

Jori
419-576-2871

THE CITY OF NAPOLEON
BUILDING & ZONING DEPARTMENT
255 W. RIVERVIEW
(419)592-4010

Zoning Variance Permit

Permit Number: ZV2006-3

Page 1 of 1

Printed: 2/3/2006

Property Address: 250 Lagrange St.

Applicant

Address: R & M Co.
15465 Co Rd M1
Napoleon, OH 43545

Approval Date: 2/3/2006

Phone: 419-592-3283

Owners

Name: R & M Co.
15465 Co Rd M1
Napoleon, OH 43545

Phone: 419-592-3283

Contractors

Fees and Receipts:

Number	Description	Amount
FEE2006-120	Zoning	\$50.00
Total Fees:		\$50.00

Description of work to be done:

Samuel Mancino

Applicant signature: _____ Date: _____

R & M Co.
15465 County Road M1
Napoleon, Ohio 43545

Writer's Direct Line
Telephone (419) 592-3283
Telecopier (419) 592-3289

August 21, 2006

Mr. Jon Bisher
City of Napoleon
255 W. Riverview
Napoleon, OH 43545

Re: Request for Reimbursement of Raising Manholes

Dear Jon:

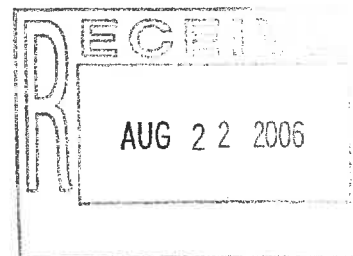
Per our discussion quite a few months ago, I am enclosing copies of the cost breakdown for raising the manholes on our Lagrange St. project. Per Scott Nagel, the cost amounted to \$3,740.70.

Please feel free to contact me with any additional information you may need.

Sincerely,



David A. Manahan



Onsite Work Performed

To: Rupp/Rosebrock
 From: Vernon Nagel Inc.

Job: R&M Plaza
 Location: Lagrange Street Napoleon Ohio
 Date: November 5, 2005

Description of work

Excavate and raise the cities manholes along ditch bank.

Item	Description	Amount	Unit	Cost	Total
1	Riser sections to raise manholes	1.00	LS	1,600.70	1,600.70
2	Concrete collar for bottom manhole section	2.00	CY	125.00	250.00
3	Locate and excavate for manholes				
	a. Foreman	5.00	HR	65.00	325.00
	b. Labor	5.00	HR	45.00	225.00
	c. Excavator with operator	4.00	HR	125.00	500.00
	d. Loader with operator	4.00	HR	90.00	360.00
	e. Dozer with operator	2.00	HR	90.00	180.00
	f. Mobilization	1.00	LS	300.00	300.00
				Total	3,740.70



MACK VAULT OF TOLEDO
 201 COLUMBIA ROAD
 P.O. BOX 335
 VALLEY CITY, OH 44280
 800-482-3111

INVOICE NO MVOT 17886
 PAGE 1
 DATE 09/23/05
 SALESPERSON Herzl Jr., John D.
 INVOICE REGULAR INVOICE

Invoice

FED ID:

FED ID:

C003935
 VERNON NAGLE INC
 0154 COUNTY ROAD 11C
 NAPOLEON OH 43545-
 USA

68
 R & M PLAZA
 NAPOLEON-SEE MAP

 1837

FAX: 419-592-1537

TO7578 R & M PLAZA

2% 10 NET 30

1	14671W	1.000	EA	1	09/21/05	325.00	325.00
MH, 4' dia. Riser, 66" STOCK							

X BASIS SUMMARY

	Tax Code:	Taxable:	Tax Rate	Tax Basis
	OH35		1.00000%	325.00
	OH		5.50000%	325.00

sales deduct 6.50 if paid by 10/03/05.
 Discount Amount is Calculated on the Pretax Total.
 We will be a 1.5% service charge on invoices unpaid after 30 days.
 There is an 18% annual percentage rate.
 THANK YOU! WE APPRECIATE YOUR BUSINESS.
 For BILLING INQUIRIES, CONTACT LISA HARTONG @ EXT 6414
 SERVICING THE CONSTRUCTION INDUSTRY SINCE 1932."

ORIGINAL INVOICE

SALES AMOUNT	325.00
NEW	0.00
PERIOD	0.00
TAX	21.13
PREPAID	
TOTAL	346.13

Nov. 23. 2005 8:10AM Mack Industries, Inc.



MACK VAULT OF TOLEDO
383 COLUMBIA ROAD
P.O. BOX 335
VALLEY CITY, OH 44280
800-462-3111

INVOICE NO No. 2449 P. 2
MV01 10183
PAGE 1
DATE 10/17/05
SALESPERSON MOUSE,
INVOICE REGULAR INVOICE

Invoice

FED ID:

FED ID:

C003938
VERNON NAGEL INC
0154 COUNTY ROAD 11C
NAPOLSON OH 43545-
USA

70
1639-CPU

FAX: 419-593-1537

CT07693	1639-CPU	2% 10 NET 30
---------	----------	--------------

Line	Qty	Unit Price	Description	Date	Amount	Total
1	1	533.00	MH, 5' dia, Riser, 64"	10/14/05	533.00	533.00
2	1	266.50	MH, 5' dia, Riser, 32"	10/14/05	266.50	266.50
3	1	266.50	MH, 5' dia, Riser, 32"	10/14/05	266.50	266.50

TAX BASIS SUMMARY

Tax Code	Taxable	Tax Rate	Tax Basis
OH2		1.00000%	1,066.00
OH		5.50000%	1,066.00

Please deduct 21.32 if paid by 10/27/05.

Note: Discount Amount is Calculated on the Pre-tax Total.
There will be a 1.5% service charge on invoices unpaid after 30 days.
This is an 1st annual percentage rate.

THANK YOU! WE APPRECIATE YOUR BUSINESS.
FOR BILLING INQUIRIES, CONTACT LISA HARTONG @ EXT 6414
"SERVING THE CONSTRUCTION INDUSTRY SINCE 1932."

ORIGINAL INVOICE

SALES AMOUNT	1,066.00
MISC	0.00
PERMITS	0.00
TAX	59.29
PAYPAID	
TOTAL	1,135.29

INVOICE APPROVAL

PO# RG061223 BLANKET PO
Y- N-

VN# 05387

ACCOUNT	AMOUNT
<u>400-5106-57400</u>	<u>3740.70</u>

TOTAL >>> 3740.70

PO ADJUST: Y- ADJUST AMOUNT: CLOSE PO
Y- N-

APPROVAL FOR PAYMENT
[Signature] 10 10 21 09
AUTHORIZED SIGNATURE DATE

RETURN (APPROVED) INVOICE AND SIGNED YELLOW PO TO
FINANCE TO PROCESS FOR PAYMENT



CITY OF NAPOLEON, OHIO
 255 W. RIVERVIEW AVENUE • P.O. BOX 151 • NAPOLEON, OHIO 43545
 PHONE (419) 599-1235 FAX (419) 599-8393
 MAIL INVOICES TO ABOVE ADDRESS

PURCHASE ORDER NUMBER
MUST APPEAR ON YOUR INVOICE

RG061223

PURCHASE ORDER AND CERTIFICATE

DEPT. REQ. NO. : 20483

P.O. DATE : 09/26/06

SHIP TERMS : NET 0 DAYS

DELIVER TO:

510
 SERVICE/STREETS MAINTENANCE
 CITY OF NAPOLEON, OHIO
 1775 INDUSTRIAL DRIVE
 NAPOLEON OH 43545

VENDOR TO:

05387
 R & M COMPANY
 15465 CO RD M1
 NAPOLEON, OH 43545

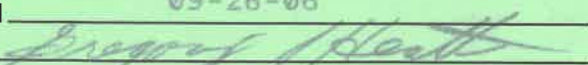
ACCOUNT NUMBER	AMOUNT
400.5100.57400	\$3,740.70
TOTAL:	\$3,740.70

NOTE: MUNICIPALITY EXEMPT FROM FEDERAL EXCISE AND STATE SALES TAX
 POLITICAL SUB-DIVISION OF STATE OF OHIO
 FEDERAL EXEMPTION REGISTRY NUMBER — 34-6400941

QUANTITY	UNIT	ITEM DESCRIPTION	PRICE / UNIT	AMOUNT
1	EA.	RAISING MANHOLES RE: LAGRANGE SIDEWALKS	3740.70	\$3,740.70
		{*DO NOT MAIL*}		
		{*DO NOT MAIL*}		
		RETURN ORIGINAL PO TO DEPARTMENT / DIVIS		
			TOTAL:	\$3,740.70

FINANCE DIRECTOR'S CERTIFICATE


It is hereby certified that the amount \$ 3740.70 required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of fund(s) as listed above and free from any obligation, certification, or previous encumbrances. (ORC 5705.41 D)

Dated 09-26-06

 FINANCE DIRECTOR of City of Napoleon, Ohio

THIS PURCHASE ORDER NOT VALID UNLESS FINANCE DIRECTOR'S CERTIFICATE IS SIGNED.

CITY USE ONLY

Authorizing signature on final goods and/or services received:


 DEPARTMENT / DIVISION HEAD 10-02-06
DATE

CONTRACT PURCHASE ORDER SEE GENERAL TERMS AND CONDITIONS ON REVERSE SIDE

DEPARTMENT - FILE COPY

CONTRACT PURCHASE ORDER - CITY OF NAPOLEON, OHIO
GENERAL TERMS AND CONDITIONS ON PURCHASE OF GOODS AND SERVICES

1. **ACCEPTANCE:** This Purchase Order (ORDER) and its General Terms and Conditions shall be accepted by Vendor (SELLER) upon delivery of the goods or services requested. Any alteration to this Purchase Order shall have no binding effect on the City of Napoleon, Ohio (BUYER), unless prior approval in writing has been received by the Vendor from the City of Napoleon, Ohio, for any changes or alterations.
2. **DELIVERY:** All ORDER(S) are accepted on an FOB destination basis only, unless otherwise specified on the ORDER. A packing manifest must accompany each shipment. If a shipment is made to a consignee other than the BUYER, a copy of the packing manifest must be forwarded to the BUYER on the shipping date. BUYER reserves the right to cancel all or any part of the undelivered portion of the ORDER if SELLER does not make delivery as specified, time being of the essence or if SELLER breaches any items of this ORDER.
3. **INSPECTION:** BUYER shall have the right to inspect goods and services on ORDER during manufacture, performance or at any other time. BUYER receives all goods and services subject to BUYER's right of inspection and rejection. Unordered goods, defective goods or goods not conforming to BUYER's specifications will be held for SELLER's instruction at SELLER's risk and if SELLER so directs, will be returned at SELLER's expense. If inspection discloses that part of the goods received are not conforming to BUYER's specifications, BUYER shall have the right to cancel any undelivered portion of the ORDER. BUYER may allow SELLER to correct nonconforming goods or services performed at SELLER's expense. Payment for goods and services prior to final inspection shall not constitute acceptance thereof and is without prejudice to any and all claims that BUYER may have against SELLER.
4. **WARRANTIES:** The SELLER warrants all goods or services delivered to be free from defect of material or workmanship and to strictly conform to the specifications, drawings, samples or other descriptions furnished to SELLER by the BUYER. (All specification documents, drawings, samples or the like shall remain the property of BUYER and shall be returned upon request). This warranty shall survive delivery and shall not be deemed waived either by reason of BUYER's acceptance of the goods or services or by payment for them. Any deviation from this ORDER and the related specifications, drawings, samples or other descriptions must be approved in writing by the BUYER.
5. **PAYMENT:** BUYER shall not be required to pay for any nonconforming goods or services. Payment shall not be due until all goods and services have been delivered, finally inspected by an authorized official and approved as being satisfactory to BUYER. All claims for moneys due from BUYER shall be subject to deduction by BUYER for any setoff or counterclaim arising out of this or any other contract between BUYER and SELLER. SELLER hereby waives all liens and claims statutory or otherwise which SELLER now or may hereafter have as a result of goods or services delivered pursuant to this ORDER. Any discounts or reductions extended to the BUYER for early payment shall be for a minimum of thirty (30) days. No late fees or service charges shall be applied without prior authorization by BUYER.
6. **LEGALITY:** Rights and duties under this ORDER shall be determined under the Laws of Ohio. SELLER represents that services performed and goods sold pursuant to this ORDER are provided to BUYER in complete conformity with all applicable Federal, State and Local Laws. If a conflict in forms arise between BUYER and SELLER the terms and conditions of this ORDER shall apply.
7. **TAXES:** SELLER warrants that no sales, use or federal excise tax has been included in the price of goods included in this ORDER. In the event that this ORDER covers work subject to the Napoleon Income Tax Code the SELLER shall establish an account with BUYER's Income Tax Office and shall require subcontractors performing services pursuant to this ORDER to establish like accounts. If SELLER or its subcontractor fails to comply with this provision, payment on ORDER shall be delayed until compliance is effected. BUYER's Federal Exemption Registry Number is 34-6400941. Tax Exempt Forms will be provided upon request.
8. **LIABILITY:** SELLER agrees to indemnify and hold harmless the BUYER, BUYER's employees, officers, officials, commissions, departments, boards, volunteers, and agents thereof, from and against all claims, liability, loss, damage or expense which may result from the acts, errors, negligence or omissions of SELLER or any employee or agent of SELLER. SELLER agrees to provide certificates of insurance evidence of general liability, auto liability, errors and omissions liability insurance acceptable to BUYER, and evidence of compliance with Worker's Compensations Law suitable to BUYER when requested by the BUYER. When requested by the BUYER, SELLER shall add as an additional insured to SELLER insurance policies the BUYER's employees, officers, officials, commissions, departments, boards, volunteers, and agents thereof.
9. **DELAY:** BUYER may delay acceptance or delivery occasioned by circumstances beyond its control. When delivery of goods is delayed by BUYER, SELLER shall hold such goods and shall deliver them at the instruction of BUYER. BUYER shall be responsible only for SELLER's direct additional costs incurred in holding the goods. Each party shall give reasonable notice to the other party when delays in performance of any nature shall occur.
10. **DISPUTES:** The SELLER and BUYER agrees that any dispute, controversy or claim arising out of or relating to this ORDER shall be submitted to the jurisdiction of the Courts of Henry County, Ohio.
11. **MODIFICATION:** This ORDER may not be modified or terminated orally, and no modification or termination nor any claimed waiver of any of the provisions hereof shall be binding unless in writing and signed by the party against whom such modification, termination or waiver is sought to be enforced.
12. **WARNING:** IT IS UNLAWFUL FOR OFFICIALS AND EMPLOYEES OF BUYER TO RECEIVE GRATUITIES. DISCRIMINATION BY SELLER ON GROUNDS OF RACE, RELIGION, COLOR, ANCESTRY, NATIONAL ORIGIN, OR SEX IS UNLAWFUL AND SHALL SUBJECT SELLER TO FORFEITURE.
13. **WRITTEN CONTRACTS:** In cases of State Cooperative Purchases or separately Written Contracts utilized between SELLER and BUYER the State Cooperative Purchases or Written Contract shall prevail where conflicting language may exist with the ORDER form.