

**COMMON COUNCIL AGENDA
KOKOMO
OCTOBER 16, 2023
100 S UNION ST
KOKOMO IN.
PUBLIC INFORMATIONAL MEETING AT 5:30 p.m.**

CALL TO ORDER:

INVOCATION:

PLEDGE:

ROLL CALL:

APPROVAL OF MINUTES: meeting held September 25, 2023

COMMUNICATIONS:

COMMITTEE REPORTS:

ORDINANCE #7104

Case P21-Z-23 rezone from R1 (very low density residential) to M3 (large scale multi-family residential) at 1400 E. Hoffer St. and the adjoining lots to the east and north

Greco (second reading)

ORDINANCE #7105

Case P22-Z-23 rezone from R1 (very low density residential) to C2 (medium to large-scale general commercial) at 1717 N. Faith Rd. and the adjoining lot to the north.

Greco (second reading)

ORDINANCE #7108

An Ordinance of the city of Kokomo and Center Township, Howard County, Indiana concerning the amendment to the Kokomo Zoning Ordinance.

Greco (second reading)

ORDINANCE #7106

Case P23-Z-23 rezone from PD-M1 (planned development) & C2 (medium to large-scale general commercial) to M2 (multi-family residential) generally bounded by SR-931 & Sycamore Rd.

Greco (second reading)

ORDINANCE #7107

Case P24-Z-23 rezone from M2 (multifamily residential) to PD-M2 (planned development) generally bounded by SR-931 and Sycamore Rd.

Greco (second reading)

ORDINANCE #7084:

An Ordinance fixing the Budgets for various departments, boards, and commissions of the city of Kokomo, Indiana. Be it ordained by the Common Council of the City of Kokomo, Indiana.

Miklik (second reading)

ORDINANCE #7109:

Ordinance authorizing the issuance of the city of Kokomo, Indiana taxable economic development revenue bonds, series 2023 (Nipsco pipeline project and Duke Energy utility relocate/infrastructure project), and providing or otherwise making the proceeds thereof available to Northern Indiana Public Service Company LLC, and authorizing and approving other actions in respect thereto

Miklik (first reading)

Ordinance #7110:

Ordinance authorizing the issuance of the city of Kokomo, Indiana taxable economic development tax increment revenue bonds, series 2023 (tribune apartments project), and lending of the proceeds thereof to borrower, and authorizing and approving other actions in respect thereto

Miklik (first reading)

RESOLUTION #2802:

A resolution authorizing the execution of the development agreement and certain other matters in connection therewith

Miklik

RESOLUTION #2803:

A resolution of the Common Council of the city of Kokomo, Indiana approving (1) a Declaratory Resolution and economic development plan of the city of Kokomo Redevelopment Commission establishing The Tribune Apartments economic development area, which Declaratory Resolution also removes certain property from the consolidated downtown southeast economic development area, and (2) the order of the city of Kokomo Plan Commission related thereto

Miklik

RESOLUTION #2804:

A resolution of the Common Council of the city of Kokomo, Indiana, approving 1) A Declaratory Resolution and amendments to the Economic Development Plan Of the city of Kokomo Redevelopment Commission concerning the enlargement

of the Industrial Park consolidated economic development area and consolidation of the Industrial Park West allocation area and Industrial Park East allocation area, and (2) the order of the city of Kokomo Plan Commission related thereto

Miklik

RESOLUTION 2805: A resolution of the Common Council of the city of Kokomo, Indiana approving (1) a Declaratory Resolution and economic development plan of the city of Kokomo redevelopment Commission establishing the South Side Economic Development area and (2) the order of the city of Kokomo Plan Commission related thereto

Miklik

ORDINANCE #7103 Case P25-Z-23 Amendment to Zoning Ordinance (small box discount stores development standards)

Davis (first reading)

PUBLIC HEARING
&
COMMON COUNCIL MEETING MINUTES
SEPTEMBER 25, 2023

The Common Council of the City of Kokomo, Indiana met Monday September 25, 2023 at 6:00 p.m. in the Council Chambers for the purpose of a Public Hearing.

PRESENT: Capshaw, Delon, Davis, Collins, McKibben, Grecu, Miklik

ABSENT: T. Stewart

The Clerk read Ordinance #7084 by title only. Ordinance #7084 an ordinance fixing the Budgets for various departments, boards, and commissions of the city of Kokomo, Indiana.

President Collins called for any comments from the audience, there were none.

The Public Hearing was adjourned.

COUNCIL MEETING MINUTES
SEPTEMBER 25, 2023

The Common Council of the City of Kokomo, Indiana met Monday September 25, 2023 at 6:00 p.m. in the City Hall Council Chambers.

President Collins called the meeting to order.

Councilman Davis offered invocation.

Pledge:

Present: Capshaw, Delon, Davis, Collins, McKibben, Grecu, Miklik

Absent: T. Stewart, R. Stewart

The minutes for the meeting held September 11, 2023 were declared approved.

Communications: None

Committee Reports: None

The Clerk read Ordinance #7085 by title only. An ordinance fixing the maximum salaries of appointive officers, deputies, assistants, department heads, uniformed police and fire, and employees of the city of Kokomo, Indiana for the fiscal year beginning January 1st 2024 and ending December 31st 2024, be it ordained by the Common Council of the city of Kokomo, Indiana as follows:

Councilman Miklik moved for passage on second reading. Seconded by Councilman Grecu
Councilman Miklik stated this ordinance fixes the salaries of appointive officers, deputies, assistants, department heads, uniformed police and fire, and employees of the city. Councilman Miklik also wanted to thank Dan Guffey who represented the fire department.

Vote for passage follows:

Aye: All

Nay: None

The vote was 7-0 for passage on second reading.

The Clerk read Ordinance #7086 by title only. An ordinance fixing the salaries of the Elected City Officials of the city of Kokomo, Indiana effective January 1st 2024 through December 31st 2024.

Councilman Miklik moved for passage on second reading. Seconded by Councilman Grecu.

Councilman Miklik states this ordinance fixes the salaries of the elected officials of the city and all the ordinances are available online on the city's website.

Vote for passage follows:

Aye: All

Nay: None

The vote was 7-0 for passage on second reading.

The Clerk read Resolution #2801, a resolution approving an inter-local agreement with the City of Kokomo.

Councilwoman McKibben moved for passage. Seconded by Councilman Grecu.

Councilwoman McKibben states this resolution is an agreement between the city and the county for inspection services on all new home builds in the county. The City will provide the inspection services, billing and permits.

The vote for passage follows:

Aye: All

Nay: None

The vote was 7-0 for passage

The Clerk read Ordinance #7104 by title only. Case P21-Z-23 rezone from R1 (very low density residential) to M3 (large scale multi-family residential) at 1400 E. Hoffer St. and the adjoining lots to the east and north

Councilman Grecu moved for passage on first reading. Seconded by Councilwoman McKibben

Councilman Grecu states this is a rezone for property located at 1400 E Hoffer.

David Baird Kokomo represents Lara Cap Group LLC and requesting the zone change to clean up a blighted property and build an apartment complex with 66 units and parking.

Bob Hockema also with Lara Cap Group LLC states he is available for any questions. They will be going through with the project and have a meeting with the BZA for a special exemption to go from 50 units to 66 units.

Councilwoman McKibben inquired if this was multiple units or buildings. Mr. Baird stated that it would be one large 3-story building.

Terry Roach Kokomo wanted to know if the property was large enough.

The vote for passage on first reading follows:

Aye: All

Nay: None

The vote was 7-0 for passage on first reading.

The Clerk read Ordinance #7105 by title only. Case P22-Z-23 rezone from R1 (very low density residential) to C2 (medium to large-scale general commercial) at 1717 N. Faith Rd. and the adjoining lot to the north.

Councilman Grecu moved for passage on first reading. Seconded Councilman Miklik

Councilman Grecu states this is a rezone and the property will be used to build a hotel.

Burch Dalton Westfield Indiana speaking tonight on behalf of the Holiday Development Corporation and developers Bowyers Restaurant Group. Mr. Dalton presented handouts to the council to view. Mr. Dalton states the company will be building an extended stay hotel and if all goes well they will build a second hotel in the future.

Councilwoman McKibben wanted to know the type of rooms and amenities, Mr. Dalton explained the rooms are designed as extended stays and provide an efficiency type living.

Councilwoman McKibben asked how many rooms. Mr. Dalton stated 122

The Vote for passage on first reading follows:

Aye: All

Nay: None

The vote was 7-0 for passage on first reading.

The Clerk read Ordinance #7108 An Ordinance of the city of Kokomo and Center Township, Howard County, Indiana concerning the amendment to the Kokomo Zoning Ordinance.

Councilman Grecu moved for passage on first reading. Seconded by Councilman Davis

Councilman Grecu states the next three ordinances to be on the agenda are all related to the same project. The developer for them is going to do their presentation first and then will be able to answer any questions.

Burch Dalton Westfield Indiana provided the Council with handouts and did a slide show presentation. Mr. Dalton states there area will be designed with upscale apartments, single-family homes and a shopping area. One main point will be the addition of two entrances and leaving the cul-de-sac as is.

Councilman Capshaw inquired if there would be a road connecting to Mo's River Room. Mr. Dalton explained no road. In time, there may possibly be a trail. Mr. Dalton explained there is an easement in that area.

Councilwoman McKibben inquired again about the number of entrances.

Councilman Grecu inquired about how many acres will be maintained in a park like setting

Mr. Dalton stated 18-20 acres would be maintained naturally.

The vote for passage on first reading follows:

Aye: All

Nay: None

The vote was 7-0 for passage on first reading

The Clerk read Ordinance #7106 by title only. Case P23-Z-23 rezone from PD-M1 (planned development) & C2 (medium to large-scale general commercial) to M2 (multi-family residential) generally bounded by SR-931 & Sycamore Rd.

Councilman Grecu moved for passage on first reading. Seconded by Councilman Miklik

The vote for passage follows:

Aye: All

Nay: None

The vote was 7-0 for passage on first reading

The Clerk read Ordinance #7107 by title only. Case P24-Z-23 rezone from M2 (multifamily residential) to PD-M2 (planned development) generally bounded by SR-931 and Sycamore Rd.

Councilman Grecu moved for passage on first reading. Seconded by Councilman Miklik

The vote for passage follows:

Aye: All

Nay: None

The vote was 7-0 for passage on first reading

President Collins states this concludes our business for this evening. Our next Council meeting will be held October 16th 2023 at 6:00 p.m.

Adjourned 6:40 p.m.

President Collins

ATTEST:

City Clerk
Diane Howard

ORDINANCE #7084

AN ORDINANCE FIXING THE BUDGETS FOR VARIOUS DEPARTMENTS, BOARDS, AND COMMISSIONS OF THE CITY OF KOKOMO, INDIANA. BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, AS FOLLOWS:

SECTION I

THAT THE BUDGETS OF THE VARIOUS DEPARTMENTS, BOARDS, AND COMMISSIONS OF THE CITY OF KOKOMO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2024, AND ENDING DECEMBER 31, 2024 ARE AS FOLLOWS:

GENERAL FUND

COMMON COUNCIL	\$	403,663
CITY CLERK		94,015
MAYOR		359,391
CONTROLLER		562,566
ATTORNEY		452,021
HUMAN RESOURCES		276,006
INFORMATION SYSTEM		918,460
ENGINEERING		672,785
VEHICLE MAINTENANCE		1,598,069
TRANSPORTATION		2,055,067
BUILDING MAINTENANCE		821,315
CITY LINE TROLLEY		1,086,278
BOARD OF PUBLIC WORKS AND SAFETY		6,909,605
POLICE		15,306,634
FIRE		12,778,963
INSPECTION SERVICES		742,137
PUBLIC MAINTENANCE AND REFUSE		6,085,625
SENIOR CITIZEN'S CENTER		243,605
DEVELOPMENT		629,274
GENERAL FUND TOTAL:	\$	<u>51,995,479</u>

MOTOR VEHICLE HIGHWAY-STREET	\$	2,831,502
MOTOR VEHICLE HIGHWAY-TRAFFIC		1,677,502
MOTOR VEHICLE HIGHWAY-ENGINEERING		500,000
MOTOR VEHICLE HIGHWAY-RESTRICTED FOR Construction, Reconstruction and Preservation		2,100,000

ORDINANCE #7084

PARKS	\$4,075,421
PARKS-RECREATION	856,448
PARKS-SWIMMING POOL	903,137
PARKS-SPORTS STADIUM	347,000
CROWN POINT CEMETERY	715,329
AVIATION	849,574
AVIATION-FIXED BASE OPERATIONS	128,457
PLANNING COMMISSION	639,690
FIRE PENSION	4,065,909
POLICE PENSION	<u>3,365,944</u>
OTHER PROPERTY TAX BACKED FUNDS TOTAL	<u>\$ 23,055,913</u>
LOCAL ROAD & STREET	\$1,000,000
AVIATION FUEL ROTARY	443,900
COPS GRANT	392,276
UNSAFE BUIDING	10,000
ECONOMIC DEVELOPMENT COMMISSION	8,000
ECONOMIC DEVELOPMENT INCOME TAX	7,702,000
TRANSIT CENTER	51,828
CLINIC	603,000
LOCAL LAW ENFORCEMENT CONTIN. ED.	<u>45,000</u>
NON PROPERTY TAX BACKED FUNDS TOTAL	<u>\$ 10,256,004</u>
GRAND TOTAL ALL FUNDS:	<u><u>\$ 85,307,396</u></u>

SECTION II

THAT THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA WILL CONDUCT A PUBLIC HEARING ON SEPTEMBER 25, 2023 AT 6:00 P.M. IN THE COUNCIL CHAMBERS, CITY HALL TO HEAR ALL CITIZENS ON SAID BUDGET. FOLLOWING THE HEARING, THE AFOREMENTIONED COUNCIL WILL MEET AT CITY HALL COUNCIL CHAMBERS ON OCTOBER 16, 2023 AT 6:00 P.M. TO ADOPT THE BUDGET. TAXPAYERS APPEARING AT EITHER MEETING SHALL HAVE A RIGHT TO BE HEARD.

ORDINANCE #7084

SECTION III

THAT THIS ORDINANCE SHALL REMAIN IN FULL FORCE AND EFFECT FROM AND AFTER ITS PASSAGE, SIGNATURE BY THE MAYOR AND PUBLICATION AS PROVIDED BY LAW.

SECTION IV

PASSED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO INDIANA,
THIS _____, 2023

AYE

NAY

ATTEST:

DIANE HOWARD
CITY CLERK

ORDINANCE #7084

PRESENTED BY ME TO THE MAYOR OF THE CITY OF KOKOMO THIS ___TH DAY OF OCTOBER, 2023 AT ___:___ AM.

DIANE HOWARD
CITY CLERK

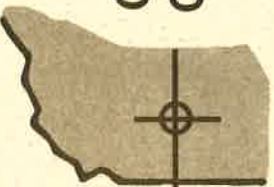
APPROVED BY ME THIS ___TH DAY OF OCTOBER, 2023 AT ___:___ AM.

Tyler Moore, MAYOR
CITY OF KOKOMO, INDIANA

ATTEST:

DIANE HOWARD
CITY CLERK

City of
**KOKOMO
HOWARD
County**



PLAN COMMISSION

Howard County Administration Center
224 N. Main Street - Kokomo, Indiana 46901
Ph. (765) 456-2330
www.cityofkokomo.org
www.howardcountyin.gov

October 11, 2023

TO THE MEMBERS OF THE
HONORABLE KOKOMO COMMON COUNCIL

Re: **P25-Z-23**

Ordinance No. 7103

Dear Honorable Members:

Please be advised the Kokomo City Plan Commission, at their public hearing held Tuesday, October 10, 2023 considered and voted unanimously to forward a favorable recommendation of the above captioned case to the Kokomo Common Council.

Case P25-Z-23: Amendment to Zoning Ordinance (Small Box Discount Stores Development Standards).

The Commission believes that said amendment promotes the health, safety, and general welfare of the community and would not adversely affect the values of the surrounding properties.

Respectfully Submitted

Michael Besser, President

Kokomo City Plan Commission

CERTIFICATION
Ordinance No. 7103
Case: P25-Z-23

STATE OF INDIANA }
CITY OF KOKOMO } SS:
COUNTY OF HOWARD }

Greg Sheline, being first duly sworn upon his oath, according to law, disposes and says:

- 1) That he is the duly elected, qualified and acting Secretary of the Kokomo City Plan Commission, and
- 2) That the above and foregoing is a true and exact copy of an amendment to the Kokomo City Ordinance No. 6279, as amended, and the same was considered by the Kokomo City Plan Commission at a public hearing held in the Neal Chamber in Kokomo City Hall, at 5:00 p.m. on the 10th day of October 2023, after due notice of such public hearing being published in the Kokomo Tribune newspaper at least ten (10) days prior to the date of the public hearing.
- 3) By a resolution adopted by the majority of its members at said public hearing, the Kokomo City Plan Commission gave a favorable recommendation to the passage of said amendatory ordinance by the Common Council of the City of Kokomo, Indiana.

DATED THIS 11 day of OCTOBER, 2023.



Greg Sheline, Secretary
Howard County Plan Commission

Subscribed and sworn to before me this 11th day of October, 2023.



Notary Public

My Commission expires: _____


This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law. Jessica Calderon.

AN ORDINANCE AMENDING ORDINANCE NO. 6279, AS AMENDED:

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, THAT ORDINANCE No. 6279, AS AMENDED, WITH ALL SUBSEQUENT AMENDMENTS BE AND IS HEREBY AMENDED AS FOLLOWS:

Section I.

The following text shall be amended in Article Three:

- A. Section 30 (C1 District; Special Exceptions; Business: Retail) shall be amended as follows:
 - 1. Small Box Discount Stores
- B. Section 31 (C2 District; Special Exceptions; Business: Retail) shall be amended as follows:
 - 1. Small Box Discount Stores

Section II.

A new section shall be added to Article Six as follows:

6.75 DS-01 [Small Box Discount Store Standards]

This Small Box Discount Store Standards section applies to Small Box Discount Stores in all Zoning Districts, permitted by right, Special Exception, or Variance. In addition to the standards of the applicable Zoning District and any applicable Overlay District, the following Small Box Discount Store Standards shall apply:

- A. Maximum Building Size: 16,000 sf
- B. Location: Small Box Discount Stores shall be prohibited in the following locations:
 - 1. Within five thousand five hundred (5500) feet of Lot with an existing Small Box Discount Store, measured as the shortest distance between the two (2) properties.
 - 2. Within five hundred (500) feet of a residentially zoned or residentially used Lot, measured as the shortest distance between the two (2) properties.
 - 3. No two (2) Small Box Discount Stores shall be located on the same Lot or the same building.
- C. Architectural Standards:
 - 1. Building Materials:
 - a. A minimum of fifty percent (50%) of building facades, exclusive of windows, doors and loading berths, shall consist of Masonry Materials.
 - b. One hundred percent (100%) of building facades facing a street, shall consist of Masonry Materials, exclusive of windows, doors and loading berths.
 - c. Forty percent (40%) of walls facing a street shall consist of windows.
 - d. E.I.F.S shall be prohibited within eight (8) feet of the ground.
 - e. All facades shall be supplemented with the use of more than one color, texture (e.g., rough, smooth, striated), or the addition of architectural elements (e.g., quoins, pilasters, soldier courses, lintels, friezes, cornices, dentils, architraves).
 - f. All facades shall be constructed with the same building material quality and level of architectural detail.

2. Roof Design:
 - a. Material: Quality roof materials for any pitched roof such as tile, slate, cedar shake with fire protection, 30-year asphalt shingles, dimensional asphalt or fiberglass shingles, high-quality standing seam metal roofing, or high-quality metal shingle roofing shall be used on all Structures. Metal roofs shall have a low-gloss finish to reduce glare.
 - b. Minimum Pitch: The minimum for any pitched roof shall be 5:12. Elements such as porches, bays, walkways, etc., may be covered with a lower roof pitch.
 3. External Wall Protrusions: Gutters, downspouts, vents, wall-mounted Mechanical Equipment, and other external wall protrusions shall be visually integrated with the architectural style of the Structure. The color shall be selected to complement or to be consistent with the building materials.
 4. Mechanical Screening: All roof or ground-mounted Mechanical Equipment shall be completely enclosed. Ground-mounted enclosures for mechanical equipment shall match the building façade on all sides not facing the building, to provide full screening.
 5. Dumpster Screening: Dumpsters, trash and recycle containers/receptacles, compactors, and similar containers must not be stored so as to be visible from the roadway. All dumpsters, trash and recycle containers/ receptacles, compactors, and similar containers shall be completely enclosed. Ground-mounted enclosures for dumpsters, trash and recycle containers/receptacles, compactors, and similar containers shall match the building façade on all sides not facing the building, to provide full screening, excluding access gates which must be shielded and screened.
 6. Provide one (1) or more solid waste containers located directly outside the primary entrance for the placement of paper, wrappers, and other items by customers and others. Such containers shall be maintained in good condition and be of suitable capacity to sufficiently contain litter and debris between scheduled waste collections.
- D. Renovated Buildings: Existing Buildings being renovated into a Small Box Discount Store shall comply with the architectural standards of this Section. If the existing Building does not meet the Building Materials requirements of Section 6.75(C)(1), then brick veneer shall be permitted in lieu of Masonry Materials.
- E. Gross Floor Space Dedication: A minimum of fifteen percent (15%) of gross floor area shall be reserved for fresh meats, fresh dairy, fresh fruits and fresh vegetables. A minimum of fifteen percent (15%) of gross floor area shall be reserved for storage of inventory not currently on display.
- F. Floor and Shelf Plan Required: Any Small Box Discount Store subject to Special Exception shall provide a detailed floor plan at the time of filing the Application. These plans shall contain the following:
 1. Accurate aisle widths;
 2. Designated area for fresh food items; and
 3. Designated area for storage.

Section III. The above changes shall be duly entered on the filed copies of the zone map, which is part of Kokomo Zoning Ordinance No. 6279.

Section IV. This Ordinance shall be in full force and effect from and after its passage, signature by the Mayor, and publication in the Kokomo Tribune as provided by law.

PASSED BY THE KOKOMO COMMON COUNCIL THIS ____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Ray Collins, President Kokomo Common Council

PRESENTED BY ME TO THE MAYOR THIS ____ DAY OF _____, 2023.

Diane Howard, City Clerk

APPROVED BY ME THIS ____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Tyler Moore, Mayor, City of Kokomo, Indiana

This instrument was prepared by Thomas P. Rethlake, Corporation Counsel, City of Kokomo, 100 S Union Street, Kokomo, IN 46901.

I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law. /s/ Thomas P. Rethlake



September 15, 2023

TO THE MEMBERS OF THE
HONORABLE KOKOMO COMMON COUNCIL

Re: **P21-Z-23**

Rezone from

R1 (Very Low Density Residential) to M3 (Large Scale Multi-Family Residential)
at 1400 E. Hoffer St., & the adjoining lots to the east and north.

Ordinance No. 7104

Dear Honorable Members:

Please be advised the Kokomo City Plan Commission, at their public hearing held Tuesday, September 12, 2023 considered and voted unanimously to forward a favorable recommendation of the above captioned case to the Kokomo Common Council.

Case P21-Z-23 is the petition of Lara Cap Group 21, LLC requesting the Kokomo City Plan Commission petition and recommend to the Kokomo Common Council for a change in zone classification from **R1 (Very Low Density Residential) to M3 (Large Scale Multi-Family Residential)** for property described as Countryside Lot 5, Lot 6 EXC 20' ENT S SD & Lot 7 EXC 20' ENT S SD, containing 2.89 acres, more or less, City of Kokomo, Center Township, Indiana, located at **1400 E Hoffer St., & the adjoining lots to the east & north.**

The Commission believes that said amendment promotes the health, safety, and general welfare of the community and would not adversely affect the values of the surrounding properties.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Michael Besser'.

Michael Besser, President

Kokomo City Plan Commission

CERTIFICATION
Ordinance No. 7104
Case: P21-Z-23

STATE OF INDIANA }
CITY OF KOKOMO } SS:
COUNTY OF HOWARD }

Greg Sheline, being first duly sworn upon his oath, according to law, disposes and says:

- 1) That he is the duly elected, qualified and acting Secretary of the Kokomo City Plan Commission, and
- 2) That the above and foregoing is a true and exact copy of an amendment to the Kokomo City Ordinance No. 6279, as amended, and the same was considered by the Kokomo City Plan Commission at a public hearing held in the Neal Chamber in Kokomo City Hall, at 5:00 p.m. on the 12th day of September 2023, after due notice of such public hearing being published in the Kokomo Tribune newspaper at least ten (10) days prior to the date of the public hearing.
- 3) By a resolution adopted by the majority of its members at said public hearing, the Kokomo City Plan Commission gave a favorable recommendation to the passage of said amendatory ordinance by the Common Council of the City of Kokomo, Indiana.

DATED THIS 19th day of September, 2023.



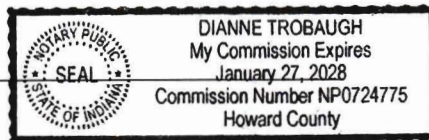
Greg Sheline, Secretary
Howard County Plan Commission

Subscribed and sworn to before me this 19th day of September, 2023.



Notary Public

My Commission expires: _____



This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law. Jessica Calderon.

R1 (Very Low Density Residential) to M3 (Large Scale Multi-Family Residential), located at 1400 E Hoffer St., & the adjoining lots to the east and north; parcels: 34-10-06-433-001.000-002; 34-10-06-433-002.000-002; 34-10-06-427-005.000-002

AN ORDINANCE AMENDING ORDINANCE NO. 6279, AS AMENDED:

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, THAT ORDINANCE No. 6279, AS AMENDED, WITH ALL SUBSEQUENT AMENDMENTS BE AND IS HEREBY AMENDED AS FOLLOWS:

Section I. The following described tracts of land shall be changed from **R1 (Very Low Density Residential) to M3 (Large Scale Multi-Family Residential)** for property described as follows:

Countryside Lot 5, Lot 6 EXC 20' ENT S SD & Lot 7 EXC 20' ENT S SD, containing 2.89 acres, more or less, City of Kokomo, Center Township, Indiana, located **at 1400 E Hoffer St., & the adjoining lots to the east & north.**

Section II. The above changes shall be duly entered on the filed copies of the zone map, which is part of Kokomo Zoning Ordinance No. 6279.

Section III. This Ordinance shall be in full force and effect from and after its passage, signature by the Mayor, and publication in the Kokomo Tribune as provided by law.

PASSED BY THE KOKOMO COMMON COUNCIL THIS _____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Ray Collins, President Kokomo Common Council

PRESENTED BY ME TO THE MAYOR THIS _____ DAY OF _____, 2023.

Diane Howard, City Clerk

APPROVED BY ME THIS ____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Tyler Moore, Mayor, City of Kokomo, Indiana

This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law.

Staff Report for 1400 E Hoffer

Case P21-Z-23

R1 (Very Low Density Residential) to M3 (Large Scale Multi-Family Residential)

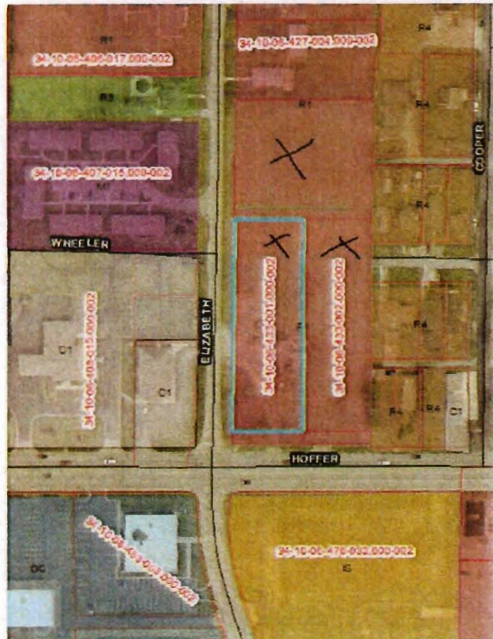
34-10-06-433-001.000-002

34-10-06-433-002.000-002

34-10-06-427-005.000-002

Case was to be heard at the July 11th Plan Commission meeting but petitioner withdrew from agenda

Bailiff, Harrington, Cord, Maugans and Cox P.C., on behalf of LARA Cap Group 21, LLC is requesting a change in zone classification for the property/addresses listed above. These lots will be used as "Apartments". According to the current City of Kokomo Zoning Ordinance, in the 'M3' zone district, multi-family dwelling (15-50 units) is a permitted use. This area is not located within any overlay district. Therefore, no overlay standards would apply. *Petitioner will also be applying for a "special exception" since the proposed total number of units exceed what is permitted.*



The adjoining properties are zoned as follows:

North: R1 (Very Low Density Residential)

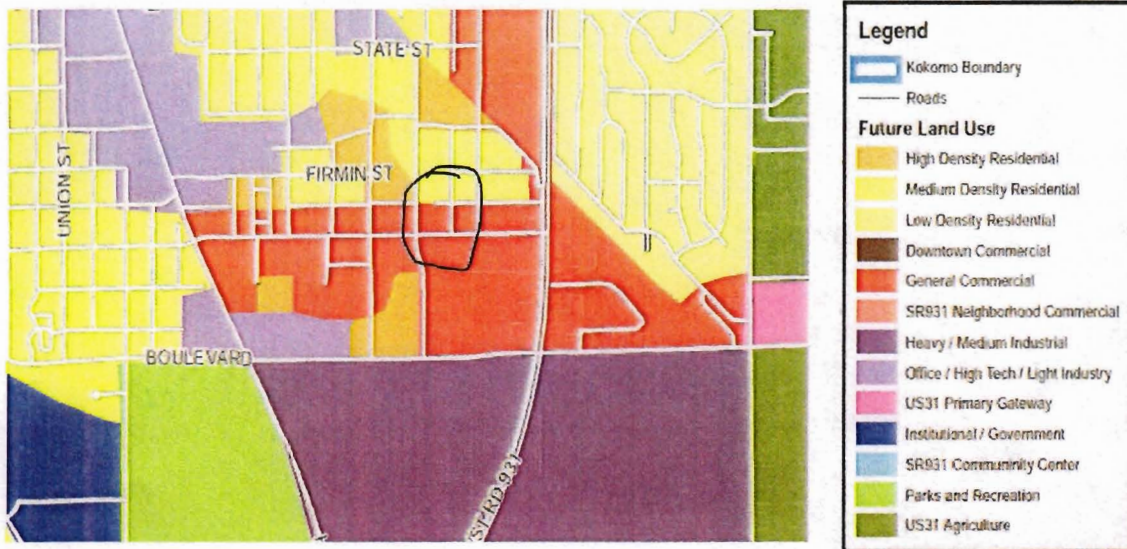
South: IS (Institutional Use)

East: R4 (Urban Residential)

**West: C1 (Small to Medium Scale General Commercial)
and M1 (Low Density Multi-Family Residential)**

According to the City of Kokomo Zoning Ordinance, the "M3" zoning district is compatible with all neighboring zones.

According to the City of Kokomo Comprehensive Plan “**Future Land Use Map**”, this area of “*East Hoffer and South Elizabeth*” is located in an area proposed for both “**MEDIUM DENSITY RESIDENTIAL and GENERAL COMMERCIAL**” (which is shown below as the circled yellow and red shaded area.)



MEDIUM DENSITY RESIDENTIAL is single-family housing of varying types between 3 to 6 dwelling units per acre. Typical medium density housing would be: single family detached, duplexes, triplexes, condominiums, townhomes and cluster-housing.

GENERAL COMMERCIAL is defined as being a commercial area that accommodates a wide variety of large and small-scale commercial uses. Typically, this category is for commercial uses that cater to vehicle traffic with high visibility from major roadways.

Land Use Goals:

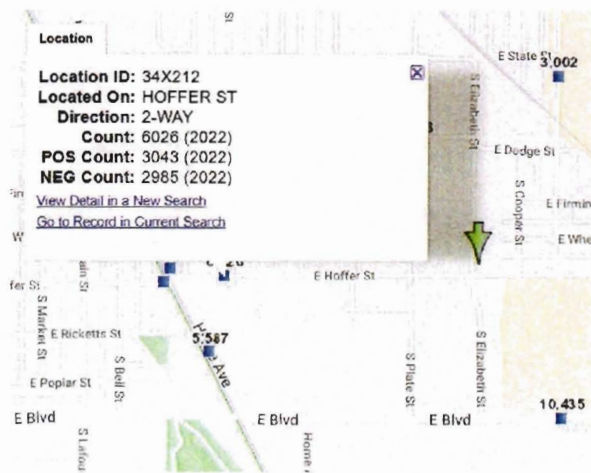
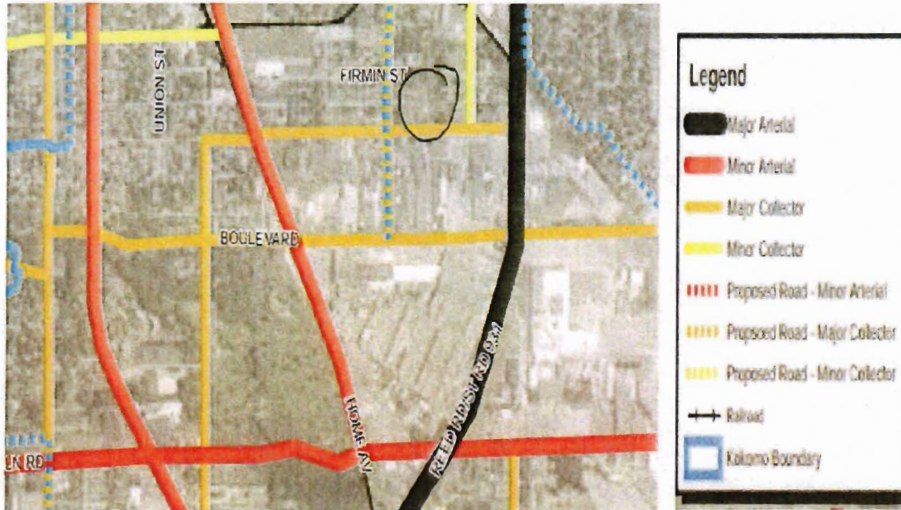
1. Encourage orderly and responsible development to promote health, safety and quality of life of residents in the City of Kokomo, while maintaining Kokomo as a leading community for affordable housing.

Relevant Land Use Objectives are:

1. Encourage adequate land for residential, commercial, industrial, institutional and recreational uses.
2. Designate specific districts in the community suitable for residential, commercial, industrial, institutional and recreational uses.

The goal of the City of Kokomo Comprehensive Plan Transportation Map is to enhance connections throughout the city for improved safety, function and efficiency for all modes of transportation including vehicular, bicycle and pedestrian networks.

According to the Transportation Map, this area of “East Hoffer Street” is defined as a “Major Collector”. A major collector is a street designed to facilitate the collection of traffic from local streets. Also, it provides circulation within neighborhood areas and convenient ways to reach arterial streets.



The traffic count for this area of *East Hoffer and South Elizabeth* is **6,026 ADT** (nearest point located on Hoffer Street).

The staff desires that the Board forward a favorable recommendation to the Kokomo Common Council based on the information presented by the petitioner.

*Kokomo City Plan Commission
Staff Report prepared by Rhonda Hill on 8/22/2023
Reviewed by Greg Sheline*



PLAN COMMISSION

Howard County Administration Center
224 N. Main Street - Kokomo, Indiana 46901
Ph. (765) 456-2330
www.cityofkokomo.org
www.howardcountyin.gov

September 15, 2023

TO THE MEMBERS OF THE
HONORABLE KOKOMO COMMON COUNCIL

Re: **P22-Z-23**

Rezone from

R1 (Very Low Density Residential) to C2 (Medium to Large Scale General Commercial)
at 1717 N. Faith Rd., & the adjoining lot to the north

Ordinance No. 7105

Dear Honorable Members:

Please be advised the Kokomo City Plan Commission, at their public hearing held Tuesday, September 12, 2023 considered and voted unanimously to forward a favorable recommendation of the above captioned case to the Kokomo Common Council.

Case P22-Z-23 is the petition of Bowyer Restaurant Group, LLC, requesting the Kokomo City Plan Commission petition and recommend to the Kokomo Common Council for a change in zone classification from **R1 (Very Low Density Residential) to C2 (Medium to Large Scale General Commercial)** for property described as Part of the Northeast Quarter of Section 30, Township 24, Range 4 East and Part of Ulrich's Subdivision, Section 3, containing 4.055 acres, more or less, City of Kokomo, Center Township, Indiana, located at **1717 N. Faith Rd., & the adjoining lot to the north.**

The Commission believes that said amendment promotes the health, safety, and general welfare of the community and would not adversely affect the values of the surrounding properties.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Michael Besser".

Michael Besser, President

Kokomo City Plan Commission

CERTIFICATION
Ordinance No. 7105
Case: P22-Z-23

STATE OF INDIANA }
CITY OF KOKOMO } SS:
COUNTY OF HOWARD }

Greg Sheline, being first duly sworn upon his oath, according to law, disposes and says:

- 1) That he is the duly elected, qualified and acting Secretary of the Kokomo City Plan Commission, and
- 2) That the above and foregoing is a true and exact copy of an amendment to the Kokomo City Ordinance No. 6279, as amended, and the same was considered by the Kokomo City Plan Commission at a public hearing held in the Neal Chamber in Kokomo City Hall, at 5:00 p.m. on the 12th day of September 2023, after due notice of such public hearing being published in the Kokomo Tribune newspaper at least ten (10) days prior to the date of the public hearing.
- 3) By a resolution adopted by the majority of its members at said public hearing, the Kokomo City Plan Commission gave a favorable recommendation to the passage of said amendatory ordinance by the Common Council of the City of Kokomo, Indiana.

DATED THIS 19th day of September, 2023.

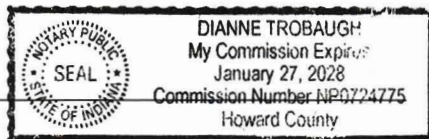


Greg Sheline, Secretary
Howard County Plan Commission

Subscribed and sworn to before me this 19th day of September, 2023.


Notary Public

My Commission expires:



This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law. Jessica Calderon.

AN ORDINANCE AMENDING ORDINANCE NO. 6279, AS AMENDED:

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, THAT ORDINANCE No. 6279, AS AMENDED, WITH ALL SUBSEQUENT AMENDMENTS BE AND IS HEREBY AMENDED AS FOLLOWS:

Section I. The following described tracts of land shall be changed from **R1 (Very Low Density Residential) to C2 (Medium to Large Scale General Commercial)** for property described as follows:

Part of the Northeast Quarter of Section 30, Township 24, Range 4 East and Part of Urich's Subdivision, Section 3 recorded in Record 9, page 194 described as follows:

Commencing at the Northwest corner of said Quarter marked by a RR spike; thence; N 89° 12' 08" E (assumed bearing) 912.68 feet along the north line of said quarter; thence; S 00° 53' 32" E 464.27 feet to the point of beginning; thence N 89° 12' 08" E 443.10 feet along the south line of Lot 2 in Bowyer's Minor Subdivision of part of Lots 1 & 3 in Urich Minor subdivision recorded at Instrument No 0234030181; thence S 21° 42' 05" E 134.65 feet along the west right-of-way of SR 931; thence S 10° 23' 16" W 97.50 feet along said right-of-way; thence S 47° 57' 08" W 80.60 feet along said right-of-way; thence S 00° 24' 02" E 14.72 feet; thence S 49° 30' 28" W 29.60 feet along the north right-of-way of Faith Road; thence southwesterly 137.47 feet along a 442.82 foot radius curve to the left, the long chord of which bears S 40° 33' 31" W 136.92 feet; thence S 89° 12' 08" W 26.39 feet; thence N 00° 47' 52" W 215.30 feet; thence S 89° 11' 58" W 597.76 feet; thence N 00° 14' 18" W 179.71 feet; thence N 89° 12' 08" E 324.15 feet; thence N 00° 55' 29" W 16.00 feet to the point of beginning, containing 4.055 acres more or less, City of Kokomo, Center Township, Howard County, Indiana, located at **1717 N. Faith Rd., & the adjoining lot to the north.**

Section II. The above changes shall be duly entered on the filed copies of the zone map, which is part of Kokomo Zoning Ordinance No. 6279.

Section III. This Ordinance shall be in full force and effect from and after its passage, signature by the Mayor, and publication in the Kokomo Tribune as provided by law.

PASSED BY THE KOKOMO COMMON COUNCIL THIS _____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Ray Collins, President Kokomo Common Council

PRESENTED BY ME TO THE MAYOR THIS ____ DAY OF _____, 2023.

Diane Howard, City Clerk

APPROVED BY ME THIS ____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Tyler Moore, Mayor, City of Kokomo, Indiana

This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law.

Staff Report for 1717 N Faith Rd

Case P22-Z-23

R1 (Very Low Density Residential) to C2 (Medium to Large Scale General Commercial)

34-04-30-201-027.000-002

Bowyer Restaurant Group Llc is requesting a change in zone classification for the property/addresses listed above. The lot will be combined to the larger lot identified as lot "B" just to the north of said lot. The parcel will be utilized as a location for a future "hotel". According to the current City of Kokomo Zoning Ordinance, in the 'C2' zone district, a hotel is a permitted use. This parcel is just outside the "Community-Center" overlay district. Therefore, no overlay standards would apply to this rezoning.



The adjoining properties are zoned as follows:

North: C2 (Medium to Large Scale General Commercial)

South: IS (Institutional Use) and R1 (Very Low Density Residential)

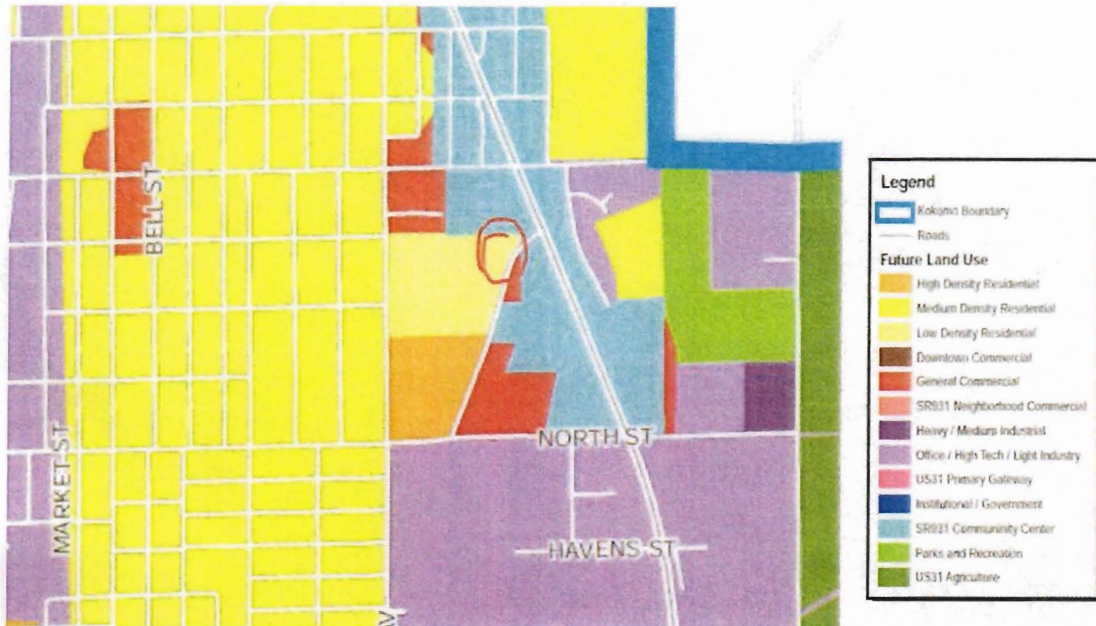
East: C2 (Medium to Large Scale General Commercial)

West: IS (Institutional Use)

According to the City of Kokomo Zoning Ordinance, the "C2" zoning district is compatible with all neighboring zones except for the "R1" zoning to the south. However, as shown above, there are existing properties zoned as "R1" that border other "C2" properties.

*Kokomo City Plan Commission
Staff Report prepared by Rhonda Hill on 8/23/2023
Reviewed by Greg Sheline*

According to the City of Kokomo Comprehensive Plan “Future Land Use Map”, this area of “N FAITH RD” is located in an area proposed for “LOW DENSITY RESIDENTIAL” (which is shown below as the circled light-yellow shaded area.)



LOW DENSITY RESIDENTIAL is single-family housing below a density of 3-units per acre. Typical low-density housing would be single-family detached homes.

Land Use Goals:

1. Encourage orderly and responsible development to promote health, safety and quality of life of residents in the City of Kokomo, while maintaining Kokomo as a leading community for affordable housing.

Relevant Land Use Objectives are:

1. Encourage adequate land for residential, commercial, industrial, institutional and recreational uses.
2. Designate specific districts in the community suitable for residential, commercial, industrial, institutional and recreational uses.

The goal of the **City of Kokomo Comprehensive Plan Transportation Map** is to enhance connections throughout the city for improved safety, function and efficiency for all modes of transportation including vehicular, bicycle and pedestrian networks.

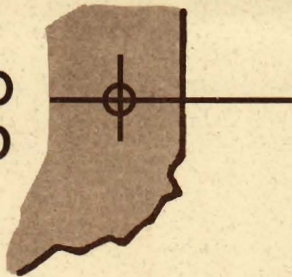
According to the **Transportation Map**, this area of “North Faith Rd” is defined as a “**LOCAL STREET**”. A local street is designed primarily to provide access to abutting properties and discourage through traffic.



The traffic count for this area of *North Faith RD* is **5,907 ADT** (nearest point located on East Morgan Street).

The staff desires that the Board forward a favorable recommendation to the Kokomo Common Council based on the information presented by the petitioner.

*Kokomo City Plan Commission
Staff Report prepared by Rhonda Hill on 8/23/2023
Reviewed by Greg Sheline*



PLAN COMMISSION

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September 15, 2023

TO THE MEMBERS OF THE
HONORABLE KOKOMO COMMON COUNCIL

Re: **P23-Z-23**

Rezone from PD-M1 (Planned Development) & C2 (Medium to Large Scale General Commercial) to M2 (Multifamily Residential) generally bounded by SR-931 & E Sycamore Rd.

Ordinance No. 7106

Dear Honorable Members:

Please be advised the Kokomo City Plan Commission, at their public hearing held Tuesday, September 12, 2023 considered and voted unanimously to forward a favorable recommendation of the above captioned case to the Kokomo Common Council.

Case P23-Z-23 is the petition of Bowyer Brothers, LLC, requesting the Kokomo City Plan Commission petition and recommend to the Kokomo Common Council for a change in zone classification from **PD-M1 (Planned Development) & C2 (Medium to Large Scale General Commercial)** to **M2 (Multifamily Residential)** for property described as Part of the South Half of Section 29, Township 24 North, Range 4 East and part of the North Half of Section 32, Township 24 North, Range 4 East, and Tracts A & B in Bent Creek Subdivision, City of Kokomo, Center Township, Howard County, Indiana, containing 64.695 acres, Parcels included: 34-04-32-100-050.000-002; 34-04-32-102-005.000-002; 34-04-32-102-003.000-002; 34-04-32-102-012.000-002; 34-04-32-102-009.000-002; 34-04-32-102-006.000-002; 34-04-32-103-001.000-002; 34-04-32-101-008.000-002; 34-04-32-101-009.000-002; 34-04-32-101-005.000-002, generally bounded by **SR-931 & E Sycamore Rd.**

The Commission believes that said amendment promotes the health, safety, and general welfare of the community and would not adversely affect the values of the surrounding properties.

Respectfully Submitted

A handwritten signature in black ink, appearing to read 'Michael Besser'.

Michael Besser, President

Kokomo City Plan Commission

CERTIFICATION
Ordinance No. 7106
Case: P23-Z-23

STATE OF INDIANA }
CITY OF KOKOMO } SS:
COUNTY OF HOWARD }

Greg Sheline, being first duly sworn upon his oath, according to law, disposes and says:


- 1) That he is the duly elected, qualified and acting Secretary of the Kokomo City Plan Commission, and
- 2) That the above and foregoing is a true and exact copy of an amendment to the Kokomo City Ordinance No. 6279, as amended, and the same was considered by the Kokomo City Plan Commission at a public hearing held in the Neal Chamber in Kokomo City Hall, at 5:00 p.m. on the 12th day of September 2023, after due notice of such public hearing being published in the Kokomo Tribune newspaper at least ten (10) days prior to the date of the public hearing.
- 3) By a resolution adopted by the majority of its members at said public hearing, the Kokomo City Plan Commission gave a favorable recommendation to the passage of said amendatory ordinance by the Common Council of the City of Kokomo, Indiana.

DATED THIS 19th day of September, 2023.



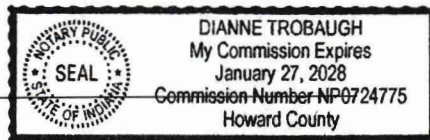
Greg Sheline, Secretary
Howard County Plan Commission

Subscribed and sworn to before me this 19th day of September, 2023.



Notary Public

My Commission expires: _____



This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law. Jessica Calderon.

PD-M1 (Planned Development) & C2 (Medium to Large Scale General Commercial) to M2 (Multifamily Residential) Parcels: 34-04-32-100-050.000-002; 34-04-32-102-005.000-002; 34-04-32-102-003.000-002; 34-04-32-102-012.000-002; 34-04-32-102-009.000-002; 34-04-32-102-006.000-002; 34-04-32-103-001.000-002; 34-04-32-101-008.000-002; 34-04-32-101-009.000-002; 34-04-32-101-005.000-002, generally bounded by SR-931 & E Sycamore Rd.

AN ORDINANCE AMENDING ORDINANCE NO. 6279, AS AMENDED:

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, THAT ORDINANCE No. 6279, AS AMENDED, WITH ALL SUBSEQUENT AMENDMENTS BE AND IS HEREBY AMENDED AS FOLLOWS:

Section I. The following described tracts of land shall be changed from **PD-M1 (Planned Development) & C2 (Medium to Large Scale General Commercial)** to **M2 (Multifamily Residential)** for property described as follows, to-wit:

Part of the South Half of Section 29, Township 24 North, Range 4 East and part of the North Half of Section 32, Township 24 North, Range 4 East Center Township, Howard County, Indiana and Tracts A and B in Bent Creek Subdivision, Section One, recorded at Instrument Number 0534005304 and all or part of Lots 12, 13, 14 and 15 in Bent Creek Subdivision, Section One, recorded at Instrument Number 0534005304 as amended by Affidavit of Correction of Scrivener’s Error recorded at Instrument Number 0634002148, and Lot 10 in Bent Creek Estates Minor Subdivision, Section Two as recorded at Instrument Number 0634010888 described as follows:

Commencing at the northwest corner of said North Half; thence N 89° 34' 08" E (Indiana East State Plane Coordinate System) 199.16 feet along the north line of said North Half; thence S 00° 38' 55" W 784.95 feet parallel with the west line of said North Half to the point of beginning; thence N 69° 55' 55" E 200.00 feet along the south line of a parcel described in Deed Record 261, page 1238 to a 5/8 inch diameter rebar; thence N 00° 38' 55" E 183.78 feet along the east line of said parcel to a 5/8 inch diameter rebar; thence N 70° 27' 54" E 621.70 feet; thence S 19° 32' 06" E 21.00 feet to the northwest corner of Bent Creek Estates, Minor, Section Two recorded as Instrument Number 0634010888; thence N 70° 27' 54" E 302.56 feet along the right-of-way of Sycamore Road; thence southeasterly 35.80 feet along the right-of-way corner cut of Touby Pike and Sycamore Road being a 20.00 foot radius curve to the right, the long chord of which bears S 58° 15' 05" E 31.21 feet; thence southerly 70.24 feet along the right-of-way of said Touby Pike being a 135.00 foot radius curve to the left, the long chord of which bears S 21° 52' 26" E 69.45 feet; thence S 36° 46' 48" E 44.58 feet along said right-of-way; thence southeast, south and southwest 30.78 along said right-of-way and a 20 foot radius curve to the right, the long chord of which bears S 07° 18' 35" W 27.83 feet; thence southwesterly 43.89 feet along said right-of-way and a 175.00 foot radius curve to the left, the long chord of which bears S 44° 12' 50" W 43.78 feet; thence S 37° 01' 42" W 30.12 feet; thence southwesterly

72.95 feet along said right-of-way and a 125.00 foot radius curve to the right, the long chord of which bears S 53° 44' 48" W 71.92 feet; thence S 70° 27' 54" W 192.30 feet along said right-of-way; thence S 19° 32' 06" E 50.00 feet along the terminus of said right-of-way; thence N 70° 27' 54" E 192.30 feet along said right-of-way; thence northeasterly 102.13 feet along said right-of-way and a 175.00 foot radius curve to the left, the long chord of which bears N 53° 44' 48" E 100.68 feet; thence N 37° 01' 42" E 30.12 feet along said right-of-way; thence northeasterly 35.32 feet along said right-of-way and a 125.00 foot radius curve to the right, the long chord of which bears N 45° 07' 27" E 35.21 feet; thence N 53° 13' 12" E 76.25 feet along said right-of-way to the northwest corner of a parcel described in Instrument number 2334008774; thence S 36° 46' 48" E 118.60 feet along the southwest line of said parcel to the south most corner thereof; thence N 56° 42' 28" E 88.56 feet along the southeast line of said parcel and the south line of a parcel described in Instrument Number 2334005681 to the east most corner of said parcel; thence N 36° 46' 48" W 123.99 feet along the northeast line of said parcel; thence N 53° 13' 12" E 1176.80 feet along said right-of-way; thence northeasterly 31.85 feet along said right-of-way and a 275.00 foot radius curve to the right, the long chord of which bears N 56° 32' 18" E 31.83 feet to the northwesterly corner of a parcel described in Instrument Number 2334008845; thence S 30° 08' 37" E 139.57 feet along the western line of said parcel to the southwestern corner thereof; thence N 80° 42' 50" E 30.17 feet along the southern line of said parcel to the southeastern corner thereof; thence N 56° 42' 28" E 28.66 feet along the southern line of a parcel described in Instrument Number 1634000126 to the southeastern corner thereof; thence N 04° 09' 10" W 147.93 feet along the east line of said parcel to the northeast corner thereof; thence easterly 97.17 feet along a 275.00 foot radius curve to the right, the long chord of which bears S 84° 01' 50" E 96.66 feet; thence S 73° 54' 30" E 321.46 feet along said right-of-way to the northwest corner of a parcel described in Instrument Number 1734020658; thence S 16° 05' 30" W 109.94 feet along the west line of said parcel to the southwest corner thereof; thence S 74° 12' 24" E 90.44 feet along the south line of said parcel and the south line of a parcel described in Instrument Number 1434003286 to the southeast corner thereof; thence N 13° 07' 46" E 109.62 feet along the east line of said parcel to right-of-way of Bent Creek Road; thence S 73° 54' 30" E 20.36 feet along said right-of-way; thence easterly 64.12 feet along said right-of-way and a 225.00 foot radius curve to the left, the long chord of which bears S 82° 04' 19" E 63.90 feet; thence N 89° 45' 52" E 188.65 feet along said right-of-way; thence easterly 81.45 feet along said right-of-way and a 175.00 foot radius curve to the left, the long chord of which bears N 76° 25' 48" E 80.72 feet; thence N 63° 05' 45" E 80.13 feet along said right-of-way; thence N 26° 54' 15" W 50.00 feet to the southeast corner of Lot 16 in said Bent Creek Subdivision Section One; thence N 13° 35' 13" W 382.43 feet to the south right-of-way of Sycamore Road; thence N 74° 25' 35" E 47.07 feet along said right-of-way; thence N 01° 01' 11" E 30.26 feet to the center line of said Sycamore Road; thence N 74° 25' 35" E 244.44 feet along said right-of-way; thence S 11° 49' 25" E 290.00 feet; thence N 74° 25' 35" E 170.00 feet; thence S 11° 49' 25" E 176.00 feet; thence N 89° 20' 09" E 299.00 feet; thence S 18° 07' 35" E 14.94 feet to the normal high water line of Wildcat Creek; thence for the next 8 courses along said high water line S 40° 00' 09" W 103.02 feet; thence S 29° 20' 52" W 180.80 feet; thence S 21° 48' 25" W 176.05 feet; thence S 29° 32' 35" W 134.01 feet; thence S 18° 54' 12" W 311.69 feet; thence S 12° 40' 10" W 117.46 feet; thence S 27° 07' 01" W 100.88 feet; thence S 55° 28' 06" W 158.39 feet; thence S 72° 40' 24" W 223.93 feet to the southeast corner of said north half, marked by a 5/8 inch diameter rebar; ; thence S 89° 36' 50" W 797.50 feet; thence N 10° 45' 19" E 184.50 feet; thence N 50° 14' 19" E 160.00 feet; thence N 14° 05' 19" E 209.93 feet; thence N 37° 18' 41" W 190.00 feet; thence N 69° 08' 41" W 155.00 feet; thence S 51° 37' 19" W 185.00 feet; thence S 76° 39' 19" W 205.00 feet; thence S 30° 56' 19" W 130.00 feet; thence S 02° 42' 41" E 180.00 feet; thence S 28° 31' 19" W 225.00 feet; thence S 64° 49' 19" W 110.00 feet; thence S 89° 36' 50" W 987.00 feet to a concrete right-of-way marker; thence N 00° 38' 55" E 534.71 feet parallel with the west line of said north half to the point of beginning, containing 61.51 acres more or less.

ALSO

Lot 16 in Bent Creek Estates Minor Subdivision, Section Two as recorded at Instrument Number 0634010888,

except the following portion thereof described as follows:

Beginning at the northwest corner of said Lot; thence N 74° 25' 35" E 35.33 feet along the north line of said lot; thence S 44° 07' 14" E 195.88 feet along the northeast lines of parcels described in Instrument Numbers 2134010834, 1434022547, 1934015845 and 2034014328; thence N 74° 54' 10" W 149.91 feet along the northeast lines of Tracts 108 A & B and 107 A and part of 107 B; thence N 15° 34' 25" W 95.60 feet along the common line between Lots 14 and 16 in said Bent Creek Minor, Section 2 to the point of beginning containing 0.20 acres, containing after said exception 2.54 acres.

ALSO

Lot 11 in Bent Creek Estates Minor Subdivision, Section Two as recorded at Instrument Number 0634010888, containing 0.47 acres more or less.

ALSO

Part of Lot 14 in Bent Creek Subdivision, Section One, recorded at Instrument Number 0534005304 described as follows:

beginning at the common north corner of Lot 11 in Bent Creek Estates, Section 2 recorded at Instrument Number 0634010888 and Lot 14 in said Bent Creek, Section 1; thence N 72° 36' 13" E 199.83 feet along the south right-of-way of Sycamore Road; thence S 16° 42' 56" E 22.74 feet along the east line of a parcel described in Instrument number 2234007282; thence southwesterly 113.86 feet along the north right-of-way of Bent Creek Road and a 325.00 foot radius curve to the left, the long chord of which bears S 63° 15' 27" W 113.28 feet; thence S 53° 13' 12" W 77.35 feet along said right-of-way; thence N 29° 54' 16" W 68.43 feet along the common line between said Lots to the point of beginning, containing 0.175 acres, more or less. Containing in all 64.695 acres, more or less. City of Kokomo, Center Township, Howard County, Indiana. Parcels included: 34-04-32-100-050.000-002; 34-04-32-102-005.000-002; 34-04-32-102-003.000-002; 34-04-32-102-012.000-002; 34-04-32-102-009.000-002; 34-04-32-102-006.000-002; 34-04-32-103-001.000-002; 34-04-32-101-008.000-002; 34-04-32-101-009.000-002; 34-04-32-101-005.000-002, generally bounded by SR-931 & E Sycamore Rd.

Section II. The above changes shall be duly entered on the filed copies of the zone map, which is part of Kokomo Zoning Ordinance No. 6279.

Section III. This Ordinance shall be in full force and effect from and after its passage, signature by the Mayor, and publication in the Kokomo Tribune as provided by law.

PASSED BY THE KOKOMO COMMON COUNCIL THIS _____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Ray Collins, President Kokomo Common Council

PRESENTED BY ME TO THE MAYOR THIS _____ DAY OF _____, 2023.

Diane Howard, City Clerk

APPROVED BY ME THIS ____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Tyler Moore, Mayor, City of Kokomo, Indiana

This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law.



Case P23-Z-23

C2 and PD- M1 to M2

(Medium to Large Scale General Commercial and Low Density Multi-Family Residential Planned Development)

to

(Multi-Family Residential)

(The area outlined in blue, are the parcels included in this rezoning, the parcels with the “X” are not)



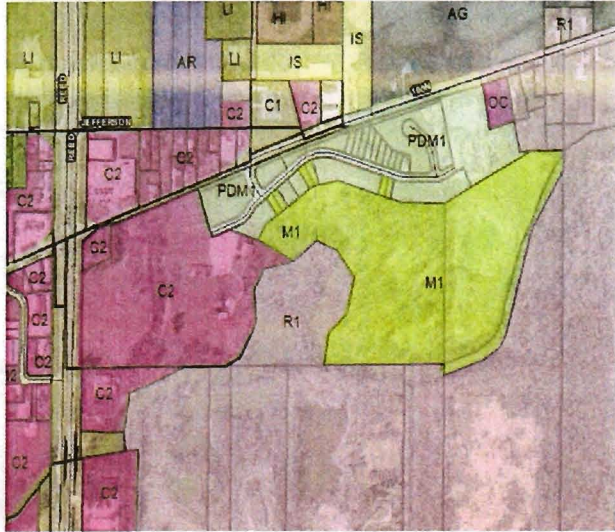
Bowyer Restaurant Group Llc is requesting a change in zone classification for the address/parcels listed above. The area will be utilized as a location for a future Planned Development (PD) for both “commercial” and “residential” use. Currently, some of the parcels are located within various overlay districts (refer to document titled “Overlay detail”).

*Kokomo City Plan Commission
Staff Report prepared by Rhonda Hill on 8/29/2023
Reviewed by Greg Sheline*

OVERLAY DETAIL

	Bent Creek (Delco Park) PARCEL NO.	Specific Overlay	# of lots that make up parcel	Acres
1	34-04-32-100-050.000-002 (1805 E Sycamore Rd)	Hydric Soil Overlay and Well-Head protection Overlay	3	28.04
2	34-04-32-103-001.000-002	Well-Head Protection Overlay	1	1.56
3	34-04-32-101-008.000-002	None	1	0.37
4	34-04-32-101-009.000-002	None	1	0.15
5	34-04-32-101-005.000-002	None	1	2.53
6	34-04-32-102-006.000-002	Hydric Soil Overlay	2	0.92
7	34-04-32-102-009.000-002	None	2	1.49
8	34-04-32-102-012.000-002	Hydric Soil Overlay and Well-Head protection Overlay	1	1.43
9	34-04-32-102-003.000-002	Hydric Soil Overlay and Well-Head protection Overlay	1	18.26
10	34-04-32-102-005.000-002	Agricultural Overlay, Hydric Soil Overlay and Well-Head Protection Overlay	1	11.59

*Kokomo City Plan Commission
 Staff Report prepared by Rhonda Hill on 8/29/2023
 Reviewed by Greg Sheline*



The adjoining properties are zoned as follows:

North

C2 (Medium to Large Scale General Commercial), R1 (Very Low Density Residential), C1 (Small to Medium Scale General Commercial), OC (Office Commercial) and AG (Agriculture)

South

C2 (Medium to Large Scale General Commercial) and R1 (Very Low Density Residential)

East

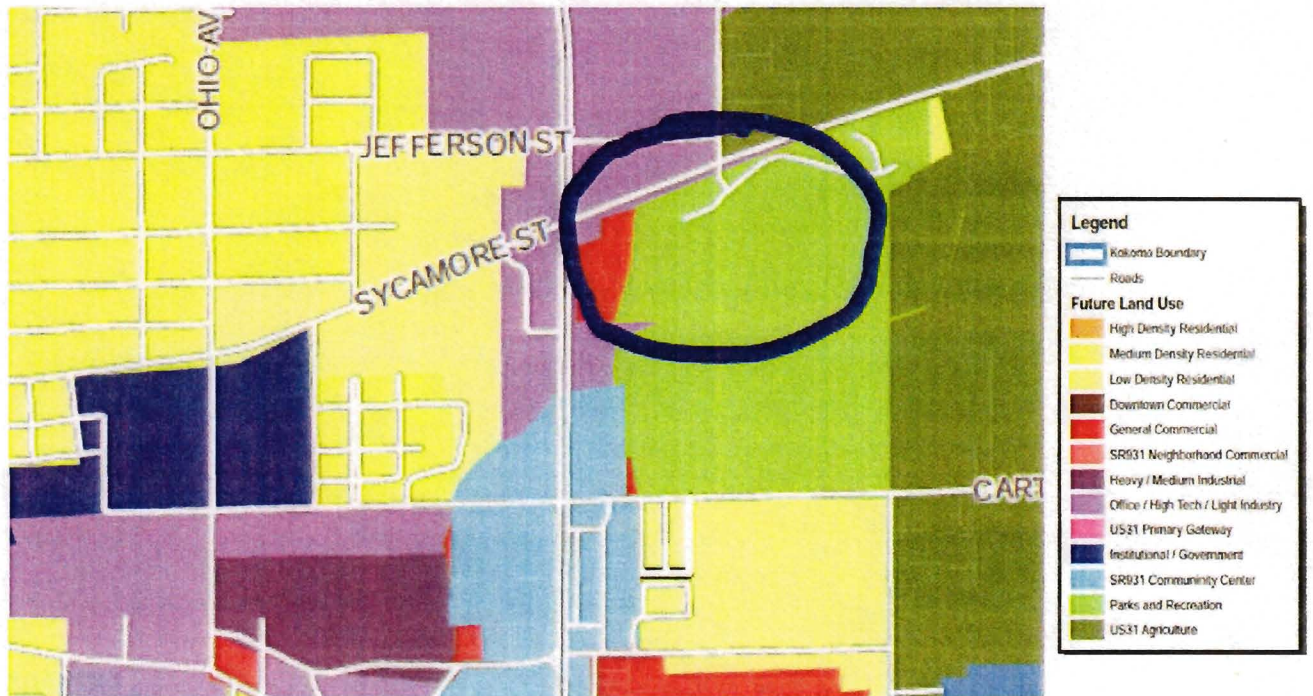
R1 (Very Low Density Residential) and OC (Office Commercial)

West

C2 (Medium to Large Scale General Commercial)

According to the City of Kokomo Zoning Ordinance, the “M2” zoning district is compatible with all the zonings that border this area.

According to the City of Kokomo Comprehensive Plan “Future Land Use Map”, this area of “E Sycamore” is located in an area proposed for “GENERAL COMMERCIAL and PARKS and RECREATION” (which is shown below in the circled red and green shaded area.)



*Kokomo City Plan Commission
Staff Report prepared by Rhonda Hill on 8/29/2023
Reviewed by Greg Sheline*

GENERAL COMMERCIAL is an area that accommodates a wide variety of large and small-scale commercial uses. Typically, this category is for commercial uses that cater to vehicle traffic with high visibility from major roadways.

PARKS and RECREATION are public and private parks used for passive and attractive recreation. Also, low-impact commercial recreation facilities.

Land Use Goals:

1. Encourage orderly and responsible development to promote health, safety and quality of life of residents in the City of Kokomo, while maintaining Kokomo as a leading community for affordable housing.

Relevant Land Use Objectives are:

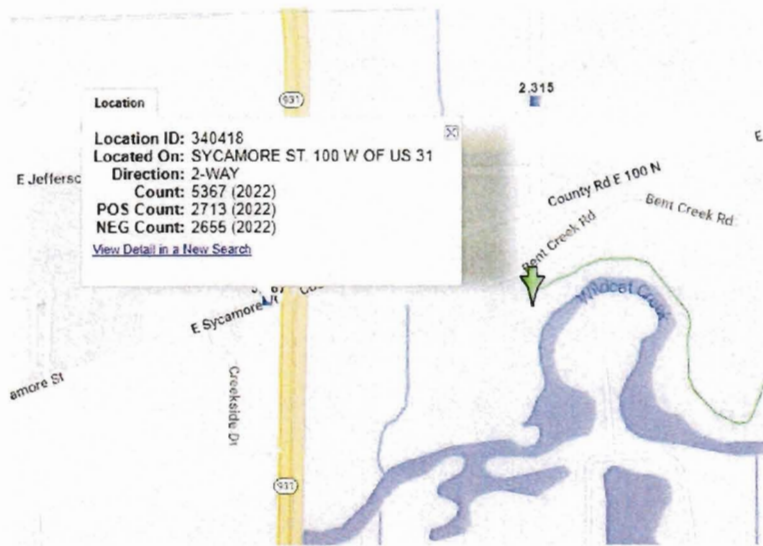
1. Encourage adequate land for residential, commercial, industrial, institutional and recreational uses.
2. Designate specific districts in the community suitable for residential, commercial, industrial, institutional and recreational uses.

The goal of the City of Kokomo Comprehensive Plan Transportation Map is to enhance connections throughout the city for improved safety, function and efficiency for all modes of transportation including vehicular, bicycle and pedestrian networks.

According to the Transportation Map, this area of “E. Sycamore” is defined as a “MINOR ARTERIAL”. A minor arterial is a street that collects and distributes traffic to and from collector and primary arterial streets.



*Kokomo City Plan Commission
Staff Report prepared by Rhonda Hill on 8/29/2023
Reviewed by Greg Sheline*



The traffic count for this area of *E Sycamore Rd* is **5,367 ADT** (nearest point located on Sycamore Street, 100 W of US 31).

The staff desires that the Board forward a favorable recommendation to the Kokomo Common Council based on the information presented by the petitioner.



September 15, 2023

TO THE MEMBERS OF THE
HONORABLE KOKOMO COMMON COUNCIL

Re: **P24-Z-23**

Rezoning from **M2 (Multifamily Residential)** to **PD-M2 (Planned Development)** generally bounded by **SR-931 & E Sycamore Rd.**

Ordinance No. 7107

Dear Honorable Members:

Please be advised the Kokomo City Plan Commission, at their public hearing held Tuesday, September 12, 2023 considered and voted unanimously to forward a favorable recommendation of the above captioned case to the Kokomo Common Council.

Case P24-Z-23 is the petition of Bowyer Brothers, LLC, requesting the Kokomo City Plan Commission petition and recommend to the Kokomo Common Council for a change in zone classification from **M2 (Multifamily Residential)** to **PD-M2 (Planned development)** for property described as Part of the South Half of Section 29, Township 24 North, Range 4 East and part of the North Half of Section 32, Township 24 North, Range 4 East, and Tracts A & B in Bent Creek Subdivision, City of Kokomo, Center Township, Howard County, Indiana, containing 64.695 acres, Parcels included: 34-04-32-100-050.000-002; 34-04-32-102-005.000-002; 34-04-32-102-003.000-002; 34-04-32-102-012.000-002; 34-04-32-102-009.000-002; 34-04-32-102-006.000-002; 34-04-32-103-001.000-002; 34-04-32-101-008.000-002; 34-04-32-101-009.000-002; 34-04-32-101-005.000-002, generally bounded by **SR-931 & E Sycamore Rd.**

The Commission believes that said amendment promotes the health, safety, and general welfare of the community and would not adversely affect the values of the surrounding properties.

Respectfully Submitted

A handwritten signature in black ink, appearing to read "Michael Besser".

Michael Besser, President

Kokomo City Plan Commission

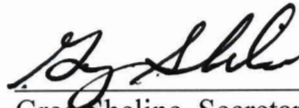
CERTIFICATION
Ordinance No. 7107
Case: P24-Z-23

STATE OF INDIANA }
CITY OF KOKOMO } SS:
COUNTY OF HOWARD }

Greg Sheline, being first duly sworn upon his oath, according to law, disposes and says:


- 1) That he is the duly elected, qualified and acting Secretary of the Kokomo City Plan Commission, and
- 2) That the above and foregoing is a true and exact copy of an amendment to the Kokomo City Ordinance No. 6279, as amended, and the same was considered by the Kokomo City Plan Commission at a public hearing held in the Neal Chamber in Kokomo City Hall, at 5:00 p.m. on the 12th day of September 2023, after due notice of such public hearing being published in the Kokomo Tribune newspaper at least ten (10) days prior to the date of the public hearing.
- 3) By a resolution adopted by the majority of its members at said public hearing, the Kokomo City Plan Commission gave a favorable recommendation to the passage of said amendatory ordinance by the Common Council of the City of Kokomo, Indiana.

DATED THIS 19th day of September, 2023.



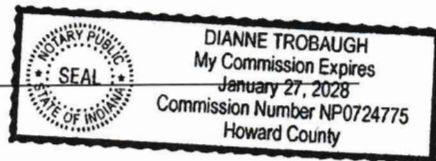
Greg Sheline, Secretary
Howard County Plan Commission

Subscribed and sworn to before me this 19th day of September, 2023.



Notary Public

My Commission expires: _____



This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law. Jessica Calderon.

M2 (Multifamily Residential) to PD-M2 (Planned Development)

Parcels:

34-04-32-100-050.000-002; 34-04-32-102-005.000-002; 34-04-32-102-003.000-002; 34-04-32-102-012.000-002; 34-04-32-102-009.000-002; 34-04-32-102-006.000-002; 34-04-32-103-001.000-002; 34-04-32-101-008.000-002; 34-04-32-101-009.000-002; 34-04-32-101-005.000-002, generally bounded by SR-931 & E Sycamore Rd.

AN ORDINANCE AMENDING ORDINANCE NO. 6279, AS AMENDED:

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, THAT ORDINANCE No. 6279, AS AMENDED, WITH ALL SUBSEQUENT AMENDMENTS BE AND IS HEREBY AMENDED AS FOLLOWS:

Section I. The following described tracts of land shall be changed from **M2 (Multifamily Residential) to PD-M2 (Planned Development)** for property described as follows, to-wit:

Part of the South Half of Section 29, Township 24 North, Range 4 East and part of the North Half of Section 32, Township 24 North, Range 4 East Center Township, Howard County, Indiana and Tracts A and B in Bent Creek Subdivision, Section One, recorded at Instrument Number 0534005304 and all or part of Lots 12, 13, 14 and 15 in Bent Creek Subdivision, Section One, recorded at Instrument Number 0534005304 as amended by Affidavit of Correction of Scrivener's Error recorded at Instrument Number 0634002148, and Lot 10 in Bent Creek Estates Minor Subdivision, Section Two as recorded at Instrument Number 0634010888 described as follows:

Commencing at the northwest corner of said North Half; thence N 89° 34' 08" E (Indiana East State Plane Coordinate System) 199.16 feet along the north line of said North Half; thence S 00° 38' 55" W 784.95 feet parallel with the west line of said North Half to the point of beginning; thence N 69° 55' 55" E 200.00 feet along the south line of a parcel described in Deed Record 261, page 1238 to a 5/8 inch diameter rebar; thence N 00° 38' 55" E 183.78 feet along the east line of said parcel to a 5/8 inch diameter rebar; thence N 70° 27' 54" E 621.70 feet; thence S 19° 32' 06" E 21.00 feet to the northwest corner of Bent Creek Estates, Minor, Section Two recorded as Instrument Number 0634010888; thence N 70° 27' 54" E 302.56 feet along the right-of-way of Sycamore Road; thence southeasterly 35.80 feet along the right-of-way corner cut of Touby Pike and Sycamore Road being a 20.00 foot radius curve to the right, the long chord of which bears S 58° 15' 05" E 31.21 feet; thence southerly 70.24 feet along the right-of-way of said Touby Pike being a 135.00 foot radius curve to the left, the long chord of which bears S 21° 52' 26" E 69.45 feet; thence S 36° 46' 48" E 44.58 feet along said right-of-way; thence southeast, south and southwest 30.78 along said right-of-way and a 20 foot radius curve to the right, the long chord of which bears S 07° 18' 35" W 27.83 feet; thence southwesterly 43.89 feet along said right-of-way and a 175.00 foot radius curve to the left, the long chord of which bears S 44° 12' 50" W 43.78 feet; thence S 37° 01' 42" W 30.12 feet; thence southwesterly 72.95 feet along said right-of-way and a 125.00 foot radius curve to the right, the

long chord of which bears S 53° 44' 48" W 71.92 feet; thence S 70° 27' 54" W 192.30 feet along said right-of-way; thence S 19° 32' 06" E 50.00 feet along the terminus of said right-of-way; thence N 70° 27' 54" E 192.30 feet along said right-of-way; thence northeasterly 102.13 feet along said right-of-way and a 175.00 foot radius curve to the left, the long chord of which bears N 53° 44' 48" E 100.68 feet; thence N 37° 01' 42" E 30.12 feet along said right-of-way; thence northeasterly 35.32 feet along said right-of-way and a 125.00 foot radius curve to the right, the long chord of which bears N 45° 07' 27" E 35.21 feet; thence N 53° 13' 12" E 76.25 feet along said right-of-way to the northwest corner of a parcel described in Instrument number 2334008774; thence S 36° 46' 48" E 118.60 feet along the southwest line of said parcel to the south most corner thereof; thence N 56° 42' 28" E 88.56 feet along the southeast line of said parcel and the south line of a parcel described in Instrument Number 2334005681 to the east most corner of said parcel; thence N 36° 46' 48" W 123.99 feet along the northeast line of said parcel; thence N 53° 13' 12" E 1176.80 feet along said right-of-way; thence northeasterly 31.85 feet along said right-of-way and a 275.00 foot radius curve to the right, the long chord of which bears N 56° 32' 18" E 31.83 feet to the northwesterly corner of a parcel described in Instrument Number 2334008845; thence S 30° 08' 37" E 139.57 feet along the western line of said parcel to the southwestern corner thereof; thence N 80° 42' 50" E 30.17 feet along the southern line of said parcel to the southeastern corner thereof; thence N 56° 42' 28" E 28.66 feet along the southern line of a parcel described in Instrument Number 1634000126 to the southeastern corner thereof; thence N 04° 09' 10" W 147.93 feet along the east line of said parcel to the northeast corner thereof; thence easterly 97.17 feet along a 275.00 foot radius curve to the right, the long chord of which bears S 84° 01' 50" E 96.66 feet; thence S 73° 54' 30" E 321.46 feet along said right-of-way to the northwest corner of a parcel described in Instrument Number 1734020658; thence S 16° 05' 30" W 109.94 feet along the west line of said parcel to the southwest corner thereof; thence S 74° 12' 24" E 90.44 feet along the south line of said parcel and the south line of a parcel described in Instrument Number 1434003286 to the southeast corner thereof; thence N 13° 07' 46" E 109.62 feet along the east line of said parcel to right-of-way of Bent Creek Road; thence S 73° 54' 30" E 20.36 feet along said right-of-way; thence easterly 64.12 feet along said right-of-way and a 225.00 foot radius curve to the left, the long chord of which bears S 82° 04' 19" E 63.90 feet; thence N 89° 45' 52" E 188.65 feet along said right-of-way; thence easterly 81.45 feet along said right-of-way and a 175.00 foot radius curve to the left, the long chord of which bears N 76° 25' 48" E 80.72 feet; thence N 63° 05' 45" E 80.13 feet along said right-of-way; thence N 26° 54' 15" W 50.00 feet to the southeast corner of Lot 16 in said Bent Creek Subdivision Section One; thence N 13° 35' 13" W 382.43 feet to the south right-of-way of Sycamore Road; thence N 74° 25' 35" E 47.07 feet along said right-of-way; thence N 01° 01' 11" E 30.26 feet to the center line of said Sycamore Road; thence N 74° 25' 35" E 244.44 feet along said right-of-way; thence S 11° 49' 25" E 290.00 feet; thence N 74° 25' 35" E 170.00 feet; thence S 11° 49' 25" E 176.00 feet; thence N 89° 20' 09" E 299.00 feet; thence S 18° 07' 35" E 14.94 feet to the normal high water line of Wildcat Creek; thence for the next 8 courses along said high water line S 40° 00' 09" W 103.02 feet; thence S 29° 20' 52" W 180.80 feet; thence S 21° 48' 25" W 176.05 feet; thence S 29° 32' 35" W 134.01 feet; thence S 18° 54' 12" W 311.69 feet; thence S 12° 40' 10" W 117.46 feet; thence S 27° 07' 01" W 100.88 feet; thence S 55° 28' 06" W 158.39 feet; thence S 72° 40' 24" W 223.93 feet to the southeast corner of said north half, marked by a 5/8 inch diameter rebar; ; thence S 89° 36' 50" W 797.50 feet; thence N 10° 45' 19" E 184.50 feet; thence N 50° 14' 19" E 160.00 feet; thence N 14° 05' 19" E 209.93 feet; thence N 37° 18' 41" W 190.00 feet; thence N 69° 08' 41" W 155.00 feet; thence S 51° 37' 19" W 185.00 feet; thence S 76° 39' 19" W 205.00 feet; thence S 30° 56' 19" W 130.00 feet; thence S 02° 42' 41" E 180.00 feet; thence S 28° 31' 19" W 225.00 feet; thence S 64° 49' 19" W 110.00 feet; thence S 89° 36' 50" W 987.00 feet to a concrete right-of-way marker; thence N 00° 38' 55" E 534.71 feet parallel with the west line of said north half to the point of beginning, containing 61.51 acres more or less.

ALSO

Lot 16 in Bent Creek Estates Minor Subdivision, Section Two as recorded at Instrument Number 0634010888,

except the following portion thereof described as follows:

Beginning at the northwest corner of said Lot; thence N 74° 25' 35" E 35.33 feet along the north line of said lot; thence S 44° 07' 14" E 195.88 feet along the northeast

lines of parcels described in Instrument Numbers 2134010834, 1434022547, 1934015845 and 2034014328; thence N 74° 54' 10" W 149.91 feet along the northeast lines of Tracts 108 A & B and 107 A and part of 107 B; thence N 15° 34' 25" W 95.60 feet along the common line between Lots 14 and 16 in said Bent Creek Minor, Section 2 to the point of beginning containing 0.20 acres, containing after said exception 2.54 acres.

ALSO

Lot 11 in Bent Creek Estates Minor Subdivision, Section Two as recorded at Instrument Number 0634010888, containing 0.47 acres more or less.

ALSO

Part of Lot 14 in Bent Creek Subdivision, Section One, recorded at Instrument Number 0534005304 described as follows:

beginning at the common north corner of Lot 11 in Bent Creek Estates, Section 2 recorded at Instrument Number 0634010888 and Lot 14 in said Bent Creek, Section 1; thence N 72° 36' 13" E 199.83 feet along the south right-of-way of Sycamore Road; thence S 16° 42' 56" E 22.74 feet along the east line of a parcel described in Instrument number 2234007282; thence southwesterly 113.86 feet along the north right-of-way of Bent Creek Road and a 325.00 foot radius curve to the left, the long chord of which bears S 63° 15' 27" W 113.28 feet; thence S 53° 13' 12" W 77.35 feet along said right-of-way; thence N 29° 54' 16" W 68.43 feet along the common line between said Lots to the point of beginning, containing 0.175 acres, more or less. Containing in all 64.695 acres, more or less. City of Kokomo, Center Township, Howard County, Indiana. Parcels included: 34-04-32-100-050.000-002; 34-04-32-102-005.000-002; 34-04-32-102-003.000-002; 34-04-32-102-012.000-002; 34-04-32-102-009.000-002; 34-04-32-102-006.000-002; 34-04-32-103-001.000-002; 34-04-32-101-008.000-002; 34-04-32-101-009.000-002; 34-04-32-101-005.000-002, generally bounded by SR-931 & E Sycamore Rd.

Section II. The above changes shall be duly entered on the filed copies of the zone map, which is part of Kokomo Zoning Ordinance No. 6279.

Section III. This Ordinance shall be in full force and effect from and after its passage, signature by the Mayor, and publication in the Kokomo Tribune as provided by law.

PASSED BY THE KOKOMO COMMON COUNCIL THIS _____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Ray Collins, President Kokomo Common Council

PRESENTED BY ME TO THE MAYOR THIS _____ DAY OF _____, 2023.

Diane Howard, City Clerk

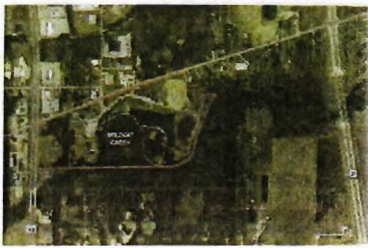
APPROVED BY ME THIS _____ DAY OF _____, 2023.

Attest:

Diane Howard, City Clerk

Tyler Moore, Mayor, City of Kokomo, Indiana

This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law.



Case P24-Z-23

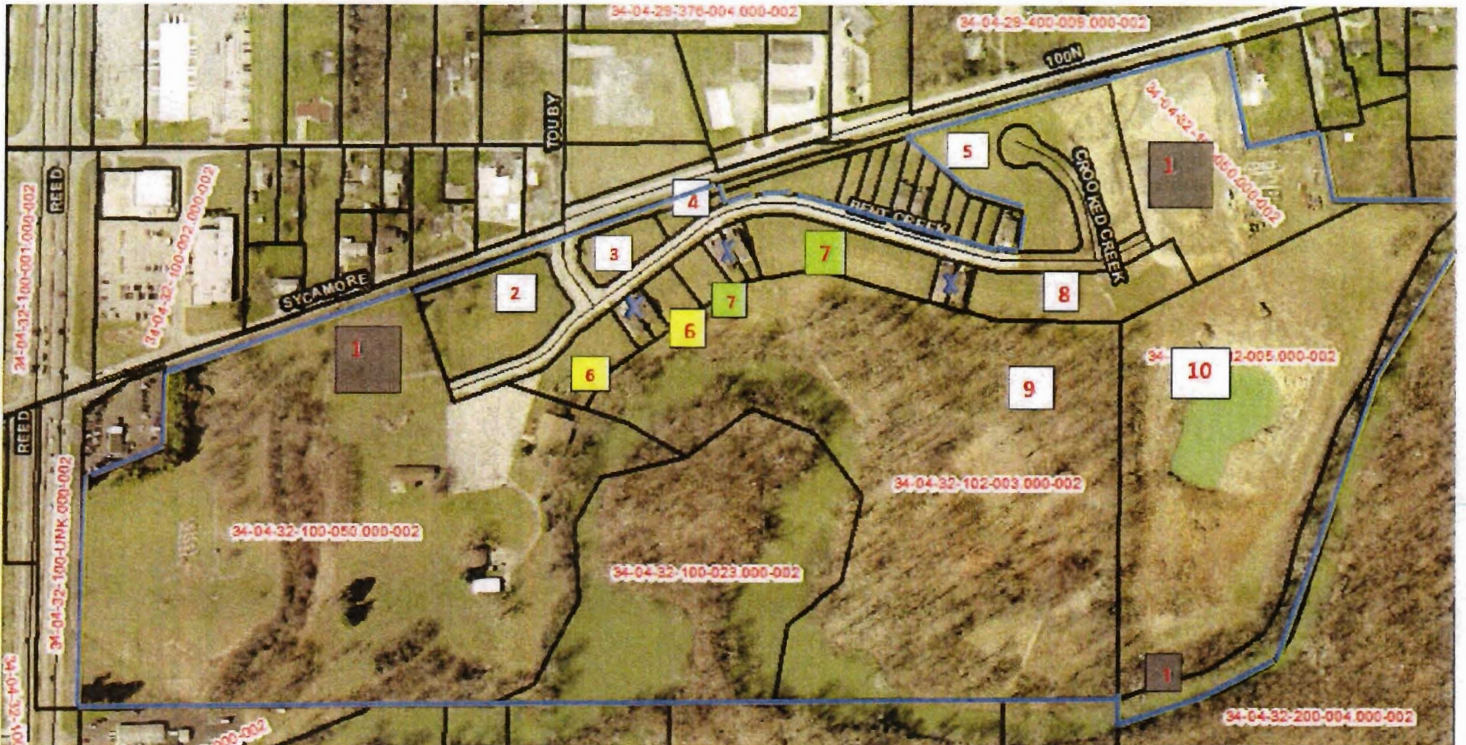
M2 to PD-M2

(Low Density Multi-Family Residential)

to

(Low Density Multi-Family Residential Planned Development)

(The area outlined in blue, are the parcels included in this rezoning, the parcels with the "X" are not)



Bowyer Restaurant Group Llc is requesting a change in zone classification for the address/parcels listed above. The area will be utilized as a Planned Development (PD) for both "commercial" and "residential" use. The purpose of a Planned Development district is to provide greater design flexibility in the development of land; while creating an attractive, efficient and stable living, working and shopping environment. Currently, some of the parcels are located within various overlay districts (refer to attached document titled "Overlay detail").

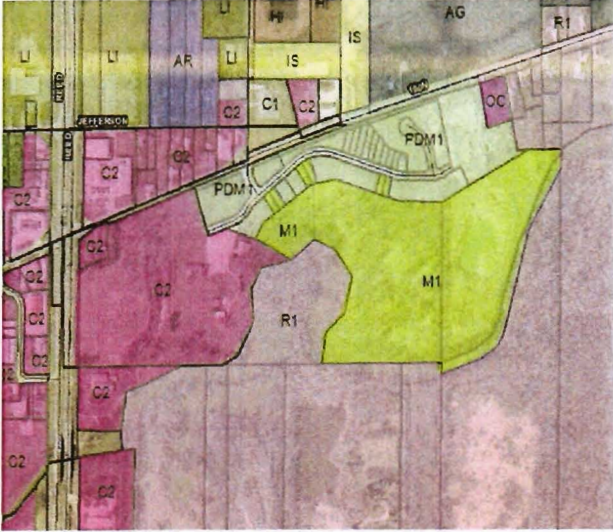
*Kokomo City Plan Commission
Staff Report prepared by Rhonda Hill on 8/29/2023
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*Kokomo City Plan Commission
 Staff Report prepared by Rhonda Hill on 8/29/2023
 Reviewed by Greg Sheline*

The adjoining properties are zoned as follows:



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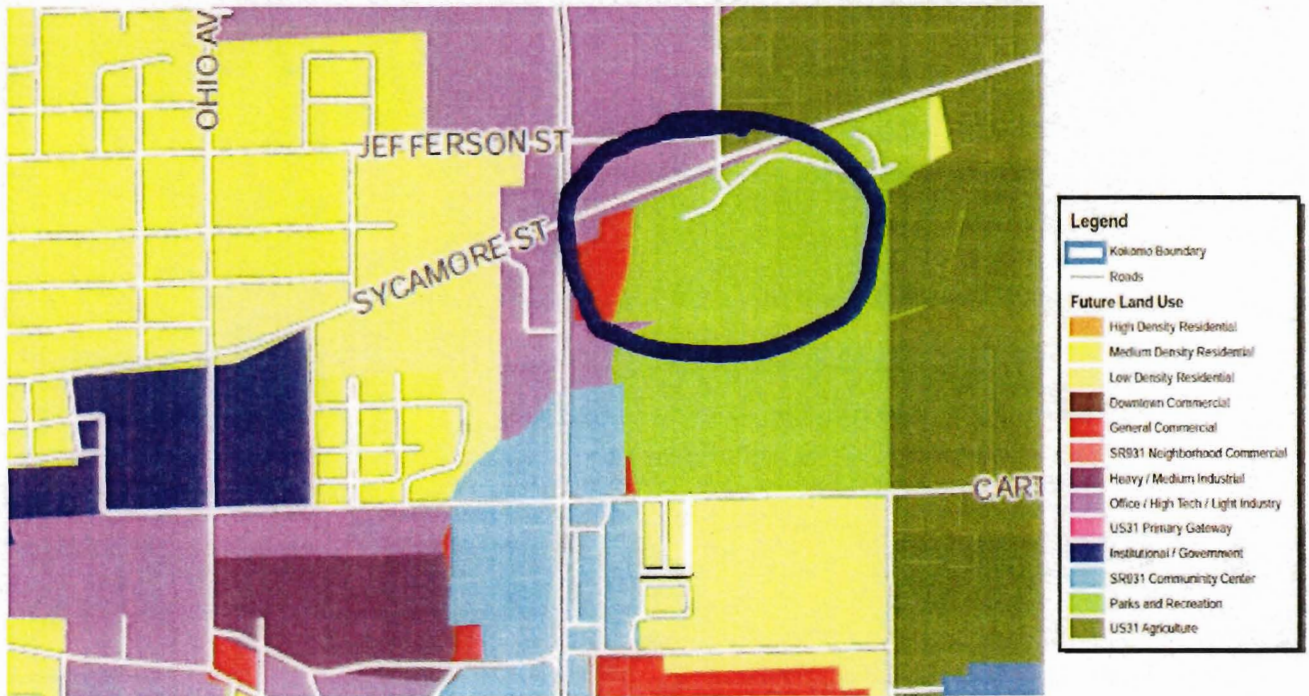
R1 (Very Low Density Residential) and OC (Office Commercial)

West

C2 (Medium to Large Scale General Commercial)

The City of Kokomo Comprehensive Plan serves as a strategic guide to implement effective decision making in both private development projects and community expenditures for the overall public good.

According to the City of Kokomo Comprehensive Plan “Future Land Use Map”, this area of “E Sycamore” is located in an area proposed for “**GENERAL COMMERCIAL** and **PARKS and RECREATION**” (which is shown below in the circled red and green shaded area).



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Staff Report prepared by Rhonda Hill on 8/29/2023
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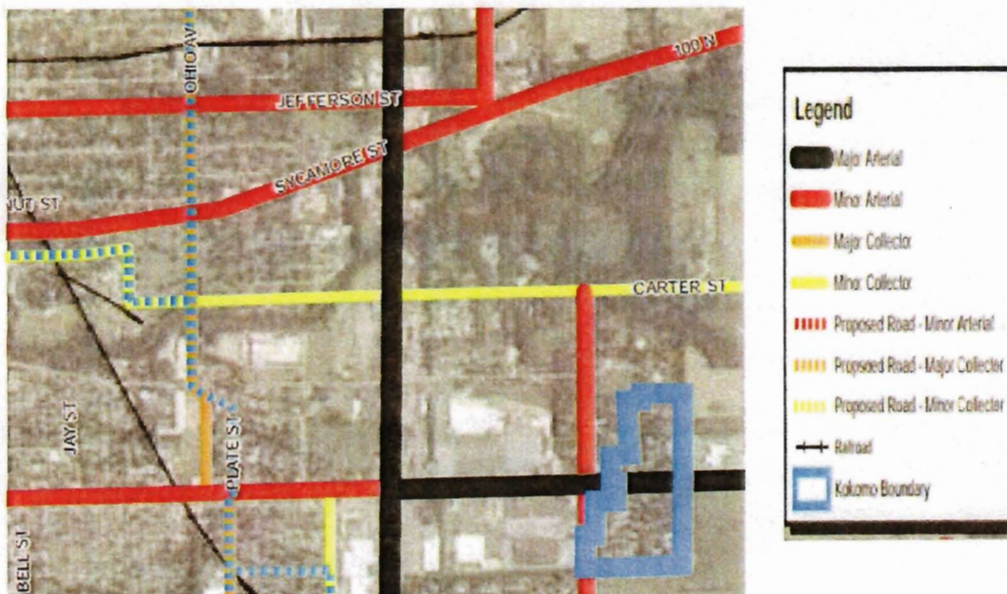
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Relevant Land Use Objectives are:

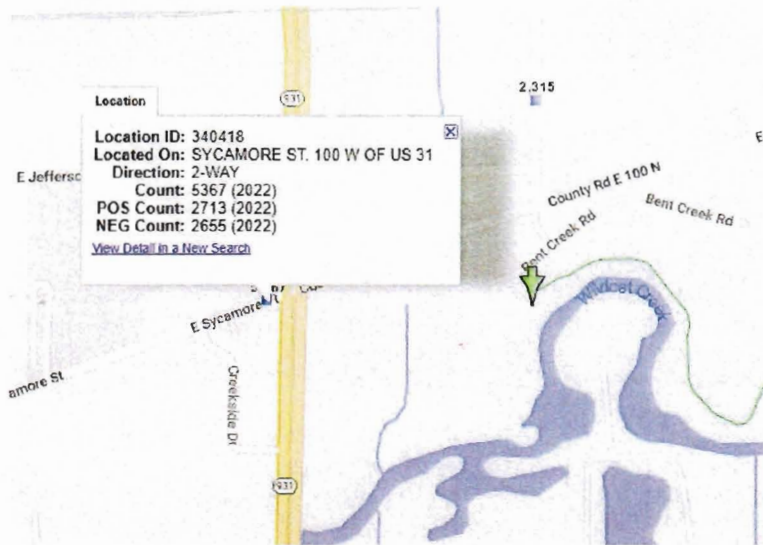
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2. Designate specific districts in the community suitable for residential, commercial, industrial, institutional and recreational uses.

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*Kokomo City Plan Commission
Staff Report prepared by Rhonda Hill on 8/29/2023
Reviewed by Greg Sheline*



The traffic count for this area of *E Sycamore Rd* is **5,367 ADT** (nearest point located on Sycamore Street, 100 W of US 31).

The staff desires that the Board forward a favorable recommendation to the Kokomo Common Council based on the information presented by the petitioner.

*Kokomo City Plan Commission
Staff Report prepared by Rhonda Hill on 8/29/2023
Reviewed by Greg Sheline*


CERTIFICATION
Ordinance No. 7108

STATE OF INDIANA }
CITY OF KOKOMO } SS:
COUNTY OF HOWARD }

Greg Sheline, being first duly sworn upon his oath, according to law, disposes and says:

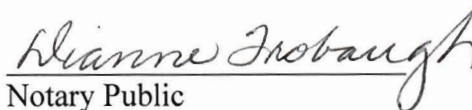
- 1) That he is the duly elected, qualified and acting Secretary of the Kokomo City Plan Commission, and
- 2) That the above and foregoing is a true and exact copy of an amendment to the Kokomo City Ordinance No. 6279, as amended, and the same was considered by the Kokomo City Plan Commission at a public hearing held in the Neal Chamber in Kokomo City Hall, at 5:00 p.m. on the 12th day of September 2023, after due notice of such public hearing being published in the Kokomo Tribune newspaper at least ten (10) days prior to the date of the public hearing.
- 3) By a resolution adopted by the majority of its members at said public hearing, the Kokomo City Plan Commission gave a favorable recommendation to the passage of said amendatory ordinance by the Common Council of the City of Kokomo, Indiana.

DATED THIS 19th day of September, 2023.



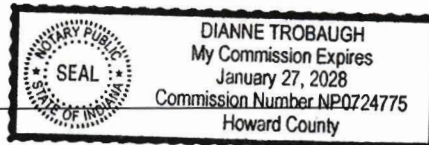
Greg Sheline, Secretary
Howard County Plan Commission

Subscribed and sworn to before me this 19th day of September, 2023.



Notary Public

My Commission expires: _____



This instrument was prepared by Jessica Calderon, Secretary, City Plan Commission. I affirm under penalty of perjury, that I have taken reasonable care to redact each social security number in the document unless required by law. Jessica Calderon.

ORDINANCE NUMBER

7108

Mirae Trails PD District

AN ORDINANCE OF THE CITY OF KOKOMO AND CENTER TOWNSHIP,
HOWARD COUNTY, INDIANA CONCERNING AMENDMENT TO THE KOKOMO
ZONING ORDINANCE

This is an Ordinance to amend the Kokomo Zoning Ordinance of the City of Kokomo and Center Township, Howard County, Indiana (the "Zoning Ordinance"). enacted by the City of Kokomo pursuant to its authority under the laws of the State of Indiana, Ind. Code 36-7-4 et seq., as amended.

WHEREAS, the City of Kokomo, Indiana (the "City") and the Township of Center, both of Howard County, Indiana are subject to the Zoning Ordinance:

WHEREAS, the Kokomo Plan Commission (the "Commission") considered a petition (Petition No. P24-Z-23), requesting an amendment to the Zoning Ordinance and to the Zoning Map with regard to the subject real estate more particularly described in Exhibit A attached hereto (the "Real Estate");

WHEREAS, the Commission forwarded Petition No. P24-Z-23 to the Common Council of the City of Kokomo, Howard County, Indiana (the "Common Council") with a unanimous favorable recommendation in accordance with Indiana Code 36-7-4-608. as required by Indiana Code 36-74-1505:

WHEREAS, the Secretary of the Commission certified the action of the Commission to the Common Council on September 12, 2023:

WHEREAS, the Common Council is subject to the provisions of the Indiana Code S367-4-1507 and Indiana Code 36-7-4-1512 concerning any action on this request: and

NOW, THEREFORE, BE IT ORDAINED by the Common Council of the City of Kokomo, Howard County, Indiana, meeting in regular session, that the Zoning Ordinance and Zoning Map are hereby amended as follows:

Section 1. Applicability of Ordinance.

- 1.1 The Zoning Ordinance and Zoning Map are hereby changed to incorporate the Real Estate into the Mirae Trails Planned Development District (the "District") which shall be in accordance with the PD-M2 Zoning District.
- 1.2 Development of the Real Estate shall be governed by (i) the provisions of this Ordinance and its exhibits, and (ii) provisions of the Zoning Ordinance, as amended and applicable to the Underlying Zoning District or a Planned Development District, except as modified, revised, supplemented or expressly made inapplicable by this Ordinance or the Mirae Trails Planned Development.
- 1.3 Chapter ("Chapter") and Article ("Article") cross-references of this Ordinance shall hereafter refer to the section as specified and referenced in the Zoning Ordinance.
- 1.4 All provisions and representations of the Zoning Ordinance that conflict with the provisions of this Ordinance are hereby made inapplicable to the Real Estate and shall be superseded by the terms of this Ordinance.

Section 2. Definitions. Capitalized terms not otherwise defined in this Ordinance shall have the meanings ascribed to them in the Zoning Ordinance.

Section 3. Concept Plan. The "Concept Plan", attached hereto as Exhibit B, is hereby incorporated into the Ordinance. The Real Estate within the District is hereby divided into four (4) subdistricts, as depicted on the Concept Plan (individually or collectively, "Subdistrict"). Development of each Subdistrict shall be regulated as set forth in this Ordinance. The size and configuration of any Subdistrict shall be permitted to increase or decrease with approval from the Planning Director, but shall be as generally depicted on the Concept Plan.

Section 4. Underlying Zoning District(s). The Underlying Zoning District of each Subdistrict shall be as follows (the "Underlying Zoning District"):

- 4.1 District I (the "Mirae Landing Subdistrict"): C2: Medium to Large Scale General Commercial
- 4.2 District II (the "Mirae Flats Subdistrict "): M2: General Multifamily Residential
- 4.3 District III (the "Mirae Ridge Subdistrict"): M2: General Multifamily Residential
- 4.4 District IV (the "Mirae Estates Subdistrict"): M2: General Multifamily Residential

Section 5. Permitted Uses. The following uses shall be permitted within each Subdistrict, as set forth below:

5.1 Mirae Landing Subdistrict and Mirae Flats Subdistrict:

- A. All uses permitted in C2: Medium to Large Scale General Commercial.
- B. All uses permitted in C1: Small to Medium Scale General Commercial.
- C. All uses permitted in M2: General Multifamily Residential.
- D. Assisted Living Facility.
- E. Nursing Home.
- F. Bed & Breakfast (B&B).
- G. Athletic and Sports-Related Facilities.
- I. Park, Private or Public.
- J. School or Training Facility, Private or Public.
- K. Wireless Telecommunications Retail Center.
- L. Church.
- M. Multi-Family Residential. (17 units or more)
- N. Grocery

5.2 Mirae Ridge Subdistrict and Mirae Estates Subdistrict:

- A. All uses permitted in M2: General Multifamily Residential
- B. All uses permitted in R4: General Urban Residential
- C. All uses permitted in R5: General Urban Residential
- D. Townhomes
- E. Duplexes
- F. Multi-Family Residential (17 units or more)

Section 6. Overlay Districts.

- 6.1 SR 931 Overlay District: SR 931 Overlay District shall apply to this Real Estate unless a noted exception to the standard.

Section 7. General Regulations. The standards of Article 3.20 M2 District Development Standards, as applicable to each Subdistrict's Underlying Zoning District, shall apply to the development of the Real Estate, except as otherwise modified below.

-
- 7.1 Minimum Lot Width: 10 feet
 - 7.2 Minimum Lot Frontage: All Districts: 25 feet; however, all Lots shall have vehicular access to a Street or Alley.
 - 7.3 Maximum Lot Coverage: Square feet of all primary and accessory structures, and impervious surfaces cannot exceed 70% of the Lot Area, unless otherwise approved by the Planning Director.
 - 7.4 Minimum Building Setback Lines:
 - A. SR 931: 20 feet
 - B. Sycamore St: 20 feet
 - C. All Other Streets (e.g. internal): Will comply with section 3.20 M2 District setback standard.
 - 7.5 District Perimeter Setback Not Abutting Street:
 - A. All Subdistricts: 10 feet
 - 7.6 Minimum Internal Side Yard Setback Lines:
 - A. All Districts: 10 feet
 - 7.7 Maximum Building Height: The Maximum Building Height of each Subdistrict's Underlying Zoning District shall apply, except as set forth below:
 - A. Mirae Landing and Mirae Flats Subdistricts: For Multi-Family Residential: 70 feet or Four Stories, whichever is more.
 - 7.8 Maximum Density: Multifamily residential density shall be 50 units per acre.
 - 7.9 Variations: The Plan Commission may approve a fifteen percent (15%) reduction in any minimum development standard or fifteen percent (15%) increase in any maximum development standard specified in this Section, excluding maximum density standards.

Section 8. Development Standards. The standards of Article 6 Development Standards shall apply to the development of the Real Estate, except as otherwise modified below.

- 8.1 Article 6.11 Accessory Structure Standards
 - A. Storage facilities for multifamily residential uses shall be permitted. But self-storage for non-multifamily shall not be permitted.
 - 8.2 Article 6.16 and 6.17 Fence and Wall Standards
 - A. All fences shall be either metal or match the primary material of the primary building. No vinyl, wood, nor chain link shall be permitted.
 - B. Color of metal fencing shall be black.
-

8.3 Article 6.23 Landscaping Standards

- A. Plantings in Detention and Retention Areas shall be allowable, granted areas for intermittent access to each facility for purposes of maintenance are accommodated.

8.4 Article 6.25 Multifamily Residential Planting Standards

- A. All primary structures shall have a minimum of three (3) shrubs planted every twenty (20) lineal feet of foundation facing a street or parking area. Clustering is allowable.

8.5 Article 6.27 Commercial Planting Standards

- A. All primary structures shall have a minimum of four (4) shrubs planted every twenty (20) lineal feet of foundation facing a street or parking area. Clustering is allowable. Alternatively, foundation plantings may be replaced with additional perimeter plantings of equal quantities.
- B. Continual screening shall not be required. Rather, a cohesive, well designed perimeter landscaping design shall be provided. Natural clustering is highly encouraged.

8.6 Article 6.29 Buffer Yard Planting Standards

- A. No buffer yard shall be required between the Real Estate and Mirae Trails.
- B. No additional buffering shall be required along the northern property line of the Real Estate.

8.7 Article 6.33 Lighting Standards

- A. LED Luminaires: Shall be required for all lighting fixtures.
- B. Decorative Fixtures and Uniformity: Light fixtures shall be decorative throughout each District. All decorative light poles and fixtures shall be architecturally integrated with the building style, material, and color, and shall be of a design and quality compatible with an established development theme throughout each District. All light fixtures and poles shall be consistent in style, color, size, height and design throughout each District.
- C. Full Cut-off Fixtures: All light fixtures, with the exception of low intensity architectural lighting and sign lighting shall be Fully Shielded and direct light downward toward the earth's surface.
- D. Neon Lighting: Exterior neon lighting shall be prohibited within each District.

8.8 Article 6.36 Commercial Temporary Signs

- A. Temporary wall signs shall be limited to a single area, and will not be permitted along SR 931, shall be framed and shall be cohesive with the design of the primary structure. The maximum area for this sign shall be limited to 30 square feet and shall be externally lit with gooseneck lighting.
-

- 8.9 Article 6.38 Residential Permanent Sign Standards
- A. All permanent gateway signage shall incorporate masonry (brick or stone) for a portion of the sign (e.g., base, columns, caps)
 - B. External Illumination of gateway signage shall be permitted.
- 8.10 Article 6.41 Medium Intensity Business Permanent Sign Standards
- A. Pole signs shall not be permitted.
 - B. All permanent gateway signage shall incorporate masonry (brick or stone) for a portion of the sign (e.g., base, columns, caps)
 - C. External and Internal Illumination of gateway signage shall be permitted.
 - D. Wall signage, in accordance with Article 6.41 and facing SR 931 shall be reviewed case-by-case and approved by the Planning Director.
 - E. Temporary signage and temporary marketing (e.g. short term sales offers, specific product marketing, etc.) shall be prohibited along SR 931. Ground mounted signs shall only include the primary user's name and logo.
 - F. LED boards are permitted with approval from the Planning Director but shall be limited to advertising and marketing for the primary use of the facility. Cannot exceed 50% of signage area.
- 8.11 Article 6.43 Parking Standards
- A. One (1) space per 7 units shall be required for visitor parking and shall be spread evenly throughout the development.
 - B. Parking lots shall have a minimum setback of five (5) feet along all perimeters.
 - C. Will provide 1.5 off-street parking per dwelling unit.
- 8.12 Article 6.48 Commercial Parking Standards
- A. Parking lots shall have a minimum setback of five (5) feet along all perimeters.
- 8.13 Article 6.52 Entrance and Driveway Standards
- 8.14 Article 6.56B Corridor Enhancements -- Pedestrian Access
- A. The standards of this Article shall apply to the development of the Real Estate.
- 8.15 Article 6.63 Miscellaneous Standards
- A. Dumpsters, compactors and similar containers shall be located toward the property line opposite of the public street.
 - i. The materials for such enclosures shall be similar to the materials of the primary building.
-

- B. Mechanical equipment shall be placed on rooftops when feasible and shall be screened with parapet walls or other architectural treatments approved by the Planning Director.
 - i. Alternatively, if placement on rooftops is not feasible, Mechanical Equipment shall be completely and permanently screened from view of public rights-of-way and adjoining properties. When attached to the ground, screening methods shall include a solid wall or fence enclosure of a material that matches the principal building.
- 8.16 Architectural Standards: The following standards shall apply to the development of the Real Estate, as set forth below for each Subdistrict.
- A. Character Imagery Exhibit: The "Character Imagery", attached hereto as Exhibit C is hereby incorporated. Although the Character Imagery Exhibit does not represent the final design, it does hereby establish a benchmark for the quality and appearance of Buildings within each Subdistrict, and it provides examples of specific design elements and development patterns that comply with this Ordinance and contribute to the intent and vision for the Real Estate.
 - B. Drive-throughs shall be permitted only if the drive-through is: (i) not otherwise visible from a public street unless screened; and, (ii) designed to minimize any negative impact on vehicular and pedestrian circulation. Screening shall include either:
 - i. Grade changes. Grade changes may serve as screening of drive through functions when the site is located below grade and not visible from the adjacent street.
 - ii. Landscaping. A landscape area adjacent to the street right of way in the front and/or street side yard or in the form of an island adjacent to the drive-through shall be installed. The landscape area shall be planted with enough evergreen shrubs and/or native grasses to form a low continuous visual screen at least 3 feet in height after the first growing season.
 - iii. Walls. A solid masonry wall 3 feet in height, with evergreen shrubs and/or native grasses planted on the street side of the wall to form a low continuous visual screen at least 3 feet in height after the first growing season. Masonry walls shall have openings as necessary to provide pedestrian access to the site.
 - iv. Berms. A series of berms planted with offset rows of evergreen shrubs and/or native grasses to form a low continuous visual screen at least 3 feet in height after the first growing season.
 - C. Mirae Landing Subdistrict: The Real Estate within this Subdistrict shall be in accordance with the following standards:
-

- i.

The SR 931-OL Standards will apply except as noted and the exhibit C Character Exhibits.
- D. Mirae Flats Subdistrict: The Real Estate within this Subdistrict shall be in accordance with the following standards:
 - i. The SR 931-OL Standards will apply except as noted and the exhibit C Character Exhibits.
- E. Mirae Ridge Subdistrict: The Real Estate within this Subdistrict shall be in accordance with the following standards:
 - i. The SR 931-OL Standards will apply except as noted and the exhibit C Character Exhibits.
- F. Mirae Estates Subdistrict:
 - i. The SR 931-OL Standards will apply except as noted and the exhibit C Character Exhibits.

Section 9. Planned Developments. The standards of Article 7 Planned Developments shall apply to the development of the Real Estate unless otherwise modified by this Ordinance

ADOPTED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, this
_____ th day of September, 2023.

—
Matthew Grecu, Presiding Officer
Kokomo Common Council

ATTEST:

Diane Howard, City Clerk
City Kokomo, Indiana

I hereby certify that ORDINANCE 7108 was delivered to the Mayor of Kokomo on the ____th day of September, 2023.

Diane Howard, City Clerk

The foregoing Ordinance No. 7108 is hereby APPROVED AND SIGNED BY ME, the undersigned Mayor of the City of Kokomo, Indiana, this ____th day of September, 2023.

Tyler O Moore, Mayor
City of Kokomo, Indiana

This document prepared by:

Mark Bowyer
2653 S. 400 W
Peru, IN 46970

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: Mark Bowyer

Exhibit A

Real Estate

Location Description: Mirae Trails of Kokomo Subdivision, a subdivision according to the plat thereof as recorded as Instrument Number _____ of the Public Records of Howard County, Indiana totaling +/- 64.695 acres.



Exhibit B



PLATE

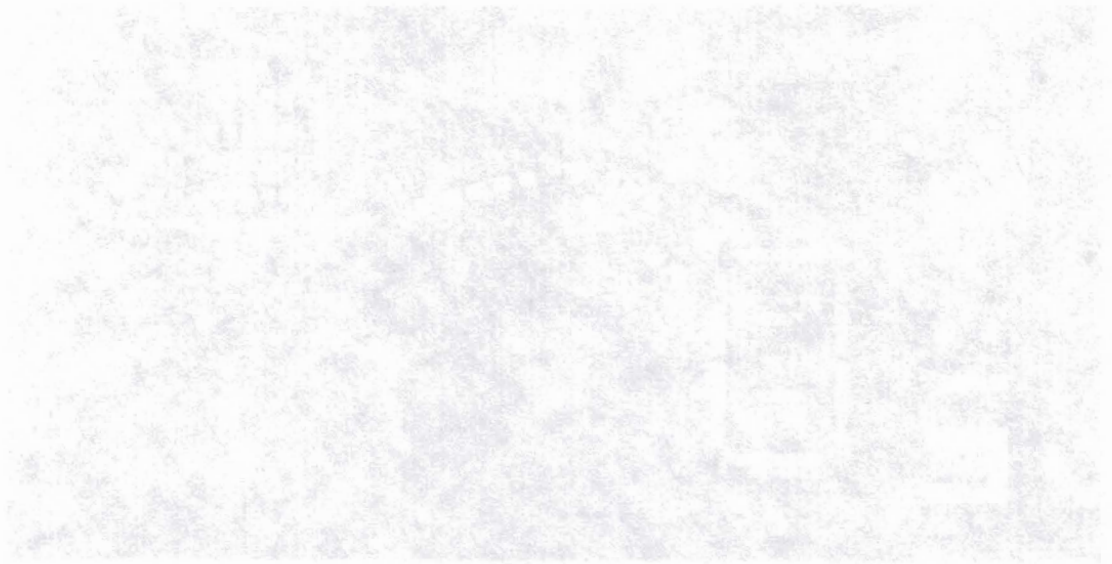
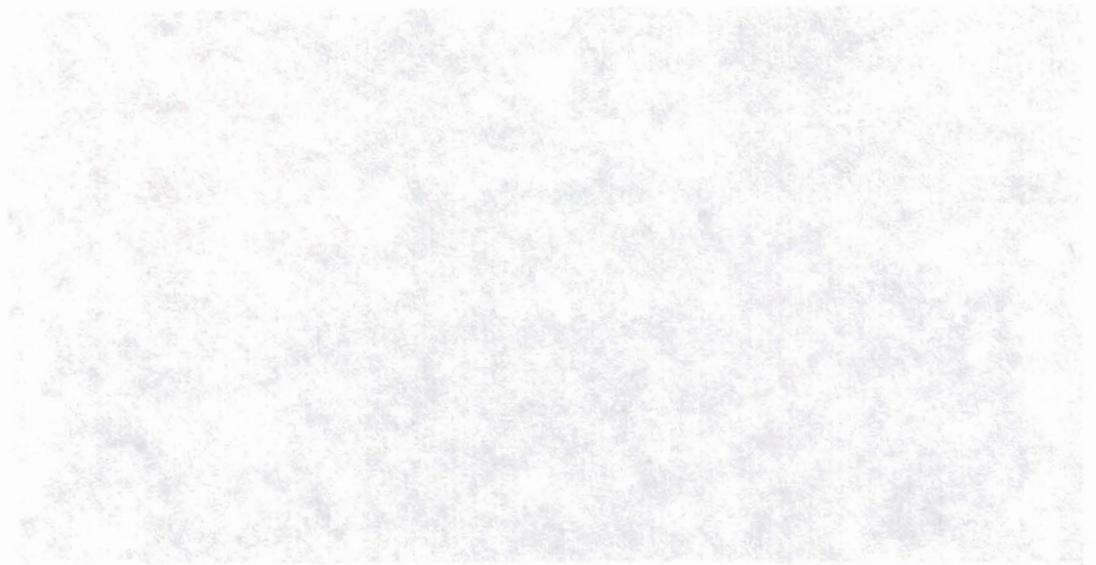
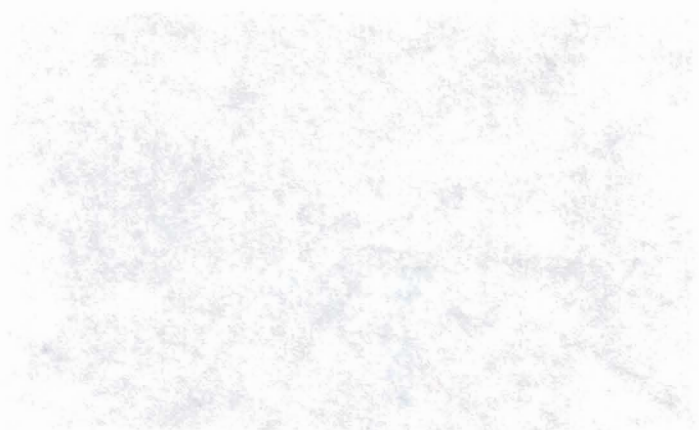
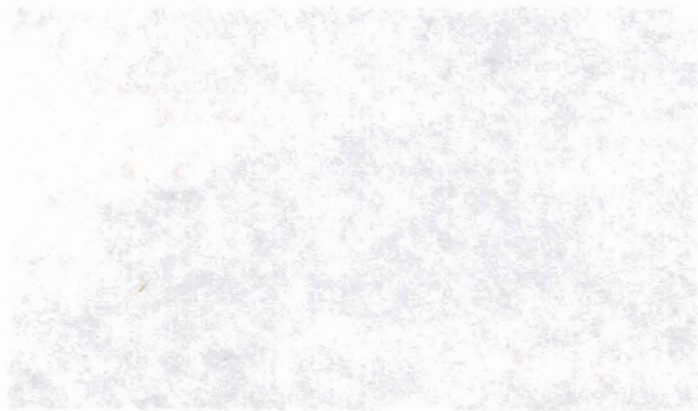
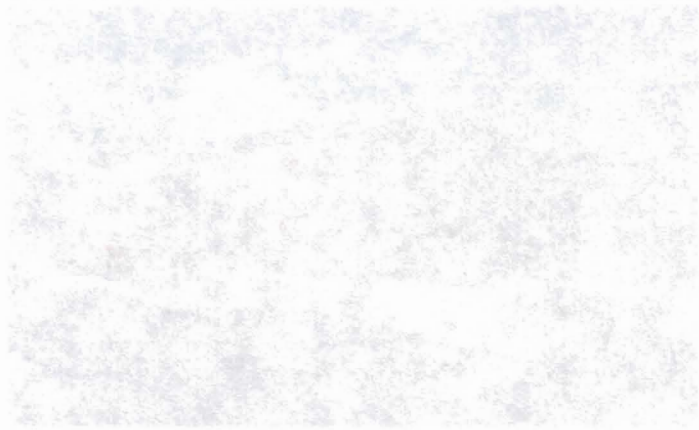


Exhibit C
Character Imagery

Mirae Landing Subdistrict









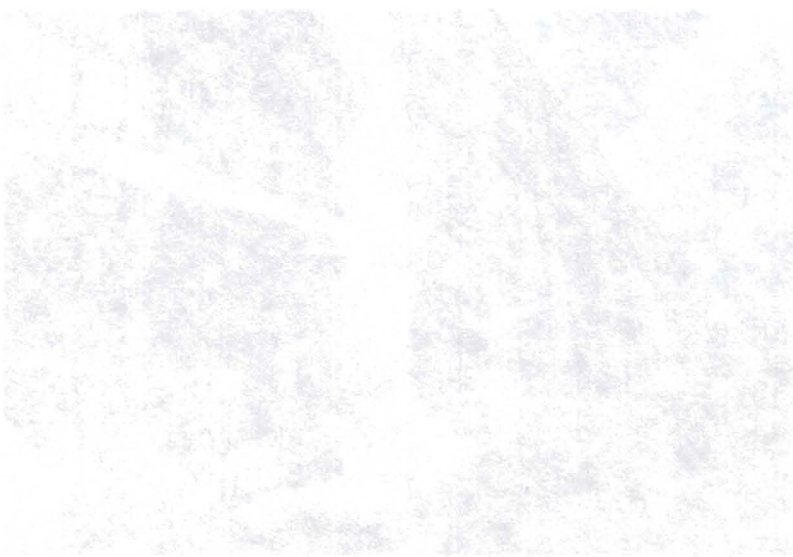
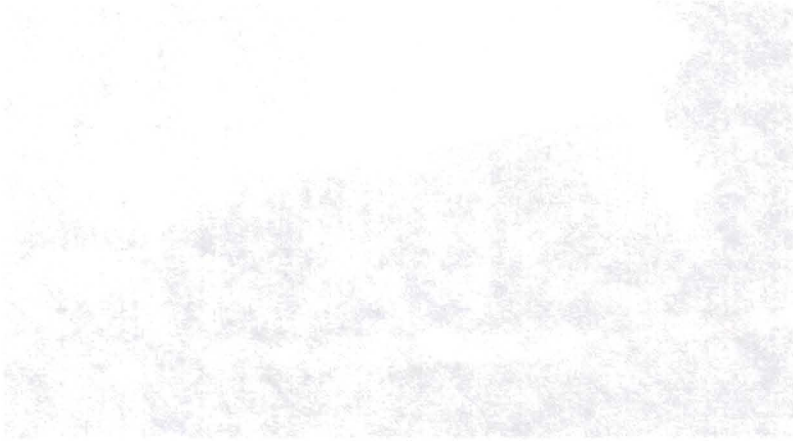
Mirae Flats Subdistrict



2018年10月10日
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Mirae Ridge Subdistrict



Mirae Estates Subdistrict



ORDINANCE NO. 7109

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF KOKOMO, INDIANA TAXABLE ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2023 (NIPSCO PIPELINE PROJECT AND DUKE ENERGY UTILITY RELOCATE/INFRASTRUCTURE PROJECT), AND PROVIDING OR OTHERWISE MAKING THE PROCEEDS THEREOF AVAILABLE TO NORTHERN INDIANA PUBLIC SERVICE COMPANY LLC AND/OR DUKE ENERGY INDIANA, LLC, AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Kokomo, Indiana (the “City”), is a municipal corporation and political subdivision of the State of Indiana and by virtue of Indiana Code 36-7-11.9 and Indiana Code 36-7-12 (collectively, the “Act”), is authorized and empowered to adopt this ordinance (this “Bond Ordinance”) and to carry out its provisions;

WHEREAS, the City and StarPlus Energy LLC (“StarPlus”) have entered into a certain development agreement and may enter into additional development agreements (collectively, the “Development Agreement”), pursuant to which, among other matters, StarPlus has agreed to develop a state-of-the-art facility to manufacture battery cells and modules (the “StarPlus Project”) in the Project Fusion Allocation Area of the Industrial Park Consolidated Economic Development Area, as established by the City of Kokomo Redevelopment Commission (the “Redevelopment Commission”), and, in connection therewith, make certain City Infrastructure Improvement Payments and Utility Infrastructure Improvement Payments (each as defined in the Development Agreement and herein and therein, collectively, the “Infrastructure Improvement Payments”) to support the construction of infrastructure in support of and in connection with the StarPlus Project, which infrastructure includes the hereinafter defined Pipeline Project and the Utility Relocate/Infrastructure Project; and

WHEREAS, pursuant to the Development Agreement, the City has agreed to provide certain incentives in connection therewith, including the issuance of the hereinafter defined Series 2023 Bonds for application on the costs of the Pipeline Project and the Utility Relocate/Infrastructure Project, the application of certain hereinafter defined TIF Revenues in connection therewith and also in connection with certain credits on the obligations of StarPlus to make the Infrastructure Improvement Payments; and

WHEREAS, Northern Indiana Public Service Company LLC and/or one or more affiliates and/or designees thereof (“NIPSCO”), desires to finance the planning, designing, acquisition, construction and equipping of a pipeline to service the StarPlus Project, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Pipeline Project”), which is located in and directly serves and benefits the Industrial Park Consolidated Economic Development Area established by the Redevelopment Commission;

WHEREAS, Duke Energy Indiana, LLC and/or one or more affiliates and/or designees thereof (“Duke Energy”), desires to finance relocation costs and other necessary improvements in connection with the relocation of certain electric transmission facilities necessary for the StarPlus Project, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Utility Relocate/Infrastructure Project”, together with the Pipeline Project, the “Projects”), which is located in and directly serves and benefits the Industrial Park Consolidated Economic Development Area established by the Redevelopment Commission;

WHEREAS, NIPSCO and Duke Energy (collectively, the “Companies”) have advised the City’s Economic Development Commission (the “Commission”) and the City that they propose that the City issue its Taxable Economic Development Revenue Bonds, Series 2023__ (NIPSCO Pipeline Project and Duke Energy Utility Relocate/Infrastructure Project) (to be completed with the appropriate series designation) in one or more series (collectively the “Series 2023 Bonds”), in the combined aggregate principal amount not to exceed One Hundred Million Dollars (\$100,000,000) under the Act and provide or otherwise make available the proceeds of such Series 2023 Bonds to (i) NIPSCO for the purpose of financing all or a portion of the costs of the Pipeline Project and (ii) Duke Energy for the purpose of financing all or a portion of the costs of the Utility Relocate/Infrastructure Project, including costs of issuance of the Series 2023 Bonds and, if necessary, capitalized interest thereon;

WHEREAS, the completion of the Projects results in the diversification of industry, the creation of jobs and business opportunities in the City;

WHEREAS, prior to the issuance of the Series 2023 Bonds, the Redevelopment Commission will adopt a resolution pledging a portion of the incremental *ad valorem* real property tax revenues levied and collected in the Project Fusion Allocation Area (such pledged portion, herein the “TIF Revenues”) to the payment of certain of the Series 2023 Bonds (any such Series 2023 Bonds secured by the TIF Revenues, herein the “Series 2023 TIF Bonds”);

WHEREAS, pursuant to Indiana Code 36-7-12-24, the City of Kokomo Economic Development Commission (the “Commission”) published notice of a public hearing (the “Public Hearing”) on the proposed issuance of the Series 2023 Bonds to finance all or a portion of the costs of the Projects;

WHEREAS, on October 12, 2023, the Commission held the Public Hearing on the Projects; and

WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council of the City (the “Common Council”) the forms of: (1) a Financing Agreement between the City and each of the Companies (collectively, the “Financing Agreement”); (2) a Trust Indenture between the City and a trustee to be selected by the Controller of the City (the “Trustee”) (the “Indenture”); (3) a Taxpayer Agreement and Grant of Real Property Tax Lien among the City, the Redevelopment Commission, StarPlus and the Trustee (the “Taxpayer Agreement”); (4) the Series 2023 Bonds; (5) a Bond Purchase Agreement between the City and the purchaser of the Series 2023 Bonds (the “Bond Purchase Agreement”); and (6) this Bond Ordinance (the Financing Agreement, the Indenture, the Taxpayer Agreement, the Bond

Purchase Agreement, the Series 2023 Bonds and this Bond Ordinance, collectively, the “Financing Agreements”);

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, THAT:

Section 1. Findings; Public Benefits. The Common Council hereby finds and determines that each of the Projects involve the planning, designing, acquisition, construction and equipping of an “economic development facility” as that phrase is used in the Act; that the Projects will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, intending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Projects; and, therefore, that the financing of all or a portion of the Projects by the issuance of the Series 2023 Bonds under the Act (i) will be of benefit to the health and general welfare of the City and (ii) complies with the Act.

Section 2. Approval of Financing. The proposed financing of all or a portion of the costs of the Projects by the issuance of the Series 2023 Bonds under the Act, in the form that such financing was approved by the Commission, is hereby approved.

Section 3. Authorization of the Series 2023 Bonds. The issuance of the Series 2023 Bonds, payable solely from revenues and receipts derived from the Financing Agreements, including the TIF Revenues with respect only to any Series 2023 TIF Bonds, is hereby authorized.

Section 4. Terms of the Series 2023 Bonds. (a) The Series 2023 Bonds, in the combined aggregate principal amount not to exceed One Hundred Million Dollars (\$100,000,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk of the City; (ii) be dated as of the date of their delivery; (iii) mature on a date not later than twenty-five (25) years after the date of issuance, with respect to any Series 2023 TIF Bonds, and not later than thirty-five (35) years after the date of issuance, with respect to any other Series 2023 Bonds; (iv) bear interest at such rates as negotiated with the initial purchaser of the Series 2023 Bonds at a rate not to exceed five percent (5.0%) per annum; (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be subject to a discount or discounts not to exceed four percent (4.0%) of the par value thereof as set forth in the Bond Purchase Agreement; (vii) be issuable only in fully registered form; (viii) be subject to registration on the bond register as provided in the Indenture; (ix) be payable in lawful money of the United States of America; (x) be payable at an office of the Trustee as provided in the Indenture; (xi) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xii) be issued in one or more series; and (xiii) contain such other terms and provisions as may be provided in the Financing Agreements.

(b) The Series 2023 Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the Financing Agreements, including the TIF Revenues with respect only to Series 2023 TIF Bonds. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

Section 5. Sale of the Series 2023 Bonds. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the Series 2023 Bonds to the purchasers at the prices, in the manner and at the times set forth in the Financing Agreements, at such prices as are determined on the dates of sale and approved by the Mayor and the Controller of the City.

Section 6. Execution and Delivery of Financing Agreements. The Mayor, the Controller and the Clerk of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Financing Agreement, the Indenture and the Series 2023 Bonds, to the extent such documents provide for their respective signatures, as submitted to the Common Council, which are hereby approved in all respects.

Section 7. Changes in Financing Agreements. The Mayor, the Controller and the Clerk of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof.

Section 8. General. The Mayor, the Controller and the Clerk of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Projects, the issuance and sale of the Series 2023 Bonds, and the securing of the Series 2023 Bonds under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected by, and hereby is, ratified and approved.

Section 9. Binding Effect. The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the City and the holders of the Series 2023 Bonds, and after issuance of the Series 2023 Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Series 2023 Bonds as long as the Series 2023 Bonds or interest thereon remains unpaid.

Section 10. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. Effective Date. This Bond Ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

Section 12. Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with Indiana Code 36-1-5-4.

[SIGNATURE PAGE FOLLOWS.]

PASSED AND ADOPTED by the Common Council of the City of Kokomo, Howard County, Indiana, this _____ day of October, 2023.

COMMON COUNCIL OF THE CITY OF
KOKOMO, INDIANA

By: _____
Presiding Officer

ATTEST:

Diane Howard, Clerk
City of Kokomo

Presented by me to the Mayor of the City of Kokomo, Hamilton County, Indiana, this
_____ day of _____, 2023.

Diane Howard, Clerk
City of Kokomo

Signed and approved by me upon this _____ day of _____, 2023.

Tyler O. Moore, Mayor
City of Kokomo

EXHIBIT A

Description of Projects

Pipeline Project

The Pipeline Project consists of the planning, designing, acquisition, construction and equipping by the Northern Indiana Public Service Company LLC of a pipeline to service the state-of-the-art facility to manufacture battery cells and modules to be undertaken by StarPlus Energy LLC in accordance with the Development Agreement.

Utility Relocate/Infrastructure Project

The Utility Relocate/Infrastructure Project consists of the relocation of certain electric transmission facilities and other necessary improvements related thereto which are necessary to service the state-of-the-art facility to manufacture battery cells and modules to be undertaken by StarPlus Energy LLC in accordance with the Development Agreement.

ORDINANCE NO. 7110

ORDINANCE AUTHORIZING THE ISSUANCE OF THE CITY OF KOKOMO, INDIANA TAXABLE ECONOMIC DEVELOPMENT TAX INCREMENT REVENUE BONDS, SERIES 2023 (TRIBUNE APARTMENTS PROJECT), AND THE LENDING OF THE PROCEEDS THEREOF TO BORROWER, AND AUTHORIZING AND APPROVING OTHER ACTIONS IN RESPECT THERETO

WHEREAS, the City of Kokomo, Indiana (the “City”), is a municipal corporation and political subdivision of the State of Indiana and by virtue of Indiana Code 36-7-11.9 and Indiana Code 36-7-12 (collectively, the “Act”), is authorized and empowered to adopt this ordinance (this “Bond Ordinance”) and to carry out its provisions;

WHEREAS, Tribune Apartments LLC and/or affiliates thereof (collectively, the “Borrower”), desires to finance the construction of a mixed-use retail and multifamily apartment project, as more particularly described in Exhibit A attached hereto and incorporated herein by reference (the “Project”), which is located in and directly serves and benefits the City’s Tribune Apartments Economic Development Area;

WHEREAS, the Borrower has advised the City’s Economic Development Commission (the “Commission”) and the City that it proposes that the City issue its Taxable Economic Development Tax Increment Revenue Bonds, Series 2023 (Tribune Apartments Project), in an amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) (the “Bonds”) under the Act and loan the proceeds of such Bonds to the Borrower for the purpose of financing a portion of the costs of the Project, including costs of issuance of the Bonds;

WHEREAS, the completion of the Project results in the diversification of industry, the creation of jobs and business opportunities in the City;

WHEREAS, pursuant to Indiana Code 36-7-12-24, the Commission published notice of a public hearing (the “Public Hearing”) on the proposed issuance of the Bonds to finance a portion of the costs of the Project;

WHEREAS, on October 12, 2023, the Commission held the Public Hearing on the Project; and

WHEREAS, the Commission has performed all actions required of it by the Act preliminary to the adoption of this Bond Ordinance and has approved and forwarded to the Common Council of the City (the “Common Council”) the forms of: (1) a Loan Agreement between the City and the Borrower (including a form of Note); (2) a Trust Indenture between the City and a trustee to be selected by the Controller of the City (the “Trustee”) (the “Indenture”); (3) the Bonds; (4) the Bond Purchase Agreement between the City and the purchaser of the Bonds (the “Purchase Agreement”); and (5) this Bond Ordinance (the Loan Agreement, the Indenture, the Bonds, the Purchase Agreement and this Bond Ordinance, collectively, the “Financing Agreements”);

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, THAT:

Section 1. Findings; Public Benefits. The Common Council hereby finds and determines that the Project involve the planning, designing, acquisition, construction and equipping of an “economic development facility” as that phrase is used in the Act; that the Project will increase employment opportunities and increase diversification of economic development in the City, will improve and promote the economic stability, development and welfare in the City, will encourage and promote the expansion of industry, trade and commerce in the City and the location of other new industries in the City; that the public benefits to be accomplished by this Bond Ordinance, intending to overcome insufficient employment opportunities and insufficient diversification of industry, are greater than the cost of public services (as that phrase is used in the Act) which will be required by the Project; and, therefore, that the financing of a portion of the Project by the issuance of the Bonds under the Act (i) will be of benefit to the health and general welfare of the City and (ii) complies with the Act.

Section 2. Approval of Financing. The proposed financing of a portion of the costs of the Project by the issuance of the Bonds under the Act, in the form that such financing was approved by the City’s Economic Development Commission, is hereby approved.

Section 3. Authorization of the Bonds. The issuance of the Bonds, payable solely from revenues and receipts derived from the Financing Agreements, is hereby authorized.

Section 4. Terms of the Bonds. (a) The Bonds, in the aggregate principal amount not to exceed Two Million Five Hundred Thousand Dollars (\$2,500,000), shall (i) be executed at or prior to the closing date by the manual or facsimile signatures of the Mayor and the Clerk of the City; (ii) be dated as of the date of their delivery; (iii) mature on a date not later than twenty-five (25) years after the date of issuance; (iv) bear interest at such rates as determined with the purchaser of the Bonds in the Purchase Agreement at a rate not to exceed seven percent (7.0%) per annum; (v) be issuable in such denominations as set forth in the Financing Agreements; (vi) be issuable only in fully registered form; (vii) be subject to registration on the bond register as provided in the Indenture; (viii) be payable in lawful money of the United States of America; (ix) be payable at an office of the Trustee as provided in the Indenture; (x) be subject to optional redemption prior to maturity and subject to redemption as otherwise provided in the Financing Agreements; (xi) be issued in one or more series; and (xii) contain such other terms and provisions as may be provided in the Financing Agreements.

(b) The Bonds and the interest thereon do not and shall never constitute an indebtedness of, or a charge against the general credit or taxing power of, the City, but shall be special and limited obligations of the City, payable solely from revenues and other amounts derived from the Financing Agreements. Forms of the Financing Agreements are before this meeting and are by this reference incorporated in this Bond Ordinance, and the Clerk of the City is hereby directed, in the name and on behalf of the City, to insert them into the minutes of the Common Council and to keep them on file.

Section 5. Sale of the Bonds. The Mayor and the Controller of the City are hereby authorized and directed, in the name and on behalf of the City, to sell the Bonds to the purchaser at the price, in the manner and at the time set forth in the Purchase Agreement, at such prices as are determined on the date of sale and approved by the Mayor and the Controller of the City.

Section 6. Execution and Delivery of Financing Agreements. The Mayor, the Controller and the Clerk of the City are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse and deliver the Loan Agreement, the Note from the Borrower to the City, the Indenture, the Purchase Agreement, and the Bonds, to the extent such documents provide for their respective signatures, as submitted to the Common Council, which are hereby approved in all respects.

Section 7. Changes in Financing Agreements. The Mayor, the Controller and the Clerk of the City are hereby authorized, in the name and on behalf of the City, without further approval of the Common Council or the Commission, to approve such changes in the Financing Agreements (including designation of the Bonds) as may be permitted by Act, such approval to be conclusively evidenced by their execution thereof.

Section 8. General. The Mayor, the Controller and the Clerk of the City, and each of them, are hereby authorized and directed, in the name and on behalf of the City, to execute or endorse any and all agreements, documents and instruments, perform any and all acts, approve any and all matters, and do any and all other things deemed by them, or either of them, to be necessary or desirable in order to carry out and comply with the intent, conditions and purposes of this Bond Ordinance (including the preambles hereto and the documents mentioned herein), the Project, the issuance and sale of the Bonds, and the securing of the Bonds under the Financing Agreements, and any such execution, endorsement, performance or doing of other things heretofore effected by, and hereby is, ratified and approved.

Section 9. Binding Effect. The provisions of this Bond Ordinance and the Financing Agreements shall constitute a binding contract between the City and the holders of the Bonds, and after issuance of the Bonds this Bond Ordinance shall not be repealed or amended in any respect which would adversely affect the rights of the holders of the Bonds as long as the Bonds or interest thereon remains unpaid.

Section 10. Repeal. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 11. Effective Date. This Bond Ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

Section 12. Copies of Financing Agreements on File. Two copies of the Financing Agreements incorporated into this Bond Ordinance were duly filed in the office of the Clerk of the City, and are available for public inspection in accordance with Indiana Code 36-1-5-4.

PASSED AND ADOPTED by the Common Council of the City of Kokomo, Howard County, Indiana, this _____ day of _____, 2023.

COMMON COUNCIL OF THE CITY OF
KOKOMO, INDIANA

By: _____
Presiding Officer

ATTEST:

Diane Howard, Clerk
City of Kokomo

Presented by me to the Mayor of the City of Kokomo, Howard County, Indiana, this
_____ day of _____, 2023.

Diane Howard, Clerk
City of Kokomo

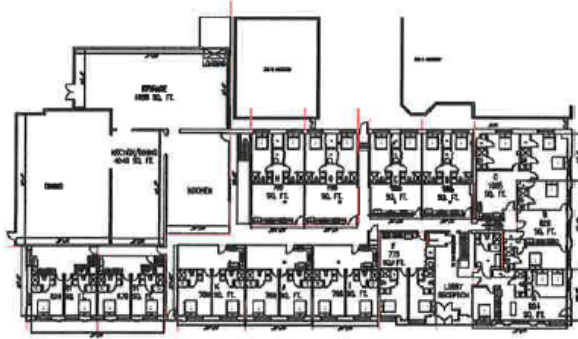
Signed and approved by me upon this _____ day of _____, 2023.

Tyler O. Moore, Mayor
City of Kokomo

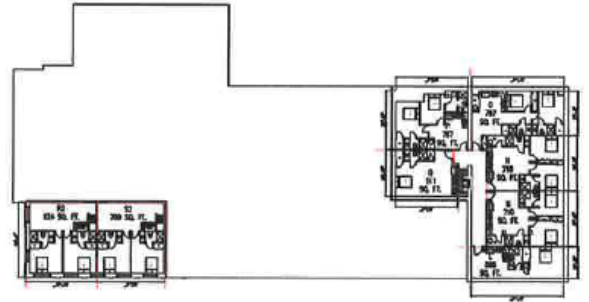
EXHIBIT A

Description of Project

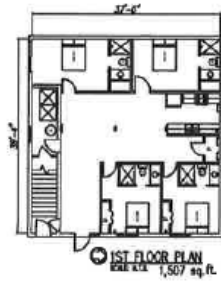
The Project consists of the planning, designing, acquisition, construction and equipping by the Borrower of a mixed-use retail and multifamily project at 300 North Union Street in the City. The Borrower is anticipated to invest \$6,500,000 into the Project. The Project is depicted in the renderings below.



300 N UNION. - 1st FLOOR



300 N UNION. - 2nd FLOOR



1st FLOOR PLAN
GROSS AREA 1,507 sq. ft.

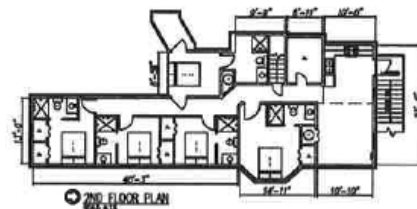


2nd FLOOR PLAN
GROSS AREA 872 sq. ft.

210 E. MULBERRY



1st FLOOR PLAN
GROSS AREA



2nd FLOOR PLAN
GROSS AREA

208 E. MULBERRY

RESOLUTION NO. 2802

A RESOLUTION AUTHORIZING THE EXECUTION OF THE DEVELOPMENT AGREEMENT AND CERTAIN OTHER MATTERS IN CONNECTION THEREWITH

WHEREAS, StarPlus Energy, LLC, a Delaware limited liability company (the “Company”), and the City of Kokomo, Indiana (the “City”), have worked collaboratively to identify a site that would enable the Company to develop a second state-of-the-art facility to manufacture battery cells and modules (the “Project”);

WHEREAS, in order to induce the Company to undertake the Project and in recognition of the economic and other benefits provided to the City through the Project, the City desires to provide certain additional incentives to the Company to facilitate the development of the Project through the execution of a development agreement (the “Agreement”), attached herein as **Exhibit A**; and

WHEREAS, the Common Council of the City (the “Council”) now desires to approve the execution of the Agreement between the City and the Company, a form of which has been presented to the Common Council on the date hereof, pursuant to which the City and Company make certain covenants, agreements, inducements, and obligations.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Kokomo, Indiana, that:

1. The Council hereby finds that the execution and delivery of the Agreement are in the best interests of the County and its citizens. The Mayor of the City is authorized and directed to execute the Agreement, in the name and on behalf of the City, and the City Clerk is hereby authorized and directed to attest the execution of such Agreement in substantially the same form set forth in **Exhibit A**, with such changes as such persons deem, with the advice of legal counsel, necessary or appropriate to effectuate this Resolution, said persons’ execution thereof to be conclusive evidence of the approval of such changes.

2. The members of the Council, the Mayor, the City Clerk, the Controller, the legal counsel for the City, and other appropriate officers of the City are hereby authorized to take all such actions and execute all such instruments as are necessary or desirable to effectuate this Resolution.

3. This resolution shall be in full force and effect from and after its adoption.

[SIGNATURE PAGE TO FOLLOW]

PASSED AND ADOPTED by the Common Council of the City of Kokomo, Indiana, this
___ day of _____, 2023.

COMMON COUNCIL OF THE CITY OF
KOKOMO, INDIANA

By: _____
Presiding Officer

ATTEST:

Diane Howard, Clerk
City of Kokomo

Presented by me to the Mayor of the City of Kokomo, Howard County, Indiana, this
_____ day of _____, 2023.

Diane Howard, Clerk
City of Kokomo

Signed and approved by me upon this _____ day of _____, 2023.

Tyler O. Moore, Mayor
City of Kokomo

Exhibit A

Development Agreement between StarPlus Energy, LLC, and the City of Kokomo, Indiana

[Form of Development Agreement to follow.]

**DEVELOPMENT AGREEMENT
BETWEEN STARPLUS ENERGY LLC
AND CITY OF KOKOMO, INDIANA**

This Development Agreement (this “**Agreement**”) is made on this 16th day of October, 2023 (the “**Effective Date**”), by and between StarPlus Energy LLC, a Delaware limited liability company (the “**Company**”), and the City of Kokomo, Indiana (the “**City**”).

RECITALS

WHEREAS, the Company has been formed for the purpose of manufacturing battery cells and modules to serve demand in North America;

WHEREAS, the Company and the City previously entered into a Development Agreement dated July 28, 2022 and a certain Memorandum of Agreement Concerning Certain Real and Personal Property Tax Abatements for Project Fusion dated September 13, 2022 (collectively referred to as the “**Phase I Development Agreement**”) relating to the construction of an initial state-of-the-art facility to manufacture battery cells and modules (the “**Phase I Project**”) on property currently owned by the Company (the “**Existing Site**”);

WHEREAS, the Company and the City have worked collaboratively to identify land for an expansion to the Existing Site (the “**Site Expansion**” and together with the Existing Site, the “**Site**”) that would enable the Company to develop a second battery manufacturing facility in Kokomo, Indiana to support electric vehicle production (the “**Project**”), a preliminary depiction of which has been set forth at **Exhibit A-1**;

WHEREAS, the proposed Site Expansion consists of portions of certain tax parcels consisting of approximately 17 acres, which parcels either are currently owned by the Indiana Economic Development Corporation (the “**IEDC**”), Howard County, Indiana (the “**County**”), State of Indiana (the “**State**”), or the Greater Kokomo Economic Development Alliance (the “**GKEDA**”) or are subject to options to purchase from the current landowners (the “**Option Sellers**”) held by the IEDC or GKEDA;

WHEREAS, the Site Expansion is to be conveyed to the Company pursuant to an agreement by and between the Company and the IEDC;

WHEREAS, to develop the Project, the Company intends to make or cause to be made, in two phases, an investment of approximately \$3,206,000,000 in equipment, real property and other improvements, and upon completion of both phases, the Project is estimated to employ approximately 1,400 individuals at the Site (in addition to the number of individuals at the Site estimated to be employed in connection with the Phase I Project, totaling employment of approximately 2,800 individuals at the Site) with average wages of approximately \$32.07 per hour by the end of 2029;

WHEREAS, in order to conduct the Project, the Company requires construction staging areas and will seek to secure a Ground Lease with IEDC (the “**Staging Area Lease**”) pursuant to which the Company would lease approximately 77.2 acres (less the existing homestead and

facilities) adjacent to the Site to the north, a preliminary depiction of which has been set forth at **Exhibit A-2** (the “**Construction Staging Area**”);

WHEREAS, in recognition of the economic and other benefits provided to the City, and in order to induce the Company to undertake the Project, the City desires to provide certain additional incentives to the Company, as described in this Agreement, to facilitate the development of the Project; and

WHEREAS, in consideration for the assistance provided by the City and the required infrastructure needs and other impact to the City of the Project, the Company will make certain infrastructure improvement payments pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of their mutual covenants, agreements, inducements and obligations under this Agreement and otherwise, and for all other valuable consideration, which has been given or will be given hereunder, the receipt and sufficiency of which are both hereby acknowledged by the parties, the Company and the City agree as follows:

1. **Construction of the Project by the Company.** Following the acquisition of the entire Site, and subject to Force Majeure (as defined below), the Company shall (a) commence construction of the Project on the Site by no later than July 1, 2024; and (b) shall complete the construction of the Production Facility (as defined below) no later than December 31, 2027 (the “**Investment Deadline**”). The Investment Deadline may be extended by the Company for up to twelve (12) months; provided that written notice is delivered by the Company to the City no later than three (3) months prior to the Investment Deadline. The Project shall consist of a production facility and certain ancillary and supporting structures, which shall collectively be referred to herein as the “**Production Facility**”. The Production Facility shall consist of at least 2,600,000 square feet of space. The Project’s equipping and operation of the Production Facility is expected to be conducted in two (2) phases. For the initial phase, the Company will make a capital investment of approximately \$1,120,000,000 associated with the installation of new manufacturing equipment (the “**Initial Phase**”), and for a final phase, the Company would make a capital investment of approximately \$394,000,000 associated with the installation of new manufacturing equipment (the “**Final Phase**”). As part of the Initial Phase, the Project will employ approximately 1,000 individuals at the Site with average wages of no less than \$32.07 per hour by the end of 2028. Upon completing the Final Phase, the Project’s total employment is expected to increase by approximately 400, resulting in the Project’s employment of approximately 1,400 individuals at the Site with average wages of no less than \$32.07 per hour by the end of 2029. The Investment Deadline and the aforementioned investment and job numbers are subject to, among other factors, general economic and market conditions and technological changes, as well as competitive requirements within the general automotive industry.

2. **Acquisition of the Site.** The County owns necessary portions of the property adjacent to the north of 2724 N 50 E, Kokomo, Indiana 46901 along East County Road 300 North, which will be conveyed to the IEDC to assemble the Site Expansion. A list of such portions is attached hereto as **Exhibit A-3** (“**County Parcels**”) The City will cause the applicable portions necessary for the Site Expansion of the County Parcels to be transferred to the IEDC to facilitate the Company’s acquisition of the remaining portion of the Site Expansion. The City shall have no obligation to pay any transfer costs related to the transfer of the County Parcels to the IEDC.

3. Vacation of Streets, Alleys, and Rights-of-Way; Company Site Obligations. Upon the Company's written request, the City (a) shall assist the IEDC with the annexation and rezoning of the Site Expansion and the Construction Staging Area to provide for the Project, (b) shall make good faith efforts to cause the vacation of any streets, alleys, utility easements, and rights-of-way within the Site, (c) may, in its reasonable discretion, make good faith efforts to cause the vacation of any streets, alleys and rights-of-way contiguous to the Site, (d) shall grant and/or assist the Company in obtaining any necessary easements for the Project, and (e) shall assist the Company in its acquisition of the portions of the Site Expansion owned by the IEDC, the State, the County, the GKEDA or the Option Sellers. Any such vacations may require granting easements protecting the rights or property of the City, or of any public or municipal utility that are held in such streets, alleys and rights-of-way. The City agrees to work with the Company to reach agreement on the terms of any easements for public utilities such that such easement will not interfere with the construction or operation of the Project. Following any such vacation, the vacated streets, alleys, utility easements and rights-of-way shall be added to the Site or conveyed to the Company, as applicable or as required to transfer all rights to the Company. Upon the City's written request, the Company shall cooperate with the City and execute and any all necessary applications, filings, right of way deeds, easements, and other similar documentation to (a) facilitate the platting of the Site (including the Site Expansion); (b) vacate any legal drains, and rights-of-way within or adjacent to the Site (including the Site Expansion); (c) annex and rezone the Site to the extent not already annexed and rezoned (including the Site Expansion) and the Construction Staging Area; and (d) convey additional right of way at no cost to the City for the construction and/or expansion public rights-of-way contiguous to or within the perimeter of the Site (including the Site Expansion), as contemplated by this Agreement or by the final site plan submitted to and approved by the City for the Project.

4. Infrastructure Improvements. To support the Project, the City, at its own expense, shall complete or cause to be completed the infrastructure improvements set forth on **Exhibit B** (the "**Infrastructure Improvements**"). The Company and the City shall work in good faith to design the Infrastructure Improvements as required to ensure that the Project is appropriately served and consistent with the site plan being developed and approved for the Project. The City shall engage reputable contractors in accordance with all applicable Laws (as defined below), and the Company and the City shall cooperate and act in good faith in connection with the coordination of the construction of the Infrastructure Improvements for the Project. Subject to Force Majeure, the City shall complete the applicable portions of the Infrastructure Improvements by their respective deadlines set forth in Section 9 to the extent applicable. The City shall complete the Infrastructure Improvements in material compliance with all applicable laws, ordinances, regulations, statutes, rules, covenants, and restrictions (collectively, "**Laws**").

5. Local Property Taxes. In accordance with the terms of a certain Memorandum of Agreement Concerning Real and Personal Property Tax Abatement (the "**Abatement MOA**") to be entered into by and between the City and the Company or its assignee, the form of which is attached hereto as Exhibit D, the City commits to provide the following:

- a) Twenty (20) years of personal property tax abatement for the Company's capital expenditures of approximately \$1,514,000,000, attributable to the installation and purchase of new manufacturing equipment, for the Project, which will be located within a designated and authorized Economic Revitalization Area ("**ERA**" or the "**Project Fusion**")

Economic Revitalization Area”). Such personal property tax abatement will follow the twenty (20) year schedule as such personal property is placed into service, as prescribed in Ind. Code § 6-1.1-12.1-4.5, Ind. Code § 6-1.1-12.1-17, and Ind. Code § 6-1.1-12.1-18, as follows: Year 1 through Year 20 at 100% abatement; and

b) Ten (10) years of real property tax abatement for the Production Facility and any improvements related thereto. The Company’s capital expenditures in real property related to the Production Facility are estimated to be approximately \$1,692,000,000. The real property tax abatement will follow the ten (10) year schedule commencing as such phase is completed and assessed, as prescribed in Ind. Code § 6-1.1-12.1-3, Ind. Code § 6-1.1-12.1-4, and Ind. Code § 6-1.1-12.1-17, as follows: Year 1 through Year 10 at 100% abatement. Pursuant to the terms of the Abatement MOA, the City will make available for use by the Company tax increment revenues from the real estate taxes paid on the Project in the ten years immediately following the expiration of the respective real property abatement. Such tax increment revenues may be available to the Company for the Project through a tax increment finance bond issued by the City and purchased by or guaranteed by the members of the Company, as further described on **Exhibit A** of the Abatement MOA.

In the event of a conflict between the terms and provisions found in this Section 5 related solely to the tax abatements and those found in the Abatement MOA, the terms and provisions of the Abatement MOA will govern and control.

6. **Infrastructure Improvement Payments**. To facilitate the development of the Site, the Company, as owner of the Site, has requested that the City complete the Infrastructure Improvements. Subject to the satisfaction of the conditions set forth in Section 10(a), the Company shall make payments to the City in the annual amount of \$1,750,000, in each of the twenty consecutive years, commencing on May 1, 2025 and on or before each May 1 thereafter, for a total aggregate amount of \$35,000,000 to assist in the funding of the Infrastructure Improvements and the public services applicable thereto (“**City Infrastructure Improvement Payments**”). If the Company terminates the Project prior to the completion of the Production Facility as defined in the Phase 1 Development Agreement, the Company shall instead be responsible for paying the City an amount equal to the lesser of the following (referred to herein as the “**Unwind Costs**”): (i) the collective amount of the costs incurred by the City for the Infrastructure Improvements set forth in **Exhibit B** prior to receipt of the Company’s written notice of termination, and the costs related to such Infrastructure Improvements incurred by the City as a result of such termination, whether or not incurred prior to termination, including, but not limited to, (a) if the City elects, in its sole discretion, to terminate any contracts related to the construction of the Infrastructure Improvements, any amounts required to be paid by the City upon such termination, (b) if the City elects, in its sole discretion, to defease the debt issued by the City to finance the Infrastructure Improvements, the amounts required to be paid to defease such debt (after application of any remaining debt proceeds and any payments for any other Unwind Costs), and (c) any related professional fees or related expenses incurred by the City, or (ii) the collective amount of the City Infrastructure Improvement Payments. If the Company terminates the Project prior to the completion of the Production Facility but after the completion of the Production Facility as defined in the Phase 1 Development Agreement, the Company shall make the City Infrastructure Payments on the dates and in the amounts set forth in the first sentence of this Section 6, but may elect, in its sole discretion, to instead pay the Unwind Costs. The City shall provide the Company a detailed

estimate of the Unwind Costs within sixty (60) days of the termination of the Project and any elections under this Section 6, by either the City or the Company, shall occur within one hundred twenty (120) days of the termination of the Project. By June 30, 2024, the Company shall provide evidence of reasonable financial resources to cover any Unwind Costs, either directly or through other financial assurances provided by Stellantis (as defined below) and/or Samsung (as defined below) in a form accepted by the City under the Phase 1 Development or such other form proposed by the Company and reasonably acceptable to the City; provided that any obligations or financial assurances of Stellantis and/or Samsung shall cease upon the later of the execution and recording of the Taxpayer Agreement and the completion of the Production Facility as defined under the Phase 1 Development Agreement.

To facilitate and support the extension of additional natural gas and other utility capacity to the City, including but not limited to the Site with sufficient natural gas and electrical capacity to support the Phase I Project and/or the Project (the “**Utility Improvements**”), the City shall work in good faith to enable the State of Indiana to provide incentives or other funding for a portion of the Utility Improvements, which shall be payable from payments or assessments to be paid by the Company as owner of the Site (the “**Utility Infrastructure Improvement Payments**” and together with the City Infrastructure Improvement Payments, the “**Infrastructure Improvement Payments**”). To provide for the foregoing, the City will issue economic development revenue bonds in one or more series (“**Utility Infrastructure Bonds**”) in an aggregate principal amount of not to exceed \$78,000,000 with the first series of Utility Infrastructure Bonds not to exceed \$58,000,000 being payable from TIF Revenues (as defined below) and to the extent TIF Revenues are not available for such purpose Utility Infrastructure Improvement Payments (such first series, the “**Utility Infrastructure TIF Bonds**”) and the remaining series estimated to be in the aggregate amount of not to exceed \$20,000,000, of Utility Infrastructure Bonds payable solely from Utility Infrastructure Improvement Payments (with no payment from TIF Revenues). Subject to the completion of the applicable public approvals, the City, through its Redevelopment Commission, will designate the entire Site as a new or part of an existing tax allocation area under Indiana Code 36-7-14-39 (the “**TIF Area**”) for the purposes of capturing through December 31, 2047 tax increment related to any incremental increase in real property assessed value generated by both the Phase I Project and the Project that is not subject to a real property tax abatement as a result of either the expiration of the real property abatement under the Phase I Development Agreement, as it relates to the Phase I Project, and under Section (2)(b) of the Abatement MOA, as it relates to the Project, or the termination of an abatement under the Phase I Development Agreement, as it relates to the Phase I Project, or Section 7 of the Abatement MOA, as it relates to the Project. Any real property tax increment revenues available from the TIF Area prior to January 1, 2046 (the “**TIF Revenues**”) shall be used first to pay the City Infrastructure Improvement Payments due under this Agreement and also due under the Phase I Development Agreement, in such order of priority as shall be determined exclusively by the City, and then to pay debt service on the Utility Infrastructure TIF Bonds; provided however that TIF Revenues shall only be used to pay debt service on the Utility Infrastructure TIF Bonds through 2045 and in years 2044 and 2045 such debt service payable with TIF Revenues shall be limited to \$3,500,000 per year. The Infrastructure Improvement Payments shall be considered a payment in lieu of taxes, be an obligation that shall run with the Site, and shall be evidenced and further secured by a taxpayer agreement in accordance with Indiana Code 36-7-25-6, which shall provide for a lien against the Site for any deficient Infrastructure Improvement Payments (“**Taxpayer Agreement**”). To the extent that the City receives a payment pursuant to the Company’s Shortfall Reimbursement Obligation (either

pursuant to the Abatement MOA or the Phase I Development Agreement) related to a real property tax abatement or TIF Revenues as a result of a repayment obligation or a partial or full termination of a real property tax abatement under the Abatement MOA or the Phase I Development Agreement, the City shall allocate and apply those funds first to the payment of the Company's next succeeding City Infrastructure Improvement Payment(s) until such City Infrastructure Improvement Payments are fully paid and then to the Company next succeeding Utility Infrastructure Improvement Payment(s) and/or Utility Infrastructure TIF Bond debt service payment. The parties further agree the tax increment bonds issued in accordance with the Abatement MOA shall be subordinate to the Infrastructure Improvement Payments with respect to the receipt of TIF Revenues, and subject to such terms or conditions required to effectuate the intent of this Section 6, as mutually agreed upon by the parties. The parties agree that in the event of a conflict between the terms and provisions found in this Section 6 related solely to the Utility Infrastructure Improvement Payments and/or the Utility Infrastructure Bonds and those found in the Phase I Development Agreement, the terms and provisions of this Agreement will govern and control.

7. Representations of the City. The City represents and affirms as of the Effective Date that (a) the City has duly and validly authorized and executed this Agreement, (b) the City has full power to enter into and perform this Agreement; and (c) neither the execution and delivery of this Agreement, nor its performance are restricted by or violate any material contractual or other obligation of the City.

8. Representations and Warranties of the Company. The Company represents and warrants as of the Effective Date that (a) the Company is a limited liability company duly and validly formed in the State of Delaware and is authorized to conduct business in the State of Indiana as a foreign limited liability company; (b) the Company has duly and validly authorized and executed this Agreement; (c) the Company has full power to enter into and perform this Agreement; (d) neither the execution and delivery of this Agreement, nor its performance are restricted by or violate any contractual or other obligation of the Company or applicable Laws; (e) the Company is not in violation of any Laws relating to terrorism, money laundering or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Action of 2001, Public Law 107-56 and Executive Order No. 13224 (Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism) (the "**Executive Order**") (collectively, the "**Anti-Money Laundering and Anti-Terrorism Laws**"); (f) the Company is not acting, directly or indirectly, on behalf of terrorists, terrorist organizations or narcotics traffickers, including those persons or entities that appear on the Annex to the Executive Order, or are included on any relevant lists maintained by the Office of Foreign Assets Control of U.S. Department of Treasury, U.S. Department of State, or other U.S. government agencies, all as may be amended from time to time; (g) the Company is not in any capacity in connection with the purchase of the Site (i) conducting any business or engaging in making or receiving any contribution of funds, goods or services to or for the benefit of any person included in the lists referenced above, (ii) dealing in, or otherwise engaging in any transaction relating to, any property or interests in property blocked pursuant to the Executive Order, or (iii) engaging in or conspiring to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any of the prohibitions set forth in any Anti-Money Laundering and Anti-Terrorism Laws; and (h) neither the Company, nor any person controlling or controlled by the Company, is a country, territory, individual or entity named on a Government

List (as defined below), and the monies used by the Company in connection with this Agreement and amounts committed with respect hereto, were not and are not derived from any activities that contravene any applicable anti-money laundering or anti-bribery Laws and regulations (including funds being derived from any person, entity, country or territory on a Government List or engaged in any unlawful activity defined under Title 18 of the United States Code, Section 1956(c)(7)). For purposes hereof, the term “**Government Lists**” means (1) the Specially Designated Nationals and Blocked Persons Lists maintained by the Office of Foreign Assets Control (“**OFAC**”), (2) any other list of terrorists, terrorist organizations or narcotics traffickers maintained pursuant to any of the Rules and Regulations of OFAC, or (3) any similar lists maintained by the United States Department of State, the United States Department of Commerce or any other governmental authority or pursuant to any executive order of the President of the United States of America.

9. Obligations of the City. The City shall:

a) Subject to compliance with and to the extent permitted by applicable Law, (i) close Smith Road north of the Existing Site to provide for the construction of the Phase I Project and the Project, (ii) vacate the right-of-way of Smith Road within the Site Expansion and (iii) use commercially reasonable efforts to (a) secure agreements with applicable utilities to relocate their existing assets and facilities in the current right-of-way if required by the Company to safely construct and operate the Project and (b) obtain a release of all of such utilities’ interest in the current right-of-way or in any interest created in the Site as a result of such right-of way’s vacation. The City shall use its commercially reasonable efforts to complete the closure of Smith Road and grant the Company access to such existing Smith Road right of way by January 1, 2024 and to complete the vacation by March 31, 2024 and the relocation of the applicable utility assets (along securing the accompanying releases and having all existing utility or public assets decommissioned) by July 1, 2024; provided however the City shall complete the closure of Smith Road and grant the Company access to the existing Smith Road no later than April 30, 2024 in any event. Prior to such vacation, the City hereby agrees to provide the Company a temporary right of use to facilitate construction on or near, and to use commercially reasonable efforts to limit public access to, that certain portion of the Smith Road right-of-way to be vacated upon the Company’s purchase of the Site Expansion. The Company shall not be liable to the City for any damages to the existing improvements owned or maintained by the City on such portion of Smith Road right-of-way to be vacated caused by the Company or its contractors, agents or affiliates. The City will complete the Smith Road relocation prior to, but not reopen Smith Road until, the earlier of May 1, 2027 or the Company’s completion of its initial equipping of the Project.

b) Secure service agreements, if any, required for storm water utility providers for the provision of the required offsite storm water overflow for the Site to provide for the proper operation and construction of the Project on commercially reasonable terms, along with any applicable incentive discounts, including but not limited to the improvements and services contemplated by the required Infrastructure Improvements set forth at **Exhibit B** (collectively, the “**Storm Water Services Agreements**”) by December 31, 2024.

c) Use best efforts to assist the Company in securing service agreements with the waste water utility providers for the provision of the required waste water services for

the proper operation and construction of the Project on commercially reasonable terms, along with any applicable incentive discounts, including but not limited to the improvements and services contemplated by the required Infrastructure Improvements set forth at **Exhibit B** (collectively, the “**Waste Water Services Agreements**”) by December 31, 2024.

d) Secure agreements, as needed, with the water utility that allow for the City’s completion of the required Infrastructure Improvements set forth at **Exhibit B**, in order to permit the water utility to provide sufficient water capacity and services for the proper and timely operation and construction of the Project without further obligation of the Company (collectively, the “**Water Services Agreements**” and together with the Storm Water Services Agreement, the Waste Water Services Agreements, the “**Required Utility Services Agreements**”) by December 31, 2024.

e) Use commercially reasonable efforts to expedite any City approvals or permits related to the acquisition of the Site, the construction or operation of the Project (including but not limited to improvements to the Construction Staging Area to support the construction and equipping of the Project), the Infrastructure Improvements, and the obligations of the City described in this Agreement by January 1, 2024.

f) Use commercially reasonable efforts to cause the Howard County Drainage Board to (i) grant, by January 1, 2024 or as soon as reasonably possible thereafter, a temporary license and by July 1, 2024 or as soon as reasonably practicable thereafter, a permanent license to encroach into any statutory drainage easement established pursuant to Indiana Code 36-9-27-33 within the Site Expansion to allow the Company to commence pre-construction activities and the construction of the Project, subject only to reasonable requirements that do not prohibit such uses or activities, (ii) cause any detention areas and drainage improvements (including any legal drains) on the Site to be relocated and reconstructed pursuant to Indiana Code 36-9-27; provided, that if the relocated drain is to be located on any part of the Site, the location shall be approved by the Company prior to approval by the Howard County Drainage Board, which approval shall not be unreasonably withheld or delayed if it does not interfere with the intended use and operation of the Site, as reasonably determined by Company. As described above, the City shall provide for the relocation of the existing detention area and drainage improvements (including the legal drain(s)) on the Site to an offsite location, provide for sufficient offsite stormwater overflow capacity to support the Project, and to the extent required by the final site plan approved by the City, any additional required offsite storm water detention area(s) by January 15, 2024.

g) Work with the Company (and/or Stellantis, Samsung, and/or an entity affiliated with either) to identify a suitable location near the Site with ownership and other features to be subject to an agreement between the City and the Company (or such aforementioned affiliates) from which partners and suppliers can do business with the Company and to recruit partners and suppliers thereto, which recruitment may include offering incentives including but not limited considering tax abatement for such parties. The City does not represent, warrant, or covenant, however, that any incentives will be

provided to any such partners and suppliers, and each partner and supplier will be evaluated on a case-by-case basis.

10. Conditions Precedent.

a) The obligations of the Company hereunder shall be conditioned upon the satisfaction of the following conditions precedent:

i) The City shall have approved the Abatement MOA and any resolutions or other documents required to effectuate the tax abatements and bond issuances contemplated thereby (collectively, the “**Local Tax Incentive Agreements**”).

ii) The IEDC shall have acquired and conveyed to the Company the Site Expansion, with the City providing the IEDC with any assistance contemplated by Section 2 hereof.

iii) The parties, other than the Company, shall have approved each of the following documents related to the Project, and each of the following shall be fully executed and made effective, in each case, in a form reasonably satisfactory to the Company;

- A. IEDC Economic Development for a Growing Economy (EDGE) Tax Credit Agreement;
- B. IEDC Economic Development Grant Agreement;
- C. First Amendment to the IEDC Redevelopment Tax Credit Agreement between IEDC and the Company;
- D. First Amendment to IEDC Redevelopment Tax Credit Agreement between IEDC, Kokomo Developer LLC and the Company;
- E. IEDC Skills Enhancement Fund Grant Agreement;
- F. the Staging Area Lease;
- G. any other agreement or determination necessary, or application, as determined by the Company in its sole discretion to effectuate or verify the Company's economic determination to select the State of Indiana; and
- H. the Required Utility Services Agreements.

iv) The road vacations and other matters required by **Section 3** hereof shall have been completed to the reasonable satisfaction of the Company;

v) Any annexation or rezoning of the Site (including any variances) required (in the reasonable opinion of the Company) for the Project shall have been completed to the reasonable satisfaction of the Company; and

vi) The site plan and all required permits for the commencement of construction of the Project shall have been approved by the applicable public or utility agencies.

b) The obligations of the City to complete the Infrastructure Improvements shall be conditioned upon the satisfaction of the following conditions precedent (or written waiver thereof by the City):

i) The Company shall have complied in all material respects with all material conditions required by this Agreement to be complied with by the Company;

ii) All of the Company's representations contained in this Agreement shall be true and correct as of the Effective Date;

iii) The Company shall have acquired the Site Expansion; and

iv) The Company shall have received all necessary federal approvals to operate the Project and perform its obligations hereunder.

It is understood that to undertake the Infrastructure Improvements the City will be required to complete certain public processes, seek certain approvals of public bodies, and follow certain municipal procedures required by Laws in order to undertake the Infrastructure Improvements. The City shall follow the appropriate processes and procedures required under Laws to conduct the Infrastructure Improvements. The completion of the abatements contemplated by the Abatement MOA, the establishment or extension of the TIF Area, and the application of the TIF Revenues described herein shall be subject to the successful completion of the public approvals, processes and procedures required under Indiana law. The schedule attached hereto as **Exhibit C** provides an outline of the anticipated public approvals and procedures for illustrative purposes only.

11. Fee and Permit Waivers. The City agrees to assist the Company in obtaining from the City or other local bodies all required consents, approvals, authorizations, permits, exemptions, and waivers, if any, necessary for the construction of the Site and the Project (collectively, the "**Approvals**") and for Approvals under its jurisdiction and control, to reasonably expedite such processes. The City further agrees to waive or otherwise pay all building and erosion control permits, inspection, sewer tap, impact fees, and other similar fees within the City's authority to waive or pay at an estimated value of \$100,000.

12. Default and Remedies; Limitation of Liability. If any party shall fail to perform its obligations under this Agreement which breach continues for thirty (30) days after written notice from the non-breaching party, the non-breaching party shall be entitled to all remedies available at law or equity subject to Section 23. Notwithstanding the foregoing, if due to the nature of the breach, the breach cannot be cured within 30 days despite reasonable diligence, then such

breaching party shall have such additional time as is necessary to effectuate a cure but in no event more than 60 additional days (i.e. 90 days total) and only so long as the defaulting party has commenced to cure within the original 30 days and is prosecuting such cure with reasonable diligence. Notwithstanding anything in this Agreement to the contrary, no party hereto will be liable to the other under this Agreement for consequential, punitive, special and similar type damages. Upon the Company's placement of the Production Facility into service, the City's remedies shall be limited to enforcing the Company's annual payment obligation under Section 6 or pursuing its remedies under the Abatement MOA. For the avoidance of doubt, the City shall make no demand for repayment or claim under or as a result of this Agreement against the members, shareholders, or partners of the Company and shall look solely to the assets of the Company to enforce any demand for repayment or claim arising under or as a result of this Agreement.

13. Reserved.

14. Assignments. This Agreement may not be assigned by the Company without the prior written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, this Agreement may be assigned by the Company to (a) FCA US LLC ("**Stellantis**"), (b) Samsung SDI Co., Ltd. ("**Samsung**"), or (c) an entity affiliated with Stellantis or Samsung (which either are or are anticipated to be the members of the Company) without the City's prior written consent; provided however, such assignee purchases or otherwise owns the Site and assumes or is otherwise subject to the Company's obligations under this Agreement and the Taxpayer Agreement. The Company shall provide the City with notice within ten (10) days of such assignment. Upon an assignment permitted or otherwise consented to by the City under this **Section 14**, only the successor assignee shall remain liable to perform all of the terms and conditions to be performed by it under this Agreement, and the Company shall be released from this Agreement and any performance or other obligations required.

15. Waiver/Modification for Non-Compliance. If prior to the execution of the Abatement MOA, the Company determines that the Project employment and investment expectations, as described above, increase or decrease materially, the parties may mutually agree on a modification of the incentives described in the Abatement MOA and this Agreement.

16. Amendments. This Agreement may be amended or modified by the parties, only in writing, and signed by all parties.

17. Entire Agreement. Except to this extent expressly stated herein, this Agreement sets forth the entire agreement and understanding between the parties hereto as to the subject matter contained herein and hereby merges and supersedes all prior discussions, agreements, and undertakings of every kind and nature between the parties with respect to the subject matter of this Agreement. For the avoidance of doubt, unless otherwise expressly stated herein, nothing in this Agreement affects or amends the Phase 1 Development Agreement. Unless expressly provided otherwise in this Agreement, all of the defined terms used in this Agreement shall have the definitions set forth in the Agreement and do not refer to any of the same or similar defined terms in the Phase I Development Agreement.

18. Notices. All notices which may be given pursuant to the provisions of this Agreement shall be sent by overnight delivery by a nationally recognized overnight courier such as FedEx, UPS, or DHL, and shall be deemed to have been given, received and delivered the following business day after deposit with such courier for overnight delivery and addressed to the applicable addresses:

If to the City, to: City of Kokomo, Indiana
City Hall
100 South Union Street
Kokomo, IN 46901
Attn: Mayor

With copies to: City of Kokomo, Indiana
City Hall
100 South Union Street
Kokomo, IN 46901
Attn: Corporation Counsel

And

Barnes & Thornburg LLP
11 South Meridan Street
Indianapolis, IN 46204
Attn: Richard Hall

Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
Attn: Dennis H. Otten

If to the Company, to: StarPlus Energy LLC
2151 East Lincoln Road, 4th Floor
Kokomo, IN 46902
Attention: CEO

with copy to: Krieg DeVault LLP
4101 Edison Lakes Parkway, Suite 100
Mishawaka, IN 46545
Attn: Shawn E. Peterson

Any party may change its contact or address for receiving notices by giving written notice of such change to the other party in the foregoing manner. Notice may be sent by a party's counsel.

19. Severability of Provisions. If any provision of this Agreement or application to any party or circumstances shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such

provision to such person or circumstances, other than those as to which it is so determined invalid or unenforceable, shall not be affected thereby, and each provision hereof shall be valid and shall be enforced to the fullest extent permitted by law; provided that, in lieu of such invalid or unenforceable provision, there will be added to this Agreement a provision as similar to the invalid or unenforceable provision as is possible (“**Replacement Provision**”) to reflect the intent of the parties and still be valid and enforceable; provided further that, (A) if a Replacement Provision is not possible or is not otherwise added to this Agreement within sixty (60) days of the later of a final determination in such dispute proceeding or by such court of competent jurisdiction or a final written interpretation by the City, as applicable regarding the unenforceability or invalidity of a provision of this Agreement (the “**Final Unenforceable Provision Determination**”) and (B) as a result of a severed section, paragraph, term, condition or provision, the incentives available to the Company under this Agreement are directly or practically reduced or the obligations of the Company under this Agreement are materially enhanced, the Company shall have the option to terminate this Agreement, without penalty, which option shall be deemed waived if not exercised within one hundred twenty (120) days of the Final Unenforceable Provision Determination.

20. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its conflict of laws rules.

21. No Admission, Etc. Neither this Agreement, nor any payments made pursuant hereto, shall be interpreted as an admission of liability or a waiver of any rights on behalf of any entity or person including, but not limited to the parties hereto, except to the extent that same shall be fully and expressly stated herein. The terms hereof have been freely and fairly negotiated by the parties with advice of competent legal counsel.

22. Legal Authority. The parties hereto each acknowledge that they have the full legal capacity to enter into this Agreement.

23. Arbitration; Jurisdiction. To the extent permitted by Law, all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Indiana; provided however, either party shall have the right to appeal a final arbitration determination in a court of competent jurisdiction based upon an arbitrary or capricious determination or award, or for material arbitrator misconduct. It is understood that the arbitration proceedings shall be completed within 90 days from inception. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs and expenses. Any such arbitration shall be conducted by an arbitrator experienced in the subject matter of the dispute and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction in the State of Indiana. A suit for an enforcement or an appeal must be brought in the State of Indiana, and the Company hereby consents to the personal jurisdiction of said courts for such purposes.

24. Counterparts. This Agreement may be executed in a number of counterparts and each party's signature(s) shall, when taken with all other signatures, be treated as if executed upon

one original of this Agreement. A facsimile or electronic signature of any party shall be binding upon that party as if it were the original.

25. Successors and Assigns. Subject to the limitations on assignments of this Agreement as set forth in this Agreement, this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto.

26. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement.

27. Brokers. Each party represents and affirms to the other that such party has dealt with no real estate broker or agent in connection with the negotiation of this Agreement and that it knows of no other real estate brokers or agents who are or might be entitled to a commission in connection with this Agreement. Each party shall be solely responsible for any costs, losses, damages, penalties, claims or demands of whatsoever nature arising from a breach of the party's foregoing representation.

28. Time of the Essence; Saturdays, Sundays and Holidays. Time is of the essence of this Agreement and the performance of all covenants, agreements and obligations hereunder. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or a nationally recognized holiday of the United States, the date for the notice or performance or payment shall be the next following business day, which next business day shall also serve as the first day for the purpose of calculating any subsequent time period pursuant to this Agreement.

29. Force Majeure. Neither the City nor the Company shall be liable for any failure or delay in performing an obligation under this Agreement to the extent that such failure or delay is caused by an event of Force Majeure that arises after the Effective Date of this Agreement; provided that in no event shall a Force Majeure event excuse or otherwise affect any monetary obligation or payment provision hereunder. “**Force Majeure**” shall be defined herein to mean flood, hurricane, cyclone, tornado, earthquake, an extraordinary and unexpected weather event, or other similar catastrophe, or acts of God, the public enemy, or fires, acts of war or terrorism, epidemics, pandemics, quarantine restrictions, strikes, freight embargoes, any shortage of labor or materials, and any unanticipated delays in permitting. Any party wishing to claim Force Majeure must notify the other party of the Force Majeure event within thirty (30) days of the commencement of the Force Majeure event and of the expected duration thereof. No such notice shall be deemed to establish the existence of a Force Majeure event but it shall be a prerequisite to the ability to assert Force Majeure. No Force Majeure event shall extend performance hereunder by more than one hundred twenty (120) days.

30. Further Assurances. From and after the Effective Date, the City shall, at the request of the Company, execute and deliver any such further instruments or documents and take all such further action as the Company may reasonably request to evidence consummation of the transaction contemplated by this Agreement.

[Remainder of Page Intentionally Left Blank; Signatures Follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives to be effective as of the Effective Date.

CITY OF KOKOMO, INDIANA

STARPLUS ENERGY LLC

Tyler O. Moore, Mayor

By 

Seiwon Chun, Chief Executive Officer

EXHIBIT A-1

DEPICTION OF SITE EXPANSION



EXHIBIT A -2
DEPICTION OF CONSTRUCTION
STAGING AREA



EXHIBIT A-3

LIST OF CURRENT COUNTY PARCELS

Tax Parcel ID#	Current (and residual parcel) Owner	Parcel Description/Address
34-04-18-200-001.000-022 pt	Co. Bd. Cmmrs.	300 N
34-04-18-200-008.000-007 pt	Co. Bd. Cmmrs.	300 N
34-04-19-200-001.000-002 pt	Co. Bd. Cmmrs.	300 N
34-04-18-400-005.000-007	Co. Bd. Cmmrs.	300 N
34-04-17-300-009.000-007	Co. Bd. Cmmrs.	300 N
34-04-18-400-004.000-022 pt	Co. Bd. Cmmrs.	N 50 E
34-04-17-300-010.000-022 pt	Co. Bd. Cmmrs.	300 N
34-04-17-300-003.000-022 pt	Co. Bd. Cmmrs.	300 N 100 E

EXHIBIT B

INFRASTRUCTURE

The City shall complete or cause to be completed the following infrastructure pursuant to the scheduled attached hereto as Appendix B-1:

- (a) Design a realignment of Smith Road located north of the applicable Site, vacate the existing Smith Road right of way, establish the approximate location of the Smith Road Relocation right of way, and relocate the utilities within the current Smith Road right-of-way (collectively “Utility Relocation”) and thereafter finalize design and reconstruct Smith Road north of the applicable Site (“Smith Road Relocation”);
- (b) Relocation of existing detention area and drainage improvements to an offsite location, and to the extent required by the final site plan approved by the City, additional offsite storm water detention area(s) (“Detention Relocation”);
- (c) Cause an existing legal drain located on the Site to be relocated and reconstructed pursuant to Indiana Code 36-9-27, subject to prior approval by the Howard County Drainage Board and any other necessary governmental entities (“Drain Relocation”);
- (d) Improvements to provide for water utility service by Indiana American Water Company, which Project specifications are attached hereto as Appendix B-1. (“Water Improvements”); and
- (e) Improvements to City’s wastewater treatment collections system and provision of sufficient wastewater treatment capability and capacity to provide treatment for wastewater from the Project, including, as appropriate, upgrades to the City’s wastewater treatment plant, which Project specifications are attached hereto as Appendix B-2 (“Wastewater Improvements”).

APPENDIX B-1

CITY INFRASTRUCTURE IMPROVEMENT SCHEDULE

Project	Estimated Start Date	Estimated Completion Date	Duration (days)
Smith Road Relocation		April 30, 2027	
Utility Relocation		July 1, 2024	
Detention Relocation		September 30, 2024	
Drain Relocation		September 30, 2024	
Water Improvements		December 31, 2024	
Wastewater Improvements		December 31, 2024	

[City Infrastructure Improvement Schedule provided for illustrative purposes only.]

APPENDIX B-2

PROJECT WATERLINE AND WASTEWATER TREATMENT SPECIFICATIONS

Wastewater Specification

ITEM	UNIT	GUARANTEE
pH	-	7 - 9
CODcr	mg/L	450
BOD	mg/L	120
SS	mg/L	30
T-N	mg/L	55
T-P	mg/L	10
F-	mg/L	10

Project Fusion
 Kokomo Indiana
 Job NO. 3424-00.000
 Released 6/15/2022
 Revised 6/27/2022

System	DCW Demand GPM	DCW Demand GPD	San Demand GPM	San Demand GPD
Chiller Plant Cooling Tower	1377	1,982,880	437	629,856
Compressed Air Plant Cooling Towers	72	103,275	13	18,711
DI water System	571	267,003	381	84,603
Steam Boiler	20	28,516	20	28,516
Potable Water Demand	99	143,025	99	143,025
Condensate HVAC	0	0	0	0
Fire Protection	729	350,000	0	0

Total	2139	2,524,699	951	904,711
w FP Fill	2868	2,874,699		

Maximum flow rates	2200 gpm	Makeup water
	2,600,000 gpd	
	1000 gpm	Sanitary
	950,000 gpd	
w/ FP GST Makeup	2900 gpm	Makeup water
Minimum flow rates	1000 gpm	Makeup water
	850,000 gpd	
	600 gpm	Sanitary
	375,000 gpd	
w/ FP GST Makeup	1700 gpm	Makeup water

EXHIBIT C

CITY APPROVAL SCHEDULE

[see attached]

**CITY OF KOKOMO, INDIANA
(Project Fusion)**

Timetable – Annexation and Zoning

October 11, 2023

<u>Date</u>	<u>Action</u>
By 11/01/23 (Wednesday)	City receives annexation application, annexation petition, and zoning petition from landowners. Upon receipt, City begins preparing fiscal plan, resolution approving fiscal plan, and annexation ordinance.
11/01/23 (Wednesday)	Deliver to newspapers Notice of Public Hearing of the City Council for publication on November 6 th .
11/06/23 (Monday)	Publish Notice of Public Hearing of the City Council. City finalizes fiscal plan, resolution approving fiscal plan, and annexation ordinance. Materials are made available to public for inspection.
By 11/17/23 (Friday)	Deliver materials (including zoning petition) to Plan Commission for December 8 th meeting/public hearing.
11/24/23 (Friday)	Deliver to newspapers Notice of Public Hearing of the Plan Commission for publication on December 1 st .
11/27/23 (Monday)	City Council Meeting. City Council introduces annexation ordinance and holds public hearing on annexation. Following public hearing, City Council adopts resolution approving fiscal plan.
12/01/23 (Friday)	Publish Notice of Public Hearing of the Plan Commission.
12/12/23 (Tuesday)	Plan Commission Meeting. Plan Commission holds public hearing and makes recommendation regarding zoning petition.
01/03/24 (Wednesday)	Deliver to newspapers Notice of Adoption of annexation ordinance for publication on January 9 th .
01/08/24 (Monday)	City Council Meeting. City Council adopts annexation ordinance.
01/09/24 (Tuesday)	Publish Notice of Adoption of annexation ordinance. Begins thirty-day period of appeal.

02/09/24
(Friday)

Period of appeal expires.

Recording and filing of annexation ordinance with local and state entities.
Annexation is effective upon proper recording and filing of annexation ordinance.

**CITY OF KOKOMO, INDIANA
(Project Fusion)**

Timetable – Creation of Allocation Area

October 11, 2023

<u>Date</u>	<u>Action</u>
02/09/24 (Friday)	Annexation is effective.
02/12/23 (Monday)	Redevelopment Commission Meeting. Redevelopment Commission meets and adopts declaratory resolution designating allocation area.
02/13/24 (Tuesday)	Plan Commission Meeting. Plan Commission issues order approving declaratory resolution.
02/21/24 (Wednesday)	Deliver to newspapers Notice of Public Hearing of the Redevelopment Commission for publication on February 28 th .
02/26/24 (Monday)	City Council Meeting. City Council adopts resolution approving Plan Commission Order and designation of allocation.
02/28/24 (Wednesday)	Publish Notice of Public Hearing of the Redevelopment Commission.
Week of 03/11/24	Redevelopment Commission Meeting. Redevelopment Commission holds public hearing on declaratory resolution. Following public hearing, Redevelopment Commission adopts confirmatory resolution. (Following Redevelopment Commission meeting) Deliver notice to County Auditor and DLGF.

**CITY OF KOKOMO, INDIANA
(Project Fusion)**

Timetable – Tax Abatement

October 11, 2023

<u>Date</u>	<u>Action</u>
02/09/24 (Friday)	Annexation is effective.
Prior to 02/16/24 (Friday)	Company files Statement of Benefits and application for abatement with City.
02/22/24 (Thursday)	Deliver to newspapers Notice of Public Hearing of the City Council for publication on February 29 th .
02/26/24 (Monday)	City Council Meeting. City Council adopts declaratory resolution (1) designating the site as an economic revitalization area, including the required approval because the site will also be located in an allocation area, (2) approving Statement of Benefits, and (3) approving MOA related to abatement.
02/29/24 (Thursday)	Publish Notice of Public Hearing of the City Council.
03/11/24 (Monday)	City Council Meeting. City Council holds public hearing on declaratory resolution. Following public hearing, City Council adopts resolution confirming creation of economic revitalization area and approving abatement and MOA. (Following City Council meeting) MOA executed.

**CITY OF KOKOMO, INDIANA
(Project Fusion)**

Timetable – Issuance of TIF Bonds

October 11, 2023

<u>Date</u>	<u>Action</u>
Day 1	Company and City agree on final terms of the bonds, which are payable from TIF revenues. Deliver to newspapers Notice of Public Hearing of the Economic Development Commission for publication on Day 7.
Next available meeting	City Council Meeting. City Council introduces bond ordinance approving bonds.
Day 7	Publish Notice of Public Hearing of the Economic Development Commission.
Day 17	Economic Development Commission Meeting. Economic Development Commission holds public hearing on bond resolution. Following public hearing, Economic Development Commission adopts bond resolution and approves economic development report.
Following week	Redevelopment Commission Meeting. Redevelopment Commission adopts resolution to pledge TIF revenues to the repayment of the bonds.
Next available meeting	City Council Meeting. City Council adopts bond ordinance approving bonds.
Not later than Day 90	Closing and sale of bonds to Company.

NOTES

The Kokomo Common Council meets at 6:00 p.m. on the 2nd and 4th Monday of each month. The Kokomo City Plan Commission meets at 5:00 p.m. on the 2nd Tuesday of each month. The Meetings are held at City Hall, 100 S. Union Street, Kokomo, IN 46901.

Local newspaper(s): *Kokomo Tribune*

Frequency of publication: Monday, Wednesday, Thursday, Friday, Saturday

Required advance filing of legal notices: Email notice to publicnotices@indianamediagroup.com by 4:00 p.m. three days in advance

EXHIBIT D

FORM OF MEMORANDUM OF AGREEMENT

[see attached]

**MEMORANDUM OF AGREEMENT
CONCERNING CERTAIN REAL AND PERSONAL PROPERTY TAX ABATEMENTS
FOR PROJECT FUSION**

This Memorandum of Agreement Concerning Certain Real and Personal Property Tax Abatements (the “Agreement”) dated as of the ____ day of _____, 2023, serves as a confirmation of certain commitments of the City of Kokomo, Indiana (the “City”) to support the development and operations of the Project (as defined below) by StarPlus Energy, LLC, a Delaware limited liability company (the “Applicant”), and the commitments of the Applicant to comply with the project description, job creation, and associated wage rates and salary figures contained in Resolution No. _____, Resolution No. _____ and Resolution No. ____ with related attachments (the “Tax Abatement Resolutions”) and the Statements of Benefits Form SB-1 (Real Property) or the respective Statement of Benefits Form SB-1 (Personal Property) (each a “Form SB-1” and collectively, the “Forms SB-1”), and this Agreement, each hereby incorporated by reference herein and adopted by the Common Council (the “Common Council”) of the City pursuant to Ind. Code § 6-1.1-12.1-1, *et. seq.* (the “Act”).

1. Agreement. This Agreement is specific and limited to the total investments made by the Applicant on or before January 1, 2031, related to the construction, equipping and operation of a second battery production facility, along with certain other ancillary and supporting facilities, in Kokomo, Indiana (which facility and its ancillary and supporting facilities shall be collectively referred to herein as the “Production Facility” and the construction, equipping and operation of such Production Facility shall be collectively referred to herein as the “Project”). The Production Facility will have an aggregate square footage of at least 2,600,000 square feet and an estimated cost of approximately \$1,692,000,000 in real property improvements. The equipping of such Production Facility is anticipated to include an estimated \$1,514,000,000 in capital investment attributable to the installation and purchase of new manufacturing equipment installed in one or more phases. It is anticipated that the Production Facility and the manufacturing equipment related to the Initial Phase (as defined below) will be placed into service no later than January 1, 2029, as further described in the Applicant’s Forms SB-1. The Project will be located within a designated and authorized Economic Revitalization Area (“ERA” or the “Project Fusion Economic Revitalization Area”).

2. Project Consideration. (a) Personal Property. The City commits to providing

twenty (20) years of personal property tax abatement for the Applicant's capital expenditures attributable to the installation of new manufacturing equipment in the Production Facility. The personal property tax abatement will follow the twenty (20) year schedule as such personal property is placed into service, as prescribed in Ind. Code § 6-1.1-12.1-4.5, Ind. Code § 6-1.1-12.1-17, and Ind. Code § 6-1.1-12.1-18, as follows: Years 1 through Years 20 at 100% abatement.

(b) Real Property. The City commits to providing ten (10) years of real property tax abatement for the Applicant's construction of the Production Facility. The real property tax abatements for the Production Facility will follow the ten (10) year schedule commencing as such structures or improvements are assessed, as prescribed in Ind. Code § 6-1.1-12.1-3, Ind. Code § 6-1.1-12.1-4, and Ind. Code § 6-1.1-12.1-17, as follows: Years 1 through Years 10 at 100% abatement. To the extent that all or a portion of the Production Facility is partially assessed, the Applicant may, in its sole discretion, determine to delay the commencement of the ten (10) year schedule. Following the application of the real property tax abatement, the City will make available for use by the Applicant tax increment revenues from the real estate taxes paid on the Project through the ten years immediately following the expiration of the applicable real property abatement. The City will also make available tax increment revenues from property taxes paid on the Project to support infrastructure related to the Project as contemplated in the Development Agreement (as defined below). Such tax increment revenues may be available to the Applicant for the Project through a tax increment finance bond issued by the City and purchased by or guaranteed by the Applicant or its affiliates, as further described on Exhibit A.

3. Commitments. The Project will result in the creation of not less than one thousand (1,000) employees with the employment expected to increase as the Final Phase of the Project is completed and with the average wage expected to be \$32.07 by the end of 2029. The Applicant will construct the Production Facility which shall consist of at least 2,600,000 square feet of space. The capital expenditures associated with the installation and purchase of new equipment for the initial phase of production shall be approximately \$1,120,000,000 (the "Initial Phase"), and the capital expenditures associated with the installation and purchase of new equipment related to the final phase anticipated to be approximately \$394,000,000 ("Final Phase").

4. Infrastructure Improvements. To assist in the funding of infrastructure and public services in the City, the Applicant has agreed to make, pursuant to the Development Agreement between the Applicant and the City ("Development Agreement"), certain Infrastructure

Improvement Payments (as defined in the Development Agreement).

5. Cessation of Operations and False Reporting. The Applicant confirms that it is aware that this Agreement incorporates the provisions of Ind. Code § 6-1.1-12.1-12 as that section relates to a cessation of operations and providing false information concerning plans to continue operation in the Project Fusion Economic Revitalization Area. Subject to favorable final action being taken on the Tax Abatement Resolutions by the Common Council of the City, the City commits, subject to the completion of all procedures required by law, to providing a ten (10) year real property tax abatement and a twenty (20) year personal property tax abatement (to the extent legally permissible under Ind. Code § 6-1.1-12.1) with respect to the Project and its contemplated capital expenditures within the Project Fusion Economic Revitalization Area.

6. Shortfall Reimbursement Obligation. Starting after calendar year 2029, the Applicant shall file any annual reports required by Ind. Code § 6-1.1-12.1-5.4(b) or that may otherwise be required by Ind. Code § 6-1.1-12.1-5.9(b) (collectively, the “Annual Report”). If during the term of abatements under this Agreement but after the calendar year 2029 (the “Full Ramp Up Year”) the number of full time jobs within the geographic boundaries of the ERA for an applicable year falls below one thousand (1,000) full time jobs (or one thousand four hundred full time (1,400) jobs applicable to any personal property tax abatements received for the Final Phase) by more than 10% (“10% Threshold”), then the Applicant shall be provided an opportunity to explain the reason(s) why the investment and/or job estimates have not been met, and in the Common Council’s reasonable discretion, the Common Council may seek reimbursement to the City for an amount equal to the amount of the personal property taxes abated during the year reflected by the Annual Report submitted to the Common Council pursuant to Ind. Code § 6-1.1-12.1-5.4, times a percentage equal to the percentage beyond the 10% Threshold (collectively, the “Shortfall Reimbursement Obligation”). When considering whether to require repayment of all or a portion of such applicable year’s Shortfall Reimbursement Obligation, the Common Council shall consider the length of time the Applicant complied with job creation and retention goals as they relate to this Agreement, and the cause of the failure to satisfy the applicable criteria with it being understood and agreed that a Shortfall Reimbursement Obligation for the applicable property abatement shall not be required for such year if the parties determine that the criteria are not satisfied due to reasons which are beyond the reasonable control of the Applicant, including, without limitation, demand for the Applicant’s products or services, technological changes,

general economic conditions or economic conditions affecting the Applicant's business, loss of or failure to obtain sufficient business or casualty loss. The Applicant agrees to provide the City with such additional information when requested by the City related to the information provided in the Annual Report and CF-1 Form for the purpose of determining Applicant's substantial compliance with the Commitments within a reasonable time following any such additional request. If the Common Council adopts a resolution requiring the payment of a Shortfall Reimbursement Obligation for the applicable year, the Applicant shall be entitled to appeal that determination to a court in the State of Indiana.

7. Abatement Compliance and Commitments. In the event that the Common Council determines that the Applicant may not be in compliance with its investment commitment to complete the Production Facility with respect to the real property tax abatements set forth in Section 2(b) or may not be in substantial compliance with its employment commitment with respect to the personal property tax abatements set forth in Section 2(b) of one thousand (1,000) full-time jobs within the geographic boundaries of the ERA (or one thousand four hundred full time (1,400) jobs applicable to any personal property tax abatements received for the Final Phase), the City will provide the Applicant with an opportunity to meet with the City's designated representatives to explain the potential noncompliance and show cause why the applicable abatement should not be terminated for such year and/or the applicable tax savings repaid. Such notice shall state the names of the person with whom the Applicant may meet and will provide that the Applicant shall have thirty (30) days from the date of such notice to arrange such meeting and to provide its evidence concerning the potential noncompliance. If, after giving such notice and receiving such evidence, if any, the Common Council, in its reasonable discretion, makes a preliminary determination that the Applicant is not in compliance with this Agreement and the action to terminate the abatement and/or repay the tax savings is merited, the Common Council may hold a public hearing pursuant to Ind. Code § 6-1.1-12.1-5.9(e) to consider whether the applicable property tax abatement for the applicable year should be properly terminated, in whole or in part, or whether, to the extent such property tax abatement was in place for the applicable year, that the tax savings for such applicable year be repaid in full or in part. When considering whether to terminate in part or in full an applicable property tax abatement for an applicable year or to require repayment of all or a portion of such applicable year's applicable property tax abatement savings, the Common Council shall consider the length of time the Applicant complied

with job creation and retention goals as they relate to this Agreement, and the cause of the failure to satisfy the applicable criteria with it being understood and agreed that the applicable property abatement shall not be fully or partially terminated for such year if the parties determine that the criteria are not satisfied due to reasons which are beyond the reasonable control of the Applicant, including, without limitation, demand for the Applicant's products or services, technological changes, general economic conditions or economic conditions affecting the Applicant's business, loss of or failure to obtain sufficient business or casualty loss. If the Common Council adopts a resolution terminating, in whole or in part, a property tax abatement for the applicable year or, to the extent such property tax abatement was in place for the applicable year, that the tax savings for applicable year be repaid in full or in part as a Shortfall Reimbursement Obligation, the Applicant shall be entitled to appeal that determination to a court in the State of Indiana. Notwithstanding the foregoing, the Common Council hereby agrees that it may only reduce a property tax abatement or impose a Shortfall Reimbursement Obligation to seek reimbursement to the City for an amount equal to the amount of the property taxes abated under the applicable property tax abatement during the applicable year reflected by the report submitted to the Common Council pursuant to Ind. Code § 6-1.1-12.1-5.4 times a percentage equal to the percentage beyond a ten percent (10%) shortfall of the employment goals. Any determination of noncompliance will only apply to the applicable year for which the report submitted to the Common Council pursuant to Ind. Code § 6-1.1-12.1-5.4 and no other year.

8. Repayment Statement. In the event the City imposes a Shortfall Reimbursement Obligation pursuant to the preceding paragraph, it shall provide Applicant with a written statement calculating the amount due (the "Statement"), and Applicant shall make such repayment to the City within sixty (60) days or after a final judgment is entered in connection with any appeal. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorney fees incurred in the enforcement and collection of the property tax abatement savings required to be repaid hereunder, plus interest at the rate equal to the current federal prime rate plus four percent (4%) (but in no event to exceed eight percent (8%)) per annum on the unpaid amount. The parties agree that the provisions set forth in this Agreement shall be applicable with respect to its obligation to make any Shortfall Reimbursement Obligation payments as described above.

9. Amendment of Agreement. This Agreement may not be modified or amended other than by an agreement signed in writing by the City and the Applicant.

10. Abatement Filing Requirements. The Applicant understands that any and all filings required to be made or actions required to be taken to initiate or maintain the abatement (other than actions that are, as a legal matter, solely the responsibility of the City) are solely the responsibility of the Applicant.

11. No Implied Waiver. Neither the failure nor any delay on the part of the City to exercise any right, remedy, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege preclude any other or further exercise of the same or any other right, remedy, power, or privilege with respect to any occurrence or be construed as a waiver of such right, remedy, power, or privilege with respect to any other occurrence. No waiver shall be effective unless it is in writing and is signed by the party asserted to have granted such waiver.

12. Governing Law. This Agreement and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by the laws and decisions of a court in the State of Indiana.

13. Arbitration; Jurisdiction. To the extent permitted by law, all claims and disputes arising under or relating to this Agreement are to be settled by binding arbitration in the State of Indiana; provided however, either party shall have the right to appeal a final arbitration determination in a court of competent jurisdiction based upon an arbitrary or capricious determination or award, or for material arbitrator misconduct. It is understood that the arbitration proceedings shall be completed within 90 days from inception. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs and expenses. Any such arbitration shall be conducted by an arbitrator experienced in the subject matter of the dispute and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction in the State of Indiana. A suit for an enforcement or an appeal must be brought in the State of Indiana, and the Applicant hereby consents to the personal jurisdiction

of said courts for such purposes.

14. Notices. All notices, requests, demands, and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been received when delivered by hand or by facsimile or email (with confirmation by registered or certified mail) or on the third business day following the mailing, by registered or certified mail, postage prepaid, return receipt requested, thereof, addressed as set forth below:

If to Applicant: StarPlus Energy LLC
2151 East Lincoln Road, 4th Floor
Kokomo, Indiana 46902
Attention: CEO

With a Copy to: Krieg DeVault LLP
4101 Edison Lakes Parkway, Suite 100
Mishawaka, IN 46545
Attn: Shawn E. Peterson

If to the City: City of Kokomo, Indiana
City Hall, 100 S. Union Street
Kokomo, Indiana 46901
Attn: Corporation Counsel

With Copies to: Barnes & Thornburg LLP
11 South Meridian Street
Indianapolis, IN 46204
Attn: Richard Hall

Bose McKinney & Evans LLP
111 Monument Circle, Suite 2700
Indianapolis, IN 46204
Attn: Dennis H. Otten

15. Term of Agreement. The Term of this Agreement shall be deemed to begin upon execution and delivery hereof by the Parties hereto and shall continue until December 31 of the year following the last year in which the Applicant claims property tax deductions under this Agreement.

16. Miscellaneous Provisions. This Agreement shall not be assigned by the City but may be assigned to an affiliate of the Company or collaterally assigned without the prior written consent of the City. The term "affiliate" shall include any entity in which the Company or one of its members maintain an equity ownership interest. The Applicant shall provide the City with

written notice of any assignment of this Agreement within thirty (30) days of the effective date of such assignment. The Company may also assign this Agreement to any entity which is not an affiliate of the Company with the City's prior written consent, which consent shall not be unreasonably withheld, conditioned, or delayed.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any party whose signature appears thereon, and all of which shall together constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of the party.

Except as set forth below, the provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any of them shall be found to be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby; provided however, if, as a result of a severed section, paragraph, term, condition or provision, the incentives available to Applicant under this Agreement are directly or practically reduced or the obligations of the Applicant under this Agreement are materially enhanced, the Applicant shall have the option to terminate, without penalty, the Agreement, which option shall be deemed waived if not exercised within ninety (90) days of a final determination in such dispute proceeding or by such court of competent jurisdiction or a final written interpretation by the City, as applicable. To the extent the obligation to make the Infrastructure Improvement Payments under the Development Agreement is adjudged to be illegal, then the Applicant shall no longer be required to make any remaining Infrastructure Improvement Payments. In such an event, the Applicant and the City shall promptly negotiate in good faith a revised property tax abatement deduction percentages in the subsequent years of the abatement so that the tax payments owed to the City equal the amount of Infrastructure Improvement Payments that were remaining at the time they were adjudged to be illegal or were refunded to the Applicant as a result of such determination. The parties acknowledge that any revisions to the abatement percentages, as set forth in this paragraph, will be completed to reach the most equitable resolution for the Applicant and the City to capture the benefits contemplated by this Agreement.

No official, director, officer, employee, owner or agent of the City or the Applicant shall be charged personally by the Applicant or the City, or their respective employees or agents

with any liabilities or expenses of defense or be held personally liable to the Applicant or the City under any term or provision of this Agreement or because of the execution by such party of this Agreement or because of any default by such party hereunder.

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties to it and their respective successors, legal representatives and assigns, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third persons to any party to this Agreement, nor shall any provisions give any third persons any rights of subrogation or action over or against any party to this Agreement.

The Applicant may terminate this Agreement or any abatement granted hereunder without penalty at any time upon 30 days written notice for any reason. Notwithstanding the Applicant's election to terminate this Agreement, the Development Agreement and any other agreement between the Applicant and the City shall remain in full force and effect, unless such agreement is terminated by its terms.

17. Remedies; Limitations. The sole and exclusive remedy of the City by reason of any breach of this Agreement by the Applicant shall be limited to the termination or repayment of the applicable property tax abatement provided in accordance this Agreement for the applicable year and for the applicable property tax abatement that such breach occurred or is continuing. For the avoidance of doubt, the City shall make no demand for repayment or claim under or as a result of this Agreement against the members, shareholders or partners of the Applicant and shall look solely to the assets of the Applicant to enforce any demand for repayment or claim arising under or as a result of this Agreement.

(Remainder of page intentionally blank)

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

“Applicant”

StarPlus Energy LLC

By: _____
Seiwon Chun, CEO

“City”

City of Kokomo, Indiana

By: _____

Printed: Ray Collins

Title: Presiding Officer,
Common Council

ATTEST:

City Clerk

Approved as to Legal Adequacy and Form this ____ day of _____, 2023.

Thomas P. Rethlake, Corporation Counsel
City of Kokomo, Indiana

EXHIBIT A
Terms of Tax Increment Revenue Bonds

Upon the Applicant's written request, the City will issue economic development revenue bonds (the "Bonds") secured by the tax increment revenues generated from the Project (as defined in this Agreement) following the expiration of the respective tax abatement on real property in years 11 through 20 for the applicable phase of the Project. The Bonds will be purchased by the Applicant or an affiliate of the Applicant (the "Purchaser") with any funds used to purchase the Bonds being provided immediately back to the Applicant (or its affiliate) to reimburse it for incurred costs on the Project in an amount that equals the par value of the Bonds. The Bonds will be sized upon an agreement between the City and the Purchaser on the projected tax increment revenues generated by the Project after the expiration of the respective real property tax abatement in years 11-20 of the Project. The City will also make available for use by the Applicant tax increment revenues from the property taxes paid on the Project in accordance with the Development Agreement. The City shall issue the Bonds within three months of the City and the Purchaser agreeing to the sizing and other terms of the Bonds which shall be negotiated in good faith among the parties.

In this scenario, the Applicant would be required to pay the real property taxes as they become due and payable every May and November to Howard County (the "County"). In June and December of each year, the County would distribute the tax increment revenues to the City. The City would make a debt service payment to the Purchaser of the Bonds based on the structure that was established when the Bonds were issued. This would typically occur 30 days after the City receives the tax increment payment from the County.

In this transaction, since there is no current assessed value, other than for the land which could not be abated, all of the real property taxes would be considered increment and the Purchaser would receive all of the tax increment estimated to be generated by the Project through year 20 for the applicable phase of the Project.

The parties further agree the Bonds issued shall be subordinate to the Infrastructure Improvement Payments (as defined in the Development Agreement) with respect to the receipt of TIF Revenues (as defined in the Development Agreement), and subject to such terms or conditions required to effectuate the intent of Section 6 of the Development Agreement, as mutually agreed upon by the parties.

RESOLUTION NO. 2803

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA APPROVING (1) A DECLARATORY RESOLUTION AND ECONOMIC DEVELOPMENT PLAN OF THE CITY OF KOKOMO REDEVELOPMENT COMMISSION ESTABLISHING THE TRIBUNE APARTMENTS ECONOMIC DEVELOPMENT AREA, WHICH DECLARATORY RESOLUTION ALSO REMOVES CERTAIN PROPERTY FROM THE CONSOLIDATED DOWNTOWN-SOUTHEAST ECONOMIC DEVELOPMENT AREA, AND (2) THE ORDER OF THE CITY OF KOKOMO PLAN COMMISSION RELATED THERETO

WHEREAS, on October 3, 2023, the City of Kokomo Redevelopment Commission (the “Redevelopment Commission”) adopted a declaratory resolution (the “Declaratory Resolution”) initially approving an Economic Development Plan (the “Plan”) for the Tribune Apartments Economic Development Area (the “Area”) and declaring that the Area is an economic development area and subject to economic development activities pursuant to Indiana Code 36-7-14 and Indiana Code 36-7-25 (the “Act”); and

WHEREAS, pursuant to the Declaratory Resolution, the Redevelopment Commission approved the removal of the territory in the Area from the Consolidated Downtown-Southeast Economic Development Area and allocation area so that the Area could be established as a new and separate economic development area and allocation area in accordance with the Act; and

WHEREAS, the Redevelopment Commission submitted the Declaratory Resolution and Plan to the City of Kokomo Plan Commission (the “Plan Commission”) for its consideration; and

WHEREAS, on October 10, 2023, the Plan Commission approved the Plan and the Declaratory Resolution; and

WHEREAS, the Act requires approval of the Declaratory Resolution, the Plan and the action of the Plan Commission by the Common Council of the City of Kokomo, Indiana (the “City”); and

WHEREAS, the Act further requires approval of the determination that the Area is an economic development area pursuant to the Act by the Common Council of the City;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City, as follows:

Section 1. The Declaratory Resolution and Plan for the Area attached hereto as Exhibit A are in all respects approved, ratified and confirmed by the Common Council.

Section 2. The action of the Plan Commission approving the Plan and the Declaratory Resolution is in all respects approved, ratified and confirmed by the Common Council.

Section 3. The determination of the Commission that the Area is an economic development area pursuant to the Act is in all respects approved, ratified and confirmed by the Common Council.

Section 4. The Clerk of the City is hereby directed to file a copy of the Declaratory Resolution, the Plan and the approving order of the Plan Commission with the permanent minutes of this meeting.

Section 5. This resolution shall be effective from and after its passage and execution by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Kokomo, Howard County, Indiana, this 16th day of October, 2023.

COMMON COUNCIL OF THE CITY OF
KOKOMO, INDIANA

By: _____
Presiding Officer

ATTEST:

Diane Howard, Clerk
City of Kokomo

Presented by me to the Mayor of the City of Kokomo, Howard County, Indiana, this
_____ day of _____, 2023.

Diane Howard, Clerk
City of Kokomo

Signed and approved by me upon this _____ day of _____, 2023.

Tyler O. Moore, Mayor
City of Kokomo

EXHIBIT A

Declaratory Resolution and Plan

**KOKOMO REDEVELOPMENT COMMISSION
RESOLUTION NO. 2023-06**

**DECLARATORY RESOLUTION OF KOKOMO REDEVELOPMENT
COMMISSION (I) REMOVING PARCELS FROM THE
CONSOLIDATED DOWNTOWN-SOUTHEAST ECONOMIC
DEVELOPMENT AREA AND ALLOCATION AREA AND (II)
ESTABLISHING THE TRIBUNE APARTMENTS ECONOMIC
DEVELOPMENT AREA AND ALLOCATION AREA**

WHEREAS, the Kokomo Redevelopment Commission (the “Commission”), a redevelopment commission organized and acting pursuant to the provisions of Indiana Code 36-7-14 and Indiana Code 36-7-25 (collectively, the “Act”), has investigated, studied and surveyed economic development areas within the City of Kokomo, Indiana (the “City”); and

WHEREAS, the Commission has selected an economic development area to be developed pursuant to the Act; and

WHEREAS, the Commission has prepared an economic development plan (the “Plan”) for the selected economic development area (“Area”), which Plan is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Commission has caused to be prepared maps and plats showing (i) the boundaries of the Area, the location of various parcels of property, streets, alleys and other features affecting the acquisition, clearance, replatting, replanning, rezoning or redevelopment of the Area, indicating that all parcels of property are currently to be excluded from the acquisition list and (ii) the parts of the acquired portions of the Area, if any, that are to be devoted to public ways, levees, sewerage, parks, playgrounds, and other public purposes under the Plan; and

WHEREAS, the Commission has caused to be prepared an estimate of the cost of economic development of the Area; and

WHEREAS, the Area includes territory that is currently in the Consolidated Downtown Southeast-Economic Development Area and allocation area (collectively, the “Consolidated Downtown Area”) established by the Commission pursuant to its Resolution No. 2018-01, adopted on July 10, 2018, as confirmed by its Resolution No. 2018-02, adopted on August 13, 2018 (collectively, the “Consolidated Downtown Area Resolutions”); and

WHEREAS, in connection with the establishment of the Area, the Commission has determined that the territory within the Area to be established pursuant to this resolution should be removed from the Consolidated Downtown Area and that the Consolidated Downtown Area Resolutions and the consolidated plan for the Consolidated Downtown Area, as approved by the Consolidated Downtown Area Resolutions (the “Consolidated Downtown Area Plan”), should be amended to reflect such removal;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION THAT:

Section 1. The Commission has selected the Area as an economic development area within the corporate boundaries of the City. The Area is described in Exhibit B attached hereto and incorporated herein by reference which includes a description of the Area, parcel numbers for the parcels in the Area, and a map of the Area. The Area is hereby designated as the "Tribune Apartments Economic Development Area". In connection with the establishment of the Area, the territory within the Area is hereby removed from the Consolidated Downtown Area and the Consolidated Downtown Area Resolutions and Consolidated Downtown Area Plan are hereby amended to reflect such removal.

Section 2. The Commission finds that the Plan for the Area:

- (a) Promotes significant opportunities for the gainful employment of the citizens of the City;
- (b) Assists in the attraction of major new business enterprises to the City;
- (c) Benefits the public health, safety, morals and welfare of the citizens of the City;
- (d) Increases the economic well-being of the City and the State of Indiana; and
- (e) Serves to protect and increase property values in the City and the State of Indiana.

Section 3. The Commission finds that the Plan cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed the Commission under the Act because of the lack of local public improvements and other similar conditions.

Section 4. The Commission finds that the public health and welfare will be benefited by the accomplishment of the Plan for the Area, specifically by the construction of (a) utility improvements, including water, sewer and storm water improvements, to ensure reasonable and appropriate utility services to the Area, (b) demolition of existing structures to make the Area suitable for development, (c) installation of green spaces in the Area and/or (d) other improvements necessary for the development of the Area, including economic development project improvements in or serving the Area. These improvements (collectively, "Improvements") promote public health and welfare for the citizens of the City by enhancing redevelopment in the Area through the provision of adequate utility services (water, sewer and storm water) to the Area and by making the Area more suitable for development through the construction of economic development project improvements.

Section 5. The Commission finds that the accomplishment of the Plan will be of public utility and benefit as measured by the attraction of permanent jobs, an increase in the property tax base, improved diversity of the economic base, and other similar benefits, specifically by providing the construction of the Improvements to encourage and enable the development of new businesses in the Area, and the retention of and fostering of growth of existing businesses around the Area.

Section 6. The Plan conforms to other development and redevelopment plans for the City.

Section 7. The Commission does not currently propose to acquire interests in real property within the boundaries of the Area.

Section 8. The Commission estimates the cost of implementing the Plan will be approximately \$2,500,000 (this estimate includes the construction of the Improvements).

Section 9. The Commission finds that no residents of the Area will be displaced by any project resulting from the Plan; and, therefore, the Commission finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents, if any. The Commission will take no actions that will result in the displacement of residential areas.

Section 10. This paragraph constitutes the “allocation provision” for purposes of Indiana Code 36-7-14-39. The entire Area shall constitute an allocation area as defined in Indiana Code 36-7-14-39 (“Allocation Area”). Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Allocation Area shall be allocated and distributed in accordance with Indiana Code 36-7-14-39 or any applicable successor provision. This allocation provision shall be effective immediately and shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the Allocation Area. The base assessment date for the Allocation Area is January 1, 2023.

Section 11. The Commission finds that the removal of the territory in the Area from the Consolidated Downtown Area for the purpose of enabling the creation of the Area as a separate economic development area and allocation area is in accordance with the Act and is necessary and appropriate to carry out the purposes of this resolution. The Commission further finds that the amendment of the Consolidated Downtown Area Resolutions and Consolidated Downtown Area Plan as approved in Section 1 of this resolution will not adversely impact the interests of any holders of any obligations secured by tax increment revenues derived from the Consolidated Downtown Area.

Section 12. The presiding officer of the Commission is hereby authorized and directed to submit this resolution and the Plan to the City of Kokomo Plan Commission (“Plan Commission”) for its approval.

Section 13. The Commission also directs the presiding officer, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council of the City to publish notice of the adoption and substance of this resolution in accordance with Indiana Code 5-3-1-4 and to file notice with the Plan Commission, Board of Zoning Appeals, Board of Public Works, Park Board, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared

and can be inspected at the office of the City's department of development and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed project and will determine the public utility and benefit of the proposed project. Copies of the notice shall also be filed with the officer authorized to fix budgets, tax rates and tax levies under Indiana Code 6-1.1-17-5 for each taxing unit that is either wholly or partly located within the proposed Allocation Area.

Section 14. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the Allocation Area which includes (a) the estimated economic benefits and costs incurred by the Allocation Area, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values and (b) the anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the Allocation Area (a copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Indiana Code 36-7-14-17 at least 10 days prior to the date of the hearing described in Section 13 hereof).

Section 15. The Commission further directs the presiding officer to submit this resolution to the Common Council of the City for its approval of the establishment of the Area.

Section 16. This resolution shall be effective as of the date of its adoption.

Passed and adopted at a meeting of the Kokomo Redevelopment Commission this 3rd
day of October, 2023.

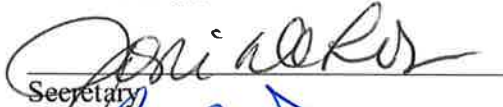
KOKOMO REDEVELOPMENT
COMMISSION

President



Vice-President

Secretary



Member



Member

EXHIBIT A

The Plan

**ECONOMIC DEVELOPMENT PLAN
FOR THE TRIBUNE APARTMENTS
ECONOMIC DEVELOPMENT AREA
KOKOMO REDEVELOPMENT COMMISSION**

Purpose and Introduction

This document is the Economic Development Plan (the “Plan”) for the Tribune Apartments Economic Development Area (the “Area”) for the City of Kokomo, Indiana (the “City”). This Plan is intended for approval by the Common Council of the City, the Kokomo Plan Commission and the Kokomo Redevelopment Commission (“Commission”) in compliance with Indiana Code 36-7-14.

Project Objectives

The purposes of the Plan are to benefit the public health, safety, morals, and welfare of the citizens of the City; increase the economic well-being of the City and the State of Indiana; and serve to protect and increase property values in the City and the State of Indiana. The Plan is designed to (i) promote significant opportunities for the gainful employment of citizens of the City, (ii) assist in the attraction of one or more major new business enterprises to the City, (iii) provide for local public improvements in, serving or benefiting the Area, (iv) attract and retain jobs, (v) increase the property tax base and (vi) improve the diversity of the economic base of the City.

Description of Area

The Area is depicted in the map attached to the Declaratory Resolution of which this Plan is a part as Exhibit B and is generally described as follows:

The Area is located in downtown in the City and is bounded on the north by East Taylor Street, on the west by North Union Street, on the south by East Mulberry Street and on the east by North Market Street. The Area is approximately 0.93 acres in size.

The Area includes the following parcels:

34-03-36-236-007.000-002
34-03-36-236-009.000-002

Project Description

All projects for the Area are in, serving or benefiting the Area. The following projects (“Projects”) will be constructed in connection with the economic development of the Area (such projects may be constructed by the Commission and/or a private developer):

1. *Utility Infrastructure Improvements* - Utility improvements (e.g., water, sewer and storm water) shall be constructed in and around the Area to assure the provision of adequate utility services to the Area. The costs of

such improvements shall include any necessary design costs, construction of mains, storm sewers, waterworks and sewage works, utility relocation costs and any such other costs related to the provision of utility services to the Area.

2. *Demolition* – Demolition of existing structures in the Area shall be conducted to promote the construction of new development in the Area.
3. *Green Spaces* – Green spaces shall be constructed within the Area consistent with new development in the Area. The costs of such green spaces shall include any necessary design costs, construction and any such other costs related to the provision of green spaces in the Area.
4. *Economic Development Projects* – Economic development projects which constitute local public improvements and are capital projects shall be acquired and/or constructed to foster and encourage the orderly development of the Area.

The total estimated cost of the Projects is \$2,500,000. The Commission anticipates that the construction of the Projects will encourage development in the Area.

Economic Benefits of Projects

The Projects are anticipated to facilitate the growth and diversification of the property tax base, including additional investment in the Area from businesses in the estimated amount of at least \$6,500,000 in the next three (3) years. This additional investment is anticipated to result in additional employment opportunities in the Area while preserving and enhancing existing employment in the Area. Substantial increased development in the Area is anticipated based upon these and other improvements contemplated for the Area. The Commission currently anticipates that the Area will be developed to include mixed-use retail and multi-family housing units with multiple buildings.

Acquisition of Property

The Commission has no plans to acquire property in the Area. The Commission shall follow the procedures in Indiana Code 36-7-14-19 in any future acquisition of property. The Commission will take no actions with respect to acquiring residential areas or otherwise relocating any residences. In the event the Commission determines to acquire interests in any real property in the Area it will amend this Plan in accordance with Indiana Code 36-7-14, as amended.

Disposal of Property

The Commission may dispose of real property acquired, if any, by sale or lease to the public after causing to be prepared two (2) separate appraisals of the sale value or rental value to be made by independent appraisers. However, if the real property is less

than five (5) acres in size and the fair market value of the real property or interest has been appraised by one (1) independent appraiser at less than Ten Thousand Dollars (\$10,000), the second appraisal may be made by a qualified employee of the Commission. The Commission will prepare an offering sheet and will maintain maps and plats showing the size and location of all parcels to be offered. Notice will be published of any offering in accordance with Indiana Code 5-3-1. The Commission will follow the procedures of Indiana Code 36-7-14-22 in making a sale or lease of real property acquired.

Allocation Area

The entire Area shall constitute an allocation area as defined in Indiana Code 36-7-14-39 (“Allocation Area”). Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Allocation Area shall be allocated and distributed in accordance with Indiana Code 36-7-14-39 or any applicable successor provision. This allocation provision shall be effective immediately and expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the Allocation Area. The base assessment date for the Allocation Area is January 1, 2023.

Amendment of the Plan

The Commission may amend the Plan by following the procedures set forth in Indiana Code 36-7-14-15 through 17.5.

EXHIBIT B

Description of the Area, Parcel Numbers and Map

Description of the Area

The Area is located in downtown in the City and is bounded on the north by East Taylor Street, on the west by North Union Street, on the south by East Mulberry Street and on the east by North Market Street. The Area is approximately 0.93 acres in size.

Parcel List for the Area

The following parcels are included in the Area:

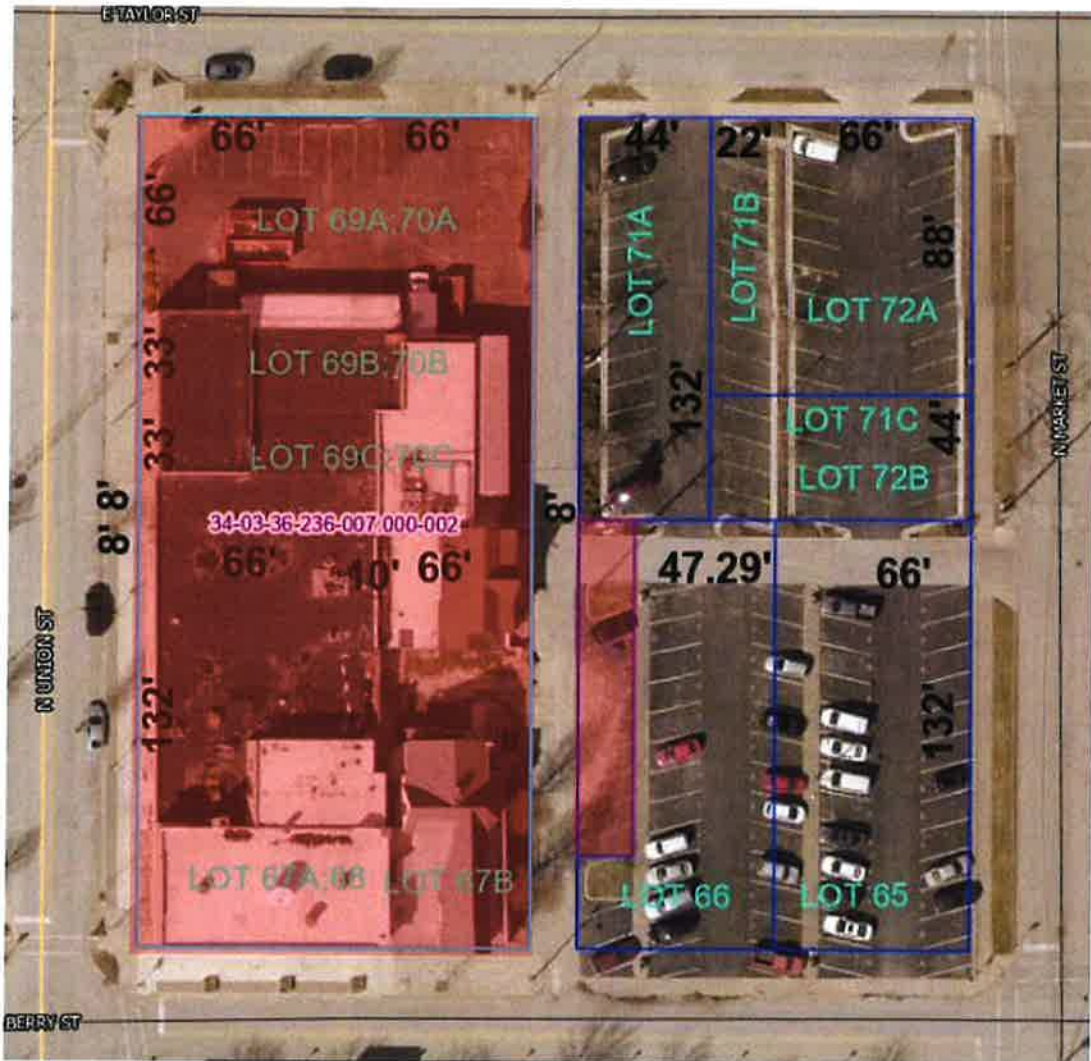
Parcel Numbers: 34-03-36-236-007.000-002
 34-03-36-236-009.000-002

(note, none of the parcels is on an acquisition list of the Commission)

Map of the Area

A map of the Area is included on the following page to this Exhibit B.

Map of Area (note the Area is shaded in red)



RESOLUTION NO. 2804

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA, APPROVING (1) A DECLARATORY RESOLUTION AND AMENDMENTS TO THE ECONOMIC DEVELOPMENT PLAN OF THE CITY OF KOKOMO REDEVELOPMENT COMMISSION CONCERNING THE ENLARGEMENT OF THE INDUSTRIAL PARK CONSOLIDATED ECONOMIC DEVELOPMENT AREA AND CONSOLIDATION OF THE INDUSTRIAL PARK WEST ALLOCATION AREA AND INDUSTRIAL PARK EAST ALLOCATION AREA, AND (2) THE ORDER OF THE CITY OF KOKOMO PLAN COMMISSION RELATED THERETO

WHEREAS, on August 31, 2022, the Kokomo Redevelopment Commission (the “Redevelopment Commission”), acting in accordance with Indiana Code 36-7-14 and Indiana Code 36-7-25 (collectively, the “Act”), adopted its Resolution No. 2022-07 (the “Original Declaratory Resolution”) which, among other matters, (i) extended the boundaries of the Industrial Park Economic Development Area, as previously established by the Redevelopment Commission, and renamed such area as the “Industrial Park Consolidated Economic Development Area” (the “Industrial Park Consolidated Area”); (ii) removed certain property from the allocation area for the Industrial Park Economic Development Area and renamed such area as the “Industrial Park West Allocation Area” (the “Industrial Park West Allocation Area”); (iii) designated a new area as a separate allocation area known as the “Project Fusion Allocation Area”; (iv) designated a new area as a separate allocation area known as the “Engine Plant Allocation Area”; (v) designated certain corporate entities as described in the Original Declaratory Resolution as “designated taxpayers” for purposes of Section 39.3 of the Act; (vi) designated a new area as a separate allocation area known as the “Industrial Park East Allocation Area” (the “Industrial Park East Allocation Area”); and (vii) amended the Economic Development Plan for the Industrial Park Economic Development Area to reflect the above actions (such plan, as so amended, herein the “Plan”); and

WHEREAS, on October 12, 2022, following a public hearing, the Redevelopment Commission adopted its Resolution No. 2022-11 (the “Original Confirmatory Resolution”, together with the Original Declaratory Resolution, the “Original Resolutions”) confirming the Original Declaratory Resolution and confirming the Plan; and

WHEREAS, on October 3, 2023, the Redevelopment Commission adopted a declaratory resolution (the “Declaratory Resolution”) amending the Original Resolutions to (i) enlarge the Industrial Park Consolidated Area, (ii) consolidate the Industrial Park West Allocation Area and the Industrial Park East Allocation Area and (iii) approve certain amendments to the Plan in connection therewith; and

WHEREAS, the Redevelopment Commission submitted the Declaratory Resolution and the Plan, as amended thereby, to the City of Kokomo Plan Commission (the “Plan Commission”) for its consideration; and

WHEREAS, on October 10, 2023, the Plan Commission approved Declaratory Resolution and the Plan for the Industrial Park Consolidated Area, as amended by the Declaratory Resolution; and

WHEREAS, the Act requires approval of the Declaratory Resolution, the Plan for the Industrial Park Consolidated Area, as amended by the Declaratory Resolution, and the action of the Plan Commission by the Common Council of the City; and

WHEREAS, the Act further requires approval of the determination that the Industrial Park Consolidated Area is an economic development area pursuant to the Act by the Common Council of the City;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City, as follows:

Section 1. The Declaratory Resolution and Plan for the Industrial Park Consolidated Area, as amended by the Declaratory Resolution, attached hereto as Exhibit A are in all respects approved, ratified and confirmed by the Common Council.

Section 2. The action of the Plan Commission approving the Declaratory Resolution and the Plan as amended thereby is in all respects approved, ratified and confirmed by the Common Council.

Section 3. The determination of the Commission that the Industrial Park Consolidated Area, as enlarged by the Declaratory Resolution, is an economic development area pursuant to the Act is in all respects approved, ratified and confirmed by the Common Council.

Section 4. The Clerk of the City is hereby directed to file a copy of the Declaratory Resolution, the Plan, as amended thereby, and the approving order of the Plan Commission with the permanent minutes of this meeting.

Section 5. This resolution shall be effective from and after its passage and execution by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Kokomo, Howard County, Indiana, this 16th day of October, 2023.

COMMON COUNCIL OF THE CITY OF
KOKOMO, INDIANA

By: _____
Presiding Officer

ATTEST:

Diane Howard, Clerk
City of Kokomo, Indiana

Presented by me to the Mayor of the City of Kokomo, Howard County, Indiana, this
_____ day of _____, 2023.

Diane Howard, Clerk
City of Kokomo, Indiana

Signed and approved by me upon this _____ day of _____, 2023.

Tyler O. Moore, Mayor
City of Kokomo, Indiana

EXHIBIT A

Declaratory Resolution and Plan as amended

**KOKOMO REDEVELOPMENT COMMISSION
RESOLUTION NO. 2023-07**

**RESOLUTION OF THE KOKOMO REDEVELOPMENT COMMISSION
ENLARGING THE INDUSTRIAL PARK CONSOLIDATED ECONOMIC
DEVELOPMENT AREA IN CONNECTION WITH THE CONSOLIDATION OF THE
INDUSTRIAL PARK WEST ALLOCATION AREA AND THE INDUSTRIAL PARK
EAST ALLOCATION AREA**

WHEREAS, on August 31, 2022, the Kokomo Redevelopment Commission (the “Commission”), acting in accordance with Indiana Code 36-7-14 and Indiana Code 36-7-25 (collectively, the “Act”), adopted its Resolution No. 2022-07 (the “Original Declaratory Resolution”) which, among other matters, (i) extended the boundaries of the Industrial Park Economic Development Area, as previously established by the Commission, and renamed such area as the “Industrial Park Consolidated Economic Development Area” (the “Industrial Park Consolidated Area”); (ii) removed certain property from the allocation area for the Industrial Park Economic Development Area and renamed such area as the “Industrial Park West Allocation Area” (the “Industrial Park West Allocation Area”); (iii) designated a new area as a separate allocation area known as the “Project Fusion Allocation Area”; (iv) designated a new area as a separate allocation area known as the “Engine Plant Allocation Area; (v) designated certain corporate entities as described in the Original Declaratory Resolution as “designated taxpayers” for purposes of Section 39.3 of the Act; (vi) designated a new area as a separate allocation area known as the “Industrial Park East Allocation Area” (the “Industrial Park East Allocation Area”); and (vii) amended the Economic Development Plan for the Industrial Park Economic Development Area to reflect the above actions (such plan, as so amended, herein the “Plan”); and

WHEREAS, on October 12, 2022, following a public hearing, the Commission adopted its Resolution No. 2022-11 (the “Original Confirmatory Resolution”, together with the Original Declaratory Resolution, the “Original Resolutions”) confirming the Original Declaratory Resolution and confirming the Plan; and

WHEREAS, the aforementioned allocation areas and Industrial Park Consolidated Area are more particularly described in the map attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Commission has conducted an investigation and made studies of the Industrial Park Consolidated Area, including the Industrial Park West Allocation Area and the Industrial Park East Allocation Area (collectively, the “West/East Allocation Areas”), and finds that the West/East Allocation Areas should be consolidated to further foster and encourage economic development of the Industrial Park Consolidated Area as contemplated by the Plan as hereby amended; and

WHEREAS, in order to consolidate the West/East Allocation Areas, the Commission finds that the area as described in Exhibit B attached hereto and incorporated herein by reference (the “Enlarged Area”), should be made a part of the Industrial Park Consolidated Area and West/East Allocation Areas thereby connecting and consolidating said areas; and

WHEREAS, in connection with the consolidation of the West/East Allocation Areas through the addition of the Enlarged Area, the Commission has determined that the Plan should be amended for purposes of including the Enlarged Area; and

WHEREAS, the Commission has caused to be prepared maps and plats showing (i) the boundaries of the Enlarged Area, the location of various parcels of property, streets, alleys and other features affecting the acquisition, clearance, replatting, replanning, rezoning or economic development of the Enlarged Area, indicating that all parcels of property in the Enlarged Area are to be excluded from any acquisition list of the Commission and (ii) the parts of the Enlarged Area, if any, that are to be devoted to public ways, levees, sewerage, parks, playgrounds, and other public purposes under the Plan, as hereby amended; and

WHEREAS, the Plan, as hereby amended, satisfies the criteria set forth in the Act for designating and enlarging an economic development area and allocation area; and

WHEREAS, the Commission does not propose to acquire any parcels of property in the Enlarged Area; and

WHEREAS, the Commission has prepared an estimate of the cost of the economic development of the Enlarged Area;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION THAT:

Section 1. The foregoing recitals are hereby incorporated by reference.

Section 2. The Industrial Park Consolidated Area, including the West/East Allocation Areas, as more particularly described in the map attached hereto as Exhibit A and incorporated herein by reference, are hereby enlarged to include the Enlarged Area. The West/East Allocation Areas, together with the Enlarged Area, are hereby consolidated and shall be known as the "Consolidated West/East Industrial Park Allocation Area" (the "Consolidated West/East Allocation Area"). A description and map of the Enlarged Area is attached hereto as Exhibit B and incorporated herein by reference which also reflects the Consolidated West/East Allocation Area. The Industrial Park Consolidated Area as enlarged to include the Enlarged Area shall continue to be designated as an economic development area in accordance with the Act. The Industrial Park Consolidated Area as enlarged to include the Enlarged Area is described in the map attached hereto as Exhibit B and incorporated herein by reference.

Section 3. The Plan is hereby amended to include the amendments set forth in Exhibit C attached hereto and incorporated herein by reference (the "Consolidation Plan Amendments"), which Consolidation Plan Amendments amend the Plan to include, among other matters, (i) the boundaries of the Industrial Park Consolidated Area as enlarged; (ii) the projects to be added to the Industrial Park Consolidated Area as enlarged (the "Projects"); (iii) the Consolidated West/East Allocation Area; and (iv) the costs of the Projects which are estimated at \$17,750,000, inclusive of financing costs.

Section 4. The Plan, as hereby amended to include the Consolidation Plan Amendments:

- (a) Promote significant opportunities for the gainful employment of the citizens within the Redevelopment District;
- (b) Assist in the attraction of major new business enterprises in the City;
- (c) Benefit the public health, safety, morals and welfare of the citizens of the City;
- (d) Increase the economic well-being of the City and the State of Indiana; and
- (e) Serve to protect and increase property values in the City and the State of Indiana.

Section 5. The Plan, as hereby amended to include the Consolidation Plan Amendments, cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed under the Act because of the lack of local public improvements and other similar conditions, specifically: the cost of infrastructure improvements needed to serve the Industrial Park Consolidated Area, including (i) obtaining safe, reliable, efficient and reasonable access to the Industrial Park Consolidated Area, (ii) providing adequate utility and public safety service to the Industrial Park Consolidated Area, (iii) reasonable and appropriate municipal facility and park improvements to serve the Industrial Park Consolidated Area, and (iv) economic development project facility improvements, prevents the improvements from being accomplished by private enterprise and there is no regulatory process available to build infrastructure or provide incentives to encourage economic growth in the Industrial Park Consolidated Area.

Section 6. The public health and welfare will be benefited by the accomplishment of the Plan, as hereby amended to include the Consolidation Plan Amendments.

Section 7. The accomplishment of the Plan, as hereby amended to include the Consolidation Plan Amendments, will be of public utility and benefit as measured by:

- (a) The attraction or retention of permanent jobs;
- (b) An increase in the property tax base; and
- (c) An improved diversity of the economic base.

Section 8. The Plan, as hereby amended to include the Consolidation Plan Amendments, conform to other development and redevelopment plans for the City.

Section 9. The Commission does not plan to acquire any parcels of property in the Enlarged Area. No residents of the Enlarged Area will be displaced by any Project for the Enlarged Area; and, therefore, the Commission finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents, if any, in the Enlarged Area.

Section 10. The Commission estimates the additional cost of implementing the Plan, as hereby amended to include the Consolidation Plan Amendments, will be approximately \$17,750,000.

Section 11. As hereinbefore provided in Section 1, the West/East Allocation Areas are hereby enlarged and consolidated to include the Enlarged Area (as so enlarged and as hereinbefore provided such area is herein defined as the “Consolidated West/East Allocation Area”). The Consolidated West/East Allocation Area is reflected in the map attached hereto as Exhibit B. The portions of the Consolidated West/East Allocation Area consisting of the Industrial Park West Allocation Area and the Industrial Park East Allocation Area shall continue to maintain their original respective base assessment dates and termination dates in accordance with the Act and the Original Resolutions. With respect to the Enlarged Area portion of the Consolidated West/East Allocation Area (see Exhibit B for a description of the Enlarged Area), any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Enlarged Area shall be allocated and distributed in accordance with Indiana Code 36-7-14-39 or any applicable successor provision. With respect only to the Enlarged Area portion of the Consolidated West/East Allocation Area, this allocation provision shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the Consolidated West/East Allocation Area. The base assessment date for the Enlarged Area portion of the Consolidated West/East Allocation Area is January 1, 2023. This paragraph constitutes the “allocation provision” for purposes of Indiana Code 36-7-14-39.

Section 12. All of the rights, powers, privileges, and immunities that may be exercised by the Commission in a redevelopment area or urban renewal area may be exercised by the Commission in the Industrial Park Consolidated Area, as hereby enlarged, subject to the limitations of Indiana Code 36-7-14-43.

Section 13. The presiding officer of the Commission is hereby authorized and directed to submit this resolution and the Plan, as hereby amended to include the Consolidation Plan Amendments, to the Kokomo Plan Commission (the “Plan Commission”) for its approval.

Section 14. The Commission also directs the presiding officer, after receipt of the written order of approval of the Plan Commission which has been approved by the Common Council of the City to publish notice of the adoption and substance of this resolution in accordance with Indiana Code 5-3-1-4 and to file notice with the Plan Commission, Board of Zoning Appeals, Board of Public Works, Park Board, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the City’s department of redevelopment and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed project and will determine the public utility and benefit of the proposed Projects. Copies of the notice shall also be (i) filed with the officer authorized to fix budgets, tax rates and tax levies under Indiana Code 6-1.1-17-5 for each taxing unit that is either wholly or partly located within the proposed Enlarged Area and (ii)

mailed in accordance with Indiana Code 36-7-14-17.5 to any affected neighborhood associations and property owners in the Enlarged Area.

Section 15. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the Enlarged Area which includes (a) the estimated economic benefits and costs incurred by the Enlarged Area, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values and (b) the anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the Enlarged Area (a copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Indiana Code 36-7-14-17 at least 10 days prior to the date of the hearing described in Section 14 hereof).

Section 16. The Commission further directs the presiding officer to submit this resolution to the Common Council of the City for its approval of the consolidation of the West/East Allocation Areas through the addition of the Enlarged Area and the enlargement of the Industrial Park Consolidated Area in connection therewith.

Section 17. All resolutions and parts of resolutions in conflict herewith are hereby repealed. The provisions of the Original Resolutions not amended hereby shall remain in full force and effect.

Section 18. The amendments made to the Original Resolutions hereby are reasonable and appropriate when considered in relation to the Original Resolutions, the Plan and the purposes of the Act.

Section 19. If any section, paragraph or provision of this resolution shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this resolution.

Section 20. This resolution shall be in full force and effect from and after its passage.

Passed and adopted at a meeting of the Kokomo Redevelopment Commission this 3rd
day of October, 2023.

KOKOMO REDEVELOPMENT COMMISSION

President

Tom M. [Signature]

Vice-President

Josi Nelson
Secretary

[Signature]
Member

Member

EXHIBIT A

Map of Industrial Park Consolidated Area, including West/East Allocation Areas

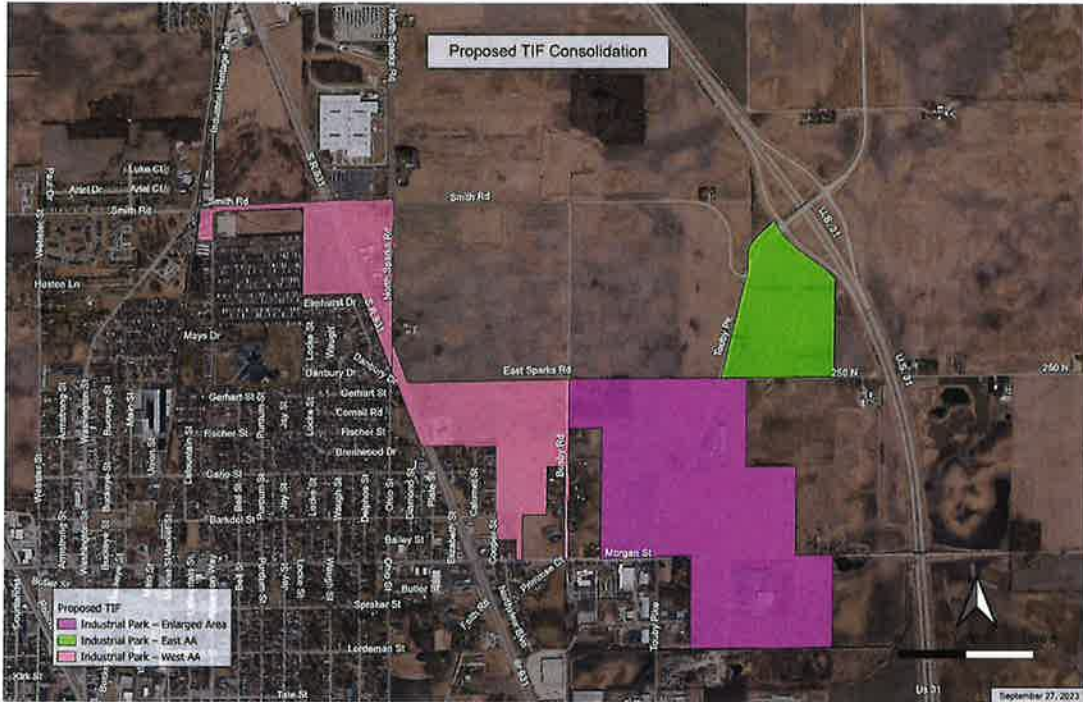


EXHIBIT B

Description of the Enlarged Area, Including Map and Parcel List

Description

The Enlarged Area is generally described as the Industrial Park Expansion Area.

Parcel List

34-03-13-480-010.000-003
34-04-19-127-005.000-002
34-04-19-127-004.000-002
34-04-20-300-037.000-002
34-04-20-300-016.000-002
34-04-20-300-001.000-002
34-04-20-300-012.000-002
34-04-20-300-017.000-002
34-04-20-300-014.000-002
34-04-20-300-015.000-002
34-04-20-200-001.000-002
34-04-19-478-008.000-002
34-04-19-126-004.000-002
34-04-19-127-001.000-002
34-04-19-127-007.000-002
34-04-19-182-002.000-002
34-04-19-182-001.000-002
34-03-24-228-002.000-002
34-04-19-101-002.000-002
34-04-19-127-006.000-002
34-04-19-127-002.000-002
34-03-24-228-001.000-002
34-04-20-400-003.000-002
34-04-19-126-001.000-002
34-04-19-126-003.000-002
34-04-29-200-001.000-002
34-04-19-426-002.000-002
34-04-19-402-001.000-002
34-04-29-200-018.000-002
34-03-24-228-016.000-002
34-04-19-200-001.000-002
34-04-19-426-004.000-002
34-04-19-200-007.000-002
34-04-19-426-003.000-002
34-04-19-426-001.000-002

Map

See the following page of this Exhibit B.

Map of Enlarged Area



EXHIBIT C

Consolidation Plan Amendments

ECONOMIC DEVELOPMENT PLAN FOR THE INDUSTRIAL PARK CONSOLIDATED ECONOMIC DEVELOPMENT AREA

AMENDMENTS TO INCLUDE ENLARGED AREA

The Economic Development Plan for the Industrial Park Consolidated Economic Development Area (the “Plan”) is hereby amended pursuant to the resolution of the Kokomo Redevelopment Commission (the “Commission”) of which these amendments to the Plan are a part (the “Consolidating Resolution”) as follows:

Description of Area

The boundaries of the Industrial Park Consolidated Economic Development Area are hereby enlarged to include the Industrial Park Expansion Area (the “Enlarged Area”). The Enlarged Area shall connect the Industrial Park West Allocation Area and the Industrial Park East Allocation Area (collectively, the “West/East Allocation Areas”) within the Industrial Park Economic Development Area, as enlarged. The Enlarged Area is described and reflected in the map attached as Exhibit B of the Consolidating Resolution. The Industrial Park Economic Development Area, as enlarged by the Enlarged Area, and the West/East Allocation Areas as enlarged and consolidated by the Enlarged Area, are also reflected in the map attached as Exhibit B of the Consolidating Resolution.

Allocation Area

The West/East Allocation Areas are hereby enlarged and consolidated to include the Enlarged Area (as so enlarged, the “Consolidated West/East Allocation Area”). The Consolidated West/East Allocation Area is reflected in the map attached to the Consolidating Resolution as Exhibit B. The portions of the Consolidated West/East Allocation Area consisting of the Industrial Park West Allocation Area and the Industrial Park East Allocation Area shall continue to maintain their original respective base assessment dates and termination dates in accordance with the Act (as defined in the Consolidating Resolution) and the Original Resolutions (as defined in the Consolidated Resolution). With respect to the Enlarged Area portion of the Consolidated West/East Allocation Area (see Exhibit B of the Consolidating Resolution), any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Enlarged Area shall be allocated and distributed in accordance with Indiana Code 36-7-14-39 or any applicable successor provision. With respect only to the Enlarged Area portion of the Consolidated West/East Allocation Area, this allocation provision shall expire no later than 25 years after the date on which the first obligation is

incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the Consolidated Allocation Area. The base assessment date for the Enlarged Area portion of the Consolidated West/East Allocation Area is January 1, 2023. This paragraph constitutes the “allocation provision” for purposes of Indiana Code 36-7-14-39.

Project Description

The total estimated costs of the projects as set forth in the Plan is hereby amended to include an additional cost of \$17,750,000 as a result of the inclusion of the Enlarged Area (and thereby consolidation of the Industrial Park West Allocation Area and Industrial Park East Allocation Area), which is inclusive of financing costs. The projects resulting from the inclusion of the Enlarged Area consist of any necessary road improvements, public safety improvements, park improvements, utility improvements and economic development projects necessary in connection with the economic development of the Park West Allocation Area and Park East Allocation Area as enlarged and consolidated by the Enlarged Area.

Effective Date

These amendments to the Plan shall take effect upon adoption by the Commission of its confirming resolution confirming the Consolidating Resolution. Any provisions of the Plan not amended hereby shall remain in full force and effect.

RESOLUTION NO. 2805

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF KOKOMO, INDIANA APPROVING (1) A DECLARATORY RESOLUTION AND ECONOMIC DEVELOPMENT PLAN OF THE CITY OF KOKOMO REDEVELOPMENT COMMISSION ESTABLISHING THE SOUTH SIDE ECONOMIC DEVELOPMENT AREA AND (2) THE ORDER OF THE CITY OF KOKOMO PLAN COMMISSION RELATED THERETO

WHEREAS, on October 3, 2023, the City of Kokomo Redevelopment Commission (the “Redevelopment Commission”) adopted a declaratory resolution (the “Declaratory Resolution”) initially approving an Economic Development Plan (the “Plan”) for the South Side Economic Development Area (the “Area”) and declaring that the Area is an economic development area and subject to economic development activities pursuant to Indiana Code 36-7-14 and Indiana Code 36-7-25 (the “Act”); and

WHEREAS, the Redevelopment Commission submitted the Declaratory Resolution and Plan to the City of Kokomo Plan Commission (the “Plan Commission”) for its consideration; and

WHEREAS, on October 10, 2023, the Plan Commission approved the Plan and the Declaratory Resolution; and

WHEREAS, the Act requires approval of the Declaratory Resolution, the Plan and the action of the Plan Commission by the Common Council of the City of Kokomo, Indiana (the “City”); and

WHEREAS, the Act further requires approval of the determination that the Area is an economic development area pursuant to the Act by the Common Council of the City;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City, as follows:

Section 1. The Declaratory Resolution and Plan for the Area attached hereto as Exhibit A are in all respects approved, ratified and confirmed by the Common Council.

Section 2. The action of the Plan Commission approving the Plan and the Declaratory Resolution is in all respects approved, ratified and confirmed by the Common Council.

Section 3. The determination of the Commission that the Area is an economic development area pursuant to the Act is in all respects approved, ratified and confirmed by the Common Council.

Section 4. The Clerk of the City is hereby directed to file a copy of the Declaratory Resolution, the Plan and the approving order of the Plan Commission with the permanent minutes of this meeting.

Section 5. This resolution shall be effective from and after its passage and execution by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Kokomo, Howard County, Indiana, this 16th day of October, 2023.

COMMON COUNCIL OF THE CITY OF
KOKOMO, INDIANA

By: _____
Presiding Officer

ATTEST:

Diane Howard, Clerk
City of Kokomo

Presented by me to the Mayor of the City of Kokomo, Howard County, Indiana, this _____ day of _____, 2023.

Diane Howard, Clerk
City of Kokomo

Signed and approved by me upon this _____ day of _____, 2023.

Tyler O. Moore, Mayor
City of Kokomo

EXHIBIT A

Declaratory Resolution and Plan

**KOKOMO REDEVELOPMENT COMMISSION
RESOLUTION NO. 2023-08**

**DECLARATORY RESOLUTION
OF THE KOKOMO REDEVELOPMENT COMMISSION
ESTABLISHING THE SOUTH SIDE ECONOMIC DEVELOPMENT
AREA AND ALLOCATION AREA**

WHEREAS, the Kokomo Redevelopment Commission (the “Commission”), a redevelopment commission organized and acting pursuant to the provisions of Indiana Code 36-7-14 and Indiana Code 36-7-25 (collectively, the “Act”), has investigated, studied and surveyed economic development and redevelopment areas within the City of Kokomo, Indiana (the “City”); and

WHEREAS, the Commission has selected an economic development area (the “Area”) to be developed pursuant to the Act; and

WHEREAS, the Commission has prepared an economic development plan (the “Plan”) for the Area, which Plan is attached hereto as Exhibit A and incorporated herein by reference; and

WHEREAS, the Commission has caused to be prepared maps and plats showing (i) the boundaries of the Area, the location of various parcels of property, streets, alleys and other features affecting the acquisition, clearance, replatting, replanning, rezoning or redevelopment of the Area, indicating that all parcels of property are currently to be excluded from the acquisition list and (ii) the parts of the acquired portions of the Area, if any, that are to be devoted to public ways, levees, sewerage, parks, playgrounds, and other public purposes under the Plan; and

WHEREAS, the Commission has caused to be prepared an estimate of the cost of the economic development of the Area;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSION THAT:

Section 1. The Commission has selected the Area as an economic development area within the corporate boundaries of the City pursuant to the provisions of the Act. The Area is described in Exhibit B attached hereto and incorporated herein by reference which includes a description of the Area, the parcel numbers for the parcels in the Area, and a map of the Area. The Area is hereby designated as the “South Side Economic Development Area”.

Section 2. The Commission finds that the Plan for the Area:

- (a) Promotes significant opportunities for the gainful employment of the citizens of the City;
 - (b) Assists in the attraction of major new business enterprises to the City;
 - (c) Benefits the public health, safety, morals and welfare of the citizens of the City;
 - (d) Increases the economic well-being of the City and the State of Indiana;
- and

- (e) Serves to protect and increase property values in the City and the State of Indiana.

Section 3. The Commission finds that the Plan cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed the Commission under the Act because of the lack of local public improvements and other similar conditions, specifically including among others sufficient road and utility infrastructure.

Section 4. The Commission finds that the public health and welfare will be benefited by the accomplishment of the Plan for the Area, specifically by the construction of (a) road infrastructure improvements to provide improved access in and around the Area; (b) utility improvements, including water, sewer and storm water improvements, to ensure reasonable and appropriate utility services to the Area; (c) public safety improvements to serve the Area; (d) park improvements to ensure reasonable and appropriate park services for the Area; (e) and/or other improvements necessary for the development of the Area, including economic development project improvements in or serving the Area. These improvements (collectively, "Improvements") promote public health and welfare for the citizens of the City by enhancing economic development of the Area through the provision of adequate road infrastructure, adequate utility services (water, sewer and storm water) to the Area, adequate public safety services, sufficient park services for the Area, and by making the Area more suitable for development through the construction of economic development project improvements.

Section 5. The Commission finds that the accomplishment of the Plan will be of public utility and benefit as measured by the attraction of permanent jobs, an increase in the property tax base, improved diversity of the economic base, and other similar benefits, specifically by providing the construction of the Improvements to encourage and enable the development of new businesses in the Area, and the retention of and fostering of growth of existing businesses around the Area.

Section 6. The Plan conforms to other development and redevelopment plans for the City.

Section 7. The Commission does not currently propose to acquire interests in real property within the boundaries of the Area.

Section 8. The Commission estimates the cost of implementing the Plan will be approximately \$5,000,000 (this estimate includes the construction of the Improvements).

Section 9. The Commission finds that no residents of the Area will be displaced by any project resulting from the Plan; and, therefore, the Commission finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents, if any. The Commission will take no actions that will result in the displacement of residential areas.

Section 10. This paragraph constitutes the "allocation provision" for purposes of Indiana Code 36-7-14-39. The entire Area shall constitute an allocation area as defined in Indiana Code 36-7-14-39 ("Allocation Area"). Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body entitled to a distribution

of property taxes on taxable property in the Allocation Area shall be allocated and distributed in accordance with Indiana Code 36-7-14-39 or any applicable successor provision. This allocation provision shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the Allocation Area. The base assessment date for the Allocation Area is January 1, 2023.

Section 11. All of the rights, powers, privileges, and immunities that may be exercised by the Commission in a redevelopment area or urban renewal area may be exercised by the Commission in the Area, subject to the limitations of Indiana Code 36-7-14-43.

Section 12. The presiding officer of the Commission is hereby authorized and directed to submit this resolution and the Plan to the City of Kokomo Plan Commission (“Plan Commission”) for its approval.

Section 13. The Commission also directs the presiding officer, after receipt of the written order of approval of the Plan Commission which has been approved by the City Council of the City to publish notice of the adoption and substance of this resolution in accordance with Indiana Code 5-3-1-4 and to file notice with the Plan Commission, Board of Zoning Appeals, Board of Public Works, Park Board, the building commissioner and any other departments or agencies of the City concerned with unit planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected at the office of the City’s department of development and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed project and will determine the public utility and benefit of the proposed project. Copies of the notice shall also be filed with the officer authorized to fix budgets, tax rates and tax levies under Indiana Code 6-1.1-17-5 for each taxing unit that is either wholly or partly located within the proposed Allocation Area.

Section 14. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the Allocation Area which includes (a) the estimated economic benefits and costs incurred by the Allocation Area, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values and (b) the anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the Allocation Area (a copy of this statement shall be filed with each such taxing unit with a copy of the notice required under Indiana Code 36-7-14-17 at least 10 days prior to the date of the hearing described in Section 13 hereof).

Section 15. The Commission further directs the presiding officer to submit this resolution to the City Council of the City for its approval of the establishment of the Area.

Section 16. This resolution shall be effective as of the date of its adoption.

Passed and adopted at a meeting of the Kokomo Redevelopment Commission this 3rd
day of October, 2023.

KOKOMO REDEVELOPMENT
COMMISSION

President

Tom Mikita

Vice-President

Eric Akon

Secretary

Jordan Dyer

Member

Member

EXHIBIT A

The Plan

ECONOMIC DEVELOPMENT PLAN FOR THE SOUTH SIDE ECONOMIC DEVELOPMENT AREA

Purpose and Introduction

This document is the Economic Development Plan (“Plan”) for the South Side Economic Development Area (“Area”) for the City of Kokomo, Indiana (“City”). This Plan is intended for approval by the Common Council of the City, the Kokomo Plan Commission and the Kokomo Redevelopment Commission (“Commission”) in compliance with Indiana Code 36-7-14.

Project Objectives

The purposes of the Plan are to benefit the public health, safety, morals, and welfare of the citizens of the City; increase the economic well-being of the City and the State of Indiana; and serve to protect and increase property values in the City and the State of Indiana. The Plan is designed to (i) promote significant opportunities for the gainful employment of citizens of the City, (ii) assist in the attraction of one or more major new business enterprises to the City, (iii) provide for local public improvements in, serving or benefiting the Area, (iv) attract and retain jobs, (v) increase the property tax base and (vi) improve the diversity of the economic base of the City.

Description of Area

The Area is depicted in the map attached to the Declaratory Resolution of which this Plan is a part as Exhibit B and is generally described as that area in the City bounded as follows:

The Area is generally located on the south side of the City. Beginning in the northwest corner on and across Alto Road to the east, then south on S 100 E to Center Road, then west on E Center Road, then north to the point of beginning at the eastern boundary of Jackson Morrow Park. Also, including that parcel to the south commonly known as 323 S00 EW. All of which is more thoroughly depicted in the Description of the Economic Development Area attached hereto as Exhibit B. The Area includes approximately 385.32 acres.

The Area includes the following parcels:

Parcel List

34-09-13-400-013.000-006
34-09-13-400-014.000-006
34-09-13-400-016.000-006
34-09-13-400-017.000-006

34-09-13-400-018.000-006
34-09-13-400-022.000-006
34-09-13-400-024.000-006
34-09-13-400-025.000-006
34-09-13-400-027.000-006
34-09-13-400-028.000-006
34-09-13-400-029.000-006
34-09-13-400-031.000-006
34-09-13-400-032.000-006
34-09-13-400-033.000-006
34-09-13-400-035.000-006
34-09-13-400-042.000-006
34-09-13-400-044.000-006
34-09-13-400-046.000-006
34-09-13-400-048.000-006
34-09-13-400-051.000-006
34-09-13-400-054.000-006
34-09-13-400-055.000-006
34-09-13-400-057.000-006
34-09-13-400-060.000-006
34-09-13-400-062.000-006
34-09-13-400-063.000-006
34-09-13-400-064.000-006
34-09-13-400-065.000-006
34-09-13-400-066.000-006
34-09-13-400-067.000-006
34-09-13-400-069.000-006
34-09-13-400-070.000-006
34-09-13-400-072.000-006
34-09-13-400-075.000-006
34-09-13-400-076.000-006
34-09-13-400-080.000-006
34-09-13-400-083.000-006
34-09-13-400-084.000-006
34-09-13-400-085.000-006
34-09-13-400-088.000-006
34-09-13-400-095.000-006
34-10-18-301-001.000-015
34-10-18-302-001.000-015
34-10-18-302-002.000-015
34-10-18-302-007.000-015
34-10-18-302-008.000-015
34-10-18-302-009.000-015

34-10-18-302-010.000-015
34-10-18-302-011.000-015
34-10-18-302-012.000-015
34-10-18-302-013.000-015
34-10-18-303-004.000-015
34-10-18-303-007.000-015
34-10-18-303-009.000-015
34-10-18-303-010.000-015
34-10-18-303-011.000-015
34-10-18-351-002.000-015
34-10-18-351-004.000-015
34-10-18-351-005.000-015
34-10-18-351-006.000-015
34-10-18-351-009.000-015
34-10-18-351-010.000-015
34-10-18-352-001.000-015
34-10-18-352-003.000-015
34-10-18-352-004.000-015
34-10-18-352-005.000-015
34-10-18-352-006.000-015
34-10-18-352-007.000-015
34-10-18-352-008.000-015
34-10-18-352-010.000-015
34-10-18-353-002.000-015
34-10-18-353-003.000-015
34-10-18-353-004.000-015
34-10-18-353-005.000-015
34-10-18-353-006.000-015
34-10-18-353-007.000-015
34-10-18-353-010.000-015
34-10-18-353-011.000-015
34-10-18-354-001.000-015
34-10-18-354-002.000-015
34-10-18-354-003.000-015
34-10-18-354-004.000-015
34-10-18-354-005.000-015
34-10-18-354-006.000-015
34-10-18-354-008.000-015
34-09-13-400-086.000-006
34-10-18-401-015.000-015
34-10-18-401-016.000-015
34-10-18-451-001.000-015
34-10-18-476-001.000-015

34-10-18-326-013.000-015

34-09-24-226-001.000-006

Project Description

All projects for the Area are in, serving or benefiting the Area. The following projects (“Projects”) will be constructed in connection with the economic development of the Area:

1. *Road Improvements* - Road improvements shall be constructed to ensure safe, reliable, efficient and reasonable access to the Area. The costs of such improvements shall include design work, acquisition of rights of way, land clearing costs, asphalt and/or concrete paving, curb design & construction, lighting, surveys, traffic signals, traffic studies and such other costs as may be related to the development of the roads.
2. *Utility Infrastructure Improvements* - Utility improvements shall be constructed in and around the Area to assure the provision of adequate utility services to the Area. The costs of such improvements shall include any necessary design costs, construction of mains, storm sewers, waterworks and sewage works, utility relocation costs and any such other costs related to the provision of utility services to the Area.
3. *Public Safety Improvements* – Public safety improvements shall be constructed in and around the area to ensure sufficient police, fire and other public safety services are available to serve the Area. A new fire station is anticipated to be constructed and equipped in the Area. The costs of such improvements shall include any necessary design costs, equipment costs, construction and equipment.
4. *Park Improvements* – Park improvements shall be constructed in and around the area to ensure sufficient park services are available to the Area, including but not limited to green spaces, trails, playground equipment, shelters and athletic facilities.
5. *Economic Development Projects* – Economic development projects which constitute local public improvements and are capital projects shall be acquired and/or constructed to foster and encourage the orderly economic development of the Area.

The total estimated cost of the Projects is \$5,000,000. The Commission anticipates that the construction of the Projects will encourage development in the Area.

Economic Benefits of Projects

The Projects are anticipated to facilitate the growth and diversification of the property tax base, including additional investment in the Area from businesses in the

estimated amount of at least \$80,000,000 in the next five (5) years. Specifically, the expansion and redevelopment of commercial, residential, and mixed-use property, as well as public improvements to Jackson Morrow Park. This additional investment is anticipated to result in additional employment opportunities in the Area while preserving and enhancing existing employment in the Area. Substantial increased development in the Area is anticipated based upon these and other improvements contemplated for the Area.

Acquisition of Property

The Commission has no present plans to acquire any interests in real property. The Commission shall follow the procedures in Indiana Code 36-7-14-19 in any current or future acquisition of property. The Commission may not exercise the power of eminent domain in the Area and will take no actions with respect to acquiring residential areas or otherwise relocating any residences.

Procedures with respect to the Projects

In accomplishing the Projects, the Commission may proceed with the Projects before the acquisition of all interests in land in the Area. All contracts for material or labor in the accomplishment of the Projects by the Commission shall be let under Indiana Code 36-1.

In the planning and rezoning of real property acquired or to be used in the accomplishment of the Plan; the opening, closing, relocation and improvement of public ways; and the construction, relocation, and improvement of sewers and utility services; the Commission shall proceed in the same manner as private owners of the property. The Commission may negotiate with the proper officers and agencies of the City to secure the proper orders, approvals, and consents.

Any construction work required in connection with the Projects may be carried out by the appropriate municipal or county department or agency. The Commission may carry out the construction work if all plans, specifications, and drawings are approved by the appropriate department or agency and the statutory procedures for the letting of the contracts by the appropriate department or agency are followed by the Commission.

The Commission may pay any charges or assessments made on account of orders, approvals, consents, and construction work with respect to the Projects or may agree to pay these assessments in installments as provided by statute in the case of private owners.

None of the real property acquired for the Projects may be set aside and dedicated for public ways, parking facilities, sewers, levees, parks, or other public purposes until the Commission has obtained the consents and approval of the department or agency under whose jurisdiction the property will be placed.

Notwithstanding the foregoing, the Commission may cause the Projects to be constructed in accordance with and financed through the City pursuant to the terms of Indiana Code 36-7-11.9 and -12, as amended, or through the City of Kokomo Redevelopment Authority pursuant to Indiana Code 36-7-14.5, as amended.

Disposal of Property

The Commission may dispose of real property acquired, if any, by sale or lease to the public after causing to be prepared two (2) separate appraisals of the sale value or rental value to be made by independent appraisers. However, if the real property is less than five (5) acres in size and the fair market value of the real property or interest has been appraised by one (1) independent appraiser at less than Ten Thousand Dollars (\$10,000), the second appraisal may be made by a qualified employee of the Commission. The Commission will prepare an offering sheet and will maintain maps and plats showing the size and location of all parcels to be offered. Notice will be published of any offering in accordance with Indiana Code 5-3-1. The Commission will follow the procedures of Indiana Code 36-7-14-22 in making a sale or lease of real property acquired.

Financing of the Projects

It is the intention of the Commission to finance the Projects by one of, or a combination of, the following methods:

A) Financing the Projects on an ongoing basis from any available ad valorem property taxes allocated under Indiana Code 36-7-14-39 or other funds available for such purpose.

(B) Issuing bonds payable from ad valorem property taxes allocated under Indiana Code 36-7-14-39 in order to raise money for property acquisition and completion of the Projects in, serving or benefiting the Area. The amount of these bonds may not exceed the total, as estimated by the Commission, of all expenses reasonably incurred in connection with the Projects, including:

(1) The total cost of all land, rights-of-way, and other property to be acquired and developed;

(2) All reasonable and necessary architectural, engineering, construction, equipment, legal, financing, accounting, advertising, bond discount and supervisory expenses related to the acquisition and development of the Projects or the issuance of bonds;

(3) Interest on the bonds (not to exceed 5 years from the date of issuance) and a debt service reserve for the bonds to the extent the Commission determines that a reserve is reasonably required; and

(4) Expenses that the Commission is required or permitted to pay under Indiana Code 8-23-17.

In the issuance of bonds the Commission will comply with Indiana Code 36-7-14-25.1. Any such bonds to finance the costs of the Projects may also be payable from a levy of a special benefits tax on all taxable property in the redevelopment district pursuant to Indiana Code 36-7-14-27 or other funds pledge to the Commission by the

City for such purpose pursuant to Indiana Code 36-7-14-25.5 (such as local income tax revenues or motor vehicle highway taxes).

C) As an alternative to the issuance of bonds or in conjunction with it, the Commission may (i) enter into a lease of any property that could be financed with the proceeds of bonds under Indiana Code 36-7-14, such being subject to the provisions of Indiana Code 36-7-14-25.2 and Indiana Code 36-7-14-25.3, including a lease with a redevelopment authority under Indiana Code 36-7-14.5 (with such lease rentals payable from the sources described in B above) or (ii) pledge any available incremental ad valorem property taxes allocated under Indiana Code 36-7-14-39(b)(2)(D) and Indiana Code 5-1-14-4 to the payment of bonds issued by the City, including bonds issued by the City pursuant to the provisions of Indiana Code 36-7-11.9 and -12, as amended (the “EDC Act”), to finance the costs of the Projects.

D) All or a portion of the Projects may be financed by any funds available to the Commission as provided from other entities interested in providing financing for the Projects.

The Commission anticipates that a substantial portion of the Projects will be financed pursuant to the EDC Act as described in paragraph (C) above through a pledge of available incremental ad valorem property taxes allocated under Indiana Code 36-7-14-39 by the Commission to the payment of bonds issued by the City.

Allocation Area

The entire Area shall constitute an allocation area as defined in Indiana Code 36-7-14-39 (“Allocation Area”). Any property taxes levied on or after the effective date of the Declaratory Resolution of which this Plan is a part by or for the benefit of any public body entitled to a distribution of property taxes on taxable property in the Allocation Area shall be allocated and distributed in accordance with Indiana Code 36-7-14-39 or any applicable successor provision. This allocation provision shall expire no later than 25 years after the date on which the first obligation is incurred to pay principal and interest on bonds or lease rentals on leases payable from tax increment revenues from the Allocation Area. The base assessment date for the Allocation Area is January 1, 2023.

Amendment of the Plan

The Commission may amend the Plan by following the procedures set forth in Indiana Code 36-7-14-15 through 17.5.

EXHIBIT B

Description of the Economic Development Area/Allocation Area, Parcel Numbers and Map

The Area is generally located on the south side of the City. Beginning in the northwest corner on and across Alto Road to the east, then south on S 100 E to Center Road, then west on E Center Road, then north to the point of beginning at the eastern boundary of Jackson Morrow Park. Also, including that parcel to the south commonly known as 323 S00 EW. All of which is more thoroughly depicted in the Description of the Economic Development Area attached hereto as Exhibit B. The Area includes approximately 385.32 acres.

The Area includes the following parcel numbers below and is described on the map on the following page:

Parcel List

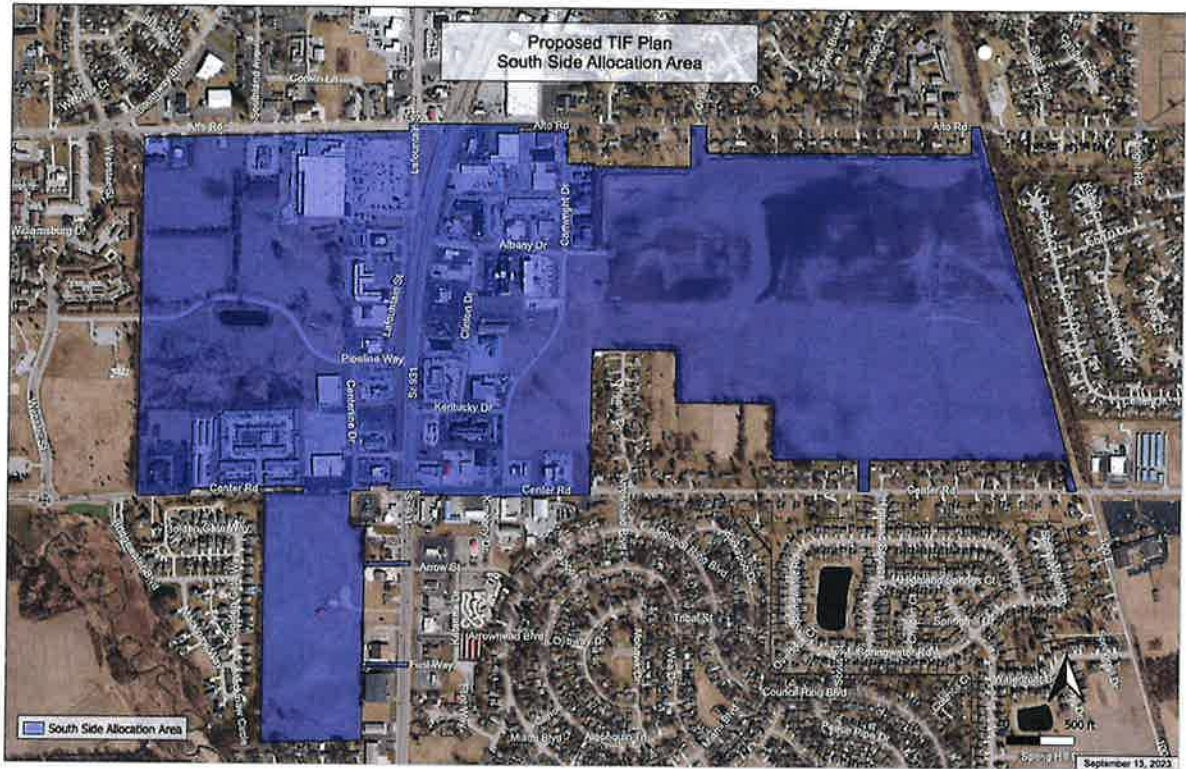
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34-09-13-400-014.000-006
34-09-13-400-016.000-006
34-09-13-400-017.000-006
34-09-13-400-018.000-006
34-09-13-400-022.000-006
34-09-13-400-024.000-006
34-09-13-400-025.000-006
34-09-13-400-027.000-006
34-09-13-400-028.000-006
34-09-13-400-029.000-006
34-09-13-400-031.000-006
34-09-13-400-032.000-006
34-09-13-400-033.000-006
34-09-13-400-035.000-006
34-09-13-400-042.000-006
34-09-13-400-044.000-006
34-09-13-400-046.000-006
34-09-13-400-048.000-006
34-09-13-400-051.000-006
34-09-13-400-054.000-006
34-09-13-400-055.000-006
34-09-13-400-057.000-006
34-09-13-400-060.000-006
34-09-13-400-062.000-006
34-09-13-400-063.000-006
34-09-13-400-064.000-006
34-09-13-400-065.000-006

34-09-13-400-066.000-006
34-09-13-400-067.000-006
34-09-13-400-069.000-006
34-09-13-400-070.000-006
34-09-13-400-072.000-006
34-09-13-400-075.000-006
34-09-13-400-076.000-006
34-09-13-400-080.000-006
34-09-13-400-083.000-006
34-09-13-400-084.000-006
34-09-13-400-085.000-006
34-09-13-400-088.000-006
34-09-13-400-095.000-006
34-10-18-301-001.000-015
34-10-18-302-001.000-015
34-10-18-302-002.000-015
34-10-18-302-007.000-015
34-10-18-302-008.000-015
34-10-18-302-009.000-015
34-10-18-302-010.000-015
34-10-18-302-011.000-015
34-10-18-302-012.000-015
34-10-18-302-013.000-015
34-10-18-303-004.000-015
34-10-18-303-007.000-015
34-10-18-303-009.000-015
34-10-18-303-010.000-015
34-10-18-303-011.000-015
34-10-18-351-002.000-015
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34-10-18-351-006.000-015
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34-10-18-354-001.000-015
34-10-18-354-002.000-015
34-10-18-354-003.000-015
34-10-18-354-004.000-015
34-10-18-354-005.000-015
34-10-18-354-006.000-015
34-10-18-354-008.000-015

See map of the Area below.

Map*



*The Area includes the property outlined in indigo above. Note, for purposes of determining the boundaries of the Area, the shaded boundaries above shall control (i.e., changes in parcel numbers that may occur in the future shall not alter or change the boundaries of the Area).