



# Committee of the Whole Meeting

Tuesday, April 8, 2025 at 7:00 pm

1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Comments related to agenda items.
5. Finance Discussion
6. Police and Dispatch Discussion
7. Legislation
  - a. Resolution 2025-10 Walton Hills Lake Club Agreement

**Attachments:**

- **Resolution 2025-10 Walton Hills Lake Club Agreement** (Resolution\_2025-10\_\_Walton\_Hills\_Lake\_Agreement.docx)

- b. Resolution 2025-12 Ohio Department of Transportation Contract for Rock Salt

**Attachments:**

- **Resolution 2025-12 ODOT Salt Program** (Resolution\_2025-12\_ODOT\_Salt\_Program.docx)
- **Written Agreement to participate in the ODOT Annual Road Salt Bid** (Exhibit\_Salt\_Authorization.pdf)

8. Other Business
9. Adjournment

**VILLAGE OF WALTON HILLS, OHIO**

**RESOLUTION NO. 2025-10**

**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 2025 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 2025 as delineated in Exhibit "A" attached hereto and made a part hereof as if fully rewritten herein in an amount not to exceed \$25,000. The finance director is hereby authorized to appropriate and pay said sum during the calendar year 2025.

**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: \_\_\_\_\_, 2025

ATTEST: \_\_\_\_\_  
NICKOL SELL, FISCAL OFFICER

## **WALTON HILLS LAKE SERVICE AGREEMENT**

This is an Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2025, 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, 2025.

Section 3. COMPENSATION

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

2025	\$ 25,000
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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. 2025-12**

**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 2025-2026 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.

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DON KOLOGRAF, MAYOR

PASSED: \_\_\_\_\_, 2025

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

NICKOL SELL, FISCAL OFFICER

**RESOLUTION AUTHORIZING PARTICIPATION  
IN THE ODOT ROAD SALT CONTRACTS AWARDED IN 2025**

**WHEREAS**, the (The Village of Walton Hills, Cuyahoga County) (hereinafter referred to as the “Political Subdivision”) hereby submits this written agreement to participate in the Ohio Department of Transportation’s (ODOT) annual road salt bid in accordance with Ohio Revised Code 5513.01(B) and hereby agrees to all of the following terms and conditions in its participation of the ODOT road salt contract:

a. The Political Subdivision hereby agrees to be bound by all terms and conditions established by ODOT in the road salt contract and acknowledges that upon of award of the contract by the Director of ODOT it shall be bound by all such terms and conditions included in the contract; and

b. The Political Subdivision hereby acknowledges that upon the Director of ODOT’s signing of the road salt contract, it shall effectively form a contract between the awarded salt supplier and the Political Subdivision; and

c. The Political Subdivision agrees to be solely responsible for resolving all claims or disputes arising out of its participation in the ODOT road salt contract and agrees that each party hereto shall be responsible for liability associated with that party’s own errors, actions, and failures to act.

d. The Political Subdivision’s electronic order for Sodium Chloride (Road Salt) will be the amount the Political Subdivision agrees to purchase from its awarded salt supplier at the delivered bid price per ton awarded by the Director of ODOT; and

e. The Political Subdivision hereby agrees to purchase a minimum of 90% of its electronically **submitted** salt quantities from its awarded salt supplier during the contract’s effective period; and

f. The Political Subdivision hereby agrees to place orders with and directly pay the awarded salt supplier on a net 30 basis for all road salt it receives pursuant to ODOT salt contract; and

g. The Political Subdivision acknowledges that should it wish to rescind this participation agreement it will do so by written, emailed request by no later than Friday, May 3rd, **by 5:00 p.m.** The written, emailed request to rescind this participation agreement must be received by the ODOT Office of Contract Sales, Purchasing Section email: [Contracts.Purchasing@dot.ohio.gov](mailto:Contracts.Purchasing@dot.ohio.gov) by the deadline. The Department, upon receipt, will respond that it has received the request and that it has effectively removed the Political Subdivision’s participation request. Furthermore, it is the sole responsibility of the Political Subdivision to ensure ODOT has received this participation agreement as well as the receipt of any request to rescind this participation agreement. The Department shall not be held responsible or liable for failure to receive a Political Subdivision’s participation agreement and/or a Political Subdivision’s request to rescind its participation agreement.

**NOW, THEREFORE**, be it ordained by the following authorized person(s) that this participation agreement for the ODOT road salt contract is hereby approved, funding has been authorized, and the Political Subdivision agrees to the above terms and conditions regarding participation on the ODOT salt contract:

_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date
_____	(Authorized Signature)	_____	Approval Date

**THIS RESOLUTION MUST BE UPLOADED TO THE SALT PARTICIPATION WEBSITE BY NO LATER THAN MAY 3rd, 2025.**

PLEASE NOTE: THE DEPARTMENT WILL NOT ACCEPT TYPED SIGNATURES. PARTICIPATION AGREEMENTS SUBMITTED WITH TYPED SIGNATURES WILL BE INVALID AND INELIGIBLE FOR APPROVAL. YOU CANNOT SUBMIT A WORD DOCUMENT VERSION OF THIS PARTICIPATION AGREEMENT. NO EXCEPTIONS.