

Department of Management
Interoffice Memorandum

Memorandum

To: Barbara Nelson, Recorder
From: Roxanne Dietrich, Executive Assistant *rd*
Date: February 11, 2009
Re: CWRAP Program; Larry Sidle Classical Rentals; 557 West Main
cc: Chad E. Lulfs, P.E., P.S.; City Engineer

Please file the attached Sanitary Sewer Grant Application for the above referenced howeowner.

Thank-you.

rd

Attachment

File C:\Documents and Settings\rsame\My Documents\Memo\Records\Clerk\307\Wichaud Top Mutual Aid Fire Agm.doc

City of NAPOLEON

SANITARY SEWER GRANT APPLICATION

ORDINANCE 154-01

DATE: 01-26-09
NAME: LARRY SIDUE CLASSICAL RENTALS
ADDRESS: 557 WEST MAIN NAPOLEON, OH 43545
PHONE #: 419-592-8117 CELL #: 419-966-6510

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 served 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 LARRY SIOLE have read and fully understand the above and agree to all terms and conditions of this agreement on this day 26 JANUARY 2009.

Larry Siole 1/26/09
Applicant's signature **Date**

SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 2nd day of FEBRUARY, 2009, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and LARRY SIDLE (Classical Rentals, LLC), (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):

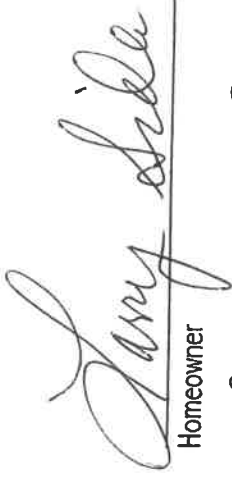
A. In consideration of Homeowner, whose real property is located at 557 W. MAIN STREET doing the following work at said location: REPLACE FOSTER TILE & INSTALL

SUMP PUMP

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

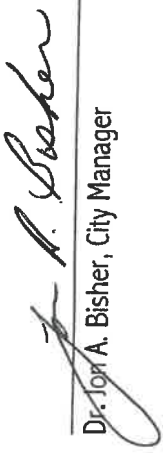
1. Homeowner shall produce satisfactory evidence of ownership in said real estate.
2. Homeowner shall produce two (2) written estimates of the construction cost prior to commencement of the work.
3. Homeowner shall contract with S.A. SIDLE CONSTRUCTION, INC., a registered contractor with the City ("Contractor") 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 MARCH 1, 2009.
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

Classical Rental LLC.
Homeowner

City of Napoleon


Dr. Jon A. Bisher, City Manager

Approved as to form and correctness:


David M. Grah, 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, Finance Director

S.A. Sidle Construction, Inc.

INVOICE

13136 St. Rt. 18
Holgate, Ohio 43527
Phone (419) 264-6850

INVOICE #03202327
DATE: JANUARY 28, 2009

Classical Rentals, LLC
665 West Maumee
Napoleon, Ohio 43545

FOR:
Footer Tile Installation
Storm/Sanitary Sewer Separation

DESCRIPTION	Amount	Tax	Total
Footer Tile Installation	\$4,280.00	\$299.60	\$4,579.60
24" Sump Installation	\$680.00	\$47.60	\$727.60
TOTAL			\$5,307.20

1ST ESTIMATE
- DOES NOT
INCLUDE
MATERIALS

Make all checks payable to: S.A. Sidle Construction, Inc.

Thank you for your business!

THE CUSTAR STONE CO.

PO Box 627
Napoleon, OH 43545
(419) 669-2925

Quality Aggregates & Agg Lime
Custar Scalehouse (419) 669-2925
Custar Invoicing / Quotes (419) 533-2421

Invoice 40605

Bill To:
S.A. SIDLE CONSTRUCTION CO.
13136 S.R. 18
HOLGATE, OH 43527

Ship To:
S.A. SIDLE CONSTRUCTION CO.
13136 S.R. 18
HOLGATE, OH 43527

Invoice #:	40605	Invoice date:	12/31/08	P.O.#:	larry
Payment terms:	NET 30 DAYS				
Customer code:	056610				

Invoice #:	Product	QTY	UNIT	PRICE	AMOUNT
6 OR 57 LIMESTONE					
12/29/08	204149193	6	TN ✓	8.85	78.77
12/29/08	204149199	6	TN ✓	8.18	72.80
12/29/08	204149204	6	TN ✓	7.36	65.50
Subtotal -This Product:				24.39	217.07
Subtotal:					217.07
Tax:					14.11
Total:					231.18

THE CUSTAR STONE CO.

PO Box 627
Napoleon, OH 43545
(419) 669-2925

Quality Aggregates & Agg Lime

Custar Scalehouse (419) 669-2925
Custar Invoicing / Quotes (419) 533-2421

Invoice 40581

Bill To:
S.A. SIDLE CONSTRUCTION CO.
13136 S.R. 18
HOLGATE, OH 43527

Ship To:
S.A. SIDLE CONSTRUCTION CO.
13136 S.R. 18
HOLGATE, OH 43527

Invoice #: 40581 Invoice date: 12/30/08
Payment terms: NET 30 DAYS
Customer code: 056610

P.O.#: LARRY

6 OR 57 LIMESTONE					
12/23/08	204149178	7.59	TN	6	6 OR 57 LIMESTONE
12/23/08	204149183	8.52	TN	6	6 OR 57 LIMESTONE
					Subtotal -This Product:
				16.11	TN
					Subtotal:
					Tax:
					Total:
					152.70

THE CUSTAR STONE CO.

PO Box 627

Napoleon, OH 43545
(419) 669-2925

Quality Aggregates & Agg Lime

Custar Scalehouse (419) 669-2925
Custar Invoicing / Quotes (419) 533-2421

Invoice 40580

Bill To:

S.A. SIDLE CONSTRUCTION CO.
13136 S.R. 18
HOLGATE, OH 43527

Ship To:

S.A. SIDLE CONSTRUCTION CO.
13136 S.R. 18
HOLGATE, OH 43527

Invoice #:	40580	Invoice date:	12/30/08	P.O.#:	
Payment terms:	NET 30 DAYS				
Customer code:	.056610				

Invoice #:	Description	Quantity	Unit	Price	Subtotal	Tax	Total
12/26/08	5 OR 57 LIMESTONE	6	6 OR 57 LIMESTONE	7.98	8.90		71.02
12/26/08	204149186	6	6 OR 57 LIMESTONE	7.19	8.90		63.99
12/26/08	204149187	6	Subtotal -This Product:	15.17	TN		135.01
			Subtotal:				135.01
			Tax:				8.78
			Total:				143.79



1.00

12.00

LARRY SIDLE
665 WEST MAUMEE
NAPOLEON
OH 43545

FOR BILLING PURPOSES OR
TO PLACE AN ORDER CALL **800-395-5416** ITEM BALANCE

FOR PAYMENT INFORMATION CALL 888-524-7373
PLEASE ALLOW 7-10 BUSINESS DAYS FOR PROCESSING

121208 INVC 14147993 752240 752240
122308 C/M 14153965 742500- 742500-

Last Payment Posted 01/06/2009
Check Number: 00489
In the amount of \$ 421.91

*PAID # 515
1-19-09
01-16-09*

CUSTOMER
NUMBER

NEW BALANCE
DUE

CLOSING
DATE

PREVIOUS
BALANCE

32973

USD

97.40

NAME IN DRAINAGE SYSTEMS

1
Dec 12, 2008
14147993

www.ads-pipe.com
51-0105665

Jan 11, 2009
\$7,522.40

32973
32973
Dec 12, 2008
26 ADS NAPOLEON

436108
1582



Larry Sidle
665 W Maumee Ave
Napoleon OH 43545-1928

LARRY SIDLE
665 WEST MAUMEE
NAPOLEON OH 43545

Net 30
THV
6314929

002 OH HEN

250	4	4	FT	04810250	4" PERF (ADS HD)	30.000	75.00
4	4	EA	0462AA	4" SNAP ADAPTER 24/BAG	1.410	588.00	5.84
4	4	EA	0490AA	4" 90 DEG ELBOW 10/BAG	4.190		16.76

INVOICE TOTAL

~~\$7,522.40~~

TO SET UP RECEIVING FUTURE INVOICES VIA EMAIL OR IF YOU HAVE QUESTIONS RELATED TO THIS INVOICE, PLEASE CALL 800-658-2809 OR FAX 877-420-8513. INQUIRIES MUST BE SUBMITTED WITHIN 30 DAYS FROM DATE OF INVOICE.

A 1.00 PERCENT PER MONTH (A RATE OF 12.00 PERCENT PER ANNUM) SERVICE CHARGE WILL BE BILLED ON PAST DUE AMOUNT. BUYER ACCEPTS ALL TERMS, CONDITIONS ON BOTH SIDES HEREOF. NONE OF WHICH MAY BE CHANGED BY BUYER. ACCEPTANCE OF ANY SHIPMENT BY BUYER IS AN ACCEPTANCE OF THE TERMS OF THIS DOCUMENT. NOTWITHSTANDING ANY TERMS ON CONDITIONS CONTAINED IN ANY ACKNOWLEDGEMENT OR OTHER FORM OF BUYER. SUBJECT TO TERMS AND CONDITIONS PRINTED ON REVERSE SIDE.

Due 1/12/09

*599 6505
599-9566*

PAYMENT COUPON

RETURN THIS PORTION WITH YOUR PAYMENT

CUST NO. 32973
CORP. CUST 32973
INVOICE NO. 14147993

PAYMENT DUE \$7,522.40
PAYMENT DUE DATE Jan 11, 2009

ADVANCED DRAINAGE SYSTEMS
4017 Reliable Parkway
Chicago IL 60686-

LARRY SIDLE
665 WEST MAUMEE
NAPOLEON OH 43545

CERTIFICATE OF TITLE

TO: Classical Rentals LLC

The undersigned hereby certifies that he has made a thorough examination of the records of Henry County, Ohio, as disclosed by the public indexes and in accordance with the Ohio Marketable Title Act, covering the period from June 15, 1966, to the date hereof, relating to the premises described at Item I.

This certificate is being prepared for the exclusive use of Classical Rentals LLC, at the instance and request of Joseph F. Schueler, Executor under the Last Will and Testament of Luella E. Parks, deceased, and covers a period of time of at least forty years immediately preceding the date hereof.

This Certificate does not purport to cover matters not of record in said County, including rights of persons in possession, questions which a correct survey or inspection would disclose, rights to file mechanics' liens, special taxes and assessments not shown by the County Treasurer's records, or zoning or other governmental regulations, or liens asserted by the United States or State of Ohio, their agencies and officers under the Ohio Solid Hazardous Waste Disposal Act, Federal Superfund Amendments and under Racketeering Influence Corrupt Organization Acts and Receivership Liens, unless the lien is filed in the public records of the County in which the property is located.

The undersigned further certifies that, in his opinion, based upon said records, the fee simple title to said premises is vested in Luella E. Parks by Warranty Deed from Lloyd F. Fruth and Kathryn Fruth, husband and wife, dated October 14, 1985, filed for record October 8, 1986, at 4:55 o'clock P. M. and recorded in Volume 234, Page 507, of the Deed Records in the Office of the Recorder of Henry County, Ohio; and that as appears from said records, the title is marketable and free from encumbrances except and subject to the matters set forth herein at Items II, III, IV and V.

Item I. Situated in the City of Napoleon, County of Henry and State of Ohio and known as:
Lot A of A. H. Kagy's Re-Subdivision of Lots Five and Six of A. H. Kagy's Subdivision of Phillip's and Stafford's Outlot Fourteen in the City of Napoleon, Henry County, Ohio, subject to all easements, restrictions and leases of record, zoning ordinances and all legal highways.

270, thence Southerly along the West line of said Lot 2/U a distance of 01 00 feet to a point, thence Easterly a distance of 50 feet to a point, thence Northeasterly a distance of 78.1 feet to the East line of said Lot 5, thence Northwesterly along the East line of said Lot 5, a distance of 80.5 feet to the Northeast corner of said Lot 5, thence Southwesterly along the North line of said Lots 5 and 270 a distance of 92.7 feet to the place of beginning, but subject to all easements, restrictions and leases of record, zoning ordinances and all legal highways

Item II. Prior taxes levied on the premises described at Item I, being Parcel No. 41-009039.0020, are delinquent in the amount of Four Thousand One Hundred Two and 74/100 Dollars (\$4,102.74) with interest on said prior taxes in the amount of One Hundred Nine and 54/100 Dollars (\$109.54). Taxes for the tax year 2007 in the amount of One Thousand Seven Hundred Forty-eight and 06/100 Dollars (\$1,748.06) together with penalty in the amount of Two Hundred Seventy and 95/100 Dollars (\$270.95) and interest thereon in the amount of Two Hundred Twenty-four and 51/100 (\$224.51) are due and delinquent. There is a special street assessment assessed against said premises, being No. 206, West Main, Welsted and Vine Streets which is to run through the tax year 2019. Prior assessment assessed on said premises are delinquent in the amount of One Hundred Ninety-four and 77/100 Dollars (\$194.77) together with interest on said prior delinquency in the amount of Five and 20/100 Dollars (\$5.20). Said assessment for the tax year 2007 in the amount of Seventy-eight and 40/100 Dollars (\$78.40) together with penalty in the amount of Twelve and 15/100 Dollars (\$12.15) and interest thereon in the amount of Ten and 66/100 Dollars (\$10.66) are due and delinquent. Taxes and assessments levied and assessed for the tax year 2008 are undetermined but constitute a lien against said premises as of January 1, 2008.

Item III. Perpetual Utility and Roadway Easement executed by Luella E. Parks, an unmarried woman of legal age, in favor of the City of Napoleon, wherein she does grant, bargain, sell, convey and release to Grantee, its successors and assigns forever, a perpetual alienable Utility Easement with the right to lay, install, construct, reconstruct, erect, repair, supplement, maintain, operate and/or remove, at any time or times hereafter, its

gross value of this estate will be less than the credit and the equivalent exemption of \$338,333.00.

Item V. Said real estate is a part of the Maumee Watershed Conservancy District.

THIS CERTIFICATE OF TITLE dated at Napoleon, Ohio, this 27th day of October, 2008, at 9:00 'clock A. M.



Edmund G. Peper
Attorney at Law
555 Monroe Street
Napoleon, OH 43545