



Committee of the Whole Meeting

Tuesday, May 10, 2022 at 7:00 pm

1. Call to Order
2. Roll Call
3. Comments related to agenda items.
4. Legislation
 - a. Resolution 2022-7 Walton Hills Lake Club Agreement

Attachments:

- **Resolution 2022-7 Walton Hills Lake Club Agreement** (Resolution_2022-7__Walton_Hills_Lake_Agreement.docx)

- b. Resolution 2022-11 Kimble Recycling and Disposal

Attachments:

- **Resolution 2022-11 Kimble Recycling and Disposal** (Resolution_2022-11_Kimble_Recycling_and_Disposal.docx)

5. Discussion to Amend Economic Development Contract
6. Other Business
7. Adjournment

VILLAGE OF WALTON HILLS, OHIO

RESOLUTION NO. 2022-7

INTRODUCED BY COUNCILPERSON

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE WALTON HILLS CLUB CO. (“COMPANY”), AN OHIO CORPORATION D.B.A. WALTON HILLS LAKE, FOR THE PROVISION OF RECREATION SERVICES FOR THE BENEFIT OF THE RESIDENTS OF THE VILLAGE THROUGH THE REMAINDER OF THE CALENDAR YEAR 2022 AND DECLARING AN EMERGENCY

WHEREAS, the Village has entered into a contract with the Walton Hills Club Co. (“Company”), an Ohio Corporation d.b.a. Walton Hills Lake, for certain recreation services for the benefit of the residents of the village; and

WHEREAS, the Company agrees to provide such services for a one year period; and

WHEREAS, the Council deems it in the best interest of the Village to contract with the company to provide said recreation services as exemplified in the agreement attached hereto as Exhibit “A” and made a part hereof as if fully rewritten herein.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WALTON HILLS, COUNTY OF CUYAHOGA AND STATE OF OHIO, THAT:

SECTION 1. The Mayor be and he is hereby authorized to enter into an agreement with Walton Hills Club Co. d.b.a. Walton Hills Lake for the provision of recreation services for the benefit of the residents of the Village through the remainder of the calendar year 2022 as delineated in Exhibit “A” attached hereto and made a part hereof as if fully rewritten herein.

SECTION 2. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public and in compliance with the law.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare for the reason stated in the preamble hereof, and provided it receives the affirmative vote of two-thirds (2/3) of the Village Council and signature of the Mayor; otherwise it shall take effect and be in force from and after the earliest period allowed by law.

DONALD KOLOGRAF, MAYOR

PASSED: _____, 2022

ATTEST: _____
ANGELA REVAY, FISCAL OFFICER

WALTON HILLS LAKE SERVICE AGREEMENT

This is an Agreement made and entered into this ____ day of _____ 2022, by and between Walton Hills Club Co. ("Company"), an Ohio Corporation d.b.a. Walton Hills Lake, located at 7157 Rotary Drive, Walton Hills, Ohio 44146, and the Village of Walton Hills ("Village"), a municipal corporation located at 7595 Walton Road, Walton Hills, Ohio 44146.

WHEREAS, the Village desires to contract with the Company to provide certain recreation services for the benefit of the residents of the Village; and

WHEREAS, the Company agrees to provide such services.

NOW, THEREFORE, in consideration of mutual promises and covenants set forth in this Agreement, the parties do hereby agree as follows:

Section 1. SERVICES

The Company hereby agrees to provide recreational services as follows:

1. Participation and accessibility to the Lake property shall be open to all residents on an equal basis in a limited capacity without membership as stated herein.

2. Lake Events

A. The following Lake program events shall be open and free of charge to all Walton Hills residents except as noted and all events are subject to change or cancellation based on health guidelines from the CDC and the State government:

Opening day;
Meet your neighbor night;
Open House with Entertainment
July 4th (extra charge for concession food may apply);
Labor Day

B. The following Walton Hills resident program events will be open and free of charge to residents and participating non-residents:

Village Parker Picnic;
Village Sports Banquet

3. Recreation and swimming services with certified lifeguards on duty during scheduled times shall be provided to all users, subject to inclement weather for the activities stated in paragraph 5 of this agreement. In addition, non-member Village residents can take swimming lessons at Walton Hills Lake for a \$15.00 fee per person per course. A \$25.00 fee will be charged for non-member, non-residents per person per course. Certificates will be awarded upon successful completion of the swimming course. Swim lessons

and/or scheduled times when the Lake will have lifeguards on duty will be subject to the availability of sufficient lifeguards to implement the program to insure safety.
4. Other programs suitable for various age groups at appropriate times and pursuant to interest shall be available to all Village residents so that all interested residents shall have an opportunity to use the facility. Fees may be charged for additional programs not specified as free herein.
5. The Company shall schedule two days per week for the Parker program (Tuesdays and Thursdays) for two hours from 1:30 p.m. to 3:30 p.m. The Village Recreation Director or recreation employee approved by the Lake shall be responsible for monitoring the children in the Parker program with adequate chaperones or Recreation Department personnel (recommended rate of at least one chaperone for each five (5) children).
6. The scope of this contract may be changed during the period of its enforcement, subject to mutual consent by the Village Legislative Authority and the Trustees of the Company. It is also agreed that there will be a coordination of all programs considered for implementation by the Company with the Village Recreation Director. All added services may result in an increased service charge if mutually agreed upon by both parties.
7. All residents shall be subject to the Walton Hills Lake Rules and Regulations. The current Rules and Regulations of the Walton Hills Lake are incorporated into and made a part of this agreement and are attached as Exhibit "A".

Section 2. TERM

This agreement shall commence upon its adoption and execution and shall continue through December 31, 2022.

Section 3. COMPENSATION

Village agrees to compensate Company in the following amount for services rendered upon proper invoice:

2022	\$ 20,000
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Payment will be made in one lump sum on or before June 1 of each year.

The Village shall absorb the tonnage cost for rubbish removal from the Walton Hills Lake facility.

Section 4. NOTICES

All changes and additions to this agreement and notices from one party to the other shall be made to:

<u>Village</u>	<u>Company</u>
Mayor and Council	President and Trustees
Village of Walton Hills	Walton Hills Lake
7595 Walton Road	7157 Rotary Drive
Walton Hills, OH 44146	Walton Hills, OH 44146

Section 5. RECORDS INSPECTION

Upon request by the Village, the Company shall make available for inspection and copying all financial records and trustee meeting minutes of the Company.

Section 6. INDEMNIFICATION

Each party agrees to defend, indemnify and hold each other harmless for any and all losses, liabilities, costs, damages, suits, actions, proceedings and expenses, including but not limited to reasonable attorney's fees, resulting from or related to or attributable to (1) any breach of this agreement committed by them, their employees or agents; (2) any negligent, reckless, wanton or willful act committed by them, their employees or agents.

Section 7. INSURANCE

The Company hereby certifies that during the term of this agreement, it shall maintain general comprehensive liability insurance coverage in the amount of a minimum of One Million Dollars (\$1,000,000.00) and maintain workers compensation coverage as statutorily required.

The Company shall provide the Village with certificates of insurance evidencing the insurance set forth above, identifying the name of the insurance company, the policy number and

expiration date and shall name Village as an additional insured and shall contain a statement that Village shall receive thirty (30) days prior written notice of cancellation or modification of any such insurance policies.

Section 8. RELATIONSHIP

Nothing in this agreement shall be deemed to constitute a joint venture or partnership or any other arrangement, business or financial or otherwise between the parties hereto except as expressly stated herein. Without limiting the foregoing, the parties acknowledge that neither is a partner, agent or legal representative of the other for any purpose and neither party is granted by the terms or execution of this agreement any express right, implied right or authority to assume or create any obligation or responsibility on behalf or in the name of the other or to bind the other in any manner.

Section 9. HEADINGS

The section headings contained in this agreement are for convenience only and shall not in any way affect the interpretation of enforceability of any provision of this agreement.

Section 10. NO WAIVER

No waiver, amendment or modification of any provision of this agreement shall be effective unless in writing and signed by both parties. The failure of a party to insist in any one or more instances on strict performance of any of the terms and conditions of this agreement or failure to exercise any right or remedy contained in this agreement shall not be considered as waiving any such terms, conditions, rights or remedies and the same shall be in full force and effect as if no waiver occurred.

Section 11. ASSIGNMENT

The Company shall not have the right to assign this agreement without the express written consent of Village.

Section 12. EFFECT OF PARTIAL INVALIDITY

If any provision of this agreement is held to be unenforceable, invalid or void to any extent for any reason, that provision shall remain in force and effect to the maximum extent allowable, if any, and the enforceability and validity of the remaining provisions of this agreement shall not be affected thereby.

Section 13. ENTIRE AGREEMENT

This agreement shall constitute the entire agreement of the parties.

Section 14. GOVERNING LAW

This agreement is executed in the State of Ohio and shall be governed and construed in accordance with the law of the State of Ohio.

Section 15. FINANCIAL DISCLOSURE

The Company shall provide to the Village full and complete disclosure of its financial condition, including financial reports, tax records, income and expense records within thirty (30) days of written demand by the Village.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed individually or by their respective officers duly authorized and stated below.

WITNESSES:

THE VILLAGE OF WALTON HILLS

Mayor

Date: _____

Village Fiscal Officer

Date: _____

Approved as to form:

Solicitor

WITNESSES:

WALTON HILLS CLUB CO., dba
WALTON HILLS LAKE

By: _____

Representative

Date: _____

VILLAGE OF WALTON HILLS, OHIO

RESOLUTION NO. 2022-11

INTRODUCED BY COUNCILPERSON

A RESOLUTION AUTHORIZING THE MAYOR TO ACCEPT THE BID OF KIMBLE RECYCLING & DISPOSAL, INC. FOR SOLID WASTE REMOVAL AND RECYCLING SERVICES AND ENTER INTO AN AGREEMENT FOR SAID SERVICES FOR A FIVE (5) YEAR PERIOD PURSUANT TO SAID BID, AND DECLARING AN EMERGENCY.

WHEREAS, Council is aware that the current contract for solid waste removal for Village residents is due to expire on July 31, 2022; and

WHEREAS, the Village Council authorized solid waste removal and recycling services for Village residents to go to bid through the consortium of municipalities that include Bedford, Bedford Heights, Walton Hills and Orange Village, and said bid request was properly advertised, bids were received, opened, tabulated and reported to all municipalities in the consortium; and

WHEREAS, Kimble Recycling & Disposal, Inc. submitted the bid that the consortium finds to be the lowest, responsive, responsible and best bid submitted; and

WHEREAS, Village Council desires to have the Mayor enter into a contract with Kimble Recycling & Disposal, Inc. for a five (5) year period with the option to extend the contract for (2) additional one year terms pursuant to the bid accepted, attached as Exhibit "A", and pursuant to an agreement substantially similar to the agreement attached as Exhibit "B", wherein the refuse and recycling carts owned by Kimble Recycling & Disposal, Inc. will be assigned to each Village residence.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF WALTON HILLS, STATE OF OHIO, THAT:

SECTION 1. That the Village Council hereby finds and determines that the bid advertisement for the solid waste collection and recycling services for the residents of the Village of Walton Hills, Ohio was duly made according to law; that bids have been received, opened and reported to Council, and that this Council does hereby accept the bid of Kimble Recycling & Disposal, Inc. as the lowest, responsive, responsible and best bid, and the Mayor is hereby authorized to enter into a contract for said services in accordance with the bid proposal terms.

SECTION 2. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of this Council and of any committees that resulted in those formal actions were in meetings open to the public and in compliance with the law.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety in the Village of Walton Hills, so as to avoid any interruption in solid waste collection and recycling service to the Village; wherefore this Resolution shall take effect and be in force upon receiving the affirmative vote of two-thirds (2/3) of the Village Council and signature of the Mayor, otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

DONALD KOLOGRAF, MAYOR

PASSED: _____, 2022

ATTEST: _____

ANGELA REVAY, FISCAL OFFICER