

# CITY OF NAPOLEON ZONING PERMIT APPLICATION

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

DATE 3/31/17 JOB LOCATION 917 N. FERRY  
 OWNER KENTH JAQUA TELEPHONE # 419.599.3759  
 OWNER ADDRESS 917 N. FERRY ST.  
 CONTRACTOR RESURRECTION ENTERPRISES CELL PHONE # \_\_\_\_\_  
 DESCRIPTION OF WORK TO BE PERFORMED REPLACE & REROUTE SEWER LATERAL  
DUE TO COLLAPSE OF EXISTING LINE  
 ESTIMATED COMPLETION DATE WEATHER PERMITTING ESTIMATED COST EXCERPT \$2600.00

DESCRIPTION	FEE	TOTAL COST
Demo Permit	(100.3100.46690) \$100.00	\$
Fence	\$25.00	\$
Pool	\$25.00	\$
Garage and Shed Under 200 SF (Detached)	\$25.00	\$
Driveway	0	\$
Sidewalk/Curbing	0	\$
Sewer Outside	0	\$
<b>Subtotal:</b>	\$	\$
<b>TOTAL FEE:</b>	\$	\$

P-17-0112

**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: [Signature] DATE: 4/1/17

PRINT NAME: MICHAEL W. MILES

BATCH # 7 CHECK # 7 DATE 4/10/17





# City of NAPOLEON

## SANITARY SEWER GRANT APPLICATION ORDINANCE 154-01

DATE: 4/21/2017

NAME: Keith Jaqua

ADDRESS: 917 North Perry St. Napoleon, OH 43545

PHONE #: 419-599-3759 CELL #: \_\_\_\_\_

The Homeowner Grant Program is hereby established fro 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 serve 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.

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# SANITARY SEWER GRANT AGREEMENT

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THIS AGREEMENT made this 21 day of April, 2017, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and Keith Jaqua, (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 917 North Perry St doing the following work at said location:  
separate clear water connection from sanitary sewer system

City agrees to pay \$ 2,500.00 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 Holbrook Plumbing and Resurrection Enterprises, 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-servant 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

July 1, 2017

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.

Keith Jagua  
Homeowner

\_\_\_\_\_  
Homeowner

City of Napoleon

Monica Irelan, City Manager  
Joel L. Mazur

Approved as to form and correctness:

Billy Harmon  
Billy Harmon, 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  
Gregory J. Heath, Finance Director

# RESURRECTION ENTERPRISES

27316 Hoffman Rd. Defiance, Ohio 43512  
419-395-2404 419-783-7443

HOME IMP. EST.       LAWN CARE EST.       SNOW EST.

KEITH JAGUA

917 N. PEIRY ST.

NAPOLEAN, OH 43545

419-599-3759

SEWER REDUCEMENT & INSTAL FLOOR DRAINS  
& SUMP PUMP IN LOCATIONS DISCUSSED

SEWER LATERAL - REROUTE FROM REAR  
CORNER OF HOUSE TO CITY RIGHT OF WAY  
IN RECOMMENDED PIPE PER CITY CODE (2 40'S)  
\$2685<sup>00</sup>

INSTAL 2 FLOOR DRAINS W/ TRAPS AND FLOW  
TO SUMP PIT. INSTAL SUMP PIT & NECESSARY  
LINES & ELECTRIC TO OPERATE \$2525<sup>00</sup>

DIG IN NEW WATER LINE (LINE & HARD-  
WARE SUPPLIED BY HOLIBROOK) \$750<sup>00</sup>

TOTAL: 5960<sup>00</sup>

MAILED OK #113 \$2980 *nam*

I, Keith Jagua

AGREE TO THE ESTIMATE QUOTED TO ME ABOVE. THE TERMS OF THE ESTIMATE ARE 50% DOWN BEFORE BEGINNING THE JOB AND THE BALANCE DUE THE DAY THE JOB WILL BE COMPLETED. I ALSO AGREE TO ALLOW AN ADVERTISING SIGN TO BE PLACED ON MY PROPERTY FOR A TIME UP TO 45 DAYS. YES NO ANY AGREEMENT OTHER THAN PRINTED ABOVE WILL BE AGREED UPON AND WROTE OUT ON THIS BID SHEET. IF ANY UNEXPECTED CIRCUMSTANCES ARISE, AN AGREEMENT WILL BE MADE AND A NEW CONTRACT SIGNED.

CUSTOMER SIGNATURE

*Keith Jagua*

DATE

4/10/17

CONTRATOR SIGNATURE

*M.W. [Signature]*

DATE

4/2/17

OVERAGES: EXTRA 14' OF SEWER 578<sup>00</sup>  
CITY OF NAPOLEAN COVER 90<sup>00</sup>  
MOORE PLUMBING AUGER 100<sup>00</sup>  
\$768<sup>00</sup>

TOTAL DUE

3748<sup>00</sup>

116

*4/18/17*  
*Paul*  
*4/11*



# Proposal

Page # \_\_\_\_\_ of \_\_\_\_\_ pages

## Holbrook Plumbing

617 Summit St. Defiance, OH 43512

PROPOSAL SUBMITTED TO <i>Keith Logua</i>	JOB NAME	JOB #
ADDRESS <i>917 Perry St</i>	JOB LOCATION	
<i>Napoleon Ohio 43545</i>	DATE <i>4-5-17</i>	DATE OF PLANS
PHONE #	FAX #	ARCHITECT

We hereby submit specifications and estimates for:

*Pull toilet and remove the cast iron pipe in the basement. Replumb the drain for the vanity from up stairs to the basement. Replumb the toilet, bathroom sink drain and bath tub drain in the basement. After the new sewer is plumbed into the basement we will plumb a new main sewer from the basement wall to the toilet and will plumb in all the plumbing fixtures.*

*\$ 3,000.<sup>00</sup> to \$ 3,500.<sup>00</sup>*

*Remove all the water line in the basement and going to the plumbing fixture we will install new water lines to all the plumbing fixtures. We will plumb the water meter and install new back flow at the water meter.*

*\$ 3,000.<sup>00</sup>*

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

\$ \_\_\_\_\_ Dollars

with payments to be made as follows: \_\_\_\_\_

Any alteration or deviation from above specifications involving extra costs will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control.

Respectfully submitted

Note - this proposal may be withdrawn by us if not accepted within \_\_\_\_\_ days.

### Acceptance of Proposal

*4/8/17*

*\$3,000.00 Down Payment*

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.



MORRIS HEATING/AIR CONDITIONING/ PLUMBING  
FAMILY OWNED AND OPERATED SINCE 1956  
1801 BALTIMORE STREET  
DEFIANCE, OHIO 43512  
Phone 419-782-4891  
www.morrishvac.com

Proposal Submitted To: Keith Jaqua                      Date: April 3, 2017  
Address:                      917 North Perry St.                      Phone: (419) 599-3759  
   Napoleon, Ohio 43545                      Job Location: Same

Comfort Consultant: George R. Morris

We Hereby Submit Estimates and Specifications For:

The following is an estimated cost to replace the sewer outside of your home to the city right of way.

We also are going to estimate a new water service to your home because we feel that this waterline is installed in the same area as the sewer line. While digging to replace the sewer, if the waterline is near the sewer line, the waterline may be torn up. Estimating both lines will allow you to plan for potential of the waterline needing replaced.

This will get you so that you have a sewer in operation at your home. After we get this sewer replaced, we will estimate the replacement of waste and drains inside the home and also to install a sump pump and pit in the basement of your home. To replace the sewer inside the home, we will need to cut the cement floor in the basement to do this work. We will also need to cut the cement to install a sump-pump in the basement.

We feel the first thing we will or should get completed is the sewer replacement outside of the home. We can then estimate additional work in the basement.

All supplies are estimated. All labor is estimated. We have checked with the city of Napoleon and they have no locations marked as to where this sewer is located

going to the city tap. They did tell us that there is a sewer out the front of your home and a sewer also runs through the alley beside your home. We are estimating this as if the sewer runs out the front of your home.

This is an estimated cost only. You will be invoiced only for the supplies used and for all labor and back-hoe work to complete this work.

Supplies Estimated:

104' – 6" gasket joint pipe

1 – 6"x4" eccentric coupling

6 – 6" gasket joint 45°

1 – 6" gasket joint tee

1 – 6" gasket joint cap

4' – gasket joint pipe

2 – gasket joint lubricant

1 – 4" cast iron x plastic fernco

1 – 6"x6" clay x plastic fernco

1 – stone to bed sewer, as code

1 – misc. supplies

12 hours backhoe and operator

14 hours job labor, 2 men

1 – trench box rental, as wet as the ground is, we will probably need trench boxes

1 – cement sidewalk replacement, for sewer work, if needed

\*Your estimated cost for this sewer replacement with 6" PVC SDR pipe and fittings, fernco couplings, stone to bed the sewer pipe as code, trench box rental, back-hoe and operator, job labor, sidewalk replacement (estimated), with City of Napoleon Permit is estimated with all supplies listed and with tax at \$4999.00

All supplies will be adjusted as to what is used.

You will only be invoiced for supplies used and for all labor to complete this work.

\*With as wet as the ground is at this time, there could be an additional labor cost.

Waterline replacement, if needed:

Older homes normally have the waterline installed beside the sewer in the same trench. If this is how the waterline is, we would replace the water service at this time. This is also only an estimated cost for this work!

Waterline Supplies:

- 100' – ¾" CTS 200# waterline
- 2 – ¾" stiffener
- 2 – ¾" compression x MIP adapter
- 100' – trace wire
- 1 – Watts ¾" dual check backflow preventer
- 4 – ¾"x3 ½" brass nipples
- 4 – ¾" 90° brass elbows
- 1 – Misc. parts and supplies
- 5 hours job labor, 2 men with installation of waterline in the same trench as the sewer

\*If the waterline is replaced, your estimated cost for this work will be \$1170.00

This estimated cost does not include any additional back-hoe work to install the waterline. If any additional back-hoe and labor work is needed there could be an additional cost.

Thank you for allowing us to estimate this work.

All work will be done as all local and state codes, no exceptions.

If you have any questions, please feel free to call!  
Thank You! We appreciate your business!!!

\*Payment to be made as follows:

\*1/3 Down Payment: \_\_\_\_\_

**\*Balance due upon Completion of job:**

\_\_\_\_\_

**Any amount of the proposal that is paid by debit/credit card will be subject to an additional 3% charge of balance paid with the card.** \_\_\_\_\_

All material is to be as specified. All work to be completed in a workmanlike manner according to standard practice. Any alterations or deviations from above specifications will be executed only on written orders and will become an extra cost over and above the estimate.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Acceptance of Proposal: The above price, conditions and specifications are satisfactory and are accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# WARRANTY DEED

VOL. 247 PAGE 470

KNOW ALL MEN BY THESE PRESENTS: That, We, Calvin Luther Jaqua and Evelyn Jaqua, husband and wife,

Grantor...S who acquired title by instrument..... recorded in Volume .....173..... page .....290.....

Deed Records of Henry County, Ohio, for the consideration of One Dollar and Other Valuable Considerations to ..... paid by Keith A. Jaqua, an unmarried man of legal age ..... the Grantee..... whose Tax Mailing Address will be 917 N. Perry, Napoleon, Ohio 43545 ..... the receipt whereof is hereby acknowledged, do.....hereby Give, Grant, Bargain, Sell and Convey to the said Grantee.....

.....heirs and assigns, forever, the real estate described as follows:  
Situating in the.....City.....of.....Napoleon..... County of Henry and State of Ohio and known as:

Lots numbered Twenty-nine (29), Thirty (30) and Thirty-one (31) in Henry Yeagers' Third Addition to the Village (now City) of Napoleon, Henry County, Ohio, subject to zoning restrictions of the City of Napoleon, Ohio.

APPROVED  
Tax Map Dept.

but subject to all easements, restrictions, and leases of record, zoning ordinances, if any, and all legal highways. TO HAVE AND TO HOLD said premises, with all the privileges and appurtenances thereunto belonging, unto the said Grantee.....

.....his.....heirs and assigns, forever.

And..... the said Grantor S for themselves and their heirs, executors and administrators, do..... hereby covenant with the said Grantee....., .....his.....heirs and assigns that they are lawfully seized of the premises aforesaid as a good and indefeasible estate in fee simple, and have good right to bargain and sell the same in the manner and form as above written; that the title so conveyed is clear, free and unincumbered excepting the taxes and assessments levied and assessed for the last half of the year 1991 and for the year 1992 and thereafter, which taxes and assessments the grantees herein assume and agree to pay, and that they will forever Warrant and Defend the same unto the said Grantee....., .....his.....heirs and assigns, against all lawful claims whatsoever, except as hereinabove mentioned.

In Witness Whereof, we the said Grantor S, hereunto set.....OUR.....hand S....., this.....25<sup>th</sup>.....day of.....March....., 1992.....

Signed and acknowledged in presence of

*Mark D. Schnitkey*  
*Reina M. Ribbenour*

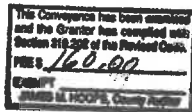
*Calvin Jaqua*  
*Evelyn Jaqua*

The State of Ohio,  
Henry County, ss.

Be it remembered, That on this 25<sup>th</sup> day of March, 1992 Before me, the subscriber, a Notary Public in and for said State of Ohio, personally came the above named

the Grantor S in the foregoing instrument, who acknowledged that they did sign the same, and that the same is their free act and deed.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal, at Napoleon, Ohio, on the day and year aforesaid.



*Mark D. Schnitkey*  
Notary Public in and for the State of Ohio

This instrument was prepared by:  
Mark D. Schnitkey  
Attorney at Law, Napoleon, Ohio 43545

MARK D. SCHNITKEY, Attorney at Law  
Notary Public - State of Ohio  
My Commission has no Expiration Date,  
Section 147.03R.C.

