



FACE COVERINGS ARE REQUIRED FOR ANYONE ENTERING THE COUNCIL CHAMBERS

**THE IRMO TOWN COUNCIL WILL HOLD A REGULAR MEETING ON TUESDAY,
FEBRUARY 16, 2021, BEGINNING AT 7:00 P.M. IN THE MUNICIPAL BUILDING,
7300 WOODROW STREET, IRMO SOUTH CAROLINA 29063**

AGENDA

- I. Call to Order
- II. Pledge of Allegiance
- III. Invocation
- IV. Reading of the Minutes: January 19, 2021 and February 2, 2021
- V. Report of Standing
 - A. Administrative Briefing
- VI. Amendments to the Agenda
- VII. Consideration of Communications
 - A. Recognition of “Gale K. Bell Accounting” as February Small Business of the Month
 - B. Presentation for proposed Community Garden (Mayor)
- VIII. Presentation by Citizens (Agenda Items IX, and X Only)
- IX. **UNFINISHED BUSINESS**
 - A. None
- X. **NEW BUSINESS**
 - A. FIRST READING of Ordinance 21-01 to amend the Irmo Town Code, Chapter 10 Businesses; Article I, In General; Section 10-2 – Guest Register for places of public accommodation; reports to police (Staff) [would allow law enforcement to check hotel registers when searching for suspects / criminals.](#)

- B. Approval of Intergovernmental Agreement between the Town of Irmo and the Irmo Fire District (Staff)
- C. Approval of 2021 Okra Strut Budget (Okra Strut Commission) The proposed budget for the 2021 Okra Strut is \$122,100.
- D. Appointment to the Zoning Board of Appeals (Staff) applicants: Sharon Slashinski; Timothy Wilkins
- E. Appointment to the Okra Strut Commission (Staff) applicants: Mike Ward; Kimberly Myers; Teresa Bridges; Kimberly Fulton
- F. Approval of Community Gardens (Mayor)
- G. Approval for Skate-Park Committee to start Phase I and prepare plans (Mayor)

XI. Presentation by Citizens

XII. Discussion

- A. City of Columbia Water Department (Mayor)

XIII. Executive Session

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

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 an accommodation to attend the meeting, please contact the Town Administrator for assistance at (803)781-7050, M-F between the hours of 8:30 – 5:00 (closed most Federal and State Holidays).

INTERGOVERNMENTAL FIRE SERVICE AGREEMENT

This **INTERGOVERNMENTAL FIRE SERVICE AGREEMENT** (this "*Agreement*"), is made and entered into this ___ day of _____ 2021 (the "*Effective Date*"), by and between the Town of Irmo, South Carolina (the "*Town*") and the Irmo Fire District, South Carolina (the "*District*"), each a "Party" and together the "Parties."

RECITALS

WHEREAS, the District is a special purpose district within in Lexington County, South Carolina (the "*County*"), created pursuant to Act No. 387 of the Acts and Joint Resolutions of the General Assembly of the State of South Carolina for the year 1963, as amended by subsequent acts of the General Assembly (the "*Enabling Act*"), for the purpose of providing fire protection service ("*Fire Service*");

WHEREAS, the boundaries of the District were established by the Enabling Act and subsequently expanded pursuant to Ordinance No. 11-17 of the County Council enacted on December 20, 2011 (the "*District Boundaries*"), as authorized pursuant to Sections 6-11-410 through 6-11-650 of the Code of Laws of South Carolina 1976, as amended (the "*South Carolina Code*");

WHEREAS, as authorized by Article VIII, Section 13 of the Constitution of the State of South Carolina 1895, as amended, and pursuant to Section 4-9-41 of the South Carolina Code, "[a]ny county, incorporated municipality, special purpose district, or other political subdivision may provide for the joint administration of any function and exercise of powers as authorized by Section 13 of Article VIII of the South Carolina Constitution";

WHEREAS, pursuant to Section 6-1-20 of the South Carolina Code, "[l]ocal governments, including counties, municipalities and special service districts, may enter into contractual agreements with each other to provide joint public facilities and services when considered mutually desirable" and the "governing body of each local government entering into such agreements for joint public facilities and services shall approve the contractual agreement and be parties thereto";

WHEREAS, pursuant to Section 5-7-60 of the South Carolina Code, the Town may contract with another political subdivision, such as the District, for the provision of Fire Service;

WHEREAS, the District and the Town entered into an Intergovernmental Agreement dated August 15, 2006 (the "*2006 Agreement*"), the provisions of which set forth certain terms regarding the District's authorization to provide fire protection services to all areas within the Town and further provided for the payment by the Town to the District of certain amounts collected by the Town from Richland County for fire protection service for the portions of the Town within Richland County, and [the District's agreement to reimburse the Town for any additional costs the Town may incur associated with fire protection service above and beyond the terms outlined in the 2006 Agreement];

WHEREAS, the term of the 2006 Agreement has subsequently expired and the District and the Town desire to reaffirm the Parties' rights and responsibilities and enter into this Agreement to set forth the current agreement between the Parties; and

WHEREAS, the District currently serves all portions within the corporate limits of the Town, including those outside of its statutorily defined service area which it serves pursuant to agreement with the Town.

AGREEMENT

NOW THEREFORE, in consideration of the mutual agreements and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the District and the Town agree as follows:

Section 1 Fire Service. (a) The District shall provide Fire Service to that portion of the Town which is located within Richland County and Lexington County that is within the Town but excluded from the District Boundaries, including any areas not within the District Boundaries that may be annexed by the Town from time to time (the "*Irmo Contract Service Area*"). This Agreement shall not impact or affect the continued provision of Fire Service to the portion of the Town that is within the District Boundaries. The Irmo Contract Service Area shall include any properties that the Town may annex during the term of this Agreement.

(b) At the request of the District, the Town agrees to use its best efforts to support any petition by the District to County Council to take proper action to expand the District Boundaries to include any property within Lexington County annexed by the Town that is not included within the District Boundaries.

(c) The Town represents that it has the legal authority to enter into this Agreement, that the services to be provided by the District do not unlawfully infringe upon the right of any other governmental entity to provide this service in the Irmo Contract Service Area, and that the Town consents and agrees that the District shall provide Fire Service within the Irmo Contract Service Area.

Section 2 Payment to the District. (a) The District shall charge, and the Town shall pay to the District an annual sum equal to the amount collected by the Town from Richland County for fire protection to the portions of Richland County located within the Town.

(b) The Town shall make payments to the District within 30 days of receipt of funds from Richland County.

(c) The District agrees to reimburse the Town for any additional costs the Town may incur associated with fire protection services above and beyond the terms outlined in this Agreement, subject to the appropriation of funds therefor in the applicable fiscal period.

Section 3 Term; Termination. (a) The initial term of this Agreement shall extend to June 30, 2031 (the "*Initial Term*"). Upon the expiration of the Initial Term, this Agreement shall

automatically renew for successive terms of five years (each a "*Subsequent Term*") unless either party provides written notice to the other party, not less than one year prior to the end of the Initial Term or any Subsequent Term, of its intention to terminate this Agreement at the end of such term.

(b) The Town may terminate this Agreement if the ISO fire rating within the Irmo Contract Service Area increases solely as a result of acts or omissions on the part of the District.

Section 4 Other Contracts. (a) Nothing in this Agreement shall affect any automatic or mutual aid agreements that may exist now or in the future between the District and the Town or any other local government.

Section 5 Successors. In the event of any occurrence rendering the District or the Town incapable of performing under this Agreement, any successor of the District or the Town, whether the result of legal process or assignment, otherwise shall succeed to the rights of the District and the Town hereunder.

Section 6 Force Majeure. If, because of force majeure, either Party hereto shall be rendered unable, in whole or in part, to carry out its obligations under this Agreement, then, in that event, said Party shall give notice, in writing, to the other Party, within a reasonable time thereafter, giving the full particulars of such force majeure. The obligations of the Party so affected shall thereupon be suspended and such suspension shall continue during the period in which such inability continues; provided, however, that the disabled Party shall endeavor with all reasonable dispatch, to remove or overcome such inability.

The term "force majeure" as employed herein shall mean Acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind of the Government of the United States or the State of South Carolina, including judicial orders, or any military authority, insurrection, riots, epidemics, landslides, earthquakes, fires, storms, hurricanes, floods, wash-outs, droughts, arrests and restraints of government and people, civil disturbances, explosions, breakage or damage to machinery or pipelines, or causes not reasonably within the control of the Party claiming such inability.

Section 7 Notice. Any notice required to be given hereunder shall be deemed to have been sufficiently given to either Party for all purposes hereof if mailed by certified mail, postage prepaid, addressed as follows:

As to the District:

Irmo Fire District
Attn: Fire Chief
6017 Saint Andrews Road
Headquarters Station
Columbia, SC 29212-3119

As to the Town:

Town of Irmo
Attn: Town Administrator
Post Office Box 406
Irmo, SC 29063

Section 8 Fully Integrated Agreement. This Agreement expresses the complete and final understanding of the Parties in respect thereto and may not be changed in any way except by

the instrument on writing signed by both Parties. The failure of either Party to enforce at any time any of the provisions of this Agreement, or any rights with respect thereto, or to exercise any option herein provided, shall in no way affect the validity of this Agreement. The exercise by either Party of any of its rights herein shall not preclude or prejudice such Party from exercising the same or any other right it may have under this Agreement, irrespective of any previous action or preceding taken by such Party pursuant to this Agreement.

Section 9 Waiver. A waiver by either Party hereto of any breach of any provisions of this Agreement shall be limited to such particular instance and shall not operate as a waiver of or be deemed to waive any future breaches of said provisions.

Section 10 Counterparts. This Agreement may be executed in duplicate originals and in several counterparts, and all of which duplicate originals and counterpart originals when taken together shall constitute the Agreement in its entirety.

Section 11 Severability. In the event 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.

[Signature Pages Follow]

IN WITNESS WHEREOF, the District has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**IRMO FIRE DISTRICT,
SOUTH CAROLINA**

[SEAL]

Mike Sonefeld, Fire Chief

ATTEST:

By: _____

IN WITNESS WHEREOF, the Town has caused this Agreement to be signed in its name by its duly authorized officers as of the date first hereinabove written.

**TOWN OF IRMO,
SOUTH CAROLINA**

[SEAL]

By: _____

Its: _____

ATTEST:

By: _____

Okra Strut Proposed 2021 Budget

REVENUE:	2020 BUDGET	2020 ACTUAL	2021 BUDGET	2021 ACTUAL
Account Name				
Lexington Cnty Hosp. Tax (40110)	2,500.00	\$2,500.00	2,500.00	
Richland Cnty Hosp. Tax (40120)	20,000.00		15,000.00	
Booth Rentals/Privilege Fees (40320)	11,000.00		11,000.00	
Booth Rentals (40321)	16,500.00		16,500.00	
Parade Fees (40325)	2,000.00		2,000.00	
Pod Shop Sales (40330)	500.00		500.00	
Beer/Wine Sales (40335)	5,000.00		5,000.00	
Soft Drink/Ice Sales (40340)	42,000.00		4,200.00	
Amusement Commissions (40350)	4,500.00		4,500.00	
ATM Surcharge (40635)	500.00		500.00	
Corporate Sponsorship (40625)	40,500.00	15,000.00	40,500.00	
Transfer from General Acct. (40920) (Accommodations)	19,900.00		19,900.00	
Okra Strut Reserves (40905)				
TOTAL	164,900.00	\$17,500.00	122,100.00	\$ -
EXPENSES:	2020 BUDGET	2020 ACTUAL	2021 BUDGET	2021 ACTUAL
Account Name				
Town Staff Overtime (5000-50175)	13,400.00		13,400.00	
Postage (5000-50200)	150.00		150.00	
Marketing/Media (5000-50230)	15,000.00	\$ 250.00	15,000.00	\$0.00
Trolley/Shuttles (5000-50233)	7,500.00		7,500.00	
Rentals (5000-50335)	9,100.00		9,100.00	
Stage Technical Support (5000-50340)	8,000.00		8,000.00	
Law Enforcement (5000-50350)	5,600.00		5,600.00	
Site Clean Up/Trash/Recycling (5000-50715)	2,100.00		2,100.00	
Miscellaneous Expenses (5000-50901)	6,500.00	\$ 314.17	6,500.00	\$0.00
Entertainment (5000-50907)	41,250.00	\$ 4,525.00	41,250.00	\$0.00
Donations/Scholarships/Charities/Volunteers (5000-50911)	8,000.00	\$ 4,000.00	8,000.00	\$0.00
Resale Items - Expense (5000-50936)*	2,500.00	\$ 1,175.00	2,500.00	\$0.00
Website Support (5000-50970)	3,000.00	\$ 3,000.00	3,000.00	\$0.00
TOTAL	122,100.00	\$ 13,264.17	122,100.00	\$0.00

Revised: 2/12/21 12:40 PM