

# City of NAPOLEON, OHIO

255 RIVERVIEW AVENUE, P.O. BOX 151  
NAPOLEON, OHIO 43545-0151  
(419) 592-4010



January 24, 1996

Mayor  
Robert G. Heft

Mr. David F. Oeming  
David F. Oeming & Associates  
1119 Gratiot  
Saginaw, MI 48602

Members of Council  
John E. Church, President  
Michael J. DeWit  
James Hershberger  
Sarah Peper  
Terri A. Williams  
Travis B. Sheaffer  
Dennis Filgor

Re: Family Video Store  
125 West Clinton St.  
Napoleon, Ohio 43545

City Manager  
Marc S. Gerken

Dear Mr. Oeming:

Enclosed please find one "redlined" copy of the preliminary site plan submitted for the referenced project. Please revise your drawings to incorporate these comments prior to your final submittal. We have also enclosed a copy of the worksheet we have developed to estimate the required quantities to meet City of Napoleon standards for our downtown sidewalks and the responsibilities of each party.

Finance Director  
Gregory J. Heath

If you have any questions, please call us.

Law Director  
David M. Grahn

Yours truly,

City Engineer  
Adam C. Hoff, P.E.

Adam C. Hoff, P.E.  
City Engineer

ACH:ka

Enclosure

cc: Mr. Doug Klang

## DOWNTOWN SIDEWALK SCOTT & CLINTON

Item No.	Description	Units	Estimated	Estimated	Estimated	Estimated	Estimated
			CITY	OWNER	UNIT	CITY	OWNER
			Quantity	Quantity	Cost	Cost	Cost
1	One Foot Pavement Removal	S.Y.	46.00	0.00			
2	Sidewalk and Drive Removal	S.F.	0.00	2,520.00			
3	4" Sidewalk	S.F.	196.00	3,662.00			
4	6" Concrete Drive Approach	S.F.	0.00	904.00			
5	4" #57 Stone Under Sidewalks & Drive	C.Y.	2.40	14.00			
6	Type 6 Curb	L.F.	519.00	0.00			
7	8" Concrete Base (Curb/Pavement Filler)	S.Y.	46.00	0.00			
8	Pavement Brick	L.F.	0.00	345.00			
9	Tree Well, Complete	EA.	0.00	4.00			
10	2" Steel Conduit	L.F.	80.00	0.00			
11	2" PVC Conduit	L.F.	350.00	0.00			
12	1-1/4" PVC Elec. Conduit for Tree Wells	L.F.	100.00	0.00			
13	Street Light Foundation, Complete	EA.	5.00	0.00			
14	Electrical Pull Box, Installation Only	EA.	2.00	0.00			
15	4" Underdrains	L.F.	519.00	0.00			
16	Wheelchair Ramps	EA.	3.00	0.00			
17	Trees Planted	EA.	0.00	4.00			
18	2 x 3 Catch Basins	EA.	1.00	0.00			
19	Abandon Existing Catch Basin	EA.	1.00	0.00			
					<b>TOTALS</b>	\$	\$

## DOWNTOWN SIDEWALK SCOTT & CLINTON

Item No.	Description	Units	Estimated	Estimated	Estimated	Estimated	Estimated
			CITY	OWNER	UNIT	CITY	OWNER
			Quantity	Quantity	Cost	Cost	Cost
1	One Foot Pavement Removal	S.Y.	46.00	0.00	\$5.00	\$230.00	\$0.00
2	Sidewalk and Drive Removal	S.F.	0.00	2,520.00	\$0.75	\$0.00	\$1,890.00
3	4" Sidewalk	S.F.	196.00	3,662.00	\$2.50	\$490.00	\$9,155.00
4	6" Concrete Drive Approach	S.F.	0.00	904.00	\$3.50	\$0.00	\$3,164.00
5	4" #57 Stone Under Sidewalks & Drive	C.Y.	2.40	14.00	\$25.00	\$60.00	\$350.00
6	Type 6 Curb	L.F.	519.00	0.00	\$12.00	\$6,228.00	\$0.00
7	8" Concrete Base (Curb/Pavement Filler)	S.Y.	46.00	0.00	\$35.00	\$1,610.00	\$0.00
8	Pavement Brick	L.F.	0.00	345.00	\$6.00	\$0.00	\$2,070.00
9	Tree Well, Complete	EA.	0.00	4.00	\$1,000.00	\$0.00	\$4,000.00
10	2" Steel Conduit	L.F.	80.00	0.00	\$8.00	\$640.00	\$0.00
11	2" PVC Conduit	L.F.	350.00	0.00	\$5.00	\$1,750.00	\$0.00
12	1-1/4" PVC Elec. Conduit for Tree Wells	L.F.	100.00	0.00	\$5.00	\$500.00	\$0.00
13	Street Light Foundation, Complete	EA.	5.00	0.00	\$600.00	\$3,000.00	\$0.00
14	Electrical Pull Box, Installation Only	EA.	2.00	0.00	\$200.00	\$400.00	\$0.00
15	4" Underdrains	L.F.	519.00	0.00	\$7.00	\$3,633.00	\$0.00
16	Wheelchair Ramps	EA.	3.00	0.00	\$50.00	\$150.00	\$0.00
17	Trees Planted	EA.	0.00	4.00	\$350.00	\$0.00	\$1,400.00
18	2 x 3 Catch Basins	EA.	1.00	0.00	\$1,000.00	\$1,000.00	\$0.00
19	Abandon Existing Catch Basin	EA.	1.00	0.00	\$250.00	\$250.00	\$0.00
					<b>TOTALS</b>	\$19,941.00	\$22,029.00

# Memorandum

To: Marc S. Gerken - City Manager  
From: Adam C. Hoff, P.E. - City Engineer *ACH*  
cc:  
Date: February 15, 1996  
Subject: Family Video Storm Outlet  
File: FAMVID1.MEM

Per your request, I have developed the attached estimate of cost for the Family Video storm outlet. To install the proposed storm sewer across Scott Street would cost approximately \$6,000.00. If the City offers to also pick up the cost of removing the Tonjes storm outlet from the combined sewer system, the additional cost would be approximately \$2,800.00 (\$8,800.00 total).

If you have any questions, let me know.



# INCOMING WORK FOR LAW DEPARTMENT

Department

Engineering

Project

Family Video Lease

Date Submitted

Aug 6, 1996

Desired Date

Aug 23, 1996

ACH  
Department Head

Approved by Marc S. Gerken, City Manager

**COMMENTS:**

Please review attached revisions and modify  
the agreement accordingly.  
Thank you

**Departmental Use Only:**

Expected Completion Date \_\_\_\_\_

Completed Date \_\_\_\_\_

\_\_\_\_\_  
David M. Grahn, City Law Director

Family Video  
Lease Agreement

Full property description:

Being Lots 3, 4, and 5 of Block No. 1 of Phillips Addition to the Town (now City) of Napoleon, Henry County, Ohio.

(Vol. 236, Pg. 82, Vol. 239, Pg's. 619 & 620)

Leased area description:

Commencing at an iron pin being the northeast corner of Lot No. 3, Block No. 1, Phillip's Addition, thence South  $62^{\circ}47'10''$  West along a line being the southerly right-of-way line of West Clinton Street a distance of 76.17 feet to the point of beginning; Thence South  $27^{\circ}12'50''$  East a distance of 25.00 feet to a point; Thence South  $62^{\circ}47'10''$  West parallel to said right-of-way line a distance of 100.00 feet to a point; Thence North  $27^{\circ}12'50''$  West a distance of 25.00 feet to a point on said right-of-way line; Thence North  $62^{\circ}47'10''$  East along said right-of-way line a distance of 100.00 feet to the point of beginning. Said described parcel containing 0.06 acres of land, more or less.



# Memorandum

To: Marc S. Gerken, P.E. - City Manager  
From: Adam C. Hoff, P.E. - City Engineer *ACH*  
cc: David Grahn, Brent Damman  
Date: August 6, 1996  
Subject: Family Video Lease Agreement

Today I spoke with Doug Klang of Family Video regarding the proposed lease agreement. The following revisions have been requested:

1. Remove Paragraph B.2., page 2, requiring the sweeping of the parking lot.
2. Remove Paragraph C, page 2, which allows the City to establish a fee for parking in these spaces.
3. Include verbiage in Paragraph G., page 2, regarding enforcement of parking violations per City code and the posted signs.
4. Remove Paragraph I., page 2, which allows the City to establish handicap parking spaces in the lot.
5. Include verbiage in Paragraph R., page 3, stating that future owners of the property shall have the option to terminate the agreement pursuant to Paragraph L.

I am in agreement with these requests and request that the Law Director revise the lease agreement as such. I have also reminded Doug that a statement from his parent company authorizing him to sign will be required prior to execution of the documents.

If you have any questions, let me know.

## LEASE AGREEMENT

This Lease Agreement made this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, by and between Family Video Movie Club, Inc. an Illinois Corporation, 1022 East Adams, Springfield, Illinois, 62703, by the Regional Manager, hereinafter referred to as "the *Company Lessor*", and the City of Napoleon, Ohio, by its City Manager, hereinafter referred to as "the *City Lessee*",

Witnesseth:

A. That the *Company Lessor*, for and in consideration of the *City Lessee* paying an amount of one (\$1.00) dollar and other valuable consideration, the receipt of which is hereby acknowledged, and the covenants and agreements hereinafter mentioned, does lease and does by these present let unto the *City Lessee*, and its successors and assigns the following described real property, to-wit: 11 parking spaces:

Situated in the City of Napoleon, County of Henry, and State of Ohio and known as: being a part of Lots numbers three (3), four (4), and five (5) in Block Number One in the City of Napoleon, Henry County, Ohio and more specifically described as: only the area commencing at an iron pin being the northeast corner of Lot No. 3, Block No. 1, Phillip's Addition, thence South 62°47'10" West along a line being the southerly right-of-way line of West Clinton Street a distance of 76.17 feet to the point of beginning; Thence South 27°12'50" East a distance of 25.00 feet to a point; Thence South 62°47'10" West parallel to said right-of-way line a distance of 100.00 feet to a point; Thence North 27°12'50" West a distance of 25.00 feet to a point on said right-of-way line; Thence North 62°47'10" East along said right-of-way line a distance of 100.00 feet to the point of beginning. Said described parcel containing 0.06 acres of land, more or less.

Deed Reference: Volume 259, Page 250 of the Henry County Deed Records.

To Have and to Hold the above described portion of the premises for and during the full term of three years, commencing on the \_\_\_ day of \_\_\_\_\_, 19\_\_\_ and ending on the \_\_\_ day of \_\_\_\_\_, \_\_\_\_\_. This lease is automatically renewed at the end of the initial period on an annual basis each year thereafter, unless the *City Lessee* is notified in writing 30 days prior to the termination period of *Company Lessor's* intent not to renew.

B. The *Company Lessor* shall construct on said premises, at its own expense, a parking lot suitable for passenger cars (City standards), and the *Company Lessor* covenants and agrees that the eleven (11) parking spaces on the premises shall be used for no other purpose, other than public parking:

Specifically the *Company Lessor* shall at its own expense:



1. Keep the premises and appurtenances, in a clean and orderly condition.
2. Remove snow from the lot.
3. Keep proper striping of parking stalls in accordance with City standards and dimensions.
4. Keep the lot patched as to keep safe vehicle and pedestrian traffic.
5. Allow for the posting of signs by the *City Lessee*.

If the *Company Lessor* fails to do what has been listed in Provision "B" 1-6, the *City Lessee* may do the required act at the expense of the *Company Lessor*.

C. The *Company Lessor* shall not use the designated eleven (11) parking spaces for employee parking.

D. The parties will not alter the leased parking area or place any material, equipment, or substance on said leased parking area without prior consent of the other party.

E. The *Company Lessor* shall be responsible for the payment of all taxes and assessments levied and assessed on said premises during the term of this Lease or any renewal hereof.

F. The *City Lessee* agrees that vehicle parking shall be limited to ninety (90) consecutive minutes in duration at any one time. Signs shall be properly posted by the City and enforcement shall be in accordance with City Code.

G. The *City Lessee* shall not sublet said premises without first obtaining the written consent of the *Company Lessor*; however, such consent shall not be unreasonably withheld.

H. That any lighting or other similar appurtenance installed by the City shall remain the property of the City.

I. The *Company Lessor* agrees to both indemnify and hold the *City Lessee* harmless against any and all claim that may arise while said lot is being used for the *Company Lessor* function or business. Further, the *Company Lessor* agrees to both indemnify and hold the *City Lessee* harmless against all claims made by third persons that may arise relating to the leased parking spaces if the nature of the claim is related to installation, maintenance, and/or upkeep of the parking lot.

J. This lease may be terminated by the *Company Lessor*, without cause, at anytime within the initial three year period, provided that *Company Lessor* gives notice to *City Lessee*, in writing, 30 days prior to the termination date; however,

if termination occurs within the initial three year period, then Company Lessee agrees to pay the City Lessor, as liquidated damages, the amount of \$8,000.00 if terminated at anytime in the first year, \$5,000.00 if terminated at anytime in the second year, and \$2,000.00 if terminated at anytime in the third year (except for the right not to renew). If this lease is renewed pursuant to provision (A), then Company Lessor may terminate this lease at any time, without cause, without penalty or recourse, upon giving the City Lessee 30 day written notice prior to the termination date.

K. The *Company Lessor* hereby covenants that if the *City Lessee* shall perform all the agreements and covenants by it herein to be performed, the *City Lessee* shall, during the term hereby demised, or any renewal hereof, freely, peaceably, and quietly enjoy the possession of the premises hereby demised.

L. That each person executing this Lease on behalf of a party hereto represents and warrants that he has been lawfully empowered to execute this Lease, and that all necessary action for the execution of this Lease has been taken.

M. That the *City Lessee* shall cause this Lease (or Memorandum thereof) to be recorded at the Recorder's Office of Henry County, Ohio.

N. No waiver of any condition or covenant of this Lease or failure to exercise a right or remedy by any party hereto shall be considered to imply or constitute a further waiver by such same party of the same or any other condition, covenant, right, or remedy.

O. Each party hereto shall, from time to time, upon request of any other party, execute any additional documents which may be reasonably required to effectuate the purposes of this Lease.

P. This Lease may be executed in any number of counterparts, each of which shall be considered an original, but all of which shall be considered one (1) Agreement which shall be binding upon each party by which any counterpart is executed. The provisions of this Lease shall extend and be binding on the parties and their respective heirs, executors, administrators, successors, representatives, and assigns; further, this Lease shall be binding on any future holders or owners of the premises; moreover, any future owners shall have an option to terminate this agreement pursuant to the terms contained in provision (J) of this agreement.

Q. The validity and construction of this Agreement shall be governed by the laws of the State of Ohio.

R. If any portion of this Agreement is found invalid for any reason, then only that portion shall be held void and the remainder shall remain in full force.

In Witness Whereof, the parties, have hereunto set their hands to duplicate copies hereof on the date found next to their signature.

Signed in the presence of:

\_\_\_\_\_  
Marc Gerken, City Manager

Witness: \_\_\_\_\_

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

Witness: \_\_\_\_\_

\_\_\_\_\_  
Douglas J. Klang, Regional Manager

Witness: \_\_\_\_\_

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

Witness: \_\_\_\_\_

State of Ohio, County of Henry: ss

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1996, before me the subscriber, a Notary Public in and for said County and State, personally came the above named Marc S. Gerken, City Manager of the City of Napoleon, Ohio, Lessee, in the County of Henry, State of Ohio and as such officer, acknowledged the signing and sealing of this lease to be the voluntary act and deed of the City of Napoleon and to be his voluntary act and deed, for the uses and purposes therein mentioned.

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

(Seal)

\_\_\_\_\_  
Notary Public,  
Term Expires: \_\_\_\_\_

State of \_\_\_\_\_, County of \_\_\_\_\_: ss

Be it remembered, that on this \_\_\_\_\_ day of \_\_\_\_\_, 1996, before me the subscriber, a Notary Public in and for said County and State, personally

came the above named Douglas J. Klang, Regional Manager of Family Video Movies Club, Inc., an Illinois Corporation, the Company Lessor, in \_\_\_\_\_ County, State of \_\_\_\_\_, and as such officer, acknowledged the signing and sealing of this lease to be the voluntary act and deed of Family Video Movie Club, Inc., an Illinois Corporation, and to be his voluntary act and deed, for the uses and purposes therein mentioned.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal on the day and year last aforesaid. \_\_\_\_\_

(Seal)

\_\_\_\_\_  
Notary Public,  
Term Expires: \_\_\_\_\_

Approved as to Form and  
Correctness:

\_\_\_\_\_  
David M. Grahn,  
City Law Director

**This instrument prepared by:  
David M. Grahn, City Law Director  
City of Napoleon  
255 W. Riverview Avenue  
Napoleon, Ohio 43545**



Wednesday, May 15, 1996

Adam C. Hoff, City Engineer  
City of Napoleon  
255 West Riverview Ave  
Napoleon, Ohio 43545-0151

1022 East Adams Street  
Springfield, Illinois 62703  
217-544-2001  
FAX 217-544-8416

Re: Family Video Proposal

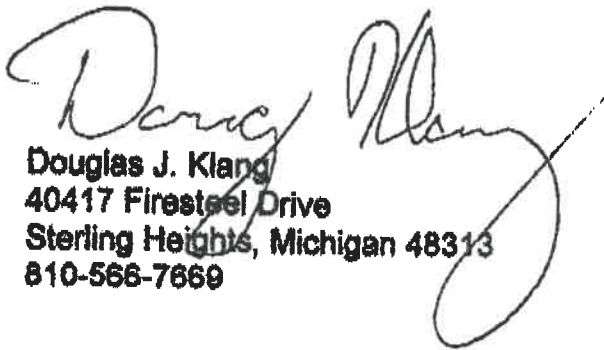
Dear Adam:

Family Video is in agreement in principle to your letter dated 2-21-96. In exchange for the City of Napoleon paying to bring the storm sewer across Scott Street and removing the catch basin on the Tonjes property, Family Video will allow the use of eleven (11) parking spaces for transient parking, limited to 90 minutes, during our non-peak times.

We will allow this parking arrangement to go on indefinitely, as long as it creates no conflicts with Family Video customer parking.

Thank you for your assistance in this matter and look forward to doing business in the City of Napoleon.

Sincerely,



Douglas J. Klang  
40417 Firesteel Drive  
Sterling Heights, Michigan 48313  
810-566-7669

# Memorandum

*To: Marc S. Gerken, P.E. - City Manager*  
*From: Adam C. Hoff, P.E. - City Engineer*  
*cc: David Grahn*  
*Date: November 12, 1996*  
*Subject: Family Video Lease Agreement*

Today I spoke with Mr. Doug Klang of Family Video Movie Club, Inc. regarding the proposed lease agreement. Apparently, he is having problems convincing his bosses to sign the lease without first doing a "dry run". Mr. Klang has proposed that the City post the signs for a period of two (2) months to see how things go. If everything is favorable after the trial period, the agreement will be signed. I did inform Mr. Klang that I do not believe that this would be acceptable to the City. However, I would at least present the option to you.

Please pass your answer along to me ASAP. If the answer is "No", then he will approach the CEO of his company again and see what happens.

---



# City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151  
NAPOLEON, OHIO 43545-0151  
(419) 592-4010  
FAX (419) 599-8393



November 6, 1996

Mayor  
Donald M. Stange

Members of Council  
Michael J. DeWit, President  
Dennis Filgor  
James Hershberger  
Sarah J. Peper  
Travis B. Sheaffer  
Char Weber  
Terri A. Williams

City Manager  
Marc S. Gerken, P.E.

Finance Director  
Gregory J. Heath

Law Director  
David M. Grahn

City Engineer  
Adam C. Hoff, P.E.

Mr. Douglas J. Klang  
Regional Manager  
Family Video  
40417 Firesteel Drive  
Sterling Heights, Michigan 48313

Re: City of Napoleon, Ohio  
Lease Agreement and Site  
Improvements

Dear Mr. Klang:

As stated in my correspondence of August 12, 1996, please sign and return the two (2) copies of the lease agreement along with a statement from your parent company, Family Video Club, Inc. authorizing you to sign on their behalf. Please return the above mentioned documents by November 30, 1996. If the agreement is not returned by this date, the City of Napoleon will not contribute the amount of \$8,800.00 toward the storm sewer.

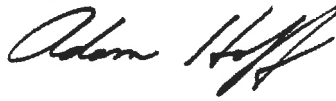
Also, it has come to our attention that Ward Construction Company has yet to be paid by your construction manager, West Valley Development, Inc., for their construction of the sidewalk improvements abutting the property. The City will not pay Ward's directly, but will reimburse Family Video for the City share of the project. The work performed by Ward Construction was very good and we see no reason to withhold funds from them. Please instruct your construction manager to release the funds due. Once this is complete, we will forward the

Mr. Douglas J. Klang  
Page Two  
November 6, 1996

reimbursement for the City share of the project to you. Based on final measurements, this amount will be \$25,667.29. A copy of the final calculation is enclosed.

If you should have any questions, please feel free to call me.

Yours truly,



Adam C. Hoff, P.E.  
City Engineer

ACH:rd

Enclosure

cc: Mr. Marc S. Gerken, P.E.; City Manager  
Mr. David Grahn, City Law Director  
Mr. Sonny Helberg, Construction Inspector  
Mr. Norm Inkrott, Ward Construction Company  
Mr. Craig Harris, West Valley Development, Inc.

C:\AMIPRO\CITYENGR\LETTERS\KLANGAG2.SAM

# DOWNTOWN SIDEWALK PROGRAM SCOTT & CLINTON

Item No.	Description	Units	Actual CITY Quantity	Actual OWNER Quantity	Unit Cost	CITY Cost	OWNER Cost
1	1'-0" Pavement Removal	S.Y.	48.67	0.00	\$20.00	\$973.40	\$0.00
2	Sidewalk, Drive & Curb Removal	S.F.	784.00	2,520.00	\$0.90	\$705.60	\$2,268.00
3	4" Conc. Sidewalk	S.F.	232.00	3,028.00	\$2.45	\$568.40	\$7,418.60
4	6" Conc. Drive Approach	S.Y.	388.50	1,353.00	\$2.90	\$1,126.65	\$3,923.70
5	4" - #57 Stone Under Sidewalks & Drive	C.Y.	10.00	60.00	\$21.00	\$210.00	\$1,260.00
6	Type 6 Curb	L.F.	566.50	0.00	\$15.00	\$8,497.50	\$0.00
7	8" Conc. Base (Curb/Pavement Filler)	S.Y.	48.67	0.00	\$32.00	\$1,557.44	\$0.00
8	Pavement Brick	L.F.	0.00	320.00	\$6.00	\$0.00	\$1,920.00
9	Tree Well (Complete)	EA.	0.00	4.00	\$900.00	\$0.00	\$3,600.00
10	2" Steel Conduit w/ String	L.F.	100.00	0.00	\$8.50	\$850.00	\$0.00
11	2" PVC Conduit w/ String	L.F.	340.00	0.00	\$4.75	\$1,615.00	\$0.00
12	1-1/4" PVC Conduit w/String	L.F.	110.00	0.00	\$5.25	\$577.50	\$0.00
13	Street Light Foundation	L.F.	5.00	0.00	\$650.00	\$3,250.00	\$0.00
14	Electrical Pull Box (Installation Only)	EA.	1.00	0.00	\$200.00	\$200.00	\$0.00
15	4" Underdrains	EA.	438.00	0.00	\$6.25	\$2,737.50	\$0.00
16	Wheelchair Ramps	L.F.	0.00	2.00	\$50.00	\$0.00	\$100.00
17	Trees (Planted)	EA.	0.00	4.00	\$325.00	\$0.00	\$1,300.00
18	2x3 Catch Basins	EA.	0.00	0.00	\$0.00	\$0.00	\$0.00
19	Abandon Ex. Catch Basins	EA.	0.00	0.00	\$0.00	\$0.00	\$0.00
<b>Extras:</b>							
1	Catch Basin Adjusted to Grade	EA.	1.00	0.00	\$250.00	\$250.00	\$0.00
2	Manhole Adjusted to Grade	EA.	1.00	0.00	\$250.00	\$250.00	\$0.00
3	Removal of Existing Pole Bases	EA.	4.00	0.00	\$25.00	\$100.00	\$0.00
4	Asphalt Grinding	S.Y.	30.00	0.00	\$5.00	\$150.00	\$0.00
5	404 Asphalt	C.Y.	8.97	0.00	\$100.00	\$897.00	\$0.00
6	6" Concrete Sidewalk	S.F.	397.00	460.00	\$2.90	\$1,151.30	\$1,334.00
<b>TOTALS:</b>						<b>\$25,667.29</b>	<b>\$23,124.30</b>

# City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151  
NAPOLEON, OHIO 43545-0151  
(419) 592-4010  
FAX (419) 599-8393



August 12, 1996

Mayor  
Donald M. Stange

Members of Council  
Michael J. DeWit, President  
Sarah J. Peper  
John E. Church  
James Hershberger  
Terri A. Williams  
Travis B. Sheaffer  
Dennis Fligor

City Manager  
Marc S. Gerken, P.E.

Finance Director  
Gregory J. Heath

Law Director  
David M. Grahn

City Engineer  
Adam C. Hoff, P.E.

Mr. Douglas J. Klang  
Regional Manager  
Family Video Movie Club, Inc.  
40417 Firesteel Drive  
Sterling Heights, Michigan 48313

Re: City of Napoleon, Ohio  
Family Video Lease Agreement

Dear Mr. Klang:

Enclosed please find two (2) copies each of the Memorandum of Lease and the Lease Agreement between the City of Napoleon and Family Video for the use of eleven (11) parking spaces. Please have each document signed, notarized and returned to us along with a statement from your parent company, Family Video Movie Club, Inc., authorizing you to sign on their behalf.

If you have any questions, please call me.

Yours truly,

Adam C. Hoff, P.E.  
City Engineer

ACH:rd  
Enclosure

cc: Mr. Marc S. Gerken, P.E.; City Manager  
Mr. David Grahn, City Law Director

C:\AMIPRO\CITYENGR\LETTERS\KLNGLSAG.SAM August 12, 1996 9:38 AM

**MEMORANDUM OF LEASE**

The Family Video Movie Club, Inc., an Illinois Corporation, the lessor, whose address is 1022 East Adams, Springfield, Illinois, 62703, of land in Henry County, Ohio described as follows:

Situated in the City of Napoleon, County of Henry, and State of Ohio and known as: being a part of Lots numbers three (3), four (4), and five (5) in Block Number One in the City of Napoleon, Henry County, Ohio and more specifically described as: only the area commencing at an iron pin being the northeast corner of Lot No. 3, Block No. 1, Phillip's Addition, thence South 62°47'10" West along a line being the southerly right-of-way line of West Clinton Street a distance of 76.17 feet to the point of beginning; Thence South 27°12'50" East a distance of 25.00 feet to a point; Thence South 62°47'10" West parallel to said right-of-way line a distance of 100.00 feet to a point; Thence North 27°12'50" West a distance of 25.00 feet to a point on said right-of-way line; Thence North 62°47'10" East along said right-of-way line a distance of 100.00 feet to the point of beginning. Said described parcel containing 0.06 acres of land, more or less.

To be used for the purposes and upon the rentals and other terms, covenants and conditions as more particularly set forth in an unrecorded lease entered into on the \_\_\_ day of \_\_\_\_\_ 1996 between Lessor and Lessee for a term of \_\_\_\_\_ years to commence on \_\_\_\_\_ with renewal options of one year each.

Lessor and Lessee have signed this memorandum this \_\_\_ day of \_\_\_\_\_, 1996.

Signed and acknowledged:

By \_\_\_\_\_  
Douglas J. Klang, Lessor  
Regional Manager  
Family Video Movie Club, Inc.,  
an Illinois Corporation

Witnesses:  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
Marc S. Gerken, Lessee  
City Manager  
City of Napoleon

Witnesses:  
\_\_\_\_\_  
\_\_\_\_\_

State of \_\_\_\_\_ ) SS:  
County of \_\_\_\_\_ )

Before me, a notary public in and for said county and state, personally appeared the Family Video Movie Club, Inc., an Illinois Corporation, by Douglas J. Klang, who acknowledged that the signing of this Lease (Memorandum) is the voluntary act and deed of Family Video Club, Inc., an Illinois Corporation and his voluntary act and deed as its Regional Manager and that the same is duly authorized.

In Witness Whereof, I hereunto affix my hand and official seal at \_\_\_\_\_, \_\_\_\_\_, this \_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary Public  
Commission Expires:

Before me, a notary public in and for said county and state, personally appeared the City of Napoleon, by Marc S. Gerken who acknowledged that the signing of this Lease (Memorandum) is the voluntary act and deed of the City of Napoleon and his voluntary act and deed as its City Manager and that the same is duly authorized.

In Witness Whereof, I hereunto affix my hand and official seal at Napoleon, Ohio, this \_\_\_ day of \_\_\_\_\_, 1996.

\_\_\_\_\_  
Notary Public  
Commission Expires:

**Instrument Prepared by:  
David M. Grahm  
City Law Director  
255 W. Riverview  
Napoleon, Ohio 43545**



# City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151  
NAPOLEON, OHIO 43545-0151  
(419) 592-4010  
FAX (419) 599-8393



June 7, 1996

Mayor  
Donald M. Stange

Members of Council  
Michael J. DeWit, President  
Sarah J. Peper  
John E. Church  
James Hershberger  
Terri A. Williams  
Travis B. Sheaffer  
Dennis Figor

City Manager  
Marc S. Gerken, P.E.

Finance Director  
Gregory J. Heath

Law Director  
David M. Grahn

City Engineer  
Adam C. Hoff, P.E.

Mr. Douglas J. Klang  
Regional Manager  
Family Video  
40417 Firesteel Drive  
Sterling Heights, Michigan 48313

Re: Family Video Store  
125 West Clinton Street  
Napoleon, Ohio 43545

Dear Mr. Klang:

Enclosed please find one copy of the draft lease agreement prepared by the City Law Director, Mr. David Grahn. Per our recent conversations, the City requires that a statement from your parent company authorizing you to sign on their behalf be on file prior to the signing of the final agreement.

It is my recommendation that the eleven parking spaces designated for public use be the spaces along West Clinton Street at the northerly edge of your property. It is also my recommendation that the posted signs read as follows:

***"90 Minute  
Public Parking  
8 AM to 6 PM  
Mon. - Fri."***

We request that you please review the enclosed document, provide us with the requested information and let us know of any changes you may require.

Mr. Douglas J. Klang  
Page Two  
June 7, 1996

I would suggest that a meeting be arranged for the week of June 24th to finalize the agreement.

If you have any questions, please call me.

Yours truly,



Adam C. Hoff, P.E.  
City Engineer

ACH:rd

Enclosure

cc: Mr. Marc S. Gerken, P.E.; City Manager

Mr. David Grahn, City Law Director

Mr. Brent Damman, Bldg./Zoning Administrator

C:\AMIPRO\CITYENGR\LETTERS\KLANGAGR.SAM

# City of NAPOLEON, OHIO

255 WEST RIVERVIEW AVENUE, P.O. BOX 151  
NAPOLEON, OHIO 43545-0151  
(419) 592-4010  
FAX (419) 599-8393



June 24, 1996

**Mayor**  
**Donald M. Stange**

**Members of Council**  
**Michael J. DeWit, President**  
**Sarah J. Peper**  
**John E. Church**  
**James Hershberger**  
**Terri A. Williams**  
**Travis B. Sheaffer**  
**Dennis Filgor**

**City Manager**  
**Marc S. Gerken, P.E.**

**Finance Director**  
**Gregory J. Heath**

**Law Director**  
**David M. Grahn**

**City Engineer**  
**Adam C. Hoff, P.E.**

**Mr. Douglas J. Klang**  
**Regional Manager**  
**Family Video**  
**40417 Firesteel Drive**  
**Sterling Heights, Michigan 48313**

**Re: Family Video Store**  
**125 West Clinton Street**  
**Napoleon, Ohio**

Dear Mr. Klang:

Per our recent telephone conversations, the City of Napoleon will require the development of a written lease agreement for the use of the eleven parking spaces as defined in my correspondence of June 7, 1996. Based on our latest conversation, I have recommended that a severability clause be added to the agreement. The verbiage of this clause will allow for a term of three years with an automatic annual renewal following the original three year period, unless the Owner elects not to proceed. We will also allow for a periodic review of the situation, at the Owner's discretion. This will hopefully address any problems as they occur.

As I stated previously, the original agreement forwarded to you was merely a draft for review establishing a starting point. Because we are utilizing public monies, the City cannot make an agreement such as this without having it in legal form. We apologize for any misunderstandings which may have taken place and are willing to work with you on the agreement.

Mr. Douglas J. Klang  
Page Two  
June 24, 1996

I would like to arrange for a meeting the week of June 24th to finalize the agreement. Please call me at (419) 592-4010 to set up a time and place.

Yours truly,



Adam C. Hoff, P.E.  
City Engineer

ACH:rd

cc: Mr. Marc S. Gerken, P.E.; City Manager

Mr. David Grahn, Law Director

C:\AMIPRO\CITYENGR\LETTERS\KLANG\MTG.SAM\June 24, 1996 10:04 AM