

Memorandum

To: Marc Gerken, P.E. - City Manager
From: Adam C. Hoff, P.E. - City Engineer
cc: Brent Damman, Jeff Marihugh, Sonny Helberg
Date: March 5, 1997
Subject: Napoleon Motor Inn Sanitary Service

Attached is a copy of the bills presented to the owners of the Napoleon Motor Inn for the repair of their sanitary service connection beneath Appian Avenue. The City policy has been that the property owner is for their service connection responsible to the main sewer. However, in this instance, it is not clear whether the service connection failed or the sanitary tee to which it was connected failed first. The Engineering and Operations Departments did spend a great deal of time assisting the owners in locating the problem and repairing the hole created in Appian Avenue. The City also provided some of the labor in the backfilling operations as well as replacing the concrete base and asphalt pavement.

The total of the bills given to the Napoleon Motor Inn is \$3,983.31 and they are requesting that the City reimburse them at least a portion of this amount. As you stated at the site, the City will cover the cost of backfilling the hole, including a portion of the labor and equipment provided by Mr. Bob Cordes. Based upon the bills presented, I have estimated the following:

Granular Backfill:	\$207.00
K-Krete Backfill:	\$200.00
Tamp Rental:	\$50.00
Pump Rental:	\$50.00
Street Bond:	\$25.00
Mobilization:	\$100.00
Equipment (8 hrs.):	\$480.00
Labor (12 hrs.):	\$336.00
TOTAL:	\$1,448.00

If you are in agreement with this figure, I will make the offer to the owners.

Napoleon Motor Inn

179 East Maumee Avenue
Napoleon, Ohio 43545
(419) 592-1991

CITY OF Napoleon
255 W. RIVERVIEW AVE
P.O. BOX 151
NAPOLÉON OHIO 43545

3-4-97

Attention Evelyn Manger Mr. MARK
And Evelyn Eyrison. Mr. Adam.

Since D-1 was early sewer line was
broken as per Mr. Bob Cordas and
he has discussed and repair as per
Evelyn instruction

Kindly pay the following bills, Photo
Copies are enclosed.

Phalco
Peter Mehta

Your Hosts
PETER MEHTA

NAPOLÉON MOTOR INN

PETER MEHTA

179 East Maumee Avenue
Napoleon, Ohio 43545

(419) 592-1991

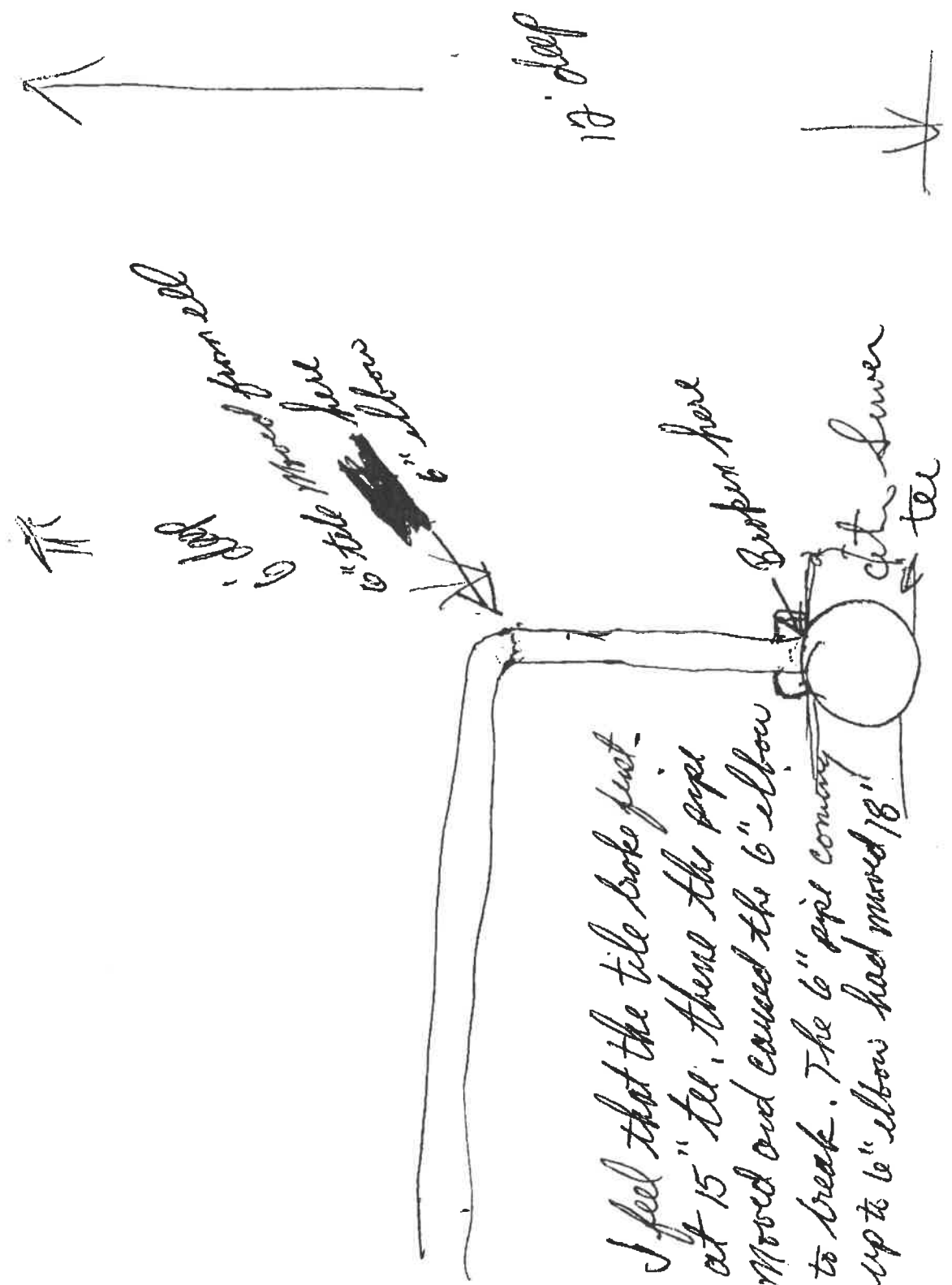
3-4-97

2-27-97

J. Galbreath found the sewer problem
at Napoleon Motor & Car Wash
to the 15" x 6" tee break at the
tap in the city sewer. I repaired
the broken tee with water plug cement
and was told to see by City of Napoleon
office & Street Dept.

Galbreath

3-4-97



I feel that the tile broke just at 15" tee. Hence the pipe moved and caused the 6" elbow to break. The 6" pipe coming up to 6" elbow had moved 18" up to 6" tee

6" deep
 6" tile moved from old
 6" tile here
 6" elbow

Broken here

6" tee
 6" sewer

18" deep

BOB CORDES

PLUMBING & BACKHOE SERVICE

Route 4 — 17-706 Rd. Q1
Napoleon, Ohio 43545
(419) 758-3162

No.

Date 2-16

Customer's
Order No.

Sold To Napoleon Motor & Lumber

179 E Maumee

Napoleon, Ohio 43545

Quantity	Description	A
3	6" x 24 concrete rung	90.00
1	2" x 24 " "	23.00
1	24" Basin top	45.00
	Pump Rental	50.00
	Material	208.00
	Backhoe 5 hr x 60.00	300.00
	Labr 2 Men 2 hr x 28.00	588.00
	total	1096.00
	PAID 2-18-97	500.00
	total	596.00
	PAID 2-13-97	596.00
	PAID 2-13-97	596.00
	PAID 2-13-97	596.00

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

Handwritten **DARR'S CLEANING** *Handwritten*

Septic Tanks - Sewers
High Velocity Pipe Cleaning
Color TV Sewer Inspection
5089 Co. Rd. 175 Clyde, Ohio 43410
(419) 547-0410 or 1-800-541-3277

592-199
SOLD BY *LM* DATE *2-12-97*

NAME *Napolean Mater Inn*
ADDRESS *179 E Maumee*
CITY *Napolean Ohio*

CASH CHARGE MERCHANDISE RETURNED
 C.O.D. PAID-OUT PAID ON ACCOUNT

QTY.	DESCRIPTION	AMOUNT
	<i>Jet Service</i>	<i>540.-</i>
	<i>4/4</i>	
	<i>paid</i>	
	<i>check 543</i>	

NET 10 DAYS. A 2% monthly service charge may be added each month. \$1.00 Minimum.

RECEIVED BY _____ TOTAL *390*

THANK YOU

**THE
CINCINNATI INSURANCE COMPANY
CINCINNATI, OHIO
BOND DEPARTMENT**

**COMPANY NOTICE TO AGENT
or
AGENT NOTICE TO COMPANY**

Agency: FROST STANGE SCHUETTE AGENCY Date 10-13-97
NAPOLEON OH #34-149

We call your attention to section(s) below, referring to the bond herein described.

Bond Number B80-343664
 Principal Bob Cordes DBA Bob Cordes Plumbing
 Obligee The City of Napoleon
 Type bond Right of Way Bond

	Effective		Return Premium of \$
1	A renewal (or Additional) premium of \$ _____ will be charged to your account. (If "additional premium", see remarks below for explanation.)	3	Is being credited to your account on the bond above described for the reason given below.
2	XXX If bond is to be cancelled, please have appropriate form of release on reverse side, completed and signed as indicated and return promptly.	4	

Agent to Company:

- 1. Please "Renew" this bond for another term, using same bond number.
- 2. Agent renewed this bond for another term, using same bond number.
- 3. Cancel this bond, release on reverse side.

Remarks:

FIDELITY BOND RELEASE

To The Cincinnati Insurance Company, Cincinnati, Ohio.

Gentlemen:

You are hereby requested to discontinue, from and after _____
your Bond No. _____ issued by your Company on behalf of _____

_____ in favor of the undersigned.

Date _____ 19 _____

By _____

Title _____

(This release must be signed by the Employer. If Employer is a corporation, the release must be signed by an officer of the corporation duly authorized to sign.)

OFFICIAL BOND RELEASE

To The Cincinnati Insurance Company, Cincinnati, Ohio.

Gentlemen:

You are informed that _____
on whose behalf your Company has signed bond as _____
and that his successor has duly qualified for said office.

Date _____ 19 _____

By _____

Title _____

FIDUCIARY BOND RELEASE

(Administrator, Executor, Guardian, Trustee, Assignee, Receiver, Etc.)

To The Cincinnati Insurance Company, Cincinnati, Ohio.

Gentlemen:

You are informed that _____
has filed his (her) final account as _____
on the estate of _____
and that this account was approved by the Court and allowed as a final discharge of the above named and his (her) bondsmen on

Date _____ 19 _____

Judge or Clerk of _____

County _____

Court of _____

COURT BOND RELEASE

(Attachment, Replevin, Cost, and Other Bonds Given in Litigations)

To The Cincinnati Insurance Company, Cincinnati, Ohio.

Gentlemen:

You are informed that the case of _____
vs. _____

was settled on _____ 19 _____, and that the bond which your Company gave in this case may be cancelled.

Date _____ 19 _____

Clerk of _____

Court of _____

BOND RELEASE (MISCELLANEOUS)

To The Cincinnati Insurance Company, Cincinnati, Ohio.

Gentlemen:

You are informed that your Bond No. B-80 343664, on behalf of Bob Cordes DBA Cordes Plumbing
in favor of The City of Napoleon

covering Sewer Pipe Repair/Replacement

may be cancelled as of 10-28

because job completed, bond no longer needed _____ 19 97
Date _____ 19 _____

Man A. Jol

The City of Napoleon

Title City Manager

Memorandum

To: Marc Gerken, P.E. - City Manager **ACH**
From: Adam C. Hoff, P.E. - City Engineer
cc: Brent Damman, Jeff Marihugh, Sonny Helberg
Date: March 7, 1997
Subject: Napoleon Motor Inn Sanitary Service

Today I spoke with Mr. Peter Mehta of the Napoleon Motor Inn. He has indicated to me that they will accept our offer of \$1,448.00 of reimbursement for work in Appian Avenue. A purchase order to this effect will be issued shortly.

Memorandum

To: Marc Gerken, P.E. - City Manager **AC**
From: Adam C. Hoff, P.E. - City Engineer **CH**
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(419) 592-1991

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255 W. RIVERVIEW AVE
P.O. BOX 151
NAPOLÉON OHIO 43545

3-4-97

Attached Enclly Inqury Mr. MARK
And Enclly Enqiry Mr. Adam.

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broken as per Mr. Bob Cordas and
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Phakas

Your Hosts
PETER MEHTA

Peter Mehta

PETER MEHTA

179 East Maumee Avenue
Napoleon, Ohio 43545

NAPOLÉON MOTOR INN

(419) 592-1991

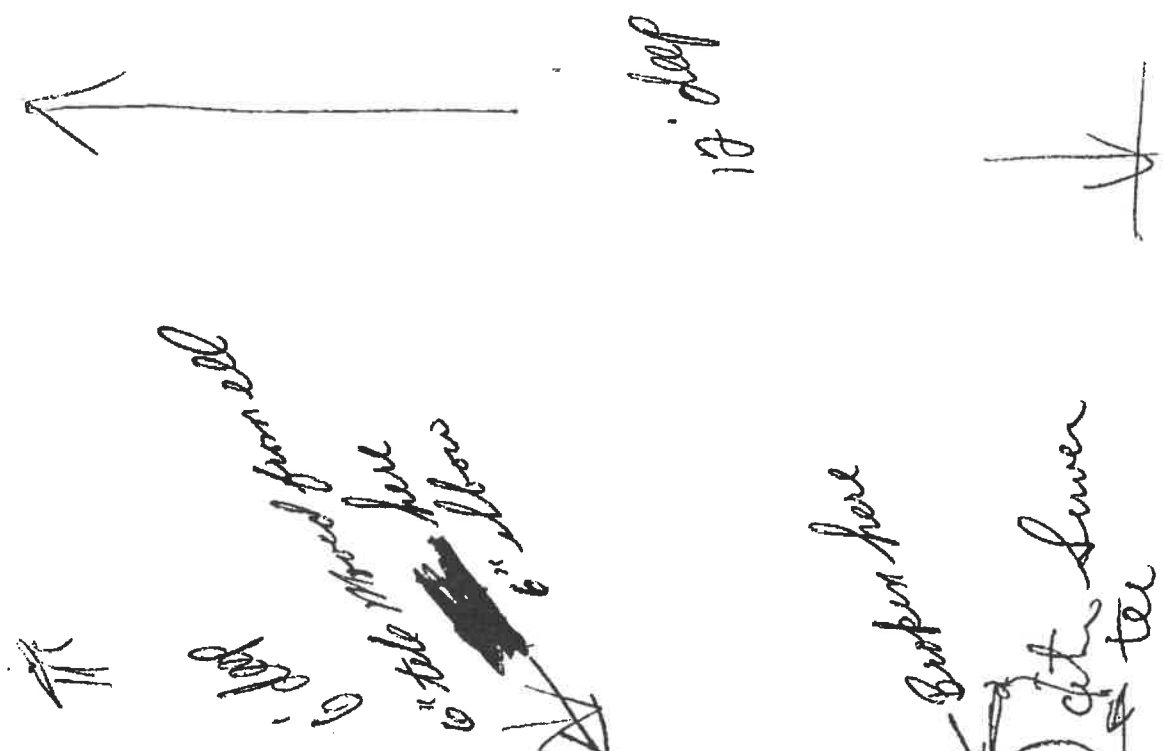
3-4-97

227-97

J. Golborne found the sewer problem
at Napoleon Motor was due
to the 15" x 6" tee break at the
tap in the city sewer. I repaired
the broken tee with water plug cement
and was told to see by City of Napoleon
office & Street Dept.

Golborne

3-4-97



I feel that the tile broke just at 15" tee, then the pipe moved and caused the 6" elbow to break. The 6" pipe coming up to 6" elbow had moved 18"

18" deep

6" deep
 6" tile moved forward
 6" tile moved here
 6" elbow

Broken hole

6" pipe
 15" tee
 6" sewer

BOB CORDES

PLUMBING & BACKHOE SERVICE

Route 4 — 17-706 Rd. Q1

Napoleon, Ohio 43545

(419) 758-3162

No.

Date 2-16

Customer's

Order No.

Sold To

Napoleon Motor & Lumber

179 E Maumee

Napoleon, Ohio 43545

Quantity	Description	A
3	6" x 24 concrete rung	90.00
1	2" x 24 " "	23.00
1	24" Basin top	45.00
	Camp Rental	50.00
	Material	208.00
	Backhoe 5 hr @ 60.00	300.00
	Labr 2 Men 2 hr @ 28.00	58.00
	total	1096.00
	PAID 2-18-97	500.00
	total	596.00
	PAID 2-13-97	596.00
	Arndt Balbach #545	

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

BOB CORDES

PLUMBING & BACKHOE SERVICE

Route 4 — 17-706 Rd. Q1

Napoleon, Ohio 43545

(419) 758-3162

No.

Date Feb 28, 1999



Customer's
Order No.

Sold To

Napoleon Motor Loan

179 E. Main

Napoleon, Ohio 43545

Quantity	Description	Amount
83	Slurry Concrete Cart Road	400 00
4	top #10 stone	207 00
1	ton Kamin Liquid Backfill	200 00
1	gal Water Plug	9 80
1	220 all	10 10
2	450 all	20 50
1	6x6 furnace	10 41
15	ft 6" down Pipe	34 50
	Temp Rental Biffy	50 00
	Pump Rental	50 00
	City Napoleon Permit	25 00
	Material	1017 31
(12)	haul Equipment	100 00
(8)	20 hr x 25.00 hr. Labor	500 00
	12 hr x 60.00 hr. Sublet	720 00
	Total	2397 31

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

RIGHT OF WAY AGREEMENT

71A

I Bob Cordes acting as an independent Contractor, do herein

PROPRIETOR/OFFICER

guarantee that the work to be performed within the right of way limits of Appian Ave

(STREET)

_____ for the purpose of Sewer pipe repair/replacement

(TYPE OF WORK TO BE PERFORMED)

said work shall be completed in accordance with City of Napoleon Engineering Specifications. It is further agreed that Bob Cordes shall save the City of Napoleon from

(CONTRACTOR NAME)

liability due to damage of utilities, personal property loss, personal injury, non-payment of suppliers or any possible litigation arising from the construction as stated above.

The City of Napoleon hereby authorizes said contractor to temporarily block off, except local traffic on Appian Ave on 2-18-97 at 8:00am and re-open

(DATE)

(TIME)

the street on 2-19-97 at 8:00 for a period not to exceed _____ hours. (The City

(DATE)

of Napoleon shall receive 48 hours notice prior to construction.)

As an assurance that the above mentioned work is done according to the Engineers specifications, a CERTIFIED CHECK for the amount of \$ 1000.00 (made payable to the City of Napoleon) shall be deposited with the City Engineering Department and held as surety. If the work herein described involves the removal of pavement, sidewalk, curbing, and or other structural material within the City Right of Way said shall be replaced by contractor no later than 5-1-97.

BOND

(DATE)

If it is the opinion of the City Engineering Department that the work performed under this agreement does not meet said departments minimum specifications, appropriate deductions from the deposit will be made to compensate the City for any corrections necessary. Any portion of the deposit not used by the City for such corrections will be refunded to contractor within 30 days of completion of said. If for any reason the work herein described is not completed by the date listed, a penalty of \$25.00 will be assessed each day or part thereof beyond said date. The penalty as assessed will be deducted from the deposit listed above.

NO WORK SHALL BEGIN PRIOR TO OBTAINING THE PROPER SEWER TAPPING PERMIT

The foregoing statement was agreed to on this 17 day of February, 1997

(MONTH)

(YEAR)

Bob Cordes _____

PROPRIETOR/OFFICER

CITY MANAGER OR DESIGNEE - CITY OF NAPOLEON

On 2-17, 97, the above parties appeared before me and

(DATE)

(YEAR)

indicated their agreement with the contents of this document by their signatures.

SEAL

Sheryl K. Rathge
Notary Public for the State of Ohio
My Commission expires _____

SHERYL K. RATHGE
NOTARY PUBLIC, STATE OF OHIO
COMMISSION EXPIRES OCTOBER 16, 2001

COMPLETED

OSWEGO, N. Y. 13127
TEL. 315-339-2100
C. 315-339-2100

Napoleon Motor Inn

179 East Maumee Avenue
Napoleon, Ohio 43545
(419) 592-1991

City of Napoleon
255 W. RIVERVIEW AVE
P.O. BOX 151
NAPOLÉON OHIO 43545

3-4-97

Aladdin Cully Manager Mr. MARK
And Cully Engineer Mr. Adam.

Since G-1 was early sewer line was
broken as per Mr. Bob Cordas and
he has discussed and repair as per
Cully instruction

Kindly pay the following tolls, photo
copies are enclosed,

Thanks

Peter Menta

PETER MENTA

3-4-97

227 97

I had had a good idea of how a problem
 is represented with how it is handled
 to the point of the level of the
 top on the other level & expanded
 the problem to the point of the
 20/100 level & the level of the
 20/100 level & the level of the

227 97

227 97



The first part of the bed part
 of the limestone is the
 part that is the 10' thick
 to 12' thick part of the
 limestone which is the



1000

1000

1000

1000

1000

1000

1000

1000

1000	1000
1000	1000
1000	1000
1000	1000
1000	1000
1000	1000
1000	1000
1000	1000
1000	1000
1000	1000

1000

JOB CODES

PLUMBING & HEATING SERVICE

5000 - 10000

10000 - 20000

20000 - 30000

30000 - 40000

40000 - 50000

50000 - 60000

60000 - 70000

70000 - 80000

80000 - 90000

90000 - 100000

Waples Motor

1129 E. Pioneer

Waples, Ohio 43081

90-u

3-u

5-u

0-u

2-u

30-u

32-u

196-u

2-u

2-u

2-u

3' 6" x 4' concrete curb

1' 2" x 2' 4"

2' 4" Sawn top

Waples listed

noted

Spoke in 5th floor

Waples 2nd floor

to top

Waples 2nd floor

Waples 2nd floor

Waples 2nd floor

PLUMBING & HEATING SERVICE

1000
1000

1000
1000

1000

1000

1000

1000

1000

THE CINCINNATI INSURANCE COMPANY

KNOW ALL MEN BY THESE PRESENTS, That Bob Cordes DBA Bob Cordes Plumbing
17-706 Rd. Q-1, Rt. 4, Napoleon Oh 43545

(hereinafter called "Principal"), as Principal, and THE CINCINNATI INSURANCE COMPANY, a corporation of the
State of Ohio (hereinafter called "Surety"), as Surety, are held and firmly bound unto
The City Of Napoleon, 255 Riverview, Napoleon Oh 43545

(hereinafter called "Owner" [or "Obligee"]) in the full and just sum of _____
ONE THOUSAND AND 00/100 Dollars (\$ 1,000.00**)

to the payment of which sum, well and truly to be made, the Principal and Surety bind themselves, their and
each of their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these
presents.

WHEREAS, The Principal has entered into a certain written agreement, dated the 17TH
day of February A.D., 1997, with the Owner (or Obligee) for
Sewer Pipe Repair/Replacement, Appian Ave., Napoleon, Oh

which agreement is or may be attached hereto for reference.

NOW, THEREFORE, the condition of this obligation is such that, if the Principal shall well and truly perform
and carry out the covenants, terms, and conditions of said agreement, then this obligation to be void; otherwise
to remain in full force and effect. Any suit under this bond must be instituted before the expiration of one (1)
year from the date on which final payment under the Contract falls due.

Signed, sealed, and dated this 17th day of February A.D., 1997

WITNESS:
Bob Cordes (SEAL)
Bob Cordes (SEAL)
Bob Cordes (SEAL)
Principal

THE CINCINNATI INSURANCE COMPANY
By Christian C. Peper Attorney-in-Fact
Christian C. Peper

THE CINCINNATI INSURANCE COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY, a corporation organized under the laws of the State of Ohio, and having its principal office in the City of Fairfield, Ohio, does hereby constitute and appoint

Donald M. Stange; Craig L. Frost; David J. Schuette; Christian C. Peper and/or Douglas L. Bischoff

of Napoleon, Ohio and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

its true and lawful Attorney(s)-in-Fact to sign, execute, seal and deliver on its behalf as Surety, and as its act and deed, any and all bonds, policies, undertakings, or other like instruments, as follows:

Any such obligations in the United States, up to Three Million and No/100 Dollars (\$3,000,000.00).

This appointment is made under and by authority of the following resolution passed by the Board of Directors of said Company at a meeting held in the principal office of the Company, a quorum being present and voting, on the 6th day of December, 1958, which resolution is still in effect:

"RESOLVED, that the President or any Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 7th day of December, 1973.

"RESOLVED, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary and Treasurer and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

IN WITNESS WHEREOF, THE CINCINNATI INSURANCE COMPANY has caused these presents to be sealed with its corporate seal, duly attested by its Senior Vice President this 14th day of April, 1994.

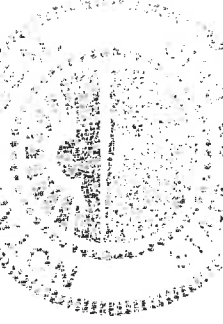


STATE OF OHIO) ss:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY

David L. McHardy
Senior Vice President

On this 14th day of April, 1994, before me came the above-named Senior Vice President of THE CINCINNATI INSURANCE COMPANY, to me personally known to be the officer described herein, and acknowledged that the seal affixed to the preceding instrument is the corporate seal of said Company and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporation.



Henry G. Berlon
HENRY G. BERLON, Attorney At Law
Notary Public State of Ohio
My commission has no expiration date.
Section 147.03 R. C.

If the undersigned Secretary and Treasurer of THE CINCINNATI INSURANCE COMPANY, hereby certify that the above is a true and correct copy of the Original Power of Attorney issued by said Company, and do hereby further certify that the said Power of Attorney is still in full force and effect.

this 17th day of February 19 97.



Robert J. Duda
Secretary and Treasurer

