

**CITY OF HOBART BOARD OF PUBLIC WORKS AND SAFETY**

**RESOLUTION NO. 2016-03**

**A Resolution Approving Real Estate Purchase Agreement Between Jason and Lori Gilliana (Seller) and City of Hobart (Buyer) and Authorizing the Execution of Indiana Coastal Grant Program Assurances**

WHEREAS; the Board of Public Works and Safety of the City of Hobart (Board) has been advised by the City Park Department that the Park Department Board of Park Commissioners have previously reached agreement in principle on the acquisition of a substantial portion of the tract of real property located on the Northern shore of Lake George, lying West of the Hobart Scout Cabin, East of Wisconsin Street, and South of the tracks of the Norfolk Southern Rail road, and legally described in Exhibit "A" to the proposed Real Estate Purchase Agreement, attached hereto as Exhibit "1" by the City of Hobart (City) for park purposes with Jason and Lori Gilliana (Seller), the owners of said tract ; and

WHEREAS, the purchase price of \$33,400 is being financed by the grant of \$16,700 to be received from the Indiana Department of Natural Resources, Indiana Coastal Grants Program, and the balance by the Indiana Department of Natural Resources, Bicentennial Nature Trust so that the acquisition of the property will be accomplished at no cost to the City except for the recordation and title update fees; and

WHEREAS, the duty to proceed with the purchase of the land under the attached Agreement is expressly conditioned upon the City's receipt of the grant funds referred to above in the specified amount, and that failing such receipt, the Agreement shall terminate at no cost or liability to the City; and

WHEREAS, the dead line for submission of the Purchase Agreement for said grant is March 3, 2016 and the Board of Park Commissioners is unable to meet on short notice to approve the Purchase Agreement which must be made part of the application before the deadline; and

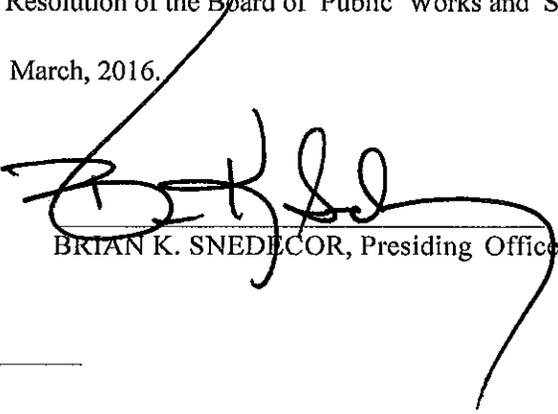
WHEREAS, the Indiana Department of Natural Resources, Indiana Coastal Grants Program also requires the execution of certain written assurances which are attached hereto as Exhibit "2;" and

WHEREAS, the Board of Public Works and Safety desires to approve said Agreement and Assurances so that the grant referred to above may be timely applied for and received, it being this Board's intention to transfer or assign the land to the City Park Department for proper management in the near future.

THEREFORE, BE IT RESOLVED by the Board of Public Works and Safety of the City of Hobart that:

1. The attached "Real Estate Purchase Agreement" is approved and adopted in all respects and the City Executive is authorized to execute same as the valid and subsisting act of the City; and
2. The Board approves and authorizes the City Executive to execute the Indiana Coastal Grants Program Assurances which are attached as Exhibit "2;"
3. The Clerk-Treasurer is requested to deliver executed copies of the above-referenced documents to the Seller and Seller's designee for inclusion in the grant application referred to above, forthwith.
4. The foregoing actions are contingent only on the adoption, by the Common Council of the City, of a Resolution expressing the Council's interest and approval in acquiring said real estate as required by I.C. §36-1-10.5-5.

ALL OF WHICH is adopted as the Resolution of the Board of Public Works and Safety of the City of Hobart on this Second day of March, 2016.

  
BRIAN K. SNEDECOR, Presiding Officer

ATTEST:

  
DEBORAH LONGER, Clerk-Treasurer

EXHIBIT "A"

LEGAL DESCRIPTION

All that part of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 36 North, Range 7 West of the 2<sup>nd</sup> Principal Meridian, in the City of Hobart, Lake County, Indiana, lying Southerly of the Southerly right of way line of the New York, Chicago and St. Louis Railroad and Northerly of Lake George, EXCEPTING Wisconsin Street, Connecticut Street, Block 16 and that part of Lake Shore Drive lying East of Connecticut Street as shown on the recorded plat of Hobart Lake Shore Subdivision in Plat Book 21 page 9, and since vacated.

And also EXCEPTING:

A part of the Southwest Quarter of the Northeast Quarter of Section 31, Township 36 North, Range 7 West of the 2<sup>nd</sup> Principal Meridian, in the City of Hobart, Lake County, Indiana, lying Southerly of the South right-of-way line of the Norfolk and Western Railway (formerly the New York, Chicago and St. Louis Railroad), described as follows: Beginning at the intersection of the East right-of-way line of Wisconsin Street with the South right-of-way line of the Norfolk and Western Railway; thence Easterly 49.60 feet on the South right-of-way line of the Norfolk and Western Railway; thence Southerly to a point which is South 179.06 feet on the East right-of-way line and the South right-of-way line of the Norfolk and Western Railway and East right-of-way line and the South right-of-way line of the Norfolk and Western Railway and East 30.0 feet perpendicular to the said East right-of-way line from said East right of way line; thence Southerly to a point on the East right-of-way line of Wisconsin Street which is South 249.06 feet on the said East right-of-way line from the intersection of the said East right-of-way line with the said South right-of-way line of said railway; thence Northerly 349.06 feet on the said East right-of-way line to the point of beginning.

**EXHIBIT "1"**

**REAL ESTATE PURCHASE AGREEMENT**

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is made as of March \_\_\_\_, 2016, by the City of Hobart, Indiana, a municipal corporation, by and through Brian K. Snedecor, Mayor ("Buyer") and Jason and Lori Gilliana ("Seller").

1. **Purchase.** Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, on the terms and subject to the conditions set forth in this Agreement, that parcel of real estate described as Parcel Number (45-09-31-253-001.000-018) and legally described on Exhibit A attached to this Agreement, together with all the improvements, fixtures, easements, hereditaments and appurtenances thereto (collectively, "**Property**"). Buyer shall not assume any liabilities of Seller, except as expressly described below.

2. **Purchase Price.** The total purchase price for the Property shall be Thirty-Three Thousand Four Hundred Dollars (\$33,400) ("Purchase Price"). Payment of the Purchase Price is due in full at closing.

3. **Title.**

(a) Seller agrees to transfer good and merchantable title to the Property to Buyer by Special Warranty Deed, subject only to such exceptions as are permitted by this Agreement ("Special Warranty Deed"). Seller shall, within ten (10) days from the date of this Agreement, obtain a commitment ("Title Commitment") to issue an owner's title insurance policy insuring Buyer in the amount of the Purchase Price, which shall be in the latest form approved by the American Land Title Association ("ALTA"). Buyer shall be responsible for the cost of the final owner's title insurance policy and all Closing costs. The Title Commitment must show good and merchantable title to the Property to be in Seller's name, subject only to beneficial easements and restrictions of record not impairing Buyer's intended use of the Property, and the requirements to be satisfied set forth in the Title Commitment and shall disclose no other easements, restrictions or encumbrances whatsoever. Buyer may also request that the title company issue certain endorsements with its final owner's policy of title insurance including, without limitation, the following endorsements: survey, tax parcel, contiguity, extended coverage, zoning, non-imputation, access, and others identified by Buyer (collectively, the "Endorsements"). Buyer shall be responsible for the cost of any Endorsements. Seller shall cooperate by providing Affidavits and other information requested by the title company in order for it to issue the Endorsements.

(b) Buyer shall notify Seller within ten (10) days after its receipt of the Title Commitment and (if requested) legible copies of all documents listed in the Title Commitment as exceptions, if the Title Commitment discloses any exceptions (a "**title defect**") not permitted by this Agreement. If any title defect is

**EXHIBIT "1"**

disclosed, Seller shall remove it at its cost on or before the Closing Date. In addition, Seller shall satisfy the requirements set forth in the Title Commitment on or before the Closing Date. If Seller fails or refuses to remove any title defect, then Buyer may: (i) proceed to closing, waiving the title defect; or (ii) terminate this Agreement (without any liability to Seller) by written notice to Seller.

4. **Survey.** Buyer may, at its expense, within thirty (30) days from the date this Agreement, obtain a current survey of the Property which locates the boundaries of the Property, all improvements to the Property, any easements or rights of way affecting or benefiting the Property and any encroachments across the boundaries of the Property. Buyer shall notify Seller within ten (10) days after its receipt of the survey if the survey shows any deviation from apparent boundaries or represented acreage, violation of zoning ordinances or building and use restrictions, flood hazard area, encroachment or condition (a "survey defect") which, in Buyer's judgment, would interfere with its use of the Property. Seller shall remove such survey defect at its cost on or before the Closing Date. If Seller fails or refuses to do so, then Buyer may: (a) proceed to closing, waiving the survey defect; or (b) terminate this Agreement (without any liability to Seller) by written notice to Seller.

5. **Inspection.** Buyer and its agents shall enjoy reasonable rights to, from time to time, inspect the Property prior to the Closing, and may enter upon the Property to perform the inspections referenced in this Agreement, so long as in doing so, Buyer obtains access through Seller. If required by the Indiana Responsible Property Transfer Law ("IRPTL"), IC 13-25-3-1 *et seq.*, Seller shall provide to Buyer a disclosure document in the form required by, and in timely compliance with, IRPTL. If Seller concludes that a disclosure document is not required by IRPTL, Seller (upon written request from Buyer) shall provide to Buyer an affidavit in a form acceptable to Buyer establishing the basis for that conclusion.

6. **Seller's Representations and Warranties.** To the best of Seller's knowledge, Seller represents and warrants to Buyer, which representations and warranties shall be true to the Closing Date, as follows:

(a) There are no pending or threatened condemnation proceedings against the whole or any part of the Property;

(b) There are no claims, litigation, proceedings, or disputes pending or threatened against or relating to the Property;

(c) The Property is free and clear of all violations of laws, ordinances, orders, codes, rules, regulations and building and use restrictions and Seller has received no communication (written or oral) to the effect that the Property is in violation of any laws, ordinances, orders, codes, rules, regulations or building and use restrictions;

**EXHIBIT "1"**

(d) Seller has full power and authority to enter into this Agreement, and to assume and perform all the obligations under this Agreement;

(e) There are no agreements, contracts, or leases, written or oral, which affect the Property in any manner other than this Agreement and any agreements disclosed by the Title Commitment;

(f) There has been no production, storage, transport, treatment, spillings, infiltration, or disposal upon the Property or, to the best of Seller's knowledge, any adjoining property of any hazardous wastes or toxic materials, including, without limitation, petroleum compounds, polychlorinated biphenyls, radon gas, urea formaldehyde foam insulation and asbestos;

(g) All buildings and fixtures (if any) which constitute a portion of the Property are accepted as-is, where-is, with no representation by Seller;

(h) There is no pending or, to the best of Seller's knowledge, proposed special assessment affecting or which may affect the Property or any part of the Property; and

(i) Seller has and will deliver to Buyer, good and merchantable title to the Property free and clear of all liens, mortgages and encumbrances, subject only to those exceptions permitted by this Agreement.

Subject to the above Representations and Warranties of Seller, the parties acknowledge that Buyer has had sufficient time to examine the Property and conduct meaningful due diligence. To the greatest extent allowed by law, Seller transfers Property and Buyer accepts Property as-is, where-is and any other warranty or representation of any kind is hereby disclaimed and waived, except for those warranties contained in or implied by law in the deed of conveyance.

7. **Contingencies.** The obligation of Buyer to close the transaction contemplated by this Agreement shall be contingent upon:

(a) Buyer's satisfaction with the results of its investigation of the compliance of the Property with applicable laws, ordinances and regulations, to be performed at Buyer's discretion and expense within thirty (30) days following the date of this Agreement, and the authorization of the Common Council of the City and the qualification of the purchase price through the average of two appraisals and approval of the sale by the City Board of Public Works and Safety as required by I.C. §§36-1-10.5-5 & 6;

**EXHIBIT "1"**

(b) Buyer's satisfaction with the results of such inspections of the Property as Buyer desires, to be performed at Buyer's discretion and expense within thirty (30) days following the date of this Agreement;

(c) Buyer's receipt of \$16,700 in grant funds from the Indiana Department of Natural Resources – Lake Michigan Coastal Program; and receipt of \$15,865 in grant funds from the Indiana Department of Natural Resources - Bicentennial Nature Trust Program; and \$835 in funds from the Lake County Legacy Foundation for purchase of the real estate under this Agreement.

(d) All representations and warranties of Seller set forth in this Agreement being true as of the Closing Date; and

(e) Seller having performed and complied in all material respects with all covenants, obligations and agreements to be performed or complied with by Seller on or before the Closing Date under this Agreement.

Buyer shall promptly commence and proceed diligently and in a reasonable manner to attempt to satisfy each of the contingencies set forth above, at Buyer's expense. Seller agrees to cooperate in such endeavor. If Buyer is unable to satisfy one or more of the contingencies, and is not willing to waive the contingency(ies), then Buyer may terminate this Agreement by notice to Seller without any liability whatsoever to Seller.

**8. Seller's Contingencies.** The obligation of Seller to close the transaction contemplated by this Agreement shall be contingent upon

(a) All representations and warranties of Buyer, as set forth in this Agreement, being true as of the Closing Date; and

(b) Buyer having performed and complied in all material respects with all covenants, obligations and agreements to be performed or complied with by Buyer on or before the Closing Date under this Agreement

**9. Closing.**

(a) The closing of the transactions contemplated by this Agreement (the "Closing") shall take place on or before **December 31, 2017**, or such other date as is mutually agreed upon by the parties following satisfaction of the conditions and contingencies set forth herein.

(b) At the Closing, Seller shall execute and deliver the following:

(i) The Special Warranty Deed, in recordable form;

**EXHIBIT "1"**

- (ii) Sales Disclosure Form;
  - (iii) A closing statement setting forth the Purchase Price and closing adjustments;
  - (iv) Vendor's Affidavit(s) and other Affidavits and documents in the forms prescribed by the title company for the removal of the standard printed exceptions and issuance of the Endorsements with the final title policy; and
  - (v) Any other documents reasonably necessary or legally required to evidence the transaction.
- (c) At the Closing, Seller shall deliver, or cause to be delivered, (i) the final owner's policy of title insurance including Endorsements or a "marked" commitment; and (ii) actual physical possession of the Property, free of all tenants or other occupants;
- (d) At the Closing, Buyer shall execute and deliver the following:
- (i) A closing statement setting forth the Purchase Price and closing adjustments; and
  - (ii) Any other documents reasonably necessary or legally required to evidence the transaction.
- (e) At the Closing, Buyer shall pay the cost of the final owner's title insurance policy (including Endorsements) and all recording and filing costs in connection with recording and filing the disclosure document if required by IC 13-25-3-8 and curing its title to the Property, and shall also pay any transfer tax for the Special Warranty Deed. Buyer shall pay the recording fee for the Special Warranty Deed, any costs incurred by the final owner in obtaining its inspections and the cost of any Endorsements.
- (f) The Purchase Price will be paid on or before the Closing Date.

10. **Taxes and Assessments.** Real estate taxes and assessments and any personal property taxes for the year 2015, due and payable in 2016 shall be the responsibility of Seller as well as all prior year taxes and assessments. Real estate taxes and assessments and personal property taxes for the year 2015 due and payable in 2016 or 2017 shall be prorated to the Closing Date on a calendar year basis with the Seller responsible for the real estate taxes and assessments and personal property taxes prior to the Closing Date and the Buyer responsible for all real estate taxes and assessments and personal property taxes accruing thereafter. In pro-rating taxes, the last known rate shall be used.

**EXHIBIT "1"**

11. **Real Estate Brokers.** The parties agree and represent to one another that no brokers are involved in this transaction who are entitled to a commission. In the event any broker makes a claim for remuneration in connection with this transaction, the parties agree to indemnify and hold harmless one another from any amount they may be required to pay to a broker they had not retained, including, without limitation, the legal costs and reasonable attorneys' fees expended to defend against such claim.

12. **Condemnation; Fire; Other Casualty.** Seller shall promptly notify Buyer of any impending or actual condemnation proceedings against the Property or any portion of the Property of which Seller has actual notice or any fire or other casualty to the Property. If any material portion of the Property shall be threatened to be taken as a result of condemnation proceedings or be damaged as a result of fire or other casualty prior to the Closing, Buyer shall have the right:

(a) To terminate this Agreement by written notice to Seller within ten (10) days after receipt of notice of such proceedings or damage, and in such event neither party shall have any further liability under this Agreement; or

(b) To proceed to closing as provided in this Agreement, agreeing to take the Property in its then-current condition, and in such event Buyer shall be entitled to receive all of the condemnation or insurance proceeds payable as a result of such condemnation or such damage.

If an immaterial portion of the Property shall be threatened to be taken or be taken as a result of condemnation proceedings or be damaged as a result of fire or other casualty prior to the Closing, Buyer shall proceed to closing as provided in this Agreement, agreeing to take the Property in its condemned or damaged condition, and in such event Buyer shall be entitled to receive all of the condemnation or insurance proceeds payable as a result of such condemnation or damage.

13. **Miscellaneous.**

(a) This Agreement shall be binding upon and inure to the benefit of Seller and Buyer and their respective successors, heirs, assigns, executors, administrators, and personal representatives. Buyer may freely assign this Agreement to any person or entity controlling, controlled by, or under common control with Buyer; provided that Buyer shall not be released from liability under this Agreement.

(b) All notices, requests, demands, and other communications under this Agreement shall be in writing and shall be deemed given when delivered by hand, sent by facsimile with confirmation, sent by a nationally recognized overnight mail service, or, if those services are not reasonably available, mailed (postage prepaid) by certified mail with return receipt requested:

**EXHIBIT "1"**

To Buyer at:

Hon. Brian Snedecor, Mayor  
City of Hobart  
414 Main Street  
Hobart, Indiana 46342  
To Seller at:

Jason Gilliana  
3703 Goodrich Rd  
Valparaiso, IN 46385

With a copy to:

Anthony DeBonis, Jr., City Attorney  
Smith & DeBonis, LLC  
214 Main Street  
Hobart, Indiana 46322  
With a copy to:

None Provided

Any Party may change that Party's contact information by prior written notice to the other Parties.

(c) Time is of the essence of this Agreement, except that Buyer may waive this provision for the purpose of meeting conditions and contingencies under this Agreement.

(d) This Agreement may not be amended, altered or modified unless done so in writing by the person against whom enforcement of any waiver, change, modification, or discharge is sought.

(e) The representations, warranties and agreements set forth in this Agreement shall survive the Closing.

(f) This Agreement and the exhibits to this Agreement contains all of the representations and statements by Seller and Buyer to one another and express the entire understanding between them with respect to the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

\_\_\_\_\_  
JASON GILLIANA ("Seller")

\_\_\_\_\_  
LORI GILLIANA ("Seller")

CITY OF HOBART, INDIANA,  
a Municipal Corporation ("Buyer")

**EXHIBIT "1"**

By: \_\_\_\_\_  
BRIAN K. SNEDECOR, MAYOR

APPROVED and ADOPTED by Resolution of the Board of Public Works and Safety of  
the City of Hobart on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
BRIAN K. SNEDECOR, Presiding Officer

ATTEST: \_\_\_\_\_  
DEBORAH A. LONGER, Clerk-Treasurer

**EXHIBIT "1"**

**EXHIBIT A**

**The Property**

**LEGAL DESCRIPTION**

All that part of the Southwest 1/4 of the Northeast 1/4 of Section 31, Township 36 North, Range 7 West of the 2<sup>nd</sup> Principal Meridian, in the City of Hobart, Lake County, Indiana, lying Southerly of the Southerly right of way line of the New York, Chicago and St. Louis Railroad and Northerly of Lake George, EXCEPTING Wisconsin Street, Connecticut Street, Block 16 and that part of Lake Shore Drive lying East of Connecticut Street as shown on the recorded plat of Hobart Lake Shore Subdivision in Plat Book 21 page 9, and since vacated.

And also EXCEPTING:

A part of the Southwest Quarter of the Northeast Quarter of Section 31, Township 36 North, Range 7 West of the 2<sup>nd</sup> Principal Meridian, in the City of Hobart, Lake County, Indiana, lying Southerly of the South right-of-way line of the Norfolk and Western Railway (formerly the New York, Chicago and St. Louis Railroad), described as follows: Beginning at the intersection of the East right-of-way line of Wisconsin Street with the South right-of-way line of the Norfolk and Western Railway; thence Easterly 49.60 feet on the South right-of-way line of the Norfolk and Western Railway; thence Southerly to a point which is South 179.06 feet on the East right-of-way line and the South right-of-way line of the Norfolk and Western Railway and East right-of-way line and the South right-of-way line of the Norfolk and Western Railway and East 30.0 feet perpendicular to the said East right-of-way line from said East right of way line; thence Southerly to a point on the East right-of-way line of Wisconsin Street which is South 249.06 feet on the said East right-of-way line from the intersection of the said East right-of-way line with the said South right-of-way line of said railway; thence Northerly 349.06 feet on the said East right-of-way line to the point of beginning.

EXHIBIT "2"  
Assurances

OMB Approval No. 0348-0040

**ASSURANCES - NON-CONSTRUCTION PROGRAMS**

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET.  
SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.**

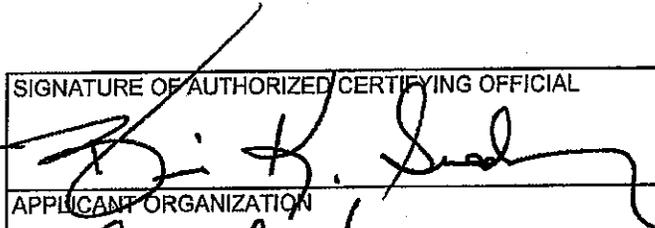
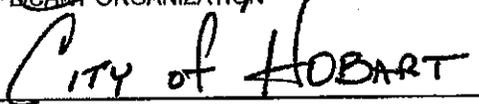
**NOTE:** Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

EXHIBIT "2"  
Assurances

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL 	TITLE 
APPLICANT ORGANIZATION 	DATE SUBMITTED 