



SPECIAL CALLED EPD COMMITTEE MEETING

MONDAY, OCTOBER 19,2020 | 6 PM

The Committee will meet in the Mauldin City Hall at 5 East Butler Road in the Upstairs Conference Room at 6 p.m.

Please note that members of the public may attend this meeting in-person, but are encouraged to participate remotely. The meeting will be available remotely through Zoom. Please visit the City's website at <https://cityofmauldin.org/your-government/meeting-minutes-agendas/> to access the meeting via audio and videoconferencing.

Special Called Economic Planning & Development Committee Agenda

October 19,2020

Committee Members: Taft Matney (Chair), Jason Kraeling, Diane Kuzniar

- | | |
|---------------------------------------------------------------------|-------------------------|
| 1. <u>Call to Order</u> | Chairperson Taft Matney |
| 2. <u>Public Comment</u> | Chairperson Taft Matney |
| 3. <u>New Business</u> | Chairperson Taft Matney |
| a. W. Butler Road Traffic Signal Agreement
(Pages 3-16) | |
| b. Agreement for Improvements to Old Laurens Road
(Pages 17-22) | |
| 4. <u>Public Comment</u> | Chairperson Taft Matney |
| 5. <u>Committee Concerns</u> | Chairperson Taft Matney |
| 6. <u>Adjournment</u> | |

ECONOMIC PLANNING & DEVELOPMENT COMMITTEE

AGENDA ITEM

MEETING DATE: October 19, 2020

AGENDA ITEM: 3a

TO: Economic Planning & Development Committee

FROM: Economic Development Director Van Broad

SUBJECT: Traffic Signal Agreement with Fore Properties, LLC.

REQUEST

Council is requested to approve a traffic signal agreement with Fore Properties, LLC (Fore).

HISTORY/BACKGROUND

Fore is developing a residential property along W. Butler Road and Holly Ridge Court. A traffic impact study was required for Fore's development and therefore conducted on September 24, 2018 by Sprague & Sprague Consulting Engineers. The South Carolina Department of Transportation determined that the traffic impact study warranted a traffic signal at W. Butler Road, Holly Ridge Court and Plant Street.

A traffic signal installation plan was drafted by Ridgeway Traffic Consulting on May 8, 2019 and Fore will fund the construction of the traffic signal. The construction of the traffic signal will be managed by CoTransCo.

To facilitate the project, the City can apply for funding assistance for this project through the Greenville Legislative Delegation Transportation Committee (GLDTC). The GLDTC offers funding through the 'C' fund program to improve state, county, and city roads as well as other transportation projects.

The City will not be responsible for any of the costs. Rather, the City will serve as an escrow agent for the construction of the project through the C-funds Committee.

ANALYSIS or STAFF FINDINGS

Via the agreement, Fore will be responsible for the total cost of the project, including any cost overruns. The City will only serve as an escrow agent for this project.

FISCAL IMPACT

None is associated with this request.

RECOMMENDATION

Staff recommends approval of the agreement.

ATTACHMENT

Agreement with Fore
C-Fund Application

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE)

TRAFFIC SIGNAL AGREEMENT

THIS TRAFFIC SIGNAL AGREEMENT ("Agreement") is entered into between Fore Properties, LLC, a limited liability company organized and existing pursuant to the laws of the State of South Carolina (hereinafter "Fore") and the City of Mauldin, South Carolina (hereinafter "City").

WHEREAS, Fore is developing a residential property along W. Butler Road and Holly Ridge Court in Mauldin, South Carolina; and,

WHEREAS, subsequent to a traffic impact study for Fore’s development the South Carolina Department of Transportation determined that the study warranted a traffic signal at W. Butler Road, Holly Ridge Court and Plant Street (hereinafter “Intersection”); and,

WHEREAS, a traffic signal installation plan was drafted by Ridgeway Traffic Consulting on May 8, 2019; and,

WHEREAS, CoTransCo, LLC (hereinafter “CoTransCo”), a South Carolina limited liability company, will manage the traffic light improvement project and estimates the costs for this project to be Three Hundred Five Thousand Nine Hundred Twenty Four and 37/100ths (\$305,924.37) (hereinafter the “Improvements”); and,

WHEREAS, The City agrees to apply for funding through the Greenville Legislative Delegation Transportation Committee (hereinafter “GLDTC”) through the ‘C’ fund program to improve state, county, and city roads as well as other transportation projects to apply towards the Improvements; and,

WHEREAS, the City agrees to apply funds received from Fore for the estimated costs of the Improvements and Fore agrees to be responsible for fifty percent (50%) of the cost of the Improvements; and,

WHEREAS, Fore agrees to have the City of Mauldin (hereinafter “City”) to serve as Escrow Agent to hold and disburse the funds paid by Fore for the traffic light improvement project; and,

WHEREAS, the traffic light will serve a public purpose by increasing safety and flow at the intersection W. Butler, Holly Ridge, and Plant.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, Fore, and the City do hereby declare and establish this Traffic Signal Agreement subject to the terms and conditions herein:

1. The City shall apply for funding for the Improvements through the Greenville Legislative Delegation Transportation Committee (hereinafter “GLDTC”) ‘C’ fund program at the earliest possible date in Calendar year 2020.
2. Fore shall be responsible to pay fifty percent (50%) of the costs of the Improvements and all Overruns subject to the terms herein. Fore’s portion of the Improvements are estimated to be One Hundred Fifty Two Thousand Nine Hundred Sixty Two and 19/100ths (\$152,962.19). Fore shall deposit the amount of One Hundred Fifty Two Thousand Nine Hundred Sixty Two and 19/100ths (152,962.19) Dollars with the City at the later of i) ninety (90) days of the execution of this Agreement or ii) as required by the GLDTC and the City to fund the Improvements.
3. Should the actuals costs of the Improvements exceed the estimate herein above by CoTransCo (“Overruns”), the City shall notify Fore in writing as to the nature and cost of such Overruns. Fore agrees to pay one hundred percent (100%) of the cost of such Overruns.
4. The City, as Escrow Agent, shall be responsible to disburse funds to CoTransCo as requested by CoTransCo to perform the project.
5. The Escrow Agent shall not be held to any liability whatsoever in tort, contract or otherwise in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Account, or any act, omission, or error of the Escrow Agent made in good faith in the conduct of its duties and not involving gross negligence.
6. Fore agrees to release and hold the City harmless from any claims, damages, causes of action, injuries that may be claimed or alleged to have been sustained from the construction of the Improvements, except to the extent the same result from the negligence or willful misconduct of the City.
7. The parties further recognize and agree that they have had an opportunity to discuss the terms of this Agreement with legal counsel of their own choosing and that they are signing this Agreement of their own free will and understand the terms of the Agreement.
8. It is acknowledged that the foregoing recitals are a material part of this Agreement and are hereby integrated and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2020

SIGNATURE PAGES TO FOLLOW

Witnesses:

CITY OF MAULDIN

By: _____

Its: _____

STATE OF SOUTH CAROLINA)

)

COUNTY OF GREENVILLE)

PROBATE

PERSONALLY appeared before me the undersigned witness who, being duly sworn, says that (s)he saw CITY OF MAULDIN, by its duly authorized officer, execute and deliver the written Road Improvement Agreement, and that (s)he with the other witness subscribed above witnessed the execution and delivery thereof.

Witness

SWORN to before me this _____

day of _____ 2020.

Notary Public for South Carolina

My Commission Expires: _____



GREENVILLE LEGISLATIVE DELEGATION
TRANSPORTATION COMMITTEE

301 University Ridge, Suite 2400
Greenville, South Carolina 29601
Telephone: 864-467-7112
Facsimile: 864-467-7151

C-FUND ASSISTANCE APPLICATION

Project Location W. Butler Rd. (S-107) / Hollyridge Ct. / Plant St. House District _____

Road ownership: ☒ State ☐ County ☐ Local (City)

Applicant's Name Fore Properties, LLC

Applicant's Address 96 Brookfield Oaks Dr., Suite 120, Greenville, SC 29607

Applicant's Phone # 864-250-0828 Email Address Mark@CothranProperties.com

Total Project Cost \$ 305,924.37 Total C-Fund Requested \$ 152,962.18

Applicable Government Entity City of Mauldin
(if unknown, GLDTC will assign)

Brief description of existing problem or need:

This signal will serve two public side streets and provide signalized access to West Butler Road for the
existing Gleneagle Apartments via the entrance on Rose Circle and to future development on
Hollyridge Court and Plant Street. The SCDOT traffic count in 2018 was 28,900 (station #355)

Brief description of how the proposed improvement will remedy the existing problem or need:

Because the signal will serve two existing public streets and will provide signalized access for existing
development to West Butler with its increasing volumes, Fore Properties, LLC is requesting participation
by the GLDTC in the installation of the signal at West Butler Road/Hollyridge Court/Plant Street.

Are you aware of any other funding sources (i.e., State or local governments, special purpose district, businesses, property owners, etc.)? If so, please identify them.

No

Who will be responsible for cost overruns? Fore Properties, LLC

Who will be the Project Manager? CoTransCo - Terry Bragg

Is supplemental data provided with this application? ☒ Yes ☐ No
(Cost estimate, pictures, etc.)

If yes, please specify Traffic Study, SCDOT Recommendation, Request Narrative, Aerial, Design

**Note: Please submit the original and twelve (12) additional copies of the application.
Location maps should also accompany the application.**

10/12/20
Date


Applicant's Signature

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Estimate/Quote

Contractor: Little Mountain Contracting LLC #4400018229

Project: West Butler Road and Holly Ridge Drive/Plant Street

Expected Completion Date:

* SCDOT Fixed Price On-Call Contract, effective 7/7/2014, change order #3 effective 1/2018.

[Click here to see contract.](#)

5/8/2020

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
18	6750275	400.00	LF	\$8.70	\$3,480.00	FURNISH & INSTALL 1.0" SCHEDULE 80 PVC CONDUIT
19	6750278	950.00	LF	\$9.90	\$9,405.00	FURNISH & INSTALL 2.0" SCHEDULE 80 PVC CONDUIT
20	675027C	300.00	LF	\$15.79	\$4,737.00	FURNISH & INSTALL 3.0" SCHEDULE 80 PVC CONDUIT
24	6770388	1000.00	LF	\$2.40	\$2,400.00	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR (BLACK)
25	6770389	1000.00	LF	\$2.46	\$2,460.00	FURNISH & INSTALL NO. 14 COPPER WIRE, 4 CONDUCTOR (GRAY)
26	6770393	1250.00	LF	\$2.63	\$3,287.50	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR (BLACK)
27	6770394	1450.00	LF	\$2.71	\$3,929.50	FURNISH & INSTALL NO. 14 COPPER WIRE, 8 CONDUCTOR (GRAY)
30	6770470	6200.00	LF	\$2.88	\$17,856.00	FURNISH AND INSTALL FIBER OPTIC CABLE-SINGLE MODE
32	6770476	3.00	EA	\$1,956.00	\$5,868.00	FURNISH AND INSTALL FIBER OPTIC INTERCONNECT CENTER
33	6770482	3.00	EA	\$1,900.00	\$5,700.00	FURNISH AND INSTALL FIBER OPTIC MODEM
37	6888082	3.00	EA	\$1,627.50	\$4,882.50	FURNISH AND INSTALL FACTORY TERMINATED PATCH PANEL
48	6770413	2850.00	LF	\$0.42	\$1,197.00	FURNISH AND INSTALL NO. 14 COPPER WIRE, 1-CONDUCTOR FOR LOOP WIRE
49	6780496	950.00	LF	\$6.10	\$5,795.00	SAWCUT FOR LOOP DETECTOR
70	6800499	1.00	EA	\$870.00	\$870.00	FURNISH AND INSTALL ELECTRICAL SERVICE FOR TRAFFIC SIGNAL (COMPLETE WITH RISER, METER, AND DISCONNECT SWITCH)
73	6800518	7.00	EA	\$462.00	\$3,234.00	FURNISH AND INSTALL 13"x24"x18"D.ELEC.FLUSH UNDGRD.ENCLOSURE-(STR.POLY.CONC.)HD
74	680052C	1.00	EA	\$510.00	\$510.00	FURNISH AND INSTALL 17"x30"x26"D.ELEC.FLUSH UNDGRD.ENCLOSURE-(STR.POLY.CONC.)HD
82	6825090	5000.00	LF	\$4.00	\$20,000.00	FURNISH AND INSTALL 1/4" GALVANIZED STEEL CABLE
83	6825092	400.00	LF	\$6.30	\$2,520.00	FURNISH AND INSTALL 3/8" GALVANIZED STEEL CABLE
93	6865731	8.00	EA	\$597.38	\$4,779.04	FURNISH AND INSTALL 12" 1-WAY-3 SECTION/R.Y.G./VEHICLE TRAFFIC SIGNAL
114A	6865834a	10.00	EA	\$175.20	\$1,752.00	FURNISH AND INSTALL BACKPLATE W/ RETROREFL.BORDERS FOR 3 SECTION TRAFF. SIG.
117	6865723	2.00	EA	\$682.72	\$1,365.44	F&I - 12" 1-WAY-3 SECTION/RA.YA.YAF/VEH TRAFFIC SIGNAL
119	6865783	4.00	EA	\$654.00	\$2,616.00	FURNISH AND INSTALL 1-WAY-1SECT.(COUNTDOWN HAND/MAN EMBLEM)/PED.SIG.HEAD
135	6865794	4.00	EA	\$222.00	\$888.00	FURNISH & INSTALL PEDESTRIAN PUSH BUTTON MICROSWITCH TYPE STATION ASSEMBLY (9"x15") AND SIGN (R-10-3E)
154	682505B	4.00	EA	\$6,380.00	\$25,520.00	FURNISH AND INSTALL 28" STEEL STRAIN POLE, POLE BANDS AND HARDWARE AND FOUNDATION
167	6845511	1.00	EA	\$13,664.00	\$13,664.00	FURNISH & INSTALL CONTROLLER AND 332/336 CABINET ASSEMBLY - BASE MOUNTED INC FDN
221	6513015	2.00	EA	\$180.00	\$360.00	MOUNTING ASSEMBLY FOR F.S. SIGN ERCTD ON SPAN WIRE
226	6510105	22.00	SF	\$26.40	\$580.80	FURNISH AND INSTALL FLAT SHEET, TYPE III, FIXED SIZE & MESSAGE SIGN (SHOULDER MOUNTED)
227	6510108	15.00	SF	\$33.00	\$495.00	FURNISH AND INSTALL FLAT SHEET, TYPE VIII OR IX, SIZE DETERMINED BY MESSAGE (OVERHEAD)

Total** \$150,151.78

103.1 MOBILIZATION, 103.2 MOBILIZATION OF MATERIAL

252	1031010	1.00	EA	4%	\$6,006.07	SUBCONTRACTOR MOBILIZATION (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) (4% of the total cost of work order or minimum of \$400, whichever is greater)
		INSERT 4% of TOTAL** ABOVE or \$400 (whichever is greater)		Min \$400		

2	9610021		EA	\$173.89	\$0.00	MOBILIZATION OF MATERIAL PER WORK ORDER, 1-100 MILES BETWEEN LOCATION OF MATERIAL AND WORKSITE
3	9610022		EA	\$289.82	\$0.00	MOBILIZATION OF MATERIAL PER WORK ORDER, 101-250 MILES BETWEEN LOCATION OF MATERIAL AND WORKSITE
4	9610023		EA	\$405.75	\$0.00	MOBILIZATION OF MATERIAL PER WORK ORDER, 251+ MILES BETWEEN LOCATION OF MATERIAL AND WORKSITE

TRAFFIC CONTROL

253	1071100	1.00	EA	10.00%	\$15,015.18	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (10% of total cost of work order or minimum of \$275, whichever is greater)
		INSERT 10% of TOTAL** ABOVE or \$275 (whichever is greater)		Min \$275		
		OR				
254			EA	14.00%	\$0.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (NIGHT WORK) (14% of total cost of work order or minimum of \$350, whichever is greater)
		INSERT 14% of TOTAL** ABOVE or \$350 (whichever is greater)		Min \$350		

Use either item 253 or 254

6a			HR	\$175.00	\$0.00	TRAFFIC CONTROL PROVIDED FOR SCDOT WORK INCLUDING FLAGMAN, TEMP SIGNS SET UP AND CONE SET UP
6b			HR	\$250.00	\$0.00	TRAFFIC CONTROL PROVIDED FOR SCDOT WORK INCLUDING FLAGMAN, CONE SET UP, TEMPORARY SIGNS, ARROW BOARD
6c			HR	\$400.00	\$0.00	TRAFFIC CONTROL PROVIDED FOR SCDOT WORK INCLUDING FLAGMAN, CONE SET UP, TEMPORARY SIGNS, ARROW BOARD, TRUCK W/ CRASH CUSHION

Total: \$21,021.25

TOT SIGNAL CONTRACTOR: \$171,173.03

State On-Call Traffic Signal Cost Estimate Sheet

FIBER SUB:

Project:

Expected Completion Date:

* SCDOT Fixed Price On-Call Contract, effective 7/7/2014, change order #3 effective 1/2018.

[Click here to see contract.](#)

5/8/2020

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
41		52.00	EA	\$26.25	\$1,365.00	FIBER OPTIC FUSION SPLICING < 24 SPLICES

Total** \$1,365.00

103.1 MOBILIZATION, 103.2 MOBILIZATION OF MATERIAL

252	1031010	1.00	EA	4%	\$400.00	SUBCONTRACTOR MOBILIZATION (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) (4% of the total cost of work order or minimum of \$400, whichever is greater)
		INSERT 4% of TOTAL** ABOVE or \$400 (whichever is greater)		Min \$400		

TRAFFIC CONTROL

253	1071100	1.00	EA	10.00%	\$275.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (10% of total cost of work order or minimum of \$275, whichever is greater)
		INSERT 10% of TOTAL** ABOVE or \$275 (whichever is greater)		Min \$275		
		OR				
254			EA	14.00%	\$0.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (NIGHT WORK) (14% of total cost of work order or minimum of \$350, whichever is greater)
		INSERT 14% of TOTAL** ABOVE or \$350 (whichever is greater)		Min \$350		

Use either item 253 or 254

Total: \$675.00

TOT FIBER SUB CONTRACTOR: \$2,040.00

State On-Call Traffic Signal Cost Estimate Sheet

CONCRETE SUB:

Project:

Expected Completion Date:

* SCDOT Fixed Price On-Call Contract, effective 7/7/2014, change order #3 effective 1/2018.

[Click here to see contract.](#)

5/8/2020

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
210	7204100	50.00	SY	\$60.00	\$3,000.00	CONCRETE SIDEWALK 4" UNIFORM
211	7203210	60.00	LF	\$25.43	\$1,525.80	C&G - CONC.CURB & GUTTER(2'-0")VERT.
212	7209000	50.00	SY	\$120.00	\$6,000.00	Pedestrian Ramp Construction (includes Detectable Warning Surface and ramp partitions; curb and gutter separate)
		50.00	SY	\$36.00	\$1,800.00	Removal and disposal of existing pavement

Total \$12,325.80**

103.1 MOBILIZATION, 103.2 MOBILIZATION OF MATERIAL

252	1031010	1.00	EA	4%	\$422.86	SUBCONTRACTOR MOBILIZATION (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) (4% of the total cost of work order or minimum of \$400, whichever is greater)
		INSERT 4% of TOTAL** ABOVE or \$400 (whichever is greater)		Min \$400		

TRAFFIC CONTROL

253	1071100	1.00	EA	10.00%	\$1,057.14	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (10% of total cost of work order or minimum of \$275, whichever is greater)
		INSERT 10% of TOTAL** ABOVE or \$275 (whichever is greater)		Min \$275		
		OR				
254			EA	14.00%	\$0.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (NIGHT WORK) (14% of total cost of work order or minimum of \$350, whichever is greater)
		INSERT 14% of TOTAL** ABOVE or \$350 (whichever is greater)		Min \$350		

Use either item 253 or 254

Total: \$1,480.00

TOT CONCRETE SUB CONTRACTOR: \$13,805.80

State On-Call Traffic Signal Cost Estimate Sheet

MARKING SUB:
Project:
Expected Completion Date:

* SCDOT Fixed Price On-Call Contract, effective 7/7/2014, change order #3 effective 1/2018.

[Click here to see contract.](#)

5/8/2020

LINE	PAY ITEM	ESTIMATED QUANTITY	UNIT	COST	TOTAL COST	DESCRIPTION, SPECIFICATION REFERENCE
236	6271015	320.00	LF	\$3.31	\$1,059.20	8" WHITE SOLID LINES THERMOPLASTIC - 125 MIL.
239	6271025	140.00	LF	\$12.10	\$1,694.00	24" WHITE SOLID LINES (STOP/DIAG LINES)-THERMO.-125 MIL
240	6271030	4.00	LF	\$98.06	\$392.24	WHITE SINGLE ARROWS (LT. STRGHT. RT) THERMO.-125 MIL.
242	6271040	2.00	EA	\$168.00	\$336.00	WHITE COMBINATION ARROWS/STR&RT.OR STR<)THERMO-125MIL
243		75.00	LF	\$2.40	\$180.00	REMOVAL OF STOP BAR MARKING

Total \$3,661.44**
103.1 MOBILIZATION, 103.2 MOBILIZATION OF MATERIAL

252	1031010	1.00	EA	4%	\$400.00	SUBCONTRACTOR MOBILIZATION (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) (4% of the total cost of work order or minimum of \$400, whichever is greater)
		INSERT 4% of TOTAL** ABOVE or \$400 (whichever is greater)		Min \$400		

TRAFFIC CONTROL

253	1071100	1.00	EA	10.00%	\$966.10	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (10% of total cost of work order or minimum of \$275, whichever is greater)
		INSERT 10% of TOTAL** ABOVE or \$275 (whichever is greater)		Min \$275		
		OR				
254			EA	14.00%	\$0.00	SUBCONTRACTOR (BORING, FIBER, CONCRETE, ASPHALT, MARKING, LIGHTING, OTHER) TRAFFIC CONTROL PRIMARY ROAD / WORK ORDER (NIGHT WORK) (14% of total cost of work order or minimum of \$350, whichever is greater)
		INSERT 14% of TOTAL** ABOVE or \$350 (whichever is greater)		Min \$350		

Total: \$766.10
TOT MARKING SUB CONTRACTOR: \$4,427.54

TOTAL SIGNAL WORK ORDER INC SUBS

WORK ORDER #	WORK ORDER TOTAL	Project	NAME
TOTAL	\$171,173.03	SIGNAL PRIME:	
TOTAL	\$0.00	BORING SUB:	
TOTAL	\$2,040.00	FIBER SUB:	
TOTAL	\$13,805.80	CONC SUB:	
TOTAL	\$0.00	ASPHALT SUB:	
TOTAL	\$4,427.54	MARKING SUB:	
TOTAL	\$0.00	LIGHTING SUB:	
TOTAL: \$191,446.37			

ECONOMIC PLANNING & DEVELOPMENT COMMITTEE

AGENDA ITEM

MEETING DATE: October 19, 2020

AGENDA ITEM: 3b

TO: Economic Planning & Development Committee

FROM: Economic Development Director Van Broad

SUBJECT: Agreement for Improvements to Old Laurens Road

REQUEST

Council is requested to approve an agreement with Access 100, LLC, for improvements to Old Laurens Road.

HISTORY/BACKGROUND

Access 100, LLC, is developing property in the City along Old Laurens Road (S-566) and Old Stage Road (S-299). Both Old Laurens Road and Old Stage Road are state roads maintained by the South Carolina Department of Transportation (SCDOT).

For the benefit of the City, Greenville County, and the State of South Carolina and for the safety of the users of Old Laurens Road and Old Stage Road and the adjoining property owners of the roads, the intersection of Old Laurens Road with NE Main Street and the intersection of Old Laurens Road and Old Stage Road need upgrading and improvements.

To facilitate the needed improvements, the City can apply for funding assistance through the Greenville Legislative Delegation Transportation Committee (GLDTC). The GLDTC offers funding through the 'C' fund program to improve state, county, and city roads as well as other transportation projects.

The City will not be responsible for any of the costs. Rather, the City will serve as an escrow agent for the project through the C-funds Committee.

ANALYSIS or STAFF FINDINGS

Via the agreement, the City will apply for funding for the project through GLDTC's C-fund program. Access 100, LLC, will be responsible for the total cost of the project, including any cost overruns. The City will only serve as an escrow agent for this project.

FISCAL IMPACT

None is associated with this request.

RECOMMENDATION

Staff recommends approval of the agreement.

ATTACHMENT

Agreement with Access Point, LLC

STATE OF SOUTH CAROLINA)
)
COUNTY OF GREENVILLE) ROAD IMPROVEMENT AGREEMENT

THIS ROAD IMPROVEMENT AGREEMENT (the “Agreement”) is entered into between Access 100, LLC, a limited liability company organized and existing pursuant to the laws of the State of South Carolina (hereinafter “the Developer”) and the City of Mauldin, South Carolina (hereinafter “City”).

WHEREAS, the Developer owns and is developing 53.13± acres bearing Tax Map No. 0293000100704 (“Access Point”) in the City along Old Laurens Road (S-566) and Old Stage Road (S-299); and,

WHEREAS, both Old Laurens Road and Old Stage Road are state roads maintained by the South Carolina Department of Transportation (“SCDOT”); and,

WHEREAS, the intersections of Old Laurens Road with NE Main Street and Old Laurens Road with Old Stage Road need to be upgraded and improved to improve safety and traffic flow (collectively, the “Improvements”); and,

WHEREAS, CoTransCo, LLC (hereinafter “CoTransCo”), a South Carolina limited liability company, will develop the cost estimates and manage the Improvements; and,

WHEREAS, The City agrees to apply for funding through the Greenville Legislative Delegation Transportation Committee (hereinafter “GLDTC”) through the ‘C’ fund program to apply towards the Improvements; and,

WHEREAS, the City agrees to apply funds received from the Developer for the estimated costs of the Improvements and the Developer agrees to be responsible for fifty percent (50%) of the cost of the Improvements; and,

WHEREAS, the Developer agrees to have the City of Mauldin (hereinafter “City”) to serve as Escrow Agent to hold and disburse the funds paid by the Developer for the Improvements; and,

WHEREAS, the traffic light will serve a public purpose by increasing safety and flow for the users of Old Laurens Road and Old Stage Road and the adjoining property owners of said roads.

NOW, THEREFORE, in consideration of the mutual promises and covenants made herein, the Developer, and the City do hereby declare and establish this Road Improvement Agreement subject to the terms and conditions herein:

1. The City shall apply for funding for the Improvements through the Greenville Legislative Delegation Transportation Committee (hereinafter “GLDTC”) ‘C’ fund program at the earliest possible date in Calendar year 2020.
2. The Developer shall be responsible to pay fifty percent (50%) of the costs of the Improvements and all Overruns subject to the terms herein. The Developer’s portion of the Improvements will be in accordance with the cost estimate provided by CoTransCo. The Developer shall deposit the 50% of the costs of Improvements with the City at the later of i) ninety (90) days of the execution of this Agreement or ii) as required by the GLDTC and the City to fund the Improvements.

3. Should the actuals costs of the Improvements exceed the estimate established by CoTransCo (“Overruns”), the City shall notify the Developer in writing as to the nature and cost of such Overruns and the Developer agrees to pay one hundred percent (100%) of the cost of such Overruns.
4. The City, as Escrow Agent, shall be responsible to disburse funds to CoTransCo as requested by CoTransCo to perform the project.
5. The Escrow Agent shall not be held to any liability whatsoever in tort, contract or otherwise in connection with the execution and delivery of this Escrow Agreement, the establishment of the Escrow Account, or any act, omission, or error of the Escrow Agent made in good faith in the conduct of its duties and not involving gross negligence.
6. The Developer agrees to release and hold the City harmless from any claims, damages, causes of action, injuries that may be claimed or alleged to have been sustained from the construction of the Improvements, except to the extent the same result from the negligence or willful misconduct of the City.
7. The parties further recognize and agree that they have had an opportunity to discuss the terms of this Agreement with legal counsel of their own choosing and that they are signing this Agreement of their own free will and understand the terms of the Agreement.
8. It is acknowledged that the foregoing recitals are a material part of this Agreement and are hereby integrated and made a part hereof.

IN WITNESS WHEREOF, the parties have executed this Agreement this _____ day of _____, 2020.

SIGNATURE PAGES TO FOLLOW

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

Notary Public for South Carolina
Print Name: _____
My commission expires: _____

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

Notary Public for South Carolina
Print Name: _____
My commission expires: _____