

## **RESOLUTION R-14-06**

### **A RESOLUTION AUTHORIZING THE CITY OF WOOD DALE TO ENTER INTO AN ACQUISITION AGREEMENT FOR THE PURCHASE OF PROPERTY COMMONLY KNOWN AS 242 CARTER AVENUE PURSUANT TO AN ILLINOIS EMERGENCY MANAGEMENT AGENCY STATE-LOCAL HAZARD MITIGATION GRANT PROGRAM (HMGP) ASSISTANCE AGREEMENT**

**WHEREAS**, the City of Wood Dale (hereinafter the “City”) is a body politic and corporate, organized and existing pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1, *et seq.*; and

**WHEREAS**, the City is authorized and empowered under Section 11-105-1 of the Illinois Municipal Code, 65 ILCS 5/11-105-1, and other law to accept or receive through gift, grant, legacy, dedication in plats of subdivision or otherwise, parks, playgrounds, areas enclosing flood plains, floodwater runoff channels and detention ponds or basins, and other public grounds and easements located within its corporate limits, and to hold and maintain such grounds and lands and to supervise or regulate their use for any proper public purpose; and

**WHEREAS**, further, the City is a “public agency” as defined in Section 2 (1) of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/2(1), and is authorized by Article VII, Section 10, of the Constitution of the State of Illinois and Section 3 of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/3, to exercise, combine, or transfer any of its powers or function, in any manner not prohibited by law with other “public agencies,” which includes agencies of the State of Illinois and the United States; and

**WHEREAS**, the City, pursuant to said constitutional and statutory powers, has entered into an “Illinois Emergency Management Agency State-Local Hazard Mitigation Grant Program (HMGP) Assistance Agreement (FEMA-DR-1935-IL), Fiscal Years 2010 – 2015 (August 19, 2010 – June 30, 2015)” (“Grant Agreement”) with the Illinois Emergency Management Agency (“IEMA”) for the funding of a voluntary buy-out program for the City’s acquisition of five (5) properties within the City that are in a flood plain, the razing of the structure on those properties, and the holding and maintaining of them as public open space; and

**WHEREAS**, one of the properties identified for acquisition in the Grant Agreement is the property commonly known as 242 Carter Avenue, Wood Dale, Illinois (“Subject Property”); and

**WHEREAS**, pursuant to the requirements of the Grant Agreement, an appraisal of the Subject Property’s pre-flood fair market value was made, which established that value at \$330,000, and the City thereafter, by letter from the City Attorney, submitted an offer to the Owners thereof to purchase the Subject Property at that amount less any amounts received for certain flood insurance, Individual and Family Grant (IFG) program, and/or Emergency Minimal Repair payments; and

**WHEREAS**, the Subject Property is in fee simple title to Fred Sobieski and Sandi Sobieski, husband and wife, as joint tenants (“Owners”), who, in response to the City Attorney’s letter, have voluntarily accepted the said offer of the City to purchase the Property; and

**WHEREAS**, further, the Owners, in accordance with the requirements of the Grant Agreement, have provided a certification to the City stating no funds were received for structural repairs to the Subject Property that would represent constitute duplicate disaster-recovery benefits and of their agreement, if the Subject Property is purchased by the City, to relocate outside of any flood plain mapped by the Federal Emergency Management Agency; and

**WHEREAS**, the Owners, also, in accordance with the requirements of the Grant Agreement, have executed and tendered to the City Attorney the “Acquisition Agreement” attached hereto as Exhibit “A” (“Acquisition Agreement”), which is incorporated as part hereof as if full set forth, for the City’s purchase of the Subject Property; and

**WHEREAS**, the City being authorized to purchase the Subject Property under the Grant Agreement for the purposes therein and the Owners having voluntarily agreed to its sale and having complied with all of the requirements of the Grant Agreement, the City Council hereby finds and determines that it is necessary and appropriate and in the interests of the City and its residents that the City enter in the Acquisition Agreement for the Subject Property,

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY OF WOOD DALE, DUPAGE COUNTY, AN ILLINOIS MUNICIPAL CORPORATION**, as follows:

SECTION 1: The recitals set forth above are incorporated herein and made a part hereof.

SECTION 2: The “Acquisition Agreement,” in substantially the same form as attached to this Resolution as Exhibit “A” and incorporated herein by reference, is approved and accepted by the City of Wood Dale.

SECTION 3: The City Attorney, as agent for the City, is authorized to execute said Agreement on behalf of the City of Wood Dale.

SECTION 4: The Mayor, as required by the Grant Agreement, City Manager, staff and/or the City Attorney shall take the steps necessary to put the terms and conditions of the Agreement into effect.

SECTION 5: That all ordinances and resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

SECTION 6: That this Resolution shall be in full force and effect from and after its adoption, approval, and publication in pamphlet form as provided by law.

PASSED this 20th day of February 2014.

AYES: Aldermen Jakab, Lazzara, Susmarski, E. Wesley, and Woods

NAYS: None

ABSENT: Aldermen Catalano, R. Wesley, and Winger

APPROVED this 20th day of February 2014.

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Shirley J. Siebert  
Shirley J. Siebert, City Clerk

Published in pamphlet form February 20, 2014

## ACQUISITION AGREEMENT

THIS AGREEMENT is made and entered into this 17<sup>th</sup> day of January 2015, by and between the CITY OF WOOD DALE, an Illinois municipal corporation, within DuPage County, Illinois, by its agent and attorney, City Attorney Keith E. Letsche (hereinafter called "CITY"), and Fred Sobieski, and Sandi Sobieski of the City of Wood Dale, DuPage County, Illinois (hereinafter called "SELLERS").

### WITNESSETH:

That the CITY is acting under a grant from the Illinois Emergency Management Agency (IEMA), and/or Illinois Department of Natural Resources (IDNR) to purchase certain property in the City of Wood Dale, DuPage County, Illinois, which the SELLERS own a parcel as described in Exhibit "A," attached hereto and made a part hereof.

That the SELLERS represent that their property is located in the floodplain and qualify for the assistance being granted and are **UNDER NO OBLIGATION TO SELL THEIR PROPERTY UNDER THIS PROGRAM, BUT DO SO VOLUNTARILY.**

That the Parties agree as follows:

1. SELLERS have been given the opportunity to review the appraisal of the Polach Appraisal Group, Inc., which said appraisal has been reviewed and approved by IEMA, with the established pre-flood fair market value (FMV) as of the date of September 12, 2008, of Three Hundred Thirty Thousand and no/100th Dollars (\$330,000.00).
2. SELLERS acknowledge that the price to be paid for clear title is the pre-flood fair market value with deductions in the amount of \$\_\_\_\_\_ for any flood insurance payment received by SELLERS for structural damage, \$\_\_\_\_\_ for any Individual and Family Grant program (IFG), and \$\_\_\_\_\_ for any Emergency Minimal Repair funds for which the homeowners cannot document as expended on repair of the damaged structure.
3. SELLERS agree that they will, in writing, furnish to the CITY within five (5) days from the date of this Agreement, a list of all liens of any kind known to the SELLERS, including but not limited to mortgages, mechanics liens, judgment liens, and past due taxes.
4. It is understood by all Parties that the proceeds from the sale shall first be applied to all liens on the property, including real estate taxes for the entire year 2013, if

any. It is further understood that the Hazard Mitigation grant Program Funds being used for the purchase of the property, cannot and will not duplicate benefits received for the same from any other funds. SELLERS will return any disaster aid money received if it amounts to a duplication of benefits.

5. SELLERS understand and agree that any replacement housing purchased with IEMA and/or IDNR monies WILL NOT BE IN ANY FLOOD ZONE A (100 year-flood zone) as identified in the Flood Insurance Rate Maps of any applicable jurisdiction.
6. SELLERS agree they will execute all necessary documents to transfer title to the property to the CITY and also agree to execute now and in the future, any and all document requirements by the CITY, IEMA and/or IDNR to complete this transaction and to comply with CITY, State or Federal regulations.
7. No fixtures, materials or improvements to the real estate shall be removed from the premises, and, because of legal liability reasons, the CITY will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this agreement may result in changing the fair market value of the structure. The value of the property removed will be solely determined by the CITY and will be deducted from the purchase price, if the purchase price has not yet been paid in full or to be repaid by the SELLERS within ten (10) days after removal if the purchase price has been paid to the SELLERS.
8. SELLERS represent onto the CITY that they will vacate the property at the time of closing.
9. SELLERS acknowledge that they have had an opportunity to review this contract and they have had an opportunity, if they so choose, to contact an attorney of their choice to review this Agreement and enter into the Agreement fully understanding the nature thereof and saves and holds harmless the CITY or any representative, of any liability or responsibility as a result of this contract or anything incident to the sale.

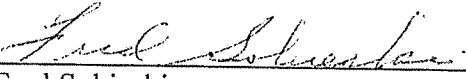
That this Agreement is binding upon the heirs, executors, successors and assigns of all parties.

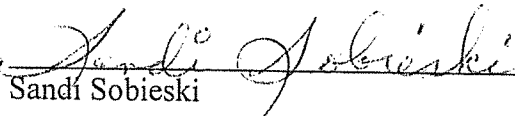
Dated this 17<sup>th</sup> day of January, A.D., 2014

CITY OF WOOD DALE, a municipal corporation

BY: \_\_\_\_\_  
Keith E. Letsche, City Attorney and  
Agent for the City of Wood Dale

SELLERS:

  
\_\_\_\_\_  
Fred Sobieski

  
\_\_\_\_\_  
Sandi Sobieski

## **EXHIBIT "A"**

### **PROPERTY DESCRIPTION**

**Address:** 242 Carter Avenue, Wood Dale, DuPage County, Illinois

**Permanent Identification No.:** 03-16-211-010

**Legal Description:**

Parcel 1: Lot 22 in Park View Heights, in Section 16, Township 40 North, Range 11, East of the Third Principal Meridian, according to a Plat thereof recorded January 11, 1961, as Document 993162, in DuPage County, Illinois.

Parcel 2: The south 155 feet of a 20-foot strip of land, 188 feet in length, lying east of and adjoining Lot 22 in Block 2 in Park View Heights, a subdivision of part of Section 16, Township 40 North, Range 11, East of the Third Principal Meridian, and lying south of the south line of Branigar's Wood Dale Acres, and lying north of Salt Creek, in DuPage County, Illinois.