONCERNS

Respondents to the survey indicated that safety and crime was their #1 concern. The remainder of the top three concerns included traffic and/or road maintenance and quality of public schools and services. Other concerns included the changing character of Irmo and the quality of new residential development.

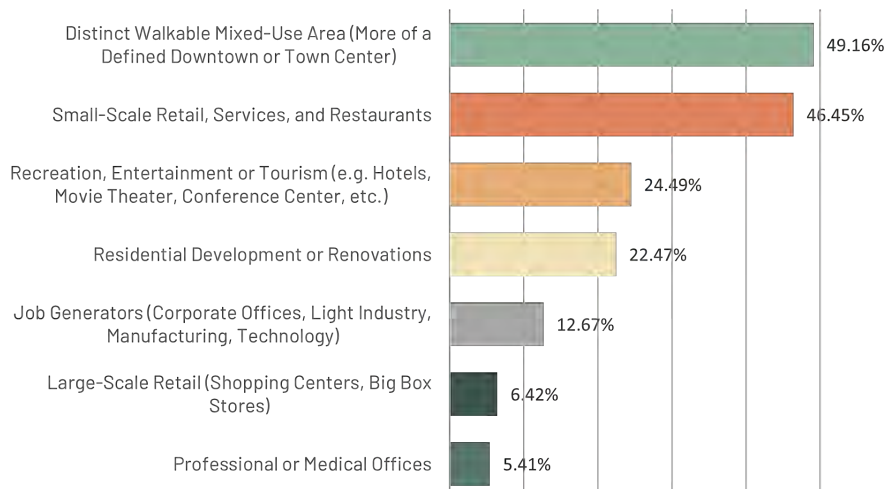
Top 3 Concerns for Irmo

#1 Safety & Crime

#2 Traffic and/or Road Maintenance

#3 Quality of Schools and/or Public Services

Development Preferences



DEVELOPMENT PREFERENCES

Responses indicated that a walkable, mixed-use area that could be a more defined Town Center is desired. The majority of respondents are interested in a home with a large yard, but a large percentage (41%) are interested in a house with smaller yard in close proximity to a park, greenspace or other amenities.

Top 3 Housing Preferences

#1 A house with a large yard, even if it's not near anything (e.g., shopping, services, parks, or schools).

#2 A house with a smaller yard within walking distance of a park or shared green space, or other community amenities.

#3 A low maintenance patio home, duplex, or townhome within walking distance or shopping, services, a park, or a school.



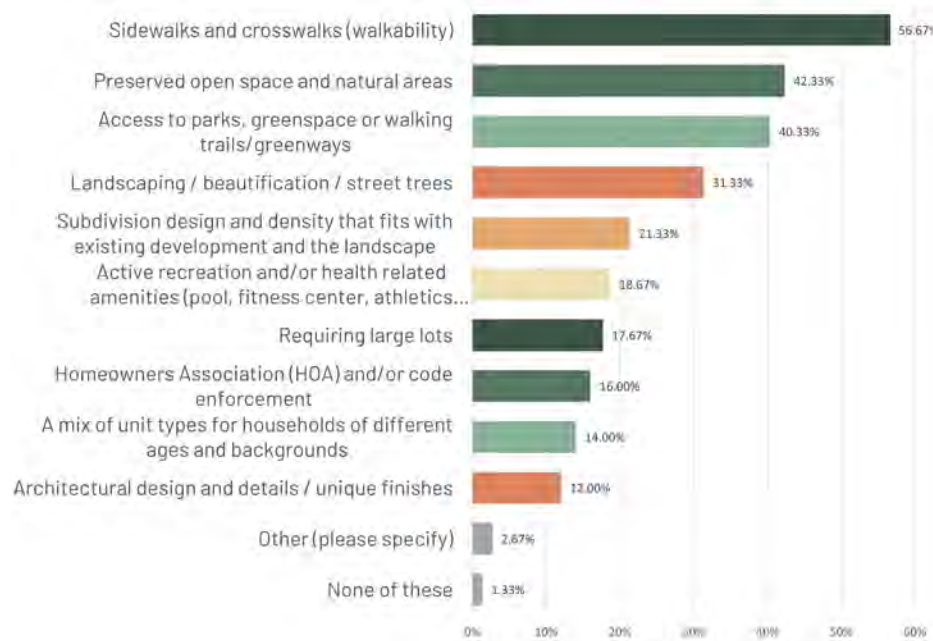
Typical home in Friarsgate

NEW NEIGHBORHOOD DESIGN

In the Vision 2035 Comprehensive Plan Survey, residents indicated that the most important qualities needed in new neighborhoods were pedestrian facilities for walkability and preserved open space and natural areas.

Access to parks, green space, or walking trails/greenways, landscaping and street trees and subdivisions design and density that fits in with existing development and the landscape were second tier priorities.

Most Important Qualities for New Neighborhoods



TRANSPORTATION PRIORITIES

Road maintenance was the number one transportation priority followed by intersection improvements, road widenings and sidewalks. Open-ended responses to questions about transportation priorities included improvements along Broad River Road, Dutch Fork Road, Highway 6, Irmo Drive, Lake Murray Boulevard, Bush River Road, and safer intersections along St. Andrews Road.

Transportation Priorities

#1 Road Maintenance

#2 Intersection Improvements or Redesign

#3 Road Widenings

#4 Sidewalks

PARKS AND RECREATION FEEDBACK

The survey included a number of questions related to park usage and priorities. The most frequently used Town parks are the Moore Park and Town Park. Priority improvements include an inclusive playground, an outdoor concert series, pollinator habitats and paved trails.



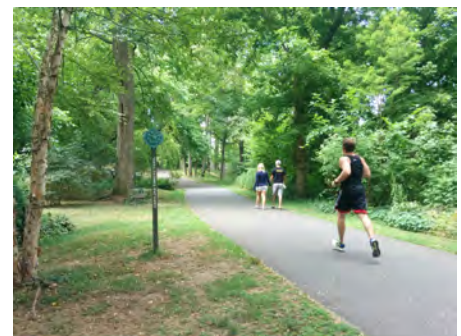
Inclusive Playground



Outdoor Concert Series



Pollinator Habitat



Paved Trails/Greenway Connections

Respondents were asked to give suggestions for improvements they would like to see in Irmo's Parks. Here are a few responses:

- ◆ "The parks should be fully connected as to be more pedestrian friendly."
- ◆ "Covering shades over Irmo Community Park playground sets. They get too hot with direct sunlight in the summer."
- ◆ "Additional cameras and lights at the parks. Would love to see more events at Irmo Park."
- ◆ "A splash pad would be amazing!"
- ◆ "I'd like to see more events like Spin Doctors last year. There was a good turnout and it was a nostalgic band people knew and were excited to see."

Top 5 Programs or Facilities that People want to see in Irmo

#1 Inclusive Playground

#4 Paved Trails

**#2 Outdoor
Concert Series**

**#5 Greenway/Bike
Connections**

#3 Pollinator Habitat

VISION & GOALS

Vision

Irmo is a safe, distinctive and attractive community that offers a blend of small-town and suburban lifestyles.

The Town is poised to grow with the Midlands by maintaining a diverse economic base and employing a balanced approach to growth. With the area's scenic beauty, access to recreational opportunities, cultural resources, and economic opportunity, Irmo is a welcoming place for people and businesses to call home.

Plan Goals

POPULATION

- ◆ Encourage growth in the Town's population and commercial base through infill, adaptive reuse and strategic annexation.
- ◆ Build a Town that allows residents from ages 8 to 80 to flourish.
- ◆ Support Irmo's diverse and dynamic population.

LAND USE

- ◆ Encourage a diversity of uses and infill development.
- ◆ Foster the development of an attractive community that reinforces town character and creates a strong sense of place.
- ◆ Continue to invest in the public realm.
- ◆ Pursue targeted annexation and financial resiliency.

ECONOMY

- ◆ Diversify and grow the economy in the Town of Irmo.
- ◆ Enhance the local economy through the capture of outside tax dollars and minimizing leakage.

HOUSING

- ◆ Promote quality residential development that maintains town character while meeting future needs by allowing a diversity of housing types in key locations.
- ◆ Continue code enforcement activities that maintain and improve the quality of neighborhoods.

HISTORY & CULTURAL RESOURCES

- ◆ Preserve and promote local history and identity.
- ◆ Continue to support local events to reinforce the identity of the Town of Irmo.

TRANSPORTATION

- ◆ Collaborate with local, regional, and state partners to provide a safe and efficient multi-modal transportation system.
- ◆ Maximize the efficiency of the existing roadway network.

COMMUNITY FACILITIES

- ◆ Maintain excellent public safety services.
- ◆ Improve park infrastructure to ensure safety and provide quality recreational opportunities for all ages.
- ◆ Ensure public utility infrastructure meets the future needs of the Town.

NATURAL RESOURCES & RESILIENCY

- ◆ Protect and maintain natural resources, including water quality, tree canopy and connected open space in the Town and surrounding areas.
- ◆ Preserve and protect water quality.
- ◆ Take steps to improve the air quality of the Town.
- ◆ Mitigate impacts of natural hazards and heat exposure.
- ◆ Improve critical facilities and response capabilities.
- ◆ Identify and assist vulnerable populations.
- ◆ Support financial resiliency.







PLAN ELEMENTS

POPULATION

Trends

Since 2000, Irmo's population has been steadily growing at an annual growth rate of 0.2%. In 2000, Irmo's population was 11,108. Since 2000, Irmo's population has increased by 461 people (+4.2%) resulting in a 2020 population of 11,569. Irmo's 2022 population is 11,942, which shows a continuation of growth.

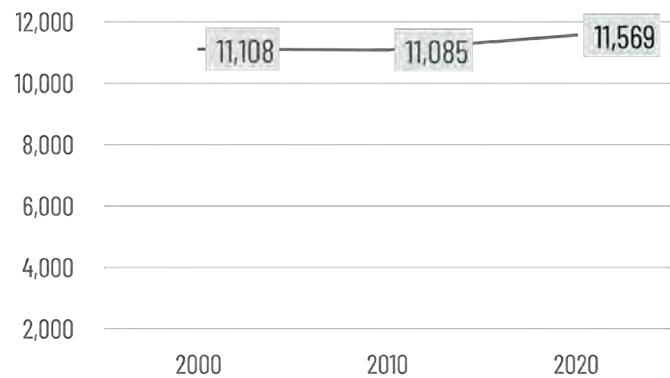
Irmo's study area, which includes town limits and the adjacent unincorporated areas has been growing faster than the Town. The study area population increased from 16,265 in 2000 to 20,239 in 2020, which is an increase of 3,974 people (24.4%). This represents a 1.1% annual growth in the study area population from 2000-2020.

AGE AND RACE

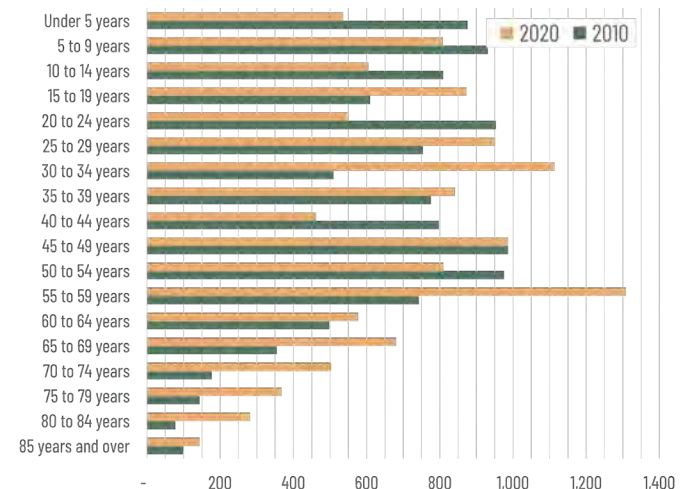
As of 2020, the Town of Irmo's median age was 39.6 years, up from the previous 2010 median age of 35.8 years. Irmo is comparable to the State in terms of median age with South Carolina's median age being 39.7 years. Irmo's largest age cohort in 2020 was individuals aged 55-59 years. The last decade has seen a significant increase in this age cohort as well as ages 30 to 34 years. This likely represents long-term residents remaining in Irmo and new families moving here.

In 2020, 87.73% of Irmo's population consisted of White (6,595) and Black or African American (3,554) identifying individuals. The Town of Irmo also has 663 Hispanic residents. Since 2010, the populations identifying as Black alone, American Indian alone, Asian alone, Native Hawaiian or Pacific Islander alone have increased, while the population identifying as White has decreased by 8.03%.

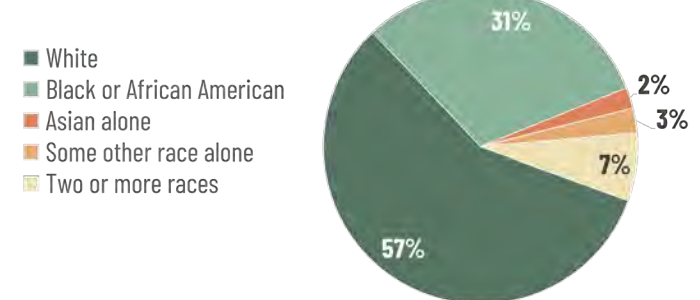
Irmo Town Limits Population, 2000-2020



Age Cohorts, 2020



Racial Makeup, 2020

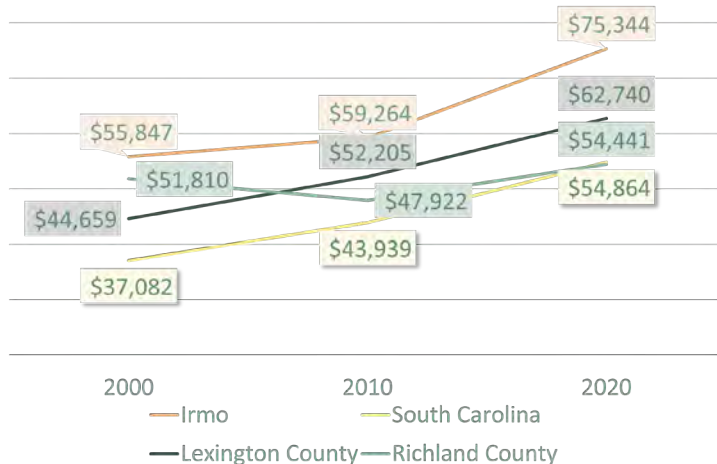




HOUSEHOLDS

As of 2020, there were 5,140 individual households within the Town of Irmo. Households in Irmo average 2.77 people in size, which is higher than both the Lexington and Richland County's averages of 2.51 and 2.45 respectively. Irmo's median household income of \$75,344 is relatively high compared to the State of South Carolina, as well as Lexington and Richland Counties (*see chart below*). The median income in Irmo is also higher than the neighboring towns of Lexington (\$71,850) and Chapin (\$59,514).

Median Household Income Comparison, 2020



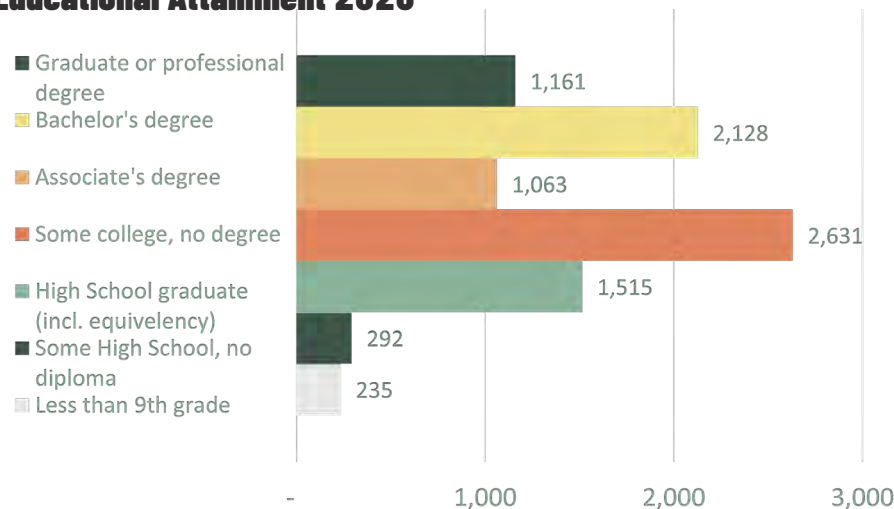
\$75,344

Median Household Income

2.77

Average Household Size*

Educational Attainment 2020



48%

**Adults over 25 with
Associates Degrees
or Higher**

Sources: Decennial Census (2020), *2022 ACS 5-Year Community Survey

POPULATION RECOMMENDATIONS

Irmo is poised to grow due to its location, quality of life and local economic and recreational opportunities. Growth can be accommodated through infill, adaptive reuse and strategic annexation. New development and Town investments in infrastructure and services should help to support residents of all ages and backgrounds.

Goal 1: Encourage growth in the Town's population and commercial base through infill, adaptive reuse and strategic annexation.

Strategy 1A: Encourage redevelopment of underutilized properties.

Strategy 1B: Pursue strategic annexations along I-26 and Broad River Road.

Strategy 1C: Consider annexation petitions from commercial and residential areas that would benefit from Town services.

- ◆ Evaluate annexation requests on a case by case basis to determine potential benefits and costs to the Town and existing residents and businesses.



Strategy 1D: Provide informational materials on potential benefits of annexation on the Town's website.

Goal 2: Build a Town that allows residents from ages 8 to 80 to flourish.

Strategy 2A: Assess and improve availability of accessible parking and pedestrian routes at Town facilities, including parks.

Strategy 2B: Identify opportunities to add benches in public spaces and parks.

Strategy 2C: Update playground equipment incrementally to appeal to a broader range of age groups and capabilities.

Strategy 2D: Improve walkability and pedestrian access across major intersections like St. Andrews Road and



"Third places" like Loveland Coffee provide spaces where community members can come together and create connections.

Lake Murray Boulevard and between neighborhoods, schools and parks.

Strategy 2E: Hold an annual Open Streets event that closes off a commercial corridor for pedestrian access to businesses.

- ◆ Evaluate potential of closing streets surrounding Town Park or at another suitable location.

Strategy 2F: Encourage businesses and events that build community connections.

Strategy 2G: Allow a mix of housing types in new communities and as infill on key sites where compatible with the character areas shown on the Future Land Use Map.

Goal 3: Support Irmo's diverse and dynamic population.

Strategy 3A: Support equity and cultural diversity through Town events, including Juneteenth, Irmo International Festival and the Cherry Blossom Festival.

Strategy 3B: Continue to encourage diverse representation on Town boards and Town staff.

Strategy 3C: Ensure Town staff are adequately equipped to refer inquiries for senior and/or translation services to appropriate agencies.

LAND USE

Trends

Existing land use is determined using a combination of parcel data and aerial imagery. As opposed to zoning, it represents an inventory of how the land in an area is used currently. It shows the quantities of individual uses and their spatial patterns.

The map on page 27 shows existing land use. Predominant land use in the study area includes single family residential, vacant/agricultural uses and commercial uses. Single family residential areas represent 40.7% of the study area and include a number of subdivisions including Friarsgate. Commercial areas are located along major roadways including Lake Murray Boulevard, Saint Andrews Road and Broad River Road.

Commercial development is important to the current and future fiscal health of the Town due to the fact that the Town of Irmo currently does not have property taxes and a significant portion of the local budget is funded through sales tax.

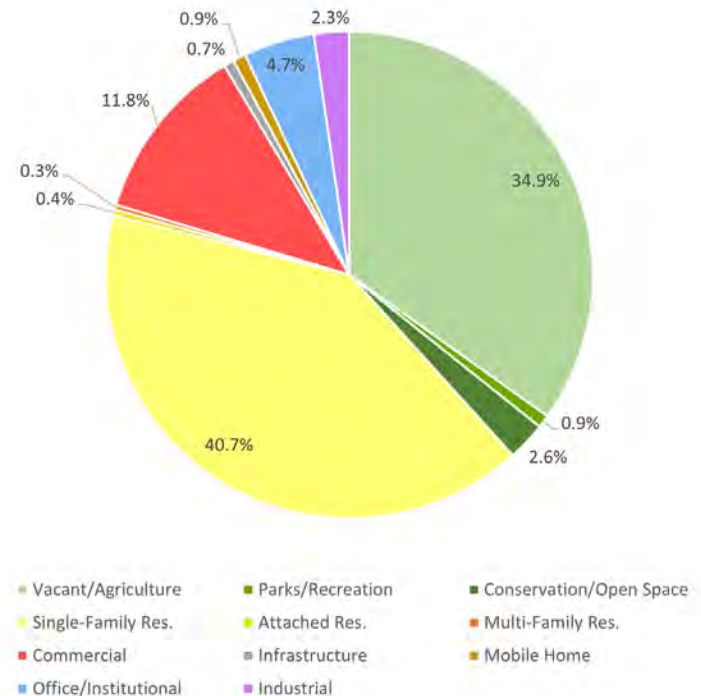
ISSUES

- ◆ Aging housing stock
- ◆ Reliant on commercial development for tax base
- ◆ No "downtown" or walkable area, but there is also controversy around the previous downtown proposal
- ◆ Development pressure across multiple jurisdictions, especially for multi-family
- ◆ Increasing number of new single-family residential homes are rental properties.

OPPORTUNITIES

- ◆ Low unemployment and increasing incomes
- ◆ Irmo is a desirable place to live
- ◆ Counties are focusing more on growth management with changes to allowable density, which could lead to more requests for annexation to towns

EXISTING LAND USE STATISTICS

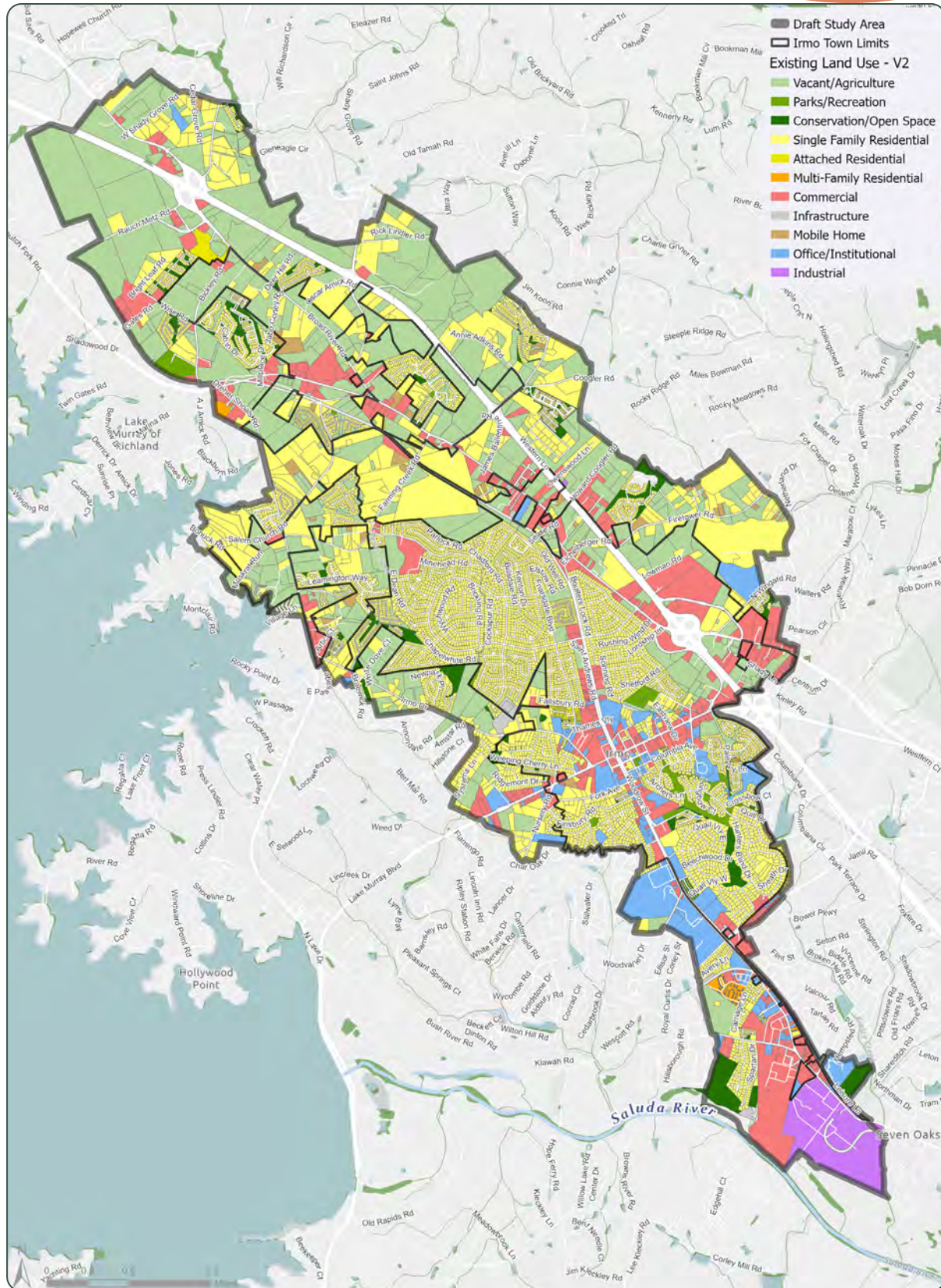


Existing Land Use	Combined Acreage	% of Total Acres
Vacant / Agriculture	3362.8	34.9%
Parks / Recreation	82.4	0.9%
Conservation / Open Space	247.6	2.6%
Single-Family Res.	3920.5	40.7%
Attached Res.	36.7	0.4%
Multi-Family Res.	31.3	0.3%
Commercial	1137.2	11.8%
Infrastructure	65.3	0.7%
Mobile Home	82.0	0.9%
Office / Institutional	453.6	4.7%
Industrial	225.0	2.3%
Total Acres	9644.4	100.0%

The statistics above show existing land use trends in the study area. These values are derived from tax parcel records.



EXISTING LAND USE MAP



Suitability

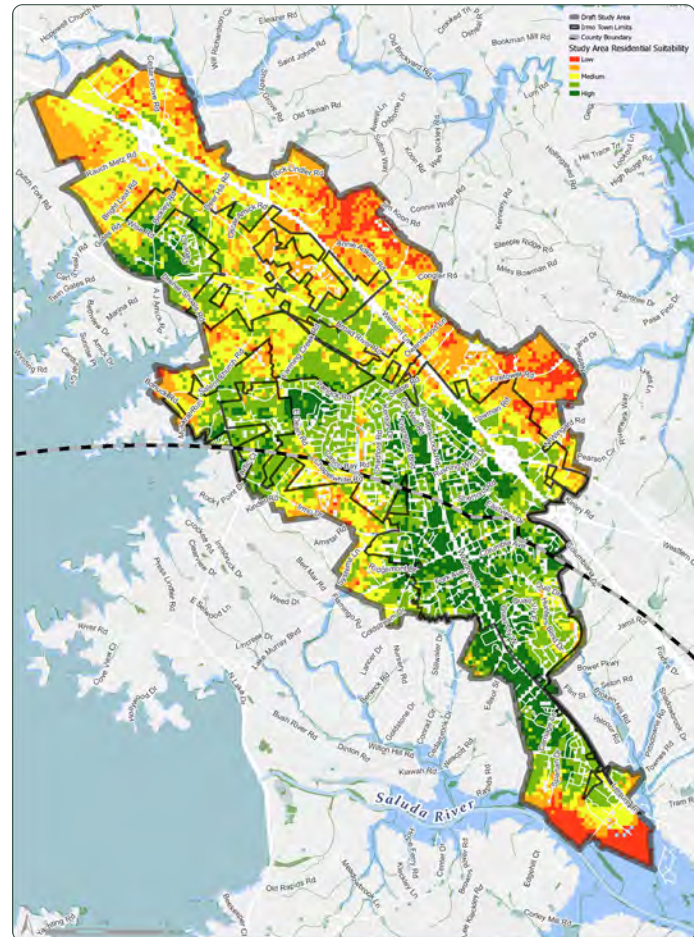
A land use suitability analysis was conducted using Geographic Information Systems (GIS) software. The analysis took into account environmental and economic factors that make land attractive for different types of development. The analysis was used to create suitability maps for residential, commercial and industrial land uses. These maps were used as an input, along with community and stakeholder input for identifying land use recommendations in the Plan.

The residential suitability map shows many areas of Irmo are suitable for residential development including the core of Town that is mostly developed as subdivisions and the main corridors where much of the existing commercial development is located. This indicates that many older shopping centers and strip commercial developments may be attractive for mixed-use development, including different types of residential in addition to commercial. The map also shows areas along Broad River Road and near the interchanges as being attractive to residential.

The commercial suitability map shows many of the major corridors suitable for commercial use, including Lake Murray Boulevard, Saint Andrews Road, Broad River Road and locations at key intersections and interchanges along I-26.

The industrial suitability analysis results are heavily influenced by property size, access to major roads and areas that are not in conflict with existing residential development. Existing light industrial areas and business parks are shown to be highly suitable, as are large tracts of land near I-26.

RESIDENTIAL SUITABILITY



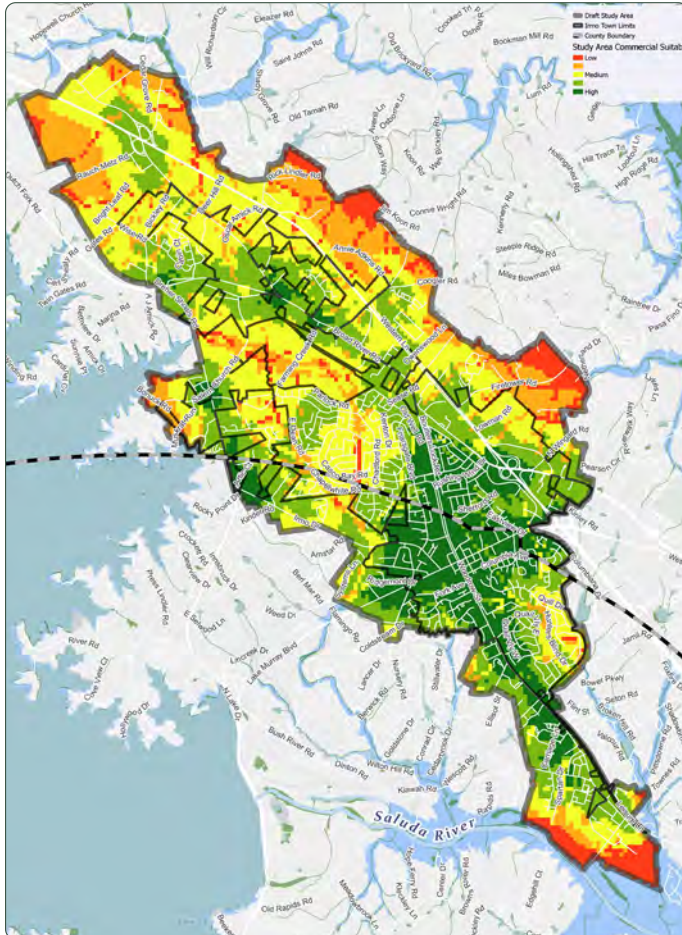
RESIDENTIAL SUITABILITY

ANALYSIS INPUTS

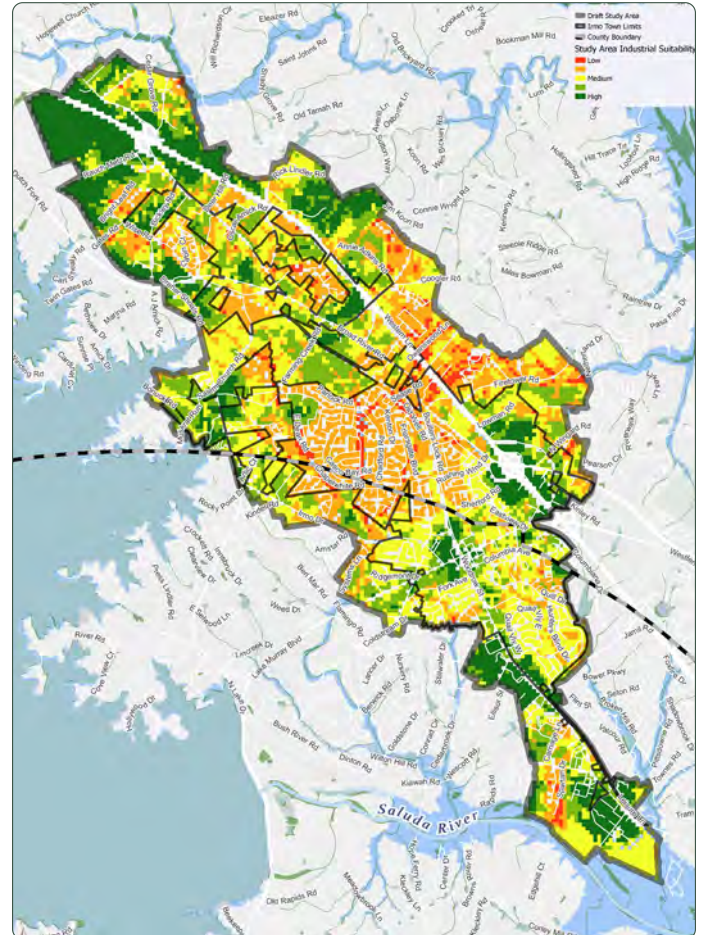
- ◆ Street density
- ◆ Density of existing residential development
- ◆ Proximity to commercial and services
- ◆ Proximity to schools and parks
- ◆ Distance from existing industrial areas
- ◆ Environmental constraints
- ◆ Steep slopes
- ◆ Proximity to major intersections
- ◆ Parcel size



COMMERCIAL SUITABILITY



INDUSTRIAL SUITABILITY



COMMERCIAL SUITABILITY

ANALYSIS INPUTS

- ◆ Density of existing residential development
- ◆ Proximity to commercial and services
- ◆ Proximity to the center of Irmo
- ◆ Proximity to high traffic roadways
- ◆ Proximity to major intersections
- ◆ Environmental constraints

INDUSTRIAL SUITABILITY

ANALYSIS INPUTS

- ◆ Distance from existing residential development
- ◆ Proximity to existing industrial development
- ◆ Proximity to interstate exits
- ◆ Proximity to major intersections
- ◆ Environmental constraints
- ◆ Parcel size

Future Land Use

The Future Land Use Map and associated character areas represent the Town's desired development pattern for the next 5-10 years. The Future Land Use Map and associated policies strike a balanced approach to growth by encouraging an attractive blend of small-town and suburban lifestyles and a diverse economic base while protecting the area's scenic beauty.

The Future Land Use Map includes nine character areas. These areas are described on the following pages and include the predominant land use or set of uses that exist or are expected in the area. These character areas do not propose a change to existing uses, but indicate shared uses and design characteristics for future development.

The Map is meant to guide land use decisions and overall development design in the Town of Irmo. As development occurs and infrastructure capacity changes, the Future Land Use Map or portions of the map are recommended to be periodically updated.

FUTURE LAND USE CHARACTER AREAS

Institutional & Parks

Low to Medium Density Residential

Mixed Residential

Neighborhood Center

Commercial Mixed Use

Town Center

Office & Employment

Live / Work

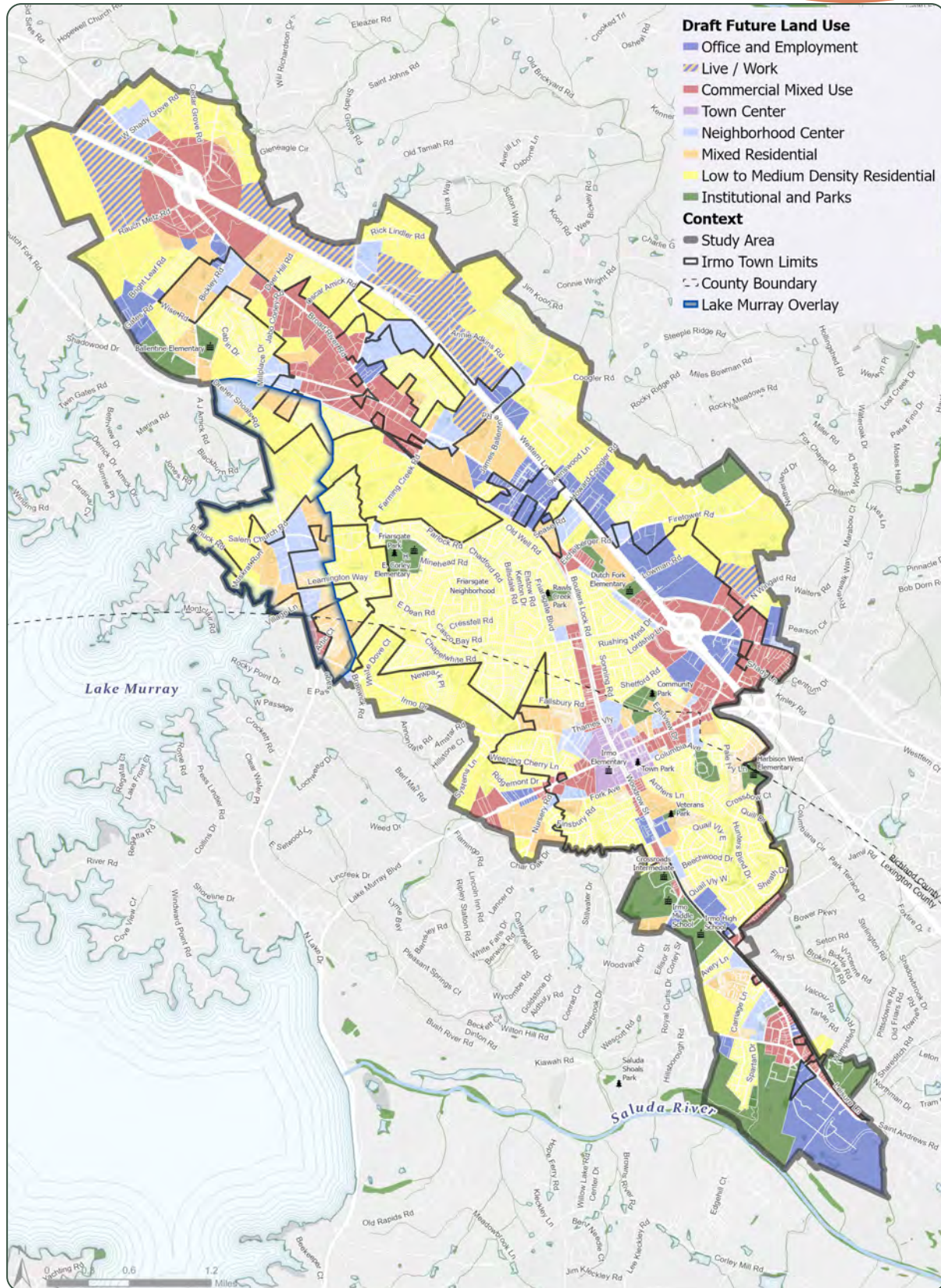
Lake Murray Overlay

FUTURE LAND USE MAP HIGHLIGHTS

- ◆ Identification of existing and future commercial corridors
- ◆ Acknowledgment of existing residential neighborhoods
- ◆ Guidance for future types of residential, including low to medium density neighborhoods, areas where a mix of residential is appropriate and mixed-use areas
- ◆ Defined Town Center that does not include areas in conflict with existing residential development
- ◆ Descriptions that allow for some flexibility on uses while emphasizing shared design characteristics of future development
- ◆ Lake Murray Overlay that identifies areas where new development should be designed to limit impacts on viewsheds and natural resources



FUTURE LAND USE MAP



Future Land Use Character Areas



Institutional and Parks

- ◆ Public buildings and uses, including government offices, schools and parks. These areas consist of land used for recreation, education and government services.



Low to Medium Density Residential

- ◆ Mostly single family with some attached housing as part of a planned development, negotiated residential district or infill.
- ◆ Density is typically 1-4 Dwelling Units per Acre (DUA), New development typically < 3 DUA. Infill areas may have isolated areas at higher densities.
- ◆ Home occupations and small-scale accessory commercial uses may be appropriate, depending on property and context.
- ◆ Typical subdivisions have curvilinear streets with medium sized blocks and integrated passive open space.



Mixed Residential

- ◆ Residential focus area which provides areas for housing near major transportation corridors and commercial areas.
- ◆ Typically smaller lots and more connected streets with short block lengths, sidewalks on both sides and street trees. Public open space is integrated into developments and includes common greens and plazas.
- ◆ In some areas a higher density mix of housing types (*including townhomes, house-scale attached structures (i.e. duplexes), cottages, etc.*) and senior living serves as a transition between commercial uses and lower-density residential areas.
- ◆ Density is typically 2-6 DUA with occasional higher density areas.
- ◆ Some small-scale professional office, service and retail uses may be appropriate depending on context.



Neighborhood Center

- ◆ Neighborhood Centers are generally located near concentrations of existing or planned neighborhoods, along key roadways or at major intersections.
- ◆ These areas have small-scale commercial, service and office uses that are typically less than 25,000 square feet and have a height of 1-2 stories.
- ◆ Building and parking design and lighting standards limit impact on existing residential development.
- ◆ May include limited areas of residential including a mix of housing types including single family homes, house-scale attached structures (*i.e. duplexes*), townhomes, live/work units and/or apartments.



Commercial Mixed Use

- ◆ Commercial and Mixed-Use areas that include a variety of uses including commercial, service, office and a mix of residential housing types.
- ◆ Commercial uses typically serve a larger area than Neighborhood Centers and include larger buildings and retail anchors.
- ◆ May include taller buildings (*max of 3-4 stories*).
- ◆ Limited areas of multi-family housing opportunities may be integrated as part of a mix of uses. As with residential uses, should be located in close proximity to shopping and services.



Town Center

- ◆ Mix of commercial, office and residential uses with integrated plazas or green space.
- ◆ Pedestrian-scale buildings and site design (*parking to side or behind buildings where possible*)
- ◆ Typical building height is 2-4 stories. Potential for taller buildings (*4-5 stories*) on key sites.
- ◆ Limited parking should be required as on-street parking and shared parking is encouraged.

Future Land Use Character Areas Continued



Office and Employment

- ◆ Mostly located along the I-26 corridor or in areas with a mix of business parks and light industrial uses.
- ◆ These areas are appropriate for offices, light manufacturing, warehousing, research and development, and flex space.
- ◆ These areas may also include a limited amount of supporting commercial uses, such as restaurants and convenience retailers to serve employees.
- ◆ Large-scale residential developments are discouraged in locations that are prime for businesses and non-residential uses.



Live / Work

- ◆ Areas where an existing mix of residential and commercial uses occur and areas of potential voluntary annexation. Annexation requests should be evaluated for their benefits to the Town.
- ◆ A mix of uses may be appropriate: new residential development, commercial and/or offices.
- ◆ A variety of residential types is expected with higher density development near interchanges and highways. Residential density should decrease and transition to single family homes near adjacent single family neighborhoods.



Lake Murray Overlay

- ◆ Areas proximal to Lake Murray where new developments should be designed in an environmentally sensitive manner to limit impacts on water quality and viewsheds.
- ◆ Environmental and open space commitments should include active and passive open space, riparian buffer standards that exceed minimums, and tree protection.
- ◆ New non-residential developments should be small in scale and incorporate architectural details including pitched roofs, quality materials, transparent facades and limited building height.
- ◆ Residential developments should be designed to fit with the land and create walkable neighborhoods with usable front porches, integrated greenspace and access to recreational amenities.



page intentionally left blank

LAND USE RECOMMENDATIONS

Irmo is positioned to grow. Land use recommendations in this element focus on how and where to encourage different types of development. The Town aims to sustain and create an attractive community that offers a blend of small-town and suburban lifestyles. Major land use recommendations focus on how to take advantage of the opportunities to provide businesses and residents a place to call home while reinforcing Town character.



Goal 1: Encourage a diversity of uses and infill development.

Strategy 1A: Encourage quality commercial development and redevelopment in opportunity areas.

- ◆ Primary commercial corridors include Lake Murray Boulevard, St Andrews Road, Woodrow Street, and Broad River Road.
- ◆ Interchange Areas at I-26 and Lake Murray Boulevard and Broad River Road also present opportunity for commercial development.

Strategy 1B: Consider rezonings to commercial in appropriate areas.

- ◆ Encourage rezonings to the General Commercial (GC) zoning district on larger commercial sites on main corridors and at key intersections.

- ◆ Encourage rezonings to the Neighborhood-Commercial (NC) zoning district or the Office-Commercial (CO) zoning district in areas where smaller-scale light commercial uses may be appropriate due to potential conflicts with existing residential uses.

Strategy 1C: Encourage redevelopment of aging shopping centers.

- ◆ Review and revise zoning ordinances where necessary to promote pedestrian-oriented commercial development and facilitate quality infill development.
 - ◆ *Pedestrian-oriented design features include limited parking in front of buildings, windows and architectural details on building facades, street trees and parking lot landscaping, and sidewalk connections along frontages, from parking areas to building entrances and to adjacent residential areas.*



Commercial land uses like the businesses along Lake Murray Boulevard are key to the Town's financial resiliency. Irmo does not have property taxes. However, its sales tax, hospitality tax, licenses and permits made up nearly 50% of town revenue in 2022.

- ◆ Allow for some residential as part of redevelopment, but ensure a minimum percentage of existing commercial is replaced (i.e. 50-75% of existing commercial space).

Strategy 1D: Encourage mixed-use development with active frontages in key areas to create a Town Center.

- ◆ Require new mixed-use development to have retail, restaurants or other active uses fronting key roadways or pedestrian ways.
- ◆ Areas that could contribute to the Town Center include the Town Hall / Town Park Area and frontages along Woodrow Street and Carlisle Street.

Strategy 1E: Consider allowance for Accessory Commercial Units on residential properties that meet defined standards.

- ◆ Standards could include minimum property size, setbacks, parking requirements and/or buffering.

Goal 2: Foster the development of an attractive community that reinforces Town character and creates a strong sense of place.

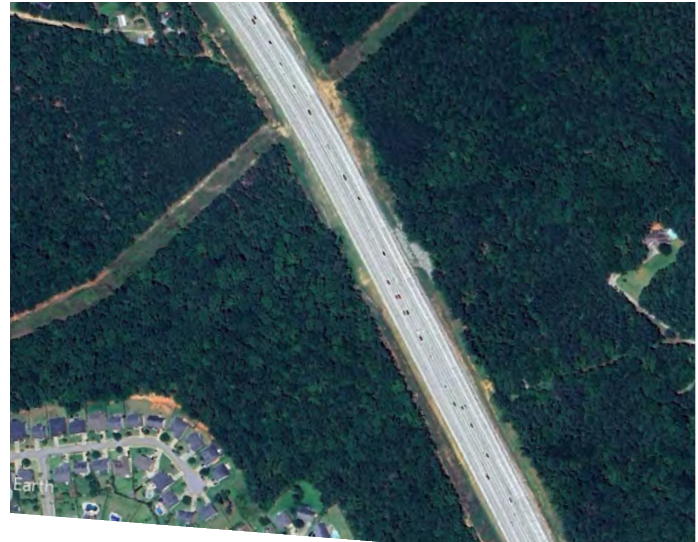
Strategy 2A: Maintain and enhance standards for commercial corridors.

- ◆ Continue to utilize commercial site and landscape standards to ensure development is compatible with the aesthetic of the Town of Irmo.

- ◆ Require connected parking lots, shared driveways and access management along major corridors.

Strategy 2B: Maintain and consider updates to development standards for particular uses or locations.

- ◆ Maintain conditional standards for self-storage units.
 - ◆ *Allow self storage units in the Light Manufacturing (LM) district only via a Special Exception.*
 - ◆ *Require landscape buffers and maintain or establish architectural or material standards.*
 - ◆ *Consider a requirement for a minimum separation or setback requirement from major corridors (i.e. Lake Murray Boulevard, Broad River Road, and St. Andrews Road).*
- ◆ Encourage tree preservation and architectural or site design standards for development adjacent to I-26.
 - ◆ *Require the preservation or planting of trees adjacent to I-26. An incentive based approach could require a planted buffer and provide credit for preservation of existing trees.*
 - ◆ *Limited exceptions could be made to account for large frontages or narrow properties. Visible buildings should meet material standards and/or include architectural details such as a minimum amount of transparency.*



Above: Large sections of the I-26 corridor are flanked by forest. Preserving trees along the highway can reduce noise.

Below: Preservation of tree buffers with a minimum width of 65-100 ft is recommended for noise reduction near residential development. (Conservation Buffers: Design Guidelines for Buffers, Corridors and Greenways, U.S. Forest Service)





Strategy 2C: Require appropriate buffering and other transitions for new development near existing subdivisions.

- ◆ Review and update buffer requirements to emphasize noise and light attenuation and use of native plants.
- ◆ Through updates to standards or the rezoning process encourage the scale and intensity of new development to transition to residential uses closer to existing subdivisions.

Strategy 2D: Maintain and enhance design standards for new residential developments especially those of medium to higher density.

- ◆ Review standards related to open space, tree protection, stream buffers, site buffers, sidewalk and street standards, lot width and access to improve design of new development.
- ◆ Encourage a mix of natural and improved open space in new developments.
- ◆ Require multiple accesses and exits in residential developments > 30 units.
- ◆ Require connected roadways and pedestrian connections within the site and to nearby sidewalks, greenways and other destinations.



Recent residential development in Irmo.

- ◆ Continue to discourage “Fanny First” development design where the rear areas of high density housing are facing major roadways. This can be avoided with site design choices that incorporates open space, berms and landscaped buffers.
- ◆ Consider requiring street trees, on-street parking, and/or alley loaded access for a percentage of townhomes and narrow lots. These requirements could come with a reduced setback.

Strategy 2E: Utilize the Negotiated Residential (NR) District and review process to allow design flexibility while encouraging quality new residential development.

- ◆ Consider updates to base standards to address ongoing aesthetic or character concerns with residential development.

Strategy 2F: Establish policies and programs focused on neighborhood preservation and enhancement.

- ◆ Coordinate with community organizations, churches and other non-profits to understand needs of existing communities.

Strategy 2G: Maintain adequate code enforcement staffing and conduct proactive enforcement activities.

- ◆ Continue to enforce rental registration program and monitor occupancy trend shifting from owner to renter.

Goal 3: Continue to invest in the public realm.

Strategy 3A: Pursue streetscape improvements in key areas.

- ◆ Streetscape improvements would depend on location but could include pedestrian improvements, aesthetic improvements (i.e. new mast arms) and/or street trees or on-street parking.
- ◆ Candidate locations include:
 - ◆ *Along streets in the Town Center to complement park and future private development - see Town Center Recommendations for more detail.*
 - ◆ *Along Lake Murray Blvd to improve aesthetics of the principal gateway.*
 - ◆ *At Lake Murray Boulevard and Woodrow Street and Saint Andrews Road.*



Mast arms could be paired with burying of utilities to reduce visual clutter in key areas of Town.

Strategy 3B: Pursue the construction of a new Town Hall near the Town Center area designated on the Future Land Use Map.

- ◆ Work toward identifying a location for a new Town Hall in the vicinity of Town Park.

Strategy 3C: Study improvements to Moore Park and Church Street.

- ◆ Improve signage for Moore Park.
- ◆ Improve pedestrian and vehicular connections to Moore Park.
 - ◆ *This could include a sidewalk / multi-use path along Church Street and/or Moseley Avenue and/or a roadway connection (to Woodrow St.).*



Goal 4: Pursue targeted annexation and financial resiliency.

Strategy 4A: Develop an annexation strategy to identify location and types of properties to target.

Strategy 4B: Support efforts of Municipal Association of South Carolina (MASC) to lobby for Zero millage cities to establish property tax options.

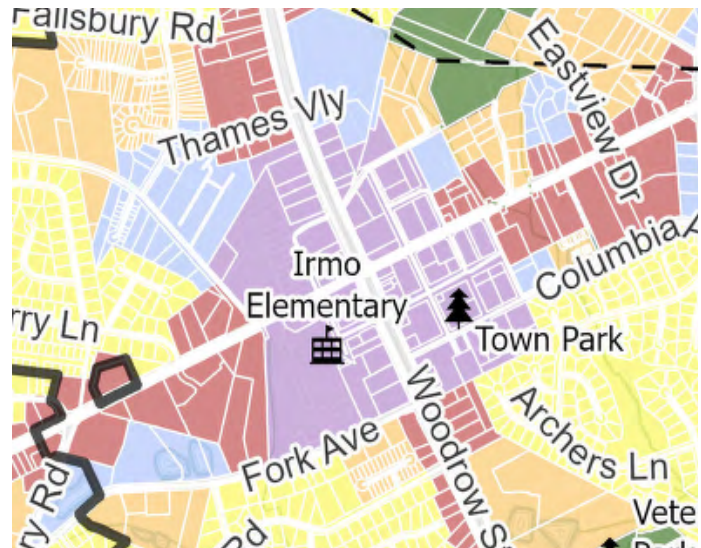
Strategy 4C: Consider long-term financial implications (potential tax revenue) during major development decisions.

Town Center Recommendations

During the public engagement there was significant support for a walkable mixed-use area. There was also concern about a previous proposal for a “downtown” area near Moore Park. The following recommendations outline steps that could be taken to create more of a center of activity while respecting nearby residential areas.

PUBLIC AND PRIVATE INVESTMENT

- ◆ Continue to maintain and update Town Park.
- ◆ Consider updating the name of Town Park.
- ◆ Plan for new Town Hall site near the Town Center area and coordinate with neighbors on customizing its design.
- ◆ Plan for streetscape upgrades in the vicinity of the Town Center to complement Town Park and new Town Hall and encourage private investment nearby.
- ◆ Streetscape upgrades could include the addition of sidewalks, on-street parking and/or street trees.
- ◆ Candidate streets in the southeast quadrant of the Town Center include
 - ◆ *Woodrow Street: Pedestrian improvements*
 - ◆ *Columbia Avenue (66 ft ROW): Lighting, potentially curb and gutter, drainage*
 - ◆ *Lexington Avenue (100 ft ROW): Streetscape improvements (sidewalks, lighting, angled on-street parking)*
 - ◆ *Childs Street: Sidewalk*
- ◆ Candidate streets in the northeast quadrant of the Town Center include
 - ◆ *Carlisle Street (75 ft ROW): Sidewalk on east side, add on-street parking, curb and gutter*
 - ◆ *Laurens Street (75 ft ROW): Sidewalk, on-street parking*
 - ◆ *Mowers Street (75 ft ROW): Study the addition of a pedestrian connection*
 - ◆ *Moseley Avenue (45 ft ROW): Pave Moseley and create a pedestrian connection to Moore Park*

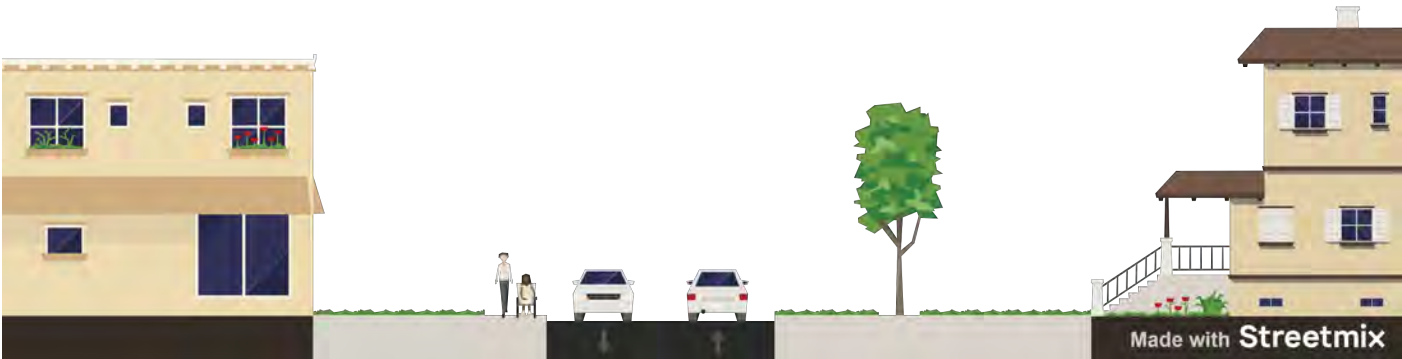


The Town Center is recommended to include incremental public improvements, infill and redevelopment a few blocks in each direction from the center of Town.

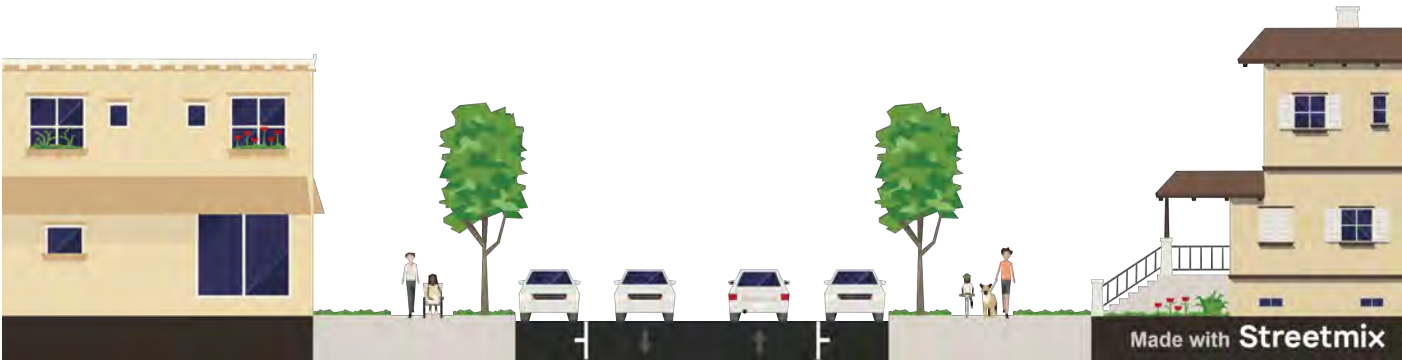


Streetscape Improvement Example

Carlisle Existing



Carlisle Future



Large rights-of-way in the center of Irmo could be utilized to add on-street parking, sidewalks or other amenities. The above example shows the existing condition of Carlisle Street and a potential streetscape improvement where a sidewalk is added on one side and on-street parking is added to provide parking for Town Park or new businesses that could be located in the vicinity.

- ◆ Encourage the use of shared parking and consider locations for centralized parking (long-term).
- ◆ Review and revise zoning ordinances where necessary to promote pedestrian-oriented commercial development and to facilitate quality infill development.
- ◆ Study and address zoning ordinance barriers to redevelopment in the Town Center.
- ◆ Encourage pedestrian-oriented design.
 - ◆ *Consider the use of build-to lines or reduced setbacks*
 - ◆ *Reduce parking requirements in lieu of on-street parking spaces as part of development*
 - ◆ *Orient private parking to the sides or rear of buildings*
 - ◆ *Require ground floor windows on street-facing facades*
- ◆ Analyze the existing Mixed-Use Development District and evaluate if this district is appropriate for new development in the Town Center. Consider a new district or an overlay with form-based standards.



New development in the Town Center could include mixed-use buildings and some residential to activate Irmo's historic center.

INCREASED ACTIVITY

- ◆ Encourage mixed-use development with active frontages in key areas to create a Town Center.
 - ◆ *Key frontages include the Town Hall / Town Park Area and the Woodrow Street Frontage.*
 - ◆ *Allow for residential as part of the mixed-use development, but require a percentage of commercial or office space.*
- ◆ Encourage new food and beverage offerings (not fast food or drive thrus) within the Town Center.
 - ◆ *Where possible encourage outdoor seating that is shaded and protected from vehicular traffic (landscape buffer).*



- ◆ Encourage new residential units in the vicinity of the Town Center area. This could include live/work units, townhomes, small-scale multifamily homes or cottage homes.
- ◆ Continue to utilize Town Park for events and festivals.
 - ◆ *Consider expanding event boundaries to include one or more streets that would be closed to vehicular traffic during the events.*
- ◆ Consider the installation of public art, beautification projects and/or historical/educational signage to complement the existing Town Park or Town Hall site.



The Irmo Town Park is a great amenity for residents, although it is difficult to walk or bike to due to lack of pedestrian crossings on major roads nearby.

IMPROVE WALKABILITY

- ◆ Improve pedestrian safety, accessibility and comfort in the Town Center area through the addition of sidewalks, widening of existing sidewalks, installing crosswalks and/or the addition of pedestrian signals.
- ◆ Key crossings that need pedestrian improvements include Lake Murray Boulevard and St. Andrews Road.
- ◆ Key roadways without adequate pedestrian facilities include
 - ◆ *Woodrow Street (especially north of Lake Murray Boulevard)*
 - ◆ *Columbia Avenue*
 - ◆ *Carlisle Street*
- ◆ Improve pedestrian lighting in the Town Center area.
- ◆ Improve connections to key destinations just outside the Town Center including between Town Park and Moore Park

BRANDING AND DEFINITION OF TOWN CENTER DISTRICT

- ◆ Create a brand identity for the Town Center and celebrate through banners, signage, streetscape and site amenities, placemaking through public art and landscaping.
- ◆ Market and promote the Town Center as the retail and cultural center of Town.

ECONOMIC DEVELOPMENT

Trends

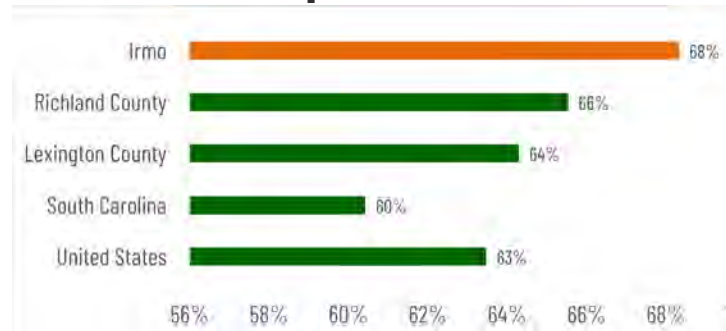
An intentional approach to economic development is vital to the future of Irmo.

Due to local tax structure, a prosperous local business ecosystem plays a critical role in maintaining a high level of community services for Town residents. The local population can be characterized by relatively high median household incomes and high workforce participation; however, very few individuals both live and work inside Town limits. This section advocates supporting local entrepreneurship and a diverse array of businesses and job opportunities alongside strategic infill, targeted annexation, and development of a town center while continuing to capture outside tax dollars to ensure a prosperous economic future.

LABOR FORCE

Labor force participation is a percentage that reflects the proportion of residents aged 16 or older who are employed or actively seeking work. The Town of Irmo's labor force participation rate stands at a robust 68% according to American Community Survey (ACS) data. Irmo's high labor force participation rate surpasses not only the national mean of 63% but also exceeds the rates for South Carolina (60%), Lexington County (64%), and Richland County (66%). This demonstrates a strong and engaged workforce within Irmo.

Labor Force Participation



Lake Murray Boulevard is a primary corridor for retail and services in Irmo's economy



Employment by Sector, 2020



EMPLOYMENT SECTORS

The table above illustrates the primary sectors of employment for Irmo residents. According to 2020 ACS data, the largest sectors by employment include education, health care, and social services with 1,269 individuals employed (21% of Irmo residents), followed closely by retail at 798 individuals employed (13%) and construction with 695 (11% of residents employed).

INDUSTRY GROWTH

Town of Irmo residents experienced an overall increase in employment in the 10 years between 2010 and 2020. The greatest job growth occurred in the construction industry with a 136% increase. Jobs in the information sector experienced 82% growth; however, the industry overall only accounts for 2% of the overall employment for Irmo residents with 144 jobs. Likewise, the wholesale trade and transportation, warehousing and utilities sectors experienced increases of 21% and 16% respectively, accounting for 8% of overall jobs.

GROWING SECTORS 2010-2020



+136%
Construction Jobs



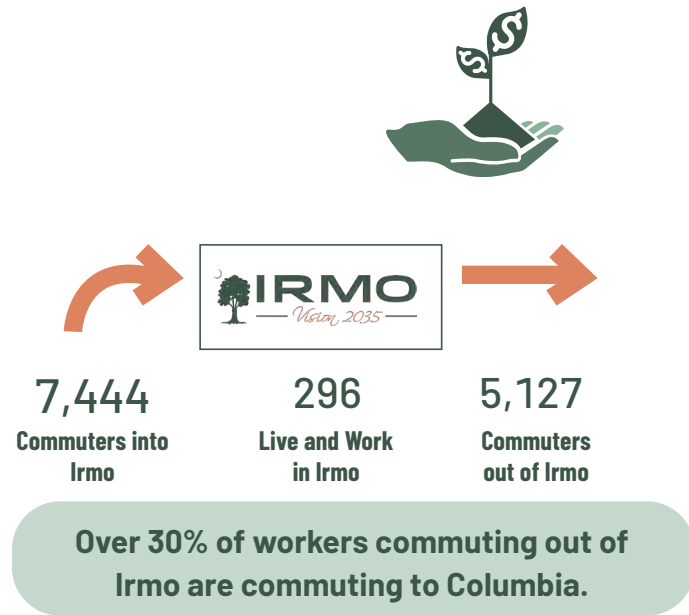
+82%
Information Jobs



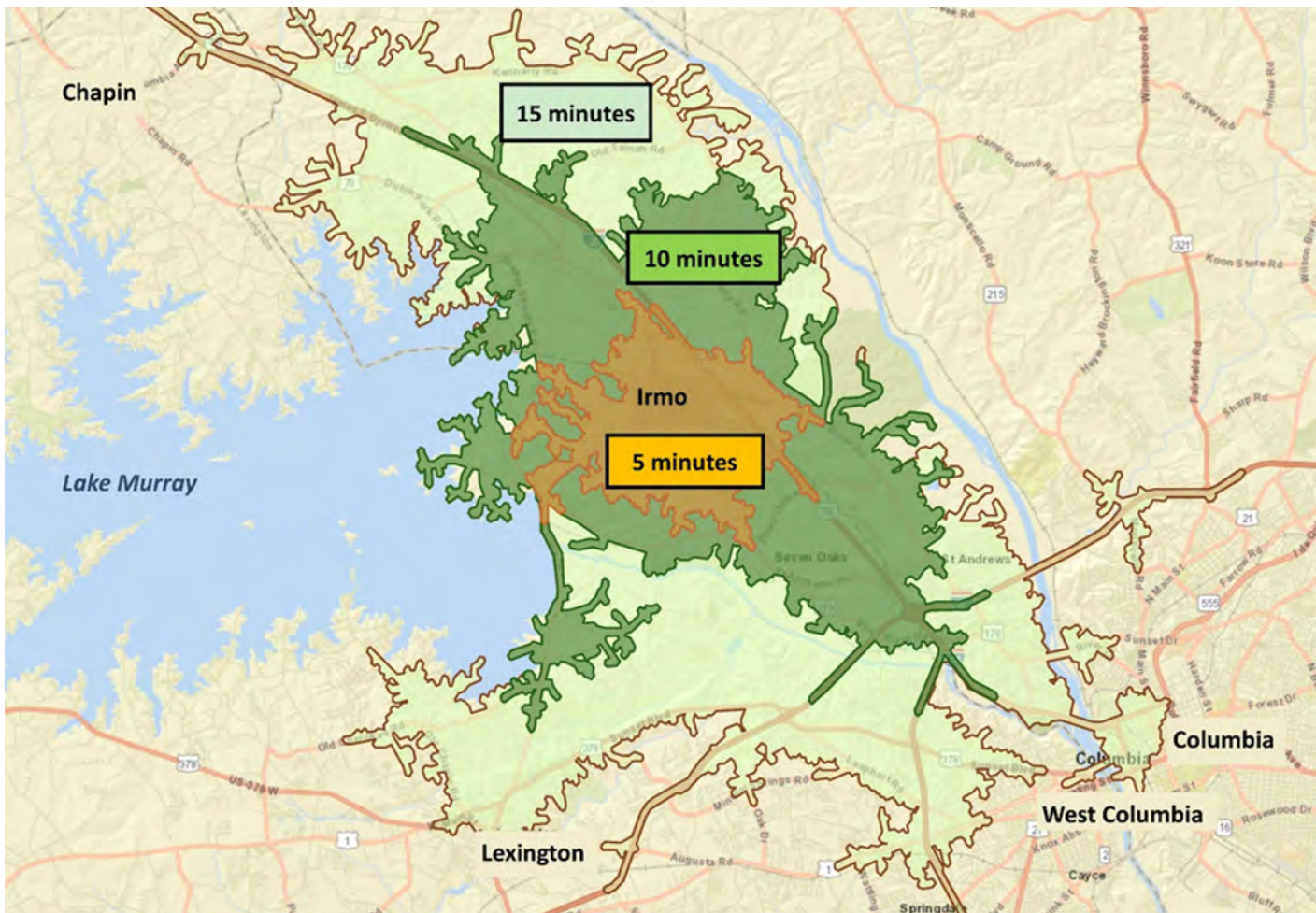
+21%
Wholesale Jobs

COMMUTING PATTERNS

Irmo experiences a significant daily workforce exchange, with 7,444 workers commuting into Town while 5,127 residents commute outside the community for work. Only 296 residents both live and work within Irmo. The mean commute time for Irmo residents is 24 minutes, which is shorter than state and national measures (25 minutes and 36 minutes, respectively), indicating good access to employers within the metropolitan area. These commuting patterns highlight Irmo's strong connectivity and contribute to its appeal as a residential and employment hub.



Drive Time Map





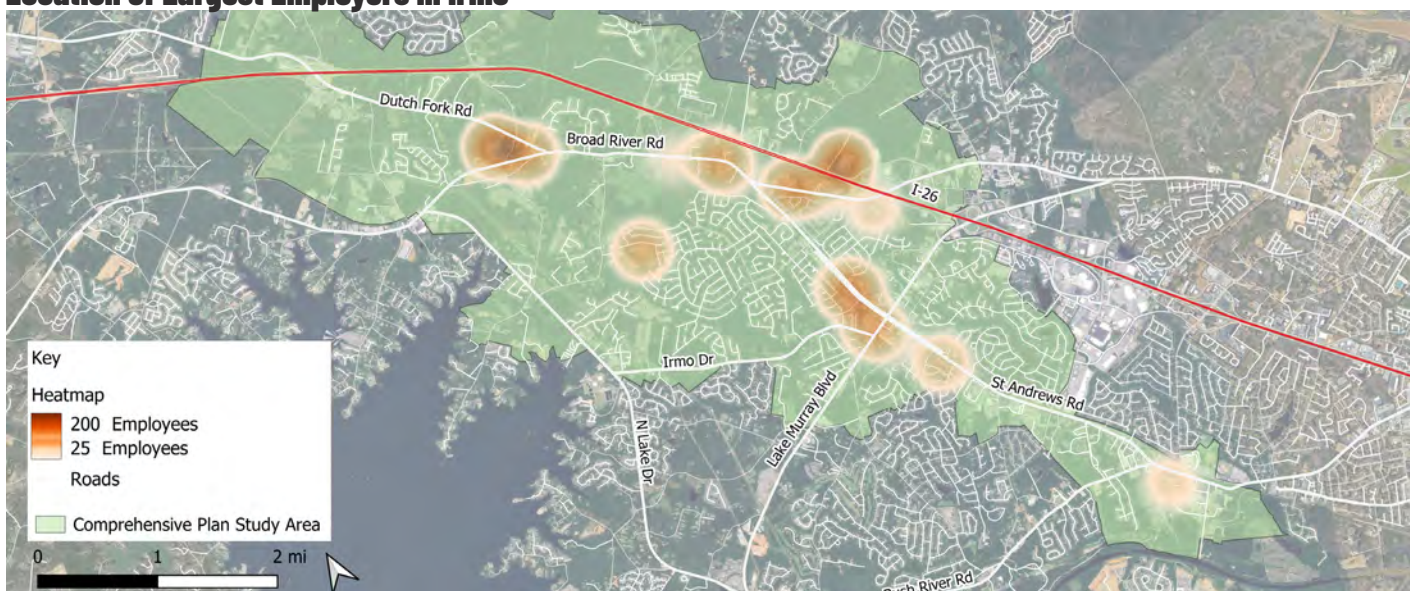
EMPLOYMENT DRIVERS

Economic Base Analysis uses “location quotient” (LQ) to compare local proportion of industry employment to broader areas. The chart shows Irmo’s LQ versus South Carolina’s LQ. An LQ above one (*highlighted in orange*) indicates a higher local employment proportion than the state level. Irmo residents have notably higher proportions of employment in the areas of public administration, services, finance, insurance and real estate, information, and construction.

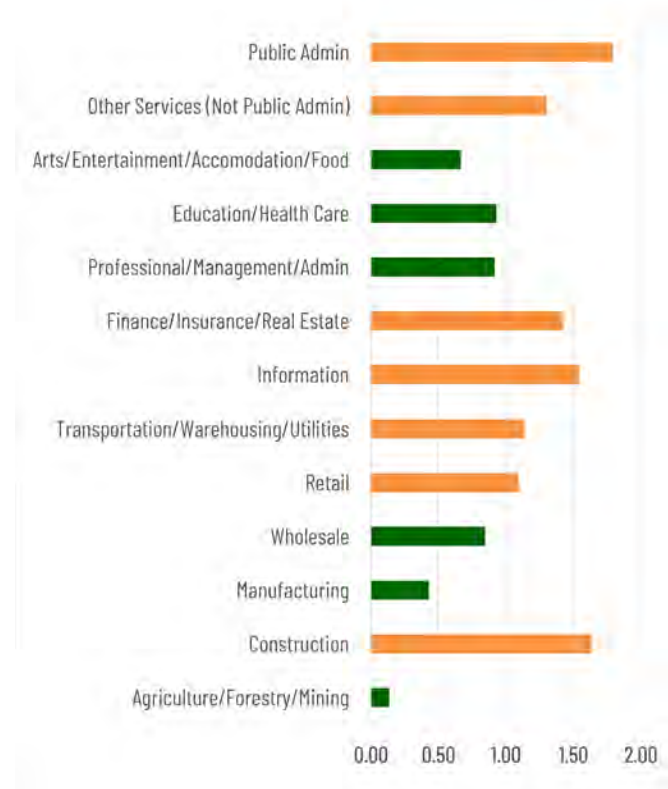
Large Irmo Employers

The map below depicts the location of larger employers (25-200 employees) in Irmo. These businesses generally represent educational institutions, or construction, large retail, and medical businesses, which cluster in three general areas: I-26 on Broad River Road, at the Lake Murray Boulevard and St. Andrews Road intersection, and west of Broad River and Dutch Fork Road. However, most Irmo businesses employ fewer than 25 people, with service and retail uses primarily located along Lake Murray Boulevard and St. Andrews Road.

Location of Largest Employers in Irmo



Economic Base Analysis (LQ), 2020



ECONOMIC DEVELOPMENT RECOMMENDATIONS

The Town of Irmo exhibits strong economic health with opportunities for improvement. The economic profile for the community is positive with comparatively high median household income and labor participation. Likewise, mean travel time to work for Irmo residents is lower than that same measure for Lexington County and state-wide, indicating convenient access to jobs. These data reinforce the relationship between the Town of Irmo and the greater Columbia area as workers throughout the Midlands chose Irmo as a place to live.

These recommendations focus on improving the growth and sustainability of businesses and commercial sites within the community. In the absence of local property taxes, town budgets rely significantly on the performance of local businesses through sales tax and business licenses. Consequently, the Town of Irmo will continue to provide low barriers to entry for businesses and employers in the community through responsive customer service and a clear and predictable regulatory environment. Likewise, this plan recommends both quality infill and targeted annexation to facilitate business growth through the built environment to broaden the base. However, data indicate that only 296 individuals both live and work in the Town of Irmo with 5,127 residents leaving the community each day and 7,444 workers commuting into Town. This workforce exchange presents the opportunity to capture tax dollars from outside the community while continuing to strive

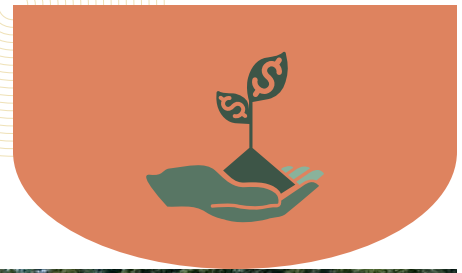


to provide well-rounded employment opportunities within Town limits and the ability to live and work in Irmo.

Goal 1: Diversify and grow the economy in the Town of Irmo.

Strategy 1A: Maintain a positive regulatory environment for desirable commercial development through clear regulations, streamlined processes and quality customer service.

- ◆ Review zoning structure and map to ensure sufficient opportunity for a range of economic development activities.
- ◆ Review entitlement processes to promote a low barrier to entry for entrepreneurial activities.



The health care, education, and social services sector is the largest employment cluster for Irmo residents

Strategy 1B: Encourage new commercial development or reinvestment in existing commercial sites through strategic high-quality infill, targeted annexation, and the creation of a mixed-use Town Center.

- ◆ Conduct a study of barriers for pedestrian-oriented mixed-use development and the redevelopment of legacy commercial centers.
- ◆ Identify potential annexation areas along the Interstate 26 corridor and major transportation routes that are suitable for future commercial development.
- ◆ Engage with developers and property owners in potential annexation areas to promote the benefits of annexation into the Town of Irmo.
- ◆ Consider the use of incentives such as reduction in parking standards, facade grants, and landscape incentives to promote

reinvestment in underutilized commercial properties and sites.

Strategy 1C: Provide opportunities for a wide range of businesses, including businesses with higher wage jobs.

- ◆ Encourage employment uses in locations along the Interstate 26 corridor that exhibit the potential for desirable transportation access and adequate utilities or utility expansion.



Example of an accessory commercial unit as part of a single-family residence

What is an Accessory Commercial Unit (ACU)?

ACUs are secondary, smaller commercial spaces located on the same property or within the same structure as a primary commercial or residential building.

- ◆ Utilize performance and/or design standards to ensure compatibility between Neighborhood Commercial uses and accessory commercial uses within residential neighborhoods, including but not limited to maintaining a residential aesthetic, number of employees, and parking standards.
- ◆ Encourage employment uses in locations along the Interstate 26 corridor with potential for transportation access and adequate utilities.

Strategy 1D: Promote Irmo as a balanced community where residents can live, work, and recreate, resulting in reduced commute times while maintaining a high quality of life.

Goal 2: Enhance the local economy through capture of outside tax dollars and minimizing leakage.

Strategy 2A: Ensure land use regulations support a wide range of goods and services for residents and visitors.

- ◆ Continue to promote sales tax- or employment-generating uses for prime commercial sites.
- ◆ Ensure land use regulations can accommodate a variety of business types within the community, including but not limited to retail shops, restaurants and professional services.
- ◆ Ensure land use regulations permit opportunities for business growth, allowing a range in the scale of business from a business start-up to a large business enterprise.
- ◆ Limit low employment and low sales tax generating commercial uses, such as self-storage units, to secondary commercial sites through zoning, performance standards, and limitations on concentration of such activities.

Strategy 2B: Coordinate with local partners to increase recognition of local businesses.



- ◆ Work with local organizations such as the Greater Irmo Chamber of Commerce to promote a shop local campaign.
- ◆ Support joint marketing campaigns promoting local businesses to visitors, including joint marketing for businesses participating in local events.

Strategy 2C: Leverage special events to maximize positive impacts on local businesses.

- ◆ Promote a low barrier of entry for local businesses to participate in special events.
- ◆ Encourage sponsorship opportunities for local businesses to sponsor aspects of events, providing visibility and marketing opportunities.
- ◆ Support collaborative advertising campaigns for local events that promote the event and local businesses.
- ◆ Evaluate available funding sources such as Hospitality and Accommodations Taxes to promote local events and businesses.



Moore Park hosts numerous special events throughout the year, bringing visitors into Irmo

HOUSING

Trends

Many of Irmo's established neighborhoods were built over 40 years ago and much of the housing stock is made up of single-family homes. Recently, in the greater Irmo area, more neighborhoods with smaller size lots and multi-family dwellings, including apartments, have been built to accommodate changing housing demands.

HOUSING INVENTORY

Of the homes in Irmo, 67% of the housing stock was built between 1970 and 1989, with less than 500 homes built each decade since then. The housing stock is older, and with older homes come more possible responsibilities for upkeep and repair. Some neighborhoods that have aging homes have presented code enforcement issues due to delayed maintenance of homes and yards. A majority of residential properties are owned, 82%, compared to 18% of residential properties that are rented.



Irmo Fire Starting Salary:
\$35,341 - \$38,171*

** Effective January 2023*



**Richland Lexington 5
School District Starting
Teacher Salary*:**
**\$44,023 - Bachelors
Degree**
\$49,690 - Masters Degree

** Fiscal Year 2023 -2024*

HOUSING AFFORDABILITY

Limited new housing has driven up prices. In 2020, Irmo's median home value was \$145,100, which was a 12% increase from the 2010 value of \$129,400 (*U.S. Census*). Irmo's median sold home price is \$241,000 according to Realtor.com. Irmo's housing market is described as balanced, meaning that the supply and demand of homes are about the same. On average, homes stay on the market for 36 days.

Housing Affordability: An Exercise

When analyzing salary data for certain careers, we can look at what an individual or a couple may be able to afford and how it matches with Irmo's real estate market.

Let's imagine that a young couple has accepted jobs in Irmo as a firefighter and a teacher with a Masters Degree. This couple has been smart about their finances, has minimal monthly debt payments, and has saved up a fair amount for a down payment for a house. They have worked hard, and are about to work even harder to be active members of the greater Irmo community, but they still can't afford to buy a home despite doing everything "right", and can really only afford a home that is listed almost \$50,000 less than the current median sold price for the Town.

For many households the combination of high interest rates and home prices combined with a lack of for sale inventory and rentals eliminates Irmo from the list of places they can call home.

Annual income ? \$ 87,861 Calculate by payment	Home price Payment Full report
Monthly debts \$ 1,000	You can afford a house up to \$195,131 Based on your income, a house at this price should fit comfortably within your budget.
Down payment \$ 20,000	 
Advanced Calculator disclaimer	 \$1,525/mo

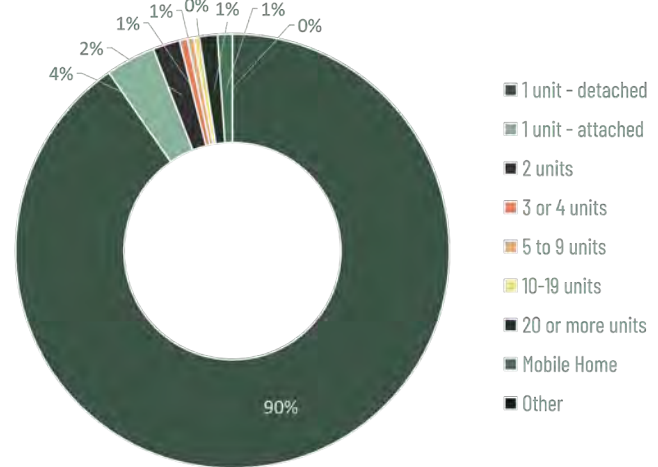
Zillow Housing Affordability Calculator



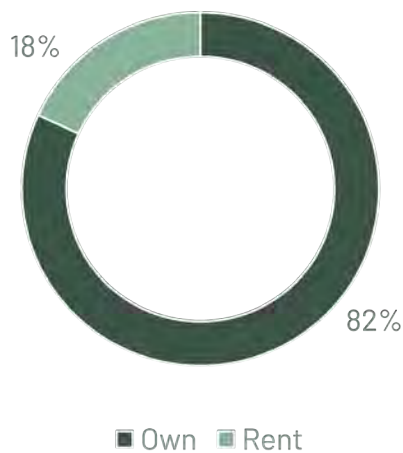
HOUSING TYPE

In 2020, single family homes made up 94% of Irmo's housing stock. Currently under construction, Bickley Station offers smaller single-family homes close to St. Andrews Road. Towards Lake Murray, a number of new multi-family residential units have been built in Lexington County. Housing demands and costs are influencing the types of homes being proposed throughout the Midlands. Demographic changes also influence demand for different housing types.

Housing Stock, 2020



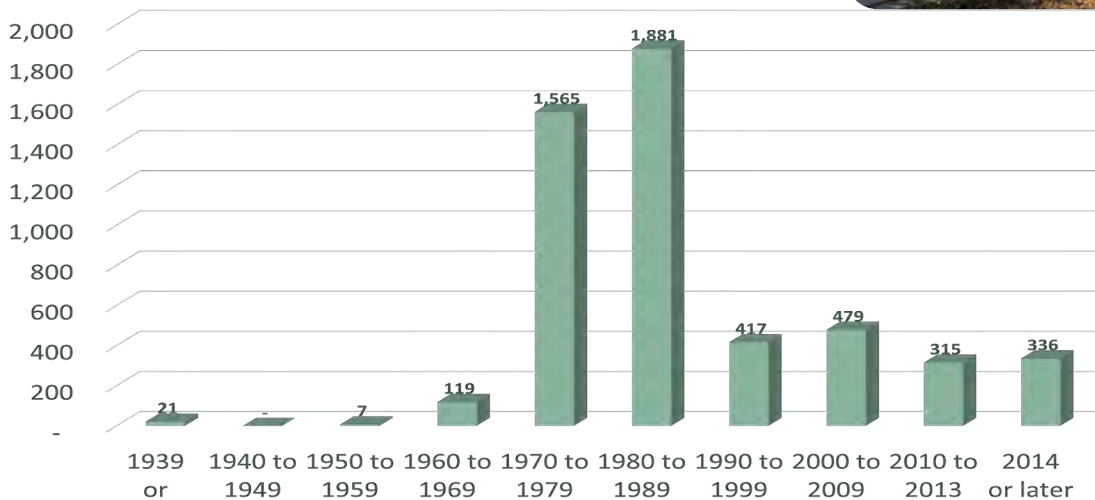
Housing Ownership, 2020



94%
of the current
housing stock are
single family homes.



Housing Year Built, 2020



HOUSING RECOMMENDATIONS

As Irmo grows in population, the demand for housing will continue to rise. Irmo's goals should focus on maintaining quality of life and Town character while accommodating an increase in housing.

Goal 1: Promote quality residential development that maintains Town character while meeting future needs by allowing a diversity of housing types in key locations.

Strategy 1A: Allow zoning that provides for a mix of housing depending on context.

- ◆ Allow for a variety of housing types to be part of new development in key areas.
- ◆ Consider the allowance of missing middle housing types as infill that match the scale and character of the surrounding neighborhood.
 - ◆ *Add missing middle housing types such as duplexes, triplexes and quadplexes as conditional uses in certain districts with defined design standards in the Zoning Ordinance.*



- ◆ Consider revising conditional requirements for accessory apartments to allow for units up to a certain square footage (i.e. 1,000 square feet) regardless of size of primary structure.
 - ◆ *Currently accessory units are capped at 50% of the size of the primary structure regardless of size or property area.*

Strategy 1B: Incentivize diverse housing design.

- ◆ Encourage new planned developments to include a mix of at least two lot sizes or product types.

Strategy 1C: Encourage Habitat for Humanity to build homes in Town where needed, while matching the character of existing neighborhoods.

What is Missing Middle Housing?

Missing middle housing refers to housing in a diverse range of house-scale buildings with multiple units that are compatible in scale and form with single family homes.



The Friarsgate neighborhood has a variety of housing types and styles. Many homes are well kept, although code enforcement issues do arise due to the age of some homes.

Goal 2: Continue code inspection activities that maintain and improve the quality of neighborhoods.

Strategy 2A: Maintain adequate staff for code enforcement activities.

Strategy 2B: Grow the daily presence of code inspectors in neighborhoods through patrolling and community interactions.

Strategy 2C: Enforce property maintenance regulations to ensure the safety of neighborhoods.

Strategy 2D: Evaluate new methods of tracking and reporting code

inspection issues.

Strategy 2E: Evaluate the need for a short-term rental ordinance.

Strategy 2F: Inventory dilapidated structures and establish funding to repair or remove them.

CULTURAL RESOURCES

Trends

The Town of Irmo's cultural resources are the foundation for sense of place, community identity, and quality of life.

The town's history, rooted in the immigrant farmers of the Dutch Fork, the railroad, Lake Murray, educational institutions, and particularly African American educational institutions, is reflected in the people and development patterns of the community and provides a link between new and long-time residents. This section also identifies historic places, local and regional cultural resources, and the annual events that add to Irmo's identity and small-town charm. This section's goals focus on leveraging local history to promote community identity and enhance local cultural resources and activities to the benefit of Irmo residents.

HISTORY OF IRMO

European settlement of the broader lands between the Saluda and Broad Rivers, known as the Dutch Fork, began around 1735, primarily by immigrants from Germany and Switzerland. Immigrants continued to settle the area, gradually increasing the population through the American Revolution and up until the Civil War, with farms and agrarian development. However, the Civil War

and Reconstruction significantly disrupted these settlement patterns and slowed area growth in the middle of the 19th century.

The construction of the Columbia, Newberry, and Laurens Railroad in 1881 fueled an era of new economic growth in the area, leading to the incorporation of the Town of Irmo in 1890. Initially, Irmo covered one square mile around the railroad depot. A secondary significant economic boon began in 1927 with the construction of the Lake Murray Dam, which brought approximately 4,000 workers to the area and provided a consistent source of power for the town.

Prior to the 20th century, primary schools in the Irmo area were scattered throughout the county, including a community-run school for black students at the Oak Grove AME Church, dating back to the early 1800s. The 1910s and 1920s marked significant growth in formal educational institutions in the Irmo area, a resource still seen as a community asset today. This era included the construction of Harbison Agricultural College (1911), Richlex School (1918), and Pine Grove Rosenwald School (1923), all serving African American students. Shortly after, Irmo High School was founded in 1928. Harbison Agricultural College operated until 1958, and subsequently the Harbison College campus was donated to Midlands Technical College, under which it is operated today.

Town of Irmo Historic Markers

The Town of Irmo marker (right) is located adjacent to the railroad tracks on Woodrow Street, just south of Columbia Avenue. The other two markers in Town limits are Richlex and Bethlehem Church markers, both located on Broad River Road.

Just outside of Town limits are historical markers recognizing the establishment of St. Paul Church and the historical significance of the World War II Bombing Ranges.





An era of transportation growth from the mid-1900s to the 1970s spurred significant suburban growth in the Town of Irmo, including the construction of Interstates 20 and 26, Highways 60 and 76, along with Woodrow Street and St. Andrews Road. These developments, combined with overall growth in the Columbia metro area, created the Irmo known today for its suburban charm, sense of community, educational and recreational facilities, and overall high quality of life.

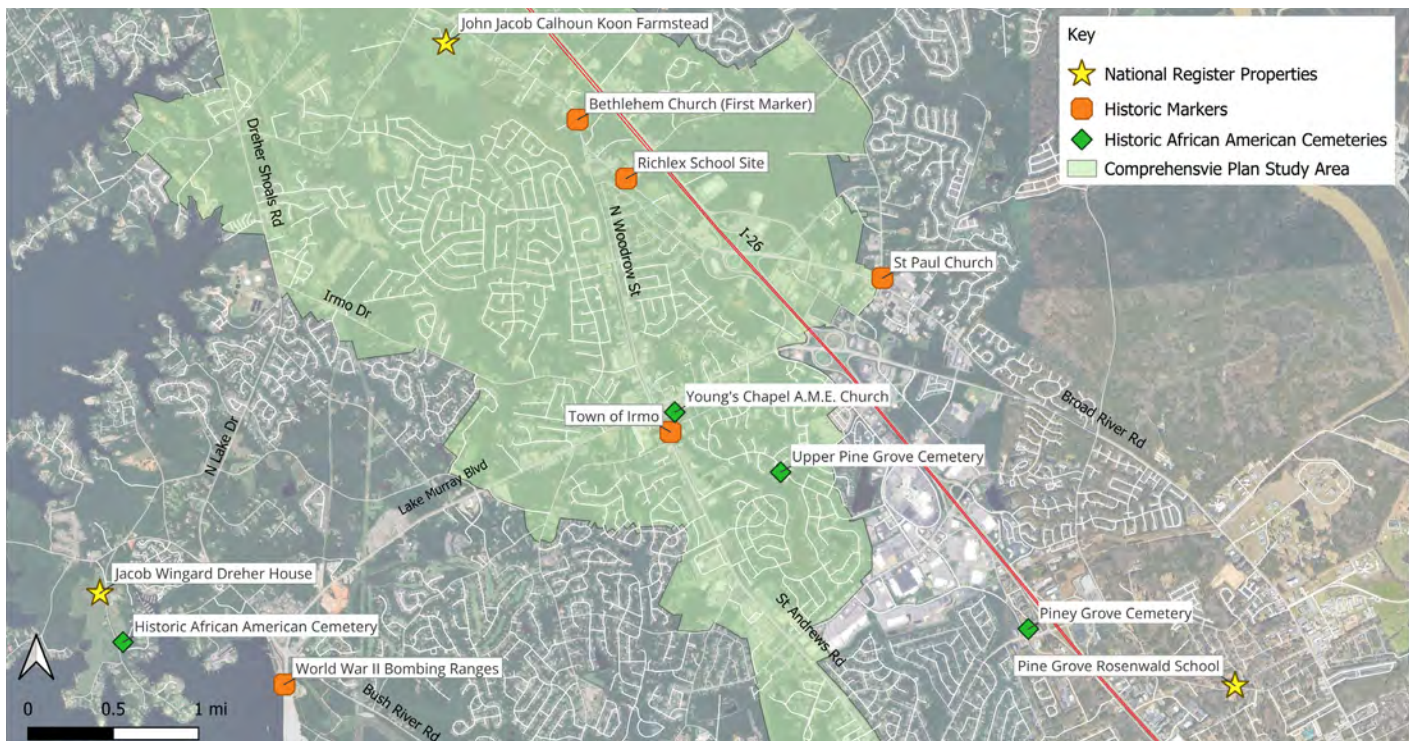
HISTORIC MARKERS AND NATIONAL REGISTER OF HISTORIC PLACES

The community's location between Lexington and Richland Counties contributes significantly to its cultural identity. Lexington County boasts over 60 historic markers and war memorials, as well as more than 50 properties listed on the National

Register. Richland County features over 360 historic markers and war memorials and over 150 National Register listings. The region is dense with historical significance. In the immediate vicinity of Irmo, notable sites listed on the National Register include the John Jacob Calhoun Koon Farmstead, Pine Grove Rosenwald School, and Jacob Wingard Dreher House. These sites serve as tangible links to the past, offering insights into the area's agricultural heritage, educational history, and architectural evolution.

Additionally, the Town possesses an array of historic markers, each highlighting significant events or locations integral to development and identity. These markers commemorate key milestones such as the founding of Irmo, the establishment of St. Paul Church and Bethlehem Church, the legacy of Richlex School, and the historical significance of the World War II Bombing Ranges. The historic markers and National Register sites highlight the history of

National Register Sites, Historic Markers, and Historic African American Cemeteries



the faith and educational facilities around Irmo, reminding residents of Irmo's unique heritage and contributions to the community's collective narrative.

Recognizing and preserving these cultural assets is imperative, as they not only enrich the quality of life for residents but also attract visitors and bolster economic development opportunities. By strategically planning and collaborating with local historical societies and preservation groups, Irmo can continue to honor its past while paving the way for a vibrant and culturally rich future.

COMMUNITY EVENTS

The Town of Irmo hosts a number of community events that attract residents of the greater Irmo area, and those from all over the state.

Okra Strut

The Okra Strut, a cherished festival hosted each fall by the Town of Irmo, embodies the community's vibrant spirit and agricultural history. The Town Council and Okra Strut Commission oversee this two-day event, which features live music, a Saturday parade, arts and crafts vendors, rides, and food vendors. With an average attendance of 25,000 annually and past peaks of 60,000 visitors, the festival has become a beloved tradition. Beyond entertainment, proceeds from the festival benefit local charities, schools, and public areas, showcasing its commitment to community welfare. Celebrating its 50th year in 2024, the Okra Strut remains a testament to Irmo's heritage and unity.

Cherry Blossom Festival

The Irmo Cherry Blossom Festival, an annual event since 2001, celebrates spring's arrival with pale pink blooms. This family-friendly festival invites attendees to enjoy nature's beauty through picnics and leisurely strolls among the



Public Engagement at the 2023 Okra Strut



Street Performers at the Okra Strut



blossoms. Local artists conduct plein air art demonstrations, showcasing their work available for purchase. Emphasizing community, nature, and artistic expression, the festival fosters a sense of connection and appreciation for Irmo's springtime beauty.

National Night Out

The Irmo Police Department Community Foundation (IPDCF) hosts the annual National Night Out event every August at Moore Park. This free event fosters police-community partnerships and neighborhood camaraderie to enhance safety and promote community care. National Night Out strengthens relationships by bringing law enforcement and residents together, offering crime prevention insights, entertainment, and engagement opportunities. Local businesses and vendors actively participate and support the event.

International Festival

The International Festival in Irmo occurs annually in April at Moore Park. This vibrant event celebrates the town's international history and features a walking parade, car show, and cultural booths that showcase the diverse heritage and traditions of the community. The festival originated from a vision to promote positive dialogue on diversity. Collaborating with various stakeholders, including schools, faith groups, artists, businesses, and residents, organizers successfully launched the inaugural festival on April 28, 2019. This collective effort underscores Irmo's commitment to celebrating multiculturalism and fostering unity within the town.

Tree Lighting

The Town of Irmo traditionally holds a holiday tree lighting ceremony in Town Park each December, with food, events, and entertainment from local schools.



Vendors Line the Moore Park Pathways at the Irmo International Festival



Children Perform at the Tree Lighting Event

LOCAL & REGIONAL RESOURCES

Irmo is situated in a region rich in history and cultural resources. Residents enjoy access to diverse cultural activities, museums, organizations, and historic sites both within the community and in the greater Columbia area. These resources include:

Harbison Theater at Midlands Technical College – Harbison Theater is a 400-seat indoor venue located on the Harbison Campus of Midlands Technical College in Irmo. With the mission of connecting the local community through the arts, the venue is programmed with live theater, music, and variety acts throughout the year.

The State Museum – The State Museum of South Carolina is located approximately 11 miles to the southeast of Irmo in Columbia. The State Museum collects, preserves, and showcases the culture, art, and history of South Carolina.

EdVenture Children's Museum – The EdVenture Children's Museum shares a site with the State Museum, offering hands-on and interactive learning experiences that engage children in science, art and history. The museum hosts special events, workshops and school programs to inspire curiosity and learning through play.

Lexington County Museum – The Lexington County Museum, located approximately 8 miles south in the Town of Lexington, is dedicated to showcasing the structures, artifacts, and stories that focus on the timeframe from the colonial period to the Civil War. In recent years the museum has hosted a "Murders and Mysteries" historical walking tour within the Town of Irmo that showcases the history of Irmo and surrounding area of northern Lexington County.

Columbia Museum of Art – Located about 12 miles from Irmo on Main Street in Columbia, the



Harbison Theater at Midlands Technical College's Harbison Campus



Columbia Museum of Art



Columbia Museum of Art (CMA) houses renowned collections and exhibitions, attracting over 150,000 visitors annually. The CMA hosts unique traveling shows and has a permanent collection of Italian Renaissance and Baroque masterpieces, modern and contemporary art, including Botticelli's "Nativity" and Monet's "The Seine at Giverny." The museum also offers interactive art experiences, while the CMA's educational programs provide classes in various artistic mediums.

South Carolina Institute of Archaeology and Anthropology – The South Carolina Institute of Archaeology and Anthropology at the University of South Carolina in Columbia was founded by the State of South Carolina in 1963. With additional facilities in Aiken and Fort Johnson in Charleston County, the institute is responsible for teaching, research and management of South Carolina's historic and prehistoric past.

South Carolina Department of Archives and History – The Department of Archives and History, located about 17 miles east of Irmo, preserves and promotes the state's cultural heritage through archival care, records management, public access, historic preservation, and education. Notably, it houses the State Historic Preservation Office (SHPO), which manages the National Register of Historic Places and related programs at the state level.

African American Historical Society of Irmo – Established in December 2023, the African American Historical Society of Irmo is an independent local organization formed to chronicle local black history in the Irmo area. The organization sponsors local events such as the Juneteenth Celebration.



South Carolina Department of Archives and History



Representatives from the African American Historical Society of Irmo at the Juneteenth event

CULTURAL RESOURCES RECOMMENDATIONS

The Town of Irmo's Comprehensive Plan aims to preserve and promote the town's unique history and identity through a variety of strategies. By communicating Irmo's story through art, murals, community activities, and signage, the Town can reinforce its sense of place and community identity.

Collaborations with local businesses, organizations and institutions will enhance these efforts to celebrate Irmo's history. Supporting local preservation efforts and recognizing historic sites will ensure Irmo's heritage is honored and remembered. Additionally, continuing to support and promote local events will help reinforce the Town's identity, bringing residents and visitors together to celebrate all that Irmo has to offer. Through these initiatives, Irmo can foster a vibrant, culturally rich community that values its past while looking forward to a bright future.

Goal 1: Preserve and promote local history and identity.

Strategy 1A: Communicate the story of Irmo through art, murals, community activities, and signage to reinforce community identity and sense of place.

- ◆ Coordinate with local organizations and businesses to promote and pursue public art, signage, murals and community activities to



celebrate Irmo's identity and history.

- ◆ Create interactive installations in Irmo parks and public spaces that commemorate local historical events and figures.
- ◆ Utilize signage, wayfinding, banners and other municipal infrastructure to promote a unified appearance and identity for the Town of Irmo.
- ◆ Pursue funding opportunities to develop and implement a wayfinding and signage plan to facilitate a comprehensive approach to wayfinding signage, banners, street signs, utility wraps, and educational signage.

Strategy 1B: Collaborate with local organizations and institutions to coordinate cultural activities and promote a sense of place.

- ◆ Continue to support local historical organizations in honoring the history of Irmo through exhibits, tours, and community events.
- ◆ Partner with the local educational institutions and faith-based organizations to promote local events and activities.



Former Administration Building at Harbison Agricultural College

Strategy 1C: Support local preservation and recognition of historic sites.

- ◆ Collaborate with local historical or preservationist organizations to recognize local historical sites, locations, and events.
- ◆ Raise awareness of local historical sites and locations through partnerships with local educational institutions and history organizations.
- ◆ Raise awareness of local African American history through educational signage at key locations such as Moore Park and African American Cemeteries.



Example of Educational Signage

Goal 2: Continue to support local events to reinforce the identity of the Town of Irmo.

Strategy 2A: Continue to pursue event programming and promotion both locally and regionally.

- ◆ Pursue partnerships to increase the number and frequency of events at Moore Park and Prisma Health Amphitheater.
- ◆ Continue to support events at community educational institutions, including but not limited to Midlands Technical College and Irmo High school.
- ◆ Require Town of Irmo branding to be utilized for special events hosted in community facilities such as Town Park or Moore Park.

TRANSPORTATION

Existing Conditions

The transportation network is the backbone of Irmo. The Town of Irmo developed along a busy railroad corridor, is sandwiched between I-26 and Lake Murray, and is located near the crossroads of three major interstates: I-26, I-20, and I-77. Major roadways in and around Irmo generally have sufficient capacity to accommodate projected future traffic volumes or will have capacity once ongoing and planned improvements are completed. However, there are opportunities for intersection improvements, access management, streetscaping, and bicycle/pedestrian facilities throughout Irmo to enhance the existing transportation system.

ROADWAYS AND FUNCTIONAL CLASSIFICATION

In accordance with the Federal Highway Administration (FHWA), functional classification is the process by which streets and highways are grouped into classes, or systems, according to the character of service they are intended to provide. The South Carolina Department of Transportation (SCDOT) defines the functional classifications that make up the roadway network. The existing roadway network in and around Irmo is comprised primarily of minor arterials, collectors, and local roads.

I-26 is the primary east-west route across South Carolina, connecting the upstate cities of Greenville and Spartanburg with Columbia and Charleston. I-26 splits Richland and Lexington counties, with most of incorporated Irmo located south of the interstate. I-26 carries heavy volumes of through traffic, including nearly 10 percent trucks, as well as commuter trips to and from Columbia and local

traffic around Irmo. Within the limits of Irmo, there are interchanges on I-26 at Lake Murray Boulevard (Exit 102), Broad River Road (US 76/176) (Exit 101), and US 176 (Exit 97). Overpasses provide local access across the interstate at Shady Grove Road and Koon Road between Exits 101 and 97. Just east of Irmo, I-26 intersects with I-20, another major east-west route that connects Columbia with Atlanta to the west and I-95 near Florence to the east, and I-77, which connects to points north including Charlotte.

Arterials, including Broad River Road (US 76/176), Lake Murray Boulevard (SC 60), St Andrews Road, Dreher Shoals Road (SC 6), and Dutch Fork Road (US 76) cross the Town, connecting to adjacent jurisdictions and providing access to commercial areas and employment centers. There is a fair amount of through traffic on these arterials, with drivers using Broad River Road (US 176) as an alternative to I-26 and traveling between Chapin and Lexington on Dutch Fork Road (US 76) and Dreher Shoals Road/N Lake Drive (SC 6). Lake Murray Boulevard is the gateway to Irmo from I-26 to the east and from SC 6 to the west, and along with St. Andrews Road, is the primary commercial corridor for the Town.

Major collectors connect residential areas and neighborhoods with arterials. Major collectors include Kennerly Road, Royal Tower Drive, Irmo Drive, Columbiana Drive, Nursery Road, and Farming Creek Road. Kennerly Road runs along the eastern edge of Irmo and connects large residential developments in unincorporated Richland County with shopping and services along Broad River Road and Lake Murray Boulevard in Irmo. Royal Tower Drive and Chadford Road serve the Friarsgate neighborhood, while Nursery Road and Nursery Hill Road provide access to the Murraywood neighborhood. Columbiana

Drive acts as a service road south of I-26 in the Harbison neighborhood.

ANNUAL AVERAGE DAILY TRAFFIC (AADT) AND CAPACITY

With Irmo being located along the I-26 corridor just outside of Columbia, the interstate sees anywhere from 62,800 to 95,800 vehicles according to the annual average daily traffic rate, with an anticipated increase in number in the coming years. Other roads throughout the Town experience high traffic volumes including Lake Murray Boulevard, SC-60, St. Andrews Road and Broad River Road. All of which are also expecting to see an increase in annual average daily traffic in the coming future. SCDOT is anticipating these increases and has projects in the working stages.

Roadway capacity is determined by the number of lanes, type of median, number and type of intersections (*i.e., signalized or unsignalized*), and posted speed limit. The ability of the roadway to accommodate traffic is known as Level of Service (LOS). The LOS system uses the letters A through F to describe specific ranges of traffic volumes compared roadway capacities, with A being best and F being worst. LOS D or better is generally considered acceptable, while LOS E and F indicate that capacity or operational improvements are needed to improve mobility.

I-26 accommodates the greatest volume of traffic, with traffic counts ranging between 62,800 and 95,800 trips per day. Within Irmo area, I-26 currently has four general purpose lanes west of Exit 101 (*Broad River Road*) and six lanes to the east, but SCDOT is working to widen I-26 to six lanes west of Exit 101, with construction expected to be complete in 2024. In an urbanized area, a freeway

Average Annual Daily Traffic on Major Corridors

Road	Current AADT	Future AADT
I-26	62,800-95,800	80,750-123,200
Lake Murray Blvd/SC 60	15,500-31,000	19,950-39,850
SC 6	14,300	18,400
St Andrews Rd	14,100-21,700	18,150-27,900
Broad River Rd/US 76	16,100-24,100	20,700-31,000

Source: SCDOT

can accommodate 75,600 (*four lanes*) to 113,600 (*six lanes*) with LOS D or better.

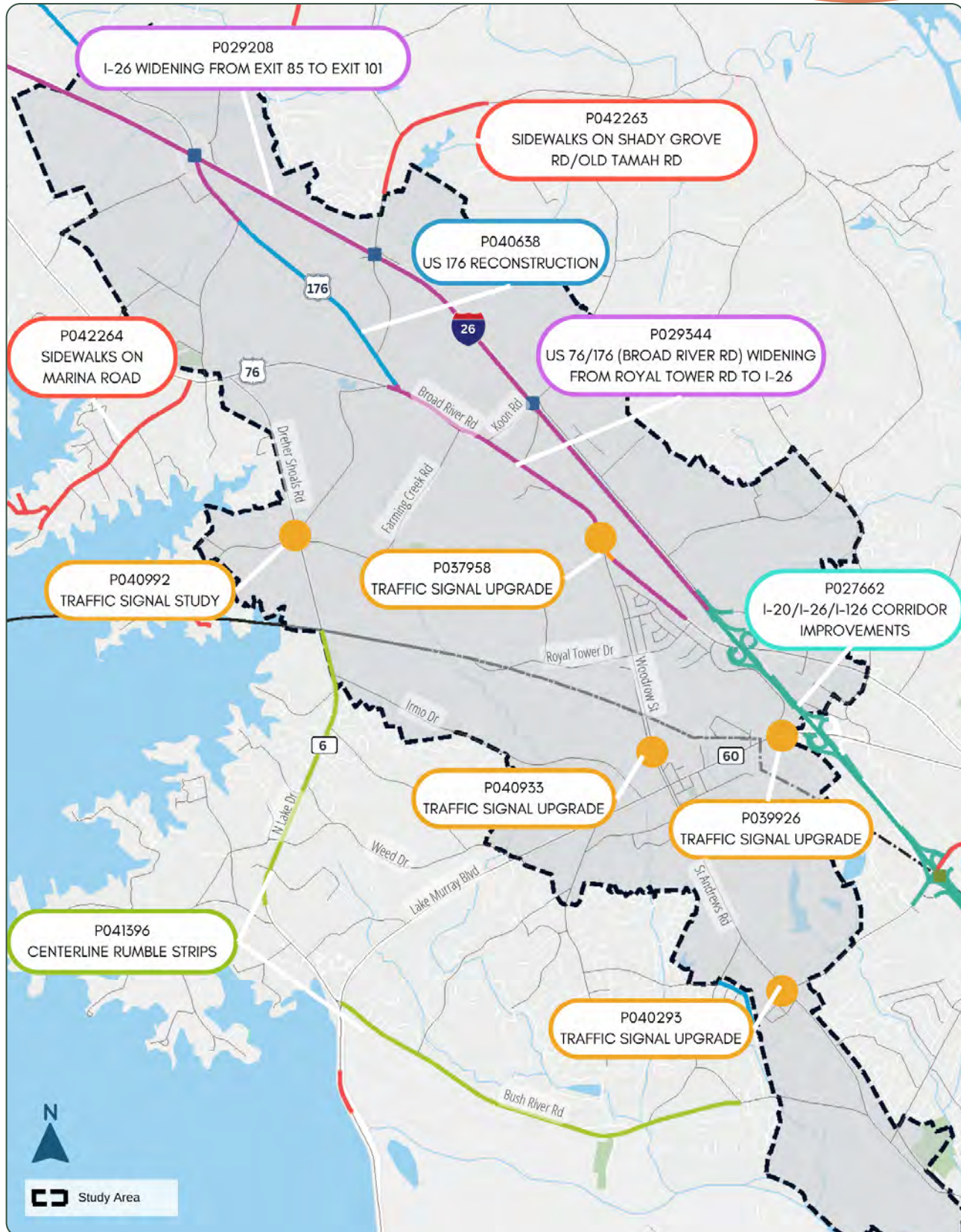
SC 6 (*Dreher Shoals Road*), Kennerly Road, and Royal Tower Road are projected to be over capacity by 2045, as is Lake Murray Boulevard (SC 60) in the vicinity of the I-26 interchange.

CRASHES

The SC Department of Public Safety Highway Safety Statistics Section maintains traffic collision data for roadways across the state. As shown on the heat map in the Appendix, the highest density of crashes are along the I-26 corridor, as well as along Broad River Road and at key intersections, including Lake Murray Boulevard/St Andrews Road/Woodrow Street, Lake Murray Boulevard/Columbiana Drive, Dutch Fork Road/Dreher Shoals Road, St Andrews Road/Bush River Road, and St Andrews Road/Harbison Boulevard. According to the COATS LRTP, the I-26 corridor between SC 60 and US 176 was the top ranked roadway corridor for crashes in the region for 2016-2020, and Broad River Road in Irmo ranked fourth. Heavy traffic, lack of access management,



PLANNED PROJECTS



roadway geometry, and poor road conditions contribute to high crash rates.

TRANSPORTATION PLANNING

SCDOT and the Central Midlands Council of Governments (CMCOG) are responsible for identifying, prioritizing, and funding roadway improvement projects within the region. CMCOG and SCDOT plans are developed with input from local governments and the public. In addition, Richland County, through its Transportation Penny Tax Program, provides funding for needed projects within the County, such as the ongoing Broad River Road widening.

SCDOT owns, operates, and maintains the state highway system, including the majority of the roads in Irmo. Planning and design of the transportation system is completed by SCDOT's central office, while operations and maintenance are managed by district offices. SCDOT's State Transportation Improvement Program (STIP) covers all federal, state, and locally funded improvements for which funding has been approved and that are expected to be undertaken during the upcoming seven-year period. Projects in the STIP generally come up from regional long range transportation plans.

FUNDED PROJECTS

Carolina Crossroads (I-26/I-20/I-126 Improvements) (P027662)

- ◆ I-26 widening from Broad River Road to Piney Grove Road and Interchange improvements at Harbison Boulevard (estimated construction start 2026-2027)
- ◆ I-20/I-26 System to System Interchange and interchange improvements at St. Andrews Road/I-26 and Bush River Road/I-20 (estimated construction start 2028-2029)

I-26 Midlands Connection Project (P029208)

- ◆ Widen to 6-lane section from Exit 85 to Exit 97 and 8-lane section from Exit 97 to Exit 101
- ◆ Interchange modification at Exit 97
- ◆ New overpasses at Mount Vernon Church Road, Shady Grove Road, and Koon Road
- ◆ Construction on-going
- ◆ Expected completion: December 2024

Broad River Road Widening (P029344)

- ◆ Widen to 5-lane section between Royal Tower Drive and Dutch Fork Road
- ◆ On-street bike lanes and sidewalks
- ◆ Design and right of way acquisition on-going
- ◆ Expected completion: June 2028

SC 6 & SC 60 CORRIDOR STUDY

- ◆ Central Midlands Council of Government (CMCOG)
- ◆ Will evaluate potential improvements on SC 6 & SC 60 and recommend priority improvement projects
- ◆ Expected completion: 2025

TRAFFIC SIGNAL UPGRADES AND STUDIES

- ◆ St Andrews Road/Thames Valley Rd
- ◆ St Andrews Rd/Harbison Blvd
- ◆ Dreher Shoals Rd/Salem Church Rd
- ◆ Lake Murray Blvd/Columbiana Dr
- ◆ Broad River Rd/Woodrow St

SIDEWALKS AND SAFETY

- ◆ Sidewalks are proposed for Marina Road (P042264) and Shady Grove Road/Old Tamah Road (P042263)
- ◆ Centerline rumble strips are proposed for N. Lake Drive and Bush River Road (P041396)

FUTURE PROJECTS

The CMCOG is the designated Metropolitan Planning Organization (MPO) responsible for carrying out the urban transportation planning process for the Columbia Area Transportation Study (COATS).



COATS includes all or portions of Lexington, Richland, Newberry, Fairfield, Kershaw, and Calhoun counties and municipalities in those counties. The MPO is responsible for developing a long range transportation plan (*a 25-year vision for the metropolitan area*), developing a transportation improvement program (*the list of specific projects for which federal funds are anticipated*), and developing a unified planning work program (*the annual transportation planning activities to be undertaken*). The MPO is made up of a Policy Committee (*CMCOG Board of Directors*), which is the official decision-making body that establishes policies for and adopts plans and programs for CMCOG, and a Technical Committee, which is comprised of technical representatives and staff from member governments.

COATS 2045 Regional Long Range Transportation Plan (LRTP)

- Moving the Midlands

The COATS 2045 LRTP was adopted in December 2021 and developed with extensive input from stakeholders and the public. The LRTP is updated every 5 years and provides a fiscally constrained listing of transportation improvements to be implemented in the next 25 years.

The 2045 Prioritized List of Road Widening Projects includes the following:

- ◆ #9: Kennerly Road from Hollingshed Road to Broad River Road
- ◆ #16: Shady Grove Road from Broad River Road (US 176) to Koon Road
- ◆ #17: Broad River Road (US 176) from I-26 to Chapin Road

- ◆ #21: Rauch Metz Road from Dutch Fork Road (US 76) to on/off ramp of I-26 near Broad River Road (US 176)

The 2045 Aspirations List of Road Widening Projects includes the following:

- ◆ Broad River Road (US 76/176) from Dutch Fork Road (US 76) to Woodrow Street
- ◆ SC 6 from Bush River Road to US 76
- ◆ Koon Road from Broad River Road (US 76/176) to Old Tamah Road
- ◆ Bush River Road from N Lake Drive (SC 6) to St Andrews Road
- ◆ Broad River Road (US 76/1796) from Woodrow Street to I-26 Interchange

The 2045 Prioritized List of Intersection Projects includes the following:

- ◆ #2: SC 60 and Columbiana Drive
- ◆ #51: Nursery Road and Nursery Hill Road

Within the list of Prioritized Bicycle and Pedestrian Projects that Received Scores of High or Medium High, the “Piney Grove/St. Andrews/Bush River Bikeway” project scored second. Bikeway and sidewalk on Columbiana Drive is also noted with a Medium-High rank. The Lower Saluda Greenway is the second highest ranked greenway priority project.

COATS 2023-2033 Transportation Improvement Program (TIP)

Approved in February 2024, the 2023-2033 TIP is the COATS’ 10-year program of transportation capital projects that are expected to use federal money. The TIP is usually approved every 3 years but can be amended at any time. The TIP is incorporated directly into the SCDOT STIP.

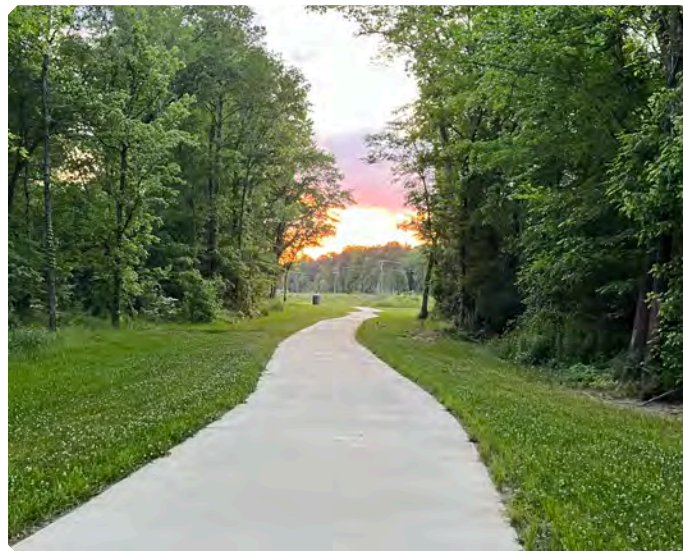
The following projects are included in the current TIP:

- ◆ SC 60 at Columbiana Drive intersection improvements (*funded for planning*)
- ◆ SC 6 Corridor Planning Feasibility Study (P042545)
- ◆ US 76/176 Corridor Planning Feasibility Study (P042460/P028102)
- ◆ Lower Saluda Greenway Phase 3 (*funded for engineering, right of way acquisition and construction*), including contributions from Irmo Chapin Recreation Commission

WALKABILITY AND PEDESTRIAN FACILITIES

The purpose of non-motorized and active transportation facilities is to provide transportation for those who walk and bicycle out of necessity, as well as provide mobility options for those who choose to walk or bicycle instead of drive, and to provide for recreation. Irmo's non-motorized and active transportation network is made up of a combination of sidewalks, bikeways, and greenways. There are sidewalks along some arterials, including Lake Murray Boulevard and St Andrews Road and a striped bike lane on Lake Murray Boulevard between Irmo Drive and the Lake Murray dam. However, there are many roads that do not have bicycle or pedestrian accommodations, such as Broad River Road, Dutch Fork Road, Kennerly Road, and Woodrow Street. These facilities carry high volumes of traffic at relatively high speeds and are generally not conducive to non-motorized travel. In addition to the lack of a continuous sidewalk and bikeway network, there are several other barriers, including the interstate and rail corridors, frequency of curb cuts and utility poles, and large parking lots between sidewalks and commercial areas.

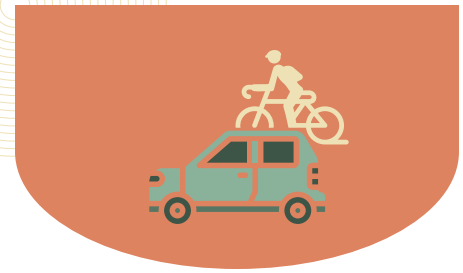
There is also a lack of connectivity between facilities in Irmo and other regional parks, trails,



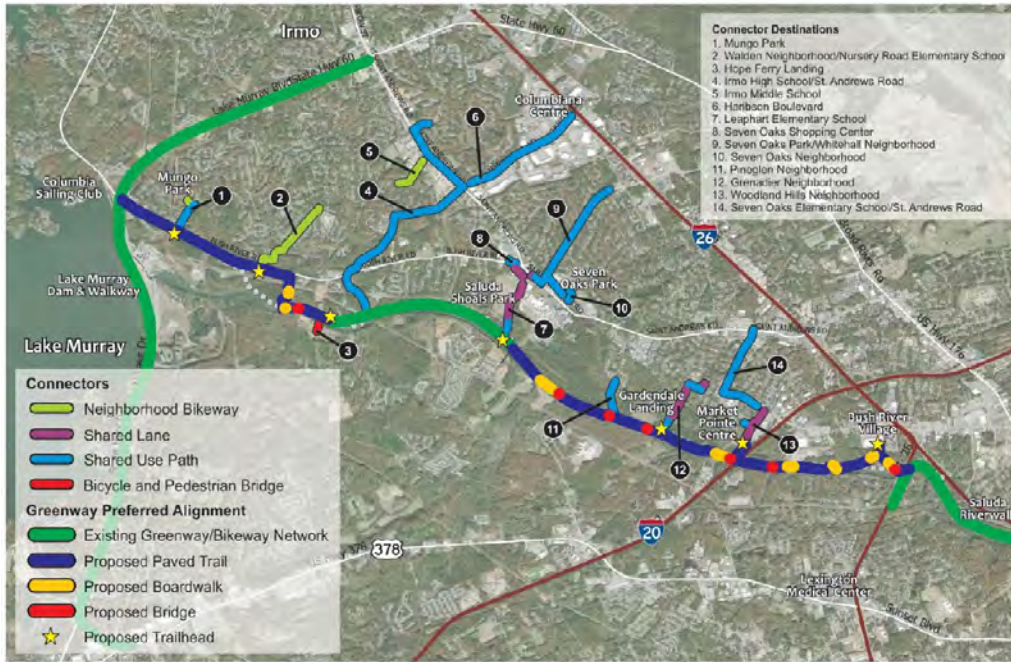
The existing greenway near Saluda Shoals Park traverses a tree-lined corridor on the banks of the Saluda River.

and greenways, including Saluda Shoals, Three Rivers Greenway, Riverbanks Zoo and Gardens, and the Riverwalk. There are approximately 12 miles of paved, multi-use trails within the Harbison neighborhood with spurs and connectors along neighborhood streets. While these trails connect within the neighborhood and access some commercial areas, they are generally used for recreation rather than transportation.

The Lower Saluda Greenway is a proposed 10.5-mile multi-use, paved pathway that would extend along the north side of the Saluda River from the Johnny W Jeffcoat Walkway at Lake Murray Dam to the Three Rivers Greenway at the Riverbanks Zoo and Botanical Garden. A section of this greenway exists near Saluda Shoals Park. Phase 3, which extends between I-20 and I-26 east of Irmo, is currently programmed. A feasibility study has been completed for the remainder of the Lower Saluda Greenway. This study provided recommendations for greenway connections and trailheads south of Irmo.



Lower Saluda Greenway Feasibility Study Recommendations



An express route (93X) between Comet Central and Newberry, with stops in Irmo, Ballentine, Chapin, and Little Mountain, has been provided at times in the past but was most recently discontinued in 2022 due to low ridership.

CMRTA also operates "Dial-A-Ride Transit" (DART) on-demand service for passengers with disabilities that prevent them from using The Comet fixed route system.

TRANSIT

Central Midlands Regional Transit Authority (CMRTA), also known as "The Comet," is the regional public transit authority for the Columbia metropolitan area, including Richland County, City of Columbia, City of Forest Acres, and Lexington County. The Comet provides fixed route service on 47 routes. Routes 83L and 801 provide service to and within Irmo. Route 83L (*St. Andrews Local*) connects the Comet Superstop at Dutch Square Center with the Superstop at Harbison Walmart via Bush River Road and St Andrews Road, with stops at Parkridge Drive/Prisma Health Baptist Parkridge Hospital, Columbiana Drive/Columbiana Center, and Midlands Technical College – Harbison. Route 801 provides service between the Walmart Superstop and Comet Central via Broad River Road. Riders may transfer to a number of other routes at either the Dutch Square Center Superstop or Comet Central.

Other programs are available for seniors and people with disabilities that live outside of The Comet service area but within the Columbia Urbanized Area of Richland or Lexington County. These include the Pick Up Program, that provides a debit card for up to \$100 per month for taxi or rideshare programs, and the Volunteer Transportation Reimbursement Program, that provides reimbursement of up to 150 miles per month for those who provide rides to qualifying people.

RAIL

The Town of Irmo originally developed along the railroad, and the rail corridor still bisects the Town. CSX uses the corridor for freight service between Savannah, Charleston, and Spartanburg. The railroad tracks run between St Andrews Road and Woodrow Street with limited opportunities for crossing. Within the core of Irmo, there are many at-grade crossings of the tracks, including at Lake Murray Boulevard and Emory Lane/Harbison Boulevard.

TRANSPORTATION RECOMMENDATIONS

Because Irmo is a desirable place to live and work, its transportation challenges with traffic congestion have grown. The Plan's survey reflected residents' concerns about improving traffic conditions throughout the Town. The public noted a number of concerns with respect to the transportation system, most notably road maintenance, intersection improvements, and connectivity. This element highlights key transportation recommendations to address and accommodate future growth in Irmo, including projects and policies to keep the Town's transportation network moving.

Goal 1: Provide a safe and efficient multi-modal transportation system in collaboration with local, regional, and state partners.

Strategy 1A: Work with SCDOT and CMCOG to identify and prioritize funding and implementation of projects that will improve mobility within the Town.

- ◆ Actively participate in regional planning and financing initiatives to ensure that the needs of the Town are reflected in planned and programmed projects.



- ◆ Conduct traffic analyses for priority corridors to identify short- and long-term priority projects

- ◆ *SC 6 and SC 60 (Lake Murray Boulevard) [ongoing]*
- ◆ *Dutch Fork Road*
- ◆ *Irmo Drive*
- ◆ *Kennerly Road*
- ◆ *Royal Tower Drive*
- ◆ *Shady Grove Road*
- ◆ *Rauch Metz Road*
- ◆ *Broad River Road (north of I-26 Exit 97)*

Strategy 1B: Incorporate transportation network improvements that align with proposed future land use character areas

- ◆ Extend Western Lane from its current terminus at Koon Road west along the north side of I-26 to the vicinity of Exit 97.
- ◆ Advocate for addition of an interchange on I-26 at Koon Road or Shady Grove Road to provide access to the Dutch Fork and Ballentine areas, as well as relieve congestion at Exits 101 and 97.



Strategy 1C: Identify potential funding sources for transportation improvements and align projects with appropriate opportunities.

- ◆ Identify potential local funding streams for developing and funding locally needed road projects (impact fees, local hospitality tax, Lexington Penny tax, etc).

Goal 2: Work with SCDOT, Richland County, Lexington County, the City of Columbia, CMCOG, and other entities to maximize the efficiency of the existing roadway network.

Strategy 2A: Identify congestion mitigation strategies, intersection operations improvements, signalization improvements, and access management opportunities.

Strategy 2B: Evaluate congested and high crash intersections for operational and safety improvements.

- ◆ Candidate locations include:
 - ◆ *St Andrews Road/Bush River Road*
 - ◆ *St Andrews Road/Harbison Boulevard/Emory Lane*

- ◆ *St Andrews Road/Lake Murray Boulevard/Woodrow Street*
- ◆ *Woodrow Street/Royal Tower Drive*
- ◆ *Woodrow Street/Broad River Road*
- ◆ *Broad River Road/Farming Creek Road*
- ◆ *Broad River Road/Dutch Fork Road*
- ◆ *Dreher Shoals Road/Dutch Fork Road*
- ◆ *Dreher Shoals Road/Irmo Drive*
- ◆ *Lake Murray Boulevard/Columbiana Drive*

Strategy 2C: Coordinate with Richland County on the design and construction of the Broad River Road widening project to ensure the project aligns with the Town's future land use plans for the corridor, including considerations for active transportation and access management.

Strategy 2D: Incorporate and enforce traffic impact analysis requirements and access management standards in land use/zoning/development reviews.

Strategy 2E: Explore opportunities to coordinate with other jurisdictions to ensure roadways in the Town are well-maintained.

Strategy 2F: Improve pedestrian and bike access, connectivity and safety

- ◆ Prepare an active transportation master plan to develop a Town-wide bike/pedestrian/greenway network that provides connectivity between neighborhoods, commercial areas, and activity centers, and adjacent jurisdictions.

- ◆ Improve pedestrian safety and comfort in the Town Center area through the addition of sidewalks, widening of existing sidewalks, installing crosswalks and/or the addition of pedestrian signals.
- ◆ Coordinate with Lower Saluda Greenway District to convert existing railroad right-of-way to a new greenway and develop a new trailhead in vicinity of St. Andrews Road.
- ◆ Work with CSX to determine potential pedestrian improvements to the at-grade rail crossings at St Andrews Road/Lake Murray Boulevard/Woodrow Street, St Andrews Road/Harbison Boulevard/Emory Lane/Irmo High School, St Andrews Road/Piney Grove Road/Seven Oaks Park, and N Woodrow Street/Royal Tower Drive.
- ◆ Improve biking conditions by working with NCDOT to sweep roadways and incrementally widen shoulders to key roadways such as Wescott Road and Nursery Road.
- ◆ Work with local schools to implement a Safe Routes to School (SRTS) sidewalk network.
- ◆ Advocate for complete streets designs as SCDOT and the counties make improvements to priority corridors.
- ◆ Incentivize the provision of bicycle parking by allowing reduction in vehicular spaces if a minimum number of u-racks are provided.



Woodrow Street functions as a key vehicular and pedestrian corridor near the center of Irmo. Currently sidewalks are narrow and only along a portion of the roadway.

Strategy 2G: Create gateways that welcome travelers to Irmo.

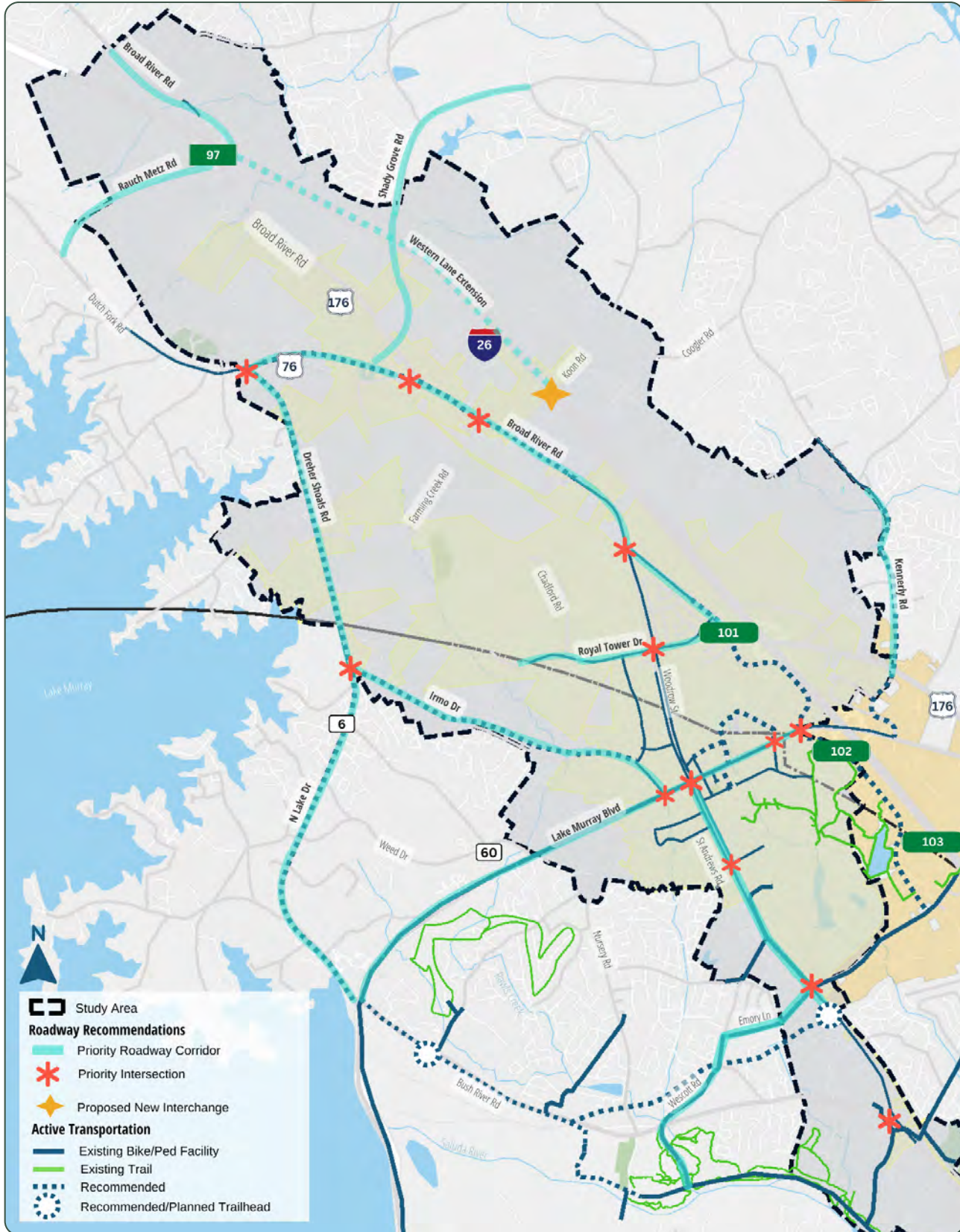
- ◆ Identify key gateways to the Town and develop plans for streetscaping and signage that consider organizational partnerships to improve, beautify, and maintain key gateways.
- ◆ Implement branded street signage to identify to travelers that they are within the Town.

Strategy 2H: Plan for the future by incorporating electric vehicle charging stations and autonomous vehicle technology into development and redevelopment plans and at key parks.

Strategy 2I: Continue working with partners to identify opportunities for park and ride facilities and/or transit enhancements.



ACTIVE TRANSPORTATION PRIORITIES



COMMUNITY FACILITIES

Existing Conditions/Trends

The Town provides its citizens with quality services, highlighted by its extensive park system and the Irmo Police Department. With the assistance of community partners, Irmo has gained a reputation as a desirable place to live with high quality community amenities.

IRMO PARKS

The Town of Irmo has a number of parks and recreation facilities that they maintain and use to host a variety of events throughout the year. The Greater Irmo Area also has access to parks that are maintained by the Irmo Chapin Recreation Commission to serve the local community members. The following parks are under the Town of Irmo's jurisdiction:

- ◆ Rawls Creek Park (*Recently opened*)
- ◆ Moore Park (*formerly Irmo Community Park*)
- ◆ Irmo Town Park
- ◆ Irmo Veteran's Park



REGIONAL PARKS AND RECREATION

The Greater Irmo Area also benefits from the hard work that the Irmo Chapin Recreation Commission has put in to create destination style parks and facilities that are catered to the local Irmo area as well as those who wish to travel to them. The following county and regional parks are located within the Greater Irmo Area:

- ◆ Mungo Park
- ◆ Saluda Shoals Park
- ◆ Seven Oaks Park
- ◆ Ballentine Park
- ◆ Friarsgate Park

PARKS LEVEL OF SERVICE

There are 8,261 total residential parcels within the boundaries of Irmo's study area. 4,520 of those parcels are served within a 0.5-mile service radius of parks. That equates to 54.7% of residential parcels within Irmo's study area served by one of Irmo's local parks or other parks. 3,741 of the residential parcels within Irmo's study area boundaries are not within a 0.5-mile radius of any of the existing parks (45.3%). 22.1 residential parcels are within a quarter-mile of an existing park.

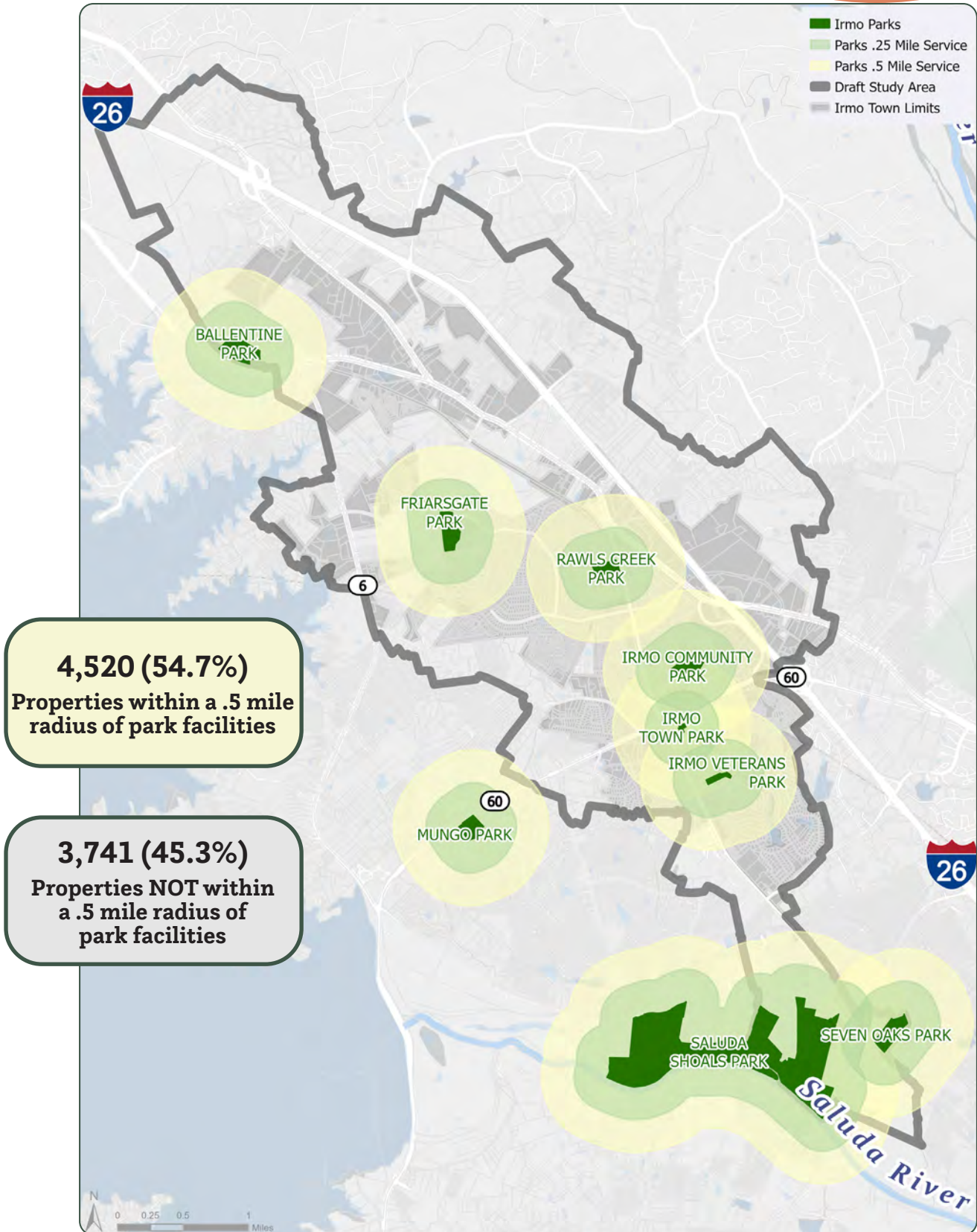
Saluda Shoals Park

Daily Park Admission
\$5/Car | \$12.50/passenger van | \$12/Bus





PARKS LEVEL OF SERVICE



WATER AND SEWER SYSTEMS:

The City of Columbia is the water provider for residents and businesses and is actively upgrading lines and improving water quality. The City is involved in the development review process for new development, requiring that new lines are built according to their specifications so that they can accept ownership and maintenance responsibility once the new lines are constructed. The source of the City of Columbia's water is Lake Murray and its 20 million gallon water filtration plant.

The City of Columbia and Richland County provide sewer service throughout the Town, but some subdivisions are served by Southwest Water Company.

Most electrical power and natural gas is provided by Dominion Energy, but Mid-Carolina Electric Cooperative provides electricity to some residents.

SOLID WASTE COLLECTION:

The Town contracts with Tyler's Sanitation to provide weekly curbside garbage, yard trash and recycling collection. The Town provides one recycling cart and one trash cart to each residential address. Tyler's Sanitation provides pickup five days a week.

PUBLIC SAFETY:

The Irmo Police Department has 32 full-time personnel, including 29 officers. Four to five patrol officers operate per shift. The department is divided up into 3 divisions: community services, patrol and criminal investigations. The public safety building, located at 1230 Columbia Avenue, is reaching its capacity and a new public safety building is planned in the next few years.



Fire protection is provided by the Irmo Fire District, which also serves a portion of Lexington County on the fringe of the Town's limits. The Fire District has a Class 1 ISO Rating throughout its service area. The Fire District fleet includes six front line apparatus, one swiftwater rescue truck/boat, one off road 6x6 brush unit, 2 reserve apparatus, and one squad unit. The District has 43 employees, and each shift has nine firefighters, three captains and one battalion chief.

EMERGENCY MEDICAL SERVICES

For emergency medical services (EMS), areas west of Broad River Road and Friarsgate subdivision are served by Lexington County. The remaining portion of the Town is served by a Richland County EMS unit.

EDUCATIONAL FACILITIES

Irmo is located in the Lexington-Richland Five school district. Eight elementary schools, two middle schools and two high schools serve Irmo residents:

H.E. Corley, Dutch Fork and Ballentine Elementary Schools (*Dutch Fork Middle and Dutch Fork High School*)

Harbison West, Leaphart, Nursery Road, Irmo and Seven Oaks Elementary Schools (*Irmo Middle and Irmo High School*)



The school district is currently building a new 3-story Irmo High School. It also plans to remodel Nursery Road, Harbison West and Dutch Fork elementary schools, but these plans are contingent on the passage of a bond referendum to be voted on in November 2024.

Irmo is also served by the Harbison branch of Midlands Technical College, centrally located in the Town limits. From 1911 to 1958, this site served as the Harbison Institute, a college for African Americans when educational resources were very limited. The Institute closed in 1958 and the land and buildings were donated to Midlands Tech to continue the legacy of providing a multicultural education.

LIBRARIES

Irmo has nearby libraries from Lexington County and Richland County Public Libraries. The Irmo Branch Library (*Lexington County*) is located at 6251 St. Andrews Road and Richland Library Ballentine is located at 1200 Dutch Fork Road. Richland Library St. Andrews offers a career coaching center, makerspace, teen area and community garden, as well as customary library services.

TOWN FACILITIES

Town Hall is located in the historic Mathias-Lown house at the corner of Woodrow Street and Columbia Avenue. Adjacent to Town Hall is the municipal building that houses municipal court, as well as town meetings and a variety of conferences and workshops. The Town staff is outgrowing Town Hall and has recognized the need for a new Town Hall building to better serve the community.



Irmo Elementary School is located just west of the center of Town.

COMMUNITY FACILITIES RECOMMENDATIONS

The Town of Irmo recognizes the value to the community of investing in its parks and infrastructure. With limited sources of revenue, its leaders have been creative in seeking other sources of funding to plan for needed projects like a new public safety building and possibly a new Town Hall.

Goal 1: Maintain excellent public safety services.

Strategy 1A: Maintain adequate personnel and equipment for Public Safety for Irmo's growing population.

Strategy 1B: Continue community outreach activities for all populations.

Strategy 1C: Regularly evaluate coverage and response times as the Town grows geographically.

Strategy 1D: Plan for new Irmo Police Department Headquarters to ensure it will adequately meet the future needs of the Department and the Town.

Strategy 1E: Work towards obtaining State Law Enforcement Accreditation.

Strategy 1F: Coordinate with adjacent jurisdictions and relevant organizations to meet public infrastructure and service needs.

- ◆ Pursue joint funding opportunities, shared use, maintenance and operations agreements and mutual aid/automatic aid agreements.

Goal 2: Improve park infrastructure to ensure safety and to provide quality recreational opportunities for all ages.

Strategy 2A: Plan for priority maintenance and improvements at existing parks.

- ◆ Improve ADA compliance with existing parks.
- ◆ Consider the addition of benches at Town parks to encourage older residents to visit.
- ◆ Study opportunities for beautification, tree planting and additional programming at existing parks.
- ◆ Enhance Moore Park by updating playground equipment, providing shade structures, improving security and lighting and making better use of the amphitheater to attract regional acts.
- ◆ Consider the creation of a site-specific master plan for Moore Park.
- ◆ Improve access to Moore Park
 - ◆ *Add signage along Church Street and*



Lake Murray Boulevard directing traffic to Moore Park.

- ◆ *Add a sidewalk or multi-use path along Church Street to improve pedestrian accessibility.*
- ◆ *Seek formalized pedestrian and/or roadway connection along Moseley Avenue from Woodrow Street to Moore Park and Church Street.*

- ◆ Continue improvements to Rawls Creek Park and promote its community amenities.

Strategy 2B: Add lighting and increase police presence along all trails in the park system.

Strategy 2C: In conjunction with Irmo/Chapin Recreation Commission, develop a Parks and Recreation Master Plan that assesses park equipment, access, safety and future needs.



Strategy 2D: Promote usage of lesser known parks through community activities and events.

Strategy 2E: Improve wayfinding and signage for parks and greenways and other key destinations in Town.

Strategy 2F: Coordinate with school systems on opportunities to co-locate schools, community centers and/or parks when designing new campuses.

Goal 3: Ensure public utility infrastructure meets the future needs of the Town.

Strategy 3A: Working closely with utility providers, regularly assess the condition of infrastructure that serves the Town's residents and businesses.

Strategy 3B: Require that water and sewer providers review development plans to ensure that capacities exist or upgrades can be readily provided.

Strategy 3C: Ensure Town staff is included in all long-range planning for utility expansion within the vicinity of Town limits.

Survey respondents requested more events at the Moore Park Amphitheater

NATURAL RESOURCES

Trends

The majority of the land cover of Irmo is considered urban because the land within the Town limits has largely been developed as residential and commercial areas. Despite development, Irmo's long-standing appreciation of trees within its borders is evident and results in many environmental benefits including reductions in cooling costs and summer temperatures, the provision of wildlife habitat, reduced erosion and enhanced stormwater management.

TREE CANOPY COVERAGE

Irmo prides itself on its long-standing status as a Tree City USA and its care for its trees, like the large white oak in Irmo Town Park. A map of the study area's tree canopy coverage shows a higher concentration of trees in the northern area compared to the more developed areas in the southern half.

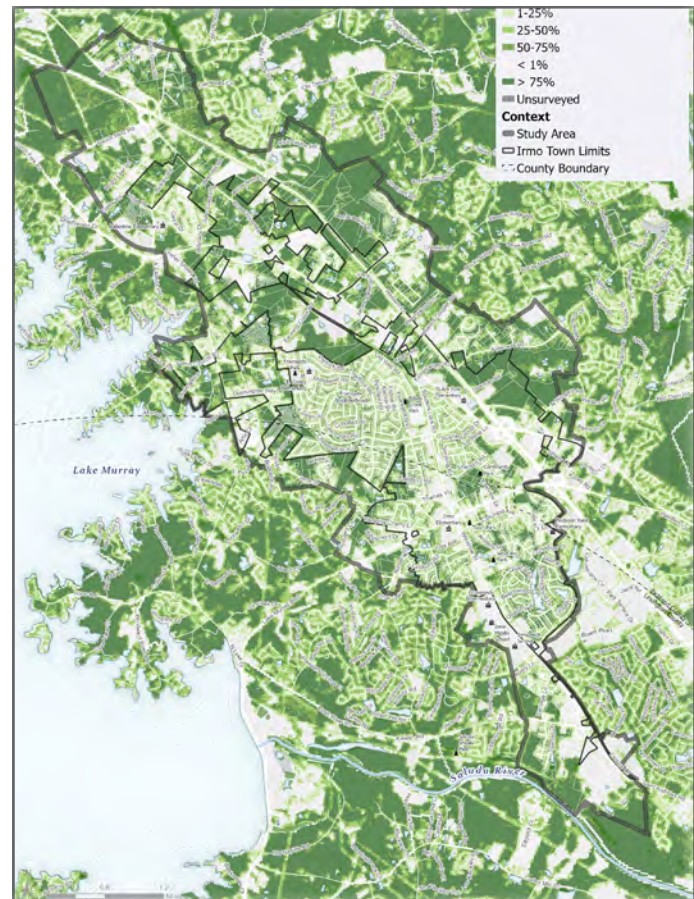
LAKE MURRAY

Often referred to as "The Jewel of South Carolina", Lake Murray sits just west of the Town of Irmo and was designed and built in the 1920's along with a dam to harness hydro-electric power. The lake has provided not only electric power, but also a location for the U.S. military for pilot trainings in the early 1940's, and is a popular recreational destination for boating, camping, and other active and passive recreation opportunities.

WATERSHEDS AND RIVER BASINS

The Town of Irmo is located in both the Broad River Basin, and the Saluda River Basin as the Saluda River runs on the southern side of Town, while the Broad

Tree Canopy Coverage

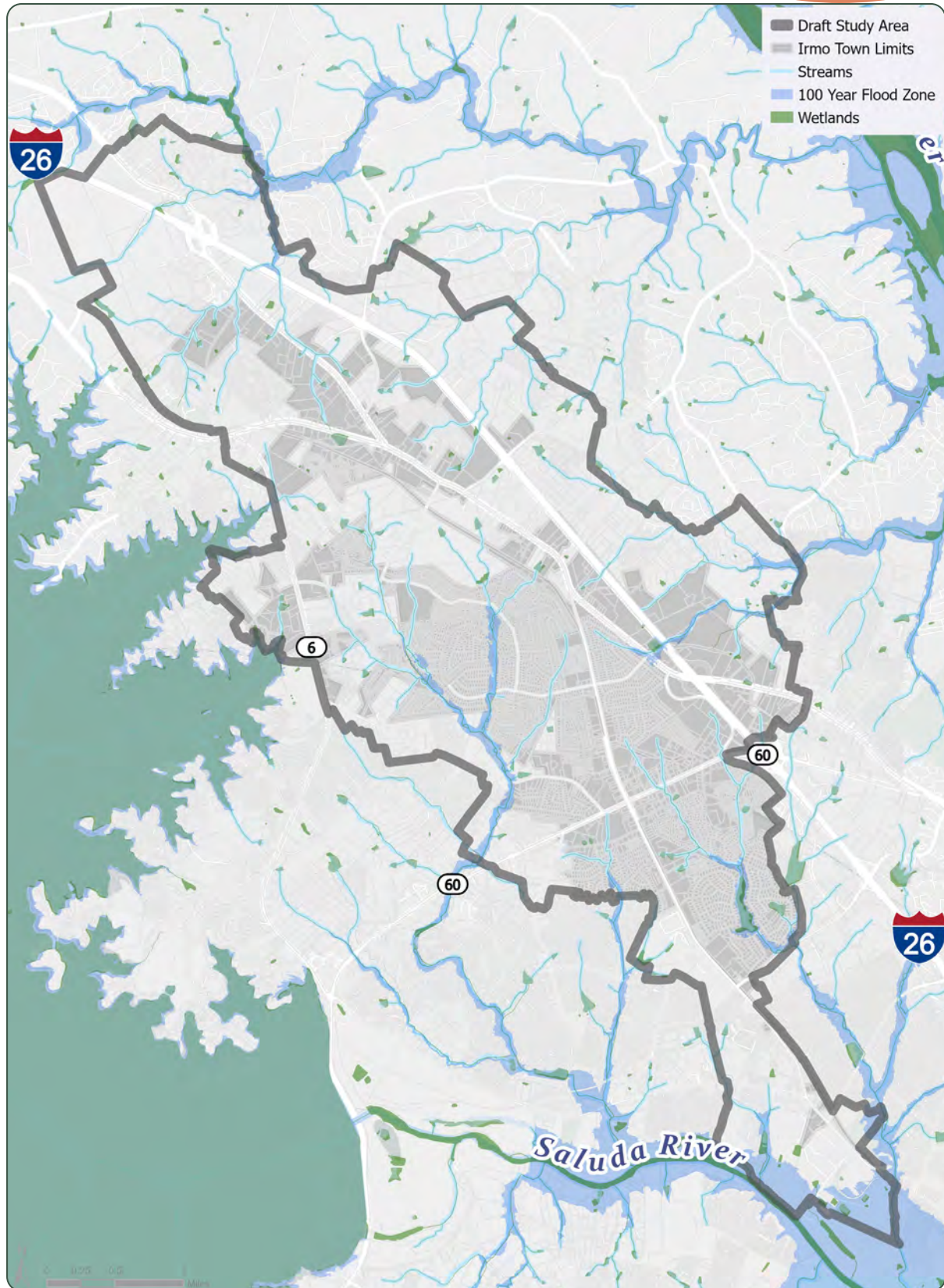


River runs along the northern section of Town before they meet in Columbia. The stormwater in Irmo runs into these respective basins before eventually draining to the Atlantic Ocean.

Four of Irmo's waterbodies are considered impaired, according to South Carolina Department of Environmental Services' 2022 list: portions of Rawls Creek (*biological-macroinvertebrates*), Saluda River (*turbidity and Mercury*), Lorick Branch (*dissolved Oxygen*), and Kinley Creek (*biological-macroinvertebrates*).



ENVIRONMENTAL FEATURES



NATURAL RESOURCES RECOMMENDATIONS

Irmo's long history of planting and requiring trees within its neighborhoods and commercial areas is an indication of the value the Town puts on its natural resources. Irmo's proximity to water and recreational opportunities further emphasizes the critical need to protect the environment as it grows.

Goal 1: Protect and maintain natural resources, including water quality, tree canopy and connected open space in the Town and surrounding areas.

Strategy 1A: Preserve open space and key natural features in new development.

- ◆ Maintain minimum open space requirements for single family subdivisions with 10 or more lots, multi-family projects and townhouse projects.
- ◆ Prioritize the preservation of mature forests, viewsheds, stream corridors (up to to 300ft), wetlands, floodplains and adjacent forests, areas with historical significance and steep slopes.



Strategy 1B: Encourage the use of Conservation Design on larger properties in rural areas and areas with significant environmental features including mature trees, wetlands, floodplains and unique habitats.

- ◆ Consider revising the minimum open space requirements for Cluster Development (Conservation Design) from 60% to 40 or 50% in order to make the options more attractive for new development.

Strategy 1C: Maintain and increase the tree canopy coverage by conducting maintenance activities and tree plantings within the Town's rights-of-way and on public land.

Strategy 1D: Strengthen tree planting and protection requirements for new development.

Goal 2: Preserve and protect water quality.

Strategy 2A: Increase the size of required stream buffers within new development beyond the Lexington County minimum of 50 feet.



Strategy 2B: Coordinate with Lexington County to implement Best Management Practices (BMPs) to reduce impact of post-development stormwater runoff.

Strategy 2C: Encourage context-sensitive development within Lake Murray Overlay area to protect the Town's water source and sensitive natural features surrounding the lake.

- ◆ New development should include environmental and open space commitments that exceed base standards.
- ◆ Standards and/or incentives should be utilized to encourage 100' riparian buffers, preservation of viewsheds, mix of active and passive open space, minimum 10% tree canopy, minimum percentage of pervious surface.

Strategy 2D: Coordinate with area residents to create and implement long-term watershed management strategies for the Rawls and Kinley Creek Watersheds and support health of the larger Lower Saluda River watershed and its impaired tributaries.

Strategy 2E: Continue to actively participate in the regional water quality initiatives, to include Lexington County Stormwater Consortium, Midlands River Coalition and Three Rivers Watershed Stakeholder Group.



Mature trees like this large white oak in Town Park provide shade and valuable ecological services.

Goal 3: Take steps to improve the air quality of the Town.

Strategy 3A: Require more trees to be planted in parking lots to help reduce the heat island effect and improve air quality.

Strategy 3B: Participate in regional clean air activities by becoming an active member of the Clean Air Midlands Air Quality Coalition.

Strategy 3C: Coordinate with the South Carolina Forestry Commission to conduct a tree canopy study of the Town and a management plan to maintain a high percentage of trees

RESILIENCY

Overview

The Disaster Relief and Resilience Act of 2020 amended Section 6-29-510(D) of the SC Local Government Comprehensive Planning Enabling Act to require the development of a separate resiliency element for the Comprehensive Plan. This element will consider the impacts of flooding, high water and natural hazards on individuals, communities, institutions, businesses, economic development, public infrastructure and facilities, as well as public health, safety and welfare.

HAZARDS

Flooding, winds and hail from storms, increased precipitation, extreme heat and drought are all natural hazards that Irmo has been exposed to historically and may be threatened by in the coming years. The 2021 Central Midlands Hazard Mitigation Plan outlines these hazards and prioritizes mitigation measures to reduce exposure and increase the speed of recovery in the future. This plan element delves deeper into resiliency for Irmo and addresses some of the key historical and evolving threats on a local level.

EXTREME HEAT

Irmo residents, like all South Carolinians, are very familiar with the long heat waves with prolonged high temperatures in the summer. Increased or extreme heat levels can be dangerous and lead to heat exhaustion, heat stroke, sunburn or other medical conditions. Frequently informing citizens on heat safety, providing public spaces with relief from the heat, like libraries, schools and/or recreation centers, and encouraging tree planting and

maintenance of mature trees are all ways to address increasing temperatures.

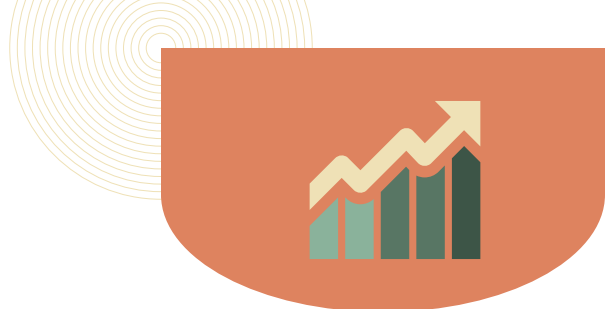
SOCIAL VULNERABILITY

The Census Tracts that include the majority of Irmo's municipal limits are identified as having a medium to high level of social vulnerability. This was based on the community's socioeconomic status, household characteristics, racial makeup and housing type and transportation access (*Source: CDC/ATDSR Social Vulnerability Index 2022*). This is important because under-resourced communities often have less physical infrastructure, social capital and financial means to deal with extreme heat and other hazards.

COMMUNITY LIFELINES

FEMA Community Lifelines are used to identify assets that provide fundamental services for the community. These integrated network of integrated assets, services, and capabilities provide lifeline services used to support day-to-day support for reoccurring needs of the community. When disrupted, rapid re-establishment or employment of contingency response solutions are required to stabilize the asset and aid in the recovery of the community as a whole. There are eight types of community lifelines:

- ◆ Safety and Security
- ◆ Food, Hydration, Shelter
- ◆ Health and Medical
- ◆ Energy
- ◆ Communications
- ◆ Transportation
- ◆ Hazardous Materials
- ◆ Water Systems



Community Lifelines



Fire Department, Police Department, Public Works, Town Hall, Highway Patrol



Kroger, Walmart, other grocery stores, churches, homes and apartments



Lexington Medical Center, Prisma Health, urgent cares



Water and sewer systems, Lake Murray



Gas stations, Dominion Energy



United States Postal Service, internet/fiber infrastructure, cell phone towers

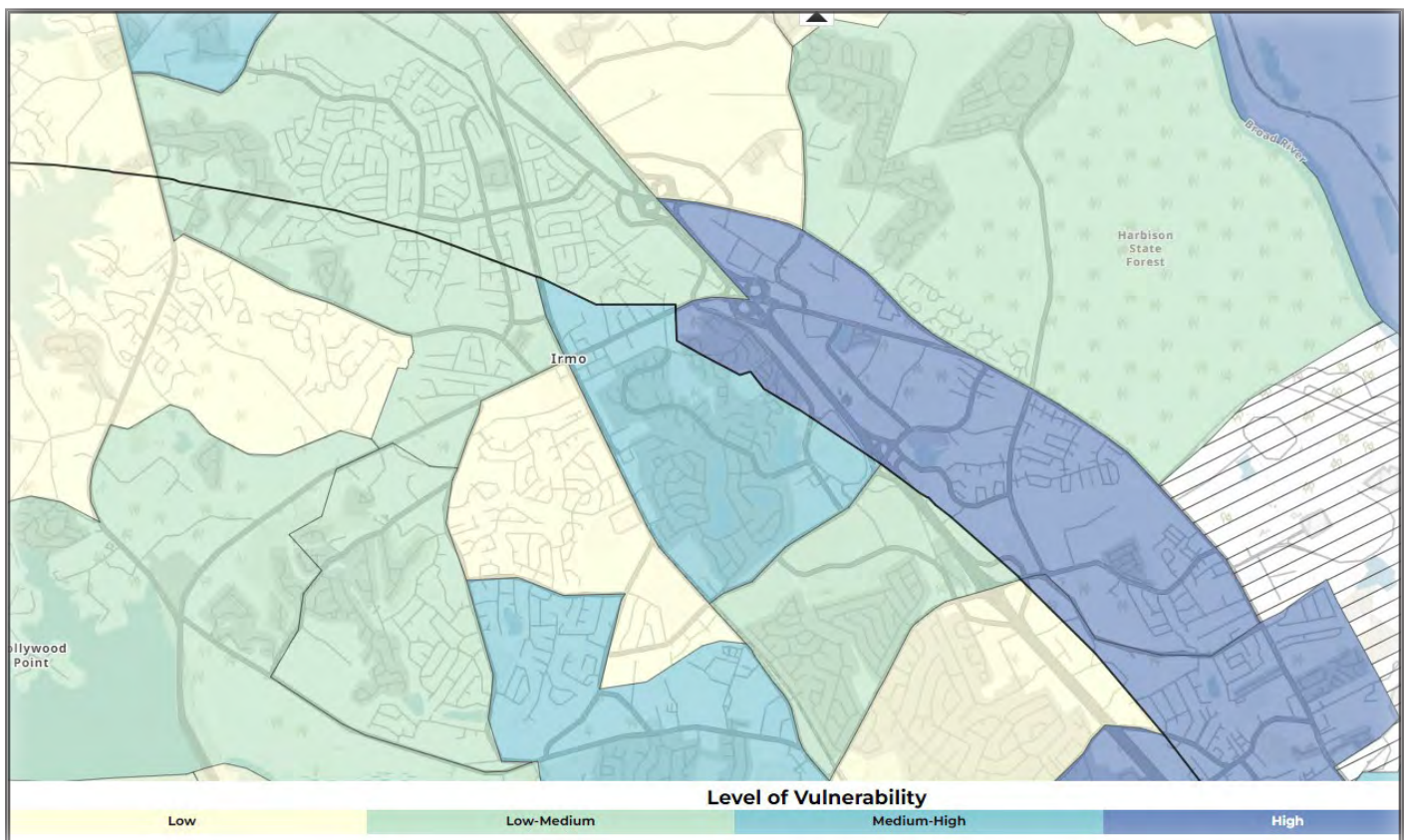


Lake Murray Boulevard, I-26, St Andrews Road, Broad River Road, Irmo Drive, Bush River Road, SC 6



Waste and recycling centers, HazMat locations

Social Vulnerability Map



RESILIENCY RECOMMENDATIONS

Recommendations in this element focus on mitigating risk and impacts and preparing for recovery from hazards. Identifying and protecting critical facilities, assisting vulnerable populations and supporting financial resiliency are also key to reducing the impacts from hazards.

Goal 1: Mitigate impacts of natural hazards and heat exposure.

Strategy 1A: Continue to participate in FEMA's National Flood Insurance Program (NFIP) and take recommended steps to reduce flood risk.

Strategy 1B: Pursue grant funding and other resources to upgrade bridges, culverts and undersized or aging drainage infrastructure.

Strategy 1C: Consider updating regulations to incentivize green stormwater infrastructure and low impact development (LID) techniques including bioswales, pervious pavement, stormwater planters, green roofs and other features.

Strategy 1D: Implement hazard mitigation strategies as referenced in the 2021 Central Midlands Hazard Mitigation Plan.



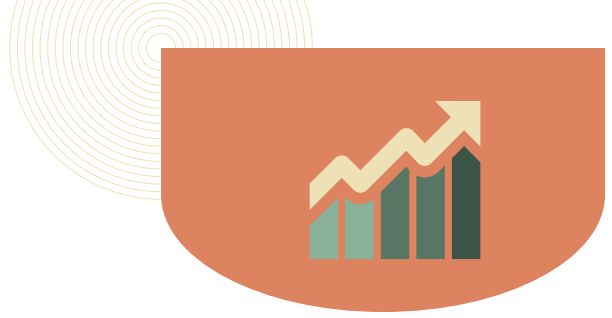
What is Low Impact Development (LID)?

LID is a land planning and engineering design approach to manage stormwater runoff. LID emphasizes conservation and use of on-site natural features to protect water quality.

- ◆ Conserve natural areas wherever possible
- ◆ Minimize the developmental impact on hydrology
- ◆ Maintain runoff rate and duration from the site
- ◆ Scatter integrated management practices throughout the site
- ◆ Implement pollution prevention, proper maintenance and public education

Strategy 1E: Increase tree canopy and diversity.

- ◆ With the assistance of the SC Forestry Commission, conduct an urban forest management plan to assess all of the Town's trees and identify future planting sites.



Goal 2: Improve critical facilities and response capabilities.

Strategy 2A: Identify and safeguard critical facilities associated with water, sewer, power and public safety within the Town.

- ◆ Consider resiliency upgrades (i.e. backup power) to existing facilities and new facilities.

Strategy 2B: Study critical infrastructure that may be at risk from High Hazard dams within the Town's jurisdiction.

Strategy 2C: Encourage alternative energy sources.

- ◆ Update the zoning ordinance to include standards for types and location of solar panels.
- ◆ Consider adding solar panels to Town-owned facilities.

Goal 3: Identify and assist vulnerable populations.

Strategy 3A: Stay in regular communication with Irmo's faith communities and other partner organizations to find ways that the Town can assist in better serving communities of color, low income residents, seniors, and youth.

Strategy 3B: Increase viable, safe transportation options through the

continued investment in sidewalks, safe crossing of busy intersections using pedestrian refuges, and expansion of greenways within and surrounding the Town.

Goal 4: Support financial resiliency.

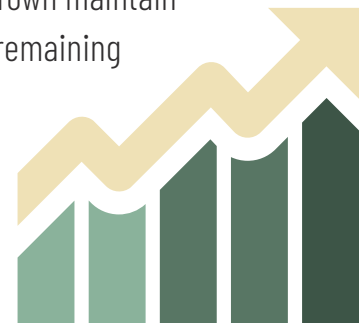
Strategy 4A: Implement land use regulations that welcome a wide range of businesses to keep business license revenue stable during economic downturns.

Strategy 4B: Participate in recruitment activities to meet local needs.

Strategy 4C: Support efforts by partner organizations like Midlands Technical College to improve training for jobs and educational opportunities for all ages.

Strategy 4D: Study ways to remain millage-free.

- ◆ The Town of Irmo is one of the few towns in South Carolina without property tax.
- ◆ Additional revenue sources, such as the adoption of a local accommodations tax could help the Town maintain services while remaining millage free.



PRIORITY INVESTMENT

Overview

To better plan for future public investments of Irmo, this plan element outlines anticipated revenues, prospective financial opportunities and priority projects, programs or positions that may assist in the implementation of this plan's recommendations.

Revenue and Expenses

The 2024-2025 Fiscal Year Budget was guided by goals from the Town's Strategic Plan:

- ◆ Create a long-term financial strategy
- ◆ Preserve and enhance Irmo's appearance
- ◆ Grow the Town in terms of people, businesses and geography
- ◆ Continuous improvement of Town services.

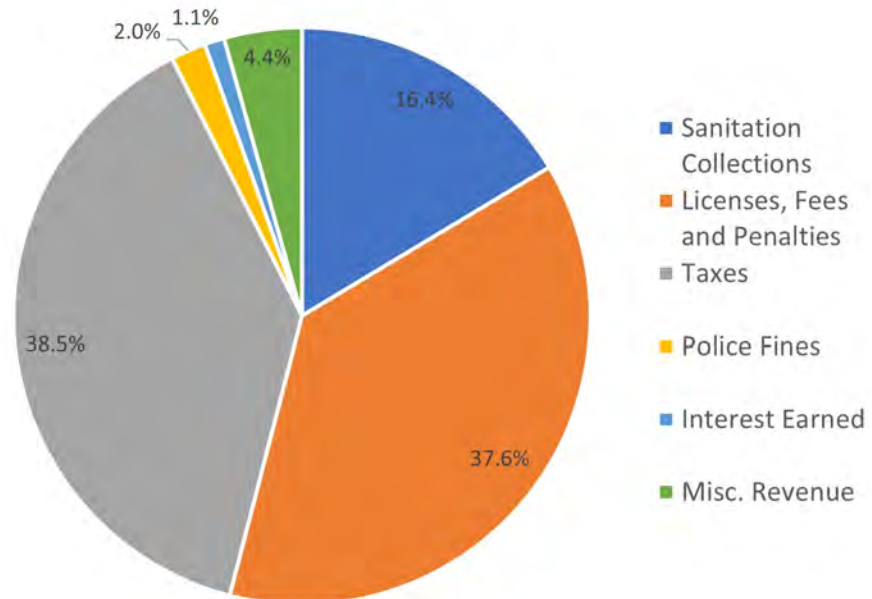
The FY2024-25 budget outlines the revenues and expenses for the year with the largest revenue contributor being taxes (*primarily Hospitality and Local Option Sales*). Licenses, fees and penalties also contribute significantly to the Town's revenue. The Town does not collect property taxes.

What is the Priority Investment Element?

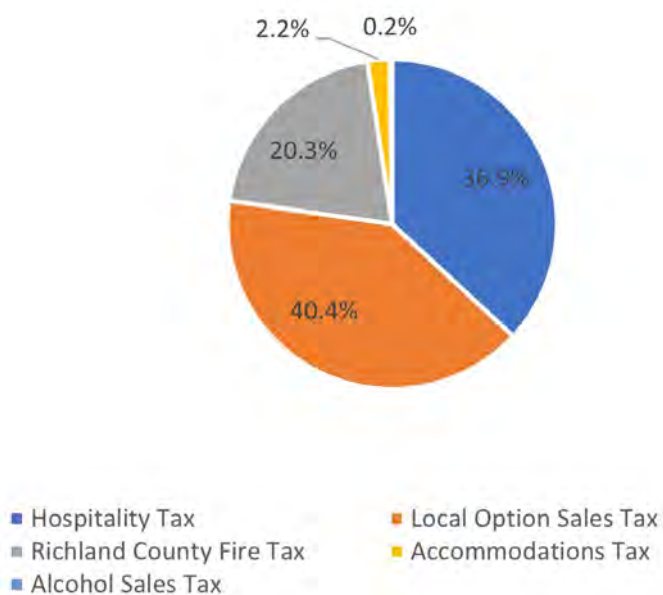
The South Carolina Planning Enabling Act defines the priority investment element. It states that the element: "analyzes the likely federal, state, and local funds available for public infrastructure and facilities during the next ten years, and recommends the projects for expenditure of those funds during the next ten years for needed public infrastructure and facilities such as water, sewer, roads, and schools. The recommendation of those projects for public expenditure must be done through coordination with adjacent and relevant jurisdictions and agencies."



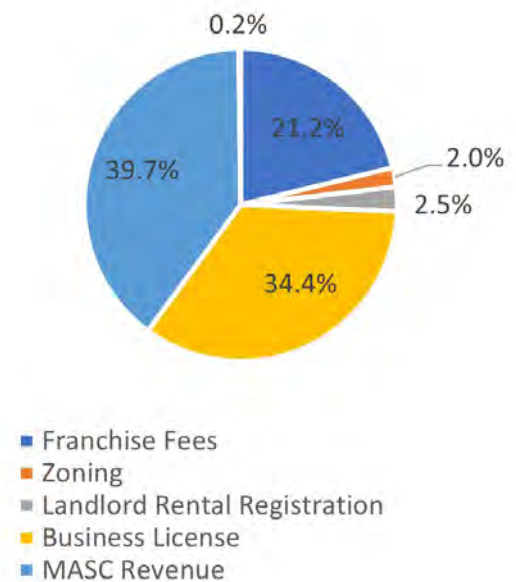
2024-25 Budget: Proposed Overall Revenues



2024-25 Budget: Tax Revenues



2024-25 Budget: License, Fee & Penalties Revenues



Existing and future needs

The 2024-2025 Budget included the purchase of four new police vehicles and the creation of a new civilian code enforcement inspector position. Also on the horizon is a new Town Hall building, which is in the early stages of planning and design.

As the population of the Town grows, there will be increasing demands for personnel and capital projects. Personnel and projects should be evaluated on an annual basis based on need. Existing funding sources and additional funding sources including local, regional, federal, and state funding or grants should be pursued.

The following table highlights local priorities that will assist in the implementation of key recommendations and make progress on identified community goals. These items are numbered for reference purposes only and are not listed in order of priority.

PRIORITIES TABLE

Plan Element/Topic		Goal/Task	Detailed Tasks	Timeframe
1	Population	Goal 1	Encourage redevelopment of underutilized properties.	Long-term
2	Population	Goal 1	Consider annexation petitions from commercial and residential areas that would benefit from Town services.	Ongoing
3	Population	Goal 1	Pursue strategic annexations along I-26 and Broad River Road	Short-term
4	Land Use	Goal 3	Pursue streetscape improvements in key areas.	Long-term
5	Land Use	Goal 3	Pursue the construction of a new Town Hall near the Town Center area designated on the Future Land Use Map and include community in design of site and facility	Short-term
6	Housing	Goal 2	Enforce property maintenance regulations to ensure the safety of neighborhoods.	Ongoing
7	Housing	Goal 2	Grow the daily presence of code enforcement officers in neighborhoods through patrolling and community interactions.	Ongoing

Timeframe Key: Short-term - 1-2 Years, Mid-term - 2-3 Years, Long-term - 3-5 Years



Plan Element/Topic		Goal/Task	Detailed Tasks	Timeframe
8	Cultural Resources	Goal 1	Town History room in the new Town Hall or existing Town Hall.	Medium-term
9	Cultural Resources	Goal 2	Require Town of Irmo branding to be utilized for special events hosted in community facilities such as Town Park or Moore Park.	Short-term
10	Transportation	Goal 2	Create gateways that welcome travelers to Irmo.	Long-term
11	Transportation	Goal 2	Plan for the future by incorporating electric vehicle charging stations and autonomous vehicle technology into development and redevelopment plans and at key parks.	Medium-term
12	Community Facilities	Goal 1	Work towards obtaining State Law Enforcement Accreditation.	Short-term
13	Community Facilities	Goal 2	Improve wayfinding and signage for parks and greenways and other key destinations in Town.	Medium-term
14	Natural Resources	Goal 1	Preserve open space and key natural features in new development.	Short-term
15	Natural Resources	Goal 2	Increase the size of required stream buffers within new development beyond the Lexington County minimum of 50 feet.	Medium-term
16	Resiliency	Goal 3	Stay in regular communication with Irmo's faith communities and other partner organizations to find ways to that the Town can assist in better serving communities of color, low income residents, seniors and youth.	Ongoing

Timeframe Key: Short-term - 1-2 Years, Mid-term - 2-3 Years, Long-term - 3-5 Years



Staff Report

APPROVAL OF RESOLUTION 24-12 to Approve Expenditures of Revenue Generated from the Accommodations Tax (A-Tax Committee). Applications were received from Capital City/Lake Murray Country, Greater Irmo Chamber of Commerce, Irmo Future Growth, Irmo International Festival, and the Irmo Okra Strut.

DATES: October 15, 2024
TO: Town Council
FROM: Courtney Dennis, Town Administrator
SUBJECT: **A RESOLUTION TO APPROVE EXPENDITURES OF REVENUES GENERATED FROM THE ACCOMMODATIONS TAX**
ACTION REQUESTED: Approval of Resolution 24-12

Background

As stated in the Irmo Code of Laws, the town accommodations tax advisory committee is created along with the powers and duties as outlined in that law, and whatever other powers and duties as the town council may lawfully provide.

The code also states “the advisory committee shall organize itself electing one of its members as chairperson and one as vice-chair whose terms must be for one year. It shall appoint a secretary who may be an officer or an employee of the governing authority or of the advisory committee. The advisory committee shall meet at the call of the chairperson or a minimum of one time annually. The committee will submit written recommendations to the town council at least once annually regarding the expenditure of state accommodations tax proceeds. The town council may accept, reject, or modify these recommendations. Local Accommodations Tax proceeds must be used for tourism-related projects and programs as defined in S.C. Code 1976, § 6-1-530”. South Carolina State Law also defines how the received money will be distributed. Specifically, S.C. Code 1976, § 6-4-10. Allocation to general fund; special fund for tourism; management and use of special fund.

The funds received by a municipality or a county in county areas collecting more than fifty thousand dollars from the local accommodations tax provided in Section 12-36-2630(3) must be allocated in the following manner:

- (1) The first twenty-five thousand dollars must be allocated to the general fund of the municipality or county and is exempt from all other requirements of this chapter.
- (2) Five percent of the balance must be allocated to the general fund of the municipality

or county and is exempt from all other requirements of this chapter.

(3) Thirty percent of the balance must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity. To manage and direct the expenditure of these tourism promotion funds, the municipality or county shall select one or more organizations, such as a chamber of commerce, visitor and convention bureau, or regional tourism commission, which has an existing, ongoing tourist promotion program. If no organization exists, the municipality or county shall create an organization with the same membership standard in Section 6-4-25. To be eligible for selection the organization must be organized as a nonprofit organization and shall demonstrate to the municipality or county that it has an existing, ongoing tourism promotion program or that it can develop an effective tourism promotion program. Immediately upon an allocation to the special fund, a municipality or county shall distribute the tourism promotion funds to the organizations selected or created to receive them. Before the beginning of each fiscal year, an organization receiving funds from the accommodations tax from a municipality or county shall submit for approval a budget of planned expenditures. At the end of each fiscal year, an organization receiving funds shall render an accounting of the expenditure to the municipality or county which distributed them. Fees allocated pursuant to this subsection must not be used to pledge as security for bonds and to retire bonds. Also, fees allocated pursuant to this subsection must be allocated to a special fund and used only for advertising and promotion of tourism to develop and increase tourist attendance through the generation of publicity, and not used to pledge as security for bonds and to retire bonds.

(4)(a) The remaining balance plus earned interest received by a municipality or county must be allocated to a special fund and used for tourism-related expenditures. This section does not prohibit a municipality or county from using accommodations tax general fund revenues for tourism-related expenditures.

"Tourism-related expenditures" include:

(i) advertising and promotion of tourism so as to develop and increase tourist attendance through the generation of publicity;

(ii) promotion of the arts and cultural events;

(iii) construction, maintenance, and operation of facilities for civic and cultural activities including construction and maintenance of access and other nearby roads and utilities for the facilities;

(iv) the criminal justice system, law enforcement, fire protection, solid waste collection, and health facilities when required to serve tourists and tourist facilities. This is based on the estimated percentage of costs directly attributed to tourists;

(v) public facilities such as restrooms, dressing rooms, parks, and parking lots;

(vi) tourist shuttle transportation;

(vii) control and repair of waterfront erosion, including beach renourishment;

(viii) operating visitor information centers.

(c)(i) Allocations to the special fund must be spent by the municipality or county within two years of receipt. However, the time limit may be extended upon the recommendation of the local governing body of the county or municipality and approval of the oversight committee established pursuant to Section 6-4-35. An extension must include provisions that funds be committed for a specific project or program.

(ii) Notwithstanding the provisions of subsubitem (i), upon a two-thirds affirmative vote of the membership of the appropriate local governing body, a county or municipality may carry forward unexpended allocations to the special fund beyond two years provided that the county or municipality commits use of the funds exclusively to the control and repair of waterfront erosion, including beach renourishment. The county or municipality annually shall notify the oversight committee, established pursuant to Section 6-4-35, of the basic activity of the committed funds, including beginning balance, deposits, expenditures, and ending balance.

(d) In the expenditure of these funds, counties and municipalities are required to promote tourism and make tourism-related expenditures primarily in the geographical areas of the county or municipality in which the proceeds of the tax are collected where it is practical.

Analysis

For FY24-25 (July 2024 – June 2025), the Town of Irmo has the following A-Tax funds to distribute:

- 30% Fund – (special fund used only for advertising and promotion of tourism) -

\$20,685.89

65% Fund – (special fund used for tourism-related expenditures) - **\$51,389.69.**

- Applications Received and Amounts Requested:

Capital City/Lake Murray Country – entire 30% fund or \$40,000

Greater Irmo Chamber of Commerce - \$15,000

Irmo Future Growth - \$10,000

Irmo International Festival - \$19,785

Lexington Medical Center Irmo Okra Strut - \$30,000

Staff Findings

The Accommodations Tax Advisory Committee recommends the 30% Restricted Funds be awarded to CAPITAL CITY/LAKE MURRAY in the amount of \$20,685.89.

The Accommodations Tax Advisory Committee also recommends the remaining 65% of Special Funds be awarded to the GREATER IRMO CHAMBER OF COMMERCE in the amount of \$15,000, IRMO FUTURE GROWTH CORPORATION in the amount of \$10,000, LEXINGTON MEDICAL CENTER IRMO OKRA STRUT in the amount of \$10,000, IRMO INTERNATIONAL FESTIVAL in the amount of \$10,000, and CAPITAL CITY/LAKE MURRAY in the amount of \$6,389.69.

Attachments

1. Resolution 24-12 - A-Tax Resolution

STATE OF SOUTH CAROLINA)
)
TOWN OF IRMO)

RESOLUTION 24-12

**A RESOLUTION TO APPROVE EXPENDITURES OF REVENUES GENERATED
FROM THE ACCOMMODATIONS TAX**

WHEREAS, under the authority set forth in S.C. Code, Supplement 1997, Title 6, Chapter 4, along with House Bill 3851, the Town of Irmo has established an Accommodations Tax Advisory Committee under Town Ordinance 16-19;

WHEREAS, the Accommodations Tax Advisory Committee is required to make recommendations to the Irmo Town Council on the expenditures of revenues generated from the accommodations tax; and

WHEREAS, the Town of Irmo announced and accepted FY2-25 Tax Fund Applications that were made available to the Accommodations Tax Advisory Committee for review; and

WHEREAS, on September 25th, 2024, the Irmo Accommodations Tax Advisory Committee convened and reviewed the applications; and

WHEREAS, the Accommodations Tax Advisory Committee recommends the 30% Restricted Funds be awarded to **CAPITAL CITY/LAKE MURRAY** in the amount of **\$20,685.89**; and

WHEREAS, the Accommodations Tax Advisory Committee also recommends the remaining 65% of Special Funds be awarded to the **GREATER IRMO CHAMBER OF COMMERCE** in the amount of **\$15,000**, **IRMO FUTURE GROWTH CORPORATION** in the amount of **\$10,000**, **LEXINGTON MEDICAL CENTER IRMO OKRA STRUT** in the amount of **\$10,000**, **IRMO INTERNATIONAL FESTIVAL** in the amount of **\$10,000**, and **CAPITAL CITY/LAKE MURRAY** in the amount of **\$6,389.69**; and

WHEREAS, on October 17th, 2024, the Irmo Town Council reviewed the recommendations and approves that the 30% Restricted Funds be awarded to **CAPITAL CITY/LAKE MURRAY** in the amount of **\$20,685.89** and that the 65% of Special Funds be awarded to the **GREATER IRMO CHAMBER OF COMMERCE** in the amount of **\$15,000**, **IRMO FUTURE GROWTH CORPORATION** in the amount of **\$10,000**, **LEXINGTON MEDICAL CENTER IRMO OKRA STRUT** in the amount of **\$10,000**, **IRMO INTERNATIONAL FESTIVAL** in the amount of **\$10,000**, and **CAPITAL CITY/LAKE MURRAY** in the amount of **\$6,389.69**; and

NOW, THEREFORE, BE IT RESOLVED this resolution was formally adopted by a majority vote of the Irmo Town Council of Irmo, South Carolina on the **15th** day of **October 2024**.

[signatures appear on the following page]

RESOLUTION 24-12

ADOPTED IN REGULAR MEETING this 15th day of October 2024.

William O. Danielson - Mayor

ATTEST:

Lisa Hancock, Municipal Clerk



Staff Report

APPROVAL OF RESOLUTION 24-13 to Authorize certain Municipal Officials to Conduct Banking Business (Staff).

DATES: October 15, 2024
TO: Town Council
FROM:
SUBJECT:
ACTION
REQUESTED:

Background

Analysis

Staff Findings

Attachments

1. Resolution 24-13 - Banking Business

STATE OF SOUTH CAROLINA)
)
TOWN OF IRMO) **RESOLUTION 24-13**
) **TO AUTHORIZE CERTAIN MUNICIPAL**
) **OFFICIALS TO CONDUCT BANKING BUSINESS**

WHEREAS, the Town of Irmo, South Carolina, is a municipal corporation, incorporated and existing under the laws of the Great State of South Carolina, and;

WHEREAS, the Town of Irmo through its duly constituted Council desires to nominate, constitute, and appoint certain municipal officers to conduct business on behalf of the Town with certain financial institutions;

NOW, THEREFORE, BE IT RESOLVED, by the Council of the Town of Irmo, South Carolina, in Council duly assembled on this 15th day of October 2024:

1. Designation of Authorized Municipal Officials

The following individuals are hereby authorized to conduct banking and financial transactions on behalf of the Town of Irmo, including but not limited to opening and closing bank accounts, endorsing checks and other instruments, initiating and approving transfers, and conducting other necessary business:

- Courtney Dennis, Town Administrator
- Douglas Polen, Assistant Town Administrator
- Lisa Hancock, Finance Director/Municipal Clerk
- William O. Danielson, Mayor

2. Scope of Authority

The above-named officials are authorized to execute any and all agreements, instruments, documents, or instructions required by the financial institutions in the normal course of business, subject to any additional limitations as established by the Town Council.

3. Supersession of Prior Resolutions

This Resolution supersedes any previous resolutions or authorizations regarding the designation of municipal officials for conducting banking business on behalf of the Town of Irmo.

BE IT FURTHER RESOLVED that this Resolution 24-13 shall become effective on October 15th, 2024

William O. Danielson, Mayor

ATTEST:

Lisa Hancock, Municipal Clerk



Staff Report

Approval of the SCPRT Grant Award Agreement in the amount of \$500,000 towards the New Town Hall Project (Staff).

DATES: October 15, 2024
TO: Town Council
FROM: Courtney Dennis, Town Administrator
SUBJECT: Approval of the SCPRT Grant Award Agreement in the amount of \$500,000 towards the New Town Hall Project (Staff)
ACTION REQUESTED: Approval of the SCPRT Grant Award Agreement in the amount of \$500,000 towards the New Town Hall Project.

Background

Analysis

Staff Findings

Attachments

1. 4 - Legislative Grant Agreement - Town of Irmo - New Town Hall

South Carolina Department of Parks, Recreation & Tourism

LEGISLATIVE/EARMARKED AWARD AGREEMENT

Grantee: Town of Irmo

Project Name: Town of Irmo – New Town Hall

Grant Period: October 4, 2024 – June 30, 2025

Grant Award: \$500,000.00

South Carolina Department of Parks, Recreation and Tourism (SCPRT) does commit and grant to the Grantee, the sum in dollars set forth in the terms and conditions below for the project identified in Section 2 below. The acceptance of the Agreement and the Application for Grant, which is incorporated herein by reference, creates a contract between SCPRT and the Grantee, legally binding the Grantee to carry out the activities and obligations set forth in the Application and this Agreement, all in accordance with the terms and conditions set forth in this Agreement and in any appendices and any other documents or conditions attached herein and incorporated herein by reference.

Section 1: DEFINITIONS:

- (a) Agreement means this Grant Award Agreement.
- (b) Application means the Grant Program application forms submitted by the Grantee to SCPRT.
- (c) SCPRT means the South Carolina Department of Parks, Recreation & Tourism.
- (d) Grant means the dollars committed by SCPRT to the Grantee for the project.
- (e) Grantee means the unit of government or organization designated for the Grant and set forth above.
- (f) Project means the project identified and described in the Application.
- (g) State means the State of South Carolina and any agencies or offices thereof.

Section 2: PROJECT DESCRIPTION: To build a new Town Hall Facility.

Section 3: AMENDMENTS: Any changes in the scope of work of the grant must be submitted in writing by the Grantee to SCPRT, and such request must clearly identify the need for the change or relief. Any adjustment granted by SCPRT shall be appended to this Agreement as an amendment.

Section 4: PERFORMANCE: By acceptance of this Grant, the Grantee warrants that it will complete or cause to be completed the activities as described in the approved Application, including any approved amendments appended hereto. Should Grantee fail to cause the completion of all or part of the Project, SCPRT shall be entitled to reimbursement from the Grantee of any Grant funds that were received by the Grantee for any work that was not performed as determined by the review of the final close report as provided for in Section 6 below.

Section 5: FUNDING OVERRUNS/UNDERRUNS: The Grantee agrees that it will return surplus Grant funds that result from project cost underruns, and that it will commit and provide monies from its own resources for cost overruns that are required to complete the Project. This Agreement creates no obligation on the part of SCPRT or the State to provide funds for the cost overruns.

Section 6: REPORTING: The Grantee must submit to SCPRT an accounting of the expenditures of Grant funds by June 30th of each fiscal year until the project is complete. The Grantee must submit a final report within 90 days of completion of the project. The report must include a final accounting of all funds expended compared to the budget submitted with the application or amended grant; including a statement demonstrating success of the goal/goals to include the measures used to evaluate the success of the project as stated on the application. The Grantee agrees that it will reimburse SCPRT for unauthorized and unwarranted expenditures disclosed in the review. Upon request of SCPRT, the Grantee shall make available, and cause any non-profit involved to make available, for audit and inspection by SCPRT and its representatives all the books, records, files and other documents relating to any matters pertaining to the Project, the Application or this Agreement. All organizations classified as a not-for-profit/non-profit should submit a quarterly update on project status, including completed work and expenses, regardless of any progress changes.

Section 7: DISCRIMINATION: The Grantee shall not impose on its Contractors the obligation not to, discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, or handicap. The Grantee and any Contractor shall be required to take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, age, sex, national origin, or handicap.

Section 8: INTEREST OF CERTAIN FEDERAL OR STATE OFFICIALS: No elected or appointed Local, State or Federal Official shall be admitted to any share or part of this Agreement or to any benefit to arise from the same.

Section 9: INTEREST OF MEMBERS, OFFICERS, OR EMPLOYEES OF GRANTEE, MEMBERS OF LOCAL GOVERNING BODY, OR OTHER PUBLIC OFFICIALS: No member, officer, or employee of the Grantee, or its designees or agents, no member of the governing body of the locality in which the project is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project during his tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof,

for work to be performed in connection with the Project or this Agreement. The Grantee shall incorporate, or cause to be incorporated, in all of its contracts or subcontracts relating to the Project and this Agreement this provision prohibiting such interest.

Section 10: MAINTENANCE OF RECORDS: The Grantee shall maintain records relating to procurement matters for the period of time prescribed by applicable procurement laws, regulations and guidelines, but no less than three years. All other pertinent Grant and Project records including financial records, supporting documents, and statistical records shall be retained for a minimum of three years after notification in writing by SCPRT of the closure of the Grant. However, if any litigation, claim, or audit is initiated before the expiration of any such period, then records must be retained for three years after the litigation, claim, or audit is resolved.

Section 11: GRANT PERIOD: The Grantee must complete all activities associated with the Project within thirty-six (36) months of the Date of Award of this Grant. Completion is defined as the final documentation by Grantee to SCPRT of Grant funds expended (see Section 6) and issuance by SCPRT of a notification in writing of the closure of the Grant. SCPRT may grant extensions to this completion period requirement at its discretion.

Section 12: SANCTIONS: If the Grantee fails or refuses at any time to comply with any of the terms and conditions of this Agreement, SCPRT may take, in addition to any relief that it is entitled to at law, any or all of the following actions: require repayment of all or a portion of any Grant funds provided; cancel, terminate, or suspend, in whole or in part, the Grant and this Agreement; or refrain from extending any further assistance or Grant funds to the Grantee until such time as the Grantee is in full compliance with the terms and conditions of this Agreement.

Section 13: APPLICABLE LAW: This Agreement is made under and shall be construed in accordance with the laws of the State of South Carolina, without regard to conflicts of laws principles. The federal and state courts within the State of South Carolina shall have exclusive jurisdiction to adjudicate any disputes arising out of or in connection with this Agreement.

Section 14: TERMS AND CONDITIONS: SCPRT reserves the right to add or delete terms and conditions of this Agreement as may be required by revisions and additions to changes in the requirements, regulations, and laws governing SCPRT and any other agency of the State.

Section 15: LIABILITY AND INDEMNIFICATION: The Grantee understands and warrants that it will defend SCPRT against any liability arising from the Project, the Grant Application or this Agreement and that SCPRT accepts no liability for the Project nor any responsibility other than its agreement to provide the Grantee the Grant funds for the Project, insofar as such funds are expended in accordance with the terms and conditions of this Agreement. During the term of the Grant, the Grantee shall maintain tort liability insurance or shall have a self-funded and excess liability program with coverage amounts sufficient to meet the limits set forth under the SC Torts Claims Act in Section 15-78-120, as may be amended, for the purpose of indemnifying SCPRT and the State up to the limits set forth in that Act from any and all claims or liabilities arising out of the Project, the Grant, or this Agreement.

Section 16: SEVERABILITY: If any provision of this Agreement is or becomes illegal, invalid, or unenforceable in any respect, the legality, validity, and enforceability of the other provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 17: WAIVER OF CONFIDENTIALITY: Consistent with Executive Order No. 2022-19 which became effective July 1, 2022 ([Executive Order](#)), all information submitted to SCPRT relative to earmarked appropriations in the annual Appropriations Act shall be published on SCPRT.com and available for public review and inspection. By submitting the required documentation and signing the "Legislative/Earmarked Award Agreement" you hereby knowingly waive any right to confidentiality or non-disclosure in any and all materials related thereto.

This Agreement shall become effective, as of the Date of Award, upon receipt of one copy of this Agreement which has been signed in the space provided below. The agreement must have original signatures and must be returned within fifteen (15) days from the Date.



10/4/2024
Date of Award

Duane N. Parrish
Director
SC Department of Parks, Recreation & Tourism

ACCEPTANCE FOR THE GRANTEE

Signature of Official with Legal Authority
to Execute this Agreement for the Grantee

Date

Print Name of Authorized Official

Title

WITNESS:

Signature of Witness

Date

Print Name of Witness

SCEIS Vendor Number



Staff Report

Approval of an SCDPS Grant in the amount of \$8,265 for the purchase of in-car video cameras along with maintenance and storage (Police Department).

DATES: October 15, 2024
TO: Town Council
FROM:
SUBJECT: Approval of an SCDPS Grant in the amount of \$8,265 for the purchase of in-car video cameras along with maintenance and storage (Police Department).
ACTION REQUESTED: Approval of an SCDPS Grant in the amount of \$8,265 for the purchase of in-car video cameras along with maintenance and storage.

Background

Analysis

Staff Findings

Attachments

1. Irmo Police Department SFY 2025 ICVC Grant Award



south carolina
DEPARTMENT of PUBLIC SAFETY
PROTECT. EDUCATE. SERVE.

**Office of Highway Safety
and Justice Programs**

10311 WILSON BLVD.
BLYTHEWOOD, SC 29016

October 9, 2024

Chief Bobby Dale
Irmo Police Department
1230 Columbia Avenue
Irmo, South Carolina 29063-0406

Dear Chief Dale:

I am pleased to provide you with a Cash Award in the amount of \$8,265.00 for In-Car Video Cameras (ICVC), supporting item costs, ICVC-related maintenance and/or storage costs, tax and/or shipping costs. This funding is being provided pursuant to South Carolina Department of Public Safety Proviso 63.8 and may be applied to the initial purchase of expenditures as indicated in your agency's ICVC Request for Financial Support document. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the signed award within 30 days from the date of this notification.

The Office of Highway Safety and Justice Programs (OHSJP) offers awardees the option to use electronic or digital signatures to execute OHSJP award documents. The signed Cash Award document affirms your acceptance of the award and your understanding of the conditions for receiving and using the funds. Your signed documents can be emailed to DavidGarcia@SCDPS.gov, or mailed to the address below:

South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs
ATTN: Mr. David Colorado Garcia
Post Office Box 1993
Blythewood, South Carolina 29016

Thank you for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Mr. David Colorado Garcia, who serves as our ICVC Grant Program Coordinator, at 803-896-0754. Congratulations on your agency's award! Our staff looks forward to working with you.

Sincerely,

Phil Riley
Director

cc: David Colorado Garcia

Attachments

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

IN-CAR VIDEO CAMERA GRANT PROGRAM

CASH AWARD

Award Recipient: Irmo Police Department
Date of Award: October 9, 2024
Amount of Award: **\$8,265.00**
Award Period: July 1, 2024 – June 30, 2025

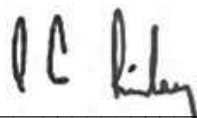
Pursuant to the SCDPS Proviso 63.8, the South Carolina Public Safety Coordinating Council (SCPSCC) has been given oversight of the funding and disbursement of the “In-Car Video Camera (ICVC) Fund.” The legislation states that the SCPSCC “...shall oversee the fund...and disburse the funds in a fair and equitable manner, taking into consideration the DUI enforcement activity of the law enforcement agencies, with priority given to those law enforcement agencies who prioritize DUI enforcement activity.” In accordance with the above, your agency is receiving a cash award for the purchase of **in-car video cameras, supporting item costs, ICVC-related maintenance and/or storage, tax and/or shipping costs during the grant period July 1, 2024 – June 30, 2025.**

This agreement shall become effective as of the Date of Award, contingent upon the return of this form to the Office of Highway Safety and Justice Programs, signed by the Chief/Sheriff/Director (Official Authorized to Sign) in the space provided below. This award must be returned to the Office of Highway Safety and Justice Programs within 30 days of the Date of Award.

ACCEPTANCE OF THE SUBGRANTEE

ACCEPTANCE FOR THE SFA

Signature of Official Authorized to Sign



Phil Riley, Director
Office of Highway Safety and Justice Programs

THIS AWARD IS SUBJECT TO THE ATTACHED CONDITIONS.

**IN-CAR VIDEO CAMERA GRANT PROGRAM
CASH AWARD CONDITIONS**

AWARDED AGENCY: Irmo Police Department

AWARD DATE: October 9, 2024

AWARD PERIOD: July 1, 2024 – June 30, 2025

AUTHORIZED SIGNATURE ON THE IN-CAR VIDEO CAMERA GRANT PROGRAM CASH AWARD DOCUMENT IS INDICATIVE OF THE AWARDED AGENCY UNDERSTANDING AND AGREEING TO THE STATED CONDITIONS BELOW.

* * * * *

- 1) This award is contingent upon approval and availability of funds from the state funding source.
- 2) **Your agency can only use the awarded funds as follows: \$2,025.00 for In-Car Video Cameras (ICVC); \$6,240.00 for ICVC-related storage costs.**
- 3) Documentation of the purchase of in-car video cameras, supporting item costs, and ICVC-related maintenance and/or storage, tax and/or shipping costs, during the grant period of July 1, 2024 – June 30, 2025 must be submitted, after all items have been ordered, received, and paid, to the Office of Highway Safety and Justice Programs (OHSJP), as soon as possible, but no later than June 30, 2024. Documentation must demonstrate clearly that any and all procurement procedures operative within your agency have been followed. Funds may not be held by an agency and carried forward into the following fiscal year. **Funds not expended by June 30, 2025 are subject to be returned to the SC Department of Public Safety.**
- 4) Funds awarded to the agency may only be used for the intended purpose (i.e., purchase of in-car video cameras, supporting item cost, and ICVC-related maintenance, and/or storage, tax and/or shipping costs) of the award. Funds awarded are subject to audit by the awarding agency.
- 5) Any proceeds received from the disposal of previously purchased in-car video cameras and/or equipment (i.e., sale or trade-in agreements) must be used for the agency's In-Car Video Camera Program.
- 6) Any and all items purchased with ICVC Grant Program funds not authorized for the In-Car Video Camera Grant Program will be the responsibility of the awarded agency.
- 7) The signed In-Car Video Camera (ICVC) Grant Program Cash Award document may be mailed to the OHSJP, or emailed to David Colorado Garcia at DavidGarcia@SCDPS.gov within 30 days of the Date of Award specified on the Cash Award document.
- 8) The Irmo Police Department is encouraged to participate in the 11th Circuit Law Enforcement Network
- 9) Funds shall not be used to purchase printers or laptops.

* * * * *
FOR OHSJP USE ONLY
* * * * *

Cleared by: _____ Date: _____



Staff Report

Approval of an SCDPS Grant in the amount of \$14,580 for the purchase of body-worn cameras along with maintenance and storage (Police Department).

DATES: October 15, 2024
TO: Town Council
FROM:
SUBJECT: Approval of an SCDPS Grant in the amount of \$14,580 for the purchase of body-worn cameras along with maintenance and storage (Police Department).
ACTION REQUESTED: Approval of an SCDPS Grant in the amount of \$14,580 for the purchase of body-worn cameras along with maintenance and storage.

Background

Analysis

Staff Findings

Attachments

1. Irmo Police Department SFY 2025 BWC Grant Award



south carolina
DEPARTMENT of PUBLIC SAFETY
PROTECT. EDUCATE. SERVE.

**Office of Highway Safety
and Justice Programs**

10311 WILSON BLVD.
BLYTHEWOOD, SC 29016

October 9, 2024

Chief Bobby Dale
Irmo Police Department
1230 Columbia Avenue
Irmo, South Carolina 29063-0406

Dear Chief Dale:

I am pleased to provide you with a Grant Award in the amount of \$14,580.00 for Body-Worn Camera (BWC)-related maintenance and/or storage costs, tax and/or shipping costs. This funding is being provided pursuant to SC Code of Laws §23-1-240 and may be applied to the initial purchase or reimbursement of expenditures as indicated in your agency's BWC Request for Financial Support document. To complete the contract for this award, it is necessary for you, as the Official Authorized to Sign, to return the signed Grant Award within 30 days from the date of this notification.

The Office of Highway Safety and Justice Programs (OHSJP) offers awardees the option to use electronic or digital signatures to execute OHSJP award documents. The signed Grant Award document affirms your acceptance of the award and your understanding of the special conditions for receiving and using the funds. Your signed documents can be emailed to JohnAPrice@SCDPS.gov, or mailed to the address below:

South Carolina Department of Public Safety
Office of Highway Safety and Justice Programs
ATTN: Mr. Johnny Price
Post Office Box 1993
Blythewood, South Carolina 29016

Thank you for your prompt attention to this matter. Should you have any questions, please do not hesitate to contact Mr. Johnny Price, who serves as our BWC Grant Program Coordinator, at 803-896-7789. Congratulations on your agency's award! Our staff looks forward to working with you.

Sincerely,

Phil Riley
Director

cc: Johnny Price

Attachments

SOUTH CAROLINA DEPARTMENT OF PUBLIC SAFETY
OFFICE OF HIGHWAY SAFETY AND JUSTICE PROGRAMS
P. O. BOX 1993
BLYTHEWOOD, SOUTH CAROLINA 29016

BODY-WORN CAMERA GRANT PROGRAM

GRANT AWARD

Award Recipient: Irmo Police Department

Date of Award: October 9, 2024

Amount of Award: **\$14,580.00**

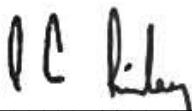
Pursuant to the SC Code of Laws §23-1-240, the South Carolina Public Safety Coordinating Council (SCPSCC) has been given oversight of the funding and disbursement of the "Body-Worn Cameras (BWC) Fund." The legislation states that the SCPSCC "...shall oversee the fund...and disburse the funds in a fair and equitable manner, taking into consideration priorities in funding." In accordance with the above, your agency is being awarded funding to be used for the purchase body-worn camera (BWC)-related maintenance, and/or storage costs, tax and/or shipping costs.

This agreement shall become effective as of the Date of Award, contingent upon the return of this form to the Office of Highway Safety and Justice Programs, signed by the Chief/Sheriff/Director (Official Authorized to Sign) in the space provided below. This award must be returned to the Office of Highway Safety and Justice Programs within 30 days of the Date of Award.

ACCEPTANCE FOR THE SUBGRANTEE

ACCEPTANCE FOR THE SFA

Signature of Official Authorized to Sign



Phil Riley, Director
Office of Highway Safety and Justice Programs

THIS AWARD IS SUBJECT TO THE ATTACHED SPECIAL CONDITIONS.

**BODY-WORN CAMERA GRANT PROGRAM
GRANT AWARD SPECIAL CONDITIONS**

AWARDED AGENCY: Irmo Police Department

AWARD DATE: October 9, 2024

AUTHORIZED SIGNATURE ON THE BODY-WORN CAMERAS (BWC) GRANT AWARD DOCUMENT IS INDICATIVE OF THE AWARDED AGENCY UNDERSTANDING AND AGREEING TO THE STATED CONDITIONS BELOW.

* * * * *

- 1) This award is contingent upon approval and availability of funds from the state funding source.
- 2) **Your agency can only use the awarded funds as follows: \$14,580.00 for BWC-related maintenance and/or storage costs.**
- 3) Documentation of purchases for BWC-related equipment and BWC-related maintenance and/or storage, whether initial purchase or reimbursement, must be submitted, after all items have been ordered, received, and paid, to the Office of Highway Safety and Justice Programs (OHSJP) as soon as possible. Documentation must demonstrate clearly that any and all procurement procedures operative within your agency have been followed.
- 4) Funds awarded to the agency may only be used for the intended purpose (i.e., purchase of BWC-related equipment, and BWC-related maintenance and/or storage costs) of the award. Funds awarded will be monitored by the awarding agency.
- 5) Any proceeds received from the disposal of previously purchased body-worn cameras and/or equipment (i.e., sale or trade-in agreements) must be used for the agency's Body-Worn Camera Program.
- 6) Any and all items purchased with BWC Grant Program funds not authorized for the BWC Grant Program will be the responsibility of the awarded agency.
- 7) The signed BWC Grant Program Cash Award document may be mailed to the OHSJP, or emailed to Johnny Price at JohnAPrice@SCDPS.gov within 30 days of the Date of Award specified on the Cash Award document.
- 8) Funds shall not be used to purchase printers or laptops.

* * * * *

FOR OHSJP USE ONLY

* * * * *

Cleared by: _____

Date: _____



Staff Report

Approval to refund base fees paid by Food Vendors, Exhibitors, Sponsors, and Parade Entrants for the 2024 Okra Strut Festival (Okra Strut Commission).

DATES: October 15, 2024
TO: Town Council
FROM: Courtney Dennis, Town Administrator
SUBJECT: 2024 Okra Strut Festival
ACTION REQUESTED: Approval to refund base fees paid by Food Vendors, Exhibitors, Sponsors, and Parade Entrants for the 2024 Okra Strut Festival.

Background

On September 27, 2024, the Town of Irmo suffered extreme effects of Hurricane Helene resulting in multiple trees down, blocked roadways, and large power outages in and around Irmo. Due to the damage and unsafe conditions inside Moore Park, the 2024 Okra Strut Festival was canceled.

Analysis

On 10/9/2024, the Okra Strut Commission voted to recommend the Town Council to refund the base fees to the Food Vendors, Exhibitors, Sponsors, and Parade Entrants with an alternative option for the Okra Strut to accept the amount as a donation in lieu of a refund.

Staff Findings

Fees have been collected for Food Vendors, Exhibitors, Sponsors, and Parade Entrants, totaling approximately \$25,000.

Attachments

None