

# City of NAPOLEON

## **SANITARY SEWER GRANT APPLICATION**

ORDINANCE 154-01

DATE: 11/4/10  
NAME: David & Linda Volkman  
ADDRESS: 822 Strong St. Napoleon  
PHONE #: 419-599-2062 CELL #: 419-966-9729

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.

# SANITARY SEWER GRANT AGREEMENT

Rev. 2010

THIS AGREEMENT made this 4 day of November, 2010, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and David and Linda Volkman, (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

822 Strong St. doing the following work at said location:

INSTALL SUMP/PIT & REDIRECT FOOTER TILE OUT OF SAN.

City agrees to pay \$ 2,133.33 for such work subject to the following terms and conditions: B CBL

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 Concrete Specialist Co., 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 DECEMBER 31, 2010.

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. Equal Employment Opportunity. During the performance of this Agreement, Homeowner in the hiring of employees or contractors for the performance of work under this Agreement or any person acting on Homeowner's or contractor's behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; further, Homeowner or its contractor's or any person on Homeowner's or contractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color; finally, Homeowner or any of its Contractor's in its business or a person working on Homeowner's or contractor's behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

Forfeiture For EEO Violation. Notwithstanding any other provision of this Agreement regarding termination or penalty, there shall be deducted from the amount payable to the Homeowner under this Agreement, a forfeiture of Twenty-Five Dollars (\$25.00) for each person who is discriminated against or intimidated in violation of this Agreement; moreover, the Agreement shall be canceled or terminated by the City and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this equal employment opportunity section of this Agreement.

BOB CORDES

PLUMBING & BACKHOE SERVICE

Route 4 — 17-706 Rd. Q1

Napoleon, Ohio 43545

(419) 758-3162



No. \_\_\_\_\_

Date 1-1-10

Customer's  
Order No. \_\_\_\_\_

Sold To Dave Volkman  
822 Strong  
Napoleon, Ohio

Quantity	Description	Amount
	<i>Estimate for</i>	
	<i>Storm Sewer</i>	
	<i>Work</i>	
	<i>Backhoe Labor</i>	
	<i>Material</i>	
	<i>total</i>	<i>3500.00</i>
	<i>[Signature]</i>	

2% CARRYING CHARGE OR \$2.00 MINIMUM AFTER 30 DAYS

Concrete Specialist Co.

5-943 ST RT 110  
Napoleon, OH 43545

# Estimate

DATE	ESTIMATE NO.
11/4/2010	1367

NAME / ADDRESS
Mr. David Volkman 822 Strong St Napoleon, Oh 43545

TERMS	Ph. 599-8881

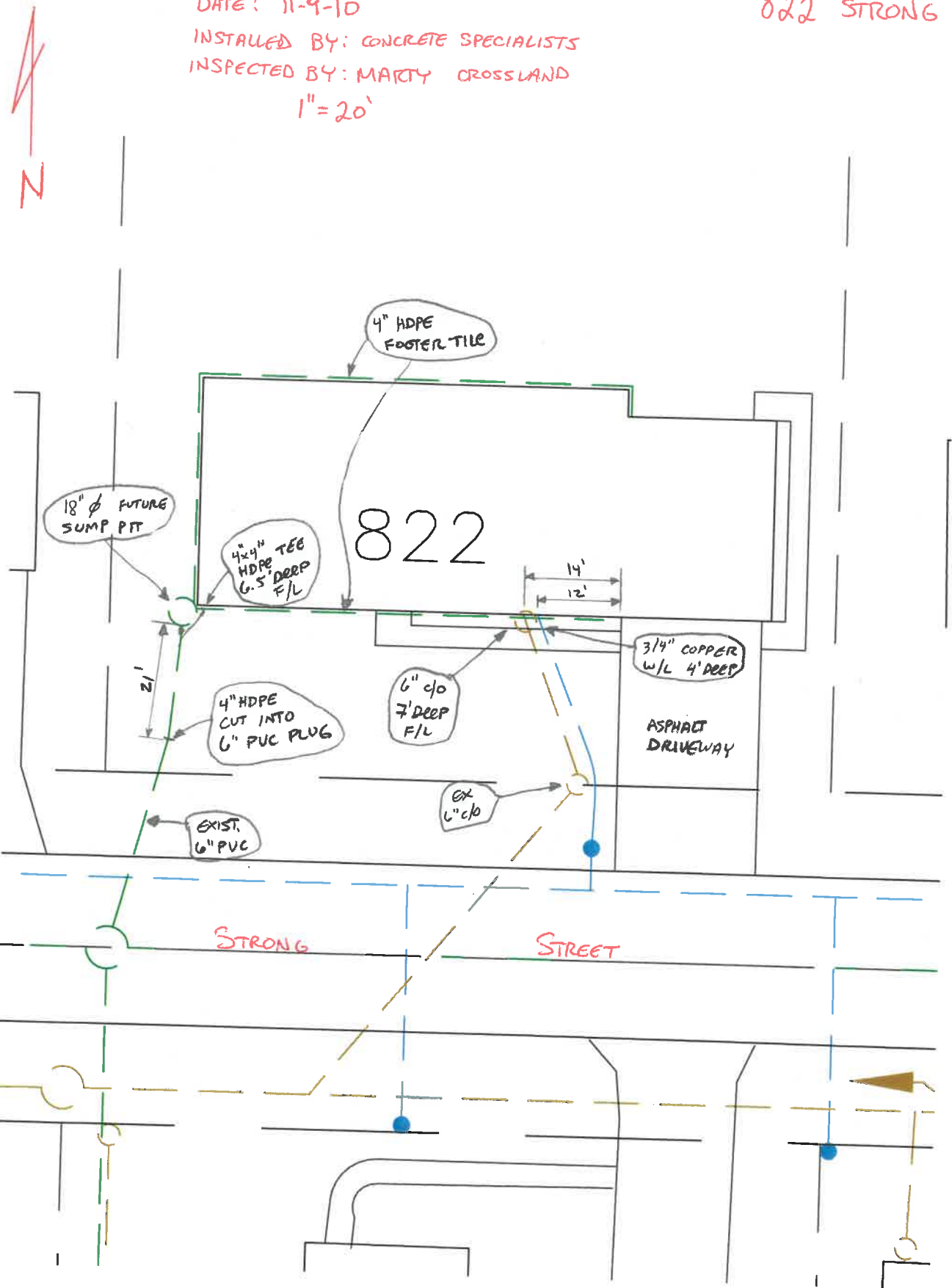
DESCRIPTION	QTY	COST	TOTAL
Work Ordered /Install new sump pump pit and hook to storm drain. Disconnect footer tile from sanitary for sewer storm separation		3,200.00	3,200.00
<b>TOTAL</b>			<b>\$3,200.00</b>

Concrete is a very rigid material and will crack, we supply relief cuts to help control cracking. Surface texture and color may vary with concrete. Landscaping is the clients responsibility, we will rough grade with onsite material. Any alterations or deviations from above specifications involving extra cost will be executed on written or verbal orders, and will become an extra charge over and above estimate. Signing means you agree to the terms of this contract and estimate.

APPROVAL SIGNATURE \_\_\_\_\_

DATE: 11-9-10  
INSTALLED BY: CONCRETE SPECIALISTS  
INSPECTED BY: MARTY CROSSLAND  
1" = 20'

822 STRONG ST.





**Know all Men by these Presents**

That, MICHAEL L. PENLAND AND GINA PENLAND, HUSBAND AND WIFE (herein referred to as the Grantor, whether one or more) who claims title by or through instrument recorded in Volume 232, Page 270, of the Henry County Recorder's Office, for and in consideration of the sum of Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, received to their full satisfaction of David A. Volkman and Linda S. Volkman, Husband and Wife, for their joint lives, remainder to the survivor of them, (herein referred to as the Grantee, whether one or more), whose TAX MAILING ADDRESS will be

822 Strong Street, Napoleon, Ohio 43545  
does Give, Grant, Bargain, Sell and Convey unto the said Grantee, his heirs, successors and assigns, the following described real property, situated in the County of Henry and State of Ohio:

APPROVED  
Mapping Dept. By DK Date 12/19/98

SITUATED IN THE COUNTY OF HENRY IN THE STATE OF OHIO AND IN THE CITY OF NAPOLEON AND KNOWN AS LOT NUMBER TWENTY-TWO (22), THE WEST HALF (1/2) OF LOT NUMBER TWENTY-THREE (23), AND LOT NUMBER TWENTY-ONE (21), LESS AND EXCEPT THE WEST FIFTY-ONE AND SIXTY-SIX HUNDREDTHS (51.66) FEET THEREOF IN STELTER'S ADDITION TO THE CITY OF NAPOLEON, HENRY COUNTY, OHIO. SUBJECT TO LEGAL HIGHWAYS; including memberships and/or ownerships of non-municipal water and/or sewer systems, if any.

Permanent Parcel No.: 41-009553.0480, 41-009553.0460 AND 41-009553.0500

The singular number shall include the plural, the plural the singular, and use of any gender shall be applicable to all genders.

**To Have and to Hold** the above granted and bargained premises, with the appurtenances thereof, unto the said Grantee, Grantee's heirs and assigns forever, and MICHAEL L. PENLAND AND GINA PENLAND the said Grantors, do for myself and my heirs, executors and administrators, covenant with the said Grantee, his heirs and assigns, that at and until the ensembling of these presents, well seized of the above described premises, as a good and indefeasible estate in FEE SIMPLE, and have good right to bargain and sell the same in manner and form as above written, and that the same are **free from all encumbrances whatsoever, except as described herein**, and that Grantors will **Warrant and Defend** said real property, with the appurtenances thereunto belonging, to the said Grantee, Grantee's heirs, successors and assigns, against all lawful claims and demands whatsoever.

And for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors do hereby remise, release and forever quit-claim unto said Grantee, Grantee's heirs, successors and assigns, all Grantor's right and expectancy of **Dower**, if any, in the above described premises.

Real Estate taxes, both general and special, will be prorated to the date of closing.

This conveyance is made and accepted subject to the lien for current taxes and other assessments and all valid and subsisting restrictions, reservations, conditions, limitations, encumbrances, covenants, exceptions and easements as may appear of record, if any, affecting the above described property.

The singular number shall include the plural, the plural the singular, and use of any gender shall be applicable to all genders.

In Witness Whereof Grantors have hereunto set their hands, the 10<sup>th</sup> day of November, 19 97

Signed and acknowledged in presence of:

Alison B. McCormick  
Signature of Witness to Michael L. Penland  
Witness' printed name: Alison B. McCormick

Alison B. McCormick  
Signature of Witness to Michael L. Penland  
Witness' printed name: Allison B. McCormick

Kathryn A. Rubinstein  
Signature of Witness to Gina Penland  
Witness' printed name: Kathryn A. Rubinstein

Evelyn M. Long  
Signature of Witness to Gina Penland  
Witness' printed name: Evelyn M. Long

Michael L. Penland  
MICHAEL L. PENLAND—Grantor

Gina Penland  
GINA PENLAND—Grantor

6147

RECEIVED & RECORDED

JAN 7 1998

At 1:26 P.M.  
ARLENE WALLACE, RECORDER  
HENRY COUNTY, OHIO

Mane 1403

AREA Title.  
709 Madison Ave  
Ste 101

Soleda Oh 43624

[Continued]



STATE OF North Carolina }  
COUNTY OF Scotland } ss.

Before me, a notary public in and for said County and State, personally appeared the above named MICHAEL L. PENLAND,\* who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.  
\*Husband of Gina Penland



November, A.D. 19 97, I have hereunto set my hand and official seal, at 1:25 PM this 10<sup>th</sup> day of November.

Rebecca S. Johns  
Notary public  
Rebecca S. Johns for

STATE OF Ohio }  
COUNTY OF Henry } ss.

Before me, a notary public in and for said County and State, personally appeared the above named GINA PENLAND,\* who acknowledged that they did sign the foregoing instrument and that the same is their free act and deed.  
\*Wife of Michael L. Penland

Nov, A.D. 19 97, I have hereunto set my hand and official seal, at 10:25 AM this 13<sup>th</sup> day of November.

Donald R. Moore  
Notary public

**DONALD R. MOORE**  
Notary Public, State of Ohio  
My Commission Expires Aug. 3, 1998

AUDITORS OFFICE  
TRANSFERRED my  
JAN 07 1998  
JAMES M. HOOPS  
HENRY CO. AUDITOR

\$ 1.50  
This Conveyance has been examined and the Grantor has complied with Section 319.202 of the Revised Code.  
FEE \$ 484.00  
EXEMPT  
JAMES M. HOOPS, County Auditor

Prepared in the Law Office of:  
Hoge, Evans, Holmes, Carter & Ledbetter, P.L.L.C.  
13455 Noel Road, Suite 400  
Dallas, Texas 75240

Concrete Specialist Co.  
 5-943 ST RT 110  
 Napoleon, OH 43545

# Invoice

DATE	INVOICE #
11/29/2010	174i

BILL TO
Mr. David Volkman 822 Strong St Napoleon, Oh 43545

P.O. NO.	TERMS	PROJECT

ITEM	DESCRIPTION	Est Amt	Prior Amt	Prior %	Curr %	Total %	AMOUNT	
Sales	Work Ordered /Install new sump pump pit and hook to storm drain. Disconnect footer tile from sanitary for sewer storm separation	3,200.00			100.00%	100.00%	3,200.00	
Sales	Work Ordered /Materials for inspection pit,,sewer disconnect with clean out, 2 furncos, 4" t, 6" clean out and cap	140.00			100.00%	100.00%	140.00	
Sales	Work Ordered /Pressure wash walls , apply waterproofing remove front step	650.00			100.00%	100.00%	650.00	
							<b>Total</b>	\$3,990.00

*paid  
 ck # 6615  
 12/5/10*