

ORDINANCE NO. 62-26

AN ORDINANCE AUTHORIZING THE HIRING OF OHM ADVISORS FOR ASSISTANCE IN THE PREPARATION OF A MEDINA PUBLIC SQUARE IMPROVEMENTS STUDY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MEDINA, OHIO:

- SEC. 1:** That the Mayor is hereby authorized and directed to hire OHM Advisors for assistance in the preparation of Medina Public Square Improvements Study.
- SEC. 2:** That a copy of the Proposal for Professional Services and costs associated with the project is marked Exhibit A, attached hereto and incorporated herein.
- SEC. 3:** That the estimated cost of the contract, in an amount not-to-exceed \$25,000.00, is available in Account No. 001-0707-52226.
- SEC. 4:** That this Ordinance shall be in full force and effect at the earliest period allowed by law.

PASSED: April 27, 2026

SIGNED: John M. Coyne, III
President of Council

ATTEST: Kathy Patton
Clerk of Council

APPROVED: April 28, 2026

SIGNED: James A. Shields
Mayor

Effective date: May 27, 2026



ORD. 62-26
Exh. A

April 13, 2026

Mr. John Coyne, III, President of Council
City of Medina
132 North Elmwood Avenue
Medina, OH 44256

RE: **Medina Public Square Improvements Study**
#26027

Dear Mr. Coyne:

Thank you for the opportunity to partner with the City of Medina (Medina, Client) to evaluate and envision an updated public realm and connectivity strategy for the historic Medina Public Square. OHM Advisors (OHM, Consultant) are excited to build on the Comprehensive Plan and help you define a cohesive long-term vision for Public Square and identify practical, implementable short-term improvements to advance the community's overall vision. The goal of this effort is to develop a conceptual long-term strategy for the public realm around Medina Public Square and develop specific short-term action steps for the west (South Court) and north (Liberty) sides of the square.

We have prepared this letter proposal based on the information provided and discussions with you and other members of the council. Based on our discussion of the proposed scope, this proposal presents our understanding of the project, including the work plan, schedule, and service costs.

Work Plan

Phase #1: Analysis

- **1.1 Project Orientation (Client Team Meeting):** The consultant team will initiate the project with a kick-off work session alongside members of the city. The purpose of this session is to familiarize the team with the proposed scope of work, deliverables, and key milestones.
- **1.2 Review Past Plans, Documents, & Associated Information:** OHM will request all associated information from the City related to past work conducted in and around the Medina Square. The purpose of this task will be to build on prior work, including the City's Comprehensive Plan, and avoid duplication. This will also provide a baseline for future tasks, specifically field analysis and observations.
- **1.3 Field Review and Technical Assessment:** OHM will conduct field visits to evaluate and observe the following list of items: number of parking spaces and configurations (parallel, angled, ADA accessibility, etc.), loading and delivery zones, and existing crosswalk conditions (visibility, sight distance with vehicles, timing, etc.). The team will also assess and analyze the conditions of the sidewalk and pedestrian realm along corridors surrounding Public Square (South Court, East Washington, Broadway, and Liberty Streets). The analysis will include measuring sidewalk widths (total width and clear pedestrian through-zone), identifying pinch points or obstructions, evaluating ADA compliance and accessibility conditions, assessing pedestrian crossings, curb ramps, and detachable warnings, and identifying streetscape amenities (benches, lighting,



trees, etc.). This effort will focus on identifying constraints and opportunities within the existing right-of-way. Detailed survey, utility investigation, and design-level engineering are not included.

Additionally, the consultant team will evaluate existing traffic patterns and signal timing using publicly available data from ODOT, NOACA, and/or the City of Medina. OHM will review available traffic data (ODOT, NOACA, and City sources) to understand general traffic patterns and operations. This will be a planning-level assessment; detailed traffic analysis or modeling is not included and may be recommended as a next step for certain improvements.

All of the above information will be summarized into a memorandum and used to establish a baseline of current conditions.

- **1.4 Stakeholder Engagement:** In collaboration with the client, OHM will create a digital stakeholder survey to be distributed to businesses, property owners, and key stakeholders within Medina Square. The purpose of this survey is to understand operational needs, challenges, and opportunities on existing issues, business/building logistics, and future opportunities. In addition to the survey, two (2) stakeholder group meetings will be held to engage further, specifically with stakeholders on the west and north sides of Medina Square. A summary and results of all engagement will be compiled into a memorandum for the client.
- **Meetings:**
 - ▶ Client Team Meeting x1
 - ▶ Stakeholder Meetings x2
- **Deliverables:**
 - ▶ Field Analysis and Observation Memorandum
 - ▶ Stakeholder Meeting Summary

Phase #2: Recommendations

- **2.1 Public Square Long-Term Vision – Conceptual:** In this task, the consultant team will develop a clear, cohesive long-term vision for improvements to the public realm and mobility around the square. The purpose of this is to assist with proposed short-term improvements, evaluating impacts on long-term, future improvements. This will be shared as a site plan representation. This vision will serve as a framework to guide phased improvements and align short-term investments with long-term goals.
- **2.2 Short Term Improvements (West-South Court and North-Liberty Sides) – Draft & Final:** Separate from the long-term vision, the consultant team will create up to three short-term options for improvements to the west and north sides of Public Square. These concepts will be grounded in observed conditions and stakeholder input and will focus on practical, implementable improvements. The concepts will be drafted initially as a site plan representation, then, once reviewed by the client team, the preferred option will be illustrated through a high-quality rendering to clearly communicate the preferred approach.
- **2.3 Opinions of Cost:** The consultant team will prepare planning-level opinions of cost for both the draft long-term and short-term improvements for Public Square.
- **2.4 Implementation Strategy:** In collaboration with the client team, OHM will outline and discuss next steps for the proposed short- and long-term improvements. This could include additional studies, developing construction documents, and funding sources to support both projects. This step will help to provide clarity on roles, responsibilities, and timing.
- **Meetings:**
 - ▶ Client Team Meeting x1
 - ▶ Public or Council Presentation



- **Deliverables:**
 - ▼ Conceptual Site Plans – Draft and Final (planning-level, not for construction)
 - 3 options for each (West and North)
 - 1 option for the long-term
 - ▼ Illustrative Rendering – Final
 - Short-term option – preferred
 - ▼ Opinions of Cost – Drafts and Final

Schedule

The project will be completed in 16 weeks from notice to proceed.

Compensation

The scope of work will be performed for a lump sum fee of \$25,000, billed on a monthly, percent-complete basis.

Clarifications and Assumptions

- ▼ All other work not listed above is excluded from this proposal but can be added as an additional service, if requested.
- ▼ If additional labor effort is required, due to additional meetings not described in the Work Plan, change in schedule, Client-directed changes to the design that are departures from the design direction or scope of work and require rework of information completed in previous submissions, OHM Advisors will negotiate an amendment with the Client for additional services. OHM will not proceed with additional services, without written authorization to proceed from the Client.
- ▼ All deliverables will be submitted electronically in CADD, GIS, and/or PDF format, as applicable.
- ▼ Force Majeure: In the event either party is delayed or prevented from performing this Agreement due to any cause beyond its reasonable control, including but not limited to, strike, labor or civil unrest or dispute, embargo, blockage, work stoppage, protest, pandemics, or acts of God, such delay shall be excused during the continuance of such delay, and the period of performance shall be extended to such extent as may be reasonable to perform after the cause of delay has been removed. In the event any such delay continues for a period of more than thirty (30) days, either party may terminate the Agreement upon written notice to the other party. In the event of any such termination, The Owner shall pay OHM for work performed through the effective date of termination.

Client Responsibilities

- ▼ Client will provide a single point of contact to OHM Advisors who is knowledgeable about the project needs and desired outcomes.
- ▼ Client will provide the following, if available, to assist us with the project: prior as-builts and existing plans, plat maps, site surveys indicating site boundaries, existing topography, access to structures, easements and utility line information, utility availability, building information, etc.



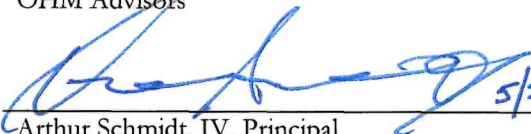
Authorization and Acceptance


Thank you for giving us the opportunity to be of service! If this proposal is acceptable to you, your signature on this letter, with a copy returned to us will serve as our authorization to proceed. Upon execution, this Proposal, the attached Exhibit 'A', Standard Terms & Conditions, and the other attachments will form our agreement. This proposal is valid for 30 days.

If you have any questions or comments, please contact me at 440.759.2843. We look forward to working with you on this project.

Sincerely,
OHM Advisors

Authorization to Proceed:


5/7/2024
Arthur Schmidt, IV, Principal
Arthur.schmidt@ohm-advisors.com
D: 216.865.1342 C: 440.759.2843


4/28/26
Signature Date


5/11/26
Josh Slaga, Principal & Project Manager
Josh.Slaga@ohm-advisors.com
C: 216.280.3022

JAMES A. SHIELDS
Printed Name
Mayor
Title

Attachments: Exhibit 'A' Standard Terms and Conditions
Exhibit 'B' Standard Hourly Rate Schedule

1. THE AGREEMENT. These Terms and Conditions and the attached Proposal or Scope of Services, upon acceptance by CLIENT, shall constitute the entire Agreement between OHM ADVISORS, a registered Ohio company, and CLIENT. OHM ADVISORS and CLIENT may be referred to individually as a Party or collectively as Parties. This Agreement supersedes all prior negotiations or agreements and may be amended only by written agreement signed by both Parties.
2. CLIENT RESPONSIBILITIES. CLIENT, at no cost, shall:
 - a. Provide access to the project site to allow timely performance of the services.
 - b. Provide all information in CLIENT'S possession as required by OHM ADVISORS to perform the services.
 - c. Designate a person to act as CLIENT'S representative who shall transmit instructions, receive information, define CLIENT policies, and have the authority to make decisions related to services under this Agreement.
3. PROJECT INFORMATION. OHM ADVISORS shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, other design professionals, or consultants contracted directly to CLIENT.
4. PERIOD OF SERVICE. The services shall be completed within the time specified in the Proposal or Scope of Services, or if no time is specified, within a reasonable amount of time. OHM ADVISORS shall not be liable to CLIENT for any loss or damage arising out of any failure or delay in rendering services pursuant to this Agreement that arise out of circumstances that are beyond the control of OHM ADVISORS.
5. COMPENSATION. CLIENT shall pay OHM ADVISORS for services performed in accordance with the method of payment, as stated in the Proposal or Scope of Services. CLIENT shall pay OHM ADVISORS for reimbursable expenses for subconsultant services, equipment rental, or other special project related items at a rate of 1.15 times the invoice amount.
6. TERMS OF PAYMENT. Invoices shall be submitted to the CLIENT each month for services performed during the preceding period. CLIENT shall pay the full amount of the invoice within thirty days of the invoice date. If payment is not made within thirty days, the amount due to OHM ADVISORS shall include a service fee at the rate of one (1%) percent per month from said thirtieth day.
7. STANDARD OF CARE. OHM ADVISORS shall perform their services under this Agreement in a manner consistent with the professional skill and care ordinarily provided by similar professionals practicing in the same or similar locality under the same or similar conditions.
8. RESTRICTION OF REMEDIES. OHM ADVISORS is responsible for the work of its employees while they are engaged on OHM ADVISORS' projects. As such, and in order to minimize legal costs and fees related to any dispute, CLIENT agrees to restrict any and all remedies it may have by reason of OHM ADVISORS' breach of this Agreement or negligence in the performance of services under this Agreement, be they in contract, tort, or otherwise, to OHM ADVISORS, and to waive any claims against individual employees.
9. LIMIT OF LIABILITY. To the fullest extent permitted by law, CLIENT agrees that, notwithstanding any other provision in this Agreement, the total liability in the aggregate, of OHM ADVISORS to CLIENT, or anyone claiming under CLIENT, for any claims, losses, damages or costs whatsoever arising out of, resulting from, or in any way related to this Agreement or the services provided by OHM ADVISORS pursuant to this Agreement, be limited to \$25,000 or OHM ADVISORS fee, whichever is greater, and irrespective of whether the claim sounds in breach of contract, tort, or otherwise.
10. ASSIGNMENT. Neither Party to this Agreement shall transfer, sublet, or assign any duties, rights under or interest in this Agreement without the prior written consent of the other Party.
11. NO WAIVER. Failure of either Party to enforce, at anytime, the provisions of this Agreement shall not constitute a waiver of such provisions or the right of either Party at any time to avail themselves of such remedies as either may have for any breach of such provisions.
12. GOVERNING LAW. The laws of the State of Ohio will govern the validity of this Agreement, its interpretation and performance.
13. INSTRUMENTS OF SERVICE. OHM ADVISORS shall retain ownership of all reports, drawings, plans, specifications, electronic data and files, and other documents (Documents) prepared by OHM ADVISORS as Instruments of Service. OHM ADVISORS shall retain all common law, statutory and other reserved rights, including, without limitation, all copyrights thereto. CLIENT, upon payment in full for OHM's services, shall have an irrevocable license to use OHM's Instruments of Service for or in conjunction with repairs, alterations or maintenance to the project involved but for no other purpose. CLIENT shall not reuse or make any modifications to the Documents without prior written authorization by OHM ADVISORS. In accepting and utilizing any Documents or other data on any electronic media provided by OHM ADVISORS, CLIENT agrees they will perform acceptance tests or procedures on the data within 30 days of receipt of the file.
14. CERTIFICATIONS. OHM ADVISORS shall have 14 days to review proposed language prior to the requested dates of execution. OHM ADVISORS shall not be required to execute certificates to which it has a reasonable objection, or that would require knowledge, services, or responsibilities beyond the scope of this Agreement, nor shall any certificates be construed as a warranty or guarantee by OHM ADVISORS.
15. TERMINATION. Either Party may at any time terminate this Agreement upon giving the other Party 7 calendar days prior written notice. CLIENT shall within 45 days of termination pay OHM ADVISORS for all services rendered and all costs incurred up to the date of termination in accordance with compensation provisions in this Agreement.
16. RIGHT TO SUSPEND SERVICES. In the event CLIENT fails to pay OHM ADVISORS the amount shown on any invoice within 45 days of the date of the invoice, OHM ADVISORS may, after giving 7 days' notice to CLIENT, suspend its services until payment in full for all services and expenses is received.
17. OPINIONS OF PROBABLE COST. OHM ADVISORS preparation of Opinions of Probable Cost represents OHM

Exhibit A
ADVISORS has judgment as a design professional familiar with the industry. CLIENT recognizes that OHM ADVISORS has no control over costs of labor, equipment, materials, or a contractor's pricing. OHM ADVISORS makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual cost.

18. JOB SITE SAFETY. Neither the professional activities of OHM ADVISORS, nor the presence of OHM ADVISORS or our employees and subconsultants at a construction site shall relieve the Contractor or any other entity of their obligations, duties, and responsibilities including, but not limited to, construction means, methods, sequences, techniques or procedures necessary for performing, superintending or coordinating all portions of the work of construction in accordance with the contract documents and the health or safety precautions required by any regulatory agency. OHM ADVISORS has no authority to exercise any control over any construction contractor or any other entity or their employees in connection with their work or any health or safety precautions.
19. CONTRACTOR SUBMITTALS. If included in the services to be provided, OHM ADVISORS shall review the contractor's submittals such as shop drawings, product data, and samples for the limited purpose of checking for conformance with information given and the design concept expressed in the construction documents issued by OHM ADVISORS. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. OHM ADVISORS review shall not constitute approval of safety precautions or, unless otherwise specifically stated by OHM ADVISORS, of any construction means, methods, techniques, sequences or procedures. OHM ADVISORS approval of a specific item shall not indicate approval of an assembly of which the item is a component.
20. CONSTRUCTION OBSERVATION. If requested, OHM ADVISORS shall visit the project construction site to generally observe the construction work and answer questions that CLIENT may have. OHM ADVISORS shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the Contract Documents.
21. HAZARDOUS MATERIALS. As used in this Agreement, the term hazardous materials shall mean any substances, including without limitation asbestos, toxic or hazardous waste, PCBs, combustible gases and materials, petroleum or radioactive materials (as each of these is defined in applicable federal statutes) or any other substances under any conditions and in such quantities as would pose a substantial danger to persons or property exposed to such substances at or near the Project site. Both Parties acknowledge that OHM ADVISORS' Scope of Services does not include any services related to the presence of any hazardous or toxic materials. In the event OHM ADVISORS or any other person or entity involved in the project encounters any hazardous or toxic materials, or should it become known to OHM ADVISORS that such materials may be present on or about the jobsite or any adjacent areas that may affect the performance of OHM ADVISORS' services, OHM ADVISORS may, at its sole option and without liability for consequential or any other damages, suspend performance of its services under this Agreement until CLIENT retains appropriate qualified consultants and/or contractors to identify and abate or remove the hazardous or toxic materials and warrants that the jobsite is in full compliance with all applicable laws and regulations. CLIENT agrees, notwithstanding any other provision of this Agreement, to the fullest extent permitted by law, to indemnify and hold harmless OHM ADVISORS, its officers, partners, employees and subconsultants (collectively, OHM ADVISORS) from and against any and all claims, suits, demands, liabilities, losses, damages or costs, including reasonable attorneys' fees and defense costs arising out of or in any way connected with the detection, presence, handling, removal, abatement, or disposal of any asbestos or hazardous or toxic substances, products or materials that exist on, about or adjacent to the Project site, whether liability arises under breach of contract or warranty, tort, including negligence, strict liability or statutory liability, regulatory or any other cause of action, except for the sole negligence or willful misconduct of OHM ADVISORS.
22. WAIVER OF CONSEQUENTIAL DAMAGES. The Parties waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either Party's termination of this Agreement.
23. WAIVER OF SUBROGATION. The Parties waive all rights against each other and any of their contractors, subcontractors, consultants, agents, and employees, each of the other, for damages caused by fire or other causes of loss to the extent covered by property insurance obtained pursuant to a written contract or other property insurance applicable to the construction work.
24. THIRD PARTIES. Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either CLIENT or OHM ADVISORS.
25. CODE REVIEW/ACCESSIBILITY. In providing its services under this Agreement, OHM ADVISORS may have to interpret federal and or state laws, codes, ordinances, regulations and/or statutes. CLIENT understands and agrees that these may be subject to different and possibly contradictory interpretations by relevant governmental officials charged with interpreting same and furthermore understands and agrees that OHM ADVISORS does not warrant or guarantee that their interpretation will be consistent with the interpretation of the relevant governmental officials. OHM ADVISORS shall not be liable for unreasonable or unforeseeable interpretation of federal and or state laws, codes, ordinances, regulations and/or statutes by governmental officials charged with interpreting same.
26. DISPUTE RESOLUTION. In an effort to resolve any conflicts that arise during the project or following the completion of the project, the Parties agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation, unless the Parties mutually agree otherwise, as a prerequisite to further legal proceedings. The Parties agree to share the mediator's fee and any filing fees equally, and the mediation shall be held in the place where the project is located, unless another location is mutually agreed upon.

'Exhibit B'

OHM ADVISORS 2026 HOURLY RATE SCHEDULE



Classification	Level				
	I	II	III	IV	V
Professional Engineer	\$167	\$179	\$194	\$214	\$224
Graduate Engineer	\$145	\$156	\$161	\$169	\$182
Architect/Interior Designer	\$115	\$150	\$175	\$210	\$230
Landscape Architect	\$132	\$142	\$156	\$172	\$188
Planner	\$120	\$141	\$167	\$182	\$193
Project Coordinator/Urban Designer	\$93	\$125	\$142	\$162	\$182
Design Technician	\$115	\$134	\$151	\$170	\$188
Technician	\$109	\$128	\$146	\$163	\$172
Project Specialist	\$138	\$175	\$205	\$229	\$250
Professional Surveyor	\$156	\$173	\$189	\$203	\$215
Surveyor	\$112	\$132	\$144	\$158	\$170

Classification	I	II	III
Administrative Support	\$89	\$110	\$135
Technical Aide	\$85	\$89	\$94
Subject Matter Expert	\$250	\$300	\$375

Classification	
Principal	\$247

Rates as reflected subject to review and adjustment on an annual basis.
2026 Public Rates 25-1028 (MI OH Public)