

ORDINANCE NO. 121-23

**AN ORDINANCE TO AUTHORIZE THE AVON POLICE DEPARTMENT TO
EXERCISE THE SECOND OF TWO ONE YEAR EXTENSIONS
OF THE CITY'S CURRENT SALVAGE CONTRACT
AND DECLARING AN EMERGENCY**

WHEREAS, Council, pursuant to Resolution R-26-19, passed on September 23, 2019, 2019, advertised for bids to enter into a contract with a salvage company for services required by the Avon Police Department; and

WHEREAS, bids were received from Hall's Towing, Inc., Patton's Towing, and Sugar Ridge; and

WHEREAS, the Chief of Police reviewed all the bids and the various charges specified therein and found Sugar Ridge to be the most reasonable; and

WHEREAS, Council entered into a three (3) year contract with Sugar Ridge on or about November 12, 2019; and

WHEREAS, Council passed Ordinance 128-22 on November 28, 2022 exercising the first of two one-year options contained in that contract; and

WHEREAS, with the first of the two one-year options now expiring, the Chief of Police and the Safety Director desire to exercise the second of the one-year options contained in that contract; and

WHEREAS, upon the recommendation of the Chief of Police and the Safety Director, Council finds it to be in the best interests of the health, safety and welfare of the citizens of Avon to authorize the execution of said one year extension.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVON, LORAIN COUNTY, OHIO:

Section 1 - That the Safety Director is hereby authorized to enter into a second one (1) year extension of the current Salvage Contract entered into with Sugar Ridge, Inc. in November, 2019 pursuant to paragraph 2 thereof and as set forth in Exhibit "A", which is attached hereto and incorporated herein by this reference. Council hereby authorizes the Finance Director to advance funds from the Police Department Fund No. 221 to meet the obligations incurred therein.

Section 2 - That it is found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal actions were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3 - That this Ordinance is hereby declared to be an emergency measure necessary for the preservation of the public peace, health, safety and welfare of the citizens of the City of

Avon, the immediate emergency being the necessity to authorize an extension of the Salvage Contract with Sugar Ridge, Inc. for one (1) additional year for the Avon Police Department; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: November 27, 2023 DATE SIGNED: November 27, 2023

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: November 28, 2023

Bryan K. Jensen
Bryan K. Jensen, Mayor

APPROVED AS TO FORM:

John A. Gasior
John A. Gasior, Law Director

ATTEST:

Barbara Brooks
Barbara Brooks, Clerk of Council

Posted: November 29, 2023
Electronically and at City Hall
As Provided by Council

Prepared By:
John A. Gasior, Esq.
Law Director

I, Barbara J. Brooks, Clerk of the Council of the City of Avon, Ohio, hereby certify this document to be a true and exact copy of Ordinance No. 121-23, passed by the Council of said City on November 27, 2023.

IN WITNESS WHEREOF, I have on this 28th day of November, 2023, affixed my signature and official seal.

Barbara J. Brooks
Barbara J. Brooks, Clerk of the Council
of the City of Avon, Ohio

EXHIBIT A TO ORDINANCE NO. 121-23

SALVAGE SPECIFICATIONS:

- 1) **PURPOSE:** This agreement shall provide for the disposal of motor vehicles that have been declared unclaimed or abandoned junk motor vehicles pursuant to the Ohio Revised Code Sections 4513.61, 4513.62 or 4513.63.
- 2) **DURATION:** This agreement shall remain in full force for a period of three (3) years, with two (2) one (1) year renewals, as approved by the City of Avon, subject only to the limitations now and herein provided by law.*
- 3) **TERMINATION:** This agreement may be terminated or revoked by the City for violation of any of the provisions of this agreement or without cause after sixty (60) days notice in writing to the licensed salvage dealer delivered personally or by certified registered mail.
- 4) **SERVICE:** The service to be provided to the City of Avon under this contract is the disposal of motor vehicles that have been declared unclaimed or abandoned junk motor vehicles pursuant to the Ohio Revised Code Sections 4513.61, 4513.62 or 4513.63 by the City of Avon upon presentation by the City of Avon of the unclaimed or abandoned junk motor vehicle and the proper unclaimed or abandoned junk motor vehicle affidavit and/or salvage certificate of title.
- 5) **CITY OF AVON DUTIES:** The City of Avon shall provide to the contracted licensed salvage dealer the proper unclaimed or abandoned junk motor vehicle affidavit, and/or salvage certificate of title, issued pursuant to the Ohio Revised Code Sections 4513.61 or 4513.63 for each unclaimed or abandoned junk motor vehicle delivered to the licensed salvage dealer for disposal.
- 6) **LICENSED SALVAGE DEALER DUTIES:** The licensed salvage dealer shall accept all vehicles including but not limited to mopeds, motorcycles, all terrain vehicles, boats, boat trailers and house trailers deemed unclaimed or abandoned junk motor vehicles with affidavit and/or salvage certificate of title issued pursuant to the Ohio Revised Code Sections 4513.61 or 4513.63 and shall dispose of said unclaimed or abandoned junk motor vehicles in conformity with the Ohio Revised Code. The licensed salvage dealer shall be responsible for the removal of the unclaimed or abandoned junk motor vehicle described in the unclaimed or abandoned junk motor vehicle affidavit and/or salvage certificate of title in its entirety from the towing/storage facility. The licensed salvage dealer shall maintain a record of the date of receipt, vehicle identifications number (VIN) and description, including the manufacturer, the year, the make and model, the style and the color of each unclaimed or abandoned junk motor vehicle picked up and disposed of under the conditions set forth in this contract.
- 7) **COMPENSATION:** The licensed salvage dealer shall pay to the City of Avon the fair market value for each unclaimed or abandoned junk motor vehicle with unclaimed or abandoned junk motor vehicle affidavit and/or salvage certificate of title delivered to the licensed salvage dealer for disposal pursuant to this contract. Said payment shall be

***The parties agree to exercise the second one (1) year extension of the contract entered into pursuant to Ordinance No. 99-19, and will be effective from November 17, 2023 through November 17, 2024.**

made to the Finance Director of the City of Avon within ten (10) days after presentation of an invoice from the Avon Police Department documenting the delivery of the unclaimed or abandoned junk motor vehicle.

- 8) **INSURANCE**: There shall be maintained in full force at all times and in effect a policy of public liability insurance by a casualty insurance company authorized to do business in the State of Ohio and in the standard form(s) approved by the Ohio Department of Insurance, with the insured provision of the policy insuring the public and the City of Avon from a loss or damage that may arise to any person or property by reason of the operation of the licensed salvage operation and providing that the amount of recovery of the licensed salvage operation shall be:

a) General Liability	\$1,000,000.00
b) Property Damage	\$ 100,000.00

The policy of insurance shall contain an endorsement for thirty (30) days written notice to the City of Avon in the event of any material change or cancellation of the insurance policy.

The City of Avon shall be named as an additional insured on the above-described policy of insurance and the bidder shall file proof of said insurance with the City of Avon.

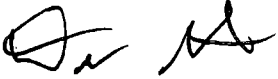
The bidder shall furnish to the City of Avon a current Certificate of Premium Payment from the Industrial Commission of Ohio showing compliance with the Worker's Compensation Act.

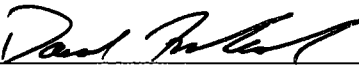
- 9) **INDEMNIFICATION**: Contractor shall indemnify and save harmless the City of Avon, its elected and appointed officials, agents, representatives and employees, from and against any and all causes of action, claims, or suits of any nature brought against the City of Avon, its elected and appointed officials, agents, representatives and employees for any injury to person(s) or death of any person(s), or any damage to property resulting from or arising out of or incurred in connection with any work or action carried on or done pursuant to this agreement, including but not limited to attorney's fees, judgments, and the cost of investigating the claim(s).
- 10) **INSPECTION OF LICENSED SALVAGE DEALER FACILITY**: The City of Avon will inspect the facilities of the bidder prior to the awarding of any contract. The City of Avon shall also have authorization at any time, unannounced, to make inspection of the contracted licensed salvage dealer facility. The inspection of the contracted licensed salvage dealer shall be recorded and copies provided to the licensed salvage dealer, the Safety Director's office and the Chief of Police. If discrepancies are found, a time limit will be made to correct any problem(s) found and provide for a re-inspection. If discrepancies are not corrected, a hearing shall be scheduled before the Safety Director for any possible consequence.
- 11) **REGULATIONS**: The licensed salvage dealer shall be in conformity with all federal, state, county and/or city regulations, including the Ohio Environmental Protection Agency, and will hold the City of Avon harmless there from.
- 12) **SAFETY ISSUES**: It is the intention of this section that safety not be sacrificed for job completion, but should be an integral part of the planning process. The contractor will be solely responsible for the safety and health of their employees and for the protection of property and the general public, complying with all O.S.H.A., federal, state, county and local safety and health laws, regulations and specifications. The contractor will cooperate fully with the City of Avon personnel and the Avon Police Department. The contractor will insure that all personal protective equipment is readily available, issued, properly fitted, maintained and worn.

Edward Nowak
Name of Company Official

Sugar Ridge, Inc.
Name of Company


Signature of Company Official


Name of City Official


Signature of City Official

President

440-723-2615
(Area Code/Telephone Number)

12.1.2023
Date Signed

Safety Director
Title: Duane Streater

Chief of Police
Title: Daniel Fischbach

TAX AFFIDAVIT

State of Ohio
County of Lorain SS

I, Edward Nowak President
(Name) (Officer or Title)

of the Sugar Ridge, Inc., first being duly sworn does
(Company Name)

depose and state that it has submitted a competitive bid for a contract, to be administered and awarded by the City of Avon, Ohio. Further, Affiant says that it was not charged with any delinquent personal property taxes, penalties or interest or owing to the County of Lorain, State of Ohio, except as hereinafter stated:

(If none, state NONE. If due, state amount due together with assessed interest and penalty).

Further, Affiant says that a copy of this statement, affirmed under oath shall be made a part of its bid and the contract to be awarded.

Further, Affiant sayeth naught.

Sugar Ridge Inc.
(Corporation or Business)

By: Ed Nowak

Title: President

Sworn to and subscribe in my present this 1 day of December, 2023

Duane P. Streator
Notary Public



Duane P. Streator
Notary Public, State of Ohio
My Commission Expires 9-10-24