

AN ORDINANCE CONFIRMING THE APPOINTMENT OF
DON ELEWSKI AS MUNICIPAL ENGINEER AND
DECLARING
AN EMERGENCY

Be It Ordained by the Council of the Village of Richfield, State of Ohio, two-thirds (2/3) of the members elected thereto concurring:

Section 1: That the appointment by the Mayor of Don Elewski as Municipal Engineer for the Village of Richfield, State of Ohio pursuant to Article XIV of the Charter of the Village of Richfield, Ohio be, and the same hereby is, approved; provided, however, that such appointment or employment may be terminated by not less than thirty (30) days written notice from the Village to the Municipal Engineer, such notice to be previously authorized by resolution passed in conformance with Article XIV, Section 14.01 of the Richfield Charter, or upon thirty (30) days notice by the said Municipal Engineer to the Council of the Village.

Section 2: That the Municipal Engineer shall perform such duties as are prescribed by the Charter and are authorized and directed by the Mayor or act of Council.

Section 3: That the Mayor/ and Director of Finance are hereby authorized to enter into a contract on behalf of the Village of Richfield, Ohio with Elewski and Associates, Inc., Engineer, a copy of which contract is attached hereto as Exhibit "A" and incorporated herein fully as if by reference. The contract shall provide for compensation and services for a period of one (1) year from January 1, 1988 through December 31, 1988.

Section 4: This ordinance is determined to be an emergency measure necessary for the immediate preservation of the public peace, health, or safety for the reason of our need of legal counsel and provided this Ordinance receives the affirmative vote of two-thirds of the members elected or appointed, it shall take effect and be in force from and after its approval by the Mayor; otherwise it shall take effect and be in force from and after the earliest date provided by law.

Passed: 1/19/88

President of Council

Mayor
Dated: 1/19/88

Attest:

Clerk of Council

EXHIBIT "A"
CONTRACT AND AGREEMENT

BETWEEN THE VILLAGE OF RICHFIELD, OHIO
AND ELEWSKI & ASSOCIATES, INC., ENGINEER

THIS AGREEMENT, made this _____ day of _____,
in the year Nineteen Hundred Eighty-Eight, by and between the
Village of Richfield, an Ohio Municipal Corporation, hereinafter
called the VILLAGE, and Elewski & Associates, Inc., Engineer,
of 7311 Valley View Drive, Independence, Ohio 44131,
hereinafter called the ENGINEER:

WITNESSETH, that

WHEREAS, the VILLAGE wishes to employ a qualified Engineer,
registered in the State of Ohio to perform the engineering and
surveying services necessary to meet the challenges and needs
of this growing community through the coming years for and on
behalf of the VILLAGE as hereinafter set forth; and
WHEREAS, said ENGINEER is duly admitted to practice in the
State of Ohio as required by law, holding Engineer's
Certificate No. 28268, and desires to perform such
services for the compensation hereinafter described.

SECTION I

The ENGINEER shall provide the following services:

- (a) Prepare necessary plans, profiles, specifications and estimates of cost of every kind for such public improvements as he may be authorized by Council to prepare.
- (b) Supervise and serve as the representative of the municipality in the execution of such public work undertaken by this Council, pursuant to plans and specifications approved by this Council, as they may have prepared material for, pursuant to paragraphs (a) and (b) hereof.

(c) Supervise and direct all inspectors appointed by the Village and such inspectors shall report to and receive their instructions for the ENGINEER relative to the improvements covered in paragraphs (a) and (b) hereof.

(d) Furnish to the Council, plans, specifications and estimates of cost and such improvements for the information and guidance of contractors dealing with the municipality.

(e) Upon request, shall make and deliver to this Council monthly reports of the progress of improvements under his charge, stating conditions of same, together with any other matters of interest, desired by this Council. All plans shall be the property of the municipality, and when so directed by the Council, be filed in the Clerk's office upon completion of any improvement.

(f) Be available to any department of the municipality and to any official acting in his official capacity.

(g) Check and approve all plans for proposed works within the jurisdiction of the VILLAGE, prepared by other consultants.

(h) To be available for consultations and conferences with the Mayor, and other Directors and members of the Village administration.

SECTION II

Provide necessary Consulting Engineering Services including field and office, to facilitate Section I.

SECTION III

Provide necessary assessment services when required by the Village Council.

PERFORMANCES BY VILLAGE

This proposal is based upon the assumption that the VILLAGE without expense to the ENGINEER, will:

- (a) Furnish all legal services which may be required.
- (b) Make available from its files, data relating to all engineering problems.
- (c) Furnish testing and laboratory inspecting services.

FEES AND PAYMENTS

(a) For attendance at regular or special meetings of Council, and regular meetings of the Planning Commission, the Engineer shall be paid at the rate of two-hundred dollars (\$200.00) per month, to be paid at the end of each month.

(b) For the several services as particularized herein and for Supplemental Services as described hereafter to the extent that all services are ordered and furnished, the VILLAGE agrees to pay and we agree to accept as full compensation for such services, fees in the amounts and at times as follows:

SECTION IV

The following stipulations and definitions shall apply to this ordinance:

(a) The schedule of fees provided for herein shall cover engineering services including preliminary estimates and preliminary reports; general supervision of construction, including staking of improvements; preparation of monthly and final estimates for contractors' payments. The schedule of fees does not include inspection of construction; shop, mill, field, or laboratory inspection of materials or cost of test borings and other sub-surface explorations, which services shall be furnished by the Village of Richfield, or at the Village's option may be provided by the Engineer at the hourly rate hereinafter provided, nor does the schedule include property, boundary or right-of-way or topographical surveys' or calculations of special assessments which, if required, shall be furnished by the Engineer at the hourly rate hereinafter provided.

(b) "General Supervision" is defined as supervision of the construction by periodical visits by the Engineer or his representative from the office of the Engineer.

(c) "Inspector" is defined as a person who inspects the construction in detail under the general supervision of the Engineer or a representative of the Engineer, and who shall receive compensation for his services from the Village.

GENERAL TYPES OF ENGINEERING PROJECTS

SCHEDULE OF FEES

Bridges (repetitive design).....	III
Bridges (complex).....	II
Dams (less than 10' high).....	III
Dams (10' and higher).....	II
Foundations	II
Foundations, complicated	I
Drainage ditches	III
Drains, storm, in village streets.....	II
Drains, storm, in rural areas	III
Mechanical and electrical work	III
Mechanical and electrical work (complex).....	II
Parking lots, off-street	III
Pipelines and transmission lines (not in village streets).....	III
Plants, water treatment (new)	II
Plants, water treatment (additions and renovations)	I
Plants, waste water treatment Waste water and industrial waste (additions and renovations)	I
Waste water and industrial waste (new plants)	II
Pumping stations	II
Pumping stations (additions and renovations).....	II
Sewers, sanitary, in rural areas	I
Sewers, sanitary, in village streets	II
Sewers, relief and interceptors in village streets	I
Sewers, relief and interceptors not in village streets	II
Sewer separation projects	II
Sewer and water tunnels (free air)	III
Sidewalks	III
Site grading	III
Site utilities	II
Streets, arterial and highways	I

Streets and minor roads in undeveloped areas	III
Streets, improvement or urban	I
Street and minor road renovations	
(urban and undeveloped areas)	III
Streets, intersections	I
Water distribution lines in village streets	II
Water distribution lines (rural) 12" and under	II
Water distribution lines (rural) 12" and over	III

(a) For each type of engineering project listed above, the Municipal Engineer will be paid according to the Roman numeral designation applicable to the particular project listed under the schedule of fees column set forth below:

FORMULAS FOR FEES FOR
GENERAL ENGINEERING PROJECTS

<u>COST OF CONSTRUCTION</u>	<u>SCHEDULE I</u>	<u>SCHEDULE II</u>
Less than \$50,000	At the applicable hourly rates as set forth herein	At the applicable hourly rates as set forth herein
\$50,000 to \$499,999		
\$500,000 to \$999,999		
\$1,000,000 to \$4,999,999		
\$5,000,000 to \$100,000,000		

SCHEDULE III

At the applicable hourly rates as set forth herein

SCHEDULE FOR PER DIEM FEES

Engineer - principal	\$42.00
Assistant engineer	\$34.00
Designer	\$28.00
Calculator	\$24.00
Draftsman	\$24.00
Clerical	\$12.00
Four-man field crew	\$68.00
Three-man field crew	\$60.00
Two-man field crew	\$45.00
Computer (machine)	\$13.00
Chief inspector	\$24.00
Inspector	\$20.00
Mileage	\$.20

Payment shall be made under this subsection at the completion of each service and upon billing by the Engineer, setting forth the month, day, and hours spent by him or his employees.

IN WITNESS WHEREOF, the Parties hereto have set their hands the day and year first above written. The signature of the VILLAGE OF RICHFIELD, OHIO, being affixed by its Mayor pursuant to Resolution No. _____, passed by the Council of said VILLAGE, the day of _____, 19____, and in accordance with the provisions of said Resolution.

VILLAGE OF RICHFIELD, OHIO:

DIRECTOR OF FINANCE

MAYOR RALPH WASZAK
ENGINEER:

Donald R. Elewski, Pres.
ELEWSKI & ASSOCS., INC.
7311 VALLEY VIEW DRIVE
INDEPENDENCE, OH 44131

In the presence of:

Approved as to Legal Form:

Solicitor for the Village of
Richfield