

CITY OF KIRTLAND

RESOLUTION NUMBER 20-R-40

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A COOPERATION AGREEMENT WITH THE KIRTLAND PUBLIC LIBRARY AND KIRTLAND YOUTH SOCCER LEAGUE FOR THE ESTABLISHMENT AND MAINTAINANCE OF SOCCER FIELDS AT 9267 CHILLICOTHE ROAD, AND DECLARING AN EMERGENCY.

WHEREAS, the City of Kirtland has identified the need for more recreational facilities within the City; and

WHEREAS, the Kirtland Public Library owns land behind its building that would be suitable for a soccer field; and

WHEREAS, the Kirtland Youth Soccer League desires more soccer fields to ensure adequate and sufficient fields for its participants;

WHEREAS, through the cooperation of the City, Library and League, all parties have negotiated an agreement to construct and maintain soccer fields for the betterment of the community, a copy of which is attached hereto as Exhibit 1; and

WHEREAS, due to the current state of emergency in Ohio and the governor's current stay at home order stemming from the COVID-19 pandemic, the Kirtland Community Center has been closed to protect both the community and the staff from potential infection; and

WHEREAS, Kirtland Codified Ordinance 220.25 requires the posting of copies of enacted legislation for fifteen consecutive days in three places within the City, those being City Hall, the Kirtland Public Library, and the Kirtland Community Center; and

WHEREAS, Kirtland Codified Ordinance 220.25 grants City Council the authority to modify the posting requirement.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Kirtland, County of Lake and State of Ohio, that:

SECTION 1: The Mayor is hereby authorized to enter into the Cooperative Agreement with the Kirtland Public Library and Kirtland Youth Soccer League, said agreement is attached hereto as Exhibit 1 and specifically made a part hereof.

SECTION 2: The City Council, pursuant to its authority in Kirtland Codified Ordinance, Section 220.25 and due to the COVID-19 pandemic, hereby modifies the requirement to post this enacted legislation in three places and requires the following:

1. The Clerk of Council is hereby directed to post the enacted legislation in City Hall and the Kirtland Public Library for fifteen (15) consecutive days after the effective date of this legislation; and
2. Due to the closure of the Kirtland Community Center, the Clerk of Council is not required to post said enacted legislation in that location; and
3. The Clerk of Council is hereby directed to post the enacted legislation on the City of Kirtland's website for fifteen (15) consecutive days after the effective date of this legislation.

SECTION 3: It is found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were passed in an open meeting of this Council, and that all deliberations of this Council and of any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

SECTION 4: This Resolution is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that it is necessary to provide for the needs of the municipality and ensure the health of its citizens by providing adequate recreational facilities; wherefor, this Resolution shall be in full force and effect immediately upon its passage by the affirmative vote of five (5) members of Council and approval by the Mayor, otherwise this Resolution shall be in effect from and after its adoption at the earliest period allowed by law.

First Reading: _____
 Second Reading: _____
 Third Reading: _____

DATE PASSED: _____

President of Council

Submitted to the Mayor for his
Approval on this _____ day of
_____, 2020.

ATTEST:

Approved by the Mayor on this _____
day of _____, 2020.

Clerk of Council
Cooperative Agreement for Soccer Fields

Mayor Kevin F. Potter

COOPERATIVE AGREEMENT

This Cooperative Agreement (“Agreement”) is entered into by and between the Kirtland Public Library (“Library”), located at 9267 Chillicothe Road, Kirtland, Ohio 44094, the City of Kirtland (“City”), located at 9301 Chillicothe Road, Kirtland, Ohio 44094, and the Kirtland Youth Soccer League (“League”), a non-profit corporation, with a principal address of 7992 Barristers Court, Kirtland, Ohio 44094.

For good and valuable consideration, the parties agree as follows:

SECTION I. PURPOSE

The parties to this Agreement desire to work cooperatively together for the purpose of providing adequate outdoor space for participants of the League to have soccer practices and games while ensuring that the property is properly and safely maintained.

SECTION II. RESPONSIBILITIES OF LIBRARY

The Library shall be responsible for the following:

- A. Permit the League to have access to the undeveloped portion of the Library’s property located at 9267 Chillicothe Road, Kirtland, Ohio 44094 (“Field”). Such access shall be limited to the use of the Field for soccer practices and games, and all activities incidental thereto, by participants, members, and spectators of the League in accordance with a pre-approved schedule as agreed upon between the Library and the League.
- B. Allow League participants, members, and spectators to park in the Library parking lot only in the event that the City parking lot is unavailable during League events on the Field.
- C. Allow League participants, members, and spectators to use the Library restroom facilities during League events on the Field if the Library is open during said events.

SECTION III. RESPONSIBILITY OF CITY

The City shall be responsible for the following:

- A. Allow League members, participants, and spectators to park in the City parking lot behind City Hall during League events on the Field.
- B. Establish and maintain a pathway behind City Hall to provide access from the City Hall parking lot to the Field, as is shown in Exhibit A, which is attached hereto and incorporated herein. The pathway shall be comprised of asphalt grinding, shall be at least ten feet in width, and shall comply with all applicable laws and regulations, including the Americans with Disabilities Act.

- C. Maintain the Field on behalf of the Library, which shall include planting grass where necessary, mowing the grass on a regular basis, and all other ordinary and reasonable maintenance that is required as agreed upon by the City and the Library.
- D. Paint, stripe, and level the Field as necessary for the League's purposes, as well as set soccer league goals.
- E. Provide two trash receptacles which shall be made available to League participants, members, and spectators, and pickup and dispose of such trash after every League event held on the Field.
- F. Pay the cost of repair for any damage or loss caused to the Field or the Library's property as a result of engaging in the activities described in this Agreement. This clause shall survive termination of this Agreement.
- G. Install a sign at the pathway to direct League participants, members, and spectators, if the League provides such a sign to the City.
- H. Allow League participants, members, and spectators to use the restrooms located in City Hall during League events on the Field if City Hall is open during said events.
- I. Prepare a release and indemnification document protecting the City and the Library which shall be signed by League participants prior to engaging in any League activities on the Field. Such document shall be approved by both the City and Library prior to its use.

SECTION IV. RESPONSIBILITIES OF LEAGUE

The League shall be responsible for the following:

- A. Provide a schedule to the Library and the City of the dates and times necessary to use the Field at least one month in advance. This schedule shall be approved in advance as agreed upon by the Library and the League. Generally, use of the Field shall be limited to April through May for the "Spring Season" and August through October for the "Fall Season."
- B. Require all League participants to sign the release and indemnification form prepared by the City prior to engaging in any activities on the Field. A copy of every signed document shall be provided to the Library and the City before use of the Field by the participant.
- C. Hold harmless and indemnify the Library, the City, and their boards, employees, agents, and representatives against all liability, demands, claims, suits, losses, damages, causes of action, fines, or judgments including costs, attorneys' and witness fees, and expenses incidental thereto for any injury, damage, or loss, including death to persons or property arising out of or in conjunction with this Agreement. This clause shall survive termination of this Agreement.

- D. Pay the cost of repair for any damage or loss caused to the Field or the Library's property as a result of engaging in the activities described in this Agreement. This clause shall survive termination of this Agreement.
- E. Require League participants, members, and spectators to utilize the trash receptacles provided by the City to dispose of all trash while engaging in activities on the Field.
- F. Ensure that League participants, members, and spectators do not engage in any behavior or activity that will cause damage or loss to the Field or the property of either the Library or the City.
- G. Maintain general liability insurance in the amount of at least One Million Dollars (\$1,000,000.00) and add the Library as an additional insured. Proof of coverage shall be provided to the Library prior to use of the Field.
- H. Inform League participants, members, and spectators that City Hall is the primary parking lot and the Library parking lot is only to be used as overflow parking in the event that City Hall parking lot is full.
- I. Provide any equipment or seating necessary for its purpose to engage in the approved activities on the Field while ensuring that such equipment and/or seating does not cause any damage or harm to the Field or the Library's property.

SECTION V. GENERAL TERMS AND CONDITIONS

- A. Term and Termination of this Agreement:
 - 1. The Term of this Agreement shall continue year to year until terminated.
 - 2. This Agreement may be terminated at the conclusion of either the Spring Season or Fall Season each year by any party by providing notice to the other parties not more than thirty (30) days following such Season.
 - 3. Should the City terminate this Agreement, it may continue in effect as long as both the Library and the League agree to continue this Agreement in a written document signed by both the Library and the League.
- B. A party giving notice as provided for by the Agreement shall send such notice by United States Postal Service, certified mail, return receipt requested, to the address of the other party which is set forth immediately before Section I, or to such other address as the party designates in writing. Notice is considered to be given upon return of the requested receipt, or three days after such notice is sent by the United States Postal Service in the event the receipt is not returned.
- C. No partnership, joint venture, or other organization or entity shall be deemed to be created by virtue of this Agreement.

- D. This Agreement constitutes the entire Agreement between the parties, and terminates all prior agreements, written or oral, between the parties concerning the same activities. Any amendment to this Agreement shall be in writing and signed by all parties.
- E. In the event that any portion of this Agreement is deemed unlawful or otherwise unenforceable, it shall be stricken and the remaining provisions shall remain in full force and effect.
- F. Each undersigned individual represents that he/she has full authority to enter into and bind such party on whose behalf he/she is signing this Agreement.

THIS AGREEMENT is entered into and effective as of the date the last party to sign below.

**CITY OF
KIRTLAND**

**KIRTLAND PUBLIC
LIBRARY**

**KIRTLAND YOUTH
SOCCER LEAGUE**

Signature

Signature

Signature

Printed Name

Printed Name

Printed Name

Title

Title

Title

Date

Date

Date

Web AppBuilder for ArcGIS



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

Placement of path and crosswalk
are approximate.

1 inch = 94 feet

Creation Date: November 13, 2019

EXHIBIT A