



# Committee of the Whole Meeting

Tuesday, April 4, 2023 at 7:00 pm

1. Call to Order

2. Roll Call

3. Comments related to agenda items.

4. Legislation

a. Resolution 2023-9 Planning Commission Term Limits

**Attachments:**

- **Resolution 2023-9 Planning Commission Term Limits** (Resolution\_2023-9\_Planning\_Commission\_Term\_Limits.docx)

b. Resolution 2023-10 BZA Term Limits

**Attachments:**

- **Resolution 2023-10 BZA Term Limits** (Resolution\_2023-10\_BZA\_Term\_Limits.docx)

c. Resolution 2023-11 ODOT Salt Program

**Attachments:**

- **Resolution 2023-11 ODOT Salt Program** (Resolution\_2023-11\_ODOT\_Salt\_Program.docx)

d. DRAFT Resolution 2023-12 Medical Insurance

**Attachments:**

- **DRAFT Resolution 2023-12 Medical Insurance** (Resolution\_2023-12\_Medical\_Insurance.docx)

e. Resolution 2023-13 Walton Hills Lake Club Agreement

**Attachments:**

- **Resolution 2023-13 Walton Hills Lake Club Agreement** (Resolution\_2023-13\_\_Walton\_Hills\_Lake\_Agreement.docx)

5. Other Business

6. Adjournment

## VILLAGE OF WALTON HILLS, OHIO

**ORDINANCE NO. 2023-9**

**INTRODUCED BY COUNCILPERSON**

### **AN ORDINANCE AMENDING SECTION 1220.01 (b) OF THE CODIFIED ORDINANCES OF THE VILLAGE REGARDING TERM LIMITS AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Walton Hills has expressed a desire to limit the terms of Planning Commission Members to encourage public participation and provide opportunities to individuals who wish to participate in government.

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

Section 1. That section 1220.01 (b) which currently reads:

(b) When a position on the Planning Commission becomes vacant, the Mayor shall appoint the successor within 45 days of the creation of the vacancy, subject to approval of the Legislative Authority for the unexpired term, or full-term as the case may be. However, in the event the Mayor fails to make the appointment within 45 days to fill the vacancy, Council may fill the vacancy by a majority vote. The Mayor shall notify Council of the appointment within the 45-day time period to satisfy this provision. Council's failure to confirm any appointment of the Mayor shall result in a new, 45-day time period for the Mayor to present a new appointment. Where the outgoing Commission Member has served with distinction and desires to continue their service to the Village, the Mayor and Council shall reserve the right to give priority to that applicant in considering their reappointment to another term. Letters of interest may be completed and submitted to the Mayor by residents who are interested in the open seat on the Planning Commission. All letters of interest will be open for public review.

is hereby repealed and amended as follows:

(b) When a position on the Planning Commission becomes vacant, the Mayor shall appoint the successor within 45 days of the creation of the vacancy, subject to approval of the Legislative Authority for the unexpired term, or full-term as the case may be. However, in the event the Mayor fails to make the appointment within 45 days to fill the vacancy, Council may fill the vacancy by a majority vote. The Mayor shall notify Council of the appointment within the 45-day time period to satisfy this provision. Council's failure to confirm any appointment of the Mayor shall result in a new, 45-day time period for the Mayor to present a new appointment. Where the outgoing Commission Member has served with distinction and desires to continue their service to the Village, the Mayor and Council shall reserve the right to give priority to that applicant in considering their reappointment to another term. The Village hereby expresses an intention to limit members to 2 consecutive full terms to encourage participation and provide opportunities to individuals who wish to participate in government. Letters of interest may be completed and submitted to the Mayor by residents who are interested in the open seat on the Planning Commission. Nothing shall prohibit an individual from reapplying for a third term after sitting out a term or should there be no other applicants. All letters of interest will be open for public review.

Section 2. Any other subsection of 1220.01 not herein modified shall remain in full force and effect.

Section 3. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Ordinance 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:** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and to immediately comply with current construction standards; wherefore this Ordinance 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.

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DONALD P. KOLOGRAF, MAYOR

PASSED: \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_

ANGELA REVAY, FISCAL OFFICER

## VILLAGE OF WALTON HILLS, OHIO

**ORDINANCE NO. 2023-10**

**INTRODUCED BY COUNCILPERSON**

### **AN ORDINANCE AMENDING SECTION 1254.05 (f) OF THE CODIFIED ORDINANCES OF THE VILLAGE REGARDING TERM LIMITS, AND DECLARING AN EMERGENCY**

WHEREAS, the Village of Walton Hills has expressed a desire to limit the terms of Zoning Board of Appeals Members to encourage public participation and provide opportunities to individuals who wish to participate in government.

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

Section 1. That section 1254.05 (f) which currently reads:

(f) Vacancy. When a position on the Zoning Board of Appeals becomes vacant, the Mayor shall appoint the successor within 45 days of the creation of the vacancy, subject to approval of the Legislative Authority for the unexpired term, or full-term as the case may be. However, in the event the Mayor fails to make the appointment within 45 days to fill the vacancy, Council may fill the vacancy by a majority vote. The Mayor shall notify Council of the appointment within the 45-day time period to satisfy this provision. Council's failure to confirm any appointment of the Mayor shall result in a new, 45-day time period for the Mayor to present a new appointment. Where the outgoing board member has served with distinction and desires to continue their service to the Village, the Mayor and Council shall reserve the right to give priority to that applicant in considering their reappointment to another term. Letters of interest may be completed and submitted to the Mayor by residents who are interested in the open seat on the Zoning Board of Appeals. All letters of interest will be open for public review.

is hereby repealed and amended as follows:

(f) Vacancy. When a position on the Zoning Board of Appeals becomes vacant, the Mayor shall appoint the successor within 45 days of the creation of the vacancy, subject to approval of the Legislative Authority for the unexpired term, or full-term as the case may be. However, in the event the Mayor fails to make the appointment within 45 days to fill the vacancy, Council may fill the vacancy by a majority vote. The Mayor shall notify Council of the appointment within the 45-day time period to satisfy this provision. Council's failure to confirm any appointment of the Mayor shall result in a new, 45-day time period for the Mayor to present a new appointment. Where the outgoing board member has served with distinction and desires to continue their service to the Village, the Mayor and Council shall reserve the right to give priority to that applicant in considering their reappointment to another term. The Village hereby expresses an intention to limit members to 2 consecutive full terms to encourage participation and provide opportunities to individuals who wish to participate in government. Letters of interest may be completed and submitted to the Mayor by residents who are interested in the open seat on the Zoning Board of Appeals. Nothing shall prohibit an individual from reapplying for a third term after sitting out a term or should there be no other applicants. All letters of interest will be open for public review.

Section 2. Any other subsection of 1254.05 not herein modified shall remain in full force and effect.

Section 3. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Ordinance 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:** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public health, safety and welfare and to immediately comply with current construction standards; wherefore this Ordinance 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.

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DONALD P. KOLOGRAF, MAYOR

PASSED: \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_

ANGELA REVAY, FISCAL OFFICER

**VILLAGE OF WALTON HILLS, OHIO**

**RESOLUTION NO. 2023-11**

**INTRODUCED BY COUNCILPERSON**

**A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH THE OHIO DEPARTMENT OF TRANSPORTATION, OFFICE OF CONTRACTS, PURCHASING SERVICES FOR PARTICIPATION IN THE OHIO DEPARTMENT OF TRANSPORTATION'S CONTRACT FOR ROCK SALT AND DECLARING AN EMERGENCY.**

**WHEREAS**, Section 5513.01(B) of the Ohio Revised Code provides the opportunity for political subdivisions including, inter alia, municipal corporations, to participate in contracts with the Ohio Department of Transportation for the purchase of machinery, material, supplies, or other articles, including rock salt; and

**WHEREAS**, the Council of the Village of Walton Hills deems it in the best interest of the Village to enter into an agreement with the Ohio Department of Transportation, Office of Contracts, Purchasing Services for the purchase of rock salt.

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

**SECTION 1.** The Mayor be and he is hereby authorized to execute an agreement in the form attached hereto as Exhibit "A" and made a part hereof as if fully rewritten herein with the Ohio Department of Transportation for the purchase of rock salt from time to time for the 2023-2024 winter season.

**SECTION 2.** The Village of Walton Hills agrees to be responsible for resolving all claims or disputes arising out of its participation in the cooperative purchasing program under Section 5513.01(B) of the Ohio Revised Code. The Village of Walton Hills releases and forever discharges the director of transportation and the Ohio Department of Transportation from all such claims, actions, expenses, or other damages arising out of its participation in the cooperative purchasing program which the Village of Walton Hills may have or claim to have against O.D.O.T. or its employees, unless such liability is the result of negligence on the part of O.D.O.T. or its employees.

**SECTION 3.** The Village Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution was 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 4.** That 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.

\_\_\_\_\_

DON KOLOGRAF, MAYOR

PASSED: \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_

ANGELA REVAY, FISCAL OFFICER

VILLAGE OF WALTON HILLS, OHIO

RESOLUTION NO. 2023-12

INTRODUCED BY COUNCILPERSON

**A RESOLUTION AUTHORIZING THE MAYOR AND THE FISCAL OFFICER OF THE VILLAGE OF WALTON HILLS TO ENTER INTO A CONTRACT WITH ANTHEM FOR HEALTHCARE AND PRESCRIPTIVE DRUG INSURANCE COVERAGE FOR ALL ELIGIBLE VILLAGE EMPLOYEES, EFFECTIVE MAY 1, 2023 THROUGH APRIL 30, 2024, AND DECLARING AN EMERGENCY.**

**WHEREAS**, the Village of Walton Hills provides basic healthcare, dental, vision, and prescriptive drug insurance as a benefit to all eligible Village employees; and

**WHEREAS**, the current basic coverage for full time Village employees with Anthem has a 8% increase in renewal rates for 2023-2024; and

**WHEREAS**, said renewal also includes a voluntary flexible spending account as well as a voluntary election for short or long term disability insurance; and

**WHEREAS**, Oswald Companies, Third Party Administration for the Village of Walton Hills, has procured and reviewed proposals from various healthcare insurance providers and recommends renewal with Anthem.

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

**SECTION 1.** That the Mayor and Fiscal Officer of the Village of Walton Hills are hereby authorized and directed to enter into the agreement with Anthem to provide basic healthcare and prescriptive drug insurance coverage for all eligible Village employees, effective May 1, 2023 through April 30, 2024.

**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: \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_

ANGELA REVAY, FISCAL OFFICER



**VILLAGE OF WALTON HILLS, OHIO**

**RESOLUTION NO. 2023-13**

**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 2023 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 2023 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: \_\_\_\_\_, 2023

ATTEST: \_\_\_\_\_  
ANGELA REVAY, FISCAL OFFICER

## WALTON HILLS LAKE SERVICE AGREEMENT

This is an Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, 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 4<sup>th</sup> (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 1:00 p.m. to 3:00 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, 2023.

Section 3. COMPENSATION

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

|      |           |
|------|-----------|
| 2023 | \$ 25,000 |
|------|-----------|

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: \_\_\_\_\_