

ORIGINAL
STAMPED IN RED

ORDINANCE NO.: 2023-029

Granting an encroachment to the University of South Carolina for the use of the right of way areas of the 700 block of College Street, 700 block of Greene Street, 700 block of Pendleton Street and the 900 block of Gadsden Street for the installation of various improvements adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden Street, Richland County TMS# 08915-02-01, 08915-04-01 and 08915-04-02

WHEREAS, the University of South Carolina (hereinafter "Grantee") desires to improve a portion of the right of way areas of the 700 block of College Street, 700 block of Greene Street, 700 block of Pendleton Street and the 900 block of Gadsden Street for the installation of various right-of-way improvements to enhance the Gadsden Street right-of-way which will be deeded to the City of Columbia adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden Street, as shown on the attached drawings; and,

WHEREAS, it appears that the encroachment will not interfere with the use of the medians or street for traffic, utility locations or other uses within the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED by the Mayor and City Council of the City of Columbia, South Carolina, this 18th day of April, 2023, that Grantee is hereby granted the right to improve the right of way areas of the 700 block of College Street, 700 block of Greene Street, 700 block of Pendleton Street and the 900 block of Gadsden Street adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden Street, Richland County TMS# 08915-02-01, 08915-04-01 and 08915-04-02, for the installation of various right-of-way improvements, as shown on the attached drawings.

PROVIDED FURTHER that all work shall comply with the requirements of The City of Columbia, South Carolina Department of Transportation (SCDOT) and Federal Emergency Management Agency (FEMA) now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation. Any damage to the street or sidewalk caused by Grantee's construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager; and,

PROVIDED further that in the event the City has to make repairs or maintain utility lines located within the encroachment area the City will replace any items removed for the utility repair or maintenance with like items to those removed; and,

PROVIDED FURTHER that the privilege granted hereby may be modified or terminated by Columbia City Council at any time without notice to the Grantee, its successors and assigns; and,

PROVIDED FURTHER that the privilege granted hereby is subject to the Grantee complying with the following conditions, restrictions or limitations:

1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.

2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.
3. Grantee is responsible for maintaining landscaping and improvements.
4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.
5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.
6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.
7. All trees shall be protected and no large tree roots shall be removed from any existing trees.
8. Sidewalks and Landscaping to be maintained by the University of South Carolina.
9. Dedication of the Gadsden Street right-of-way to the City of Columbia as shown on the attached plans must be completed prior to the utilization of the parking lot.

BE IT FURTHER ORDAINED that Grantee, in consideration of the above privilege, shall at its expense provide for protection and relocation of all utilities that might be within this area to the satisfaction of the City Manager.


Requested by:

Assistant City Manager Gentry




Mayor

Approved by:




City Manager

Approved as to form:



City Attorney

ATTEST:



City Clerk

Introduced: 4/4/2023

Final Reading: 4/18/2023

**CITY COUNCIL
ENCROACHMENT SUMMARY
2023-029**



**700 BLOCK OF COLLEGE STREET, 700 BLOCK OF GREENE STREET, 700 BLOCK
OF PENDLETON STREET AND THE 900 BLOCK OF GADSDEN STREET
ADJACENT TO 720 COLLEGE STREET, 743 GREENE STREET, 706 PENDLETON
STREET AND 925 GADSDEN STREET
INSTALLATION OF VARIOUS IMPROVEMENTS**

Subject Property:	Right-of-way adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street and 925 Gadsden Street
Council District:	2
Proposal:	The applicant is requesting an encroachment for installation of various right-of-way improvements.
Applicant:	University of South Carolina
Staff Recommendation:	Approval.

Detail:	<p>The applicant is requesting an encroachment for installation of various right-of-way improvements to enhance the Gadsden Street right-of-way which will be deeded to the City of Columbia adjacent to 720 College Street, 743 Greene Street, 706 Pendleton Street, and 925 Gadsden Street, as shown on the attached drawings; and,</p> <p>Conditions of the proposed encroachment are as follows:</p> <ol style="list-style-type: none">1. No item, including landscaping, shall be placed, planted or allowed to grow such that it creates a visual impediment to persons safely entering or exiting the driveway or to persons safely walking along the sidewalk. The City reserves the right to remove or cut any item located within the right of way which it deems to be a safety hazard.2. Grantee is responsible for all maintenance and assuring that all accessibility and ADA requirements are met and maintained.3. Grantee is responsible for maintaining landscaping and improvements.4. Irrigation must be designed to avoid spraying walkways, sidewalks and streets and/or creating hazardous conditions upon the walkways, sidewalks and streets.5. Obstructions of more than be four (4') feet in height are prohibited within the sight-visibility triangle.6. Forestry and Beautification shall be provided access to trees within the right of way for maintenance purposes.7. All trees shall be protected and no large tree roots shall be removed from any existing trees.8. Sidewalks and Landscaping to be maintained by the University of South Carolina.9. Dedication of the Gadsden Street right-of-way to the City of Columbia as shown on the attached plans must be completed prior to the utilization of the parking lot.
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City of Columbia City of Columbia



This map was prepared using
the City GIS Viewer:

City of Columbia - GIS Division
Friday, November 4, 2022

Address Point

● Active

● Vacant

□ Tax Parcel

Street & Ownership

— Interstate

— Highway

— City Maintained

— State Maintained

- - Private

— Others

■ Columbia City Limits

■ Red: Band_1

■ Green: Band_2

■ Blue: Band_3

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CITY OF COLUMBIA GIS DATA DISCLAIMER:

The City of Columbia GIS data represented
on this map or plan is the product of the
compilation of data produced by others.
It is provided for informational purposes only
and the City of Columbia makes no representation
as to its accuracy. Its use without field verification
is at the sole risk of the user.



Permanent Encroachment

Application and Checklist

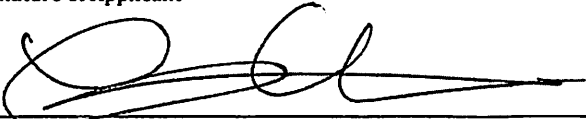
Any damage to the street or sidewalk caused by construction shall be repaired to the satisfaction of the City Manager. Improvements within the encroachment shall be maintained by the grantee at no cost to the City in a manner approved by the City Manager.

Property owned, operated and maintained by SCDOT shall comply with SCDOT encroachment requirements.

Permittee understands and agrees that the privilege granted may be modified or terminated by the City of Columbia at any time without notice and that the privilege granted hereby is subject to applicant's compliance with the following conditions, restrictions or limitations:

Permittee must comply with all existing City of Columbia and any other state or federal codes, rules and regulations, as applicable including the Americans with Disabilities Act, now in existence or hereafter enacted.

7. Signature

Signature of Applicant	
	
Print Name	Date
CAMERON HOWELL SECRETARY, UNIVERSITY OF S.C.	OCT 11 2022



Permanent Encroachment Application and Checklist

5. Additional Submission Requirements

Existing Site Plan

This shall be a site plan of the existing conditions or a plat of survey, to scale and fully dimensioned.

Proposed Site Plan

The proposed site plan shall be prepared to scale and fully dimensioned, and include the following:

	Applicant	Staff
Total acreage	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of lots and outlets (numbered and area in square feet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of buildings (including setbacks from property lines and distances between buildings)	<input type="checkbox"/>	<input type="checkbox"/>
Location of parking and access/driveways	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of rights-of-way and/or easements for streets, railroads, and utility	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Lines upon and abutting subject property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location of streets, alleys, railroads, and utility lines upon and abutting subject property	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Section of sidewalk or right-of-way to be used for the encroachment	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Proposed placement of permanent items and furnishings on the sidewalk	<input type="checkbox"/>	<input type="checkbox"/>
Proposed placement of permanent items and furnishings in the right-of-way	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Location and height of all fences, walls, and exterior lighting in the right-of-way	<input type="checkbox"/>	<input type="checkbox"/>
North arrow	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Scale	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Vicinity map (at 1 inch equals 1,000 feet)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

6. Acknowledgement

For a continuing encroachment on any type of property in which the City has an interest (i.e., rights of way, tree zone, sidewalk, streets), the person or entity is required to have an encroachment ordinance enacted by City Council permitting the encroachment. Encroachment ordinances are required for but not limited to: irrigation systems; landscaping; fencing; walls; pavers; walkways; outdoor dining items (chairs, tables, umbrellas, etc.); awnings; bollards and directional signs (i.e., churches) Business signs are NOT permitted via an encroachment.

Encroachments must comply with all existing City codes, rules and regulations, the Americans with Disabilities Act, if applicable, and are subject to review and approval by City staff. Enactment of the encroachment ordinance by a majority vote of City Council, which is a discretionary legislative act, is also required.

In order to obtain an encroachment ordinance from the City of Columbia, it will be necessary for the City of Columbia to be named as an additional insured on your insurance policy with limits being increased to \$600,000 as required by Sec. 11-71. It is recommended that you contact your insurance provider to determine if it will name the City of Columbia as an additional insured prior to submitting your request for an encroachment ordinance. If you have any questions concerning these requirements, please contact Chip Timmons with Risk Management, (803) 733-8306 or catimmons@columbiasc.net.

All work shall comply with the requirements of the City of Columbia and South Carolina Department of Transportation now in existence or hereafter enacted. The materials and type of finish to be used are to be approved by the City Engineer prior to installation.



Permanent Encroachment

Application and Checklist

4. Project Description

Provide a brief description of the project and list all items that will be placed in the right-of-way (walls, fences, columns, steps, irrigation systems, landscaping, driveways, pavers, sidewalks/walkways, planters, awnings, etc.)

In Gadsden Street, improvements include a new 12' wide travel lane, curb and gutter on the west side of Gadsden Street, and one additional storm drainage structure and pipe. 2 access drives with 30' radii are shown on Gadsden Street.

In Pendleton Street, demolition of existing asphalt, and new access drive to parking lot.

For staff use only

Date received (M/D/Y): ____/____/____

By: _____



Permanent Encroachment

Application and Checklist

Checklist for All Applications

A complete site plan application shall include the following information. Refer to the Procedures Manual for additional information about these requirements. Please initial to signify that the requested information has been provided.

	Applicant Initials	Staff Initials
A copy of this Application Checklist , completed by the applicant.	<input type="text" value="LMB"/>	<input type="text"/>
A completed and signed Application Form	<input type="text" value="LMB"/>	<input type="text"/>
Letters of Agency for all applications where the applicant is not the owner of the subject property	<input type="text" value="N/A"/>	<input type="text"/>
Pictures or specification sheet of the items to permanently encroach the Right-of-way	<input type="text" value="N/A"/>	<input type="text"/>
Existing Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible <input type="text" value="LMB"/>	<input type="text"/>
Proposed Site Plan Please see page 4 below for required content.	1 copy: min. 18 x 24 inches or 1 digital copy (pdf format) – may be 8 ½ inches x 11 inches if legible <input type="text" value="LMB"/>	<input type="text"/>

**Maintenance Agreement between the City of Columbia
and the University of South Carolina**

THIS AGREEMENT, as made effective on the last date signed by either party, by and between the **City of Columbia** (hereinafter referred to as "City"), and the **University of South Carolina** (hereinafter referred to as "USC") (collectively the "Parties") for the below-described Project.

WHEREAS, the Parties have agreed to improvements planned in the area inside the boundaries of Gadsden, Greene, Wayne, and Pendleton Streets which shall be used as parking, partially for commuters and to help support projects such as Campus Village, by providing for improved surface parking that includes sidewalks, lighting and landscaping, as well as other improvements in that area (hereinafter referred to as "Project"); and

WHEREAS, USC has designed, constructed, and financed the Project; and

WHEREAS, the Parties have exchanged Deeds for the parcels needed to bring areas requiring landscaping and maintenance into the Project boundaries pursuant to Ordinance No.: 2023-028; and

WHEREAS, Ordinance 2023-029 has granted USC an encroachment into the City's rights-of-way in order to fulfill the obligations under this Agreement; and

WHEREAS, City and USC want to enter into this Agreement to outline the maintenance obligations of the Parties with respect to the improvements and enhancements associated with the Project to address maintenance activities of additional areas outside of the Project boundary to be referred to as "Additional Areas" in this agreement; and

WHEREAS, Additional Areas include the right-of-way along Greene Street from Assembly Street to Huger Street and right-of-way along Lincoln Street from Senate Street to Blossom Street to include landscape items on the Greene Street Bridge crossing the railroad tracks; and,

WHEREAS, USC agrees to maintain landscape contained within the Additional Areas in order to maintain the area in a routinely consistent manner; and,

WHEREAS, City is a body politic with all the rights and privileges of such including the power to contract as a necessary and incidental power to carry out its functions covered under this Agreement; and

WHEREAS, USC is an agency of the State of South Carolina with the power to contract as a necessary and incidental power to carry out its functions covered under this Agreement; and

NOW THEREFORE, in consideration of the several promises to be faithfully performed by the Parties hereto as set forth herein, City and USC do hereby agree as follows:

I. PROJECT DESCRIPTION:

This Agreement is for the maintenance of enhancements and special features incorporated into the Project referenced as Additional Areas to include: landscaping to include, but not be limited to, plants and trees, and irrigation systems.

Maintenance for Additional Areas will be the responsibility of USC. This activity includes routine activities such as grass cutting, weeding, and litter control. However, USC shall not remove and/or replace any landscape items without the consent of the City. Upon the determination of a dead or diseased tree or shrub, USC shall contact the City's Public Works Department to discuss/determine a removal and replacement plan for the item.

Maintenance is defined as the preservation of the functionality and appearance of the improvements and enhancements.

II. PERIOD OF PERFORMANCE:

The effective date of this Agreement is the date of the last execution by either Party hereto. The Parties' obligations hereunder shall commence upon USC's completion of the Project, unless circumstances dictate that maintenance of certain areas or items be commenced prior to completion of the Project; for instance, responsibilities for one block of the area may begin upon completion of work on that single block. This Agreement will remain in effect unless terminated as provided for herein.

III. CITY WILL:

- a. Work alongside USC to discuss the routine maintenance activities that are necessary within the Project and Additional Area.

IV. USCWILL:

- a. Secure appropriate Encroachment Permits where needed.
- b. Conduct all necessary maintenance activities as set in this agreement and Ordinance 2023-029.

V. FUNDING:

- a. USC is responsible for funding the Project as well as maintenance for the Project area and the Additional Areas described by this Agreement.

VI. GENERAL:

- a. NOTICES. All notices and other correspondence will be officially delivered as follows:

As to City of Columbia:
City of Columbia
Director of Public Works
2910 Colonial Drive
Columbia, SC 29223

Director of Planning & Development Services
Post Office Box 147
Columbia, SC 29217

As to University of South Carolina:
Director of Facilities Planning, Design & Construction
Tom Opal, PE
1300 Pickens Street
Columbia, SC 29208

- b. COMPLIANCE WITH LAWS. The Parties hereto agree to conform to all of the State, Federal, and local laws, rules, regulations, and ordinances governing agreements or contracts relative to the acquisition, design, construction, maintenance and repair of roads and bridges, and other services covered under this Agreement. Further, this Agreement is not intended to eliminate the requirements of property owners to maintain the rights-of-way adjacent to their property as may be required by local law even if that property may be inside the Project area.
- c. AMENDMENTS. City and USC, or their authorized agents, shall agree to hold consultations as may be necessary with regard to the execution of supplements, modifications, or amendments to this Agreement during the period of performance of this Agreement for the purpose of resolving any items that may have been unintentionally omitted from this Agreement. Such supplements, modifications, and amendments shall be subject to the approval and proper execution of the Parties hereto. No supplement, modification, or amendment to this Agreement shall be effective or binding on any Party hereto unless such supplement, modification, or amendment has been agreed to in writing by all Parties hereto.
- d. REVIEWS/APPROVALS. Any and all reviews and approvals required of the Parties herein shall not be unreasonably denied, delayed, or withheld.
- e. TERMINATION. This Agreement may be terminated as to the defaulting Party in the event of substantial failure by either City or USC to properly maintain the improvements and enhancements incorporated into this Project. In the event of Termination, the defaulting Party shall be responsible for any cost associated with

the non-defaulting party's performing the required maintenance or removing the special features of nonstandard improvements and enhancements. The allocation of maintenance obligations for the identified items will terminate with the removal of an item being maintained upon mutual agreement of the Parties.

VII. SUCCESSORS AND ASSIGNS.

- a. City and USC each bind themselves, their respective successors, executors, administrators, and assigns to the others with respect to these requirements, and also agrees that no Party shall assign, sublet, or transfer their interest in the Agreement without the written consent of the other Parties.
- b. This Agreement is made and entered into for the sole protection and benefit of City and USC, and their respective successors and assigns. No other persons, firms, entities, or parties shall have any rights, or standing to assert any rights, under this Agreement.

VIII. EXECUTION IN COUNTERPARTS.


- a. This Agreement may be executed and delivered in counterparts, and if so executed, shall become effective when a counterpart has been executed and delivered by all Parties hereto. All counterparts taken together shall constitute one and the same Agreement and shall be fully enforceable as such. Delivery of counterparts via facsimile transmission or via email with scanned attachment shall be effective as if originals thereof were delivered.

IX. ENTIRE AGREEMENT.

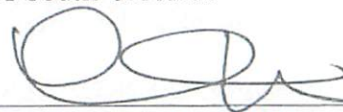
This Agreement and/or Certification constitutes the entire Agreement between the Parties. The Agreement is to be interpreted under the laws of the State of South Carolina.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on their behalf.

CITY OF COLUMBIA, a municipality
within The State of South Carolina

By: 
Name: Teresa Wilson
Title: City Manager

UNIVERSITY OF SOUTH CAROLINA,
an educational institution and agency of the
State of South Carolina

By:  *
Name: L. Cameron Howell IV
Title: Secretary, USC Board of Trustees

APR 26 2023

*Note: Approved by the University of South Carolina Board of Trustees on April 21, 2023, subject to USC and the City of Columbia obtaining all necessary approvals to execute the deeds for the exchange of the parcels of property referenced in the within Maintenance Agreement.

APPROVED AS TO FORM


Legal Department City of Columbia, SC

06/06/2023