



**CITY OF SANDUSKY COMMISSIONERS**  
**REGULAR SESSION AGENDA**  
**January 9, 2012 at 5 p.m.**  
**City Hall, 222 Meigs Street**

**INVOCATION**

**PLEDGE OF ALLEGIANCE**

**CALL TO ORDER**

**ROLL CALL**

J. Farrar, P. Brown, J. Hamilton, D. Cole, W. Poole, K. Grohe & J. Smith

**APPROVAL OF MINUTES**

December 27, 2011, January 1, 2012 and January 3, 2012

**AUDIENCE PARTICIPATION**

Agenda items listed below only (3 minute limit)

**COMMUNICATIONS**

Motion to accept all communications submitted below

**CURRENT BUSINESS**

**ITEM #1 – Submitted by Amanda Meyers, Paralegal**

**Budgetary Information:** The cost associated with this purchase agreement is the total amount of the title examination, survey, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The city will recoup the cost of the expenses from the non-refundable earnest money deposit of five hundred thirty four dollars and fifty cents (\$534.50) required to be paid by the purchasers. The taxing districts will begin collecting approximately thirty seven dollars and fourteen cents (\$37.14) per year in real estate taxes. It would cost the city an average of three hundred and fifty two dollars (\$352.00) a month for a total of four thousand two hundred and twenty eight dollars (\$4,228.00) a year to mow this parcel during the growing season. The sale of this property will enhance surrounding property values and the taxing districts will begin collecting real property taxes.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed declaring that certain real property owned by the city as part of the land reutilization program, 0.2454 acres of parcel #32-63001.000 located at Oakland Cemetery in Perkins Township, Sandusky, is no longer needed for any municipal purpose and authorizing the execution of a purchase agreement with respect to that real property; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #2 - Submitted by Thomas Schwan, Sandusky Transit Administrator**

**Budgetary Information:** The total cost for the purchase and installation of twelve (12) radios and one (1) repeater system is \$19,225.59 and will be paid with funds awarded from the U.S. Department of Transportation through the FTA under the ARRA grant. There will be a one-time licensing fee of \$475.00 and a monthly repeater fee of \$142.50 and these costs will be paid with funds from the Sandusky Transit Systems' operating budget. There will be no impact on the city's general fund.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and directing the city manager to purchase twelve (12) Vertex mobile radios and one (1) Kenwood repeater system from VASU Communications, Inc. of Avon, Ohio, through the State of Ohio Department of Administrative Services cooperative purchasing program for the Sandusky Transit System; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**ITEM #3 – Submitted by Carrie Handy, Chief Planner**

**Budgetary Information:** This action will not impact the city operating budget. The loan funds are restricted in use and this loan is within the guidelines of the program. The company must certify hiring a minimum of three (3) new full-time equivalent employees within the first year after receiving this loan. The new hires will result in additional income taxes for the city.

**ORDINANCE NO. \_\_\_\_\_:** It is requested an ordinance be passed authorizing and approving an economic development loan in the amount of \$25,000 to the Krunchie Pickle, LLC; and declaring that this ordinance shall take immediate effect in accordance with Section 14 of the city charter.

**CITY MANAGER'S REPORT**

**OLD BUSINESS**

**NEW BUSINESS**

**AUDIENCE PARTICIPATION** Open discussion on any item (5 minute limit)

**EXECUTIVE SESSION(S)**

**ADJOURNMENT**

**Buckeye CableSystem broadcast on Cable Channel 81:**

**Replays: Monday, January 9 at 8:30 p.m.**

**Tuesday, January 10 at 5 p.m.**

**Monday, January 16 at 7 p.m.**

TO: Nicole C. Ard, City Manager  
Donald C. Icsman, Law Director

FROM: Amanda Meyers, Paralegal

DATE: December 28, 2011

RE: City Commission Agenda Item

**ITEM FOR CONSIDERATION:** The purpose of this communication is to request approval of legislation allowing the City Manager to execute a 'Purchase Agreement' and sale of non-productive land that the City has acquired through the City of Sandusky's Land Reutilization Program, that is no longer needed for any municipal purpose and is identified as 0.2454 acres of Parcel No. 32-63001.000 located at Oakland Cemetery in Perkins Township, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A", attached hereto and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property owned by the Purchaser located at 510 Parkland Drive, Erie County Parcel Number 32-01027.000.

**BACKGROUND INFORMATION:** Pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. This parcel of vacant land located in Perkins Township across Pipe Creek to the north of Oakland Cemetery has been requested by the adjoining property owner, Diane Eckert, for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by the City Commission on July 11, 2011 and became effective on August 11, 2011.

The City Commission approved the acquisition of this property into the Land Reutilization Program on December 27, 2011, by the adoption of Resolution No. 051-11R.

This parcel is basically land-locked because the City does not have any easements for access through the properties located on the north side of Pipe Creek and it is not accessible from the south because it is not practical to cross Pipe Creek with the equipment necessary for mowing and maintenance. The adjoining property owner has mowed and maintained this parcel for over 20 years saving the City the burden and cost of maintenance.

Selling this nonproductive parcel to the adjoining property owner at the appraised value will help protect the neighborhood property values and insurance ratings. By participating in the Mow to Own Program, the property owner is given an incentive to earn ownership, thereby lightening the City's mowing burden and is rewarded for the years of maintenance for which the City did not have the burden of mowing the lot at the tax payer's cost. The taxing districts will benefit because it puts this exempt nonproductive parcel into tax producing status.

**BUDGET IMPACT:** The cost associated with this purchase agreement is the total amount of the title examination, survey, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction. The City will recoup the cost of the expenses from the nonrefundable earnest money deposit of five hundred thirty four dollars and fifty cents

(\$534.50) required to be paid by the Purchasers. The taxing districts will begin collecting approximately thirty seven dollars and fourteen cents (\$37.14) per year in real estate taxes. It would cost the City an average of three hundred and fifty two dollars (\$352.00) a month for a total of four thousand two hundred and twenty eight dollars (\$4,228.00) a year to mow this parcel during the growing season. The sale of this property will enhance surrounding property values and the taxing districts will begin collecting real property taxes.

**ACTION REQUESTED:** It is requested legislation be adopted allowing the City Manager to enter into a purchase agreement with Diane Eckert to sell the property no longer needed for any municipal purpose identified as 0.2454 acres of Parcel No. 32-63001.000 located at Oakland Cemetery in Perkins Township, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A", attached hereto. It is further requested that the legislation be passed under suspension of the rules and in full accordance with Section 14 of the City Charter in order to promptly execute the closing.

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Amanda J. Meyers, Paralegal

I concur with this recommendation:

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Donald C. Icsman, Law Director

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Nicole C. Ard, City Manager

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE DECLARING THAT CERTAIN REAL PROPERTY OWNED BY THE CITY AS PART OF THE LAND REUTILIZATION PROGRAM, 0.2454 ACRES OF PARCEL NO. 32-63001.000 LOCATED AT OAKLAND CEMETERY IN PERKINS TOWNSHIP, SANDUSKY, IS NO LONGER NEEDED FOR ANY MUNICIPAL PURPOSE AND AUTHORIZING THE EXECUTION OF A PURCHASE AGREEMENT WITH RESPECT TO THAT REAL PROPERTY; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, pursuant to Ordinance No. 07-026 passed June 11, 2007, the City is conducting a Land Reutilization Program in accordance with the provisions of Chapter 5722 of the Ohio Revised Code; and

WHEREAS, this City Commission previously authorized the acquisition of the property, 0.2454 acres of Parcel No. 32-63001.000 located at Oakland Cemetery in Perkins Township, Sandusky, by Resolution No. 051-11R, passed on December 27, 2011, under said Land Reutilization Program which property is more specifically described in Exhibit "A", which is no longer needed for any municipal purposes; and

WHEREAS, a request was made by the adjoining property owner to acquire this property for yard expansion pursuant to the City's "Mow to Own" Side Lot Disposition Program that was approved by this City Commission by Resolution No. 024-11R, passed on July 11, 2011, and effective on August 11, 2011; and

WHEREAS, adjoining property owner, Diane L. Eckert, desires to purchase 0.2454 acres of Parcel No. 32-63001.000, which is more specifically described in Exhibit "A" (the "Property") attached to a certain Purchase Agreement, a copy of which is marked Exhibit "1" with respect thereto (the "Purchase Agreement"); and

WHEREAS, the total cost associated with this purchase and sale agreement is the cost of the title examination, survey, deed preparation, escrow fees and any other customary fees that may be due and payable in the ordinary course of the sale and purchase transaction and the City will recoup these expenses incurred from the nonrefundable earnest money deposit required to be paid by the Purchaser; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to promptly execute the closing; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. This City Commission finds, determines and declares that the Property, 0.2454 acres of Parcel No. 32-63001.000 located at Oakland Cemetery in Perkins Township, Sandusky, more specifically described in Exhibit "A", a copy of which is attached to this Ordinance and is specifically incorporated as if fully rewritten herein, is no longer needed for any municipal purpose and that the execution of the Purchase Agreement providing for the sale, pursuant to Section 25 of the Charter of this

City, to the Purchaser of the Property at the purchase price set forth in the Purchase Agreement, is in the economic interest of the City and in furtherance of the City's Land Reutilization Program referenced in those preambles in accordance with the provisions of Chapter 5722 of the Ohio Revised Code. The City Manager is hereby authorized and directed to execute the Purchase Agreement on behalf of the City, substantially in the same form as attached to this Ordinance, marked Exhibit "1", and specifically incorporated as if fully rewritten herein, together with any revisions or additions as are approved by the Law Director as not being substantially adverse to the City and consistent with carrying out the City's public purpose. Upon the exercise by the Purchaser to purchase the Property pursuant to the Purchase Agreement, the City Manager is also hereby authorized and directed on behalf of the City to execute a quit claim deed conveying the Property to the Purchaser, which quit claim deed shall be in a form satisfactory to the Law Director. The City Manager, Law Director, Finance Director, and other City officials, as appropriate, are each hereby authorized to execute and deliver such instruments, certificates and other documents and take such actions as are necessary and in the best interests of the City in order to carry out and consummate the foregoing actions authorized by this Ordinance.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of

Sandusky, Ohio.

\_\_\_\_\_  
JOHN F. HAMILTON  
PRESIDENT OF THE CITY COMMISSION

ATTEST:

\_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 9, 2012

## PURCHASE AND SALE AGREEMENT

This Agreement is made and entered into this \_\_\_ day of \_\_\_\_\_ 2012, by and between the City of Sandusky, Erie County, Ohio, a Municipal Corporation, 222 Meigs Street, Sandusky, Ohio 44870, hereinafter referred to as the "Seller" and Diane L. Eckert, 510 Parkland Drive, Sandusky, Ohio 44870, hereinafter referred to as the "Purchaser".

### **WITNESSETH:**

In consideration of the premises and the mutual promises and covenants hereinafter contained, the parties do hereby agree as follows:

1. The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller, an unimproved parcel of real property identified as part of Oakland Cemetery in Perkins Township, Sandusky, Ohio, and more fully described in the survey and legal description marked Exhibit "A", attached hereto and hereinafter referred to as the "Property." The Property is adjacent to and contiguous with real property owned by the Purchaser located at 510 Parkland Drive, Erie County Parcel Number 32-01027.000.

2. The total purchase price for the Property is two thousand and eight hundred dollars (\$2,800.00), which is not less than the fair market value. Purchaser shall pay a non-refundable earnest money deposit of four hundred and seventy five dollars (\$475.00) in cash, certified check or cashier's check made payable to Seller. The remaining balance of two thousand three hundred and twenty five dollars (\$2,325.00) shall be paid by in-kind service of the Purchaser by mowing and maintaining the Property in a nuisance free condition for a minimum of two (2) years according to the terms of the City of Sandusky's "Mow to Own" Side Lot Disposition Program, a copy of which is attached hereto, marked as

Exhibit B and specifically incorporated herein. The Purchaser has maintained the Property for over two (2) years and will be given credit for two (2) years of previous maintenance.

3. This parcel shall be combined with the Purchaser's adjoining building lot in order to form one parcel of real property.

4. At closing, Seller shall execute and deliver to Purchaser a quit claim deed conveying marketable record title to the Property to Purchaser free and clear of all liens, delinquent real estate taxes and special assessments. Purchaser shall pay all of the taxes and assessments due and payable after the date of closing.

5. Seller shall not furnish a title insurance policy.

6. The closing date of this transaction shall be no later than February 28, 2012, or at such other time as may be mutually agreed upon, in writing, by the parties.

7. The Seller and the Purchaser represent that no real estate broker or agent was involved in this transaction and that no brokerage fees, commissions, or other compensation is due any real estate broker or agent because of this transaction.

8. On the closing date, the Purchaser shall file for record the deed, and other instruments, if any, required to be recorded pursuant to this Agreement.

9. Purchaser shall be entitled to possession of the Property upon the closing of this transaction.

10. The Purchaser has examined the Property, has had the opportunity to fully inspect and ask questions about conditions of the same, and acknowledges that they are accepting the Property "AS IS" subject to no warranties as of the date of the execution of this Purchase

Agreement and that there have been no representations by the Seller as to the condition of the Property.

11. In the event that the Purchaser breaches this Agreement by not closing this transaction on or before February 28, 2012, Seller may sell the Property to another adjoining property owner or may retain the Property for devotion to public use.

12. This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, and no agreements or understandings nor any representations concerning the same shall be binding upon the parties unless specifically set forth herein.

13. This Agreement shall be binding upon and inure to the benefit of Seller and Purchaser and their respective heirs, legal representatives, and assigns.

14. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instruments.

**SIGNATURE PAGES TO FOLLOW**

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

PURCHASER:

\_\_\_\_\_  
Diane L. Eckert

State of Ohio        )  
                          )        ss:  
County of Erie      )

Before me a Notary Public for the State of Ohio, appeared the above named Diane Eckert, who acknowledged her execution of the foregoing instrument and that the same is her voluntary act and deed.

IN TESTIMONY WHEREOF, I have hereto subscribed my name and affixed my seal this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
NOTARY PUBLIC



## Legal Description of a 0.2454-Acre Parcel

Situated in Oakland Park Cemetery, Section 2, Perkins Township, Sandusky, Ohio and further being described as:

- 1) BEGINNING at a found ½" iron pin marking the southwesterly corner of Oakland Park Subdivision, the southwesterly corner of Lot 60 of the Oakland Park Subdivision, and the southwesterly corner of a parcel of land, now or formerly owned by Diane L. Eckert as described in RN 200304214 of the Erie County Recorder's office;
- 2) Thence, N 90° 00' 00" E, 60.54 feet, along the southerly line of Lot 60 and Eckert's southerly line, to a found ½" iron pin marking the southeasterly corner of Lot 60 and Eckert's southeasterly corner;
- 3) Thence, S 00° 00' 00" W, 185.00 feet, along the easterly line of Lot 60 and along Eckert's easterly line, to a found ½" Iron Pin marking the southeasterly corner of lot 60 and Eckert's southeasterly corner;
- 4) Thence, S 63° 56' 01" W, 52.81 feet, along the northerly line of Pipe Creek's rock retention wall, to set 5/8" Iron Pin;
- 5) Thence, N 3° 36' 00" W, 208.62 feet, to the POINT OF BEGINNING.

Containing in all 0.2454 Acres of land, 10,690.43 Sq. Ft., more or less, subject to all legal highways and easements.

Prior reference(s): RN 201002143  
Deed Volume 13, Page 319  
Plat Volume 13, Page 44

The bearings are based on an assumed meridian and are for the purpose of angular measurements.

This legal description is based upon an actual field survey performed for the City of Sandusky, by James Dale Barnes, P.S. 8411, of Barnes Surveying in October, 2011.

November 8<sup>th</sup>, 2011  
Job No. 11019  
JDB/jdb

*James Dale Barnes 11-29-11*

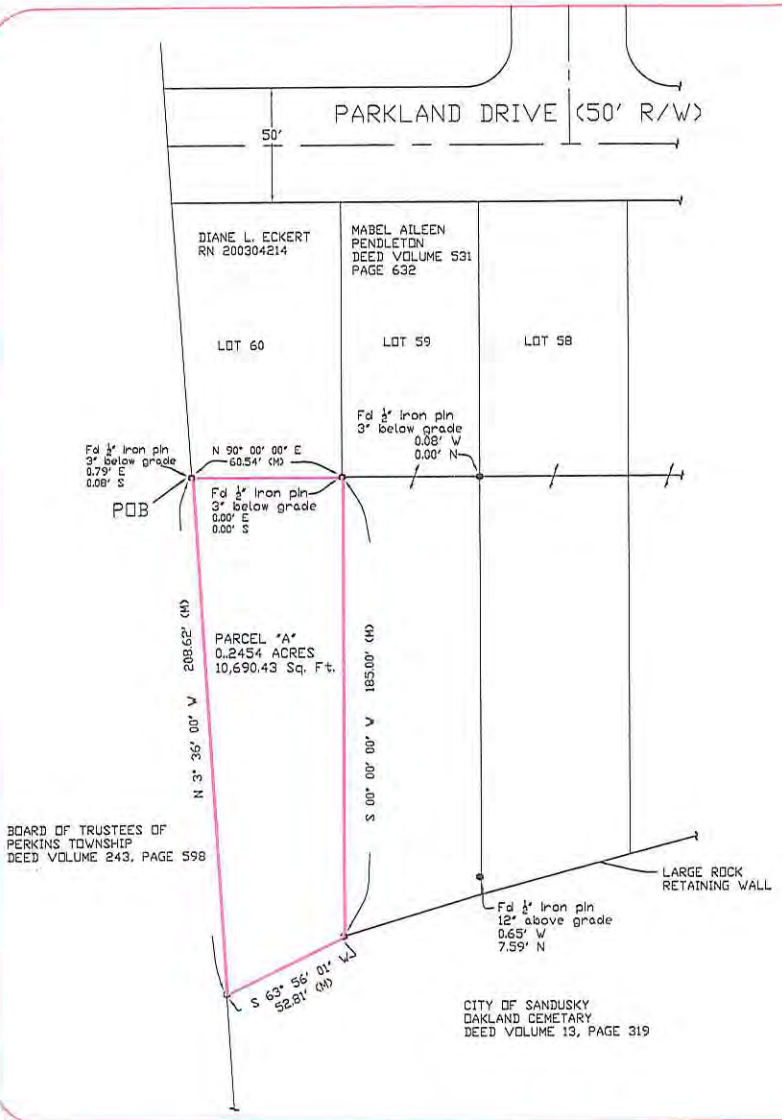


Sections 4733-37 thru 4733-37-07 of the Ohio Administrative Code only. No Field Verifications for Accuracy made.

*Paul Williams*

Erie County Engineer  
Date:

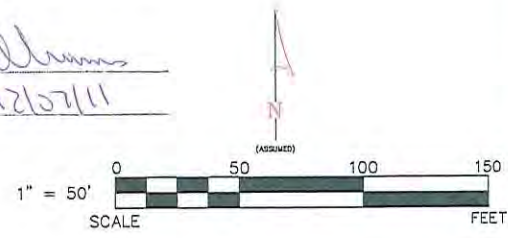
12/5/11



2 WORKING DAYS  
BEFORE YOU DIG  
CALL TOLL FREE  
800-362-2764  
OHIO UTILITIES PROTECTION SERVICE

Under the provisions of  
Sections 4720-37 thru 4720-37-07 of the Ohio  
Administrative Code and, No Field Verifications  
for Accuracy made.

*James Dale Barnes*  
Eric County Engineer  
12157111

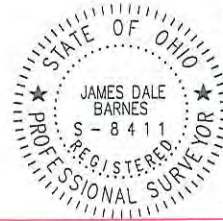


**REFERENCES**

DEED VOLUME AND PAGES AS LISTED  
RN NUMBERS AS LISTED  
PLAT VOLUME 13, PAGE 11

THIS SURVEY DOES NOT INCLUDE A TITLE SEARCH. ALL EASEMENTS  
OR OTHER ENCUMBRANCES ON OR OVER THE LAND ARE NOT SHOWN  
ON THIS SURVEY. PLEASE FURNISH ALL INFORMATION IF THESE ARE  
REQUIRED ON THIS PLAT. ALL FOUND SURVEY MONUMENTS WERE AT  
GRADE OR PAVEMENT SURFACE AND IN GOOD CONDITION, UNLESS  
OTHERWISE NOTED.

HEREBY DECLARE THAT I HAVE SURVEYED THE ABOVE DESCRIBED  
PROPERTY DURING OCTOBER 2011  
AS PER LEGAL DESCRIPTION FURNISHED TO ME. THIS SURVEY IS  
SUBJECT TO ALL LEGAL HIGHWAYS, EASEMENTS, RESTRICTIONS,  
LEASES OF RECORD AND OF RECORDS IN RESPECTIVE UTILITY  
OFFICES. THE BEARINGS REFERRED TO HEREON ARE BASED ON  
AN ASSUMED MERIDIAN AND ARE FOR THE PURPOSE OF ANGULAR  
MEASUREMENTS.



*James Dale Barnes* 11-29-11  
JAMES "DALE" BARNES, P.S. NO. 8411 DATE: 11/29/2011

**BARNES SURVEYING**  
10312 MASON ROAD CASTALIA, OHIO 44824-9218  
OFFICE: (419) 684-7742 CELL: (419) 871-1780 FAX: (419) 684-5480

SURVEY FOR:  
CITY OF SANDUSKY, OHIO  
BEING A PARCEL OF LAND SITUATED IN PART OF THE  
PLATT 500 ACRE TRACT, SECTION 2, T-4-N, R-13-W, CITY OF SANDUSKY, OHIO COUNTY, OHIO

DATE	BY	REVISION
11/29/2011	JDB	
1/1		

11025

**TO:** Nicole C. Ard, City Manager

**FROM:** Thomas Schwan, Sandusky Transit Administrator

**DATE:** December 28, 2011

**SUBJECT: Purchase & Installation of Radios and Repeater System for Sandusky Transit System**

**ITEM FOR CONSIDERATION:** It is requested that an Ordinance be approved authorizing the purchase and installation of twelve (12) Vertex Mobile Radios and one (1) Kenwood Repeater System from Vasu Communications Inc. of Avon, Ohio, through the State of Ohio Cooperative Purchasing Program, Schedule # 534000, in the amount of \$19,225.59, for the use in the Sandusky Transit System Dispatch Center and Buses.

**BACKGROUND INFORMATION:** In 2009 the City of Sandusky/Sandusky Transit System (STS) was awarded funds in the amount of \$848,579 under the American Recovery and Reinvestment Act (ARRA) project # OH-96-X021-00, by the U.S. Department of Transportation through the Federal Transit Administration (FTA) for vehicles, a fueling station, bus shelters and computer upgrades and communication equipment. The purpose of this project is to preserve and create jobs and promote economic recovery.

Through this grant, \$25,000.00 was specifically awarded for computer upgrades and communication equipment for efficiency of scheduling, promoting one-call and mobility management.

The Ohio Cooperative Purchasing Program was created in 1985 and is administered by the State Department of Administrative Services. It allows local political subdivisions to purchase items that have been competitively bid from the successful state vendor thereby giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding.

**BUDGETARY INFORMATION:** The total cost for the purchase and installation of twelve (12) radios and one (1) repeater system is \$19,225.59 and will be paid with funds awarded from the U.S. Department of Transportation through the FTA under the ARRA Grant. There will be a one-time licensing fee of \$475.00 and a monthly repeater fee of \$142.50 and these costs will be paid with funds from the Sandusky Transit Systems' Operating budget. There will be no impact on the City's General Fund.

**ACTION REQUESTED:** It is requested legislation be prepared to purchase twelve (12) Vertex Mobile Radios and one (1) Kenwood Repeater System from Vasu Communications, Inc. of Avon, Ohio, through the State of Ohio Cooperative Purchasing Program in the amount of \$19,225.59, for the Sandusky Transit System. It is further requested that this legislation be passed under the suspension of the rules in accordance with Section 14 of the City Charter in order for the equipment to be ordered and received at the earliest opportunity to allow for improved communication between the drivers and dispatchers.

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Thomas Schwan, Transit Administrator

I concur with this recommendation:

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Nicole C. Ard, City Manager

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Todd Roth, Director of PED



2432 Ridgeland Drive  
 Avon, OH 44011-0236  
 Phone: (440) 934-5268 Fax: (440) 934-4679  
 Email: sales@vasucom.com Web Site: www.vasucom.com

# Quotation

Quotation # 19217  
 Date: 12/28/11  
 Customer ID: 10485  
 Terms:

**Quotation Prepared For:** Thomas Schwan  
 Sandusky Transit System  
 1230 North Depot Street  
 Sandusky, OH 44870  
 Phone: 419-621-8462 Fax: 419-626-0482

**Quotation Valid Until:** 03/28/12  
**Prepared By:**

## VERTEX MOBILE RADIO'S

QTY.	MAKE	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
12	Vertex	VX-4500-G7-45-PKG-1	450-520 Mhz, Uhf Mobile, 45 Watt 8 Channel, Includes Mic <b>Original List Price \$ 460.00</b>	\$414.00	\$4,968.00
2	Vertex	VX-451-G7-5-PKG-1	470-512 Uhf Portable Includes Fnb-v113li Battery, Antenna And Rapid Charger (high Performance) <b>Original List Price \$ 350.00</b>	\$315.00	\$630.00
12	Vertex	RMK-4600 REMOTE	Rmk-4600 Remote Mount Kit	\$65.00	\$780.00
12	Vertex	CT-157 CABLE	Remote Cable For Rmk-4600 Series Rf Deck To Control Head	\$85.00	\$1,020.00
Equipment Total					\$7,398.00
Labor					\$0.00
Shipping					\$0.00
Discount					\$0.00
Sales Tax					\$0.00
Other					\$0.00
Total Cost					\$7,398.00
Less Trade In					\$0.00
Less Down Payment					\$0.00
Balance Due					\$7,398.00

NOTES



2432 Ridgeland Drive  
 Avon, OH 44011-0236  
 Phone: (440) 934-5268 Fax: (440) 934-4679  
 Email: sales@vasucom.com Web Site: www.vasucom.com

# Quotation

Quotation # 19218  
 Date: 12/28/11  
 Customer ID: 10485  
 Terms:

**Quotation Prepared For:** Thomas Schwan  
 Sandusky Transit System  
 1230 North Depot Street  
 Sandusky, OH 44870  
 Phone: 419-621-8462 Fax: 419-626-0482

**Quotation Valid Until:** 03/28/12  
**Prepared By:**

## INSTALLATION OF BUS RADIO'S

QTY.	MAKE	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
12	Vasu	PCARLABOR001	Install At Customers Location	\$160.00	\$1,920.00
2	Vasu	FIELD-SERV	Field Service	\$25.00	\$50.00
12	Xxxx	HDWE 4	Misc. Hardware And Connectors	\$10.00	\$120.00
12	A/s	ASPB574	Low Clearance Transit Antenna	\$118.00	\$1,416.00
180	Times	LMR-195	1/4" Low Loss 50 Ohm Cable	\$0.58	\$104.40
12	Rfi	RFU-505	PI259 Connector Crimp Rg58	\$3.00	\$36.00
12	Rfi	RFB-1106-2	Bnc Conn For Rg-58	\$3.08	\$36.96
12	Translec	SM480-20	Noise/spike Filter	\$46.76	\$561.12
Equipment Total					\$4,244.48
Labor					\$0.00
Shipping					\$0.00
Discount					\$0.00
Sales Tax					\$0.00
Other					\$0.00
Total Cost					\$4,244.48
Less Trade In					\$0.00
Less Down Payment					\$0.00
Balance Due					\$4,244.48

NOTES



2432 Ridgeland Drive  
 Avon, OH 44011-0236  
 Phone: (440) 934-5268 Fax: (440) 934-4679  
 Email: sales@vasucom.com Web Site: www.vasucom.com

## Quotation

Quotation # 19219  
 Date: 12/28/11  
 Customer ID: 10485  
 Terms:

**Quotation Prepared For:** Thomas Schwan  
 Sandusky Transit System  
 1230 North Depot Street  
 Sandusky, OH 44870  
 Phone: 419-621-8462 Fax: 419-626-0482

**Quotation Valid Until:** 03/28/12  
**Prepared By:**

### REPEATER SYSTEM

QTY.	MAKE	PART NUMBER	DESCRIPTION	UNIT PRICE	AMOUNT
1	Kenwood	NXR-810K2-SC	Fm & Digital 25w. Cont./40w. Int. Duty Repeater 2 Rack Unit .	\$1,612.50	\$1,612.50
1	Vasu	BATT1	Battery Back Up And Dc Power	\$450.00	\$450.00
1	Xxxx	CABINET-USED	Locking Cabinet Used	\$150.00	\$150.00
30	Times	LMR-600	Low Loss Cable 1/2"	\$2.35	\$70.50
4	Times	EZ-600-NMC	N Male Ez For Lmr-600	\$25.00	\$100.00
2	Vasu	JPN49913N	4' N Male To N Male Jumper	\$29.00	\$58.00
1	Astron	SRM-30M-2	Dual 25a Power Supply With Meters	\$496.66	\$496.66
1	Vasu	HDWE	Misc Hardware Connectors & Wire	\$45.00	\$45.00
1	Vasu	LABOR	Install Equipment Into Cabinet Tune And Test And Install Into Building .	\$1,140.00	\$1,140.00
1	Crescend	P10-5HA1-C5-001	100w Continuous Duty 5-10w Input 13v Power Amp Rack Mount Uhf 450-470mhz	\$1,721.45	\$1,721.45
1	Tx Rx	21-70-25-2D-T	T-pass 10" Cavity With Dual Isolator	\$1,739.00	\$1,739.00



2432 Ridgeland Drive  
Avon, OH 44011-0236  
Phone: (440) 934-5268 Fax: (440) 934-4679  
Email: sales@vasucom.com Web Site: www.vasucom.com

## Quotation

Quotation # 19219  
Date: 12/28/11  
Customer ID: 10485  
Terms:

**Quotation Prepared For:** Thomas Schwan  
Sandusky Transit System  
1230 North Depot Street  
Sandusky, OH 44870  
Phone: 419-621-8462 Fax: 419-626-0482

**Quotation Valid Until:** 03/28/12  
**Prepared By:**

### REPEATER SYSTEM

Equipment Total	\$7,583.11
Labor	\$0.00
Shipping	\$0.00
Discount	\$0.00
Sales Tax	\$0.00
Other	\$0.00
Total Cost	\$7,583.11
Less Trade In	\$0.00
Less Down Payment	\$0.00
Balance Due	\$7,583.11

NOTES

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND DIRECTING THE CITY MANAGER TO PURCHASE TWELVE (12) VERTEX MOBILE RADIOS AND ONE (1) KENWOOD REPEATER SYSTEM FROM VASU COMMUNICATIONS, INC. OF AVON, OHIO, THROUGH THE STATE OF OHIO DEPARTMENT OF ADMINISTRATIVE SERVICES COOPERATIVE PURCHASING PROGRAM FOR THE SANDUSKY TRANSIT SYSTEM; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, in 2009 the City of Sandusky was awarded \$848,579 in funding under the American Recovery and Reinvestment Act (ARRA) by the U.S. Department of Transportation through the Federal Transit Administration (FTA) for the Sandusky Transit System for transit capital improvements which included \$25,000.00 for computer upgrades and communication equipment; and

WHEREAS, the twelve (12) Vertex Mobile Radios and one (1) Kenwood Repeater System from Vasu Communications, Inc. of Avon, Ohio, are available through the State of Ohio Department of Administrative Services Cooperative Purchasing Program thereby, allowing local political subdivisions to purchase items that have been competitively bid from the successful state vendor giving the City the benefit of the State's negotiated price and eliminating the necessity of formal bidding; and

WHEREAS, the total cost for the purchase and installation of twelve (12) Vertex Mobile Radios and one (1) Kenwood Repeater System is \$19,225.59 and will be paid with funds awarded by the U.S. Department of Transportation through the Federal Transit Administration (FTA) under the American Recovery and Reinvestment Act (ARRA) and in addition there will be a one-time licensing fee of \$475.00 and a monthly repeater fee of \$142.50 which will be paid with funds from the Sandusky Transit Systems' Operating budget; and

WHEREAS, this legislation should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order for the equipment to be ordered and received at the earliest opportunity to allow for improved communication between the drivers and dispatchers; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments, including the Sandusky Transit System of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The City Manager is authorized and directed to purchase twelve (12) Vertex Mobile Radios and one (1) Kenwood Repeater System through the State of Ohio, Department of Administrative Services Cooperative Purchasing Program for the Sandusky Transit System from Vasu Communications, Inc. of Avon, Ohio, at an amount not to exceed Nineteen Thousand Two Hundred Twenty Five and 59/100 Dollars (\$19,225.59).

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

Section 3. This Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City Commission and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 4. That for reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter upon its passage, and its due authentication by the President, and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
JOHN F. HAMILTON  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 9, 2012

## MEMO

**TO:** Nicole C. Ard, City Manager  
**FROM:** Carrie Handy, Chief Planner  
**DATE:** December 28, 2011  
**RE:** **Commission Agenda Item  
Revolving Loan Fund Project – Krunchie Pickle, LLC**

### **ITEM FOR CONSIDERATION:**

The City's Revolving Loan Fund Committee met on November 21, 2011 and voted unanimously to recommend a loan to The Krunchie Pickle, LLC. The Committee recommends a 4-year, 5% loan for a maximum of \$25,000 with an initial interest only period not to exceed six months with that six months to be included in the 4-year loan. The loan proceeds will be used as partial payment for new capital equipment necessary to service a rapidly increasing customer load at the company's new facility at 1012 Cleveland Road. The City will have a first lien on the equipment being purchased as well as a first lien on all other assets of the business and the personal guarantees of Stephen and Jason Ahlers.

### **BACKGROUND INFORMATION:**

Established in December of 2009 by Steve Ahlers and his son Jason, the company recently moved from its original 650 square foot location in the shopping center at Strub Road and Columbus Avenue (3708 Columbus Avenue) to a recently vacated 3,500 square foot restaurant building at 1012 Cleveland Road. The new location was originally a Howard Johnson's Restaurant and has contained a number of different restaurants since. Most recently the building was occupied by Home Village Chinese Restaurant.

The Krunchie Pickle is being marketed as a healthier alternative to fast food in the area. All menu items including sandwiches, pizzas, soups, salads, etc. are prepared fresh on site and the company has already spent about \$80,000 on equipment and initial start up expenses.

Mr. Ahlers has been retired for a number of years and this is his first business venture and while he has no restaurant experience, the business is being managed by his son Jason who ran the kitchen and restaurant for the Greentree Inn for fifteen years.

Growth has been impressive at the new location with sales now averaging \$2,000 per day but such growth is overwhelming the owners' ability to service the increase in their clientele as well as the overwhelming the owner's ability to finance the growth. This has led to several revisions of the company's projections and an increased need for capital. Much of the equipment in the new location is inadequate to service the significant increase in business, as it is either designed for a much lighter volume of business or is dated and breaks down with some degree of regularity.

The Ahlers will spend a minimum of \$50,000 and as much as \$100,000 to expand and equip the Krunchie Pickle and will hire a minimum of three (3) new full-time equivalent employees within

the first year and as many as nine (9) new full-time equivalent employees by the end of year three.

**BUDGETARY INFORMATION:**

This action will not impact the City operating budget. The loan funds are restricted in use and this loan is within the guidelines of the program. The company must certify hiring a minimum of three (3) new full-time equivalent employees within the first year after receiving this loan. The new hires will result in additional income taxes for the City.

**ACTION REQUESTED:**

It is requested that the City Commission approve legislation authorizing a \$25,000 loan from the City's Revolving Loan Fund (RLF) to The Krunchie Pickle, LLC. It is further requested that this legislation be passed an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter to assist the business in a timely manner. Restaurant equipment is being ordered but there is a time lag from ordering to receiving equipment. The building is coming together quickly and will soon be ready for installation of the equipment. Such equipment invoices may not predate the approval of this loan and we do not wish to jeopardize the company's ability to purchase the needed equipment by delaying the approval of this loan.

\_\_\_\_\_  
Carrie R. Handy, Chief Planner

\_\_\_\_\_  
Todd Roth, Director  
Planning, Engineering & Development

I concur with this recommendation:

\_\_\_\_\_  
Nicole C. Ard, City Manager

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE AUTHORIZING AND APPROVING AN ECONOMIC DEVELOPMENT LOAN IN THE AMOUNT OF \$25,000.00 TO THE KRUNCHIE PICKLE, LLC; AND DECLARING THAT THIS ORDINANCE SHALL TAKE IMMEDIATE EFFECT IN ACCORDANCE WITH SECTION 14 OF THE CITY CHARTER.

WHEREAS, The Krunchie Pickle, LLC, of Sandusky, Ohio, submitted an application to the City of Sandusky's Revolving Loan Fund Committee for partial payment for new capital equipment necessary to service the rapidly increasing customers at the company's new facility located at 1012 Cleveland Road; and

WHEREAS, The Krunchie Pickle was established in December of 2009 by Steve Ahlers and his son Jason Ahlers at the corner of Strub Road and Columbus Avenue and has relocated to a recently vacated restaurant building located at 1012 Cleveland Road (originally a Howard Johnson's Restaurant and most recently occupied by Home Village Chinese Restaurant) and is being marketed as a healthier alternative to fast food as all menu items are prepared fresh on site; and

WHEREAS, the RLF Committee met on November 21, 2011, and unanimously voted to recommend a 4 year loan for a maximum of \$25,000.00 at 5% with an initial interest only period not to exceed six-months to The Krunchie Pickle, LLC, with the City having a first lien on the equipment being purchased as well as a first lien on all other assets of the business and the personal guarantees of Stephen and Jason Ahlers, as contained in the terms of the Promissory Note and Security Agreement, a copy of which is attached to this Ordinance and marked Exhibit "A" and specifically incorporated herein; and

WHEREAS, The Krunchie Pickle, LLC, will be spending a minimum of \$50,000.00 and as much as \$100,000.00 to expand and equip the business and must certify hiring a minimum of three (3) new full-time equivalent employees within the first year after receiving this loan and anticipate hiring as many as nine (9) new full-time equivalent employees by the end of year three which will result in additional income taxes for the City; and

WHEREAS, this loan will not impact the City's operating budget, the loan is restricted in use and is within the RLF guidelines and shall be monitored on an annual basis by the Department of Planning; and

WHEREAS, this Ordinance should be passed as an emergency measure under suspension of the rules in accordance with Section 14 of the City Charter in order to approve the loan to The Krunchie Pickle, LLC in a timely manner allowing approval of the loan before receiving any equipment invoices to avoid jeopardizing the company's ability to purchase the needed equipment; and

WHEREAS, in that it is deemed necessary in order to provide for the immediate preservation of the public peace, property, health, and safety of the City of Sandusky, Ohio, and its citizens, and to provide for the efficient daily operation of the Municipal Departments of the City of Sandusky, Ohio, the City Commission of the City of Sandusky, Ohio finds that an emergency exists regarding the aforesaid, and that it is advisable that this Ordinance be declared an emergency measure which will take immediate effect in accordance with Section 14 of the City Charter upon its adoption; and NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SANDUSKY, OHIO, THAT:

Section 1. The Finance Director is authorized and directed to deliver to The Krunchie Pickle, LLC, a draft in the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) from the Revolving Loan Fund of the City of Sandusky pursuant to and in accordance with the terms of the Promissory Note and Security Agreement, with The

Krunchie Pickle, LLC, of Sandusky, Ohio, a copy of which is attached to this Ordinance, marked Exhibit "A" and specifically incorporated as if fully rewritten herein.

Section 2. If any section, phrase, sentence, or portion of this Ordinance is for any reason held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions thereof;

Section 3. This City Commission finds and determines that all formal actions of this City Commission concerning and relating to the passage of this Ordinance were taken in an open meeting of this City Commission and that all deliberations of this City's Commission and any of its committees that resulted in those formal actions were in meetings open to the public, in compliance with all legal requirements;

Section 4. That for the reasons set forth in the preamble hereto, this Ordinance is hereby declared to be an emergency measure which shall take immediate effect in accordance with Section 14 of the City Charter after its adoption and due authentication by the President and the Clerk of the City Commission of the City of Sandusky, Ohio.

\_\_\_\_\_  
JOHN F. HAMILTON  
PRESIDENT OF THE CITY COMMISSION

ATTEST: \_\_\_\_\_  
KELLY L. KRESSER  
CLERK OF THE CITY COMMISSION

Passed: January 9, 2012

**PROMISSORY NOTE AND SECURITY AGREEMENT**  
**(COGNOVIT)**  
**CITY OF SANDUSKY, OHIO REVOLVING LOAN FUND**

**\$25,000.00**

**December \_\_\_\_\_, 2011**

**FOR VALUE RECEIVED**, The Krunchie Pickle Deli, LLC, an Ohio Limited Liability Company, with its business located at 1012 Cleveland Road, Sandusky, Ohio (hereinafter called "BORROWER") promises to pay to the order of the City of Sandusky, Ohio, a Commission-Manager form of government with its main offices at 222 Meigs Street, Sandusky, Ohio 44870 (hereinafter called "LENDER"), the principal sum of Twenty-Five Thousand Dollars (\$25,000) or such lesser sum as may be owed to LENDER pursuant to the terms of a certain ECONOMIC DEVELOPMENT AGREEMENT dated December \_\_\_\_\_, 2011 between BORROWER and LENDER, to which reference is made for additional terms of the loan evidenced by this Promissory Note, together with interest as hereinafter provided.

**SECTION I - DISBURSEMENT**

Proceeds of the loan shall be disbursed on a pro-rata basis with other funding, public and private and upon presentment of bills of sale for store fixtures and equipment purchased by BORROWER and documentation of other expenses related to this project.

Project Specific Disbursement Qualification: The Revolving Loan Fund Committee specifically recommended that proceeds of this loan be disbursed, where practical and not in violation of City of Sandusky Finance Department Procedures, directly to the vendors providing the equipment to BORROWER to help protect the LENDER'S purchase money security interest in the equipment being purchased.

**SECTION II - INTEREST**

**During Disbursal:** Interest shall accrue on the unpaid principal balance from the first disbursal date, estimated to be January 1, 2012 through approximately June 30, 2012 at the rate of Five Percent (5%) per annum calculated on a 365/365 day basis with monthly payments of interest only billed to BORROWER on or about the thirtieth of each month and payment due to LENDER by the fifteenth of the following month.

**During Amortization:** Interest shall accrue on the unpaid principal balance at the rate of Five Percent (5%) per annum calculated on a 360/360 day basis from July 1, 2012 for the remaining term of the loan.

**Default Rate:** If the BORROWER is declared in default as defined below interest shall accrue at the rate of **Twelve Percent (12%)** per annum calculated on the unpaid principal balance on a 365/365 day basis until, at the sole discretion of LENDER, BORROWER is declared in compliance with the terms and conditions of the terms of this Note and/or the Economic Development Agreement.

### **SECTION III - REPAYMENT**

**Repayment. Interest Only Payments:** Payments of interest only on the amount disbursed will be billed to BORROWER on or about the thirtieth of each month during the disbursal period with payment due LENDER by the fifteenth of the following month.

**Repayment. Amortization:** Commencing August 1, 2012 and continuing on the first day of each month thereafter through January 1, 2016, BORROWER shall pay LENDER Six Hundred Fifty Dollars and Eight Cents (\$650.08) in principal and interest per month, in accordance with an amortization schedule calculated to fully amortize the principal balance of the loan within forty-two (42) months. Payment adjustments will be made if all funds are not disbursed. All payments shall be made to the City of Sandusky, Ohio.

### **SECTION IV - LATE PAYMENT FEE**

A late payment fee of twenty-five Dollars (\$25.00) shall be due and payable for each and every installment of interest or principal and interest when such installments remain unpaid for a period of Ten (10) days after any such installment may have become due and payable.

### **SECTION V - PREPAYMENT**

Prepayment of any principal sum of this loan may occur in whole, or in part, at any time, or times, without penalty. All such prepayments shall be applied to the payment of principal installments due hereon in the inverse order of their maturity.

### **SECTION V – SECURITY INTEREST**

To secure payment of this Promissory Note or any extensions or renewals of this Note, Borrower grants and pledges to Lender a security interest in the property listed below, and in after-acquired property of such description, replacements, substitutions, additions, accessions, products and the proceeds of all the foregoing and wherever such property is or may be located as follows:

1. The collateral acquired with the proceeds of this loan.
2. Accounts receivable, accounts chattel paper, documents, contract rights, instruments, general intangibles, and all right, title and interest in sold, leased, or furnished goods giving rise thereto (including, without limitation, all rights (a) of stoppage in transit, (b) of reclamation, and (c) in returned or repossessed goods).
3. Inventory (including, without limitation, all goods, that are (a) raw materials, (b) work in process, (c) materials used or consumed in the ordinary course of Borrower's business, or (d) in the ordinary course of Borrower's business, held for sale or lease or furnished or to be furnished under contracts of service, all substitutes and replacements thereof, and all parts, accessories, additions, attachments, and accessions thereto and insurance proceeds from insurance of any of the above.
4. Proceeds, products, profit, and rents of and from all of the foregoing.
5. All ledger sheets, books, records and documents concerning any of the Collateral, including all computer records, programs, storage media and computer software useful or required in connection therewith.
6. All equipment, machinery, furniture and fixtures now owned and/or hereafter acquired.

Project Specific Security Interest Requirements: In addition, the LENDER shall obtain the following to protect its secured interest:

- a. The personal guarantees of Stephen and Jason Ahlers.
- b. A landlord waiver of the landlord's possessive interest in the equipment being purchased as well as any additional equipment whether currently on the premises or as may be added in the future for the term of this loan.

#### **SECTION VII - UPON RELOCATION**

The entire balance of the outstanding principal and all accrued interest and charges shall, at the option of the LENDER become immediately due and payable upon the relocation of BORROWER'S primary Sandusky business facility to any location outside the corporate limits of the City of Sandusky, Ohio.

#### **SECTION VIII - DEFAULT/REMEDIES**

All liabilities created by this instrument shall, at the option of Lender, accelerate, mature and become due and payable without demand or notice, which are hereby waived, if any maker, endorser, or guarantor of this Note shall:

- 1) suspend business;
- 2) become insolvent;
- 3) offer settlement to any creditors;
- 4) commit an act of bankruptcy;
- 5) file for, or have filed against it, any petition in bankruptcy or in any proceeding under any law relating to the relief of debtors, or for the appointment of a receiver of its property;
- 6) make any bulk sale of its property;
- 7) make any assignment for the benefit of creditors;
- 8) mortgage, pledge, or transfer any accounts receivable or otherwise impair the collateral or other property, in trust or otherwise; collateral or other property, in trust or otherwise without the prior consent of Lender;
- 9) make any false representation;
- 10) fail to furnish information or permit inspection of books or records on demand of the holder;
- 11) fail to pay any obligation when due;
- 12) have a warrant of attachment or execution issued against any of its property;
- 13) have any judgment entered against it;
- 14) be dissolved or have its capital impaired or die;
- 15) if the Sandusky, Ohio restaurant facility is relocated beyond the corporate limits of Sandusky, Ohio.

All liabilities created by this instrument shall, at option of LENDER, accelerate, mature and become due and payable without demand or notice, which are hereby waived, if for any other cause, the protection of the LENDER so requires.

Any event of default under any mortgage or other lien affecting the various security interests shall constitute an event of default hereunder, at Lender's option.

The BORROWER waives presentment, protest and demand, notice of protest, notice of demand and dishonor and nonpayment of this Note, and expressly agree that this Note or any payment thereunder may be extended from time to time without in any way affecting the liability of the BORROWER.

The rights and remedies of the LENDER, as provided herein, shall be cumulative and concurrent and may be pursued singly, successively or together at the sole discretion of the LENDER and may be exercised as often as the occasion shall occur, and the failure to exercise any such right or remedy shall in no event be construed as a waiver or release of the same.

Any notice may be delivered personally or sent Certified Mail to BORROWER at the following address: The Krunchie Pickle Deli, LLC, 1012 Cleveland Road, Sandusky, Ohio 44870.

### **SECTION VIII - MISCELLANEOUS**

(a) **Severability** - If any provision of this Promissory Note or the application of any provision to any party or circumstance shall, to any extent, be adjudged invalid or unenforceable, the application of such provision to other parties or circumstances and the application of the remainder of this Agreement shall not be affected thereby. Each provision in this Promissory Note shall be valid and enforceable to the fullest extent of the law.

(b) **Headings** - The headings contained in this Promissory Note have been inserted for convenience and reference only and are not to be used for interpretive purposes.

(c) **Governing Law**-The parties agree that this Promissory Note shall be governed by and interpreted in accordance with the laws of the state of Ohio, and the parties submit to its jurisdiction for such purposes.

(d) **Non-Waiver**-The failure of either party to insist or enforce in any instance strict performance of any of the terms of this Promissory Note or to exercise any rights hereunder conferred, shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

(e) **Amendments**-This Promissory Note shall be amended only in a writing duly executed by the properly authorized representatives of both parties.

(f) **Assignment**-Neither party may assign this Promissory Note or any part hereof without prior written consent of the other party hereto.

**WARNING - BY THE SIGNING OF THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT PRIOR KNOWLEDGE**

**AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.**

**IN WITNESS WHEREOF**, this Note has been duly executed by the undersigned acting on behalf of The Krunchie Pickle, LLC.

WITNESS OR ATTEST:

**The Krunchie Pickle Deli, LLC**

\_\_\_\_\_

By: \_\_\_\_\_  
Stephen F. Ahlers, Managing Member,  
100% Unit Folder

#### **GUARANTEE**

The undersigned endorse, guarantee and promise to pay the above note (and all taxes and insurance premiums and any other sums that may become due and payable under and by virtue of the provisions of any mortgage or security instrument securing that note).

#### **WAIVERS**

The undersigned waive the following:

- (a) Presentment, demand, protest, notice of protest, notice of dishonor and notice of non-payment;
- (b) The right, if any, to the benefit of, or to direct the application of, any security hypothecated to the holder until all indebtedness of the maker to the holder, regardless of its source, has been paid; and
- (c) The right to require the holder to proceed against the maker, or to pursue any other remedy in the holder's power.

#### **RIGHT OF DIRECT ACTION**

The undersigned further agree that the holder may proceed against the undersigned directly and independently of the maker and that the cessation of the liability of the maker for any reason other than full payment, or any extension, renewal, forbearance, change of rate of interest or acceptance, release or substitution of security, or any impairment or suspension of the holder's remedies or rights against the maker, shall not in any way affect the liability of the undersigned.

#### **RENEWALS AND EXTENSIONS**

The undersigned further agree to all renewals and extensions of this Note for whatever period or periods. Any such renewals and extensions may be made without notice to or the further consent

of the undersigned.

**WARNING - BY THE SIGNING OF THIS PAPER YOU GIVE UP YOUR RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGEMENT MAY BE TAKEN AGAINST YOU WITHOUT PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT OR ANY OTHER CAUSE.**

WITNESS OR ATTEST:

GUARANTORS:

\_\_\_\_\_

By: \_\_\_\_\_  
Stephen F. Ahlers, Individually

\_\_\_\_\_

By: \_\_\_\_\_  
Jason Ahlers, Individually

Approved as to content:

Accepted by the City

By: \_\_\_\_\_  
Carrie R. Handy  
Chief Planner

By: \_\_\_\_\_  
Nicole C. Ard  
City Manager

Approved as to form:

By: \_\_\_\_\_  
Donald C. Icsman  
Law Director

Krunchie Pickle Note+Security Agreement  
ges 11/30/2011