

THE CITY OF NAPOLEON

BUILDING & ZONING DEPARTMENT

255 W. RIVERVIEW

(419) 592-4010

Plumbing Permit

Permit Number: PL2008-42

Page 1 of 1

Printed: 9/5/2008

ADDRESS:

503 Appian Ave.

Applicant

Name: Bob Cordes Plumbing

Address: 17-706 Co Rd Q-1

Approval Date: 8/28/2008

419-758-3162

Owners

Name: Ms. Jolynn Cole

Address: 503 Appian Ave

Napoleon, OH 43545

Phone: 419-557-1536

Contractors

Contractor Type: Plumber

Name: Bob Cordes Plumbing

Address: 17-706 Co Rd Q-1

Napoleon, OH 43545

Phone: 419-758-3162

Fees and Receipts:

Number	Description	Amount
FEE2008-568	Plumbing/outside clean out	\$25.00

Total Fees: \$25.00

RCPT2008-356		\$25.00
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Total Receipts: \$25.00

sewer repair

APPLICANTS SIGNATURE: _____ DATE: _____

REMINDER: YOU MUST CALL (419)592-4010 FOR AN INSPECTION



REVOCABLE RIGHT-OF-WAY PERMIT

Permit No. PL2008-42

City Code Chapter 919

Definition. Public right-of-way means the surface and space above and below any real property in which the City has an interest in law or in equity, whether held in fee, or other estate or interest, or as trustee for the public, including but not limited to all public streets and public easements, as those terms are defined herein, sidewalks, treelawns and other property, but only to the extent of the City's right, title, interest or authority to grant a construction permit. (§919.01)

Indemnification. Permit holder expressly undertakes to defend, indemnify and hold the City and its elected and appointed officers, officials, employees, volunteers, agents, representatives and subcontractors harmless from and against any and all damages, losses and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from or alleged to arise out of or result from the negligent, careless or wrongful acts, omissions, failures to act or misconduct of the applicant or its affiliates, officers, employees, agents, contractors or subcontractors in proposed construction in the public right-of-way, whether such acts or omissions are authorized, allowed or prohibited by Chapter 919 of the Codified Ordinances of the City of Napoleon, Ohio. This provision survives termination of the permit.

Construction Schedule and OUPS. The permit holder shall submit a written construction schedule to the City ten (10) working days before commencing any construction work in or about the public right-of-ways. The permit holder shall further notify the City and the Ohio Utility Protection Service (OUPS) not less than forty-eight (48) hours in advance of any excavation in the public right-of-ways. The permit holder shall promptly complete all construction activities so as to minimize disruption of the public right-of-ways and other public or private property.

Duty to Install in Compliance. The permit holder shall construct, install, repair, operate and maintain its facilities in the public right-of-ways in accordance with all applicable federal, state and local codes, rules and regulations.

Inspection. All work performed in the public right-of-way during construction shall be subject to the inspection by the Inspector. If so ordered by the Inspector, all work that does not comply with the permit, the approved plans and specifications for the work, or the requirements of this chapter, shall immediately cease and shall be immediately corrected and/or removed by the permit holder.

Protection of Site. At all times during construction, the permit holder or other person acting on its behalf shall use suitable barricades, flags, flagmen, lights, flares and other measures as necessary and in accordance with applicable state and local requirements, including the Ohio Department of Transportation's Uniform Manual of Traffic Control Devices, for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting such public right-of-way or property. The Inspector may issue any additional orders he or she deems appropriate pursuant to this section, and the permit holder shall promptly comply with all such orders. At all times the work shall be done so as to cause the least inconvenience to property owners and the general public.

Least Disruption Technology. All construction work performed in the public right-of-way shall be performed in the manner resulting in the least amount of damage and disruption of the public right-of-way. (a) Underground Facilities. (1) Whenever any existing electric utilities, cable facilities, telecommunications facilities or other similar Facilities are located underground in the public right-of-way of the City, the permit holder must, when practical, as determined by jointly by the City Engineer, also locate its facilities underground, permit holder utilizing best efforts to do so. (2) Unless otherwise authorized by the Inspector for good cause, construction of underground facilities shall utilize trenchless technology, including, but not limited to, horizontal drilling, directional boring, and microtunneling, if technically and/or technologically feasible. In addition, all cable, wire or fiber optic cable facilities to be installed underground shall be installed in conduit, without using direct bury techniques. (b) Overhead Facilities. In the event

underground location of its facilities is not practical, the permit holder shall install its facilities only on existing utility poles. In the event it is not practical to do so, as determined by the City Engineer after consultation with the City Electrical Superintendent, permit holder utilizing best efforts to do so, then new utility poles may be erected and used with the City's permission. Nothing in this provision shall be construed as eliminating any requirement of permit holder's to obtain facility attachment agreements with public or private owners of poles and/or infrastructure and pay any fees associated therewith. (c) Excess Capacity. To reduce excavation in the public right-of-way, it is the City's goal to encourage permit holders to share occupancy of underground conduit as well as to construct, whenever possible, excess conduit capacity for occupancy of future facilities in the public right-of-way. Therefore, if a permit holder is constructing underground conduit in the public right-of-way for its own facilities, and the City reasonably determines such construction is in an area in which other providers would likely construct facilities in the future, the City may require the permit holder to construct extra conduit capacity in the public right-of-way, provided the permit holder shall be reimbursed for the use of the excess capacity by any other permit holder that uses the excess capacity. The permit holder may charge a reasonable market lease rate for occupancy of the additional conduit space as reimbursement. (d) City Owned Conduit. If the City owns or leases conduit in the path of a permit holders proposed construction of facilities, and provided it is technologically feasible for the permit holders facilities to occupy the conduit owned or leased by the City, the permit holder shall be required to occupy the conduit owned or leased by the City in order to reduce the necessity to excavate the public right-of-way. The permit holder shall pay to the City a reasonable fee for such occupancy. The City and the permit holder may agree to amortize the fee through annual payments to the City.

Restoration in General. (a) The permit holder shall, after the construction work is completed and at its own expense, promptly remove any obstructions from, and restore the public right-of-ways or other City or private property, and provide property improvements, fixtures, structures and facilities damaged during the course of construction within ten (10) days, or longer at the City's discretion, to as good a condition as existed before the work was undertaken, unless otherwise directed by the City. (b) If weather or other conditions do not permit the complete restoration required by this Section, the permit holder shall temporarily restore the affected public right-of-ways or property. Such temporary restoration shall be at the permit holders sole expense and the permit holder shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration.

Landscape Restoration. (a) Subject to paragraph (b) below, all authorized trees, landscaping and grounds removed, damaged or disturbed as a result of the Construction must be replaced or restored as nearly as may be practicable, to the condition existing prior to performance of work. (b) All restoration work within the public right-of-ways shall be done in accordance with landscape plans as provided by the permit holder and as approved by the City Engineer.

Relocation and Removal Facilities. Within thirty (30) days following written notice from the City, the permit holder shall, at its own expense, temporarily or permanently remove, relocate, change or alter the position of any of its facilities in the public right-of-ways whenever the City shall have determined that such removal, relocation, change or alteration is reasonably necessary for: (a) The Construction, reconstruction, repair, maintenance or installation of any City or other public improvement in or upon the public right-of-ways. (b) The operations of the City or other governmental entity in or upon the public rights-of-way. (c) Whenever any existing electric utilities, cable facilities, telecommunications facilities or other similar facilities are located or relocated underground in the public right-of-ways of the City, the permit holder shall relocate its facilities underground within a reasonable period of time as determined by the City. Absent extraordinary circumstances or undue hardship, as determined by the City, such relocation shall be made concurrently to minimize the disruption of the public right-of-ways.

Assignments and Transfers of Permit. Ownership or working or ultimate control of this Permit may not be, directly or indirectly, transferred, assigned or disposed of by sale, lease, merger, consolidation or other act of the permit holder, by operation of law or otherwise, without consent of the City. Consent of the City shall not be required if ownership or control of the permit is transferred to any entity controlling, controlled by or under common control with the permit holder;

provided that: (a) The City is notified of the proposed transfer on or before the date of transfer; and, (b) At the time of such notification, the permit holder and the transferee shall certify to the City that the transferee: (1) Is licensed to do business in Ohio; and, (2) Shall comply with the conditions of the permit including the insurance and construction and performance bond requirements.

Curb Cutting, Inspection Fees. No person shall cut any curb on any of the streets or highways within the City without first having secured a permit to do so. The permit will be issued by the City Engineering Department upon the condition that permit holder cut or reinstall said curb at permit holder's expense, whichever is applicable as determined by the City Engineer, to City specifications. In addition to any other fees, an inspection fee of one dollar (\$1.00) per lineal foot shall be charged for the cutting of any curbs.

Appeals. (a) Any permit holder or applicant for a permit under this chapter has thirty (30) days of receipt of any decision rendered by the City Engineer or Inspector with respect to this chapter to appeal such decision. Such appeal shall be timely filed with the City Manager for review and final determination. The City Manager shall review the appeal and shall issue its determination no later than ten (10) days after receipt of the appeal. Such appeal shall be limited in scope as to whether or not the City Engineer or Inspector abused his or her discretion or was arbitrary or capricious in his or her decision. Such hearing shall be recorded with sworn testimony. (b) The decision of the City Engineer or Inspector shall stand pending the decision of the City Manager; further, the appeal process does not bar the City Engineer or Inspector to cause to be removed any obstruction from the right-of-way pending the decision of the City Manager when such action is deemed immediately necessary by such City Engineer or Inspector to preserve the health, safety or welfare of the public. (c) The appeal process as provided for in this chapter does not bar the filing of criminal charges under this chapter, nor is it applicable thereto.

Penalty. A violation of any of the provisions of Chapter 919 of the Codified Code of Napoleon, Ohio shall constitute a misdemeanor of the minor degree. Each day a violation continues shall be considered a separate offense.

Duration: This permit expires when the reason for the issuance of the permit is satisfied; or, on the date of _____ 20____; or, when otherwise revoked by the City in writing, whichever comes first.

(Application dated 8/28/08 Incorporated into this permit by reference thereto)

Accept Terms and Conditions:

By:

By: City Engineer

Permit Acceptance

Permit Issued To: Bob Cordes Plumbing

on this ____ day of _____, 2008.

VERIFICATION CERTIFICATE

This is to certify that BOB CORDES DBA BOB CORDES PLUMBING , Bond No. 5975573
in favor of THE CITY OF NAPOLEON, 255 W RIVER VIEW AVE, NAPOLEON, OH 43545

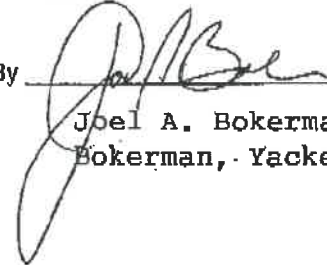
with a Bond Amount of TWO THOUSAND DOLLARS and 00 CENTS

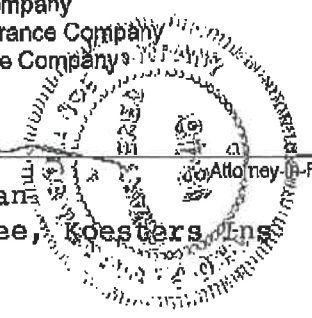
and a Renewal Term of JANUARY 1, 2008 to DECEMBER 31, 2008 , and dated

SEPTEMBER 8, 2008 , remains in effect, subject to all its agreements, limitations, and conditions.

Signed and dated this 8TH day of SEPTEMBER , 2008 .

- Westfield Insurance Company
- Westfield National Insurance Company
- Ohio Farmers Insurance Company

By  _____
 Joel A. Bokerman
 Bokerman, - Yackee, Koesters, Inc.
 Attorney-in-Fact





CITY OF NAPOLEON
Engineering Division
Building & Zoning Division

255 W. Riverview Avenue, PO Box 151, Napoleon, OH 43545
Phone: 419-592-4010 - Fax: 419-599-8393

FAX COVER SHEET

TO: Bokerman-Yackee-Koesters

FAX NUMBER: 419-599-1838

FROM: Angela Straight

DATE: 8/28/2008 **TIME:** 11:36 AM

RE: Bob Cordes, Bond. This is a form that we require. The sum of the bond must be the same cost of the job. So whatever he is charging the customer.

Thank you.

If you have any questions please feel free to give me a call
419-592-4010

Message Confirmation Report

AUG-28-2008 11:33 THU

Fax Number : 4195998393
Name : NAPOLEON CITY

Name/Number : 94195991838
Page : 3
Start Time : AUG-28-2008 11:32 THU
Elapsed Time : 01'14"
Mode : STD G3
Results : [O.K]



CITY OF NAPOLEON
Engineering Division
Building & Zoning Division
255 W. Riverview Avenue, PO Box 151, Napoleon, OH 43545
Phone: 419-592-4010 - Fax: 419-599-8393

FAX COVER SUBJECT

TO: Bokerman-Yackee-Koesters

FAX NUMBER: 419-599-1838

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DATE: 8/28/2008 **TIME:** 11:36 AM

RE: Bob Cordes, Bond. This is a form that we require. The sum of the bond must be the same cost of the job. So whatever he is charging the customer.

Thank you.

If you have any questions please feel free to give me a call
419-592-4010

General
Power
of Attorney

POWER NO. 3405591 00

Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint

JOEL A. BOKERMAN, KEVIN E. YACKEE, LAWRENCE S. KOESTERS, ALAN D. GERKEN, AUDREY L. NYE, AND ROSETTA M. REISER, JOINTLY OR SEVERALLY

of **NAPOLEON** and State of **OH** its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, undertakings, and recognizances; provided however, that the penal sum of any one such instrument executed hereunder shall not exceed **ONE MILLION AND NO/100 DOLLARS (\$1,000,000)**-----

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-In-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-In-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-In-Fact, may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such instruments so executed by any such Attorney-In-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 6, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their Senior Executive and their corporate seals to be hereto affixed this 04th day of FEBRUARY A.D., 2003.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

Richard L. Kinnaird, Jr.
By: Richard L. Kinnaird, Jr., Senior Executive

State of Ohio
County of Medina ss.:

On this 04th day of FEBRUARY A.D., 2003, before me personally came Richard L. Kinnaird, Jr. to me known, who, being by me duly sworn, did depose and say, that he resides in Medina, Ohio; that he is Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



William J. Kahelin
William J. Kahelin, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.09-Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, M. Brooks Rorapaugh, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 8th day of

September A.D., 2008.



M. Brooks Rorapaugh
M. Brooks Rorapaugh, Secretary



CITY OF NAPOLEON

ENGINEERING DEPARTMENT
255 West Riverview Avenue, P. O. Box 151 Napoleon, OH 43545
Chad E. Lulfs, P.E., P.S., City Engineer
Telephone: 419/592-4010 Fax: 419/599-8393
www.napoleonohio.com

September 12, 2008

Bob Cordes Plumbing
17-706 County Road Q1
Napoleon, OH 43545

Attn: Bob Cordes

Re: 503 Appian Avenue
Sanitary Sewer Lateral Repair
Trench Compaction

Dear Mr. Cordes,

It has come to our attention that compaction efforts utilized for the above referenced project did not meet the City of Napoleon's compaction requirements. As per Section 7.10.4 of the City of Napoleon's Project Specifications:

"The backfill material shall be deposited in horizontal layers of no greater than six (6) inches in depth and each layer shall be thoroughly compacted to the proper density by approved compaction equipment before a succeeding layer is placed..."

As per Section 7.11.1 of the City of Napoleon's Project Specifications:

"Granular backfill material shall conform to the requirements of ODOT Item 304, as subsequently modified, and shall be mechanically processed material of uniform gradation..."

As per Section 7.11.5 of the City of Napoleon's Project Specifications:

"Granular backfill material, including pipe embedment, shall be compacted to a minimum of ninety-eight (98) percent of the maximum density as determined by the Standard Proctor Test."

As per Section 7.2.2 of the City of Napoleon's Project Specifications:

"Trench Backfill – One (1) test for every 200 cubic yards of backfill material."

As per Section 7.2.6 of the City of Napoleon's Project Specifications:

“If any of the previous tests indicate insufficient values, additional tests shall be performed in a manner directed by the AUTHORIZED REPRESENTATIVE. Testing shall continue until the specified values have been attained. Retests shall be referenced to the corresponding failing test.”

Therefore, you are required to submit a sample of the granular material to a materials testing lab for a Standard Proctor value. Once this is received by the City of Napoleon, you shall excavate the trench, place the backfill material in six (6) inch compacted lifts, and have each lift tested for sufficient compaction by the material testing company. You have thirty (30) days from the date of this letter to comply.

The City of Napoleon has requested that payment to you from Maumee Valley Planning Organization be withheld until the pavement has been repaired to the satisfaction of the City of Napoleon. If you have any questions or require additional information, contact our office.

Yours truly,



Chad E. Lulfs, P.E., P.S.
City of Napoleon Engineer

cc: Dr. Jon A. Bisher, City Manager
Martin T. Crossland, Staff Engineer
Phil Cleland, Maumee Valley Planning Organization

419-439-0240 Cordes

419-466-3255 MITCH

Compaction
Test
Failed

7005 0390 0003 9874 8373

U.S. Postal Service™
CERTIFIED MAIL™ RECEIPT
(Domestic Mail Only; No Insurance Coverage Provided)

For delivery information visit our website at www.usps.com

OFFICIAL USE

Postage	\$
Certified Fee	
Return Receipt Fee (Endorsement Required)	
Restricted Delivery Fee (Endorsement Required)	
Total Postage & Fees	\$ 5.32



Sent To

Street, Apt. No., or PO Box No. _____

City, State, ZIP+4 _____

BOB CORDES
17-706 CO RD Q-1
NAPOLEON, OH 43545

PS Form 3800, June 2004 Reverse for Instructions

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

BOB CORDES
17-706 CO RD Q-1
NAPOLEON, OH 43545

COMPLETE THIS SECTION ON DELIVERY

A. Signature Agent Addressee

Bob Cordes

B. Received by (Printed Name) Agent Addressee

Bob Cordes C. Date of Delivery *9-18-08*

D. Is delivery address different from item 1? Yes No

If YES, enter delivery address below:

3. Service Type

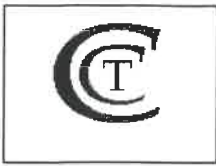
Certified Mail Express Mail

Registered Return Receipt for Merchandise

Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7005 0390 0003 9874 8373



CONSTRUCTION CONSULTING & TESTING, INC.

TOLEDO OFFICE - P.O. Box 287 * Waterville, Ohio 43566 * Ph.: (419) 878-7304
DETROIT OFFICE - 35410 Mound Rd. * Sterling Hts., Michigan 48310 * Ph.: (586) 795-2877

Client: Bob Cordes

Project: Meekison Street
Napoleon, Ohio

Date: September 20, 2008

Lab No.: L08334
CCT No.: 101-08030-1

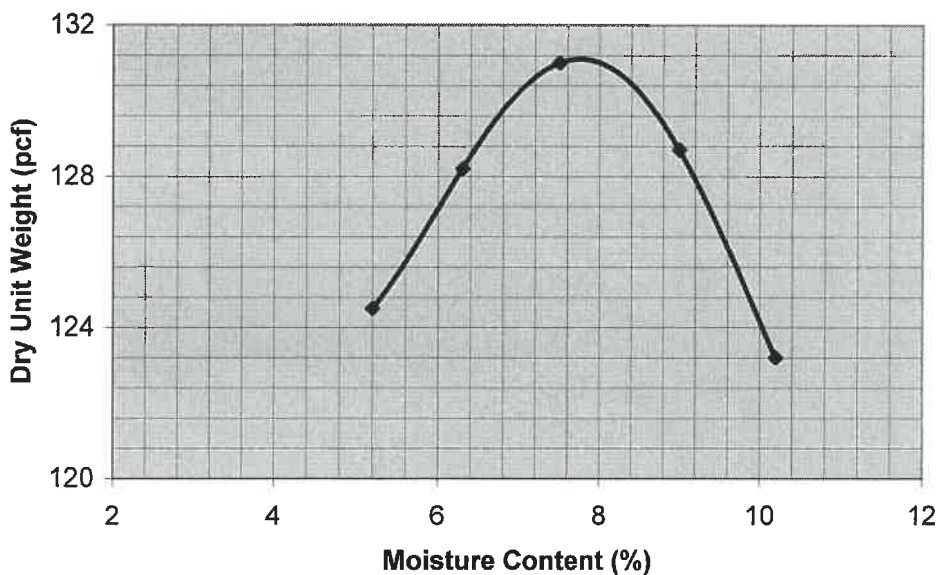
Report of Moisture-Density Relationship

Sample Description: 304 Crushed Limestone
Sample Source: On-Site
Product Source: Gerken Yard
Sample Date: 9/19/08
Proctor Number: L08334
Material Use: Aggregate Base
As Received Moisture: ---

Sieve Analysis

3"	
2"	
1 1/2"	
1"	
3/4"	88
1/2"	
3/8"	
#4	
#8	
#16	
#30	
#50	
#100	
#200	

Report of Moisture-Density Relationship



Gs, bulk dry: 2.600
(assumed)

Oversize Sieve: 3/4"

Corrected
Maximum Dry Density (pcf)

131.2

Optimum Moisture Content

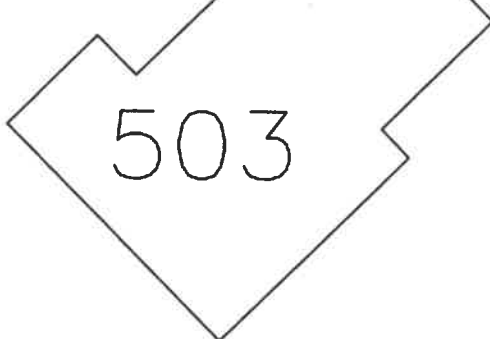
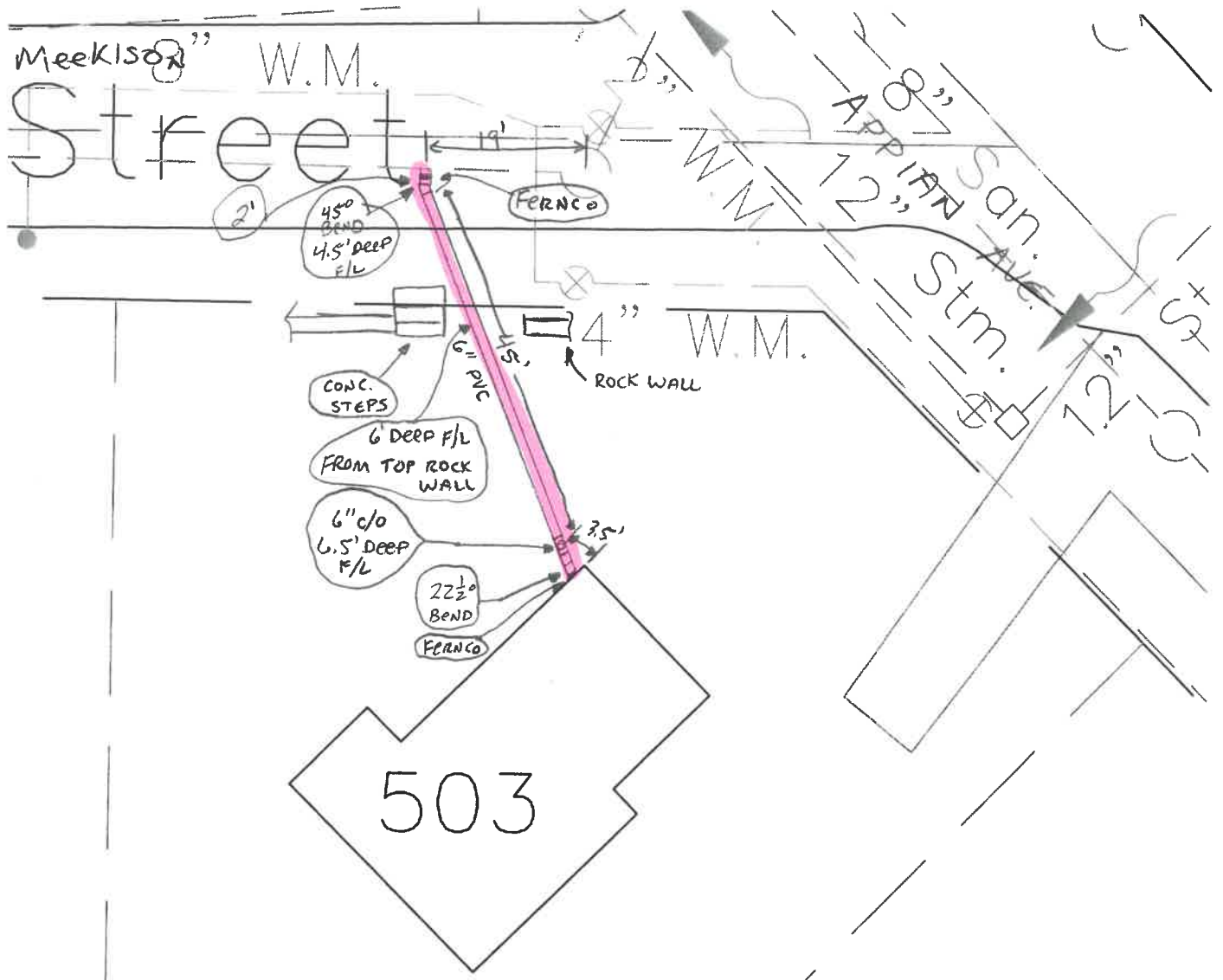
7.7

Test Method

ASTM D 698 "C"
Standard Proctor

Distribution: Bob Cordes

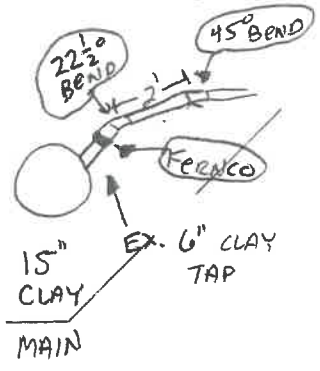
Reviewed By: 
Mitch D. Forst, P.E.



DATE: 9-8-08

INSTALLED BY: BOB CORDES
 INSPECTED BY: MARTY CROSSLAND

PROFILE





CITY OF NAPOLEON - OPERATIONS DEPT.

1775 Industrial Dr., Napoleon, OH 43545

Phone: 419/599-1891

FAX: 419/592-4379

July 21, 2008

Ms. Jolynn Cole
503 Appian Avenue
Napoleon, Ohio 43545

Operations Superintendent
Jeffrey C. Marihugh

Water Distribution Foreman
Scott Damman

Streets/Sewer Foreman
Ray Goodman

Construction Foreman
Jeff Rathge

Maintenance Foreman
Victor Pedraza

Refuse Foreman
Todd Baldwin

Recycling Foreman
Terry Nye

Head Mechanic
Tony Kuhlman

RE: Sanitary Sewer Lateral Located at 503 Appian Ave., Napoleon, Ohio

Dear Ms. Cole:

I would like to address the current condition of the sanitary sewer lateral that exists at the above-mentioned location. The Operations Department has been dispatched several times to a location near the corner of Meekison Street and Appian Avenue; these complaints are dealing with water leaking through the pavement with a foul odor. I have dispatched crews there several times to investigate this problem. City crews, using closed circuit television equipment, have determined that the sanitary sewer lateral from your home to the City's sanitary sewer has failed and appears to have collapsed under the sidewalk on the Meekison Street side of your property. The sanitary sewer lateral belongs to the homeowner and is the homeowner's responsibility to maintain as stated in Rule 6 of the "City of Napoleon Rules for Water and Sewer Service", which I have attached for your review.

Street and Sewer Foreman Ray Goodman reported to me, that he has made personal contact with you regarding this matter several times, as of your last conversation with Ray, he reported to my office that repairs would be made the week of July 7, 2008; to date no repair efforts have been made. Therefore, you are hereby notified that the necessary repairs must be completed no later than seven (7) days after the receipt of this letter or the Operations Department will have no other recourse than to treat this matter as a violation of the City of Napoleon Rules for Water and Sewer Service, Rule 15 Disconnection of Service, 15.1, A, 6, 7 and 9, which will result in the interruption of your water service until such time the repairs are satisfactorily completed.

The Operations Department wants to remind you that you will need to notify OUPS at 1-800-362-2764 at least 48 hours prior to making the necessary excavations and you will also need to contact the City of Napoleon Engineering Department at 419-592-4010 for any required permits, a list of licensed contractors (if a contractor is to be used) and inspectional services.

Thank you for your time and consideration in this matter

Sincerely

Jeffrey C. Marihugh,
Operations Superintendent

CC:

Jon A Bisher, City Manager
David Grahn, City Law Director
Greg Heath, City Finance Director
Chad Lulfs, City Engineer
Ray Goodman, Streets and Sewer Foreman



CITY OF NAPOLEON

ENGINEERING DEPARTMENT
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www.napoleonohio.com

October 8, 2008

Bob Cordes Plumbing
17-706 County Road Q1
Napoleon, OH 43545

Attn: Bob Cordes

Re: 503 Appian Avenue
Sanitary Sewer Lateral Repair
Payment Application

Dear Mr. Cordes,

As requested by Maumee Valley Planning Organization, this letter is to inform you that you have been approved for payment for the above referenced project, minus \$1,000.00 to insure timely placement of the asphalt concrete pavement to repair the trench. Once all trench repairs are completed, the remaining \$1,000.00 will be forwarded to you. If you have any questions or require additional information, contact our office.

Yours truly,

A handwritten signature in black ink, appearing to read "C. Lulfs", is written over a faint circular stamp.

Chad E. Lulfs, P.E., P.S.
City of Napoleon Engineer

cc: Dr. Jon A. Bisher, City Manager
Phil Cleland, Maumee Valley Planning Organization



CITY OF NAPOLEON - OPERATIONS DEPT.

1775 Industrial Dr., Napoleon, OH 43545

Phone: 419/599-1891

FAX: 419/592-4379

July 21, 2008

Operations Superintendent
Jeffrey C. Marihugh

Ms. Jolynn Cole
503 Appian Avenue
Napoleon, Ohio 43545

Water Distribution Foreman
Scott Damman

RE: Sanitary Sewer Lateral Located at 503 Appian Ave., Napoleon, Ohio

Streets/Sewer Foreman
Ray Goodman

Dear Ms. Cole:

Construction Foreman
Jeff Rathge

I would like to address the current condition of the sanitary sewer lateral that exists at the above-mentioned location. The Operations Department has been dispatched several times to a location near the corner of Meekison Street and Appian Avenue; these complaints are dealing with water leaking through the pavement with a foul odor. I have dispatched crews there several times to investigate this problem. City crews, using closed circuit television equipment, have determined that the sanitary sewer lateral from your home to the City's sanitary sewer has failed and appears to have collapsed under the sidewalk on the Meekison Street side of your property. The sanitary sewer lateral belongs to the homeowner and is the homeowner's responsibility to maintain as stated in Rule 6 of the "City of Napoleon Rules for Water and Sewer Service", which I have attached for your review.

Maintenance Foreman
Victor Pedraza

Refuse Foreman
Todd Baldwin

Recycling Foreman
Terry Nye

Street and Sewer Foreman Ray Goodman reported to me, that he has made personal contact with you regarding this matter several times, as of your last conversation with Ray, he reported to my office that repairs would be made the week of July 7, 2008; to date no repair efforts have been made. Therefore, you are hereby notified that the necessary repairs must be completed no later than seven (7) days after the receipt of this letter or the Operations Department will have no other recourse than to treat this matter as a violation of the City of Napoleon Rules for Water and Sewer Service, Rule 15 Disconnection of Service, 15.1, A, 6, 7 and 9, which will result in the interruption of your water service until such time the repairs are satisfactorily completed.

Head Mechanic
Tony Kuhlman

The Operations Department wants to remind you that you will need to notify OUPS at 1-800-362-2764 at least 48 hours prior to making the necessary excavations and you will also need to contact the City of Napoleon Engineering Department at 419-592-4010 for any required permits, a list of licensed contractors (if a contractor is to be used) and inspectional services.

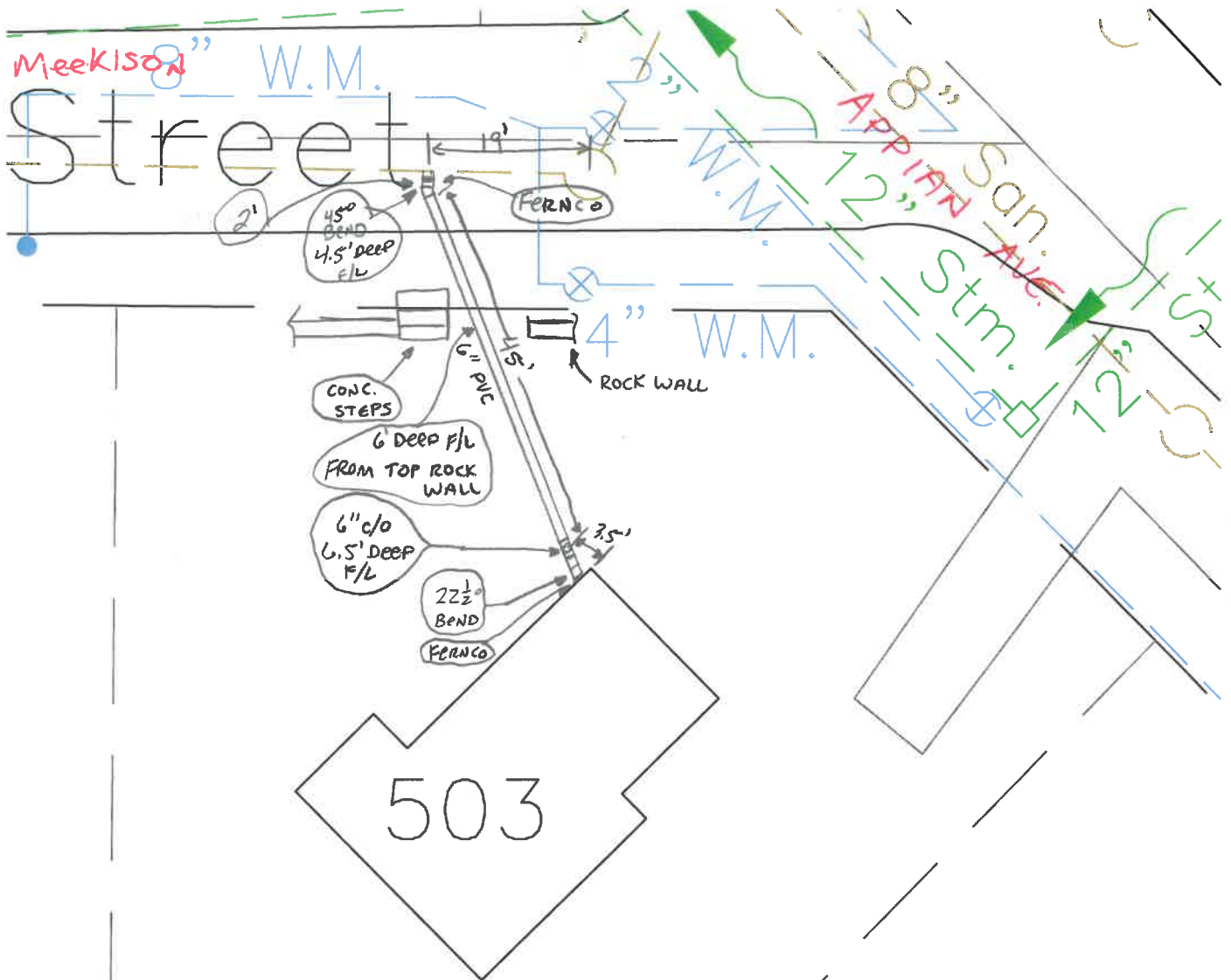
Thank you for your time and consideration in this matter

Sincerely

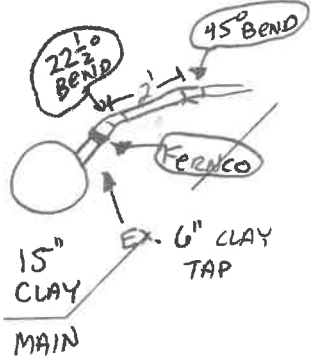
Jeffrey C. Marihugh,
Operations Superintendent

CC:

Jon A Bisher, City Manager
David Grahn, City Law Director
Greg Heath, City Finance Director
Chad Lulfs, City Engineer
Ray Goodman, Streets and Sewer Foreman



PROFILE



DATE: 9-8-08

INSTALLED BY: BOB CORDES

INSPECTED BY: MARTY CROSSLAND