

RESOLUTION NO. 2026-39
INTRODUCED BY: Mayor Bodnar

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR AND
PRESIDENT OF COUNCIL TO ENTER INTO A FIELD USE AGREEMENT
WITH THE MAYFIELD SOCCER CLUB
THROUGH DECEMBER 31, 2026 WITH AUTOMATIC RENEWAL
OF TWO ADDITIONAL ONE-YEAR TERMS
COMMENCING JANUARY 1, 2027 AND COMMENCING JANUARY 1, 2028**

WHEREAS, one of the best features in Mayfield Village is the comprehensive Parkview Recreation Complex offering extensive outdoor and aquatic amenities for the community; and

WHEREAS, Parkview Soccer Fields are part of the Recreation Complex; and

WHEREAS, through the years, the Mayfield Soccer Club has requested the use of the Parkview Soccer Fields; and

WHEREAS, Mayfield Village desires to promote community recreation and youth/adult sports activities through a formalized and mutually beneficial arrangement; and

WHEREAS, Mayfield Village hereby enters into a Field Use Agreement, consisting of five (5) soccer fields at Parkview with the Mayfield Soccer Club solely for the purpose of conducting practices, games and scrimmages, clinics, tryouts and other sanctioned soccer-related activities of the Club, said Agreement to become effective immediately upon passage by Council; and

WHEREAS, said Field Use Agreement between Mayfield Village and the Mayfield Soccer Club, outlining clear terms regarding scheduling, maintenance responsibilities, fee structures and liability insurance requirements, is attached; and

WHEREAS, the Mayfield Soccer Club hereby agrees to pay the annual amount of \$4,000 in 2026, \$4,100 in 2027 and \$4,200 in 2028, payable no later than the Effective Date of the Agreement and each year thereafter no later than January 1, 2027 and January 1, 2028. (Exhibit B to the Field Use Agreement).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF MAYFIELD VILLAGE, THAT:

SECTION 1. The Council of Mayfield Village finds and determines that it is in the best interest on the Village to enter into said Field Use Agreement with Mayfield Soccer Club and hereby authorizes the Mayor and Council President to execute the attached Field Use Agreement with the Mayfield Soccer Club.

SECTION 2. The Council finds and determines that all formal actions of the Council relating to the adoption of this Resolution have been taken at open meetings of this Council; and that deliberations of this Council and of its committees, resulting in such formal action, took place in meetings open to the public in compliance with all statutory requirements including the requirements of Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure immediately necessary to the Village, for the benefit of the residents and community of Mayfield Village. It shall, therefore, take effect immediately upon the passage by the affirmative vote of not less than five (5) members elected to Council and approval by the Mayor or otherwise at the earliest time allowed by law.

STEPHEN SCHUTT
Council President

First Reading: _____, 2026

Second Reading: _____, 2026

Third Reading: _____, 2026

PASSED: _____, 2026

BRENDA T. BODNAR, Mayor

APPROVED AS TO FORM:

DIANE A. CALTA, ESQ., Director of Law

ATTEST: _____
MARY E. BETSA, MMC, Clerk of Council

FIELD USE AGREEMENT

Between the Village of Mayfield and the Mayfield Soccer Club

This Field Use Agreement (the “**Agreement**”) is entered into as of this 17th day of August, 2026 (“**Effective Date**”), by and between the **Mayfield Village, Ohio**, a municipal corporation organized under the laws of the State of Ohio, with offices located at 6622 Wilson Mills Road, Mayfield Village, Ohio 44143 (“**Village**”), and the **Mayfield Soccer Club**, an Ohio nonprofit organization (“**Club**”). The Village and the Club may each be referred to individually as a “**Party**” and collectively as the “**Parties**.”

WHEREAS, the Village owns and maintains certain athletic fields located within Mayfield Village, Ohio, as more particularly described in Exhibit A attached hereto (“**Fields**”); and

WHEREAS, the Club is an organized youth soccer program serving the residents of the Mayfield community and surrounding areas, and has requested permission to use the Fields for its sanctioned activities; and

WHEREAS, the Village is willing to grant the Club a limited, revocable license to use the Fields, subject to the terms, conditions, restrictions, and reservations of right set forth in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants, promises, and conditions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. GRANT OF LIMITED REVOCABLE LICENSE

Subject to the terms and conditions of this Agreement, and subject in all respects to the Village’s superior rights, the Village hereby grants to the Club a limited, non-exclusive, non-assignable, and fully revocable license (“**License**”) to use the Fields solely for the purposes of conducting practices, games, clinics, tryouts, and other sanctioned soccer-related activities of the Club (collectively, “**Permitted Use**”). The License is a privilege only and does not create any leasehold, tenancy, easement, possessory interest, or any other real-property interest in favor of the Club. The Club acknowledges that the Village retains full and exclusive possession, custody, and control of the Fields at all times.

2. TERM AND TERMINATION

- (a) **Term.** The initial term of this Agreement shall commence on the Effective Date and shall continue through December 31, 2026, unless sooner terminated as provided herein. The Agreement shall automatically renew for two (2) additional one (1) year terms, commencing January 1, 2027 and continuing through December 31, 2027; and commencing January 1, 2028 and continuing through December 31, 2028. Thereafter, this Agreement may be renewed only by written instrument signed by both Parties.
- (b) **Termination for Convenience.** Either Party may terminate this Agreement, in whole or in part, at any time and for any reason or no reason, upon ninety (90) days’ prior written notice to the other

Party; provided, however, that neither Party may exercise a termination for convenience under this Section 2(b) during a scheduled season (as reflected in the then-current approved schedule under Section 3(a)). If the Village terminates this Agreement for convenience, the Village shall refund to the Club a pro-rata portion of any pre-paid fees corresponding to the unused portion of the term.

- (c) **Termination for Cause.** Either Party may terminate this Agreement immediately upon written notice in the event of a material breach by the other Party that is not cured within ten (10) days of written notice describing the breach.
- (d) **Effect of Termination.** Upon termination or expiration, the Club shall immediately cease all use of the Fields and shall remove its property from the Fields within five (5) days. Any amounts owed to the Village shall survive termination.

3. SCHEDULING AND PERMITTED USE

- (a) **Scheduling.** All Club use of the Fields shall be coordinated with and approved in advance by the Mayfield Village Parks and Recreation Director (“Director”) or the Director’s designee. Village programs, public uses, and other municipal needs shall at all times have priority over the Club’s use.
- (b) **Approved Activities Only.** The Club shall use the Fields only for the Permitted Use. No other activity — including but not limited to camps operated by third parties, tournaments not pre-approved in writing, commercial events, fundraising activities involving the sale of goods, or any activity charging admission — shall occur on the Fields without prior written approval of the Director.
- (c) **Compliance with Laws and Rules.** The Club shall comply with all applicable federal, state, and local laws, ordinances, and regulations, as well as all Village rules, policies, and posted signage governing use of the Fields and adjacent Village property.
- (d) **Prohibited Conduct.** No alcohol, tobacco products (including vaping or electronic smoking devices), illegal drugs, fireworks, firearms, glass containers, or unauthorized motorized vehicles shall be permitted on the Fields. Pets, except service animals, are prohibited during Club activities.

4. FIELD CLOSURES — SOLE AND EXCLUSIVE AUTHORITY OF VILLAGE

The Parties expressly agree that the Village shall have *sole and exclusive authority* to determine whether the Fields are playable or shall be closed for any reason whatsoever, including but not limited to weather, field conditions, turf preservation, scheduled maintenance, public safety, or any other reason the Village deems appropriate. The Club acknowledges and agrees to the following:

- (a) **Sole Discretion.** Determinations regarding playability and closure are within the sole and absolute discretion of the Village, acting through the Director or the Director’s designee. Such determinations are final and shall not be subject to challenge, appeal, or second-guessing by the Club.

- (b) **Methods of Closure Notification.** The Village may communicate closures by any reasonable means, including posted signage at the Fields, telephone, email, text message, or posting on the Village's website or social media. The Club is responsible for confirming field status prior to each scheduled use.
- (c) **Unauthorized Use During Closure.** Use of the Fields by the Club, its coaches, players, parents, volunteers, or invitees during a posted or communicated closure is strictly prohibited and shall constitute a material breach of this Agreement.
- (d) **Billing for Damage.** Any damage to the Fields, irrigation, turf, drainage, fencing, goals, or related improvements that is caused by or results from Club use during a closure shall be billed to the Club. Such charges shall be limited to actual, documented costs of labor, equipment, materials, replacement turf or seed, and restoration, plus administrative overhead not to exceed fifteen percent (15%) of such documented costs. The Village shall provide the Club with reasonable documentation supporting any damage charges. The Club shall remit payment within thirty (30) days of invoice; amounts not paid when due shall accrue interest at the maximum rate permitted by Ohio law.
- (e) **Repeat Violations.** Two (2) or more violations of this Section 4 within any rolling twelve (12)-month period shall, at the Village's option, constitute an automatic material breach permitting immediate termination of this Agreement without opportunity to cure.

5. MAINTENANCE AND FIELD ALTERATIONS

The Club acknowledges that the Fields are public assets of the Village and that the integrity, safety, and appearance of the Fields require centralized, professional maintenance under the Village's control. The Village shall maintain the Fields in a condition reasonably suitable for their intended use as youth soccer fields and shall address safety hazards within forty-eight (48) hours of receiving a written maintenance request identifying a hazard under Section 5(e). Accordingly, the Parties agree as follows:

- (a) **Exclusive Maintenance Authority.** All maintenance of the Fields — including, without limitation, seasonal maintenance, mowing, edging, aeration, overseeding, sodding, top-dressing, irrigation, drainage work, line painting, goal installation and removal, infield work, repairs of any kind, and any other improvement or upkeep — shall be performed **exclusively by the Mayfield Village Service Department**. The Club, its coaches, players, parents, volunteers, contractors, and invitees shall not perform, contract for, or cause to be performed any maintenance, repair, or improvement on or to the Fields.
- (b) **Exception Requires Dual Written Approval.** The prohibition in Section 5(a) may be waived only by the prior written approval of *both* the Mayfield Village Parks and Recreation Director **and** the Mayfield Village Service Director (or, in either case, their official designee). Verbal permission shall not be valid. Any such approval shall be limited to the specific scope, date, location, and personnel identified in the writing.

- (c) **Prohibited Materials on Fields.** At no time, and under no circumstances, shall the Club or any person acting on its behalf apply, deposit, spread, broadcast, spray, dump, or otherwise place any material on the Fields. Prohibited materials include, but are not limited to: field-drying agents (such as Diamond Dry, Turface, calcined clay, or similar products); fertilizers; herbicides; pesticides; fungicides; lime; gypsum; soil amendments; sand; topsoil; seed; sod; paint, marking paint, or chalk; line-marking dust; mulch; salt or ice-melt products; gasoline, oil, or other petroleum products; or any other chemical, organic, or inorganic substance. If a field condition appears to require treatment, the Club shall submit a maintenance request under Section 5(e) and shall take no independent action.
- (d) **No Field Alterations.** The Club shall not alter the Fields in any manner. Prohibited alterations include, but are not limited to: painting, striping, or re-lining the Fields; mowing or cutting grass; installing or relocating goals, nets, corner flags, benches, fencing, scoreboards, signage, or storage containers; trimming or removing trees, shrubs, or landscaping; modifying irrigation heads or drainage features; constructing or installing any temporary or permanent structure; or making any change to the surface, grade, or markings of the Fields. Setup of approved, temporary, and removable equipment (such as portable practice nets) for the duration of a scheduled, approved use is permitted, provided such equipment is removed immediately following the activity and causes no damage to the Fields.
- (e) **Maintenance Requests Must Be in Writing (Email).** Any request by the Club for maintenance, repair, treatment, or any other action affecting the Fields shall be submitted **by email** to the Mayfield Village Parks and Recreation Director, with a copy to the Mayfield Village Service Director. The email shall specify the field, the nature of the issue, and the date observed. Verbal requests, text messages, or social-media communications shall not be deemed valid maintenance requests under this Agreement. The Village shall determine, in its sole discretion, whether, when, and how to respond to any maintenance request.
- (f) **Maintenance Closures — Village's Sole Right.** The Village reserves the sole and absolute right to close the Fields, in whole or in part, for maintenance purposes at any time. When practicable, the Village shall provide the Club with not less than **two (2) weeks' prior written notice** of a planned maintenance closure; provided, however, that the Village may close the Fields with less notice (including no advance notice) where, in the Village's judgment, conditions warrant immediate action for safety, turf preservation, weather response, equipment failure, or other reasons. If maintenance closures or field closures under Section 4 collectively result in the loss of more than ten percent (10%) of the Club's scheduled use days during a season, the Club shall receive a pro-rata credit against fees for each additional lost use day beyond such threshold.
- (g) **Cost of Unauthorized Maintenance or Alterations.** If the Club, or any person acting on its behalf, performs unauthorized maintenance, applies prohibited materials, or alters the Fields in violation of this Section 5, the Club shall be solely responsible for all costs of inspection, remediation, restoration, and replacement, billed in accordance with Section 4(d). A violation of this Section 5

shall, at the Village's option, also constitute a material breach permitting termination of this Agreement.

6. FEES, DEPOSITS, AND CHARGES

- (a) **Fees.** The Club shall pay the field-use fees, deposits, and other charges, if any, set forth in Exhibit B. Fees set forth in Exhibit B shall remain fixed for the initial term of this Agreement. For any renewal term, fees may be adjusted by the Village upon not less than sixty (60) days' prior written notice, provided that any such increase shall not exceed the greater of three percent (3%) or the percentage increase in the Consumer Price Index for All Urban Consumers (CPI-U) for the Cleveland-Akron metropolitan area over the preceding twelve (12) months.
- (b) **Damage Charges.** All damage charges, including those described in Section 4(d) and Section 5(g), are in addition to, and not in lieu of, applicable fees and deposits.
- (c) **Late Payment.** Amounts not paid within thirty (30) days of invoice shall accrue interest at the maximum rate permitted by Ohio law, and the Village may suspend the License until all amounts due are paid in full.

7. CONDUCT, SUPERVISION, AND CODE OF BEHAVIOR

- (a) **Adult Supervision.** All Club activities involving minors shall be supervised by responsible adults affiliated with the Club. The Club shall conduct background checks on coaches and volunteers as required by its sanctioning body and Ohio law.
- (b) **Code of Conduct.** The Club shall maintain and enforce a written code of conduct for players, coaches, parents, and spectators. Profanity, harassment, threats, or violence at the Fields shall be grounds for suspension of the License.
- (c) **Trash and Cleanup.** The Club shall leave the Fields and surrounding areas in clean condition after each use and shall remove or properly dispose of all trash, equipment, and personal property.

8. INDEMNIFICATION

To the fullest extent permitted by law, the Club shall *indemnify, defend, and hold harmless* the Village, its elected and appointed officials, officers, employees, agents, and volunteers (collectively, "Indemnitees") from and against any and all claims, demands, actions, causes of action, suits, losses, damages, injuries (including death), liabilities, judgments, settlements, fines, penalties, costs, and expenses (including reasonable attorneys' fees and litigation costs) of any nature arising out of or in any way connected with: (i) the Club's use of the Fields; (ii) any act or omission of the Club or its coaches, players, parents, volunteers, contractors, agents, or invitees; (iii) any breach by the Club of this Agreement; or (iv) any violation of law by the Club or its affiliates in connection with this Agreement; provided, however, that the Club's indemnification obligation under this Section 8 shall not extend to claims to the extent arising from the sole negligence or willful misconduct of the Village or any Indemnatee. This obligation shall survive termination or expiration of this Agreement.

9. INSURANCE

The Club shall, at its sole cost, procure and maintain at all times during the term of this Agreement the following insurance:

- (a) **Commercial General Liability** insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, covering bodily injury, property damage, personal injury, and contractual liability.
- (b) **Sexual Abuse and Molestation** coverage with limits of not less than \$1,000,000 per occurrence.
- (c) **Participant Accident** coverage providing reasonable medical-expense benefits for registered players.
- (d) **Workers' Compensation** coverage as required by Ohio law if the Club has any employees.

The Village shall be named as an **additional insured** on the Commercial General Liability and Sexual Abuse and Molestation policies on a **primary and non-contributory** basis. The Club shall furnish certificates of insurance to the Village prior to first use of the Fields and upon each renewal. Each policy shall provide at least thirty (30) days' prior written notice to the Village of cancellation or material change.

10. WAIVER AND ASSUMPTION OF RISK

The Club shall require each participant (or, for minors, a parent or legal guardian) to execute a written waiver, release, and assumption-of-risk agreement, in form acceptable to the Village, prior to participating in Club activities at the Fields. The Club shall retain such waivers and provide copies to the Village upon request.

11. RELATIONSHIP OF THE PARTIES

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment, agency, or any other relationship between the Village and the Club other than that of licensor and licensee. The Club has no authority to bind the Village or to act on its behalf for any purpose.

12. ASSIGNMENT

The Club shall not assign, transfer, sublicense, or otherwise convey any of its rights or obligations under this Agreement without the prior written consent of the Village, which may be withheld in the Village's sole discretion. Any attempted assignment without such consent shall be void.

13. NOTICES

All notices required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, sent by certified U.S. mail (return receipt requested), or sent by email with confirmation of receipt, addressed as follows:

If to the Village:

Mayfield Village Parks and Recreation Director

6622 Wilson Mills Road, Mayfield Village, Ohio 44143

Email: smcavinew@mayfieldvillage.com

If to the Club:

Mayfield Soccer Club

Attn: Steve Smith

Address: PO Box 43627, Cleveland, Ohio 44143

Email: notanotherstevesmith@gmail.com

Phone : 216.577.1014

and

Attn : Bob Gephart

Email : info@mayfieldsoccer.com

Phone : 216.904.0895

14. MISCELLANEOUS

- (a) **Governing Law and Venue.** This Agreement shall be governed by and construed under the laws of the State of Ohio without regard to its conflict-of-laws principles. Exclusive venue for any dispute shall lie in the courts of Cuyahoga County, Ohio.
- (b) **Sovereign Immunity Preserved.** Nothing in this Agreement shall be construed as a waiver of any defense, immunity, or limitation of liability available to the Village under Ohio Revised Code Chapter 2744 or any other applicable law.
- (c) **Appropriation Contingency.** Any financial obligation of the Village under this Agreement is contingent upon the lawful appropriation of funds by the Mayfield Village Council. The Village shall have no liability for any obligation for which funds have not been appropriated.
- (d) **No Third-Party Beneficiaries.** This Agreement is for the sole benefit of the Parties and their permitted successors and assigns and confers no rights upon any other person or entity.
- (e) **Severability.** If any provision of this Agreement is held invalid or unenforceable, the remaining provisions shall continue in full force and effect.

- (f) **No Waiver.** No failure or delay by either Party in exercising any right under this Agreement shall operate as a waiver of that right.
- (g) **Entire Agreement; Amendment.** This Agreement, together with its Exhibits, constitutes the entire agreement of the Parties concerning the subject matter and supersedes all prior negotiations and understandings. It may be amended only by a written instrument signed by both Parties.
- (h) **Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, including by electronic signature, each of which shall be deemed an original.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

MAYFIELD VILLAGE, OHIO

By: _____ Date: _____

Name: _____

Title: _____

By: _____ Date: _____

Name: _____

Title: _____

Approved as to Form:

_____ Date: _____

Village Law Director

MAYFIELD SOCCER CLUB

By: _____ Date: _____

Name: _____

Title: _____

EXHIBIT A

Description of Fields

The “Fields” subject to this Agreement consist of the following Village-owned athletic fields located within Mayfield Village, Ohio:

1. Parkview Full Field #5
2. Parkview Full Field #4
3. Parkview Mini Field #3
4. Parkview Mini Field #2
5. Parkview Mini Field #1

Site maps and field diagrams, if any, are attached and incorporated by reference.

EXHIBIT B

Schedule of Fees and Deposits

Field-use fees, security deposits, and any other charges applicable to the Club's use of the Fields under this Agreement are set forth below or, if left blank, shall be governed by the Village's then-current published rate schedule:

2026 Seasonal field-use fee: \$4,000

2027 Seasonal field-use fee: \$4,100

2028 Seasonal field-use fee: \$4,200

Per-game / per-event fee: \$ _____

Security/damage deposit: \$ _____

Other: \$ _____

Payment terms: The field-use fee shall be payable no later than the Effective Date of the Agreement and each year thereafter no later than January 1, 2027 and January 1, 2028.