



March 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6 FAIR HOUSING 5:00 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS, & UTILITIES 6:00 REVIEW & OVERSIGHT – SPECIAL 6:00	7 PLANNING COMMISSION 7:00 CAUCUS 6:45	8	9	10
11 DAYLIGHT SAVINGS TIME BEGINS 	12 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	13	14	15	16	17 
18	19 SPECIAL CIVIL SERVICE COMM 3:30 (COMMUNITY ROOM #2)	20 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE & SAFETY 6:00 REVIEW & OVERSIGHT – SPECIAL 6:00	21 BZA 7:00 CAUCUS 6:45	22 BZA 7:00 CAUCUS 6:45	23	24
25	26	27 REC BOARD 6:00	28 SPECIAL PLANNING COMMISSION 7:00 CAUCUS 6:45	29	30	31

All meetings will be held at City Hall 14600 State Road, unless otherwise noted.

April 2018

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1  EASTER SUNDAY	2	3 COUNCIL AND CAUCUS 7:00 STORM WATER, STREETS UTILITIES & R&O 6:00	4 PLANNING COMMISSION 7:00 CAUCUS 6:45	5	6	7
8	9 CIVIL SERVICE COMM 4:00 (COMMUNITY ROOM #2)	10	11	12	13	14
15	16	17 COUNCIL AND CAUCUS 7:00 B&BC, FINANCE & SAFETY 6:00	18 BZA 7:00 CAUCUS 6:45	19 BZA 7:00 CAUCUS 6:45	20	21
22	23	24 REC BOARD 6:00	25	26	27	28
29	30					

**NORTH ROYALTON CITY COUNCIL
A G E N D A
MARCH 20, 2018**

7:00 p.m. Caucus

Council Meeting 7:00 p.m.

REGULAR ORDER OF BUSINESS

1. Call to Order.
2. Opening Ceremony (Pledge of Allegiance).
3. Roll Call.
4. Approval of Consent Agenda: Items listed under the Consent Agenda are considered routine. Each item will be read individually into the record and the Consent Agenda will then be enacted as a whole by one motion and one roll call. There will be no separate discussion of these items. If discussion by Council is desired on any Consent Agenda item, or if discussion is requested by the public on any legislative item on the Consent Agenda, that item will be removed from the Consent Agenda and considered in its normal sequence under the Regular Order of Business.
 - a. Approval of Minutes: March 6, 2018
 - b. 90 day extension Morel Landscaping. Lot consolidation and preliminary site plan approvals.
 - c. Motion to modify contract with Workman Industrial Services, Inc. entered into under Ordinance 17-57 to grant another time extension from March 22, 2018 to May 22, 2018.
 - d. Authorize the Mayor to go out to bid for the restoration and repair to the receiving vault at the North Royalton Cemetery.
 - e. Legislation: Introduce, suspend rules requiring 3 readings and referral to committee, and adopt those legislative items indicated with an asterisk (*).
5. Communications.
6. Mayor's Report.
7. Department Head Reports.
8. President of Council's Report.
9. Committee Reports:

Building & Building Codes	John Nickell
Finance	Larry Antoskiewicz
Review & Oversight	Dan Kasaris
Safety	Dan Langshaw
Storm Water	Gary Petrusky
Streets	Cheryl Hannan
Utilities	Paul Marnecheck
10. Report from Council Representatives to regulatory or other boards:

Board of Zoning Appeals	Dan Kasaris
Planning Commission	Larry Antoskiewicz
Recreation Board	Paul Marnecheck
11. Public Discussion: Five minute maximum, on current agenda legislation only.
12. LEGISLATION

FIRST READING CONSIDERATION

- * 1. **18-29** - AN ORDINANCE ACCEPTING THE BID OF SET IN STONE CONTRACTING LLC FOR THE 2018 ROAD SUPPLIES AND STREET MAINTENANCE PROGRAM AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
2. **18-30** - AN ORDINANCE ESTABLISHING AN OHIO GOVERNMENT BENEFIT COOPERATIVE FUND, AND DECLARING AN EMERGENCY.
3. **18-31** - AN ORDINANCE PROHIBITING CULTIVATORS, PROCESSORS AND RETAIL DISPENSARIES LICENSED UNDER CHAPTER 3796 OF THE OHIO REVISED CODE WITHIN THE CITY OF NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY.

4. **18-32** - AN ORDINANCE ACCEPTING THE BID OF SPECIALIZED CONSTRUCTION, INC. FOR THE 2018 SOUTH AKINS ROAD RESURFACING (YORK ROAD TO BENNETT ROAD) FOR AN AMOUNT NOT TO EXCEED \$279,799.38 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
 5. **18-33** - AN ORDINANCE ACCEPTING THE BID OF CHAGRIN VALLEY PAVING, INC. FOR THE 2018 EDGERTON ROAD RESURFACING (BENNETT ROAD TO EAST OF RIDGE ROAD) FOR AN AMOUNT NOT TO EXCEED \$564,996.92 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY.
 6. **18-34** - AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KELLEY AND FERRARO, LLP FOR PROFESSIONAL LEGAL SERVICES RELATED TO OPIOID LITIGATION, AND DECLARING AN EMERGENCY.
-
13. Miscellaneous.
 14. Adjournment.



City of North Royalton

Mayor Robert A. Stefanik

Nick Cinquepalmi

Service Director

Service Department

440-582-3002

fax 440-582-3089

TO: Streets Committee / Cheryl Hannan, Chairman
Larry Antoskiewicz, Vice Chair
John Nickell

FROM: Nick Cinquepalmi, Service Director

DATE: March 5, 2018

RE: 2018 Road Supplies and Street Maintenance Program; Concrete Repairs

Please find attached the tally sheets from the February 28, 2018 bid opening for the 2018 Road Supplies and Street Maintenance Program; Concrete Repairs.

I am recommending placement on the March 20, 2018 Council Agenda accepting the bids for various portions of the 2018 Road Supplies and Street Maintenance Program; Concrete Repairs as the lowest and best bids for year 2018, as follows.

Set In Stone LLC
Concrete Repairs

If there are any questions, do not hesitate to contact me. Thanks.

/aca
Encl.

c: Mayor Robert Stefanik
Laura Haller, Legislative Director
File



**City of North Royalton Service Department
2018 ROAD SUPPLIES AND STREET MAINTENANCE PROGRAM
CONCRETE REPAIRS REBID**

OFFICIAL BID TABULATION (Bid Opening on February 28, 2018 at 9:00 am)

			Fourtounis Group LLC	T & J Cemen & Contractors, Inc	Set In Stone Contracting LLC
CONCRETE REPAIRS		UNIT	Unit Price	Unit Price	Unit Price
Concrete Removal, Disposal & Replacement (TO INCLUDE: Saw Cutting, Sub Base Removal, Disposal, Replacement & Compaction, Curb, 611 Monument Box or Water Valve Adjusted to Grade)	8" Slab	SQ YD	\$123.00	\$103.00	\$96.50
	10" Slab	SQ YD	\$128.00	\$113.00	\$106.75
	12" Slab	SQ YD	\$135.00	\$123.00	\$121.00
Handicap Curb Ramps Removal, Disposal & Replacement 48" X 24" ArmorTile ADA Sidewalk Ramp, 4" DEPTH, with Truncated dome (Model #22144, Color-Red) (To include Wire Mesh, W2.9 X W2.9, 6" x 6")		EACH	\$1,000.00	\$350.00	\$450.00
Sidewalk Removal, Disposal & Replacement (To include Wire Mesh, W2.9 x W2.9, 6" x 6")	4" Depth	SQ YD	\$99.00	\$63.00	\$57.00
Residential Driveway Apron Removal, Disposal & Replacement (Per City Specification, see Appendix A)	6" Depth	SQ YD	\$155.00	\$73.00	\$68.00
Commercial Driveway Apron Removal, Disposal & Replacement (Per City Specification, see Appendix A)	8" Depth	SQ YD	\$180.00	\$103.00	\$88.50
Additional Cost for Fast Set ODOT FS		CU YD	\$50.00	\$27.00	\$25.00

ORDINANCE NO. 18-30

INTRODUCED BY: Mayor Stefanik

AN ORDINANCE ESTABLISHING AN OHIO GOVERNMENT BENEFIT COOPERATIVE FUND,
AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton agreed to enter into the Ohio Government Benefit Cooperative, joint self-insurance pool in Ordinance No. 2017-28; and

WHEREAS: Upon entering into the Ohio Government Benefit Cooperative, the city’s Finance Director was appointed fiscal agent of the entity; and

WHEREAS: Section 1. e. of the consortium agreement requires the fiscal agent to account for the consortium activity in a “consortium fund”; and

WHEREAS: Council deems it is in the best interest of the city to create such a fund.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby directs the Director of Finance to create a fund in the financial records of the City of North Royalton as set forth below to account for all finance activity of the Ohio Government Benefit Cooperative Consortium, as required by the by-laws of the entity and the best practices of the Ohio State Auditor:

FUND 710 OHIO GOVERNMENT BENEFIT COOPERATIVE FUND

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to create a fund within the financial records of the City of North Royalton to account for all finance activity of the Ohio Government Benefit Cooperative Consortium, as required by the by-laws of the entity and the best practices of the Ohio State Auditor.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

AN ORDINANCE PROHIBITING CULTIVATORS, PROCESSORS AND RETAIL DISPENSARIES LICENSED UNDER CHAPTER 3796 OF THE OHIO REVISED CODE WITHIN THE CITY OF NORTH ROYALTON, OHIO, AND DECLARING AN EMERGENCY

WHEREAS: Council previously adopted Ordinance 16-128, Ordinance 17-18 and Ordinance 17-105 which established and reestablished a moratorium on the acceptance of any application for, or the granting of, any zoning certificate for any building, structure, use, expansion of use, or change of use that would enable the cultivation, processing, distribution or sale of medical marijuana in the City of North Royalton under Chapter 3796 of the Ohio Revised Code for a period of six months in order to study the effects of such business on the city; and

WHEREAS: Section 3796.29 of the Ohio Revised Code gives Council the authority to pass an Ordinance to prohibit, or limit the number of cultivators, processors, or retail dispensaries licensed under Chapter 3796 of the Ohio Revised Code within the city; and

WHEREAS: Council has determined to end the moratorium and pass this Ordinance to prohibit all cultivators, processors, or retail dispensaries licensed under Chapter 3796 of the Ohio Revised Code within the city.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Pursuant to the authority granted to this Council by Section 3796.29 of the Ohio Revised Code, this Council hereby determines to prohibit all cultivators, processors, or retail dispensaries licensed under Chapter 3796 of the Ohio Revised Code within the city.

Section 2. In the event the United States Congress amends federal law to legalize medical marijuana then Council shall conduct a review of this Ordinance at such a time.

Section 3. This Ordinance shall supersede all previously adopted Ordinances in direct conflict herewith.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to prohibit, or limit the number of cultivators, processors, or retail dispensaries licensed under Chapter 3796 of the Ohio Revised Code within the city.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

ORDINANCE NO. 18-32

INTRODUCED BY: Hannan, Antoskiewicz, Nickell
Co-Sponsor: Langshaw

AN ORDINANCE ACCEPTING THE BID OF SPECIALIZED CONSTRUCTION, INC. FOR THE 2018 SOUTH AKINS ROAD RESURFACING (YORK ROAD TO BENNETT ROAD) FOR AN AMOUNT NOT TO EXCEED \$279,799.38 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the 2018 South Akins Road Resurfacing (York Road to Bennett Road); and

WHEREAS: It has been determined that the bid of Specialized Construction, Inc. for an amount not to exceed \$279,799.38 is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby accepts the bid of Specialized Construction, Inc. for the 2018 South Akins Road Resurfacing (York Road to Bennett Road) for an amount not to exceed \$279,799.38 as the lowest and best bid as outlined in Exhibit A attached hereto.

Section 2. The Mayor is hereby authorized to enter into a contract with Specialized Construction, Inc. in a form approved by the Director of Law.

Section 3. The City Engineer is hereby authorized and directed to forward a certified copy of this Ordinance to Specialized Construction, Inc. and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the bid of Specialized Construction, Inc. for the 2018 South Akins Road Resurfacing (York Road to Bennett Road) so that this work may commence.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Robert A. Stefanik

Daniel J. Collins, P.E.
Assistant City Engineer

Diane Veverka
Engineering Secretary

Mark A. Schmitzer, P.E.

City Engineer

MEMORANDUM

To: Mayor Robert A. Stefanik
Laura Haller, Council Clerk
Eric Dean, Finance Director
Thomas A. Kelly, Law Director
Donna M. Vozar, Assistant Law Director

From: Mark Schmitzer, P.E., City Engineer

CC: Larry Antoskiewicz, President of Council

Date: 3/12/2018

Re: 2018 S. Akins Road Resurfacing (York Road to Bennett Road)
Recommendation of Contract Award

The bid opening for the 2018 S. Akins Road Resurfacing (York Road to Bennett Road) occurred on Monday, March 12, 2018 at 12:00pm at City Hall. The following is the official results of the bids submitted:

<u>Contractor</u>	<u>BASE BID AMOUNT</u>	<u>ALTERNATE BID AMOUNT</u>
1.) Chagrin Valley Paving, Inc.	\$ 265,329.54	\$ 287,569.98
2.) Crossroads Asphalt Recycling, Inc.	\$ 445,346.64	\$ 369,208.58
3.) Specialized Construction, Inc.	\$ 251,581.14	\$ 279,799.38
<i>Engineer's Opinion of Probable Cost</i>	<i>\$ 302,628.69</i>	<i>\$ 291,908.88</i>

(Please note that all bids include an 8% contingency.)

After extensive review of the submitted bids, the Engineering Department recommends Specialized Construction, Inc., who is qualified to perform the work, the award of the lowest and best bid of the alternate bid amount of **\$ 279,799.38**.

Attached to this Memorandum is the complete Official Bid Tabulation for the 2018 S. Akins Road Resurfacing (York Road to Bennett Road).

City of North Royalton
2018 S. Akins Road Resurfacing (York Road to Bennett Road)

OFFICIAL BID TABULATION (Bid Opening held on Monday, March 12, 2018 at 12:00 PM)



Line No.	Description	Units	Qty.	ENGINEER'S ESTIMATE		Chagrin Valley Paving, Inc.		Crossroads Asphalt Recycling, Inc.		Specialized Construction, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Pre-Post Construction Photography, SPCL	L.S.	1	\$1,500.00	\$1,500.00	\$1,000.00	\$1,000.00	\$750.00	\$750.00	\$350.00	\$350.00
2	Mobilization, ODOT ITEM 624	L.S.	1	\$20,000.00	\$20,000.00	\$29,000.00	\$29,000.00	\$15,000.00	\$15,000.00	\$20,000.00	\$20,000.00
3	Asphalt Pavement Planing (3"), ODOT ITEM 254	S.Y.	5,940	\$2.50	\$14,850.00	\$2.90	\$17,226.00	\$3.50	\$20,790.00	\$5.00	\$29,700.00
4	Pavement Repair, ODOT ITEM 253	S.Y.	1,960	\$50.00	\$98,000.00	\$30.00	\$58,800.00	\$100.00	\$196,000.00	\$15.00	\$29,400.00
5	Single Chip Seal, 3/8" thick, ODOT ITEM 422	S.Y.	5,940	\$2.50	\$14,850.00	\$2.40	\$14,256.00	\$3.00	\$17,820.00	\$2.35	\$13,959.00
6	Asphalt Concrete Intermediate Course (1-1/2"), Type 2 (448), ODOT ITEM 441	C.Y.	250	\$135.00	\$33,750.00	\$120.00	\$30,000.00	\$145.00	\$36,250.00	\$160.00	\$40,000.00
7	Asphalt Concrete Surface Course (1-1/2"), Type 1 (448), PG64-22, ODOT ITEM 441	C.Y.	263	\$165.00	\$43,395.00	\$150.00	\$39,450.00	\$190.00	\$49,970.00	\$190.00	\$49,970.00
8	Tack Coat for Surface Course (0.05 gal per S.Y.), ODOT ITEM 407	Gal.	313	\$2.25	\$704.25	\$2.00	\$626.00	\$4.00	\$1,252.00	\$2.00	\$626.00
9	Excavation, ODOT ITEM 203	C.Y.	153	\$30.00	\$4,590.00	\$10.00	\$1,530.00	\$60.00	\$9,180.00	\$15.00	\$2,295.00
10	Subgrade Compaction, ODOT ITEM 204	S.Y.	459	\$1.50	\$688.50	\$0.50	\$229.50	\$8.00	\$3,672.00	\$0.50	\$229.50
11	Compacted Aggregate (for Berm), ODOT ITEM 617	C.Y.	168	\$65.00	\$10,920.00	\$50.00	\$8,400.00	\$100.00	\$16,800.00	\$65.00	\$10,920.00
12	White Edge Line (4" wide), Type 1, ODOT ITEM 642	MI.	1.01	\$600.00	\$606.00	\$750.00	\$757.50	\$750.00	\$757.50	\$700.00	\$707.00
13	Centerline (Double Yellow), Type 1, ODOT ITEM 642	MI.	0.51	\$1,200.00	\$612.00	\$1,650.00	\$841.50	\$1,650.00	\$841.50	\$1,800.00	\$918.00
14	24" Stop Line (White), Type 1, ODOT ITEM 640	L.F.	24	\$4.00	\$96.00	\$3.50	\$84.00	\$3.50	\$84.00	\$4.00	\$96.00
15	Maintaining Traffic, ODOT ITEM 614	L.S.	1	\$20,000.00	\$20,000.00	\$26,000.00	\$26,000.00	\$22,000.00	\$22,000.00	\$24,000.00	\$24,000.00
16	Asphalt Concrete for Maintaining Traffic, ODOT ITEM 614	C.Y.	20	\$125.00	\$2,500.00	\$250.00	\$5,000.00	\$285.00	\$5,700.00	\$20.00	\$400.00
17	Temporary Sediment & Erosion Control, ODOT ITEM 832	L.S.	1	\$1,000.00	\$1,000.00	\$100.00	\$100.00	\$1.00	\$1.00	\$50.00	\$50.00
18	Miscellaneous Metals, SPCL	LBS.	500	\$1.25	\$625.00	\$1.70	\$850.00	\$1.70	\$850.00	\$1.00	\$500.00
19	Monument Box Adjusted to Grade, ODOT ITEM 604	Each	3	\$500.00	\$1,500.00	\$500.00	\$1,500.00	\$650.00	\$1,950.00	\$100.00	\$300.00
20	Water Valve Box Adjusted to Grade, ODOT ITEM 611	Each	5	\$400.00	\$2,000.00	\$400.00	\$2,000.00	\$505.00	\$2,525.00	\$100.00	\$500.00
21	Void Reducing Asphalt Membrane (VRAM), SPCL	L.F.	2,675	\$3.00	\$8,025.00	\$3.00	\$8,025.00	\$3.80	\$10,165.00	\$3.00	\$8,025.00
	CONSTRUCTION SUBTOTAL				\$280,211.75		\$245,675.50		\$412,358.00		\$232,945.50
22	Contingency, 8% of the Sum of Line Items 1 thru 21, SPCL	L.S.	1		\$22,416.94		\$19,654.04		\$32,988.64		\$18,635.64
	CONSTRUCTION TOTAL - BASE BID				\$302,628.69		\$265,329.54		\$445,346.64		\$251,581.14
	(ITEM NUMBERS 1 THRU 22)										
	*** ALTERNATE BID ITEMS ***										
3-A	Single Pass Asphalt Recycling, SPCL	S.Y.	5,940	\$6.25	\$37,125.00	\$7.60	\$45,144.00	\$8.55	\$50,787.00	\$7.00	\$41,580.00
3-A1	Cyclogen & CSS-1, SPCL	Gal.	14,850	\$2.75	\$40,837.50	\$2.60	\$38,610.00	\$2.95	\$43,807.50	\$2.40	\$35,640.00
3-A2	Tack Coat for Recycled/Reclaimed Course, 0.075 gal per S.Y., ODOT ITEM 407	Gal.	446	\$2.25	\$1,003.50	\$2.00	\$892.00	\$4.00	\$1,784.00	\$3.00	\$1,338.00
4-A	Pavement Repair, ODOT ITEM 253	S.Y.	594	\$50.00	\$29,700.00	\$30.00	\$17,820.00	\$100.00	\$59,400.00	\$15.00	\$8,910.00
6-A	Asphalt Concrete Intermediate Course (1-3/4"), ODOT ITEM 448, Type 2 (448), ODOT ITEM 441	C.Y.	303	\$135.00	\$40,905.00	\$120.00	\$36,360.00	\$145.00	\$43,935.00	\$165.00	\$49,995.00
7-A	Asphalt Concrete Surface Course (1-1/4"), ODOT ITEM 448, Type 1 (448), PG64-22, ODOT ITEM 441	C.Y.	234	\$165.00	\$38,610.00	\$150.00	\$35,100.00	\$190.00	\$44,460.00	\$195.00	\$45,630.00
8-A	Tack Coat for Surface Course (0.05 gal. per S.Y.), ODOT ITEM 407	Gal.	330	\$2.25	\$742.50	\$2.00	\$660.00	\$4.00	\$1,320.00	\$2.00	\$660.00
9-A	Hybrid Paving Mat (GlasPave 50), complete per spec, SPCL	S.Y.	335	\$20.00	\$6,700.00	\$19.00	\$6,365.00	\$18.18	\$6,090.30	\$18.00	\$6,030.00
	CONSTRUCTION SUBTOTAL				\$270,286.00		\$266,268.50		\$341,859.80		\$259,073.50
22-A	Contingency, 8% of the Sum of Line Items 1 thru 21 PLUS 3-A, 3-A1, 3-A2, 4-A, 6-A, 7-A, 8-A & 9-A (NOT INCLUDING Item Numbers 3, 4, 5, 6, and 7), SPCL				\$21,622.88		\$21,301.48		\$27,348.78		\$20,725.88
	CONSTRUCTION TOTAL - ALTERNATE BID				\$291,908.88		\$287,569.98		\$369,208.58		\$279,799.38
	(ITEM NUMBERS "1" THRU "22", NOT INCLUDING ITEM NUMBERS "3", "4", "5", "6" "7" AND "22", BUT INCLUDING "3-A", "3-A1", "3-A2", "4-A", "6-A", "7-A", "8-A", "9-A" AND "22-A")										

*** Lowest and Best Bid ***
(for BASE BID & ALTERNATE BID)

ORDINANCE NO. 18-33

INTRODUCED BY: Hannan, Antoskiewicz, Nickell
Co-Sponsor: Langshaw

AN ORDINANCE ACCEPTING THE BID OF CHAGRIN VALLEY PAVING, INC. FOR THE 2018 EDGERTON ROAD RESURFACING (BENNETT ROAD TO EAST OF RIDGE ROAD) FOR AN AMOUNT NOT TO EXCEED \$564,996.92 AS THE LOWEST AND BEST BID, AND DECLARING AN EMERGENCY

WHEREAS: The City of North Royalton has advertised for bids for the 2018 Edgerton Road Resurfacing (Bennett Road to east of Ridge Road); and

WHEREAS: It has been determined that the bid of Chagrin Valley Paving, Inc. for an amount not to exceed \$564,996.92 is the lowest and best bid; and

WHEREAS: Council desires to accept this bid.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby accepts the bid of Chagrin Valley Paving, Inc. for the 2018 Edgerton Road Resurfacing (Bennett Road to east of Ridge Road) for an amount not to exceed \$564,996.92 as the lowest and best bid as outlined in Exhibit A attached hereto.

Section 2. The Mayor is hereby authorized to enter into a contract with Chagrin Valley Paving, Inc. in a form approved by the Director of Law.

Section 3. The City Engineer is hereby authorized and directed to forward a certified copy of this Ordinance to Chagrin Valley Paving, Inc. and all certified checks and bonds are hereby authorized to be returned to the unsuccessful bidders.

Section 4. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 5. This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the city, and for the further reason that it is immediately necessary to accept the bid of Chagrin Valley Paving, Inc. for the 2018 Edgerton Road Resurfacing (Bennett Road to east of Ridge Road) so that this work may commence.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

PRESIDENT OF COUNCIL

APPROVED: _____
MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:



City of North Royalton

Mayor Robert A. Stefanik

Daniel J. Collins, P.E.
Assistant City Engineer

Diane Veverka
Engineering Secretary

Mark A. Schmitzer, P.E.

City Engineer

MEMORANDUM

To: Mayor Robert A. Stefanik
Laura Haller, Council Clerk
Eric Dean, Finance Director
Thomas A. Kelly, Law Director
Donna M. Vozar, Assistant Law Director

From: Mark Schmitzer, P.E., City Engineer

CC: Larry Antoskiewicz, President of Council

Date: 3/12/2018

Re: 2018 Edgerton Road Resurfacing (Bennett Road to east of Ridge Road)
Recommendation of Contract Award

The bid opening for the 2018 Edgerton Road Resurfacing (Bennett Road to east of Ridge Road) occurred on Monday, March 12, 2018 at 12:00pm at City Hall. The following is the official results of the bids submitted:

<u>Contractor</u>	<u>BASE BID AMOUNT</u>	<u>ALTERNATE BID AMOUNT</u>
1.) Chagrin Valley Paving, Inc.	\$ 525,206.16	\$ 564,996.92
2.) Crossroads Asphalt Recycling, Inc.	\$ 933,466.14	\$ 880,585.34
3.) Specialized Construction, Inc.	\$ 496,682.28	\$ 570,483.54
<i>Engineer's Opinion of Probable Cost</i>	<i>\$ 575,146.17</i>	<i>\$ 571,113.45</i>

(Please note that all bids include an 8% contingency.)

After extensive review of the submitted bids, the Engineering Department recommends Chagrin Valley Paving, Inc., who is qualified to perform the work, the award of the lowest and best bid of the alternate bid amount of \$ 564,996.92.

Attached to this Memorandum is the complete Official Bid Tabulation for the 2018 Edgerton Road Resurfacing (Bennett Road to east of Ridge Road).

City of North Royalton
2018 Edgerton Road Resurfacing (Bennett Road to east of Ridge Road)

OFFICIAL BID TABULATION (Bid Opening held on Monday, March 12, 2018 at 12:00 PM)



NOTES: **BOLD RED** FONT INDICATES MATHEMATICAL ERROR IN SUBMITTED BID.
Corrected value is shown to Qualify Bid.

Line No.	Description	Units	Qty.	ENGINEER'S ESTIMATE		Chagrin Valley Paving, Inc.		Crossroads Asphalt Recycling, Inc.		Specialized Construction, Inc.	
				Unit Price	Total	Unit Price	Total	Unit Price	Total	Unit Price	Total
1	Pre-Post Construction Photography, SPCL	L.S.	1	\$2,500.00	\$2,500.00	\$1,000.00	\$1,000.00	\$800.00	\$800.00	\$350.00	\$350.00
2	Mobilization, ODOT ITEM 624	L.S.	1	\$20,000.00	\$20,000.00	\$50,000.00	\$50,000.00	\$36,800.00	\$36,800.00	\$25,000.00	\$25,000.00
3	Asphalt Pavement Planing (3"), ODOT ITEM 254	S.Y.	9,425	\$2.50	\$23,562.50	\$2.10	\$19,792.50	\$3.00	\$28,275.00	\$2.75	\$25,918.75
4	Pavement Repair, ODOT ITEM 253	S.Y.	3,110	\$50.00	\$155,500.00	\$40.00	\$124,400.00	\$90.00	\$279,900.00	\$15.00	\$46,650.00
5	Single Chip Seal, 3/8" thick, ODOT ITEM 422	S.Y.	11,315	\$2.50	\$28,287.50	\$2.00	\$22,630.00	\$2.50	\$28,287.50	\$1.95	\$22,064.25
6	Asphalt Concrete Intermediate Course (1-1/2"), Type 2 (448), ODOT ITEM 441	C.Y.	475	\$135.00	\$64,125.00	\$115.00	\$54,625.00	\$146.00	\$69,350.00	\$145.00	\$68,875.00
7	Asphalt Concrete Surface Course (1-1/2"), Type 1 (448), PG64-22, ODOT ITEM 441	C.Y.	492	\$165.00	\$81,180.00	\$140.00	\$68,880.00	\$189.00	\$92,988.00	\$165.00	\$81,180.00
8	Tack Coat for Surface Course (0.05 gal per S.Y.), ODOT ITEM 407	Gal.	585	\$2.25	\$1,316.25	\$2.00	\$1,170.00	\$5.00	\$2,925.00	\$2.00	\$1,170.00
9	Excavation, ODOT ITEM 203	C.Y.	733	\$30.00	\$21,990.00	\$10.00	\$7,330.00	\$95.00	\$69,635.00	\$15.00	\$10,995.00
10	Subgrade Compaction, ODOT ITEM 204	S.Y.	2,827	\$1.50	\$4,240.50	\$0.50	\$1,413.50	\$8.00	\$22,616.00	\$1.00	\$2,827.00
11	Compacted Aggregate (for Berm), ODOT ITEM 617	C.Y.	297	\$65.00	\$19,305.00	\$50.00	\$14,850.00	\$77.00	\$22,869.00	\$60.00	\$17,820.00
12	White Edge Line (4" wide), Type 1, ODOT ITEM 642	Ml.	1.61	\$600.00	\$966.00	\$600.00	\$966.00	\$600.00	\$966.00	\$600.00	\$966.00
13	Centerline (Double Yellow), Type 1, ODOT ITEM 642	Ml.	0.80	\$1,200.00	\$960.00	\$1,200.00	\$960.00	\$1,200.00	\$960.00	\$1,200.00	\$960.00
14	24" Stop Line (White), Type 1, ODOT ITEM 640	L.F.	50	\$4.00	\$200.00	\$4.00	\$200.00	\$4.00	\$200.00	\$4.00	\$200.00
15	Maintaining Traffic, ODOT ITEM 614	L.S.	1	\$20,000.00	\$20,000.00	\$33,000.00	\$33,000.00	\$50,000.00	\$50,000.00	\$41,000.00	\$41,000.00
16	Asphalt Concrete for Maintaining Traffic, ODOT ITEM 614	C.Y.	20	\$125.00	\$2,500.00	\$250.00	\$5,000.00	\$275.00	\$5,500.00	\$20.00	\$400.00
17	Temporary Sediment & Erosion Control, ODOT ITEM 832	L.S.	1	\$1,500.00	\$1,500.00	\$100.00	\$100.00	\$1.00	\$1.00	\$50.00	\$50.00
18	Miscellaneous Metals, SPCL	LBS.	500	\$1.25	\$625.00	\$1.70	\$850.00	\$1.70	\$850.00	\$1.00	\$500.00
19	Monument Box Adjusted to Grade, ODOT ITEM 604	Each	2	\$500.00	\$1,000.00	\$450.00	\$900.00	\$570.00	\$1,140.00	\$100.00	\$200.00
20	Water Valve Box Adjusted to Grade, ODOT ITEM 611	Each	8	\$400.00	\$3,200.00	\$300.00	\$2,400.00	\$350.00	\$2,800.00	\$100.00	\$800.00
21	Manhole Adjusted to Grade, ODOT ITEM 611	Each	7	\$700.00	\$4,900.00	\$550.00	\$3,850.00	\$565.00	\$3,955.00	\$250.00	\$1,750.00
22	Mailbox Support & Reset, SPCL	Each	48	\$50.00	\$2,400.00	\$200.00	\$9,600.00	\$300.00	\$14,400.00	\$30.00	\$1,440.00
23	Replace Ex. Loop Detector, complete, SPCL	Each	3	\$1,000.00	\$3,000.00	\$1,200.00	\$3,600.00	\$1,500.00	\$4,500.00	\$1,300.00	\$3,900.00
24	Void Reducing Asphalt Membrane (VRAM), SPCL	L.F.	4,240	\$3.00	\$12,720.00	\$2.50	\$10,600.00	\$3.20	\$13,568.00	\$2.50	\$10,600.00
25	Asphalt Concrete Base (8" thick), PG64-22, ODOT ITEM 301	C.Y.	419.0	\$135.00	\$56,565.00	\$115.00	\$48,185.00	\$265.00	\$111,035.00	\$225.00	\$94,275.00
	CONSTRUCTION SUBTOTAL				\$532,542.75		\$486,302.00		\$864,320.50		\$459,891.00
26	Contingency, 8% of the Sum of Line Items 1 thru 25, SPCL	L.S.	1		\$42,603.42		\$38,904.16		\$69,145.64		\$36,791.28
	CONSTRUCTION TOTAL - BASE BID				\$575,146.17		\$525,206.16		\$933,466.14		\$496,682.28
	<i>(ITEM NUMBERS 1 THRU 25)</i>										
	*** ALTERNATE BID ITEMS ***										
3-A	Single Pass Asphalt Recycling, SPCL	S.Y.	11,315	\$6.25	\$70,718.75	\$7.60	\$85,994.00	\$9.75	\$110,321.25	\$6.50	\$73,547.50
3-A1	Cyclogen & CSS-1, SPCL	Gal.	28,288	\$2.75	\$77,792.00	\$2.60	\$73,548.80	\$2.60	\$73,548.80	\$2.25	\$63,648.00
3-A2	Tack Coat for Recycled/Reclaimed Course, 0.075 gal per S.Y., ODOT ITEM 407	Gal.	849	\$2.25	\$1,910.25	\$2.00	\$1,698.00	\$4.75	\$4,032.75	\$3.00	\$2,547.00
4-A	Pavement Repair, ODOT ITEM 253	S.Y.	1,132	\$50.00	\$56,600.00	\$40.00	\$45,280.00	\$92.00	\$104,144.00	\$15.00	\$16,980.00
6-A	Asphalt Concrete Intermediate Course (1-3/4"), ODOT ITEM 448, Type 2 (448), ODOT ITEM 441	C.Y.	550	\$135.00	\$74,250.00	\$115.00	\$63,250.00	\$146.00	\$80,300.00	\$150.00	\$82,500.00
7-A	Asphalt Concrete Surface Course (1-1/4"), ODOT ITEM 448, Type 1 (448), PG64-22, ODOT ITEM 441	C.Y.	410	\$165.00	\$67,650.00	\$140.00	\$57,400.00	\$189.00	\$77,490.00	\$180.00	\$73,800.00
	CONSTRUCTION SUBTOTAL				\$528,808.75		\$523,145.30		\$815,356.80		\$528,225.50
26-A	Contingency, 8% of the Sum of Line Items 1 thru 25 PLUS 3-A, 3-A1, 3-A2, 4-A, 6-A, & 7-A (NOT INCLUDING Item Numbers 3, 4, 5, 6, and 7), SPCL				\$42,304.70		\$41,851.62		\$65,228.54		\$42,258.04
	CONSTRUCTION TOTAL - ALTERNATE BID				\$571,113.45		\$564,996.92		\$880,585.34		\$570,483.54
	<i>(ITEM NUMBERS "1" THRU "26", NOT INCLUDING ITEM NUMBERS "3", "4", "5", "6" "7" AND "26", BUT INCLUDING "3-A", "3-A1", "3-A2", "4-A", "6-A", "7-A", AND "26-A")</i>										

*** Lowest and Best Bid ***
(for ALTERNATE BID)

*** Lowest and Best Bid ***
(for BASE BID)

ORDINANCE NO. 18-34

INTRODUCED BY: Mayor Stefanik
Co-Sponsor: Langshaw

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH KELLEY AND FERRARO, LLP FOR PROFESSIONAL LEGAL SERVICES RELATED TO OPIOID LITIGATION, AND DECLARING AN EMERGENCY

WHEREAS: Similar to many cities across the country, the City of North Royalton has experienced an exponential rise in drug overdoses directly related to the opioid epidemic; and

WHEREAS: The City of North Royalton has expended and continues to expend significant financial resources to respond to the impact of opioid drug use through the activities of its law enforcement, emergency services and prosecutorial services; and

WHEREAS: The Administration and Council believe that it is now in the best interest of the city to enter into a Special Counsel Agreement, Contract/Retainer Agreement with Kelley and Ferraro, LLP for the provision of professional legal services to the City of North Royalton with respect to opioid litigation; and

WHEREAS: Said attorneys will represent the City of North Royalton’s interests in its claim or claims for economic losses arising out of the alleged fraudulent and negligent marketing and distribution of various prescription drugs known as opioids, and the resulting adverse consequences to the city and its residents; and

WHEREAS: Council desires to authorize the Mayor to enter into this agreement.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF NORTH ROYALTON , COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

Section 1. Council hereby authorizes the Mayor to enter into a Special Counsel Agreement, Contract/Retainer Agreement with Kelley and Ferraro, LLP for the provision of professional legal services pursuant to terms and conditions approved by the Director of Law and substantially similar to a copy of which is attached hereto as Exhibit A and incorporated as if fully rewritten.

Section 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

Section 3. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health, safety and welfare of the city, and for the further reason that it is immediately necessary for the retention of such special legal services to participate in significant opioid litigation, in order to protect the legal and financial interests of the City of North Royalton.

THEREFORE, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, from and after the earliest period allowed by law.

_____ APPROVED: _____
PRESIDENT OF COUNCIL MAYOR

DATE PASSED: _____ DATE APPROVED: _____

ATTEST: _____
DIRECTOR OF LEGISLATIVE SERVICES

YEAS:

NAYS:

**KELLEY & FERRARO, LLP
FEE AGREEMENT**

This Agreement (“Agreement”) is made this _____ day of _____, 2018, between: the city of North Royalton (herein referred to as “Client” and **KELLEY & FERRARO, LLP** (“Attorneys”). In consideration of the mutual promises herein contained, the parties herein agree as follows:

I. Purpose of Representation

Client agrees to retain Kelley & Ferraro, LLP to investigate and prosecute any potential claim(s) Client may have against the drug manufacturers and/or pharmaceutical companies, pharmacy retailers, sellers and/or distributors of prescription opioid pain medications for the recovery of any and all costs, damages or loss, including but not limited to, any subrogation and/or reimbursement claims and/or any other claims that may be brought by Client in equity or under the applicable Federal or State law, related to the provision of care, services and/or supplies including the delivery of prescription opioid medications, treatments, hospitalizations, addiction and rehabilitation treatment, overdose or other opioid-related health-care services.

II. Services

Attorney agrees to perform legal services reasonably required to prosecute Client’s claim to judgment in a trial court in Ohio, or any other jurisdiction which Attorney believes would be in Client’s best interest.

III. Attorneys’ Fee

In consideration of Attorneys’ services rendered and to be rendered as set out above, it is agreed that Kelley & Ferraro, LLP shall receive twenty five percent (25%) of any settlement, verdict, judgment and/or recovery of any kind obtained for or on behalf of Client, as its legal fee.

Client understands that the Attorney fee stated above, is of the total recovery or settlement before any costs, expenses, or disbursements are deducted. The Client understands and agrees that all costs, expenses, and disbursements are paid out of the Client’s portion of the recovery, and not out of the Attorneys’ fee.

The interest assigned and conveyed to Attorneys is based upon the total amount recovered, and the fact that some portion of the amount recovered may be designated as “attorneys fees” by the Court or settling party will not limit the compensation to be paid under this Agreement.

It is understood and agreed that the Client is employing Attorney as set forth herein, and that if no recovery is made, Client will not owe Attorney any sums whatsoever as Attorneys' fees or expenses.

IV. No Guarantee of Results

It is understood and agreed that Attorneys cannot warrant or guarantee the outcome of the case, and Attorneys have not represented to the Client that the Client will recover any damages, compensation or other funds so desired. The Client has also been informed that obtaining a judgment does not guarantee that the opposing parties will be capable or willing to satisfy the judgment.

V. Court Costs and Expenses

Attorneys may advance any or all of the court costs and expenses that appear to the Attorneys to be reasonably necessary for the investigation, preparation, trial, and/or settlement of this matter. The Client agrees that all other such costs and expenses advanced or incurred by the Attorneys shall be deducted from any recovery obtained for the Client by Kelley & Ferraro, LLP on any matter which Kelley & Ferraro, LLP represents the Client. The Attorneys' contingency fee shall be computed on the total recovery without deduction for costs, expenses, disbursements or subrogation reductions.

The terms "court costs" and "expenses" include, without limitation, filing fees, court costs, expert fees (regarding, without limitation, evaluation, reports and/or testimony), consultant fees, court reporter fees, record service fees, photocopying, postage, telephone, messenger and delivery charges, travel expenses, computer research fees, preparation of exhibits and photographs, investigative fees and expenses, court-mandated expenditures, specialized outside counsel fees and expenses (*i.e.*, probate, taxation, bankruptcy), any expenses of a structured settlement, medical records, subpoenas, and all other reasonable and necessary costs and expenses which the Attorneys in their professional judgment, determine to be reasonably needed to the prosecution and/or settlement of the Claims of the Client.

In the event it is necessary for the Attorneys to advance costs, such advancements may be taken in its entirety out of the Client's initial settlements or awards and/or out of any settlement or award obtained on the Client's behalf.

VI. Cooperation of Client

Client agrees to cooperate with Attorneys at all times. Client further agrees to keep Attorneys advised of Client's whereabouts (and provide changes of address and telephone numbers), shall appear on reasonable notice, shall appear for all depositions and court appearances upon reasonable notice, and shall comply with all reasonable requests of Attorneys in connection with the preparation and presentation of the aforesaid Claims and causes of action of the Client.

Attorneys may, at their option, withdraw from the case and cease to represent Client should Client fail to comply with any portion of this Agreement or should Attorneys decide that they cannot continue to be involved in the Claim.

VII. Power of Attorney/Proxy

No settlement of said claims shall be made by the undersigned except by and through the Attorney. Client hereby gives Attorney the power and authority to execute any and all pleadings, claims, contracts, settlements, drafts, checks, compromises, releases, dismissals, deposits, orders and other papers which Client could properly execute, and to receive in the name and stead of Client any monies or other things of value which may properly be payable to deliverable to Client on account of any judgment recovered or any settlement agreed to in connection with the claims described herein. Client hereby expressly gives Attorney the power, authority, and proxy to vote in their stead in any and all bankruptcy matters.

VIII. Association of or Assignment to Other Attorneys

Attorneys may associate any other attorney in the representation of the claims. Further, Attorneys may assign this matter and this Agreement to other attorneys of their choice upon notice to and consent of the Client. Client understands that the attorneys of Kelley & Ferraro, LLP may be sharing attorneys' fees and expenses with other lawyers or law firms and Client consents to any such fee and expense sharing agreement. Client further understands that any such fee and expense sharing agreement reached between the attorneys of Kelley & Ferraro, LLP and any other lawyers or law firms will NOT change in any manner the contractual obligation as detailed in this Agreement.

IX. Technology-Related Confidentiality Issues

Client understands and acknowledges that, like most practicing attorneys, Kelley & Ferraro, LLP, or Attorney uses many available technologies. These include email, electronic databases of important information, including client confidential information, as well as the Internet for factual and legal research, storage, access to, and sharing of documents and information among authorized persons. Although Kelley & Ferraro, LLP, or Attorney takes all reasonable precautions to preserve and maintain the confidentiality of our clients' information, in light of the constantly changing technological environment, Attorney cannot guarantee that some of that information will not be intercepted, accessed by, or revealed to unauthorized persons, without Attorney's knowledge. By accepting legal assistance from Kelley & Ferraro, LLP or Attorney, the Client understands and accepts these risks and undertakes to raise any concerns about this aspect of our representation with Attorney working on the Matter.

X. Termination of Representation

Client may, at any time and for any reason, discharge Kelley & Ferraro, LLP from

representing them. Attorney may terminate this Agreement and cease representation of Client if Client does not meet his or her responsibilities in this Matter, as outlined herein. Attorney may also terminate this Agreement if, in Attorney's determinations, it would be infeasible to continue representation. Attorney will provide Client with reasonable advance notice before any termination of this Agreement.

Client understands that Attorney will not be responsible for any work on the Matter after the Representation Period, except as may be required by the Rules of Professional Conduct and/or an order of the court in which Client has a pending case. Client authorizes Attorney to move to withdraw from representation if the Matter involves pending litigation at the end of the Representation Period, and Client specifically consents to such withdrawal, provided that Attorney takes all action reasonably necessary to ensure that Client's case is not compromised and that Client has an adequate opportunity to obtain new representation.

If the Representation Period ends for any reason and Client notifies Attorney that Client has engaged a new attorney or otherwise notifies Attorney that Client has obtained a new attorney to represent Client in connection with the Matter, that notification will constitute authorization for Attorney to provide the succeeding attorney with full access to Client's file from Attorney, including all confidential and privileged information contained therein and to communicate freely with the attorney and attorney's employees about the Matter. Client agrees that Attorney has a claim for expenses of litigation and unpaid Attorney fees which will become due upon receipt of Client's termination notification.

IX. Prior Agreements Superseded

This Agreement constitutes the sole and only agreement of the parties hereto and supersedes any prior understandings or written or oral agreements between the parties with respect to its subject matter.

Client certifies and acknowledges that Client has had the opportunity to read this five (5) page Agreement, has been provided a copy of this Agreement, and has knowingly and voluntarily entered into this Agreement fully aware of its terms and conditions. Client further certifies and acknowledges that the decision to pursue these claims and to employ these particular Attorneys are solely Client's independent decisions after carefully considering the matters.

EXECUTED on the day and year noted above.

CLIENT SIGNATURES:

ATTORNEY SIGNATURE:

Printed Name:

Signature

Title

JAMES L. FERRARO (0076089)
JOHN MARTIN MURPHY (0066221)
KELLEY & FERRARO, LLP
Ernst & Young Tower
950 Main Avenue, Suite 1300
Cleveland, Ohio 44113
(216) 575-0777