

VILLAGE OF BENTLEYVILLE, OHIO

ORDINANCE NO: 2024-57
INTRODUCED BY: RUBIN

**AN ORDINANCE FOR THE APPOINTMENT AND TERMS AND CONDITIONS OF
EMPLOYMENT FOR THE VILLAGE ENGINEER FOR THE YEAR 2025 AND
DECLARING AN EMERGENCY.**

WHEREAS, the Mayor has appointed, and Council has confirmed Jeffrey J. Filarski as the Village Engineer for the Village of Bentleyville for the year 2025 and

WHEREAS, it is the desire of the Mayor and Council to continue Jeffrey J. Filarski's appointment and employment pursuant to the terms and conditions set forth in Exhibit "A", attached hereto and incorporated herein by reference.


NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Bentleyville, Ohio, County of Cuyahoga, State of Ohio, that:

Section 1. The mayor's appointment of Jeffrey J. Filarski as Village Engineer is hereby and herein confirmed for the year 2025 pursuant to the terms and conditions set forth in Exhibit "A", attached hereto and incorporated herein by reference.

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 including the applicable sections of the Ohio Revised Code.

Section 3: This Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, or safety of the inhabitants of the Village and for the further reason set forth in the preamble hereof, and this Ordinance shall, therefore, take effect and be in full force immediately from and after the date of its passage and approval.

Passed: 12/18/24

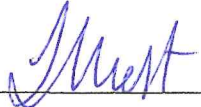


Mayor

ORDINANCE NO: 2024-57

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I, the undersigned, Fiscal Officer of the Village of Bentleyville, hereby certifies that I published the foregoing Ordinance in the Chagrin Valley Times a required by section 731.21 of the R.C., for a period of fifteen (15) days, beginning the date following the passage and signature of the mayor.

_____ 
Fiscal Officer

I, the undersigned Fiscal Officer of the Village of Bentleyville, hereby certify that the foregoing is a true copy of Ordinance 2024-57 duly enacted by the Council of said Village on this 18th day of December 2024.


_____ 
Fiscal Officer

EXHIBIT A – VILLAGE OF BENTLEYVILLE
AGREEMENT FOR MUNICIPAL ENGINEERING SERVICES

This agreement is set between the Village of Bentleyville and Chagrin Valley Engineering, Ltd., for the position of Village Engineer.

Section 1. Chagrin Valley Engineering, Ltd., Jeffrey J. Filarski (hereinafter referred to as “Engineer”), duly licensed as a Professional Engineer, be and he is hereby appointed as Municipal Engineer in this Village for a term beginning January 1, 2025 and ending December 31, 2025, upon the terms, provisions and conditions thereafter set forth in the Ordinance providing for employment.

Section 2. That said Municipal Engineer shall furnish services to this Village, as required by the Village, through the Mayor or his designee, including the following services covered by compensation as described in Section 4 of this Agreement:

- (A) Act as a technical consultant and advisor on engineering matters referred to him or her by the Mayor, Council, and Administrative departments upon direction of the Department Heads.
- (B) Advise the mayor relating to resident’s problems pertaining to engineering as they may relate to public sewers, public water supplies, drainage patterns, and building grades.
- (C) Assist the Mayor, the Planning & Zoning Committee, the Building inspector and Service Department on engineering matters and act as an aide in the administration of the National Flood Insurance Program. Provide management services necessary for the Village’s compliance with EPA NPDES Phase II Stormwater Permitting Program. Staff members will be used for the data gathering, monitoring and general maintenance of the Permit requirements.
- (D) Prepare monthly status reports regarding various projects and issues relating to infrastructure within the Village.
- (E) Attend monthly Council meetings and other meetings as requested by the Mayor.
- (F) Prepare formative or preliminary sketches and estimates, concerning the advisability of proceeding with public improvements such as pavement improvements, wastewater collection and treatment, water mains, or other infrastructure improvements contemplated by the Mayor and/or Council.
- (G) Prepare applications for grants pertaining to public improvements requiring the services of the Village Engineer such as Issue One funding requests.
- (H) Perform such other duties as is normally required of Municipal Engineers not requiring the use of additional staff members such as field crews, etc.

Section 3. For services in connection with the construction of public improvements as described above, Chagrin Valley Engineering, Ltd., shall receive compensation as a percentage of the actual cost of construction of all improvements authorized by Council and under its control. The percentage paid shall be as follows:

<u>COST OF CONSTRUCTION</u>	<u>FEE</u>
\$ 0 - \$150,000	Hourly
\$ 150,001 - \$250,000	\$ 15,000 plus 7.5% of the amount over \$150,001
\$ 250,001 - \$500,000	\$ 22,000 plus 7.0% of the amount over \$250,001
\$ 500,001 - \$1,000,000	\$ 38,250 plus 6.75% of the amount over \$500,001
\$1,000,001 - \$5,000,000	\$ 69,500 plus 6.0% of the amount over \$1,000,001

The fees provided in this subsection shall cover engineering services including complete detailed plans and specifications, preparation of monthly and final estimates for contractor's payments and providing an Engineer for construction management to administer the construction contract. The above schedule of fees does not cover various supplementary services as enumerated in The Ohio Society of Professional Engineers "Code of Professional Practice" as revised in 1973. The supplemental services include but are not limited to property, boundary, or right-of-way surveys, topographic surveys other than profile survey, grade stakes for construction, inspection of construction, shop mill, field, or laboratory inspection of materials, cost of test borings, or other subsurface exploration, traffic studies, or calculations of special assessments. These supplementary services may be provided by the Engineer on an hourly basis in accordance with the schedule of rates hereinafter set forth below or upon invoice submitted by the entity providing such supplemental services. The Engineer shall at all times notify the Mayor and Council, in writing, of any supplementary services associated with a proposed public improvement at the time that a preliminary estimate, covered under Section 2 of this contract, is submitted for consideration or approval.

The Engineer shall be entitled to progress payments in proportion to services performed on monthly basis. The compensation for basic services shall be based upon the following percentages of the total fee attributable to various phases of the work:

(1)	Preliminary Report Phase	15%
(2)	Preliminary Design Phase	20%
(3)	Final Design Phase	55%
(4)	Bidding and Construction Phase	10%

Upon authorization by Village Council and until such time as bids are taken and contracts awarded, compensation shall be determined by the foregoing percentages and the Engineer's estimated construction cost. As the work is constructed, the Engineer shall receive additional compensation equal to the balance of the fee based upon a percentage of the certificates of payment to the contractor, provided said payment is authorized by Village Council. As soon as the final certificate of payment to the contractor is issued, any adjustment shall be made so the total fee shall be a sum equal to the schedule percentage.

In the event proceedings for work are abandoned or postponed and then revived and actively pressed either by this or by a succeeding Council within five (5) years of the date of said abandonment or postponement, the Engineer shall credit against the total compensation the payment previously made hereunder, providing, of course, that the same Engineer is at that time employed by this or by a succeeding Council as Engineer. In the event of the revival of a project within the time frame specified above, the engineer may negotiate additional fees with the Municipality which are incurred solely as a result of changes in existing conditions since the abandonment or postponement of the project, or design parameters which are established by governmental review and approval subsequent to such delay.

Engineering charges for Federally funded work must be in accordance with Federal Regulations and are set and approved as part of the funding procedure, and therefore are not part of this document.

HOURLY RATE SCHEDULE: For additional services for which the Engineer shall have been authorized to prepare material or work not let by Contract, or for special surveys, reports, or the preparation of special assessments, compensation shall be made on the basis of time spent by the Engineer or his employees and associates at the rates set forth in the following schedule of hourly rates, plus reimbursable expenses.

Village Engineer	\$108.00 per hour
Engineer	\$98.00 per hour
Professional Traffic Engineer	\$149.00 per hour
Surveyor	\$103.00 per hour
CAD Designer	\$84.00 per hour
GIS Technician	\$94.00 per hour
Contract Administrator	\$81.00 per hour
Inspector	\$60.00 per hour
Clerical	\$43.00 per hour
Field Crew (1 Man)	\$120.00 per hour
Field Crew (2 Man)	\$140.00 per hour
Field Crew (3 Man)	\$160.00 per hour
Stormwater Specialist	\$85.00 per hour
Environmental Scientist	\$99.00 per hour
Landscape Architect	\$103.00 per hour

Prints, Materials, Supplies and Services provided or performed by others at Cost.

Section 4. The Municipal Engineer, Jeffrey J. Filarski, P.E., as Village Engineer as appointed by the Mayor, shall receive as compensation for the services described in Section 2 hereof, the annual sum of Eleven Thousand Dollars (\$11,000.00), commencing January 1, 2025, payable in monthly installments, said sum shall be payable to Jeffrey J. Filarski only, and subject to payroll and Public Employment Retirement Systems deductions.

Section 5. The Municipal Engineer as provided for in Section 1 agrees that for the duration of their employment by this Municipality neither they nor any member of Chagrin Valley Engineering, Ltd. or employee thereof, will accept any private engineering or surveying work that requires their review and/or approval unless such work is approved by the Mayor and Council; however work for Federal, State County or Regional Governments is not prohibited.

Section 6. Documents and Files: All engineering documents and project files created for the purposes serving the Village of Bentleyville shall be the property of the Village of Bentleyville.

Section 7. The contract provided herein with Chagrin Valley Engineering, Ltd. may be terminated by either party on sixty (60) days advance written notice to the other, provided that such determination shall not affect the duty of the Village Engineer or Chagrin Valley Engineering, Ltd., to render service, nor the obligation of the Village to pay for such service rendered, before the effective date of termination.

Approved this date Dec. 18, 2024

Ordinance No.2024 -57



Jeffrey J. Filarski, Chagrin Valley Engineering, Ltd.

Kathleen Hale, Mayor, Village of Bentleyville