

THE CITY OF NAPOLEON

BUILDING & ZONING DEPARTMENT

255 W. RIVERVIEW

(419)592-4010

Outside Sewer Permit

Permit Number: OS2011-11

Page 1 of 2

Printed: 6/8/2011

ADDRESS:

1055 Willard St.

Applicant

Name: Miller Construction, LTD

Address: 19036 Co Rd X

Approval Date:

419-267-3368

Owners

Name: Lupe Perez

Address: 1055 Willard St.

Napoleon, OH 43545

Contractors

Contractor Type: General Contractor

Name: Miller Construction, LTD

Address: 19036 Co Rd X

Archbold, OH 43502

Phone: 419-267-3368

Fees and Receipts:

Number

Description

Amount

Total Fees: \$0.00

Total Receipts: \$0.00

sewer repair

APPLICANTS SIGNATURE: _____ DATE: _____

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

CITY OF NAPOLEON ZONING PERMIT APPLICATION

THIS APPLICATION IS FOR RESIDENTAL DEMOLITIONS, FENCES, POOLS, SHEDS,
DRIVEWAYS, SIDEWALKS & SEWERS 082011-11

DATE 6-8-11 JOB LOCATION 1055 Willard St.

OWNER Lupe Perez TELEPHONE # _____

OWNER ADDRESS _____

CONTRACTOR Miller Const CELL PHONE # 419-467-5796

DESCRIPTION OF WORK TO BE PERFORMED Sewer Line

ESTIMATED COMPLETION DATE 6-10-11 ESTIMATED COST 3,000.00

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

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: Roger Miller DATE: 6-8-11

PRINT NAME: Roger Miller

BATCH #	CHECK #	DATE
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SANITARY SEWER GRANT AGREEMENT

Rev. 2010

THIS AGREEMENT made this 9TH day of JUNE, 2011, by and between the City of Napoleon, a Municipal Corporation, 255 West Riverview Avenue, Napoleon, Ohio, (hereinafter referred to as "City") and GUADALUPE PEREZ, JR., YOLANDA PEREZ, (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 1055 WILLARD ST. doing the following work at said location:

1055 WILLARD STREET,

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 MILLER CONSTRUCTION, LTD., 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

JUNE 30, 2011.

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.

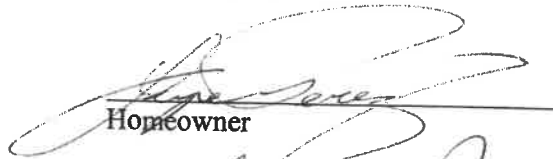
12. This Grant Agreement shall only be amended as to the scope and size of the project by attaching hereto a copy of such amendment, in writing.

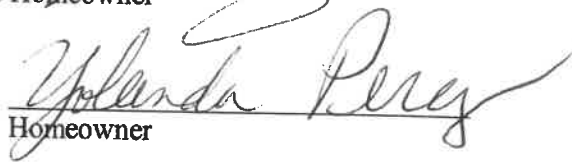
13. Equal Employment Opportunity. During the performance of this Agreement, Homeowner in the hiring of employees or contractors for the performance of work under this Agreement or any person acting on Homeowner's or contractor's behalf, by reason of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates; further, Homeowner or its contractor's or any person on Homeowner's or contractor's behalf, in any manner, shall not discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, sex, disability or military status as defined in Section 4112.01 of the Revised Code, or color; finally, Homeowner or any of its Contractor's in its business or a person working on Homeowner's or contractor's behalf, shall not discriminate against persons by reason of cultural, racial, or ethnic background, or other similar cause, including, but not limited to, race, religion, sex, disability or military status as defined in Section 4112.01 of the Revised Code, national origin, or ancestry.

Forfeiture For EEO Violation. Notwithstanding any other provision of this Agreement regarding termination or penalty, there shall be deducted from the amount payable to the Homeowner under this Agreement, a forfeiture of Twenty-Five Dollars (\$25.00) for each person who is discriminated against or intimidated in violation of this Agreement; moreover, the Agreement shall be canceled or terminated by the City and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this equal employment opportunity section of this Agreement.

Cooperation. Homeowner agrees that Homeowner will fully cooperate with any official or agency of the State or federal government which seeks to eliminate unlawful employment discrimination and with all other State and federal efforts to assure equal employment practices under this Agreement.

14. This Agreement is binding on the parties, their heirs or successors and assigns.
15. 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

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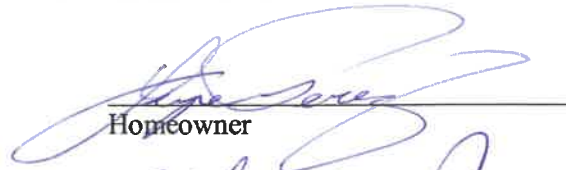
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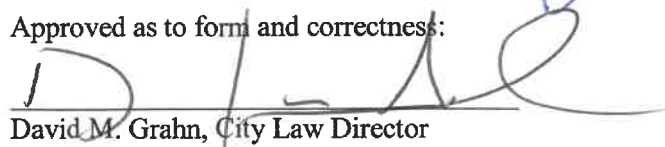

Homeowner


Homeowner

City of Napoleon


Dr. Jon A. Bisher, City Manager

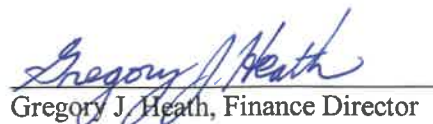
Approved as to form and correctness:


David M. Grahn, City Law Director

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Gregory J. Heath, Finance Director

City of NAPOLEON

SANITARY SEWER GRANT APPLICATION

ORDINANCE 154-01

DATE: 5-17-2011

NAME: Guadalupe Perez Jr

ADDRESS: 1055 Willard St

PHONE #: 419-906-0610 CELL #: 419-438-1898

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 Guadalupe Perez have read and fully understand the above and agree to all terms and conditions of this agreement on this day 5-17-11 2011.

 **Applicants signature**  **Date** 5-17-11

MAHNKE EXCAVATING

13968 Co Rd K
 Wauseon, Ohio 43567
 Phone: 419.337.1192

To:

Lupe Pucze
1055 Wiland ST
Napoleon, Oh

	Description	Amount
	Bill prices for installing a new 6" sanitary sewer with Stone bedding & separating basement footer tile from sanitary sewer, also installing new sump pump hole outside of basement. Install new sump pump in pit with a 1½" outlet pipe to curb at Street.	\$ 3035. ⁰⁰ / ₁₀₀

MILLER CONSTRUCTION, LTD.

POURED WALLS • FLATWORK • EXCAVATING • SEPTIC SYSTEMS • STONE HAULING

19036 COUNTY ROAD X
ARCHBOLD, OH 43502



PH. 419-267-3368
FAX 419-267-5605

April 21, 2011

Lupe Perez
Phone: 906-0610

SEWER

Backhoe to excavate trench and backfill
Labor to check grade and install tile
6" SRD tile and fittings
Stone backfill

TOTAL \$1,650.00

STORM WATER

Backhoe to excavate trench and backfill
Labor to check grade and install tile
4" SDR tile and fittings
Stone backfill
24" N-12 tile with lid
2" sump pump hooked to outlet - no power supply

TOTAL \$2,100.00

DATE: 6-9-11

INSTALLED BY: MILLER CONSTRUCTION, LTD

INSPECTED BY: MARTY GRASSMANN

1" = 20'

