

Date Installed:
3-8-13

Apt. # 1 and Apt. # 2
860 Daggett

Installed by:
Tressler's

Inspected by:
Rex Moll



Center of new 4" PVC
storm is 4'-3" of
Edge of sidewalk 78.5'

Center of new 4" PVC
sanitary is 3' ft. off
Edge of sidewalk 70.5'

New 4" C/O 45" Deep Fl.
4"-45° Bend

4" 45°
bend
46" Depth

Ex. Storm
C.I.B.

4" PVC WYE
Ex. 4" VCP
Sanitary Pipe

Ex. Sanitary
Manhole

2.5'

10'

18.5'

5.5'

6.5'

78.5'

70.5'

5.5'

4"-45° Bend

SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 28th day of March, 2013, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and Marvin Michaelis ~~and~~, Marvin Michaelis, (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 840 Daggett doing the following work at said location:

City agrees to pay \$ 2290.00 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 Tressler Plumbing, 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

April 1, 2013.

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.

Marrion Michaelis
Homeowner

Homeowner

City of Napoleon
Dr. Jon A. Bisher
Dr. Jon A. Bisher, City Manager

Approved as to form and correctness:

Trevor M. Hayberger
Trevor M. Hayberger, City Law Director

* * * * *

Certification of Funds

Attest:

I, Gregory J. Heath, 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.

Gregory J. Heath
Gregory J. Heath, Finance Director

- 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 MARVIN MICHAELIS have read and fully understand the above and agree to all terms and conditions of this agreement on this 28 day of MARCH, 2013.

Marvin Michaelis

APPLICANTS SIGNATURE

3-28-2013

DATE

City of NAPOLÉON

SANITARY SEWER GRANT APPLICATION

ORDINANCE 154-01

DATE: 3-28-2013

NAME: MARVIN MICHAELIS

ADDRESS: 9477 CO. RD. O. NAPOLÉON OHIO 43545

PHONE #: 419-599-5572 CELL #: 419-704-0673

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.

EXHIBIT A

The following real property situated in the County of Henry, City of Napoleon, State of Ohio:

Lots numbered one (1), two (2) and three (3) in Richter's Fourth Addition to the City of Napoleon, Ohio.

41-009516.0020
41-009516.0040
41-009516.0060
APPROVED

Mapping Dept. By *[Signature]* Date 12/10/03

860-1-2 DAGGETT

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEE \$
EXEMPT
HENRY CO. Auditor

AUDITORS OFFICE
TRANSFERRED ^{1.50} \$

JAN 16 2004

[Signature]
HENRY CO. AUDITOR



TRESSLER PLUMBING LLC

P.O. Box 433 • Defiance, Ohio 43512
419-782-1256 • 419-784-2142 • Fax 419-782-1256
Bryan Office 419-636-0005
Ohio Business #552 • ID #93-116

Date March 18, 20 13

Name Martin Michealis

Address 9847 Korl D

Job Napoleon, Ohio 43545

Method of Payment: Cash Charge Account
 Check # CC #

DRAINAGE APPEARS ADEQUATE (This is not an operational guarantee)

DRAINAGE INADEQUATE Why _____

OUTLET Baffle IN PLACE - 1ST TANK 2ND TANK UNKNOWN

DEPTH OF TANKS - 1ST TANK _____ 2ND TANK _____

SOIL PIPE FROM HOUSE TO TANK OPEN YES NO

CAPACITY OF TANKS - 1ST TANK _____ 2ND TANK _____

VAC PUMP

INSIDE GREASE TRAP OUTSIDE GREASE TRAP SEPTIC TANK
 INSIDE PUMP CHAMBER OUTSIDE PUMP CHAMBER
 INSIDE HOLDING TANK OUTSIDE HOLDING TANK
 PUMP MECHANICS DISPOSAL FEE \$ _____
 VIDEO INSPECTION WATER JET LOCATOR

LOCATION: FRONT REAR LEFT SIDE IN DRIVEWAY

EXPOSED: DUG DIG COVER

CABLE LINE

MAIN LINE KITCHEN SINK BATHROOM SINK TUB DRAIN
 FLOOR DRAIN TOILET GREASE TRAP OUTLET LINE

ON CITY SEWER: YES NO

Drivers Name Doug Tumb TOTAL 3435.00

WHITE - OFFICE COPY • YELLOW - CUSTOMER COPY

INVOICE NO. 6959

STATEMENT

Recommend cleaning tank(s) every _____ years to avoid drainage failure.

DRAWING:

put in 230 ft x 1200 6 foot 2,769.00

Stone

675.00

3,435.00

Separated storm + sanitary dra.

Chop

We appreciate your business!

Payment on completion of job • Annual percentage rate of 18%



Date Installed:

3-8-13

Apt. # 1 and Apt. # 2

#860 Daggett

Installed by:

Tressler's

Inspected by:

Rex Moll

P. Troop

New 4" C/O 30" Deep FL.

New 4" C/O 26" Deep FL.

2 each 4"-45° Bends

Center of new 4" pvc sanitary is 3'ft. off Edge of sidewalk

70.5'

Center of new 4" pvc storm is 4'-3" of Edge of sidewalk

78.5'

New 4" C/O 45" Deep FL.

4"-45° Bend

5.5'

4"-45° Bend 46" Deep fl.

18.5'

Ex. Storm C.I.B.

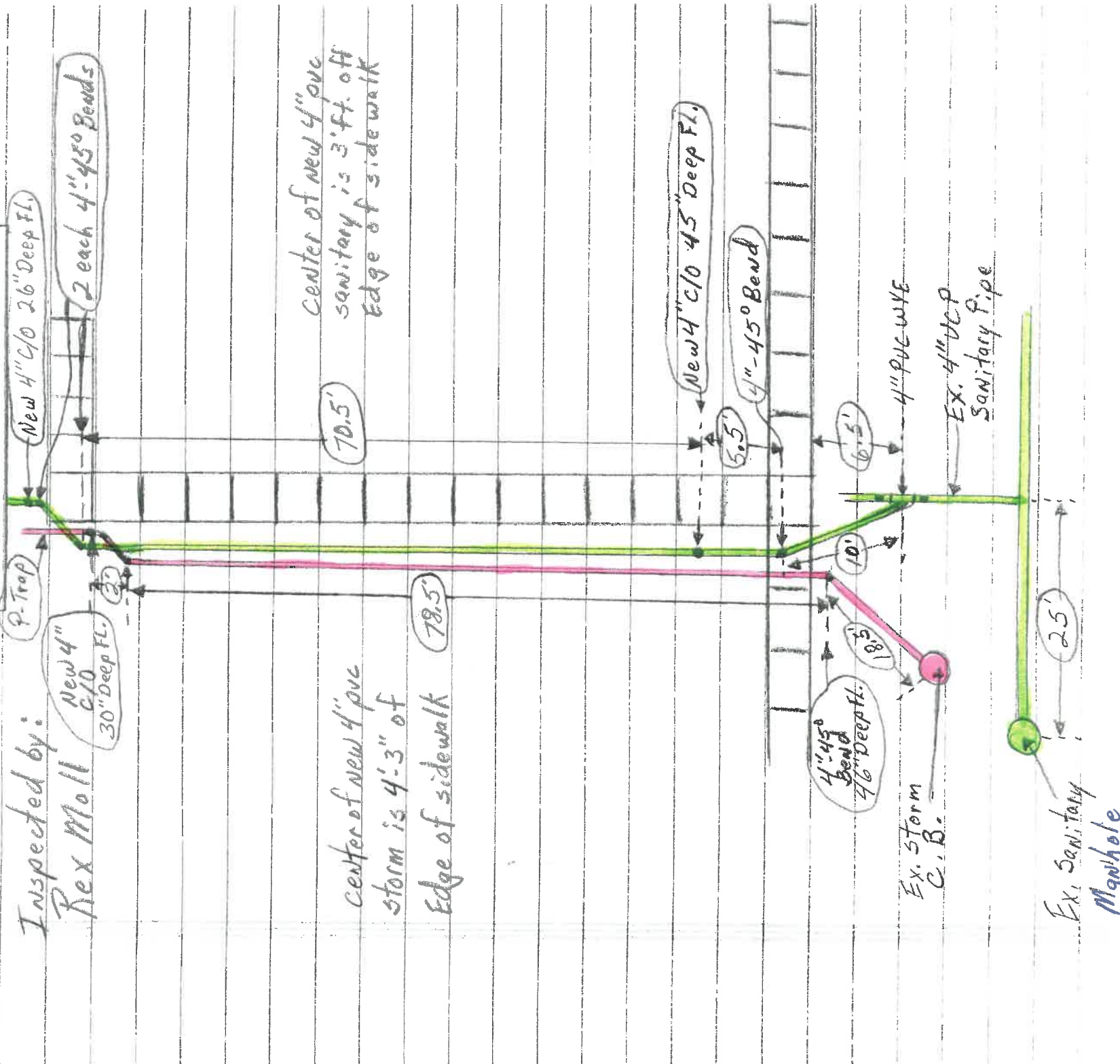
10'

4" PVC WYE

Ex. 4" PVC Sanitary Pipe

Ex. Sanitary Manhole

25'



Apt. # 860 No. #1 + No. #2

Marvin Michaelis

9477 C. Rd. 0

Napoleon, Ohio

43548

Home 419 ~ 599-5872

Cell 419 ~ 704-0673

Would like copy of

Sanitary + storm drawing
sent to his home.

Thank you
Rex

