

CITY OF FRANKLIN, OHIO
RESOLUTION 2025-32

**AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT AND OTHER DOCUMENTS WITH
FRANKLIN CITY SCHOOLS**

WHEREAS, the City owns a number of public park properties within Franklin's incorporated limits, which are open for recreational use by Franklin residents (the "Parks"); and

WHEREAS, the Franklin City School District desires to use certain recreational field space and related improvements in the Parks for the purpose of conducting certain school-related recreational activities; and

WHEREAS, the Franklin City Council finds that entering into a License Agreement with Franklin City Schools for the use of certain recreational field space and related improvements within City Parks will support youth development, promote physical activity, and strengthen community partnerships, thereby serving the public interest and enhancing the quality of life for residents.

NOW, THEREFORE, BE IT RESOLVED by the Council of the City of Franklin, Ohio, a majority of the members present concurring, that:

Section 1. The City Manager is authorized to execute a License Agreement in substantially the same form as the agreement attached hereto as Exhibit A, along with all other documents necessary to execute and carry out the License Agreement.

Section 2. It is found that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council that resulted in this formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code, and the Rules of Council.

Section 3. This Resolution shall become effective immediately upon its passage.

ADOPTED: June 16, 2025

ATTEST: Khristi Dunn
Khristi Dunn, Clerk of Council

APPROVED: Brent Centers
Brent Centers, Mayor

CERTIFICATE

I, the undersigned Clerk of Council for the Franklin City Council, do hereby certify that the foregoing is a true and correct copy of a resolution passed by that body on June 16, 2025.

Khristi Dunn
Khristi Dunn, Clerk of Council

LICENSE AGREEMENT

This **LICENSE AGREEMENT** (this “Agreement”) is entered into as of the date of the last Party’s signature below (the “Effective Date”) by and between the **CITY OF FRANKLIN, OHIO** (the “City”) and the **FRANKLIN CITY SCHOOL DISTRICT BOARD OF EDUCATION** (the “District”) (the City and the District may each be referred to herein individually as a “Party” and collectively as the “Parties”).

- A. The City owns a number of public park properties within Franklin’s incorporated limits, which are open for recreational use by Franklin residents (the “Parks”).
- B. The District desires to use certain recreational field space and related improvements in the Parks, as are more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference (the “Premises”).
- C. The City agrees to license the Premises to the District, and the District agrees to license the Premises from the City, in accordance with the terms and conditions of this Agreement.

1. Licensed Premises; Permitted Activities; Access to Parks.

(a) License to Use Premises. The City hereby grants to the District a license to use the Premises and associated improvements therein for the purpose of conducting the Permitted Activities (which activities are defined below, and more particularly described on Exhibit A with respect to each area comprising the Premises). The Permitted Activities shall only be allowed on such dates and at such times listed in the effective Activity Schedule attached hereto as Exhibit B, which is incorporated herein by reference. The Parks shall remain continuously open to the general public throughout the Term. The District further understands and agrees that, outside of the dates and times specified on the applicable Activity Schedule, the City shall be entitled to use the Premises, and offer the Premises for use by any third party, in the City’s sole discretion.

(b) Exclusive License to Use Certain Improvements. In addition to the District’s non-exclusive license to use the Premises pursuant to Section 1(a) above, the City may grant to the District an exclusive license to use certain structures on the Premises for storage of District personal property used in connection with the Permitted Activities (the “Storage Structures”). To the extent the City has agreed to grant an exclusive license to the District with respect to any such Storage Structures, the Storage Structures are clearly identified on Exhibit A. If this provision applies, the District shall be entitled to use the Storage Structures only for storage of personal property used in furtherance of the Permitted Activities, and for no other purpose. Storage of personal property in the Storage Structures shall be at the District’s sole risk. The City shall have no right or obligation to secure or otherwise protect any personal property in the Storage Structures during the Term. The District shall be permitted to install and maintain one or more locks on the Storage Structures to secure District property therein. Within seven (7) days of the Effective Date (and within seven (7) days of changing the locks on the Storage Structures at any time during the

Term), the District shall provide the City with all keys and/or access codes necessary to access the Storage Structures. The City shall provide the District with at least twenty-four (24) hours' prior notice before accessing the Storage Structures (unless exigent circumstances justify lesser notice, as determined by the City in its sole discretion).

(c) City Rights Regarding Improvements. All improvements within the Premises (including but not limited to any Storage Structures) shall be the sole and exclusive property of the City at all times. Nothing herein, and no act or omission on the part of either Party hereto, shall be interpreted as granting the District any rights with respect to such improvements other than a license to use the same pursuant to this Agreement. The City shall have the right throughout the Term to remove, repair, or replace any improvements within the Premises (including but not limited to any Storage Structures) if the City determines, in its sole discretion, that such improvements have fallen into disrepair, or are otherwise in unsuitable or unsafe condition. The City shall notify the District as soon as reasonably practicable of the City's intent to perform any such removal, repair, or replacement work within the Premises. To the extent the City removes any improvements which are reasonably necessary to the continuance of the Permitted Activities, the Parties shall cooperate with one another to replace the necessary improvements with improvements of mutually agreeable quality and cost.

(d) General Access to Parks. The District and its officers, representatives, employees, agents, contractors and invitees shall also have non-exclusive access to, and use of, any and all areas of the Parks which are open to, and available for use by, the public; including but not limited to roads, parking areas, restrooms, and other similar areas and facilities. The District shall not take any action which may prohibit or hinder any individual's access to public portions of the Parks. The District shall use all reasonable efforts to ensure its use of the Premises hereunder does not unreasonably interfere with, impair, or disturb the public's authorized use of the Parks, or the City's use and maintenance of the Parks.

(e) Permitted Activities. As used herein, "Permitted Activities" shall mean supporting and conducting school-related recreational activities by, among other things, holding practices, games and tournaments. The District warrants that, at all times while this Agreement is in effect, the District and its officers, representatives, employees, agents, contractors and invitees shall conduct the Permitted Activities in compliance with all terms and conditions of this Agreement, and all applicable federal, State and local laws, regulations and rules (including but not limited to the City's rules regarding use of the Parks), as they may be amended from time to time.

(f) Activity Schedule. The Activity Schedule attached as Exhibit B on the Effective Date reflects the District's planned (and City-approved) Permitted Activities scheduled to occur on the Premises during the 2025-2026 school year. For each subsequent annual Term, the District shall provide the City with a proposed Activity Schedule for such Term on or before April 1 of such year (e.g. the District shall provide the City with a proposed Activity Schedule for the 2026-2027 year on or before April 1, 2026). Each Activity Schedule shall be subject to the City's approval, in its reasonable discretion. Should the City determine a conflict exists with respect to any date on which the District desires to use any portion of the Premises, or the City rejects a proposed Activity Schedule for any other reason, the Parties shall cooperate with one another in good faith to resolve the scheduling issue. The City shall have the right to delay or cancel any

event listed in the Activity Schedule at any time if the City determines, in its sole discretion, that the District's use of the Premises presents a legitimate threat to the safety of persons or property.

(g) District Event Fees. When required by the Ohio High School Athletic Association (“OHSAA”) in connection with a District-sponsored recreational event, the District shall be entitled to charge a fee to participants and/or attendees of events held within the Premises (though, any such fees shall not be charged for individual access to the Parks generally). The District shall not charge any fees for events held within the Premises under any other circumstances. The District shall be required to identify on the Activity Schedule any events for which fees will be charged pursuant to OHSAA regulations.

(h) City Rights to Enter Premises. Nothing in this Agreement shall be construed as prohibiting or restricting the City's rights to enter or use the Premises for any lawful purpose. The City shall have a continuing right during the Term to enter upon and inspect the Premises. Except as otherwise expressly set forth herein, the City shall use all reasonable efforts to ensure its entry into the Premises does not unreasonably interfere with, impair, or disturb the Permitted Activities.

(i) License Fee. In exchange for the license granted herein, the City shall charge the District a license fee of \$0 (the “Fee”). The Fee shall be paid in full on or before June 1st in each year during the Term; provided, the first Fee payment here shall be paid within thirty (30) days of the Effective Date.

2. License Term; Renewal. This Agreement shall commence on June 1, 2025 and shall terminate on May 31, 2027 (the initial “Term”). The Agreement may thereafter be renewed for successive two (2) year Terms upon mutual written agreement of the Parties.

3. Termination. This Agreement may be terminated for any reason or no reason upon mutual written agreement of the Parties. The District may terminate this Agreement with respect to all or any portion of the Premises upon written notice to the City that the District no longer requires use of the Premises. This Agreement may be immediately terminated by the City with respect to all or any portion of the Premises upon written notice to the District in the event the City: (i) becomes aware that the District has violated any applicable federal, State or local law, regulation or rule; (ii) becomes aware that the District has violated any term or condition of this Agreement; or (iii) requires the Premises for a public purpose. In the event of termination due to the District's violation of any applicable law or other breach of this Agreement, the District shall have the opportunity to cure its breach within fourteen (14) days following the date of the City's termination notice in order to avoid termination. If the breach is not timely cured, the Agreement shall be considered terminated at the conclusion of the fourteen (14) day cure period without further action by the City.

4. Premises Maintenance and Improvements.

(a) City Parks Maintenance Responsibilities. The City shall be solely responsible for providing maintenance services to all areas of, and improvements within, the Parks (including but not limited to the Premises) pursuant to the City's customary maintenance schedule, policies, and procedures (as the same may be amended by the City from time to time in its sole discretion). City

maintenance activities shall include, but are not limited to, grass mowing services and emptying of trash receptacles. Except as expressly set forth herein, the District shall not have any right or duty to maintain any areas of the Parks (including but not limited to the Premises); provided, the District may request the City's permission to perform maintenance work within the Premises, and the City may grant or deny such request in the City's sole discretion.

(b) Utilities. To the extent the Premises receive any utility services as of the Effective Date, the City shall be responsible for continuously providing and paying for such utilities throughout the Term.

(c) Park Closures. If the City determines the Parks or any portion thereof must be temporarily closed in order for the City to perform maintenance, repair, replacement or other work therein, and such closure will impact or prevent the District's use of the Premises hereunder, the City shall notify the District of the necessary work and closure a minimum of fourteen (14) days before commencing the same. If the City determines the Parks or any portion thereof must be temporarily closed due to any emergency circumstances (as determined by the City in its sole discretion), the City shall have the right to immediately initiate such closure and shall notify the District as soon as reasonably practicable.

(d) District Responsibilities Regarding Property. The District and its officers, representatives, employees, agents, contractors and invitees shall treat the Premises in a respectful, careful manner, in an effort to avoid unnecessary damage thereto (excepting ordinary wear and tear). In the event the Parks or any portion thereof (including but not limited to the Premises and any improvements therein) are damaged during the Term, whether by the District or any third-party, in connection with the license granted to the District hereunder, the District shall be responsible, at its sole cost and expense, for promptly repairing the damage and/or replacing the damaged property. If the City elects to perform the repair or replacement work itself, the City may invoice the District for the City's costs in performing the work, and the District shall pay the invoice in full within sixty (60) days of its receipt thereof.

(e) District Rights to Make or Request Improvements and Repairs. The District shall have the right to request: (i) the City's consent for the District to perform certain improvements or repairs within the Premises; and/or (ii) that the City perform certain maintenance, improvement, or repair work within the Premises. The City may grant or deny any such request in its sole discretion; provided, if the District reasonably requires requested maintenance, improvement or repair work to conduct the Permitted Activities, the request shall not be unreasonably denied. For any approved work, the cost of the same may be borne by either or both Parties, or any other funding source (as mutually agreed in writing). The District shall have no right or authority to supervise or direct work performed by the City or the City's contractor(s). The Party responsible for performing the work shall be solely responsible for ensuring that applicable prevailing wage laws are followed, and the non-performing Party shall be released from any liability for failure to follow such laws. The City shall have sole and exclusive title and rights to any new improvements provided or installed within the Premises at any time during the Term. This Section shall survive the expiration or earlier termination of the Agreement.

(f) **Signage.** The District shall be entitled to erect reasonable temporary signage within the Premises while the property is in use by the District pursuant to the Activity Schedule. All signage shall comply with all applicable zoning and other local laws, regulations and rules for the same.

5. **Insurance.** Unless a modification of the insurance requirements set forth herein is approved by the City in writing, the District shall keep and maintain in effect at all times during the Term liability insurance coverage for bodily injury and property damage, in limits not less than the following amounts: (i) \$2,000,000 in the general aggregate; (ii) \$1,000,000 per occurrence; and (iii) \$1,000,000 in automobile liability coverage. Such insurance shall cover all District officers, representatives, staff, agents, employees, members, volunteers, participants, guests and invitees in the Premises; shall name the City as an additional insured; and shall include a clause waiving the insurer's right of subrogation with respect to the City and/or any City insurer. Prior to the District's commencement of the Permitted Activities, the District shall provide the City with a certificate or certificates evidencing its maintenance of the insurance coverage required hereunder. The District shall immediately notify the City in the event all or any portion of the requisite insurance coverage is canceled, revoked, or lapses during the Term. Cancellation, revocation, or lapse of all or part of the insurance coverage shall be grounds for the City's immediate termination of this Agreement.

6. **"As-Is" Condition; Assumption of Risk.** The District acknowledges and agrees that: (i) it accepts the Premises on the Effective Date in their "AS IS" condition, subject to any and all faults therein and hazards thereon, whether known or unknown; (ii) the City shall have no liability for any defects in the Premises or any other areas of the Parks, whether latent or apparent; and (iii) the City makes no representations or warranties as to the fitness of the Premises for any purpose, and shall have no duty to ensure the Premises are suitable or safe for the District's use thereof. The District further acknowledges and agrees that the Permitted Activities pose certain inherent risks, dangers, and hazards which may arise from foreseeable and unforeseeable causes, and which cannot be fully eliminated. The District freely and voluntarily agrees to assume all risks, dangers, and hazards, and all liability for any and all loss, injury, and/or damage sustained by any individual arising out of, or in any way related to, the Permitted Activities or the District's other use of the Premises. All personal property kept, stored, or maintained on Park property by the District or any third-party shall be at such party's sole risk. This Section shall survive the expiration or earlier termination of this Agreement.

7. **Waiver and Release.** The District hereby agrees to waive as against the City and all of the City's officers, representatives, agents, employees, successors and assigns, and release the same from, any and all claims, actions, losses, damages, fines, penalties, liability, and expense (including reasonable attorneys' fees) in connection with damage to real or personal property, loss of life, and/or personal injury arising out of, or in any way related to, the Permitted Activities or the District's other use of the Parks (including but not limited to the Premises). This Section shall survive the expiration or earlier termination of this Agreement.

8. **Notices.** Any notice, consent or demand given hereunder shall be in writing and shall be delivered to the recipient-Party at the below address (or such other address as the Party may designate during the Term) by personal delivery; overnight courier or certified mail (return receipt

requested); or email (with confirmed delivery receipt). Notices and demands shall be deemed given upon confirmed delivery to the recipient-Party.

If to the City:	City of Franklin, Ohio Attn: Steve Inman, Public Works Director 1 Benjamin Franklin Way Franklin, Ohio 45005 Email: sinman@franklinohio.org
If to the District:	Franklin City School District Board of Education Attn: _____ _____ _____ Email: _____

9. Miscellaneous.

(a) Entire Agreement; Modification. The Parties hereby acknowledge that this Agreement constitutes the Parties' entire agreement and understanding, and supersedes any prior representations, warranties, promises, covenants, agreements, and/or guarantees of any kind or character whatsoever, whether express or implied, oral or written, between the Parties, with respect to the subject matter herein. This Agreement may only be modified in a writing signed by both Parties; provided, if the Parties amend or replace any Exhibit hereto, the agreed-upon modified or replacement Exhibit need only be initialed by an authorized representative of each Party.

(b) No Presumptions Against Either Party. No provision of this Agreement shall be construed for or against a Party because such Party drafted the provision in whole or in part. Each Party represents and warrants that it has had a reasonable opportunity to review the terms of this Agreement with independent legal counsel of its choosing, and is freely and voluntarily entering into the Agreement with full understanding of all terms and conditions contained herein.

(c) Severability. Any provision of the Agreement later held by a court of competent jurisdiction to be unenforceable for any reason shall be deemed severed and void, and all remaining provisions shall continue in full force and effect.

(d) Force Majeure. If either Party shall be delayed or prevented from the performance of any act required under this Agreement by reason of acts of God, strikes, lockouts, pandemic, labor troubles, inability to procure materials, restrictive governmental laws or regulations, or other cause, without fault and beyond the reasonable control of the Party obligated, performance of such act shall be excused for the period of the delay, and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(e) No Assignment. The District may not assign this Agreement or sublicense the Premises, in whole or in part, to any person or entity without the City's prior written consent.

(f) Relationship of Parties. Nothing contained in this Agreement shall be deemed or construed by the Parties or by any third-party to create a relationship between the Parties of principal and agent, partnership, joint venture or any similar association. The only relationship between the Parties created hereunder shall be understood to be licensor and licensee with respect to the Premises.

(g) Limitation of Liability. Neither Party shall be liable or responsible in any manner for the acts or omissions of the other Party, or for the acts or omissions of any official, officer, employee, representative, agent, contractor, subcontractor, or invitee of the other Party.

(h) No Waiver of Breach. No failure by either Party to insist upon the strict performance by the other of any covenant, agreement, term or condition of this Agreement, or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach or of such covenant, agreement, term, or condition. No waiver of any breach shall affect or alter this Agreement; each and every covenant, condition, agreement, and term herein shall continue in full force and effect with respect to any other then-existing or subsequent breach. No waiver of any breach shall in any event be effective unless the same is in writing, signed by the non-breaching party, and then such waiver shall be effective only in the specific instance and for the specific purpose for which it is given.

[Signature Page Follows]

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

CITY OF FRANKLIN, OHIO

**FRANKLIN CITY SCHOOL DISTRICT
BOARD OF EDUCATION**

Jonathan Westendorf, City Manager

Rachel Ruppert-Wolfinbarger, President

Date

Date

Kevin Hawley, Treasurer

Date

EXHIBIT A
to License Agreement

(Description/Authorized Use of the Premises and Storage Structures)

Park Location:

Depiction of Premises and Storage Structures:

Permitted Activities:

EXHIBIT B
to License Agreement

(Activity Schedule)

Franklin Football Practice Plan for Franklin Community Park

Date: June 13, 2025

Location: Green space adjacent to the Franklin Community Pool

Purpose: Junior High and High School Football Practice

Plan Overview:

Franklin City Schools, in coordination with the Franklin Athletic Department, will utilize the green space next to the Franklin Community Pool at Franklin Community Park as a practice location for both the junior high and high school football teams during the 2025 and 2026 fall football seasons.

Year 1: 2025 Season

- Start Date: Monday, August 4, 2025
- End Date: First week of November 2025
- Teams: Franklin Junior High Football & Franklin High School Football
- Use: Weekday practices, Monday through Thursday, weather permitting
- Time: 3:00pm - 6:30pm

Year 2: 2026 Season

- Start Date: Monday, August 3, 2026
- End Date: First week of November 2026
- Teams: Franklin Junior High Football & Franklin High School Football
- Use: Weekday practices, Monday through Thursday, weather permitting
- Time: 3:00pm - 6:30pm

Franklin City Schools and the Franklin Athletic Department appreciate the opportunity to use this community green space to support our student-athletes. We would like to thank the City of Franklin for their partnership and support of our football programs.

Brad Childers
Interim Athletic Director
Head Football Coach