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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2010 071516

2010 DEC -3 PM 1:24

REC'D
LAKE COUNTY

Attn: Recorder
Return to Denarie Kane, Director of Development, City of Hobart, 414 Main St.,
Hobart, IN 46342



CITY OF HOBART, INDIANA REDEVELOPMENT COMMISSION

Commercial Façade Grant Program Agreement

THIS AGREEMENT is made on the 30th day of November, 2010, by and between the REDEVELOPMENT COMMISSION OF THE CITY OF HOBART, INDIANA, a political subdivision of the State of Indiana ("RDC") and the following person or legal entity ("Applicant"):

Name of Applicant: Rudy Pavletic

Name and Address of Owner: Rudy Pavletic
517 E. 3rd Street, Hobart, IN 46342

Name of Business: Hobart Karate Center

Federal Tax ID Number of Applicant: 35-129720610

Address of Property to be Improved: 517 E. 3rd Street

WHEREAS, the Applicant is the owner, or the owner's qualified lessee or agent, with respect to a parcel of real estate, improved with one or more commercial buildings ("Building" or "Buildings"), located in the City of Hobart, Indiana, and within the Downtown Façade Grant Program Area established by the RDC ("District"), such parcel being legally described as follows:

THE EASTERLY 27 FEET OF THE NORTHERLY 34 FEET OF LOT 19, AND THE EASTERLY 27 FEET OF LOT 20, IN THE ORIGINAL TOWN OF HOBART, AS PER PLAT THEREOF, RECORDED IN PLAT BOOK "D" PAGE 423, IN THE OFFICE OF THE RECORDER OF LAKE COUNTY, INDIANA

#37
CKH
193615
CA

Parcel /property number: 45-09-32-176-012.000-018

and

WHEREAS, the Applicant has applied for a grant or grants from the RDC for financial assistance in the reconstruction or renovation of the façade of such Building or Buildings pursuant to the RDC's Hobart Downtown Façade Grant Program ("Program"); and

WHEREAS, the RDC, through the Program, has agreed to contribute, in its sole discretion, to the reimbursement of one-half (1/2) of the actual costs expended by the Applicant, as approved in advance by the RDC, for exterior improvements, reconstruction or renovation to the Building, (or for qualifying signage or for a qualifying awning, up to the sum of \$1,000.00 for each) in the amount stated below, but not to exceed \$50,000 or a different sum as authorized by the RDC; and

WHEREAS, the Applicant and the RDC have agreed to the terms, conditions and covenants governing the grant to be made as part of the Program for the improvement of the Building's façade, and the parties wish to document their agreement in this instrument.

THEREFORE, IT IS AGREED by the Applicant and the RDC, in consideration for the mutual promises, terms and conditions contained herein, and intending themselves to be legally bound, as follows:

Section 1. Grant. The RDC shall reimburse the Applicant for the cost of improvements to the façade of the Applicant's Building (and/or a qualifying single awning or sign, but only up to \$1,000.00 for each sign or awning) at the rate of one-half (1/2) of the approved contract cost of such improvements, limited to the following:

a. Costs actually expended by the Applicant for labor, materials and equipment for the installation, construction or application of the improvements, and the documentation of such expenditures complying with Section 8 herein;

b. Costs to be reimbursed shall be incurred pursuant to a construction contract or contracts approved prior to the commencement of work by the RDC;

c. The maximum amount of the grant made by the RDC subject to this Agreement shall not exceed \$1,700.00.

Section 2. Design. No façade improvement shall qualify for reimbursement, nor shall any such work commence until the design of the improvements, including the plans, design drawings, specifications and estimates for the work shall have been approved by the RDC. The Applicant, prior to submitting an application for grant approval and approval of the design, shall meet with the professional staff of the RDC and the Hobart Historic Preservation Commission ("HHPC") for historic preservation

recommendations with respect to the reconstruction or renovation of the Building façade. The design and configuration of the reconstruction, renovation and any awning or sign in connection with the Building façade shall comply in every respect with the Lake George Commercial Historic District Design Guidelines adopted by the RDC which are incorporated herein by reference and deemed a part of this Agreement. Likewise, the Applicant agrees to conform in every respect to the Program Guidelines, also adopted by the RDC, which are attached as Exhibit "A," and also deemed part of this Agreement. The design for the improvements, together with specifications for materials and other requirements are stated in the Applicant's application, approved by the RDC, attached hereto and made a part hereof as Exhibit "B."

Section 3. Permits and Land Use Standards. The Applicant shall obtain all building permits, zoning approvals or variances, site plan approvals and any other land use permit or clearance required for the proposed work, if any, under the laws of the State of Indiana and the Zoning and Subdivision Ordinances of the City of Hobart.

Section 4. Inspections and Reports. The staff of the RDC and HHPC shall periodically review the progress of the work on the facade improvements approved under the Program and inspect the work as necessary, but such inspections shall be in addition to, and not a part of, any permit inspections required by or undertaken by the Building Department of the City. All work which is not in conformance with the approved plans, design drawings or specifications shall be replaced and made to conform thereto and to the provisions of this Agreement. The Applicant shall submit to the RDC a written report on the progress of the façade renovation at the mid-point of the project, and shall submit a letter to the RDC notifying it of the completion of the work. The RDC shall then review and inspect the finished work and, if approved, shall arrange for payment of the grant funds to the Applicant.

Section 5. Future Maintenance. The Applicant and his or her successors and assigns shall maintain the improvements approved and undertaken pursuant to the Program with respect to Applicant's Building upon completion of the work and for a period of ten (10) years thereafter. Neither the Applicant nor his or her successors shall allow any alterations or changes to the façade improvements constructed and approved pursuant to the Program in finished form, including no changes to the approved design, specifications, color scheme, materials employed or configuration of facade elements unless any such proposed change is first submitted to the RDC for approval. Such changes shall be approved only if the original design as approved by the RDC and contained in the approved drawings, specifications, and plans are not substantially altered by the proposed change.

Section 6. Release and Indemnification. The Applicant, its agents, representatives, invitees and employees hereby release and discharge the City of Hobart ("City"), the RDC, the HHPC, and the officials, employees, consultants, and representatives thereof from any liability whatsoever arising from the grant or denial of approval of the Applicant's façade proposal, the performance of any work undertaken pursuant to any approved grant to the applicant, any liability for negligent design, the

payment or non-payment of contractors, sub-contractors, materialmen and suppliers, any claim under any prevailing wage laws, and any other liability which may arise by reason of or related to the Program. The Applicant also agrees to indemnify and hold harmless the City, the RDC, the HHPC, and the officials, employees, consultants, and representatives thereof from any and all liability on any claim, action or cause of action whatsoever, for any property damage, personal injury, or other liability, whether sounding in contract or tort, arising from or in any way related to the grant or denial of approval of the Applicant's façade proposal, the performance of any work undertaken pursuant to any approved grant to the applicant, any liability for negligent design, the payment or non-payment of contractors, sub-contractors, materialmen and suppliers, any claim under any prevailing wage laws and any other liability which may arise by reason of or related to the Program. The Applicant's duty of indemnification shall extend to and include reimbursement of the attorney fees and expenses of litigation of the City, the RDC, the HHPC, and the officials, employees, consultants, and representatives thereof who shall have the sole right to select and direct counsel and approve any settlement of any claimed property damage, personal injury, or other liability.

Section 7. Remedies, Failure to Comply. In the event that the Applicant fails to strictly comply with terms of this Agreement, or the terms, conditions, specifications, plans and drawings approved by the RDC in connection with the Applicant's application, the RDC may, at its sole discretion, deny payment of some or all of the grant approved for the project, require the Applicant to correct the non-conforming work at his own expense, or, in the case of completed work after payment of the grant funds, bring an action at law or in equity, as the RDC may determine, to compel adherence to the approved specifications, plans and drawings, or to recover the grant funds, together with attorney fees and expenses of litigation.

Section 8. Proof of Payment. Proof of payment and expenditures by the Applicant for the purpose of obtaining reimbursement from grant funds approved for the project shall consist of a cash receipt from the Applicant's contractor or vendor containing the name of the company or individual receiving the money, the date, the amount received, in what form payment was made (e.g., cash, check, etc.), the purpose of the payment (including a general description of the work being paid for and/or the material or goods supplied), and the signature of a company representative of the payee. Credit card receipts, properly marked invoices, and cancelled checks (front and back copies) containing all of the elements stated above shall also be acceptable.

Section 9. Verification. The Applicant, by executing this Agreement, affirms that the statements contained in the Applicant's application materials, this Agreement, and any documents supporting them are true under the penalty of perjury. Any misrepresentation of fact or other false statement made to the City of Hobart or RDC may be grounds for disapproval of the Applicant's application, or denial of payment of grant funds.

Section 10. Effect on Other Work. Nothing in this Agreement shall have any effect upon the Applicant's right to perform any work on the Applicant's Building outside of or not related to the façade improvements which are provided for herein.

Section 11. Term. This Agreement shall be effective for a period of ten (10) years from the date of completion and approval of the façade improvement work provided for in this Agreement. The Applicant agrees to supply a copy of this Agreement with written notice of its effectiveness to any subsequent owner or lessee of the Building or portion thereof containing the improvements.

Section 12. Grant of Encumbrance. The Applicant (and, in the event that the Applicant is not the owner of the building or buildings, the undersigned owner of the parcel of real estate described above which includes the applicant's building or buildings), hereby grants to the RDC an encumbrance upon the above described real estate improved by the façade grant provided for in this Agreement to secure the performance of the Applicant's and owner's continuing duty under Section 5 of this Agreement to maintain the facade improvements for the term of this Agreement. The parties agree that the encumbrance granted herein shall be deemed a performance mortgage, subject to foreclosure or enforcement by specific performance at the sole discretion of the RDC, including the grant of orders of a court of competent jurisdiction allowing the RDC to repair or otherwise maintain the facade improvements constructed hereunder. In that event, the RDC shall be entitled to assert an equitable lien upon the real estate for the costs of such maintenance and repair, and may foreclose upon such lien at its sole discretion. In any proceeding to enforce the performance mortgage or any lien granted hereunder, the RDC shall be entitled to recover its reasonable attorney fees and expenses of litigation. This Agreement shall be filed for recordation in the Office of the Recorder of Lake County, Indiana, and the grant of the performance mortgage and any liens created under this Section shall bind the heirs, successors and assigns of the Applicant and owner, and shall run with the title to the above described real estate.


Section 12. Other Provisions. This Agreement may be amended only in writing in an instrument executed by the parties. This instrument contains the entire agreement of the parties. Any promise, term, condition or representation which is not contained herein shall have no force or effect. The Applicant may not assign this Agreement or any of the rights and duties thereof without the express written permission of the RDC. The laws of the State of Indiana shall govern the construction and effect of this Agreement.


IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates given below.

CITY OF HOBART REDEVELOPMENT COMMISSION

By: Sheila DeBonis, President
SHEILA DEBONIS, President

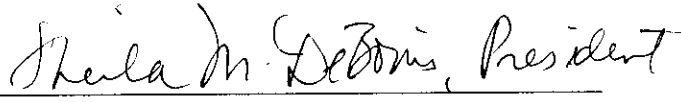
Rudy Pavletic ("Applicant")

By: 
Authorized Signatory

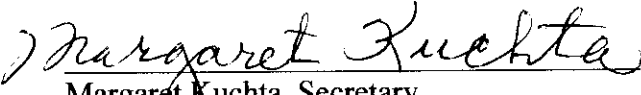
AGREED and APPROVED: 
Owner

Name printed: RUDY PAVLETIC

ADOPTED and APPROVED by the HOBART REDEVELOPMENT
COMMISSION on this 30th day of November, 2010.


Sheila DeBonis, President

ATTEST:


Margaret Kuchta, Secretary

STATE OF INDIANA)
) ss:
LAKE COUNTY)

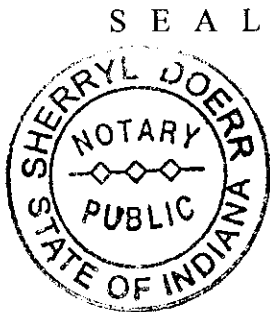
BEFORE ME, a duly appointed Notary Public in and for said County and State appeared SHEILA DEBONIS and MARGARET KUCHTA President and Secretary of the Hobart Redevelopment Commission, respectively, persons known to me, who acknowledged the execution and attestation of the above Agreement in said official capacities, as their voluntary acts for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this
30th day of November, 2010.

STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared Rudy Pavletic, Owner in the above instrument, a person known to me, who acknowledged the execution of the above Agreement, as his or her voluntary act for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this 30th day of November, 2010.



Sherryl Joerr
Notary public

Sherryl Joerr
Name Printed

My Commission expires: 6-9-18

County of Residence: Lake

I affirm under the penalty for perjury that I have taken reasonable care to redact each Social Security number in this document unless required by law. Anthony DeBonis, Jr.

*This Instrument prepared by Anthony DeBonis, Jr., City Attorney, City of Hobart,
SMITH & DeBONIS, LLC, 9696 Gordon Drive, Highland, Indiana 46322*

**CITY OF HOBART
REDEVELOPMENT COMMISSION
DOWNTOWN FAÇADE GRANT PROGRAM**

The Hobart Downtown Façade Grant Program is administered through the Hobart Redevelopment Commission (RDC) with project review and designs being approved by the Hobart Historic Preservation Commission.

Grant funds are available for exterior improvement for buildings located within the Lake George Commercial Historic District as well as commercially used buildings within the downtown that have been locally designated by the Hobart City Council. Grant amounts are ordinarily awarded up to \$50,000 per building. (This amount may be increased if necessary to remedy unforeseen building conditions that are discovered only after work begins, and some additional funds are necessary to complete the approved project design.) In addition, grants up to \$1,000 for signage and up to \$1,000 for an awning may also be awarded. However, the amount of the grant will be determined by the Redevelopment Commission based on the merits of the project, funds available and the number of grant requests under consideration.

PROGRAM GUIDELINES

1. Building/property and business may apply. Business owners must have the written consent of the property owner in order to apply for funds.
2. The project building should be located within the boundaries of the Lake George Commercial Historic District as set by the Historic Preservation Commission.
3. The project building should be commercially historic and architecturally significant. Priority will be given to buildings with inappropriately applied facades, signage or awnings.
4. For buildings along Main Street, rear facades facing Lake George are eligible only if the Main Street façade does not necessitate improvements.
5. Eligible work includes the repair and/or improvement of masonry, wood, windows, doors, signage and awning.
6. Routine maintenance, including repair or replacement of roof, is not eligible.
7. Painting Request will be considered on a case by case basis.
8. Before submitting an application, applicants must meet with staff for historic preservation recommendations in regard to the building renovation, signage or awning. Work must comply with the design guidelines of the proposed Lake George Commercial Historic District. Staff will be able to assist applicants with understanding the guidelines and their intent.
9. Projects must be completed within six months of approval. Projects are eligible for a six-month extension by written request. If the project is not completed on time, or a written request for an extension is not submitted to the Redevelopment Commission (RDC), approval will be rescinded.
10. Each project will be subject to a mid-project review by the RDC in order to determine if the approved work is being completed. The grantee must submit a mid-project report.
11. The grantee must send a letter stating project completion to the RDC in order to receive grant payment.
12. 100% of project cost will be paid by the grantee; upon submission of proof that all work has been completed and paid for the RDC will pay 50% of the approved project cost to the grantee.
13. Grant recipients must display required signage acknowledging assistance from the Hobart Redevelopment Commission (signage will be provided by the City of Hobart)

HOW TO APPLY

1. Before beginning a project, obtain an application and copy of the design guidelines from the Director of Development (City Hall, 414 Main Street)
2. Before submitting the application, schedule an appointment with staff. (*refer to step 8, above*)
3. Once completed the applicant should submit the application and attachments to the RDC. The application will be reviewed by both the RDC and Historic Preservation Commission. The applicant will be notified by mail whether or not the grant has been approved.
4. Once the applicant has received the approval letter, work may begin. The first 50% of the project cost will be paid by the applicant.
5. After 50% of the project is complete, submit a mid-project report to the RDC.
6. Once the mid-project report is received, applicant should continue the project until it is completed.
7. Once the project is completed send a letter, request for grant funds form and proof of payment to the RDC.

For more information on the Hobart Downtown Façade Grant Program, please contact the Hobart Redevelopment Commission at (219) 947-3407 or hobdev@crowne.net.

Exhibit "B"
CITY OF HOBART
REDEVELOPMENT COMMISSION
DOWNTOWN FAÇADE GRANT PROGRAM

APPLICATION

Address of Property: 517 E. 3RD STREET HOBART, IN 46342
Applicant Name: RUDY J. PAVLETIC
Mailing Address: ✓ 517 E. 3RD STREET HOBART, IN 46342
Property Owner: Yes No *If No, complete owner information and consent form*
Business Name: HOBART KARATE INC.

PROJECT DESCRIPTION			
Type of improvements to be made: <i>(check all that apply)</i>			
Awning <input type="checkbox"/>	Signage <input type="checkbox"/>	Masonry <input checked="" type="checkbox"/>	Windows <input type="checkbox"/>
Wood Repair <input type="checkbox"/>	Other <input type="checkbox"/> <i>(if other, please attach thorough description to application)</i>		

All applications must include a detailed outline of work to be done and supporting documentation. Attach the following:

1. Photographs clearly showing existing condition of the building and/or façade where project will take place
2. Plans drawn to scale and specifications outlining scope of work
3. Samples of paint colors and/or materials to be used (including signage and awning)
4. Project budget with cost estimates

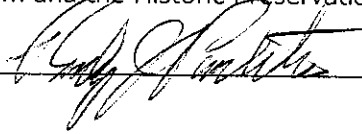
Total Cost of Improvements: \$ 3,400⁰⁰
Amount of Grant Funds Requested: \$ 1,700⁰⁰
Projected Project Start Date: OCT 9, 2010

THE PROJECT WILL BE COMPLETED BY <i>(contractors must be licensed with the City of Hobart)</i>		
Applicant <input type="checkbox"/>	Contractor <input checked="" type="checkbox"/>	Other <input type="checkbox"/>
Name of Contractor: <u>J. M. MASONRY (JOE MIRANDA)</u>		
Address of Contractor: <u>870 N. UNION ST GARY (MILLER) IN 46403</u> <u>938-9245</u>		

**CITY OF HOBART
REDEVELOPMENT COMMISSION
DOWNTOWN FAÇADE GRANT PROGRAM**

APPLICATION

I have read the Program Guidelines and understand that in order for my request for matching funds to be approved, I must agree to follow the Program Guidelines. Furthermore, I understand that I must follow the design guidelines for the City of Hobart Redevelopment Commission Downtown Façade Grant Program and the Historic Preservation Commission.

Signature:  Date: 11-4-10

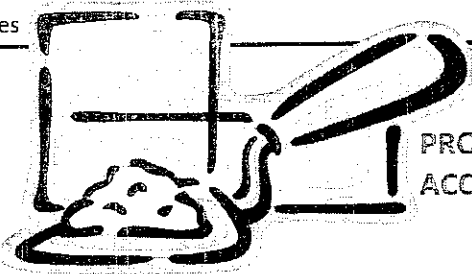
For Office Use Only	
Date Application Received: <u>11-4-10</u>	Date Application Reviewed by RDC: <u>11-19-10</u>
Date Application Reviewed by HPC: <u>10-19-10</u>	
Grant Approved: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	Amount Approved: \$ <u>4,750.00</u>
Date Applicant Notified: <u>11-19-10</u>	

J. M. MASONRY RESTORATION, INC

~ All Phases of Masonry Restoration ~

840 N. Union St.
Gary (Miller), IN 46403
jmmasonry@ymail.com

Office: (219) 938-9245 or (800) 523-1517
Cell: (219) 614-7819
Fax: (219) 939-9245



PROPOSAL &
ACCEPTANCE

PROPOSAL SUBMITTED TO <i>Mr. Rudy Panletic</i>	EMAIL	DATE <i>9-28-10</i>
ADDRESS <i>517 E. 3RD ST</i>	JOB NAME	
CITY, STATE, AND ZIP CODE <i>Hoosier, In 46342</i>	JOB LOCATION	
PHONE <i>942-0660.</i>	FAX	

We propose hereby to furnish the materials and perform the labor necessary for the completion of

① Brick up 2 window openings on West wall. Caulk perimeters

\$ 3400.00

RIP

- OR -

② ~~Remove rotted board-up on 2 west window openings & re-stud & plywood. Caulk & paint.~~

\$ 1800.-

We Propose hereby to furnish material and labor, complete in accordance with the above specifications, for the sum of:

_____ dollars (\$ _____)

PAYMENT TO BE MADE AS FOLLOWS

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or derivation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Invoice payment is due within fifteen (15) days of invoice date. Invoices past due thirty (30) days or more shall bear an interest charge of 2% per month on the unpaid balance from the date of this invoice. In the event it becomes necessary for J. M. Masonry Restoration, Inc., to refer this invoice to an attorney for collection, the Purchaser will pay to J. M. Masonry Restoration, Inc., in addition to the amount due and interest charges thereon, the cost of such collection to include reasonable attorney's fees, all payable without relief from valuation and appraisal laws.

Respectfully
submitted

Joe Miranda

Joe Miranda, President

Note: This proposal may be withdrawn by us if not accepted within _____ days.

ACCEPTANCE OF PROPOSAL — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

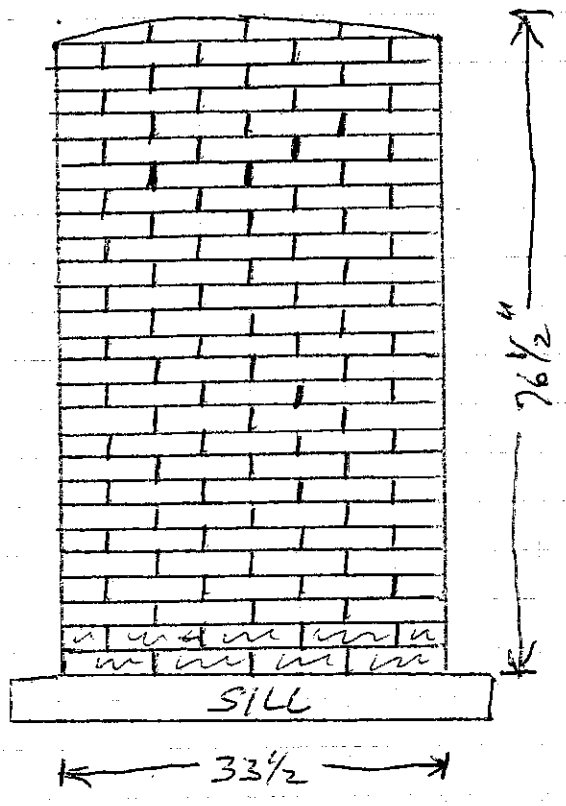
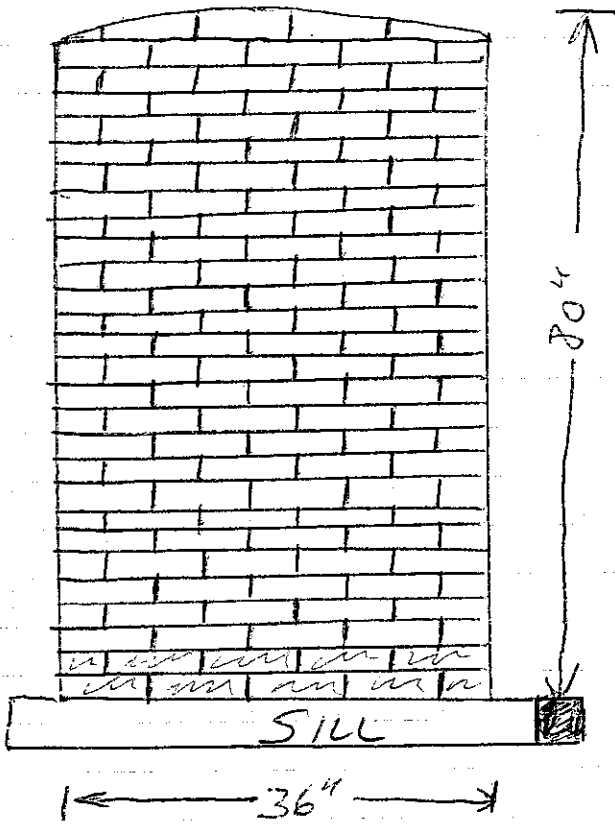
Signature

Rudy Panletic

Date of acceptance

10-6-2010

Signature



33 1/2" x 76 1/2"

J.M. MASONRY RESTORATION
840 N. Union St.
Gary (Miller), IN 45403
(219) 938-9245

**HOBART HISTORIC PRESERVATION COMMISSION
CERTIFICATE OF APPROPRIATENESS
STAFF REPORT**

File Number: HHPC 10- 03
Applicants Name: RUDY J. PAVLETIC
Address of Property: 517 E. 3RD STREET

DESCRIPTION OF PROJECT:

Seal two window openings with brick that are currently boarded up on west façade

APPLICABLE GUIDELINES:

Section 6(a)(c) of Ordinance No. 2007-31 of the City of Hobart requires a Certificate of Appropriateness to be used for "a conspicuous change in the exterior appearance of any historic building or any part of a appurtenance to such a building, including walls, fences, light fixtures, steps, paving and/or signs by additions, reconstruction, alteration, or maintenance involving exterior paint color is cited by individual ordinance;" As such a Certificate of Appropriateness must be issued for the work proposed at 517 E. 3RD Street

STAFF RECOMMENDATION:

The property, 517 E 3rd Street, is a contributing structure within the Lake George Commercial Historic District.

According to the design guidelines, decreasing that opening of windows is not recommended (pg 21) and it is encouraged to maintain original window openings. However, given that the windows are located on a façade that is not entirely visible from the sidewalk, an exception could be made to the guidelines.

Staff cannot recommend approval based on the guidelines, but will defer final decision to the HPC.

Note: A COA was approved by the HPC commission at the October 19 meeting. The decision was based on the low visibility of the windows and that the opening, while original, were built more for a functional use, than as a part of the overall building aesthetic and architectural design of the building.

*Filed by: Tiffany Tolbert
Date: 10/15/2010*