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STATE OF INDIANA
LAKE COUNTY
FILED FOR RECORD

2012 042605

2012 JUN 27 PM 1:55

MICHELLE R. FAJMAN
RECORDER



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 _____ day of June, 2012, 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"):

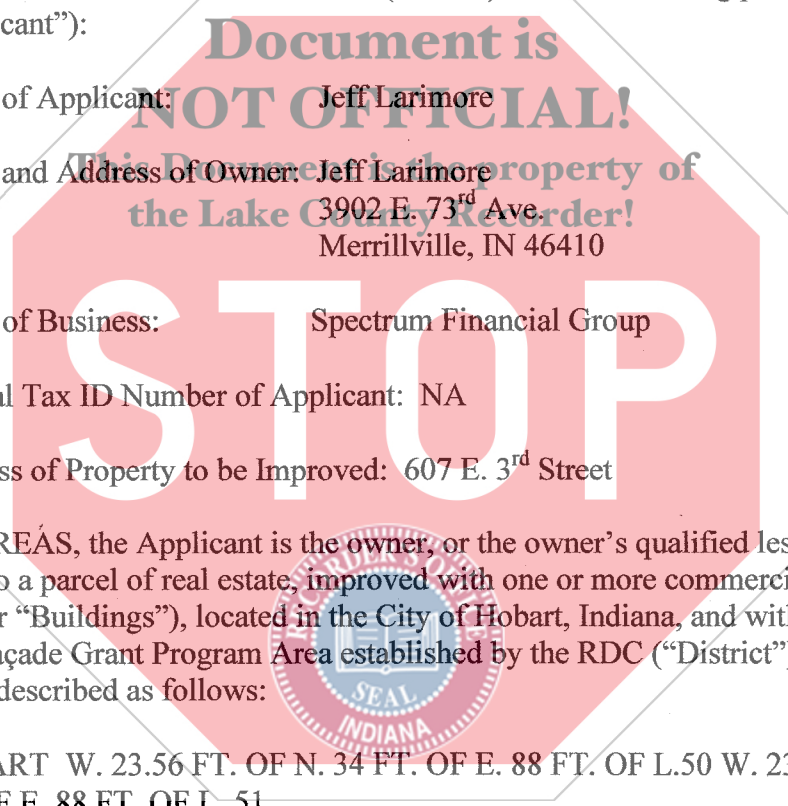
Name of Applicant: Jeff Larimore

Name and Address of Owner: Jeff Larimore
3902 E. 73rd Ave.
Merrillville, IN 46410

Name of Business: Spectrum Financial Group

Federal Tax ID Number of Applicant: NA

Address of Property to be Improved: 607 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:

HOBART W. 23.56 FT. OF N. 34 FT. OF E. 88 FT. OF L.50 W. 23.56 FT. OF E. 88 FT. OF L. 51

Parcel/property number: 45-09-32-177-008.000-018

and

AMOUNT \$ 39

CASH _____ CHARGE _____

CHECK # 19892096853

OVERAGE _____

COPY _____

NON-COM _____

CLERK aw

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; 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 \$4,882.88.

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 facade 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 facade 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 facade 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.

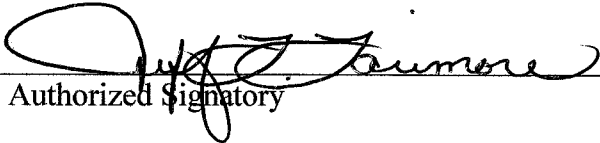
Section 12. Other Provisions. This Agreement may be amended only in writing in an instrument executed by the parties. This instrument contains the entire agreement of the parties. Any promise, term, condition or representation which is not contained herein shall have no force or effect. The Applicant 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.

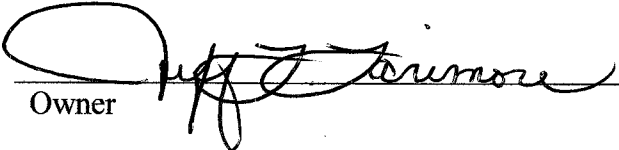
IN WITNESS WHEREOF, the parties have executed this Agreement as of the dates given below.

CITY OF HOBART REDEVELOPMENT COMMISSION

By: 
SHEILA DEBONIS, President


Jeff Larimore ("Applicant")

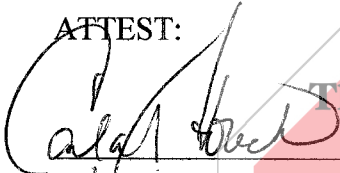
By: 
Authorized Signatory

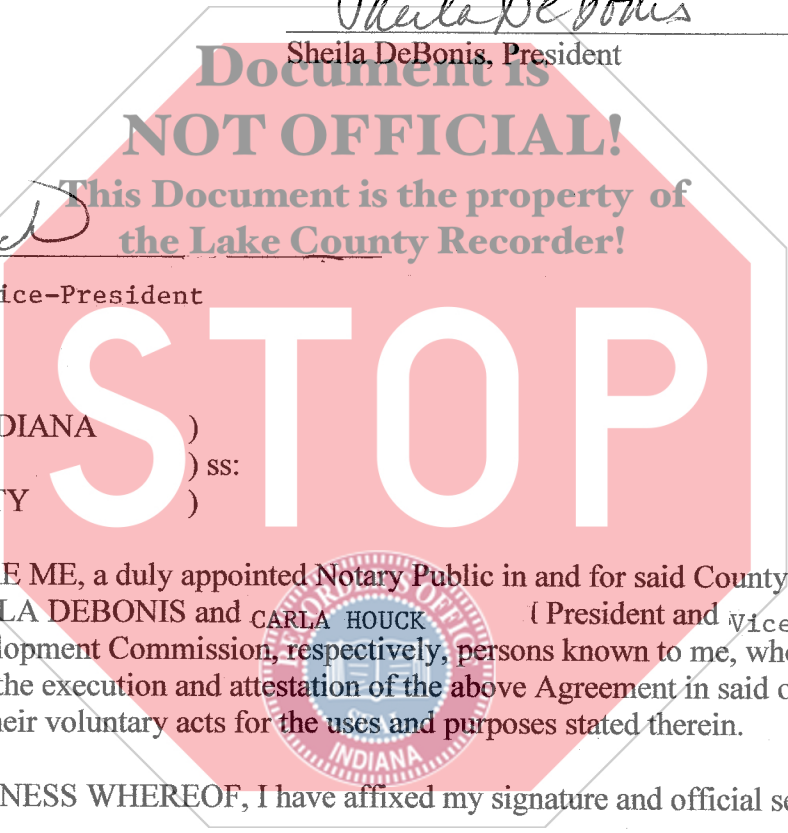
AGREED and APPROVED: 
Owner

Name printed: Jeff Larimore

ADOPTED and APPROVED by the HOBART REDEVELOPMENT
COMMISSION on this 13th day of June, 2012.


Sheila DeBonis, President

ATTEST:

Carla Houck-Vice-President

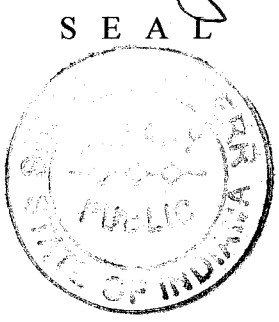


STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said County and State
appeared SHEILA DEBONIS and CARLA HOUCK (President and Vice-President 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
13th day of June, 2012.

Sherryl Doerr
Notary public



Sherryl Doerr
Name Printed

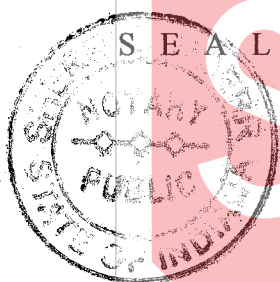
My Commission expires: 6-09-18

County of Residence: Lake

STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared Jeff Larimore, Applicant 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 13th day of June, 2012.



Sherryl Doerr
Notary public

Sherryl Doerr
Name Printed

My Commission expires: 6-09-18

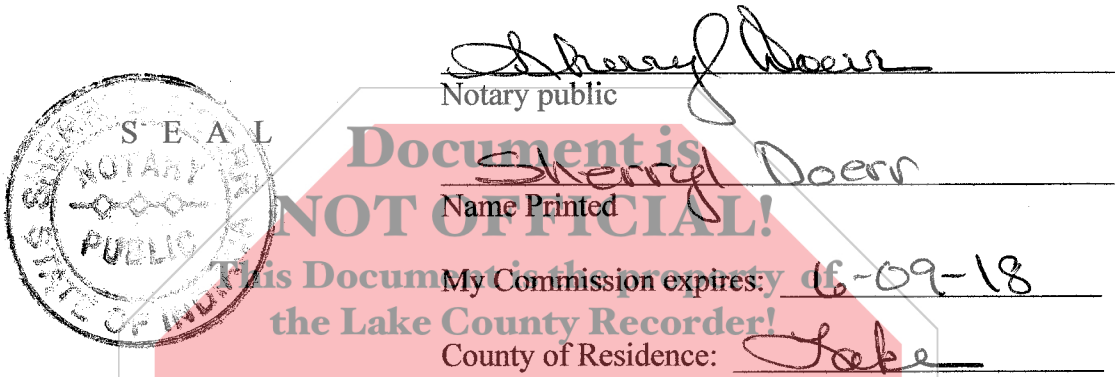
County of Residence: Lake



STATE OF INDIANA)
) ss:
LAKE COUNTY)


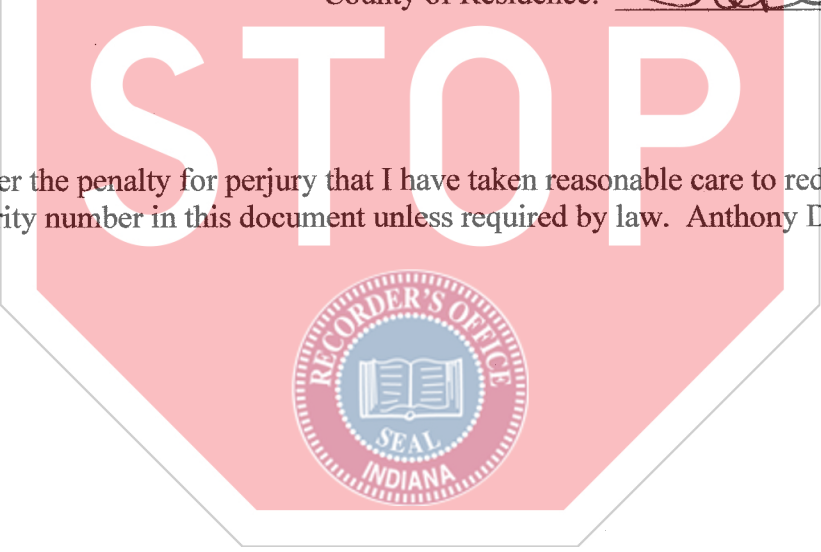
BEFORE ME, a duly appointed Notary Public in and for said County and State appeared Jeff Larimore, Owner in the above instrument, a person known to me, who acknowledged the execution of the above Agreement, as his or her voluntary act for the uses and purposes stated therein.

IN WITNESS WHEREOF, I have affixed my signature and official seal on this 13th day of June, 2012 .



Notary public Sherryl Doerr
Name Printed Sherryl Doerr
My Commission expires: 06-09-18
County of Residence: Lake

Document is NOT OFFICIAL!
This Document is the property of the Lake County Recorder!



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

ADDENDUM TO AGREEMENT WITH CITY OF HOBART, INDIANA

The following provisions are hereby added to that contract between Jeff L. LaRocca ("Contractor") and the City of Hobart Redevelopment Commission ("City") dated _____, and shall be deemed an integral part thereof:

Pursuant to the provisions of Public Law 171-2011 of the State of Indiana which added a new chapter to the Indiana Code designated as I.C. § 22-5-1.7-1, *et seq.*, the Contractor agrees as follows:

i) The Contractor agrees to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify Program (the Electronic Verification of Work Authorization Program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996) (Public Law 104-208), Division C Title IV, Section 403(a), as amended, operated by the United States Department of Homeland Security or a successor work authorization program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work authorization status of newly hired employees under the Immigration Reform and Control Act of 1986 (Public Law 99-603); and

ii) The Contractor is not required to verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify Program if the E-Verify Program no longer exists; and

iii) The Contractor, by and through its authorized signatory, agrees to sign an affidavit stating that the Contractor does not knowingly employ an unauthorized alien. The Contractor also agrees, by and through its authorized signatory, to sign an affidavit under oath that the Contractor has enrolled and is participating in the E-Verify Program;

iv) The Contractor agrees further that it shall not knowingly employ or contract with an unauthorized alien, or retain an employee or contract with the person that the Contractor subsequently learns is an unauthorized alien.

v) In the event that the Contractor violates any of the foregoing provisions of this subsection, the City must require the Contractor to remedy the violation not more than thirty (30) days after the date the City notifies the Contractor of the violation. In the event that the Contractor fails to remedy the violation within such period, the City shall be entitled to terminate this Agreement for breach and the Contractor shall be liable to the City for any actual damages.

vi) If the Contractor uses a subcontractor to provide services for work the Contractor is performing under this Agreement, the subcontractor shall certify to the Contractor in a manner consistent with federal law that the subcontractor, at the time of certification, does not knowingly employ or contract with an unauthorized alien and has enrolled and is participating in the E-Verify Program. The Contractor agrees to maintain on file the certification of a subcontractor throughout the duration of the term of the contract with the subcontractor.

ALL OF WHICH is agreed by the parties on this 13th day of June, 2012

Jeff L. LaRocca ("Contractor")

CITY OF HOBART REDEVELOPMENT
COMMISSION ("City")

BY: _____

BY: Sheila M. DeBouris

, President

ATTEST: Sheila M. DeBouris

Secretary

APR 25 2012

CITY OF HOBART
REDEVELOPMENT COMMISSION
DOWNTOWN FAÇADE GRANT PROGRAM
APPLICATION

City of Hobart
Clerk-Treasurer Office

Address of Property: 607 East Third Street Hobart

Applicant Name: Jeff Larimore Phone: 942-8287

Mailing Address: 607 East Third Street Hobart IN 46342

Property Owner: Yes No If No, complete owner information and consent form

Business Name: Spectrum Financial Group

Federal Tax ID #: N/A E-Mail JLarimore@frontier.com

Project Description

Type of Improvements to be made: (check all that apply)

Awning Signage Masonry Windows Wood Repair

Other (if other, please attach thorough description to application)

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: \$ ~~9,800~~ ^{\$} 9,765.76

Amount of Grant Funds Requested: \$ ~~4,900~~ ^{\$} 4,882.88

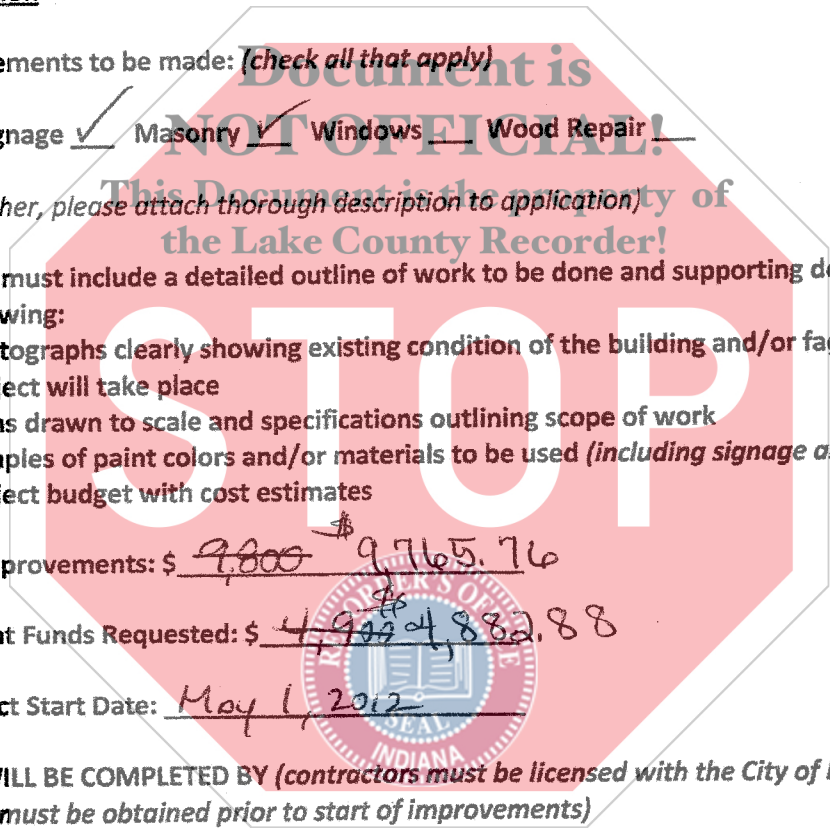
Projected Project Start Date: May 1, 2012

THE PROJECT WILL BE COMPLETED BY (contractors must be licensed with the City of Hobart and the proper permits must be obtained prior to start of improvements)

Applicant Contractor Other

Name of Contractor: Fulton Exteriors

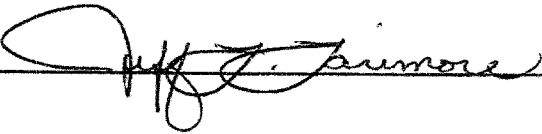
Address of Contractor: 130 S. Wabash St. Hobart IN 46342



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: 4/9/12

For Office Use Only:

Date Application Received: 4-25-12 Date Application Reviewed by RDC: 6-13-12

Date Application Reviewed by HPC: 5-15-12

Grant Approved: Yes No Amount Approved: \$ 4,882.88

Date Applicant Notified: 6-13-12



DESCRIPTION OF WORK TO BE DONE:

1. **Remove existing sign from front of building**
2. **Grind and tuckpoint entire second story on north elevation**
3. **Grind and tuckpoint entire east elevation**
4. **Remove and replace approximately 400 bricks on east elevation**
5. **Grind and tuckpoint entire south elevation**
6. **Waterproof the north, east, and south elevations**
7. **Repaint the lower portion of front of building**
8. **Place new signage above front window**
9. **Replace glass in front transom window (above apt door)**
10. **Place address numbers over entrance doors**



**CERTIFICATE OF APPROPRIATENESS (COA)
CITY OF HOBART
HISTORIC PRESERVATION COMMISSION**

File # 12-03
HPC Reviewed 5/15/12

Name: Jeff & Theresia Larimore

Mailing Address: 607 E. 3rd Street

Phone: 219-942-9287 (work)

Email: _____

Owner: Yes No

Property Address: SAME

Historic District: Lake George Historic District

<p>PROPOSED WORK <u>Remove existing sign from front of building, grind and tuck-point entire second story on north elevation, grind and tuck-point entire east elevation, remove and replace approximately 400 brick on east elevation, grind and tuck-point entire south elevation, waterproof the north, west and south elevation, repaint the lower portion of front of building w/ same colors, place new signage above front window (black with gold letters), replace glass transom window above apartment door, place address numbers over business entrance door</u></p> <p>APPROVED WORK <i>(if different from proposed work, specify changes or conditions)</i> _____ _____ _____ _____</p>



Memorandum to Planning/Building Official, a Certificate of Appropriateness has been:

Approved (if required, building permit will be issued)

Approved with Conditions (see above)

Denied

[Signature]
Department of Planning

6/4/12
Date

Fulton Exteriors

130 South Wabash St.
Hobart, IN 46342


Phone # 219-712-0233 fultonexteriors@aol.com
Fax # 219-945-1702

Estimate

Date	Estimate #
3/20/2012	4

Name / Address
Spectrum Financial Group Jeff Larimore

Project

Description	Total
Grind and tuckpoint entire second story on north elevation (200sq.ft). Grind and tuckpoint entire east elevation (710sq.ft). Remove and replace apprx. 200 brick on east elevation. Grind and tuckpoint entire south elevation (720sq.ft.). Remove and replace apprx. 175 brick on south elevation. Waterproof north, east and south elevations.	7,800.00
	
Signature <i>Jeff Larimore</i>	
Total	\$7,800.00