



City of NAPOLEON, OHIO

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

Q19 M. Perry

December 11, 1997

Mayor
Donald M. Stange

Members of Council
Michael J. DeWit, President
Dennis Fligor
James Hershberger
Glenn A. Miller
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. M.E. Ricker
Ricker, Inc.
12900 Co. Rd. E
Wauseon, Ohio 43567

Re: Rick's Sports Bar

Dear Mr. Ricker:

As you are aware, Council approved the installation of a handicap access ramp to facilitate your above referenced building improvements.

We have included a "draft" copy of the License Agreement for your review.

Before we can complete the Agreement, we will need detailed construction drawings approved by our City Engineer.

Additionally, we will need a copy of your Certificate of Insurance at the time of signing the Agreement.

Please let us know if you have any questions.

Respectfully,

Marc S. Gerken

Marc S. Gerken, P.E.
City Manager

MSG:rd

Enclosure

cc: Mr. Adam C. Hoff, P.E.; City Engineer

cc: lotsuite-wordpro docs mtymgr lettersrickbar.lwp 11/97 4:34PM

1 Year Retention Period - CM-5

////////////////////////////////////
LICENSE AGREEMENT
////////////////////////////////////

WHEREAS, the Napoleon City Council, pursuant to City Code 133.03 authorizes the City Manager to enter into certain license agreements pertaining to City property and right-of-ways; and, the City Manager has given approval to a proposal subject to certain conditions to be contained in a License Agreement;

NOW, THEREFORE, this License Agreement (hereinafter called "this Agreement") is made by and between the City of Napoleon, Ohio 255 W. Riverview, Napoleon, Ohio 43545 (hereinafter called "the City") and Rick's SPORTS BAR AND EATERY, Napoleon, Ohio 43545 (hereinafter called Licensee) for the following described real property:

Alley way in the City of Napoleon, Ohio and being more particularly described as follows:

containing ____ acres of land, more or less, and subject to all easements and rights-of-way of record, for the consideration and upon the terms and conditions set forth herein, all of which are hereby agreed to by the parties.

- 1.) Subject to the full and prompt payment by the Licensee of all monetary consideration set forth in this Agreement and subject to the performance and observance by the Licensee of all terms and conditions set forth in this Agreement, the City hereby grants to the Licensee the license to utilize the above described real property.
- 2.) This license is for the utilization of said real property for the construction of an entrance ramp to meet ADA requirements and the use thereof hereinafter referred to as "the structure".
- 3.) The Licensee shall be responsible for improvement costs as well as related maintenance costs associated with the structure; however, said premises or right-of-way shall remain the property of the City with unrestricted use by the City.
- 4.) The Licensee shall submit to the City a City Engineer's approved drawing illustrating placement of the structure.
- 5.) This Agreement does not allow the Licensee to construct, plant, park, or store any other improvements and/or property on said premises or right-of-way, with exception to the above mentioned structure.
- 6.) This Agreement shall be for an initial period of three (3) years, and thereafter renewed automatically on an annual basis, subject to the right of the City to terminate this Agreement, without the City suffering penalty or recourse, upon the City's necessity of use of the premises that is occupied by the structure. City shall give Licensee sixty (60) days notice of its intent to terminate this license. The City shall be the sole determining authority as to what constitutes necessity.

- 7.) This Agreement shall be subject to the City interfering with the use of the area for installation and/or repair of utilities, whether planned or in case of emergency. Any damage to the structure thereof as a result of the City's necessity to work shall be at the sole expense of Licensee.
- 8.) Hence this Agreement, the parties acknowledge the structure is within the City's right-of-way or upon the City's real property.
- 9.) Licensee shall pay City the sum of one dollar (\$1.00) as and for the consideration of this license, the receipt of which is hereby acknowledged.
- 10.) The Licensee at all times shall comply with the zoning legislation and regulations of the City except as varied by this Agreement or any legislation pursuant to this Agreement and application for zoning variance.
- 11.) This Agreement shall not be assignable by Licensee to anyone.
- 12.) In the event Licensee violates any term or condition of this Agreement or abandons the license or the premises covered by this Agreement, the City, by action of the City Manager or any other authorized representative of the City, may terminate this license without notice, without any further action whatsoever and without the City suffering penalty or recourse. In that event, Licensee shall immediately forfeit all rights and privileges associated with this license (including the right of possession) and shall vacate the premises covered by this Agreement; and all improvements thereon shall be the sole and absolute property of the City without any obligation to compensate Licensee therefor. Licensee shall pay the cost of any cleanup.
- 13.) At all times during the existence of this Agreement, Licensee shall maintain in full force and effect residential or commercial liability insurance with insurance carriers and in amounts satisfactory to the City insuring Licensee and the City, its officers, officials, agents, and employees as their interest may appear from all demands, claims, expenses, losses, damages, and liabilities that may occur or may be claimed by or with respect to the injury, death, damage or destruction of any person or property occurring on or about the premises covered by this Agreement resulting from Licensee or the Licensee's agents, employees, contractors, invitees or guests. The Licensee shall pay all premiums for such insurance coverage as they become due. The City shall have the right to hold a memorandum copy of such insurance policy and the Licensee shall deliver to the City a memorandum copy thereof and receipts verifying that all premiums therefore have been paid. In addition, the Licensee shall indemnify and hold harmless the City its officers, officials, agents, and employees from all demands, claims, expenses, losses and liabilities that may occur or may be claimed by or with respect to the injury, death, damage or destruction of any person or property occurring on or about the premises resulting from the use, misuse, possession, occupancy or non-occupancy of the premises by the Licensee or the Licensee's agents, employees, contractors, invitees or guests.

- 14.) The Licensee shall not create, permit, or suffer any lien or encumbrance against or upon the premises within the City right-of-way or anywhere on the City's premises during the existence of this license.
- 15.) The City's waiver of any default by Licensee shall not constitute a continuing waiver or a waiver of any subsequent default, whether of the same or any other term or condition of this Agreement. Any delay or failure by the City to exercise any right, power or remedy provided in this Agreement or bylaw or in equity shall not constitute a waiver of any such right, power or remedy or acquiescence in any default by the Licensee.
- 16.) The intent of the parties in this Agreement is to grant a three (3) year renewable license to Licensee, not a leasehold interest, easement, or any other right, title or interest in land; furthermore, this Agreement shall terminate upon sale or transfer of the business or property of the business or the property being used which is the alley of the City.
- 17.) This Agreement contains the entire agreement between the parties. There are no promises, terms, conditions or obligations other than those set forth in this Agreement. This Agreement shall supersede all previous commitments, representations, understandings and agreements, whether verbal or written, regarding the subject mater of this Agreement.
- 18.) That the City's right to use or entry is superior to that of the Licensee; further, any prior easements related to said premises is superior to that of the Licensee.
- 19.) The City shall cause this Agreement to be filed with the recorder of Henry County, Ohio at the Licensee's expense.

IN WITNESS WHEREOF, the City has caused two (2) originals of this Agreement to be executed on this _____ day of _____, 199 __, and the Licensee has executed two (2) originals of this Agreement on this _____ day of _____, 199 ____.

Signed and acknowledged in the presence of:
CITY OF NAPOLEON, OHIO

by: _____
 Marc S. Gerken, City Manager Witness

 Witness

_____, Owner _____
 Witness

Witness

State of Ohio
County of Henry) SS.

Before me, a Notary Public in and for the State of Ohio, personally appeared the City of Napoleon by Marc S. Gerken, City Manager, who acknowledged that he signed this Agreement and that the same is his free act and deed as such officer and the free act and deed of the City of Napoleon, Ohio.

IN TESTIMONY WHEREOF, I have signed my name and affixed my official seal at _____ Ohio, this _____ day of _____, 199__.

(SEAL)

Notary Public

State of Ohio
County of Henry) SS.

Before me a Notary Public in and for the State of Ohio, personally appeared _____ of Rick's Sport's Bar who acknowledged that he signed this Agreement and that the same is his free act and deed and the free act and deed of the company.

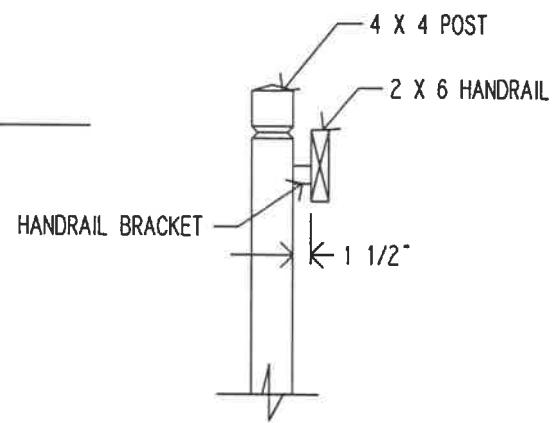
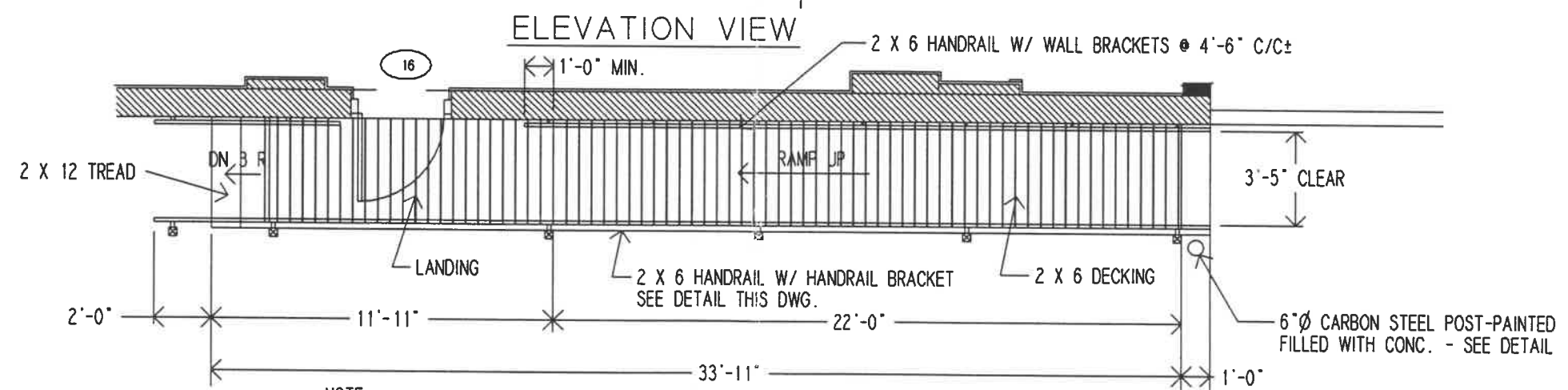
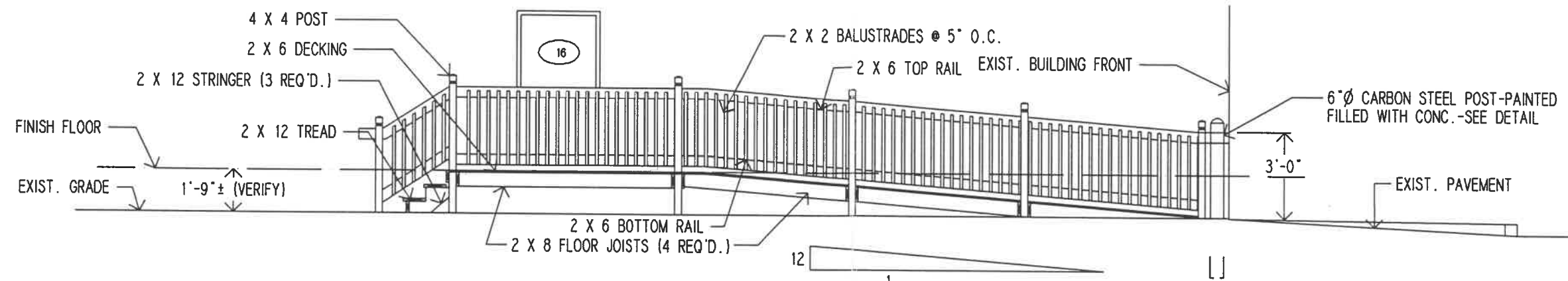
IN TESTIMONY WHEREOF, I have signed my name and affixed my official seal at _____ Ohio, this _____ day of _____, 199__.

(SEAL)

Notary Public

***This Instrument Prepared And Approved
As To Form And Correctness By:***

David M. Grahn, City Law Director
255 West Riverview Avenue
Napoleon, Ohio 43545



BRACKET DETAIL
 SCALE: 1"=1'-0"

NOTE:
 ALL RAMP MATERIALS SHALL BE WOLMANIZED TREATED WOOD PRODUCTS.

PLAN VIEW

Handicap Ramp Detail
 SCALE: 3/16"=1'-0"

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

5/21/98

PRODUCER

COX SPECIALTY MARKETS for
FAHRINGER INSURANCE
PO BOX 125
DELTA OH 43515

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY LETTER **A**
NORTH POINTE INSURANCE

COMPANY LETTER **B**

COMPANY LETTER **C**

COMPANY LETTER **D**

COMPANY LETTER **E**

INSURED

MELVIN & CATHY RICKER
12900 CR E
WAUSEON OH 43567

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY	NPV24421	4/17/98	7/17/98	GENERAL AGGREGATE \$ 300,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS-COMP/OP AGG. \$ excluded
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR.				PERSONAL & ADV. INJURY \$ excluded
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE \$ 300,000
					FIRE DAMAGE (Any one fire) \$ excluded
					MED. EXPENSE (Any one person) \$ excluded
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE \$
	<input type="checkbox"/> HIRED AUTOS				
	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE \$
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY LIMITS
					EACH ACCIDENT \$
	OTHER				DISEASE-POLICY LIMIT \$
					DISEASE-EACH EMPLOYEE \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS


CERTIFICATE HOLDER

CITY of NAPOLEON ATTN: MARK GERKEN
255 WEST RIVER VIEW AVE.
PO BOX 151
NAPOLEON OH 43545

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



THIS ENDORSEMENT CHANGES THE POLICY, PLEASE READ IT CAREFULLY

POLICY CHANGES

POLICY CHANGE
NO: 3

POLICY NUMBER NPV24421	POLICY CHANGES EFFECTIVE 10/17/98	COMPANY NORTH POINTE INS CO
NAMED INSURED MELVIN & CATHY RICKER 12900 CR E WAUSEON, OH 43567	AUTHORIZED REPRESENTATIVE COX SPECIALTY MARKETS #01200 for: 605 FAHRINGER INSURANCE DELTA, OHIO	

COVERAGE PARTS AFFECTED

ENTIRE

IN CONSIDERATION OF AN ADDITIONAL PREMIUM OF \$569.00 , THE POLICY TERM OF THIS POLICY IS EXTENDED FOR THE PERIOD AS SHOWN BELOW.

POLICY TERM IS EXTENDED FROM:	10/17/98
TO NEW EXPIRATION DATE OF:	01/17/99

ALL OTHER TERMS AND CONDITIONS OF THIS POLICY REMAIN UNCHANGED.

PROCESSED: 10/23/98


 AUTHORIZED REPRESENTATIVE

IL1201 11 85

CITY OF NAPOLEON
DESIGN REVIEW BOARD

CERTIFICATE OF APPROPRIATENESS

APPLICANT NAME: MEL RICKER (RICKER INC.)

LOCATION: 615, 617 + 619 N. Perry St.

OWNERSHIP: Private Public Both

STATUS: Occupied Unoccupied Renovation in Process

PRESENT USE: Commercial Educational Religious
 Entertainment Government Industry
 Other (Specify) _____

DESCRIBE THE PRESENT AND ORIGINAL PHYSICAL APPEARANCE: _____

*approx. 3/4 of the above buildings have been altered
from their original structure. The upper portions
(that above the shake overhang) will remain the same.*

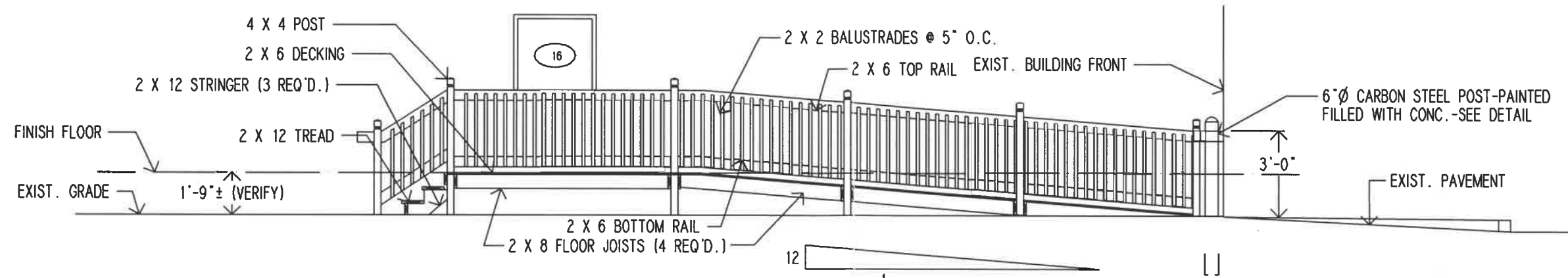
NOTE: Picture enclosed

DESCRIBE THE NATURE AND SCOPE OF THE PROPOSED RENOVATION: (Please define architectural modifications, materials to be utilized, types of exterior components to be utilized such as windows, doors, cornice, parapet, awnings, signage, colors, etc.)

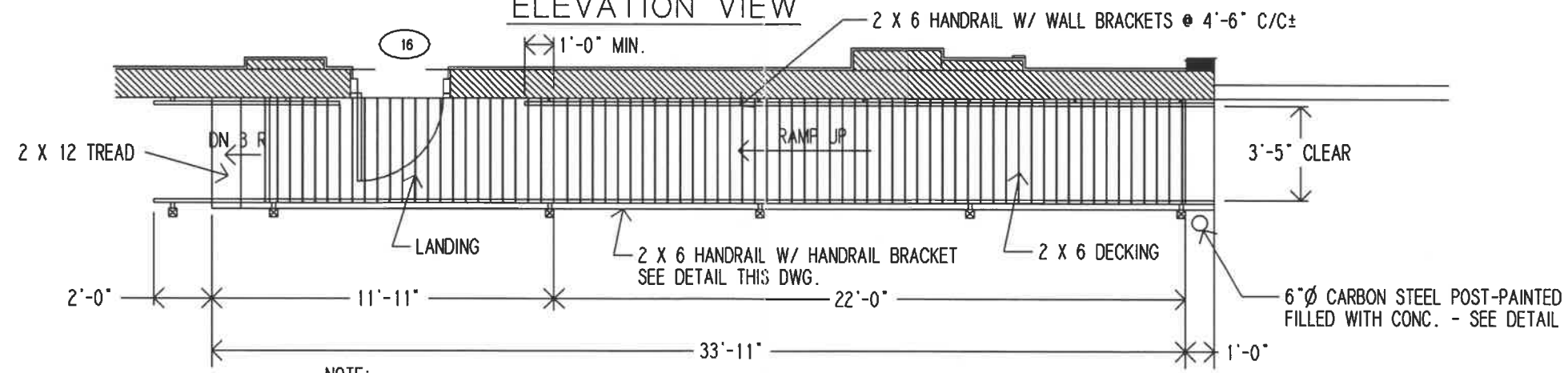
upper color *shake awning*
to be a medium
to dark brown

lower color

— see architectural drawings —



ELEVATION VIEW

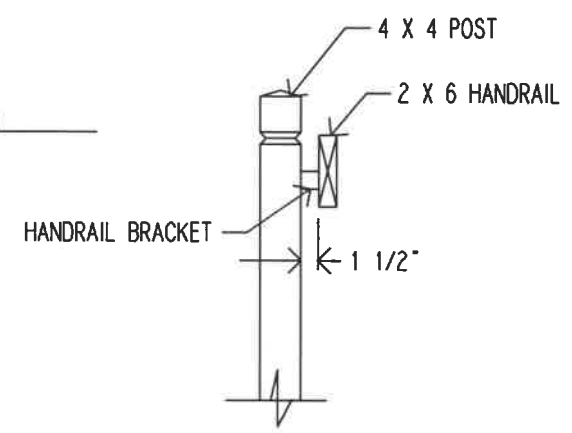


NOTE:
 ALL RAMP MATERIALS SHALL BE WOLMANIZED TREATED WOOD PRODUCTS.

PLAN VIEW

Handicap Ramp Detail

SCALE: 3/16"=1'-0"



BRACKET DETAIL
 SCALE: 1"=1'-0"