

THE CITY OF NAPOLEON

BUILDING & ZONING DEPARTMENT

255 W. RIVERVIEW

(419) 592-4010

Sidewalk/Curb Replacement Permit

Permit Number: SW2008-3

Page 1 of 1

Printed: 9/22/2008

ADDRESS: *1145 Kenilworth Ave.*

Applicant

Name: Westhoven Builders

Address: 8927 Co Rd P-3

Approval Date: 9/22/2008

419-592-7308

Owners

Name: Mrs. Sandy Bostelman

599-9940

Address: 1145 Kenilworth Ave

Napoleon, OH 43545

Contractors

Contractor Type: Builder

Name: Westhoven Builders

Napoleon, OH 43545

Address: 8927 Co Rd P-3

Phone: 419-592-7308

Fees and Receipts:

Number	Description	Amount
FEE2008-618	Sidewalk/Curb	\$25.00

Total Fees: \$25.00

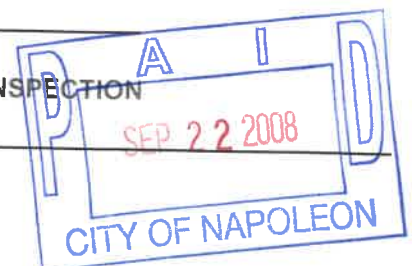
RCPT2008-380		\$25.00
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Total Receipts: \$25.00

sidewalk replacement

APPLICANTS SIGNATURE: _____ DATE: _____

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



APPLICATION FOR CITY SIDEWALK AND/OR CURBING REPLACEMENT

Location of project 1145 Kenilworth

Owner Name Jason + Sandy Bostelman

Address 1145 Kenilworth

City Napoleon

Zip 43545

Phone (419) 599-9940

Type of work to be performed: Curbing replacement

Sidewalk Replacement

Total length of curbing to be replaced _____ Total square footage of sidewalk to be replaced _____

Estimated cost _____

It is required that the City approve the replacement of sidewalks and curbing before the work commences

All construction must comply with the latest City of Napoleon Engineering Specification and/or ODOT specifications whichever is applicable. Non-complaint work will not be eligible for reimbursement. **Specifications are available upon request.** Inspection is required by the City prior to replacement of concrete and after the work is completed to retain eligibility.

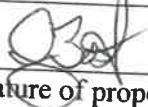
The city will reimburse the owner for sidewalk replacement in the right-of-way at a rate of one dollar and fifty cents (\$1.50) per square foot, if installed in accordance to City specifications. The City will reimburse the owner for curbing replacement in the right-of-way at a rate of twenty dollars (\$20.00) per linear foot, **if installed in accordance to City specification.**

Reimbursement is made to the owner of the property not the contractor. IT is required that the owner completes an invoice (provided by the City) for such work along with a paid copy of the invoice from the contractor who performed such work (if applicable).

Name of City registered contractor performing such work; (if there is no contractor involved mark Self)

Jason Westoven + Associates (419) 966-2094

City Lic. # _____

Signature of property owner 

9/22/08
Date

This form must be signed by the City Engineer prior to commencement of work in order to be eligible for reimbursement according to the above schedule. Inspection by the City is required prior to placement of concrete and after work is completed. A "WORK IN RIGHT OF WAY" PERMIT IS REQUIRED BEFORE WORK MAY COMMENCE.

This project as specified above is hereby approved for construction and is eligible for reimbursement in accordance with the schedule herein. All work must conform to the City of Napoleon specification.

City Engineer _____

Date _____

City Purchase order Number _____

City Permit number SW08-3

1145 KENILWORTH

Jason V

89' x 4' - US

High

10' x 4' - WATER

I

79' x 4' - TOTAL

Ja:

ZZLF CURB ← MAYER

1 Remove preexisting side walks,

3
79

WILL GET PRICE

2 Pour; 84 Sq. Ft. of entry termin
walk, 260 Sq. Ft. of near the roac
& 1,194 Sq. Ft. of drive way & a
reinforcement, stone & debris ha
joint, concrete, finishing, clean u

4
316 SF

PER SF FOR 10' x 4'

SECTION

15

1586

3160

474.00

Materials:

- 20 ton of stone
- 37.75 CU.YD. of concrete
- Steele & fiber costs
- Sealer
- Misc. (woods, stakes, tax)

Labor:

- Bobcat & dump truck use
- Jack hammer & compress
- Forming & pouring the si

Total

\$8,595.00

4' x 10' section destroyed in water main break.

7' per sq. ft. 280.00 LESS removal by city - 30.00

\$ 250.00 cost. for replacement, + entire walk
deteriorated replacement reimbursement.

Cemera Kemij...

1 of 2

Attention:

Anaela

Sandy + Jason Bostelman
(419) 599-9940

City
come back -
fix yard yet



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 AND CERTIFICATE

PURCHASE ORDER NUMBER

**MUST APPEAR
ON YOUR INVOICE**

RG081311

DEPT. REQ. NO. : 27857

P.O. DATE : 10/01/08

SHIP TERMS : NET 0 DAYS

DELIVER TO:
510
SERVICE/STREETS MAINTENANCE
CITY OF NAPOLEON, OHIO
1775 INDUSTRIAL DR, PO BOX 151
NAPOLEON, OH 43545-0151

VENDOR TO:
06083
JASON BOSTELMAN
1145 KENILWORTH
NAPOLEON, OH 43545

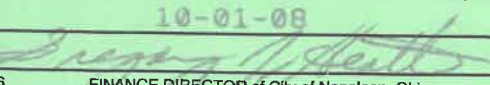
ACCOUNT NUMBER	AMOUNT
400.5100.57400	\$724.00
TOTAL:	\$724.00

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
316	SF.	SIDEWALK REPLACEMENT SW08-3	1.50	\$474.00
40	SF.	SIDEWALK TAKEN OUT BY CITY & NEVER REPLACED FOR WATER MAIN		\$250.00
		{*DO NOT MAIL*} {*DO NOT MAIL*}		
		RETURN ORIGINAL PO TO DEPARTMENT / DIVIS		
			TOTAL:	\$724.00

FINANCE DIRECTOR'S CERTIFICATE

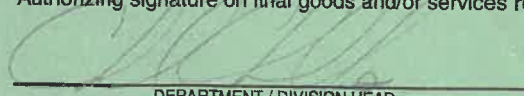
It is hereby certified that the amount \$ 724.00 required to meet the contract, agreement, obligation, payment or expenditure for the above, has been lawfully appropriated or authorized or directed for such purpose and is in the Treasury or in process of collection to the credit of fund(s) as listed above and free from any obligation, certification, or previous encumbrances. (ORC 5705.41 D)

Dated 10-01-08

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 10.03.08
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.