



TOWN OF WILLISTON

THOMAS R. RIVERS, MAYOR
ANGELA S. OVERTON, TOWN CLERK

**Williston Town Council
Regular Meeting
September 9, 2013**

P.O. BOX 414, WILLISTON, SOUTH CAROLINA 29853
TELEPHONE 803-266-7015
FAX 803-266-4644
WEB www.williston-sc.com

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, Mayor Pro-Tem Matthews, Councilman Baxley, Councilman Williams, Councilman Stapleton, Councilman Holmes and Councilman Valentine

Members of Council absent:

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

Mayor Pro-Tem Matthews gave the invocation.

Councilman Holmes 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 Holmes made a motion to accept the minutes from the August 12 2013 meetings as presented. Councilman Baxley seconded the motion. All in favor.

Mayor Pro-Tem Matthews made a motion to accept the financial report as information only. Williams seconded the motion. All in favor.

Public Forum –

Mr. Lloyd Ward stated that he wanted to thank the council for a job well done. He thanked Tommy for becoming a member of the Town so many years ago. He also thanked Jerry and Wanda for the work that they have put into the Council. He stated that he wished to challenge the new Mayor and Council to continue to keep Williston in great financial shape and continue to make it a great place to live.

Roger Kaney stated that he has worked with town for twenty plus year. He stated that there had been hard times and good times. He wished to thank the Mayor and Council and let them know that he appreciates them.

Mr. Ted Bellinger stated that he concurred with what the others have said. He stated that there is no animosity on his part and wished the outgoing members the best of luck. He stated that the town has moved forward and he hopes that it continues to do so. He stated that everyone needs to work as a whole to make it stay that way.

TOWN COUNCIL

SAMMIE L. BAXLEY BRETT WILLIAMS JERRY HOLMES JASON STAPLETON WANDA B. MATTHEWS SCOTT VALENTINE

Councilman Holmes made a motion to accept the agenda as presented. Mayor Pro-Tem Matthews seconded the motion. All in favor.

Second Reading of Ordinance 2013-09, a Lease-Purchase Agreement for Fire Truck and Garbage Truck

Mr. Cook stated that the town went out for proposals and asked for a ten year lease-purchase. He stated that one bank came in at seven years, one bank came in at five years and BB&T came in at the ten year time frame. He stated that the ordinance has blanks that will be filled in with the BB&T information if that is the institution council wishes to choose. He made a recommendation that council have the second reading of the ordinance and that the town get the lease-purchase through BB&T.

Councilman Stapleton made a motion for the second reading of Ordinance 2013-09 and that the town choose BB&T for the lease-purchase. Councilman Valentine seconded the motion. All in favor.

Attorney Boulware was late to the meeting so Mr. Roger Le Duc read Ordinance 2013-09 by title only.

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 in to 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(h)(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(h)(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

(SEAL)

By: _____
Mayor

ATTEST:

Town Clerk

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

GOVERNMENT SERVICES

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-J transmission with a 24 month guarantee (including equipment at a cost of \$20,012).

08/25/11 11:18:34

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 \$395,000.00 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@munish.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 and 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 Ledue
Town of Williston
Phone: 863.266.7015
rlcduc@williston-wv.com

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

Dated: August __, 2013

Town of Williston, South Carolina

Exhibit A

Equipment

Garbage Truck: 2014 Freightliner M2 106 conventional chassis with a 300 HP Cummins 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 EVS₁₃ transmission with a 24 month guarantee (including equipment at a cost of \$20,012).

CONFIDENTIAL

Councilman Holmes made the motion to approve the second reading. Mayor Pro-Tem Matthews seconded the motion. All in favor.

Request by the Rosemary Baptist Church to use the Town Park

Mr. Cook stated that Ms. Marie Jones requested to use the Town Park for an outreach ministry on October 12, 2013.

Mayor Rivers asked if they were planning to sell anything.

Mr. Cook stated that she had asked about selling choir cds and was told that they would not be able to because of the Town's policy.

Mayor Rivers asked if the fee would be waived. Mr. Cooked stated yes.

Councilman Holmes made a motion to approve the use of the Town Park by Rosemary Baptist Church on October 12th with no fee. Councilman Valentine seconded the motion. All in favor.

Handbook Distribution

Mr. Cook stated that the handbook is for information only. He stated that it was approved at the August meeting. He stated that it had been formatted, bound and distributed to the employees. Mr. Cook stated that he would like to thank the employee committee and Attorney Boulware for their help in getting the handbook together.

Mayor Pro-Tem Matthews made a motion to accept the handbook as information only. Councilman Valentine seconded the motion. All in favor.

Recognition of Outgoing Council Members

Mr. Le Duc that this is a sad time because three great members were leaving the council. He stated that he was delighted to present them with plaques with their years of service engraved on them. Mayor Rivers stated that the secret to this council's success is that they have been stable and have learned to work together over the years.

Mayor Rivers reflected on the past good and bad events while he was in office. He stated that when he became Mayor in 1993 there was a much needed maintenance shed built in thirty days. He also stated that the Town was sued and he was able to negotiate to get the bills paid. Mr. Rivers stated that two new fire trucks have been purchased and that in 1995 the First Citizens Bank burned to the ground. The Town purchased the railroad bed and in 1997 Mr. Scott Neely came to work for Williston. He stated that there was a crisis in which all of the wells in Williston went out except the Industrial Park Well and the pump went out on it. A new well was drilled. The water lines between Williston and Elko were linked together. Sludge was removed from the holding ponds at the waste water treatment plant. The Town had purchased two new garbage trucks and several police cars. He stated that the zoning had been put in place and was a very hard thing to do because it had to be done to try to please the majority of the citizens. Mayor Rivers stated that he was the most proud that in 2008 when all of the grants were gone and the recession hit, Williston did not lay anyone off.

Mayor Pro-Tem Matthews stated that she enjoyed working with the council. She stated that she has made a lot of friends. She encouraged the new council to work as a team but always vote with their heart and what will be best for the Town.

Councilman Holmes stated that he would like to thank everyone. He stated that he ran when he was very young and he ran for the people of Williston. He stated that when he was first voted to be a councilman the town was \$500,000 in the red and now it is \$1,000,000 in the black. He stated that he has made some hard choices and cut backs but has never had to cut anyone. He stated that he appreciates and will miss the council and meetings but life has other chapters in it and we all have to turn the page from time to time.

Administrator's Report

Mr. Cook stated that the inmate program has begun. He stated that they are being used on the mowing crew and garbage truck. He stated that the men are learning how to use the equipment and once they have learned it they will speed up their processes. He stated that he will be calling to ask for a few more to also help speed things up.

Mr. Cook stated that the TDS Telephone agreement has been reworked and it will save the Town \$800 per year plus free long distance.

Mr. Cook stated that the roofer came by and did some work to the roof. He stated that the roofer indicated that the town needs a new roof. Mr. Cook stated that the town is currently 8 ½ years into a 10 year warranty.

Mr. Le Duc stated that the zoning ordinance has been rewritten and the maps have been updated. He stated that the planning commission would meet to approve the changes and then it would be back to council for approval. He stated that currently there are no zones for agriculture and those would be added.

Mr. Le Duc stated that on September 28, 2013 a retreat would be held at 1 PM to go over protocol, what is expected of the council, the budget and where the town should go in the future.

Mayor's Report

Mayor Rivers stated it has been a pleasure to work with the town and he will miss everyone.

Mayor Rivers stated that when Roger Le Duc came to Williston as the Interim Administrator he informed the Town that it would not be a permanent position. Mayor Rivers stated that he thanks God that Roger was allowed to be a part of our community. He gave Roger a token of appreciation from the town.

Council Comments

Councilman Baxley stated that he would like to commend Mayor Rivers, Mayor Pro-Tem Matthews and Councilman Holmes on a job well done. He stated that he has really enjoyed working with Roger and will miss everyone.

Councilman Williams stated that he has enjoyed working with Mayor Rivers, Mayor Pro-Tem Matthews and Councilman Holmes. He stated that they left some big shoes to fill and he looks forward to working with the new council in the same capacity.

Mayor Pro-Tem Matthews stated that she would like to thank Attorney Boulware and that she has enjoyed working with him.

Councilman Holmes asked that the new council support the community and elderly to remove the white goods from the town. He stated that he hopes that everyone will stay in touch with each other. He stated that the Mayor always informed all of the council on what was going on and he hopes that will continue to be done because it helps keep everyone on one accord and work through any disagreements.

Councilman Valentine stated that he has only worked with Mayor Rivers, Mayor Pro-Tem Matthews and Councilman Holmes for a short few years but it has been a pleasure.

Councilman Stapleton stated that he has big shoes to fill. He stated that there have been a lot of changes and he knows he has a lot to live up to. He stated that he is excited about working with the new council but will miss

the old. He stated that he would like to continue to do as good a job as has been done in the past. Councilman Stapleton stated that all of the council have one thing in common and that is that they all love Williston.

Mayor Pro-Tem Matthews made a motion to enter into executive discuss negotiations incident to a proposed contractual arrangement and proposed sale or purchase of property, receipt of legal advice relating to a pending, threatened or potential claim or the position of the public agency in other adversarial situations involving the assertion against the agency of a claim in accordance with the provisions of SC Code 30-4-70(a) 1. Councilman Williams seconded the motion. All in favor.

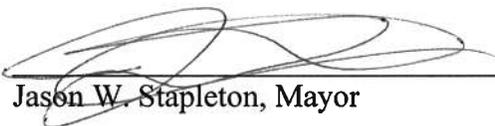
Councilman Valentine made the motion to return to regular session. Mayor Pro-Tem Matthews seconded the motion. All in favor.

Councilman Valentine made a motion to approve the recommendation to hire Employee A. Councilman Stapleton seconded the motion. All in favor.

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

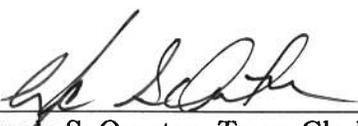
The meeting adjourned at 8:10pm.

TOWN OF WILLISTON, SOUTH CAROLINA



Jason W. Stapleton, Mayor

ATTEST:



Angela S. Overton, Town Clerk

10/14/13

Date