



**Oconee County
REAL ESTATE, FACILITIES &
LAND MANAGEMENT MEETING
AGENDA**

**February 14, 2017
5:30 p.m.**

To be held immediately following the Budget and Finance Committee Meeting
scheduled for 5:30 p.m.

Oconee County Administrative Offices
County Council Chambers
415 S. Pine Street, Wallhalla, SC

1. Call to Order
2. Approval of Minutes:
 - November 8, 2016
3. Discussion Items *[to include Vote and/or Action on matter brought up for discussion, if required]*
 - Update on Oakway Intermediate School
 - Nicholas Gambrell presenting Farmstead at the Oakway School
 - Bountyland Fire Substation / Follow up
 - FARM Center Operations – discussion re: TMS 252-00-02-003
 - Review/discussion of Davis and Floyd Engineering proposal for Ag Property
 - Trees at Pine Street – update (per Mr. Moulder's request)
 - Hangar discussion – CEU
4. Other Business *[to include Vote and/or Action on matter brought up for discussion, if required]*
5. Adjourn

There will not be a scheduled opportunity for public to comment at this meeting.
Council members will discuss recommendations from the Administrator at this meeting.

If time permits at the end of the meeting *[and at the Committee Chair's discretion]* the Committee
may take agenda related questions from the public.

[This agenda is not inclusive of all issues which the Committee may bring up for discussion at this meeting.]

Assisted Listening Devices (A.L.D.) are available to accommodate the special needs
of citizens attending meetings held in Council Chambers.

A.L.D. requests should be made to the Clerk to Council at least 30 minutes prior to the meeting start time.

Oconee County Council & Committee meeting schedules and agendas are posted
at the Oconee County Administration Building and are available
on the County Council Website www.oconeesc.com/council.htm

[All upcoming meetings will be held in Council Chambers unless otherwise noted.]



MINUTES
REAL ESTATE, FACILITIES & LAND MANAGEMENT
COMMITTEE MEETING

November 8, 2016

COMMITTEE MEMBERS

Ms. Edda Cammick, Chairman, District I

Mr. Wayne McCall, District II

Mr. Reg Dexter, District V

No Recording was made of this meeting.

The Real Estate, Facilities & Land Management Committee met at 5:30 p.m. in the Conference Room, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, SC with all members present, Administrator Scott Moulder, County Attorney David Roof & Clerk to Council Elizabeth G. Hulsc present.

Press:

Pursuant to the Freedom of Information Act, notice of the meeting, date, time, place of meeting and agenda were posted on the bulletin board at the County Administrative Offices, 415 South Pine Street, Walhalla, SC, and the County Council website [www.oconeesc.com/council]. In addition it was made available to the newspapers, radio stations, television stations and concerned citizens.

Members of the press present: Ray Chandler – Anderson Independent & Steven Bradley – Daily Journal.

Call to Order:

Ms. Cammick called the meeting to order at 5:30 p.m.

Approval of Minutes:

Mr. McCall made a motion, seconded by Mr. Dexter, approved 3 – 0 to accept the August 9, 2016 minutes as presented.

Discussion Items

Potential Uses for Oakway Intermediate School / Follow Up & Operation Discussion

Ms. Cammick noted that the Fair Play/Fair Oak civic group has been meeting and are working on issues related to interested parties in space in the facility / space utilization, entity contributions, events for facility, sports in the gym, etc.

Mr. Moulder noted that the County has received both the property condition assessment and the Phase I assessment from the School District of Oconee County (SDOC); noting he saw no issues in the County accepting the property from the SDOC.

Ms. Cammick noted that the SDOC has refinished the gym floor and replaced the basketball hoop; noting that basketball will begin in December with five teams having been created.

The Committee took no further action regarding this matter at this meeting.

Bountyland Fire Substation / Follow Up

Mr. Moulder addressed the Committee noting that the RFP went out with one bidder responding (Joel Davis) and that there will be a meeting next week to begin design, etc. Lastly he noted that construction on this site will hopefully begin after the first of the year.

Other Business

Whetstone Fire Substation

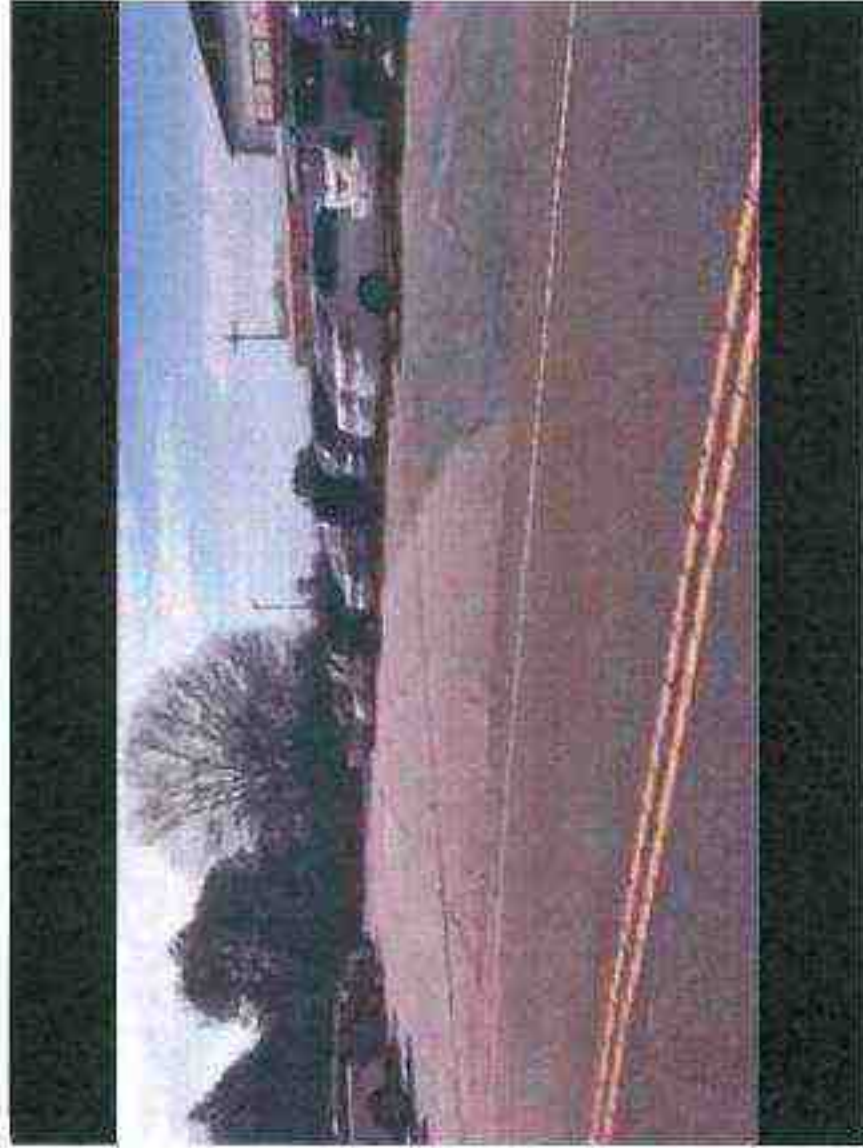
Mr. Moulder addressed the Committee noting the neighboring property owner has denied the County's request for an easement; therefore, he has contacted another property owner who will likely agree to a share well. Lastly, he noted that Mr. Root is working on the easement documents that will be presented to Council at a future meeting.

Adjourn:

Mr. McCall made a motion approved unanimously to adjourn the meeting at 5:44 p.m.

Respectfully Submitted:

Elizabeth G. Hulse
Clerk to Council



Oakway Presentation

Terry Swain • Feb. 14, 2017

Soccer Facilities:

1 Full Size &
1 Youth Field









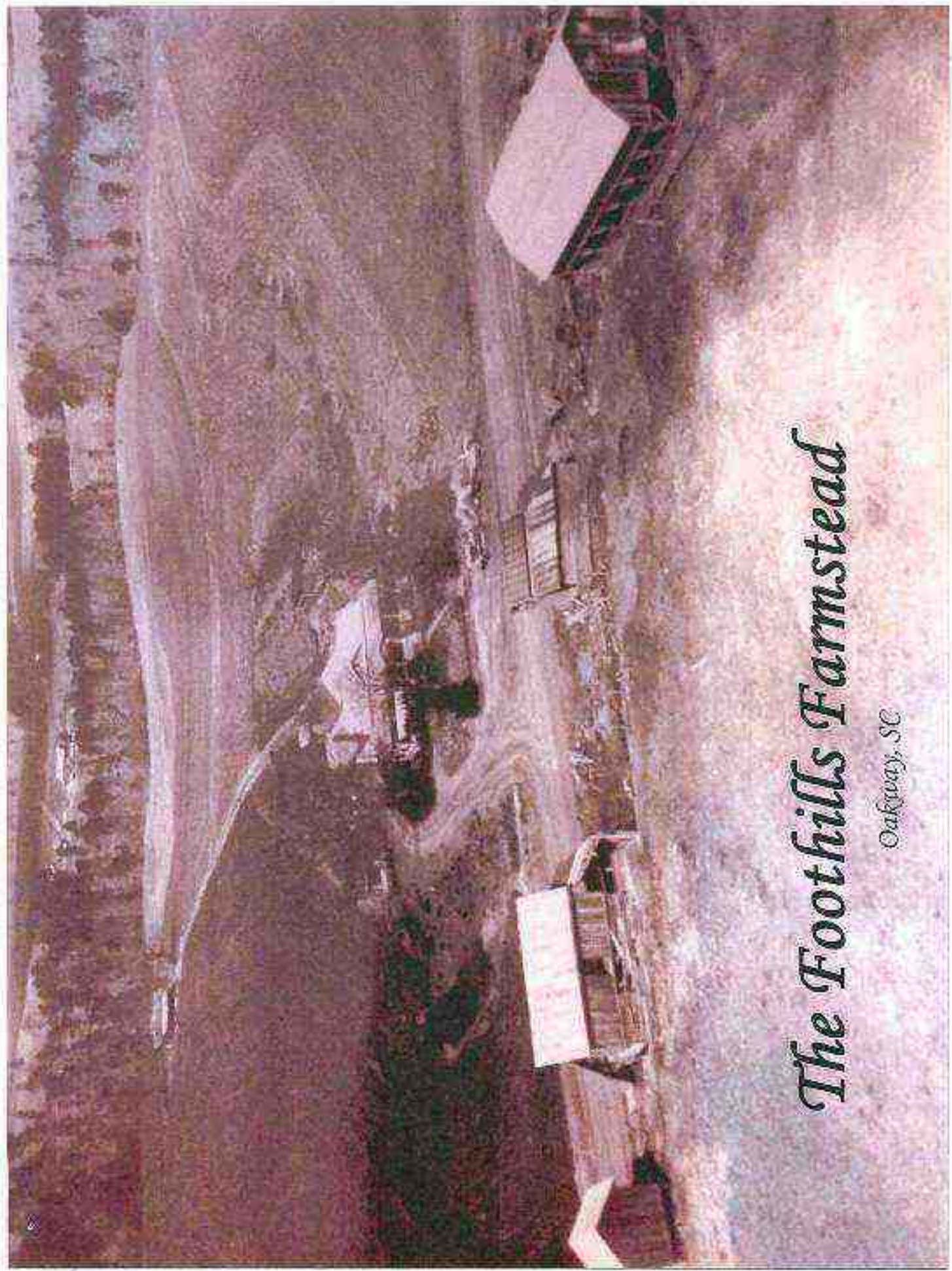
FOYC SOCCER











The Foothills Farmstead

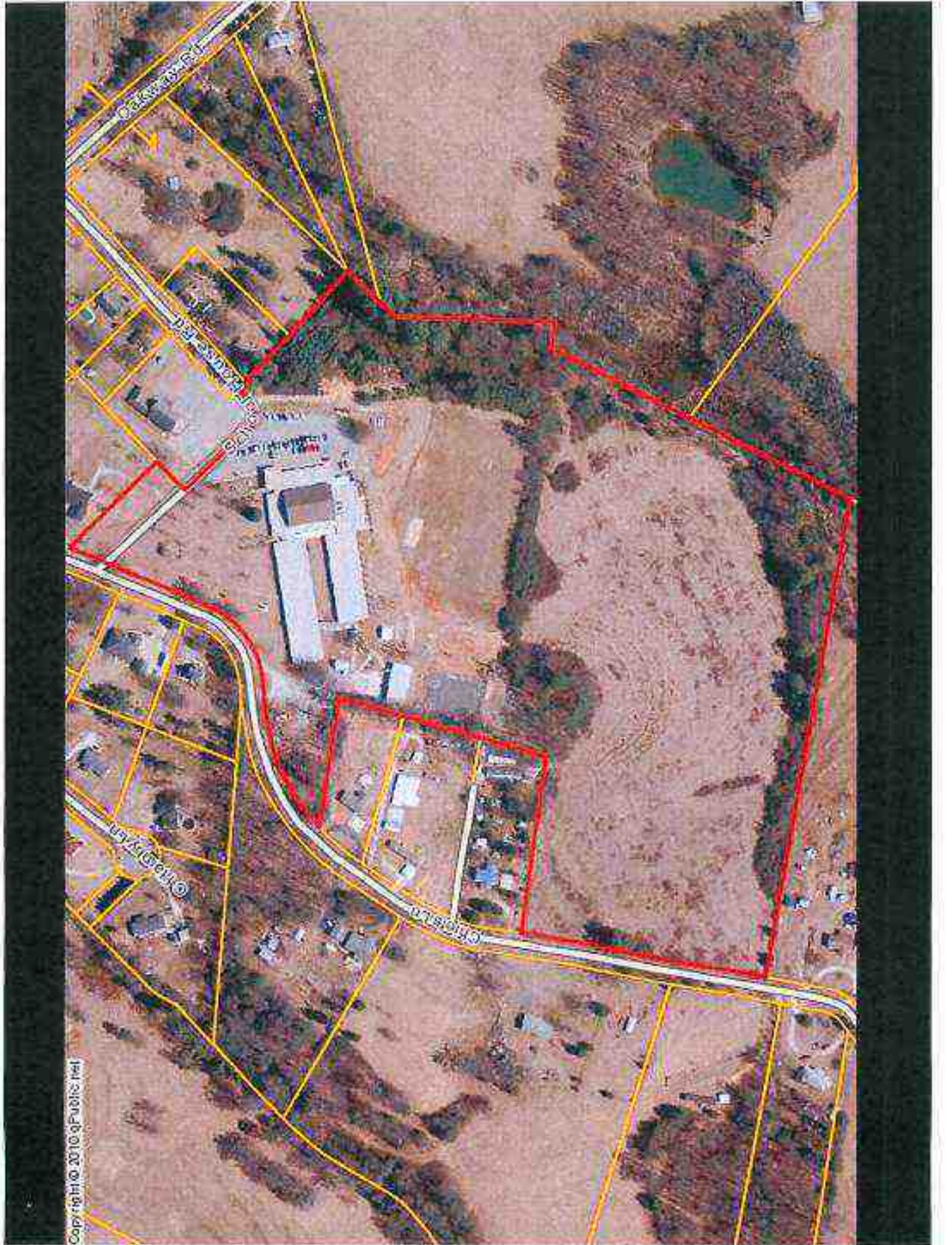
Oakway, SC

To professionally create a
Living History Farm...

...typical of farms found
in the Foothills of the
Appalachian Mountains

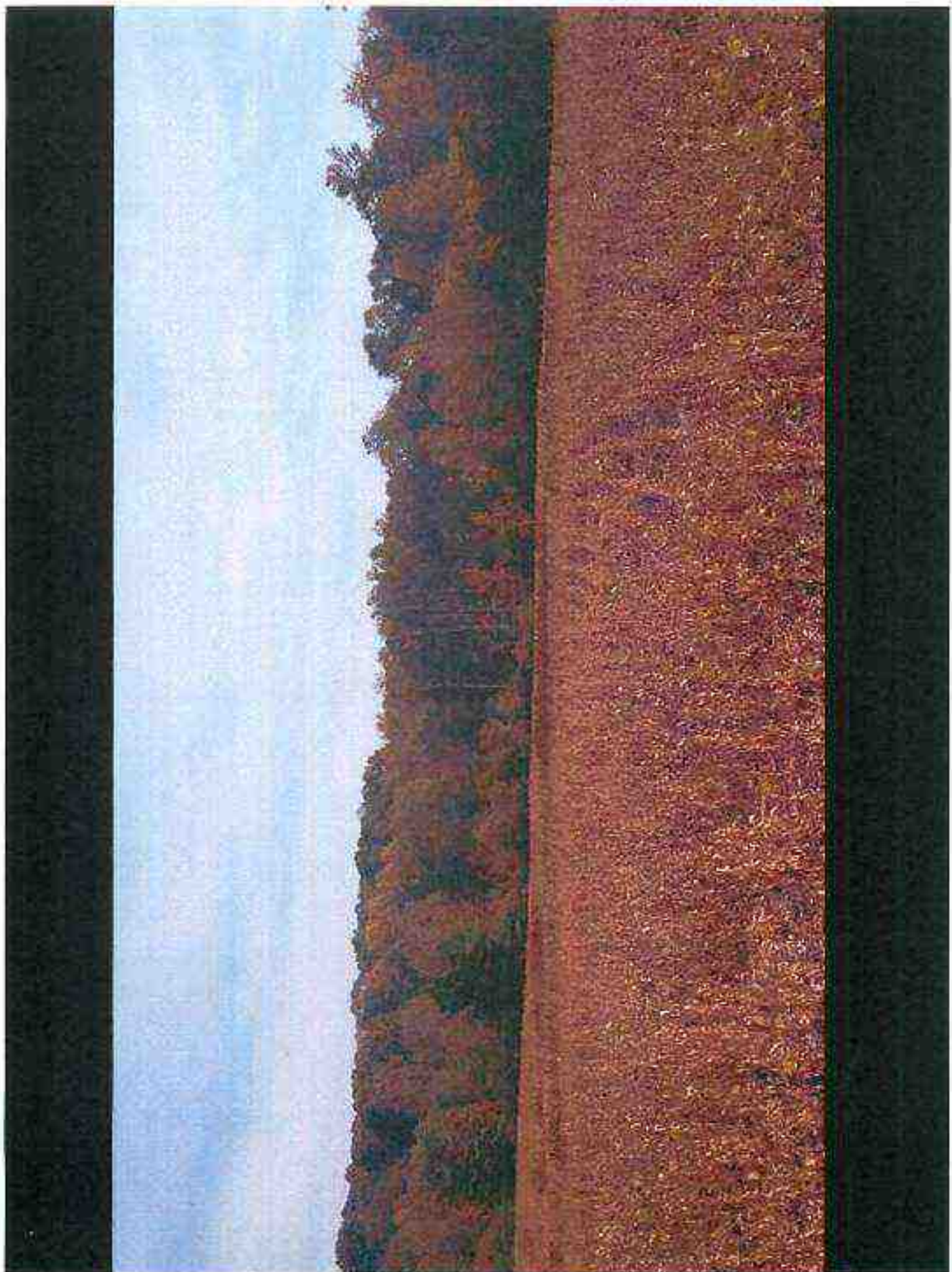
c.1925

To create
a regional destination,
while at the same time,
preserving local heritage.



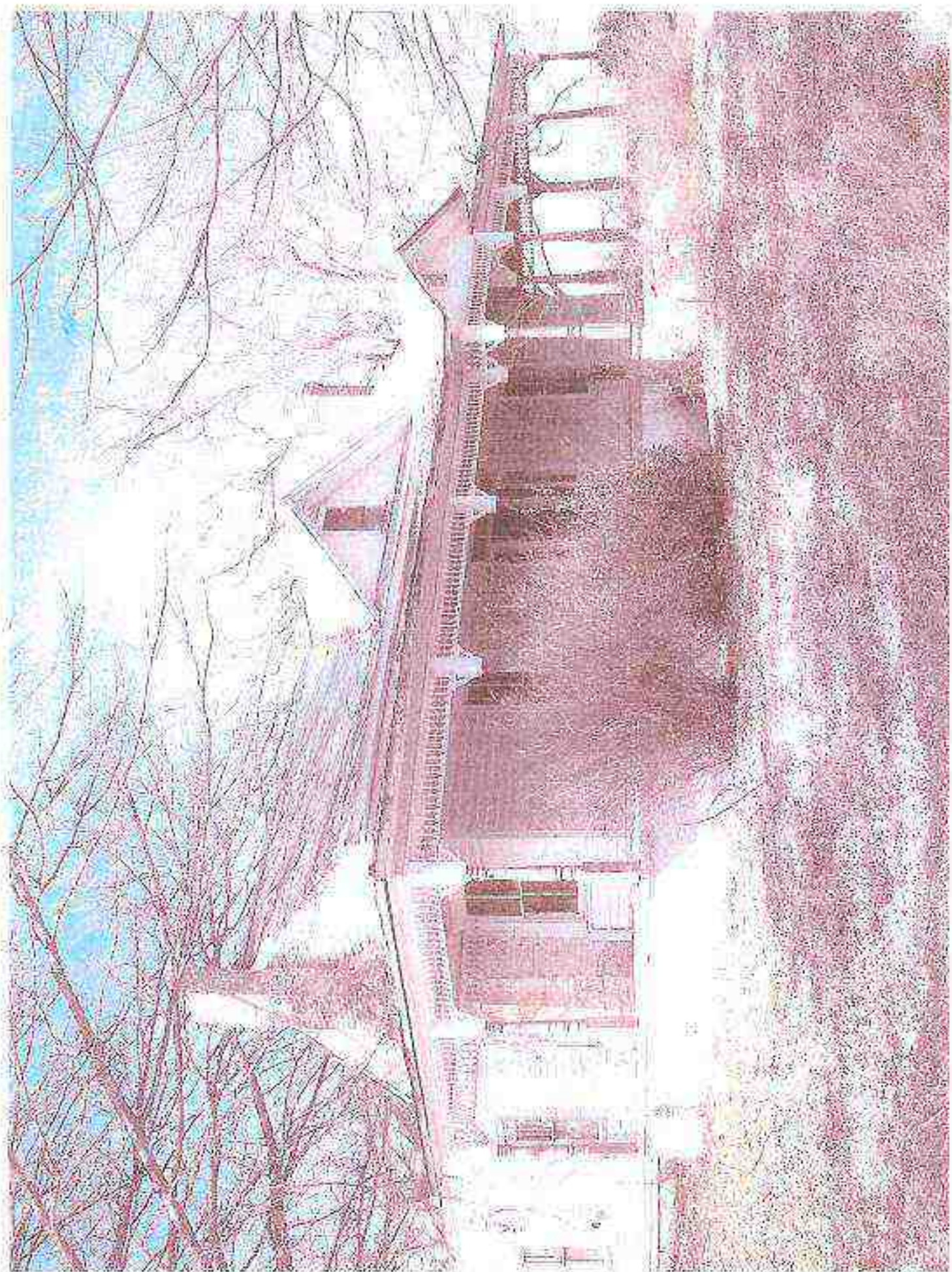
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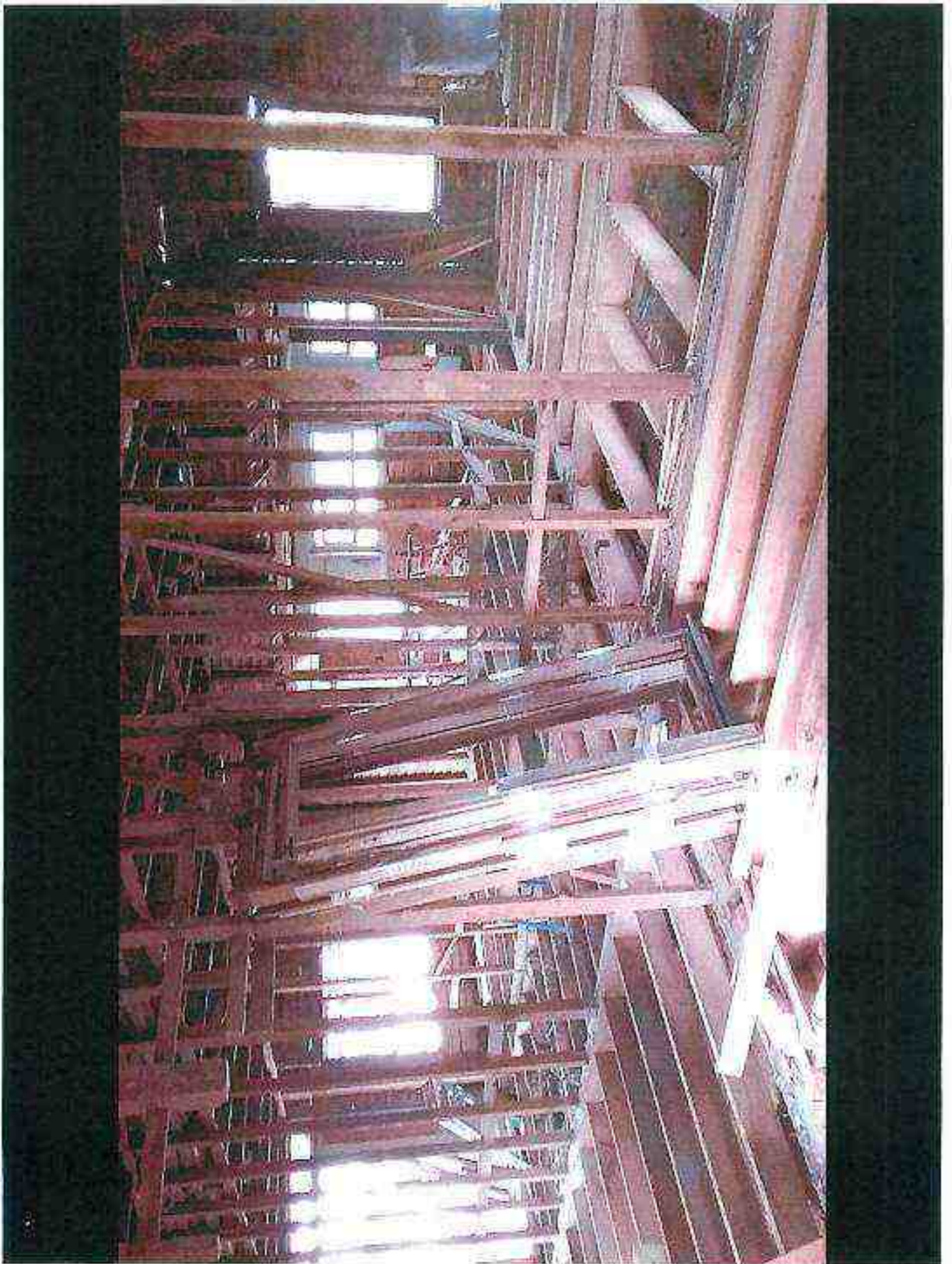


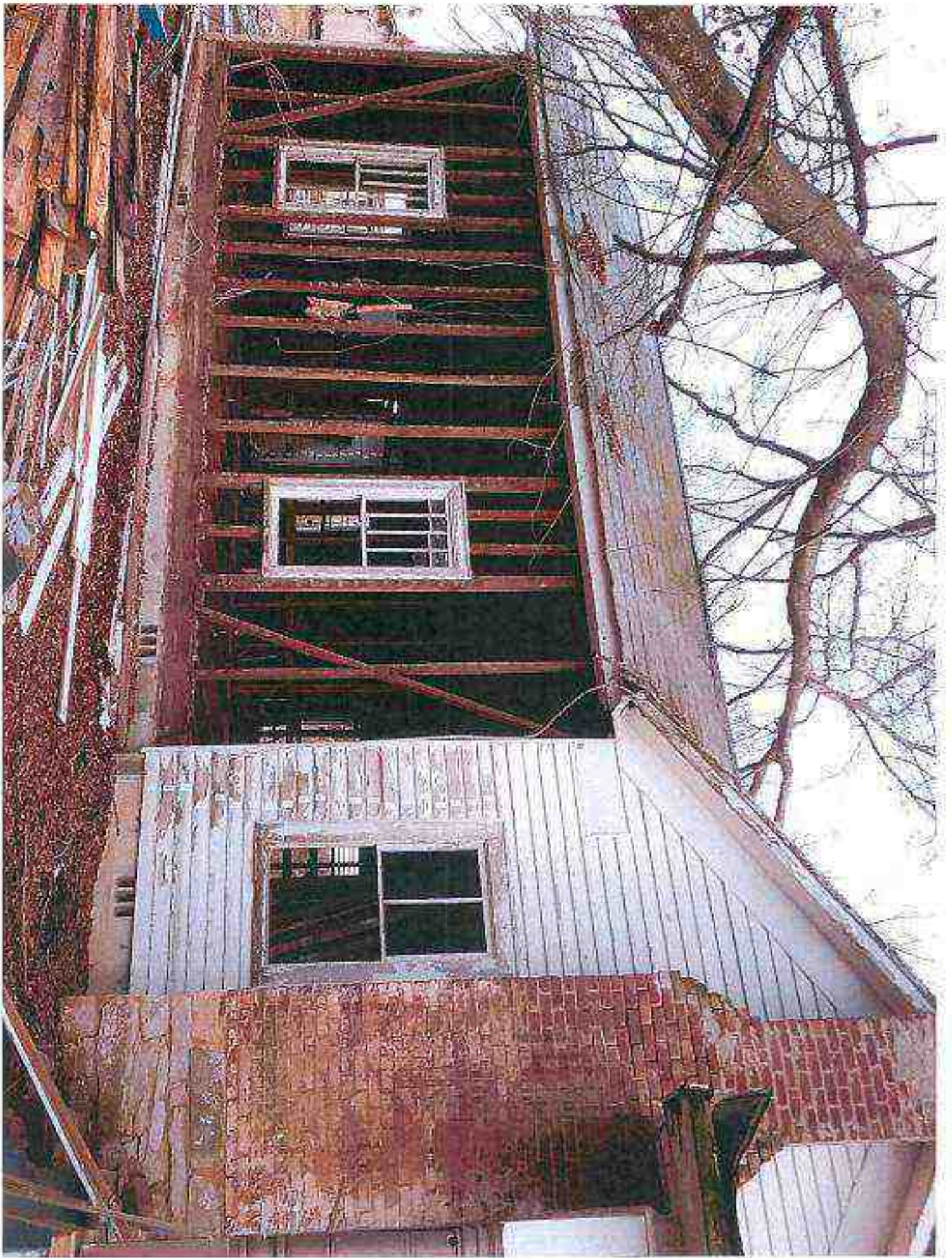


Main Farmhouse

(already in deconstruction phase)









Other buildings on the Foothills Farmstead could include:

Tenant Farmer's House
Large Barn
Outhouse
Smoke House
Root Cellar
Chicken Coop
Springhouse or Well House
Corn Crib
Blacksmith Shop
Sawmill
Cotton House
General Store
School House
Church
Sorghum Mill and Furnace
... and others!

Possible Farmstead activities include:

School Field Trips
Tractor Shows
Sorghum Syrup Day
Bee Keeping Classes
Quilting Bees
Heritage Festivals
Traditional Music
Cotton Ginning
Blacksmithing
Wood Working
Hog Killing
Weaving
Soap Making
Wedding Venue

Examples...

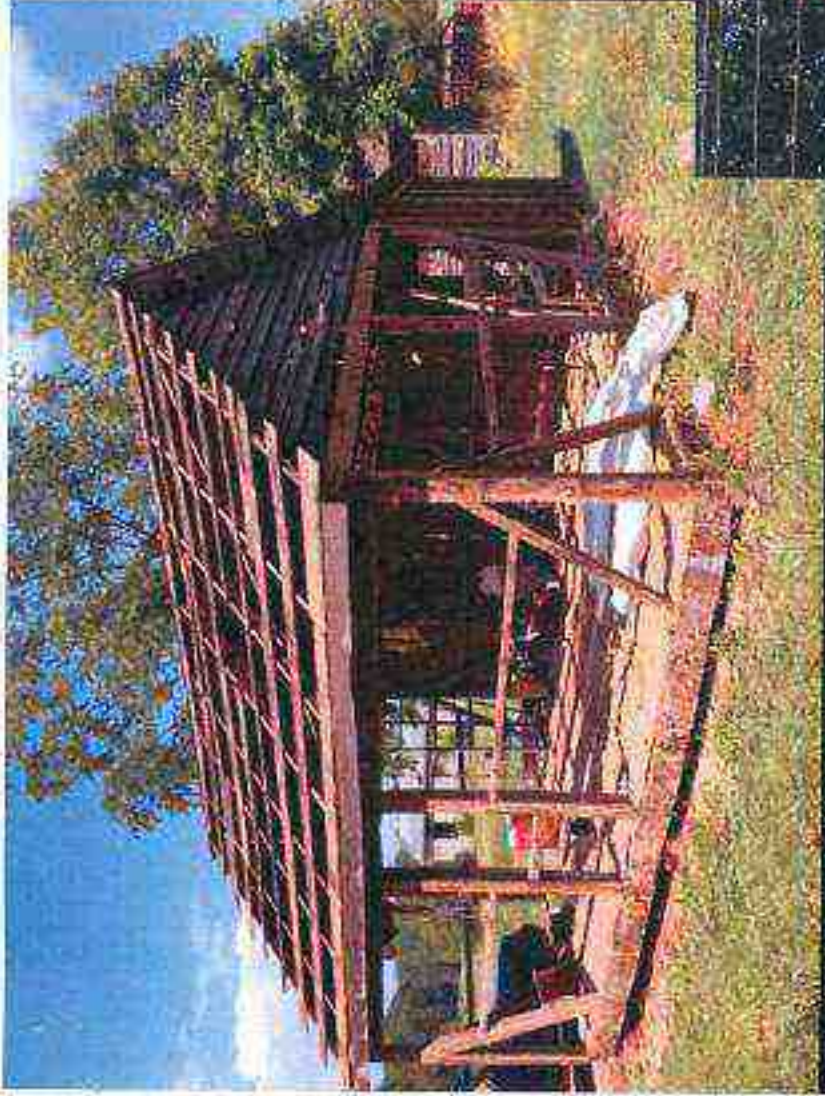
(moved from Oconee County)



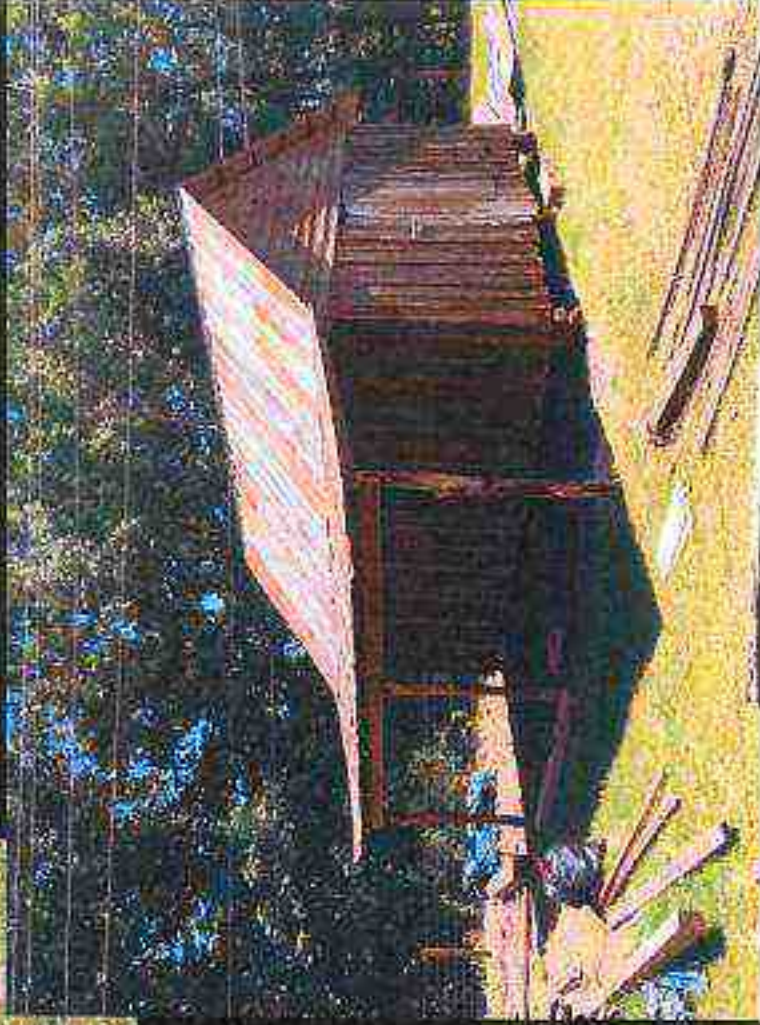
Biemann-Hughs House
Walhalla, SC



Biemann-Hughs House
Washington, DC



Warren G. King "Granary Barn"
Oakway, SC

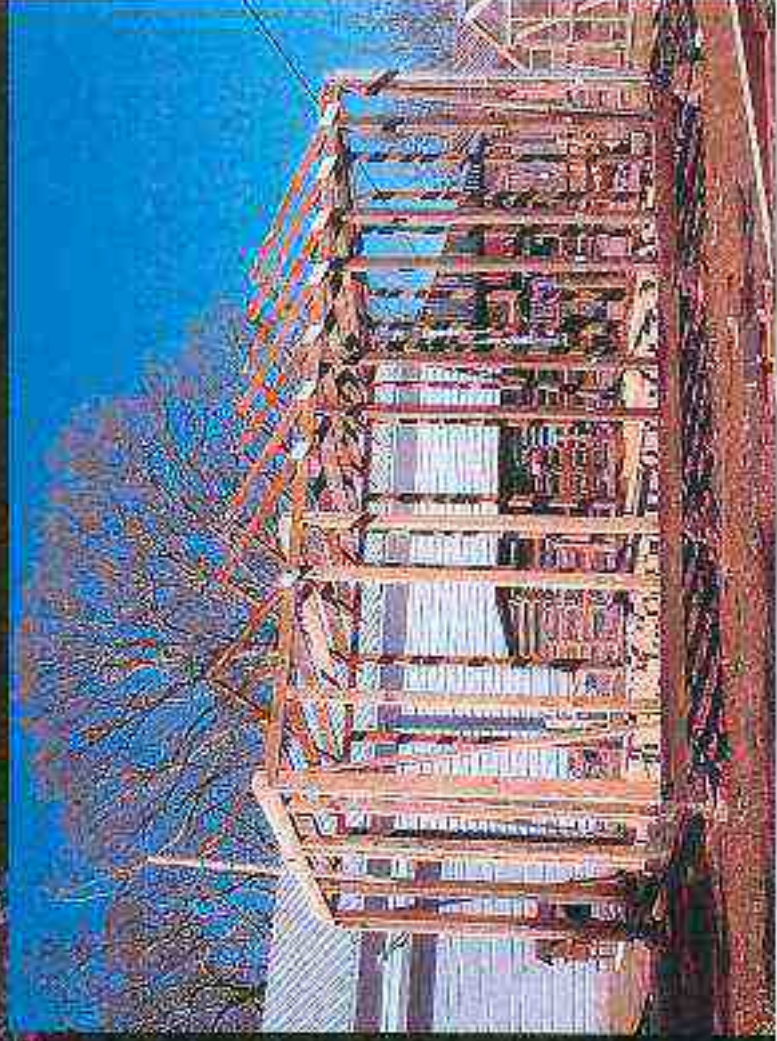


Warren G. King "Granary Barn"
Pendleton, SC

Silas Butts School
Brasstown, SC



Silas Butts School
Pendleton, SC



Examples
Of Other
Farmsteads
In This Region...



Oconaluftee Farmstead,
Great Smoky Mountains National Park, NC



Museum of Appalachia,
Norris, TN



Hagood Mill Historic Site,
Pickens, SC

Other logistics for considering:

- management
- working with Building Codes
- restrooms on site
- parking availability
- partnering with organizations

Questions?

February 14 presentation to the Oconee County Council Real Estate Committee requested information.

Identities of Principals/stakeholders

FARM Center Board

Stanley Gibson, Chairperson

Donna Sheriff, Vice Chairperson

Linda McAvoy, Secretary

Gwen McPhail, Treasurer

Kay Moore

Kim Alexander

Jeff Hulseley

SC Foothills Heritage Fair Board – Plan and operate the Fair each September

Foothills Heritage Market Steering Committee – Plan and operate the farmer’s market each Saturday during the growing season.

Business Plan (see attached)

Bylaws (See attached)

Financial Info from Fair (See attached)

Attendance records from Fair

Attendance and gate proceeds for past fairs

Year	Attendance
2009	4,898
2010	5,256
2011	6,348
2012	7,434
2013	13,151
2014	10,381
2015	273
2016	8,021

Possible Grants:

Private Grants:

The Weinberg Foundation Workforce Grant	
http://hjweinbergfoundation.org/program-areas/workforce-development/	
<i>Eligibility:</i>	501 (c)(3)
<i>Closing Date:</i>	Letter of inquiry, received on a rolling basis
<i>Award Ceiling:</i>	Varies
<i>Award Floor:</i>	Varies
<i>Description:</i>	This grant is committed to helping people help themselves by obtaining and retaining employment, preferably on a career track. The Foundation supports programs that provide the "life-tools" for clients to lift themselves from poverty into solid self-support.

Jobs for the Future, Inc.	
http://www.wkkf.org/grants	
<i>Eligibility:</i>	To be eligible for support, your organization or institution, as well as the purpose of the proposed project, must qualify under regulations of the United States Internal Revenue Services.
<i>Posted Date:</i>	April 1, 2015
<i>Closing Date:</i>	March 31, 2017
<i>Award Ceiling:</i>	\$750,000
<i>Description:</i>	Generate strategies in eight communities in the South to sustain industry-led sector partnerships that achieve better career outcomes for low-wage workers. Alabama Florida Georgia Kentucky Louisiana North Carolina South Carolina Massachusetts

The Actna Foundation Community Grants	
https://www.actna-foundation.org/grants-partnerships/grants-guidelines.html	
<i>Eligibility:</i>	Nonprofit organizations with 501(c)(3) or similar tax-exempt status and educational institutions.
<i>Closing Date:</i>	Rolling
<i>Award Ceiling:</i>	Varies
<i>Award Floor:</i>	Varies
<i>Description:</i>	<p>Our Goal: Our Cultivating Healthy Communities grant program strives to increase access to healthy foods and improve opportunities for physical activity in underserved communities by:</p> <ul style="list-style-type: none"> •Cultivating healthful eating habits. •Encouraging physical activity. •Reaching people where they live, work and play.

TOYOTA USA FOUNDATION	
http://www.toyota.com/usa/community/articles/community_grants_foundation.html	
<i>Eligibility:</i>	501(c)(3) public charity by the Internal Revenue Service, be both located within the United States and have a national scope.
<i>Closing Date:</i>	Rolling basis
<i>Award Ceiling:</i>	Varies
<i>Award Floor:</i>	Varies
<i>Description:</i>	The Foundation is committed to enhancing the quality of education by supporting innovative programs and building partnerships with organizations dedicated to improving the teaching and learning of science, technology, engineering and mathematics.

The Coca-Cola Foundation	
http://www.coca-colacompany.com/giving-back/the-coca-cola-foundation/	
<i>Eligibility:</i>	501(c)(3) charitable organization
<i>Closing Date:</i>	On-going year round

<i>Award Ceiling:</i>	Varies
<i>Description:</i>	<p>The Foundation supports many local community programs such as arts and culture, community and economic development programs. Priority Areas:</p> <ul style="list-style-type: none"> •Women: economic empowerment and entrepreneurship •Water: access to clean water, water conservation and recycling •Well-Being: active healthy living, education and youth development

USDA Grants:

Farmers Market Promotion Program

The purpose of the Farmers Market Promotion Program (FMPP) is to increase domestic consumption of, and access to, locally and regionally produced agricultural products, and to develop new market opportunities for farm and ranch operations serving local markets by developing, improving, expanding, and providing outreach, training, and technical assistance to, or assisting in the development, improvement, and expansion of, domestic farmers markets, roadside stands, community-supported agriculture programs, agritourism activities, and other direct producer-to-consumer market opportunities.

All applicants under FMPP must be domestic entities owned, operated, and located within the 50 United States, the District of Columbia, American Samoa, Guam, the Commonwealth of the Northern Mariana Islands, the Commonwealth of Puerto Rico, or the U.S. Virgin Islands to be considered eligible. Entities that are eligible to apply include:

- Agricultural businesses
- Agricultural cooperatives
- Community Supported Agriculture (CSA) networks
- CSA associations
- Economic development corporations
- Local governments
- Nonprofit corporations
- Producer networks
- Producer associations
- Public benefit corporations
- Regional farmers' market authorities
- Tribal governments

Local Food Promotion Program

The Local Food Promotion Program (LFPP) offers grant funds with a 25% match to support the development and expansion of local and regional food business enterprises to increase domestic

consumption of, and access to, locally and regionally produced agricultural products, and to develop new market opportunities for farm and ranch operations serving local markets. There are two types of project applications accepted under LFPP—planning grants and implementation grants. Applicants can apply for either but will receive only one type of grant in the same grant cycle.

- **LFPP Planning Grants** are used in the planning stages of establishing or expanding a local and regional food business enterprise. Activities can include but are not limited to market research, feasibility studies, and business planning.
- **LFPP Implementation Grants** are used to establish a new local and regional food business enterprise, or to improve or expand an existing local or regional food business enterprise. Activities can include but are not limited to training and technical assistance for the business enterprise and/or for producers working with the business enterprise; outreach and marketing to buyers and consumers; and non-construction infrastructure improvements to business enterprise facilities or information technology systems.

Eligible entities may apply if they support local and regional food business enterprises that process, distribute, aggregate, or store locally or regionally produced food products. Such entities may include:

- Agricultural businesses and cooperatives
- Producer networks and associations
- Community supported agriculture networks and associations
- Other agricultural business entities (for-profit groups)
- Nonprofit and public benefit corporations
- Economic development corporations
- Regional farmers' market authorities
- Local and tribal governments

FEMA Grants:

Emergency Management Performance Grant (EMPG)—provides more than \$350 million to assist state, local, tribal, territorial governments in enhancing and sustaining all-hazards emergency management capabilities.

Benchmarks

Host the SC Foothills Heritage Fair annually. (Managed by the Fair Board)

Host the Foothills Heritage Market during the growing season annually (Managed by the Market Steering Committee)

Host a minimum of 25 event days per year (Marketed by the FARM Center to groups desiring to use the facilities/grounds at the FARM Center.

With proper funding resources:

Construct facilities as outlined in FARM Center business plan completing phase 3 – 6.

Host a minimum of 100 event days per year

Assets (Present)

Fair and Farmers market accounts

Buildings and utility infrastructure at present site.

Assets (Future)

Any facilities funded through grants or other sources,

Revenue from:

Building and equipment rental

Food and beverage sales

Parking

Camping

Parking

Grants

Use fees

Sponsorships

Advertising and Naming rights

Event proceeds

Requests from the FARM Center to the County:

Needs prior to the Fair on September 26 – 30.

Fund engineering work required for completion of entrances including any work required on Sandifer Blvd. and complete construction of entrances.

Fund site plan proposal from The Populous Group to assure proper layout of the grounds and facilities. (See attached)

Move structures from current site to new site.

Move grain bin from GCCP to new site.

Provide grading and quarry products for entrances, facilities and parking.

Ongoing needs from the county.

Cooperate on grant funding for the benefit of the FARM Center.

Provide equipment needed for maintenance of FARM Center grounds. (Used equipment from Governmental agency when available)

Provide grading and quarry products for entrances, facilities and parking.

Investigate the possibility of designating 1 to 3 mils for use by the FARM Center until all facilities have been constructed. This funding will allow the FARM Center to be fully operational within 5 to 10 years.

Once the FARM Center is operational, examine the feasibility of implementing a HAT tax to fund base expenses of the Center.

The Foothills Agricultural Resources and Marketing Center (FARM Center)

Business Plan

Vision: To make Oconee county the premiere upstate location for wealth building opportunities in agriculture.

Mission: The mission of the FARM Center is to preserve and promote the economic and educational potential for agricultural enterprises in Oconee County and the surrounding area by increasing collaboration, investment, and innovation both in the private and public sectors.

Major Goals:

1. To define, implement and sustain an Oconee County agricultural-based educational and business support facility that will provide a permanent home for the South Carolina Foothills Heritage Fair and the Foothills Heritage Market as well as educational, economic and/or entertainment events for all of Oconee County.
2. To expand the flexibility of, and access to, wealth building opportunities important to agribusiness and improve the connections between agricultural producers and the community.
 - To increase the competitiveness and profitability of the local food and agriculture industry by building a market based model of agribusiness focusing on value-added production.
 - To actively promote “locally grown” and “fresh, healthy food” initiatives both at home and in restaurants
 - To educate the public on the benefits of healthy eating.
 - To encourage innovative, sustainable farming practices.
3. To diversify and broaden the agricultural economic base and attract new people to farming.
 - To provide support to young people through an “incubator” set-up for business development
 - To provide educational support for established farmers to learn new techniques and successfully complete certification requirements (i.e. organic, GAP, etc)
4. To fully integrate our tourism initiatives and other educational resources with the agribusiness community.
 - To offer educational, and entertainment opportunities to all citizens of Oconee County and the surrounding area utilizing facilities at the FARM Center.
5. To educate county residents on the importance of retaining the viable agricultural land resources (prime/statewide important farmland) for agricultural purposes and ensure that public policy is protecting, promoting and sustaining agriculture.

Basic Components/Elements:

1. **Governance** – The Center will function under the umbrella of the Foothills Agricultural Resources and Marketing Center Board with oversight of the market by a Market Steering Committee and The SC Foothills Heritage Fair by the Fair board. Finances will be handled through a separate account also established under the umbrella of the FARM Center. Other facilities associated with the agricultural sector will also support the “Foothills Heritage” focus.
2. **Daily Management/Administrative function** (currently managed by volunteers, Paid staff would be added as needed)
3. **Sales/Marketing/Public Relations capability** – Marketing committee has developed a marketing strategy that includes internet, radio, newspaper, Blue Ridge Living magazine, SC Market Bulletin, promotional items/giveaways. Future plans will be to contract with a Marketing Firm when appropriate.
4. **Fund Raising and Financial Management responsibility** – volunteer currently serving as treasurer, multiple signatures required for transactions. All transactions are reviewed by a CPA who completes all tax filings. A capital fundraising campaign will begin soon after completion of a lease agreement.
5. **Permanent Foothills Market Location. (Phase 1)**
6. **Parking and infrastructure for the SC Foothills Heritage Fair (Phase 2)**

Permanent Fairgrounds Site

The FARM Center would be the permanent home to the SC Foothills Heritage Fair. The Fair has seen constant growth from 4,900 attending the first fair, to over 11,500 attending later events. The fair has returned over \$70,000 back to the community over the past 8 years. The fairgrounds would be available for rent for events such as car shows, festivals, or other groups needing an outdoor venue.

7. **Provision for educational programs and events, including, but not limited to, event facilities to include: Market building, Cold storage, Covered arena, Livestock barn and showing, Amphitheater, and Camping facilities (Phase 3-5)**

150' X 250' Foothills Market Building

The covered area of the building would house the Foothills Heritage Farmers market. It can accommodate up to 90 vendors. It would be available for groups to rent when not in use by the market.

The enclosed area of the Market building would be 100' X 150'. It would house a commercial kitchen allowing groups to cater meals for various events at the FARM Center. Possible uses include corporate meetings, receptions, trade shows, conferences and other events.

50' X 75' Cold Storage Facility

The proposed cold storage facility would provide Oconee county producers a location to store products between markets. It would also give a one stop location for area

restaurants to purchase locally grown fruits and vegetables. Future plans include operating a refrigerated truck to deliver local products directly to the restaurants in the county and surrounding area.

200' X 300' Covered Arena

The arena would be able to host events such as rodeos, horse shows, concerts, home and garden shows, motocross events, trade shows, festivals, graduations and countless other events. It would have permanent seating for 3000 guests with a total capacity for up to 6000 for events such as concerts. The arena would also be a great rainy day site for events occurring throughout the county.

100' X 200' Livestock Barn & Show ring

The livestock barn would have an enclosed area on one end housing a show ring to be used for area youth to show animals. It would also be available for groups to use for shows, auctions, educational clinics and other events regarding livestock.

Amphitheater

Use existing site location to include a 1000 seat amphitheater. The site has a location with needed terraces and slope to include an amphitheater at minimal cost. It would be an ideal location for small concerts or speaking events.

Campground

Construct two campgrounds with a minimum of 15 full hook-up sites per campground. Minimum of one bathhouse located in one of the campgrounds.

8. Develop and implement an Incubator Farm for individuals interested in pursuing careers in Agricultural Production. (Phase 6)

Incubator farms are a new model developing across America to address barriers to beginning farmers, including access to land, capital, and credit, and opportunities to learn and develop skills in farm business planning. This allows new farmers a chance to work with a mentor as they learn about all the aspects of agriculture production. The number of incubator farms is increasing nationally.

Implementation Strategy:

1. Strategic alignment with Oconee Economic Development Commission
2. Governing body – Foothills Agricultural Resources and Marketing Center Board 501c3.
3. Initial stage will be the relocation of the Foothills Heritage Market, and the SC Foothills Heritage Fair to the new site. (Phases 1 & 2) To be followed by Phases 3 – 6 as funding becomes available.
4. Expansion/growth will be phased in after meeting specific success criteria
 - a. Provide support/promotion of local community markets and other community events
 - b. Continued support from the agribusiness community.
5. Other - Extended educational program

- a. Include instructional activities for both adults and children, focusing on hands-on learning and innovative technologies in sustainable practices
- b. Develop programs with Tri-County Tech, and SDOC to include at the facility

SWOT:

Strengths (Internal):

1. Committed group of founding leaders.
2. Can build on long agricultural history.
3. Local food and support for farmers' markets is a national trend
4. Consensus on service/product definition.
5. Considerable experience with research process.
6. Experience with existing "providers", some level of personal contact.
7. Promising potential outlined by FARM Center feasibility study.

Weaknesses (Internal):

1. Human, technical and financial resources limited
2. Government/private partnership, moves slowly with communication difficulties.

Opportunities (External):

1. Property for the intent of locating The Farm Center has been purchased by Oconee County.
2. Minimum user audience; "market" potential more than 1.4 million customers.
3. Ability to leverage SC DOA/DOC and Clemson University resources
4. Easy internet access to potential users.
5. Significant and growing number of potential business partners to provide critical resources.
6. Potential customer base seeking facilities provided by the FARM Center

Threats (External):

1. Potential competition from existing or proposed related-service providers.
2. Commitment from sufficient potential growers for farmer's market.
3. Community participation/interest has been tempered by continual delays in the implementation of FARM Center plans.
4. Lack of a fixed fund source to offset base operation expenses.

Next Steps:

Committee sign off on plan as outlined.

1. Develop detailed implementation plan. (Populous Group proposal)

2. **Formal proposal to Council**
3. **Council adoption of necessary ordinance.**
4. **Execute Phase 1 and 2 of Implementation Plan**
5. **Operate the 2017 Foothills Heritage Market and the SC Foothills Heritage Fair at the new site.**

**BY-LAWS
OF
THE FOOTHILLS AGRICULTURAL RESOURCES AND MARKETING CENTER**

**ARTICLE I.
Name and Location**

Section 1. The name of the organization shall be The Foothills Agricultural Resources and Marketing Center (hereinafter referred to as the "Corporation"). It has been incorporated as a nonprofit corporation under the laws of South Carolina.

Section 2. The principal offices of the Corporation shall be located in South Carolina, at the place designated from time to time by the Board of Directors.

**ARTICLE II.
Purpose**

Section 1. The purposes for which the Corporation is organized are exclusively charitable, recreational and educational within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States Internal Revenue law. The purposes of the Corporation are to educate and engage our region's residents and visitors in the history, beauty and values of a rural lifestyle and to promote the agriculture, the heritage, and the economic development of Oconee County, South Carolina through events featuring these values. The Corporation shall be organized and operated exclusively for the charitable, recreational and educational purposes described above. No part of any net earnings shall inure to the benefit of any private shareholder or individual, and no substantial part of the activities of this Corporation shall be for carrying on propaganda, or otherwise attempting to influence legislation and this corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of (or in opposition to) any candidate for public office. This Corporation shall irrevocably dedicate its assets to charitable, recreational and educational activities.

Section 2. The Corporation shall receive and disburse such private and public funds as may be made available for the discharge of its purposes.

Section 3. In general, and subject to all those limitations and conditions as are or may be prescribed by law, the Corporation will exercise such other powers which may be necessary or incidental to the attainment of the purposes of the Corporation and may be exercised by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 and its Regulations or the corresponding provision of any future United States Internal Revenue law, and by an organization, contributions to which are deductible under Section 170(c)(2) of such Code and Regulations.

Section 4. Notwithstanding any other provisions of this Article, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt under Section 501(c)(3) of the Internal Revenue Code of 1986 and its Regulations or the corresponding provision of any future United States Internal Revenue law, and by an organization, contributions to which are deductible under Section 170(c)(2) of such Code and Regulations.

Section 5. Upon dissolution of the Corporation, the assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code, or shall be distributed to the Federal Government, or to a state or local government, for a public purpose, to be used and dedicated as nearly as practicable in accordance with the purposes for which the Corporation was organized. All assets not so disposed of shall be disposed of by the

Court of Common Pleas of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for the purposes described above.

ARTICLE III. Board of Directors

Section 1. Duties. The business and affairs of the Corporation shall be directed and managed by the Board of Directors.

Section 2. Annual Meeting. An annual meeting of the Board of Directors shall be held in the month of January on such day and at such place as the Board shall decide. At least five (5) days notice of the annual meeting shall be given by the Secretary to each Board member at his/her last given address; and shall include a ballot naming the directors whose terms shall have expired but who are eligible for reelection and the names of other proposed Board members who a majority of the Board want to be considered for election.

Section 3. Members and Terms. The Board of Directors shall consist of five (5) persons or more as the Board shall from time to time determine. The Chairperson of the Board may appoint any number of non-voting ex-officio members of the Board. Each Board member shall serve a three year term. Any Board member may serve as many consecutive three year terms as the Board may determine is appropriate. Any Board member may be removed from the Board by a two-thirds vote of the entire Board.

Section 4. Quorum. A majority of the voting members of the Board of Directors shall constitute a quorum for the transaction of business at any meeting.

Section 5. Vacancies. Vacancies on the Board shall be filled by vote of the remaining members of the Board of Directors.

Section 6. Absences. The unexcused absence of any Board member from three (3) consecutive meetings may be deemed a resignation, and such vacancy may be filled as provided in Section 5 of Article III.

Section 7. Conflicts of Interest. Conflict of interest or appearance of such by Board members, employees and consultants, or those providing goods/services to the Corporation shall be avoided if at all possible. If a Board member has a situation that is a contradiction between his/her obligation to the Corporation and/or self-interest, the Board member shall refrain from voting or otherwise attempting to influence the Board's decision on any such matter.

Section 8. Meetings of the Board. The Board shall meet on the call of the Chairperson or Vice-Chairperson of the Board of Directors or on the call of any two (2) Board members. At least five (5) days notice in writing must be given to each Board member showing the time and place of the meeting unless notice is waived. Attendance at a meeting constitutes waiver of notice of that meeting. For purposes of determining who is present, any or all Board members may participate in any regular or called meeting by any means of communication by which all members participating may hear each other simultaneously during the meeting. Any Director participating by such means is deemed present at the meeting.

Section 9. Action Without a Meeting. Any action required to be taken by the Board or which may be taken at a meeting of the Directors may be taken without a meeting if they consent in writing setting forth the action so taken and signed by three-fourths (3/4ths) of the Board members. The consent so signed shall be attached to the minutes of the next meeting of the Board.

Section 10. Creation or Termination of Standing Committees. The Board of Directors may create standing committees from time to time. A Standing Committee may be terminated, or consolidated with another committee by the Board of Directors after the Board has given written notice to each member of the Standing Committee.

ARTICLE IV. Officers of the Board of Directors

Section 1. Officers. The officers of the Corporation shall be a Chairperson of the Board, a Vice-Chairperson, a Secretary and a Treasurer. Any two (2) or more offices may be held by the same person except the offices of Chairperson and Secretary.

Section 2. Elections and Terms of Office. The officers of the Corporation shall be elected annually by the Board for one-year terms at the Annual Meeting. New offices may be created and filled at any meeting of the Board. Each officer shall hold office until a successor shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Board may be removed by the Board whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by vote of the Board for the unexpired portion of the term.

Section 5. Chairperson. The Chairperson shall preside at all meetings of the Board of Directors, establish other committees as needed, and generally perform such other duties as the Board of Directors may prescribe from time to time. The Chairperson shall be an ex-officio member of all committees with privilege of voting at all meetings.

Section 6. Vice-Chairperson. In the absence of the Chairperson or in the event of the Chairperson's inability or refusal to act, the Vice-Chairperson shall perform the duties of the Chairperson, and when so acting shall have all the powers of and be subject to all the restrictions upon the Chairperson.

Section 7. Treasurer. If required by the Board, the Treasurer shall give a bond for the faithful discharge of the Treasurer's duties in such sum and with such surety or sureties as the Board shall determine. The Treasurer shall oversee the handling of all funds and securities of the Corporation; shall oversee monies due and payable to the Corporation from any source whatsoever, and shall oversee the deposit of all such monies in the name of the Corporation in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these by-laws; and in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the Board of Directors.

Section 8. Secretary. The Secretary shall keep the minutes of the meetings of the Board of Directors in one (1) or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these by-laws or as required by law; be custodian of the Corporation records; keep a register of the post office address of each Board member as furnished to the Secretary by such member; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the Chairperson or by the Board of Directors.

ARTICLE V Executive Director

Section 1. The Board of Directors may select and appoint an Executive Director who may be given the necessary authority and responsibility to operate the Corporation in all its activities, subject only to such policies

as may be issued by the Board of Directors or by any of its committees to which it has delegated power for such actions. If appointed, the Executive Director shall act as the duly authorized representative of the Board of Directors in all matters in which the Board of Directors has not formally designated some other person to so act.

Section 2. If appointed, the authority and responsibility of the Executive Director shall include:

A. Carrying out all policies established by the Board of Directors and advising on the formation of these policies.

B. Developing and submitting to the Board of Directors, for the Board's approval, a plan of organization for the conduct of the Corporation's operations and recommended changes when necessary.

C. Preparing an annual budget showing the expected revenue and expenditures as required by the Board of Directors.

D. Selecting, employing, controlling and discharging employees. The Executive Director shall recommend and implement personnel policies and procedures which shall be subject to approval by the Board of Directors.

E. Supervising business affairs to ensure that funds are collected and expended to the best possible advantage of the Corporation.

F. Presenting to the Board of Directors periodic reports reflecting the service and financial activities of the Corporation.

H. Attending meetings of the Board of Directors.

I. Preparing a plan for the achievements of the Corporation's objectives and periodically reviewing and evaluating that plan.


J. Performing other duties that may be necessary or in the best interest of the Corporation.

ARTICLE VI Amendment of By-Laws

Section 1. Except as is hereinafter provided, these by-laws may be amended at any special meeting of the Board held for that purpose by a three-fourths (3/4ths) vote of the entire Board provided that written notice of the proposed amendment shall have been given to each member five (5) days prior to the meeting at which the amendment is to be voted upon.

Section 2. Sections 3, 4, and 5 of Article II of these by-laws shall not be altered, amended or repealed so as to adversely impact the tax-exempt status of the Corporation. If the Board should determine that such provisions: or any of them are so restrictive upon the operation of the Corporation that its purposes cannot be optimally achieved on account of them, the Board may petition the Court of Common Pleas for Anderson County, South Carolina in a proceeding to which the Internal Revenue Service is given notice and to which the Attorney General of South Carolina is a party for permission to amend the same and such amendment, and as the Court in such action shall approve, shall become a part of these by-laws.

These by-laws stand approved by the Board of Directors in compliance with the mandates provided herein and signed and dated by an officer of the Corporation. .


Chairperson

2-2-2010
Date of
Adoption

POPULOUS

November 22, 2016

Gwendolyn McPhail
SCFHF

P.O. Box 380

Fair Play, South Carolina 29643

Via Email: wsqyu4you@gmail.com

Foothills Agricultural Resources Marketing Center (FARM Center)
Seneca, Oconee County, South Carolina

Dear Ms. McPhail:

Thank you for your call, the Johnson Consulting feasibility study and request for this proposal to provide professional services for the FARM Center project. It is an exciting concept and one of which we would like to be involved.

I spoke with Stanley Gibson last week and have revised our proposal accordingly. It is now in a one and a half day workshop format proposed to be held on a Friday afternoon and Saturday to maximize Planning Committee participation. The notion is to get the primary decision makers (preferable no more than 4-5) in an all-day work session so they are part of the planning/design process and can answer questions why certain decisions were made. Basically we talk, develop options and draw. At the end of the session on Saturday, we can have an "open house" to explain what we have done and why. The drawing will be fairly "rough" and I will have my architects in KC develop the refined concept master plan which we will return with a brief report. See details below.

Qualifications

Populous is a global firm that specializes in designing facilities where people want to be. This includes the planning and design of over 300 fairgrounds and facilities, event centers, equestrian complexes and related agrarian oriented facilities worldwide. Please see the attached information that demonstrates our expertise.

We are active members of all major industry associations including the International Association of Fairs and Expositions (IAFE), Canadian Association of Fairs and Exhibitions (CAFÉ), North American Livestock Show and Rodeo Managers Association (NALS/RMA), League of Agricultural and Equestrian Centers (LAEC) and the Royal Agricultural Society of the Commonwealth (RASC).

Other firm specialty areas include the design of professional and collegiate sport assembly facilities, convention centers, Olympics and support implementation for such events at the Super Bowls. Fourteen offices are located worldwide. Staff members in our Knoxville and Kansas City offices will be responsible for this project.

Proposal

The purpose of this proposal is to provide a conceptual master plan for the proposed FARM Center complex at Sandifer Boulevard, Seneca.

The components that have been identified are:

- Fairgrounds: Estimated to be 10 acres

- Open-sided Covered Arena: Estimated fixed seating for 3,000 (Johnson's study indicates it is enclosed but our understanding that it is to be open-sided)
- Foothills Market: Estimated to be 37,500sf
- Livestock Barn: Estimated to be 20,000sf
- Cold Storage Building: Estimated to be approximately 6,000sf
- Incubator Farm subject to space availability
- Campground
- Roads and parking

The following is a list of the scope of work tasks of our workshop. It can be adjusted as necessary.

Day One (Friday):

- Afternoon with perhaps an early working dinner session with the Planning Committee.
- Tour site and prepare site analysis diagrams
- Discuss project goals and objectives
- Discuss recommendations of the Johnson Consulting study

Day Two (Saturday):

- All day work session with Planning Committee
- Review similar projects
- Further define the facilities program / buildings functions and gross square footage
- Develop conceptual block building diagrams
- Develop diagrammatic master plan
- Late afternoon presentation

Deliverables

- Two rendered master plans; one with the specifics of the building(s) such as name, gross square feet, building components and a second on with uses that could occur in each building(s) and their components.
- Brief report that explains the process, site characteristic, master plan and building(s) and components. This will be submitted in a power point format that can be used for public presentations and printing.

Fee

The fee for the above services is \$6,500.00 (Six Thousand Five Hundred Fifty Dollars) plus travel expenses for the one trip). A copy of our General Conditions to Letter Agreement (Attachment A) is enclosed and is considered part of this contract. Invoicing will be made when the deliverables are submitted.

Schedule

We will schedule the workshop upon mutually agreeable dates.

Staff

The key Populous staff member who will be involved are:

- David Forkner ASLA, Senior Planner/Principal, Project Manager

Please refer to attached resume.

We certainly hope that you find this proposal acceptable. If so, please sign and return and we'll schedule our first meeting. Please call if you should have any questions.

Sincerely,



David L. Forkner, ASLA
Principal/Senior Planner



Charles D. Smith, AIA, NCARB
Senior Principal/Senior Architect

ACCEPTED BY:

Approved

Title

Date

ATTACHMENT A

Foothills Agricultural Resources Marketing Center (FARM Center)
Seneca, Oconee County, South Carolina

GENERAL CONDITIONS TO LETTER AGREEMENT

1. **PAYMENTS** are payable to the Consultant within thirty (30) days from the date of invoice. Invoices are sent out every month and the client will have ten (10) days from receipt of the invoice in which to review the invoice for accuracy. After ten (10) working days from receipt of the invoice, said invoice will be deemed accurate. An interest charge of 2% over the prevailing Bank of America prime interest rate or an interest rate in accordance with the statutes of the state where the project is located, whichever is greater, shall accrue on any unpaid balance not received thirty (30) days following receipt of an invoice.
2. **REIMBURSABLE EXPENSES.** Unless noted otherwise, reimbursable expenses are included in the first three (3) trips which includes the following, transportation, lodging, and meals in connection with travel; long distance telephone calls, courier services and facsimile communications, telex, postage and delivery charges; reproduction costs; and photographic production techniques expenses.
3. **NO DEDUCTION** shall be made from the Consultant's compensation on account of claims of negligent errors or omissions in performance of professional services by the Consultant, except pursuant to a judicial award or an award rendered in a proceeding in accordance with the Construction Industry Rules of the American Arbitration Association then obtaining.
4. **LEGAL COSTS.** The Owner shall reimburse the Consultant for all costs incurred in collection of unpaid accounts, including, without limitation, all reasonable attorney and legal expenses.
5. **OWNER'S RESPONSIBILITIES.** The Owner shall furnish such legal, accounting, and insurance counseling services as may be required for the Project and shall provide the Consultant with all existing information relating to the Project which the Consultant may request, including but not limited to, surveys, soils investigations, and program data. If the Owner becomes aware of any fault or defect in the Project or the Consultant's services, he shall promptly notify the Consultant. The Owner shall furnish required information or services as expeditiously as necessary for the orderly performance of the work.
6. **SEPARATE CONSULTANTS.** If a firm or firms are separately engaged by the Owner to work under the general direction of the Consultant, the Consultant shall have no responsibility or liability for the performance or technical sufficiency of the services of such separately engaged firms.
7. **COST ESTIMATES.** As the Consultant has no control over construction costs or contractor's prices, any construction cost estimates are made on the basis of the Consultant's experience and judgment as a design professional; but it cannot and does not warrant or guarantee that contractor's proposals, bids or costs will not vary from its estimates.
8. **PHOTOGRAPHY.** Consultant shall have the right to retain a photographer for the photography of the entire Project except those portions of the Project, which, in the reasonable judgment of the Owner, would seriously compromise Owner's business interests. The costs incurred for photography commissioned by Consultant shall be paid by Consultant except in the event Owner

requests copies for its own use. Owner shall then share in a mutually agreed upon portion of the photography and processing costs. With the execution of the Agreement, Owner grants Consultant the unlimited right to publish photographs of the Project as described above.

9. **OWNERSHIP AND USE OF DOCUMENTS.** Drawings, Schedules and Specifications as instruments of services are and shall remain the sole and exclusive property of the Consultant whether the Project for which they are prepared is executed or not. The Owner shall be permitted to retain copies, including reproducible copies, of Drawings, Schedules and Specifications for information and reference in connection with the Owner's use and occupancy of the Project; provided, however, that the Consultant shall retain any and all copyright privileges in and to such Drawings, Schedules and Specifications. The Drawings, Schedules and Specifications shall not be used by the Owner on other projects, for additions to this Project, or (provided the Consultant is not in default under this Agreement) for completion of this Project by others, or published in any manner whatsoever, except by prior agreement of the Consultant in writing and with appropriate compensation to the Consultant.
10. **INSURANCE.** The Consultant will effect and maintain insurance for protection from claims under Workmen's Compensation Acts; claims for damages because of bodily injury, including personal injury, sickness or disease, or death of employees or of any other person; and from claims for damages because of injury to or destruction of tangible property, including loss of use resulting therefrom. Prior to commencing work under this Agreement, the Consultant will furnish the Owner with Certificates of Insurance stating the coverages and limits of liability of the insurance that will be maintained for protection from claims arising out of the performance of professional services and caused by any negligent act, errors, or omissions for which the Consultant may be legally liable. The Consultant shall maintain the following amounts of insurance during the term of this Agreement: Workmen's Compensation, Statutory; Employer's Liability, \$100,000; Commercial General Liability (CSL) \$1,000,000; Automobile Liability (CSL) \$1,000,000; Professional Liability, \$1,000,000; Umbrella Liability, \$2,000,000.
11. **SUSPENSION OF WORK.** If any invoice is outstanding for more than thirty (30) days from the date due, the Consultant shall have the right, in addition to any and all other rights provided, to refuse to render further services to the Owner and such act or acts shall not be deemed a breach of this Agreement. Continued performance and/or completion of work by the Consultant under this Agreement is contingent upon payment of fees by the Owner.
12. **TERMINATION OF AGREEMENT.** This Agreement may be terminated by the Consultant upon seven days written notice should the Owner fail substantially to perform in accordance with its terms through no fault of the Consultant. This Agreement may be terminated by the Owner upon seven days written notice to the Consultant should the Consultant fail substantially to perform in accordance with its terms through no fault of the Owner. In the event of termination, the Consultant shall be compensated for all services performed to termination date, together with Reimbursable Expenses.
13. **DISPUTE RESOLUTION/ARBITRATION.** Any controversy, claim or dispute arising out of or relating to the interpretation, construction, or performance of this Agreement, or breach thereof, shall be referred to voluntary, nonbinding mediation to be conducted by a mutually acceptable mediator prior to resorting to litigation or arbitration.

Provided they do not exceed a cumulative total of \$75,000 during the term of this Agreement, all claims, disputes and other matters in question between the parties to this Agreement, arising out of or relating to this Agreement or the breach thereof, which are not resolved as the result of the non-binding mediation process, shall be decided by arbitration in accordance with the

POPULOUS

Gwendolyn McPhail
Foothills Agricultural Resources Marketing Center (FARM Center)

November 22, 2016
Page 3 of 3

Construction Industry Arbitration Rules of the American Arbitration Association then obtaining unless the parties mutually agree otherwise.

Demand for arbitration shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration, arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, any additional person not a party to this Agreement except by written consent containing a specific reference to this Agreement and signed by the Consultant, the Engineer and any other person sought to be joined. Any consent to arbitration involving an additional person or persons shall not constitute consent to arbitration of any disputes not described therein. This agreement to arbitrate and any agreement to arbitrate with an additional person or persons duly consented to by the parties to this Agreement shall be specifically enforceable under the prevailing arbitration law.

The award rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance within applicable law in any court having jurisdiction.

14. **STANDARD OF CARE.** Notwithstanding anything to the contrary within this Agreement, the standard of care for all professional services performed or furnished by the Consultant will be the care and skill ordinarily exercised under similar conditions by professional consultants practicing in the same field at the same time in the same or similar locality. No other warranty, express or implied, is made or intended related to the services provided.
15. **MISCELLANEOUS.** Neither party may assign its interest in this Agreement to any other person without the express written consent of the other party. This Agreement constitutes the complete and sole agreement between the parties with respect to the Project, and may be amended only by a written document signed by both parties, and shall be governed by the laws of the State where the Consultant is performing the work for this contract.

Initials _____

November 22, 2016



David Forkner, ASLA
Principal
Senior Planner

Education

Master of Landscape Architecture (with Honors), University of Virginia
Political Studies, Venice, Italy
Master of Science in Planning,
University of Tennessee
Bachelor of Science in Agriculture,
University of Tennessee

Registrations

Landscape Architecture, Tennessee

Memberships

American Society of Landscape
Architects
American Planning Association
Lynchos Society

Affiliations

International Association of Fairs and
Expositions
North American Livestock & Rodeo
Managers Association
League of Agricultural and Equine
Centers
Rodeo Managers Association of Fairs
American Horse Council
Canadian Association of Fairs and
Exhibitions

David has more than 30 years experience in planning and design of over 200 fairgrounds, equestrian complex, exhibition buildings, arenas and event centers. He has been the Principal in Charge, Senior Planner and Design/Project Manager for these project types around the world. David is also a frequent lecturer at numerous international conventions including International Association of Fairs and Expositions, Canadian Association of Fairs and Expositions and the League of Agricultural and Equine Centers.

Recent Project Experience

National Western Stock Show Center, Colorado
Alaska State Fair, Fairbanks, Alaska
Agriculture and Commercial Society Of Zimbabwe, Lusaka, Zambia
Eastern States Exposition (The Big LI, West Springfield, Massachusetts)
Ohio Expo Center/Ohio State Fair, Columbus, Ohio
The Mallat Events Center and Arena, Liverpool, Texas
Utah State Fair, Salt Lake City, Utah
Badlands Event Center, Dickinson, North Dakota
North Carolina State Fair, Mooresville, North Dakota
New York State Fair, Syracuse, New York
America Royal, Kansas City, Missouri
South Carolina State Fair, Columbia, South Carolina
Fort Bend County Fair, Rosenberg, Texas
Arkansas State Fair, Little Rock, Arkansas
California State Fair/Cal Expo, Sacramento, California
Unite Events Center, Evanston, Wyoming
Red River Exhibition Park, Winnipeg, Manitoba, Canada
Lincoln County Fair and Rodeo, Capitan, New Mexico
Nebraska State Fair Meeting Grounds, Lincoln, Nebraska
Frankland Park, Saskatoon, Saskatchewan, Canada
Curry County Fair and Events Center, Clarks, New Mexico
Keeneland Thoroughbred Race Track, Lexington, Kentucky
Florida State Fair, Tampa, Florida
MELRO Park, Montana Fair, Billings, Montana
Champlain Valley Exposition, Essex Junction, Vermont
Oklahoma State Fair, Oklahoma City, Oklahoma
Houston Livestock Show and Rodeo, Houston, Texas
Arizona State Fair, Phoenix, Arizona
New Mexico State Fair, Albuquerque, New Mexico
Western Fair, London, Ontario
Heart O Texas Fair and Rodeo, Waco, Texas
Medicine Hat Exhibition and Stampede, Medicine Hat, Alberta
Davis County Fair and Legacy Center, Farmington, Utah
Johnson County Fair, Dufferin, Wyoming
San Antonio Livestock Show and Rodeo, San Antonio, Texas
Meridian Fair, Meridian, Ontario, Canada
Star of Texas Fair and Rodeo, Austin, Texas
Expo Montana/Montana State Fair, Great Falls, Montana
Burlington County Ag-Business Expo Center, Saint Joseph, Missouri
Tennessee State Fair, Nashville, Tennessee
Calgary Exhibition and Stampede, Calgary, Alberta

DAVIS & FLOYD

SINCE 1958

11/16/2016 10:00

D. Mack Kelly, Jr., PE, PLS, CFM
Director of Public Works/County Engineer
Oconee County
15022 Wells Highway
Seneca, SC 29678

Re: Road Improvements - Farm Center
D&F Job Number: 110.00/Phase 0006

Dear Mr. Kelly:

Davis & Floyd, Inc. (D&F) is pleased to present this proposal for surveying, roadway engineering, cost estimating, bidding and construction engineering and inspection (CEI) services supporting Oconee County (Client) for roadway improvements to Highway 125 (Sandifer Blvd.) southwest of Seneca. The scope of work defined below is based upon your email to us dated October 17, 2016 and included an attachment titled "Master Plan - Farm Center" dated September 23, 2016. The scope of services required for this project will include the following:

Task 1 - Topographic Survey: This task will include a topographic survey in support of the designed improvements within the following limits.

-Survey the existing roadway between the two proposed driveways (approximately 1,000 LF) plus an additional 500' east and west of the proposed driveways. This will include both travel lanes, median and cross-overs.

-On the south side of the highway, locate edge of pavement, bottom of ditch, top of bank, tree line, and 25' from top of bank. At the proposed driveways, we will survey a 100' wide x 100' deep area to support design of the driveways.

-On the north side of the highway, we will locate edge of pavement and all driveways.

-Locate all storm drain structure/pipes within the survey limits to their point of outfall. Locate all marked underground utilities. (\$4,680.00).

Task 2 - Utility Location and Coordination: This task will include our staff requesting a utility location to mark each utility located within the proposed construction area. All utilities marked will be located by our field survey. As plans are being developed, we will communicate with the local utilities whose lines may be impacted by the construction and determine both temporary and/or permanent relocations which may be required. (\$6,600.00).

Task 3 - Roadway Plans: This task will include roadway improvements to accommodate two new driveways proposed for the development of the Farm Center which is a proposed development that will include an Arena, Livestock Barn, Market, Camping/EV Sites, and Parking. We understand that Oconee County has contracted with Cays Sprague to provide a Traffic Impact

1310 Highway 72/221 East, Greenwood, SC 29615
(803) 229-5211 (803) 269-7811

WWW.DAVISFLOYD.COM

Study for the project. We will utilize her study to design the proposed improvements, but this proposal assumes the following roadway improvements will be required:

- Install turn lanes at both crossovers with improvements to the crossover for the recycling center.
- Install a right turn decal lane to access the site and an acceleration lane coming out of the facility.
- Install driveways to the Sandifer Boulevard right-of-way.

The final roadway construction (100%) plans will reflect design and details necessary for construction, and shall include the title sheet, summary of quantities sheet, moving and demo items sheet, typical roadway sections, geometric layout sheet, general construction notes sheet, plan (1" = 20' scale) and profile (1" = 20' horizontal and 1" = 5' vertical scale) sheets, traffic control sheets, pavement marking sheets, signing sheets, utility details and relocation sheets, erosion control data sheet and the roadway cross sections (1" = 10' horizontal and 1" = 5' vertical). The final roadway plans will be used for SCDOT Encroachment Permit and SCDHEC Notice of Intent (NOI) applications. Applications for these respective permits will be submitted on behalf of Oconee County. (\$28,440.00).

Task 4 – Construction Cost Estimate: This task will include the development of line item quantities for each work item related to the construction of the project and assign a unit price cost for each item to develop an Opinion of Probable Construction Costs based on the final design plans. We will utilize recent bid tabulations documented by SCDOT as well as our most recent bid lettings to determine unit prices for the construction tasks. (\$2,230.00).

Task 5 – Project Bidding: This task will include assisting Oconee County with the preparation of the Bid Package, our attendance at a prebid conference as well as analyzing final bids to determine the most qualified bidder with bid award recommendation. (\$4,080.00).

Task 6 – Construction Engineering and Inspection (CEI) Services: This task will include providing assistance during construction to assist Oconee County and the contractor with addressing field issues as well as reviewing shop drawings and our attendance at a preconstruction meeting with the selected contractor and provide CEI services. CEI services will include testing for earthwork, stone base, asphalt, storm drainage and concrete as needed. For purposes of this proposal, we are assuming full time inspection services with a nine week construction duration which would require testing services. It is hard to predict actual construction services hours until final plans are completed and a general contractor selected, so this proposal budgets 360 hours for an Inspector and 100 hours for a Senior Inspector. (\$48,340.00)

If authorized to commence work on the services outlined above on November 11, 2016, the following would be an approximate project schedule:

Task 1	(11/14/2016 thru 12/2/2016)
Task 2	(11/14/2016 thru 3/3/2017)
Task 3	(12/2/2016 thru 3/3/2017)
Task 4	(3/27/2017 thru 3/3/2017)
Task 5	(3/4/2017 thru 4/14/2017)
Task 6	(4/15/2017 thru 6/30/2017)

Reimbursable expenses including permit fees, travel, subsistence and printing will be invoiced separately and are in addition to the labor effort above. We estimate these fees not to exceed \$5,000.00.

The total fee indicated on the cost spreadsheet is a not to exceed design fee.

Davis & Floyd, Inc. appreciates the opportunity to provide this proposal and looks forward to working with Oconee County on this project. The procurement of our services will be according to the Professional Services Agreement dated April 19, 2016 titled Category B Roadway & Bridge Services. Please do not hesitate to call if you have any questions or comments.

Very truly yours,

DAVIS & FLOYD



Brent P. Robertson, PE
Vice President

Manhour and Expense Worksheet

DAVIS FLOYD

CLIENT: Orange County
PROJECT: Farm Center

D&F JW: 110.00
CALC BY: BPR
DATE: 10/28/16

Scope of Engineering Services:

Task	Task
1 Topographic Survey	7
2 Utility Location and Coordination	8
3 Roadway Plans	9
4 Construction Cost Estimate	10
5 Project Bidding	11
6 CFI Services	12

Engineering Cost Estimate

Task	Principal	SR PM	Chief	Engr	SR Dsgn	Surv Tech	Sr. Insp.	Insp.	Clerical
1		2	30		4	30			
2							60		
3				72	180				
4	1			6	12				
5	4			16	8				8
6	2			12	12		100	360	
7									
8									
9									
10									
11									
12									
Total	7	2	30	106	216	30	150	360	8

Principal	7	@	\$ 190.00 / hour = \$	1,330.00
Senior Project Manager	2	@	\$ 170.00 / hour = \$	340.00
Survey Crew Chief	30	@	\$ 75.00 / hour = \$	2,250.00
Engineer	106	@	\$ 120.00 / hour = \$	12,720.00
Senior Designer	216	@	\$ 110.00 / hour = \$	23,760.00
Survey Field Technician	30	@	\$ 55.00 / hour = \$	1,650.00
Senior Inspector	160	@	\$ 110.00 / hour = \$	17,600.00
Inspector	360	@	\$ 95.00 / hour = \$	34,200.00
Clerical	8	@	\$ 65.00 / hour = \$	520.00

In-House Labor Sub Total = \$ 94,370.00
 Sub-contracted work (Environmental - Phase One), Lump Sum =
 Sub-contracted work (Geotechnical), Lump Sum =
 Sub-contracted work (Environmental - Phase Two), Lump Sum =
 Total Labor = \$ 94,370.00
 Expenses = \$ 5,000.00
 Grand Total = \$ 99,370.00

Oconee County
Council

Oconee County
Administrative Offices
415 South Pine Street
Walhalla, SC 29691

Phone: 864-364-5136
Fax: 864 718-10246

E-mail:
***@occonee.com

Edda Cammick
District I

Wayne McCall
District II

Paul Cain
District III

Julian Davis
District IV

J. Glenn Hart
District V



.....LEGAL AD.....

**PLEASE ADVERTISE IN THE NEXT ISSUE
OF YOUR NEWSPAPER**

The Oconee County Council will meet in 2017 on the first and the third Tuesday of each month [excluding July & August which will meet only on the third Tuesday of the month] at 6:00 p.m. in Council Chambers, Oconee County Administrative Offices, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

Oconee County Council will also hold a Planning Retreat in February 2017 [TBD] in Council Chambers to establish short and long term goals.

Additionally, Council will meet on January 2, 2018 at 6:00 p.m. in Council Chambers at which point they will establish their 2018 council and committee meeting schedules.

Additional Council meetings, workshops and/or committee meetings may be added throughout the year as needed.

Oconee County Council Committees will meet in 2017 on the following dates/times in Council Chambers, 415 South Pine Street, Walhalla, South Carolina unless otherwise advertised.

The Law Enforcement, Public Safety, Health & Welfare Committee and the Transportation Committee at 5:30 p.m. on the following dates: January 10, April 11, July 11 and October 10, 2017.

The Real Estate, Facilities & Land Management Committee and the Budget, Finance & Administration Committee at 5:30 p.m. on the following dates: February 14, May 9, August 8 and November 14, 2017.

The Planning & Economic Development Committee at 5:30 p.m. on the following dates: March 14, June 13, September 12 and December 12, 2017.