



## REQUEST FOR COUNCIL ACTION

### City of Greenville, South Carolina

Agenda Item No.

11b

**TO:** Honorable Mayor and Members of City Council  
**FROM:** John F. McDonough, City Manager

Ordinance/First Reading
  Ordinance/Second & Final Reading
  Resolution/First & Final Reading
  Information Only

**AGENDA DATE REQUESTED:** February 28, 2022

**ORDINANCE/RESOLUTION CAPTION:**

TO APPROVE AN AGREEMENT BETWEEN THE CITY OF GREENVILLE AND CHAD R. STEPP FOR THE PURCHASE OF PROPERTY AT 5 WILSHIRE DRIVE AND TO APPROPRIATE \$68,500 FOR THE PURCHASE OF SAID PROPERTY

**SUMMARY BACKGROUND:**

The city of Greenville owns certain Stormwater System infrastructure located on and around the property at 5 Wilshire Drive which limits the potential use of the property for residential development. After discussions with the property owner, Staff has determined that it is more cost effective to purchase the property than relocate the infrastructure.

The City plans to hold the site in its current semi-natural state for maintenance of the stormwater system infrastructure. Adequate funds are available in the Stormwater fund to cover the cost of the property purchase.

**IMPACT IF DENIED:**


If denied, the City will not purchase the property.

**FINANCIAL IMPACT:**

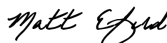
The Stormwater Fund available fund balance will be reduced by \$68,500. Sufficient balance is available for this action.

**REQUIRED SIGNATURES**

**Department Director**

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**OMB Director**

  
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**City Attorney**

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**City Manager**

  
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## A N O R D I N A N C E

TO APPROVE AN AGREEMENT BETWEEN THE CITY OF GREENVILLE AND CHAD R. STEPP FOR THE PURCHASE OF PROPERTY AT 5 WILSHIRE DRIVE AND TO APPROPRIATE \$68,500 FOR THE PURCHASE OF SAID PROPERTY

WHEREAS, Chard R. Stepp (“Seller”), owns the following land and improvements situated at 5 Wilshire Drive, Tax Map Number 0184000506409, containing approximately 0.147 acre, as further described in Deed Book 2575, Page 804, together with all improvements thereon (collectively, the “Property”); and

WHEREAS, the Property has certain City of Greenville Stormwater facilities located on and around the property which limit potential use of the property for residential development; and

WHEREAS, after discussion with the property owner, City staff has determined that it is more cost effective to purchase the Property and compensate the owner for their investment rather than relocate the Stormwater infrastructure; and

WHEREAS, the Seller has agreed to sell the property to the city of Greenville for \$63,500 plus closing costs; and

WHEREAS, for the foregoing reasons, City Council desires to enter into a Real Estate Contract (the “Contract”) for the purchase of the Property, which is attached hereto and incorporated herein as Attachment 1;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF GREENVILLE, SOUTH CAROLINA:

Section 1. The Contract, in substantially the same form as set out in Attachment 1, incorporated herein by reference, is hereby approved, and the City Manager is authorized to execute same.

Section 2. The purchase of the Property is hereby authorized and approved. The City Manager, with the advice and counsel of the City Attorney, is authorized to execute such documents as are necessary to consummate the sale including, but not limited to, a purchase and sale agreement and a deed.

Section 3. The City Manager, in consultation with the City Attorney, may make or accept minor modifications to the wording and designations of the attached documents as may be necessary or appropriate, provided there is no compromise of the substantive purposes of this Council action. Should the City Manager or City Attorney, or both, determine that any modification of previously negotiated terms is significant and warrants further action by City Council, then the matter shall be presented to Council for further review before the final execution.

Section 4. The amount of \$68,500 is hereby appropriated in the Stormwater Fund for the purpose of funding the purchase of the Property as reflected in the attached exhibit.

Section 5. This Ordinance shall become effective upon passage on the second and final reading.

DONE, RATIFIED AND PASSED THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 2022.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
CITY CLERK

APPROVED AS TO FORM:

\_\_\_\_\_  
CITY ATTORNEY

REVIEWED:

\_\_\_\_\_  
CITY MANAGER

EXHIBIT

BUDGET AMENDMENT						
BUDGET	Stormwater Fund		REQUESTED BY			
FISCAL YEAR	2021-22		DATE			
<b>INCREASE</b>			<b>INCREASE</b>			
<u>Description</u>			<u>Description</u>			
<b>Stormwater Fund</b>						
Fund Balance Appr (REV)		68,500				
Site Acquisition (EXP)		68,500				
Explanation:	To appropriate \$68,500 for the purchase of 5 Wilshire Drive for the benefit of stormwater system infrastructure.					
DATE			APPROVED BY	City Council/City Manager Camilla Pitman/City Clerk		
FOR OMB POSTING PURPOSES ONLY						
<b>Budget Adjustments</b>		Increase (Decrease)	<b>Journal Entry</b>			
SW3421	120-0000-390-10-01	68,500		120-0000-390-10-01	DR	63,500
SW3421	120-9010-433.68-02	68,500	SW3421	120-0000-390-10-01	CR	63,500
	Total	137,000		Total		127,000
	Prepared By					
	Posted By					
	Date				Number	

STATE OF SOUTH CAROLINA    )  
  )  
COUNTY OF GREENVILLE     )     CONTRACT FOR SALE OF REAL ESTATE

THIS CONTRACT is hereby made and entered into by and between **The City of Greenville, a political subdivision and South Carolina municipal corporation** (hereinafter the "Purchaser") and **Chad R. Stepp** (hereinafter the "Seller") effective as of the date the last party signs below.

WITNESSETH:

The Seller agrees to sell and the Purchaser agrees to buy the property described below for the sum of **SIXTY-THREE THOUSAND FIVE HUNDRED AND 00/00 DOLLARS (\$63,500.00)**. The purchase price shall be paid by way of check or wire at closing.

The Seller agrees to convey the Property (as that term is defined below) by limited warranty deed, free of any and all encumbrances, liens, leases, levies or assessments upon payment of the purchase price as above with the exception of existing easements, rights-of-way, and restrictions that may appear of public record, provided such do not render title unmarketable or the Property unusable for the Purchaser's intended purposes.

Transaction to be closed on or before \_\_\_\_\_, subject to all contingencies set forth below, at the offices of Purchaser's counsel. Possession of the premises to be given to Purchaser at closing. Seller shall bear all risk of loss until the time of closing.

Purchaser shall bear all costs associated with the preparation of the deed, recording fees and deed stamps. Seller shall bear all costs associated with and the satisfaction of any past due taxes and government fees that may be due and owing. Ad valorem taxes and fees assessed by any governmental body for the year in which the closing occurs shall be pro-rated as of the date of closing. To the extent not encompassed by the foregoing, the parties shall bear their own costs and fees.

Time is of the essence of this Contract. This Contract embodies the entire agreement between the parties concerning the purchase of the Property. This is a legally binding contract. If not understood, seek competent advice.

Description of Property: 5 Wilshire Drive, Greenville, South Carolina, Tax Map Number 0184000506409 containing +/- 0.147 Acre, as further described in Deed Book 2575, Page 804, together with all improvements thereon.

Other provisions and contingencies: The Purchaser may procure a survey of the Property, perform a title search and may conduct environmental due diligence. Seller agrees to provide Purchaser and its agents with reasonable access to the Property in order to conduct the foregoing, as necessary. Within five (5) days of execution of this Contract, the Seller shall deliver to Purchaser copies of all reports and other documentation in his/its possession pertaining in any way to the environmental condition of the Property. No environmental testing or investigation beyond a Phase 1 will be conducted without Seller's written consent. Closing is contingent upon: (1) the Seller's ability to convey clear, marketable, and insurable title to the Property (unless waived by the Purchaser in writing); (2) the absence of objectionable matters that may be shown on a new survey in the Purchaser's sole discretion; (3) the absence of any environmental concerns in the Purchaser's sole discretion; and (4) Greenville City Council approval of the transaction and its appropriation of funds in the full amount of the

purchase price. **Release of claims:** In exchange for the Purchaser’s purchase of the Property, Seller hereby forever releases and fully discharges Purchaser from and against any and all current or prospective claims, actions, judgements, obligations, damages, demands, debts, liabilities and causes of action, including any claim for attorneys’ fees, known or unknown, arising out of or related in any manner to the Property (“Release”). The Release includes, but is not limited to, any claims relating to a deprivation of rights under the Constitutions of the United States or the State of South Carolina (e.g., condemnation, inverse condemnation, regulatory taking), the validity, existence or occurrence of which is expressly denied by the Purchaser. The Release applies to the Purchaser as well as its former and current officials, employees, agents, successors and assigns. The Release shall become effective on the day and at the time of Closing

Witnesses:

Chad R. Stepp, Seller

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_

City of Greenville, Purchaser

\_\_\_\_\_

By:

\_\_\_\_\_

Date: \_\_\_\_\_

Name: John F. McDonough

Its: City Manager

\_\_\_\_\_

\_\_\_\_\_