

NOTICE



**SPECIAL CALLED MEETING OF THE HOPKINSVILLE, KENTUCKY CITY COUNCIL
HOPKINSVILLE MUNICIPAL CENTER COUNCIL CHAMBER, 715 SOUTH VIRGINIA STREET**

September 14, 2023 at 5:30 PM

AGENDA

- 01. CALL TO ORDER**
- 02. INVOCATION (*Ward 7*)**
- 03. PLEDGE OF ALLEGIANCE**
- 04. ROLL CALL**
- 05. APPROVAL OF MINUTES**
 - A.** September 5, 2023 Regular Meeting
- 06. ORDINANCES**
 - A.** Ordinance 33-2023 2023 Property Tax Rate (Second Reading)
- 07. MUNICIPAL ORDERS**
 - A.** Municipal Order 37-2023 Toyota Boshoku Incentives
- 08. RESOLUTIONS**
 - A.** Resolution 03-2023 Toyota Boshoku Industrial Revenue Bond
 - B.** Resolution 04-2023 Toyota Boshoku Economic Development Fund Grant
- 09. ADJOURNMENT (*Ward 7*)**

September 5, 2023

A regular meeting of the City of Hopkinsville City Council was held Tuesday, September 5, 2023 at 6:00 p.m. in the Hopkinsville Municipal Center Council Chamber, 715 South Virginia Street, Hopkinsville, Kentucky. The meeting was called to order by Mayor Knight.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Councilmember Martin introduced Firefighter/Paramedic Nathan Miller, who opened the meeting with an invocation. Mayor Knight then led the Pledge of Allegiance.

ROLL CALL:

Presiding Officer: Mayor James R. Knight Jr.

Council present: Honorable Natasha Sophia Francis
Honorable Bruce Smiley
Honorable Donald Marsh
Honorable Chuck Crabtree
Honorable Amy Craig
Honorable Travis Martin
Honorable Robert Terry Meek
Honorable Doug Wilcox
Honorable Jamie Lienberger
Honorable Steve Keel
Honorable Jason Bell
Honorable Matthew Handy

Staff present: City Clerk Brittany Byrum
Deputy City Clerk Trainee Michelle Cavasier
City Administrator Troy Body
Executive Secretary Nikki Steger
Public Information Officer Chris Jung
City Attorney H. Douglas Willen
Chief Financial Officer Melissa Clayton
Human Resources Manager Kenny Grabara
Chief Technology Officer Darryl Anderson
Police Chief Jason Newby
Fire Chief Steve Futrell
Assistant Public Works Director Dave Herndon
Parks & Recreation Superintendent Toby Hudson
CDS Executive Director Tom Britton
CDS Assistant Director Holly Boggess

AWARDS AND RECOGNITIONS:

None.

PUBLIC COMMENTS:

None.

MAYOR'S COMMENTS:

Mayor Knight announced upcoming events and made comments.

REPORTS FROM OFFICERS, COMMITTEES, AND GUEST SPEAKERS:

The Big Read – Executive Director of the Museums of Historic Hopkinsville-Christian County Alissa Keller and Executive Director-Pennyroyal Arts Council Margaret Prim gave an overview of the community reading program “The Big Read” and encouraged council to participate.

APPROVAL OF MINUTES:

Councilmember Marsh moved to approve the minutes of the August 15, 2023 regular meeting; seconded by Councilmember Craig. There being no discussion, all members voted aye.

ORDINANCE 30-2023 PYLE LANE (PVA 085-03 00 028.00) ZONING (FIRST READING):

Ms. Byrum read Ordinance 30-2023 amending the zoning maps of the City of Hopkinsville to zone 14.38 acres of property on Pyle Lane. Moved for adoption by Councilmember Craig; seconded by Councilmember Marsh. There being no discussion, Ordinance 30-2023 passed on first reading by roll call vote with all members voting aye.

ORDINANCE 31-2023 PYLE LANE (PVA 085-03 00 028.01) ZONING (FIRST READING):

Ms. Byrum read Ordinance 31-2023 amending the zoning maps of the city of Hopkinsville to zone property located at 1101 Pyle Lane. Moved for adoption by Councilmember Lienberger; seconded by Councilmember Craig. There being no discussion, Ordinance 31-2023 passed on first reading by roll call vote with all members voting aye.

ORDINANCE 32-2023 B-3 DENSITY ZONING AMENDMEENT (FIRST READING):

Ms. Byrum read Ordinance 32-2023 amending Chapter 158.066 of the Hopkinsville Code of Ordinances to increase the permitted density in the B-3 (central business district) to the R-5 standard. Moved for adoption by Councilmember Marsh; seconded by Councilmember Meek. There being no discussion, Ordinance 32-2023 passed on first reading by roll call vote with all members voting aye.

ORDINANCE 33-2023 2023 PROPERTY TAX RATE (FIRST READING):

Ms. Byrum read Ordinance 33-2023 setting property tax rates. Moved for adoption by Councilmember Bell; seconded by Councilmember Craig. Following discussion, Ordinance 33-2023 passed on first reading by roll call vote with all members present voting aye.

ORDINANCE 34-2023 FY 23-24 OPERATIONAL BUDGET AMENDMENT (FIRST READING - SUMMARY):

Ms. Byrum read a summary of Ordinance 34-2023 amending the fiscal year 2023-2024 operational budget. Moved for adoption by Councilmember Craig; seconded by Councilmember Meek. There being no discussion, Ordinance 34-2023 passed on first reading by roll call vote with all members voting aye.

ORDINANCE 35-2023 FY 23-24 CAPITAL BUDGET AMENDMENT (FIRST READING):

Ms. Byrum read Ordinance 35-2023 amending the fiscal year 2023-2024 capital budget. Moved for adoption by Councilmember Lienberger; seconded by Councilmember Meek. There being no discussion, Ordinance 35-2023 passed on first reading by roll call vote with all members voting aye.

MUNICIPAL ORDER 32-2023 ELECTRICAL INSPECTOR CONTRACT:

Ms. Byrum read Municipal Order 32-2023 adding Damion Young to the list of approved electrical inspectors. Moved for adoption by Councilmember Marsh; seconded by Councilmember Martin. There being no discussion, Municipal Order 32-2023 passed by voice vote with all members voting aye.

MUNICIPAL ORDER 33-2023 SURPLUS PROPERTY:

Ms. Byrum read Municipal Order 33-2023 declaring items surplus property. Moved for adoption by Councilmember Craig; seconded by Councilmember Martin. There being no discussion, Municipal Order 33-2023 passed by voice vote with all members voting aye.

MUNICIPAL ORDER 34-2023 INTERGOVERNMENTAL SUPPORT AGREEMENT – FORT CAMPBELL ROAD SALT:

Ms. Byrum read Municipal Order 34-2023 authorizing an Intergovernmental Support Agreement to provide road salt to Fort Campbell. Moved for adoption by Councilmember Craig; seconded by Councilmember Lienberger. There being no discussion, Municipal Order 34-2023 passed by voice vote with all members voting aye.

MUNICIPAL ORDER 35-2023 FINANCIAL HANDBOOK POLICIES AND PROCEDURES AMENDMENT:

Ms. Byrum read Municipal Order 35-2023 amending section XVI.5 of the Financial Handbook Policies and Procedures. Moved for adoption by Councilmember Craig; seconded by Councilmember Bell. There being no discussion, Municipal Order 35-2023 passed by voice vote with all members voting aye.

MUNICIPAL ORDER 36-2023 FY 23-24 INNER-CITY RESIDENTIAL ENTERPRISE ZONE BUDGET:

Ms. Byrum read Municipal Order 36-2023 adopting the fiscal year 23-24 Inner-City Residential Enterprise Zone budget. Moved for adoption by Councilmember Marsh; seconded by Councilmember Martin. There being no discussion, Municipal Order 36-2023 passed by voice vote with all members voting aye.

**EXECUTIVE ORDER 50-2023 HOPKINSVILLE-CHRISTIAN COUNTY CONFERENCE
CENTER CORPORATION BOARD:**

Ms. Byrum read Executive Order 50-2023 appointing Ruth Lynch and Mona Sheth to fill the unexpired terms of Bob Cope and Marlene Dade. Moved for adoption by Councilmember Lienberger; seconded by Councilmember Craig. There being no discussion, Executive Order 50-2023 passed by voice vote with all members voting aye.

OTHER:

None.

COUNCIL MEMBER COMMENTS:

Councilmember Marsh made comments.

ADJOURNMENT:

Councilmember Martin moved to adjourn at 6:30 p.m.; seconded by Councilmember Marsh. There being no discussion, all members voted aye.

Minutes approved at the city council meeting held on the ___ day of _____ 2023.

PRESIDING OFFICER: _____
Mayor James R. Knight Jr.

ATTEST: _____
City Clerk Brittany Byrum, CMC

ORDINANCE 33-2023

**AN ORDINANCE PROVIDING FOR AND MAKING THE PROPERTY TAX LEVY
FOR CITY PURPOSES FOR FISCAL YEAR BEGINNING
JULY 1, 2023 AND ENDING JUNE 30, 2024**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF
HOPKINSVILLE, KENTUCKY, AS FOLLOWS:**

SECTION ONE

For city purposes for fiscal year July 1, 2023 through June 30, 2024, there is hereby made a tax levy of twenty-two point three cents (22.3 cents) on each one hundred dollars (\$100.00) of taxable real property; twenty-three point nine cents (23.9 cents) on each one hundred dollars (\$100.00) of taxable personal property; and twenty-five point one cents (25.1 cents) on each one hundred dollars (\$100.00) of taxable motor vehicle and watercraft property.

Additionally, a tax levy and ad valorem tax of one and one-half cents (1.5 cents) on each one hundred dollars (\$100.00) of the fair cash value of all unmanufactured tobacco, subject to taxation within the city limits, is imposed upon each establishment, firm, company, or corporation handling and processing the same, except as otherwise exempt; and a tax levy and ad valorem tax of four and one-half cents (4.5 cents) on each one hundred dollars (\$100.00) of the fair cash value of all unmanufactured agricultural products, subject to taxation within the city limits, is imposed upon each establishment, firm, company, or corporation handling and processing the same, except as otherwise exempt.

All levies herein shall be deposited into the General Fund for the general operation of city government.

A discount of two percent (2%) shall be allowed on all taxes, except motor vehicle and watercraft property taxes, in the amount of one dollar (\$1.00) or more paid by October 31, 2023 and the "Total Tax Due" shall be collected from November 1, 2023 through November 30, 2023.

All taxes, except motor vehicle and watercraft property taxes, levied herewith, which remain unpaid on December 1, 2023, shall begin to accrue, attach, and be added from said date, a flat penalty of ten percent (10%) onto the total amount of said taxes then due and payable. Additionally, tax bills not paid before December 1, 2023 shall have added to them interest at the rate of one-half percent (.5%) per month, or fraction of a month, until said taxes are paid. The penalty and interest as provided herein shall be added to unpaid taxes and collected by the City. Should the tax herein become delinquent, the City Administrator, the Chief Financial Officer, and/or the City Attorney are authorized to file suit to collect all delinquent taxes plus court costs and expenses, including a reasonable attorney fee, incurred by reason of such delinquency.

SECTION TWO

If any section, subsection, sentence, clause, or phrase of this ordinance is held unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remaining portions of this ordinance.

SECTION THREE

Any and all existing ordinances inconsistent with this ordinance are hereby repealed.

SECTION FOUR

This ordinance shall take effect after its passage and publication according to law.

**ORDINANCE 33-2023
2023 PROPERTY TAX RATES**

PUBLICLY READ AND PASSED FIRST TIME: _____

PUBLICLY READ AND PASSED SECOND TIME: _____

APPROVED: _____
Mayor James R. Knight Jr.

ATTEST: _____
City Clerk Brittany Byrum, CMC



BRITTANY BYRUM, CMC
CITY CLERK
brittany.byrum@h-ky.us

CITY OF HOPKINSVILLE
KENTUCKY
42240

715 S. VIRGINIA STREET
(270) 890-0210
FAX (270) 632-2056
TDD (270) 887-4287
www.hopkinsvilleky.us

MUNICIPAL ORDER

37-2023

September 14, 2023

A MUNICIPAL ORDER ESTABLISHING AN INDUSTRIAL INCENTIVE DISTRICT; AUTHORIZING AND DIRECTING THE RETENTION OF UP TO SIXTY PERCENT (60%) OF ALL OCCUPATIONAL LICENSE FEES DUE AND PAYABLE TO THE CITY OF HOPKINSVILLE, KENTUCKY, FROM THE SALARIES, WAGES AND OTHER COMPENSATION TO BE PAID TO THE NEW EMPLOYEES OF TOYOTA BOSHOKU AMERICA, INC. IN SAID INDUSTRIAL INCENTIVE DISTRICT FOR A PERIOD OF TWENTY (20) YEARS.

WHEREAS, the City of Hopkinsville, Kentucky, is authorized to levy and impose an annual license fee upon all persons, associations, corporations, or other entities engaged in any occupation, trade, profession or other activity in the City for the privilege of engaging in such occupation, trade, profession or activity; and

WHEREAS, Toyota Boshoku America, Inc. ("Company") has proposed to purchase and develop 48.11 acres of land located at Waymans Way, Hopkinsville, Kentucky, as identified in Exhibit A; and

WHEREAS, Company estimates an investment of up to \$230,000,000.00 in said industrial development, including the property, building, equipment, furniture and fixtures, which will result in up to one hundred fifty-seven (157) new jobs; and

WHEREAS, said development will promote economic development, will provide much needed industrial space in Hopkinsville, Christian County, and will provide additional revenue to the City through the collection of occupational license fees; and

WHEREAS, as an incentive to support Toyota Boshoku America, Inc. in said industrial development, the City hereby agrees to authorize Toyota Boshoku America, Inc., and/or its assigns, to retain sixty percent (60%) of the total occupational license fee revenues otherwise derived by the City from salaries, wages, and other compensation paid to new employees in said industrial district for a period of twenty (20) years after commencement; and

Municipal Order 37-2023
Prepared by City Attorney
Page 1 of 2

WHEREAS, said industrial development, through the hiring of new employees, increases the net profits and occupational license fee revenues and enhances overall economic prosperity in the community.

NOW, THEREFORE BE IT ORDERED as follows:

There is hereby established for the purpose of calculating and rebating occupational license fees an industrial incentive district hereinafter referred to as "Toyota Boshoku America, Inc." the boundaries of which are the Company's property located at Waymans Way, Hopkinsville, Kentucky, as identified in Exhibit A.

The City Council of Hopkinsville, Kentucky hereby authorizes a rebate of sixty percent (60%) of the occupational license fees imposed and levied on wages, salaries, or other compensation paid in the Toyota Boshoku America, Inc. industrial incentive district to new employees in newly created positions, for a period of twenty (20) years from the commencement of said rebates. Said rebate shall be paid to Toyota Boshoku America, Inc., and/or its assigns.

The City Council of Hopkinsville further states that the occupational license fee rebates referenced above shall not apply to any existing industrial establishment located within the City of Hopkinsville that relocates from an existing location to a location within the industrial incentive district; and the retention and rebate of occupational license fees authorized and directed herein shall not apply to other income or net profits of Toyota Boshoku America, Inc. or other entities within the industrial incentive district, and only applies to occupational license fees on wages, salaries and other compensation paid to new employees in newly created positions in said district.

The City Council of Hopkinsville further states that the retention and rebate of occupational license fees as authorized and directed herein shall commence upon written notification and proof from Company to activate said incentives within eighteen (18) months of the execution of this Municipal Order, and, unless extended by City Council, shall not apply in the event Company fails to develop the property within the industrial incentive district within twenty-four (24) months of the execution of this Municipal Order, fails to comply with local, state or federal laws, or otherwise fails to comply with the terms hereof.

PASSED AND APPROVED THIS _____ DAY OF _____, 2023.

ATTEST: _____
City Clerk Brittany Byrum, CMC

**BOUNDARY SURVEY OF
THE THOMAS R. ARNOLD PROPERTY**
TAX MAP 125-00 00, PARCEL 019.00
DEED BOOK 505, PAGE 207, C.C.C.O.
CHRISTIAN COUNTY, KENTUCKY
DATE: AUGUST 19, 2022
SCALE: 1" = 200'
TOTAL AREA: 48.11 ACRES



VICINITY MAP

CITY OF HOPKINSVILLE
PROPERTY
DB 597, PC 189

LINE DATA		
LINE	BEARING	DISTANCE
L1	S 10°11'09" W	360.00'
L2	S 79°48'51" E	60.00'

I hereby certify to the herein named parties that this survey meets or exceeds the requirements of an urban survey and that the closure of the unadjusted traverse is greater than 1:10,000.

The boundary survey was completed to the minimum standards as required under the authority of 201 KAR 18:150 of the Standards of Practice for Kentucky Professional Land Surveyors, 1998.

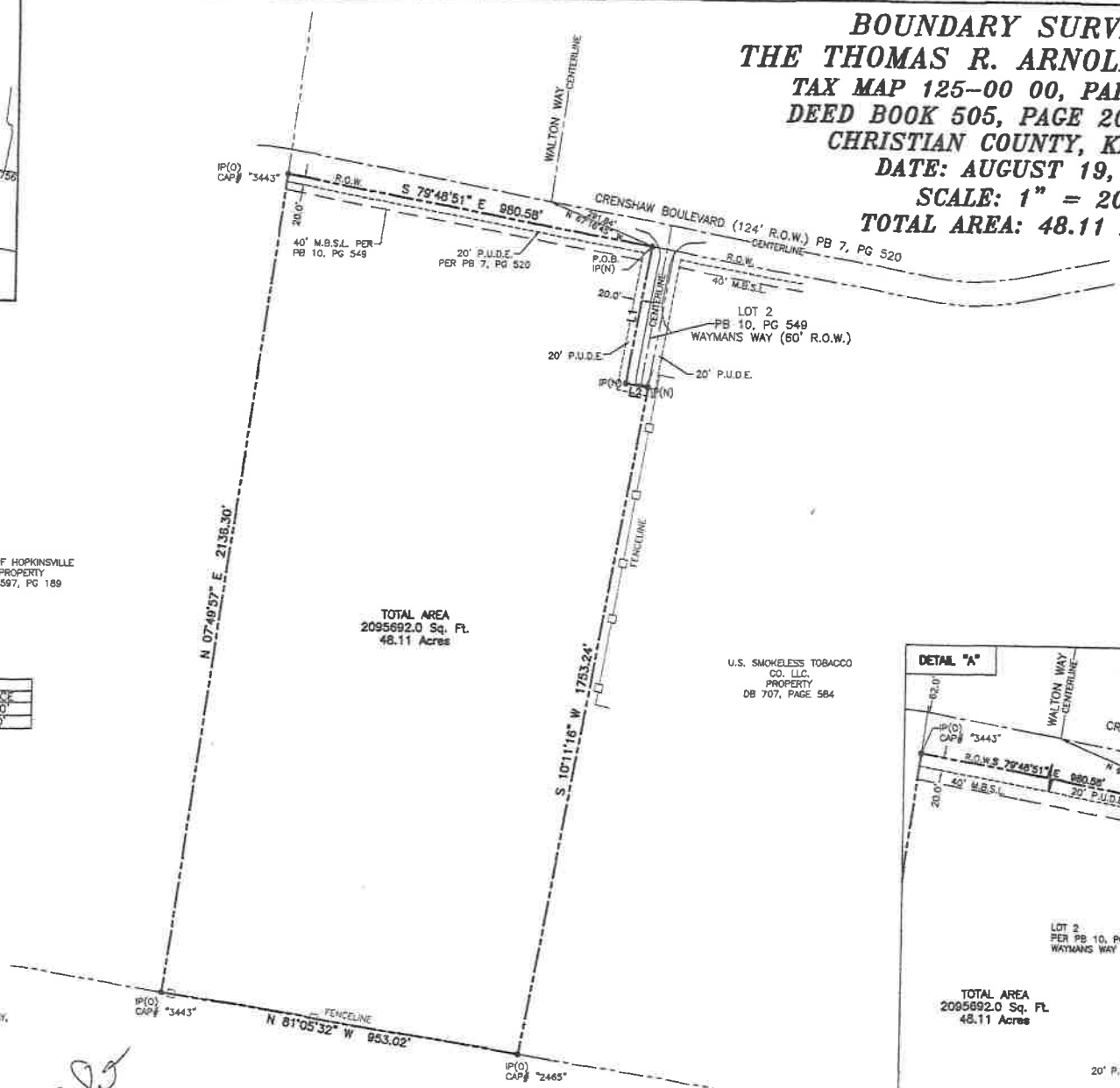
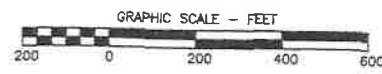
That I am not liable for anything that is changed, that these lines are based upon the latest recorded plat or deed as well as other data that is available to me at this time. This survey is correct to the best of my knowledge, belief, and professional opinion.

SAD PROPERTY SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, CONDEMNANCES, AND RESTRICTIONS OF RECORD.

NOTE: THIS SURVEY IS SUBJECT TO CHANGE CONTINGENT UPON RECEIPT OF A CURRENT ABSTRACT OR TITLE POLICY COVERING THE PROPERTY SHOWN HEREON.

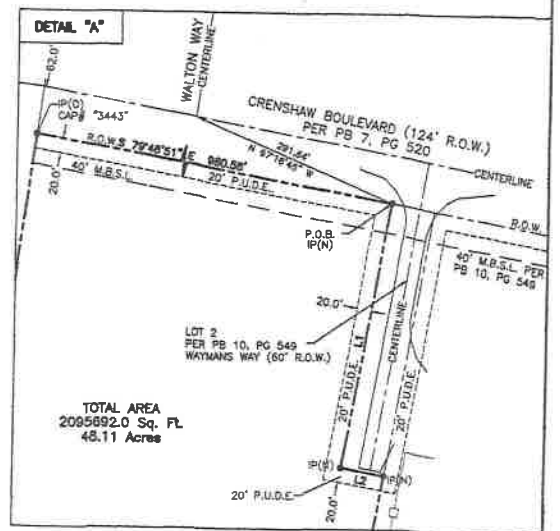


WHC SOUTH CHRISTIAN PRODUCTION LLC
PROPERTY
DB 639, PG 588



TOTAL AREA
2095692.0 Sq. Ft.
48.11 Acres

U.S. SMOKELESS TOBACCO
CO. LLC,
PROPERTY
DB 707, PAGE 564



TOTAL AREA
2095692.0 Sq. Ft.
48.11 Acres

Suter Surveying & Land Planning
 CIVIL ENGINEERING & LAND SURVEYING
 P.O. Box 30271
 1805A Alpine Drive
 Clarksville, TN 37040
 ph # (931)
 Fax # (931)

EXHIBIT A

RESOLUTION 03-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF HOPKINSVILLE, KENTUCKY PRELIMINARILY APPROVING THE ISSUANCE OF INDUSTRIAL REVENUE BONDS FOR THE BENEFIT OF TOYOTA BOSHOKU AMERICA, INC. OR AN AFFILIATE THEREOF; AUTHORIZING THE ACQUISITION, CONSTRUCTION, INSTALLATION, AND EQUIPPING OF A “SMART” AUTOMOTIVE PARTS MANUFACTURING FACILITY; AGREEING TO ISSUE BONDS AT THE APPROPRIATE TIME; APPROVING A MEMORANDUM OF AGREEMENT BY AND BETWEEN THE CITY AND THE COMPANY; AND TAKING OTHER PRELIMINARY ACTIONS.

WHEREAS, Toyota Boshoku America, Inc., a corporation organized and existing under the laws of the State of Michigan, or any affiliate thereof (collectively, the “Company”), desires to acquire, construct, install, and equip a new “Smart” automotive parts manufacturing facility consisting of real property, real property improvements, tangible personal property, and manufacturing equipment to be located on a 48.11 acre lot identified on Exhibit A attached hereto (the “Project”), all within the jurisdictional boundaries of the City of Hopkinsville, Kentucky (the “City”); and

WHEREAS, Chapter 103 of the Kentucky Revised Statutes (the “Act”) authorizes the City to issue industrial revenue bonds at the appropriate time to acquire, construct, install, and equip the Project, to lease the Project to the Company pursuant to a lease agreement to be entered into between the City and the Company, and to use the resulting lease payments to pay debt service on the industrial revenue bonds; and

WHEREAS, discussions have occurred between representatives of the Company and the City regarding the issuance of industrial revenue bonds by the City and it is the intention of the City, and the City agrees with the Company, to issue industrial revenue bonds upon compliance by the Company with such reasonable conditions and obligations as the City may require and subject to the approval by the City of the terms of all agreements, resolutions, and other documents incident to the industrial revenue bonds; and

WHEREAS, based upon the estimated costs of the Project, the City proposes to issue its industrial revenue bonds at such time as is needed by the Company in an aggregate principal amount of up to \$230,000,000 (the “Bonds”) to pay costs of the Project, including costs incident to the authorization, sale, and issuance of the Bonds and other financing costs, but with such other financing and contributions from the Company as may be necessary; and

WHEREAS, the Bonds will be payable solely from payments to be made by the Company pursuant to the lease agreement and will not be payable from any funds or assets of the City whatsoever; and

WHEREAS, the Company has represented to the City that the Company will have sufficient financial resources to acquire, construct, install, and equip the Project and to operate the Project throughout the term of the Bonds, meeting the obligations of the lease agreement when due; and

WHEREAS, the City proposes to enter into the lease agreement with the Company with respect to the Project at the appropriate time under which the Company will covenant and agree to pay amounts sufficient to provide for the payment of principal of and premium, if any, and interest on the Bonds together with all bond trustee, servicing agent, or paying agent fees, if any, in connection with the Bonds and any other related charges as the same come due and payable; and to evidence the preliminary agreement of the City and the Company with respect to these matters the parties propose to enter into a Memorandum of Agreement substantially in the form set out in EXHIBIT B attached hereto; and

WHEREAS, the City proposes to enter into a Payment in Lieu of Taxes Agreement with the Company in the form set forth as EXHIBIT C attached hereto at the time the Bonds are issued, and the Company, pursuant to such agreement, proposes to make annual payments to the City, the County of Christian, Kentucky, the Christian County School District, and certain other taxing districts within Christian County while the Bonds are outstanding in lieu of the ad valorem taxes that would be payable thereto by the Company if title to the Project were not held by the City while the Bonds are outstanding.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF HOPKINSVILLE, KENTUCKY AS FOLLOWS:

SECTION 1. INCORPORATION OF RECITALS. The facts and recitations set out in the recitals of this Resolution are adopted and organized as a part hereof, and the terms defined in the recitals shall have the same meanings when used herein.

SECTION 2. PUBLIC PURPOSES. The issuance of the Bonds, the acquisition, construction, installation, and equipping of the Project, and the lease of the Project to the Company, as herein provided, will further the public purposes of the Act by promoting economic development, reducing unemployment, and encouraging the increase of industry, all within the Commonwealth of Kentucky and particularly within the environs of the City.

SECTION 3. COMMENCEMENT OF PROJECT. The Company may initiate the Project, subject to reimbursement of certain costs of the Project from the proceeds of the bonds when issued. The Company has represented that it has sufficient financial resources to construct and acquire the Project and to place it in operation and to continue to operate, maintain, and insure the Project throughout the term of the Bond issue. The City assumes no responsibility for the acquisition, construction, installation, equipping, completion, or operation of the Project, which shall be the responsibility of the Company.

SECTION 4. COMMITMENT TO ISSUE BONDS. The City hereby undertakes to issue the Bonds to acquire, construct, install, and equip the Project and to lease the Project to the Company during the term of the Bonds, which shall be for twenty years. The foregoing undertaking is conditioned upon (i) the approval by the City of the terms of all agreements, resolutions, and other documents

incident to the Bond issue to which the City is a party; (ii) the negotiation of acceptable terms with the purchaser of the Bonds and the execution of a lease agreement between the City and the Company; (iii) compliance by the Company with such reasonable conditions and obligations as the City may require; and (iv) resolution of all issues related to options or other property rights held or allegedly held by third parties related to the real property upon which the Project will be located.

SECTION 5. USE OF BOND PROCEEDS. Project costs shall be paid using the proceeds of the Bonds, such proceeds to be supplemented by contributions of the Company as necessary to complete the Project. The lease agreement shall establish sufficient safeguards to insure that all money provided by the City from the proceeds of the Bonds will be expended, by way of direct expenditure or reimbursement, solely for the purposes of the Project.

SECTION 6. MAXIMUM PAR AMOUNT. The total amount of money necessary to be provided by the City through the issuance of the Bonds for the acquisition, construction, installation, and equipping of the Project will not exceed \$230,000,000.

SECTION 7. SPECIAL AND LIMITED OBLIGATIONS. No Bond shall (a) constitute a general obligation, debt, bonded indebtedness, or liability of the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof; (b) pledge the full faith or credit of the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof for payment of any principal of, premium, if any, or interest on such Bond; or (c) give rise to a general obligation or liability of, or charge against, the general credit or taxing power of the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof. No holder or owner of any Bond shall have the right to require taxes or excises to be levied by the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof for the payment of any principal of, premium, if any, or interest on such Bond. The Bonds, when issued, will be special and limited obligations of the City payable solely from receipts derived under the lease agreement for the Bond and under any trust estate, if any, established by the City in connection therewith. The only security pledged for the Bonds shall be the independent revenues and assets of the Company as described in the lease agreement. Neither the City Council of the City nor the general assembly of the Commonwealth of Kentucky will appropriate any funds to fulfill the financial obligations represented by the Bonds.

No recourse shall be had for the payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or upon any obligation, covenant, or agreement therein contained against any past, present, or future official, officer, member, employee, or agent of the City, the Commonwealth of Kentucky or any agency or political subdivision thereof, as such, either directly or through the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof, under any rule of law or equity, statute, or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, officer, member, employee, or agent as such shall be expressly waived and released as a condition of and consideration for the issuance of the Bonds.

SECTION 8. MEMORANDUM OF AGREEMENT. The Mayor of the City is hereby authorized and directed to execute, and the City Clerk of the City is hereby authorized and directed to attest, a Memorandum of Agreement by and among the City and the Company substantially in the form

of EXHIBIT B attached hereto setting forth their preliminary agreements respecting the Bonds and the Project.

SECTION 9. PILOT AGREEMENT. The form of the Payment In Lieu of Taxes Agreement to be utilized by the City and the Company in connection with the Bonds is hereby approved and is set forth as EXHIBIT C attached hereto (the “PILOT Agreement”). The execution and delivery of the PILOT Agreement shall be authorized by the City in a subsequent ordinance or resolution authorizing the issuance, execution, and delivery of the Bonds.

SECTION 10. AUTHORIZATION OF ALL NECESSARY ACTIONS. Bond Counsel designated in the Memorandum of Agreement is authorized and directed on behalf of the City to take any legal action necessary and appropriate in connection with the authorization, issuance, and sale of the Bonds. The Company is authorized and directed to take any other legal action necessary and customary in order to satisfy any prerequisites to the issuance of the Bonds. The City Attorney is authorized and directed to assist Bond Counsel and the Company in this connection.

SECTION 11. EFFECTIVE DATE. This Resolution shall be in full force and effect from and after its adoption. To the extent any prior resolution, ordinance, or part thereof is in conflict herewith, the provisions of this Resolution shall prevail and be given effect.

[Signature page follows]

SIGNATURE PAGE TO RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF HOPKINSVILLE, KENTUCKY

INTRODUCED, SECONDED, READ, AND ADOPTED AT A DULY CONVENED MEETING OF THE CITY COUNCIL OF THE CITY OF HOPKINSVILLE, KENTUCKY, held on September 14, 2023, on the same occasion signed in open session by the Mayor of the City as evidence of his approval, attested under seal by the City Clerk of the City Council, ordered to be filed and recorded as required by law, and declared to be in full force and effect according to law.

CITY OF HOPKINSVILLE, KENTUCKY

(Seal)

By: _____
Mayor James R. Knight Jr.

Attest:

City Clerk Brittany Byrum

CERTIFICATION

I, the undersigned, do hereby certify that I am the duly qualified and acting Clerk of the City Council of the City of Hopkinsville, Kentucky, and as such Clerk I further certify that the foregoing (with the attached EXHIBITS A, B, and C) is a true, correct, and complete copy of a Resolution duly adopted by the City Council of the City at a duly convened meeting held on September 14, 2023, on the same occasion signed by the Mayor of the City, duly filed, recorded, and indexed in my office and now in force and effect, and that all action taken in connection with such Resolution was in compliance with the requirements of KRS 61.810 through 61.835, all as appears from the official records of the City Council in my possession and under my control.

IN WITNESS WHEREOF, I have hereunto set my hand this September 14, 2023.

City Clerk

EXHIBIT A
to
RESOLUTION OF THE HOPKINSVILLE CITY COUNCIL

PROJECT LOCATION

(See attachment)

EXHIBIT B
to
RESOLUTION OF THE HOPKINSVILLE CITY COUNCIL

MEMORANDUM OF AGREEMENT

This MEMORANDUM OF AGREEMENT is made as of September 14, 2023, by and among the CITY OF HOPKINSVILLE, KENTUCKY, a City and political subdivision duly existing under and by virtue of the Constitution and laws of the Commonwealth of Kentucky (the “City”) and TOYOTA BOSHOKU AMERICA, INC., a corporation organized and existing under the laws of the State of Michigan, for itself and on behalf of any of its affiliates (collectively, the “Company”).

WITNESSETH:

WHEREAS, the City is authorized under Chapter 103 of the Kentucky Revised Statutes (the “Act”) to issue industrial revenue bonds to pay all or a portion of the costs of acquiring, constructing, installing, and equipping industrial buildings, to lease such facilities to any person, and to use the resulting lease payments to pay debt service on the industrial revenue bonds, all in order to accomplish the public purposes of promoting economic development, decreasing unemployment, and encouraging the increase of industry within the Commonwealth of Kentucky; and

WHEREAS, the Company desires to acquire, construct, install, and equip a new “Smart” automotive parts manufacturing facility and facilities functionally related thereto consisting of real property, real property improvements, tangible personal property, and manufacturing equipment to be located on a 48.11 acre lot identified on Attachment A attached hereto (the “Project”), all within the jurisdictional boundaries of the City; and

WHEREAS, the Company has requested that the City issue its industrial revenue bonds pursuant to the Act in an aggregate principal amount not to exceed \$230,000,000 (the “Bonds”), to acquire, construct, install, and equip the Project and to lease the Project to the Company while the Bonds are outstanding; and

WHEREAS, the City has found and determined that the financing of the Project will promote the public purposes of the Act by promoting economic development, reducing unemployment, and encouraging the increase of industry, all within the environs of the Commonwealth of Kentucky and particularly within the geographical boundaries of the City; and

WHEREAS, the City proposes to issue the Bonds to finance the Project and desires to authorize the Company to proceed with the acquisition, construction, installation, and equipping of the Project and be reimbursed from the proceeds of the Bonds for costs incurred related thereto before the issuance of the Bonds; and

WHEREAS, the City proposes to enter into a lease agreement (the “Lease Agreement”) with the Company relating to the Bonds, whereby the Company will agree to make payments to

the City sufficient to provide for the payment of the principal of, premium, if any, and interest on the Bonds and all other costs of the City incurred in connection with the Bonds.

NOW, THEREFORE, in consideration of the premises and of the covenants and undertakings herein expressed, the City and the Company hereby agree as follows:

SECTION 1. COMMENCEMENT OF THE PROJECT. The Company may commence the acquisition, construction, installation, and equipping of the Project and may provide or cause to be provided, at its own expense, any necessary interim financing to permit such acquisition, construction, installation, and equipping to commence and continue.

SECTION 2. ISSUANCE OF THE BONDS. The City will issue and sell the Bonds pursuant to the terms of the Act in an aggregate principal amount not to exceed \$230,000,000. The Bonds shall be issued in one or more series, shall be signed by the manual or facsimile signature of the Mayor of the City, shall be attested by the manual or facsimile signature of the City Clerk of the City, shall bear such title or designation, shall bear interest at such rate or rates, shall be in such denomination or denominations, shall be subject to such terms of redemption, shall be in registered form, shall be payable as to principal, redemption price, and interest at such place or places, and shall contain such other terms and conditions as may be fixed by or pursuant to an ordinance or resolution of the City before the sale and delivery thereof. The foregoing undertaking is conditioned upon (i) the approval by the City of the terms of all agreements, resolutions, and other documents incident to the Bond issue to which the City is a party; (ii) the negotiation of acceptable terms with the purchaser of the Bonds and the execution of a lease agreement between the City and the Company; (iii) compliance by the Company with such reasonable conditions and obligations as the City may require; and (iv) resolution of all issues related to options or other property rights held or allegedly held by third parties related to the real property upon which the Project will be located.

SECTION 3. SALE OF THE BONDS. The City will cooperate with the Company for the purpose of issuing and selling the Bonds on the best terms reasonably obtainable; and if arrangements therefor satisfactory to the City and the Company can be made, the City will authorize the execution and delivery of such instruments and the taking of such further actions as may be necessary or advisable for the authorization, issuance, and sale of the Bonds on a negotiated basis and the expenditure of the proceeds thereof to acquire, construct, install, and equip the Project (or to reimburse the Company for such costs), all as shall be authorized by law and mutually satisfactory to the City and the Company.

SECTION 4. LEASE AGREEMENT. Upon the issuance of the Bonds, the City and the Company shall enter into the Lease Agreement pursuant to which the Project shall be leased to the Company in exchange for lease payments in such sums and at such times as shall be sufficient to pay the principal, premium, if any, and interest on the Bonds, as and when the same shall become due and payable and additional payments in such sums as shall be sufficient to pay the fees and expenses of the indenture trustee or servicing agent thereof, and all related costs and expenses; and the Company shall have the option to prepay rent under the lease at such times and under such terms and conditions as are mutually satisfactory to the City and the Company.

SECTION 5. OTHER ACTIONS AUTHORIZED. The City will take or cause to be taken such other acts and adopt or cause to be adopted such further proceedings as may be required to implement the aforesaid undertakings or as it may deem appropriate pursuant thereto.

SECTION 6. PAYMENT OF CITY FEES AND EXPENSES. As an inducement to the City to enter into this Memorandum of Agreement, the Company agrees that it will pay the reasonable expenses of the City or reimburse the City for its reasonable expenses incurred in connection with the issuance of the Bonds, including the fees and expenses of its counsel, which the City may incur at the request of the Company, or as may be necessary, arising from the execution of this Memorandum of Agreement and the performance by the City of its obligations hereunder.

SECTION 7. APPOINTMENT OF BOND COUNSEL. The City hereby appoints Dinsmore & Shohl LLP to serve as Bond Counsel for the issuance of the Bonds.

SECTION 8. SPECIAL AND LIMITED OBLIGATIONS. No bond shall (a) constitute a general obligation, debt, bonded indebtedness, or liability of the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof; (b) pledge the full faith or credit of the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof for payment of any principal of, premium, if any, or interest on such bond; or (c) give rise to a general obligation or liability of, or charge against, the general credit or taxing power of the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof. No holder or owner of any Bond shall have the right to require taxes or excises to be levied by the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof for the payment of any principal of, premium, if any, or interest on such Bond. The Bonds, when issued, will be special and limited obligations of the City payable solely from receipts derived under the Lease Agreement for such Bond and under any trust estate established by the City in connection therewith. The only security pledged for the Bonds shall be the independent revenues and assets of the Company as described in the Lease Agreement. Neither the City Council of the City nor the general assembly of the Commonwealth of Kentucky will appropriate any funds to fulfill the financial obligations represented by the Bonds.

No recourse shall be had for payment of principal of, premium, if any, or interest on any Bond or for any claim based thereon or upon any obligation, covenant, or agreement therein contained against any past, present, or future official, officer, member, employee, or agent of the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof, as such, either directly or through the City, the Commonwealth of Kentucky, or any agency or political subdivision thereof, under any rule of law or equity, statute, or constitution, or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such official, officer, member, employee, or agent as such shall be expressly waived and released as a condition of and consideration for the execution and delivery of this Memorandum of Agreement and the issuance of the Bonds.

[Signature page follows]

SIGNATURE PAGE TO MEMORANDUM OF AGREEMENT

IN WITNESS WHEREOF, the parties hereto have entered into this Memorandum of Agreement on the date first above written.

CITY OF HOPKINSVILLE, KENTUCKY

By: _____
Mayor James R. Knight Jr.

Attest:

City Clerk Brittany Byrum

TOYOTA BOSHOKU AMERICA, INC.,
for itself and on behalf of any of its affiliates

By: _____

Name: _____

Title: _____

ATTACHMENT A
to
MEMORANDUM OF AGREEMENT

PROJECT LOCATION

(See attachment)

EXHIBIT C
to
RESOLUTION OF THE HOPKINSVILLE CITY COUNCIL
FORM OF PAYMENT IN LIEU OF TAXES AGREEMENT

* * * * *

PAYMENT IN LIEU OF TAXES AGREEMENT

THIS PAYMENT IN LIEU OF TAXES AGREEMENT, made as of [Closing Date] (this “Agreement”), by and between the CITY OF HOPKINSVILLE, KENTUCKY, a City and political subdivision in and of the Commonwealth of Kentucky (the “City”) and TOYOTA BOSHOKU AMERICA, INC., a corporation organized and existing under the laws of the State of Michigan (the “Company”).

WITNESSETH:

WHEREAS, all capitalized terms utilized herein shall have the meanings provided in Section 2 hereof unless the context provides otherwise; and

WHEREAS, the City, at the request of the Company, has agreed to issue its City of Hopkinsville, Kentucky, Industrial Building Revenue Bonds, Series 20[___] (Toyota Boshoku America Project) in a maximum principal amount of \$230,000,000 pursuant to the provisions of Chapter 103 of the Kentucky Revised Statutes, the proceeds of which will be used to acquire, construct, install, and equip a new “Smart” automotive parts manufacturing facility consisting of real property, real property improvements, tangible personal property, and manufacturing equipment to be located on a 48.11 acre lot at Waymans Way, all within the jurisdictional boundaries of the City, which Project is owned by the City and leased to the Company under a Lease Agreement dated as of [Closing Date], by and between the City and the Company; and

WHEREAS, pursuant to the provisions of Section 103.285 of the Kentucky Revised Statutes, the Project will be exempt from ad valorem taxation to the same extent as other public property used for public purposes, so long as it is owned by the City; and

WHEREAS, notwithstanding the exemption from ad valorem taxes of the Project during the period the Bonds are outstanding, it is the desire of the parties to make provisions for payments in lieu of taxes by the Company to the various taxing authorities within Christian County, Kentucky.

NOW, THEREFORE, the City and the Company hereby agree as follows:

SECTION 1. RECITALS ORGANIZED. It is hereby found, determined, and declared that the recitals set forth above are true and correct and are hereby organized into this Section 1 by reference.

SECTION 2. DEFINITIONS. The following words and terms as used in this Agreement shall have the following meanings unless the context or use indicates another or different meaning or intent:

“Agreement” means this Payment in Lieu of Taxes Agreement dated as of [Closing Date], by and between the City and the Company, as the same may be amended or supplemented from time to time.

“Assessment Date” means each January 1 beginning on (and including) January 1, 20[___] and ending on (and including) the earlier of (i) January 1, 20[___], or (ii) the last January 1 immediately preceding the date that no Bond remains Outstanding.

“Bond Purchase Agreement” means the Bond Purchase Agreement dated [Closing Date], by and between the City and [Purchaser Name] related to the Bonds, as the same may be amended or supplemented from time to time.

“Bonds” means the City of Hopkinsville, Kentucky Industrial Building Revenue Bonds, Series 20[___] (Toyota Boshoku America Project), dated [Closing Date], in an original maximum principal of \$230,000,000.

“City” means the City of Hopkinsville, Kentucky, a City and political subdivision of the Commonwealth.

“Commonwealth” means the Commonwealth of Kentucky.

“Company” means Toyota Boshoku America, Inc., a corporation organized and existing under the laws of the State of Michigan, or its assignee.

“County” means the County of Christian, Kentucky, a county and political subdivision of the Commonwealth.

“District” means any of the Local Districts or the School District.

“Districts” means all of the Districts.

“Extension District” means the Christian County Cooperative Extension Service District, an extension district and political subdivision of the Commonwealth.

“Fair Cash Value” has the meaning provided in Section 6 hereof.

“Health District” means the Christian County Public Health Taxing District, a public health taxing district and political subdivision of the Commonwealth created and existing pursuant to Section 212.720 of the Kentucky Revised Statutes.

“Lease Agreement” means the Lease Agreement dated [Closing Date], by and between the City and the Company related to the Bonds, as the same may be amended or supplemented from time to time.

“Local District” means either the City, the County, the Extension District, the Health District, or the Soil Conservation District.

“Local Districts” means all of the Local Districts.

“Outstanding” has, with respect to the Bonds, the meaning provided in the Bond Purchase Agreement.

“Payment Date” means each date a PILOT Payment is due to any District hereunder, such date to be determined in accordance with Section 4 hereof.

“PILOT Payment” means a payment of money by the Company to a District in accordance with the terms and conditions hereof, which is intended to constitute a payment made to the District in lieu of ad valorem property tax revenue as a result of the City holding title to the Project from (and including) the date hereof to (and including) the last Assessment Date immediately preceding the date that no Bond remains Outstanding.

“Project” means the industrial building facilities financed with the proceeds of the Bonds, being the costs of acquiring, constructing, installing, and equipping a new “Smart” automotive parts manufacturing facility consisting of real property, real property improvements, tangible personal property, and manufacturing equipment to be located on a 48.11 acre lot at [Project Street Address], Hopkinsville, Kentucky.

“Reduced Local Tax” means, with respect to a Local District for any Tax Year, the product of twenty percent multiplied by the Regular Local Tax for such Local District for such Tax Year.

“Regular Local Tax” means, with respect to a Local District for any Tax Year, the amount of valorem property taxes that would have been assessed and owing by the Company with respect to the Project for the benefit of such Local District if the Project were owned by the Company and subject to ad valorem property taxes by such Local District on such Assessment Date for such Tax Year.

“Regular School Tax” means, for any Tax Year, the amount of ad valorem property taxes that would have been assessed and owing by the Company with respect to the Project for the benefit of the School District if the Project were owned by the Company and subject to ad valorem property taxes by the School District on such Assessment Date for such Tax Year.

“School District” means the Christian County School District, a public school district and political subdivision of the Commonwealth created and existing pursuant to Chapter 160 of the Kentucky Revised Statutes and governed by the Christian County Board of Education.

“Soil Conservation District” means the Christian County Soil Conservation District, a soil conservation district, political subdivision, and public body corporate and

politic of the Commonwealth created and existing pursuant to Chapter 262 of the Kentucky Revised Statutes.

“Tax Year” means a calendar year for which ad valorem property taxes are assessed by the Districts on the Assessment Date during such calendar year and due and payable to the Districts during the same calendar year.

“Term” has the meaning provided in Section 8 hereof.

SECTION 3. TAX EXEMPTION. The City and the Company hereby acknowledge and agree that during the Term of this Agreement and the Lease Agreement, pursuant to KRS 103.285 the Project will be exempt from ad valorem taxation to the same extent as other public property used for public purposes. For purposes of clarity, the City and the Company acknowledge that the Company’s leasehold interest is exempt from local taxation pursuant to KRS 132.200(7) and is taxable for state purposes at the applicable state tax rate, except that the state rate shall not apply to the proportion of value of the leasehold interest created through any private financing. The Company agrees annually to list any taxable leasehold in the Project created by the Lease Agreement by filing Form 62A500 (Tangible Personal Property Tax Return), or other applicable property tax return.

SECTION 4. PILOT PAYMENTS. In consideration of (a) the ad valorem tax exemption provided to the Company by the City for the Project in connection with the issuance by the City of the Bonds and (b) the agreement of the City to continue to hold title to the Project for so long as the Bonds are Outstanding, for each Tax Year that the Bonds are Outstanding, the Company shall pay PILOT Payments to each District on or before each Payment Date immediately following the Assessment Date for such Tax Year.

The amount of each PILOT Payment payable to the School District for a particular Tax Year shall equal the Regular School Tax for such Tax Year.

The amount of each PILOT Payment payable to each Local District for a particular Tax Year shall equal the Reduced Local Tax for such Local District for such Tax Year.

SECTION 5. DETERMINATION OF TAXES. The amount of Reduced Local Tax for each Local District for any Tax Year shall be equal the product of (a) the Fair Cash Value of the Project as of the Assessment Date for such Tax Year, multiplied by (b) the ad valorem property tax rate levied by such Local District for such Tax Year, multiplied by (c) twenty percent. If a Local District levies different ad valorem property tax rates for real and tangible personal property during any Tax Year, such respective rates shall be applied to the respective values of real and tangible personal property when determining the Reduced Local Tax that would otherwise be owed for such Tax Year.

The amount of Regular School Taxes for any Tax Year shall be equal the product of (a) the Fair Cash Value of the Project as of the Assessment Date for such Tax Year, multiplied by (b) the ad valorem property tax rate levied by the School District for such Tax Year. If the School District levies different ad valorem property tax rates for real and tangible personal property during any Tax Year, such respective rates shall be applied to the respective values of real and tangible

personal property when determining the Regular School Taxes that would otherwise be owed for such Tax Year.

SECTION 6. DETERMINATION OF FAIR CASH VALUE. The Christian County Property Valuation Administrator (the “PVA”) is generally responsible for determining the assessed value of real estate within the County and City. For purposes of calculating any PILOT Payment payable by the Company under this Agreement, (i) the “Fair Cash Value” of any tangible personal property comprising a part of the Project shall be annually determined by applying the applicable depreciation factors published annually on the Kentucky Department of Revenue Form 62A500 (Personal Property Tax Form) to the Project’s original cost and age, and (ii) the “Fair Cash Value” of any real property and real property improvements shall be annually determined by the PVA.

SECTION 7. TIMING OF PILOT PAYMENTS. Any PILOT Payment payable in a Tax Year hereunder shall be paid at the same time and in the same manner as ad valorem taxes levied by the Districts for such Tax Year, except that the Company shall deliver PILOT Payments to the Districts at the addresses provided in Section 9 below, instead of to the regular tax collector. The PILOT Payments for each such Tax Year shall be due and payable in full no later than December 31st of that year or a later date established pursuant to KRS 134.015.

SECTION 8. TERM. This Agreement shall be effective for the period beginning on (and including) [Closing Date], and shall terminate on the earlier of (a) [Maturity Date] or (b) the first date that no Bonds remain Outstanding.

SECTION 9. NOTICES AND PAYMENTS. All notices, certificates, or other communications hereunder and shall be sufficiently given and shall be deemed given when delivered or mailed by registered or certified mail, postage prepaid, addressed as follows:

To the City:	City of Hopkinsville, Kentucky 715 South Virginia Street Hopkinsville, Kentucky 42240
To the Company:	Toyota Boshoku America, Inc. 1360 Dolwick Drive Erlanger, Kentucky 41018
To the School District:	Hopkinsville City School District 1155 West Main Street Hopkinsville, Kentucky 40066-0159
To the Extension District:	Christian County Cooperative Extension Service District 2850 Pembroke Road Hopkinsville, Kentucky 42240

To the Health District: Christian County Public Health Taxing District
1700 Canton Street
Hopkinsville, Kentucky 42240

To the Soil Conservation District: Christian County School District
3237 Eagle Way By-Pass
Hopkinsville, Kentucky 42240

SECTION 10. ENTIRE AGREEMENT. This Agreement contains all of the agreements and conditions made between the parties hereto regarding the subject matter of this Agreement and there are no other agreements or understandings, written or oral, between the parties relating to the subject matter of this Agreement. This Agreement supersedes all prior agreements and understandings, written and oral, between the parties with respect to such subject matter. This Agreement may not be modified orally or in any other manner than by an agreement in writing signed by both parties hereto or their respect successors in interest. The invalidity, illegality, or unenforceability of any provision of this Agreement will not affect the validity, legality, or enforceability of the remaining provisions.

SECTION 11. BINDING EFFECT. This Agreement shall inure to the benefit of and shall be binding upon the City and the Company and the other Districts (as third party beneficiaries), and their respective successors and assigns.

SECTION 12. EXECUTION IN COUNTERPARTS. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 13. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth.

SECTION 14. CAPTIONS. The captions or headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions or sections of this Agreement.

[Signature page follows]

SIGNATURE PAGE TO PAYMENT IN LIEU OF TAXES AGREEMENT

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

CITY OF HOPKINSVILLE, KENTUCKY

By: _____
Mayor James R. Knight Jr.

Attest:

By: _____
City Clerk Brittany Byrum

TOYOTA BOSHOKU AMERICA, INC.

By: _____
Name: _____
Title: _____

RESOLUTION 04-2023

**A RESOLUTION OF THE CITY OF HOPKINSVILLE, KENTUCKY
AUTHORIZING AN EDF APPLICATION SUBMITTED TO THE KENTUCKY ECONOMIC
DEVELOPMENT CABINET FOR FUNDING TO ASSIST TOYOTA BOSHOKU AMERICA, INC.
IN THE DEVELOPMENT OF AN INDUSTRIAL PLANT, AND TO AUTHORIZE THE CABINET
FOR ECONOMIC DEVELOPMENT TO DISPERSE THE EDF FUNDS IN THE AMOUNT OF
\$750,000.00 TO THE CITY FOR SAID PROJECT**

WHEREAS, the City of Hopkinsville is constantly and actively seeking, sustaining, and improving economic development in Hopkinsville, Christian County; and

WHEREAS, it is recognized that EDF funds are critical to create more competitive sites and to improve economic growth; and

WHEREAS, Toyota Boshoku America, Inc. plans to develop an industrial plant in Hopkinsville, Christian County, and has requested EDF funds to assist in said development.

NOW, THEREFORE, BE IT RESOLVED, Hopkinsville City Council hereby adopts this resolution authorizing an EDF application to the Kentucky Economic Development Cabinet for funding to assist Toyota Boshoku America, Inc. in the development of an industrial plant in Hopkinsville, Christian County, Kentucky. It is further resolved that the City of Hopkinsville is authorized to receive said EDF funds in the amount of \$750,000.00 for the Toyota Boshoku America, Inc. development.

Passed by the City Council of the City of Hopkinsville, Kentucky this the ____ day of _____, 2023.

APPROVED: _____
James R. Knight, Jr.
Mayor

ATTEST: _____
Brittany Byrum, CMC
City Clerk