

# NOT AN OFFICIAL DOCUMENT

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RECORDER  
STATE OF INDIANA  
LAKE COUNTY  
FILED FOR RECORD

2021-033613

3:14 PM 2021 Apr 22

## CITY OF HOBART, INDIANA REDEVELOPMENT COMMISSION

### Commercial Façade Grant Program Agreement

THIS AGREEMENT is made on the 19<sup>TH</sup> day of APRIL, 2021, 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: Tomas Gielazyn

Name and Address of Owner: Tomas Gielazyn  
7780 McIntosh Dr.  
Orland Park, IL 60462

Name of Business: Master Guy Demolition

Federal Tax ID Number or Social Security Number of Applicant: 82-1531081

Address of Property to be Improved: 347 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 S. 37 Ft. L.16

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.

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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 \$8,250.00.

**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

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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 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 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 façade 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 façade 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

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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



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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 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

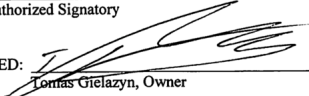
By:  \_\_\_\_\_

Carla Houck, President

("Applicant")

By:  \_\_\_\_\_

Authorized Signatory

AGREED and APPROVED:  \_\_\_\_\_

Thomas Gielazyn, Owner



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

22nd day of April, 2021.



Notary public

Roseann Montes

Name Printed

My Commission expires: 11/30/2025

County of Residence: Lake



S E A L

**Roseann Montes**  
NOTARY PUBLIC

Lake County, State of Indiana  
Commission Number: 708082  
My Commission Expires November 30, 2025

STATE OF INDIANA )  
) ss:  
LAKE COUNTY )

BEFORE ME, a duly appointed Notary Public in and for said County and State appeared Tomas Gielazyn, 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

22nd day of April, 2021.



Notary public

Roseann Montes

Name Printed

My Commission expires: 11/30/2025

County of Residence: Lake



S E A L

**Roseann Montes**  
NOTARY PUBLIC

Lake County, State of Indiana  
Commission Number: 708082  
My Commission Expires November 30, 2025

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*

# NOT AN OFFICIAL DOCUMENT

## ADDENDUM TO AGREEMENT WITH CITY OF HOBART, INDIANA

Wilson General

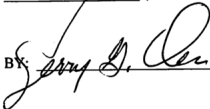
The following provisions are hereby added to that contract between Contracting & Consulting Services, LLC ("Contractor") and the City of Hobart Redevelopment Commission ("City") dated 4/19/21, and shall be deemed an integral part thereof:

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:

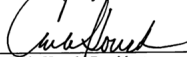
- i) The Contractor agrees to enroll in and verify the work eligibility status of all newly hired employees of the Contractor through the E-Verify Program (the Electronic Verification of Work Authorization Program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996) (Public Law 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.

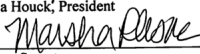
ALL OF WHICH is agreed by the parties on this 19<sup>TH</sup> day of APRIL, 2021.

Wilson General Contracting & Consulting Services, LLC ("Contractor")

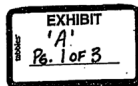
BY: 

CITY OF HOBART REDEVELOPMENT COMMISSION ("City")

BY:   
Carla Houck, President

ATTEST:   
Secretary

CITY OF HOBART  
REDEVELOPMENT COMMISSION  
DOWNTOWN FAÇADE GRANT  
PROGRAM GUIDELINES

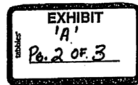


The Hobart Downtown Façade Grant Program is administered through the Hobart Redevelopment Commission (RDC) with project review and designs being approved by the Hobart Historic Preservation Commission (HHPC). Grant funds are available for exterior improvement for buildings located within the Lake George 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.

### GENERAL PROGRAM GUIDELINES

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, 3<sup>rd</sup> 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



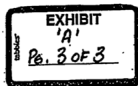
## FAÇADE GRANT GUIDELINES

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

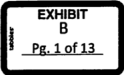
1. Before beginning a project, obtain an application and copy of the design guidelines from the Department of Development (City Hall, 414 Main Street). Grant packets can also be found at [www.cityofhobart.org](http://www.cityofhobart.org).
2. Before submitting the application, schedule an appointment 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](http://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](mailto:dhostetler@cityofhobart.org)



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Revised 1-5-2012



CITY OF HOBART  
REDEVELOPMENT COMMISSION  
DOWNTOWN FAÇADE GRANT PROGRAM  
APPLICATION

Address of Property: 347 MAIN ST Hobart, IN 46342

Applicant Name: Tomas Cielazyns Phone: \_\_\_\_\_

Mailing Address: 7790 Mcintosh DR. Orland Park, IL 60962

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

Business Name: N/A

Federal Tax ID #: 821531081 E-Mail masterguydemolition@gmail.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: \$ 16,500<sup>00</sup>

Amount of Grant Funds Requested: \$ 8250<sup>00</sup>

Projected Project Start Date: 5/2021

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: Kerry G. Wilson

Address of Contractor: 4204 S 72nd Ct. Valparaiso, IN. 46385

# NOT AN OFFICIAL DOCUMENT


Revised 1-5-2012

EXHIBIT  
B  
Pg. 2 of 13

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: 3/29/2021

For Office Use Only:

Date Application Received: 3/30/21 Date Application Reviewed by RDC: 4/19/21

Date Application Reviewed by HPC: 3/16/21

Grant Approved: Yes  No  Amount Approved: \$ \_\_\_\_\_

Date Applicant Notified: \_\_\_\_\_

Property of Lake County Recorder

# NOT AN OFFICIAL DOCUMENT

EXHIBIT  
B  
Pg. 3 of 13

Revised 1-5-2012

CITY OF HOBART  
REDEVELOPMENT COMMISSION  
DOWNTOWN FAÇADE GRANT PROGRAM  
PROPERTY OWNER INFORMATION FORM

*(Complete if applicant is not property owner)*

OWNER OF PROPERTY:

Name: Tomasz Gielazyn Agent: Kerry G. Wilson

Façade Improvement Property Address: 347 MAIN ST Hobart IN

Address of owner: 1780 McIntosh Dr. Orland Park, IL 60962

Phono: Home 708-770-1935 Work \_\_\_\_\_ Cell \_\_\_\_\_

E-mail: masterguysdemolition@gmail.com

Is property owner aware of proposed project? Yes  NO


Property Owner Signature: 

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

County Recorder

## ACKNOWLEDGEMENT OF FAÇADE GRANT PROCEDURE

I understand that an approval of a Certificate of Appropriateness (COA) by the Hobart Historic Preservation Commission (HHPC) does not constitute approval of any façade, signage, and/or awning grant by the Hobart Redevelopment Commission (RDC). Furthermore, I have been advised and understand that **no building permits can be issued, no materials can be purchased, and no work can be started until the RDC approves my grant application AND a grant agreement is executed.** My signature below indicates my understanding and compliance with this provision of the Façade Grant Program.

  
\_\_\_\_\_  
Signature

3/25/2021  
\_\_\_\_\_  
Date

Tomas Gielazyn  
\_\_\_\_\_  
Printed Name

## 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.



Signature

3/29/2018

Date

Tomasz Gielazyn

Printed Name

## ***Contract Of Agreement Between;***

### ***Tomas Gielazyn , Owner, Master Guy Demolition and Kerry G. Wilson, General Contractor***

The purpose of this document is to establish the contractual relationship between Tomas Gielazyn/ Master Guy Demolition and the General Contractor/ Kerry G. Wilson. This will form an agreement whereby the duties and responsibilities of the General Contractor and Tomas Gielazyn shall be established.

This Agreement made this 17<sup>th</sup> day of March, 2021, shall be fulfilled upon the issuance of a green tag from the City of Hobart Building and Planning Department indicating that the work and workmanship has been completed and meets the City of Hobart building code requirements.

**Scope of Work: Kerry Wilson/General Contractor shall provide labor, demolish and dispose (20 yard container) of 347 Main Street reconstruction. Install new (3) 4x6 windows in the front west elevation. Remove and replace 2 steel doors, and install 5 new windows on the south elevation. Install new treated 3/4" plywood in original sign spacing (3'x20'). Paint plywood almond in color, swatch provided to Historical Society office. Remove interior weight bearing steel column on the southwest corner of the building. Mr. Hannigan required this in his inspection. Provide temporary support, remove exterior brick and plywood in affected area. Install new column, apply new plywood, and new brick in affected area.**

Master Guy Demolition, Tomas Gielazyn, Owner and General Contractor/Kerry G. Wilson agree as follows:

Article 1: Execution of Work Tomas Gielazyn shall accommodate all materials, equipment, waste management and pay contract labor as listed in the scope of work.

#### Article 2: Laws, Permits, Fees and Notices

The General Contractor/ Kerry Wilson shall give notices and comply with laws, ordinances, rules, regulations and orders of public authorities bearing on performance of the Scope of Work defined in this Contract. The General Contractor shall secure and pay for permits and City of Hobart fees, licenses and inspections necessary for proper execution and completion of the work.

**Article 3: Clean Up**

The General Contractor/Kerry Wilson shall keep the premises and surrounding area free from the accumulation of waste materials or rubbish caused by operations performed under contract.

**Article 4 :** The General Contractor shall supply liability insurance and workman's compensation provided by his insurance provider for the work to be performed.

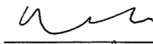
**Article 6: Tomas Gielazyn** shall pay the General Contractor /Kerry Wilson: The following will be provided by the General Contractor.

- .Professional Services
- .Workman's Compensation
- .Liability Insurance
- .Permits and Fees/ City of Hobart, Indiana 46342
- .Labor

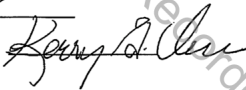
**Total Amount of Contract: \$16,500.00    Down Payment: \$7,750.00**

**Article 7: Final Payment: \$8,750.00** This will constitute the entire unpaid balance of the contract sum. This will be paid by Tomas Gielazyn, when such work is fully performed in accordance with the requirements of the agreement, and the City of Hobart has issued a Green Tag of completion to the General Contractor.

Tomas Gielazyn, Owner



Kerry G. Wilson, General Contractor



Date 3/17/2021



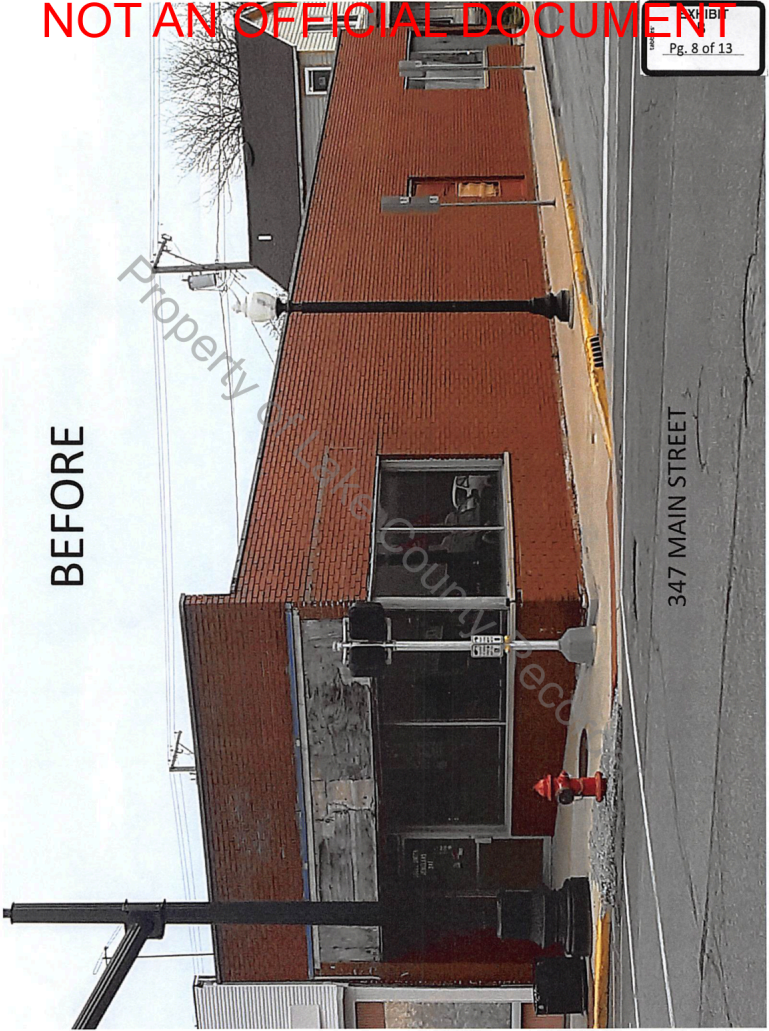
NOT AN OFFICIAL DOCUMENT

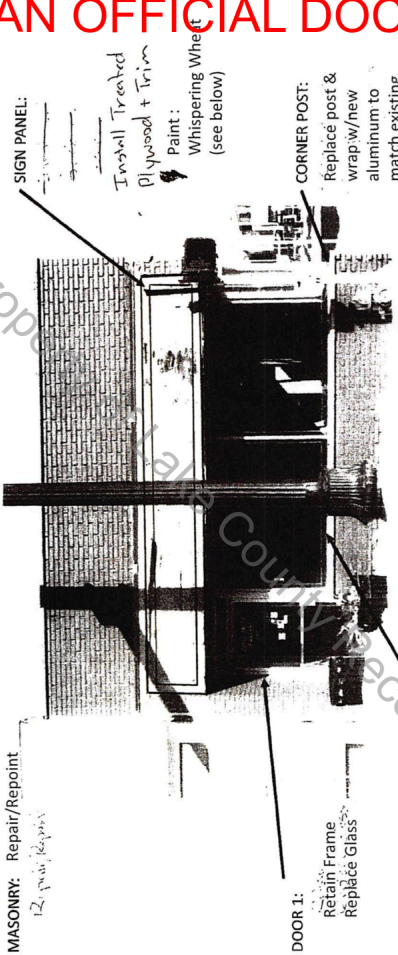
EXHIBIT  
Pg. 8 of 13

BEFORE

Property of Lake County, Inc.

347 MAIN STREET





MASONRY: Repair/Repoint

*12' wide, 8' high*

SIGN PANEL:

*12' wide, 8' high*

*Install Treated Plywood + Trim*

Paint:

*Whispering Wheat (see below)*

DOOR 1:

Retain Frame  
Replace Glass

WINDOWS: Retain Frame  
Replace Glass

CORNER POST:

Replace post & wrap w/new aluminum to match existing

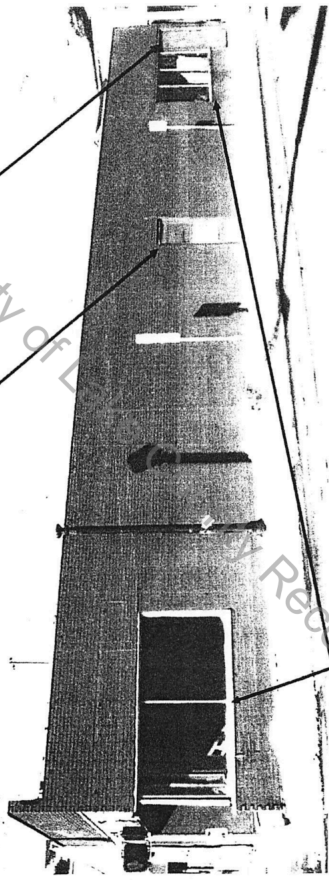
347 MAIN STREET



MASONRY: Repair/Repoint.

DOOR 2: Replace in kind  
w/Steel Door  
(with knob)

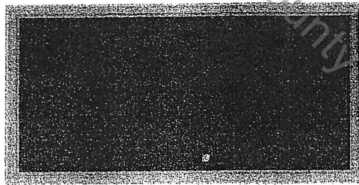
DOOR 3: Remove Security Gate  
Retain Door & Frame



WINDOWS: Retain Frame  
Replace Glass's

347 MAIN ST



Commander® 36"W x 80"H Primed Steel Flush Exterior Door System - Right Inswing  
Model Number: 4141062 | Menards® SKU: 4141062



Nominal Size: 36" W x 80" H

Door Swing: Right Hand

\*Merchandise is in the form of merchandise credit check, valid for store only. Merchandise credit check is not valid towards purchases made on MIBARDS.COM®.

 <b>FREE Ship To Store</b> 6 In-Stock at PORTAGE Get it as soon as 03/04/2021 Check Another Store for Availability.	 <b>Shipping</b> Available
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Property of Lake County Recorder

## Description & Documents

Rest easy at night knowing that your entryway is being guarded by this Commander® steel door. Its sturdy, functional design offers quality and long-lasting security to your home. It is primed and ready to be painted the perfect color to complement your décor. This door has a right inswing, which means the knob is on the right side when you pull the door toward you.



Dimensions: Rough Opening: 38-1/4" W x 82" H and Brick Opening: 42" W x 82-

3/4" H; Frame Width: 4-9/16"

Shipping Dimensions: 84.88 H x 41.88 W x 5.94 D

Shipping Weight: 73.0 lbs

Brand Name: Commander

COMMANDER®

## Specifications

Color/Finish	Primed	Deadbolt Bore	No
Door Construction	Primed Steel	Door Style	Flush
Door Swing	Right	Door Thickness	1-3/4 Inch
Frame Material	Primed Wood	Frame Width	4-9/16 Inch
Hinge Finish	Primed	Includes	Hinges, Sill, Frame, Preassembled Door Slab, Brickmould
Lockset Bore	Yes	Lockset/Deadbolt Bore Dimension	2-3/4 Inch
Manufacturer Warranty	2	Nominal Door Height	80 Inch
Nominal Door Width	36 Inch	Obscurity Rating	10
Rough Opening Height	82 Inch	Rough Opening Width	38-1/4 Inch
Sill Finish	Aluminum	Sill Type	Fixed
Solar Heat Gain Coefficient	0.16	U-Value	0.2
Air Leakage (AL) Rating	0.3	Energy Star Qualified	No
Return Policy	Regular Return (per Return Policy)		

Please Note: Prices, promotions, styles and availability may vary by store and online. Inventory is sold and received continuously throughout the day. Therefore, the quantity shown may not be available when you get to the store. This inventory may include a store display unit. Online orders and products purchased in-store qualify for rebate redemption. Mail-in Rebates will be based on manufacturer credit check, valid business only. Manufacturer credit check is not valid towards purchases made on REBATE.COM®. By submitting this rebate form, you agree to resolve any disputes related to rebate redemption by binding arbitration and you waive any rights to file or participate in a class action. Terms and conditions available at [www.rebate.com/terms](http://www.rebate.com/terms).

# NOT AN OFFICIAL DOCUMENT

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

EXHIBIT  
B  
Pg. 13 of 13

File # HHPC 21-02  
HPC Reviewed 03/16/2021

Name: Kerry G. Wilson (contractor)  
Mailing Address: 4204 Jade Ct. Valparaiso, IN 46385  
Phone: 219-405-5221  
Email: N/A

Owner: Yes  No

Property Address: 347 Main Street [south storefront unit only]  
Historic District: Lake George Commercial HD

**PROPOSED WORK**

- Repair and repoint masonry
- Retain existing window frames and doors, and replace glass
- Replace door #2 in-kind with steel door
- Remove security door from door #3
- Replace corner post and wrap with new aluminum to match existing
- Install treated plywood and trim for signage area; prime surface

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

- Signage area to be painted almond color

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

3/17/21  
Date