BOARD OF PUBLIC WORKS AND SAFETY
CITY OF NOBLESVILLE

DATE: NOVEMBER 7, 2017

PREVIOUSLY DISCUSSED ITEMS

NEW ITEMS FOR DISCUSSION XXX

MISCELLANEOUS _____

ITEM# #8

SOURCE:

DOCUMENTS PREPARED BY: MICHAEL HOWARD

VERBAL:

INFORMATION ATTACHED: XXX

NO PAPERWORK AT TIME OF PACKETS:

BRING PAPERWORK FROM PREVIOUS MEETING:

INSTALLMENT AGREEMENT FOR PAYMENT OF ROAD IMPACT FEES

This Agreement entered into by and between the City of Noblesville, Hamilton County, Indiana, by its Board of Public Works and Safety of the City of Noblesville ("the City") and Noblesville Fieldhouse, LLC, ("the Company").

WITNESS THAT:

WHEREAS, the Company is in the process of acquiring ten (10) acres of real estate from the City, which real estate is commonly known as Lot 3 in Finch Creek Park Subdivision, as described in the plat recorded on the 29th day of September, 2017, in the Office of the Hamilton County Recorder as Instrument No. 2017048653, which real estate is located on the west side of Boden Road approximately one quarter (1/4) mile south of 166th Street ("the Real Estate"); and,

WHEREAS, the Company is in the process of final design of a fieldhouse to be constructed on the Real Estate ("the Fieldhouse Project"); and,

WHEREAS, the City has enacted a Road Impact Fee Ordinance under the authority of Indiana Code 36-7-4-1300; and,

WHEREAS, the City has prepared a calculation assessing road impact fees for the Fieldhouse in the amount of Two Hundred Twenty-five Thousand Nine Hundred Sixteen Dollars and Sixty-seven Cents ($225,916.67) ("the Road Impact Fee"), which calculation has been reviewed by the Company; and,

WHEREAS, pursuant to Indiana Code 36-7-4-1324, a payer of impact fees, may enter into an installment plan to pay an impact fee if an impact fee exceeds Five Thousand Dollars ($5,000); and,

WHEREAS, the City and the Company are desirous of entering into an Installment Agreement for the Company to pay the Road Impact Fees, which will be assessed arising out of the construction of the Fieldhouse Project.

IT IS THEREBY AGREED by the parties as follows:

1. The Company shall pay the Road Impact Fee assessed against the Fieldhouse Project in thirty-two (32) quarterly payments of Seven Thousand Sixty Dollars ($7,060) per payment due on January 15th, April 15th, July 15th, and October 15th of each calendar year beginning January 15, 2019, and concluding with the payment due on October 15, 2026.

2. In the event the Company fails to make any payment under this Agreement within ten (10) days of the due date, and the Company does not cure the failure within ten (10) days of written notice from the City, the City may impose a penalty equal to ten (10%) percent of the installment amount as provided by Indiana Code 36-7-4-1324(d).

3. In the event it is necessary for the City to institute legal proceedings to collect all or part of the Road Impact Fee under this Agreement, the City shall be entitled to a judgment including the amount of unpaid impact fees; ten (10%) percent late payment penalty described above; interest in the amount of eight (8%) per annum from the due date of the payment until payment in full; all cost of collection; and reasonable attorney's fees.

4. Pursuant to Indiana Code 36-7-4-1325(b), the City acquires a lien upon the Real Estate for the unpaid portion of the Road Impact Fee, plus penalty and interest from the date of issuance of the building permit, which lien shall not be affected by the sale or transfer of the Real Estate pursuant to Indiana Code 36-7-4-1325(c).

5. All payments under this Agreement shall be paid to the City, c/o Department of Planning, 16 S. 10th Street, Noblesville, Indiana 46060.

ALL OF WHICH IS AGREED by and between Noblesville Fieldhouse, LLC, and the City of Noblesville, by its Board of Public Works and Safety of the City of Noblesville and on the dates set out herein.

NOBLESVILLE FIELDHOUSE, LLC

Dated: _____

By: _____

Printed: _____

Title: _____

ATTEST:

By: _____

Printed: _____

Title: _____

STATE OF INDIANA)
)SS:
COUNTY OF)

Subscribed and sworn to before me, a Notary Public, this ____ day of _____, 2017, personally appeared the within named _____ as _____ and _____ as _____ of Noblesville Fieldhouse, LLC, and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

_____

My Commission Expires:

Notary Public,
Residing in _____ County, Indiana

_____

ALL OF WHICH IS AGREED by the City of Noblesville, by its Board of Public Works and Safety of the City of Noblesville on the 7th day of November, 2017.

BOARD OF PUBLIC WORKS AND
SAFETY OF THE CITY OF NOBLESVILLE

_____
John Ditslear, Member

_____
Lawrence Stork, Member

_____
Jack Martin, Member

ATTEST:

_____
Evelyn L. Lees, Clerk
City of Noblesville, Indiana

STATE OF INDIANA)
)SS:
COUNTY OF HAMILTON)

Subscribed and sworn to before me, a Notary Public this 7th day of November, 2017, personally appeared the within named John Ditslear, Lawrence Stork, and Jack Martin as members of the Board of Public Works and Safety of the City of Noblesville and Evelyn L. Lees, Clerk for the City of Noblesville and acknowledged the execution of the foregoing document.

WITNESS my hand and official seal.

_____
Notary Public,
Residing in _____ County, IN

My Commission Expires:
_____

I affirm, under the penalties of perjury, that I have taken reasonable care to redact each social security number in the document. Michael A. Howard
This instrument prepared by: Michael A. Howard, HOWARD & ASSOCIATES, 694 Logan Street, Noblesville, Indiana 46060, (317) 773-4212.