
SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 29 day of May, 2019, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and JENNIFER MITCHELL, (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

726 Park Street doing the following work at said location:
SANITARY / STORM SEWER SEPARATION,

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 DAVE'S SERVICES, 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 JUNE 30, 2019.
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.

Jennifer Imthura
Homeowner

Jennifer Imthura
Homeowner

City of Napoleon

Joel L. Mazur
Joel L. Mazur, City Manager

Approved as to form and correctness:

Billy Harmon
Billy Harmon, City Law Director

Certification of Funds

Attest:

I, Kent Seemann, 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.

Kent Seemann
Kent Seemann, Finance Director

City of NAPOLLEON

SANITARY SEWER GRANT APPLICATION

ORDINANCE 154-01

DATE: 5-29-19

NAME: Jennifer Imthurn

ADDRESS: 726 Park St, Napoleon, OH

PHONE #: 419-966-9453 CELL #: Same

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 Jennifer Imthurn have read and fully understand the above and agree to all terms and conditions of this agreement on this 29 day of May, 2019.

Jennifer Imthurn
APPLICANT'S SIGNATURE

5/29/19
DATE

Brad + Jennifer Imthurn
726 Park St.
Napoleon, OH 43545
419-966-9453

91

56-132/412

5-22-19 DATE

\$ 4,750.00

PAY TO THE ORDER OF Dave's Services

Four thousand seven hundred fifty dollars ^{and no}/₁₀₀ DOLLARS Security features included Details on back



Equity Line

FOR Water, sewer, footers

Jennifer L. Imthurn MP

⑆04⑆20⑆32⑆⑆⑆ 9⑆⑆⑆57⑆⑆

⑆5

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200500051956
Filed for Record in
HENRY COUNTY OHIO
SARA L MYLES
07-06-2005 At 10:08 am.
WARR DEED 28.00
OR Volume 206 Page 177 - 177

200500051956
HF&R
PICK UP

WARRANTY DEED

PLEASE DO NOT PUBLISH

PDS/kdh

KNOW ALL MEN BY THESE PRESENTS THAT James E. Smithhisler, III, an unmarried man, Grantor(s),

for valuable consideration paid, grant(s), with general warranty covenants, to Jennifer Pearson, Grantee(s),

whose tax mailing address is 726 Park St., Napoleon, Ohio 43545, the following real property:

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

Lot 255 in William Sheffield's Third Addition, according to the recorded plat thereof, subject, however, to the following:

1. Subsisting easements, restrictions and zoning ordinances.
2. Taxes and installments of assessments, if any, for the tax year 2005 and thereafter, which the Grantee herein assumes and agrees to pay.

Prior Instrument Reference(s): Volume 123, Page 842
Permanent Parcel Number: 41-009547.2480

Signed this 16th day of June, 2005.

AUDITORS OFFICE
TRANSFERRED

JUL 0 6 2005

James E. Smithhisler III
James E. Smithhisler, III

STATE OF OHIO, COUNTY OF FULTON. : The foregoing instrument was acknowledged before me this 16th day of June, 2005, by James E. Smithhisler, III.



Peter D. Short

Peter D. Short
Notary Public-State of Ohio
Lifetime Commission

This instrument prepared by PLASSMAN, RUPP, SHORT & HAGANS
302 North Defiance Street, P.O. Box 178, Archbold, Ohio 43502-0178

This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.
FEE \$ *260.00*
EXEMPT
IDA L. BOSTELMAN, County Auditor

APPROVED
Maping Dept By *MS* 6/15/05