TOWN COUNCIL MEETING

Irmo Municipal Building
7300 Woodrow Street, Irmo, SC

January 16th, 2024 @ 6:30 pm

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

AGENDA

I. Call to Order
II. Pledge of Allegiance
III. Invocation
IV. Approval of the Agenda
V. Reading of the Minutes –December 19, 2023
VI. Report of Standing
   A. Administrative Briefing
   B. New In-Town Businesses
      Becky Davis Cleaning – 413 Zanark Drive
      Davis Audio – 413 Zanark Drive
VII. Consideration of Communications
   A. Recognition of Craft and Draft as the January 2024 Small Business of the Month.
   B. Presentation of Proclamation to the Dutch Fork High School Football Team (Mayor).
   C. Presentation from Sensei Brian Pena to the Irmo Police Department (Staff).
   D. Update on the Irmo Cherry Blossom Festival from Kimberly Oakley.
   E. Update from Ed Gomeau on the Strategic Plan (Staff).
F. School Showcase:
   1. Dutch Fork Elementary School Academy of Environmental Sciences, presented by Principal Rebecca Dilley.

G. Community Connections:
   1. Bingo Night
   2. Project ASPIRE: Talent Development Magnet at Harbison West Elementary School
   3. Riverbanks Zoo & Garden – Free Fridays
   4. King Cake Sale
   5. Future STEM Heroes Fair
   6. SC Brain Bee

VIII. Presentation by Citizens (Agenda Items IX and X only)

IX. UNFINISHED BUSINESS
   NONE

X. NEW BUSINESS
   A. Approval of Resolution 24-01 adopting the Town’s Safety Policy (Staff).
   B. Approval of Resolution 24-02 adopting the Town’s Personnel Policy Handbook (Staff).
   C. Approval to contract with Jumper Carter Sease Architects in the amount of $36,250 (Staff). This will provide a conceptual design and feasibility study for the new Town Hall Project.
   D. Approval to contract with Cox and Dinkins in the amount of $8,950 (Staff). This will provide site/civil design services for Phase 1 of the new Town Hall Project.
   E. Approval to contract with S&ME, Inc. in the amount of $8,700 (Staff). This will provide Geotechnical Exploration Services for the new Town Hall Project.
   F. Approval of the 2024 Okra Strut budget in the amount of $175,500 (Okra Strut Commission).
   G. Approval of the band “Cowboy Mouth” as the 2024 Okra Strut main act for Friday night in the amount of $19,000 plus rider (Okra Strut Commission).
H. Approval to contract with Sharpvue in an amount not to exceed $55,000 for the Town’s Camera Project (Mayor).

XII. Discussion

XIII. Executive Session – Council may act on items discussed in the executive session after returning from the executive session.

1. Legal & Contractual Matter §30-4-70(a)(2) – Receipt of legal advice and update on cancellation of Road Maintenance Agreement with Lexington County

XIV. Adjournment

In accordance with the requirements of Title II of the Americans with Disabilities Act of 1990 (ADA), the Town of Irmo will not discriminate against qualified individuals with disabilities based on disability in its services, programs, or activities. If you need accommodation to attend the meeting, please contact the Town Administrator or Municipal Clerk for assistance at (803)781-7050, M-F between the hours of 8:30 – 5:00 (closed most Federal and State Holidays).
Honoring Dutch Fork High School
2023 South Carolina State 5A Football Champions

WHEREAS, the hard work, dedication, sportsmanship, talent, and exceptional team chemistry of the 2023 Dutch Fork High School football team has enabled these student-athletes to earn a State Championship title; and

WHEREAS, on December 1, 2023, the Dutch Fork Silver Foxes defeated the White Knoll Timberwolves 21-6 at the Oliver C. Dawson Bulldog Stadium at South Carolina State University in Orangeburg, South Carolina; and

WHEREAS, winning the 2023 Class 5A South Carolina High School League Championship brought honor to Dutch Fork High School and the Town of Irmo on the local, state, and national level; and

WHEREAS, Head Coach Tom Knotts and the entire coaching staff, team member parents, faculty, and student body at Dutch Fork High School were integral in guiding the team to victory through their unwavering support.

NOW, THEREFORE, I, Bill Danielson, Mayor of Irmo, do hereby recognize and heartily congratulate Dutch Fork High School and the 2023 State Championship Football Team on their outstanding accomplishment.

IN WITNESS WHEREOF, I have hereunto set my hand on this 16th day of January 2024.

William O. Danielson, Mayor
Staff Report

RESOLUTION 24-01

DATE: Council Meeting: January 16, 2024
TO: Irmo Town Council
FROM: Courtney Dennis, Town Administrator
SUBJECT: Safety Policy
ACTION REQUESTED: Consideration of Resolution 24-01 Adopting the Town’s Safety Policy

Background

The Town of Irmo has established a Safety Policy which includes a Safety Committee. Its function is to provide as safe a workplace as possible. The Committee meets and discusses issues that may arise about safety including briefings from each department on accidents, safety concerns, seasonal protection (winter, summer), and other safety and health-related issues. Each employee is issued a Safety Policy Statement which they sign and receive a copy of. Each year, we pass a Safety Resolution which shows support from the Town Council on this policy. It is reviewed by our insurance provider when reviewing our policy.

Recommendation: Adopt Resolution 24-01 adopting the Town’s Safety Policy.
STATE OF SOUTH CAROLINA)                                      ) RESOLUTION 24-01
TOWN OF IRMO)                                                  

RESOLUTION ADOPTING THE TOWN OF IRMO SAFETY POLICY
STATEMENT.

WHEREAS, it is the policy of the Town to provide as safe a workplace as possible for all employees. In conjunction with this policy employees are expected to cooperate in keeping the work areas clean and free of hazards; and

WHEREAS, all unsafe conditions should be reported immediately to the chain of command and/or safety committee representatives who in turn shall meet quarterly. Accidents will be investigated, and action taken to prevent recurrence; and

WHEREAS, departments will regularly schedule safety meetings and supervisors will hold safety talks with their employees; and

WHEREAS, managers, supervisors, and employees are responsible for implementing this policy; and

WHEREAS, each new employee will be trained in safe working practices for their specific job and provided with appropriate personal protective equipment to perform his/her job.

BE IT FURTHER RESOLVED that the Town of Irmo fully supports a safe work environment and will diligently monitor all personnel to ensure total compliance.

____________________________
William O. Danielson, Mayor

ATTEST:

__________________________________________
Renee Caviness, Municipal Clerk
Staff Report

RESOLUTION 24-02

DATE: Council Meeting: January 16, 2024
TO: Irmo Town Council
FROM: Courtney Dennis, Town Administrator
SUBJECT: Personnel Policy Handbook
ACTION REQUESTED: Consideration of Resolution 24-02 Adopting the Town’s Personnel Policy Handbook

Background

The Town of Irmo has previously established a Personnel Policy Handbook which was last published in March 2020. As with other policies, the handbook needs to be updated periodically to address changes in the law, best practices, and the Town’s operations. Staff began working on a review in early 2023.

The final proposed revisions make the handbook compliant with current law, incorporate best practices, and make the policies consistent with actual Town practices.

The major revisions are summarized below:

- Leave of Absence (FMLA Compliance)
- Equal Employment Opportunity Policy
- Anti-harassment, Anti Bullying, and Non-discrimination Policy
- Report Work

Staff has shared the proposed handbook with Attorney Kevin Sturm, MASC’s labor attorney, who provides labor law services to us as part of our membership with MASC.

Pending Council adoption, staff will share the updated Personnel Policy Handbook with all Town employees to make them aware of the changes.

STATE OF SOUTH CAROLINA

TOWN OF IRMO

RESOLUTION 24-02

A RESOLUTION OF THE TOWN OF IRMO ADOPTING THE PERSONNEL POLICY HANDBOOK.

WHEREAS, the Irmo Town Council recognizes the need for a comprehensive and up-to-date personnel policy to guide the administration of personnel matters within the Town; and

WHEREAS, the Town Council acknowledges the importance of maintaining consistency and clarity in personnel policies to ensure fair and equitable treatment of all employees; and

WHEREAS, the Personnel Policy Handbook needs to be updated to address changes in the law, best practices, and Town operations; and

WHEREAS, Staff has drafted updates to the Personnel Policy Handbook, which has been reviewed by legal counsel; and

NOW, THEREFORE, BE IT RESOLVED by the Irmo Town Council that the Town’s Personnel Handbook, as presented and attached hereto, is hereby adopted as the official personnel policy of the Town.

BE IT FURTHER RESOLVED that any previous personnel handbooks, resolutions, or policies inconsistent with the provisions of the adopted Personnel Policy Handbook are hereby rescinded and deemed null and void.

The Irmo Town Council directs the Town Administrator or his designated official to ensure the proper dissemination of the adopted Personnel Policy Handbook to all employees. All employees are expected to familiarize themselves with the policies and abide by them.

This resolution shall take effect immediately upon adoption on this 16th day of January 2024.

____________________________
William O. Danielson, Mayor

ATTEST:

____________________________
Renee Caviness, Municipal Clerk
January 10, 2024

Mr. Courtney Dennis  
Town Administrator  
Town of Irmo  
7300 Woodrow Street  
Irmo, SC 29063  

Dear Courtney:

Attached you will find for your review and approval agreements for architectural design services, civil design services and geotechnical testing services. These are the three key team members needed to complete Phase I of the development of a new Town Hall.

As discussed with you and presented previously to Council, our approach is to conduct early investigations and testing, updating of the project program and development of conceptual drawings and specifications which will prepare us to make a recommendation to you and Council for the proposed project budget. These team members will help us get to that point.

We have suggested sole-sourcing for these services based on the following:

Jumper Carter Sease – This design firm has already been engaged in preliminary programming and concept development for the project. It makes financial sense to leverage their intellectual capital and prior work products to continue to refine the design. They are a well-known Lexington County firm and are completely capable of continuing into final design and construction documents with either a design/bid/build or design/build approach to construction procurement.

Cox and Dinkins – Cox and Dinkins is a very qualified civil engineering firm that provides both surveying and civil design services. We have worked with them in the past on very complicated sites and found them to be good partners. They are accustomed to exploring various site grading and storm water management solutions. Given the character of the proposed site for the new development, they are well-equipped to help us create the most cost-effective site development approach while working alongside the architects to synchronize site and building design.

S&ME – The geotechnical investigation and engineering associated with it will be important as Cox and Dinkins analyzes site development and Jumper Carter Sease considers building and foundation design options. We have found them to be one of the best and work with them extensively. Their work product can be depended upon for accuracy.
The fees for Phase I services for these respective firms is summarized as follows:

<table>
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<tr>
<th>Firm</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jumper Carter Sease</td>
<td>$36,250</td>
</tr>
<tr>
<td>Cox and Dinkins</td>
<td>8,950 (Phase I only)</td>
</tr>
<tr>
<td>S&amp;ME</td>
<td>8,700</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$53,900</strong></td>
</tr>
</tbody>
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The total cost of these services falls well within the projections I provided for these services. Therefore, it is recommended that these proposals be approved and released to proceed.

Please let me know if you have any questions or need additional information.

Sincerely,

Mickey E. Layden  
President/CEO  

Cc: Zack Young, LCK
January 3, 2024

Mr. Mickey Layden
LCK
1301 Gervais Street
Suite #601
Columbia, South Carolina 29201

Attention: Mr. Mickey Layden

Regarding: Irmo Town Hall Conceptual Study

Dear Mickey,

We appreciate this opportunity to submit a proposal for architectural/conceptual design services for the proposed new Irmo Town Hall.

As discussed, we will utilize the initial fall of 2023 feasibility study as a starting point to create a more in depth feasibility study.

Our services for this study will be as follows:

**Programming Phase:**

- Meet with Town of Irmo and LCK representatives to confirm programmatic needs
- Assess space requirements and design the space accordingly
- Create new Architectural Program

**Schematic Design:**

- Develop schematic Floor Plans
- Develop schematic elevations
- Create schematic building section and site cross section
- Create exterior renderings of the proposed new Town Hall Facility
- Coordinate layout with civil engineer to determine the optimal site layout and site location
- Provide outline specification manual

Jumper Carter Sease Architects proposes a fee of $36,250.00 for conceptual design and the feasibility study.

Again, thank you for this opportunity and look forward to working with you on this exciting project. If you have any questions or need further information please do not hesitate to contact me.

Sincerely,

L. Todd Sease, AIA, LEED AP (803) 791-1020 todd@jcsarchitects.com
January 2, 2024

Town of Irmo, SC
C/O - Mickey E. Layden, PMP CPM
President/CEO
LCK 1301 Gervais Street, Suite 600 (29201)
mlayden@lckcs.com

Re: Site Civil design services for proposed Irmo Town Hall expansion study – TMS 001922-02-003, 7317 Childs Street – 0.68 acre (per GIS)

Dear Ms. Layden:

Cox and Dinkins, Inc. is pleased to present this proposal for Site/Civil design services related to the design and construction of a new Irmo Town Hall to be sited adjacent to the existing Police Department. The following is our understanding of the conditions related to defining the scope of work:

- We have been provided a boundary and topographical survey prepared by Shealy Land Surveying (pdf - unsigned). It is assumed that this drawing will be provided in CAD format. Before detailed engineering (DD and CD) work can begin, a certified/signed copy of this drawing will be needed. It is assumed the drawings provided by others can be relied upon and modified as needed to provide the services noted herein.

- It should be noted that this topographical survey referenced above does NOT cover the necessary area to complete this full assessment. The site plan provided shows parking for this new facility being connected to the existing police department parking, yet the survey does not extend far enough to the west to be able to adequately design that connection. If a new partial boundary and topographical survey is needed, Cox and Dinkins, Inc. can provide a proposal upon request. Otherwise, it will be necessary for Shealy to expand the scope of their survey before detailed design can be done.

- We have been provided “Facilities Study Document” prepared by Jumper Carter Sease Architects dated August 21, 2023, that explains the project objectives and contains a site layout that will be used for the schematic level site assessment outlined below.

- The property has very significant topography which will present challenges in terms of site layout and the potential for a split-level building.
- There is a storm water detention pond on the east side of Childs Street on property owned by Town of Irmo. This detention pond may be sized to accommodate this proposed development, or it may not be adequately sized. As part of the SD scope, Cox and Dinkins, Inc. will attempt to obtain the original design documents and calculations prepared for the project to ascertain if it is sized to accommodate this additional development. If it is determined that the detention pond is not adequate, there is property to the south of the detention pond that appears to be suitable for expansion of the detention pond. We will advise accordingly.

- The scope of this project is based on the assumption that the detention pond is currently sized to accommodate this development and that no expansion or detention pond drainage analysis is necessary. If it is determined that the existing detention pond is not adequate then it will be additional services to determine what must be done to expand the detention pond and get approvals from the County. Note that pond expansion will require off-site surveying that is assumed will be done by Shealy.

- This scope also assumes that adequate water and sanitary sewer infrastructure is located directly adjacent to the site and that no expansions or upgrades are necessary.

- The following are the steps expected to occur with a general timeline included:
  - **Step 1** - Schematic design (SD)
    - Prepare digital base map using the CAD files provided to Cox and Dinkins, Inc. and aerial photography.
    - Contact Lexington County to request the design documents for the project that contains the detention pond.
    - Using the site layout provided but also considering other options, prepare SD level site layout and grading studies.
    - Present SD site and grading studies to the ownership team.
    - **The expected delivery date on SD site studies is February 16, 2024.**
    - React to ownership team comments and update the SD level site studies with the goal of reaching a consensus layout of buildings and parking within a few weeks after initial delivery.
  - **Fee for Step 1** $8,950.00
  - **Step 2** - Design Development (DD) and Contract Documents (CD)
    - Once approved at the SD stage, we will move to the DD and then CD stages where all necessary documentation will be prepared for site permitting purposes and submitted to the AHJ's as necessary and
then tracked to permits. This scope includes all customary site/civil related services for the development as follows:

- Meetings with Owner representative and/or Town staff as necessary to go over the site design.
- Existing conditions and Demolition plan.
- Detailed site, grading, storm drainage, SWPP; water and sewer service; driveway access and encroachment permits plans.
- Code compliant landscape plan.

  - Assuming the ownership team moves in a timely manner and the architectural and MEP team are able to provide the required data necessary to complete the **DD and CD civil package**, it is anticipated that the site/civil permit package will be **completed by mid to late April 2024**.

  - A possible date that **permits may be in place is the end of June, 2024**. However, permit dates cannot be guaranteed and the project may be delayed due to extended permit timelines.

  - **Fee for Step 2** .................................................................................................................. **$24,450.00**

  - **Step 3 – Construction Phase**

    - Customary Construction Administration (CA) will be verified depending on the scope of utility close out and how much site/civil CA is needed by the ownership and architectural team. Therefore, the fee stated below is only an estimate at this time and it could be less than this amount if the scope is determined to be minimal.

    - **Approximate fee for CA** ................................................................. **$12,000.00**

**Reimbursable expenses** shall be billed as defined in general terms and conditions and shall not exceed **$3,000.00**.

The approximate dates for completion of the steps are for information purposes only. Many aspects of a potential development can alter the timeline and are beyond the control of the consultants.

Exclusions: permitting and/or application fees; retaining wall design; pavement design; quantity take-offs and cost estimating; traffic impact analysis and any work within the pavement of the adjacent streets (other than wet utility connections and/or storm drainage crossing); off-site utility extensions and upgrades; landscape planning beyond code compliance; landscape specialty hardscape designs; public commission
coordination and attendance; NPDES SWPPP inspections; geotechnical testing or consulting; site lighting; gas, electrical and telecom coordination or design; structural engineering consulting. Some of the above noted exclusions (for example hardscape and specialty landscape design) can be included as additional services once the scope of services becomes more clearly defined where applicable.

Cox and Dinkins, Inc. very much appreciates the opportunity to be on this team. We look forward to your review of this proposal and further discussion to refine the scope and timing as needed.

Sincerely,

[Signature]

Darren K. Holcombe, P.E., LEED AP
Cox and Dinkins
Senior Vice President

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Cox and Dinkins, Inc.—General Terms and Conditions

1) This document and the accompanying proposal for services shall serve as the Contract for the proposed professional services between Cox and Dinkins, Inc. (“Consultant”) and the Client.

2) This proposal is valid for a period of 30 days from the posted date, after which the Consultant reserves the right to revise the fee, time schedule and other terms or void the proposal. Either party may terminate this Contract upon not less than seven day’s written notice should the other party fail substantially to perform in accordance with the terms of this Contract through no fault of the party initiating the termination. Either party may terminate this Contract for convenience and without cause upon not less than seven days’ written notice to the other party. In the event of termination not the fault of the Consultant, the Consultant shall be compensated for services performed prior to termination.

3) This Contract is not assignable except with the prior written permission of the Consultant and no assignment shall relieve the Client of any obligation under this Contract.

4) The Client agrees to pay the Consultant for services performed in accordance with the terms of this Contract, without regard to the success of the project. Payment to the Consultant is expressly not conditioned upon the Client receiving any payment from third parties.

5) The individual signing this Contract on behalf of the Client, if acting on behalf of a partnership, corporation, or funding agency, represents that he/she has the authority to do so.

6) Amounts rendered are due and payable upon receipt of the invoice. Payment will be considered overdue 30 days after the date of the invoice. In the event that the Client defaults in making payments pursuant to this Contract, the Client shall be responsible for the entire Consultant’s cost associated with collection of payment, including reasonable attorney’s fees. If the Client does not pay invoices within thirty (30) days of submission of invoice, the Consultant may, upon written notice to the Client, suspend further services until payments are brought current. The Client agrees to indemnify and hold the Consultant harmless from any claim or liability resulting from such suspension.

7) The Consultant’s services shall be performed in a manner consistent with the degree of skill and care ordinarily exercised by practicing design professionals performing similar services in the same locality, at the same site and under the same or similar circumstances and conditions. The Consultant makes no representations or other warranties, whether expressed or implied, with respect to the services rendered hereunder.
8) The Client agrees that the Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond the Consultant’s reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the Client to furnish timely information or approve or disapprove of the Consultants services or work product, or delays caused by faulty performance by the Client’s or by contractors of any level. When such delays beyond the Consultant’s reasonable control occur, the Client agrees that the Consultant shall not be responsible for damages, nor shall the Consultant be deemed in default of this Contract. In addition, if the delays resulting from causes beyond the Consultant’s reasonable control increase the cost or time required by the Consultant to perform services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule.

9) The Client agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Consultant, its officers, directors, employees, consultants and subconsultants (collectively, Consultant) against all damages, liabilities or costs including reasonable attorneys’ fees and defense costs, arising out of or in any way connected with this Project or the performance of the services under this Contract, except for those damages, liabilities or costs arising from the Consultant’s sole negligent acts or willful misconduct. For such negligent or wilful acts, the consultant shall indemnify and hold harmless the client, client’s officers, directors, employees, consultants, and contractors, (collectively the “Client”).

10) If, due to the Consultant’s negligence, a required item or component of the Project is omitted from the Consultant’s construction documents, the Consultant shall not be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original construction documents. In no event will the Consultant be responsible for any cost or expense that provides betterment or upgrades or enhances the value of the Project.

11) In an effort to resolve any conflicts that arise during the design and construction of the project or following completion of the project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Contract shall be submitted to non-binding mediation unless the parties mutually agree otherwise. Should an agreement fail to be reached in mediation settlement shall occur by arbitration.

12) The Consultant shall exercise reasonable and customary professional care in its efforts to comply with applicable laws, codes and regulations in effect as of the date of this Contract. It is understood, however that various laws, codes and regulations are subject to varying and sometimes contradictory interpretation. The Consultant shall exercise its professional skill and care consistent with the generally accepted standard of care to provide services that comply with such laws, codes and regulations. The Consultant cannot warrant that all documents issued by it shall comply with said laws, codes and regulations. Design changes made necessary by newly enacted or enforced laws, codes, guidelines or regulations after this date shall entitle the Consultant to a reasonable adjustment in the schedule and additional compensation.

13) All reports, notes, drawings, specifications, data, calculations, and other documents, including those in electronic form, prepared by the Consultant are instruments of the Consultant’s service that shall remain the property of the Consultant, until completion of the project at which time ownership of the documents shall transfer to the client. Any reuse or redistribution to third parties will be at the Client’s sole risk and without liability to the Consultant or its employees, subsidiaries, independent professional associates, subconsultants, and subcontractors to the fullest extent permitted by law, defend, indemnify, and hold harmless the Consultant from and against any and all costs, expenses, fees, losses, claims, demands, liabilities, suits, actions, and damages whatsoever arising out of or resulting from such reuse or distribution.

14) In addition to the fee stated in the proposal, the Consultant shall be entitled to compensation for reimbursable expenses to be invoiced at direct costs plus 10%. Reimbursable expenses shall be defined as the following: 1) Reproduction of documents, 2) Shipping and Mailing expenses, 3) Any other disbursements, application fees, hydrant test fees, etc. made on behalf of the Client. Mileage shall be expensed at the published IRS rate and shall not be marked up.

15) The signing of any requested declaration/affirmation/certification is for purposes of certification only with the requesting agency, institution or requesting party and is considered an owner/client service benefit, and as used herein, the words “certify,” “affirm,” and “declare” shall mean an expression of the Consultant’s professional opinion to the best of its information, knowledge and belief and does not constitute a warranty or guarantee by the Consultant. The Consultant shall not be required to sign any documents, no matter by whom requested, that would result in Consultant’s having to certify, guaranty, or warrant the existence of conditions that the Consultant cannot ascertain.

16) If Consultant is provided, by other consultants retained by Client or any of Client’s consultants, with information required for design, analysis, permitting or construction of the project. Consultant is allowed to rely upon this information and the Consultant shall not be held responsible for any problems, damages, or liabilities resulting from inaccurate/incomplete information provided by such other consultants.

17) Each party waives its rights to claim against, and recover from, the other party consequential, punitive, special, incidental or other indirect damages for claims, disputes or other matters in question relating to or arising in any way out of the performance of this Contract including, but not limited to, any damages related to loss of profits, loss of use, loss of income, loss of reputation, unrealized savings or diminution of property value. This waiver shall apply to any cause of action including negligence, strict liability, breach of contract and breach of warranty.

18) The scope of the Consultant’s services for this Contract does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead, or other hazardous materials, as defined by Federal, State, and local laws or regulations.

19) When required as part of its services, the Consultant will furnish opinions of probable cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions, and utilitarian considerations of operations and maintenance costs prepared by the Consultant hereunder will be made on the basis of
the Consultant's experience and qualifications and will represent the Consultant's judgement as an experienced and qualified design professional. However, users of the probable cost opinions must recognize that the Consultant does not have control over the cost of labor, material, equipment, or services furnished by others or over market conditions or contractor's methods of determining prices or performing the work.

20) The laws of the state in which the Consultant office executing this Contract is located shall govern the validity and interpretation of the Contract.

21) The Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by the Client, the Client's Consultants and contractors, and information from public records, without the need for independent verification.

22) Nothing contained in the Contract shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or the Consultant. The Consultant's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against the Consultant because of this Contract or the Consultant's performance of services hereunder.

Closing

For authorization to proceed, please execute and return this signed document.

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<tr>
<th>Approval Signature</th>
<th>Date</th>
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Printed Name
January 9, 2024

Town of Irmo
c/o
LCK
1301 Gervais Street, Suite 601
Columbia, South Carolina 29201

Attention: Ms. Mickey Layden

Reference: Proposal for Geotechnical Exploration Services
Irmo Town Hall
Irmo, South Carolina
S&ME Proposal No. 24610009

Dear Ms. Layden:

S&ME, Inc. (S&ME) appreciates the opportunity to submit this proposal to perform geotechnical exploration services for the above-referenced subject site. This proposal outlines our approach to completing the requested scope of services, our schedule, and our fees. Our work will be conducted under the terms and conditions outlined in our Agreement for Services (Form AS-071), which is attached and incorporated by reference as part of this proposal.

♦ Project Information

Initial information regarding the project was received in email correspondence between you and Mr. Tom Behnke of S&ME, Inc., on January 4, 2024. In this email you provided a Irmo Town Hall Facilities Study Document, prepared by Jumper Carter Sease Architects, dated August 21, 2023 and a Boundary and Topographic Survey, prepared by Shealy Land Surveying, Inc., dated March 9, 2023.

From our review of the provided information, we understand the project site is legally defined as Lexington County TMS Number 0019822-02-003, is located within the northwestern quadrant of the intersection of Childs Street and Columbia Avenue and is roughly 0.72 acres in area. From our review of available on-line aerial imagery, it is understood the site is currently wooded. From our review of the provided survey, existing grades across the site range from roughly elevation 340 feet to 323 feet and slope from west to east towards Childs Street.

The proposed development at the site is understood to consist of a roughly 10,000 square foot (roughly 5,000 square foot building footprint), two-story building with associated access drive from Childs Street and adjacent parking. Details regarding the planned building have not been provided, therefore, we have assumed the building will be constructed of either timber or light gauge metal framing, with a brick exterior veneer, supported on shallow foundations with a slab-on-grade. Structural loading information has not been provided at this time. Therefore, we have assumed that maximum wall structural loads will be on the order of 4 to 6 kips per linear foot, which is typical for a structure of this type. Planned grade elevations were not provided, however, from our review of the provided survey, it appears existing grades across the building footprint range from roughly elevation 339...
to 329 feet, resulting in roughly 10 feet of relief across the building pad, therefore, we have assumed roughly 5 feet of cut/fill will be required to level the building pad area.

♦ **Scope of Services**

From our review of the provided information and on-line aerial imagery, it is understood that the site is currently undeveloped and wooded. Therefore, we have assumed that mechanized clearing will be necessary to allow access with an ATV-mounted drill rig to the proposed boring locations. We assume our work can be conducted during normal business hours. We propose to provide the following scope of services to provide information about subsurface conditions at the site. The following scope of services was concluded from our review of the provided project information.

1. Prior to drilling, we will contact the appropriate statewide one-call utility location service. The client or the property owner(s), prior to our mobilization to the site and Notice to Proceed, must locate and flag private utilities existing on the site. S&ME will not be responsible for damage to unmarked private utilities.

2. We will locate the borings on-site using our sub-meter GPS equipment, provided State Plane coordinates for the building corners can be provided prior to our mobilization to the site. If this information is not provided, we will locate our borings by converting Latitude/Longitude coordinates from Google Earth into Northing/Easting coordinates for use with our GPS equipment.

3. We will subcontract a timber grinder (or similar clearing equipment) and operator to perform clearing for access trails to the requested boring locations. Trails about 12 to 15 feet wide will be cleared, with trees pushed over and to the side or chipped in-place. No attempt will be made to stack or remove downed trees from the site. For budgetary purposes, we have assumed roughly ½ of a day of clearing will be required.

4. We propose to conduct a total of five (5) Standard Penetration Test (SPT) borings across the site, as detailed below. The borings will include:

   ♦ One (1) soil test boring within the planned building footprint, to an approximate depth of 50 feet for seismic site classification purposes.
   ♦ Two (2) soil test borings within the planned building footprint, to approximate depths of 10 feet, each.
   ♦ Two (2) soil test borings within the planned pavement areas, to approximate depths of 5 feet each.

   The borings will be advanced to their proposed depths or auger refusal, whichever is least. Total planned footage will be approximately 80 feet. In addition to the SPT data, the soil test borings will obtain disturbed soil samples in at least 2½-foot intervals in the upper 10 feet of the boring and at 5-foot intervals thereafter.

5. Groundwater levels will be measured at the time of drilling and prior to leaving the site. In borings where water is encountered, groundwater levels will be re-measured after a period of at least 24 hours, if boreholes can be safely left open overnight.
6. Borings will be backfilled with auger cuttings at the completion of testing. Where boreholes exceed five feet in depth, a plastic hole plug will be firmly tamped into place within the backfill at a depth of about two feet.

7. After completion of our field work, the soil samples obtained will be returned to our laboratory. Samples will be visually examined by a representative of our geotechnical staff and classified in general accordance with ASTM D2488 (Visual-Manual Procedure). Laboratory classification testing including natural moisture content (ASTM D2216), wash #200 sieve (ASTM D1140) and Atterberg limits (ASTM D4318) may be performed on split-spoon samples, as necessary, to determine characteristics of soils for the proposed project.

Geotechnical Report

At the conclusion of our field and necessary laboratory work, we will prepare a written report which will include:

- Our sampling and testing procedures and our field and laboratory soil test data including SPT boring logs.
- A discussion of our findings, including a brief overview of site conditions and description of the subsurface profile observed. We will also provide surface material thickness at our boring locations and groundwater and/or refusal elevations measured during our site visit.
- Our conclusions regarding IBC 2021 Seismic Site Class, acceleration parameters, seasonal high ground water depths, shrink/swell potential, permeability and corrosion potential from published literature.
- Our recommendations regarding site preparation, excavation considerations, slope considerations, suitability of on-site soils for use as structural fill, fill placement and compaction, shallow foundation design values, estimated settlements, slab-on-grade design values and flexible pavement thickness and construction.

Excluded Services to Geotechnical Exploration Scope of Services

Without attempting to be a complete list or description of all services or potential services that will be excluded from this proposal and performed by S&ME, the following services are specifically excluded from this proposal:

- Pavement Condition Assessment.
- Surveying of boring locations or elevations.
- Obtaining any necessary permits.
- Payment of any application fees.
- Replacement or reconditioning of site to pre-clearing conditions.
- Replacement or reconditioning of surface materials to pre-drilling conditions.
- Private utility location.
- Damage to utility lines or subsequent loss of service if utility locations are not made known to us or are improperly located by others.
- Rock coring of auger refusal materials.
- Geophysical studies or testing.
- Infiltration or percolation rate testing.
- Field or laboratory determination of soil corrosion properties.
Proposal for Geotechnical Exploration Services  
Irmo Town Hall  
Irmo, South Carolina  
S&E Proposal No. 24610009

- Field determination of seasonal high water table (SHWT).
- Shear wave velocity measurements.
- Liquefaction analysis.
- Site specific response analysis.
- Deep foundation analysis or design recommendations.
- Dewatering system design.
- Rigid pavement thickness and construction recommendations.
- Slope stability analysis.
- Retaining wall analysis or design recommendations.
- Construction materials testing (CMT) services, Non-destructive testing (NDT) services, Code (IBC Chapter 1) or Special (IBC Chapter 17) Inspection services.
- Expert witness or testimony.
- Addenda to the report to address changes or additions to the proposed project not known to us at the time of this proposal or not provided to us prior to issuance of the report.
- Review of plans, specifications, contractor submittals, or other construction documents.
- Project meetings.
- Aspects of site safety other than safety of S&E employees.

We can perform the above services and can provide additional information/proposals regarding these services upon request.

Definition of Services

Client Responsibilities

The Scope of Services, fee and project schedule presented herein are contingent upon the client fulfilling the following responsibilities:

1. Provide access to the property and permission to clear/drill on-site.
2. Provide State Plane coordinates for the project prior to our mobilization to the site, if available.
3. Provide additional information regarding anticipated building materials and loads.
4. Provide additional information regarding existing and planned grades.
5. Provide additional information regarding planned traffic loads.
7. Provide written authorization to proceed.

Schedule & Associated Fees

We can generally make an initial site visit to lay out the borings and conduct a site reconnaissance within 7 to 10 business days of receiving notification to proceed. At the time of this proposal, drill rig mobilization backlogs of 4 to 6 weeks are common and may delay our field activities, pending driller availability.

After mobilization, SPT drilling activities will require approximately 1 to 2 working days to complete. Field activities are weather dependent. Our final report will be completed about 7 to 10 working days after completion of the field work, or up to roughly 2½ weeks after drill rig mobilization.
Based on our present understanding of the proposed project, current site conditions, and our estimate of time and expenses, we can perform the above-described scope of services for the lump sum fee of $8,700.

During our geotechnical exploration, on-site project delays (excluding weather delays) which occur through no fault of S&ME (such as locked gates or denial of access) will be billed at an additional $250.00 per standby hour per mobilized soil test rig, and $120.00 per hour per staff professional.

♦ Use of Proposal/Report

This proposal is solely intended for the Basic Services as described in the Scope of Services. The Scope of Services may not be modified or amended, unless the changes are first agreed to in writing by the client and S&ME. Use of this proposal and corresponding final report is limited to above-referenced project and client. No other use is authorized by S&ME.

♦ Authorization

S&ME’s Agreement for Services, Form Number AS-071 is attached and is incorporated by reference as a part of this proposal. Please indicate your acceptance of our Agreement for Services by signing the last page of the form and returning it to our office. Upon receipt of the signed Agreement, we will execute the form, return a copy to you, and proceed with the performance of our services. If you elect to accept our proposal by issuing a purchase order, then please specifically reference this proposal number and date. Your purchase order will be an acceptance of this proposal and an authorization to proceed with the performance of our services. However, the terms and conditions included in any purchase order shall not apply.

♦ Closure

S&ME appreciates the opportunity to be of service to you. If you have questions regarding the outlined scope of work, or if we may be of further assistance, please call.

Sincerely,

S&ME, Inc.

Robert C. Bruorton, P.E.
Senior Engineer/Principal Project Manager

John P. Lewis, P.E.
Project Engineer/Geotechnical Group Leader

Attachments: Agreement for Services (AS-071)
## Okra Strut
### 2024 Proposed Budget

### Revenue:

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<th>Account Name</th>
<th>2023 Budget</th>
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<td><strong>$150,929</strong></td>
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Staff Report

Town Camera Project

DATE: Council Meeting: January 16, 2024
TO: Irmo Town Council
FROM: Courtney Dennis, Town Administrator
SUBJECT: Town Camera Project
ACTION REQUESTED: Consideration of a contract with Sharpvue not to exceed $55,000

Background

The Irmo Police Department and Council have been working on a Camera Project to install surveillance and license plate cameras around the Carmel Commons, Columbia Avenue, and Beacon Hill area to deter crime and assist law enforcement with investigations into crimes around that area.

In April 2023, the Council approved $40,000 to start the project with six (6) License Plate Reader (LPR) cameras and six (6) static surveillance cameras.

**LPR locations**
Columbia Avenue @ Split Rock Court
Columbia Avenue @ Midlands Tech.
College Street @ Dr. Eye Care
Friarsgate Blvd. @ Irmo Drive
Chadford Road @ Friarsgate Park
North Royal Tower @ Woodrow Street

The LPR’s were contracted with Flock Safety in late May 2023 and have all been installed. Contract price: $23,150 for the 1st year / $18,000 each additional (will be included in FY24-25 budget).
The police department received multiple quotes to install static cameras. The Town has selected Sharpvue to conduct a pilot installation.

**Static Cameras locations**
Crown Point Court
Cape Flattery Court
Saddleback Ledge Court
Blue Cedar Road
Blue Cedar cul-da-sac

Originally the police department and Sharpvue were working with Dominion Energy to attach cameras to their power poles. After months of discussion, it was learned that Dominion has put a moratorium to attachments to their poles.

Sharpvue shifted the project scope to include installation of a decorative pole and power for their hardware. These quotes include decorative poles, power, hardware. Additional costs will include monthly service fees for software (Sharpvue) and cellular connectivity (FirstNet).

**Project Quotes**
Crown Point Court - $11,951
Cape Flattery Court - $14,348
Saddleback Ledge Court – $9,611
Blue Cedar Road - $8,712
Blue Cedar cul-da-sac - $9,783

**Monthly charges**
Software - $45 per month
FirstNet - $40 per month

**Total Project Quote for 5 static cameras**
$54,405 – Hardware and installation (Sharpvue)
$225 per month (5-year contract pricing) – Software and support (Sharpvue)
$200 per month – Cellular connectivity through FirstNet

**Recommendation:** Approval to contract with Sharpvue not to exceed $55,000.
January 4, 2024

Mr. Courtney Dennis
Administrator
Town of Irmo
PO Box 406
Irmo, SC 29063

Dear Mr. Dennis:

At our December 6, 2023 County Council meeting, Council voted to terminate the 1978 agreement in regard to Lexington County maintaining the roads and drainage for future subdivisions within your municipal boundaries effective February 28, 2024.

Please contact the administration office at 803.785.8100 to schedule a meeting to discuss and develop a new agreement with your municipality.

Respectfully,

[Signature]
Lynn Sturkie
County Administrator

LS/jrb