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STATE OF INDIANA
LAKE COUNTY
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MICHAEL B BROWN
RECORDER

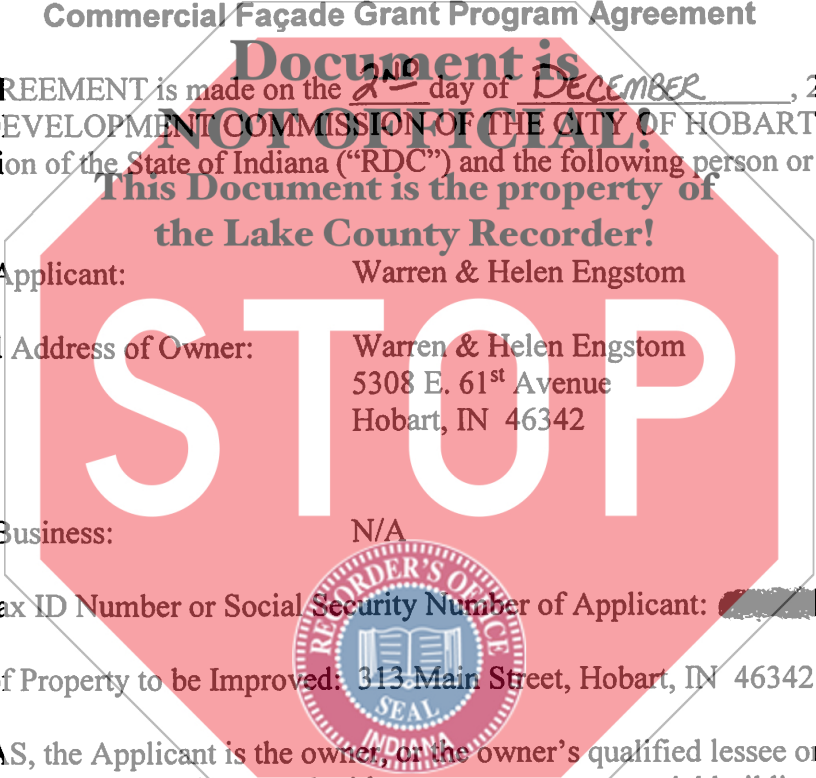
Attn: Recorder

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 2nd day of DECEMBER, 2019, 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: Warren & Helen Engstom

Name and Address of Owner: Warren & Helen Engstom
5308 E. 61st Avenue
Hobart, IN 46342

Name of Business: N/A

Federal Tax ID Number or Social Security Number of Applicant: [REDACTED]

Address of Property to be Improved: 313 Main Street, Hobart, IN 46342

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 Part N. 64.08 ft. Lot 19 & N. 21.67 ft. Lot 18

FILED

DEC - 3 2019

JOHN E. PETALAS
LAKE COUNTY AUDITOR

31298

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14 32399

am

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; 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 \$26,565.50.

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 the following periods:

Signs and awnings bearing business signage	five (5) years
All other awnings	ten (10) years
All building improvements	ten (10) years

With respect to signs and awnings bearing business signage, in the event the building is transferred to a new owner and the owner terminates the tenancy of the sign or awning business grantee prior to the expiration of the five-year maintenance period for such sign or awning, then neither the business grantee nor the building owner is required to maintain the sign or awning for the balance of the maintenance period, and the building owner shall immediately remove the sign or awning bearing business signage for the business which no longer exists on the premises at his or her own expense.

Neither the Applicant nor his or her successors shall allow any alterations or changes to signs or awnings except for the removal of a sign or awning bearing business signage as specified in the preceding paragraph, no sign, awning or 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.

During the Maintenance Period applicable to signs, awnings and facade improvements as stated above, the applicant, his or her successors and assigns, will be responsible for the

performance of periodic regular maintenance including but not limited to the annual cleaning of awnings, repair of worn, torn, frayed or broken sign or awning parts and materials, removal and touch up or repainting of faded or chipped paint and repainting with the same colors approved by the RDC as needed, repair of broken window glass, splintered or broken wood or metal trim, and all other reasonable measures to preserve the appearance of the sign, awnings or improvements.

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 façade 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 façade 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 13. 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: Carla Houck
Carla Houck, President

("Applicant")

By: Hele Engstrom
Authorized Signatory

AGREED and APPROVED: Hele Engstrom
the Lake County Recorder!

Name printed: HELEN A. ENGSTROM

ADOPTED and APPROVED by the HOBART REDEVELOPMENT COMMISSION on this 2ND day of DECEMBER, 2019.

Carla Houck
Carla Houck, President

ATTEST:

Marsha Plesac
Marsha Plesac, Secretary



STATE OF INDIANA)
) ss:
LAKE COUNTY)

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared Carla Houck and Marsha Plesac, President and Member 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.

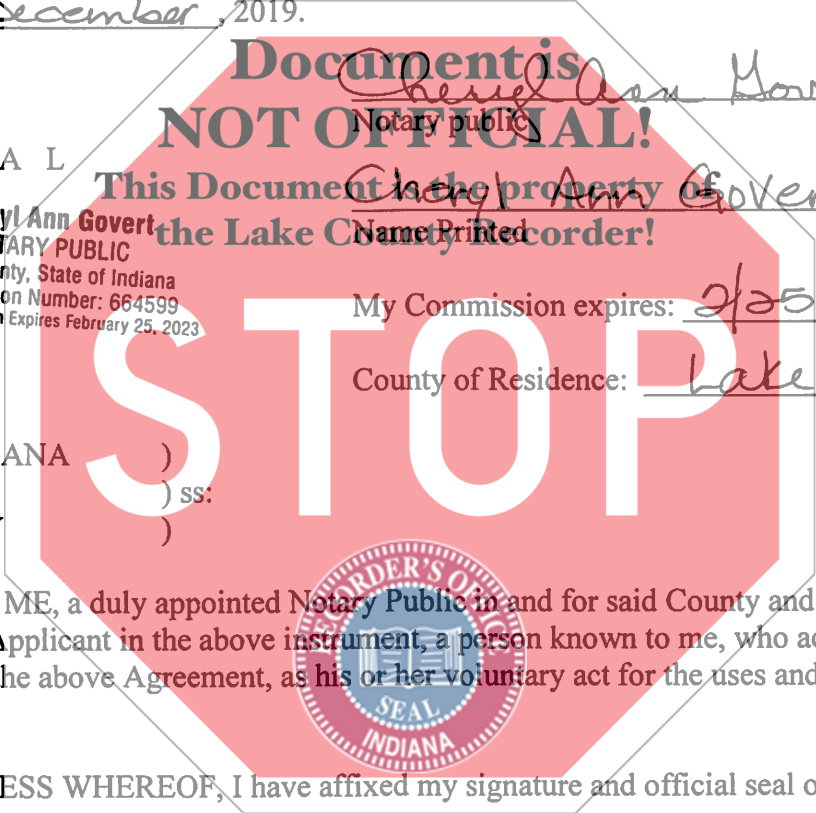
IN WITNESS WHEREOF, I have affixed my signature and official seal on this

2nd day of December, 2019.



Cheryl Ann Govert
NOTARY PUBLIC
Lake County, State of Indiana
Commission Number: 664599
My Commission Expires February 25, 2023

STATE OF INDIANA)
) ss:
LAKE COUNTY)



Document is Cheryl Ann Govert
NOT OFFICIAL!
Notary public

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the Lake County Recorder!
Name Printed

My Commission expires: 2/25/2023

County of Residence: Lake

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared HELEN ENGSTROM, 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

2nd day of December, 2019.



Cheryl Ann Govert
NOTARY PUBLIC
Lake County, State of Indiana
Commission Number: 664599
My Commission Expires February 25, 2023

Cheryl Ann Govert
Notary public

Cheryl Ann Govert
Name Printed

My Commission expires: 2/25/2023

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 HELEN ENOSTROM, 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

2nd day of December, 2019.

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Cheryl Ann Govert
Notary public

Cheryl Ann Govert
Name Printed

My Commission expires: 2/23/2025

County of Residence: Lake

STOP

SEAL
NOTARY PUBLIC
INDIANA

SEAL
RECORDERS OFFICE
INDIANA

Cheryl Ann Govert
NOTARY PUBLIC
Lake County, State of Indiana
Commission Number: 664599
My Commission Expires February 25, 2023

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., Hobart City Attorney, ANTHONY DeBONIS, JR. & ASSOCIATES ATTORNEYS AT LAW, LLC, 214 Main Street, Hobart, Indiana 46342

ADDENDUM TO AGREEMENT WITH CITY OF HOBART, INDIANA

The following provisions are hereby added to that contract between Gough ("Contractor") and the City of Hobart Redevelopment Commission ("City") dated 12/2/19, 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 2ND day of DECEMBER, 2019.

Gough ("Contractor")

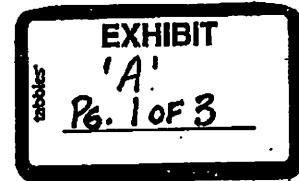
CITY OF HOBART REDEVELOPMENT COMMISSION ("City")

BY: [Signature]

BY: [Signature]
Carla Houck, President

ATTEST: [Signature]
Secretary

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



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 (HHPC). 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.

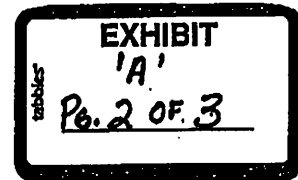
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GENERAL PROGRAM GUIDELINES

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the Lake County Recorder!**

1. Building/property owners and business owners 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 Hobart Historic Preservation Commission (HHPC).
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, awning, and decorative lighting for signs.
6. Routine maintenance, including repair or replacement of roof, is not eligible. Engineering fees, architectural fees, recording fees, and permit fees are not eligible.
7. Painting requests will be considered on a case by case basis.
8. Side and rear façades not facing public streets (Main, Center, 3rd Street, and Lake George) will only be considered if they are fully visible from public streets. (i.e. the entire length and width of the façade must be visible from a public right of way).
9. Before submitting an application, applicants must meet with HHPC staff for historic preservation recommendations in regard to the building renovation, signage, or awning. Work must comply with the design guidelines of the Lake George Commercial Historic District. Staff will be able to assist applicants with understanding the guidelines and their intent. A Certificate of Appropriateness (COA) must be received from the HHPC prior to submitting grant application.
10. Contractors hired to do the work must be licensed by the City of Hobart. If the applicant intends to do the work themselves, they must be licensed by the City of Hobart and provide no less than two (2) additional estimates for the same work from two (2) separate contractors who are licensed in the City of Hobart.
11. The grant is a reimbursable grant. The applicant must pay 100% of project cost up front. The Redevelopment Commission (RDC) will reimburse 50% of the approved project cost after submission of proof that all work has been completed and paid for in full.

CITY OF HOBART
REDEVELOPMENT COMMISSION
DOWNTOWN FAÇADE GRANT
PROGRAM GUIDELINES



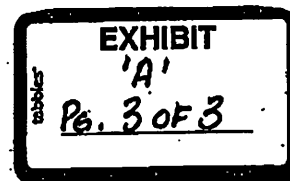
FAÇADE GRANT GUIDELINES

1. Approved projects are eligible for grant funding up to \$50,000.
2. Project work must be started within three (3) months of grant approval, and projects must be completed within six (6) months of their start. Projects are eligible for a six (6) month extension by written request to the Redevelopment Commission (RDC). If the project is not completed on time without written request for an extension, approval will be rescinded.
3. Each project will be subject to a mid-project review by the RDC in order to determine if the work is being completed in accordance with the project scope. The grantee must submit a mid-project report.
4. Grant recipients must display required signage acknowledging assistance from the Hobart Redevelopment Commission (this signage will be provided and installed by the City of Hobart).
5. Grant recipients are required to maintain all approved work for a period of ten (10) years as outlined in the grant agreement.
6. Grant recipients must comply with IC 22-5-1.7-1 (E-Verify Program) for grants over \$1,000.

SIGNAGE AND AWNING GRANT GUIDELINES

1. Signage and awning projects are eligible for funding up to \$1,000 apiece.
2. Eligible properties for signage and awning grants will be determined eligible based on their condition. Properties that do not warrant façade restoration, rehabilitation, or renovation will not be eligible for funding (condition assessment form will be used to document the property).
3. Proposed signage and awnings should be design and material appropriate and in accordance with the City of Hobart signage ordinance and Lake George Commercial Historic District Design Guidelines.
4. Signage advertising services, products, and materials are not eligible for grant funding.
5. Grant recipients are required to maintain approved signs and awnings bearing business signage for a period of five (5) years, and all other approved awnings for a period of ten (ten) years as outlined in the grant agreement.

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



HOW TO APPLY

1. Before beginning a project, obtain an application and copy of the design guidelines from the Department of Development (City Hall, 414 Main Street). Grant packets can also be found at www.cityofhobart.org.
2. Before submitting the application, schedule an appointment with staff (*see contact information below*).
3. Approval by the Hobart Historic Preservation Commission (HHPC) and issuance of a Certificate of Appropriateness (COA) for all façade, signage, and awning work must be received before grant applications will be reviewed (refer to Lake George Commercial Historic District Design Guidelines which are at www.cityofhobart.org). Applicants are required to attend HHPC meetings during the review of their COA application.
4. After COA approval is received, submit the grant application and required documentation to the Redevelopment Commission (RDC) staff. The grant application will be reviewed by the RDC. Applicants are required to attend RDC meetings during the review of their grant application and will be notified at the RDC meeting whether or not the grant has been approved.
5. Once the grant is approved by the RDC, a façade grant agreement must be signed and witnessed through notarization by the applicant, the building/property owner, and the RDC. The applicant will need to provide a money order or cashier's check to cover the recording fee for the agreement. After the grant agreement is recorded, the applicant may apply for any necessary building permits. Work may begin after building permits are issued.
6. After 50% of the project is complete, submit a mid-project report to the RDC.
7. Once the mid-project report is received, applicant should continue the project until it is completed.
9. Once the project is completed, submit the following grant reimbursement documents to the RDC staff: letter stating that the project is completed, Grant Fund Request Form, final waiver of lien(s), cancelled checks as proof of payment (or invoice showing zero balance along with contractor's affidavit), electronic copies of before & after photographs, and completed IRS Form W-9.
10. The grant reimbursement documents will be reviewed by the RDC. Applicants are required to attend RDC meetings during the review of their grant reimbursement. Once reimbursement documents are approved, the RDC will reimburse 50% of the approved cost to the applicant.

RDC Staff Contact:
Dawn Hostetler
Redevelopment Grant Manager
219-942-5517
dhostetler@cityofhobart.org

CITY OF HOBART REDEVELOPMENT COMMISSION DOWNTOWN FAÇADE GRANT PROGRAM APPLICATION

Address of Property: 313 MAIN ST

Applicant Name: WARREN G. ENGSTROM Phone: 942-4157

Mailing Address: 5308 E. 61ST AVE, HOBART, IN 46342

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

Business Name: N/A

Federal Tax ID #: 304-40-6364 E-Mail: wden@g@frontier.com

Project Description: This Document is the property of the Lake County Recorder!

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

Awning [] Signage [] Masonry [checked] 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: \$ 53,131.00

Amount of Grant Funds Requested: \$ 26,565.50

Projected Project Start Date: ASAP

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 [checked] Other []

Name of Contractor: BOUGH, INC

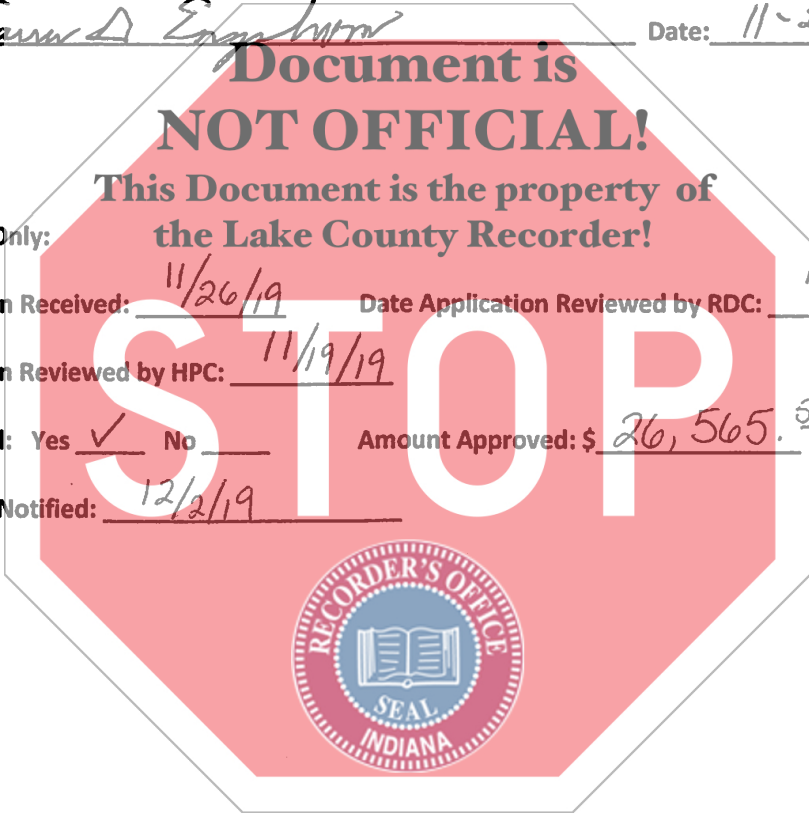
Address of Contractor: 2200 E. 88th DR, MERRILLVILLE 46410

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: *Walter D. Edgerton* Date: 11-21-19



For Office Use Only:

Date Application Received: 11/26/19 Date Application Reviewed by RDC: 12/2/19

Date Application Reviewed by HPC: 11/19/19

Grant Approved: Yes No Amount Approved: \$ 26,565.⁵⁰

Date Applicant Notified: 12/2/19

CITY OF HOBART
REDEVELOPMENT COMMISSION
DOWNTOWN FAÇADE GRANT PROGRAM

PROPERTY OWNER INFORMATION FORM

(Complete if applicant is not property owner)

OWNER OF PROPERTY:

Name: WARREN G. FROSTROM

Façade Improvement Property Address: 313 MAIN ST., HOBART, IN 46342

Address of owner: 530 N. E. 6th AVE., HOBART, IN 46342

Phone: Home 942-4157 Work 414 Cell 219-707-1507

E-mail: wherg@frontier.com

Is property owner aware of proposed project? Yes NO

Property Owner Signature: Warren G. Frostrom

Before grants are awarded this signed property owner consent form is required



ACKNOWLEDGEMENT OF COMPLIANCE WITH FAÇADE GRANT GUIDELINES

RETURN THIS ACKNOWLEDGEMENT FORM WITH YOUR APPLICATION

READ CAREFULLY THE FOLLOWING DOCUMENTS:

- Lake George Historic District Design Guidelines
- City of Hobart Redevelopment Commission Downtown Façade Grant Program Guidelines
- Façade/Awning/Signage Grant Checklist
- Sample Commercial Façade Grant Program Agreement



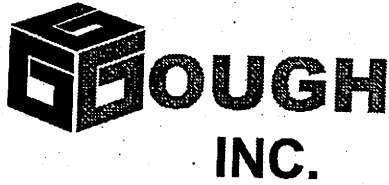
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You have been provided a copy of the current City of Hobart Downtown Façade Grant Program Guidelines, Façade/Awning/Signage Grant Checklist, and Sample Commercial Façade Grant Program Agreement. Your signature below indicates that by receiving this information, you agree to comply with all provisions.

Warren M Engstrom
Signature

11-21-19
Date

WARREN G. ENGSTROM
Printed Name



2200 EAST 88TH DRIVE
MERRILLVILLE, IN 46410
T: (219) 756-2200
F: (219) 756-7368

EXHIBIT
'B'
Pg. 5 of 9
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Date: 11/27/2019

Pages: 3

To: Warren Engstrom

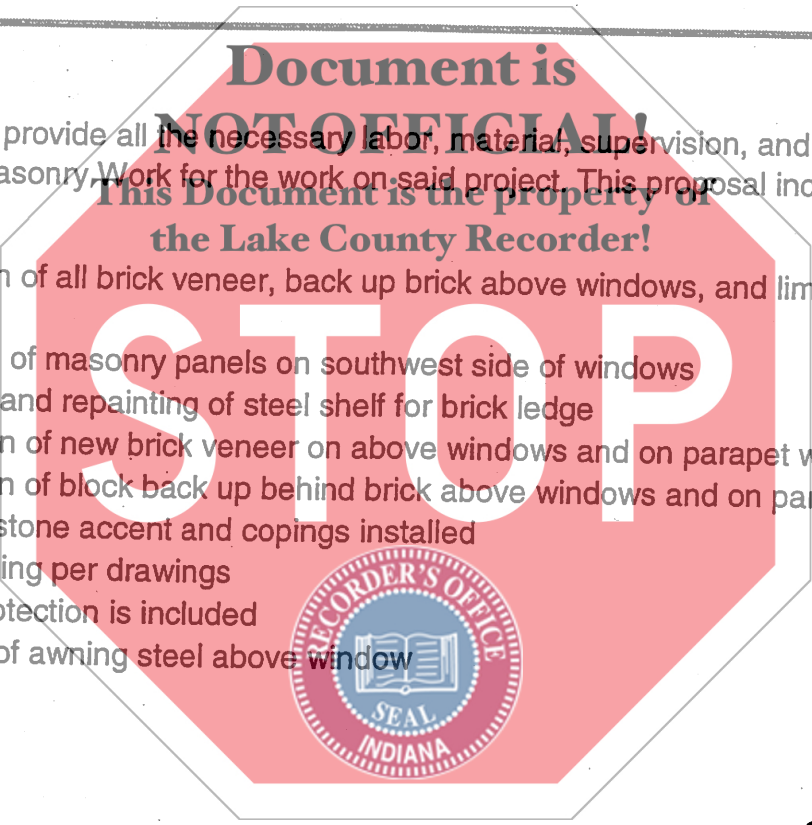
Company: Dollar General

From: Jason Barnard

Project: Dollar General Phase III
313 Main St
Hobart IN

Gough, Inc. will provide all the necessary labor, material, supervision, and equipment to complete the Masonry Work for the work on said project. This proposal includes the work as follows

- Demolition of all brick veneer, back up brick above windows, and limestone copings.
- Resetting of masonry panels on southwest side of windows
- Cleaning and repainting of steel shelf for brick ledge
- Installation of new brick veneer on above windows and on parapet wall
- Installation of block back up behind brick above windows and on parapet walls
- New limestone accent and copings installed
- New flashing per drawings
- Winter protection is included
- Removal of awning steel above window



Base Bid

\$53,131

Sincerely,

Jason Barnard
Project Manager/Estimator

Proposal Conditions

- Work is to be done during Day shift business hours, Monday through Friday.
- Temporary water and 220V Electric to be provided by others.
- Adequate staging for equipment and materials to be provided by others.
- Escalation for labor increases in June of 2020 is not included.
- Proposal may be withdrawn if not accepted within 30 days.
- Does not include installation of FYPON or Efface TBD later by the City of Hobart
- Mortar Coloring not included
- Sealers not included



Gough, Inc. Terms and Conditions

This quotation when accepted by Gough, Inc. (hereinafter called "Gough") shall constitute a valid and binding contract between the party to whom it is given (hereinafter called "Owner") and Gough which shall be interpreted and governed by Indiana law.

Gough shall invoice the Owner not less than once a month for labor and materials and any other services which have been performed by Gough at the jobsite. Payment shall be due net thirty (30) days. Should the Owner fail to pay any invoice within thirty (30) days, Gough may suspend further work or the furnishing of further materials and labor without prejudice to any of it's rights or claims against the Owner.

The Owner or the Owner's architect, engineer or other authorized representative shall check and approve all layout drawings, detail drawings and other plans and drawings relating to the work or work and materials to be furnished by Gough. Gough shall be furnished with approved copies of all such drawings or plans before it shall have any obligation to furnish any materials or perform any work at the jobsite; but if Gough consents to order and does order materials or perform labor at Owner's request before receipt of approved plans or drawings, it may nevertheless refuse to perform further work or materials at a subsequent time until approved plans and drawings are received.

Work and material furnished without approved plans and drawings shall be paid for by the Owner as invoiced by Gough. Any payment not made when due under this agreement shall be payable with interest at 8%, Gough's costs, disbursements and expenses including reasonable attorney fees.

The approved plans and drawings shall constitute all the requirements that shall be the responsibility of Gough at the job, and Gough shall have no responsibility to furnish any service or materials other than those shown on the plans and drawings. Gough further shall only be bound to the design or load requirements shown on plans and drawings. If any additions or deletions are made from drawings, they shall be considered additions to or deletions from the contract and appropriate adjustments in the contract price shall be made. Gough shall not be accountable for anything not shown on the drawings or covered by Owner's written change order, countersigned by Gough. This agreement plus the approved plans and drawings shall constitute the entire final agreement between the Owner and Gough. Gough agrees to use it's best effort to complete it's work and labor as close to the completion date as possible. Completion shall be subject to receipt of materials from suppliers, receipt of final approved drawings, and subject to changes in delivery from suppliers, strikes and other conditions beyond the control of Gough. The jobsite shall at all times set out in this agreement for work to be performed by Gough be kept in such condition that forklifts, trucks and other equipment required for the work to be performed by Gough shall be able to have ready access to the locations where work is to be performed. If the jobsite conditions do not allow such ready access as determined by Gough, the work to be performed by Gough shall be discontinued until the requirement is fulfilled. All work to be placed by others at the jobsite prior to the work to be performed by Gough shall be placed and completed accurately and correctly so as not to interfere with any of the work to be performed by Gough. If prior work performed by others is in place inaccurately or incorrectly, any extra work, services or materials which Gough may have to furnish to properly adjust and fix its work shall be chargeable to and it is agreeable by the owner as an extra at standard rates as determined in the industry on the date the work is performed. The Owner shall furnish water and electricity on the jobsite at no cost to Gough.

All extra work and materials furnished are to be paid in full ten (10) days after completion and billing by Gough. No further extra work will be performed until outstanding invoices for previous extras are paid in full.

No change in this agreement or in the final approved plans or drawings as applied to work to be performed by Gough will be valid without Gough's written consent.

Gough shall be entitled to cancel this agreement upon the happening of any of the following events:
The insolvency of the Owner, the filing by or on behalf of the Owner of a voluntary petition in bankruptcy; the filing of an involuntary petition to have the Owner declared bankrupt provided it is not vacated within thirty (30) days from the date of filing; the appointment of a Receiver or Trustee for the Owner provided such appointment is not vacated within thirty (30) days from the date of appointment; or the execution by the Owner of an assignment for the benefit of creditors.

Accepted by: N/A Date: 12-2-19
Company Name

Authorized Signature: Warren G Engstrom Title: 1 N/A

Print Name: WARREN G ENGSTROM





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SEAL
INDIANA

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

EXHIBIT
'B'
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tabbles

File # HHPC 19-10
HPC Reviewed 11/19/2019

Name: Gough, Inc. (contractor)

Mailing Address: 2200 East 88th Drive Merrillville, IN 46410

Phone: 219-405-5233

Email: N/A

Owner: Yes No

Property Address: 313 Main Street

Historic District: Lake George Commercial HD

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PROPOSED WORK


- Demolition of structurally failing brick parapet wall down to the storefront window
- Installation of new parapet wall to match dimensions of existing, composed of CMU backing, a red brick (Belden 470-479) veneer, and a cast stone drip edge
- Installation of new awning and signage

APPROVED WORK (if different from proposed work, specify changes or conditions)

- Veneer brick will match existing coursing at the storefront level
- Parapet wall will be topped with a limestone capstone
- Metal trim from a past canopy will be removed and replaced. New trim material and dimensions to be reviewed and approved by city staff.

NOT APPROVED:

- Installation of new awning and signage

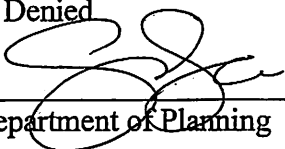


Memorandum to Planning/Building Official, a Certificate of Appropriateness has been:

Approved (if required, building permit will be issued)

Approved with Conditions (see above)

Denied


Department of Planning

11.26.19
Date