

**Williston Town Council
Regular Meeting
August 12, 2013**

Minutes:

Notice of this meeting was posted at the Williston Town Hall and provided to The People Sentinel newspaper at least 24 hours in advance of the meeting in accordance with the S.C. Freedom of Information Act.

Members of Council present: Mayor Rivers, Councilman Baxley, Councilman Williams, Councilman Stapleton, Councilman Holmes and Councilman Valentine

Members of Council absent: Mayor Pro-Tem Matthews

Mrs. Angela Overton took minutes. Mr. Tom Boulware was also present.

Councilman Williams gave the invocation.

Councilman Valentine led the Pledge of Allegiance.

Mayor Rivers called the meeting to order, stated that a quorum of Council was present, and welcomed everyone to the meeting.

Councilman Williams made a motion to accept the minutes from the July 1, 8, & 31, 2013 meetings as presented. Councilman Baxley seconded the motion. All in favor.

Councilman Valentine made a motion to accept the financial report as information only. Councilman Stapleton seconded the motion. All in favor.

Public Forum –

Ms. Ferlicia Cuthbertson wished to speak. She stated that she has concerns with the Town Recreation Football and Soccer being played at the same time. She stated that she has a problem with this because the children have to choose between the two and will not have the opportunity to play both. She stated that she would like the Town to consider changing it back to the sports being played at separate times.

Councilman Baxley made a motion to accept the agenda as presented. Councilman Holmes seconded the motion. All in favor.

Request by the Community Uplift Program to use Town Hall and Town Park

Mr. Cook stated that Ms. Ferlicia Cuthbertson contacted him about using the Town Park for a community-wide back to school festival hosted by the Community Uplift Program (CUP). They also wish to combine the

activity with their annual Daddy Day at the Park that is usually held in June but had to be postponed due to inclement weather. He stated that she is requesting that the Town Council consider waiving the fee to reserve the shelter and use the restrooms. He stated that Ms. Cuthbertson has requested that the date be changed from August 17th to August 24th and he would need to check the calendar to make sure that date is available but he recommends that the Council waive the fee for this activity.

Councilman Holmes made a motion to allow CUP to use the park on August 24th and to waive the fee for reservation of the shelter and use of the restrooms. Councilman Baxley seconded the motion. All in favor.

Mr. Cook stated that CUP is also requesting use of Town Hall for their 3rd annual Breast Cancer Walk and Ceremony. They would like to use the facility on Saturday, October 12, 2013. The event has been held at Town Hall for the past two years.

Councilman Stapleton made a motion to approve the use of Town Hall for the 3rd Annual Breast Cancer Walk and Ceremony. Councilman Holmes seconded the motion. All in favor.

Fire Department update by Chief Milton Widener

Chief Widener stated that this year has turned out to be one of the busiest yet. He stated that year before last was the busiest up that point with 123 calls. He stated that this year is on track to beat that. He stated that he wants to honor that firefighters that respond to the calls. Mr. Widener said that because they have AM and PM calls the department has Top Responder awards for both time period calls. He stated that the new truck is scheduled for completion in mid to late September.

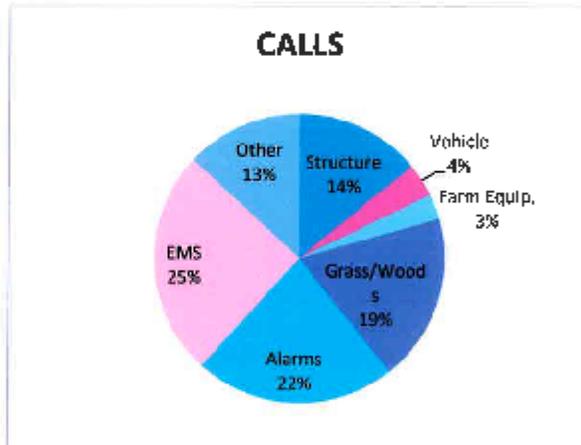
Chief Widener stated that the old truck cost much more than was anticipated and that much more money has been spent on it than was planned. He did state that the re-chroming has been paid for and it leaves the painting and other items.

Chief Widener stated that the Fire Department has had operating procedures in the past but they were very generic in nature. He stated that he has now drawn up updated more in depth operating procedures. In conclusion Chief Widener stated that Splash Day was held at the Town Library and was attended by 30 – 40 children.

**WILLISTON FIRE DEPARTMENT
RESPONSE UPDATE
AS OF August 10, 2013**

TOTAL RESPONSE CALLS : (107)
IN TOWN: (72)
IN COUNTY: (32)
MUTUAL AID: (03) (AIKEN COUNTY: 2 Structures, 1 Stand-by)
AM CALLS (6:00-18:00): (69)
PM CALLS (18:00-6:00): (38)

Types of Calls:



STRUCTURES: (15)
VEHICLE: (4)
FARM EQUIPMENT: (3)
GRASS/WOODS: (20)
ALARMS: (24)
EMS ASSIST: (27) (Wrecks, Lifting, First Response, Landing Zones)
OTHER: (14) (Electrical, Stroke, Gas spills, Dumpster, Etc.)

New Members: (2) Tommy Loui, Charles Mellon & John Jones
Total: (32)

Departmental Corrective Actions: (5)
(2) Leave of Absence (inactive) (1) Pending,
(3) Personal corrective actions.

UPDATE ON NEW TRUCK
KME, on schedule for Mid-Late September delivery.

UPDATE ON OLD GLORY (1936 Chevy)
See attachments.

Mayor/Council Members - Thank you for your continued support to the Williston Volunteer Fire Department.

Councilman Williams asked if there were any of the volunteer fireman that wished to be trained as EMS first responders as well as being firemen.

Chief Widener stated that there is some interest in that. He stated that they were waiting to see if the Williston Rescue Squad would receive the contract with the Barnwell County Hospital before any training would take place.

Mayor Rivers stated that he would like to thank the fire department for all the deeds that they do, not just the firefighting. He thanked Mr. Widener for the great job that he is doing as the Fire Chief and stated that because of our fire department's hard work the Town's ISO rating is excellent.

First reading of Ordinance 2013-09m a Lease-Purchase Agreement for Fire Truck and Garbage Truck

Mr. LeDuc stated that council previously approved the purchase of a new fire and garbage truck. He stated that he and Attorney Boulware have asked Mr. Dan McLeod with the McNair Firm to help with the ordinance and agreement and the solicitation of bids. He stated that the Town will be accepting bids on Wednesday, September 4th at noon. Mr. LeDuc stated that at the September 9th meeting there would be a second and final reading of the ordinance that will allow the Town to close on the lease purchase agreement on Friday, September 13th in time to receive funding for the fire truck delivery later that month. He recommended that the council approve the first reading of Ordinance 2013-09 for the lease purchase agreement in the amount of \$390,000 to obtain a fire and garbage truck.

ORDINANCE NO. _____

AUTHORIZING THE TOWN OF WILLISTON, SOUTH CAROLINA, TO EXECUTE AND DELIVER AN EQUIPMENT LEASE PURCHASE AGREEMENT, 2013, IN THE AMOUNT OF NOT EXCEEDING \$393,000 BETWEEN THE TOWN AND THE LESSOR THEREOF TO DEFRAY THE COST OF ACQUIRING CERTAIN EQUIPMENT; AND OTHER MATTERS RELATING THERETO.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF WILLISTON, SOUTH CAROLINA, IN COUNCIL ASSEMBLED, AS FOLLOWS:

SECTION 1. Findings and Determinations. The Town Council (the "Council") of the Town of Williston, South Carolina, hereby finds and determines:

(a) The Town is an incorporated municipality located in Barnwell County, State of South Carolina, and as such possesses all powers and duties granted to municipalities by the Constitution and laws of this State.

(b) Section 5-7-40 of the Code of Laws of South Carolina, 1976, as amended (the "South Carolina Code"), empowers all municipalities to own and possess real and personal property and such municipalities may lease any such property.

(c) The Town will enter into an equipment lease-purchase agreement (the "Lease Agreement") with the Lessor named below for the purpose of financing the acquisition of the equipment set forth on Exhibit A hereto (the "Equipment").

(d) Pursuant to a Request for Proposals dated August __, 2013, distributed to various banks, the Town received ____ (__) proposals to finance the acquisition of the Equipment under the Lease Agreement as follows:

<u>Name of Bank</u>	<u>Interest Rate</u>
1.	
2.	
3.	

After reviewing such proposals, the Mayor has recommended to the Council that the proposal submitted by _____ (the "Lessor") be accepted.

(d) The Lease Agreement will not constitute a "financing agreement" and the Equipment will not constitute an "asset" as such terms are defined in Section 11-27-110 of the

South Carolina Code. Thus, the amount of the Lease Agreement will not be included when calculating the Town's constitutional debt limit under Article X, Section 14 of the Constitution of the State of South Carolina.

(e) The Lease Agreement will be subject to annual appropriation by the Council.

(f) It is in the best interest of the Town to acquire the equipment by entering into the Lease Agreement. The Lease Agreement will enable the Town to purchase the equipment which will provide services necessary and useful to the operations of the Town government.

SECTION 2. Acceptance of Proposal. The proposal of the Lessor dated September 1, 2013, a copy of which is attached hereto as Exhibit B to provide the financing for the lease/purchase transaction authorized by this Ordinance is hereby approved and accepted. The Mayor of the Town is hereby authorized to execute such proposal on behalf of the Town.

SECTION 3. Approval of Lease Agreement. The Mayor is authorized to approve the form, terms and provisions of the Lease Agreement proposed by the Lessor. The Mayor is hereby authorized, empowered and directed to execute, acknowledge and deliver the Lease Agreement in the name and on behalf of the Town.

SECTION 4. Execution of Documents. The Mayor and Town Clerk are fully empowered and authorized to take such further action and to execute and deliver such additional documents as may be reasonably requested by the Lessor to effect the delivery of the Lease Agreement, including any project fund or acquisition fund agreement, in accordance with the terms and conditions therein set forth, and the transactions contemplated hereby and thereby, and the action of such officers in executing and delivering any of such documents, in such form as the Mayor shall approve, is hereby fully authorized.

SECTION 5. Federal Tax Covenant. The Town, as lessee, agrees and covenants that it will not take any action which will, or fail to take any action which failure will, cause interest components of the payments to be made under the Lease Agreement to become includable in the gross income of the Lessor or its successors or assignees for federal income tax purposes pursuant to the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and regulations promulgated thereunder in effect on the date of original issuance of the Lease Agreement, and that it will comply with all applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder, to maintain the exclusion from gross income for federal income tax purposes of the interest portion of the payments to be made under the Lease Agreement; and to that end the Town shall:

- (a) comply with the applicable provisions of Section 103 and Sections 141 through 150 of the Code and any regulations promulgated thereunder so long as the Lease Agreement is outstanding;

- (b) establish such funds, make such calculations and pay such amounts in the manner and at the times required in order to comply with the requirements of the Code relating to required rebates of certain amounts to the United States; and
- (c) make such reports of such information at the times and places required by the Code.

The Town covenants that, in accordance with Section 265(b)(3) of the Code, it is hereby designating the Lease Agreement as a "qualified tax-exempt obligation" and that it does not reasonably anticipate that it will issue more than \$10,000,000 in tax-exempt obligations which are not "private activity bonds" during calendar year 2013 all within the meaning of Section 265(b)(3) of the Code.

The Town will timely file Form 8038-G in accordance with the applicable regulations of the Internal Revenue Service.

The Mayor and Town Clerk of the Town, or either of them acting alone, are hereby authorized to adopt written procedures to ensure the Town's compliance with federal tax matters relating to the Lease Agreement.

SECTION 6. Filings with Central Repository. In compliance with Section 11-1-85 of the South Carolina Code, the Town covenants that it will file or cause to be filed with a central repository for further availability in the secondary bond market when requested: (a) a copy of the annual audit of the Town within thirty (30) days of the Town's receipt thereof; and (b) within thirty (30) days of the occurrence thereof, relevant information of an event which, in the opinion of the Town, adversely affects more than five (5%) of the Town's revenue or its tax base.

SECTION 7. Severability. All ordinances, orders, resolutions and parts thereof, procedural or otherwise, in conflict herewith or the proceedings authorizing the execution of the Lease Agreement are, to the extent of such conflict, hereby repealed.

SECTION 8. Effective Date. This Ordinance shall be effective upon its enactment.

[Execution Page Follows]

Enacted by the Town Council of the Town of Williston, South Carolina, this 9th day of September, 2013.

TOWN COUNCIL OF THE TOWN
OF WILLISTON, SOUTH CAROLINA

By: _____
Mayor

(SEAL)

ATTEST:

Town Clerk

Date of First Reading: August 12, 2013
Date of Second Reading: September 9, 2013

EXHIBIT A

Equipment

Garbage Truck: 2014 Freightliner M2 106 conventional chassis with a 300 HP Cumming engine guaranteed for two years/200,000 miles and an Allison transmission guaranteed for three years/unlimited miles; mounted with a 30 yard Pak Mor high performance body for a price of \$137,905.

Fire Truck: New KMC International model 4400 SBA 4x2 pumper truck at \$254,912, including powered by an International Maxx Force 9 engine with a 60 month/100,000 mile warranty and an Allison 3000 EVS_P transmission with a 24 month guarantee (including equipment at a cost of \$20,012).

Exhibit B

Proposal of Lessor

GREEN-V.LLF.204781-1

REQUEST FOR PROPOSALS

**Town of Williston, South Carolina
Equipment Lease-Purchase Financing, 2013**

Response Due: September 4, 2013
12:00 Noon, South Carolina Time

BANK QUALIFIED

The Town of Williston, South Carolina (the "Town"), is requesting proposals from various banks and financial institutions for not exceeding \$393,000.00 tax-exempt lease-purchase financing to defray the costs of acquisition of certain equipment as described herein. The Town invites interested parties to submit a proposal to finance the equipment by specifying a rate of interest and other conditions for such financing.

Mailed or Hand Delivered Bids: Each mailed or hand delivered proposal shall be enclosed in a sealed envelope marked "Proposal for 2013 Equipment Lease Purchase" and should be mailed or delivered to:

Mayor
Town of Williston
13112 Main Street
Post Office Box 414
Williston, SC 29855

Facsimile Bids: The Town will accept the facsimile transmission of a proposal at the risk of the bidder. The Town shall not be responsible for the confidentiality of bids submitted by facsimile transmission. Any delay in receipt of a facsimile bid, and any incompleteness or illegible portions of such bid are the responsibility of the bidder. Bids by facsimile transmission should be transmitted to the attention of Angela Overton, Town Clerk, Town of Williston, Tax No.: 803.266.4644.

E-Mail Bids: Electronic proposals may be e-mailed to the attention of _____ at _____; with a copy to Daniel R. McLeod, Jr., Esq., Special Counsel, at dmcLeod@munatn.net.

PROPOSALS MAY BE DELIVERED BY HAND, BY MAIL, BY E-MAIL OR BY FACSIMILE TRANSMISSION, BUT NO PROPOSAL SHALL BE CONSIDERED WHICH IS NOT ACTUALLY RECEIVED BY THE TOWN AT THE PLACE, DATE AND TIME APPOINTED, AND THE TOWN SHALL NOT BE RESPONSIBLE FOR ANY FAILURE, MISDIRECTION, DELAY OR ERROR RESULTING FROM THE SELECTION BY ANY BIDDER OF ANY PARTICULAR MEANS OF DELIVERY OF BIDS.

Please note that this Request for Proposals is also being sent to a number of other institutions as well and that the Town reserves the right to select the proposal determined to be

the most advantageous to the Town. The selection process will be heavily weighted toward lowest financing costs. The Town reserves the right to reject any or all bid proposals as well as negotiate with the lowest responsible bidder.

I. Terms and Conditions

(a) Amount to be Financed: Not exceeding \$393,000.00.

(b) Payments: 120 approximately equal monthly principal and interest payments commencing one month after the execution and delivery of Lease Agreement. Unless otherwise designated by a bidder, interest will be calculated based on a 360-day year comprised of twelve 30-day months.

(c) Guarantee of Interest Rate: The interest rate, costs and other terms of the bid submitted must be guaranteed from the date of your proposal to the closing date (expected to be on or about September 9, 2013).

(d) Equipment: Garbage Truck (\$137,905) and Fire Truck (\$254,912).

(e) Form of Equipment Lease-Purchase Agreement: The lease agreement ("Lease Agreement") will be in such form as agreed upon by the lessor and the Town and its counsel.

(f) Non-appropriation: A non-appropriation provision acceptable to the Town must be included in the Lease Agreement.

(g) Non-substitution: A non-substitution provision is not permitted to be included in the Lease Agreement.

(h) Deficiency Judgment: No deficiency judgment can be assessed or imposed against the Town nor will the full faith, credit and taxing power of the Town be pledged to the payment of the Lease Agreement.

(i) Title: Title to the equipment will be in the name of the Town subject to the lessor's rights under the Lease Agreement. The Lease Agreement must allow the Town to obtain full, unencumbered title to the Garbage Truck upon paying its approximate value in the principal components of the the monthly lease payments.

(j) Acquisition Account: The Town will require the successful bidder to transfer by Federal funds the full amount of this financing on the date of the closing. If a bidder requires that the acquisition or escrow account (the "Acquisition/Escrow Account") be held by it or its designee, the bidder must so indicate on its proposal. Otherwise, the Town retains the right to designate a bank to act as custodian of the Acquisition/Escrow Account. Interest earnings in the Acquisition/Escrow Account must accrue to the Town. Payments therefrom may be made either to the Town as reimbursement for prior expenditures or directly to the equipment vendor for payment of the equipment as directed by the Town.

(k) Costs of Issuance: All such costs relating to the preparation of the Lease Agreement and fees of special counsel will be paid by the Town. Any fees and costs of the bidder to be paid by the Town must be stated in the response to this Request for Proposals.

(l) Insurance: The Town provides insurance through the [South Carolina Municipal Insurance and Risk Financing Fund]-confirm for equipment/personal property. The equipment will be insured in a similar manner at face value. The lessor may be listed as a loss-payee, but may not be listed as an additional insured under the Town's insurance arrangement with the South Carolina Municipal Insurance and Risk Financing Fund.

(m) Closing: The Town expects to accept the successful proposal during a Town Council meeting on September 9, 2013, and close the transaction on September 13, 2013.

(n) Lease Agreement Designated as Qualified Tax-Exempt Obligation: The Town will designate the Lease Agreement as a "qualified tax-exempt obligation" for purposes of Section 265 of the Internal Revenue Code of 1986 (the "Code") relating to the ability of financial institutions to deduct from income for federal income tax purposes interest expense that is allocable to carrying and acquiring tax-exempt obligations.

II. Form of Proposal

(a) The proposal must be in writing. It is preferred that bids will not be subject to further credit or underwriting approval.

(b) No response may be modified by a bidder after it has been submitted.

(c) Proposals should include: the name, address, telephone number of your institution; the primary contact; and identity of legal counsel, if any.

(d) Proposals must be accompanied with a list of all requirements and conditions associated with its bid.

(e) Proposals must indicate a single interest rate for the lease term and should include an amortization schedule showing monthly payment amounts for the term of the financing.

(f) Proposals must provide full disclosure of all financing costs, including any closing, legal, and tax opinion charges.

(g) Any prepayment penalty or other fee requirements should be detailed in the proposal.

III. Evaluation of Proposals *sic* Award

The Lease Agreement will be awarded to the bidder whose proposal best serves, in the sole opinion of the Town, the needs of the Town based on various factors, including the interest rate, redemption terms, additional credit or underwriting approval, fees of the bidder or its

counsel, additional covenants and terms, if any, and other conditions set forth therein. The Town reserves the right to reject any and all bids or to waive irregularities in any proposal. The Town expects to accept the successful proposal at a Town Council meeting on September 9, 2013.

IV. Legal Opinion. The execution and delivery of the Lease Agreement is subject to the approving opinion of the McNair Law Firm, P.A., Special Counsel.

V. Tax Exemption and Other Tax Matters. The Code, and the Treasury Regulations promulgated thereunder, includes provisions that relate to tax exempt obligations, such as the Lease Agreement, including, among other things, permitted uses and investment of the proceeds of the Lease Agreement and the rebate of certain net arbitrage earnings from the investment of such proceeds to the United States Treasury. Noncompliance with these requirements may result in interest paid under the Lease Agreement becoming subject to federal income taxation retroactive to the date of issuance of the Lease Agreement. The Town has covenanted to comply with the requirements of the Code to the extent required to maintain the exclusion of interest on the Lease Agreement from gross income for federal tax purposes. Failure of the Town to comply with these covenants could cause the interest on the Lease Agreement to be taxable retroactively to its date of issuance.

The Code imposes an alternative minimum tax on a taxpayer's alternative minimum taxable income. Interest on the Lease Agreement is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations; however, such interest is taken into account in determining adjusted current earnings for purposes of computing the alternative minimum tax imposed on certain corporations.

The accrual or receipt of interest on the Lease Agreement may affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Prospective purchasers of the Lease Agreement should be aware that ownership of the Lease Agreement may result in collateral federal income tax consequences to certain taxpayers, including, without limitation, financial institutions, property and casualty insurance companies, individual recipients of Social Security or Railroad Retirement benefits, certain S corporations with "excess net passive income," foreign corporations subject to the branch profits tax, life insurance companies and taxpayers otherwise entitled to claim the earned income credit and taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry or have paid or incurred certain expenses allocable to the Lease Agreement. Special Counsel will not express any opinion as to such collateral tax consequences. Prospective purchasers of the Lease Agreement should consult their tax advisors as to collateral federal income tax consequences.

Special Counsel has not undertaken to determine (or to inform any person) whether any action taken (or not taken) or event occurring (or not occurring) after the date of issuance of the Lease Agreement may affect the tax status of interest on the Lease Agreement. In rendering its opinion, Special Counsel will rely upon certificates and representations of the Town with respect to certain material facts solely within the knowledge of the Town relating to the application of the proceeds of the Lease Agreement.

VI. Investment Letter. The lessor will be requested to execute a letter to the Town in substantially the form submitted with this Request for Proposals.

VII. Additional Information. If you should have any questions regarding the Request for Proposals, you should contact:

Roger Leduc
Town of Williston
Phone: 863.266.7015
rleduc@williston-sc.com

Daniel R. McLeod, Jr.
McNair Law Firm, P.A.
Phone: 864.271.4940
email: dmlcldj@mcnair.net

Dated: August __, 2013

Town of Williston, South Carolina

Councilman Valentine made a motion to approve the first reading of Ordinance 2013-09 by title only. Councilman Stapleton seconded the motion. All in favor.

Attorney Boulware read 2013-09 by title only.

Councilman Holmes made a motion to approve the first reading of Ordinance 2013-09. Councilman Valentine seconded the motion. All in favor.

Discussion and Approval of the Employee Handbook

Mr. Cook state that a copy of the handbook had been given out to each councilman last month for them to review for approval this month. He stated that there have been very few changes made from the version that council received in July. By passing this handbook a guideline will be set and it is understood that policies may need to be changed as needed. Mr. Cook stated that he recommends that council pass the handbook as presented.

Councilman Baxley made a motion to approve the handbook with the minor changes and the understanding that some policies may need to be added or changed. Councilman Williams seconded the motion. All in favor.

Discussion and Approval of changing the Property and Liability Insurance to South Carolina Municipal Insurance and Risk Financing Fund

Mr. Cook stated that he has been working the Municipal Association to get the rates for liability insurance for the Town through South Carolina Municipal Insurance and Risk Financing Fund (SMIRF). He stated that the price that was quoted will save the Town over \$14,000 a year in premiums. He stated that if approved the insurance change would take place on January 1st. He recommended that Council approve to move the Town's property and liability to the MASC SMIRF program.

Councilman Baxley made a motion to approve to move the Town's property and liability to the MASC SMIRF program. Councilman Stapleton seconded the motion. All in favor.

Discussion and Approval of Rail Trail Sign

Mr. LeDuc stated that the Barnwell County "Eat Smart Move More" wellness program would like the Town's permission to place a couple of signs along the Williston Rail Trail. He stated that each community in Barnwell County with walking tracks were asked to put these signs up. He stated that by putting the signs up it shows collaborative efforts of the communities to promote health and exercise. He recommended that the Town approve the placement of the signs along the Williston Rail Trail.



**Information about how long the trail
is or how many times you have
to travel around it to make a mile will go here.**



www.eatsmartmovemore.org/barnwellcounty

Councilman Stapleton made a motion to approve the placement of the “Eat Smart Move More” signs along the Williston Rail Trail. Councilman Holmes seconded the motion. All in favor.

Reappointment of Planning Commission Members

Mr. Cook stated that three of the members of Williston’s Planning Commission members’ terms are going to expire at the end of August. These members are Ms. Wilhelmenia Ashley, Mr. Robby Rimes and Mrs. Linda

Sloan. He stated that these members will need to be reappointed or replaced with new members before August 31, 2013 if possible. Mr. Cook stated that he has spoken with each of these members and they have agreed to serve another term if appointed by council. He also stated that the chairman of the commission had resigned and would also will need to be appointed to finish out his term which will end on August 31, 2014.

Councilman Holmes made a motion to approve the reappointment of Ms. Ashley, Mr. Rimes, and Mrs. Sloan. Councilman Stapleton seconded the motion. All in favor.

Discussion and Approval of the Purchase of a Passenger Van for transportation of the inmate workers

Mr. Cook stated that the Town opened bids on a passenger van on July 31, 2013. He stated that two bids were received. Two Town employees went to Charleston to look at one of the two vehicles and it was sold before they could get there to look at it. Mr. Cook stated that he was requesting that council vote to approve the expenditure of up to \$20,000 for a used van based on the competitive bid and mechanical review by our staff.

Councilman Holmes made a motion to approve the purchase, within the \$20,000 budgeted amount, of a passenger van based on the competitive bid and mechanical inspection. Councilman Valentine seconded the motion. All in favor.

Discussion of a policy on eliminating irrigation meters

Mr. Cook stated that at the June meeting Mr. Milton Widener brought up the subject of giving a sprinkler meter base fee waiver to those water customers with sprinkler meters. He stated that it has been looked into and determined that the annual cost for the fee waiver would be over \$12,000 a year. The additional cost would negate some of the 10% rate increase voted on at the first of the fiscal year.

Mr. Cook stated that he requests that instead of waiving the base fee the Town consider covering the plumbing expense to reduce customers with sprinkler meters down to one meter for their home and sprinkler system if the customer chooses. He stated this would result in a one time cost to the Town versus a recurring annual expense. Mayor Rivers asked if the plumbing could be done by Town employees instead of paying for plumbers.

Mr. LeDuc stated that it could be done but it would be a last resort to hire someone to do the work. He stated that this compromise gives the customer two options. They can keep two meters or time their irrigation and schedule and reduce down to one meter. He stated that the Council could approve the compromise now or it could be brought back at a later meeting.

Councilman Baxley made a motion to pay for the plumbing of any customer with two meters that wish to reduce down to one. Councilman Holmes seconded the motion. All in favor.

Information on elimination of commercial garbage services

Mr. Cook stated that this item is for information purchases only. He stated that a letter had been sent out to all of the commercial garbage accounts on July 16th informing them that the Town would no longer provide commercial services as of September 1, 2013 and they would need to choose a private vendor to collect their garbage. He stated that there had been no negative feedback to this point.

Administrator's Report

Mr. Cook stated that training for the inmate labor would be held in the next couple of weeks.

He stated that the TDS Phone system is currently being evaluated for possible savings. He also stated that he had checked with the roofing company and they should be in in the next week to check the leaks.

Mr. LeDuc stated that there needs to be an appointment for the resigned position on the Planning Commission. He stated that he is consulting attorneys about when the new council will be sworn into office. He stated the State Law says it is the Monday after their certification, but the Williston ordinance states that is on October 1st. He stated that he has requested clarification on this. He stated that the Town Ordinance could be changed if necessary.

Mr. LeDuc stated that the Shuler Street well is way behind schedule. He stated that the contractor had been sent a letter putting them on notice for a new schedule and the possibility of the Town evoking the penalty as laid out in the contract.

Mayor's Report

Mayor Rivers stated that the Lower Savannah COG in Aiken is scheduling the elected officials training if any of the council members wished to enroll in it. He also stated that pictures would be taken at the September meeting of the current council and the incoming council.

Mr. LeDuc stated that there will be a reception held before the meeting for the outgoing council members. He stated that the reception would begin at 7.

Council Comments

Councilman Williams asked how many employees would be trained to work with the inmates.

Mr. Cook stated that all of the garbage and grass crews would be trained and there would be at least one person from every other department trained as well.

Councilman Baxley asked why the complaint that was on the channel 12 news about the overgrown home on Elko Street was not on the Code Enforcement report.

Mr. LeDuc stated that the Town had not been notified about the complaint. The citizens did not come through the Town first but went straight to the media.

Councilman Holmes made a motion to enter into executive session not to exceed fifteen minutes to discuss personnel matters in accordance with the provisions of SC Code 30-4-70(s) 1. Councilman Stapleton seconded the motion. All in favor.

Councilman Holmes made the motion to return to regular session. Councilman Williams seconded the motion. All in favor.

Councilman Williams made a motion to approve the recommendation for Employee A. Councilman Baxley seconded the motion. All in favor.

With no other business Councilman Baxley made a motion to adjourn. Councilman Stapleton seconded the motion. All in favor.

The meeting adjourned at 8:30pm.

TOWN OF WILLISTON, SOUTH CAROLINA

Thomas R. Rivers, Mayor

ATTEST:

Angela S. Overton, Town Clerk

Date