

11/18/03

**STATE OF SOUTH CAROLINA
COUNTY OF OCONEE
PROCLAMATION**

WHEREAS, because our children are our strength and the hope for a better tomorrow, we must do everything possible to ensure that they have the love, support and security they need to grow and prosper; and

WHEREAS, adoption is the permanency plan for approximately 40 children in Oconee County, providing stable and nurturing environments that will help these children to achieve their full potential; and

WHEREAS, many of these children have special needs because they have physical, mental or emotional disabilities, because they need to be placed as a sibling group, or because they are school-age; and

WHEREAS, families able and willing to adopt children with special needs are at the forefront of fulfilling our vital responsibility to one of our most vulnerable populations; and

WHEREAS, the 2003 observance of Adoption Awareness Month honors adoptive families for their positive contributions to the well being of our children and our communities.

NOW THEREFORE, WE, THE OCONEE COUNTY COUNCIL do hereby proclaim November 2003 as

Adoption Awareness Month

Throughout the county and encourage all Oconee Countians to consider becoming adoptive parents for the future well being of the many children waiting for permanent families.

Harry R. Hamilton
Interim Supervisor-Chair
Oconee County Council

Attest:

Opal O. Green
Clerk to Council

MOTION TO AMEND BUDGET;

1. MOVE \$3,700,000 FROM THE SOLID WASTE UNRESTRICTED RESERVE ACCOUNT TO THE GENERAL FUND UNDESIGNATED RESERVE.
2. MOVE \$1,600,000 FROM THE SOLID WASTE UNRESTRICTED RESERVE ACCOUNT TO THE SOLID WASTE CAPITAL ACCOUNT.
3. MOVE THE UNUSED MONIES FROM THE VOTER REGISTRATION BUILDING MOVE, THE COURT HOUSE VIDEO SURVELIANCE, COURT HOUSE BASEMENT RENOVATION, MISCELANEOUS CAPITAL IMPROVEMENTS AND THE CAPITAL PROJECTS BALANCE UNASSIGNED TO THE PINE STREET ACCOUNT.
4. PROVIDE \$29,620 FROM UNDESIGNATED RESERVE FOR ADA UPGRADES.
5. PROVIDE \$210,000 FROM UNDESIGNATED RESERVE FOR GIS PHASE I.
6. PROVIDE \$987,500 FROM UNDESIGNATED RESERVE FOR VEHICLES AND EQUIPMENT.
7. PROVIDE \$570,000 FROM THE SOLID WASTE CAPITAL ACCOUNT FOR SOLID WASTE VEHICLES AND EQUIPMENT.
8. PROVIDE \$25,000 FROM THE UNDESIGNATED RESERVE FOR RENOVATING THE DAVCO BUILDING FOR THE ROAD DEPARTMENT.
9. PROVIDE \$15,000 FROM THE UNDESIGNATED RESERVE FOR RENOVATING THE ROAD DEPARTMENT BUILDING FOR THE RURAL FIRE DEPARTMENT.
10. PROVIDE \$165,000 FROM THE PINE STREET FUNDS FOR RENOVATING THE PINE STREET FACILITY FOR PERMANENT OFFICES FOR THE PROBATE JUDGE. THIS WILL INCLUDE THE AREA USED FOR STORAGE, THE OLD KITCHEN AND THE AREA CURRENTLY OCCUPIED BY THE PROBATE JUDGE.

11. PROVIDE \$1,500,000 FROM THE UNDESIGNATED RESERVE FOR CONSTRUCTION OF A NEW BUILDING FOR THE DEPARTMENT OF SOCIAL SERVICES.

Approved Budget Ordinance amount for bid item \$949,000.00

I hereby certify that to the best of my knowledge
this tabulation of bids to be correct.Marianne Dillard

Procurement Director

Bidders	M B Kahn	Trehel Corp	Roebuck Bldg Co Inc	The Nichols Team
Address	Greenville, SC	Clemson, SC	Roebuck, SC	Greenville, SC
Submitted Proposal	yes	yes	yes	yes
Phase 1 - Schematic	5,200.00	1,000.00	3,500.00	8,500.00
Phase 2 - Design Dev	5,200.00	2,000.00	4,500.00	10,000.00
Phase 3 - Const Documents	3%	2.5%	3.32%	2.5%
Phase 4 - Construction	2%	4%	8%	5%
Rank by Committee	1	2	3	4
Bidders	The Flagler Co	Yeargin	Melloul-Blamey Const Ltd	McCrary Const Co
Address	Greenville, SC	Greenville, SC	Greenville, SC	Columbia, SC
Submitted Proposal	yes	yes	yes	yes
Phase 1 - Schematic	3,000.00	2,000.00	4,000.00	5,420.00
Phase 2 - Design Dev	3,000.00	2,000.00	6,000.00	3,500.00
Phase 3 - Const Documents	\$18,500.00	2%	5%	0.42%
Phase 4 - Construction	5%	5%	7%	9.4%
Rank by Committee	5	Not interviewed	Not interviewed	Not interviewed
Bidders	R. W. Allen & Assoc Inc	Potter-Shackelford	Durham-Greene Inc	
Address	Augusta, GA	Greenville, SC	Easley, SC	
Submitted Proposal	yes	yes	yes	
Phase 1 - Schematic	6,800.00	2,000.00	2,000.00	
Phase 2 - Design Dev	11,500.00	2,000.00	1,500.00	
Phase 3 - Const Documents	3%	2.75%	1%	
Phase 4 - Construction	8.10%	6%	7%	
Rank by Committee	Not interviewed	Not interviewed	Not interviewed	

Attended Bid Opening: Marianne Dillard, Jim Alexander, Tom Hendricks, Ann Albertson, Beverly Cleveland, Phil Watson

FEDDER, NORTON, BALLENGER, & ENDERLIN, P.A.

ATTORNEYS AT LAW

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W. J. Fedder
(Of Counsel)
Mcmminger F. Wiggins
(Of Counsel)

November 14, 2003

Memo

TO: Harry Hamilton
Oconee County Supervisor
Oconee County Council

FROM: Bradley A. Norton
Oconee County Attorney

On November 7, 2003, Ronald Butts, Marianne Dillard, and I met with representatives of FoamPro and Crimson Fire Apparatus at the Crimson Fire facility in Talladega Alabama. The purpose of the meeting was to resolve, once and for all, the various warranty issues that we have had with the ten (10) fire trucks Oconee County purchased from Crimson Fire. From the manufacturer's standpoint, there are three players: Freightliner, who built the chassis, Crimson Fire, who assembled the vehicles, and FoamPro, who manufactured the foam spray apparatus on the trucks. At the meeting were representatives of FoamPro and Crimson Fire.

Unlike many manufacturers in warranty situations, Crimson Fire and FoamPro acknowledged the various problems with the fire trucks. With regard to the foam problems, both Crimson and FoamPro acknowledged that the trucks were initially assembled incorrectly and that this was creating problems with the pump system for the foam. We were informed that the Walhalla Station 5 truck and the Keowee Key Station 17 truck had both been repaired. We expressed concern about the trucks having to be transported to Alabama for repairs and the fact that this kept the trucks out of service for long periods of time. We also expressed concern that the trucks were being delivered back to Rural Fire Departments with empty gas tanks.

To rectify this problem, Crimson plans to send repair technicians to Oconee County to repair the trucks on site. We will attempt to schedule these repairs prior to the end of the year. The repairs will probably take place at the Motor Pool because that is the best place to set up the Crimson Fire folks for these repairs. Also, FoamPro has agreed to send Jeff Hildrett to Oconee

County to give seminars on the use of the Pro Foam system and to inspect the repairs on all ten trucks.

The Pro Foam Representative also suggested that we change the type of foam that we are currently using and recommended several manufacturers of foam for consideration. Apparently, the foam that we have been using tends to cause corrosion. We did not know of this problem until this meeting.

Based on a list of problems that we currently are having with the 10 fire trucks, the above discussed repairs should take care of most of the problems. There are a couple of other problems with various trucks that Crimson will look at when they come to Oconee County in December for the re-piping of the FoamPro System. The only matters that were not able to resolve concern problems with the Freight Liner. For example, there are transmission problems with the Oakway Station #1 truck, fuel gauge problems with the Corinth Shiloh Station #3 truck, driver door problems on the Westminster Station #6 truck. Crimson's position is that these are warranty problems for Freight Liner and that the Freight Liner Dealership in Birmingham, Alabama with whom they do business is not particularly responsive. Marianne Dillard asked whether or not these problems could be resolved by the Freight Liner Dealership in Greenville, South Carolina. We were told that some of these problems may have to be resolved by Freight Liner in Orlando, Florida but that Crimson would do what they could to help us get Freight Liner to repair the problems, either here, in Greenville or Orlando.

Opal,

Roger wants to know if he can get in today under new business. John Murray has some radios, (which are already paid for), he would like to have for his people. Roger would need about \$2500 from contingency.

Sandra

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF A FEE IN LIEU OF TAX AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA, AS LESSOR, AND JOHNSON CONTROLS, INC.; AND OTHER MATTERS RELATING THERETO INCLUDING, WITHOUT LIMITATION, PAYMENT OF A FEE IN LIEU OF TAXES

WHEREAS, Oconee County, South Carolina (the "County"), acting by and through its County Council (the "County Council"), is authorized and empowered under and pursuant to the provisions of Title 12, Chapter 44 of the Code of Laws of South Carolina, 1976, as amended (the "Act"), to acquire, construct, or cause to be acquired or constructed by lease or otherwise, properties (which such properties constitute "projects" as defined in the Act) and to enter into agreements with any industry or business providing for the construction, operation, maintenance and improvement of such projects; to enter into or allow financing agreements with respect to such projects; to provide for payment of a fee in lieu of taxes pursuant to the Act; and, to accept any grants for such projects through which powers the industrial development of the State of South Carolina (the "State") and will be promoted and trade developed by inducing manufacturing and commercial enterprises to locate and remain in the State and thus utilize and employ the manpower, agricultural products and natural resources of the State and benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally; and

WHEREAS, the County is authorized by the Act to execute a fee in lieu of tax agreement, as defined in the Act, with respect to any such project; and

WHEREAS, Johnson Controls, Inc., a corporation duly incorporated under the laws of the State of Wisconsin (the "Company"), has requested the County to participate in executing an Inducement Agreement and Millage Rate Agreement, and a Fee Agreement pursuant to the Act for the purpose of authorizing and of acquiring and expanding, by construction and purchase, certain land, a building or buildings, and machinery, apparatus, and equipment, for the purpose of the development of a manufacturing facility in which the minimum level of investment is not less than \$20,000,000 (the "Project"), all as more fully set forth in the Fee Agreement attached hereto; and

WHEREAS, the County has determined that the Project would benefit the general public welfare of the County by providing service, employment, recreation or other public benefits not otherwise provided locally; and, that the Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either; and, that the purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes; and, that the inducement of the location or expansion of the Project within the County and State is of paramount importance; and, that the benefits of the Project will be greater than the costs; and

WHEREAS, the County has determined on the basis of the information supplied to it by the Company that the Project would be a "project" as that term is defined in the Act and that the Project would subscribe the purposes of the Act; and

WHEREAS, the County Council has previously determined to enter into and execute the aforesaid Inducement Agreement and Millage Rate Agreement, and a Fee Agreement and to that end has, by its Resolution adopted on November 4, 2003, authorized the execution of an Inducement Agreement, which included a Millage Rate Agreement, and, will by this County Council Ordinance, authorize a fee in lieu of tax agreement (the "Fee Agreement"); and

WHEREAS, the County Council has caused to be prepared and presented to this meeting the form of the Fee Agreement by and between the County and the Company which includes the agreement for payment of a payment in lieu of tax; and

WHEREAS, it appears that the instrument above referred to, which is now before this meeting, is in appropriate form and is an appropriate instrument to be executed and delivered by the County for the purposes intended;

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, and acquire by acquisition or construction a building or buildings and various machinery, apparatus, and equipment, all as a part of the Project to be utilized for the purpose of a manufacturing facility, the execution and delivery of a Fee Agreement with the Company for the Project is hereby authorized, ratified and approved.

Section 2. It is hereby found, determined and declared by the County Council, as follows:

- (a) Based solely upon representations of the Company, the Project will constitute a "project" as said term is referred to and defined in the Act, and the County's actions herein will subscribe the purposes and in all respects conform to the provisions and requirements of the Act;
- (b) The Project and the payments in lieu of taxes set forth herein are beneficial to the County;
- (c) The terms and provisions of the Inducement Agreement and Millage Rate Agreement are hereby incorporated herein and made a part hereof;
- (d) The Project will benefit the general public welfare of the County by providing services, employment, recreation or other public benefits not otherwise provided locally;

(e) The Project gives rise to no pecuniary liability of the County or incorporated municipality or a charge against the general credit or taxing power of either;

(f) The purposes to be accomplished by the Project, i.e., economic development, creation of jobs, and addition to the tax base of the County, are proper governmental and public purposes;

(g) The inducement of the location or expansion of the Project within the County and State is of paramount importance; and,

(h) The benefits of the Project will be greater than the costs.

Section 3. The form, terms and provisions of the Fee Agreement presented to this meeting and filed with the Clerk of the County Council be and they are hereby approved and all of the terms, provisions and conditions thereof are hereby incorporated herein by reference as if the Fee Agreement were set out in this Ordinance in its entirety. The Supervisor/Chairman of County Council and the Clerk of the County Council be and they are hereby authorized, empowered and directed to execute, acknowledge and deliver the Fee Agreement in the name and on behalf of the County, and thereupon to cause the Fee Agreement to be delivered to the Company. The Fee Agreement is to be in substantially the form now before this meeting and hereby approved, or with such minor changes therein as shall be approved by the officials of the County executing the same, upon the advice of counsel to the County, their execution thereof to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form of Fee Agreement now before this meeting.

Section 4. The Supervisor/Chairman of the County Council and the Clerk of the County Council, for and on behalf of the County, are hereby each authorized and directed to do any and all things necessary to effect the execution and delivery of the Fee Agreement and the performance of all obligations of the County under and pursuant to the Fee Agreement.

Section 5. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provisions shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 6. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 2nd day of December 2003.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harry R. Hamilton, Interim Supervisor/Chairman of
County Council Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading: November 4, 2003
Second Reading: November 18, 2003
Public Hearing: December 2, 2003
Third Reading: December 2, 2003

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT BETWEEN OCONEE COUNTY, SOUTH CAROLINA AND JOHNSON CONTROLS, INC. FOR GRANTING CERTAIN INFRASTRUCTURE CREDITS TO JOHNSON CONTROLS, INC.

WHEREAS, the County is authorized by the provisions of Title 4, Chapters 1 and 29 (jointly the "Act") of the Code of Laws of South Carolina, 1976, as amended (the "Code") to provide an infrastructure tax credit (the "Infrastructure Credit"), secured by and payable solely from revenues of the County from payments in lieu of taxes pursuant to Article VIII, Section 13 of the South Carolina Constitution and Title 4, Chapter 1 and Title 12, Chapter 44 of the Code, for the purpose of defraying a portion of the cost of designing, acquiring, constructing, improving or expanding the infrastructure serving the County in order to enhance the economic development of the County; and

WHEREAS, the County and Pickens County have established or will establish a joint county industrial and business park (the "Park") by entering into an Agreement for Development for a Joint County Industrial Park (the "Park Agreement") in which the Project (herein below defined) will be included; and

WHEREAS, in accordance with the provisions of an Inducement Agreement dated as of November 4, 2003, by and between Johnson Controls, Inc., a corporation duly incorporated and existing under the laws of the State of Wisconsin (the "Company") and the County, the Company has determined that it desires to construct and/or expand a manufacturing facility, which facility will consist of certain land, buildings and equipment located in the County and associated with the infrastructure to be owned, leased or used by the Company (the "Infrastructure") and to be located on the real property described in *Exhibit A* attached hereto (the "Project"); and

WHEREAS, pursuant to the provisions of the Fee in Lieu of Tax Agreement (the "Fee Agreement") to be entered into between the County and the Company, the Company is obligated (i) to make or cause to be made payments in lieu of taxes ("Fee Payments"), (ii) to maintain the Project in good repair at its own expense and (iii) to carry all proper insurance with respect thereto; and

WHEREAS, having determined that the Project will provide public benefits incident to conducting manufacturing facility operations, and in order to implement the public purposes enumerated in the Act and in furtherance thereof to assist the Company in expanding and maintaining a facility within the State of South Carolina (the "State"), the County has agreed to assist in financing a portion of the costs of the Infrastructure through an Infrastructure Credit in an amount equal to Twenty-five (25%) percent of the Fee

Payments paid by the Company in the Park in the County pursuant to the Fee Agreement for each of the first ten (10) years.

NOW, THEREFORE, BE IT ORDAINED by Oconee County, South Carolina, as follows:

Section 1. In order to promote industry, develop trade and utilize and employ the manpower, agricultural products and natural resources of the State by assisting the Company to expand a manufacturing facility in the State, the financing of the Infrastructure by the County through the Infrastructure Credit is hereby authorized, ratified and approved.

Section 2. Pursuant to the authority of the Act, there is hereby authorized to be provided, and shall be provided, the Infrastructure Tax Credit of the County to the Company in the amount of Twenty-five (25%) percent of the Fee Payments for the first ten (10) years of fee in lieu of tax payments on the Project in the Park, up to, but not exceeding, the total cost of the Infrastructure.

Nothing in this ordinance shall be construed as an obligation or commitment by the County to expend any of its funds other than the portion of Fee Payments represented by the Infrastructure Credit derived by the County which shall be payable solely as a credit against Fee Payments due by the Company to the County for the Project in the Park.

The County has determined that the purposes to be accomplished by the Project are proper governmental and public purposes and that the inducement of the location of the Project within the State is of paramount importance and the benefits of the Project are greater than the cost, and that the Project is anticipated to benefit the general public welfare of the County in that the proposed Project will provide services, employment, and other public benefits not otherwise provided locally; and that the Project will give rise to no pecuniary liability of the County, or a charge against its general credit or taxing power.

Section 3. The Supervisor/Chairman of the County Council and the Clerk of the County Council and any other proper officer of the County, be and each of them is hereby authorized and directed to execute and deliver any and all documents and instruments and to do and to cause to be done any and all acts and things necessary or proper for carrying out the transactions contemplated by this Ordinance.

Section 4. The provisions of this Ordinance are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared by a court of competent jurisdiction to be invalid or unenforceable, such declaration shall not affect the validity of the remainder of the sections, phrases and provisions hereunder.

Section 5. All orders, resolutions, ordinances and parts thereof in conflict herewith are, to the extent of such conflict herewith are, to the extent of such conflict, hereby repealed and this Ordinance shall take effect and be in full force from and after its passage and approval.

Passed and approved this 2nd day of December 2003.

OCONEE COUNTY, SOUTH CAROLINA

By: _____
Harry R. Hamilton, Interim Supervisor/Chairman of
County Council, Oconee County, South Carolina

ATTEST:

By: _____
Opal O. Green, Clerk to County Council
Oconee County, South Carolina

First Reading: November 4, 2003
Second Reading: November 18, 2003
Public Hearing: December 2, 2003
Third Reading: December 2, 2003

OCONEE COUNTY COUNCIL

ORDINANCE NUMBER 2003-25

AN ORDINANCE TO ABOLISH THE OFFICE OF TAX COLLECTOR FOR
OCONEE COUNTY AND TO DEVOLVE THE POWERS, DUTIES AND
RESPONSIBILITIES FORMERLY EXERCISED BY THE OFFICE OF TAX
COLLECTOR FOR OCONEE COUNTY UPON THE FINANCE DIRECTOR FOR
OCONEE COUNTY.

WHEREAS the Office of Tax Collector for Oconee County was created, established, and given all the powers formerly vested in the Sheriff of Oconee County as to the collection of delinquent taxes and the seizure and sale of property under tax executions; and

WHEREAS the Oconee County Council wishes to abolish the Office of Tax Collector for Oconee County and devolve all powers, duties, and responsibilities formerly exercised by the Office of Tax Collector for Oconee County upon the Oconee County Finance Department, be it therefore ordained as follows:

SECTION 1: AUTHORITY.

1.1: Pursuant to the authority contained in Section 4-9-30 of the Code of Laws of South Carolina, 1976, as amended, to establish such agencies, departments, boards, commissions and positions in the county as may be necessary and proper to provide services of local concern for public purposes, to prescribe the functions thereof and to regulate, modify, merge or abolish any such agencies, departments, boards, commissions

and positions, except as otherwise provided, the County Council of Oconee County hereby abolishes the Office of Tax Collector for Oconee County and devolves all duties and responsibilities of the Office of Tax Collector for Oconee County upon the Oconee County Finance Department, upon the effective date of this Ordinance.

SECTION 2: RESPONSIBILITY

2.1: Duties and Responsibilities.

2.1.1: All powers, duties and responsibilities heretofore exercised by the Office of Tax Collector for Oconee County shall now be devolved upon the Oconee County Finance Department, including but not limited to the following

2.1.2: Transfer executions.

All the powers formerly vested in the Office of Tax Collector for Oconee County as to the collection of delinquent taxes and the seizure and sale of property under tax executions are conferred upon the Oconee County Finance Department, and the Director of Finance is hereby empowered with full authority to execute and administer the laws pertaining to the collection of delinquent taxes and executions issued thereon, as formerly devolved upon the Office of Tax Collector for Oconee County. The Office of Tax Collector is hereby directed to turn over to the Director of Finance for Oconee County, no later than December 31, 2003, all tax executions in her possession and shall thereafter be relieved from the collection of all taxes.

2.1.3: Tax executions – levy and sale.

Immediately upon the expiration of the time allowed by law for the payment of taxes in any year, the county treasurer of Oconee County shall issue, in the name of the State, a warrant or execution in duplicate against each defaulting taxpayer in the county,

signed by him in his official capacity, directed to the Finance Director of the county, or any agent of his/hers, requiring and commanding him/her to levy the warrant or execution by distress and sale of so much of the defaulting taxpayer's estate, real, personal or both, as may be sufficient to satisfy the taxes, State, school, county and special, of such defaulter, specifying therein the aggregate amount of all such taxes, as well as the amount due each fund.

2.1.4: Duties as to property erroneously listed or not listed.

The Finance Director, or any agent of his/hers, shall assist the auditor in striking off the tax books such property and listings as appear in error or duplication. He/she shall report to the county auditor and the Board of Tax Assessors any personal or real property which he/she finds is not listed or which is undervalued or overvalued on the tax books and shall cause such property as is not listed to be entered upon the tax books and assessed at a fair value in relation to other property of its kind. The actions of the Finance Director in this regard shall be subject to review by the County Board of Assessors.

~~2.1.5:~~ 2.1.5: Assist in collecting motor vehicle tax.

The Finance Director, or any agent of his/hers shall make special effort to have all motor vehicles properly listed on the tax books.

~~2.1.6:~~ 2.1.6: Fees - disposition.

The Finance Director, or any agent of his/hers, shall levy and collect from such defaulter, in addition to the taxes and penalties due, the sum of one dollar for each warrant issued, and the sum of one dollar for each warrant executed, mileage at the statutory rate for State employees / agents for each mile traveled in executing the warrant.

and the actual cost of advertising the sale; and for making a sale and executing a deed of conveyance and putting the purchaser in possession, the sum of three dollars shall be levied and collected. All fees charged as provided in this section, except actual costs of advertising the sale, shall be paid into the general fund of Oconee County.

2.1.7: Reports.

The Finance Director shall prepare a statement showing separately the amount of taxes, fees, costs and penalties collected by him/her, and by whom paid, during each calendar month and, not later than the fifteenth day of the month next succeeding the month for which the statement is made, file one copy thereof with the county auditor and one with the county treasurer, and at the same time pay over to the county treasurer all such amounts as have been collected by him/her.

2.1.8: Executions nulla bona.

All executions ascertained to be uncollectible shall be reported to the county treasurer and county auditor who may, upon the recommendation of the Finance Director, enter such executions nulla bona and relieve the Finance Director of liability therefor.

SECTION 3: SEVERABILITY REPEALER AND TIME EFFECTIVENESS

3.1: Severability.

If any word, term, provision of section hereof is determined to be unconstitutional or otherwise invalid by a Court of competent jurisdiction, the remaining words, terms, provisions and sections shall not be affected thereby and shall remain in full force and effect.

3.2: Repealer.

All ordinances or portions of ordinances inconsistent herewith are hereby repealed as of the effective date hereof.

3.3: Time Effective.

This ordinance shall take effect upon its approval by County Council and upon the vacancy of the office of Tax Collector or January 1, 2005, whichever first occurs.

APPROVED AND ADOPTED ON FIRST READING this 18th day of November, 2003 by a vote of ____ yes to ____ no.

Council Clerk

APPROVED AND ADOPTED ON SECOND READING this ____ day of _____, 2003 by a vote of ____ yes to ____ no.

Council Clerk

APPROVED AND ADOPTED ON THIRD AND FINAL READING this ____ day of _____ 2003 by a vote of ____ yes to ____ no.

Interim Supervisor-Chairman
Oconee County Council

Attest:

Council Clerk