

STATE OF ILLINOIS        )  
                                      ) SS  
COUNTY OF DU PAGE     )

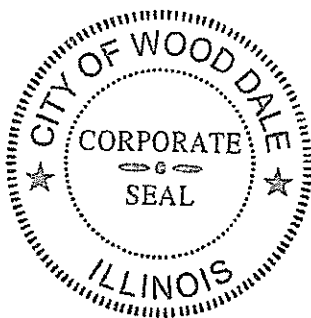
I, Lynn Curiale, City Clerk of Wood Dale, Illinois DO HEREBY CERTIFY that as such City Clerk and keeper of the records, that the foregoing is a true and correct copy of Resolution #R-21-10 A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF WOOD DALE AND THE STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES FOR THE CITY OF WOOD DALE FLOOD HAZARD MITIGATION PROJECT CONTRACT NUMBER OWR-402

Passed by The City of Wood Dale, Du Page County, Illinois, IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of the City of Wood Dale, this 18<sup>th</sup> day of March, 2021.



Lynn Curiale, City Clerk

SEAL



Resolution #R-21-10

**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND THE STATE OF ILLINOIS/DEPARTMENT OF NATURAL  
RESOURCES FOR THE CITY OF WOOD DALE FLOOD HAZARD  
MITIGATION PROJECT CONTRACT NUMBER OWR-402**

Passed: March 18, 2021  
Published in Pamphlet Form: March 19, 2021

I, Lynn Curiale, as the City Clerk for the City of Wood Dale, hereby certify that the  
attached Resolution is a true and correct copy of #R-21-10  
**A RESOLUTION AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF  
WOOD DALE AND THE STATE OF ILLINOIS/DEPARTMENT OF NATURAL  
RESOURCES FOR THE CITY OF WOOD DALE FLOOD HAZARD  
MITIGATION PROJECT CONTRACT NUMBER OWR-402**

Passed and approved by the City Council of the City of Wood Dale on March 18, 2021  
and hereby published in pamphlet on March 19, 2021.



Lynn Curiale, City Clerk

SEAL



RESOLUTION R-21-10

A RESOLUTION

AUTHORIZING AN AGREEMENT BETWEEN CITY OF WOOD DALE AND THE  
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES FOR THE CITY OF  
WOOD DALE FLOOD HAZARD MITIGATION  
PROJECT CONTRACT NUMBER OWR-402

WHEREAS, the City of Wood Dale (hereinafter referred to as 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 possesses the authority, pursuant to the Illinois Municipal Code, 65 ILCS 5/1-1-1 *et seq.*, to adopt ordinances pertaining to the public health, safety and welfare; and

WHEREAS, the City Council of the City (hereinafter referred to as the "City Council") is the corporate authority for the City and is authorized by law to exercise all powers and to control the affairs of the City; and

WHEREAS, the City Council possesses full power and authority to approve and pass all necessary ordinances, resolutions, rules and regulations necessary for carrying into effect the objects for which the City was formed, in accordance with the Illinois Municipal Code; and

WHEREAS, the City of Wood Dale is authorized pursuant to the Illinois Municipal Code, 65 ILCS 5/11-76.1-1(i), to purchase property for redevelopment which the City deems appropriate to advance the interests of the City; and

WHEREAS, the City of Wood Dale has experienced repeated flooding and flood damages from Salt Creek with the most recent flooding occurring in 2019; and

WHEREAS, the City's Natural Hazard Mitigation Plan recommends that certain repetitive flood loss properties located within the 100-year floodplain within the corporate limits of the CITY be acquired for public use, thereby eliminating future flood damages; and

WHEREAS, the City has applied for Federal mitigation funds through the Hazard Mitigation Grant Program (HMGP) of the Federal Emergency Management Agency (FEMA), that is coordinated by the Illinois Emergency Management Agency (IEMA) and that requires a 25% minimum local match; and

WHEREAS, the City proposes the acquisition of 6 homes on 6 parcels, clearance of the property acquired; reshaping property acquired to a safe and manageable condition, hereinafter referred to as the "Project", which is part of the a larger FEMA

Disaster, DR-4461 mitigation effort which includes similar acquisition, demolition and reshaping and

**WHEREAS**, the City of Wood Dale Flood Hazard Mitigation Project has been reviewed and approved by the Department for participation in the implementation thereof to the extent allowed by its statutory authority under the "Flood Control Act of 1945," 615 ILCS 15/1 *et. seq.*; and

**WHEREAS**, based on a document entitled "Report on City of Wood Dale, Illinois Flood Hazard Mitigation Project " prepared by the Department and filed with the Illinois General Assembly as required by law, it has been determined that the Department should proceed to assist the City in implementing the Project (Flood Control Act of 1945, 615 ILCS 15/5); and

**WHEREAS**, the Illinois General Assembly has appropriated funds to the Department for the Project under Public Act 98-0675, Article 8, Section 10 and Public Act 98-0675, Article 8, Section 125; and

**WHEREAS**, the City deems it in the best interests of the City to execute this Agreement and that the City will accept the local requirements as indicated herein for Department participation in the Project and will assume the future operation and maintenance of the Project; and

**WHEREAS**, the Mayor and the City Council have reviewed the terms of the Agreement and have determined that execution of the Agreement is in the best interests of the City and will be beneficial to the residents of the City of Wood Dale, subject to final review and approval by the City Attorney's Office.

**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 Agreement, in substantially the same form as attached to this Resolution as Exhibit "A" and incorporated herein by reference, and as may be finalized by the City Attorney, is approved and accepted by the City of Wood Dale.

**SECTION 3:** The Mayor is authorized to execute said Agreement on behalf of the City of Wood Dale, subject to final Attorney review and approval, provided there are no material changes to said Agreement. Upon execution by the Mayor, his signature shall be attested to by the City Clerk, or her designee.

**SECTION 4:** The Mayor, City Manager, Staff, and/or the City Attorney shall take all the steps necessary to carry out the Agreement.

SECTION 5: 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: 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 18th day of March 2021

AYES: 1

NAYS: 0

ABSENT: R. Wesley

APPROVED this 18th day of March 2021

SIGNED: Annunziato Pulice  
Annunziato Pulice, Mayor

ATTEST: Lynn Curiale  
Lynn Curiale, City Clerk

EXHIBIT A

Agreement Between City of Wood Dale and the State of Illinois/Department of  
Natural Resources for the City of Wood Dale Flood Hazard Mitigation Project  
Contract Number OWR-402

AGREEMENT  
Between  
CITY OF WOOD DALE, ILLINOIS  
and the  
STATE OF ILLINOIS/DEPARTMENT OF NATURAL RESOURCES  
for the  
CITY OF WOOD DALE FLOOD HAZARD MITIGATION PROJECT  
Contract Number OWR-402

**THIS AGREEMENT** is made between City of Wood Dale, Illinois, hereinafter referred to as the "CITY," and the Department of Natural Resources, acting for and on behalf of the State of Illinois, hereinafter referred to as the "DEPARTMENT."

**WITNESSETH:**

**WHEREAS**, the CITY and the DEPARTMENT are legal entities organized and existing under the laws of the State of Illinois, having among their powers the authority to contract with one another to perform such undertakings as described herein; and

**WHEREAS**, under penalties of perjury, the CITY certifies that 36-6008457 is its correct Federal Taxpayer Identification Number and that the CITY is doing business as a government entity; and

**WHEREAS**, City of Wood Dale has experienced repeated flooding and flood damages from Salt Creek with the most recent flooding occurring in 2019; and

**WHEREAS**, the CITY 's Natural Hazard Mitigation Plan recommends that certain repetitive flood loss properties located within the 100-year floodplain within the corporate limits of the CITY be acquired for public use, thereby eliminating future flood damages; and

**WHEREAS**, the CITY has applied for Federal mitigation funds through the Hazard Mitigation Grant Program (HMGP) of the Federal Emergency Management Agency (FEMA), that is coordinated by the Illinois Emergency Management Agency (IEMA) and that requires a 25% minimum local match; and

**WHEREAS**, the CITY proposes the acquisition of 6 homes on 6 parcels, asbestos abatement, clearance of the property acquired; reshaping property acquired to a safe and manageable condition; and preparation of designs, plans and specifications for the clearance and reshaping of property and property acquisition transaction expenses (such as title commitments, attorney fees, preparation of legal descriptions , plat drawings, recording costs, associated appraisal costs and, if necessary, associated survey costs or other similar expenses), hereinafter referred to as the "PROJECT" which is part of the larger FEMA Disaster, DR-4461 mitigation effort which includes similar acquisition, demolition and reshaping and

**WHEREAS**, the City of Wood Dale Flood Hazard Mitigation Project has been reviewed and approved by the DEPARTMENT for participation in the implementation thereof to the extent allowed by its statutory authority under the "Flood Control Act of 1945," 615 ILCS 15/1 *et. seq.*; and

**WHEREAS**, based on a document entitled "Report on City of Wood Dale, Illinois Flood Hazard Mitigation Project " prepared by the DEPARTMENT and filed with the Illinois General Assembly as required by law, it has been determined that the DEPARTMENT should proceed to assist the CITY in implementing the PROJECT (Flood Control Act of 1945, 615 ILCS 15/5); and

**WHEREAS**, the Illinois General Assembly has appropriated funds to the DEPARTMENT for the PROJECT under Public Act 98-0675, Article 8, Section 10 and Public Act 98-0675, Article 8, Section 125; and

**WHEREAS**, the CITY affirms by the execution of this AGREEMENT that the CITY will accept the local requirements as indicated herein for DEPARTMENT participation in the PROJECT and will assume the perpetual operation and maintenance of the PROJECT; and

**WHEREAS**, the DEPARTMENT has determined that the execution of this agreement is subject to the signature requirements of the "State Finance Act," 30 ILCS 105/9.02.

**NOW THEREFORE**, for and in consideration of the benefits to be derived from the implementation of this PROJECT, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following terms and conditions:

**A. SPECIAL CONDITIONS**

1. The recitals set forth above are incorporated herein by reference and made a part hereof, the same constituting the factual basis for this transaction.

2. The PROJECT is completely voluntary. Neither the state nor the local government will use its eminent domain authority or any other non-voluntary means to

acquire the property for open space purposes if the seller chooses not to participate or if the negotiations fail.

3. The total estimated cost of the PROJECT is \$1,118,000. The DEPARTMENT will provide up to \$1,118,000, the capitalized value of the flood damage reduction benefits, in the funding of the PROJECT. The CITY will be responsible for the remainder of the costs, which may include funding from other sources such as the Illinois Emergency Management Agency (IEMA).

4. The DEPARTMENT's funding obligation of \$1,118,000 will expire upon expenditure of its \$1,118,000 funding obligation, completion of the work covered hereunder or June 30, 2023, whichever occurs first. The DEPARTMENT, at its sole option, may terminate or suspend this contract, in whole or in part, without penalty or further payment being required, if the Illinois General Assembly fails to make an appropriation sufficient to pay such obligation, or if the Governor decreases the DEPARTMENT's funding for the PROJECT by reserving some or all of the DEPARTMENT's appropriation(s) pursuant to the power delegated to the Governor by the Illinois General Assembly, or if The DEPARTMENT determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations, or if funds needed are insufficient for any reason. The DEPARTMENT will have no obligation to implement or complete the PROJECT without the necessary appropriation, re-appropriation, and availability of state funds. The CITY will be notified in writing of the failure of appropriation or of a reduction or decrease.

5. Attached hereto, marked "ATTACHMENT A," consisting of two pages and made a part hereof by reference, is a listing of each property within the PROJECT. No additional properties or funding will be included without the written consent of both the CITY and the DEPARTMENT, and an amendment to this AGREEMENT.

6. All the provisions of this AGREEMENT will be binding upon the successors and assigns of the principal parties hereto.

7. This AGREEMENT may only be modified, assigned, supplemented, amended or extended by mutual agreement, in writing, by the principal parties hereto.

8. Attached hereto, marked "ATTACHMENT B", and made a part hereof by reference, is a listing of certifications, which must be completed by the CITY.

#### **B. DEPARTMENT OF NATURAL RESOURCES**

1. The DEPARTMENT will reimburse the CITY for approved PROJECT costs of acquiring property and clearing property. Items eligible for reimbursement by the DEPARTMENT as costs for acquiring property and clearing property are specified in Sections D and E in this AGREEMENT.



2. The DEPARTMENT will reimburse authorized costs based on billing(s) furnished by the CITY to the DEPARTMENT with supporting documentation as evidence that the work covered under such billing(s) is completed and in connection with the PROJECT. No billing(s) from the CITY covering any work will be paid by the DEPARTMENT until the state funds appropriated are released and obligated, and the DEPARTMENT has given written permission to the CITY to proceed with the work. No billing(s) will be honored covering any work accomplished prior to the obligation of funds and written permission by the DEPARTMENT to proceed.

3. If financial assistance was received by any of the property owners listed on ATTACHMENT A prior to the PROJECT then benefits affidavits must be completed by the owner(s) of those properties regarding duplication of benefits (ATTACHMENT C) along with receipts and any other applicable documentation of the received aid and provided to the DEPARTMENT by the CITY. The DEPARTMENT will require the CITY to subtract from the acquisition purchase price, or other PROJECT costs, the amount of the assistance received by the owner(s) of each property for the same purpose as the PROJECT. If the monetary aid was spent for its intended purpose, the CITY will not subtract the amount documented by the receipts provided by the owner(s) of each property.

4. Plans, specifications, bids and any contract awarded for the PROJECT that is to be reimbursed in whole or in part with DEPARTMENT funds must be pre-approved by the DEPARTMENT. All appraisals, title commitments, offers and property acquisition transactions must be reviewed and approved by the DEPARTMENT before closing. The DEPARTMENT may have personnel present at any closing involving DEPARTMENT funds.

5. The DEPARTMENT will order all title commitments for each property within the PROJECT and will prepare all legal descriptions and plat drawings for those properties as required for the PROJECT. The DEPARTMENT may, at its sole discretion, choose to defer preparation of any legal descriptions and plat drawings required for the PROJECT to the CITY for review, approval and reimbursement by the DEPARTMENT, throughout the implementation of the PROJECT.

6. The DEPARTMENT will furnish technical assistance, guidance, and personnel to aid and assist the CITY, as determined by the DEPARTMENT, throughout the implementation of the PROJECT. Administration costs and work accomplished by DEPARTMENT personnel (including travel expenses) will not be charged to the PROJECT.

### **C. CITY OF WOOD DALE**

1. The CITY will acquire the property, demolish or otherwise remove the improvement(s) on the property acquired, develop the designs, plans and specifications needed, prepare contract documents, solicit bids, award contracts, supervise the work and perform all other work necessary to complete the PROJECT. Administration costs

and work performed by CITY personnel (including travel expenses) will not be a part of the PROJECT costs.

2. All contracts let by the CITY for construction of the PROJECT will (i) require that the contractor abide by the provisions of the "Prevailing Wage Act," 820 ILCS 130/0.01 *et. seq.*; and (ii) require that the DEPARTMENT be included as a named insured by said contractor's commercial general liability insurance policy.

3. The CITY will be responsible for the payment of all costs over and above the DEPARTMENT's \$1,118,000 maximum funding obligation. The CITY will document through resolution provided to the DEPARTMENT, that it has sufficient funds to complete the PROJECT before the DEPARTMENT's written permission to proceed with this AGREEMENT.

4. The CITY will obtain all federal and state permits, in the name of the CITY, as may be necessary to implement and maintain the PROJECT. The CITY will be responsible to pay any and all permit fees that may be required for the issuance of a permit for the PROJECT. The CITY will be responsible to obtain any local permits required to construct and maintain the PROJECT and will provide copies of all such permits obtained to the DEPARTMENT. Execution of this agreement does not relieve the CITY from obtaining any permit required by the DEPARTMENT.

5. The CITY will be responsible to abide by all federal, state and local laws, ordinances, rules and regulations during construction, operation and maintenance of the PROJECT and to satisfy all state environmental laws, regulations and executive orders that apply because of state funds being used on the PROJECT.

6. The CITY will maintain, for a minimum of five years after the completion of this PROJECT, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this AGREEMENT; all books, records and supporting documents related to the PROJECT will be available for review and audit by the Auditor General and/or the DEPARTMENT; and the CITY agrees to cooperate fully with any audit conducted by the Auditor General and/or the DEPARTMENT and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Paragraph 6 will establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under this AGREEMENT for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

7. The CITY will vigorously enforce the CITY zoning and subdivision ordinances. The CITY will further maintain eligibility in the National Flood Insurance Program and will continue to adopt and enforce appropriate ordinances to satisfy the Federal Emergency Management Agency and the DEPARTMENT's requirements relative to the regulation of development in floodways and floodplains under the jurisdiction and control of the CITY.

8. The CITY will maintain all acquired flood prone property in an open, safe, neat and manageable condition from the time of closing with the private owner, hereinafter referred to as the "SELLER(S)," until fee title is transferred by the DEPARTMENT pursuant to Section F herein. Plans for redeveloping the property for open space public use will be subject to review and pre-approval by the DEPARTMENT.

9. The CITY will hold and save the DEPARTMENT and any of its duly appointed agents and employees harmless against any loss, damage, cause of action, fine or judgment, including all costs connected therewith such as attorney and witness fees, filing fees and any other expenses incident thereto, that may be incurred by reason of personal injury, death, property damage or any and all other claims or suits of whatsoever nature that might arise or result from or as a consequence of the implementation, construction, operation and maintenance of the PROJECT. The CITY will further hold the DEPARTMENT harmless in regard to the handling and disposal of any special or hazardous wastes which might be discovered on property rights acquired by the CITY in connection with this PROJECT. The CITY will not be obligated or responsible to hold the DEPARTMENT harmless against any loss, damages, costs or expenses arising out of the negligent acts or omissions by the DEPARTMENT or its agents or employees.

#### **D. ACQUISITION OF PROPERTY**

1. Acquisition of property means the fee purchase of real property, vacant or with fixed improvements, from private owners within the PROJECT area. Acquisition of property does not include the purchase of any real property owned by a unit of local government.

2. The DEPARTMENT will reimburse the CITY for property acquisition costs including associated transaction expenses (such as attorney fees, recording costs, associated appraisal costs and, if necessary, associated survey costs, preparation of legal descriptions and plat drawings costs, or other similar expenses), based on billings from the CITY and approved by the DEPARTMENT. Any expenses incurred by the CITY prior to the execution date of this AGREEMENT will be the sole responsibility of the CITY. Moving and relocation expenses are not reimbursable costs.

3. Property acquired will be purchased in fee with title running in the name of the People of the State of Illinois, Department of Natural Resources, Office of Water Resources. Property acquired will have title insurance coverage equal to the purchase price of each parcel. The approval of title by the Illinois Attorney General will be required before closing and will be coordinated by the DEPARTMENT.

4. Should litigation be necessary to quiet title in the purchase of any property, the CITY agrees to join such proceedings in accordance with direction given by the Illinois Attorney General's Office. Should the Attorney General hire a Special Assistant

Attorney General, such services will be paid by the DEPARTMENT as part of the PROJECT costs.

5. One written appraisal will be required for each parcel of property being acquired as part of the PROJECT. This appraisal will be done by a Certified General Appraiser, licensed in the State of Illinois, selected by the CITY, pursuant to a bid solicitation process and approved by the DEPARTMENT. The DEPARTMENT will have the right to require a second appraisal on any property. Should a second appraisal be required by the DEPARTMENT, a Certified General Appraiser, licensed in the State of Illinois and approved by the DEPARTMENT will be used and paid for directly by the DEPARTMENT as part of the PROJECT costs. If the SELLER desires an appraisal not required by the DEPARTMENT, the cost incurred for that appraisal shall be borne by the SELLER.

6. Salvage of any structural items may be removed by the SELLER only if the value of those items is deducted from the appraised value of the property and only if requested and identified by the SELLER before the property appraisal and only if permission is given by the DEPARTMENT in writing. The SELLER must remove the salvage by the time of closing. All structures must be demolished and all improvements must be demolished or removed by the CITY under an advertising/bid process approved by the DEPARTMENT. Only non-porous materials and non-porous items may be salvaged.

#### **E. CLEARANCE OF PROPERTY**

1. Clearance of property means the clearance of all structures from and the restoration to a safe and manageable condition of any property purchased with state funds, located within the PROJECT area. Clearance of property also includes sealing abandoned wells and private sewer disposal systems and the reshaping and reseeded of property to meet the public use plan. The DEPARTMENT will review and approve the CITY's property clearance and public use plans.

2. All abandoned water wells within the PROJECT area are required to be sealed in accordance with the rules and regulations of the Illinois Department of Public Health.

3. All abandoned private sewer disposal systems are required to be filled in and sealed in accordance with the rules and regulations of the Illinois Department of Public Health.

4. The DEPARTMENT will reimburse the CITY for clearance of property costs based on billings from the CITY and approved by the DEPARTMENT.

5. All contractors performing the clearance of property must be selected by the CITY pursuant to a bid solicitation and pre-approved by the DEPARTMENT.

6. The relocation or alteration of franchised, public or company owned utilities such as electrical, telephone and cable television lines, gas, oil, sewer and water pipelines within the PROJECT area are not reimbursable costs.

#### **F. TRANSFER OF PROPERTY**

1. Title to the property acquired under the terms of this AGREEMENT will be conveyed by the DEPARTMENT to the CITY as soon as possible after the closing between the DEPARTMENT and the SELLER, and all clearance of property has been accomplished. The DEPARTMENT will prepare a Quit Claim Deed covering each parcel of property acquired to convey fee simple title to the CITY and submit such to the Governor of Illinois for approval as provided by law, 615 ILCS 15/4. Upon approval by the Governor, the conveyance will be forwarded to the CITY for recording. The CITY will provide the DEPARTMENT with a copy of the recorded conveyance. The CITY will bear the cost of recording this conveyance. After the DEPARTMENT receives copies of the recorded final conveyances, the DEPARTMENT and the CITY will contact the title insurer and request that the property title be updated to include the final conveyance and that the title insurance policy be transferred to the name of the CITY for a nominal fee. Any expenses of title examination, survey and related work for this transaction will also be borne by the CITY. These expenses are not included as part of the PROJECT costs.

2. The CITY will assume responsibility for any legal, administrative or other expenses that may be incurred as a result of the transfer. Any taxes, general and special assessments, sewer assessments, water charges, utility charges and similar expenses are not to be apportioned and will be assumed by the CITY. The property will be conveyed in an "as is" condition. The DEPARTMENT will not be responsible for compliance with any notes or notices of violations of the law or municipal ordinances or requirements issued by any governmental body having jurisdiction against or affecting the premises.

3. The conveyance from the DEPARTMENT to the CITY will be subject to specific restrictive covenants that the property is dedicated in perpetuity for open space public use and purposes and that the CITY will faithfully manage the property for its designated open space purpose and for public use. Further, the restrictive covenants will not allow the CITY to erect or permit to be erected any structures or other improvements on the property unless such structures and improvements are pre-approved in writing by the DEPARTMENT to assure that they will not be subject to flood damage. All of the foregoing restrictive covenants and agreements will run with the property.

4. The property will be transferred from the DEPARTMENT to the CITY subject to zoning and building laws and ordinances, easements, agreements, reservations, covenants and restrictions of record, any statement of facts an accurate

survey might show, encroachments and variations from the record lines of hedges, retaining walls, sidewalks and fences and any prior reservation of minerals. The property will be transferred to the CITY, as accepted by the DEPARTMENT, from the SELLER.

5. The DEPARTMENT will reserve all present rights and any future rights which may occur to enforce the restrictive covenants or agreements both at law and in equity. The CITY agrees that any breach or threatened breach of the covenants and conditions may be enjoined upon the application by the DEPARTMENT. In addition, the Director of the DEPARTMENT will have the option to reclaim the property if the CITY fails to remove or correct any violation of the covenants or conditions within thirty (30) days after the mailing of written notice thereof by said Director to the CITY.

6. The CITY agrees that it will not convey the property or any interest therein without the express written approval and consent of the Director of the DEPARTMENT. The DEPARTMENT will only consider conveyance of the property by the CITY to another unit of government for open space public use and purposes. Any such unit of government must be willing to accept the restrictive covenants running with the property. Any conveyance document from the CITY to another unit of government must be approved by the DEPARTMENT before it is executed by the CITY or accepted by the unit of local government.

#### **G. MAINTENANCE OF PROPERTY**

1. The CITY agrees to maintain the property as public open space. If any property ceases to be used for public open space, it shall revert back to the DEPARTMENT.

**IN WITNESS WHEREOF**, the parties hereto have set their hands and seals the day and year written, and represent that the signatories below are duly authorized to execute this AGREEMENT on behalf of their respective bodies, and the effective date of this AGREEMENT is the date approved and executed by the Director of the DEPARTMENT.

**STATE OF ILLINOIS**

**RECOMMENDED:**

*Loren Wobig*  
Loren Wobig, Director  
Office of Water Resources

Date: 3-23-21

**APPROVED:**

*Colleen Callahan*  
Colleen Callahan, Director  
Department of Natural Resources

Date: 6-4-21

**APPROVED:**

*Renee Snow*  
Renee Snow, Legal Counsel  
Officer

Date: 6/2/2021

APPROVED FOR EXECUTION

Date: 6/2/2021

Legal Counsel: *Bob Meol*

**APPROVED:**

*Brad Colantino*  
Brad Colantino, Chief Fiscal

Date: 6-3-2021

**CITY OF WOOD DALE**

**ATTEST:**

*Lynn Curiale*  
Lynn Curiale, City Clerk

Date: 3-18-21

**APPROVED:**

*Nunzio Pulice*  
Nunzio Pulice, Mayor

Date: 5-18-21



ATTACHMENT A

City of Wood Dale

List of Potential Acquisition Sites

| ADDRESS                       | PROPERTY IDENTIFICATION NUMBER |
|-------------------------------|--------------------------------|
| 156 Edgebrook                 | 03-16-205-003                  |
| 185 Edgebrook                 | 03-16-203-030                  |
| 190 Forest View               | 03-16-201-044                  |
| 221 Forest View               | 03-16-202-013                  |
| 381 N. Grove                  | 03-09-413-012                  |
| <b>Alternate</b><br>426 Grove | 03-09-403-007                  |



TAXPAYER IDENTIFICATION NUMBER

I certify that:

- 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- 3. I am a U.S. person (including a U.S. resident alien).

- If you are an individual, enter your name and SSN as it appears on your Social Security Card.
- If you are a sole proprietor, enter the owner's name on the name line followed by the name of the business and the owner's SSN or EIN.
- If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's name on the name line and the d/b/a on the business name line and enter the owner's SSN or EIN.
- If the LLC is a corporation or partnership, enter the entity's business name and EIN and for corporations, attach IRS acceptance letter (CP261 or CP277).
- For all other entities, enter the name of the entity as used to apply for the entity's EIN and the EIN.

Name: City of Wood Dale

Business Name: City of Wood Dale

Taxpayer Identification Number:

Social Security Number \_\_\_\_\_  
or  
Employer Identification Number 36-6008457

Legal Status (check one):

- |  |   |
|--|---|
| <input type="checkbox"/> Individual  | <input type="checkbox"/> Governmental   |
| <input type="checkbox"/> Sole Proprietor   | <input type="checkbox"/> Nonresident alien  |
| <input type="checkbox"/> Partnership   | <input type="checkbox"/> Estate or trust  |
| <input type="checkbox"/> Legal Services Corporation  | <input type="checkbox"/> Pharmacy (Non-Corp.)   |
| <input checked="" type="checkbox"/> Tax-exempt   | <input type="checkbox"/> Pharmacy/Funeral Home/Cemetery (Corp.)                           |
| <input type="checkbox"/> Corporation providing or billing<br>medical and/or health care services     | <input type="checkbox"/> Limited Liability Company (select applicable tax classification) |
| <input type="checkbox"/> Corporation NOT providing or billing<br>medical and/or health care services | <input type="checkbox"/> D = disregarded entity   |
|  | <input type="checkbox"/> C = corporation  |
|  | <input type="checkbox"/> P = partnership  |

Signature: Patrick Hastings

Date: 03/22/2021