

**Williston Town Council
Regular Monthly Meeting
June 10, 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: Councilman Baxley, Councilman Williams, Mayor Pro-Tem Matthews, Councilman Holmes, Councilman Stapleton, and Councilman Valentine

Members of Council absent: Mayor Rivers

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

Town Administrator Kenneth Cook gave the invocation.

Councilman Baxley led the Pledge of Allegiance.

Mayor Pro-Tem Matthews 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 approve the minutes for the May 13, 2013 Meeting. Councilman Baxley seconded the motion. All in favor. The minutes were approved as presented.

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

Public Forum –

No one wished to speak

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

Adopt the proposed budget for the Fiscal Year 2014

Administrator Cook stated that there have been no changes to the budget that was reviewed at the session on May 13th except for the water and sewer rate increases were changed from 5% to 10%.

Councilman Holmes made a motion to adopt the budget for the FY 2014 with the changes that were made. Councilman Valentine seconded the motion. All in favor.

First Reading of Ordinance 2013-05, an Ordinance to raise revenue and adopt a budget for the Town of Williston, South Carolina for the fiscal year beginning July 1, 2013 and ending June 30, 2014

Mayor Pro-Tem Matthews called for a motion to read Ordinance 2013-05 by title only.

ORDINANCE NO. 2013-05

AN ORDINANCE TO RAISE REVENUE AND ADOPT A BUDGET FOR THE TOWN OF WILLISTON, SOUTH CAROLINA FOR THE FISCAL YEAR BEGINNING JULY 1, 2013 AND ENDING JUNE 30, 2014.

WHEREAS, Section 5-7-260 of the Code of Laws of South Carolina requires that a municipal council shall act by Ordinance to adopt budgets and levy taxes pursuant to public notice.

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

Section 1: That the prepared budget and the estimated revenue for payment of same is hereby adopted and is hereby made a part hereof as fully as if incorporated herein and a copy thereof is attached hereto.

Section 2: That a tax to cover the period from the 1st day of July 2013 to the 30th day of June 2014, both inclusive, for the sums and in the manner hereinafter mentioned, is and shall be levied, collected and paid into the treasury of the Town of Williston for the use and service thereof; i.e., a tax of seven dollars (\$7.00) on every one hundred dollars (\$100.00) in value of real estate and personal property of every description owned and used in the Town of Williston, South Carolina, except such as is exempt from taxation under the Constitution and laws of the State of South Carolina, is and shall be levied and received by the town treasury for the credit to the Town of Williston for the corporate purposes, permanent improvements, and for the purpose of paying current expenses of said municipality. Such tax is levied on such property as is assessed for taxation for county and state purposes.

Section 3: The billing dates, the penalty dates, and amount of the penalty that shall be levied for delinquent taxes shall be the same as that for Barnwell County. The billing dates, the penalty dates, and the amount of the penalty that shall be levied by Barnwell County for delinquent taxes are anticipated to be as follows:

- (a) September 30, 2013 to January 15, 2014, inclusive, taxes may be paid by paying full amount.
- (b) Penalties:
 - After January 15, 2014 a penalty of 3% added
 - After February 1, 2014 an additional penalty of 7% added
 - After March 16, 2014 in execution and an additional penalty of 5% added
 - and 15% penalty

- (c) After September 1, 2014, executions will be issued on all real property and same advertised and sold to pay all taxes, penalties and costs.
- (d) After September 1, 2014, executions shall be issued on personal property and same advertised and sold to pay all taxes, penalties and costs.

Section 4: The Town Clerk shall be responsible for the collection of delinquent taxes working in conjunction with the offices of the Barnwell County Tax Treasurer and the Barnwell County Tax Collector.

Section 5: The Mayor shall administer the budget and may authorize the transfer of appropriated funds within and between departments as necessary to achieve the goals of the budget.

Section 6: If for any reason any sentence, clause, or provision of this Ordinance shall be declared invalid, such shall not affect the remaining provisions.

Section 7: This Ordinance shall go into effect upon approval by the Council.

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

ATTEST:

Town Clerk

First Reading: June 10, 2013 Public Hearing: June 10, 2013 Second Reading: June 24, 2013

Councilman Baxley made the motion to read Ordinance 2013-05 by title only. Councilman Valentine seconded the motion. All in favor.

Attorney Boulware read Ordinance 2013-05 by title only.

Councilman Holmes made a motion to approve the first reading of Ordinance 2013-05. Councilman Baxley seconded the motion. All in favor.

First Reading of Ordinance 2013-06, to amend article III “water and sewer system” division 3 “rates and charges” subdivision II “water Charges” and section 74-111 schedule of rates to provide for an increase in water rates

Mayor Pro-Tem Matthews called for a motion to read Ordinance 2013-06 by title only.

ORDINANCE NO. 2013-06

AN ORDINANCE TO AMEND ARTICLE III “WATER AND SEWER SYSTEM” DIVISION 3 “RATES AND CHARGES” SUBDIVISION II “WATER CHARGES” AND SECTION 74-111 SCHEDULE OF RATES TO PROVIDE FOR AN INCREASE IN WATER RATES.

Sec. 74-111. Schedule of Water Rates

The schedule of water rates is as follows:

Base Rates for Water Service

Size of Water Meter	Monthly Base Charge In Town	Monthly Base Charge Out of Town
5/8" or 3/4"	\$ 12.65	\$ 18.98
1"	\$ 25.30	\$ 37.95
1 1/4"	\$ 37.95	\$ 56.92
1 1/2"	\$ 50.60	\$ 75.90
2"	\$ 75.90	\$ 113.85
3" or larger	\$ 151.80	\$ 227.70
Multifamily (per unit)	\$ 12.65	\$ 18.98

Each customer's monthly consumption charge for water service shall be calculated based on the volume of water used by the customer measured in gallons. The following rate schedule shall be used to calculate the monthly consumption charge for all classifications of water customers served by the Town's water system:

Consumption Charges for Water Service

In Town Charge Per Thousand Gallons	Out of Town Charge Per Thousand Gallons
\$ 2.09	\$ 3.13
Note: no usage is included with the base rate, so consumption is billed from the first gallon.	

A surcharge of 50 percent will be added to all customers who reside outside the town limits and who request certain sanitation, water and/or sewerage services. Said services will be provided by the town if provision of these services can be made by the town without undue expense. Those customers who currently reside outside the town limits who have been receiving those services will be grandfathered as being exempt from this surcharge.

Mayer

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

ATTEST:

Town Administrator for Town Clerk

First Reading: _____

Second Reading: _____

Councilman Baxley made the motion to read Ordinance 2013-06 by title only. Councilman Valentine seconded the motion. All in favor.

Attorney Boulware read Ordinance 2013-06 by title only.

Councilman Holmes made a motion to approve the first reading of Ordinance 2013-06. Councilman Williams seconded the motion. All in favor.

First Reading of Ordinance 2013-07, to amend article III “water and sewer system” division 3 “rates and charges” subdivision III “water Charges” and section 74-126 schedule of rates to provide for an increase in sewer rates

Mayor Pro-Tem Matthews called for a motion to read Ordinance 2013-07 by title only.

ORDINANCE NO. 2013-07

AN ORDINANCE TO AMEND ARTICLE III “WATER AND SEWER SYSTEM” DIVISION 3 “RATES AND CHARGES” SUBDIVISION III “SEWER CHARGES” AND SECTION 74-126 SCHEDULE OF RATES TO PROVIDE FOR AN INCREASE IN SEWER RATES.

Sec. 74-111. Schedule of Rates

The schedule of sewer rates is as follows:

Sewer Base Rate

Residential/Commercial

Size of Water Meter	Monthly Base Charge In Town	Monthly Base Charge Out of Town
5/8" or 3/4"	\$ 17.20	\$ 25.80
1"	\$ 23.16	\$ 34.74
1 1/4"	\$ 35.05	\$ 52.58
1 1/2"	\$ 64.78	\$ 97.17
2"	\$ 102.86	\$ 154.29
3" or larger	\$ 272.92	\$ 409.38
Multifamily (per unit)	\$ 17.20	\$ 25.80

Industrial

Name of Industry	Monthly Base Charge For Sewer Service
Dayco	\$ 3,756.52
Dixie-Narco	\$ 6,181.35
NBS	\$ 272.92

Each customer's monthly consumption charge for sewer service shall be calculated based on the volume of water used by the customer measured in gallons. The following rate schedule shall be used to calculate the monthly consumption charge for all classifications of sewer customers served by the Town's sewer system:

Consumption Charges for Sewer Service

In Town Charge Per Thousand Gallons	Out of Town Charge Per Thousand Gallons
\$ 2.20	\$ 3.30
Note: no usage is included with the base rate, so consumption is billed from the first gallon.	

A surcharge of 50 percent will be added to all customers who reside outside the town limits and who request certain sanitation, water and/or sewerage services. Said services will be provided by the town if provision of these services can be made by the town without undue expense. Those customers who currently reside outside the town limits who have been receiving these services will be grandfathered as being exempt from this surcharge.

Mayor

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

Councilmember

ATTEST:

Town Administrator for Town Clerk

First Reading: _____

Second Reading: _____

Councilman Valentine made the motion to read Ordinance 2013-07 by title only. Councilman Baxley seconded the motion. All in favor.

Attorney Boulware read Ordinance 2013-07 by title only.

Councilman Valentine made a motion to approve the first reading of Ordinance 2013-07. Councilman Baxley seconded the motion. All in favor.

Mr. Milton Widener to discuss issues with the Winter Base Sewage Rate Ordinance

Mayor Pro-Tem Matthews recognized Mr. Widener and stated that she would like to thank him for giving over 40 years of service to the Town of Williston.

Mr. Widener thanked Mayor Pro-Tem Matthews.

Mr. Widener stated that he had some concerns with the changes and new metering process. He stated that his concerns lie with the sprinkler meters. Mr. Widener stated that he understands that the new process is an attempt to eliminate the number of meters that have to be read each month and he believes that it is an excellent for new sprinkler customers. He stated that he knew a lot of instances where the new process would work ok for existing sprinkler customers but there are some cases that it is not beneficial. He stated that his sprinkler meter is one of those cases. Mr. Widener said that when he had his meter put in he had it placed further down the street from his house because the purpose for the meter was to water his garden. He said that in order to connect the water from his house meter to his line going to his garden he would have to spend a substantial amount of money. He stated that he would like to see the ability for customers to keep their separate meters, have the base rate dropped, and only pay for the water that is used. He stated that he only wished to be treated like everyone else.

Mr. Widener also stated that he did not wish to cut back to one meter because the water pressure is not great enough to run the sprinkler on the garden and take a shower in the house at the same time. He stated that he did not expect any action at this meeting but he would like for Council to consider his concerns.

Mayor Pro-Tem Matthews stated that she appreciated his comments and that the Administrator would look into the cost of waiving the base fees for the sprinkler customers.

Councilman Williams stated that he has had several citizens approach him with the same suggestion as Mr. Widener.

Discussion and approval of Contract for Audit Services

Administrator Cook stated that the Audit Services had been placed out for bids. He stated that the lowest bid was from Highsmith and Highsmith and was for \$5,000.00. He stated that there was concern because the bid was so much lower than the others; however, after a lengthy conversation between the company, Mr. LeDuc, Mr. Keith Sloan, and the Town Clerk, the offer is believed to be legitimate. He recommended accepting the bid from Highsmith and Highsmith for the Auditing Services.

CONTRACT FOR AUDIT SERVICES

TOWN OF WILLISTON

This **CONTRACTUAL AGREEMENT** is by and between the Town of Williston, hereinafter known as the Town, and Highsmith and Highsmith, LLC, hereinafter known as the Auditor, for the Town of Williston, Barnwell County, South Carolina, executed the 10th day of June, 2013.

WITNESSTH

WHEREAS, the Town is required to obtain an independent audit each fiscal year consisting of a financial and compliance audit; and

WHEREAS, the proposal from the Auditor for the consideration and under the conditions hereinafter set forth do agree as follow:

SECTION 1.

1. Audit All Town Accounts

The Town does hereby employ the Auditor to conduct a financial and compliance audit of the records pertaining to the revenues and expenditures of all Town funds as denoted in the scope of the audit below.

2. Fiscal Years Audited

The Town hereby employs the Auditor to audit the next three fiscal years as shown below:

1. July 1, 2012 – June 30, 2013
2. July 1, 2013 – June 30, 2014
3. July 1, 2014 – June 30, 2015

3. Audit Schedule

The audit shall begin each year on or before June 30, and end on or before October 31st, complete with the final audit report and presentation to Town Council on or before their December meeting. An extension of time for completion may be allowed for good cause by the Mayor and Council. Failure to comply with time for completion shall result in liquidated damages of \$25 per day for each day the final report is late, as well as grounds to cancel future contract obligations.

4. Scope of Services

1. All funds included in the annual budget, as well as any other grant, escrow, or fiduciary accounts controlled by the Town shall be included in the examination.
2. The Auditor will prepare for examination all combined financial statements and individual balance sheets, statements of revenues, expenditures, and changes in fund balances, and statements of changes in financial position, where applicable, for each fund.
3. The Town of Williston will supply within reason additional financial and appropriate information necessary to conform to governmental accounting, auditing, and financial reporting principles.
4. The system of internal control shall be observed, and if weaknesses are noted, appropriate recommendations shall be made.
5. The Mayor and council shall be notified immediately of any defalcations or irregularities coming to the attention of the auditors during the course of the examination.
6. The Town will provide adequate space to effectively conduct the examination. All records shall remain at Town Hall during the conduct of the audit.
7. In addition to the normal performance of providing a complete financial and compliance audit, the Auditor shall provide the opening entries and adjustments for each new fiscal year after completion of the audit, shall work with the Town Clerk to provide proper assistance as needed to correct any audit findings or to satisfy auditor's recommendations, and to provide ongoing assistance needed by the Town Clerk to assure that proper accounting methods are being followed. The additional technical services stated herein shall not exceed six to eight hours per fiscal year of auditing. This time shall be included in your audit proposal.

5. Auditing Standards

The examination shall be made in accordance with generally accepted governmental auditing standards and procedures prescribed by the American Institute of Public Accountants and as contained in the Standards for Audit of Governmental Organization, Programs, Activities and Functions issued by the U.S. General Accounting Office; the Single Audit of 1984; and in accordance with OMB Circular A-128 or OMB Circular A-110, attachment F, whichever is applicable, for compliance requirements as they apply to receipt and expenditure of grant funds and as expanded to financial and compliance audits in the general accounting office, standards for audit of governmental organizations, programs, activities and functions and in accordance with OMB Circular A-128 or OMB Circular A-110, attachment F, whichever is applicable, for compliance requirements as they apply to receipt and expenditure of grant funds, GASP 34, GASP 45, and GASP 34 if applicable.

6. Auditing Procedures

The examination shall be made in accordance with generally accepted governmental auditing procedures as prescribed in governmental accounting, auditing and financial reporting, as well as generally accepted auditing procedures prescribed by the American Institute of Certified Public Accountants.

7. Compensation

The Town agrees to pay the Auditor for audits performed as following: \$5,000 for each fiscal year, 2012-2013, 2013-2014, and 2014-2015. Included in the cost of the audit, the Auditor shall provide fifteen (15) copies of the final report for each fiscal year. Periodic billing may be submitted as work progresses, but no more often than monthly.

Section II. Terms and Conditions

This agreement is subject to the following terms and conditions.

1. Changes

The Town, at any time, by written notice to the Auditor, may modify the scope or quantity of the services to be furnished under this contract. If such changes cause an increase or decrease in the amount of service to be provided by the Auditor or in the time required for their performance, if due to no fault or neglect of the Auditor, equitable adjustments shall be made in the provisions of this contract for payment to the Auditor for the services or for the time of performance of the services or both, and this contract shall be modified by agreement of the parties accordingly. If due to the fault or neglect of the Auditor, he shall bear any cost for such additional time or services, including any steps necessary to bring about final approval of his work, which are attributable to such fault or neglect.

2. Findings Confidential

The Auditor agrees that its conclusions and any reports are for the confidential information of the Town and that it will not disclose its conclusions in whole or in part to any persons what so ever other than submit its written documentation to the Town and will only discuss the same with the Town or its authorized representatives. Upon completion of this contract term, all documents, reports, data, and working papers prepared by the Auditor shall be made available to the Town upon request for a period of three (3) years after issuance of the final audit report.

3. Termination of Contract for Cause

If through any cause, the Auditor shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the Auditor should violate any of the covenants, agreements, or stipulations of this contract, the Town shall thereupon have the right to terminate this contract by written notice to the Auditor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In any event, all finished or unfinished documents, data, studies and reports by the Auditor under this contract shall become the property of the Town and the Auditor under this contract shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents.

Notwithstanding the above, the Auditor shall not be relieved of liability to the Town for damages sustained by the Town by virtue of any breach of contract by the Auditor and the Town may withhold any payment to the Auditor for the purpose of setoff until such time as the exact amount of damages due to the Town from the Auditor is determined.

4. Termination for Convenience of the Town

The Town may terminate this contract at any time by notice in writing to the Auditor. If the contract is terminated by the Town as provided in this paragraph 4, the Auditor will be paid an amount which bears the same ratio to the total compensation as the services actually performed by the Auditor covered by this contract, less payment of compensation previously paid, provided that: if less than sixty percent (60%) of services covered by this contract have been performed upon the effective date of such termination, the Auditor shall be reimbursed (in addition to the above payment for that portion of the actual out-of-pocket expenses not otherwise reimbursed under this contract) for actual costs (including standard overhead and profit) incurred by the Auditor during the contract period which are directly attributable to the uncompleted portion of the services covered by the contract. If this contract is terminated due to the fault of the Auditor, paragraph 3 hereof, relative to the termination, shall apply.

5. Subcontracting

The Auditor shall not subcontract any part of the work covered by this contract.

6. Assign Ability

The Auditor shall not assign or transfer any of its rights obligations, benefits, liabilities, or other interests upon the contract without the written consent of the Town.

IN WITNESS THEREOF, the parties hereto have caused this agreement to be executed on the day and year above written.

Councilman Holmes made a motion to accept the bid from Highsmith and Highsmith and to enter into an agreement for them to perform the Town's Audit Services. Councilman Baxley seconded the motion. All in favor.

Discussion and approval of a Resolution Establishing and Agreeing To Participate In The Lower Savannah Regional Home Consortium

Administrator Cook stated that the Lower Savannah Council of Government brought to his attention that Williston is not currently on their consortium list. He stated that towns must go participate in the consortium in order to apply for funds from HUD. Mr. Cook stated that a resolution must be approved to join the consortium.



TOWN OF WILLISTON

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

PO BOX 414, WILLISTON, SOUTH CAROLINA 29855
PHONE 803-266-7015
FAX 803-266-4694
WEB www.williston-sc.gov

RESOLUTION 2013-06-10

**A RESOLUTION ESTABLISHING AND AGREEING TO PARTICIPATE IN THE
LOWER SAVANNAH REGIONAL HOME CONSORTIUM**

Whereas, the Congress of the United States has enacted the Cranston-Gonzales National Affordable Housing Act of 1990 (hereinafter the "Act") which created the HOME Investment Partnerships Program (hereafter the "HOME Program") to provide funds to states and local governments for affordable housing assistance with the flexibility to decide what kind of housing assistance or mix of housing assistance is most appropriate for local needs; and

Whereas, the Town of Williston has affordable housing needs; and

Whereas, the Town of Williston desires to increase affordable housing opportunities for its present and future residents, particularly for very low-income persons; and

Whereas, the Town of Williston desires to enter into affordable housing development activities which are directed toward the above general purposes, and for those reasons, wishes to seek such federal funding as may be available to it pursuant to the Act, and

Whereas, the Town of Williston desires to enter into the affordable housing activities and has determined that joint action with other units of local governments that choose to participate in accordance with the "Inter-Governmental Agreement Establishing the Lower Savannah Regional HOME Consortium the terms of which are incorporated by reference and such relevant HUD regulations and requirements as may now or hereafter be in effect would benefit the Town of Williston and

BE IT FURTHER RESOLVED, that Thomas Rivers, Mayor of the Town of Williston, is hereby authorized to sign the "Inter-Governmental Agreement Establishing the Lower Savannah

TOWN COUNCIL

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

Regional HOME Consortium on behalf of the Town of Williston as well as all other documents necessary to form the Consortium and to carry out and fulfill its purposes for the FY 2014-2017.

Adopted this 10th day of June 2013 by the

Town of Williston Council

Williston, South Carolina



BY: Thomas Rivers, Mayor
Mayor of the Town of Williston, South Carolina



BY: Angela Overton
Town of Williston, Clerk

Councilman Baxley made a motion to approve a resolution establishing and agreeing to participate in the Lower Savannah Regional Home Consortium. Councilman Williams seconded the motion. All in favor.

Discussion and approval of Special Called meeting on June 24, 2013 at 7:30pm

Mayor Pro-Tem Matthews stated that there needed to be a special called meeting on June 24, 2013 to have the second reading of the FY 2014 Budget and the second readings of the water and sewer rate increases. She requested a motion and stated that this should stand as notification to the media.

Councilman Holmes made a motion to hold a special called meeting on June 24, 2013. Councilman Baxley seconded the motion. All in favor.

Administrator's Report

Mr. Cook stated that he had met with the representative from the Municipal Association of South Carolina (MASC) on the liability insurance coverage for the Town. He stated that by switching the Town would save 15% and the MASC will also have a number of other programs to help the Town in the future. He stated that he believes that it will be a good move for the Town.

Mr. Cook stated that he has been working on the COPS grant that was discussed at a previous meeting. He stated that he did get it submitted and was awaiting a reply. He said that he was told that school resource officers were the priority for this round of grants.

Mr. Cook stated that he will be having his first meeting with the handbook committee. He stated that he will have representatives from each department there to discuss the policies and procedures.

Mr. Cook stated that the Town is ready for the Governor's visit on June 11th. He stated that the sanitation department and grass crew have done an exceptional job of making sure the grounds and streets were clear of trash and limb debris.

Mayor Pro-Tem's Report

Mayor Pro-Tem Matthews stated that Mr. LeDuc would be attending the Annual MASC meeting in Greenville. She stated that Williston and Edgefield would be sharing the expense for him to attend.

Council Comments

Councilman Holmes stated that he would like to see the area around the basketball goals on Main Street cleaned up.

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

The meeting adjourned at 8:55 pm.

TOWN OF WILLISTON, SOUTH CAROLINA

Thomas R. Rivers, Mayor

ATTEST:

Angela S. Overton, Town Clerk

Date