Sponsored by Mayor John Dennis

RESOLUTION NO. 20-13 (Amended)

A RESOLUTION APPROVING AN INTERLOCAL COOPERATION AGREEMENT WITH PURDUE UNIVERSITY

WHEREAS, the City of West Lafayette, Indiana ("City") and Purdue University by and through its Board of Trustees ("Purdue University") wish to enter into an Interlocal Cooperation Agreement concerning the U.S. 231 Annexation being undertaken by the City; and

WHEREAS, Purdue University and the City acknowledge both parties and the public at large will benefit by entering into this Interlocal Cooperation Agreement as part of the annexation process to memorialize and clarify the various roles, rights, and responsibilities of the parties in the annexation and encourage the most beneficial development of the U.S. 231 Corridor; and

NOWTHEREFORE, BE IT RESOLVED by the Common Council of the City of West Lafayette that the Interlocal Cooperation Agreement is hereby approved in a form substantially similar to that attached.

INTRODUCED ON FIRST READING ON THE 7 DAY OF November, 2013.

MOTION TO ADOPT MADE BY COUNCILOR Keen, AND SECONDED BY COUNCILOR Burch.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE 7 DAY OF November, 2013, HAVING BEEN PASSED BY A VOTE OF 7 IN FAVOR AND 0 OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Bunder	✓			
Burch	✓			
Dietrich	✓			
Hunt	✓			
Keen	✓			
Thomas	✓			
VanBogaert	✓			

Presiding Officer

Attest:

Judith C. Rhodes, Clerk-Treasurer

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE 7 DAY OF November, 2013, AT THE HOUR OF 7:35 P.M.

Judith C. Rhodes, Clerk-Treasurer

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE 7 DAY OF November, 2013, AT THE HOUR OF 7:35 P.M.

John R. Dennis, Mayor

Attest:

Judith C. Rhodes, Clerk-Treasurer

INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF WEST LAFAYETTE
AND
PURDUE UNIVERSITY
CONCERNING THE U.S. 231 ANNEXATION

This Interlocal Cooperation Agreement is made this 12 day of March, 2014, by and between the City of West Lafayette, Indiana ("City") and The Trustees of Purdue University ("Purdue University") concerning the U.S. 231 Annexation being undertaken by the City (the "Annexation") as well as the parties' cooperation on matters of mutual interest and shared responsibility following such Annexation (the "Interlocal Cooperation Agreement").

WITNESSETH:

WHEREAS, in connection with the Annexation, the City, pursuant to Ordinance Number 13-13, has undertaken to annex certain parcels of land to the west of the City including portions adjacent to the newly opened U.S. 231 Corridor as shown on the map attached as Exhibit "A" ("Annexation Area"); and

WHEREAS, certain parcels of land in the Annexation Area are owned by Purdue University and its affiliated entities as listed on the attached Exhibit "B" ("Purdue Properties"); and

WHEREAS, Purdue University, as a body corporate created by the Indiana General Assembly and a state educational institution organized and governed pursuant to Indiana Code 21-23-1 and 21-2-7, is a "public corporate body" having certain power and authority as an instrumentality of the State of Indiana, including but not limited to the power of preemption of most local law and regulation, which will not be limited or modified by this Interlocal Cooperation Agreement to any degree whatsoever; and

WHEREAS, the City is a political subdivision and is subject to Indiana State statute and case law in the process of annexation and in the general conduct of municipal affairs, which will only be modified by this Interlocal Cooperation Agreement to the extent expressed herein and as allowed by applicable law; and

WHEREAS, each of the parties possesses the power and is authorized to enter into this Interlocal Cooperation Agreement pursuant to by Indiana Code § 36-1-7-1 *et seq.* (the "Act"); and

WHEREAS, Purdue University and the City acknowledge that both parties and the public at large will benefit by the parties' entering into this Interlocal Cooperation Agreement as part of the Annexation process for the purpose of: (i) memorializing and clarifying the various roles, rights, and responsibilities of the parties in matters of mutual interest and shared responsibility following the Annexation, (ii) establishing a joint board composed of representatives of the parties in order to provide a framework for ongoing collaboration on such matters, (iii)

delegating to such joint board certain of the parties' respective rights, powers, functions and duties as may be necessary, useful or appropriate to accomplish projects and conduct activities that may be identified from time to time as matters of mutual interest or shared responsibility, and (iv) encouraging the most beneficial development of the U.S. 231 Corridor; and

WHEREAS, it is intended by the parties that this Interlocal Cooperation Agreement constitutes a binding agreement as defined in the Act and as further outlined herein; and

WHEREAS, a longstanding and productive history of cooperation between the parties has resulted in many areas of cooperative projects and activities to date, which will be memorialized, extended, and further clarified by this Interlocal Cooperation Agreement:

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Incorporation of Recitals. The recitals above are made part of this Interlocal Cooperation Agreement.

2. Parties' Intent. The intention of the parties is to insure the Annexation will have a fiscally neutral impact on the parties unless otherwise expressly agreed in writing in this Interlocal Cooperation Agreement or subsequent written agreements. It is the further intention of the parties that the Annexation will not add to the administrative or operational burden on the parties unless otherwise expressly agreed in writing in this Interlocal Cooperation Agreement or subsequent written agreements.

3. Ancillary Agreements. Attached to this Interlocal Cooperation Agreement and incorporated herein by reference are the following documents, which have been negotiated by the parties and which are binding upon the parties unless modified by the parties in writing after the date hereof:

A. Public Works (Attached as Exhibit "C" and made a part hereof); and

B. MOU – Public Safety (Attached as Exhibit "D" and made a part hereof).

4. Joint Board. In order to provide a consistent and equitable mechanism to address issues which arise in the future regarding this Interlocal Cooperation Agreement and its interpretation and implementation, as well as the implementation of the Annexation, there is hereby created an Interlocal Cooperation Board (the "Joint Board"), which shall be composed of three (3) members from each of the parties hereto appointed by the responsible executive of each party.

A. All actions by the Joint Board will be determined by a majority of the members. The Joint Board will hold regular meetings as determined by the Joint Board and will otherwise organize itself and its activities as reasonably necessary to conduct Joint Board business. The Joint Board shall be governed by Bylaws, which the Joint Board shall have the authority to adopt and amend from time to time in a manner that is not

inconsistent with this Interlocal Cooperation Agreement and that the Joint Board may determine to be in the best interest of the Joint Board and the parties hereto.

B. The Joint Board's purpose is (1) to administer this Interlocal Cooperation Agreement and ensure joint oversight of the parties' respective undertakings contemplated hereby, (2) to function as an advisory body to meet, confer, and make recommendations to the responsible executives of each of the respective parties for final action by such executives and the parties' fiscal bodies.

C. Each party hereby delegates to and vests in the Joint Board the powers and duties necessary, useful or appropriate to: (1) accomplish the foregoing purposes, (2) make such recommendations as are determined by the Joint Board to be reasonably necessary to accomplish the foregoing purposes, (3) address items of concern raised by any member of the Joint Board with respect to the interpretation or implementation of this Interlocal Cooperation Agreement, and (4) further cooperative efforts between the parties in areas of mutual concern, common interest, or shared responsibility.

D. The Joint Board shall implement and establish in its Bylaws an equitable mechanism which will be used in the event of an impasse or deadlock among the members of the Joint Board, and which may include, but not necessarily be limited to, escalation of matters to the Mayor of the City and the President of Purdue University for resolution.

E. While it is not currently contemplated that the Joint Board will acquire, hold or dispose of real and personal property on behalf of the parties hereto as part of a joint undertaking, the Joint Board shall, before giving effect to any such property transactions or holdings, first obtain the approval of their governing boards and fiscal bodies.

5. Cooperation on Land Use and Development.

A. Subject to Purdue University's power of preemption as an instrumentality of the State of Indiana, the Joint Board may review, endorse, and (if deemed necessary by the Joint Board) recommend to the City and/or the Area Plan Commission of Tippecanoe County (the "APC") the adoption of land use and zoning regulations developed by Purdue University for the real property:

(i) owned by Purdue University within the Annexation Area, and/or
(ii) owned by the Purdue Research Foundation within the Annexation Area and used for University purposes,

in each case with the aim of ensuring Purdue University's continued primacy in land use decisions for both classes of real property.

B. The Joint Board shall also develop, adopt, approve, and/or endorse, and if necessary recommend to the City and/or the APC the adoption of, land use and zoning regulations for a geographical area adjacent to and/or relating to Purdue University's existing campus ("Campus Buffer Area") that would provide significant input by Purdue University and the City on any land use and zoning decisions within this Campus Buffer Area. Such regulations could be by amendment or adoption of new administrative rules, by amendment of the bylaws of the APC (including without limitation action by the APC to create an official subcommittee with advisory authority over the Campus Buffer Area, as provided below), or by amendments to the Uniform Zoning Ordinance of Tippecanoe County, as appropriate.

C. As promptly as practicable following the date hereof, the parties shall:

(1) cause an organizational meeting of the Joint Board to be held, at which the Joint Board will consider the adoption of its Bylaws, the adoption of initial operating protocols and interpretive guidelines for land use and development standards, and the identification of boundaries for the Campus Buffer Area, and

(2) jointly petition the APC to take such actions as are necessary to create an APC subcommittee, the members of which would be comprised of representatives of the City and Purdue University, and the purpose of which would be (i) to review and provide input to all petitions going before the APC and the local Board of Zoning Appeals related to the Campus Buffer Area, and (ii) to review and provide input to the APC on proposed uses of parcels within the Campus Buffer Area to ensure that they are consistent with land use plans, recommendations or strategies developed by the City and/or Purdue University and with uses and development standards developed by such subcommittee and approved by the APC.

6. Duration; Further Recommendations. Pursuant to the Act, the duration of this Interlocal Cooperation Agreement is perpetual. Any termination will be as agreed in writing between the parties. To the extent necessary, the Joint Board will make recommendation for any financing, staffing, and budgeting which might arise hereafter.

7. Effectiveness. This Interlocal Cooperation Agreement will be effective upon approval by the Common Council of the City of West Lafayette, the Mayor of the City of West Lafayette, and the legally authorized representatives of Purdue University and the State of Indiana, upon recording with the Tippecanoe County Recorder and the requisite filing with the

State Board of Accounts thereafter, and, if necessary, upon approval of the Attorney General of the State of Indiana pursuant to the Act.

8. Governing Law. This Interlocal Cooperation Agreement will be construed using the laws of the State of Indiana.

Agreed the first date written above.

City of West Lafayette

By: _____
John Dennis, Mayor

Attest: _____
Judith C. Rhodes, Clerk-Treasurer

The Trustees of Purdue University

By: _____
Al V. Diaz, Executive
Vice President and Treasurer

Annexation Area Map

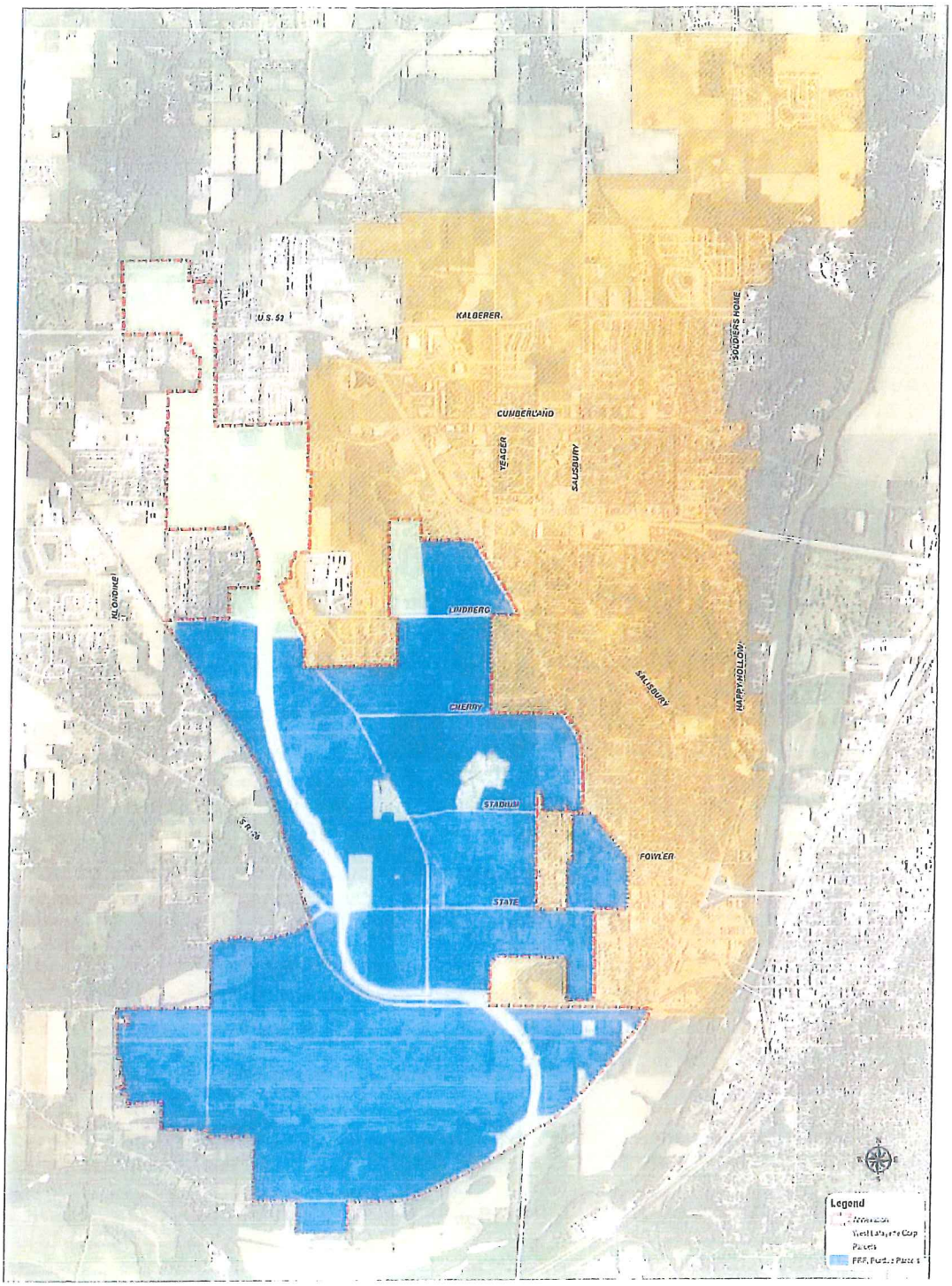


Exhibit "B"
Purdue Properties

OBJECTID	STKEY	FIRST_Cate	mdeededOwn	Loc_Concat	mail_Concat
950	790612476001000000.00	PRF	PURDUE RESEARCH FOUNDATION	LINDBERG RD	3000 KENT AVE SU-C2 100
952	790613176001000000.00	PRF	PURDUE RESEARCH FOUNDATION	1628 MCCORMICK RD	3000 KENT AVE
953	790613200001000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	LINDBERG RD	HOVDE HALL
954	790613200002000000.00	PRF	PURDUE RESEARCH FOUNDATION	N PURDUE	3000 KENT AVE
956	790613301001000000.00	Purdue	TRUSTEES OF PURDUE UNIVERSITY	1324 MCCORMICK RD	610 PURDUE MALL
957	790613301002000000.00	Purdue	TRUSTEES OF PURDUE UNIVERSITY	MCCORMICK RD	610 PURDUE MALL
958	790613326001000000.00	PRF	PURDUE RESEARCH FOUNDATION	CHERRY LANE	3000 KENT AVE
959	790613326002000000.00	PRF	PURDUE RESEARCH FOUNDATION	1261 MCCORMICK RD	3000 KENT AVE
960	790613326003000000.00	PRF	PURDUE RESEARCH FOUNDATION	MCCORMICK RD	3000 KENT AVE
961	790613376001000000.00	Purdue	PURDUE UNIVERSITY	McCORMICK RD (SEGMENT)	HOVDE HALL
980	790613400001000000.00	PRF	PURDUE RESEARCH FOUNDATION	CHERRY LANE	3000 KENT AVE
981	790613400002000000.00	PRF	PURDUE RESEARCH FOUNDATION	1335 CHERRY LN	3000 KENT AVE
982	790613400003000000.00	PRF	PURDUE RESEARCH FOUNDATION	MCCORMICK RD	3000 KENT AVE
994	790613477005000000.00	PRF	PURDUE RESEARCH FOUNDATION	1051 DAVID ROSS RD	1281 WIN HENTSCHEL BLVD
995	790613478001000000.00	PRF	PURDUE RESEARCH FOUNDATION	STADIUM AVE	3000 KENT AVE
1001	790614126002000000.00	PRF	PURDUE RESEARCH FOUNDATION	200N	3000 KENT AVE
1009	790614276001000000.00	PRF	PURDUE RESEARCH FOUNDATION	LINDBERG RD	3000 KENT AVE
1013	790614400001000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF THE	LINDBERG RD. (SEGMENT)	1030 HOVDE HALL RM 247
1024	790623400001000000.00	PRF	PURDUE RESEARCH FOUNDATION	2429 NEWMAN RD	3000 KENT AVE SU C2-100
1025	790623400002000000.00	PRF	PURDUE RESEARCH FOUNDATION	NEWMAN RD	3000 KENT AVE
1026	790624100001000000.00	Purdue	PURDUE UNIVERSITY	100 ALLISON RD	HOVDE HALL
1029	790624100004000000.00	PRF	PURDUE RESEARCH FOUNDATION	1600 W STATE ST	1281 WIN HENTSCHEL BLVD
1030	790624100005000000.00	PRF	PURDUE RESEARCH FOUNDATION	1580 W STATE ST	3000 KENT AVE
1031	790624100006000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	MCCORMICK RD	PURDUE UNIVERSITY
1032	790624100007000000.00	PRF	PURDUE RESEARCH FOUNDATION	MCCORMICK RD	3000 KENT AVE
1033	790624100008000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	ADDRESS	HOVDE HALL
1034	790624100009000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	ADDRESS	HOVDE HALL
1035	790624100010000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	ADDRESS	HOVDE HALL
1043	790624151005000000.00	PRF	PURDUE RESEARCH FOUNDATION	W SR26	3000 KENT AVE
1048	790624200002000000.00	PRF	PURDUE RESEARCH FOUNDATION	STADIUM AVE	3000 KENT AVE
1049	790624200003000000.00	PRF	PURDUE RESEARCH FOUNDATION	MCCORMICK RD	3000 KENT AVE
1050	790624200004000000.00	PRF	PURDUE RESEARCH FOUNDATION	1570 W STATE ST	1281 WIN HENTSCHEL BLVD
1051	790624200005000000.00	PRF	PURDUE RESEARCH FOUNDATION	MCCORMICK RD	1281 WIN HENTSCHWL BLVD
1053	790624200007000000.00	PRF	PURDUE RESEARCH FOUNDATION	1568 W STATE ST	1281 WIN HENTSCHEL BLVD
1054	790624200008000000.00	PRF	PURDUE RESEARCH FOUNDATION	1550 W STATE ST	3000 KENT AVE
1055	790624200009000000.00	PRF	PURDUE RESEARCH FOUNDATION	1400 W STATE ST	3000 KENT AVE

1056	790624200010000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	SR26 W	PURDUE UNIVERSITY
1057	790624200011000000.00	PRF	PURDUE RESEARCH FOUNDATION	W SR26	3000 KENT AVE
1058	790624200012000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	SR26 W	PURDUE UNIVERSITY
1059	790624200013000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	SR26 E	PURDUE UNIVERSITY
1060	790624200014000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	SR26 W	HOVDE HALL
1061	790624200016000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	MCCORMICK RD	HOVDE HALL
1062	790624200017000000.00	Purdue	PURDUE UNIVERSITY	MCCORMICK RD	HOVDE HALL
1063	790624200018000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	W STATE ST	PURDUE UNIVERSITY
1064	790624200019000000.00	PRF	PURDUE RESEARCH FOUNDATION	1400 W STATE ST	3000 KENT AVE
1065	790624200020000000.00	PRF	PURDUE RESEARCH FOUNDATION	1574 W STATE ST	1281 WIN HENTSCHEL BLVD
1066	790624300001000000.00	PRF	PURDUE RESEARCH FOUNDATION	1691 W STATE ST	3000 KENT AVE
1067	790624300002000000.00	PRF	PURDUE RESEARCH FOUNDATION	1661 W STATE ST	3000 KENT AVE
1068	790624300003000000.00	PRF	PURDUE RESEARCH FOUNDATION	1651 W STATE ST	1281 WIN HENTSCHEL BLVD
1069	790624300004000000.00	PRF	PURDUE RESEARCH FOUNDATION	1601 W STATE ST	3000 KENT AVE
1070	790624300005000000.00	PRF	PURDUE RESEARCH FOUNDATION	1581 W STATE ST	3000 KENT AVE
1071	790624300006000000.00	PRF	PURDUE RESEARCH FOUNDATION	1571 W STATE ST	3000 KENT AVE
1072	790624300007000000.00	PRF	PURDUE RESEARCH FOUNDATION	1561 W STATE ST	3000 KENT AVE
1073	790624300008000000.00	PRF	PURDUE RESEARCH FOUNDATION	514 DEXTER LN	3000 KENT AVE
1074	790624300009000000.00	PRF	PURDUE RESEARCH FOUNDATION	540 DEXTER LN	1281 WIN HENTSCHEL BLVD
1075	790624300010000000.00	PRF	PURDUE RESEARCH FOUNDATION	DEXTER LN	1281 WIN HENTSCHEL BLVD
1076	790624300011000000.00	PRF	PURDUE RESEARCH FOUNDATION	DEXTER LN	3000 KENT AVE
1077	790624300012000000.00	PRF	PURDUE RESEARCH FOUNDATION	DEXTER LANE	3000 KENT AVE
1078	790624300013000000.00	PRF	PURDUE RESEARCH FOUNDATION	628 DEXTER LN	3000 KENT AVE
1079	790624300014000000.00	PRF	PURDUE RESEARCH FOUNDATION	DEXTER LN	1281 WIN HENTSCHEL BLVD
1080	790624300015000000.00	PRF	PURDUE RESEARCH FOUNDATION	ADDRESS	1281 WIN HENTSCHEL BLVD
1081	790624300016000000.00	PRF	PURDUE RESEARCH FOUNDATION	DEXTER LN	3000 KENT AVE
1082	790624300017000000.00	PRF	PURDUE RESEARCH FOUNDATION	618 DEXTER LN	3000 KENT AVE
1083	790624300018000000.00	PRF	PURDUE RESEARCH FOUNDATION	642 DEXTER LN	1281 WIN HENTSCHEL BLVD
1084	790624300019000000.00	PRF	PURDUE RESEARCH FOUNDATION	1800 NEWMAN RD	1281 WIN HENTSCHEL BLVD
1085	790624300020000000.00	PRF	PURDUE RESEARCH FOUNDATION	526 DEXTER LN	3000 KENT AVE
1087	790624400001000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	SR 26 W (SEGMENT)	HOVDE HALL
1088	790624400002000000.00	Purdue	PURDUE UNIVERSITY	90 W NIMITZ DR	HOVDE HALL
1089	790624400003000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	117 W MARSHALL DR	HOVDE HALL
1093	790625100001000000.00	Purdue	PURDUE UNIVERSITY	ADDRESS	HOVDE HALL
1094	790625200001000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	ADDRESS	HOVDE HALL RM 310
1095	790625200002000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	S RIVER RD	RM 310 HOVDE HALL
1096	790625200003000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES		HOVDE HALL

1097	790625200004000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	ADDRESS	PURDUE UNIVERSITY
1099	790625300001000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	ADDRESS	HOVDE HALL
1100	790625300002000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	3000 KENT AVE
1101	790625300003000000.00	PRF	PURDUE RESEARCH FOUNDATION	1818 S RIVER RD	3000 KENT AVE
1102	790625300004000000.00	PRF	PURDUE RESEARCH FOUNDATION	1550 S RIVER RD	3000 KENT AVE
1103	790625300005000000.00	PRF	PURDUE RESEARCH FOUNDATION	1600 S RIVER RD	3000 KENT AVE
1104	790625300006000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	ADDRESS	HOVDE HALL
1105	790625300007000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	2000 KENT AVE
1108	790625400001000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	3000 KENT AVE
1109	790625400002000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	3000 KENT AVE
1110	790625400003000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	1281 WIN HENTSCHEL BLVD
1112	790625400005000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	1281 WIN HENTSCHEL BLVD
1113	790625400006000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	3000 KENT AVE
1115	790625400008000000.00	PRF	PURDUE RESEARCH FOUNDATION	1230 S RIVER RD	1281 WIN HENTSCHEL BLVD
1116	790625400009000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	3000 KENT AVE
1117	790625400010000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	3000 KENT AVE
1124	790626100001000000.00	PRF	PURDUE RESEARCH FOUNDATION	731 S NEWMAN RD	3000 KENT AVE
1125	790626100002000000.00	PRF	PURDUE RESEARCH FOUNDATION	SHARON CHAPEL RD	3000 KENT AVE
1126	790626100003000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	SHARON CHAPEL RD	HOVDE HALL
1127	790626100004000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	SHARON CHAPEL RD	PURDUE UNIVERSITY
1128	790626100005000000.00	PRF	PURDUE RESEARCH FOUNDATION	SHARON CHAPEL RD	3000 KENT AVE
1129	790626100007000000.00	PRF	PURDUE RESEARCH FOUNDATION	ADDRESS	1281 WIN HENTSCHEL BLVD
1130	790626100008000000.00	PRF	PURDUE RESEARCH FOUNDATION	ADDRESS	3000 KENT AVE
1131	790626100009000000.00	PRF	PURDUE RESEARCH FOUNDATION	ADDRESS	3000 KENT AVE
1132	790626100022000000.00	PRF	PURDUE RESEARCH FOUNDATION	ADDRESS	1281 WIN HENTSCHEL BLVD
1133	790626100028000000.00	PRF	PURDUE RESEARCH FOUNDATION	878 S NEWMAN RD	3000 KENT AVE
1134	790626200001000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	SHARON CHAPEL RD	HOVDE HALL
1135	790626200002000000.00	Purdue	PURDUE UNIVERSITY	ADDRESS	HOVDE HALL
1136	790626326005000000.00	PRF	PURDUE RESEARCH FOUNDATION	SHARON CHAPEL RD	3000 KENT AVE
1137	790626400001000000.00	Purdue	PURDUE UNIVERSITY	2000 S RIVER RD	HOVDE HALL
1183	790718301001000000.00	PRF	PURDUE RESEARCH FOUNDATION	CHERRY LN	3000 KENT AVE
1184	790718301002000000.00	PRF	PURDUE RESEARCH FOUNDATION	CHERRY LN	3000 KENT AVE
1185	790718326001000000.00	Purdue	ROSS-ADE FOUNDATION	850 BEERING DR	PURDUE UNIVERSITY
1186	790718326002000000.00	Purdue	TRUSTEES OF PURDUE UNIVERSITY	CHERRY LN	PURDUE UNIVERSITY
1187	790718351001000000.00	PRF	PURDUE RESEARCH FOUNDATION	W STADIUM AVE	3000 KENT AVE
1188	790718351002000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	W STADIUM AVE	PURDUE UNIVERSITY
1189	790718351003000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	TOWER DR	PURDUE UNIVERSITY

1193	790718376001000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	W STADIUM AVE	HOVDE HALL
1194	790718376002000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	W STADIUM AVE	HOVDE HALL
1195	790718376004000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	EVERGREEN ST	HOVDE HALL
1196	790718377001000000.00	Purdue	PURDUE UNIVERSITY	NORTHWESTERN AVE	PURDUE UNIVERSITY
1197	790718377002000000.00	Purdue	PURDUE UNIVERSITY THE TRUSTEES OF	NORTHWESTERN AVE	PURDUE UNIVERSITY
1198	790718377003000000.00	Purdue	TRUSTEES OF PURDUE UNIVERSITY	900 N UNIVERSITY ST	PURDUE UNIVERSITY
1199	790719100001000000.00	Purdue	PURDUE UNIVERSITY	W STADIUM AVE	PURDUE UNIVERSITY
1200	790719100002000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	N INTRAMURAL DR	PURDUE UNIVERSITY
1201	790719100003000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	W 3RD ST	PURDUE UNIVERSITY
1202	790719100004000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	SR26 W	PURDUE UNIVERSITY
1203	790719100005000000.00	Purdue	PURDUE UNIVERSITY	W STADIUM AVE	HOVDE HALL
1204	790719100006000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	INTRAMURAL DR	HOVDE HALL
1205	790719251001000000.00	Purdue	PURDUE UNIVERSITY	NORTHWESTERN AVE	PURDUE UNIVERSITY
1206	790719251002000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	W STATE ST	HOVDE HALL
1207	790719251003000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	NORTHWESTERN AVE	PURDUE UNIVERSITY
1208	790719300001000000.00	Purdue	PURDUE UNIVERSITY	SR26 W	PURDUE UNIVERSITY
1209	790719300002000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES	S INTRAMURAL DR	PURDUE UNIVERSITY
1210	790719400001000000.00	Purdue	PURDUE UNIVERSITY	SR26 W	HOVDE HALL
1211	790719452003000000.00	Purdue	PURDUE UNIVERSITY	MARSTELLAR ST	PURDUE UNIVERSITY
1214	790730100001000000.00	Purdue	STATE OF INDIANA-IN TRST FOR TRST	695 S RUSSELL ST	PURDUE UNIVERSITY
1216	790730100003000000.00	Purdue	STATE OF INDIANA-IN TRUST FOR TRST	S RIVER RD	PURDUE UNIVERSITY
1217	790730100004000000.00	Purdue	STATE OF INDIANA-IN TRUST FOR TRST	S RIVER RD	PURDUE UNIVERSITY
1219	790730100006000000.00	Purdue	PURDUE UNIVERSITY THE TRUSTEES OF	S RIVER RD	247 HOVDE HALL
1220	790730100008000000.00	PRF	PURDUE RESEARCH FOUNDATION	1040 S RIVER RD	3000 KENT AVE
1221	790730100009000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	3000 KENT AVE
1225	790730200001000000.00	Purdue	STATE OF INDIANA-IN TRUST FOR TRST	S RIVER RD	PURDUE UNIVERSITY
1227	790730200003000000.00	PRF	PURDUE RESEARCH FOUNDATION	850 S RIVER RD	1281 WIN HENTSCHEL BLVD
1230	790730200006000000.00	Purdue	PURDUE UNIVERSITY THE TRUSTEES OF	772 S RIVER RD	247 HOVDE HALL
1232	790730200008000000.00	Purdue	STATE OF INDIANA-IN TRUST FOR TRST	530 S RIVER RD	PURDUE UNIVERSITY
1233	790730200009000000.00	PRF	PURDUE RESEARCH FOUNDATION	904 S RIVER RD	3000 KENT AVE
1234	790730200010000000.00	PRF	PURDUE RESEARCH FOUNDATION	844 S RIVER RD	1281 WIN HENTSCHEL BLVD
1239	790730200015000000.00	Purdue	STATE OF INDIANA-IN TRUST FOR TRST	S RIVER RD	PURDUE UNIVERSITY
1240	790730200016000000.00	Purdue	PURDUE UNIVERSITY TRUSTEES OF	301 AHLERS DR	1030 HOVDE HALL ROOM 247
1241	790730200017000000.00	Purdue	PURDUE UNIVERSITY TTEES	ADDRESS	PURDUE
1270	790730300002000000.00	PRF	PURDUE RESEARCH FOUNDATION	S RIVER RD	1281 WIN HENTSCHEL BLVD
1289	790719300005000000.00	Purdue	TRUSTEES OF PURDUE UNIVERSITY		
1290	790719300006000000.00	Purdue	TRUSTEES OF PURDUE UNIVERSITY		

1291	790624200021000000.00	Purdue	TRUSTEES OF PURDUE UNIVERSITY		
2028	790623100001000000.00	Purdue	PURDUE UNIVERSITY	555 N SHARON CHAPEL RD	SHARON CHAPEL RD

Exhibit "C"
Public Works

The following excerpt applies to Purdue University (Purdue) properties and Purdue Research Foundation (PRF) properties leased by Purdue for its use:

Section 1-3-2 GEOGRAPHIC JURISDICTION AND EXCLUSION

(b) Nothing in this ordinance or in any rules, regulations or orders issued pursuant to this ordinance shall be deemed to restrict or regulate or to authorize any unit of government, legislative body, plan commission or board of zoning appeals now or hereafter established, to restrict or regulate the exercise of the power of eminent domain by the State of Indiana, or by any state agency, or by any body having the authority by statute to exercise the power of eminent domain, or the use of property owned or occupied by the State of Indiana or any state agency. "State agency" means and includes all boards, commissions, departments, and institutions, including Purdue University, IVY Tech State College and other state educational institutions of the State of Indiana created pursuant to legislative acts.

From this, it is understood that:

1. Purdue will continue to be exempt from all zoning requirements as well as all ordinances.
2. For Capital Projects on Purdue owned Property, Purdue will not be required to gain approval from the WL Board of Works, except those projects that directly impact City property, City utilities and/or public or shared streets. Purdue will provide courtesy notices of projects that indirectly impact City residents and/or traffic patterns.
3. Purdue will not be limited in its ability to regulate use on Purdue streets or drives. Purdue will not be required to gain approval from the City Traffic Engineer or the West Lafayette Traffic Commission for such projects, except those projects that directly impact City property and/or public or shared streets. Purdue will provide courtesy notices of projects that indirectly impact City residents and/or traffic patterns, and the City will reciprocate on projects that impact operations at Purdue.

The following section applies to roadways within the City and Purdue campus area that jointly serve the City and University.

1. The following generally applies to Right-of-Way or in locations where the Right-of-Way is not clear, the Apparent Right-of-Way as defined by the Joint Board for the purpose of serving the roadway facility.
2. The City is responsible to meet regulatory standards only.
3. Purdue is responsible for all supplemental enhancements, modifications or improvements to levels of service beyond regulatory standards.
4. Each entity will ensure the facilities, programs and services under their responsibility will provide appropriate accommodations and comply with the requirements of the Americans with Disabilities Act (ADA).

City Responsibilities include replacement and maintenance of the following:

a. Pavement
b. Curbs and Gutters (City will meet Purdue soil specifications for planting areas)
c. Medians / Islands (City will meet Purdue soil specifications for planting areas)
d. Sidewalks, 5'-0" of width
e. Guardrails
f. Trails (within Apparent Right-of-Way)
g. On-Street Parking
h. Snow Removal (street pavement only, per Exhibit 3 - Snow Removal Responsibility)
i. Regulatory Controls:
    i. Pavement Markings (crosswalks, mid-block crossings, centerlines, parking spaces, etc.)
    ii. Signs (yield, stop, etc. except Wayfinding signage)
    iii. Traffic Calming Devices (corner bulges, mid-block medians, narrower drive lanes, etc.)
    iv. Signals (traffic and pedestrian crossing)
    v. Fences (guardrails and barriers)
    vi. Bike Lanes (on-street or within apparent ROW)
    vii. Speed Limits
    viii. Street Lights (at intersections only)

PU Responsibilities include replacement and maintenance of the following:

a. Sidewalks (pro-rated to cover widths greater than the 5'-0" covered by the City)
b. Landscaping (Temporary parking lots used for university purposes are exempt from City landscape standards)
c. Fences (aesthetic upgrades to City guardrails or barrier)
d. Signage (Wayfinding signs to meet Purdue standards. Any additions or modifications to existing Purdue street signs will meet MUTCD standards.)
e. Trails (outside of Apparent Right-of-Way, except when covered under easement agreements)
f. Snow Removal (streets per Exhibit C3 - Snow Removal Responsibility; sidewalks and trails along Purdue Streets and Shared Streets)
g. Street Lights (between intersections and upgrades to City intersection street lights)

West Lafayette will provide a stormwater utility fee exemption to the fullest extent allowed under Indiana utility laws.

In order to justify the exemption, Purdue must agree to continue providing on-going management, operation and maintenance of its stormwater system as well as meet all other obligations under its Municipal Separate Storm Sewer Permit (MS4) with the Indiana Department of Environmental Management (IDEM).

The City of West Lafayette agrees that a sewer modeling study is needed to accurately determine the boundaries between the Purdue MS4 and the West Lafayette MS4 and the stormwater flows associated within and between each boundary.

This study will be funded proportionally based on drainage and/or service areas.

The results of this study can then be used for clarification and delineation of the on-going operations and maintenance as well as serve as the basis of participation for future capital investments by both entities.

After completion of the study, and at the City's request, the parties will revisit the stormwater fee exemption in the interest of reducing overall stormwater costs for both entities by economies of scale and redistribution of responsibilities.

Purdue's no-cost tap-in capacity allowances to the western interceptor sanitary sewer will be preserved unless Purdue development radically exceeds flow rates calculated when the interceptor sewer was sized and the agreement signed.

The following items are additionally agreed upon between the City and Purdue.

1. **Parking Lots** - Parking lots on Purdue property may be gravel or crushed stone surfaces.
2. **Public Art** - Public Art placed on Purdue property, including along shared streets, will abide by Purdue approval and artist selection processes.
3. **FAA Crane Permits** - FAA Crane Permits for Purdue projects will continue to be processed through Purdue staff.
4. **Building Permits and Inspections** – City Building permits and inspections will not be required for any Purdue or PRF buildings used for University purposes within the area roughly coinciding with historical Purdue campus boundaries, including any PRF-owned parcels located therein, but excluding any parcels located within the Campus Buffer Area (as defined in Section 5.B of the Agreement) (the "Primary Precinct"). Purdue and/or PRF will continue to provide inspections to serve the interests of the project owner.
5. **Grazing Animals** - Grazing animals for academic instruction and/or research will be permitted within the City.
6. **Utility Carts** – Fuel or electric powered utility carts for Purdue-related events will be permitted on Purdue property, Purdue Streets, Shared Streets and City Streets within the Primary Precinct and any Buffer Area contained within the Primary Precinct. Carts will be equipped with proper safety equipment including mirrors, head lights and brake lights.
7. **Smoking Policy** – Purdue's smoking policy will prevail over State/local laws/ordinances on Purdue property, including Purdue/PRF mixed-use developments)
8. **Firing Range** - Exterior County Training, Purdue Trap and Skeet Club and Archery Ranges will be permitted within City Limits.
9. **High Priority Projects** – The City agrees to work with the Area Planning Commission's Technical Transportation Committee to identify the following projects as "High-Priority" status for federal-aid funding in the Tippecanoe County Transportation Improvement Plan (TIP):

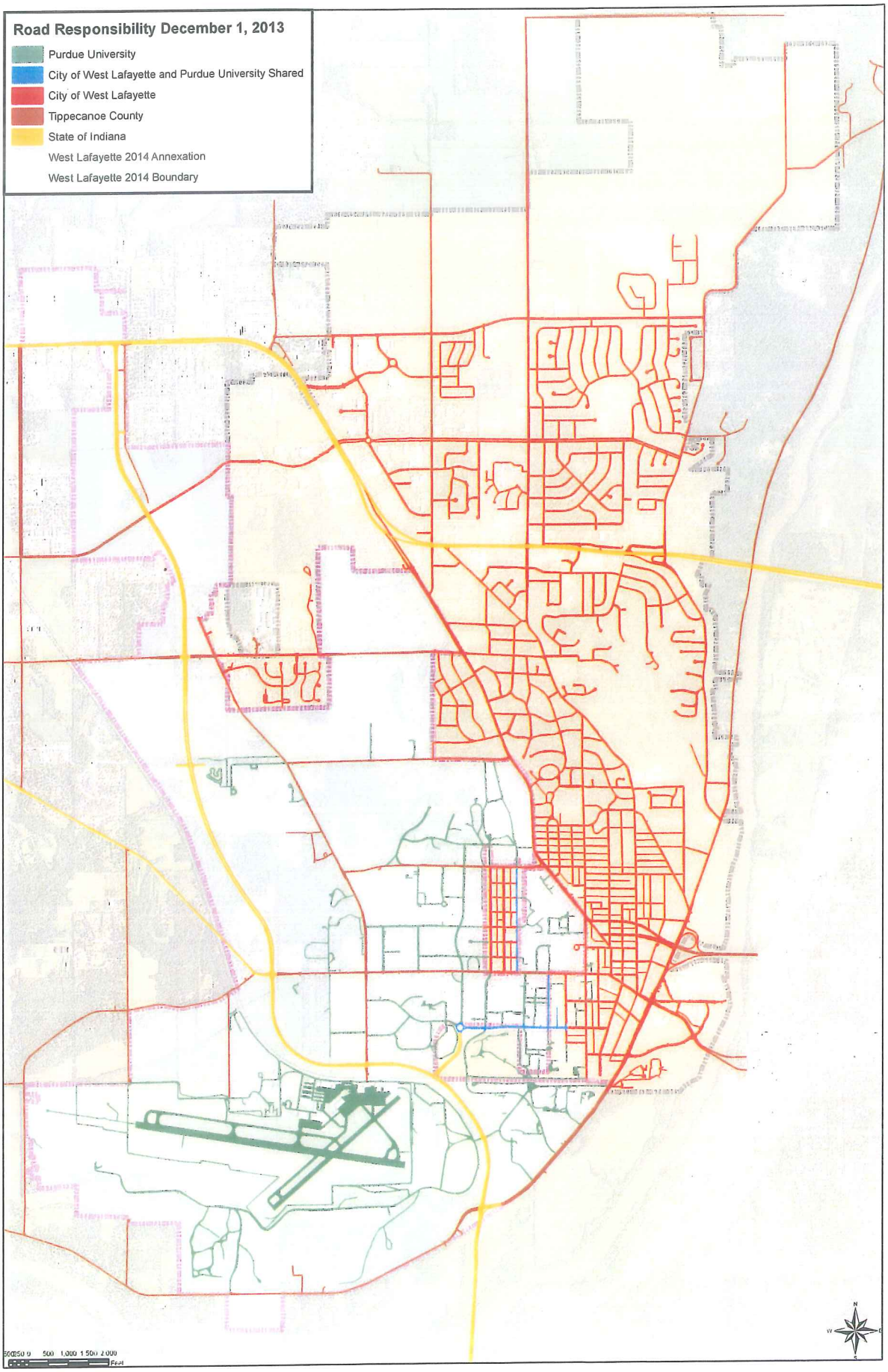
a. **Cherry Lane Extension** - between McCormick Road and US231.
b. **State Street Redevelopment** - between McCormick Road and US231.

10. **Tax Increment Finance (TIF) Districts** – Subject to approval by the West Lafayette Redevelopment Commission and the West Lafayette City Council, the City agrees to create two new TIF Districts within the annexed area; Northern TIF District and Southern TIF District. The Southern TIF will be along the southern segment of US231 and include the southern portion of Horticulture Park, the Purdue Airport, and other surrounding lands. The Northern TIF will be along the northern segment of US231 and include PRF/Purdue-owned lands north of Cherry Lane and west of US231. The TIF districts will provide economic development incentives for future Purdue and PRF projects as well as other public and private projects. The new TIF district should operate and function in the same fashion as the established TIF district in the Purdue Research Park. See Exhibit C5.
11. **Sidewalk Replacements** – The City is willing to continue investing in infrastructure projects near and around the Purdue campus including the replacement and rehabilitation of curbs and sidewalks in the areas listed below to provide safe access for students and faculty to campus, their residences and the City of West Lafayette.
    a. Russell Street
    b. Waldron Street
    c. University Street
    d. 1st Street
    e. 2nd Street
    f. 3rd Street
    g. 4th Street
    h. 5th Street
    i. 6th Street

A review board shall exist as defined in the Interlocal Agreement.

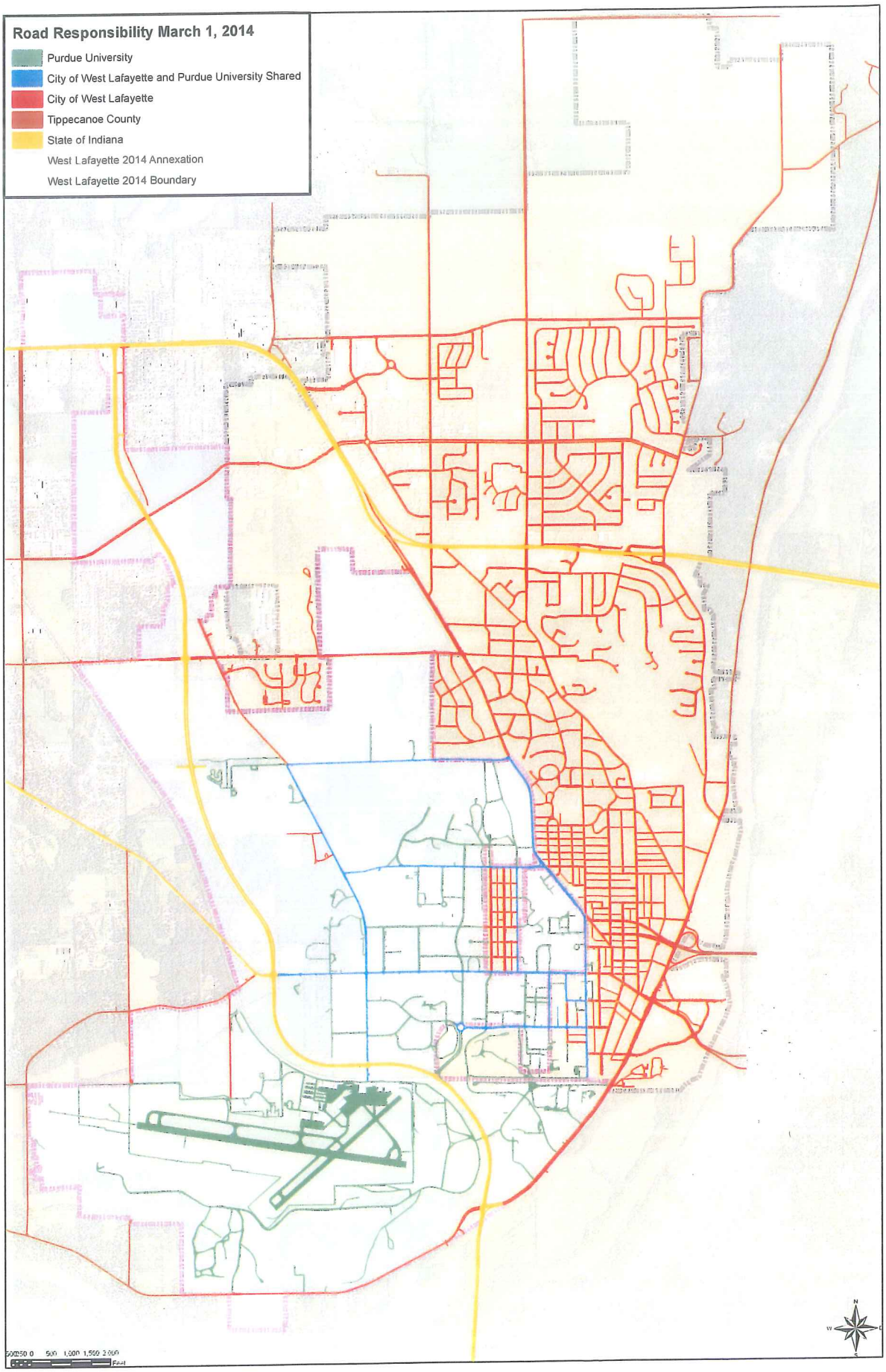
The following exhibits are attached to this agreement. These exhibits may be modified in the future upon approval by the Review Board.

Exhibit C1 – Existing Street Responsibility
Exhibit C2 – Post-Annexation Street Responsibility
Exhibit C3 – Snow Removal Responsibility
Exhibit C4 – Pre-Study Sewer Responsibility
Exhibit C5 – Proposed TIF Districts



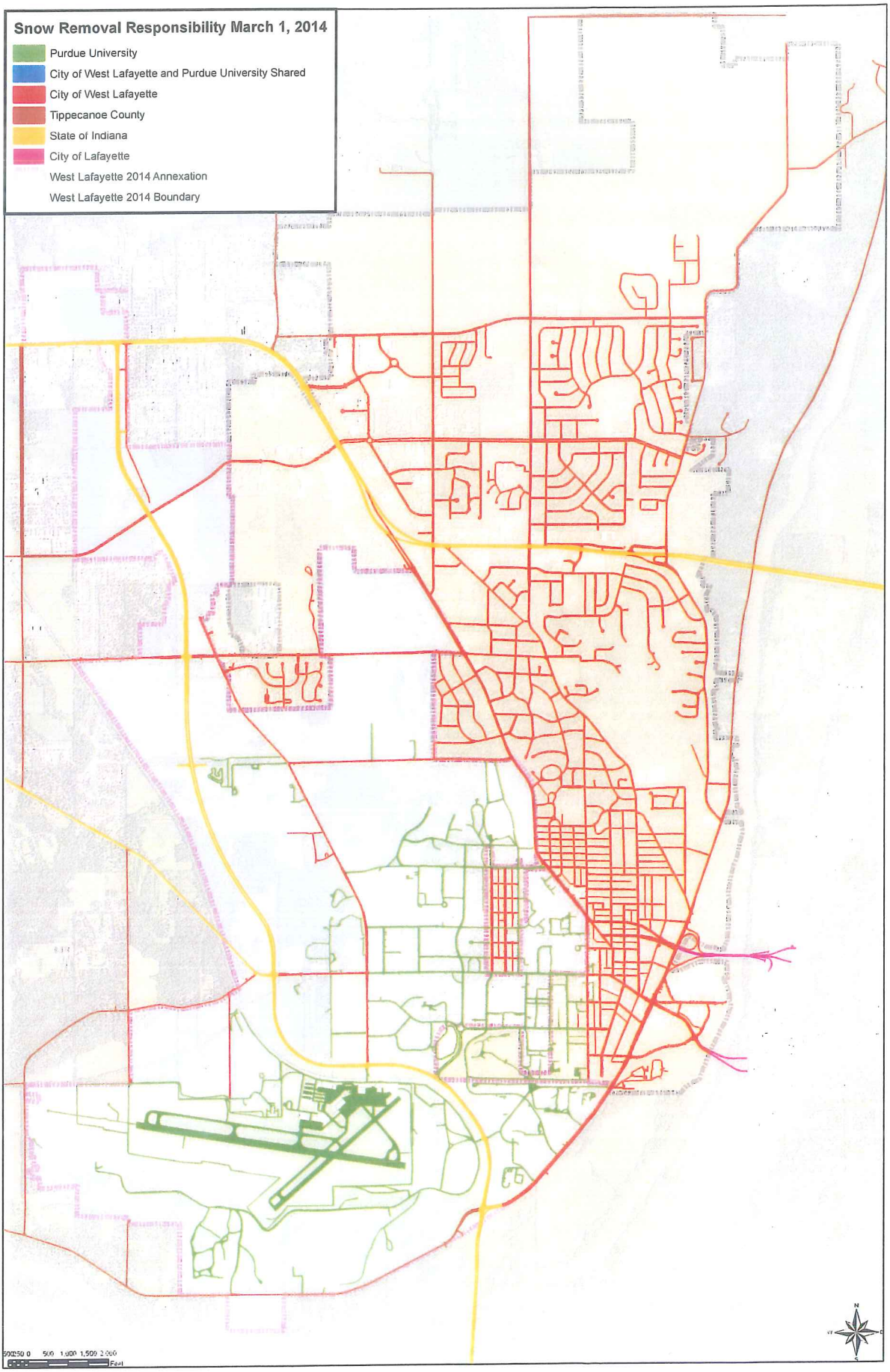
Street Responsibility Map - December 1, 2013

Exhibit C1



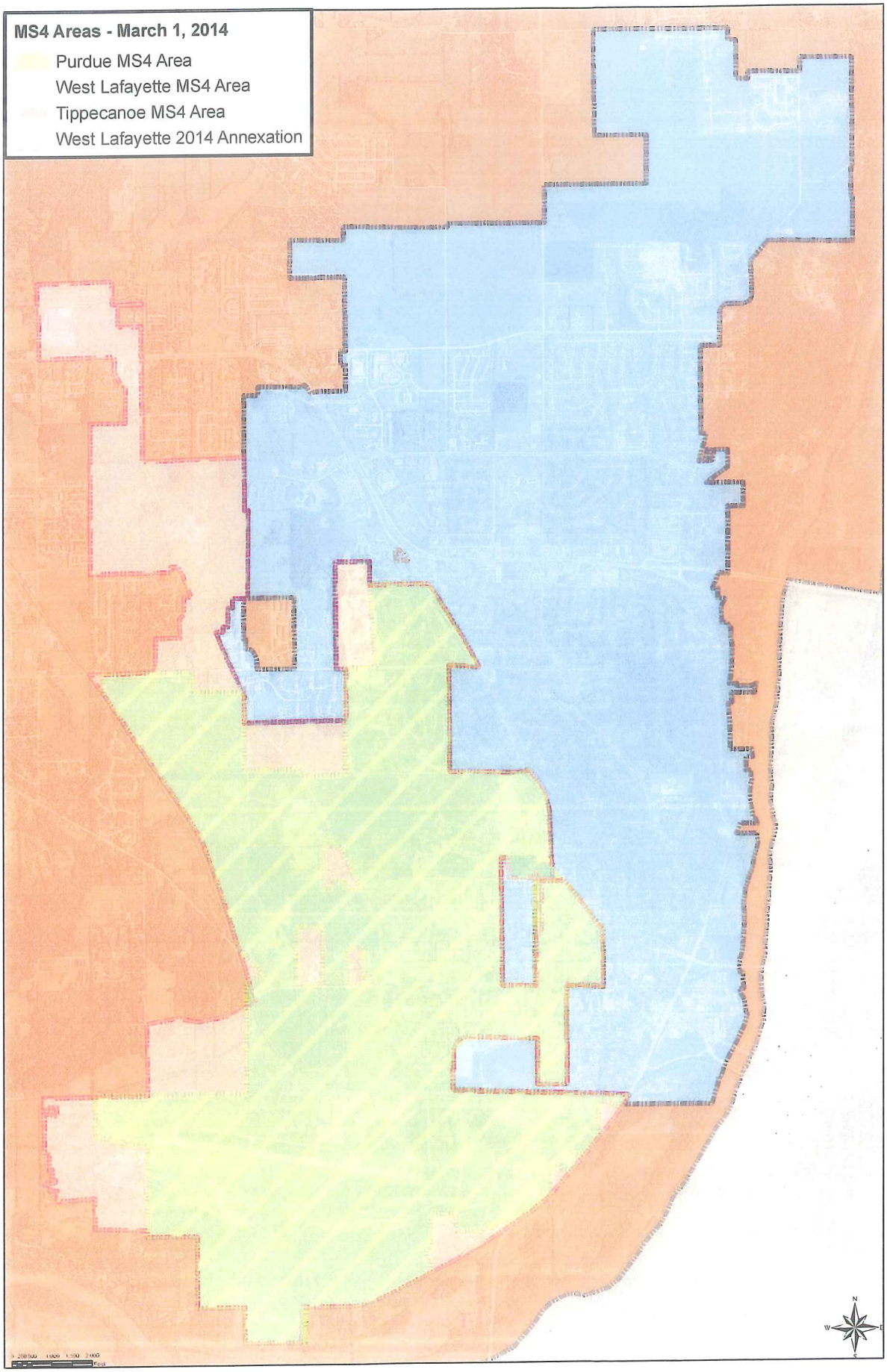
Street Responsibility Map - March 1, 2014

Exhibit C2



Snow Removal Responsibility Map - March 1, 2014

Exhibit C3



MS4 Areas - March 1, 2014

Exhibit C4

West Lafayette Area Proposed TIF Districts

Exhibit C5

Exhibit "D"

Public Safety

MEMORANDUM OF UNDERSTANDING – PUBLIC SAFETY APPENDIX

This Memorandum of Understanding is entered into by and between the City of West Lafayette, Indiana ("West Lafayette"), and Purdue University, a public university with its main campus in West Lafayette, Indiana ("Purdue").

WHEREAS, West Lafayette and Purdue have a longstanding practice of cooperating together, including in connection with the operation of their police and fire departments, to create an environment that is beneficial to their mutual interests and to the safety and security of their citizens and residents; and

WHEREAS, although the area known as the Island South (as defined below) is located in and is surrounded by the Purdue campus, through annexation the West Lafayette Police Department and the West Lafayette Fire Department have obtained primary jurisdiction for providing police and fire protection services in that area via the memorandum of understanding of which this appendix is made a part; and

WHEREAS, many of the properties and/or facilities located in the Island are owned or occupied by Purdue, Purdue Research Foundation, or organizations affiliated with Purdue; and

WHEREAS, Purdue police and fire departments are already the primary responders for several properties/areas in the Island South; and

WHEREAS, the Purdue Fire Department will provide advanced life support ambulance services currently being provided by the Tippecanoe Emergency Ambulance Services within the Island South, and areas identified in sections 4, 5 & 6; and

WHEREAS, Purdue's police and fire stations are closer than their West Lafayette counterparts to the Island South, enabling Purdue police officers and fire fighters to respond more quickly in the Island South; and

WHEREAS, IC 20-12-3.5-2(b) authorizes Purdue police officers to exercise their statutory powers and IC 21-39-7-4 provides Purdue Fire with the authority to respond to locations adjacent to the campus, including on real estate owned or occupied by Purdue, including the street passing through and adjacent thereto, and to establish responsibility in other areas by agreement with the chief of police of the municipality where the campus is located; and

WHEREAS, both Purdue and West Lafayette have determined that public safety and overall efficiency would be improved for their mutual benefit if Purdue assumes primary jurisdiction for providing Purdue police and Purdue fire and EMS services in the Island South;

NOW THEREFORE, the parties agree as follows:

1 Purdue University Police and Fire Departments will maintain the current jurisdictional area of police and fire and EMS coverage, and operational responsibility for Purdue facilities. This will include future Purdue owned academic, university and athletic facilities within the response area.

2. The "Island South" means (i) the US 231 corridor from State Street south to South River Road, (ii) South River Road west to the east property line of the property at 1910 South River Road on the south side of the roadway, (iii) south along the east property line of the property at 1910 South River Road, then west along the south property line of the property, then north along the west property line of the property to South River Road, (iv) South River Road west to the east property line of the property at 2180 South River Road, (v) north along the east property line of the property at 2180 South River Road and continuing north to the Purdue Gravel Pit border north of 1195 Sharon Chapel Road, (vi) west and north along the Purdue Gravel Pit border to the east property line for the property at 1003 South Newman Road, (vii) north along the east property line of 1003 South Newman Road, then continuing north along the west property line for the Purdue Gravel Pit/Purdue Airport Property to the northeast corner of the property at 811 South Newman Road, (viii) west along the north property line of 811 South Newman Road to South Newman Road, (ix) north on South Newman Road to the south property line for 51 South Newman Road, (x) east along the south property line for 51 South Newman Road, then north along the east property line, then west along the north property line to South Newman Road, (xi) north on South Newman Road to the intersection of South Newman Road and Division Road, (xii) east from the intersection of South Newman Road and Division Road along the property line for the Purdue Gravel Pit/Purdue Airport Property to North Sharon Chapel Road, (xiii) north along North Sharon Chapel Road to Newman Road, (xiv) east on Newman Road to State Road 26 West, (xv) east on State Road 26 West to the west edge of the US 231 corridor.

3. On a date to be determined, (i) Purdue Police and Purdue Fire and EMS shall assume primary responsibility and jurisdiction in the Island South to include the intersection of State Street and the new US 231, (ii) the West Lafayette Police Department and West Lafayette Fire Department shall maintain primary responsibility and jurisdiction for providing police and fire service at the intersection of South River Road and US 231, and on South River Road from the intersection of South River Road and US 231 east and north to Ahlers Drive (to include the intersection of Ahlers Drive and South River Road).

4. On a date to be determined, Purdue Police and Purdue Fire and EMS shall assume primary responsibility and jurisdiction on the McCormick Road corridor from State Street north to Stadium Avenue, to include the intersections of State Street and Stadium Avenue.

5. On a date to be determined, Purdue Police and Purdue Fire and EMS will respond to calls for service on the US 231 corridor from State Street north to Cherry Lane in conjunction

with the West Lafayette Police Department, with the West Lafayette Police Department retaining the primary responsibility for investigations, West Lafayette Fire Department will retain primary responsibility for command in this area and each party will report as required by law.

6. On a date to be determined, Purdue Police and Purdue Fire and EMS will respond to calls for service on the McCormick Road corridor from Stadium Avenue north to Cherry Lane, to include Sugar Hill subdivision, in conjunction with the West Lafayette Police Department, with the West Lafayette Police Department retaining the primary responsibility for investigations, West Lafayette Fire Department will retain primary responsibility for command.

7. This Memorandum of Understanding supplements the Mutual Aid Agreement. Both will remain in force until terminated in writing by either party.

City of West Lafayette

By: _____
John Dennis, Mayor

Date: 3/11/2014

By: _____
Jason Dombkowski, Chief of Police

Date: 3/11/2014

By: _____
Timothy Heath, Fire Chief

Date: 3-12-2014

Purdue University

By: _____
Al V. Diaz, Executive Vice President and Treasurer

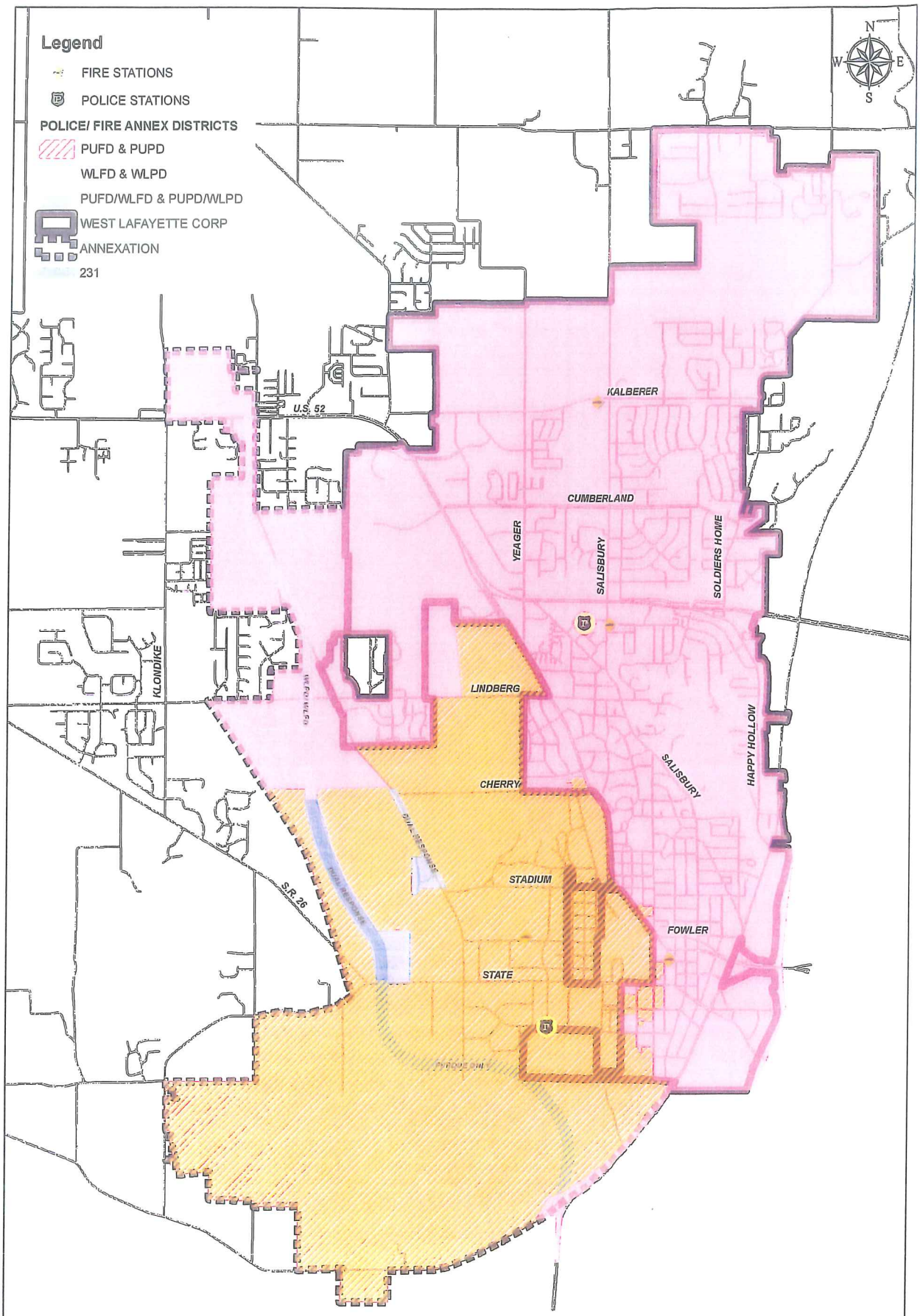
Date: 2/19/14

By: _____
John Cox, Chief of Police

Date: 02/24/2014

By: _____
Kevin Ply, Fire Chief

Date: 2/21/14



WEST LAFAYETTE & PURDUE FIRE & POLICE DISTRICTS