

**COMMON COUNCIL
Agenda Request Form**

(Form B-01-2012)

Organizations and individuals are asked to submit a request form and supporting documents to be placed on the agenda. You will be contacted by the City confirming the date of the meeting in which your request will be heard. Please make sure that your contact information is accurate in case we need to get in touch with you. The Common Council meets on the 1st and 3rd Monday of each month at 6:00 p.m. in City Hall located at 70 E. Monroe Street.

Date Submitted:	10/12/16	Meeting Date:	10/17/16
Contact Information:			
Requested by:	City Attorney Lynn Gray		
On Behalf of Organization or Individual:			
	City of Franklin		
Telephone;	317-738-3365		
Email address:			
Mailing Address:			
Describe Request:			
Common Council Resolution 16-17 Confirming & Authorizing the Purchase of Real Property			
List Supporting Documentation Provided:			
Common Council Resolution 16-17 & Offer to Purchase			
Who will present the request?			
Name:	Lynn Gray	Telephone:	317-738-3365

In order for an individual and/or agency to be considered for new business on the Common Council agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 4:00 p.m. on the Wednesday before the meeting.

RESOLUTION NO.: 2016-17
OF THE COMMON COUNCIL OF THE CITY OF FRANKLIN, INDIANA

A RESOLUTION CONFIRMING AND AUTHORIZING THE PURCHASE OF REAL PROPERTY

WHEREAS, the City of Franklin by and through its Franklin Board of Public Works and Safety has authorized the purchase of certain real estate all as set forth in Resolution No. 2016-11 of the Board of Public Works and Safety of the City of Franklin, Indiana;

WHEREAS, the terms of the purchase are set forth in a certain Offer to Purchase authorizing the purchase of property commonly known as 199 South Main Street in the City of Franklin, County of Johnson and State of Indiana for the purchase price of \$7,000.00 with a copy of the Offer to Purchase which is attached as Exhibit "B";

WHEREAS, the proposed purchase price is less than \$25,000.00 and therefore the terms of IC 36-1-10.5 are not applicable; and

WHEREAS, the Common Council of the City of Franklin is in favor of the proposed purchase as outlined in the Resolution Number 2016-11 of the Board of Public Works and Safety approved on _____, 2016;

NOW, THEREFORE, THE COMMON COUNCIL OF THE CITY OF FRANKLIN, INDIANA, RESOLVES:

- 1) **Approval & Acknowledgment of Purchase.** The Common Council of the City of Franklin, Indiana approves and acknowledges the proposed purchase of property commonly known as 199 South Main Street in the City of Franklin, County of Johnson, State of Indiana, all as outlined in the Offer to Purchase.
- 2) **Approval of Authorization.** The Common Council of the City of Franklin, Indiana further approves the authorization of the Mayor of the City of Franklin to serve as purchasing agent for the purposes of completing all steps necessary to purchase and close upon the property referenced above.
- 3) **Effective Date.** This Resolution shall be in full force and effect from and after its passage and as provided for by applicable law.

Introduced and Filed on the ____ day of _____, 2016. A motion to consider same on the First Reading or day of introduction was [not offered] [sustained by a vote of ____ in Favor and ____ Opposed, pursuant to Indiana Code § 36-4-6-13.]

DULY PASSED on this ____ day of _____, 2016 by the Common Council of the City of Franklin, Johnson County, Indiana, having been passed by a vote ____ in Favor and ____ Opposed.

City of Franklin, Indiana, by its Common Council

Voting Affirmative:

Voting Opposed:

Stephen Barnett, Council President

Stephen Barnett, Council President

Kenneth W. Austin, Vice President

Kenneth W. Austin, Vice President

Joseph P. Abban

Joseph P. Abban

Joseph R. Ault

Joseph R. Ault

Andrew Eggers

Andrew Eggers

Keith Fox

Keith Fox

Richard L. Wertz

Richard L. Wertz

Attest:

Jayne Rhoades
City Clerk Treasurer

Presented by me to the Mayor of the City of Franklin for his approval pursuant to Indiana § 36-4-6-15, 16 this _____ day of _____, 2016 at _____ o'clock _____ .M.

Jayne Rhoades
City Clerk Treasurer

This Ordinance having been passed by the legislative body and presented to me was approved by me and duly adopted, pursuant to Indiana Code § 36-4-6-16a)(1) this _____ day of _____, 2016 at _____ o'clock _____.M.

Joseph E. McGuinness, Mayor

Attest:

Jayne Rhoades
City Clerk Treasurer

Prepared by:

Lynnette Gray, City Attorney

OFFER TO PURCHASE

The undersigned, CITY OF FRANKLIN INDIANA, an Indiana Municipality (hereinafter called "Buyer" or "Grantee"), whose address is 70 East Monroe Street, Franklin, Indiana 46131, hereby offers to purchase from JOHNSON COUNTY PUBLIC LIBRARY (hereinafter called "Seller" or "Grantor"), whose address is c/o Library Services Center, 49 E. Monroe St., Franklin, Indiana 46131 at the price and upon the terms and conditions set forth below, that parcel of unimproved land commonly known as 199 South Main Street, in the City of Franklin, County of Johnson, and State of Indiana, the premises (hereinafter referred to as "Premises" or "premises") being more particularly described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN

1. **PURCHASE PRICE AND METHOD OF PAYMENT:**

The Buyer, City of Franklin, is a municipality. Pursuant to IC 36-1-10.5, a Municipality may acquire real property, including land and structures, if the total Purchase Price is Twenty-Five Thousand Dollars (\$25,000.00) or less without the requirement for obtaining appraisals. The City did elect in this instance to obtain two (2) appraisals for purposes of determining the purchase price for the property. In accordance with that procedure, the parties agree as follows:

(A) The Purchase Price for said Premises shall be the sum of Seven Thousand Dollars and No Cents (\$7,000.00) (the "Purchase Price"). Said sum represents the average of the two (2) appraisals obtained by the City of Franklin.

(B) The entire Purchase Price of Seven Thousand Dollars and No Cents (\$7,000.00) shall be paid by certified check; bank cashier's check or wire transfer of immediately available funds as directed by Seller, upon closing and delivery of the Deed.

2. **ACCEPTANCE OF OFFER:** This Offer to Purchase is being proposed by the Mayor of the City of Franklin and shall be open for thirty (30) days from the date of execution. If this Offer is accepted by Seller, Buyer shall have thirty (30) days to obtain the necessary and required funds and approvals from its Board of Public Works and Safety to proceed to Closing.

3. **CLOSING OF TRANSACTION:** If this Offer is accepted by Seller, and authorized by the City Board of Public Works, the purchase shall be completed no later than thirty (30) days from the date of full acceptance, subject, however, to the provisions of sections 8, 9 and 20 herein below. In the event the last day of the period for closing of the transaction described above shall fall on a Saturday, Sunday, or United States holiday, then the period of time for closing of the transaction shall automatically be extended through the next business day.

4. **ESCROW:** It is contemplated that this transaction, at the option of either party, may be concluded through an escrow agent, and, in such event, all funds and documents pertaining to this transaction shall be placed in escrow on or before the closing date, with the city being responsible for the escrow agents fee.

5. **DEED:** Said Premises shall be conveyed to Buyer by a good and sufficient warranty deed, or its equivalent for the State of Indiana, representing said Premises to be free and clear of all encumbrances except the following:

(a) Taxes and assessments (both general and special), not then due and payable;

(b) Zoning ordinances, planning laws and regulations and building code restrictions and all laws, rules and regulations relating to land and structures and their use, including but not limited to governmental regulations relating to buildings, building construction, building line and use and occupancy restrictions, and violations of any of the foregoing;

(c) Easements, conditions, reservations, agreements and restrictions of record, if any.

7. **REAL ESTATE TAXES:** The parties to this agreement are both considered to be governmental entities and the parties do not believe there are any real estate taxes or assessments due and payable. To the extent there are any taxes and assessments due on said property, the parties agree these sums shall be prorated as of the date of closing with the Seller paying any expenses prior to the date of closing and the Buyer paying all expenses after the date of closing.

8. **EVIDENCE OF TITLE:** Seller's only obligation to provide evidence of title shall be to make available to Buyer whatever evidence of title (abstract of title, title insurance policy, etc.), if any, Seller may have in its possession. It shall be Buyer's responsibility at its sole cost to obtain title insurance or a title opinion, if so desired by Buyer. If the title to the Premises cannot be conveyed as provided in this agreement, then Buyer shall promptly return the evidence of title sent to Buyer by Seller and this Offer shall terminate and both parties shall be released from any obligations hereunder. Buyer shall have fifteen (15) days after receipt of the title insurance within which to notify Seller in writing of any title defects by virtue of which title cannot be conveyed as provided in this agreement. Upon receipt of such written notification, Seller shall have fifteen (15) days within which to correct the same; provided, however, that Seller shall be under no obligation to correct the same. If Seller is unwilling or unable to correct the same within fifteen (15) days after receipt of notification, in which event both parties shall have no further liability on the part of either party. Buyer shall have the right to waive such defects and accept such title as Seller is able to convey without reduction or abatement of the Purchase Price, provided that Buyer must make such election within ten (10) days of receipt of notice that Seller either cannot or will not cure such defects.

9. **CONDITION OF PREMISES:** The Premise is being conveyed to the Buyer in an "as-is" condition.

10. **ASSIGNMENT BY CONSENT OF SELLER:** This Offer shall be binding upon and inure to the benefit of the respective heirs, representatives, executors, administrators and successors and assigns of the parties hereto. It shall not, however, be assigned by the Buyer prior to the closing of the transaction without the prior written consent of the Seller.

11. **SURVIVAL AFTER CLOSING:** This Offer shall survive all documents of closing and is enforceable despite the exchange of deed and other documents of title as called for herein.

12. **NOTICES:** All notices and demands herein required or permitted shall be in writing and shall not be deemed sufficient unless given by mailing the same by registered, certified or United States mail, postage prepaid, return receipt requested, addressed to the party to receive same at the address of such party shown above or such other address as such party may hereafter furnish to the other party in writing. The date of posting, provided it is by means of one of the methods set forth above, shall be deemed the effective date of service.

13. **POSSESSION:** Possession of the Premises shall be delivered to the Buyer on the date of closing.

14. **COMMISSION OBLIGATIONS:** Each party represents to the other that there has been no Broker or other agent who is seeking or soliciting the commission and neither party will be paying a commission or other similar charge with reference to this transaction.

15. **NO REPRESENTATIONS OR WARRANTIES OUTSIDE THIS OFFER:** Neither party is liable or bound by any warranties, guarantees, statements or representations made by any agent, employee or other persons representing or purporting to represent either party unless herein expressly set forth. It is understood and agreed that any understandings and agreements heretofore had between the parties are merged in this Offer which alone fully and completely express their agreement and that the same is entered into after full investigation, neither party relying on any statement or representation not embodied in this Offer made by the other. This Offer may not be changed or terminated orally. The Seller warrants as part of this offer that it knows of no reason why it cannot transfer title to the property free and clear and subject to only the restrictions set forth in paragraph 5. Buyer represents to the Seller that they know of no reason why they cannot accept transfer of the property and pay the sums offered for purchase herein.

16. **TIME OF ESSENCE:** Time is of the essence of this Offer.

17. **FURTHER ASSURANCES:** Both parties agree to execute and deliver to the other at closing, or otherwise as requested by the parties, the necessary documents and/or take such other action as reasonably necessary to further the purpose of this Offer. Both parties agree they shall execute any documents necessary upon the request of the other at or after closing to correct any administrative error or omissions.

18. **CLOSING COSTS AND TITLE WORK:** The Buyer shall be fully responsible for all closing costs, title costs and costs of transfer. Seller shall not be required to contribute to or pay to said costs.

19. **COMPLIANCE WITH APPLICABLE LAWS:** Both the parties to this agreement are public governmental entities and represent and warrants that they are authorized representatives to enter into this agreement and shall remain in compliance with any and all United States federal, state and local laws, rules and regulations including, but not limited to, the USA PATRIOT Act, Homeland Security Act and Executive Order No. 13224 dated 9/24/01 and the sanctions, regulations and executive orders administered by the Office of Foreign Assets Control of the U.S. Treasury Department ("OFAC"). Additionally, the parties agree they shall comply with any reasonable requests made by the other to certify continued compliance in the future with any such laws, rules and regulations.

20. **CAPTIONS:** The parties agree that the headings and captions contained herein are inserted for convenience and reference only and are not to be deemed part of or to be used in construing this Offer.

21. **EXECUTION:** It is contemplated by the parties that this document may be executed in parts and the parties agree that it shall become binding upon execution of all signatories hereto.

BUYER: CITY OF FRANKLIN INDIANA

By: _____
Name: Joe McGuinness
Title: Mayor
Date: _____

SELLER: JOHNSON COUNTY PUBLIC LIBRARY

By:

By: _____

Name: Jeff Brantley

Title: Board Member, JCPL

Date: _____

By: _____

Name: Mary Ellen Lennon

Title: Board Member, JCPL

Date: _____

By: _____

Name: Todd Bemis

Title: Board Member, JCPL

Date: _____

By: _____

Name: Gretchen Beaman

Title: Board Member, JCPL

Date: _____

By: _____

Name: Dan Mitchell

Title: Board Member, JCPL

Date: _____

By: _____

Name: Kirk Bixler

Title: Board Member, JCPL

Date: _____

By: _____

Name: Beth Baird

Title: Board Member, JCPL

Date: _____

**CITY OF FRANKLIN BOARD OF PUBLIC
WORKS and SAFETY**

By: _____
Name: Joseph E. McGuinness
Title: Mayor
Date: _____

By: _____
Name: Stephen Barnett
Title: _____
Date: _____

By: _____
Name: Robert Swinehamer
Title: _____
Date: _____

EXHIBIT "A" (Legal Description)

to
Offer To Purchase
between

CITY OF FRANKLIN BOARD OF PUBLIC WORKS AND SAFETY (Buyer)
and
JOHNSON COUNTY PUBLIC LIBRARY (Seller)

The following real estate in Johnson County, in the State of Indiana, to wit:

South half of Lot 76 in the Original Plat of the Town, now City of Franklin, Johnson County, Indiana, recorded as Plat Book One, Page One, in the Office of the Recorder of Johnson County, Indiana.