
SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 5th day of JANUARY, 2021 by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and KELVIN D. BUCKWELL, _____, (hereafter referred to as "Homeowner").

WHEREAS, Napoleon has initiated a program of construction grants for removing clear water connections from the sanitary sewer system, and

WHEREAS, said grants are for two-thirds (2/3) of construction cost up to a maximum sum of twenty-five hundred dollars (\$2,500.00):

A. In consideration of Homeowner, whose real property is located at 344 W. Riverview St doing the following work at said location:
NAPOLEON OH. 43545,

City agrees to pay \$ 2,500.00 for such work subject to the following terms and conditions:

1. Homeowner shall produce satisfactory evidence of ownership in said real estate.
2. Homeowner shall produce two (2) written estimates of the construction cost prior to commencement of the work.
3. Homeowner shall contract with RESURRECTION ENTERPRISES, a registered contractor with the City ("Contractor") to perform said work.
4. Homeowner understands and agrees that there is permitted only one (1) grant per property for the lifetime of this program.
5. Homeowner shall permit periodic City inspection of the work being performed by the Contractor.

6. Homeowner agrees that this Agreement shall not be construed as creating a joint venture, partnership, or master-servant relationship; further, the City shall not be considered to have any responsibility whatsoever to Contractor for the payment of Contractor's bills; further, Homeowner shall hold City harmless from the same.

7. Homeowner agrees to hold harmless the City, its officers, agents, employees and volunteers against any and all claims that may arise out of use of any grant funds and/or the performance of inspections being made by the City; further, Homeowner agrees to indemnify the City, its officers, agents, employees and volunteers against any and all claims for injury or damage to person or property that may be asserted by any person as a result of any action or non-action of the City, its officers, agents, employees and volunteers associated or in connection with this Agreement or services provided hereunder.

8. Homeowner shall notify the City of the date the work is to commence and shall provide City with a construction schedule. All Work must be completed no later than MAY 31, 2022.

9. Homeowner agrees any change in the original estimate amount must be approved in advance by the City if the amount is larger than first estimated.


10. Homeowner agrees that the City shall have thirty (30) days after final inspection of the work and upon the City receiving paid receipts from Homeowner evidencing that the Contractor has been paid in full, whichever comes last, to pay the Homeowner the amount specified in paragraph (A) above.

11. In the event that a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee and will not be counted as part of the amount specified in paragraph (A) above.

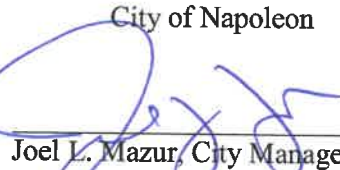
12. This Grant Agreement shall only be amended as to the scope and size of the project by attaching hereto a copy of such amendment, in writing.

13. This Agreement is binding on the parties, their heirs or successors and assigns.

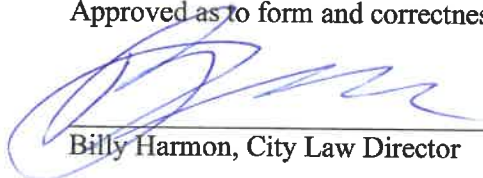
14. This Agreement shall be controlled under the laws of Ohio.


Homeowner

Homeowner

City of Napoleon

Joel L. Mazur, City Manager

Approved as to form and correctness:


Billy Harmon, City Law Director

* * * * *

Certification of Funds

Attest:

I, Kevin Garringer, Finance Director of the City of Napoleon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the agreement and is in the treasury of the City of Napoleon, Ohio or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.


Kevin Garringer, Finance Director

City of NAPOLEON

SANITARY SEWER GRANT APPLICATION ORDINANCE 154-01

DATE: 1/5/22
NAME: KEVIN D. BROWELL
ADDRESS: 344 W. CLINTON ST
PHONE #: — CELL #: 419 906 0678

The Homeowner Grant Program is hereby established for the removal of clean water connections subject to the following rules:

Grants are available for two-thirds (2/3) of the construction cost of removing clean water connections from the sanitary sewer system up to a maximum of two thousand five hundred dollars (\$2,500.00). The grants are available on a first come, first serve basis until the funds set aside for the program in a calendar year are completely depleted.

Have you ever applied for this type of grant for the above property before?

YES NO If yes, please explain: _____

Are you the owner of the above property? YES NO

If no, please explain: _____

- A. The City will inspect the premises and provide the homeowner with a description of the scope of the work which would be eligible for the grant **PRIOR** to the homeowner obtaining estimates.
- B. At least two (2) written estimates of the construction cost must be submitted to the City. **NO** work may be started until the grant agreement is signed by **BOTH** the homeowner and the City.
- C. Contractors must meet the City's normal sewer contractors' registration requirements.
- D. Notwithstanding any Ordinance, Resolution or Policy to the contrary, if a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee.

- E. The City must be notified of the date work is to begin and of the construction schedule. The City will inspect the work periodically during construction.
- F. Any changes in the work from the original estimate must be approved by the City in advance if it results in a larger grant than originally approved.
- G. The City will perform a final inspection after completion of all work.
- H. Reimbursement will be made by the City to the homeowner based on **PAID** receipts submitted to the City.

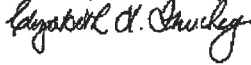
I KEVIN D. BOWELL have read and fully understand the above and agree to all terms and conditions of this agreement on this 5th day of JANUARY 2022.

Kevin D. Bowell
APPLICANTS SIGNATURE

1/5/22
DATE

AUDITORS OFFICE
TRANSFERRED

10/25/2021 \$0.50



HENRY COUNTY AUDITOR

2021004438 Pages: 2
Filed for Record in HENRY County, Ohio
BRANDI BADEN, Recorder ERECORDING
10/26/2021 10:52 AM Recording Fees: \$34.00
QUIT C DEED OR BK: 326 PG: 4650 - 4651

This Conveyance has been examined
and the Grantor has complied with
Section 319.202 of the Revised Code.

FEE: _____

EXEMPT: _____ X _____

Liz Fruchey, County Auditor

QUIT-CLAIM DEED

Kristine L. Bidwell, an unmarried woman and former spouse of the Grantee, ("Grantor"), for valuable consideration paid, grants to **Kevin D. Bidwell**, ("Grantee"), whose tax mailing address is 344 W. Clinton Street, Napoleon, Ohio 43545, the following real property:

Situated in the City of Napoleon, County of Henry and State of Ohio and known as:

A parcel of land situated in the southwest Quarter (1/ 4) of Section 13, T-5-N, R-6-E, Napoleon Township, City of Napoleon, Henry County, Ohio and is more particularly described as follows:

Beginning at a cross chiseled in the sidewalk at the intersection of the North right-of-way of West Clinton Street and east right-of-way of Lumbard Street;

thence N 19 degrees 42' W along the East right-of-way of Lumbard Street a distance of 101.45 feet to an iron pin and cap;

thence N 62 degrees 18' E and parallel with West Clinton Street a distance of 42.00 feet to an iron pin;

thence S 27 degrees 12' E through the center of a garage a distance of 100.47 feet to a cross chiseled in a concrete driveway on the North right-of-way of West Clinton Street;

thence S 62 degrees 18' W along said North right-of-way a distance of 57.00 feet to the PLACE OF BEGINNING.

Containing 0.114 acres of land more or less but subject to all legal highways and easements of public record and of record in respective utility offices.

Permanent Parcel No. 41-130142.0000
Prior Instrument: Volume 195, Page 1860
Official Records, Henry County, Ohio

DESCRIPTION VERIFIED: 10/25/2021
HENRY COUNTY ENGINEER
BY: DJ DATE: 10/08/2021

RESURRECTION ENTERPRISES

27316 Hoffman Rd. Defiance, Ohio 43512

419-395-2404

419-783-7443

___ HOME IMP. EST.

___ LAWN CARE EST.

___ SNOW EST.

KEDIN BIDWELL

344 W. CLINTON ST.

NAPELON, OH

419.906.0678

PAID \$2,500
2022.01.26
CB

INVOICE # 1022 KB

DATE 1/6/22

AMOUNT 9075⁰⁰

DESCRIPTION

SANITARY SEWER REPLACEMENT 4875⁰⁰

CONCRETE REPLACEMENT 1700⁰⁰

EXTERNAL SUMP INSTALLATION 2500⁰⁰

I _____ AGREE TO THE ESTIMATE QUOTED TO ME ABOVE. THE TERMS OF THE ESTIMATE ARE 50% DOWN BEFORE BEGINNING THE JOB AND THE BALANCE DUE THE DAY THE JOB WILL BE COMPLETED. I ALSO AGREE TO ALLOW AN ADVERTISING SIGN TO BE PLACED ON MY PROPERTY FOR A TIME UP TO 45 DAYS. YES NO ANY AGREEMENT OTHER THAN PRINTED ABOVE WILL BE AGREED UPON AND WROTE OUT ON THIS BID SHEET. IF ANY UNEXPECTED CIRCUMSTANCES ARISE, AN AGREEMENT WILL BE MADE AND A NEW CONTRACT SIGNED.

CUSTOMER SIGNATURE

DATE

CONTRATOR SIGNATURE

DATE 1/6/22