

AGENDA RESERVATION REQUEST

CITY OF FRANKLIN COMMON COUNCIL

Please type or print

Date Submitted:	02.17.17	Meeting Date:	03.06.17
Contact Information:			
Requested by:	Lynn Gray, City Attorney		
On Behalf of Organization or Individual:	City of Franklin		
Telephone:	(317) 738-3365		
Email address:	lynng@embarqmail.com		
Mailing Address:	63 East Court Street, Franklin, IN 46131		
Describe Request:			
Request approval of Interlocal Agreement Relative to Downtown Parking			
List Supporting Documentation Provided:			
1. Interlocal Agreement between Johnson County and City of Franklin			
Who will present the request?			
Name:	Lynn Gray, City Attorney	Telephone:	(317) 738-3365

The Franklin Board of Works meets on the 1st and 3rd Monday of each month at 5:15 p.m. in the Council Chambers of City Hall located at 70 E. Monroe Street. In order for an individual and/or agency to be considered for new business on the agenda, this reservation form and supporting documents must be received in the Mayor's office no later than 12:00 p.m. on the Wednesday prior to the Board of Works meeting.

**INTERLOCAL AGREEMENT BETWEEN JOHNSON COUNTY, INDIANA
AND THE CITY OF FRANKLIN, INDIANA**

This Agreement is entered into between Johnson County, Indiana, the City of Franklin, Indiana, and the Franklin Redevelopment Commission. This Agreement shall be recorded in Johnson County as required by I.C. 36-1-7-6, and shall be filed with any governmental agency as required by law.

WHEREAS, Johnson County, Indiana ("Johnson County"), the City of Franklin, Indiana ("City"), and the Franklin Redevelopment Commission ("RDC") (collectively, "Parties") recognize and agree that responsible growth and development is important to all entities and desire to create a sustainable tax base for the benefit of the taxpayers of Johnson County and of the City of Franklin; and

WHEREAS, City granted an easement for access to the Oren Wright Parking Area to Johnson County, and the RDC currently holds title to that property; and

WHEREAS, Johnson County offered at tax sale a certain property more particularly described as follows:

Parcel Number:	41-07-18-042-010.001-018
Brief Legal Description:	W SE S18 T12 R5
Street Address:	0 East King Street, Franklin, Indiana
Certificate Number:	41-1400188

("Red Carpet Parcel"); and

WHEREAS, Johnson County conducted such tax sale on the 12th day of September, 2014 and the Red Carpet Parcel failed to sell in an amount sufficient to pay the legal claims upon the parcel; and

WHEREAS, Johnson County and City both have liens upon the Red Carpet Parcel which makes it unlikely that it would sell at any future tax sale; and

WHEREAS, the Parties have cooperated and worked together in order to consider responsible development in their respective jurisdictions including but not limited to downtown Franklin; and

WHEREAS, the Parties desire to enter into this Agreement to permit the City to utilize the Red Carpet Parcel in future development and to further address the needs of Johnson County and City in the best interests of the taxpayers of Johnson County and City; and

WHEREAS, the Parties want to memorialize their efforts to cooperate to return the Red Carpet Parcel to the tax rolls for the benefit of their constituents.

NOW, THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the Parties agree as follows:

Section 1. Purpose. The purpose of this Agreement is to set forth the framework by which Johnson County will assign the Red Carpet Parcel to City by tax certificate and in exchange City and RDC will recognize and agree to continue to assist Johnson County with parking spaces in the downtown area.

Section 2. Duration. This Agreement shall remain in effect for twenty-five (25) years from the Effective Date. Upon expiration of this Agreement, or termination of this Agreement as set forth in Section 6, the Parties agree that the perpetual easement referenced herein shall remain in full force and effect.

Section 3. Obligations of Johnson County. Johnson County agrees it will assign the tax certificate for the Red Carpet Parcel to City and perform all obligations necessary to assign said tax certificate including but not limited to the passing of the required resolution. Johnson County will be responsible for filing this Agreement with the State Board of Accounts, pursuant to IC §36-1-7-6.

Section 4. Obligations of City. City shall be responsible for the notification requirements and costs as outlined in the substantially similar resolutions executed by City and Johnson County to assign the Red Carpet Parcel to City. City shall be responsible for all recording fees.

The Parties acknowledge that, pursuant to a Parking Easement Agreement between them (Johnson County Recorder Instrument #2013-009085, attached hereto as Exhibit A), City/RDC have an obligation to reserve ninety-seven (97) parking spaces for the benefit of Johnson County as provided in the Parking Easement Agreement (identified in Exhibit A). City agrees, upon receipt of the tax certificate to the Red Carpet Parcel, ninety-seven (97) spaces within the Oren Wright Parking Area will be designated for the free and unencumbered parking of motor vehicles by Johnson County employees and persons visiting or doing business on Johnson County property between the hours of 7:00 a.m. and 5:30 p.m., Monday through Friday. City/RDC will erect and maintain, at its costs, signs designating the reserved parking. If any parking spots remain undesignated in the Oren Wright Parking Area, City/RDC will not place restrictions on any parking spaces that would prevent Johnson County employees from parking in the Oren Wright Parking Area at other times, whether for a business purpose or otherwise, so long as there

are open parking spaces. Parking spaces designated by an office or position within Johnson County Government (not to exceed 25 spaces) shall be reserved twenty-four (24) hours per day, Monday through Saturday, for employee parking or for parking of County vehicles. The obligations of the Parties contained in Paragraph 3, "Maintenance," of the Parking Easement Agreement are hereby incorporated into this Agreement.

City/RDC agrees that they will not transfer, condemn, lease, or otherwise encumber the Oren Wright Parking Area in any way that would prevent the fulfillment of this Agreement for the complete and entire duration of this Agreement, as set forth in Section 2.

Section 5. Mutual Agreements between the Parties. Johnson County and City both have liens on the Red Carpet Parcel resulting from demolition, past due taxes, and past due assessments. The City and RDC intend that the Red Carpet Parcel will be part of a larger development projected to significantly increase the property tax base and the Red Carpet Parcel may be used by City as part of an economic development plan. The Parties and their assigns and transferees agree that if the Red Carpet Parcel is sold as opposed to transferred as part of an incentive for economic development, then the net proceeds received from the sale of the Red Carpet Parcel will be divided between City and Johnson County. Johnson County shall be entitled to 51.2% of net proceeds, and City shall be entitled to 48.8% of net proceeds. The Parties further agree that the Red Carpet Parcel shall not be included in a tax increment financing (TIF) district.

Section 6. Transfer of Certificate to City. The Parties recognize that as part of the consideration of the terms herein, County will withdraw the Red Carpet Parcel from the Commissioners' Certificate Sale scheduled for February 14, 2017, and assign to City a tax sale certificate for the Red Carpet Parcel. City will be responsible for performing the actions necessary to obtain title to the Red Carpet Parcel. If City is unable to obtain legal title to the Red Carpet Parcel, this Agreement shall terminate, at which time the perpetual easement referenced herein shall remain in full force and effect as provided above in Section 2.

Section 7. Delegation of Duty. Pursuant to Indiana Code 36-1-7-4(a)(3), the Parties hereby delegate the duty to receive, disburse, and account for any monies, to the extent they exist, to City.

Section 8. Effective Date. This Agreement shall be effective upon the date the last Party signs this Agreement.


Approved by Johnson County, Indiana
Johnson County Board of Commissioners

By: 
Brian P. Baird, Chair


Date: 1/23/2017

By: 
Ronald H. West, Member

Date: 1/23/2017

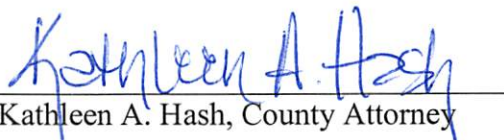
By: 
Kevin M. Walls, Member

Date: 1/23/2017

Attest: 
Pamela J. Burton, Johnson County Auditor

Date: 1/23/2017

Approved as to form:


Kathleen A. Hash, County Attorney

PARKING EASEMENT AGREEMENT

This Parking Easement Agreement (the "Agreement") is made as of this 15th day of February, 2011, by and between Johnson County, Indiana, by and through its Board of Commissioners (the "County") and the City of Franklin, by and through its Board of Public Works and Safety (the "City").

WHEREAS, pursuant to Indiana Code 36-1-11-8, the County and the City are contracting to exchange certain parcels of real estate owned by each entity, including the exchange to the City of a parcel owned by the County at 80 South Jackson Street, Franklin, Indiana, commonly known as the Oren Wright Building Property, the legal description and an aerial map of such property being attached hereto as Exhibits A and B respectively, and incorporated herewith.

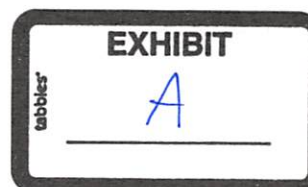
WHEREAS, certain paved portions of the Oren Wright Building Property constitute ninety-seven (97) parking spaces used by employees of Johnson County Government as well as by various other individuals visiting and doing business with Johnson County Government and Johnson County Courts.

WHEREAS, the parties acknowledge the need for such County Government employees and others to continue having readily-available parking in close proximity to County Government offices and the County Courthouse.

WHEREAS, the City wishes to grant and the County wishes to receive an easement for parking upon such paved portion of the Oren Wright Property for the benefit of County employees and persons visiting or doing business on County property, hereinafter referred to as the "Parking Area." The Parking Area is outlined in yellow on the aerial map attached hereto as Exhibit B.

NOW THEREFORE, in exchange for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Parking Easement.** The City hereby establishes, grants, and conveys to the County and its successors and assigns an easement appurtenant to the Oren Wright Property for the free and unencumbered parking of motor vehicles by County Government employees and persons visiting or doing business on County Government property, along with appropriate ingress and egress thereto.



2. **Termination of Easement.** The City may terminate this easement at such time as the City makes available to the County ninety-seven (97) other mutually agreeable, suitable parking spaces within the Downtown Core, an area bounded north-to-south by Madison Street to Wayne Street, and east-to-west by Home Avenue to the Oren Wright Building Property.
3. **Maintenance.** The City, at its expense, except as hereafter provided, shall maintain and repair the Parking Area, including but not limited to the following as reasonably needed:
- Driving surface repairs
 - Maintenance of adjoining landscaping, lawn care, and tree maintenance
 - Striping/re-striping
 - Lighting
 - Signage
 - Repaving
 - Maintenance and repair to keep the Parking Area in a clean, sightly, safe, unobstructed, good, and usable condition.
4. **Notice.** All notices and other communications given pursuant to this Agreement shall be in writing and shall be deemed properly served if delivered in person to the party to whom it is addressed or two (2) days after deposit in the United States Mail, postage prepaid, addressed as follows:

To the County: Johnson County Board of Commissioners
86 West Court Street
Franklin, IN 46131

To the City: Franklin Board of Public Works and Safety
70 East Monroe Street
Franklin, IN 46131

Either party may change the name or the person or address to which notices and other communications are to be given by so notifying the other party.

5. **Recording.** This Agreement shall be recorded in the real property records of the Johnson County Recorder upon execution by the Parties. The Parties shall bear equal responsibility for the cost of recording.
6. **Further Instruments.** Each party hereto shall, from time to time, execute and deliver such further instruments as the other party or its counsel may reasonably request to effectuate the intent of this Agreement.

7. **Covenants Running With the Land.** All provisions of this Parking Easement Agreement, including the benefits and burdens set forth herein, shall run with the land and are binding upon and shall inure to the benefit of the successors and assigns of the parties hereto.
8. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

THE CITY OF FRANKLIN

By: Fred L Paris
Printed: Fred L Paris
Title: MAYOR

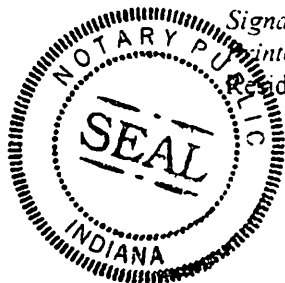
STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared Fred L. Paris, Mayor City of Franklin, who acknowledged the execution of the foregoing on behalf of the Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of February, 2011.

My Commission Expires:

March 2, 2017



Signature: Donna J. Arnold

Printed: Donna J. Arnold

Resident of Johnson

County, Indiana

JOHNSON COUNTY, INDIANA

By: [Signature]
Printed: John L. Price
Title: President

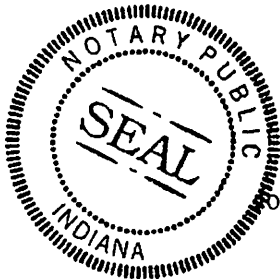
STATE OF INDIANA)
) SS:
COUNTY OF JOHNSON)

Before me, a Notary Public in and for said County and State, personally appeared John L. Price, President Jo. Co. Board of Commissioners, who acknowledged the execution of the foregoing on behalf of the Grantor, and who, having been duly sworn, stated that any representations therein contained are true.

Witness my hand and Notarial Seal this 15th day of February, 2011.

My Commission Expires:
March 2, 2017

Signature: [Signature]
Printed: Doris J. Arnold
Resident of Johnson County, Indiana



Prepared by:

Kathleen A. Hash
Johnson County Attorney
86 West Court Street
Franklin, IN 46131

Robert H. Schafstall
Franklin City Attorney
98 North Jackson Street
Franklin, IN 46131

"EXHIBIT A"

TRACT 1:

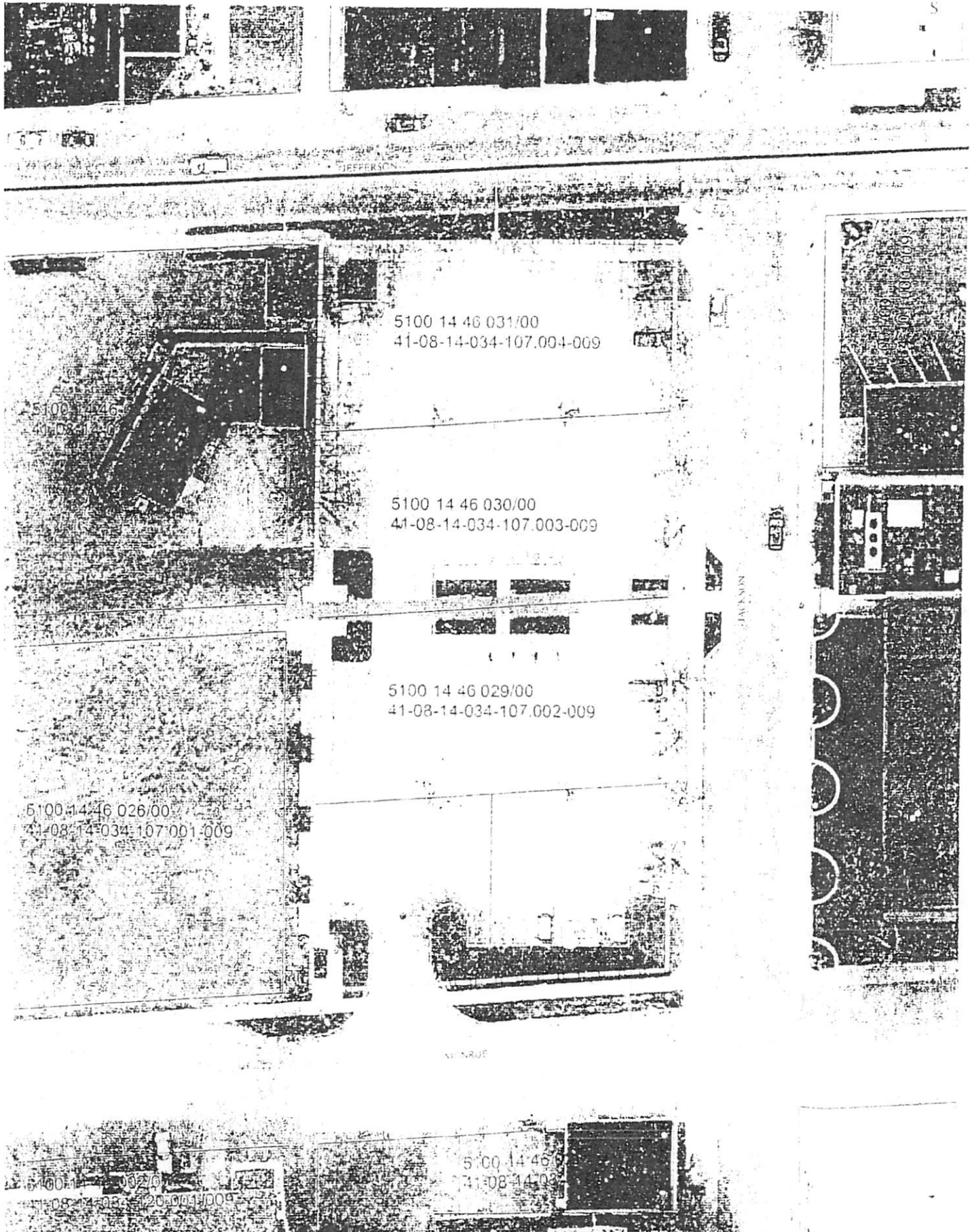
The East half of the South half, and the East half of the North half of Lot Numbered 56 in the Original Plat of the Town, now City of Franklin, Indiana.

TRACT 2:

Part of the Original Plat to the City of Franklin, Indiana.

Beginning on the North line of Monroe Street at the Southwest corner of Lot Numbered 57 in said plat; thence North 00 degrees 26 minutes 10 seconds East on and along the West line of said lot 144.00 feet; thence North 86 degrees 41 minutes 50 seconds East on and along the North line of said lot 145.00 feet; thence North 00 degrees 18 minutes 10 seconds West 19.00 feet; thence North 78 degrees 26 minutes 30 seconds East 40.45 feet; thence North 00 degrees 02 minutes 00 seconds West 7.00 feet; thence North 86 degrees 48 minutes 00 seconds East 52.00 feet to the West line of Lot Numbered 42; thence North 00 degrees 24 minutes 00 seconds West along the West line of Lot Numbered 42 and Lot Numbered 41 a distance of 123.95 feet to the North line of Lot Numbered 41; thence North 86 degrees 46 minutes 00 seconds East on and along said North line 144.00 feet to the East line of said lot; thence South 00 degrees 00 minutes 00 seconds East on and along said East line of Lots Numbered 41, 42, and 55 a distance of 227.73 feet to the Northeast corner of Lot numbered 56; thence South 86 degrees 40 minutes 30 seconds West on and along the North line of Lot Numbered 56 a distance of 72.00 feet; thence South 00 degrees 00 minutes 00 seconds east 72.00 feet to the South line of said Lot Numbered 56; thence South 86 degrees 40 minutes 30 seconds West on and along the South line of Lots Numbered 56 and 57, 309.00 feet to the Place of Beginning, and containing in the above described real estate, Lots Numbered 41, 42, 55 and 57, and the West half of Lot Numbered 56, and part of Lot Numbered 40 in the Original Plat to the City of Franklin, Indiana, together with all of the buildings and improvements erected thereon. Subject to all legal rights-of-way, which rights-of-way consist of a 12 foot alley adjoining the West sides of said lots 41, 42, 55 and 56, and a 12 foot alley adjoining the North side of Lot 57, and the alley intersection.

EXHIBIT B"
PARKING LOT 2010 AERIAL
FEB 11, 2011





Approved by the Johnson County Council,
as fiscal body for Johnson County, Indiana

Voting Affirmative:


Beth Boyce, President

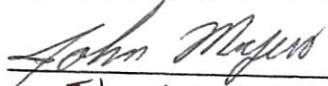

Robert Henderson, Vice-President


James Ison, Member



Pete Ketchum, Member


Josh McCarty, Member


Joshua Turner, Member


John Myers, Member

Attest:


Pamela J. Burton, Johnson County Auditor

Date: 2-13-17

Voting Opposed:

Beth Boyce, President

Robert Henderson, Vice-President

James Ison, Member


Pete Ketchum, Member

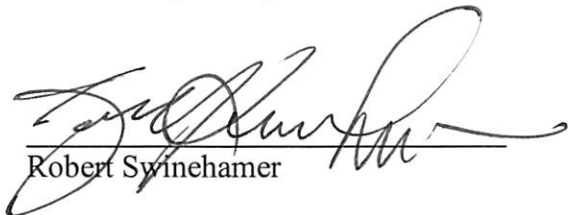
Josh McCarty, Member

Joshua Turner, Member

**Approved by City of Franklin, Indiana
Board of Public Works and Safety**

Voting Affirmative:


Interim Mayor Stephen Barnett


Robert Swinehamer

Voting Opposed:

Interim Mayor Stephen Barnett

Robert Swinehamer

Attest:

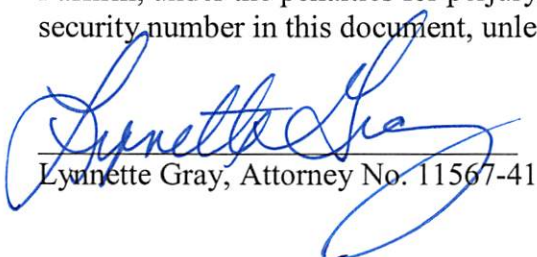

Jayne Rhoades, Clerk Treasurer

Date: _____

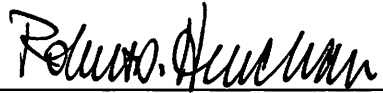
Prepared by: Lynnette Gray
Attorney No.: 11567-41

Redaction Statement

I affirm, under the penalties for perjury, that I have taken reasonable care to redact each social security number in this document, unless required by law.


Lynnette Gray, Attorney No. 11567-41

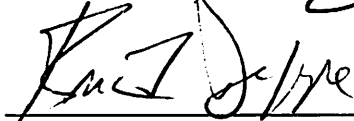
Approved by Franklin Redevelopment Commission



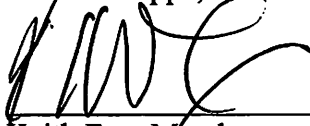
Robert Heuchan, President



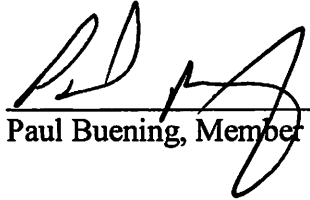
Richard Wertz, Vice President



Brian J. Deppe, Secretary



Keith Fox, Member



Paul Buening, Member

10/10/10

10/10/10

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10/10/10

DULY PASSED and approved this 6th day of March, 2017, by the Common Council of the City of Franklin, Johnson County, Indiana, having been passed by a vote of _____ in Favor and _____ Opposed.

City of Franklin, Indiana, By its Common Council:

Voting Affirmative:

Voting Opposed:

Keith Fox

Keith Fox

Joseph P. Abban

Joseph P. Abban

Joseph R. Ault

Joseph R. Ault

Kenneth Austin

Kenneth Austin

Andrew Eggers

Andrew Eggers

Richard L. Wertz

Richard L. Wertz

Attest:

Jayne Rhoades
City Clerk-Treasurer