

THE CITY OF NAPOLEON

BUILDING & ZONING DEPARTMENT

255 W. RIVERVIEW

(419)592-4010

Outside Sewer Permit

Permit Number: OS2010-14

Page 1 of 2

Printed: 5/28/2010

ADDRESS:

755 Clinton St. W.

Applicant

Name: Steve Gerken

Address: 755 W. Clinton St.

Approval Date:

Owners

Name: Steve Gerken

Address: 755 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**

Separate sanitary/non-sanitary, replace & install drain lines

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

DATE 5-19-10 JOB LOCATION 755 W. Clinton St.
 OWNER Steve Gerken TELEPHONE # 419-592-0425
 OWNER ADDRESS 755 W. Clinton
 CONTRACTOR Nagel CELL PHONE # 419-966-4149
 DESCRIPTION OF WORK TO BE PERFORMED Seperate Sanitary / Non-Sanitary
Replace + Install drain lines.
 ESTIMATED COMPLETION DATE 6/1/10 ESTIMATED COST 4,000.-

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	\$ 4,000
Subtotal:		\$
		\$
TOTAL FEE:		\$ <u>4,000</u>

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: Steve Gerken DATE: 5/19/10

PRINT NAME:

BATCH #	CHECK #	DATE
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SANITARY SEWER GRANT AGREEMENT

THIS AGREEMENT made this 20 day of May, 20010, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and Steve Gerken, (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 755W. Clinton St. doing the following work at said location: same

City agrees to pay \$ 2,200.- for such work subject to the following terms and conditions:

1. Homeowner shall produce satisfactory evidence of ownership in said real estate.
2. Homeowner shall produce two (2) written estimates of the construction cost prior to commencement of the work.
3. Homeowner shall contract with Nagel, 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-servent 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 6-1-10.

9. Homeowner agrees any change in the original estimate amount must be approved in advance by the City if the amount is larger than first estimated.

10. Homeowner agrees that the City shall have thirty (30) days after final inspection of the work and upon the City receiving paid receipts from Homeowner evidencing that the Contractor has been paid in full, whichever comes last, to pay the Homeowner the amount specified in paragraph (A) above.

11. In the event that a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee and will not be counted as part of the amount specified in paragraph (A) above.

12. This Grant Agreement shall only be amended as to the scope and size of the project by attaching hereto a copy of such amendment, in writing.

13. This Agreement is binding on the parties, their heirs or successors and assigns.

14. This Agreement shall be controlled under the laws of Ohio.


Homeowner

Homeowner

City of Napoleon


Dr. Jon A. Bisher, City Manager

Approved as to form and correctness:


David M. Grahn, City Law Director

Certification of Funds

Attest:

I, Gregory J. Heath, Finance Director of the City of Napoleon, Ohio hereby certify that the money to meet this Agreement has been lawfully appropriated for the purpose of the agreement and is in the treasury of the City of Napoleon, Ohio or is in the process of collection to the credit of the appropriate fund free from prior encumbrance.


Gregory J. Heath, Finance Director

homeowners agrmt grant L:\LAW\lotus\wordpro\lawdirect\agreemen\200111\27\2002

City of NAPOLEON

SANITARY SEWER GRANT APPLICATION

ORDINANCE 154-01

DATE: 5-19-10

NAME: Steve Gerken

ADDRESS: 755 W. Clinton St.

PHONE #: 419-592-0425

CELL #: 419-966-4149

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.

D. Notwithstanding any Ordinance, Resolution or Policy to the contrary, if a new storm sewer and/or sanitary sewer tap is needed in connection with the work, the City will waive the sewer tap fee.

E. The City must be notified of the date work is to begin and of the construction schedule. The City will inspect the work periodically during construction.

F. Any changes in the work from the original estimate must be approved by the City in advance if it results in a larger grant than originally approved.

G. The city will perform a final inspection after completion of all work.

H. Reimbursement will be made by the City to the homeowner based on **PAID** receipts submitted to the City.

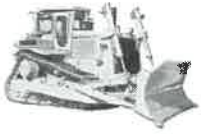
I Steve Gerken have read and fully understand the above and agree to all terms and conditions of this agreement on this day May 19 2010.

Steve Gerken

5-19-10

Applicants signature

Date



O 154 County Road 11-C
Napoleon, OH 43545

~ PROPOSAL ~
VERNON
NAGEL
INCORPORATED
GENERAL CONTRACTOR



Phone (419) 592-3861
Fax (419) 592-1537

NAME: <u>Steve Gerken</u>	PROJECT NAME: <u>Sanitary Sewer and Sewer Separation</u>
ADDRESS: <u>755 W. Clinton</u>	PROJECT LOCATION: <u>Napoleon, OH</u>
CTY/STATE: <u>Napoleon, OH</u>	DATE: <u>May 20, 2010</u>
ZIP: <u>43545</u>	PHONE: <u>419-966-4149</u>
ATTN: _____	FAX: _____

We hereby submit specifications and estimates for:

Replace approx. 60 feet of existing sanitary sewer with new 6" SDR-35 PVC sanitary sewer and install new cleanout.

Separate existing combined sewer and run approx. 40 feet of new 4" storm sewer tile and tie into existing storm sewer.

Project will not be scheduled without acceptance of this proposal, please return one signed copy.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

Three Thousand Three Hundred & 00/100----- dollars \$ 3,300.00

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

Authorized Representative

Marc Nagel

Marc Nagel

Note: This proposal is valid for 60 days

Acceptance of Proposal:

The above prices, specifications, 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: _____

Date: _____

J. A. Hillis Excavating LLC
 13645 County Road M
 Napoleon, OH 43545
 Office-419-591-1410
 Cell- 419-783-7923

Estimate

Date 5/17/2010
Estimate # 75

Name / Address
Steve Gerken West Clinton St Napoleon, Ohio 43545 419-966-4149

P.O. #
Terms

Due Date 5/17/2010
Other

Description	Qty	Rate	Total
Dig up and replace Sanitary sewer from house to sidewalk Stone under and over pipe according to city regulations, and it will be inspected by city engineer. Fuel, Materials, operating expenses and labor		1,800.00	1,800.00
install 4" tile and backfill with #6 stone around house and connect to city storm drain along road includes backfilling and rough grading around house estimate does not include a basin and sump pump if there is not enough fall from the house to the road. estimate does not include redigging of any trench around house that might have collapsed prior to our arrival. Fuel, Materials, operating expenses and labor		1,750.00	1,750.00
I appreciate your business, and I would like your consideration for any future excavating needs. Thanks again			
Subtotal			\$3,550.00
Sales Tax (0.0%)			\$0.00
Total			\$3,550.00

hillis93@henry-net.com

