

**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 further 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. The termination of this agreement shall have no effect on the perpetual easement referenced herein.

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 in the Parking Area of the Oren Wright Building Property (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 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 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, this Agreement shall terminate. The termination of this Agreement shall have no effect on the perpetual easement referenced herein.

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: _____ Date: _____
Brian P. Baird, Chair

By: _____ Date: _____
Ronald H. West, Member

By: _____ Date: _____
Kevin M. Walls, Member

Attest: _____ Date: _____
Pamela J. Burton, Johnson County Auditor

Approved as to form:

Kathleen A. Hash, County Attorney

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

Voting Affirmative:

Voting Opposed:

Interim Mayor Stephen Barnett

Interim Mayor Stephen Barnett

Robert Swinehamer

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 the Johnson County Council,
as fiscal body for Johnson County, Indiana**

Voting Affirmative:

Voting Opposed:

Beth Boyce, President

Beth Boyce, President

Robert Henderson, Vice-President

Robert Henderson, Vice-President

James Ison, Member

James Ison, Member

Pete Ketchum, Member

Pete Ketchum, Member

Josh McCarty, Member

Josh McCarty, Member

Joshua Turner, Member

Joshua Turner, Member

Attest:

Pamela J. Burton, Johnson County Auditor

Date: _____

Approved by Franklin Redevelopment Commission

Robert Heuchan, President

Richard Wertz, Vice President

Brian J. Deppe, Secretary

Keith Fox, Member

Paul Buening, Member