

**Williston Town Council  
Regular Meeting  
July 8, 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 Valentine gave the invocation.

Councilman Baxley 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 Baxley made a motion to accept the minutes from the June 10, 2013 meeting as presented. Councilman Valentine seconded the motion. All in favor.

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

**Public Forum –**

No one wished to speak

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

Second Reading of Ordinance 2013-08, an Ordinance of the Town of Williston, South Carolina amending the zoning ordinance for real estate owned by Daniel and Heather Singletary from single family residential R-12 to single and two family residential R-7.

Councilman Baxley made a motion to read Ordinance 2013-08 by title only. Councilman Stapleton seconded the motion. All in favor.

Attorney Tom Boulware read Ordinance 2013-08 by title only.

**ORDINANCE NO. 2013-08**

AN ORDINANCE OF THE TOWN OF WILLISTON, SOUTH CAROLINA AMENDING THE ZONING ORDINANCE FOR REAL ESTATE OWNED BY DANIEL AND HEATHER SINGLETARY FROM SINGLE FAMILY RESIDENTIAL R-12 TO SINGLE AND TWO FAMILY RESIDENTIAL R-7.

WHEREAS, a 0.701 acre lot was subdivided from lot 031-03-02-018 and as shown on the attached map and incorporated herein by reference as Exhibit "A" owned by Jeffery and Lynn Pruitt, hereinafter "the Property," is presently zoned R-12 Single Family; and WHEREAS, Daniel and Heather Singletary owners of the 0.701 acres have requested a Zoning Map Amendment, requesting that the Property be rezoned from Single Family Residential R-12 to Single and Two Family Residential R-7; and WHEREAS, the Town of Williston Planning Commission has reviewed this request and determined that it is consistent with the Comprehensive Plan and the proposed zoning is compatible with the surrounding uses and has recommended approval of the rezoning of this property to Single and Two Family Residential R-7, and WHEREAS, the Council of the Town of Williston has concluded that the adoption of the proposed rezoning complies with the Town's Comprehensive Plan and is essential to the general health, safety, welfare and economic stability of the Town and is in the best interest of its citizens;

NOW, THEREFORE, BE IT ORDAINED by the Council of the Town of Williston, South Carolina, as follows:

Section 1. The Property identified in the attached Plan of Survey prepared for Daniel and Heather Singletary consisting of 0.701 acres a portion of 031-03-02-018 and shown on "Exhibit A" is hereby rezoned from R-12 Single Family Residential to R-7 Single and Two Family Residential.

Section 2. The Zoning Map of the Town of Williston, and all other maps and plans of the Town of Williston are hereby amended accordingly.

Section 3. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed to the extent necessary to give the provisions of this ordinance full force and effect.

Section 4. This ordinance shall become effective upon adoption by the Council of the Town of Williston.

ADOPTED by the Council of the Town of Williston at a meeting held this 1<sup>st</sup> day of July 2013 at which a quorum was present and voting.

PUBLIC HEARING: July 1, 2013  
FIRST READING: July 1, 2013  
SECOND READING: July 8, 2013

TOWN OF WILLISTON, SOUTH CAROLINA

\_\_\_\_\_  
Thomas R. Rivers, Mayor

ATTEST:

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Angela S. Overton, Town Clerk

Councilman Baxley made a motion to approve the second reading of Ordinance 2013-08. Councilman Valentine seconded the motion. All in favor.

Discussion and Approval of the South Carolina Department of Corrections Inmate Contract

Mr. LeDuc stated that in the FY 2014 budget there is a provision to use inmates from the work release program in Aiken. He stated that these inmates have served most of their terms and were a low threat because they are close to being released. He stated that Aiken has used around 20 inmates a day for a variety of duties in the past. Mr. LeDuc stated that by using the inmates the Town will save approximately \$10,000 - \$20,000 a year.

He recommends that the council approve the inmate contract with the South Carolina Department of Corrections.

STATE OF SOUTH CAROLINA     )  
  )  
COUNTY OF «COUNTY»     )     Contract ID #  
  )     A G R E E M E N T

Agreement made and entered into this 1<sup>st</sup> day of April, 2013, by and between the City of Williston, hereinafter referred to as the Contracting Agency, and the South Carolina Department of Corrections, a Cabinet Agency in the Executive Branch of Government of the State of South Carolina, by and through its duly authorized agent and Director, hereinafter referred to as the Department.

WITNESSETH

WHEREAS, the Department may permit the use of inmate labor on State highway projects or other public projects in accordance with Section 24-3-130 and Section 24-13-660 of the South Carolina Code of Laws;

WHEREAS, the Contracting Agency is charged with the making of any public improvement for the benefit of the State or with conducting other public service work or related activities in accordance with Section 24-3-130 and Section 24-13-660 of the South Carolina Code of Laws;

WHEREAS, the parties hereto desire to make available the use of inmates who are assigned to or eligible for minimum security institutions as a labor force to be utilized by the Contracting Agency,

WHEREAS, the Department has determined based upon all available information that was provided that the Contracting Agency has sufficient personnel to adequately supervise the inmates, in accordance with Section 24-3-131 and Section 24-13-660 of the South Carolina Code of Laws; and

WHEREAS, the Contracting Agency stipulates that it can and will provide adequate supervision of, and accountability for, the inmates in accordance with Section 24-3-131 and Section 24-13-660 of the South Carolina Code of Laws;

SOUTH CAROLINA DEPARTMENT OF  
CORRECTIONS

BY: \_\_\_\_\_  
Director

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

«NAME2»

BY: \_\_\_\_\_  
«Title»

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_

NOW TITERBEFORE, in consideration for these mutual promises and covenants, the parties hereby agree each with the other that;

1. The Department agrees that commencing April 1, 2013, it will provide the Contracting Agency with an appropriate number of able bodied inmates who are assigned to, or are eligible for assignment to, minimum security institutions of the Department to be utilized by the Contracting Agency as a labor force as the Contracting Agency shall require during specified working hours Monday through Friday of each week. The Department Further agrees that in the event of an emergency as so determined by the Contracting Agency, the Department will provide said inmates to be used by the Contracting Agency during times other than during the normal work week.

2. It is agreed that inmates meeting all other qualifications will be assigned to said labor force only upon a voluntary basis and signed statements reflecting such willingness will be required. Moreover, the Contracting Agency shall have the right to refuse to accept specific inmates offered for said labor force.

3. It is agreed that assignment of inmates to and utilization by the Contracting Agency will be without regard to race, creed, color, or national origin. The Contracting Agency shall comply with all applicable laws on discrimination.

4. a. It is agreed that assignment of inmates to an employment activity will be the responsibility of the Contracting Agency; however, the Contracting Agency will ensure that the inmates will not be working under hazardous conditions or in activities that would be in violation of the Occupational Safety and Health Act and State Laws and/or Court Decisions or Consent Decrees, including the prohibition against using inmates on construction projects.

b. The Contracting Agency will also ensure that the inmates are not used in a capacity that requires or permits them to supervise other inmates, other offenders, or any other persons, nor requires or permits them to represent or to act on behalf of any entity, authority, or individual.

c. Further, the Contracting Agency will ensure that the inmate labor force shall not be assigned to an employment activity that may

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be expected to result in occupational exposure to Bloodborne Pathogens; however, should the duties of the work performed constitute occupational exposure, it will be the Contracting Agency's responsibility to ensure that universal precautions are taken.

5. a. Should it be necessary for the Contracting Agency to utilize inmates in positions that require the use of equipment, the Contracting Agency shall provide all necessary safety equipment items, safety and training orientation with respect to the use of such equipment, and direct supervision by employees over inmates using such equipment.

b. The Contracting Agency shall ensure that no inmate is allowed to operate a motorized vehicle that requires a driver to be licensed and/or the vehicle to display a license tag. When inmates are assigned to use heavy equipment, mowers, or any other appropriate mechanized apparatus, the Contracting Agency shall ensure that they are properly supervised by trained staff.

c. The Contracting Agency shall assure that inmates receive all training for work activity being performed by inmates as necessary to comply with the Occupational Safety and Health Act. All inmate training records shall be maintained per OSHA requirements by the Contracting Agency with copies provided to the Department upon request. Verification of training may be maintained on SCDC Form 22-5, "Inmate Training Record", or the Contracting Agency's internal form(s) but in all instances must contain at a minimum the inmate's name, SCDC number, date and subject of training session, signature, and name of staff member conducting the training.

6. a. The Department shall provide an orientation session relating to supervision and security concerns for all employees of the Contracting Agency who will directly or indirectly supervise inmates.

b. This training will be updated by the Department when and as needed, and re-orientation session will be conducted at least annually. The Contracting Agency will be responsible for ensuring that all of its employees who will be providing direct or indirect supervision of the inmates attend both the initial and annual orientation sessions. Failure to do so can result in contract termination.

c. Each orientation and re-orientation session will be documented. The documentation will include subject matter, dates, duration and names of attendees.

d. The Contracting Agency will inform the Department when the inmate labor supervisors are replaced. The Contracting Agency also agrees to review the records of those persons who may be permitted to act as supervisors of the inmate labor force to ensure that said persons, if previously convicted of violating any law, are not under active supervision of the Department of Probation, Parole and Pardon Services.

e. The Contracting Agency understands that pursuant to section 44-23-1150, South Carolina Code of Laws, 1976, as amended, employees found to have relations or inappropriate contact, as defined by this section, with inmates may be subject to criminal action and imprisonment.

f. The Contracting Agency shall comply with procedures as outlined in current South Carolina Department of Corrections Policies and Procedures relative to inmate relations with news media and others. Specific procedure will be provided to the Contracting Agency and its participating employees during each mandated supervisor orientation.

g. The Contracting Agency shall inform all employees who directly or indirectly supervise inmates that they will be held accountable for violations and/or non-compliance of labor crew rules and regulations and that action may be taken as deemed appropriate and necessary. Serious violations and/or non-compliance will constitute contract termination, unless the Department determines that actions taken by Contracting Agency will prevent further incidents.

h. The Contracting Agency shall abide by all policies and procedures applicable to the inmate labor program as set forth by South Carolina Department of Corrections Policies and Procedures.

i. The Contracting Agency is responsible for the supervision of the inmate labor force and for ensuring that proper accountability for the inmates will be exercised at all times. The Contracting Agency shall immediately report any serious incident or

accident involving an inmate to the Department by notifying the institution to which the inmate is assigned.

7. The Contracting Agency agrees to provide safe transportation of the said inmates to the work site, transportation back to the institution of assignment, and transportation as necessary throughout the workday. The Contracting Agency shall ensure that no inmate is transported in a privately owned vehicle for any reason. The Contracting Agency shall ensure that inmates are not allowed to leave work areas to go to any other location.

8. a. The Contracting Agency agrees that while it has control of the inmate labor force, it will be responsible for providing necessary immediate medical care that may be required as a result of injury to or illness of an inmate while working as a member of said labor force. If the injury or illness is non-emergent, the Contracting Agency will be responsible for transporting the inmate back to the institution of assignment for care.

b. The Contracting Agency agrees that it will endeavor to provide the most cost effective care available, treating non-emergent injury or illness at the work site whenever possible and emergent injury or illness by arranging for care in a doctor's office/clinic or in a hospital setting. All injuries or illnesses will be reported to the Department's medical office using the emergency medical pager number provided by the Department.

c. Non-emergent injury or illness consists of:

- 1) Surface lacerations/abrasions when bleeding can be stopped with pressure.
- 2) Insect bites/stings, with no episode of shortness of breath
- 3) Simple muscle strains and sprains, showing swelling but no bones protruding or bone abnormality.

d. Emergent injury or illness consists of:

- 1) Chest pain or shortness of breath unrelieved by rest
- 2) Laceration or abrasion that appears deep enough to require stitches and when bleeding will not stop with pressure and elevation

3) Sudden onset of disorientation or confusion, facial droop and/or complaint of numbness/tingling to any extremity (i.e., legs, arms)

4) Falls with head or facial trauma involvement paired with loss of consciousness

5) In hot temperatures, heat stroke, inmate stops sweating, appears confused, appears flushed, skin is hot, dry and red (apply cool wet towels, call EMS).

c. Contracting Agency may contact pager number 803-654-3413, for further assistance.

f. Necessary immediate medical care is defined as ensuring that the inmate receives immediate and timely medical attention, whether on-site, in a doctor's office/clinic, or in a hospital setting. Transportation of the inmate, whether by the Contracting Agency vehicle or ambulance, and all expenses related to transportation, will be handled by the Contracting Agency. Costs incurred in the administering of immediate care (i.e., emergency room or office/clinic cost) will be the responsibility of the Contracting Agency. The Department will assume financial responsibility for all medical expenses (hospitalization, scheduled and unscheduled follow-up visits, medication, etc.) upon supervisory control by Department of Corrections' staff and/or return to Department custody of the inmate, provided, however, should the Department in its sole discretion determine that unsafe conditions and/or improper supervision is the proximate cause of the injury, the Contracting Agency will be solely responsible for all medical care attendant to the injury thereto. The inmate members of the labor force are not employees of the Contracting Agency.

The Contracting Agency shall provide documentation to the Department following each inmate injury requiring medical treatment of any kind.

This documentation shall be completed prior to the end of the injured inmate's work shift and provided to the Department as soon as possible but in any instance within 3 calendar days of the injury.

9. The Contracting Agency shall not loan, trade, or permit inmates to perform work for other public entities, for any private enterprises, or for any private citizens, to include employees of contracting agencies.

10. The Contracting Agency shall not allow inmates to enter into private business transactions or other moneymaking activities. The Contracting Agency shall ensure that all labor performed is on behalf of the Contracting Agency and not for the personal benefit of any inmate, employee or other individual. Further, the Contracting Agency shall not allow any item or message to be delivered to any inmate.

11. The Contracting Agency shall not allow the inmates to enter any business establishments, to receive visitors, or to use or have access to telephones, personal digital assistants (pdas), or have access to computers.

12. The Contracting Agency agrees that the inmate labor force shall not come in close contact with the general public, except as incidental in the performance of job duties by the labor force and then only with appropriate Contracting Agency supervision. Under no circumstances shall inmates be allowed to receive visitors or interact with persons who claim to be approved visitors, regardless of their alleged relationship or status. All such attempts shall be reported to the Department.

13. The Contracting Agency will ensure that respective municipal and/or county law enforcement agencies are advised as to the use of inmates by the Contracting Agency, and that their assistance in security-related situations may be needed. The Contracting Agency further agrees that in the event any inmate escapes or is unaccounted for while under the Contracting Agency's control, the Contracting Agency will immediately notify the Department's institution of assignment.

14. a. The Contracting Agency shall reimburse the Department the sum of fifteen dollars (\$15.00) per day for each inmate in the labor force to cover all costs. The amount of reimbursement is subject to increase at each annual renewal of this agreement.

b. In respect to this provision, the Department will submit to the Contracting Agency an accounting each month. The Contracting Agency agrees to remit the proper and full amount due by check within thirty (30) days of receipt of such accounting.

15. The Department and the Contracting Agency agree that the terms of this Agreement shall be in effect until June 30, 2013, commencing on April 1, 2013. Following the initial one-year term of this Agreement,

both parties may extend the Agreement for four (4) additional one-year terms by signing a letter of extension. If both parties do not consent in writing to the extension, this Agreement shall terminate at the end of the then existing term. The parties further agree that either party may terminate this Agreement after a period of thirty (30) days following the receipt by the other party of a written notice of such intent or immediately upon mutual consent of the parties. The parties agree that the Department may temporarily suspend the Agreement at any time due to an emergency, or during a period of inquiry and evaluation that is pertinent to the Agreement.

Councilman Holmes made a motion to approve the inmate contract with the South Carolina Department of Corrections. Councilman Baxley seconded the motion. All in favor.

#### Discussion and Review Possible Steps Forward on the County Law Enforcement Task Force

Mr. LeDuc stated that a meeting was held on June 18 with representatives from towns around the county. He stated that Sherriff Carroll spoke on gang and drug activity. He stated that it is a serious situation. Mr. LeDuc stated they all agree that there are gangs in Barnwell County but because of minimal staff it is hard to address the situations. He stated that building a special task force to address these issues in one area at a time to clear the problems up was discussed. He stated that the task force would work with the Towns' police departments throughout the county. To pay for this task force it was proposed that the county would pay for half of the expenses and the towns would provide \$10.00/citizen. He stated that tonight's discussion would be for informational purposes only and no action is expected at this time.

Mayor Rivers stated that he is 100% for this task force because he has seen the problems growing in Williston. He stated that these issues should be headed off now before they get out of control.

Mr. LeDuc stated that Williston would save money in their FY 2014 budget and the budget already has a provision for a ninth officer.

Councilman Baxley asked if there is already a task force in place.

Mayor Rivers stated that it was discussed previously but was not approved and the discussion was resurfacing.

Mr. LeDuc stated that Barnwell is one of the few counties in SC that does not have a task force.

Councilman Stapleton asked if this would be a yearly commitment.

Mr. LeDuc stated that they are not looking for a commitment right now. The meeting was simply to see if there is enough support throughout the county to move forward. He stated that if the Town would not be in favor of the task force we need to let the county know soon. He stated that now, if ever, is the time to support this cause.

Councilman Holmes requested how long it will be before they have the task force going.

Mr. LeDuc stated the earliest would be next year.

All of council are in favor of supporting a task force. The Administrator was asked to communicate this to the Sheriff's Office.

## Presentation and Discussion of potential Employee Handbook (will be for information only)

Mr. Kenny Cook stated that over the last couple of months a committee has been meeting to work on the handbook. He stated that they have tried to incorporate existing policies. He stated that an objective of the handbook is to lessen the Town's liabilities and make sure that we are in compliance with State rules. He stated that one big change that he would like to see made is in the vacation policy. He stated that it is an inexpensive way to improve the retention rates.

Mr. LeDuc stated that no vote is necessary now and that employees from each department were a part of the committee that Mr. Cook spoke of. He asked that council review the copies of the handbook that they received in their packets and see if there are any changes to be made. Mr. LeDuc stated that this is a very important document and hopefully it could be approved at the August meeting.

Mr. Cook encouraged all council members to call or email him if they see any changes that may need to be made.

Mr. LeDuc stated that if the handbook is approved that the policies are not set in concrete and could be changed. This just gives the Town a starting point.

Mr. Cook stated that every employee will receive a copy and sign something stated that they received it. He stated that it will be a great advantage to the Town to have this signed page on file.

## Discussion and Possible Approval of the Purchase of a New Garbage Truck

Mr. LeDuc stated that at the council retreat no one wanted to raise the fees for the garbage service. He stated that currently with three full time employees it costs around 25% more to pick up the garbage than what the Town is receiving in revenue. He stated that bids went out to privatize the garbage service but the prices came back higher than expected. Mr. LeDuc stated that he and Mr. Cook have analyzed the numbers and have looked for ways to collect the garbage for less money. They looked at other towns the size of Williston and how they collected the refuse. The solution that they came up with was to keep the charge the same by cutting out commercial pick-ups and having the residential garbage and trash collection at three days a week. This would cut the workers back to part-time. There would be one part-time driver, one part-time employee on the back of the truck, and an inmate would also be used on the back of the truck. Residential garbage would be picked up two days a week and yard debris would be picked up one day a week.

Mr. LeDuc stated that a new garbage truck would need to be purchased. He stated that bids went out for the new truck and the lowest bid was from Christopher Truck for \$141,545.00. He stated that he and Mr. Cook recommend that the Town purchase this truck from Christopher Truck. He stated that once the purchase is approved the next step is to bring before council a proposal on how to pay for the truck (lease purchase, bond or loan).

Councilman Baxley stated that it has been discussed for Lance Sims, one of the current collectors, to work with the inmates. He asked if Lance is taken off of the garbage crew then who would be on the back of the truck.

Mr. LeDuc stated that the Town would announce that they will be looking for part-time employees with the option to first allow the current employees the opportunity to take the positions. He stated that the driver would need a Commercial Driver's License.

Councilman Holmes asked if any of the garbage crew would be full time.

Mr. LeDuc stated that they would not be.

Councilman Stapleton made a motion to accept the Administrators' recommendation to purchase the truck from Christopher Truck and move forward with the new garbage collection recommendations. Councilman Williams seconded the motion. All in favor.

Administrator's Report

Mr. LeDuc stated that each council member was given a water usage report. The report gives a total of all of the water that was produced at the wells. He stated less water was pumped because of the influx of rain the Town has received. Mr. LeDuc stated that this is an indication that people are not irrigating. He stated that he wanted the council to be aware of this because it means there is less revenue coming in and this is something that will be need further review because it concerns the budget.

Mr. LeDuc stated that the past Friday was the closing for the filings for the General Election in September. He stated that questions have been raised since everyone is unopposed if it is necessary to have an election. He stated that the Town would get the opinion of Mr. Boulware. Mr. LeDuc stated that there are always certain risk if the Town does not hold the election as citizens may say that they did not have the opportunity to vote. He stated that more information would be brought to the August meeting on this matter.

Mr. LeDuc stated that it was brought to his attention that the Town Website is not up to date. He stated that a meeting will be held with the webmaster to discuss changes that need to be made.

Mayor's Report

Mayor Rivers wished to congratulate the citizens already running for the Council and Mayoral seats that are coming up for re-election in September. He stated that it is good to have younger citizens run for the seats.

Council Comments

Council had no comments.

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

The meeting adjourned at 8:08pm.

TOWN OF WILLISTON, SOUTH CAROLINA

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Thomas R. Rivers, Mayor

ATTEST:

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Angela S. Overton, Town Clerk

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Date