

# THE CITY OF NAPOLEON

BUILDING & ZONING DEPARTMENT

255 W. RIVERVIEW

(419)592-4010

**Outside Sewer Permit**

**Permit Number:** OS2010-7

Page 1 of 2

Printed: 4/12/2010

**ADDRESS:**

**614 Clinton St. W.**

**Applicant**

**Name:** Vernon Nagel, Inc

**Address:** 0154 Co Rd 11C

**Approval Date:**

419-592-3861

**Owners**

**Name:** Mr. Greg Heath

**Address:** 614 W Clinton St

Napoleon, OH 43545

**Contractors**

**Contractor Type:** General Contractor

**Name:** Vernon Nagel, Inc

Napoleon, OH 43545

**Address:** 0154 Co Rd 11C

**Phone:** 419-592-3861

**Fees and Receipts:**

**Number**

**Description**

**Amount**

**Total Fees:**                      **\$0.00**

**Total Receipts:**                      **\$0.00**

**Repair Sewer Lateral**

**APPLICANTS SIGNATURE:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

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



# CITY OF NAPOLEON ZONING PERMIT APPLICATION

THIS APPLICATION IS FOR RESIDENTIAL DEMOLITIONS, FENCES, POOLS, SHEDS,  
DRIVEWAYS, SIDEWALKS & SEWERS

052010-7

DATE 4-9-10 JOB LOCATION 614 W. Clinton, Napoleon, OH  
 OWNER Greg Heath TELEPHONE # 419-592-7048  
 OWNER ADDRESS 614 W. Clinton, Napoleon, OH 43545  
 CONTRACTOR Vernon Nagel, Inc. CELL PHONE # \_\_\_\_\_  
 DESCRIPTION OF WORK TO BE PERFORMED Labor and material to repair sewer lateral  
 ESTIMATED COMPLETION DATE 4-12-10 ESTIMATED COST \$6,591.00

DESCRIPTION	FEE	TOTAL COST
Demo Permit	(100.3100.46690) \$100.00	\$
Fence	0	\$
Pool	0	\$
Garage and Shed Under 200 SF (Detached)	0	\$
Driveway	0	\$
Sidewalk/Curbing	0	\$
Sewer Outside	0	\$ 0
<b>Subtotal:</b>		\$ 0
		\$
<b>TOTAL FEE:</b>		\$ 0

**I FULLY UNDERSTAND THAT NO EXCAVATION, CONSTRUCTION OR STRUCTURAL ALTERATION, ELECTRICAL OR MECHANICAL INSTALLATION OR ALTERATION OF ANY BUILDING STRUCTURE, SIGN, OR PART THEREOF AND NO USE OF THE ABOVE SHALL BE UNDERTAKEN OR PERFORMED UNTIL THE PERMIT APPLIED FOR HEREIN HAS BEEN APPROVED AND ISSUED BY THE CITY OF NAPOLEON BUILDING/ZONING DEPARTMENT.**

*I hereby certify that I am the Owner of the named property, or that the proposed work is authorized by the Owner of record and that I have been authorized by the Owner to make this application as his/her authorized agent and I agree to conform to all applicable laws of the jurisdiction. In addition, if a permit for Work described in this application is issued, I certify that the code official or the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.*

**I HEREBY ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND THE ABOVE LISTED INSTRUCTIONS.**

SIGNATURE OF APPLICANT: Cindy Zsembik, Vernon Nagel, Inc. DATE: 4-9-10

PRINT NAME: Cindy Zsembik

BATCH #	CHECK #	DATE <u>4-9-10</u>
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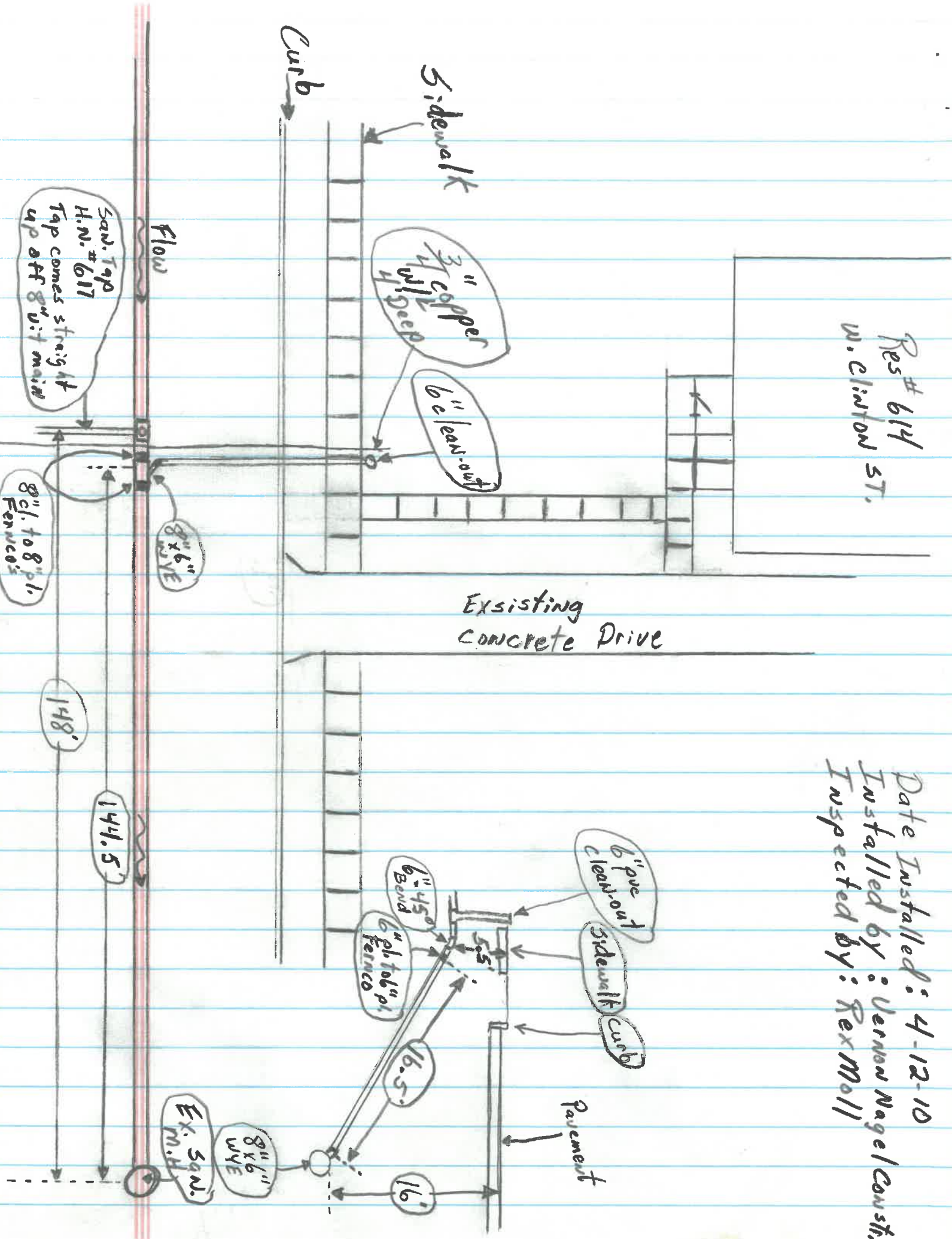
SCANNED

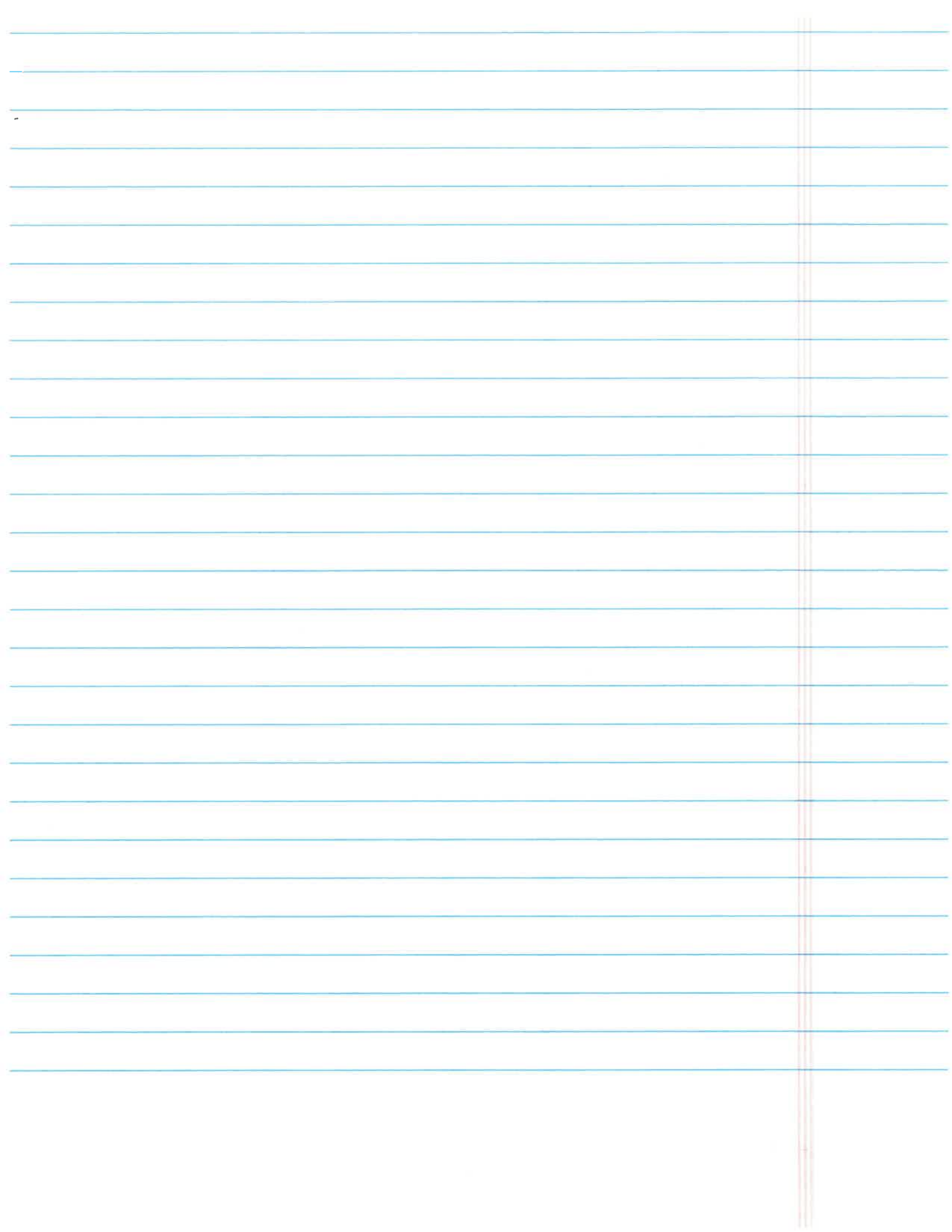
4-12-10

SCANNED

Res # 614  
W. Clinton ST.

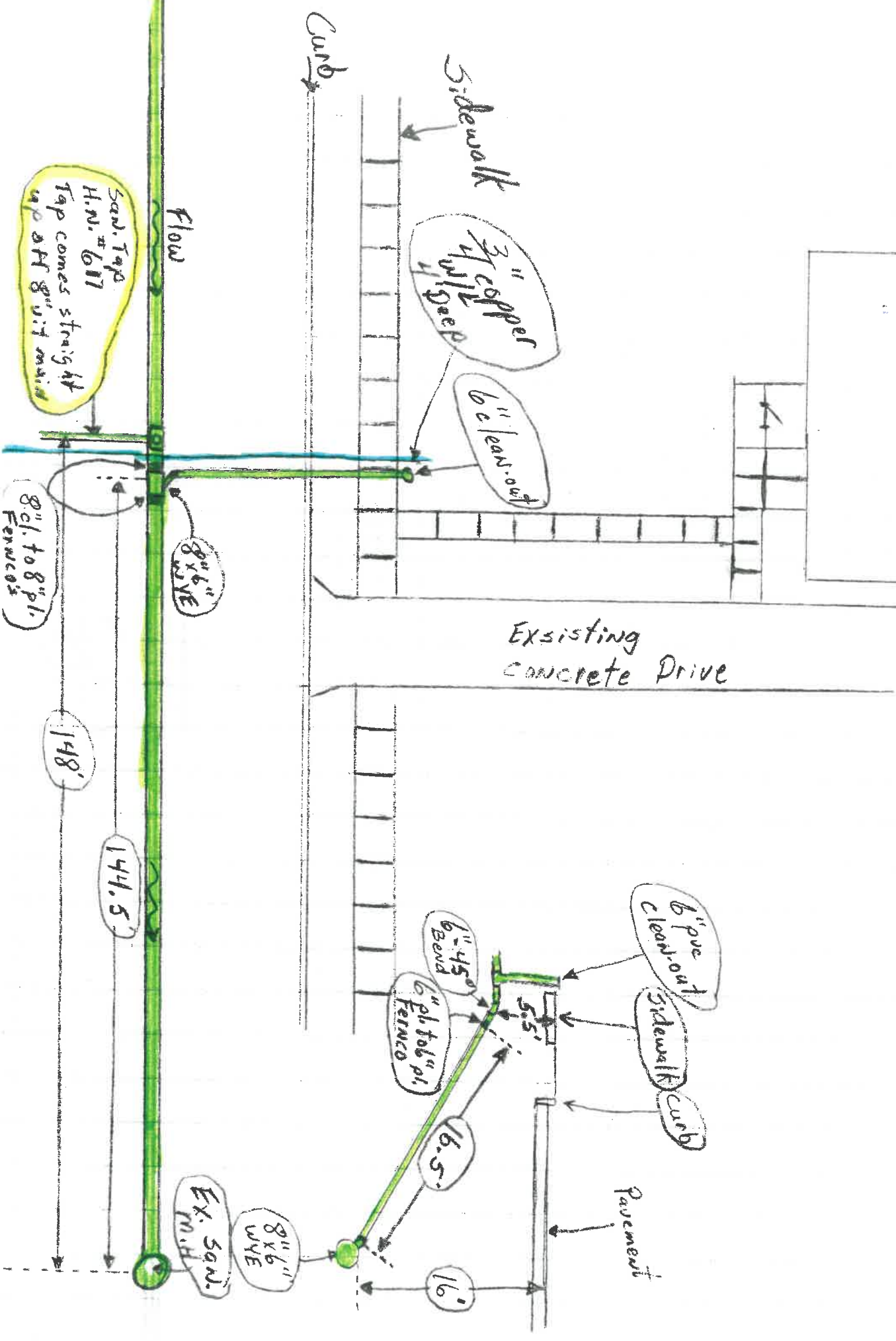
Date Installed: 4-12-10  
Installed by: Vernon Nagel/Const.  
Inspected by: Rex Moll





Res # 614  
W. Clinton ST.

Date Installed: 4-12-10  
Installed by: Vernon Nagel/Const.  
Inspected by: Rex Moll



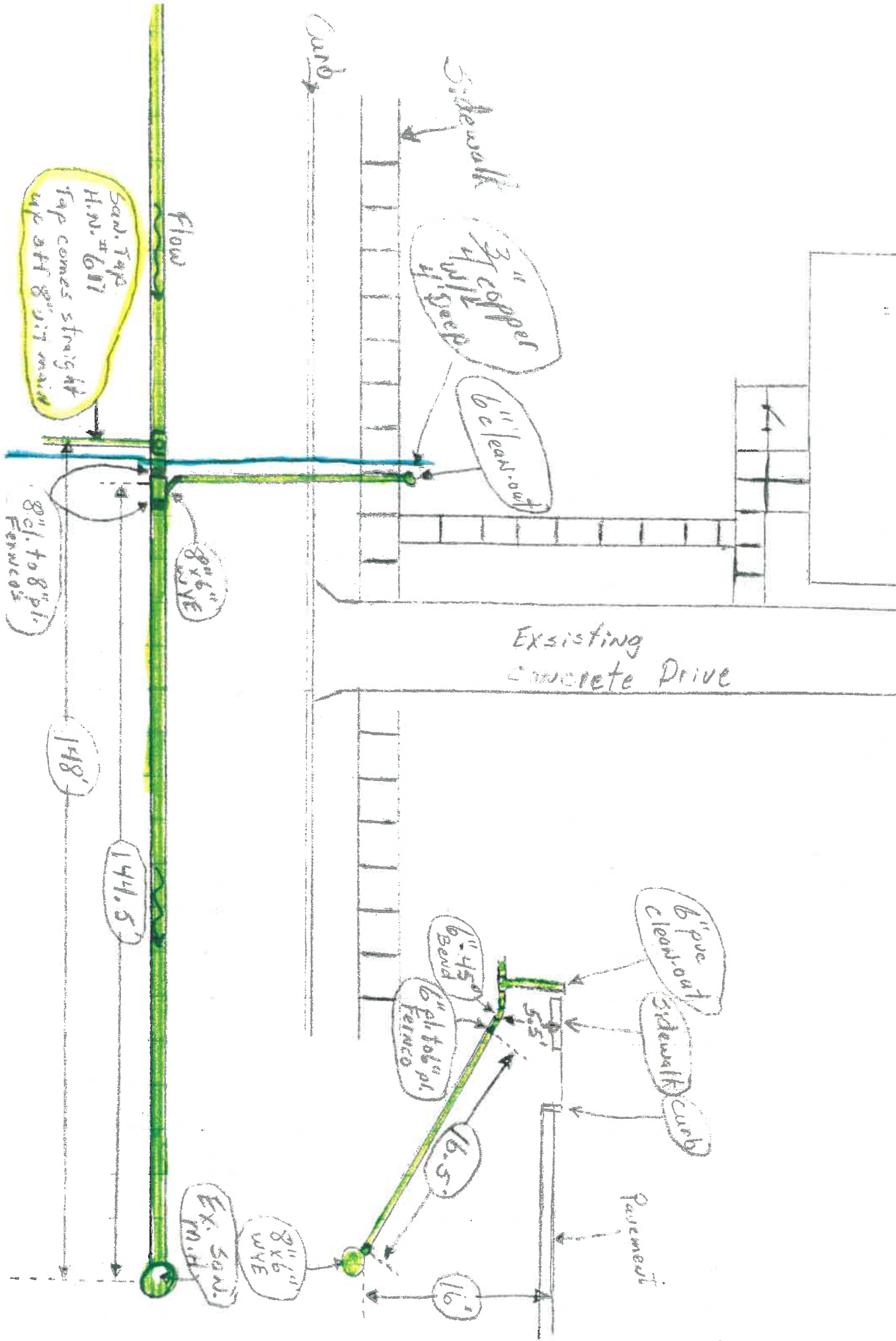






Res # 614  
W. Clinton ST.

Date Installed: 4-12-10  
Installed by: Vernon Nagel Construction  
Inspected by: Rex Moll

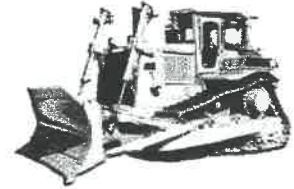






# ~ Proposal ~

**Vernon Nagel Inc.  
General Contractor**



0154 County Road 11-C  
Napoleon, OH 43545

Phone  
Fax

(419) 592-3861  
(419) 592-1537

To: Greg Heath  
614 West Clinton Street  
Napoleon, Ohio 43545

Date: April 8, 2010

Project Name:  
Project Location: Same  
Phone: 419-592-7048  
Fax:

**We hereby submit specifications and estimates to:**

Labor and material to repair sewer lateral	5,426.00
Replace asphalt pavement	815.00
Mobilization	350.00
<b>Total</b>	<b>6,591.00</b>

**Does Not Include:**

Concrete replacement in roadway  
Seeding or restoration

**Notes:**

Any unforeseen circumstances including utilities can be billed as extra work.  
Lateral is priced to repair to the mainline. If lateral can be repaired outside of pavement a significant credit can be applied.  
Work can be performed starting April 12th

**Note: This proposal is valid for 10 days.**

**We will complete the above work and specifications in the base bid for the sum of:**

**Six Thousand Five Hundred Ninety One Dollars**

Terms: Net Ten Days From Invoice Date. A late charge of 2% (24%APR) will be added to past due accounts.

  
**Bill Zimmerman Construction Manager  
Vernon Nagel, Inc.**

**ACCEPTANCE OF THIS PROPOSAL**

The above prices, specification and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

  
**Signature**

04-08-2010  
**Date of acceptance**



**From :** [sue.rozek@huntington.com](mailto:sue.rozek@huntington.com) [+]  
**Date :** Mon, 12 Apr 2010 15:15:03 -0400  
**To :** [rdietrich@napoleonohio.com](mailto:rdietrich@napoleonohio.com) [+]  
**Subject :** Vernon Nagel

RE: Application for Construction in Right of Way @ 614 W. Clinton Street

Please forward this license bond to the City Manager for approval. The surety company does not feel that the Application is a contract between Vernon Nagel and City of Napoleon for work to be performed. A performance bond follows a contract.

Sue Rozek  
Account Associate  
1695 Indian Wood Circle  
Maumee OH 43537  
888-576-7900 Toll Free  
419-720-7751 Direct  
877-273-2207 Fax  
[sue.rozek@huntington.com](mailto:sue.rozek@huntington.com)

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Attachment	Length
~0715240.PDF - Adobe Acrobat Professional.PDF	18.9 kB



PERMIT FEE: \$25.00

## APPLICATION FOR CONSTRUCTION IN RIGHT-OF-WAY (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, tree, lawns and other property, but only to the extent of the City's right, title, interest or authority to grant a Construction Permit (§919.01).

Vernon Nagel, Inc.  
[Applicant's Name]

0154 County Rd 11C  
[Street Address]

Napoleon OH 43545  
City State Zip Code

Corporation  Not for Profit Organization  Partnership  
 LLC  Sole Proprietor  Other

34-4492412 287633  
[Federal Tax ID No.] [Charter No. If Corp.]

Jerry Nagel  
[Statutory Agent if Corp.]

Licensed as an Ohio Corporation   Licensed in Ohio as a Foreign Corporation  
Y N Y N

N/A

[List Any Affiliates to Company]

List the name, address and telephone number of the local officer, agent or employee responsible for the accuracy of the information provided and a number at which the City can contact the applicant at any time in case of emergency.

Scott Nagel Napoleon  
[Name] [Street] [City]  
OH 43545 419-579-4729  
[State] [Zip Code] [Emergency Telephone No.]

614 W. Clinton, Napoleon, OH

Labor and material to repair sewer lateral

Work to be done on 4-12-10

(The location, the kind, extent and schedule of the proposed work to be performed)

Attached  Not Attached: The location of all known overhead and underground public utility, utility, telecommunications, cable, water, sanitary sewer, storm water drainage and other existing facilities in the public right-of-way along the route of the applicants proposed construction, sufficient to show any impact of the applicant's facilities on other existing facilities.





Attached  Not Attached: If the applicant is proposing to construct or locate facilities above ground: (a) Evidence that surplus space is available for locating its facilities on existing utility poles along the proposed route; and, (b) The location and route of all facilities to be located or installed on existing utility poles.

Attached  Not Attached: If the applicant is proposing an underground installation of new facilities in existing ducts, pipes or conduits in the public rights-of-way, information in sufficient detail to identify: (a) The excess capacity currently available in such ducts or conduits before the installation of the applicants facilities; and, (b) The excess capacity, if any, that will exist in such ducts or conduits after installation of the applicants facilities.

Attached  Not Attached: If the applicant is proposing an underground installation of new facilities in new ducts or conduits to be constructed in the public right-of-way: (a) The location and depth proposed for the new ducts or conduits; and, (b) The excess capacity that will exist in such ducts or conduits after installation of the applicants facilities.

Attached  Not Attached: The construction methods to be employed for protection of existing structures, fixtures and facilities in or adjacent to the public right-of-ways.

Attached  Not Attached: The structures, improvements, facilities and obstructions, if any, that the applicant proposes to temporarily or permanently remove or relocate.

Attached  Not Attached: The impact of construction on trees in or adjacent to the public right-of-ways along the route proposed by the applicant, together with a landscape plan for protecting, trimming, removing, replacing and restoring any trees or areas disturbed during construction.

Attached  Not Attached: Certificate of Insurance demonstrating compliance with the insurance provisions. Applicant shall maintain and file with the City a certificate evidencing a commercial, general and liability insurance policy, issued by a company authorized to write insurance in the State and designating the City as an additional insured, in the following amounts (or such other amounts determined to be adequate by the City Engineer):

- (1) One million dollars (\$1,000,000.00) for any and all claims for bodily injury or death for each person;
- (2) Three million dollars (\$3,000,000.00) for any and all claims for bodily injury or death for each accident;
- (3) Five hundred thousand dollars (\$500,000.00) for all other types of liability; and,
- (4) Ten million dollars (\$10,000,000.00) excess liability or umbrella coverage for each accident arising out of the work to be performed pursuant to the construction permit or the prosecution of the work for which the construction permit is obtained or in any manner arising or growing out of the work necessary or incident to the issuance of the construction permit or that may be occasioned by reason of any work or anything else done pursuant to the construction permit. The insurance coverage shall be on an occurrence coverage basis so that the insurance required by this section shall provide coverage through the end of the period established by the applicable statute of limitations for all items insured. Such insurance policy shall require written notification to the City thirty (30) days prior to any expiration or cancellation.

The Applicant shall show to the reasonable satisfaction of the City that the applicant has workers compensation insurance in effect at all times covering its obligations under the workers compensation statute.

**No waiver of insurance shall be granted by the City Engineer unless, the nature of the construction work poses little or no risk to the public, as determined in writing by the City Engineer.  Waived  Not Waived**



\$ \_\_\_\_\_ Fee:  Paid  Waived: Fee shall be waived by the City Engineer when the item being placed into or near the right-of-way is a mailbox or other permissible material that will require no inspection, as determined by the City Engineer.

Performance Bond Approved

Performance Bond Waived

*[This blacked portion to be completed by authorized City official ONLY]*

**CAUTION:**

By signing this application, you are agreeing on behalf of the person and/or entity you are representing to all the terms, conditions, rules and regulations as required by Chapter 919 of the Codified Ordinances of the City of Napoleon, Ohio as now in effect or as may be later amended. Applicant warrants that he/she has the authority to make such application to the City of Napoleon, Ohio. Finally, applicant hereby 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 attorneys 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.

4-9-10  
[Date]

Cindy Zembik, Vernon Nagel, Inc.  
[Signature of Applicant]

Office Manager  
[Title]



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## REVOCABLE RIGHT-OF-WAY PERMIT

### City Code Chapter 919

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

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 Transportations 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 \_\_\_\_\_ Incorporated into this permit by reference thereto)**

Accept Terms and Conditions:

By:

By: City Engineer

\_\_\_\_\_

\_\_\_\_\_

Permit Acceptance

Permit Issued To: \_\_\_\_\_

on this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



License  
Bond

# Ohio Farmers Insurance Co.

Westfield Group <sup>SM</sup>  
Westfield Center, Ohio 44251-5001

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

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Vernon Nagel, Inc., 0-154 County Road 11C, Napoleon, OH 43545  
\_\_\_\_\_, as Principal, and OHIO FARMERS INSURANCE COMPANY, an Ohio Corporation with  
principal office at Westfield Center, Ohio, as Surety, are held and firmly bound unto City of Napoleon,  
Napoleon, OH, as Obligee, in the sum  
of Six thousand five hundred ninety one dollars and 00/100\*\*\*\*\* DOLLARS (\$ 6,591.00),  
for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and  
assigns, jointly and severally, firmly by these presents.

DATED this 9th day of April, 2010.

The Condition of this obligation is such, that whereas Principal is desirous of obtaining a license from \_\_\_\_\_  
City of Napoleon to carry on business  
as a sewer contractor / construction in Right-of-Way  
in Napoleon, OH  
for the term of twelve months or any shorter period commencing on the \_\_\_\_\_ day of \_\_\_\_\_,  
\_\_\_\_\_ , and ending on the \_\_\_\_\_ day of \_\_\_\_\_.

NOW, THEREFORE, if Principal shall, during the aforesaid term, faithfully observe and honestly comply with such  
Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond, then this obligation  
shall become void and of no effect, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety  
hereon.

Vernon Nagel, Inc.  
Principal  
By \_\_\_\_\_

OHIO FARMERS INSURANCE COMPANY

By Suzanne M. Rozek, Attorney-in-Fact

Huntington Insurance  
Agency and/or Agency Code



License  
Bond

# Ohio Farmers Insurance Co.

Westfield Group <sup>SM</sup>  
Westfield Center, Ohio 44251-5001

Bond No. 0050226

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Vernon Nagel, Inc., 0-154 County Road 11C, Napoleon, OH 43545  
\_\_\_\_\_, as Principal, and OHIO FARMERS INSURANCE COMPANY, an Ohio Corporation with  
principal office at Westfield Center, Ohio, as Surety, are held and firmly bound unto City of Napoleon,  
255 W. Riverview, Napoleon, OH 43545, as Obligee, in the sum  
of Six thousand five hundred ninety one dollars and 00/100\*\*\*\*\* DOLLARS (\$ 6,591.00 ),  
for the payment of which sum, well and truly to be made, we bind ourselves, our personal representatives, successors and  
assigns, jointly and severally, firmly by these presents.

DATED this 9th day of April, 2010.

The Condition of this obligation is such, that whereas Principal is desirous of obtaining a license from \_\_\_\_\_  
City of Napoleon to carry on business  
as a sewer contractor, construction in Right of Way  
in Napoleon, OH  
for the term of twelve months or any shorter period commencing on the 9th day of April,  
2010, and ending on the 9th day of April, 2011.

NOW, THEREFORE, if Principal shall, during the aforesaid term, faithfully observe and honestly comply with such  
Ordinances, Rules and Regulations, and any Amendments thereto, as require the execution of this bond, then this obligation  
shall become void and of no effect, otherwise to be and remain in full force and virtue.

PROVIDED, HOWEVER, that this bond may be continued from year to year by certificate executed by the Surety  
hereon.

Vernon Nagel, Inc.  
Principal  
By 

OHIO FARMERS INSURANCE COMPANY  
By   
Suzanne M. Rozek, Attorney-in-Fact

Huntington Insurance Inc.  
Agency and/or Agency Code \_\_\_\_\_





General  
Power  
of Attorney

POWER NO. 3418052 04

**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  
**KAREN M. TRAPP, JANE E. CRISPEN, LOIS J. FAUSNAUGH, HOLLY A. AMLIN, VICKY L. DIELMAN, ROBERT C. HAWKER, ROBERT F. MCCARTNEY, JUDITH A. ANDERSON, SUZANNE M. ROZEK, JOINTLY OR SEVERALLY**

of **BOWLING GREEN** 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, recognizances, undertakings, or other instruments or contracts of suretyship

**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 8, 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 **22nd** day of **MARCH** A.D., 2010 .

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 **22nd** day of **MARCH** A.D., 2010 , 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. Kaheln*

**William J. Kaheln, Attorney at Law, Notary Public**  
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio  
County of Medina ss.:

I, **Frank A. Carrino**, 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 **9th** day of **April** A.D., 2010 .



*Frank A. Carrino*  
**Frank A. Carrino, Secretary**



Office of Financial  
Regulation Services  
50 West Town Street  
Third Floor- Suite 300  
Columbus, Ohio 43215  
(614) 644-2658  
Fax (614) 644-3256  
www.ohioinsurance.gov

## Ohio Department of Insurance

Ted Strickland - Governor  
Mary Jo Hudson - Director



### Certificate of Compliance

Issued 06/26/09  
Effective 07/01/09  
Expires 06/30/10

I, Mary Jo Hudson, hereby certify that I am the Director of Insurance in the State of Ohio and have supervision of insurance business in said State and as such I hereby certify that

#### OHIO FARMERS INSURANCE COMPANY

of Ohio is duly organized under the laws of this State and is authorized to transact the business of insurance under the following section(s) of the Ohio Revised Code:

Section 3929.01 (A)

Accident & Health	Medical Malpractice
Aircraft	Multiple Peril - Commercial
Allied Lines	Multiple Peril - Farmowners
Boiler & Machinery	Multiple Peril - Homeowners
Burglary & Theft	Noncancellable A & H
Collectively Renewable A & H	Nonrenew - State Reasons (A&H)
Commercial Auto - Liability Other	Ocean Marine
Commercial Auto - No Fault	Other Accident only
Commercial Auto - Phys. Damage	Other Liability
Credit Accident & Health	Private Passenger Auto - No Fault
Earthquake	Private Passenger Auto-Liability Other
Fidelity	Private Passenger-Phys Damage
Financial Guaranty	Surety
Fire	Workers Compensation
Glass	
Group Accident & Health	
Guaranteed Renewable A & H	
Inland Marine	

OHIO FARMERS INSURANCE COMPANY certified in its annual statement to this Department as of December 31, 2008 that it has admitted assets in the amount of \$1,422,604,392, liabilities in the amount of \$347,052,798, and surplus of at least \$1,075,551,594.

IN WITNESS WHEREOF, I have hereunto subscribed my name and caused my seal to be affixed at Columbus, Ohio, this day and date.

Mary Jo Hudson  
Director





# Financial Statement

December 31, 2008

# Ohio Farmers Insurance Co.

Westfield Center, Ohio 44251-5001

(in thousands)

ASSETS	
Cash, cash equivalents, and short term investments	\$ 45,424
Bonds	166,470
Stocks, unaffiliated	29,900
Stocks, affiliated	935,299
Real estate	65,537
Agents' balances and uncollected premiums, net	45,186
Interest and dividends accrued	1,726
Other admitted and intangible assets	133,063
Total admitted assets	<u>\$1,422,605</u>
LIABILITIES	
Reserve for unearned premiums	\$ 63,861
Reserve for unpaid losses and loss expenses	121,872
Reserve for taxes and other liabilities	161,320
Total liabilities	347,053
SURPLUS	
Capital stock	0
Other than special surplus funds	3,064
Surplus	<u>1,072,488</u>
Total surplus	1,075,552
Total liabilities and surplus	<u>\$1,422,605</u>

State of Ohio

ss:

County of Medina

The undersigned, being duly sworn, says: That he is Senior Executive - Surety Operations of Ohio Farmers Insurance Company, Westfield Center, Ohio; that said Company is a corporation duly organized, existing and engaged in business as a Surety Company by virtue of the Laws of the State of Ohio and authorized to do business in the State of Ohio and has duly complied with all the requirements of the laws of said State applicable to said Company and is duly qualified to act as Surety under such laws; that said Company has also complied with and is duly qualified to act as Surety under the Act of Congress approved July 1947, 6 U.S.C. sec. 6-13; and that to the best of his knowledge and belief the above statement is a full, true, and correct statement of the financial condition of the said Company on the 31st day of December, 2008.

Attest:

*Frank Carrino*

Frank A. Carrino  
Corporate Counsel & Secretary

*Richard L. Kinnaird, Jr.*

Richard L. Kinnaird, Jr.  
Senior Executive  
Surety Operations

Sworn to before me this 11th day of February, A.D., 2009.

My Commission Does Not Expire  
Sec. 147.03 Ohio Revised Code

*William J. Kahelin*

William J. Kahelin  
Attorney at Law  
Notary Public - State of Ohio





# ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/12/2010

PRODUCER <b>Huntington Insurance, Inc.</b> 1695 Indian Wood Circle Maumee, OH 43537 419 720-7900	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED <b>Vernon Nagel, Inc.</b> 0154 Co. Rd. 11C Napoleon, OH 43545	INSURER A: <b>Continental Insurance Co</b>	<b>35289</b>
	INSURER B: <b>Continental Casualty Company</b>	<b>20443</b>
	INSURER C:	
	INSURER D:	
	INSURER E:	

**COVERAGES**

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> PD Ded:1,000 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	C4016697498	07/10/09	03/01/11	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000
A		AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	C4016697470	07/10/09	03/01/11	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ GARAGE LIABILITY <input type="checkbox"/> ANY AUTO AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC AGG \$
B		EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$ 0	C4016697484	07/10/09	03/01/11	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$ \$ \$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	C4016697498 Employers Liab./ Ohio Stop Gap	07/10/09	03/01/11	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
B		OTHER <b>Builder's Risk</b>	4019451658	03/03/10	03/01/11	\$5,000,000 Any One Loc Special form

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Certificate holder is included as additional insured on general liability, as their interest appears, as required by written contract.

<b>CERTIFICATE HOLDER</b> City of Napoleon 255 W. Riverview Avenue P.O. Box 151 Napoleon, OH 43545-0151	<b>CANCELLATION 10 Days for Non-Payment</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE <i>Mario M. Parnowski</i>
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## **IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

## **DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

