

ORDINANCE NO. 100-24

**AN ORDINANCE TO AWARD THE BID FOR A SALVAGE CONTRACT
FOR THE CITY OF AVON POLICE DEPARTMENT
AND DECLARING AN EMERGENCY**

WHEREAS, Council, pursuant to Resolution 23-24, passed on September 23, 2024, 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 Patton's Towing, Inc. and Sugar Ridge, Inc.;

WHEREAS, the City Safety Director and the Chief of Police reviewed the bids and the various charges specified therein and found both to be responsive; and

WHEREAS, upon the recommendation of the Safety Director and the Chief of Police as set forth in Exhibit A, Council finds that awarding the lowest and best bid submitted by Sugar Ridge, Inc. to be in the best interests of the health, safety, and welfare of the citizens of Avon.

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

Section 1 - That the Salvage Contract Specifications submitted by Sugar Ridge, Inc. and outlined in Exhibit "B" is hereby accepted as the lowest and best bid received. Council authorizes the Chief of Police or the Safety Director to execute a contract consistent with the terms and conditions set forth therein and as approved by the Law Director. 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 award the bid for the salvage contract for the Avon Police Department before the current contract expires at the end of November, 2024; therefore, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

PASSED: November 11, 2024

DATE SIGNED: November 11, 2024

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: November 12, 2024



Bryan K. Jensen, Mayor

APPROVED AS TO FORM:


John A. Gasior, Law Director

ATTEST:


Barbara Brooks, Clerk of Council

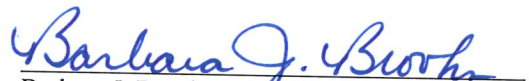
Posted: November 13, 2024
Electronically and at City Hall as
Provided by Council

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. 100-24, passed by the Council of said City on November 11, 2024.

IN WITNESS WHEREOF, I have on this 12th day of November 2024, affixed my signature and official seal.


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



CITY OF AVON

POLICE DEPARTMENT



36145 DETROIT ROAD * AVON, OHIO 44011-1099 * (440) 934-1234 * FAX (440) 934-4054 * WWW.AVONPD.COM

To: Safety Director Streator
From: Chief Fischbach
Date: October 24, 2024
In re: 2024 Towing / Salvage Contract

Sir,

As you are aware, our current towing and salvage contracts with Sugar Ridge Towing is set to expire on November 17, 2024. As a result, authorization was received from council to issue a request for bids for a new contract for towing and salvage requirements of the Police Department. The deadline for submitting bids was established as October 18, 2024 at 2:00pm at which time the submitted bids were opened. Two companies submitted bids for both towing and salvage services with those two companies being Sugar Ridge Inc. and Patton's Towing Inc.

I have reviewed both companies' submissions and it is my recommendation that the contracts for towing and salvage services be awarded to Sugar Ridge Inc. Based on their submissions, Sugar Ridge Inc. will provide towing services at a lower cost in almost all areas compared to Patton's Towing Inc. In addition to the cost savings, we have experienced great service from Sugar Ridge Inc. over the course of the last (5) five years and I expect that service will continue going forward.

If you need any additional information regarding these contracts, please let me know.

Respectfully Submitted,

A handwritten signature in cursive script that reads "Daniel Fischbach".

Chief Daniel Fischbach
Avon Police Department

EXHIBIT B TO ORDINANCE NO. 100-24

**CITY OF AVON, OHIO
BID SPECIFICATIONS
SALVAGE
SERVICES**

**BID OPENING
October 18, 2024**

2:00 p.m.

INSTRUCTION TO BIDDERS

SPECIFICATIONS:

Bidders are advised to examine the Specifications, Notice to Bid, Instructions to Bidder, and any other pertinent documents, which are required to be filed with bid, in order that they may be fully informed as to the amount and nature of items to be furnished or purchased by the City of Avon under this bid.

PROPOSAL:

EACH proposal shall be submitted in a **SEALED** envelope, addressed to the Mayor of the City of Avon at 36080 Chester Road, Avon, Ohio 44011 and shall **bear the following:**

**NAME OF THE BIDDER
ADDRESS OF THE BIDDER
PROJECT BEING BID**

LATE PROPOSALS:

Absolutely no proposals will be received after **2:00 p.m., Local Time on Friday, October 18, 2024.**

NAME OF BIDDERS:

Each proposal must contain the full name and address of each person, firm or company interested therein. In the case of a partnership, the name and address of each partner must be stated. The said bid proposal submitted to the Office of the Mayor must be signed by the Corporate or Individual name of the bidder. In the case of a corporation, the title of the officer signing must be stated. In the case of a partnership, the signature of at least one (1) of the partners must follow the firm name.

COMPETENCY OF BIDDER:

During a review of the bids, the Bidder shall furnish the City of Avon, **upon request**, information and evidence satisfactory to the Mayor, that the Bidder has the necessary experience, ability, facilities, and financial resources to fulfill the conditions of the contract and specifications.

PROPOSALS WITHDRAWAL:

After a proposal has been deposited as above noted, no proposal shall be returned for any reason, nor will any modification of any proposal shall be accepted.

NOTICE TO BIDDERS

Salvage Services for the Avon Police Department

Separate sealed bids may be received by the Mayor of the City of Avon, Ohio in the Office of the Mayor, City Hall Building, 36080 Chester Road, Avon, Ohio 44011 until **2:00 p.m.**, Local Time on **Friday, October 18, 2024** at which time they will be opened and publicly read aloud. Said specifications are available in the Office of the Mayor (440) 937-7805. Attention: Rose Seighman, 36080 Chester Road, Avon, Ohio 44011.

Each bid must contain the full name of every person or company interested in same. The successful bidder(s) will be required to provide *Proof of Insurance*.

The City reserves the right to waive any technicalities, informalities or irregularities or to reject any or all bids received, and to accept any bid with any combination of alternatives which is deemed most favorable to the City of Avon, Ohio at the time and under the conditions stipulated in the project documents.

Published by Order of: Bryan K. Jensen, Mayor

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DOCUMENTS/FORMS

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.

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

SPECIFICATIONS

RIGHT TO ACCEPT OR REJECT PROPOSALS:

The City of Avon reserves the right to reject any or all proposals, or parts thereof, to waive any informalities or irregularities in the bids/proposals received, and to accept any proposal which is deemed most favorable to the City of Avon.

CONTRACT:

The contract shall be provided by the City of Avon and will be submitted to the vendor who receives the award of the contract as soon as possible after the award has been made. After the City of Avon fully executes the contract, an original contract will be returned to the vendor.

DELIVERY:

Not applicable.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/10/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Commonwealth Casualty Group 10800 Pearl Rd B1 Strongsville OH 44136	CONTACT NAME: Brendt Miller PHONE (A/C, No, Ext): 4402688386 FAX (A/C, No): E-MAIL ADDRESS: bmillier@ccg-ins.com																					
INSURED Sugar Ridge Inc Db a E A N Enterprises LLC 41850 OBERLIN ELYRIA RD ELYRIA OH 44035	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>AMGUARD INSURANCE COMPANIES</td><td></td></tr><tr><td>INSURER B:</td><td></td><td></td></tr><tr><td>INSURER C:</td><td></td><td></td></tr><tr><td>INSURER D:</td><td></td><td></td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	AMGUARD INSURANCE COMPANIES		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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.

INSR LTR	TYPE OF INSURANCE	ADDSUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	K2GP528810	02/21/2024	02/21/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	K2GP528810	02/21/2024	02/21/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					PER STATUTE ☐ OTHER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	ON HOOK GARAGE KEEPERS			K2GP528810	02/21/2024	02/21/2025	100,000 250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

CITY OF AVON 36145 DETROIT ROAD AVON OH 44011	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Brendt Miller
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TAX AFFIDAVIT

State of OHIO SS
County of LORAIN

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:

NONE

(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 10 day of OCTOBER, 2024



MATHEW W BARTLOME
Notary Public
State of Ohio
My Comm. Expires
February 4, 2029

Mark W. Bartlome
(Notary Public)

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

Ed Nowak
Signature of Company Official

Bryan K. Jensen
Name of City Official

Signature of City Official

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

10-10-2024
Date Signed

Mayor
Title

Date Signed

CITY OF AVON, OHIO

Salvage

Contract

Awarded to: Sugar Ridge Inc.
Avon Ordinance: 100-24
November 11, 2024

Effective: November 12, 2024
Expires: November 11, 2027

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.
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- 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 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.

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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.

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- 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.

FOR THE CITY OF AVON:

AUTHORIZING ORDINANCE NUMBER: 100-24

Approved: 
Bryan Jensen, Mayor

Date: 11/21/24

Approved: 
Duane Streater, Safety Director

Date: 11-18-24

Approved: 
Daniel Fischbach, Chief of Police

Date: 11/18/24

FOR SUGAR RIDGE INC:

Approved: 
Edward Nowak, President

Date: Nov. 22, 2024