
SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 17 day of DECEMBER, 2015, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and Michael A. Lanzer, _____, (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

765 STRONG doing the following work at said location:

705 STRONG STREET,

City agrees to pay \$ 2,250.00 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 MECK-DONALD'S CONTRACTING, 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 31, 2016.

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.

Michael A. Langer
Homeowner

Gina M. Langer
Homeowner

City of Napoleon

Monica Irean
Monica Irean, City Manager

Approved as to form and correctness:

Lisa L. Nagel
Lisa L. Nagel, 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

INVOICE NO.

848764

Invoice

SOLD TO	Mr. and Mrs Mike	SHIPPED TO		VIA	
ADDRESS	705 Stofong	ADDRESS			
CITY, STATE, ZIP	Napoleon, Oh	CITY, STATE, ZIP			

CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE
				12/23/15

	Separate basement drains			
	from septic 17'		\$ 1850 -	
	Hand dig water line		\$ 300 -	
	additional sewer			
	update		1225 -	
			\$ 3375 -	
			1000 -	
			\$ 2375 -	

Sal d.p.
Pd. in full

INVOICE NO.

848763

Invoice

SOLD TO <i>Mr. and Mrs. Mike</i>		SHIPPED TO		VIA	
ADDRESS <i>705 Strong</i>		ADDRESS			
CITY, STATE, ZIP <i>Napoleon, OH</i>		CITY, STATE, ZIP			
CUSTOMER ORDER NO.	SOLD BY	TERMS	F.O.B.	DATE <i>12/10/15</i>	

Storm + Sewer Separation Proposal

install eve drains and hook up sump drains into those drains

West side house \$750.-

Beass side house \$600.-

Hand Digging 300.-

Separate base ment drains from septic 17' \$1,850.-

Total \$3500.-

MOORE'S PLUMBING



709 Appian Ave.
Napoleon, OH 43545
(419) 599-1993

PLUMBING Work Order

No: 4416

TO: Mike Lanzer
705 Strong St
Napoleon Ohio 43545

DATE OF ORDER <u>12-3-15</u>	HOME TELEPHONE
ORDER TAKEN BY	WORK TELEPHONE
CUSTOMER ORDER NO.	<input type="checkbox"/> DAYWORK <input type="checkbox"/> CONTRACT <input type="checkbox"/> EXTRA <input type="checkbox"/> OVERTIME <input type="checkbox"/> OTHER
STARTING DATE	
JOB NAME / NO.	
JOB LOCATION	
INVOICE DATE	JOB TELEPHONE

CHECK MARKS DENOTE: <input type="checkbox"/> WORK TO BE DONE <input type="checkbox"/> WORK COMPLETED	TROUBLESHOOT INSPECT	UNCLOG / CLEAN	REPAIR	RELACE	INSTALL	ROUGH IN	FINISH WORK	TERMS:
								DESCRIPTION OF WORK:
NO HEAT								Proposal - Install New Sewer Line 30' 6" pipe 2 25' labor
NO WATER								
BURST PIPE(S)								
THAW PIPE(S)								
INSULATE PIPE(S)								
BLOCKAGE - WASTE SYSTEM								
KITCHEN								
SINK								
INSTANT HOT								
WATER FILTER								
DISPOSAL								
DISHWASHER								
DR (1) (2) (3)								
LAVATORY								
WATER CLOSET								
BATHTUB								
SHOWER STALL / HEAD								
WHIRLPOOL / SPA / HOT TUB								
LAUNDRY								
WASHING MACHINE								
FAUCET(S)								
SILL COCK								
SUPPLY LINE(S)								
TRAP(S) / DRAIN(S)								
FILTER(S)								
GATE / BALL VALVE(S)								
WATER LINE(S)								
WELL / WATER PUMP								
PRESSURE TANK								
WATER SOFTENER / COND.								
SUMP / EFFLUENT PUMP								
WATER HEATER								
BOILER - STEAM / HOT WATER								
SAFETY VALVE								
CIRCULATOR								
ZONE VALVE								
BASEBOARD(S) / RADIATOR(S)								
FACE								
BURNER								
HEAT PUMP								
AIR CONDITIONER								
WASTE / SEWER LINE(S)								
VENT PIPE(S)								

LABOR	HRS.	RATE	AMOUNT
TOTAL LABOR			

QTY.	MATERIAL	UNIT	AMOUNT
	All parts + labor		\$3500

WORK ORDERED BY:	TOTAL MATERIALS
I hereby acknowledge the satisfactory completion of the above described work.	
	TOTAL LABOR \$3500
	TAX
	OTHER CHARGES
	TOTAL

Thank You!

City of NAPOLEON

SANITARY SEWER GRANT APPLICATION ORDINANCE 154-01

DATE: 12/09/15

NAME: Michael A. Lanzer

ADDRESS: 705 Strong St.

PHONE #: 419-592-7214 CELL #: 419-591-6991

The Homeowner Grant Program is hereby established fro 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 Michael A. Lanzer have read and fully understand the above and agree to all terms and conditions of this agreement on this 17th day of December 2015.

Michael A. Lanzer
APPLICANTS SIGNATURE

12/17/15
DATE