

RESOLUTION NO. 2022-11

LAFAYETTE COMMON COUNCIL

A RESOLUTION DECLARING THE DESIGNATION OF CERTAIN REAL ESTATE AS AN ECONOMIC REVITALIZATION AREA (ERA) AND APPROVING THE APPLICATION FOR PROPERTY TAX ABATEMENT

**FAIRFIELD MANUFACTURING COMPANY, INC
PERSONAL PROPERTY**

WHEREAS, IC 6-1.1-12.1 allows for a partial abatement of property taxes attributable to the redevelopment/rehabilitation of real property and/or installation of new personal property in an Economic Revitalization Area (ERA); and

WHEREAS, IC 6-1.1-12.1 empowers the Common Council to designate Economic Revitalization Areas (ERAs); and

WHEREAS, the Common Council has designated the Lafayette Redevelopment Commission as the agency to make preliminary investigations, determinations, and recommendations to the Common Council as to what areas should be designated Economic Revitalization Areas; and

WHEREAS, Fairfield Manufacturing Company, Inc has requested the real estate named in Exhibit "C" be designated an Economic Revitalization Area for the purpose of achieving real and/or personal property tax savings, which request has been accompanied by an Application, Statement of Benefits dated April 20, 2022, and a Supplement to Statement of Benefits and other information set forth in said attachments included in Exhibit A; and

WHEREAS, Fairfield Manufacturing Company, Inc has requested a deduction from the assessed value of such new manufacturing equipment installed pursuant to the Statement of Benefits over a period of ten (10) years in accordance with the following abatement schedule percentages:

| Year | Percentage |
|------|------------|
| 1 | 100 |
| 2 | 90 |
| 3 | 80 |
| 4 | 70 |
| 5 | 60 |
| 6 | 50 |
| 7 | 40 |
| 8 | 30 |
| 9 | 20 |
| 10 | 10 |

WHEREAS, Fairfield Manufacturing Company, Inc has agreed to enter into a Memorandum of Agreement (MOA) setting forth certain terms and understandings related to the approval of the deduction for tax abatement purposes, which MOA is attached hereto as Exhibit “B;” and

WHEREAS, on April 28, 2022, the Lafayette Redevelopment Commission recommended approval of the designation of the real estate described in Exhibit A as an Economic Revitalization Area and Statement of Benefits, Supplement to Statement of Benefits and Memorandum of Agreement through passage of Resolution No. LRC-2022-06;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE that:

1. The Common Council finds that
 - A. The subject real estate complies with the statutory criteria for an Economic Revitalization Area; and
 - B. The estimate of cost of installation of new manufacturing equipment is reasonable for projects of this nature; and
 - C. The estimate of the number of individuals who will be employed or whose employment will be retained can be reasonably expected to result from the proposed installation of new manufacturing equipment; and
 - D. The estimate of the annual salaries of those individuals who will be employed or whose employment will be retained can be reasonably expected to result from the proposed installation of new manufacturing equipment; and
 - E. The tax base of the City of Lafayette and all relevant taxing districts can be reasonably expected to increase from the proposed installation of new manufacturing equipment; and
 - F. The total benefits are sufficient to justify the deduction.
2. The Common Council designates, finds, and establishes the subject real estate as an Economic Revitalization Area for the purpose of achieving real and/or personal property tax savings as permitted under IC 6-1.1-12-1, subject to final confirmation after public hearing.
3. The Economic Revitalization Area designation terminates ten (10) years after January 1, 2022.
4. Subject to final confirmation after public hearing, the Statement of Benefits filed April 20, 2022, and Supplement to Statement of Benefits are hereby approved.

5. Subject to final confirmation after public hearing, Fairfield Manufacturing Company, Inc is entitled to the opportunity to apply for a property tax deduction for an increase in assessed value resulting from the installation of new manufacturing equipment for a period of ten (10) years in accordance with the following schedule percentages:

| Year | Percentage |
|------|------------|
| 1 | 100 |
| 2 | 90 |
| 3 | 80 |
| 4 | 70 |
| 5 | 60 |
| 6 | 50 |
| 7 | 40 |
| 8 | 30 |
| 9 | 20 |
| 10 | 10 |

6. That the attached Memorandum of Agreement (MOA) be approved and entered into by the Common Council.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF LAFAYETTE, INDIANA, on the 2nd day of May, 2022.

COMMON COUNCIL OF THE
CITY OF LAFAYETTE, INDIANA

Perry E. Brown, President

ATTEST:

Cindy Murray, City Clerk

Presented by me to the Mayor of the City of Lafayette this 2nd day of May, 2022.

Cindy Murray, City Clerk

Signed and approved by me, the Mayor of the City of Lafayette, Indiana, this 2nd day of May, 2022.

Tony Roswarski, Mayor

ATTEST:

Cindy Murray, City Clerk

Sponsored by Tony Roswarski, Mayor



**STATEMENT OF BENEFITS
PERSONAL PROPERTY**

State Form 51784 (R4 / 11-15)
Prescribed by the Department of Local Government Finance

FORM SB-1 / PP

PRIVACY NOTICE

Any information concerning the cost of the property and specific salaries paid to individual employees by the property owner is confidential per IC 6-1.1-12.1-5.1.

INSTRUCTIONS

- This statement must be submitted to the body designating the Economic Revitalization Area prior to the public hearing if the designating body requires information from the applicant in making its decision about whether to designate an Economic Revitalization Area. Otherwise this statement must be submitted to the designating body **BEFORE** a person installs the new manufacturing equipment and/or research and development equipment, and/or logistical distribution equipment and/or information technology equipment for which the person wishes to claim a deduction.
- The statement of benefits form must be submitted to the designating body and the area designated an economic revitalization area before the installation of qualifying abatable equipment for which the person desires to claim a deduction.
- To obtain a deduction, a person must file a certified deduction schedule with the person's personal property return on a certified deduction schedule (Form 103-ERA) with the township assessor of the township where the property is situated or with the county assessor if there is no township assessor for the township. The 103-ERA must be filed between January 1 and May 15 of the assessment year in which new manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment is installed and fully functional, unless a filing extension has been obtained. A person who obtains a filing extension must file the form between January 1 and the extended due date of that year.
- Property owners whose Statement of Benefits was approved, must submit Form CF-1/PP annually to show compliance with the Statement of Benefits. (IC 6-1.1-12.1-5.6)
- For a Form SB-1/PP that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. For a Form SB-1/PP that is approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. (IC 6-1.1-12.1-17)

| SECTION 1 | | TAXPAYER INFORMATION | | | | | | |
|--|--|--|--|---|---|-------------------|-------------------|----------------|
| Name of taxpayer Fairfield Manufacturing Company, Inc. | | | Name of contact person Robert Lowe, Senior Manager - International Tax and C&I | | | | | |
| Address of taxpayer (number and street, city, state, and ZIP code) 27870 Cabot Drive, Novi, Michigan 48377 | | | | Telephone number (734) 629-1397 | | | | |
| SECTION 2 | | LOCATION AND DESCRIPTION OF PROPOSED PROJECT | | | | | | |
| Name of designating body Lafayette City Council | | | Resolution number (s) | | | | | |
| Location of property 2309 Concord Road (US 52 South), Lafayette, Indiana 47903 | | | County Tippecanoe | | DLGF taxing district number 79005 | | | |
| Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. (Use additional sheets if necessary.) Various pieces of machinery primarily used in assembly | | | | ESTIMATED | | | | |
| | | | | | | START DATE | COMPLETION DATE | |
| | | | | Manufacturing Equipment | | 06/01/2022 | 12/31/2023 | |
| | | | | R & D Equipment | | | | |
| | | | | Logist Dist Equipment | | | | |
| IT Equipment | | | | | | | | |
| SECTION 3 | | ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT | | | | | | |
| Current number 487 | Salaries 25,300,000 | Number retained 487 | Salaries 25,300,000 | Number additional 50 | Salaries 1,768,000 | | | |
| SECTION 4 | | ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT | | | | | | |
| NOTE: Pursuant to IC 6-1.1-12.1-5.1 (d) (2) the COST of the property is confidential. | MANUFACTURING EQUIPMENT | | R & D EQUIPMENT | | LOGIST DIST EQUIPMENT | | IT EQUIPMENT | |
| | COST | ASSESSED VALUE | COST | ASSESSED VALUE | COST | ASSESSED VALUE | COST | ASSESSED VALUE |
| | Current values | 158,248,998 | 34,402,180 | | | | | |
| | Plus estimated values of proposed project | 10,000,000 | 4,000,000 | | | | | |
| | Less values of any property being replaced | | | | | | | |
| Net estimated values upon completion of project | 168,248,998 | 38,402,180 | | | | | | |
| SECTION 5 | | WASTE CONVERTED AND OTHER BENEFITS PROMISED BY THE TAXPAYER | | | | | | |
| Estimated solid waste converted (pounds) _____ | | | Estimated hazardous waste converted (pounds) _____ | | | | | |
| Other benefits: | | | | | | | | |
| SECTION 6 | | TAXPAYER CERTIFICATION | | | | | | |
| I hereby certify that the representations in this statement are true. | | | | | | | | |
| Signature of authorized representative | | | | | Date signed (month, day, year) 04/20/2022 | | | |
| Printed name of authorized representative John F. Geddes | | | | Title Treasurer | | | | |

FOR USE OF THE DESIGNATING BODY

We have reviewed our prior actions relating to the designation of this economic revitalization area and find that the applicant meets the general standards adopted in the resolution previously approved by this body. Said resolution, passed under IC 6-1.1-12.12.5, provides for the following limitations as authorized under IC 6-1.1-12.1-2.

- A. The designated area has been limited to a period of time not to exceed 10 calendar years * (see below). The date this designation expires is 12-31-2031. NOTE: This question addresses whether the resolution contains an expiration date for the designated area.
- B. The type of deduction that is allowed in the designated area is limited to:
- | | | | |
|--|---|--|---|
| 1. Installation of new manufacturing equipment; | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18 Check box if an enhanced abatement was approved for one or more of these types. |
| 2. Installation of new research and development equipment; | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |
| 3. Installation of new logistical distribution equipment; | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |
| 4. Installation of new information technology equipment; | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | |
- C. The amount of deduction applicable to new manufacturing equipment is limited to \$ 10,000,000 cost with an assessed value of \$ _____ . (One or both lines may be filled out to establish a limit, if desired.)
- D. The amount of deduction applicable to new research and development equipment is limited to \$ _____ cost with an assessed value of \$ _____ . (One or both lines may be filled out to establish a limit, if desired.)
- E. The amount of deduction applicable to new logistical distribution equipment is limited to \$ _____ cost with an assessed value of \$ _____ . (One or both lines may be filled out to establish a limit, if desired.)
- F. The amount of deduction applicable to new information technology equipment is limited to \$ _____ cost with an assessed value of \$ _____ . (One or both lines may be filled out to establish a limit, if desired.)
- G. Other limitations or conditions (specify) _____
- H. The deduction for new manufacturing equipment and/or new research and development equipment and/or new logistical distribution equipment and/or new information technology equipment installed and first claimed eligible for deduction is allowed for:
- | | | | | | |
|---------------------------------|---------------------------------|---------------------------------|---------------------------------|---|--|
| <input type="checkbox"/> Year 1 | <input type="checkbox"/> Year 2 | <input type="checkbox"/> Year 3 | <input type="checkbox"/> Year 4 | <input type="checkbox"/> Year 5 | <input type="checkbox"/> Enhanced Abatement per IC 6-1.1-12.1-18 Number of years approved: _____ (Enter one to twenty (1-20) years; may not exceed twenty (20) years.) |
| <input type="checkbox"/> Year 6 | <input type="checkbox"/> Year 7 | <input type="checkbox"/> Year 8 | <input type="checkbox"/> Year 9 | <input checked="" type="checkbox"/> Year 10 | |
- I. For a Statement of Benefits approved after June 30, 2013, did this designating body adopt an abatement schedule per IC 6-1.1-12.1-17? Yes No
If yes, attach a copy of the abatement schedule to this form.
If no, the designating body is required to establish an abatement schedule before the deduction can be determined.

Also we have reviewed the information contained in the statement of benefits and find that the estimates and expectations are reasonable and have determined that the totality of benefits is sufficient to justify the deduction described above.

| | | |
|---|--------------------------|--------------------------------|
| Approved by: (signature and title of authorized member of designating body) | Telephone number () | Date signed (month, day, year) |
| Printed name of authorized member of designating body | Name of designating body | |
| Attested by: (signature and title of attester) | Printed name of attester | |

* If the designating body limits the time period during which an area is an economic revitalization area, that limitation does not limit the length of time a taxpayer is entitled to receive a deduction to a number of years that is less than the number of years designated under IC 6-1.1-12.1-17.

IC 6-1.1-12.1-17

Abatement schedules

Sec. 17. (a) A designating body may provide to a business that is established in or relocated to a revitalization area and that receives a deduction under section 4 or 4.5 of this chapter an abatement schedule based on the following factors:

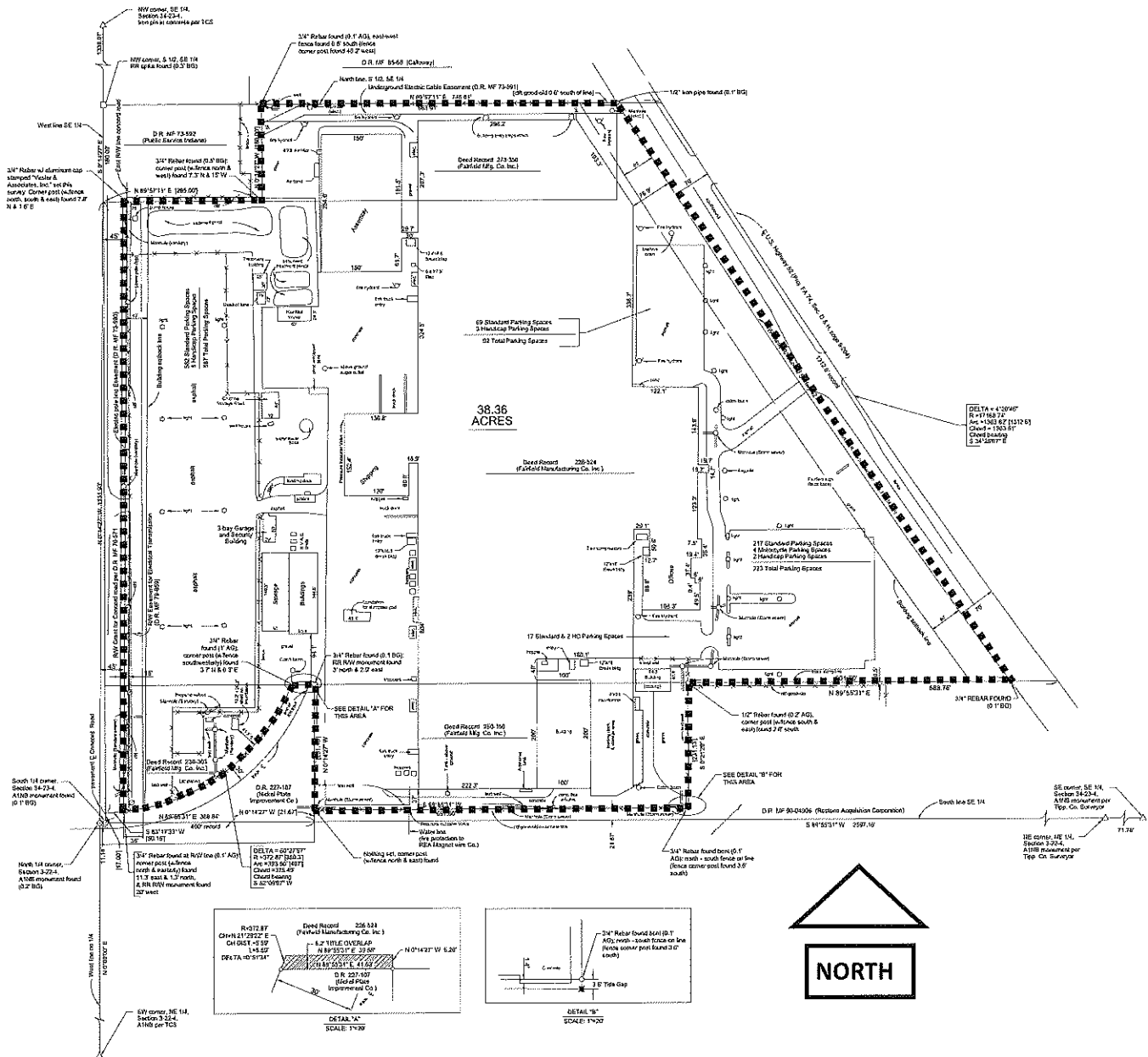
- (1) The total amount of the taxpayer's investment in real and personal property.
- (2) The number of new full-time equivalent jobs created.
- (3) The average wage of the new employees compared to the state minimum wage.
- (4) The infrastructure requirements for the taxpayer's investment.

(b) This subsection applies to a statement of benefits approved after June 30, 2013. A designating body shall establish an abatement schedule for each deduction allowed under this chapter. An abatement schedule must specify the percentage amount of the deduction for each year of the deduction. An abatement schedule may not exceed ten (10) years.

(c) An abatement schedule approved for a particular taxpayer before July 1, 2013, remains in effect until the abatement schedule expires under the terms of the resolution approving the taxpayer's statement of benefits.

EXHIBIT C

Fairfield Manufacturing Company, Inc. Boundary Map and Legal Description



MODERNIZED LEGAL DESCRIPTION

A part of the south half of the southeast quarter of Section Thirty-four (34), Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being more completely described as follows, to wit:

Commencing at the southwest corner of the southeast quarter of Section 34-23-4, said corner being North 89°55'31" East a distance of 11.16 feet from a A1NB monument marking the northwest corner of the northeast quarter of Section 3-22-4; thence North 0°14'27" West along the west line of the southeast quarter of Section 34-23-4 a distance of 17.00 feet to the point of beginning of the herein described tract; thence continuing North 0°14'27" West along said west line a distance of 1131.93 feet to a point which is South 0°14'27" East a distance of 160 feet from a railroad spike marking the northwest corner of the south half of said quarter section; thence North 89°57'11" East parallel with the north line of the south half of said quarter section a distance of 285.00 feet to a rebar; thence North 0°14'27" West parallel with the west line of said quarter section a distance of 180.00 feet to a rebar on the north line of the south half of said quarter section; thence North 89°57'11" East along said north line a distance of 746.61 feet to the centerline of U.S. Highway #52; thence southeasterly along said centerline on a curve

(said curve being concave to the northeast, having a radius of 17188.74 feet, a chord bearing of South 34°28'07" East and a chord distance of 1303.51 feet) an arc distance of 1303.82 feet; thence South 89°55'31" West parallel with the south line of said quarter section a distance of 688.76 feet to a rebar; thence South 0°21'29" East a distance of 231.13 feet to a rebar; thence South 89°55'31" West parallel with and 21.67 feet north of the south line of said quarter section a distance of 697.60 feet to a corner post; thence North 0°14'27" West parallel with the west line of said quarter section a distance of 231.13 feet to a rebar; thence South 89°55'31" West parallel with the south line of said quarter section a distance of 41.53 feet to a rebar; thence southwesterly parallel with and 30.00 feet northwesterly of the centerline of a railroad spur on a curve (said curve being concave to the northwest, having a radius of 372.87 feet, a chord bearing of South 52°09'07" West and a chord distance of 375.49 feet) and arc distance of 393.50 feet; thence South 83°17'33" West a distance of 50.15 feet to the point of beginning, containing 38.36 acres, more or less.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD

EXHIBIT C (Continued)

Fairfield Manufacturing Company, Inc. Boundary Map and Legal Description

LEGAL DESCRIPTION (Per Deed Records 226-524, 230-303, & 250-156)

A part of the Southeast Quarter of Section Thirty-four (34), Township Twenty-three (23) North, Range Four (4) West, in Fairfield Township, Tippecanoe County, Indiana, more completely described as follows: Beginning at a point 400 feet East and 21.67 feet North of the Southwest corner of the Southeast quarter of Section Thirty-four (34); thence North and parallel to the West line of the said Southeast quarter a distance of 231.13 feet; thence East and parallel to the South line of the Southeast quarter for a distance of 694.7 feet; thence Southerly and 90 degrees and 17 minutes to the left from the preceding line for a distance of 231.13 feet, to a point which is 1097.6 feet East and 21.67 feet North of the Southwest corner of the said Southeast quarter; thence West and parallel to the South line of Section Thirty-Four (34) and 21.67 feet North of the same for a distance of 697.6 feet, to the place of beginning.

Said tract of land contains 3.69 acres, more or less.

ALSO:

A part of the South half of the Southeast Quarter of Section Thirty-four (34), Township Twenty-three (23) North, Range four (4) West, more completely described as follows:

Beginning at the Northwest corner of the South half of the Southeast Quarter of Section Thirty-four (34), Township Twenty-three (23) North, Range Four (4) West; thence East on the North line of the South half of the Southeast Quarter for a distance of one thousand thirty-nine and 6/10 (1039.6) feet to the center line of the right of way of U.S. Federal Highway No. 52; thence Southeasterly on the center line of the right of way of U.S. Federal Highway No. 52 for a distance of one thousand three hundred twelve and 6/10 (1312.6) feet; thence Westerly for a distance of one thousand seven hundred ninety-four and 5/10 (1794.5) feet to the center line of the Concord Road, being also the North and South half Section line of Section thirty-four (34); thence North on the center line of the Concord Road for a distance of one thousand seventy-three (1073) feet to the place of beginning, containing thirty-four and 6/10 (34.6) acres, more or less.

EXCEPT: A part of the South half of the Southeast Quarter of Section thirty-four (34), Township Twenty-three (23) North, Range Four (4) West, bounded as follows:

Beginning in the center of the Concord Road at the Northwest corner of said South half and running thence East one thousand (1000) feet; thence South one hundred eighty (180) feet; thence West one thousand (1000) feet to the center of said road; thence North to the place of beginning, containing four and 125/1000 (4.125) acres, more or less.

ALSO:

Situate in the Southwest one-quarter (SW 1/4) of the southeast one-quarter (SE 1/4) of Section Thirty-four (34), Township Twenty-three (23) North, Range Four (4) West, Fairfield Township, Tippecanoe County, Indiana, being more particularly bounded and described as follows:

Beginning at a point on the North and South one-half (1/2) Section line, seventeen (17) feet Northerly from the Southwest corner of the Southeast one-quarter (SE 1/4) of said Section Thirty-four (34) measured along said one-half section line, said point being thirty (30) feet by radial measurement northwesterly of the center line of a side tract known as Fairfield Manufacturing Company tract as now located; thence northeasterly making an angle of eighty-three degrees and thirty-two minutes (83° 32') with said North and South one-half (1/2) section line, fifty and fifteen one-hundredths (50.15) feet to a point of curve; thence continuing northeasterly along the arc of a circle, tangent to the last described course and concentric with said side tract and thirty (30) feet northwesterly thereof curving to the left with radius of three hundred eighty and three tenths (380.3) feet, an arc distance of about four hundred and seven (407) feet to a point two hundred and fifty-eight

(258) feet northerly from the south line of said section 34 to a point in the northerly boundary of land conveyed by Mary J. Holmes and Kettle M. Anderson to the Nickel Plate Improvement Company, Incorporated, by Warranty Deed dated February 7, 1951 as recorded in Volume 227, Page 107 of Tippecanoe County, Deed Records; thence westerly and parallel to said south line of said Section 34, being along said northerly boundary of land so conveyed, three hundred fifty-three and six tenths (353.6) feet to a point on said North and South one-half (1/2) Section line of said section 34; thence southerly along said north and south one half (1/2) section line, two hundred and forty-one (241) feet to the point of beginning; and containing one and four tenths (1.4) acres of land, be the same more or less.

ALSO:

A part of the South half of the Southeast Quarter of Section Thirty-Four (34), Township Twenty-three (23) North, Range Four (4) West, bounded as follows:

Beginning at the center of the Concord Road at the Northwest corner of said South half and running thence East one thousand (1000) feet; thence South One Hundred Eighty (180) feet; thence West one thousand (1000) feet to the center of said road; thence North to the place of beginning, and containing four and one-eighth (4 1/8) acres, more or less.

EXCEPT: A part of the South half of the Southeast Quarter of Section 34, Township 23 North, Range 4 West, more completely described as follows:

Beginning at the Northwest corner of the South half of the Southeast Quarter of Section 34, Township 23 North, Range 4 West; thence East on the North line of the said South half of the Southeast Quarter for a distance of two hundred ninety-five (295) feet to a point; thence South parallel to the West line of the south half of the southeast quarter of said section 34, for a distance of one hundred eighty (180) feet to a point; thence West parallel to the north line of said half - quarter section for a distance of two hundred ninety-five (295) feet to a point in the west line of said half-quarter section; thence North on said West line for distance of one hundred eighty (180) feet to the point of beginning, and containing in said tract of land 1.219 acres, more or less.

SUBJECT TO ALL EASEMENTS, RESTRICTIONS, AND RIGHTS-OF-WAY OF RECORD

SUPPLEMENT TO STATEMENT OF BENEFITS Real Estate & Personal Property

INSTRUCTIONS:

1. This completed SUPPLEMENT and the completed STATEMENT OF BENEFITS, along with all other requested materials, must be submitted to Greater Lafayette Commerce.
2. This SUPPLEMENT TO STATEMENT OF BENEFITS is part of the total application, and the CERTIFICATION in the STATEMENT OF BENEFITS applies to all statements in the APPLICATION.
3. To qualify, the project investment must be at least \$500,000.

| | |
|------------------|------------------|
| SECTION 1 | APPLICANT |
|------------------|------------------|

| | |
|---|---|
| Name of Taxpayer: Fairfield Manufacturing Company Inc | |
| Address of Taxpayer (street and number, city, state & ZIP code): 2400 Sagamore Parkway, Lafayette, IN, 47903 | Telephone: (734) 629-1397 E-mail: robert.lowe@dana.com |

| | |
|--|-----------------------|
| Name of Applicant if different from Taxpayer: | |
| Address of Applicant if different from Taxpayer (street and number, city, state & ZIP code): | Telephone: E-mail: |
| Description of relationship of Applicant to Taxpayer: | |

| | |
|--|---|
| Contact for this Application: Robert Lowe | |
| Address of Contact if different from Taxpayer (street and number, city, state & ZIP code): 27870 Cabot Drive, Novi, MI, 48377 | Telephone: (734) 629-1397 E-mail: robert.lowe@dana.com |

| |
|---|
| Name of Parent Company (if any): Dana Limited |
|---|

| | | | | |
|---|-----|--------------|----|-------------------|
| Does the company currently conduct business at this site? | Yes | <u> X </u> | No | <u> </u> |
| If "No", how is the site currently used? | | | | |

| | |
|--------------------------------------|---------|
| Annual Report & History of Company | |
| Company Certified Public Accountant: | PWC |
| Company Commercial Bankers: | Various |
| Company Counsel: | Various |

| | | | | |
|---|-----|-------------------|----|-------------------|
| To be completed by GLC Staff | | | | |
| Is this area currently designated as an Economic Revitalization Area? | Yes | <u> </u> | No | <u> X </u> |
| Has it ever been so designated in the past? | Yes | <u> X </u> | No | <u> </u> |
| Is this property in a Tax Increment Finance (TIF) district (requires RD Commission Approval)? | Yes | <u> X </u> | No | <u> </u> |

SECTION 5

PERSONAL PROPERTY

Type of Project:

Research & Development _____

Machinery & Equipment X

Logistics _____

Information Technology _____

Other _____ Please specify: _____

Estimated Investment \$ 10,000,000

****ATTACH DEPRECIATION SCHEDULE****

APPLIES ONLY FOR THE CITY OF LAFAYETTE

Please note that all Personal Property tax abatements are subject to a Memorandum of Agreement that may require repayment of all or a portion of the tax savings realized in a designated ERA if it is terminated because the property is removed from the City of Lafayette by the applicant. Please contact the City of Lafayette Economic Department for details.

SECTION 6

EMPLOYMENT

How many do you employ today? 487

How many will you employ after the project is complete? 537

How many jobs will be created? 50 Full-time _____ Part-time _____

How many jobs are retained? 487 Full-time _____ Part-time _____

How many jobs will be eliminated? 0 Full-time _____ Part-time _____

Will any of the new positions be temporary or filled by contract employees? Yes _____ No X

If "Yes", describe the contract: _____

Will new employees be hired from the Tippecanoe region? Yes X No _____

If any positions are to be eliminated, please explain the circumstances and if any of the employees from these positions will be eligible for the new positions.

How many additional employees are:

| | Number | Hourly Average |
|---------------------------|--------|----------------|
| Production | 50 | \$17.00 |
| Administrative Management | | |
| Professional/ Technical | | |
| Other | | |
| Total/ Average Wage | | |

How many retained employees are:

| | Number | Hourly Average |
|---------------------------|--------|----------------|
| Production | 411 | \$23.41 |
| Administrative Management | 36 | \$37.03 |
| Professional/ Technical | 20 | \$44.33 |
| Other | 20 | \$40.23 |
| Total/ Average Wage | 0 | |
| | 487 | |

What is the anticipated time frame for reaching full employment and the salary goals, per SB-1, from completion of improvement?

| Year | 1 yr | 2 yrs | 3 yrs | 4 yrs | 5 yrs | > 5 |
|------------|------|-----------|-------|-------|-------|-----|
| Employment | | 50 | | | | |
| Salary | | 1,768,000 | | | | |

****IF GREATER THAN FIVE YEARS PROVIDE DETAILED TIMETABLE****

Does the company provide benefits to full time employees? Yes X No

If "Yes", explain and list:

| | | |
|------------------|------------------------------|---------------|
| Health insurance | <u> 85 </u> % paid | |
| Life insurance | <u> 100 </u> % paid | |
| Disability | <u> 60 </u> % paid | salaried only |
| Childcare | <u> </u> % paid | |
| Vacation | <u> 10 </u> min. # of days | |
| Retirement | <u> 5.5 </u> % paid | |
| Other | <u> 100 </u> % paid | AD&D |

To be completed by GLC Staff.

Is the average wage at or above the Tippecanoe County average? Yes No X

SECTION 7 IMPACTS & STATUS

Please estimate the % of your products or services sold outside this 8-county economic region? 99 %

Does the applicant supply any local firms? Yes X No

If yes, please list:
Browell Enterprises, Inc.

Will any additional public utilities, city services or other infrastructure be required by this project? Yes No X

If "Yes", explain:

Will any environmental permits be needed? Yes No X

If "Yes", explain:

Current Zoning I3

Will any changes, special exceptions be required? Yes No X

Have they been approved? Yes No N/A X

Has the applicant or any predecessor of the applicant defaulted in any material respect the performance of financial obligations by the applicant? Yes No X

Is there any pending litigation materially affecting the applicant? Yes No X

If "Yes", please describe giving procedural posture of the case(s):

Are there any restrictions contained in the applicant's Articles or Certificate of Incorporation, Charter, Bylaws, Code of Regulations or any agreements to which the applicant is a party that could affect the applicant's ability to engage in this project?

Yes

No

X

If "Yes", explain:

SECTION 8

AFFIRMATION OF TAX PAYMENTS

I affirm that the applicant is current with all local, state, and federal tax obligations and understand that failure to have paid said taxes in a timely manner may render the applicant, during the course of this tax abatement, noncompliant and, therefore, ineligible for tax abatement.


Signature

John F. Geddes

Name Printed

john.geddes@dana.com

E-mail

4/20/2022

Date

Treasurer

Title

(734) 629-1291

Phone

EXHIBIT B

CITY OF LAFAYETTE, INDIANA

MEMORANDUM OF AGREEMENT

FAIRFIELD MANUFACTURING COMPANY, INC.

This Memorandum of Agreement ("Agreement") is dated this 28th day of April, and serves as the confirmation of the commitment by Fairfield Manufacturing Company, Inc. (the "Applicant"), to comply with the project description and job creation and retention (and associated wage rates and salaries) figures contained in its designation application; Statement of Benefits; Supplement to Statement of Benefits; Resolution No. LRC-2022-06, a resolution of the Lafayette Redevelopment Commission ("Commission"); Resolution No. 2022-11 and Resolution No. 2022-__, adopted by the Lafayette Common Council ("Council"); and this Agreement ("Commitments").

Section 1. Grant of Abatement.

Subject to the adoption of the deduction approval Resolution by the Council, the City of Lafayette, Indiana ("City") commits to providing a ten (10) - year personal property tax abatement based on the scale below for the Applicant's capital expenditures of approximately ten million (\$10,000,000) dollars for new manufacturing equipment, approved as part of the Commitments. The Applicant shall assume responsibility for the redevelopment and the installation of the new manufacturing equipment and for compliance with the Statement of Benefits. The project will create fifty (50) full-time, permanent positions, retain four hundred eighty-seven (487) existing full-time, permanent positions, and create zero (0) full-time variable positions, aside from those created or retained through the construction phase of the project. The capital expenditures for the Project shall occur no later than the estimated completion date of 12/31/2023 for manufacturing equipment installation as contained in the Statement of Benefits Form ("Completion Date").

| Year | Percentage |
|------|------------|
| 1 | 100 |
| 2 | 90 |
| 3 | 80 |
| 4 | 70 |
| 5 | 60 |
| 6 | 50 |
| 7 | 40 |
| 8 | 40 |
| 9 | 20 |
| 10 | 10 |

Section 2. Annual Information.

During the term of the tax abatement and for a period of two (2) years thereafter, the City or its authorized agent may annually request information from the Applicant concerning the nature of the Project and the approved capital expenditures for the Project and the Applicant shall provide the City with adequate written evidence thereof within 45 days of such request ("Annual Survey"). The City shall utilize this information and the information required to be filed by the Applicant in the CF-1 Compliance with the Statement of Benefits form to verify that the Applicant has complied with the commitments contained in the Commitments at all times after the Commitment Date and during the duration of the tax abatement. The applicant further agrees to provide the City with such additional information requested by the City related to the information provided in the Annual Survey and the CF-1 form within a reasonable time following any such request.

Section 3. Termination.

A. Right to Terminate. The City, by and through the Council, after recommendation by the Commission, reserves the right to terminate the personal property tax abatement deduction if it determines that the Applicant has not made reasonable

efforts to substantially comply with all of the Commitments and the Applicant's failure to substantially comply with the Commitments was not due to factors beyond its control.

B. Factors Beyond Control. As used in this Agreement, factors beyond the control of the Applicant shall only include factors not reasonably foreseeable at the time of the designation application and submission of Statement of Benefits which are not caused by any act or omission of the Applicant and which materially and adversely affect the ability of the Applicant to substantially comply with the Agreement. New technological developments and process improvements may also be included as factors beyond of the control of the applicant.

C. Repayment Upon Termination: Pursuant to Resolution 2004-22 if the new manufacturing equipment is removed from the City of Lafayette before the expiration of the term of the abatement, and the City terminates the personal property tax abatement, the City may require the Applicant to repay all or a pro-rated portion of the personal property tax abatement savings received through the date of such termination.

D. Notice of Termination and Repayment. In the event that the City determines that the tax abatement deductions should be terminated or that all or a pro-rated portion of the tax abatement savings should be repaid, it will give the Applicant notice of such determination, including a written statement calculating the amount due from the Applicant, and will provide the Applicant with an opportunity to meet with the City's designated representatives to show cause why the abatement should not be terminated and/or the tax benefits repaid. Such notice shall state the names of the person with whom the Applicant may meet and will provide that the Applicant shall have ninety (90) days from the date of such notice to arrange such meeting and to provide its evidence concerning why the abatement termination and/or tax benefits repayment should not occur. If, after giving such notice and receiving such evidence, if any, the City determines that the abatement termination and/or tax benefits repayment action is proper, the Applicant shall be provided with written notice and a hearing before the Council before any final action shall be taken terminating the abatement and/or requiring repayment of tax benefits. If the Council adopts a Resolution terminating the tax

abatement and/or requiring repayment of tax benefits, the Applicant shall be entitled to appeal that determination to a Tippecanoe County Superior or Circuit Court.

E. Time of Repayment. In the event that the City requires repayment or partial payment of the tax abatement benefits as provided hereunder, it shall provide Applicant with a written statement calculating the amount due ("Statement"), and the Applicant shall make such repayment to the City within ninety (90) days of the date of delivery of the Statement, unless such repayment has been stayed pending an appeal. If the Applicant does not make timely repayment, the City shall be entitled to all reasonable costs and attorneys fees incurred in the enforcement and collection of the tax abatement savings required to be repaid hereunder.

Section 4. Use of Local Suppliers and Contractors for Project and Local Persons to Fill Positions Created by Project.

The Applicant agrees to make a meaningful, good-faith effort to use local suppliers, and local contractors for the Project.

Local suppliers and local contractors are defined as contractors and suppliers that are primarily engaged, reside in or have their principal office in Tippecanoe County or employ a significant number of residents of the City of Lafayette.

Additionally, applicant agrees to make a meaningful, good-faith effort to hire qualified individuals who are residents of the City of Lafayette for the new positions that will be created by the Project.

Section 5. General Provisions.

A. This Agreement contains the entire understanding between the City and the Applicant with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, inducements, and conditions, expressed or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing signed by the City and Applicant. The Applicant understands that any and all filings required to be made or

actions required to be taken to initiate or maintain the tax abatement are solely the responsibility of the Applicant.

B. 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 of 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.

C. This Agreement and all questions relating to its validity, interpretation, performance and enforcement shall be governed by the laws and decisions of the courts of the State of Indiana, without regard to conflict of law principles.

D. The Applicant hereby irrevocably consents to the jurisdiction of the Courts of the State of Indiana and of the Tippecanoe County Circuit or Superior Court in connection with any action or proceeding arising out of or relating to this Agreement or any documents or instrument delivered with respect to any of the obligations hereunder, and any action relating to this Agreement or any documents or instruments delivered with respect to any of the obligations hereunder, and any action related to this Agreement shall be brought in such County and in such Court.

E. 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 (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: Fairfield Manufacturing Company, Inc.
 27870 Cabot Drive
 Novi, MI 48377
 Attn: Robert Lowe,
 Senior Manager -International Tax and C&I

Copy to: Fairfield Manufacturing Company, Inc.
27870 Cabot Drive
Novi, MI 48377
Attn: John F. Geddes,
Treasurer

If to City: City of Lafayette, Indiana
515 Columbia Street
Lafayette, Indiana 47901
Attn: Dennis H. Carson,
Director, Economic Development

F. This Agreement shall be binding upon and inure to the benefit of the City and the Applicant and their successors and assigns, except that no party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party hereto, which consent shall not be unreasonably withheld.

G. 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 together shall constitute one and the same instrument. By executing this Agreement, each person so executing affirms that he or she has been duly authorized to execute this Agreement on behalf of such party and that this Agreement constitutes a valid and binding obligation of such party.

H. The provisions of this Agreement and of each section or other subdivision herein are independent of and separable from each other, and no provisions shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part unless this Agreement is rendered totally unenforceable thereby.

I. No official, director, officer, employee or agent of the City shall be charged personally by the Applicant, its employees or agents with any liabilities or expenses of defense or be held personally liable to the Applicant 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.

J. The Parties hereto agree to treat, and to cause their respective directors, officers, employees and agents to treat, as strictly confidential to the fullest extent permitted by law (including the Federal Freedom of Information Act, and any counterpart Indiana statutes), the contents of this Agreement and all attachments hereto, all documents executed in connection herewith and all information provided by or to the Parties in connection herewith.

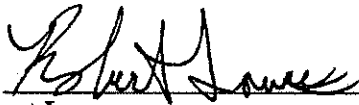
IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Applicant

City

Fairfield Manufacturing Company, Inc.

City of Lafayette, Indiana

By: 
Robert Lowe

By: _____
Perry Brown, Common Council
President

Printed: ROBERT LOWE
Title, Sr. Manager – International Tax and C&I

Attest: _____
Cindy Murray, City Clerk