

Res 2014-05

STATE OF ILLINOIS / IDNR
OSLAD/LWCF PROJECT APPLICATION

DOC-3 RESOLUTION OF AUTHORIZATION

- 1. Project Sponsor: Wheaton Park District
- 2. Project Title: Central Athletic Field Improvements

The Wheaton Park District hereby certifies and acknowledges that it has the sufficient funds
(applicant)

necessary (includes cash and value of donated land) to complete the pending OSLAD/LWCF project within the timeframes specified herein for project execution, and that failure to adhere to the specified project timeframe or failure to proceed with the project because of insufficient funds or change in local recreation priorities is sufficient cause for project grant termination which will also result in the ineligibility of the local project sponsor for subsequent Illinois DNR outdoor recreation grant assistance consideration in the next two (2) consecutive grant cycles following project termination.

Acquisition and Development Projects

It is understood that the project must be completed within the timeframe established. The OSLAD timeframe is two years and LWCF is as specified in the project agreement. The last reimbursement request must be submitted within one year of the expiration date. Failure to do so will result in the Project Sponsor forfeiting all project reimbursements, and relieves DNR from further payment obligations on the grant.

The Wheaton Park District further acknowledges and certifies that it will comply with all
(applicant)

terms, conditions and regulations of 1) the Open Space Lands Acquisition and Development (OSLAD) program (17 IL Adm. Code 3025) or federal Land & Water Conservation Fund (LWCF) program (17 IL Adm. Code 3030), as applicable, 2) the federal Uniform Relocation Assistance & Real Property Acquisition Policies Act of 1970 (P.L. 91-646) and/or the Illinois Displaced Persons Relocation Act (310 ILCS 40 et. seq.), as applicable, 3) the Illinois Human Rights Act (775 ILCS 5/1-101 et.seq.), 4) Title VI of the Civil Rights Act of 1964, (P.L. 83-352), 5) the Age Discrimination Act of 1975 (P.L. 94-135), 6) the Civil Rights Restoration Act of 1988, (P.L. 100-259) and 7) the Americans with Disabilities Act of 1990 (PL 101-336); and will maintain the project area in an attractive and safe condition, keep the facilities open to the general public during reasonable hours consistent with the type of facility, cease any farming operations, and obtain from the Illinois DNR written approval for any change or conversion of approved outdoor recreation use of the project site prior to initiating such change or conversion; and for property **acquired** with OSLAD/LWCF assistance, agree to place a covenant restriction on the project property deed at the time of recording that stipulates the property must be used, in perpetuity, for public outdoor recreation purposes in accordance with the OSLAD/LWCF programs and cannot be sold or exchanged, in whole or part, to another party without approval from the Illinois DNR, and that development at the site will commence within 3 years.

BE IT FURTHER PROVIDED that the Wheaton Park District certifies to the best of its
(local project sponsor)

knowledge that the information provided within the attached application is true and correct.

This Resolution of Authorization has been duly discussed and adopted by the Wheaton Park District
(local project sponsor)

at a legal meeting held on the 18 day of June, 2014
[Signature]
(Authorized Signature)
PRESIDENT
(title)

ATTESTED BY: [Signature]
Secretary
(title)

ASSURANCE OF COMPLIANCE

Wheaton Park District _____ (hereinafter called "Applicant-Recipient"), HEREBY
(local agency name)

AGREES THAT IT will comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352), Section 504 of the Rehabilitation Act of 1973 (P.L. 93-112) as amended, the Age Discrimination Act of 1975 (P.L. 94 135), the Civil Rights Restoration Act of 1988 (P.L. 100-259) and the Americans with Disabilities Act of 1990 (PL 101-336), and all requirements imposed by or pursuant to the U.S. Department of the Interior Regulation (43 CFR 17) issued pursuant to these laws, to the end that no person in the United States shall, on the ground of race, color, creed, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives financial assistance from the U.S. Department of the Interior and HEREBY GIVES ASSURANCE THAT IT will immediately take any measures to effectuate this agreement.

If any real property or structure thereon is provided or improved with the aid of Federal financial assistance extended to the Applicant-Recipient by the U.S. Department of the Interior, this assurance obligates the Applicant-Recipient, or in the case of any transfer of such property, any transferee for the period during which the real property or structure is used for a purpose involving the provision of similar services or benefits. If any personal property is so provided, this assurance obligates the Applicant-Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Applicant-Recipient for the period during which the Federal financial assistance is extended to it by the U.S. Department of the Interior.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property discounts or other Federal financial assistance extended after the date hereof to the Applicant-Recipient by the bureau or office, including installment payments after such date on account of arrangements for Federal financial assistance which were approved before such date. The Applicant-Recipient recognizes and agrees that such Federal financial assistance will be extended in reliance on the representations and agreements made in this assurance, and that the United States shall reserve the right to seek judicial enforcement of this assurance. This assurance is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person whose signature appear's below is authorized to sign this assurance on behalf of the Applicant-Recipient.

June 18, 2014
(Date)

Wheaton Park District _____
(APPLICANT / RECIPIENT)
BY: Joe Kelly _____
(President, Chairman of Board or
Comparable authorized Official)

102 E. Wesley
APPLICANT/RECIPIENT MAILING ADDRESS

Wheaton IL 60187
CITY, STATE, ZIP CODE