

RESOLUTION NUMBER 6 - 2026

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO CONTRACT WITH
OHM FOR ARCHITECTUAL, DESIGN, AND ENGINEERING SERVICES AND
DECLARING AN EMERGENCY**

WHEREAS, the Village is in the process of finalizing its acquisition of the former school property for development as a public park and/or municipal campus.

WHEREAS, OHM has provided preliminary services to the Village to date.

WHEREAS, to move forward with any development, the Village must finalize any designs, prepare requests for proposals, and understand its position with regard to the existing Village Hall and Police Station.

WHEREAS, OHM has in-house engineering, architectural, design, grant writing, and other services which can benefit the Village in finalizing the foregoing items.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Shreve, Wayne County, Ohio, as follows:

Section 1: Council hereby authorizes and directs the Mayor to execute all documents necessary to enter into an agreement which accepts proposed Task 1 and Task 2 in the attached proposal from OHM which describes OHM's proposed scope of work regarding "Concept Refinement and Order Magnitude Costing" for the playground space and "Village Hall Programing and Concept Design" regarding the Village's existing municipal buildings and the potential for a new construction on the former school site. Task 3 shall remain unaccepted until Tasks 1 and 2 are sufficiently completed to warrant further funding exploration and a subsequent resolution or ordinance is passed authorizing such. This Resolution shall be attached to the final agreement.

Section 2: That this Resolution is in the best interests of the Village of Shreve and its residents.

Section 3: That the aforesaid recitals are rendered to be the findings of this Council and are hereby incorporated into this Resolution.

Section 4: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council which resulted in formal action were taken in meetings open to the public, in full compliance with the applicable legal requirements including Section 121.22 of the Ohio Revised Code.

Section 5. That this Council hereby finds and declares this Resolution to be, so long as it receives the necessary 2/3 vote of Council, an emergency and immediately effective upon passage because this Resolution is necessary for the immediate preservation of the public peace,

health, or safety within the Village. If this Resolution does not receive the required vote threshold, it shall become effective at the soonest time allowable by law and be retroactive to **April 20, 2026**.

4/20/26

Approved On



Josiah Martin, Mayor



Heidi Garst,
President of Council

Attestation:

I, Leah Weirick, Fiscal Officer of the Village of Shreve, Wayne County, Ohio do hereby certify that the foregoing Resolution No. 6 - 2026 is a correct copy of the Resolution passed by a **majority/two-thirds** vote of members of the members of the Village of Shreve Council, which Resolution was duly passed by the Council of the Village of Shreve, and approved by Mayor of the Village of Shreve, County of Wayne, and State of Ohio on 20th day of, April, 2026 given under my hand the official seal this this 20th day of, April 2026.

by:  _____, Leah Weirick Fiscal Officer

April 16, 2026

Josie Hughes
Village Administrator
Village of Shreve

Regarding: Village Center Master Plan

OHM is pleased to submit a proposal to assist the Village of Shreve to advance the implementation of the Strategic Action Plan, with a focus on the 'Village Center', old school site. The purpose of this effort will be to refine the concept plan, . The plan will serve as an important tool to build alignment amongst local stakeholders, assist in capital planning, and serve as a tool to help apply for future funding.

SCOPE OF WORK:

This scope of work is outlined to advance the outcomes of the Strategic Action Plan. It is broken down into Phases, with the intent to authorize OHM to proceed with each Phase under this contract. Each subsequent Phase after Phase I will include a detailed scope prepared at a later date, and authorized as a contract modification to this agreement.

Task 1 – Concept Refinement and Order of Magnitude Costing

The first step is to update the previously developed concept plan to reflect current conditions following demolition of the former school building. This phase would focus on refining the layout of the proposed park space and community amenities and developing planning-level cost estimates to help the Village understand the magnitude of investment required. The focus would be to develop a Phase I project to update the ball fields, parking if needed, and a small play area.

Tasks will include:

- Updating the site concept based on current site conditions
- Refining the park layout including the softball fields, playground, and parking
- Developing planning-level opinions of cost for park improvements
- Identifying potential phasing strategies for park and site development

This phase provides the Village with a clear picture of the investment required and helps establish priorities for implementation.

Task 2 – Village Hall Programming and Concept Design

This task will focus on the future of Village Hall. While early visioning has been completed, no architectural assessment of the existing building has been conducted and scenario planning has not yet occurred. This task is intended to advance decision-making related to the Village Hall facility so the Village can make informed choices regarding future investment.

Tasks will include:



- Architectural assessment of the existing Village Hall facility
- Programming meetings and discussions with Village leadership and staff to identify current and future space needs
- Preparation of a Technical Architectural Assessment Report
- Development of up to four scenarios for the future of the Village Hall complex, which may include, but are not limited to:
 1. No further investment, with Village Hall remaining in its current condition
 2. Renovation of Village Hall at its current location
 3. Development of a new Village Hall at the former school site
 4. Development of a new Municipal Campus at the former school site to accommodate all Village services
- Preparation of public meeting materials to present the scenarios and gather community feedback

Task 3 – Funding and Implementation Strategy

With a refined concept and preliminary cost information in place, the final step would focus on identifying and pursuing funding opportunities to support project implementation.

Tasks will include:

- Identification of potential state, federal, and regional funding sources
- Development of a funding and grant strategy
- Assistance with phasing and implementation planning for the overall master plan
- Preparation of materials to support funding applications (additional service)

FEE AND REIMBURSABLE EXPENSES:

The proposed scope of work for Phase I as outlined herein will be completed for a lump sum fee of \$29,000 billed on a monthly percent complete basis, and based on Exhibit A 'Terms and Conditions'.

Task 1 – \$12,000

Task 2 – \$17,000

Task 3 - \$TBD based on outcomes of Task 2

AUTHORIZATION:

If you find this proposal to be acceptable, please provide OHM with authorization to proceed by signing below and returning a copy of the signed proposal. We appreciate the opportunity to serve the Village of Shreve and look forward to working with you on this project. Please do not hesitate to contact me directly at 614.843.0862 with any questions or for additional information.

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

ADVISORS' best 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.



Regards

Aaron Domini
Principal, OHM Advisors

Task 1

ACCEPTED

OHM Advisors

Aaron Domini
Principal
04.16.26

ACCEPTED

Village of Shrew
Client Name:

Client Title:
Mayor

Task 2

ACCEPTED

OHM Advisors

Aaron Domini
Principal
04.23.26

ACCEPTED

Village of Shrew
Client Name:

Client Title:
Mayor