

AGENDA

DATE: MONDAY, JUNE 5, 2006

PLACE: COUNCIL CHAMBERS

TIME: 7:30 P.M.

**THERE IS ONE PUBLIC HEARING TONIGHT
ORDINANCE NO. 65 – 2006 AT 7:00PM**

1. ROLL CALL
2. INVOCATION BY COUNCILMAN DONNIE PETERS
3. PLEDGE OF ALLEGIANCE
4. READING OF THE JOURNAL
5. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS ON THE AGENDA
6. INTRODUCTION OF ORDINANCES AND RESOLUTIONS

1st reading
ORDINANCE NO. 82 – 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from I-1 Light Industrial to R-1 Single Family Residential.

passed 9-0
ORDINANCE NO. 83 – 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE accepting an application for annexation for the Sanders Annexation to the City of Massillon, Ohio, and declaring an emergency.

passed 9-0
ORDINANCE NO. 84 – 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE accepting the replatting of Out Lots 855 and 933, located on the east side of Wales Road NE, north of Hankins Road, and including the dedication of the existing right-of-way for Wales Road, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

passed 9-0
ORDINANCE NO. 85 – 2006

BY: ENVIRONMENTAL COMMITTEE

AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept the dedication of a 20 foot wide and 50 foot wide sanitary sewer easement on Out Lots 855 and 933 for Pebble Chase Condominiums, and declaring an emergency.

1st reading
ORDINANCE NO. 86 – 2006

BY: ENVIRONMENTAL COMMITTEE

AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with Tetra Tech Inc., for engineering services to prepare plans and specifications for the design of the Federal Avenue Pump Station, and declaring an emergency.

MONDAY, JUNE 5, 2006

15. SECOND READING ORDINANCES AND RESOLUTIONS

2nd reading

ORDINANCE NO. 73 - 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

AN ORDINANCE authorizing the Mayor of the City of Massillon, Ohio, to enter into an agreement with Polymer Packaging, Inc. to provide an economic development "inducement grant" to assist the company in relocating and expanding its operations in Massillon, and declaring an emergency.

2nd reading

ORDINANCE NO. 78 - 2006

BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the General Fund and the Capital Improvement Fund, for the year ending December 31, 2006, and declaring an emergency.

2nd reading

ORDINANCE NO. 79 - 2006

BY: FINANCE COMMITTEE

AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2006, and declaring an emergency.

16. NEW AND MISCELLANEOUS BUSINESS

17. REMARKS OF DELEGATIONS AND CITIZENS TO MATTERS NOT ON THE AGENDA

18. ADJOURNMENT

MARY BETH BAILEY - CLERK OF COUNCIL

DATE: JUNE 5, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 82 - 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE amending Section 1151.02 of the Massillon Code of 1985 rezoning a certain tract of land from I-1 Light Industrial to R-1 Single Family Residential.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

It is hereby determined to be in the best interest and promotion of the general health, safety and convenience, comfort, prosperity and welfare of the community to change the designation of the area set forth in Section 2 hereof from I-1 Light Industrial to R-1 Single Family Residential. Said rezoning was approved by the Planning Commission of the City of Massillon, Ohio, on May 10, 2006 and that notice and public hearing has been given according to law.

Section 2:

The City of Massillon, Ohio, Zone Map as identified by Section 1151.02 of the Massillon Code of 1985, be and is hereby amended to show the following described area as R-1 Single Family Residential.

Being known as Lot Nos. 4099, 4132 and 4135, located on 4th Street SW, south of Isabella Avenue SW. The applicant proposes to construct new single family homes on these three lots. The applicant is Evergreen Homes LLC.

Section 3:

This ordinance shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2006

APPROVED: _____

MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: JUNE 5, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 83 - 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE accepting an application for annexation for the Sanders Annexation to the City of Massillon, Ohio, and declaring an emergency.

WHEREAS, a petition for the annexation for certain territory in Perry Township, was duly filed by Jason Haines, Agent for the petitioners, and

WHEREAS, the said petition was duly considered by the Board of County Commissioners of Stark County on February 9, 2006, and

WHEREAS, the Board of County Commissioners on February 9, 2006, approved the annexation of said territory to the City of Massillon as hereinafter described, and

WHEREAS, the Board of County Commissions certified the transcript and pertinent documents of proceedings in connection with said annexation with the map and petition required in connection therewith, to the Auditor of the City of Massillon

WHEREAS, at least two-thirds of the members elected to Council of the City of Massillon Ohio, have found, considered and determined that in order to annex said territory to the City of Massillon, this constitutes an emergency, requiring immediate action.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT

Section 1:

The application of Jason Haines for the petitioners is hereby accepted for the annexation of the following described territory in the County of Stark and adjacent to the City of Massillon, to wit

Section 2:

The City Council Clerk be and is hereby directed to file certified copies of said annexation containing the petition, map accompanying the petition, a transcript of the proceedings of the County Commissioners, and this Ordinance, with the Stark County Recorder and the Secretary of State.

Section 3:

The Clerk of this Council be and is hereby directed to file with the Clerk of the Board of Commissioners of Stark County, as well as the County Board of Elections, notice in writing of the boundary changes of the City of Massillon hereby affected together with a map of the annexed territory.

Section 4:

This Ordinance is declared to be an emergency measure, the reason for the emergency being that said enactment is necessary for the more efficient operation of the City of Massillon, Ohio, and for the additional reason that it is in the best interest of the property owners in the annexed area that their property become a part of the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2006

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR

DATE: JUNE 5, 2006 CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 84- 2006

BY: COMMUNITY DEVELOPMENT COMMITTEE

TITLE: AN ORDINANCE accepting the replatting of Out Lots 855 and 933, located on the east side of Wales Road NE, north of Hankins Road, and including the dedication of the existing right-of-way for Wales Road, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The replatting of Out Lots 855 and 933, located on the east side of Wales Road NE, north of Hankins Road, and including the dedication of the existing right-of-way for Wales Road, in the City of Massillon, County of Stark, State of Ohio, presently on file in the office of the City Engineer, is hereby accepted and confirmed. This replatting and dedication was approved by the Planning Commission at the meeting held May 10, 2006. The property being replatted is described as follows:

Being known as Out Lots 855 and 933, located on the east side of Wales Road NE, north of Hankins Road. The proposal is to combine the two parcels into (1) out lot containing 9.1 acres, with frontage on Wales Road. This plat also includes the dedication of the existing right-of-way for Wales Road. The parcels are zoned R-CRD Condominium. The applicant is WD Development/Mark Smith.

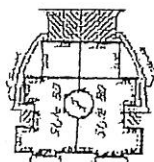
Section 2:

This Ordinance is declared to be an emergency measure for the reason that said replatting is needed for the development of Pebble Chase Condominiums. The replatting must be approved for proper community growth and hence immediately necessary for the preservation of the health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise it shall take effect and be in force from and after the earliest period allowed by Law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2006

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR



TECHNICAL SERVICES



- [illegible]

- [illegible]

- [illegible]

HOOPER & ASSOCIATES, INC.

1950 21 MAR 1955
NOTES TO THE
FOR THE
THE

W. D. Development, Inc.
Condominium Development

[Handwritten signature]
JAMES H. BROWN
JAN 10 1968

LIBBY GLEN CCH 05/15/2015



DATE: JUNE 5, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 85 - 2006

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to accept the dedication of a 20 foot wide and 50 foot wide sanitary sewer easement on Out Lots 855 and 933 for Pebble Chase Condominiums, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Council of the City of Massillon, Ohio, hereby finds that it is necessary to accept the dedication of a 20 foot wide and 50 foot wide sanitary sewer easement on Out Lots 855 and 933 for Pebble Chase Condominiums.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized to accept the dedication of a 20 foot wide and 50 foot wide sanitary sewer easement on Out Lots 855 and 933 for Pebble Chase Condominiums, as further described on exhibit "A" attached hereto and as set forth below:

Being known as Out Lots 855 and 933, located on the east side of Wales Road NE, north of Hankins Road. The proposal is to dedicate a 20 foot wide and 50 foot wide sanitary sewer easement to serve the Pebble Chase development. The parcels are zoned R-CRD Condominium. The applicant is WD Development/Mark Smith.

Section 3:

That this Ordinance is hereby declared to be an emergency measure for the reason that this 20 foot wide and 50 foot wide sanitary sewer easement must be dedicated to enable timely completion of the development. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2006

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL

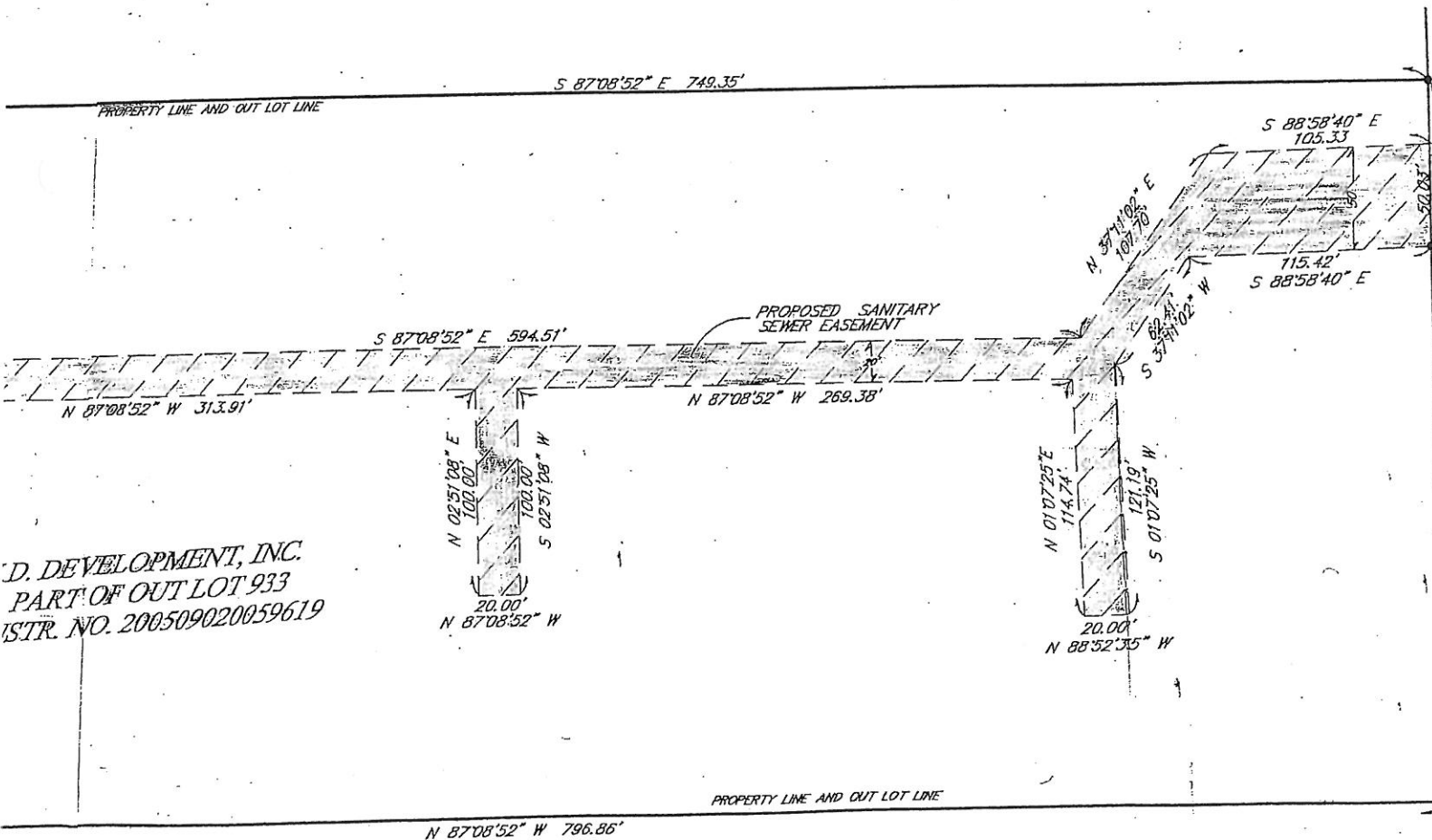
GLENN E. GAMBER, PRESIDENT

APPROVED _____
FRANCIS H. CICCHINELLI, JR., MAYOR

WHO ACKNOWLEDGED THAT THEY...
T IT WAS THEIR FREE ACT AND DEED ACCORDING TO LAW,
WY TO AND SUBSCRIBED BEFORE ME THIS 3RD DAY OF FEBRUARY, 2006.

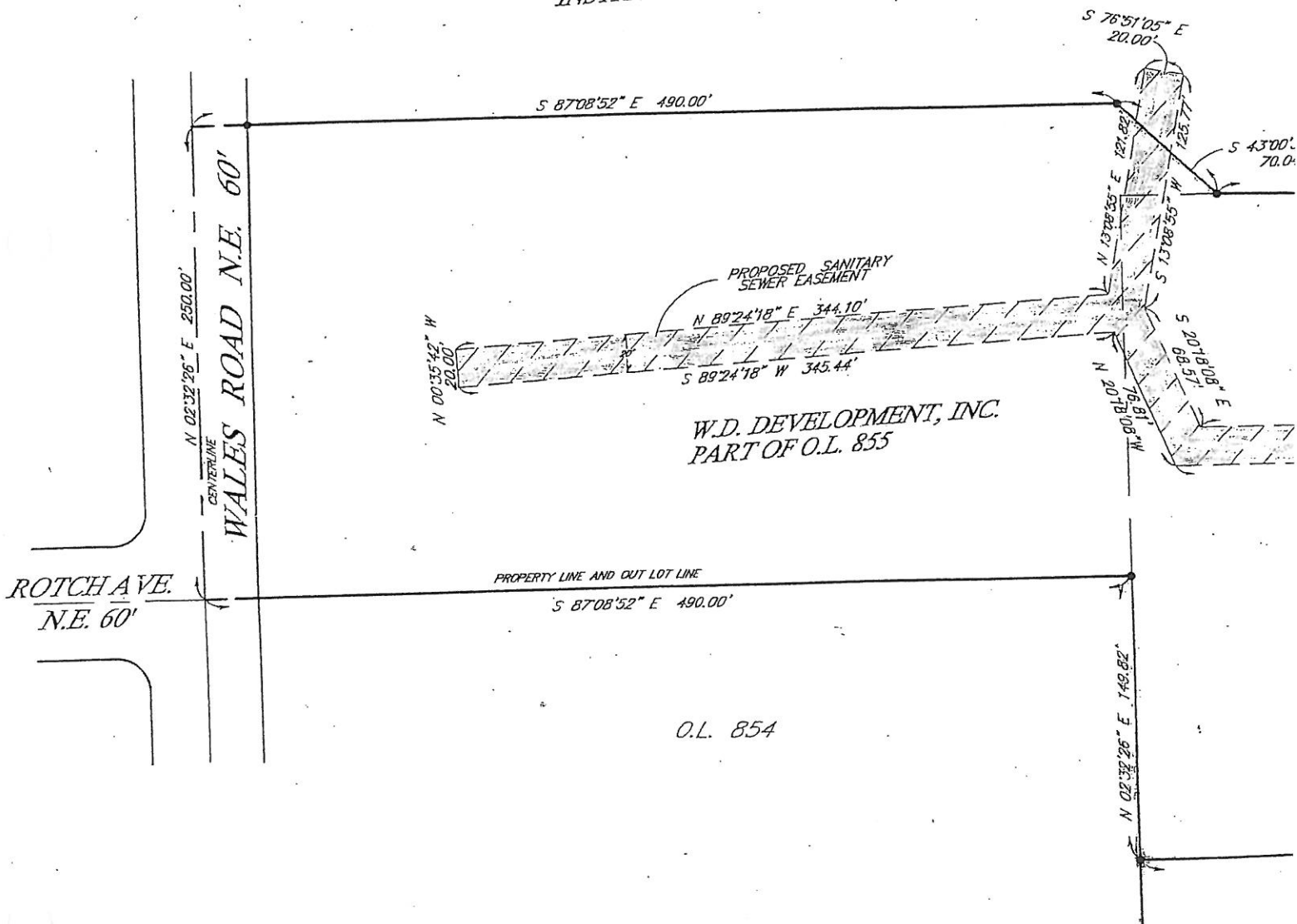
COMMISSION EXPIRES:
AUGUST 5, 2008

Joanne Hower
NOTARY PUBLIC



D. DEVELOPMENT, INC.
PART OF OUT LOT 933
ISTR. NO. 200509020059619

MASSILLON MUSEUM FOUNDATION, Inc.
PART OF O.L. 855
INSTR. NO. 200001280004941



DATE: JUNE 5, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

ORDINANCE NO. 86 - 2006

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing and directing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into a contract with Tetra Tech Inc., for engineering services to prepare plans and specifications for the design of the Federal Avenue Pump Station, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into a contract with Tetra Tech Inc., for engineering services to prepare plans and specifications for the design of the Federal Avenue Pump Station. The cost of said contract shall not exceed Three Hundred Twenty Thousand Dollars (\$320,000.00)

(SEE EXHIBIT "A" ATTACHED HERETO)

Section 2:

This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the health, safety, and welfare of the community, and for the reason that it is necessary to prepare plans and specifications for the design of the Federal Avenue Pump Station in the City of Massillon. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

1st Reading
LEGISLATIVE DEPARTMENT

Amended

1st Reading 6/19

2nd Reading 7/3
Filed 8/7

PASSED IN COUNCIL THIS _____ DAY OF _____ 2006

APPROVED: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR., MAYOR



TETRA TECH, INC.

May 8, 2006

Mr. Keith A. Dylewski, P.E.
City Engineer
City of Massillon
151 Lincoln Way East
Massillon, Ohio 44646

**Re: Lincoln Center Phase III – Part B
Federal Avenue Pump Station
Engineering Scope of Services for Recommended Improvements**

Dear Mr. Dylewski:

Thank for selecting the Tetra Tech and McCoy Associates Team to provide the design and construction services for the Lincoln Center Phase III Improvements. Our continued involvement with the City since the study phase of the project will give us valuable insight into critical technical issues and the City's needs moving into the design phase.

Included below is a general breakdown of our proposed scope of services and associated fees. If desired, a detailed breakdown of our services can be provided at a later date.

SCOPE OF SERVICES

Our proposed scope will include engineering services required to perform the detailed design of the pump station and detention pond improvements, administration assistance in application for permits and funding from governing agencies, engineering analysis of the existing sanitary sewer system in the Federal Avenue District, including analysis of five (5) sanitary sewer siphons, and design of the recommended improvements. Additionally, our scope extends beyond the design phase to include services during the bidding and construction phases of the project.

Our services will be broken down according to the following general services, and are explained in detail in the following pages.

- Federal Avenue Pump Station Improvements Design Services
- Permits, Funding and Administrative Engineering
- Sanitary Sewer/Siphon Study and Investigations
- Recommended Sewer Design Services
- Construction Engineering Services
- On-Site Construction Representation

420 Madison Avenue, Suite 1001
Toledo, Ohio 43604
Phone 419.255.9500 Fax 419.255.9501
www.tetratech.com

Federal Avenue Pump Station Improvements Design Services

Our proposed scope of services for the detailed design of the pump station improvements and on-site stormwater retention basin is based upon the recommended alternative in our final report dated June 2005. This includes obtaining soil borings and analysis at the site, and developing biddable, buildable drawings and specifications. Additional specifics of our approach are outlined below.

The engineering scope of services will begin with a topographical survey of the property to clearly delineate all site features related to the existing facilities. Additional pick-up surveys will be performed in the lowest portions of the tributary area to ensure we clearly understand at what water depths street flooding away from the pump station site is likely to occur. In addition to the station site, we will coordinate the station site and landscape design features with the improvements ongoing in the vicinity of the station.

In addition to designing the structural improvements included in the study, our scope will include investigation of alternative means of construction of the detention basin. The recommended option from the study phase included cast-in-place (CIP) concrete modifications to the station and a CIP concrete structure for the detention basin. We will evaluate the use of modular precast concrete segments as an alternative to the CIP detention basin in terms of possible cost savings, ease of construction, and durability over the life expectancy of the facilities.

We will meet with City staff at critical decision points as the documents are developed to ensure that the details of construction and the functionality of the finished facilities are exactly as you expect them to be. At a minimum, in person reviews of the Conceptual Design, Preliminary Design and Final Design documents will be conducted on site.

Prior to selecting new pumping units and performing detailed structural design, we will confirm the hydrology of the drainage area tributary to the pump station using hydrologic models used by the U. S. Army Corps of Engineers. Additionally, prior to selecting necessary equipment, we will meet face to face with the City personnel responsible for the operation and maintenance of the station to ensure that bid documents include equipment meeting their expectations. Bidding documents will be prepared with City standards, if available. If not, we will allow ample time for review documents prepared with our team standards.

The contract documents will include constraints upon the Contractor's construction sequence necessary to maintain the operation of the existing facilities during the construction process. This is important to ensure that run-off from storm events occurring during construction are managed effectively.

Permits, Funding, and Administrative Services

Concurrent with preparing the bidding documents, we will assist in getting the design approved by governing agencies (e.g. U.S. ACE, Ohio EPA, Ohio DNR, etc.). This will include determining who ultimately has final say in what improvements get approved and filing a permit application for construction of the improvements. Further, we will lead the effort for the City in application for project funding. Our familiarity with the project and the project's funding opportunities will assist the City greatly in the application process for both State and Federal funds. Additionally, we will prepare for the City's signature all applications for grant payments and/or reimbursements including all supplemental information required to accompany such payment applications.

Sanitary Sewer/Siphon Study and Investigations

Based upon currently available information regarding the sanitary sewers and siphons in the area of the Federal Avenue Pump Station and the limited flow rate and sewer capacity data available, we assume the following scope of services will be required for the study and analysis of the siphons and sewers:

- Research existing information provided by City
- Survey – establish control points, obtain rim locations and elevations (assumed approximately 70 structures)
- Verify manhole pipes sizes, inverts, and condition (assumed City will clean if needed)
- Prepare preliminary sewer plan and profile sheets
- Analyze city supplied flow data
- Analyze sewer system capacities
- Analyze siphon capacities and function
- Complete report and provide recommendations

The study will evaluate each siphon individually to determine if its operation can be improved by structural modification or aggressive maintenance techniques. We will also assess whether the up and down stream sanitary and storm sewers can be reconfigured to eliminate the physical interferences that caused the siphons to be built in the first place. Finally, we will assess the costs and feasibility of intercepting sanitary flows upstream of some or all of the siphons and pumping flows around the interference and into a downstream gravity sewer.

The study will result in a brief report with relative construction and operation and maintenance cost comparisons for alternative solutions, and recommendations for solutions to be implemented.

Recommended Sewer Design Services

The design phase services for the sanitary sewer portion of the work will depend upon the final recommendations selected from the study phase. However, based upon the data currently available, we believe the siphons can be eliminated by the installation of two (2) pumping stations, 2600 feet of force main and 2000 feet of 24-inch gravity sanitary sewer. We also have assumed approximately 500 feet of eight-inch gravity sanitary sewer will be needed to eliminate the illicit connection on 1st Street and 1,500 feet of 48-inch storm sewer may be needed to correct capacity deficiencies within the storm sewer system.

Our collaborative process of design will follow closely that described above for the Federal Ave. Pump Station, focusing on close coordination with City staff and working constructively with affected regulatory agencies.

At this time, our scope of services and associated fee for the sewer design services is based upon the design of the facilities as indicated above and may be renegotiated should the scope of services change as a result of the completion of the sanitary sewer/siphon study and investigations.

Construction Engineering Services

The Tetra Tech/McCoy Associates Team will provide construction phase services as defined in the request for qualifications. Our construction phase services will include reviewing contractor submittals of the materials and equipment to be incorporated into the project (shop drawings), developing of clarifications and additions to the contract documents in response to contract requests for information, preparing monthly recommendations for contractor progress payments and accompanying pay certificates and change orders as necessary, and periodically visiting the site to observe that the project is being constructed in accordance with the contract document.

In addition, we will assist in oversight of the construction sequencing of the project. Construction sequencing to accommodate rainstorms while the pump station modifications are made will be critical. The proposed design basin configuration will be key to the coordination efforts required in the construction phase services to handle the anticipated storms.

On-Site Construction Representation

We believe that on site monitoring of the construction is essential to a well-constructed project. Having a member of your design team assigned to this work greatly increases the probability of a successful construction project. If desired, we will provide Resident Project Representation, assistants, and other field staff to assist in observing performance of the work of the Contractor. Through extensive on-site observations of the work in progress and field checks of materials and equipment by a Resident Project Representative (RPR), we shall endeavor to provide further protection for the City against defects and deficiencies in the work.

The proposed responsibilities of the RPR will be limited to those of the Engineer in the construction contract documents. We will not remove or limit the responsibility from the Contractor for control over their construction means, methods, techniques, sequences, procedures, safety precautions and programs, or limit the contractor's responsibility in any way to perform the work in accordance with the contract documents.

The responsibilities and scope of services that we will provide include:

- Review the progress schedule, schedule of shop drawing submittals, and schedule of values prepared by the contractor
- Attend meetings, job conferences, and other project-related meetings, and prepare and circulate copies of minutes thereof
- Serve as the Engineer's and City's liaison with the Contractor
- Advise the contractor of any work requiring a shop drawing or sample if a submittal has not been approved by the Engineers
- Conduct on-site observations of the work in progress to assist in determining if the work is in general proceeding in accordance with the contract documents
- Report to the Engineer and the Owner whenever RPR believes that any work is unsatisfactory, faulty, or defective or does not conform to the contract documents

- Verify that tests, equipment and systems start-ups and operating and maintenance training are conducted in the presence of appropriate personnel
- Accompany visiting inspectors representing public or other agencies having jurisdiction over the project and record the results of these inspections
- Maintain at the job site, orderly files for correspondence, reports of job conferences, shop drawings and samples, and reproductions of original contract documents, including all work directive changes, addenda, change orders, field orders, or additional drawings
- Keep a daily record of the work hours on the job site, weather conditions, data relative to questions of work directive changes, change orders, or changed conditions
- Review applications for payment with the contractor for compliance with the established procedure for their submission and forward with recommendations to the Engineer
- During the course of the work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by the Contractor are applicable to the items actually installed and in accordance with the contract documents
- Before Engineer issues a Certificate of Substantial Completion, submit a list of observed items requiring completion or correction
- Conduct final inspection in the company of the Owner and prepare a final list of items to be completed or corrected
- Before final acceptance and certification, observe that all items on final list have been completed or corrected and make recommendations to Engineer concerning acceptance

Our budgeted fee for the on-site representation work above is \$18,000 per month of full-time construction oversight. Part-time services would be less, depending upon the actual time required on site.

COST OF SERVICES

We propose that our compensation for the services provided for this project be based upon our hourly billable rates, not to exceed the budget amounts listed in the following table without your prior approval. We suggest the following budget for the services outlined above:

Phase of Work	Associated Fee Amount
Design of Federal Ave Pump Station	\$280,000
Assistance with Permits and Funding	\$70,000
Study/Evaluation of Siphons	\$50,000
Sanitary Sewer Design	\$190,000
General Engineering During Construction	
Federal Ave. Pump Station	\$120,000
Sanitary Sewers and Siphons	\$40,000
<i>Total of this Proposal</i>	<i>\$750,000</i>
Optional On-Site Resident Representation	\$18,000 per Month

SCHEDULE

We propose to have the construction documents complete for the Federal Avenue Pumping Station Improvements ready for submission to regulatory reviewers and for advertising for bids within 5 months after your authorization to proceed. We propose to work with the City to develop a plan and a schedule that fits their needs for the work recommended as a result of the sanitary sewer siphon study. We will work to include whatever efficiencies can be provided by inclusion of work within the Federal Avenue Pump Station Contract Documents and develop separate contract documents for the other work recommended and agreed to with the City's personnel.

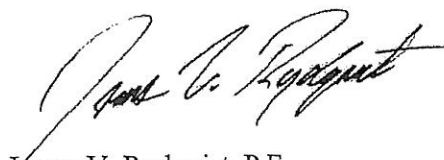
TERMS AND CONDITIONS

We have included our Standard Terms and Conditions for our services as an attachment to this letter. If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. If the City has an agreement form they would prefer, please forward that to us for review and execution.

The agreement for this project is comprised of this proposal and the attached Standard Terms and Conditions.

Thank you again for selecting our team for the design and construction services for the Lincoln Center Phase III Improvements. We look forward to working with you on this important project. Should you have any questions, please call me at (419) 418-0504.

Sincerely,



James V. Rydquist, P.E.
Project Manager



Thomas A. Allbaugh, P.E.
Unit Vice President

/hmp

Encl.: Standard Terms and Conditions

Copy: Accounting (w/encl.)

PROPOSAL ACCEPTED BY _____

TITLE _____ DATE _____

Tetra Tech
Standard Terms & Conditions

Services Tetra Tech Professional Services (Tt) will perform services for the Project as set forth in the Tt proposal and in accordance with these Terms & Conditions. Tt has developed the Project scope of service, schedule, and compensation based on available information and various assumptions. The Client acknowledges that adjustments to the schedule and compensation may be necessary based on the actual circumstances encountered by Tt in performing their services.

Authorized Representatives The officer assigned to the Project by Tt is the only authorized representative to make decisions or commitments on behalf of Tt. The Client shall designate a representative with similar authority.

Project Requirements The Client shall confirm the objectives, requirements, constraints, and criteria for the Project at its inception. If the Client has established design standards, they shall be furnished to Tt at Project inception. Tt will review the Client design standards and may recommend alternate standards considering the standard of care provision.

Site Access The Client shall obtain all necessary approvals for Tt to access the Project site(s).

Period of Service Tt shall perform the services for the Project in a timely manner consistent with sound professional practice. Tt will strive to perform its services according to the Project schedule set forth in the Tt proposal. The services of each task shall be considered complete when deliverables for the task have been presented to the Client. Tt shall be entitled to an extension of time and compensation adjustment for any delay beyond Tt control.

Compensation In consideration of the services performed by Tt, the Client shall pay Tt in the manner set forth in the Tt proposal. The parties acknowledge that terms of compensation are based on an orderly and continuous progress of the Project. Compensation shall be equitably adjusted for delays or extensions of time beyond the control of Tt.

Where total project compensation has been separately identified for various Tasks/Work Orders, Tt may adjust the amounts allocated between Tasks or Work Orders as the work progresses so long as the total compensation amount for the project is not exceeded.

Payment Definitions The following definitions shall apply to methods of payment:

Salary cost is defined as the individual's base salary plus customary and statutory benefits. Statutory benefits shall be as prescribed by law and customary benefits shall be as established by Tt employment policy.

Cost plus is defined as the individual's base salary plus actual overhead plus professional fee. Overhead shall include customary and statutory benefits, administrative expense, and non-project operating costs.

Lump sum is defined as a fixed price amount for the scope of services described.

Standard Rates is defined as individual time multiplied by standard billing rates for that individual.

Subcontracted services are defined as Project related services provided by other parties to Tt

Reimbursable expenses are defined as actual expenses incurred in connection with the Project.

Payment Terms Tt shall submit monthly invoices for services performed and Client shall pay the full invoice amount within 30 days of the invoice date. Invoices will be considered correct if not questioned in writing within 10 days of the invoice date. Tt shall be entitled to a 2% per month administrative charge in the event of payment delay. Client payment to Tt is not contingent on arrangement of project financing. Invoice payment delayed beyond 60 days shall give Tt the right to stop work until payments are current. Non-payment beyond 70 days shall be just cause for termination by Tt.

Additional Services The Client and Tt acknowledge that additional services may be necessary for the Project to address issues that may not be known at Project initiation or that may be required to address circumstances that were not foreseen. In that event, Tt shall notify the Client of the need for additional services and the Client shall pay for such additional services in an amount and manner as the parties may subsequently agree.

Independent Consultant Tt shall serve as an independent consultant for services provided under this agreement. Tt shall retain control over the means and methods used in performing their services and may retain subconsultants to perform certain services as determined by Tt.

Standard of Care Services provided by Tt will be performed with the care and skill ordinarily exercised by members of the same profession practicing under similar circumstances. Tt will not be liable for the cost of any omission that adds value to the Project.

Compliance with Laws Tt shall perform its services consistent with sound professional practice and endeavor to incorporate laws, regulations, codes, and standards applicable at the time the work is performed. In the event that standards of practice change during the Project, Tt shall be entitled to additional compensation where additional services are needed to conform to the standard of practice.

Permits and Approvals Tt will assist the Client in preparing applications and supporting documents for the Client to secure permits and approvals from agencies having jurisdiction over the Project. The Client agrees to pay all application and review fees.

Ownership of Documents Documents prepared by Tt for the Project are instruments of service and shall remain the property of Tt. Record documents of service shall be based on the printed copy. Tt will furnish documents electronically

however the Client releases Tt from any liability that may result from documents used in this form. Tt shall not be held liable for reuse of documents for any purpose other than those intended under the Project.

Insurance Tt will maintain the following insurance and coverage limits during the period of service. The Client will be named as an additional insured on the Commercial General Liability and Automobile Liability policies.

<u>Worker's Compensation</u>	As required by applicable state statute
<u>Commercial General Liability</u>	\$1,000,000 per occurrence (bodily injury including death & property damage) \$2,000,000 aggregate
<u>Automobile Liability</u>	\$1,000,000 combined single limit for bodily injury and property damage
<u>Professional Liability</u>	\$1,000,000 each claim and in the aggregate

The Client shall make arrangements for Builder's Risk, Protective Liability, Pollution Prevention, and other specific insurance coverage warranted for the Project in amounts appropriate to the Project value and risks. Tt shall be a named insured on those policies where Tt may be at risk. The Client shall obtain the counsel of others in setting insurance limits for construction contracts.

Waiver of Subrogation Tt shall endeavor to obtain a waiver of subrogation against the Client, if requested in writing by the Client, provided that Tt will not increase its exposure to risk and Client will pay the cost associated with any premium increase or special fees.

Indemnification Tt shall indemnify the Client from any reasonable damages caused solely by the negligent act, error, or omission of Tt in the performance of services under the Project. If such damage results in part by the negligence of another party, Tt shall be liable only to the extent of their proportional negligence.

Limitation of Liability In recognition of the relative risks and benefits of the project to both the Client and Tt, the risks have been allocated. The Client agrees to limit the liability of Tt for all claims related to the Project at \$50,000 or the net income realized by Tt for the Project, whichever is greater.

Third Party Claims The Client will compensate Tt for services performed in defense of any third party claim unless the claim resulted from the negligent act, error or omission of Tt.

Legal Expense In the event that either party takes legal action against the other that is not prosecuted, is dismissed, or if the decision is rendered for the other party, the party taking legal action agrees to pay the other their attorney fees, court costs, and defense expenses within 30 days of the court action.

Lien Rights Tt may file a lien against the Client's property in the event that the Client does not make payment within the time prescribed in this agreement. The Client agrees that services by Tt are considered property improvements and the Client waives the right to any legal defense to the contrary.

Consequential Damages Neither the Client nor Tt shall be liable to the other for any consequential damages regardless of the nature or fault.

Environmental Matters The Client warrants they have disclosed all potential hazardous materials that may be encountered on the Project. In the event unknown hazardous materials are encountered, Tt shall be entitled to additional compensation for appropriate actions to protect the health and safety of its personnel, and for additional services required to comply with applicable laws. The Client shall indemnify Tt from any claim related to hazardous materials encountered on the Project except for those events caused by negligent acts of Tt.

Cost Opinions Tt shall prepare cost opinions for the Project based on historical information that represents the judgment of a qualified professional. The Client and Tt acknowledge that actual costs may vary from the cost opinions prepared and that Tt offers no guarantee related to the Project cost.

Independent Counsel The Client agrees to obtain independent legal and financial counsel for the Project considering Tt does not furnish these services.

Contingency Fund The Client acknowledges the potential for changes in the work during construction and the Client agrees to include a contingency fund in the Project budget appropriate to the potential risks and uncertainties associated with the Project. Tt may offer advice concerning the value of the contingency fund; however, Tt shall not be liable for additional costs that the Client may incur beyond the contingency fund they select unless such additional cost results from a negligent act, error, or omission related to services performed by Tt.

Contractor Selection Tt may make recommendations concerning award of construction contracts and products. The Client acknowledges that the final selection of construction contractors and products is their sole responsibility.

Shop Drawing Review If included in the scope of service, Tt shall review shop-drawing submittals from the contractor solely for their conformance with the design intent of and performance criteria specified for the Project. Tt shall not be liable for the performance of or consequential damages of any equipment furnished by the contractor under the Project.

Performance Specifications Engineer may incorporate "performance specifications" as a component of Construction Documents. Performance Specifications rely upon a statement of systems, equipment and/or materials to be incorporated into the project in terms of required results, without mandating specific means for achieving the required results. Performance Specifications establish minimum standards which must be met by defining the functional requirements, the operating conditions and/or environment in which it must operate and/or related matters such as general standards which must be satisfied, warranty requirements, etc. Where performance specifications are used, they will be identified as such.

Where Performance Specifications are used, the Contractor, subcontractors, manufacturer and/or supplier

of the materials or equipment to be furnished assume design responsibility and liability for the applicable systems, equipment or materials. The Contractor, their subcontractors, and others who actually manufacture and supply the items will be the sole parties liable to the Owner for loss or damage caused by defective or deficient design, manufacture or performance. Consultant's shop drawing review is strictly to determine that manufacturers and suppliers have referenced the appropriate operating conditions and environment.

Construction Review If included in the scope of service, Tt shall observe the progress and content of the work to determine if the work is proceeding in general accordance with the Contract Documents. This construction review is intended to observe, document, and report information concerning the construction process. Observation of work at the Project site shall not make Tt responsible for the work performed by another party, the means, methods, techniques, sequences, or procedures selected by another party, nor the safety precautions or programs of another party.

Rejection of Work Tt may recommend that the Client reject work by construction contractors that does not conform to the requirements of the Project.

Safety Tt shall be responsible solely for the safety precautions or programs of its employees and no other party.

Information from Other Parties The Client and Tt acknowledge that Tt will rely on information furnished by other parties in performing its services under the Project. Tt shall not be liable for any damages that may be incurred by the Client in the use of third party information.

Construction Record Drawings If included in the scope of service, Tt will deliver drawings to the Client incorporating information furnished by construction contractors. In that construction record drawings are based on information provided by others, Tt cannot and does not warrant their accuracy.

Force Majeure Neither party will hold the other responsible for damages or delay caused by Acts of God, acts of war, strikes, accidents, or other events beyond the other's control.

Dispute Resolution The Client and Tt agree that they shall diligently pursue resolution of all disagreements within 45 days of either party's written notice using a mutually acceptable form of mediated dispute resolution prior to exercising their rights under law. Tt shall continue to perform services for the Project and the Client shall pay for such services during the dispute resolution process unless the Client issues a written notice to suspend work.

Suspension of Work The Client may suspend services performed by Tt with cause upon fourteen (14) days written notice. Tt shall submit an invoice for services performed up to the effective date of the work suspension and the Client shall pay Tt all outstanding invoices within fourteen (14) days. If the work suspension exceeds thirty (30) days from the effective work suspension date, Tt shall be entitled to renegotiate the Project schedule and the compensation terms for the Project.

Termination The Client or Tt may terminate services on the Project upon seven (7) days written notice in the event of substantial failure by the other party to fulfill its obligations of the terms hereunder. Tt shall submit an invoice for services performed up to the effective date of termination and the Client shall pay Tt all outstanding invoices within fourteen (14) days. The Client may withhold an amount for services that may be in dispute provided that the Client furnishes a written notice of the basis for their dispute and that the amount withheld represents a reasonable value.

Governing Law The terms of agreement shall be governed by the laws of the state where the services are performed provided that nothing contained herein shall be interpreted in such a manner as to render it unenforceable under the laws of the state in which the Project resides.

Assignment Neither party shall assign its rights, interests or obligations under the Project without the express written consent of the other party.

Waiver of Rights The failure of either party to enforce any provision of these terms and conditions shall not constitute a waiver of such provision nor diminish the right of either party to the remedies of such provision.

Warranty Tt warrants that they will deliver products under the Project within the standard of care. Tt provides no other expressed or implied warranty.

Severability Any provision of these terms later held to violate any law shall be deemed void and all remaining provisions shall continue in force. In such event, the Client and Tt will work in good faith to replace an invalid provision with one that is valid with as close to the original meaning as possible.

Survival All provisions of these terms that allocate responsibility or liability between the Client and Tt shall survive the completion or termination of services for the Project.

DATE: JUNE 5, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 87 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Wastewater Treatment Fund, Massillon Municipal Court Capital Improvement Fund, Waste Management Grant Fund, and the Muni Motor Vehicle License Fund, for the year ending December 31, 2006, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Wastewater Treatment Fund, for the year ending December 31, 2006, the following:

\$149,000.00 to an account entitled "Services/Contracts" 2101.610.2392

Section 2:

There be and hereby is appropriated from the unappropriated balance of the Massillon Municipal Court Capital Improvement Fund, for the year ending December 31, 2006, the following:

\$100,000.00 to an account entitled "Parking Lot Improvements" 1204.125.2530

Section 3:

There be and hereby is appropriated from the unappropriated balance of the Waste Management Grant Fund, for the year ending December 31, 2006, the following:

\$7,000.00 to an account entitled "Recycling Services/Contracts" 1222.605.2392

Section 4:

There be and hereby is appropriated from the unappropriated balance of the Muni Motor Vehicle License Fund, for the year ending December 31, 2006, the following:

\$2,918.85 to an account entitled "Services/Contracts" 1206.435.2392

Section 5:

This Ordinance is hereby declared to be an emergency measure, for the efficient peration of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2006

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL GLENN E. GAMBER, PRESIDENT

APPROVED: _____
FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: JUNE 5, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 88 - 2006

BY: FINANCE COMMITTEE

TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2006, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2006, the following:

\$272,865.88 to an account entitled "27th Street NE/Jackson Avenue NE" 1401.435.2513

Section 2:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2006

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR

DATE: JUNE 5, 2006

CLERK: MARY BETH BAILEY

CITY OF MASSILLON, OHIO

COUNCIL CHAMBERS

passed
LEGISLATIVE DEPARTMENT

ORDINANCE NO. 89 - 2006

BY: FINANCE COMMITTEE

amended
TITLE: AN ORDINANCE making certain appropriations from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2006, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section 1:

There be and hereby is appropriated from the unappropriated balance of the Capital Improvement Fund, for the year ending December 31, 2006, the following:

800,000.00 to an account entitled "2006 Street Resurfacing Program" 1401.435.2510

Section 2:

This Ordinance is hereby declared to be an emergency measure, for the efficient operation of the various departments of the City of Massillon and for the preservation of the public health, safety and welfare of the community. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS _____ DAY OF _____ 2006

ATTEST: _____
MARY BETH BAILEY, CLERK OF COUNCIL

GLENN E. GAMBER, PRESIDENT

APPROVED: _____

FRANCIS H. CICCHINELLI, JR, MAYOR