

ORDINANCE NO. 127-22

AN ORDINANCE TO AUTHORIZE THE AVON POLICE DEPARTMENT TO EXERCISE THE FIRST OF TWO ONE YEAR EXTENSIONS OF THE CITY'S CURRENT TOWING 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 towing 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, with said contract now expiring, the Chief of Police and the Safety Director desire to exercise one of the two 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 one (1) year extension of the current Towing Contract entered into with Sugar Ridge, Inc. in November, 2019 pursuant to paragraph 3 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 Towing Contract with Sugar Ridge, Inc. for one 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 28, 2022

DATE SIGNED: November 28, 2022

By: Brian Fischer
Brian Fischer, Council President

DATE APPROVED BY THE MAYOR: November 29, 2022

BKJ
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 30, 2022
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. 127-22, passed by the Council of said City on November 28, 2022.

IN WITNESS WHEREOF, I have on this 29th day of November, 2022, affixed my signature and official seal.

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

TOWING CONTRACT SPECIFICATIONS:

- 1) **PURPOSE:** An agreement is needed to provide for the removal, towing and/or storage of vehicles which are designated by the city as *junked, unclaimed, damaged, abandoned, stolen, illegally parked, a roadway hazard, rendered inoperative* as a result of a motor vehicle crash, injury to the operator, arrest of the operator, impounded as evidence or contraband or any other item(s) that are not removable by normal means by Law Enforcement Officers.
- 2) **AMENDMENT:** A bidder may offer an alternative to any specific item listed in these specifications, or offer a complete alternate proposal, conditioned upon that any proposed alternative or substitution meets or exceeds the conditions set forth in these specifications.
- 3) **DURATION:** The agreement will be for a term of three (3) years, with option for two (2) one-year renewals, as approved by the Avon City Council, subject only to the terms and conditions herein contained and as provided by law.*
- 4) **SERVICE:** The services to be provided to the City of Avon and to the public by the contractor, shall be available twenty-four (24) hours a day each day of the year, to every area of the City, to every person without discrimination as to person(s) or area served.
- 5) **WRECKER UNITS AVAILABLE:** There shall at all times be available for service to Avon by Contractor no less than two (2) standard wrecker units and (1) flat bed wrecker.
- 6) **TOWING AND STORAGE FACILITIES:** Each standard wrecker unit and all equipment shall be maintained in safe and good order and condition, available for service, and shall meet all the following minimum requirements:
 - a) Be not less than one-ton in size and be equipped with booster brakes;
 - b) Be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or city tested capacity, or not less than eight thousand pounds, single line capacity;
 - c) Carry as standard equipment: tow bar, towing dollies, safety chains, fire extinguisher, wrecking bar, broom, shovel, roadway flares, oil dry, jumper cables and mechanic tools/lock out equipment;
 - d) Carry in an approved container, a minimum of two (2) gallons of unleaded gasoline; and
 - e) Be equipped with a two-way business type radio allocated to wrecker service operators.

***The parties agree to exercise the first one (1) year extension of the contract entered into pursuant to Ordinance No. 98-19, and will be effective from November 17, 2022 through November 17, 2023.**

There shall also be available at all times for service within Avon, either by direct ownership or through a subcontractor approved by Avon, at least one (1) heavy-duty wrecker unit. Each heavy-duty wrecker unit and all equipment shall be maintained in safe and good order condition and shall meet all the following minimum requirements:

- a) Be not less than 2 1/2 tons in size and be equipped with booster brakes;
- b) Be equipped with a power operated winch, winch line and boom, with a factory rated lifting capacity, or city tested capacity, of a minimum of thirty (30) tons;
- c) Carry as standard equipment: tow bar, towing dollies, safety chains, fire extinguisher, wrecking bar, broom, shovel, roadway flares, oil dry, jumper cables and mechanic tools/lockout equipment;
- d) Carry in an approved container, a minimum of two (2) gallons of unleaded gasoline;
- e) Be equipped with a two-way business type radio allocated to wrecker service operators.

7) TOWING AND STORAGE FACILITIES: Contractor shall maintain a vehicle storage facility ('facility') within a 5-mile radius of the city limits of the City of Avon, Ohio. Said facility shall be constructed, maintained and operated under the following terms and conditions:

- a) The entire area of said facility shall be enclosed with a six-foot solid wall or uniformly painted board fence or other enclosure approved by Avon.
- b) Access to said facility should be maintained by a locking automatic gate or other gate capable of being locked with a heavy-duty type lock;
- c) Said facility shall remain under lock and security at all times when not attended by the Contractor's employee(s);
- d) Said facility shall be accessible for release of vehicle(s) or personal belongings impounded by Avon each day for the year from 8:00AM to 4:00PM;
- e) Said facility shall contain sufficient space for at least fifty (50) vehicles;
- f) All vehicles at said facility shall be stored in rows no more than four (4) vehicles deep with drive aisles at least twenty-five (25) feet wide on each side of the four (4) deep rows;
- g) No vehicle, whether or not ordered into storage by Avon, shall be stored or remain at said facility more than sixty (60) days, except with the express written consent of Avon;
- h) Any and all fuel, oil, or other liquid shall be pumped out of any vehicles that are severely leaking and said vehicles shall be placed on a concrete pad until fluids are removed.

NOTE: The towing and storage facilities do not need to be in the same location.

8) RESPONSE TIME: Contractor shall promptly respond to all calls within the City of Avon and be at the called scene within twenty (20) minutes of the time contractor is called, except for heavy-duty wreckers which shall be at the called scene within thirty (30) minutes of the time contractor is called.

9) **TOWING/STORAGE RATES:** The maximum fees to be charged to the public for emergency wrecker service under the agreement shall be as follows, to wit:

✚ Normal police requested response and tow of a passenger type vehicle	\$100.00
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✚ Normal police requested response and tow of a commercial vehicle-1-ton straight truck	\$ 175.00 Empty
	\$ 200.00 Loaded
1 1/2 ton and up straight truck	\$ 225.00
Tractor (semi-type)	\$ 275.00
Tractor-Trailer Unit	\$ 350.00
✚ Normal police requested response and tow of a motorcycle, moped, motorbike, snowmobile or other such type vehicle:	
Motorcycle/Motorbike	\$ 75.00
Moped or Mini-bike	\$ 75.00
Snowmobile or other similar type vehicle	\$ 75.00
✚ Labor charges for any additional work:	
Unlock a vehicle at scene of tow	\$ 0
Change a tire at scene of tow	\$ 0
Pull fender/bumper away from vehicle	\$ 0
Disconnect transmission linkage	\$ 0
Remove drive shaft (car)	\$ 0
Remove drive shaft (truck)	\$ 50.00
Remove axle (truck)	\$ 50.00
Hook up auxiliary lights (car)	\$ 0
Hook up auxiliary lights (truck)	\$ 0
Use of dollies or flat bed	\$ 35.00
Provide two (2) gallons of unleaded gasoline	\$ Cost of Fuel
✚ Storage Facility Charges (cars):	
1 st fifteen (15) days (per day)	\$ 20.00
2 nd fifteen (15) days (per day)	\$ 20.00
More than thirty (30) days (per day)	\$ 20.00
✚ Storage Facility Charges (trucks):	
Straight trucks (per day)	\$ 30.00

Semi-tractor trailer units (per day) \$ 35.00

Fees for response to scene where the tow is not executed as determined by Avon personnel:

If not hooked up \$ 0

If hooked up \$ 75.00

NOTE: Fees to be included in the charges to the public for normal police requested response is the clean up of the scene unless otherwise agreed to in writing by Avon.

Items to be provided at **NO COST** to Avon:

- a) Response to the scene to clean any debris from the accident when no tow is required.
- b) Response to and/or tow Avon vehicle(s) from any location.

NOTE: The rates stated above for any and all responses and tows are hereunder shall include all costs and expenses in connection therewith, and labor recovery fees shall **NOT** be charged.

10) **INSURANCE:** Contractor agrees that upon execution of this agreement with Avon that contractor shall submit to Avon a **certificate(s) of insurance** indicating that Avon is named as an additional insurance on the policies evidenced by the certificate, and providing that a written notice of non-renewal, cancellation or material changes in liability limits will be given to Avon no less than thirty (30) days prior to any such action. The certificate shall evidence such insurance, as is hereinafter more specifically provided, to protect contractor from claims for damages for bodily injury, including wrongful death, and for damage to property, including property in the care, custody and control of contractor, for any incident arising from or connected with contractor, its employees, agents or representatives, in performance of this agreement.

The general liability, automotive liability or umbrella/excess liability policies shall not contain a provision, which eliminates coverage for damages arising out of, or caused by the negligence of the additional insured.

The types and minimum limits of insurance carried by contractor with an insurer or insurer(s) authorized to do business in the State of Ohio shall be according to the following schedule:

<u>TYPE OF INSURANCE:</u>	<u>MINIMUM LIABILITY</u>
<u>LIMITS:</u>	
General Liability & Garage Liability Including: Premises/Operations Products/Completed Operations Contractual Independent Contractors Personal Injury	\$1,000,000.00

Rigging	\$ 50,000.00
Cargo	\$ 100,000.00
Garage Keepers	\$ 200,000.00
Automobile Liability	\$1,000,000.00
combined	
Including: Bodily injury	
Property damage	
Any Auto	
All owned autos (private passenger)	
All owned auto (other than private passenger)	
Hire autos	
Non-owned autos	
Umbrella Form (Excess Liability)	\$1,000,000.00

The contractor shall furnish to Avon a current certification of premium payment from the Industrial Commission of Ohio showing compliance with the Worker's Compensation Act.

11) DISPOSITION OF VEHICLE(S) IN STORAGE FACILITY: Contractor shall not dispose of any vehicle, impounded, or stored pursuant to the agreement without the written authorization of Avon. Upon said written authorization, disposition of vehicles towed, impounded or stored, pursuant to said agreement shall be as follows:

a) VEHICLE(S) RELEASED TO OWNER OR OTHER AUTHORIZED AGENT(S):

Vehicle(s) towed, impounded or stored pursuant to the agreement shall be released to the owners or any other authorized agent upon written notification to contractor to release same. Vehicle(s) being released shall be released in the same condition the vehicle was in at the time of tow, impounded or storage. All tow and storage fees shall be the responsibility of the owner or authorized agent, subject to the Section 13-Waiver of Fees conditions of the agreement.

b) VEHICLE(S) DISPOSED OF AS THE RESULT OF AN UNCLAIMED VEHICLE AFFIDAVIT UNDER OHIO LAW:

Vehicle(s) to be disposed of as a result of an unclaimed vehicle affidavit, shall upon written notice by Avon, be delivered to the locations as specified by Avon. Vehicle(s) shall be delivered in the same conditions the vehicles(s) were in at the time of tow, impound or storage. Any and all monies arising from disposal of unclaimed vehicles less towing and storage fees as allowed hereunder shall be paid to Avon and deposited with the Finance Director for the City of Avon.

c) VEHICLE(S) DISPOSED OF AS A RESULT OF AN ABANDONED JUNK VEHICLE AFFIDAVIT BEING FILED UNDER OHIO LAW:

Vehicle(s) to be disposed of as a result of an abandoned junk vehicle affidavit, shall upon written notice by Avon, be delivered to a State of Ohio licensed salvage dealer determined by Avon. Vehicle(s) shall be delivered in the same conditions the vehicle(s) was in at the time of tow, impounded or storage. Any and all monies arising from disposal of abandoned junk motor vehicle(s) shall be paid to Avon and deposited with the Finance Director for the City of Avon.

- d) Contractor may submit to Avon an invoice for the towing and storage fees for unclaimed or abandoned junk vehicle(s) as described in Section 9-Towing and Storage Rates and subject to Section 13-Waiver of Fees. If the vehicle(s) is an unclaimed vehicle, said invoice shall not exceed the value of such unclaimed vehicle(s) as determined at the time of actual disposal by Avon. If vehicle is an abandoned junk vehicle(s) said invoice shall not exceed the contracted salvage value of the vehicle(s).

- 12) AVON'S LIABILITY:** Avon **shall not** be liable to contractor for any charges of fees which may result, to wit:
- a) Wherein the owner of a vehicle is the victim of a crime or the owner of a stolen recovered vehicle.
 - b) Wherein the vehicle was impounded by Avon in error.
 - c) Wherein the vehicle was forfeited by seizure actions and turned over to the City of Avon.
- 13) WAIVER OF FEES:** Contractor shall waive any and all towing or storage fees charged or assessed, upon written request by the City of Avon. Said waiver request form shall be in writing and shall state the reason(s) for the waiver of fees.
- 14) WRECKER UNIT IDENTIFICATION:** Each wrecker unit shall maintain and display contractor name, telephone number or permit designation as prescribed by the City of Avon, and said identification shall be conspicuously displayed.
- 15) INSPECTION OF WRECKER UNITS/STORAGE FACILITY:** Avon shall have the authorization at any time, without notice, to make inspection of the wrecker units and/or the storage facility and any records pertain to tows originated by the City of Avon. This inspection shall be recorded and copies provided to contractor, the Safety Director's office and the Chief of Police. If discrepancies are found, a time limit will be given to correct any problem(s) found and provide for re-inspection. If discrepancies are not corrected, a hearing shall be scheduled before the Safety Service Director for any possible remedy or action.
- 16) WRECKER OPERATORS:** The towing/storage operators shall be licensed by the State of Ohio and in good standing (valid Ohio Operator's license) and shall be properly insured.
- 17) ASSIGNMENT OF AGREEMENT:** Contractor shall not assign this agreement, or any part thereof, without first securing the written consent of Avon. Contractor shall not employ additional equipment or garage services

from another garage on a temporary basis unless such equipment or garage has been approved by the City of Avon. In the event of such temporary employment, contractor shall be responsible for and warrant the work and actions of such garage while it is performing services in Avon under this agreement and all the terms set forth in this agreement shall apply to any services or equipment so temporarily employed. Before the vehicles of a temporary employed garage will be permitted to perform services under the agreement, contractor shall furnish proof to Avon that the insurance coverage required herein has been secured for such garage furnishing the temporary services. This section does not apply in the event of a true emergency.

- 18) SUBCONTRACTING:** Contractor shall not subcontract any work without prior written approval from Avon.
- 19) REGULATIONS:** Contractor shall be in conformity with all federal, state, county and/or city regulations, including the Ohio Environmental Protection Agency, and shall hold Avon harmless there from.
- 20) 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. 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. Contractor will cooperate fully with City of Avon personnel and the Avon Police Department. Contractor will ensure that all personal protective equipment is readily available, issued, properly fitted, maintained and worn.

All employees of the contractor while on any job will wear proper clean clothing. This will include a traffic visible color for the shirt such as orange, yellow or the approved color. A reflective vest or jacket with reflective stripes will be worn at night. No shorts, athletic shoes or other inappropriate clothing will be worn. All shirts and jackets will have the name of the contractor professionally silk-screened or embroidered on it.

- 21) CONTACT INFORMATION:** Any questions pertaining to these bid specifications shall be made to the following persons:

Technical Questions:	Chief Daniel Fischbach	440-934-1210
Bid/Administrative:	Rose Seighman	440-937-7805

Edward Nowak
Name of Company Official

President

Sugar Ridge, Inc.
Name of Company

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

Signature of Company Official

Date Signed


Signature of City Official

Safety Director
Title: Duane Streator


Signature of City Official

Chief of Police
Title: Daniel Fischbach

Exhibit A to Ord. No. 127-22

Edward Nowak
Name of Company Official

President

Sugar Ridge, Inc.
Name of Company

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

Edward Nowak
Signature of Company Official

12-1-22
Date Signed

Signature of City Official

Safety Director
Title: Duane Streator

Signature of City Official

Chief of Police
Title: Daniel Fischbach

TAX AFFIDAVIT

State of Ohio

SS

County of Lorain

I, Edward Nowak
(Name)

President
(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: Edward Nowak

Title: President

Sworn to and subscribe in my present this 1 day of December, 2022

Shaunah Norwood
Notary Public



SHAUNAH NORWOOD
Notary Public, State of Ohio
My Commission Expires:
09/12/2026



**Bureau of Workers'
Compensation**

30 W. Spring St.
Columbus OH 43215-2256

Governor Mike DeWine
Administrator/CEO Stephanie McCloud

www.bwc.ohio.gov
1-800-644-6292

04/25/2022
Date Mailed

#BWNFVSQ

SUGAR RIDGE INC
41524 GRISWOLD RD
ELYRIA OH 44035-2351

IMPORTANT DOCUMENT: REMOVE AND POST

Ohio

**Bureau of Workers'
Compensation**

30.W. Spring St.
Columbus, OH 43215

Certificate of Ohio Workers' Compensation

This certifies that the employer listed below participates in the Ohio State Insurance Fund as required by law. Therefore, the employer is entitled to the rights and benefits of the fund for the period specified. This certificate is only valid if premiums and assessments, including installments, are paid by the applicable due date. To verify coverage, visit www.bwc.ohio.gov, or call 1-800-644-6292.

This certificate must be conspicuously posted.

Policy number and employer
00854736

Period Specified Below
07/01/2022 to 07/01/2023

SUGAR RIDGE INC
41524 GRISWOLD RD
ELYRIA OH 44035-2351



www.bwc.ohio.gov
Issued by: BWC

Stephanie McCloud

Administrator/CEO

You can reproduce this certificate as needed.

Ohio Bureau of Workers' Compensation

Required Posting

Section 4123.54 of the Ohio Revised Code requires notice of rebuttable presumption. Rebuttable presumption means an employee may dispute or prove untrue the presumption (or belief) that alcohol, marihuana or a controlled substance not prescribed by the employee's physician is the proximate cause (main reason) of the work-related injury.

The burden of proof is on the employee to prove the presence of alcohol, marihuana or a controlled substance was not the proximate cause of the work-related injury. An employee who tests positive or refuses to submit to chemical testing may be disqualified for compensation and benefits under the Workers' Compensation Act.

Ohio

**Bureau of Workers'
Compensation**

You must post this language with the Certificate of Ohio Workers' Compensation.

