

## Meeting Agenda

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Common Council is held at Margerum City Hall, 222 North Chauncey Avenue, West Lafayette, IN 47906. Comments can be submitted to the Clerk's office by emailing [clerk@westlafayette.in.gov](mailto:clerk@westlafayette.in.gov).

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### Electronic Options:

- Live stream without participation via the [Meetings & Agendas](#) section of our website.
  - Stream [via Microsoft Teams](#) or phone: +1-574-367-5293, Code: 869 451 584
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1. CALL TO ORDER: President Bunder (Pledge of Allegiance)
2. ROLL CALL: Blanco, Brown, Bunder, DeBoer, Hardesty, Leverenz, Parker, Sanders, Thomas
3. PRE-COUNCIL ACTION ITEMS:  
Ordinance No. 14-22 was tabled to the March meeting.
4. CITY SUMMIT
  - a. State of the City Address - Mayor John Dennis  
**Documents:**  
[📎 2022 State of the City](#)
5. MINUTES:
  - a. Approval of Minutes: January 3, 2023 Council Meeting  
**Documents:**  
[📎 January 3, 2023 Council Minutes](#)
6. REPORTS OF CITY DEPARTMENTS ON FILE IN THE CLERK'S OFFICE
  - a. HR Report- January 2023  
**Documents:**  
[📎 HR Report - January 2023](#)
  - b. WWTU Report-December 2022  
**Documents:**

[📎 WWTU Report-Dec. 2022](#)

c. Fire Report - January 2023

**Documents:**

[📎 Fire Report](#)

d. Building

**Documents:**

[📎 Building Report](#)

e. Street Dept. Report

**Documents:**

[📎 January 2023](#)

f. Engineering - Monthly Narrative Report

**Documents:**

[📎 2023-01 Engineering Report](#)

g. Police Report - January 2023

**Documents:**

[📎 Police Report](#)

h. Rental Housing

**Documents:**

[📎 Rental Hsg](#)

i. Parks and Recreation Report - January 2023

**Documents:**

[📎 Parks and Recreation Report - January 2023](#)

7. REPORT OF APC REPRESENTATIVES: Leverenz, Parker

8. PUBLIC RELATIONS:

a. Council Re-Appointment: Go Greener Commission - Maureen Berry

b. Historic Preservation Commission Resource Guide

**Documents:**

[📎 HPC Resource Guide](#)

9. FINANCIAL REPORT: City Controller

a. Finance Report

**Documents:**

[📎 Finance Report](#)

10. LEGAL REPORT: Corporation Counsel

- a. Legal Report

**Documents:**

- [📎 Legal Report](#)

11. SPECIAL REPORTS: Joint Board Report - DeBoer

12. UNFINISHED BUSINESS:

- a. Ordinance No. 01-2023 An Ordinance To Amend West Lafayette City Code Chapter 18: Historic Preservation Commission: Boundaries, Powers, Duties, Guidelines, Fines And Procedures (Submitted by Historic Preservation Commission and Department of Development) [No. of Readings 2 of 2]

**Documents:**

- [📎 Ordinance No. 01-2023](#)

- [📎 HPC Presentation](#)

13. NEW BUSINESS:

- a. Ordinance No. 02-2023 An Ordinance Requesting An Additional Appropriation to the 2023 Budget (ARPA Funds) (Prepared by Controller) [No. of Readings 1 of 2]

**Documents:**

- [📎 Ordinance No. 02-2023](#)

- b. Ordinance No. 03-2023 An Ordinance To Establish The Cumulative Capital Development Fund And Readopt West Lafayette City Code Provisions Concerning The Fund (Submitted by the Controller) [No. of Readings 1 of 2]

**Documents:**

- [📎 Ordinance No. 03-2023](#)

- c. Ordinance No. 04-2023 To Amend Certain Portions Of The Unified Zoning Ordinance Of Tippecanoe County, Indiana, Designating The Time When The Same Shall Take Effect. (UZO Amendment #109) (Parking Spaces and Agricultural Rental Halls) (Submitted by Area Plan Commission) [No. of Readings 1 of 1]

**Documents:**

- [📎 Ordinance No. 04-2023](#)

- [📎 APC Staff Report](#)

- [📎 APC Certification](#)

- d. Resolution No. 03-2023 A Resolution Requesting An Additional Appropriation from a Federal Grant (Public Safety LIT) (Prepared by Controller) [No. of Readings 1 of 1]

**Documents:**

- [📎 Resolution No. 03-2023](#)

- e. Resolution No. 04-2023 Resolution Confirming The Designation Of An Economic Revitalization Area And Approving The Deduction From Assessed Value Of Certain New Real Property Improvements (Inari Agriculture) (Submitted by Department of Development) [No. of Readings 1 of 1] **PUBLIC HEARING**  
**Documents:**
  - [📎 Resolution No. 04-2023](#)
  - [📎 Notice of Public Hearing](#)
  
- f. Resolution No. 05-2023 Resolution Confirming The Designation Of An Economic Revitalization Area And Approving The Deduction From Assessed Value Of Certain New Personal Property (Inari Agriculture) (Submitted by Department of Development) [No. of Readings 1 of 1] **PUBLIC HEARING**  
**Documents:**
  - [📎 Resolution No. 05-2023](#)
  - [📎 Notice of Public Hearing](#)
  
- g. Resolution No. 06-2023 A Resolution Calling For A Shared Understanding Concerning Housing Between Purdue University And The City Of West Lafayette (Sponsored by Councilor Blanco) [No. of Readings 1 of 1]  
**Documents:**
  - [📎 Resolution No. 06-2023](#)
  
- h. Resolution No. 07-2023 Resolution Approving Interlocal Cooperation Agreement Concerning Four Precious Paws Low Cost Spay And Neuter Clinic (Sponsored by Mayor Dennis) [No. of Readings 1 of 1]  
**Documents:**
  - [📎 Resolution No. 07-2023](#)
  - [📎 Four Paws--Lafayette Agreement \[Informational\]](#)
  
- i. Resolution No. 08-2023 A Resolution Amending No. Ordinance 34-22 (Amended) And Ratifying Redistricting Plan For City Council Districts (Sponsored by Councilor DeBoer) [No. of Readings 1 of 1]  
**Documents:**
  - [📎 Resolution No. 08-2023](#)
  - [📎 Map](#)
  - [📎 Ordinance No. 34-22 \(Amended\)](#)

14. REPORT BY THE MAYOR

15. COMMUNICATIONS

16. PUBLIC COMMENTS

We welcome public comment and encourage active participation at this meeting. However, in order to proceed efficiently, public comment will be limited to two areas of this meeting.

First, there will be an opportunity for public comment on ordinances or resolutions currently before the Council. These comments should be limited to three (3) minutes in length and be germane and relevant to the Ordinance or Resolution. All participants will be required to maintain a high level of civility, respect, and courtesy for everyone present. Any participant, who after being advised, persists in a discourteous or hostile manner which may disrupt the meeting will be asked to leave.

At the end of the meeting, time will be reserved for public comment on any issue or concern that you may have. We welcome public comments and encourage active participation at this meeting. In our effort to proceed efficiently, we would ask that you sign-in on the designated sheet on the podium, and that you limit your comments to (3) minutes in length. If you need additional time, please consider sending your questions, comments, or concerns to the Clerk's email address: [clerk@wl.in.gov](mailto:clerk@wl.in.gov). Your contribution to this meeting supports the efforts of the Council in addressing issues that are important to the citizenry of West Lafayette.

17. ADJOURNMENT

Next Regular Council Meeting: March 6, 2023

*Note: Pre-Council meets on an as-needed basis and will be announced on public meeting notices from the Clerk's Office.*



February 6, 2023

## STATE OF THE CITY OF WEST LAFAYETTE

After a difficult few years, 2022 finally felt as close to normal as we will see on this side of the pandemic. Despite supply chain issues, concrete shortages and escalating costs nationally, it was an incredible year for the City of West Lafayette. Here are some of my personal highlights.

- Greater Lafayette Climate Action Plan with Tippecanoe County & City of Lafayette
- \$2,325,500,000 in new capital investment announced
- SkyWater investment, bringing 750 high paying, high tech jobs to West Lafayette
- St. Vincent Ascension bringing an eight-bed emergency care facility to the Discovery Park District
- Completion of the West Lafayette Public Library addition

Those are some big wins, but we also have everyday successes that improve the City of West Lafayette, our service to citizens and the environment.

- 24% of curbside items were recycled
- 32% of all waste is diverted from landfills through recycling, composting and food waste
- Started construction on the River Road CSO project, a 100' combined sewer separation project to protect the Wabash River
- Chauncey Avenue Plaza completion provides an attractive roadway and temporary event space between City Hall and the Library

We've seen an immense amount of growth and development in the last fifteen years. This is what the administration is currently working on to plan ahead for current and future needs for the city.

- Happy Hollow Stormwater Master Plan
- Public Safety Center Feasibility Study
- Wastewater Treatment Facility Update and Expansion Study
- Parks Master Plan Update 2022-2027
- Regional Housing Study



Each year we make incremental change, creating and caring for roads, adding trails and making small improvements to West Lafayette. Here are a few numbers to highlight the changes in the City of West Lafayette in the last fifteen years.

<b>Metric</b>	<b>2008</b>	<b>2022</b>
<b>Trails</b>	21.24 miles	43.4 miles
<b>Road Lanes Maintained</b>	145.6 miles	236 miles
<b>City Budget</b>	\$22,254,082	\$38,492,229 (73% increase)
<b>RDC Budget</b>	\$5,000,000	\$22,850,000 increment
<b>Assessed Value</b>	\$1,112,651,530 (w/o TIF)	\$1,332,728,766 (w/o TIF)

Beside the numbers that show significant change in the city that I’ve had the honor to lead nearly sixteen years, there are many programs that show the remarkable progress we have made as a city. I am very proud of the transformation of the police department in becoming an accredited agency, increasing de-escalation and cultural diversity training and focusing resources to provide the crisis intervention care that citizens need at all levels. Our fire department continues to train, inspect and engage with the community to create and maintain a safe place where they can respond quickly and effectively in times of crisis. The ISO 2 rating of our fire department is a great achievement, but the work that department has done to earn that distinction makes our community and citizens safer.

We have protected the New Chauncey Historic District, increased human rights protections, planned for community growth with the Downtown, New Chauncey and US 231 land use plans, improved the water quality of the Wabash River by reducing overflows, created and expanded new parks, fixed the Lindberg Bridge over the Celery Bog, reconstructed State Street, annexed Purdue University, built the beautiful and much loved Wellness Center, and created a new home for civic life by preserving the Morton School building with the creation of Sonya L. Margerum City Hall. All of that work was accomplished while you relied on us to consistently pick up trash and recycling, clear trails, keep parks clean and safe and ensure that the water we use is appropriately treated before it heads back to nature. When you called for help, someone was always there to answer. We have a more balanced economy with companies that keep talent from around the country and the world in our city. We have two public school corporations that exemplify excellence in education, and we have one of the top universities in the world. Last but not least, we now have multiple dog parks.

I’ve long used the motto, “One Team, One Fight” to describe my philosophy leadership. None of this work could have happened without the incredible staff of the City of West Lafayette. These dedicated public servants are thoughtful, compassionate and talented. This team, my team, and those who have served the city during this administration are the backbone of this organization and are critical to the city’s success. While I didn’t get to pick Sana Booker as our City Clerk, I’m glad that the community did. She is an excellent public servant and a dear friend. Thank you to each of you for the honor of working alongside you. The partnership and trusted



relationship with Purdue University opened the door to annexation and the subsequent change to a Class 2 city is an accomplishment that will continue to benefit all of us for generations to come. The city's continued close relationships with the City of Lafayette and Tippecanoe County show the rest of the state and even the country how people who care about their communities and citizens can work together to achieve more than we can alone.

Finally, thank you to the citizens of West Lafayette for putting your trust in me to lead our community, and my hometown, for four terms. I am so grateful to all of you as you volunteered, participated, and showed up to ensure that this city is a place that we are all proud to call home.

With gratitude,

John R. Dennis, Mayor

CITY OF WEST LAFAYETTE  
COMMON COUNCIL  
MINUTES  
January 3, 2023

The Common Council of the City of West Lafayette, Indiana, met in Council Chambers at Margerum City Hall on January 3, 2023, at the hour of 6:30 p.m.

President Bunder called the meeting to order and presided.

The Pledge of Allegiance was recited.

Members Present: James Blanco, Jeff Brown, Peter Bunder, Nick DeBoer, Ted Hardesty, Larry Leverenz, Kathy Parker, Gerald Thomas.

Absent: David Sanders

Also present: Mayor John Dennis, City Attorney Patrick Jones, Clerk Sana Booker, Director of Development Erin Easter, City Controller Peter Gray, Police Chief Troy Harris, WWTU Director David Henderson, Fire Chief Jeff Need, and Building Commissioner Chad Spitznagle.

PRE-COUNCIL ACTION ITEMS: None (A Pre-Council meeting was not held.)

MINUTES

Councilor DeBoer moved for acceptance of the minutes of the December 5, 2022, Common Council Meeting. Councilor Thomas seconded the motion, and the motion passed by unanimous voice vote.

REPORTS OF CITY DEPARTMENTS ON FILE IN THE CLERK'S OFFICE

There were no comments.

REPORT OF THE APC REPRESENTATIVES

2022 Student Rental Report

Councilor Leverenz stated that the 2022 Student Rental Report was presented at the last APC meeting. He noted that some highlights are that the report reflects the densification for the urban area of West Lafayette, which has been encouraged by the Downtown Plan. It describes what he considers to be a backdoor approach to vacancy descriptions. Vacancy has decreased, which means that occupancy has increased in our downtown area. One thing of interest is that in the last few years, the West Lafayette suburban area as shown on Page 12 of the Report, has also had an increase in occupancy outside of the downtown area. This indicates an obvious need for housing, as we have been addressing all along. That need is not only for students, but also non-student residents moving here. He stated that one point made by APC Assistant Director Ryan O'Gara is that trends have been similar for the last few years. Therefore, APC is considering changing the Student Rental Report to be a briefer executive summary describing annual changes rather than a full report.

PUBLIC RELATIONS: None

FINANCIAL REPORT

Controller Gray stated that the preliminary report for 2022 shows that the City spent, with encumbrances, 85% of the budget. This was thanks to the department heads for watching

spending and also to the vacant positions in the City. In response to a question from President Bunder, Controller Gray reminded that some of the extra money will be transferred to the reserve in the Rainy Day Fund [Resolution No. 32-22].

#### LEGAL REPORT

This report is on file.

#### SPECIAL REPORTS:

##### Report for Approval: Greater Lafayette Climate Action Plan (GLCAP) – Greeley and Hansen – WWTU

WWTU Director Henderson stated that the last couple of years, with the help of Greeley and Hansen, the Cities of West Lafayette and Lafayette, along with Tippecanoe County, have been working on a Climate Action Plan for our region. He noted that this is a bit of a historic approach. Typically, it has been individual cities, towns, or counties that implement a Plan. Being able to leverage the partnership that we have benefited from with stormwater and other projects allowed us to pull together our resources and work on this together. There have been public input sessions for suggestions on the approach to this. Director Henderson stated that a cool fact is that the number one Google search result for 2022 in the Greater Lafayette area was “climate change.” People are interested in this.

Maithilee Das Lappin (Associate, Greeley and Hansen) stated that this Plan is a recommendation on behalf of the joint leadership committee on some strategies and initiatives that the local entities can adopt and implement. It is a set of goals based on four major focus areas based on data gathered over the past two years from greenhouse gas inventories, technical studies, vulnerability assessments, and partnerships with external experts on climate change. The data tells us that extreme wet weather events and extreme heat are things that our region will be facing or is already facing and seeing effects. Some of the strategies are dependent on those data points, focused on the four areas of: Energy Use in the Built Environment; Transportation; Agriculture and Forestry; and Water, Wastewater, and Solid Waste. Within those four focus areas, there are subgoals, initiatives, and action items to address climate change and reduce greenhouse gas emissions in Tippecanoe County.

Director Henderson noted that a full-time staff person, Halee Griffey, will be joining WWTU as the Climate Resiliency and Sustainability Officer next week. It is the first position of its kind in the area, and it will help with the implementation phase. He thanked the Council for their support in launching this position.

President Bunder stated that he has been interested in environmental issues for about 15 years, and the Go Greener Commission is part of the City ordinance package because that is where he started when he got elected. He stated that this is a great Plan and we will do great things with it. However, he had two things to note. First, is that the Purdue logo does not appear next that of the other entities. That is a problem, particularly because there is always a conversation about the emissions around the Wade Utility Plant. If Purdue is not committed to this Plan, there will be great difficulty in our getting very far ahead. It is the biggest employer and perhaps the biggest emitter. The second note is that he searched the Plan for “wind,” and he did not find anything. He noted that Tippecanoe County does not allow wind turbines, although West Lafayette voted to allow them. The land in the northwest part of the County looks exactly like the land in Benton, Carroll, and White Counties that have wind turbines. He stated that he wants to call attention to that lack, though he does not want to rain on the parade.

Director Henderson expressed appreciation for the support of the Council and the Board of Works for engaging Greeley and Hansen, to Greeley and Hansen, and to Mayors Dennis and Roswarski and the County Commissioners. It took a lot to get to this point.

Councilor DeBoer moved to accept the GLCAP Report. Councilor Thomas seconded the motion, and the motion passed by unanimous roll call vote.

Joint Board Report

Councilor DeBoer stated that there is a Joint Board meeting on January 17<sup>th</sup>, where he will have a list of questions. President Bunder reminded that the issues he wanted to be addressed at Joint Board was the lack of communication regarding the renaming of a portion of State Street to Mitch Daniels Boulevard and the sale of a block of houses.

UNFINISHED BUSINESS:

Ordinance No. 14-22 Historic Preservation Commission: Historic Designation – 314 Russell Street (Submitted by Historic Preservation Commission and Department of Development) [No. of Readings 1 of 2] *Continued from the December Council meeting.*

President Bunder stated that he would like to again table this item. The developer has another possible plan for the fraternity and the land it sits on. He noted that there is progress and conversation, and by keeping this on the calendar we are signaling our desire for this property to be saved, as well as give the developer time to move through a variety of plans that may work better than the ones that have been discussed.

Councilor DeBoer moved to table Ordinance No. 14-22 to the February meeting. The motion was seconded by Councilor Thomas, and the motion passed by unanimous voice vote.

Ordinance No. 14-22 is tabled to the February meeting.

Ordinance No. 36-22 An Ordinance Providing For Temporary Loans (2023) (Prepared by Controller) [No. of Readings 2 of 2]

Councilor DeBoer read Ordinance No. 36-22 by title only.

Councilor DeBoer moved for passage of Ordinance No. 36-22 on second and final reading, and that the vote be by roll call. The motion was seconded by Councilor Thomas.

Controller Gray stated that this annual Ordinance is to help with cash flow through the year since we get our tax levies in June and December.

There was no further discussion.

Clerk Booker called the roll call vote:

<u>Councilperson</u>	<u>Vote</u>
Blanco	Aye
Brown	Aye
Bunder	Aye
DeBoer	Aye
Hardesty	Aye
Leverenz	Aye
Parker	Aye

<b>Councilperson</b>	<b>Vote</b>
Sanders	Absent
Thomas	Aye

Clerk Booker stated that the vote was 8 AYES and 0 NAYS.

President Bunder announced that Ordinance No. 36-22 passed on final reading.

Ordinance No. 37-22 An Ordinance To Approve Blanket Bond Coverage For 2023 (Prepared by Clerk Booker) [No. of Readings 2 of 2]

Councilor DeBoer read Ordinance No. 37-22 by title only.

Councilor DeBoer moved for passage of Ordinance No. 37-22 on second and final reading, and that the vote be by roll call. The motion was seconded by Councilor Thomas.

Clerk Booker explained that, as stated at last month’s meeting, this blanket bond coverage of \$750,000.00 is to cover all of the people who work for the City who handle money. It is to protect us and to keep as us honest as we have always been. There is one change since the last meeting, which is that instead of being covered through Epic Insurance Midwest, it will now be covered through Henriott Group.

There was no further discussion.

Clerk Booker called the roll call vote:

<b>Councilperson</b>	<b>Vote</b>
Blanco	Aye
Brown	Aye
Bunder	Aye
DeBoer	Aye
Hardesty	Aye
Leverenz	Aye
Parker	Aye
Sanders	Absent
Thomas	Aye

Clerk Booker stated that the vote was 8 AYES and 0 NAYS.

President Bunder announced that Ordinance No. 37-22 (Amended) passed on final reading.

**NEW BUSINESS:**

Ordinance No. 01-2023 An Ordinance To Amend West Lafayette City Code Chapter 18: Historic Preservation Commission: Boundaries, Powers, Duties, Guidelines, Fines And Procedures (Submitted by Councilor Bunder) [No. of Readings 1 of 2]

Councilor DeBoer read Ordinance No. 01-2023 by title only.

Councilor DeBoer moved for passage of Ordinance No. 01-2023 on first reading, and that the vote be by roll call. The motion was seconded by Councilor Thomas.

Deputy Director of Development Jen Van Schuyver stated that for the last 12 months the Historic Preservation Commission (HPC), City staff, and MKSK have been evaluating our City Code HPC chapter. The Department of Development has worked along with the Building Department and Code Enforcement team to ensure that policies mirror existing policies and procedures with permitting and enforcement. We are excited to share how historic preservation will continue to grow within the City and what we can offer our citizens. MKSK is here to review those updates.

Aaron Kowalski (Senior Associate, MKSK) stated that he has been the advisor to the HPC for several years now. They have been working with this Ordinance and decided it was time for a major update to the chapter. Mr. Kowalski summarized changes made while going through a presentation document. They focused on making it user-friendly, so formatting and cross references were a part of that. The Ordinance on MuniCode had references to State statute that were not spelled out, so those were added back in for the public or staff to work with it easier. Included in new and clarified definitions is *offense* to explain what constitutes a violation and how many violations can occur within a period of time. State statute caps all violations at \$7,500.00 within a 60-day period. This Ordinance also adds standards for visual compatibility for infill development. The fines have been updated, including language that allows the fines to accrue on the first day; however, if the violation is taken care of within 60 days, then no fine will be issued. Also added are remedies for violations while giving the staff and the Commission more flexibility in understanding when a property owner is trying to make their project right.

President Bunder expressed how happy he is. He can remember typing every word of the original HPC Ordinance and the four separate votes and remonstrance that was mounted against it. He is pleased to see this institutionalization and update of the HPC Ordinance. He is proud of us for doing this.

There was no further discussion.

Clerk Booker called the roll call vote:

<b>Councilperson</b>	<b>Vote</b>
Blanco	Aye
Brown	Aye
Bunder	Aye
DeBoer	Aye
Hardesty	Aye
Leverenz	Aye
Parker	Aye
Sanders	Absent
Thomas	Aye

Clerk Booker stated that the vote was 8 AYES and 0 NAYS.

President Bunder announced that Ordinance No. 01-2023 passed on first reading.

Resolution No. 01-2023 Resolution Declaring The Designation Of An Economic Revitalization Area And Preliminarily Approving The Deduction From Assessed Value Of New Real Property Improvements (Inari Agriculture) (Submitted by Department of Development) [No. of Readings 1 of 1]

Councilor DeBoer read Resolution No. 01-2023 by title only.

Councilor DeBoer moved for passage of Resolution No. 01-2023 on first and only reading, and that the vote be by roll call. The motion was seconded by Councilor Thomas.

Director Easter stated that Inari Agriculture originally invested in our community in 2019. They have 129 employees and they are looking to grow that significantly by more than doubling their capacity here. The average wage for every one of the 140 new jobs is above \$90,000. This is an exciting opportunity to capitalize on the things that our community and Purdue University does well, and also create an opportunity to continue to grow the City in a way that grows small businesses in our area. She noted that even though this Resolution has one reading, this is a two-step process. If approved this evening, next month there will be a confirmatory resolution granting both the tax abatement and the economic revitalization area (ERA). The current request is for a five-year graduated abatement, which means that every year there will be an increase of 20% of taxes, with the first year starting at 0% for both real and personal property.

Phil Brandt (Director of Account Systems and Operation, Inari Agriculture) stated that Inari is a seed design company which has grown here and at their other sites in the last few years. He reviewed a presentation document, starting by explaining that Inari utilizes AI-powered predicative design and a pioneered multiplex gene editing tool to help unlock the full potential of seed. He stated that their mission-driven product development goals include a 10-20% yield increase, 40% less water, and 40% less fertilizer. As the world's population grows, the number of mouths that need fed also grows, and it is Inari's goal to help solve that problem. The company was founded in 2016, and it currently has approximately 260 employees based here in West Lafayette, in Cambridge, Massachusetts, and at their research and development site in Ghent, Belgium.

Mr. Brandt asked Chad Sweeney to cover details of the project. Mr. Sweeney had earlier introduced himself, explaining that he is an advisor to Inari through Ginovus, which is a site selection firm in Indianapolis. Mr. Sweeney stated that the project proposal is for a new 40,000 square foot greenhouse facility to support the company's research and development activities. It will result in a lot of the employment growth that has been discussed. The capital investment proposed is \$16 million in real property improvements to construct the facility and \$3.5 million in research and development equipment to install there. The company would commit to retain the 120 existing positions in West Lafayette and add 140 more positions over the next 4-5 years as the facility and business operations are built. Inari hopes to commence construction in the first quarter of this year and complete by the fourth quarter. Mr. Sweeney stated that one unique thing to this site is that it presented some challenges around unsuitable soil conditions; about 70% of the site has a lot of organic material that will need removed and a lot of fill dirt put in with extra construction to support the foundation. In total, it was about \$500,000.00 of additional costs that was unique to this site. Therefore, the support of the City, as well the State of Indiana, was important to making this a viable site for the company's project and expansion.

Councilor Blanco asked which cities were being considered for this project. Mr. Brandt responded that other considerations were Inari's other current sites as well as a few other large agriculture cities across the country.

There was no further discussion.

Clerk Booker called the roll call vote:

<b>Councilperson</b>	<b>Vote</b>
Blanco	Abstain
Brown	Aye
Bunder	Aye

<b>Councilperson</b>	<b>Vote</b>
DeBoer	Aye
Hardesty	Aye
Leverenz	Aye
Parker	Aye
Sanders	Absent
Thomas	Aye

Clerk Booker stated that the vote was 7 AYES, 0 NAYS, and 1 ABSTENTION.

President Bunder announced that Resolution No. 01-2023 passed on first and only reading.

Resolution No. 02-2023 Resolution Declaring The Designation Of An Economic Revitalization Area And Preliminarily Approving The Deduction From Assessed Value Of New Personal Property (Inari Agriculture) (Submitted by Department of Development) [No. of Readings 1 of 1]

Councilor DeBoer read Resolution No. 02-2023 by title only.

Councilor DeBoer moved for passage of Resolution No. 02-2023 on first and only reading, and that the vote be by roll call. The motion was seconded by Councilor Thomas.

There was no discussion.

Clerk Booker called the roll call vote:

<b>Councilperson</b>	<b>Vote</b>
Blanco	Abstain
Brown	Aye
Bunder	Aye
DeBoer	Aye
Hardesty	Aye
Leverenz	Aye
Parker	Aye
Sanders	Absent
Thomas	Aye

Clerk Booker stated that the vote was 7 AYES, 0 NAYS, and 1 ABSTENTION.

President Bunder announced that Resolution No. 02-2023 passed on first and only reading.

**REPORT BY THE MAYOR**

There was no report. The Councilors wished Mayor Dennis a happy birthday.

**COMMUNICATIONS**

- Councilor Blanco stated that it is time for a group of Councilors to have a discussion with Purdue’s new President, Mung Chiang, about the toll that Purdue’s rising admissions have on the City’s housing supply. He plans to put forward a concurrent Resolution next month.
- Councilor Brown stated that he wants to share some positive constituent feedback regarding the yard waste pickup. The constituent went out of his way to let Councilor Brown know that he had generated a large amount of yard waste, on more than one occasion. He made phone

calls to the Street Department to make sure it was okay, and he was always greeted politely. The pickup was timely, complete, and neat. Councilor Brown has a fair amount of knowledge about a couple of other communities in the State that just do not come to this level. It is something we should celebrate and appreciate.

- Councilor Parker stated that the Go Greener Commission would like to welcome Halee Griffey, the new Climate Resiliency and Sustainability Officer. The Commission is excited to start working with her on all things green. Councilor Parker also expressed appreciation to the Parks Department for their new scholarship program; they are truly inclusive in trying to eliminate barriers to make Parks and Recreation accessible to all residents.

#### CITIZEN COMMENTS

There were no comments.

#### ADJOURNMENT

There being no further business at this time, Councilor DeBoer moved for adjournment, and President Bunder adjourned the meeting the time being 7:15 p.m.



## **HUMAN RESOURCES REPORT**

**January 2023**

### **New Hire**

The Finance Department welcomed two new employees in January.

- Mary “Kathy” Batz joined the Finance Department as Accounts Receivable Specialist on January 9. Kathy received a bachelor’s and master’s degree in Secondary Education from Indiana University. She taught Accounting at Central Catholic High School and taught adults preparing to take high school equivalency tests at Lafayette Adult Resource Academy. She brings with her over eleven years of experience as a bookkeeper.
- Jason Nelson joined the Finance Department as Payroll Specialist on January 9. Jason obtained an associate degree in Accounting from Ivy Technical Community College while working as a bookkeeper and tax associate at H&R Block. He has nearly three years of payroll experience from Trilogy Health Services where he was Accounts Payroll and Payroll Coordinator.

The Water Resource Recovery Facility welcomed two new employees in January.

- Halee Griffey joined the Water Resource Recovery Facility as Climate Resiliency and Sustainability Officer on January 9. Halee will graduate from Indiana University-Purdue University in May with a dual degree in Public and Environmental Affairs, Sustainable Management & Policy and Global & International Studies. She has an impressive resume of working with communities and stakeholders, including a Greenhouse Inventory and related Carbon Disclosure Project for the City of South Bend.
- Adam Moore joined the Water Resource Recovery Facility as Operator on January 23. Adam obtained an associate degree in General Science from Ball State University. He has a varied work history, including working as a wastewater treatment plant operator for three years.

Justin Balog joined the Police Department as Probationary Patrol Officer on January 9. Justin obtained a bachelor’s degree in Recreation Management from Illinois State University. He relocated from New Lenox, Illinois where he worked for GNC (nutrition) and performing security duties for two different locations in Bloomington, Illinois after graduation.

Submitted by Diane Foster, Human Resources Director

## **Employment Milestones**

The City of West Lafayette would like to express its appreciation to the following employees for having obtained a major employment milestone.

### **15 years**

Adam Miller – Lieutenant of Patrol, Police Department  
Debra Foster – School Crossing Guard, Police Department

## **Retirements**

Cindy Marion retired on January 13th after serving the West Lafayette Police Dept. in multiple capacities for almost 32 years. She served as a Patrol Officer, Specialist, Investigator, Sergeant and finished her career as the Property & Evidence Manager/Programs Director.

After 25 years of service, Detective Gary Ward retired on January 16th. He was originally hired with the West Lafayette Police Department in August 1996 as a Patrol Dispatcher, moving to the position of Police Officer in March 1998. He has served as a Detective with the department since 2015. After Gary's retirement as a police officer, the City was fortunate to rehire him as Property & Evidence Manager/Programs Director on January 30.

Lt. Kevin Flynn retired from the West Lafayette Police Dept. on January 23 after 28 years of service to the City. He began his career as a Patrol Officer in January 1995, moving to the rank of Sergeant in January 1999, and then elevated to Lieutenant in December 2015.

## **Blood Drive**

The City hosted a successful blood drive this month sponsored by Versiti Blood Center of Indiana. The State's blood supply was at a critical low level, with less than a day's supply of lifesaving blood on shelves to supply Versiti's more than 90 hospital partners throughout the state. Because each individual donation can save up to three separate lives, 42 Indiana lives were potentially saved due to those who donated their time and energy to this lifesaving event!

Submitted by Diane Foster, Human Resources Director



Wastewater Treatment Utility  
500 South River Road  
West Lafayette, Indiana 47906  
Voice: (765) 775-5145  
Fax: (765) 775-5149

## MONTHLY REPORT OF OPERATIONS

### National Pollutant Discharge Elimination System -- NPDES December 2022--MONTHLY AVERAGES Limit

TSS	3.5	mg/l	(30.00)
CBOD <sub>5</sub>	1.6	mg/l	(25.00)
NH <sub>4</sub>	0.1	mg/L	(6.00)
Cl <sub>2</sub>	N/A	mg/L	(0.06)
Phosphorus	0.67	mg/L	(1.00)
E. COLI	N/A	#/100ml	125.00
FLOW	TOTAL	191.6	MG
	AVG	6.18	MGD
	MAX	8.93	MGD
	MIN	4.86	MGD
PRECIPITATION	1.9	INCHES	

### December 2022--PERCENT REMOVALS

TSS	97.7	REPORT ONLY
CBOD	99	REPORT ONLY
Ammonia	99.6	REPORT ONLY
Phosphorus	85	REPORT ONLY

### COMBINED SEWER OVERFLOWS

December 2022	MG	HOURS	Events
<b>TOTAL FLOW</b>	<b>191.60</b>		
<b>PERCENT FULLY TREATED</b>	#####		
<b>OVERFLOW POINT</b>			
<b>DEHART STREET</b>	0.0000	0	0
<b>QUINCY STREET</b>	0.0000	0	0
<b>Wet Weather Treatment Facility</b>	0.0000	0	0
<b>OVERFLOW TOTAL</b>	<b>0.0000</b>	<b>0.00</b>	<b>0</b>





# WEST LAFAYETTE FIRE DEPARTMENT

300 NORTH STREET  
WEST LAFAYETTE, INDIANA 47906  
765.775.5175

*Ensuring West Lafayette is always a safe and great place to work, live, and play.*

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**TO:** West Lafayette Common Council

**FROM:** Jeff A. Need, Fire Chief

**DATE:** February 6, 2023

**SUBJECT:** January 2023 Fire Report

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Call Totals: West Lafayette Fire responded to 236 Total Calls in January: 156 Medical, 4 Fire, 3 Hazardous Condition, 20 Service Calls, 42 False Alarms, and 11 Other.

Training: January training kicked off with yearly assignments for OSHA compliance. All members have until December to complete tasks ranging from medical and fire safety to hazardous material requirements for firefighters. Personnel prepared for the two-part ice/cold water rescue course: an online class and a hands-on class at a local pond. One firefighter attended the 2023 Fire Department Health and Safety Conference to learn the latest in health and safety for firefighters; one attended the Indiana Department of Homeland Security leadership Development course; one enrolled in the IDHS Fire Officer III course at the District 4 training center; and four attended a Fire Investigator I course, bringing the total man hours of training in January to 806.

Inspections: The Inspection Division completed numerous new construction and existing building inspections and fire safety tests in January. This included 29 general inspections, 10 new construction inspections, 38 re-inspections, 16 plan reviews, 9 consultations, 111 documentation reports and reviews, 29 code reviews, 6 fire alarm system tests, and 1 sprinkler system test, bringing the January overall total to 265.

Respectfully submitted,

Jeff A. Need  
Fire Chief, City of West Lafayette

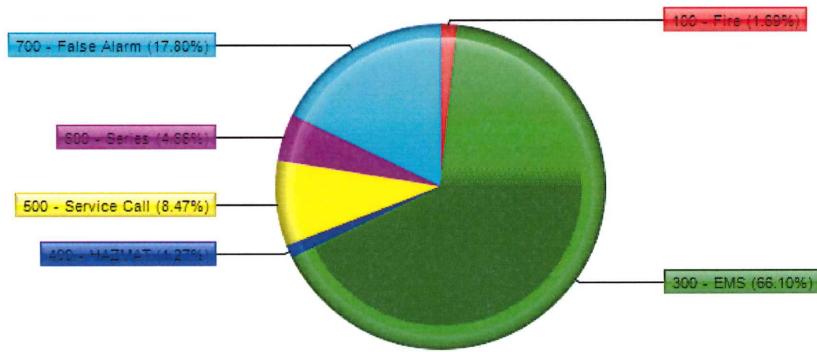
Monthly Fire Incidents Type Totals

Date: Wednesday, February 1, 2023  
Time: 4:49:33 AM

Incident Date between 2023-01-01 and 2023-01-31

Fire Incident Type Breakdown

Incident Type Group	
100 - Fire	4
300 - EMS	156
400 - HAZMAT	3
500 - Service Call	20
600 - Series	11
700 - False Alarm	42
	<b>236</b>





# WEST LAFAYETTE FIRE DEPARTMENT

300 NORTH STREET

WEST LAFAYETTE, INDIANA 47906

765-775-5175

*Ensuring West Lafayette is always a safe and great place to work, live, and play.*

## ***January Training Report***

*This month all members received their yearly assignments for OSHA compliance. The members have until December to complete these tasks. The lessons cover medical, fire safety, and hazardous material requirements for firefighters.*

*Members were also assigned Ice/Cold Water Rescue procedures. This is a two-part course. One is an online class, then a hands-on class at a local pond within the city.*

*Firefighter Drew Snider attended the 2023 Fire Department Health and Safety Conference. Firefighter Snider is our department's health and safety coordinator. This provided the opportunity to learn the latest in health and safety for firefighter personnel.*

*Firefighter Joe Heater is attending the Indiana Department of Homeland Security Leadership Development course. Captain Eric Doyle is enrolled in the Fire Officer III course provided by the Indiana Department of Homeland Security District 4 training center. We also have Firefighters Grady Fountain, Clint Knowles, Thomas Clark, and Shane Chapman taking a Fire Investigator I course.*

*The total hours of training completed by the department for January were 806 hours.*

*Reported by Lt. Grant Birge*

Type	Monthly Hours	Monthly Units	Notes
Inspection-General	29	29	General fire inspection of building
Plan Review	19	16	Plan Review of new projects
Consultation	10	9	Review of project onsite
System Test-Fire Alarm	16	6	Tested fire alarm
System Test-Sprinkler system	3	1	Tested sprinkler system
Inspection-New Construction	20	10	Inspections/rough ins
Inspection-Re-Inspection	33	38	Re-inspection of building
Fire Drills	3	3	Monitor Fire Drill exercise
Complaints	1	1	Building Safety complaints
Documentations	199	111	Documenting reports & reviews
Code reviews	32	29	Verifying code concerns
Training	6	5	Recorded trainings
Fire/Life Safety Presentations			
Continuing Education	14	7	
<b>TOTAL</b>	<b>385</b>	<b>265</b>	

City of West Lafayette  
Report of Permits Issued  
1/1/2023 through 1/31/2023

Permit Type	Appl.	Issued	Owner	Contractor	Location	Description	Project	Est. Cost
Commercial - Build Out	25885	01/23/2023	Purdue Research Foundation	Tri-Tech Construction Services, Inc.	100 Foundry Dr Ste 140 Parcel # 79-06-24-426-003.000-029	Build out - Feng Cha Bubble Tea Room	Convergence, Ste 140	\$275,000.00
	25831	01/17/2023	Research Park Associates	Tailored Construction Group, LLC	1330 Win Hentschel Blvd Ste 202 Parcel # 79-06-01-426-005.000-035	New interior partition walls & new finishes	Modern Mental Health	\$5,204.00
	<b>Total</b>							<b>\$280,204.00</b>
Commercial - Improvement	25830	01/30/2023	Midwest Student Housing Properties LLC	Wang's Corporation	111 S River Rd Ste A Parcel # 79-07-20-307-004.000-026	Install new hood - Taste of India		\$18,000.00
	25882	01/12/2023	304 Owner LLC	Hunerberg Construction Company	300 W State St Ste 100 Parcel # 79-07-19-286-021.000-026	Interior remodel - Target		\$170,850.00
	25889	01/25/2023	West Lafayette Greenhouse Phase 2 LLC	Strongbox Commercial LLC	1436 Win Hentschel Blvd Parcel # 79-06-01-400-007.000-035	INARI Greenhouse, Phase 3		\$19,100,000.00
	<b>Total</b>							<b>\$19,288,850.00</b>
Commercial - New Build	25780	01/11/2023	Hammond Dual Hotels LLC	Schrock Commercial	1710 Sachem Blvd Parcel # 79-06-01-377-002.000-034	Home 2 Suites Hotel	Foundation Only	\$5,248,030.00
	25779	01/11/2023	Lafayette Hotels LLC	Schrock Commercial	1750 Sachem Blvd Parcel # 79-06-01-377-001.000-034	Town Place Suites by Marriott Hotel	Foundation Only	\$5,248,000.00
	<b>Total</b>							<b>\$10,496,030.00</b>

Electrical	25918	01/25/2023	Cartom LLC	Vega De La Luz, Sergio	354 Sylvia St Parcel # 79-07-19-228-002.000-026	Electrical upgrade - 100 amp to 200 amp		\$5,000.00
	25921	01/27/2023	New Franklin Park LLC.	Brand Electric, Inc	2401 Neil Armstrong Dr Parcel # 79-06-12-251-003.000-034	200 amp svc for EV charging station		\$6,500.00
	<b>Total</b>							<b>\$11,500.00</b>
Residential - Improvement	25908	01/26/2023	Curry, Douglas & Laura	Riverside Construction	730 Essex St Parcel # 79-07-07-204-002.000-026	Remodel upstairs bdrms and master bath		\$89,254.00
	25917	01/31/2023	Schreiner, Patricia	Graham Remodeling	1005 Vine St Parcel # 79-07-18-432-013.000-026	Finish basement		\$60,000.00
	25910	01/26/2023	Goldsmith, Jesse & Ardery, Mary	Riverside Construction	2619 Wilshire Ave Parcel # 79-07-07-278-027.000-026	Hall bathroom remodel		\$26,114.00
	25756	01/26/2023	Ashman, Douglas E.	Hays & Sons Construction	2704 Soldiers Home Rd Parcel # 79-07-08-101-003.000-034	Rebuild attached garage/repair mechanicals due to fire		\$145,000.00
	25909	01/26/2023	Miethke, Debbie K. & Scott C.	Riverside Construction	3135 Hamilton St Parcel # 79-07-05-351-026.000-035	Master bathroom remodel		\$45,802.00
	<b>Total</b>							<b>\$366,170.00</b>
	Sign - Permanent	25888	01/23/2023	Dos Primos Capital Group	Martin Branding Group, Inc.	2901 Northwestern Ave Parcel # 79-06-12-201-007.000-034	Permanent Signs - Slim Chickens	
<b>Total</b>							<b>\$37,500.00</b>	
<b>Grand Total</b>							<b>\$30,480,254.00</b>	

<b>Permit Type</b>	<b># Permits</b>	<b>Total Estimated Cost</b>
<b>Commercial - Build Out</b>	2	\$280,204.00
<b>Commercial - Improvement</b>	3	\$19,288,850.00
<b>Commercial - New Build</b>	2	\$10,496,030.00
<b>Electrical</b>	2	\$11,500.00
<b>Residential - Improvement</b>	5	\$366,170.00
<b>Sign - Permanent</b>	1	\$37,500.00
<b>Grand Total</b>	<b>15</b>	<b>\$30,480,254.00</b>

West Lafayette Street/Sanitation/Recycling Department  
January 2022

**SANITATION/RECYCLING**

January Income Fee	\$ 133,477.34		To Date	\$ 133,477.34
Recyclables Sales	\$ -		To Date	\$ -
Waste Land Filled	376.67	Tons	Tip Fee	\$ 20,705.55
Street Sweepings Land Filled	18.82	Tons	Tip Fee	\$ 1,034.54
Materials Recycled Curb Side	137.23	Tons	ATF	\$ 7,543.53
Yard Waste Composted	29.44	Tons	ATF	\$ 1,618.32
Leaves Composted	0.00	Tons	ATF	\$ -

ATF: Avoided Tip Fee is \$54.97/ton

ACTIVITIES	HOURS		
Street Sweeping	75.50	18.82	Tons Collected
Leaf Collection	0.00	-	Tons Collected
Pothole Patching/Street Repair	14.0		
Sign Maintenance	104.0		
Signal Maintenance	206.00		
Street Light Repair	2.00		
Sign Making	19.00		
Traffic Locates	21.00		
Sewer Locates	151.5		
Sewer Cleaning	30.8	2,620.00	Feet Cleaned
Sewer Televising		188.00	Feet Televised
Storm Sewer Televising	54.0	499.00	Feet Televised
Catch Basin Cleaning	8.0		
Snow Removal	132.75	82.33	Tons Road Salt
Pre-Treating Streets	84.25	61,155.31	Gal. Salt Brine
		-	Gal. Liquid Deicer

MATERIALS	TONS	REVENUE	ATF
Bi. & Scrap Metal		\$ -	\$ -
Comingled- Curbside	137.23	\$ -	\$ 7,543.53
Food Waste	0.8	0	\$ 43.98



## Engineering Department Monthly Report January – 2023

### DEPARTMENT STATISTICS

#### Permits and Inspections

	Permits Issued	Inspections
Right of Way/Excavation	7	10
Storm Water	1	55

#### Sewer Taps

	Permits Issued
West Lafayette Greenhouse Phase 2 LLC	1
Hammond Dual Hotels LLC	1
Lafayette Hotels LLC	1

### PROJECTS

- **Chauncey Avenue Plaza**
  - **Location:** Chauncey Avenue between North Street and Columbia Street.
  - **Scope:** A build-operate-transfer (BOT) contract with CORE Construction and GM Development team with a guaranteed maximum price (GMP) \$1,605,404.00. Project includes stormwater, sewer, & water main infrastructure, curb-less cross-section, pavement, seating amenities, electric vehicle charging station.
  - **Projected Completion:** October 2022
  - **Update:** Punch list work is being completed and remediating stormwater issues.
  
- **Endeavor Drive (Challenger Avenue)**
  - **Location:** From the dead-end west of Yeager Road to the new Parks Barn facility.
  - **Scope:** The RDC awarded a contract with F&K Construction for an amount not-to-exceed \$755,425. This project includes new asphalt roadway, curb, drainage facilities, and a ten-foot (10') asphalt trail.
  - **Projected Completion:** October 2022
  - **Update:** The Board of Public Works & Safety approved the road acceptance of Endeavour Drive.
  
- **Sagamore Parkway Trail**
  - **Location:** New trail construction from Happy Hollow Road to the Wabash River Bridge, providing a connection to the Wabash Heritage Trail.
  - **Scope:** Project was awarded to HIS Constructors, Inc for the amount of \$4,978,000.00. They will be installing a new ten-foot (10') asphalt trail.
  - **Projected Completion:** Estimated trail opening by August 15, 2023.
  - **Update:** Construction of the trail is ongoing, and earthwork continues.

- **Salisbury Street Corridor Improvements**
  - **Location:** Salisbury Street between Cumberland Avenue and Grant Street and Grant Street between Salisbury Street and Northwestern Avenue.
  - **Scope:** A build-operate-transfer (BOT) with White Construction and GM Development team at a guaranteed maximum price of \$7,012,499.57. This project includes pavement overlay between Grant Street and Cumberland Avenue, pavement preservation, curb reconstruction, trail construction, pedestrian safety improvements, and traffic signal upgrades.
  - **Projected Completion:** Summer 2023
  - **Update:** Punch list items are being addressed, and final completion items are being worked on. Grant plans are being finalized.
- **Yeager Road, Phase 3**
  - **Location:** Yeager Road between Sagamore Parkway and Cumberland Avenue
  - **Scope:** The RDC entered a contract with Milestone Contractors, L.P. for an amount not-to-exceed \$2,786,600. This project includes stormwater improvements, roadway widening, a new ten-foot (10') asphalt trail and concrete sidewalk facilities.
  - **Projected Completion:** Project to begin in April and be completed by the end of the year.
  - **Update:** Currently in winter shutdown. Northbound lanes will be completed in 2023.

**The following projects are in the Design Phase.**

- **Lindberg Road**
  - **Location:** Reconstruction from Northwestern Avenue to Salisbury Street.
  - **Scope:** To include new sidewalk, multi-use trail, and stormwater drainage improvements. To connect existing and proposed trails to provide better connectivity for pedestrians and bicyclists and reconstruct a roadway at the end of its useful life.
  - **Projected Update:** Targeting spring 2023 to begin construction and to be completed by December 2023.
- **Soldiers Home Road**
  - **Location:** Rural to urban cross-section conversion from Old US 52 to Kalberer Road.
  - **Scope:** To include pavement reconstruction, new sidewalk & trail construction, and stormwater drainage improvements. Soldiers Home Road is a minor arterial in need of reconstruction to accommodate increased traffic and pedestrian demands as well as to correct structural pavement issues.
  - **Projected Update:** The project is currently in the Design Phase, and construction will not begin until 2028.

Visit [WLmoves](#) or the [Engineering Department page](#) for information about projects including Salisbury Street, Yeager Road, Cherry Lane, and the River Road CSO project.



# Calls for Service January 2023

Incidents Created From: 01-January-2023 to 31-January-2023

Unit Org	Event	Event Description	Type Count
WLPD	911UNK	911 UNKNOWN	61
WLPD	ABNBIK	ABANDONED BICYCLE	1
WLPD	ALARM	ALARM HOLD UP/BURGLAR/PANIC	32
WLPD	ANIMAL	ANIMAL COMPLAINT	31
WLPD	ARG	ARGUMENT	1
WLPD	ASOTD	ASSIST OTHER DEPARTMENTS	15
WLPD	ASTCPS	ASSIST CPS	1
WLPD	AT RES	ATTEMPTED RESIDENTIAL ENTRY	1
WLPD	ATHEFT	ATTEMPTED THEFT	2
WLPD	AUTOMI	AUTO DAMAGE NOT ACCIDENT	3
WLPD	AUTTFT	AUTO THEFT	2
WLPD	BATTER	BATTERY	3
WLPD	BOMBDE	BOMB DETAIL	1
WLPD	BURG	BURGLARY	1
WLPD	CIVIL	CIVIL MATTER	2
WLPD	CKWB	CHECK WELL BEING	31
WLPD	CP	COMMUNITY POLICING	2
WLPD	CRASH H&R	CRASH HIT & RUN	16
WLPD	CRASH PD	CRASH PD	65
WLPD	CRASH PI	CRASH WITH INJURY	11
WLPD	CRMMIS	CRIMINAL MISCHIEF	3
WLPD	DAMAG	DAMAGED PROPERTY	1
WLPD	DEATH	DEATH	2
WLPD	DISTRB	DISTURBANCE	6
WLPD	DISVEH	DISABLED VEHICLE	33
WLPD	DOMSTC	DOMESTIC	17
WLPD	DPINFO	DEPT INFO	14
WLPD	DRNKDR	DRUNK DRIVER	7
WLPD	DRUG	DRUG LAW VIOLATION	9
WLPD	EXPAT	EXPATROL	118
WLPD	FIGHT	FIGHT	6
WLPD	FIRALM	FIRE ALARM	7
WLPD	FIRDET	FIRE CO/SMOKE DETECTOR	1
WLPD	FIREWK	FIREWORKS	2
WLPD	FIRMED	FIRE MEDICAL RESPONSE	1
WLPD	FIRVEH	VEHICLE FIRE	1
WLPD	FLGDWN	FLAG DOWN	3
WLPD	FLOCK	FLOCK HIT	5
WLPD	FOLLUP	FOLLOW UP	53
WLPD	FOPROP	FOUND PROPERTY	15
WLPD	FRAUD	FRAUD/SCAM/COUNTERFEIT	16

WLPD	HARASS	HARASSMENT	3
WLPD	HARPHO	HARASSMENT (PHONE/INTERNET)	5
WLPD	IDTHEF	IDENTITY THEFT	2
WLPD	JUVPRO	JUVENILE PROBLEM	5
WLPD	K9	K9 DETAIL	1
WLPD	LOSTPR	LOST PROPERTY	3
WLPD	MAIT	MAINTENANCE	1
WLPD	MANGUN	MAN WITH A GUN	2
WLPD	MEDPRO	MEDICAL PROBLEM	28
WLPD	MENTAL	MENTAL PROBLEM	2
WLPD	MISC	MISCELLANEOUS	4
WLPD	MISSNG	MISSING PERSON	2
WLPD	NOISE	NOISE COMPLAINTS	29
WLPD	OFFDTY	OFF DUTY ASSIST	1
WLPD	OPENDR	OPEN DOOR	3
WLPD	ORD	ORDINANCE VIOLATIONS	1
WLPD	OVERDS	OVERDOSE	1
WLPD	PAPER	PAPERWORK DETAILS/COURTWORK	24
WLPD	PARKIN	PARKING PROBLEM	39
WLPD	PRISON	PRISONER DETAIL	1
WLPD	PROTEC	PO/RESTRAINING ORDER VIOLATION	2
WLPD	RECAUTO	RECOVERED AUTO	1
WLPD	RECDRV	RECKLESS DRIVER/TRAFFIC	21
WLPD	REGCHK	SEX OFFENDER REGISTRY CHECK	5
WLPD	REPO	REPO	2
WLPD	RESIDE	RESIDENTIAL ENTRY	4
WLPD	ROADRA	ROAD RAGE	2
WLPD	RUNAWA	RUNAWAY RETURNED	1
WLPD	RUNAWY	RUNAWAY	2
WLPD	SCHGRD	SCHOOL GUARD DUTY	8
WLPD	SEXOFF	SEX OFFENSE	1
WLPD	SLIDEO	VEHICLE SLIDE OFF	6
WLPD	SPKSUB	SPEAK TO SUBJECT	26
WLPD	STALK	STALKING	3
WLPD	STAND	STAND BY DETAIL	2
WLPD	SUICID	SUICIDE/ SUICIDAL SUBJECT	17
WLPD	SUSINC	SUSPICIOUS INCIDENT	33
WLPD	SUSPER	SUSPICIOUS PERSON	18
WLPD	SUSVEH	SUSPICIOUS VEHICLE	24
WLPD	TEST	TEST CALL	1
WLPD	TFTBIK	THEFT OF A BIKE	2
WLPD	TFTPRO	THEFT OF PROPERTY	12
WLPD	TFTSHP	THEFT/ BY SHOPLIFTING	15
WLPD	TFTVEH	THEFT FROM VEHICLE	3
WLPD	THREAT	THREATS	7
WLPD	TOWPVT	TOW/PRIVATE PROPERTY	94
WLPD	TP	PURSUIT/TRAFFIC	1
WLPD	TRANSP	TRANSPORT	10
WLPD	TRESPA	TRESPASSING	18
WLPD	TRF24H	TRAFFIC 24 HR TAG	10
WLPD	TRFBLK	BLOCKING DRIVE COMPLAINT	1
WLPD	TRFCON	TRAFFIC CONTROL	1
WLPD	TRFHAZ	TRAFFIC HAZARD OBJECT IN ROAD	13
WLPD	TRFPPR	TRAFFIC PRIVATE PROPERTY	1
WLPD	TRFREP	TRAFFIC REPAIR/SIGNALS/LIGHTS	4

WLPD	TRFRPS	TRAFFIC PARKING REQUEST	1
WLPD	TRFWHL	WHEEL LOCK	22
WLPD	TS	TRAFFIC STOP	787
WLPD	TSSRCH	TRAFFIC STOP W/VEH SEARCH	2
WLPD	UNWANT	UNWANTED GUEST	22
WLPD	VEHLOC	VEHICLE LOCK OUT	27
WLPD	VEHREL	VEHICLE RELEASE	5
WLPD	VIN CH	VIN CHECK	4
WLPD	WARSVC	WARRANT SERVICE	4
WLPD	WEATHR	WEATHER RELATED CALLS	2
WLPD	WLORDC	WLORDINANCE CONTAINER	16
WLPD	WLORDD	WLORDINANCE SIGNAGE	4
WLPD	WLORDF	WLORDINANCE FURNITURE	2
WLPD	WLORDP	WLORDINANCE PARKING	3
WLPD	WLORDR	WLORDINANCE RENTAL VIOLATION	1
WLPD	WLORDT	WLORDINANCE TRASH	9
WLPD	WLSOCIAL	WLPD SOCIAL WORKER CONTACT	19
WLPD	WOW	WOW LOOKING FOR SUBJ.	11
Type Count Total			2078

**\*\*Calls for Service - is a request for police response to any given situatiion both criminal and non-criminal, some of which results in police action and requires a case report. Not all Calls for Service result in a need for a case report.\*\***



# WEST LAFAYETTE

HOME of PURDUE

*Neighborhood Resource Team*

*January 2023*

Code Enforcement  
CFS – 138

Parking Enforcement  
Tickets – 963

Animal Control  
18 Complaints

Wheel locks – 9

2 sheltered

\$33,720.00  
(Parking revenue)

	<b>DATE</b>	<b>NATURE</b>	<b>LOCATION</b>
1	1/3	WHEEL LOCK	100 W FOWLER AVE, WEST LAFAYETTE
2	1/3	WORLDINANCE RENTAL VIOLATION	979 DEVON
3	1/3	WORLDINANCE SIGNAGE	NIGHTHAWK DR/ W NAVAJO ST, WEST LAFAYETTE, IN
4	1/3	FOLLOW UP	157 LINDA LN, WEST LAFAYETTE
5	1/4	FOLLOW UP	979 DEVON
6	1/4	WORLDINANCE CONTAINER	820 VINE
7	1/4	WORLDINANCE CONTAINER	800 VINE ST, WEST LAFAYETTE
8	1/5	TRAFFIC 24 HR TAG	100 N SALISBURY ST, WEST LAFAYETTE
9	1/5	WORLDINANCE CONTAINER	2600 COVINGTON
10	1/5	WORLDINANCE CONTAINER	2713 HENDERSON
11	1/5	WORLDINANCE CONTAINER	906 ESSEX
12	1/5	ANIMAL COMPLAINT	2233 HURON RD, WEST LAFAYETTE
13	1/6	WHEEL LOCK	800 ALLEN ST, WEST LAFAYETTE
14	1/6	WHEEL LOCK	440 S GRANT ST, WEST LAFAYETTE
15	1/6	FOLLOW UP	222 N CHAUNCEY AVE, WEST LAFAYETTE
16	1/9	TRAFFIC HAZARD OBJECT IN ROAD	201 W LUTZ AVE, WEST LAFAYETTE
17	1/9	WHEEL LOCK	218 PIERCE ST, WEST LAFAYETTE
18	1/9	WHEEL LOCK	100 N SALISBURY ST, WEST LAFAYETTE
19	1/9	WORLDINANCE CONTAINER	281 LITTLETON
20	1/10	FOLLOW UP	277 SAGAMORE PKWY W
21	1/10	WHEEL LOCK	901 ALLEN ST, WEST LAFAYETTE
22	1/10	ANIMAL COMPLAINT	825 ASHLAND ST, WEST LAFAYETTE
23	1/10	WHEEL LOCK	800 GARFIELD ST, WEST LAFAYETTE
24	1/10	WORLDINANCE TRASH	3415 BOONE
25	1/10	WORLDINANCE TRASH	3051 HAMILTON
26	1/10	WHEEL LOCK	100 SHEETZ ST, WEST LAFAYETTE
27	1/10	FOLLOW UP	208 SOUTH ST, WEST LAFAYETTE
28	1/10	FOLLOW UP	711 W NAVAJO
29	1/11	WHEEL LOCK	234 W LUTZ AVE, WEST LAFAYETTE
30	1/11	TRAFFIC 24 HR TAG	4570 MATTHEW ST, WEST LAFAYETTE
31	1/11	WORLDINANCE TRASH	4694 JEREMIAH
32	1/11	WORLDINANCE CONTAINER	220 NEWTON CT
33	1/11	WORLDINANCE CONTAINER	215 NEWTON CT
34	1/11	TRAFFIC 24 HR TAG	200 LITTLETON ST, WEST LAFAYETTE
35	1/11	ANIMAL COMPLAINT	2215 RAINBOW DR, WEST LAFAYETTE
36	1/11	WHEEL LOCK	100 SHEETZ ST, WEST LAFAYETTE
37	1/11	WHEEL LOCK	212 W FOWLER AVE, WEST LAFAYETTE
38	1/11	FOLLOW UP	222 N CHAUNCEY AVE, WEST LAFAYETTE
39	1/11	GRAFFITI	NORTH ST/ N SALISBURY ST, WEST LAFAYETTE
40	1/11	WORLDINANCE SIGNAGE	NORTHWESTERN AVE/ ELM DR, WEST LAFAYETTE
41	1/11	GRAFFITI	E FOWLER AVE/ N SALISBURY ST, WEST LAFAYETTE
42	1/11	WORLDINANCE SIGNAGE	2100 CARLISLE RD, WEST LAFAYETTE
43	1/11	ANIMAL COMPLAINT	1200 CHERRY LN, WEST LAFAYETTE
44	1/11	ANIMAL COMPLAINT	699 WILSHIRE AVE, WEST LAFAYETTE

45	1/11	ANIMAL COMPLAINT	2610 WILLOW DR, WEST LAFAYETTE
46	1/12	ABANDONED BICYCLE	TAPAWINGO DR S
47	1/12	WHEEL LOCK	440 S GRANT ST, WEST LAFAYETTE
48	1/12	WORLDINANCE TRASH	1100 CHERRY LN, WEST LAFAYETTE
49	1/12	ANIMAL COMPLAINT	527 ROBINSON ST, WEST LAFAYETTE
50	1/12	WORLDINANCE TRASH	979 DEVON ST, WEST LAFAYETTE
51	1/12	WHEEL LOCK	332 W LUTZ AVE, WEST LAFAYETTE
52	1/12	FOLLOW UP	4570 MATTHEW ST, WEST LAFAYETTE
53	1/12	TRAFFIC 24 HR TAG	1265 W STATE ST, WEST LAFAYETTE
54	1/12	EXPATROL	2610 WILLOW DR, WEST LAFAYETTE
55	1/12	TRAFFIC 24 HR TAG	1300 DISTRICT BLVD, WEST LAFAYETTE
56	1/12	PARKING PROBLEM	1000 CHERRY LN, WEST LAFAYETTE
57	1/12	PARKING PROBLEM	406 LITTLETON ST, WEST LAFAYETTE
58	1/12	WORLDINANCE FURNITURE	224 S GRANT
59	1/13	WHEEL LOCK	100 N SALISBURY ST, WEST LAFAYETTE
60	1/13	FOLLOW UP	2610 WILLOW DR, WEST LAFAYETTE
61	1/13	FOLLOW UP	1100 CHERRY LANE
62	1/13	FOLLOW UP	3415 BOONE
63	1/13	WHEEL LOCK	1300 W STATE ST, WEST LAFAYETTE
64	1/13	EXPATROL	124 SUMAC DR,WL
65	1/13	EXPATROL	3014 YEAGER RD,WL
66	1/13	WORLDINANCE TRASH	360 N SALISBURY
67	1/13	WORLDINANCE TRASH	930 N GRANT ST,WL
68	1/13	PARKING PROBLEM	419 EVERGREEN ST, WEST LAFAYETTE
69	1/17	ANIMAL COMPLAINT	SOLDIERS HOME RD/ LINDA LN, WEST LAFAYETTE
70	1/17	FOLLOW UP	711 W Navajo Dr,WL
71	1/17	ANIMAL COMPLAINT	2805 CAMBRIDGE ST, WEST LAFAYETTE
72	1/17	MISCELLANEOUS	TCPO,LAF.
73	1/17	EXPATROL	360 BROWN ST,WL
74	1/18	WORLDINANCE CONTAINER	700 LAGRANGE
75	1/18	TRAFFIC 24 HR TAG	200 N SALISBURY ST, WEST LAFAYETTE
76	1/18	FOLLOW UP	3415 BOONE
77	1/18	TRAFFIC 24 HR TAG	100 N SALISBURY ST, WEST LAFAYETTE
78	1/18	ANIMAL COMPLAINT	1000 BLOCK CHERRY LN,WL
79	1/18	TRAFFIC PARKING REQUEST	1022 1ST ST, WEST LAFAYETTE
80	1/18	PARKING PROBLEM	4771 LITTLE PINE
81	1/18	WORLDINANCE CONTAINER	627 MATTHEW
82	1/18	WORLDINANCE TRASH	480 MAPLE
83	1/18	ANIMAL COMPLAINT	1015 VINE ST,WL
84	1/19	PAPERWORK DETAILS/COURTWORK	222 N CHAUNCEY
85	1/19	WHEEL LOCK	700 CHELSEA RD, WEST LAFAYETTE
86	1/19	ANIMAL COMPLAINT	711 W NAVAJO
87	1/19	TRAFFIC 24 HR TAG	1300 W STATE ST, WEST LAFAYETTE
88	1/19	TRAFFIC 24 HR TAG	417 WALDRON ST, WEST LAFAYETTE
89	1/19	DISTURBANCE	380 BROWN ST, WEST LAFAYETTE
90	1/19	FOLLOW UP	222 N CHAUNCEY
91	1/19	WORLDINANCE CONTAINER	444 LITTLETON ST, WEST LAFAYETTE
92	1/19	WORLDINANCE CONTAINER	499 LITTLETON ST, WEST LAFAYETTE

93	1/19	FOLLOW UP	AHHS,LAF
94	1/19	FOLLOW UP	711 W NAVAJO DR,WL
95	1/20	WORLDINANCE CONTAINER	499 LITTLETON ST, WEST LAFAYETTE
96	1/20	WORLDINANCE CONTAINER	1005 ROSE
97	1/20	WORLDINANCE CONTAINER	910 ROSE
98	1/20	ANIMAL COMPLAINT	630 KENT AVE, WEST LAFAYETTE
99	1/20	WORLDINANCE CONTAINER	349 SYLVIA ST, WEST LAFAYETTE
100	1/20	WORLDINANCE PARKING	710 N GRANT ST, WEST LAFAYETTE
101	1/20	WORLDINANCE PARKING	540 VINE ST
102	1/20	WORLDINANCE TRASH	135 S RIVER RD, WEST LAFAYETTE
103	1/20	WORLDINANCE SIGNAGE	1700 W STATE ST, WEST LAFAYETTE, IN
104	1/20	TRAFFIC 24 HR TAG	200 NORTH ST, WEST LAFAYETTE
105	1/20	FOLLOW UP	1005 VINE ST, WL
106	1/20	ANIMAL COMPLAINT	1230 S RIVER RD, WEST LAFAYETTE
107	1/23	GRAFFITI	QUINCEY/LITTLETON
108	1/23	WORLDINANCE FURNITURE	114 W LUTZ
109	1/23	TRAFFIC PRIVATE PROPERTY	102 N CHAUNCEY AVE, WEST LAFAYETTE
110	1/24	ANIMAL COMPLAINT	3132 COURTHOUSE DR APT 2B, WEST LAFAYETTE
111	1/24	ORDINANCE VIOLATIONS	1015 VINE
112	1/24	GRAFFITI	115 N CHAUNCEY
113	1/24	GRAFFITI	111 N CHAUNCEY
114	1/24	GRAFFITI	208 W COLUMBIA
115	1/25	PARKING PROBLEM	0-300 BLK WALDRON
116	1/25	PARKING PROBLEM	500 W STADIUM AVE, WEST LAFAYETTE
117	1/25	PARKING PROBLEM	300 CUMBERLAND AVE, WEST LAFAYETTE
118	1/25	PARKING PROBLEM	600 WALDRON ST, WEST LAFAYETTE
119	1/25	PARKING PROBLEM	400 WALDRON ST, WEST LAFAYETTE
120	1/25	PARKING PROBLEM	100 WALDRON ST, WEST LAFAYETTE
121	1/25	PARKING PROBLEM	500 WALDRON ST, WEST LAFAYETTE
122	1/25	PARKING PROBLEM	200 WALDRON ST, WEST LAFAYETTE
123	1/25	PARKING PROBLEM	300 WALDRON ST, WEST LAFAYETTE
124	1/26	VEHICLE SLIDE OFF	N 75 E / ELIJAH ST, WEST LAFAYETTE
125	1/26	PARKING PROBLEM	334 E STATE ST, WEST LAFAYETTE
126	1/26	ANIMAL COMPLAINT	1015 VINE ST, WEST LAFAYETTE
127	1/27	WHEEL LOCK	800 ALLEN ST, WEST LAFAYETTE
128	1/27	PARKING PROBLEM	CUMBERLAND AVE/ BRISTOL CT, WEST LAFAYETTE
129	1/27	WHEEL LOCK	100 SHEETZ ST, WEST LAFAYETTE
130	1/30	WHEEL LOCK	217 SHEETZ ST, WEST LAFAYETTE
131	1/30	PARKING PROBLEM	118 ARBOUR CT, WEST LAFAYETTE
132	1/31	ANIMAL COMPLAINT	2004 INDIAN TRAIL DR, WEST LAFAYETTE
133	1/31	WHEEL LOCK	412 W STADIUM AVE, WEST LAFAYETTE
134	1/31	GRAFFITI	QUINCY ST/ N RIVER RD, WEST LAFAYETTE
135	1/31	PARKING PROBLEM	130 S SALISBURY ST, WEST LAFAYETTE
136	1/31	ANIMAL COMPLAINT	1600 LINDBERG RD, WEST LAFAYETTE
137	1/31	EXPATROL	320 BROWN ST, WL
138	1/31	FOLLOW UP	222 N CHAUNCEY

**WEST LAFAYETTE BUILDING DEPARTMENT**

**RENTAL INSPECTION**

**MONTHLY REPORT**

**January 2023**

**Monthly Report For January 2023**

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**RENTAL HOUSING INSPECTION**

<b>INITIAL INSPECTIONS</b>	<b>Monthly</b>	<b>Cumulative Total</b>
Number of Properties by Category		
Category 1      Single Family	42	42
Category 3      Multifamily	4	4
Category 4      Converted	5	5
Category 5      Condos	1	1
<b>Total Number of Properties:</b>	<b>52</b>	<b>52</b>
Total Number of Units	141	141
Total Number of Violations	75	75
<b>RE-INSPECTIONS</b>	21	21
<b>3rd PARTY INSPECTIONS</b>		
Category 3      Multifamily	0	0
Number of Units	0	0
<b>APPEALS</b>		
Number of Appeals Requested	0	0
<b>CERTIFICATIONS</b>		
Number of Properties by Category		
Category 1      Single Family	13	13
Category 3      Multifamily	2	2
Category 4      Converted	2	2
Category 5      Condos	0	0
<b>Total Number of Properties:</b>	<b>17</b>	<b>17</b>
<b>FEES COLLECTED</b>	\$6,820	\$6,820
<b>LEGAL ACTION</b>		
Number Referred	0	0
Number Resolved	0	0
Liens Filed	0	0
Liens Released	0	0
<b>New Single Family Rentals</b>	2	2
<b>COMPLAINTS</b>		
Tenant	7	7
Other	0	0

## Violations by Type

January 2023

**Number of Units Inspected:** 141

### **Interior Violations**

### **Cumulative Totals since 1/1/23**

Electrical	16	16
Plumbing	7	7
HVAC	10	10
Fire Protection Systems	32	32
Egress	2	2
Fire Stop Penetrations	2	2
Improper Use of Space	0	0
Interior Handrails	0	0
Stairs (Interior)	0	0
Windows & Doors	0	0
Interior Paint	0	0
Unsanitary Conditions	0	0
Other (Interior)	6	6

Subtotal Interior Violations: 75 75

### **Exterior Violations**

Masonry	0	0
Roof	0	0
Gutters & Downspouts	0	0
Siding & Trim	0	0
Stairs (Exterior)	0	0
Balconies	0	0
Ext. Handrails & Guardrails	0	0
Exterior Concrete	0	0
Exterior Paint	0	0
Structural	0	0
Other (Exterior)	0	0

Subtotal Exterior Violations: 0 0

**Total Number of Violations: 75 75**



# MEMO

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**TO:** West Lafayette Parks and Recreation Board

**FROM:** Kathy Lozano – Parks Superintendent

**DATE:** Monday, January 23, 2023

**SUBJECT:** West Lafayette Parks and Recreation Department Report

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Below is a summary of the progress Department staff has made during the months of December 2022 – January 2023.

## **PARKS:**

**Shelters** reservation season began on January 3, 2023. Shelter # 4 at Happy Hollow Park will be closed for renovations and will hopefully be available later in the season.

## **PROGRAMS:**

**We continue to seek instructors to teach dance, music, acting, etc. Please contact Brandy Payne to discuss class proposals at (765) 775-5110.**

**Dance** will return to the Margerum City Hall starting on January 26. The Parks and Recreation Department has partnered with **Studio b Dance** to offer classes in 2023. From January through late May, children age 2 and up will have the opportunity to explore dance by participating in Intro to Tap, Kiddie Jazz, Tiny Tutu Princess or Tutu Princess. Find the classes here: [Catalog - City of West Lafayette Parks & Recreation \(rec1.com\)](#)

**West Lafayette Parks and Recreation programs and activities have returned –** Guitar Lessons, Song Writing Classes, Ballroom Dance, Karate, Chair Yoga, Summer Art Camp and more! The programming for the community spaces at the Margerum City Hall is filling fast. Find the classes here: [Catalog - City of West Lafayette Parks & Recreation \(rec1.com\)](#)



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## **Riverside Skating Center:**

Skating at the Riverside Skating Center has been very busy since opening the day after Thanksgiving. All rental opportunities have been booked and weekend open skating is at capacity every weekend.

## **LILLY NATURE CENTER/CELERY BOG:**

**New Nature Center Display** – Currently working on developing the copy for new educational posters, building the display and ordering material to accompany the exhibit. The goal is to have everything finished by early February.

**2023 Nature Center Volunteers** – Training new individuals and finalizing the volunteer list for the new year.

**Educational Presentations** – Continue to provide presentations for preschooler and home school students.

**Yoga at Lilly Nature Center** – Yoga is continuing at the Lilly Nature Center. Please visit our catalog here for more information on class days and times: [Catalog - City of West Lafayette Parks & Recreation \(rec1.com\)](https://www.rec1.com/catalog)



# MEMORANDUM

## WELLNESS CENTER:

The West Lafayette Wellness Center is open and is adding to its program offerings every day. Membership Sales are brisk. Please consider becoming a member!

Register online at: [Catalog - City of West Lafayette Parks & Recreation \(rec1.com\)](https://rec1.com)

## Wellness Center Monthly Report December 2022

Category	Month Prior (November)	YTD	Notes
Total Active Membership Units	↑	↑	Total membership units to date= 2,868 – up 6.3% from November
Total Family Membership Units	↑	↑	Total active family membership units to date=1,089 – up 4.1% from November
Total Scans	20,333	203,997	Up 5.8% from November
Total Active Members	6,475	6,119	
Total Renew Active Members	347	260	
Total Silver & Fit Members	181	151	

## ACCOMPLISHMENTS:

The Wellness Center successfully added a variety of new programs in 2022, to help complement the overall program offerings of the Department. Enhanced camp programming, specific preschool programs, youth sports, adult sports, special events, year-round swim lessons, and much more. As we move into 2023, look out



# MEMORANDUM

for even more program offerings. The Wellness Center wants to be a place with a little something for everyone and our programs play a core part of that mission.

## **CHALLENGES:**

Trying to solve space related issues for programs is turning into a much more creative process these days. With programs, classes, camps, and membership usage all asking for increasingly more space, staff has really started working to maximize facility times and usage. As programming continues to grow, this will continue to be an issue. Staff will work to solve as many of these problems as possible, but they will always exist. We will try to help as many people as we are able.

## **STAFF HIGHLIGHT:**

Tony Sellers was recently hired to work part-time at the Hub. After beginning working at the front desk and learning how to give a great tour, Tony found out that we are short on daytime lifeguards. So, he re-certified and is now helping in the pool area as well. Having recently retired from Tate & Lyle, Tony is now focusing his time on helping the community. If you get a chance, stop by and say hi to Tony. You'll have a fun, energetic, engaging conversation!

## **NOW HIRING:**

Wellness Center continues to seek staff members to work part time in the following areas: Camp Counselors, Custodians, Lifeguards. Swim Instructors, Water Safety, Water Exercise, Group Exercise Instructors, Personal Trainers, Fitness Coaches, Front Desk, Housekeeping, Childcare and many more.

Apply online at: [Employment opportunities \(munisselfservice.com\)](https://munisselfservice.com)

## **PARK MAINTENANCE:**

Keeping our parks clean and attractive takes hard work and diligence. Aside from normal activities like mowing, cleaning and mulching, our Parks department accomplished the following list of projects in the past month:

- Dangerous tree removal



# MEMORANDUM

- Continuation of the Arni Cohen and Pony ball fields restoration
- Snow and ice removal.
- Trail cleanup/honeysuckle removal along all trails
- General cleanup/underbrush removal of Tapawingo Park

## COMMUNITY FORESTRY AND GREENSPACE:

- Operation Re-Leaf:
  - 2023 Operation Re-Leaf applications will be available in February 2023.
- West Lafayette Tree Friends Update:
  - WLTF meet on the second Tuesday of each month at noon. Everyone is Welcome! Contact [bpatz@westlafayette.in.gov](mailto:bpatz@westlafayette.in.gov) or [chair@wltreefriends.org](mailto:chair@wltreefriends.org) for information.

# The West Lafayette Historic Preservation Commission Resource Guide

Fall 2022

This document was created by the collaborative efforts of Katie Morrison, Arts Education and Regional Services Director of the Tippecanoe Arts Federation; The West Lafayette Historic Preservation Commission; The City of West Lafayette; and The Wabash Valley Trust for Historic Preservation. Some text in this document comes from the Wabash Valley Trust for Historic Preservation Resource Guide.

All images, except where noted, were created by Katie Morrison.

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# Introduction

## Section 1: Information in this Guide

The West Lafayette Historic Preservation Commission Resource Guide provides readers with tools for historic, cultural, and preservationist advocacy. This guide can be considered in two main parts: a historic context for the subjects that the Historic Preservation Commission oversees, and a map for preservationist practices in the present and future. Specifically, this guide details the history, architectural forms, and preservation practices for West Lafayette’s Historic District(s). Many historic buildings and sites exist in West Lafayette, the Historic Preservation Commission currently oversees. Locally designated historic districts. Special efforts have been made to make this guide reader-friendly for a range of audiences, including contractors, architects, historians, and interested members of the public. These efforts include the streamlined design of the guide, use of photographs and other visual references, resource lists, and easily understood language enhanced by a glossary.

Chapter One, “Historic Context,” will provide readers with brief histories of the City of West Lafayette Resources, including archival materials at the West Lafayette Public Library and the Virginia Kelly Karnes Archives and Special Collections at Purdue University, are available to any member of the public interested in further investigating the complex historical narratives that define the city and its Local Historic District(s).

Chapter Two, “Architectural Styles of Historic District(s) in West Lafayette”-will help readers understand the history and aesthetics of dwellings within these Local Historic District(s). Each section is dedicated to common architectural types within the City of West Lafayette. It is important to note that, although this chapter provides a comprehensive summary of West Lafayette’s architectural forms, it does not account for every possible type. Readers should also refer to the Tippecanoe County Interim Report (available at the West Lafayette Public Library) and the Wabash Valley Trust for Historic Preservation’s Resource Guide to supplement a complete account of architectural forms in West Lafayette. This chapter is meant mainly as a historic primer on the major forms found across West Lafayette. The selection of architectural forms emphasizes a unified historical aesthetic, one of the most important factors in Local Historic District(s).

Chapter Three, “Design Guidelines for West Lafayette’s Historic District(s)” uses text and information from the Wabash Valley Trust for Historic Preservation’s Resource Guide to help readers understand the guidelines suggested by the West Lafayette Historic Preservation Commission. It is important to understand that these are not ordinances; instead, the guidelines will help homeowners construct, preserve, or demolish properties across West Lafayette in an appropriate manner.

The Glossary will define terms used in Chapters Two and Three, in addition to other terminology in studying historic architecture in West Lafayette. For additional terminology, one should reference the Wabash Valley Trust for Historic Preservation’s Resource Guide.

## Section 2: The West Lafayette Historic Preservation Commission

The West Lafayette Historic Preservation Commission formed following the passage of City Ordinance #9-11 on June 6, 2011. The ordinance has several phases. Phase one, applies to demolition and new construction and phase two, applies to renovations. The purpose of the Commission is to act as a helpful resource, create Local Historic Districts and approve

applications for Certificates of Appropriateness. Refer to Ordinance #X for more information on the Commissions duties, processes and historic district designation requirements.

## Section 3: Certificate of Appropriateness (COA)

A COA is the approval granted to a property owner who has gone through the proper review process for new construction and demolition on a site within a West Lafayette Local Historic District(s). Property owners can obtain a COA from the West Lafayette Historic Preservation Commission and the West Lafayette Department of Development. Once a property owner submits his or her application, it will go to the West Lafayette Historic Preservation Commission for review during the group’s regularly scheduled meetings. For more information on Certificate of Appropriate process, refer to Ordinance #X-XX.

## Chapter 1: Historic Context

### Section 1: A Brief History of West Lafayette

West Lafayette’s early history consists of two town narratives—Kingston and Chauncey. Both platted in the mid-nineteenth century, these two small but ambitious settlements created a heritage for West Lafayette residents today. Town records and secondary source histories reveal the complexities, struggles, and triumphs that go into forming a small city. West Lafayette possesses fertile grounds for early American history, including significant interactions between American Indian tribes and settlers. These interactions center on the presence of French fur traders in the eighteenth century and growing conflicts in the early nineteenth century, resulting in the Battle of Tippecanoe at (now) Prophetstown in 1811. This narrative, however, focuses on the second half of the nineteenth century and the twentieth century. In so doing, it gives context to the establishment of historically significant homes in West Lafayette.

Like many other communities along the Wabash River, West Lafayette began as a river town. Prior to the use of locomotive railways in Indiana, rivers provided the most useful mode of transportation across the region. The convenience of the river for commerce and industry, however, did not translate to a convenient space for settlement. In 1836, August Wylie platted land on the western banks of the Wabash—just south of what is now known as the Railroad Bridge.<sup>1</sup> With river access in mind, the lots on this land were located near a gravel bar that acted as a bridge when water levels were low. Several buildings were reportedly built on this land; however, as the spring of 1837 rolled around, flooding became a serious problem. Realizing their error, Wylie and others destroyed the buildings and moved up the hill.<sup>2</sup>

Jesse Lutz platted the town of Kingston in 1855, less than twenty years after August Wylie’s attempt. Tucked securely away from the banks of the Wabash, the town plat was bordered by what are now Northwestern, Salisbury, North, and South Streets.

Lutz and his wife, were both born in Ohio. Their children were born in Indiana, and census records show that he was living in the West Lafayette area at least through 1870. His occupation, listed as “Whole Liquor Dealer,” would have made a home base near the river beneficial<sup>3</sup>Although Lutz and his family made a home in Kingston, the founder of Chauncey was not a Hoosier.

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<sup>1</sup> Wendy Arbor, “*Tour the Town on the Trolley.*” Script.

<sup>2</sup> *Tippecanoe County Interim Report: Indiana Historic Sites and Structures Inventory.* Indianapolis, IN: Historical Landmarks Foundation of Indiana, May 1990.

<sup>3</sup> 1870 United States Federal Population Census

Elihu Chauncey came from a family of land speculators in Philadelphia, Pennsylvania. Although he never lived in the area, Chauncey invested in Indiana real estate with the help of Henry Leavitt Ellsworth. In January 1860, Elihu Chauncey platted land adjacent to Kingston. Over the course of the next six years, residents of these two settlements—built lives together. By 1864, the area contained roughly twenty-five homes and five major streets— “State Road” (now State Street), River Road, Robinson Street, Salisbury Street, and Northwestern.<sup>4</sup> In the name of efficiency and expansion, the two locations merged to form the Town of Chauncey in 1866.<sup>5</sup> The Town received its charter in 1867, securing its ability to maintain a municipal government and school system.<sup>6</sup>

The Town of Chauncey immediately made moves to establish its moral identity and to expand its physical boundaries. The Town’s first ordinance was approved on May 16, 1868. The ordinance made it unlawful to dig in, remove, or change any earthen materials from public streets. Soon after, on May 22nd, the Chauncey council gave right of way on public streets to Northwestern Gravel Road Company, in order to build a road through the corporate limits of town. The abundance of maps in early town records further indicates the town’s focus on the future from an early date.

Chauncey engrained moral traditions into its town identity as much as it did future expansions. The second town ordinance, approved on June 26, 1868, made it unlawful for anyone over the age of ten to bathe in the Wabash River during daylight hours. Such an ordinance speaks to social norms of modesty and moral health in the largely Protestant-settled Midwest. Roughly a month later, on August 7, the Town of Chauncey approved the first of many prostitution ordinances. Entitled “An Ordinance to Suppress Vice and Immorality,” the document made it unlawful for “any prostitute who shall be found wandering about the Town of Chauncey” either in public or a private home. It was additionally unlawful for any male over the age of twelve to be found associating with a prostitute. These ordinances were updated nearly every year throughout the 1870’s. On the same day Chauncey approved its first prostitution ordinance, the Town Council similarly approved a Sunday ordinance.



FIGURE 1: THE SPACE OCCUPIED BY THE ORIGINAL TOWN OF KINGSTON IN 1855

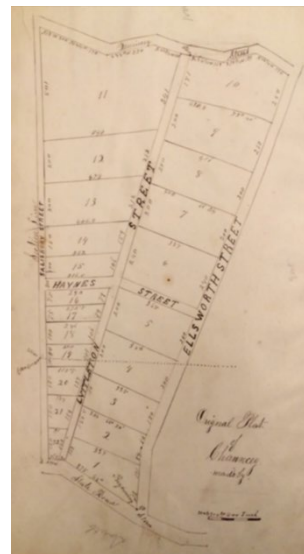


FIGURE 2: “ORIGINAL PLAT OF CHAUNCEY.” TOWN RECORD, VOLUME I. C. 1866. CITY OF WEST LAFAYETTE RECORDS. ARCHIVES & SPECIAL COLLECTIONS,

This made “any person found shooting, playing ball, or engaged in any public amusement on Sunday” unlawful and subject to a fine not exceeding five dollars.<sup>7</sup> These early town laws demonstrate how West Lafayette, in its infancy, voiced its moral identity through regulations.

The Town of Chauncey continued to develop roads, homes, and even a school throughout the 1860’s through 1880’s. By This development can be contextualized with the founding of Purdue University in 1869. A land grant institution was established under the Morrill Act, this agriculturally and mechanically focused school chose the Chauncey area to build starting in 1871, and in 1874 classes began.<sup>8</sup> Faculty and staff, in addition to growing student populations, would have found the nearby Town of Chauncey useful.

Around 1871, the Town of Chauncey made several changes in anticipation of the expansion from Purdue. The Town divided into five districts, and in May 1872 the Town’s Street Committee and Town Marshall succeeded in getting Salisbury Street cobbled. As in the Town’s early history, municipal and economic expansion went hand-in-hand with moral regulations. As Purdue broke ground in 1871, Chauncey also renewed and expanded several prostitution and bathing laws, in addition to enacting new liquor sales restrictions.<sup>9</sup>

As Purdue University grew, the surrounding town started to solidify the history now often associated with West Lafayette. In May 1888, the Town of Chauncey voted to change its name

<sup>4</sup> Tippecanoe County Interim Report. Robinson Street was a plank road.

<sup>5</sup> Tippecanoe County Interim Report; New Chauncey Neighborhood Association

<sup>6</sup> New Chauncey Neighborhood Association, “The History of West Lafayette”

<sup>7</sup> Town Record Volume I, City of West Lafayette records.

<sup>8</sup> “Purdue History,” Purdue University, <http://www.purdue.edu/purdue/about/history.html>

<sup>9</sup> Town Record Volume I, City of West Lafayette records

to West Lafayette. Chauncey did not have a post office, and as such mail addressed there could not be delivered. Mail addressed to “West Lafayette,” however, could be delivered due to its geographic moniker. In 1924, West Lafayette was incorporated as a city with M.B. Morgan elected as its first mayor.<sup>10</sup> From its beginning, West Lafayette was closely related to Purdue University. As 1920’s editions of the *Journal and Courier* show, lively parades, circuses, and beauty pageants put on by Purdue’s many fraternities and sororities were open to all West Lafayette and Lafayette residents. These events provided sources of amusement for residents, with thousands attending the Purdue Circus Exhibition in May 1922.<sup>11</sup>

As Purdue continued to expand, West Lafayette residents found it necessary to enforce neighborhood regulations to protect their communities from excessive development. The push and pull relationship between the university and surrounding city has defined much of West Lafayette’s narrative in the twentieth century. Even in *Journal and Courier* records in the 1920’s, 1930’s, and 1940’s are dotted with stories of concerned residents’ pushback to commercial development projects. The story of the city’s expansion is complex, as stories about exciting new housing projects such as Hills and Dales and advertisements for housing lots exist next to concerned responses to development.<sup>12</sup>

In the second half of the twentieth century, the bond between Purdue and West Lafayette was solidified and necessary. It has made the community economically and independent from the demands of rural agriculture that weighed down other towns in North Central Indiana. Today, there is a greater theme of West Lafayette residents trying to define their identity outside of Purdue. Resulting in the establishment of neighborhood associations, a large trails and parks system, and development unconnected to Purdue University.<sup>13</sup> There is still much research to do, and materials to be uncovered, in order to present a connected narrative of West Lafayette in the twentieth and twenty-first centuries. One should take the themes established by the city’s infancy—such as the spirit of expansion and establishment of moral codes—to reflect on more recent histories in the City of West Lafayette. In so doing, one may be able to help establish a historically based, believable, and strong identity for the city’s residents.

## Section 2: A Brief History of New Chauncey

The New Chauncey neighborhood represents West Lafayette’s historic identity. Born as a natural extension of the Town of Chauncey, the neighborhood has roots dating back to the mid-nineteenth century. After Chauncey merged with the Town of Kingston to form West Lafayette, the area steadily grew and experienced dynamic residential development. This development included the construction of dozens of homes, several of which are now listed on the National Register of Historic Places. A significant number of these structures have also received historic home designations from the Wabash Valley Trust for Historic Preservation. This has led to the designation of New Chauncey as a Local Historic District in the City of West Lafayette subject to the West Lafayette Historic Preservation Commission regulations and rulings. The architectural styles of New Chauncey



**FIGURE 3:** *JOURNAL AND COURIER*, OCTOBER 12, 1923. IT IS POSSIBLE THE “PROPER AND ADEQUATE RESTRICTIONS” INCLUDED THE SEGREGATION OF NON-WHITE RESIDENTS.

**Did you know..?**

**The housing abstracts (a collection of legal documents tracing the ownership and use of a particular parcel of land) for New Chauncey Neighborhood are available to the public at the West Lafayette Public Library.**

**For more information, contact the West Lafayette Public Library Archives division.**

<sup>10</sup> Tippecanoe County Interim Report.

<sup>11</sup> “Novel Entries Feature Parade,” *Journal and Courier*, May 12, 1922.

<sup>12</sup> *Journal and Courier*, October 12, 1923, 11; “New Bank Building,” *Daily Courier*, August 11, 1914, 2; “Village Union Will Discuss Topics of Community Interest,” *Journal and Courier*, April 21, 1922, 2.

<sup>13</sup> For more specific information on such developments, please refer to Chapter Two, Section Two.

dwellings, along with the stories of those who lived in them, help tell a larger story of the West Lafayette's middle class development in the twentieth century.

New Chauncey residents were largely from the Midwest and representative of the region's middle class. Dr. Edward T. Stahl, of the Edward and Beatrice Stahl House on 324 Park Lane, was a practicing surgeon at the time of the 1940 United States Federal Census. He lived with both his wife and a residential maid, Mahlke Opal. This detail shows the popularity of live-in service workers in American middle class homes—even as late as 1940. The size of the home would have allowed Opal her own quarters. To the modern person, domestic workers seem like a product of the upper class; however, in the first half of the twentieth century they were much more common throughout the middle and upper-middle classes.<sup>14</sup>

Census workers canvassing the New Chauncey neighborhood also found that at least three men (for whom New Chauncey homes are now named) were Indiana natives. Dwight Hartman, of the Dwight R. Hartman House at 457 Maple Street, grew up in a large family in Elkhart, Indiana.<sup>15</sup> William F. Keirce of 324 Park Lane was born in Indiana around 1889. His parents' birthplaces—Ireland and Kentucky—are emblematic of common immigration patterns in the Midwest during the nineteenth century. Horace Reisner of 492 Littleton Street was also a Hoosier; census records indicate that his father grew up mostly in Indianapolis, and by 1940 his son Horace lived at the Littleton address in West Lafayette. In sum, the average original New Chauncey homeowner was white, male, originally from the Midwest, and of an upper-middle class profession.

New Chauncey homeowners played a important-role in West Lafayette's larger economic and community expansion. In the twentieth century, the public saw these homeowners as longstanding members of the community. In an interesting detail revealed by housing abstracts, real estate mortgages in the New Chauncey area still referred to West Lafayette as the "Town of Kingston, now West Lafayette."<sup>16</sup> Although a small legal detail, this fact establishes homeowners in New Chauncey as connected to the community's greater history. New Chauncey was at the forefront of West Lafayette's expansion. The *Journal and Courier* dates April 18, 1922 as a turning point for the city's road use. The Lafayette Street Railway, active across the river in Lafayette, began a new route across Thornell and Grant Streets. Thornell was later renamed Stadium Street—one of the main defining roads in New Chauncey.<sup>17</sup> The streetcar allowed New Chauncey residents more efficient access to the rest of West Lafayette and Lafayette.

In 1922, entertainment opportunities expanded for residents of New Chauncey Neighborhood. The Purdue station now known as WBAA started broadcasting in April of that same year. The *Journal and Courier* noted that university alumni—many of whom lived in West Lafayette, and specifically New Chauncey Neighborhood—desired a powerful local radio outlet.<sup>18</sup> Around this time, the newspaper also published an editorial comparing the power of movies and radio. The editor argued that Americans went to movies not because they particularly cared about the films shown, but to escape boredom in their homes. As the editor argued, the-arrival of radio allowed families to stay entertained in their own houses, leading to a rise in domestic interest. "Radio is sweeping the country," the editorial reads, "And it keeps people at home. It is so revolutionary a thing that, for a while at least, it upsets the whole scattering tendency of recent years. And as the thing improves, the new domestic tendency may strengthen."<sup>19</sup> This information sheds light on home life and provides context for the growth of New Chauncey Neighborhood in the twentieth century. Residents valued their homes as places for rest, life, and entertainment. That spirit continues in the neighborhood today, with an active New Chauncey Neighborhood Association and the West Lafayette Historic Preservation Commission.

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<sup>14</sup> Maggie Caldwell, "Invisible Women: The Real History of Domestic Workers in America," *Mother Jones*, February 7, 2013.

<http://www.motherjones.com/politics/2013/02/timeline-domestic-workers-invisible-history-america>

<sup>15</sup> 1920 United States Federal Population Census.

<sup>16</sup> Housing abstracts of Elihu Chauncey, West Lafayette Public Library Archives. Interestingly, this same abstract used "Town of Chauncey, Now West Lafayette" in 1892.

<sup>17</sup> "Franchise for car line gets West Side O.K.: Town Board Adopts Ordinance Giving New Street Railway Rights Agreed Upon; Busy Session," *Journal and Courier*, April 18, 1922.

<sup>18</sup> "Broadcasting to Be Repeated at Purdue," *Journal and Courier*, May 5, 1922, 1.

<sup>19</sup> "Movies and Radio," *Journal and Courier*, April 7, 1922, 6.

## Section 3: A Brief History of Happy Hollow Heights

Happy Hollow Heights is located north of downtown West Lafayette. The neighborhood was platted in 1953 and expanded in 1958. It sits along a ridge and several of the properties can view the wooded ravines created by the topography of Happy Hollow Heights.<sup>20</sup> Similar to the development of Hills and Dales, many of the homes within the neighborhood were purchased by professors and staff at Purdue University.

Happy Hollow Heights was less traditional in its design with curved streets, building restriction of both type and use, consideration of natural elements on the existing site and access to transportation. Considering both topography and existing landscape conditions helped protect the old-growth trees and allowed for minimal clearing. The curvilinear layout of the neighborhood reflects Olmstead suburban designs, the City Beautiful Movement, and the Federal Housing Administration (FHA) guides on neighborhood designs and planning. With this design, the lots are better adapted to the topography of the site, private development costs, and utilities and road construction costs were lowered for the development.

Happy Hollow Heights features architectural styles such as: Ranch, Split Level and Mid-Century Modern. All architectural styles featured in the neighborhood demonstrate the trends of the time in modern architectural history. Ranch style homes are horizontal, U-Shaped or L-Shaped, often having attached garages in the front. This style was very popular at the time, and many looked at the style as ideal for raising families post-World War II.

Split-Level style homes often are viewed as a variation of Ranch homes. With ties to Frank Lloyd Wright, the Split-Level style divides the home into functional spaces with a landing and stairs leading to the upper and lower levels of the home. The functionality of the design was popular for developments with limited space and many examples of this style can be found in Happy Hollow Heights.

Mid-Century Modern style influenced many of the homes within Happy Hollow Heights. Robert Smith, a regional architect, designed many Mid-Century Modern homes that most notably can be found in the neighborhood, showcasing his unique style. His designs have signature elements, such as masonry for privacy and texture and large windows spanning the rear of the home. Smith was heavily influenced by the Mid-Century Modern style, and many of his designs within the neighborhood show his take on the mid-century architectural style. He designed eight (8) modern/contemporary homes within Happy Hollow Heights. The variety of Mid-Century architectural styles in the Happy Hollow Heights neighborhood showcase the styles and changing atmospheres of post-war designs.

## Section 4: A Brief History of Hills and Dales

Hills and Dales was the first planned subdivision, post-incorporation, of the City of West Lafayette.<sup>21</sup> It was built between 1924 and 1943, with some development after 1943 in the mid-fifties and early seventies. The construction of the neighborhood slowed between 1929 and 1940, due to the start of the Great Depression and America entering World War II. Hills and Dales was planned for about 280 homes and developed as a residential neighborhood focused on homes for professionals and professors at Purdue University. It sits just northeast of Purdue University's campus with winding streets, many hills, and diverse, rich landscapes.

Hills and Dales shows the planned development patterns of the time. The neighborhood grid combined with the landscaping, common open spaces and curved, winding streets demonstrate the trends in suburban development of the

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<sup>20</sup> National Register of Historic Places Registration Form – Happy Hollow Heights Historic District, October 2015

<sup>21</sup> National Register of Historic Places Registration Form – Hills and Dales Historic District, May 2002

early 20<sup>th</sup> Century. Hills and Dales was developed by the Shook Agency and was marketed for the development's deed restrictions promoting residential only development through setback requirements, prohibitions of lot division and use restrictions. Landscaping, topography and location were selling points for the neighborhood. Many visitors note the natural benefits of the site and how the designers laid out development. Nicol Scholer and Hoffman, were the primary designers of the neighborhood. As local architects their work can be seen throughout Hills and Dales but also in Downtown and on Purdue's campus.

The neighborhood is home to a variety of architecture styles, the most notable being: Colonial Revival, French Renaissance, Modern Ranches and Tudor Revival. Houses constructed early in the development were mostly period revival styles, and as the neighborhood developed Colonial Revival became the most popular, incorporating 67 homes of this architectural style. Colonial Revival homes in this neighborhood were often two (2) story symmetrical homes, with large, prominent entries and were constructed of brick, stucco, or siding.

Tudor Revival also is very prevalent in the neighborhood with over 20 homes constructed with this influence. They have light stucco walls with pitched slate roofs, contrasting materials and uniquely shaped windows with recessed entry points.

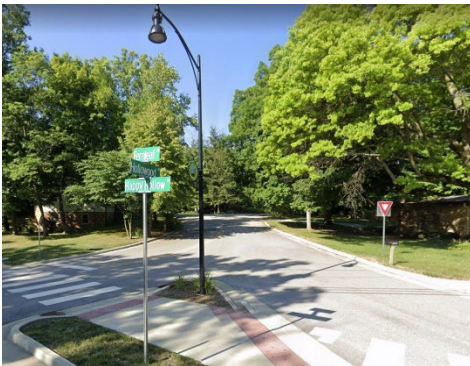


FIGURE 4: HAPPY HALLOW HEIGHTS

This style is found more often on the southern portions of the neighborhood. Within the Tudor Revival style, cottage variations are common, featuring stone accents, large stone chimneys, gabled entrances, arched doorways, and extended rooflines.

French Eclectic/Renaissance additionally has some influence on the neighborhood, with a few homes in this style. This style often features tall pitched hipped roofs, stone or stucco cladding, arched doorways, roof dormers, large chimneys, and timbering. Homes of this style, while few and far between, are notable to the neighborhood and demonstrate the variety of development in Hills and Dales.

A late modern development in Hills and Dales is the introduction of the early Ranch style. The homes follow in the Mid-Century modern influence, with design based on the style of Frank Lloyd Wright. Homes are one (1) story with a central core and spreading out from the center, featuring stone cladding, metal accents, recessed porches, and gabled roofs. Homes of this style are few but are notable for their modern influences.

## Section 5: The Village

The Village or “Chauncey Village” is located next to Purdue University and the New Chauncey Neighborhood. Many of the buildings within the district were built in the 1900s, as New Chauncey adopted the name West Lafayette.<sup>22</sup> The Village has many notable properties that are very recognizable and have great significance within the Lafayette community. It provides opportunities for shopping, nightlife, Purdue-Lafayette connections, and is a source of many of Purdue traditions.

Morton School (222 N Chauncey Ave), built in 1929, is a Classical Revival style building designed by Walter Scholer Sr, a local Lafayette architect. This Classical Revival style was a common style for public buildings as it was distinctive and had a classic look. While historically this site and building were used for education, it has also been used as a community center offering activities, programs, and classes. It currently is used as Margerum City Hall and is home to most of the city offices and has some community space operated by the Parks and Recreation Department<sup>23</sup>

Another property of historic significance is 210 W State St formerly Purdue State Bank and currently occupied by Chase Bank. This building was built in 1914 and was designed by Louis Sullivan, a Chicago architect. The building has many of the features Sullivan commonly used in his designs. The building has two long sides with horizontal recessed windows banded

<sup>22</sup> <https://www.tourdelafayette.com/neighborhoods/thevillage/thevillage.html>

<sup>23</sup> [https://www.homeofpurdue.com/listing/sonya-l-margerum-city-hall-\(formerly-morton-community-center\)/1672/](https://www.homeofpurdue.com/listing/sonya-l-margerum-city-hall-(formerly-morton-community-center)/1672/)

by green ceramic floral tiles with brick piers separating windows. The brick piers and parapets have yellow tiles that add to the “Jewel Box” effect.

Varsity Apartments were built in 1928 and are of the Classic Revival Style like Morton School. The apartments were built to help address the housing needs of the students attending Purdue. It features many of the highlights of Classic Revival architecture, with a central door, decorative door surrounds, detailed cornices, and the use of brick. The apartments are located at 101 Andrew Place.

Fire Station No. 1 built in 1917, is another notable building of historic significance within the village. Located at 300 North St, the fire station was built in the Romanesque Revival Style and is one of Indiana’s oldest active fire stations. It originally was home to the fire department, police department, and many city officials’ offices. The building is two (2) stories and constructed of brick, it features large, trimmed windows, garage doors, 35-foot tower, a brass fire pole and many limestone accents. Many of the buildings most notable features showcase the defining features of the Romanesque Revival style: masonry walls, towers and large windows and entryways.

## Chapter 2: Architectural Styles of the Historic Districts of West Lafayette

Any architectural style (or, more accurately, “form”) guide is never fully complete. As with any artistic medium, architecture contains a broad visual language that speaks to its viewers and inhabitants, and also to its own history. Different architectural forms and styles interact and co-exist; a home may simultaneously qualify as “Queen Anne” and “Cottage,” or “Contemporary” and “Colonial Revival.” West Lafayette contains many such homes, and each give the community its distinctive character. This style guide does provide a comprehensive overview of West Lafayette’s architectural character. The organization of the guide, however, should not limit the reader in his or her interpretation of certain structures. Instead, readers should note that many of the housing types here, separated by name, often coexist in historic homes. Oftentimes subtle and contradictory language of architectural styles means that some sources may classify a home as, say, “Folk Victorian,” and others may classify the same home as “Eclectic Victorian.” The interpretation of architectural styles is fluid and it should encourage readers to walk many of West Lafayette’s neighborhoods themselves and make their own decisions.

### Section 1: Victorian



**FIGURE 5:** *ASYMMETRICAL MASSING AND BAYS AS SEEN AT 401 NORTH SALISBURY STREET (C. 1890/1920)*

The Victorian architectural type is a visual expression of the energy of American industrialization in the Victorian era. “Victorian” can be used to describe a home’s form, while “Queen Anne,” “Folk,” and “Free Classic” can be used to describe any Victorian home’s exterior ornamentation and/or decoration. Although the Victorian name and its hallmarks often reference earlier Anglo-European architecture, the construction and cultural ideals that went into the construction these dwellings prove the Victorian form’s—and its various styles’— place as a representative modern American art form. The Queen Anne style and its numerous variations was well expressed by Thomas U. Walter, President of the American Institute of Architects during his 1879 annual message: “The manifest tendency of architects is to break away from the trammels of conventional rules, and to make style subservient to the spirit of the age, indicates a progress in the development of independent thought hitherto

#### Homes Include:

117 East Oak St.

103 Sylvia St

401 N. Salisbury St

725 N. Salisbury St

unknown.”<sup>24</sup> These words show how the Victorian styles became some of the most ubiquitous upper and middle class American views near the turn of the century. Its individualism made it a uniquely applicable style for American families. Its diverse possibilities are on full display in West Lafayette. Although there is not a large quantity of these homes they provide the area with a stately quality and connect it to the many Victorian homes seen across the river in Lafayette.



**FIGURE 6: 117 EAST OAK STREET.** THIS THREE-QUARTERED VIEW FROM THE STREET SHOWS PROTRUDING BAYS, A WRAPAROUND PORCH AND SPINDLE WORK COLUMNS, IRREGULAR WINDOW STYLE, AND WHITE DORMER TRIM.

Rather than the symmetry of forms such as the American Foursquare or bungalow, Victorian homes have asymmetrical additions, layouts, and exterior decoration. The rhythm of these homes can be characterized as more staccato—less irregular—than their subdued neighbors. One of the most significant formal qualities of Victorian homes is the presence of projecting bays and additions. These are placed at irregular intervals, and their intersecting corners demand attention from public right of ways. Porches often wrap around the front and sides of these projections. This display of perspective and angles is displayed at 117 East Oak Street, in figure 6. In this home (now adapted to several rented units, see figure 6), a Folk Victorian style is evident in the yellow paint choice and white, gingerbread, wooden trim. The home does not have a turret or tower, as would be more common in a Queen Anne Victorian home. 117 East Oak, in figure 6, shows how one recognizable form (Victorian) can emphasize one style (Folk) more than others.



**1** Gabled Roof, Irregular Shape

**2** Large, Decorative Eave Brackets

**3** Spindled Posts



**4** Asymmetrical Massing and Bays

**5** One-Over-One Windows

**6** Large Porch

1) Gabled Roof, Irregular Shape

<sup>24</sup> Thomas U. Walter, “Annual Message,” *Architects’ and Builders’ Magazine*, 1879.

- 2) Large, Decorative Eave Brackets
- 3) Spindled Posts
- 4) Asymmetrical Massing and Bays
- 5) One-Over-One Windows
- 6) Large Porch

<b>Victorian Form Highlights</b>			
<i>Roofs</i>	<i>Building Materials</i>	<i>Porches</i>	<i>Windows</i>
Hipped (Sloped on all 4 sides)	Decorative Shingle	Spindled Posts	One-Over-One or Multi-Over-Two
Gabled (Sloped on 2 sides), especially Dormers	Clapboard	Wrapped Porches on First Floor	Arched, Curved or Rectangular Tops
Irregular Shape	Patterned Masonry or Cast Concrete	Recessed Porches on Upper Floors	Arranged in Pairs or Trios
Large, Decorative Eave Brackets			Leaded or Stained Glass

<b>Victorian Variations</b>	
<i>Folk Variation</i>	<i>Queen Anne Variations</i>
Typically Understood as a Middle-Class Variation on Victorian	Turrets and Towers
Timber Materials	Use of Masonry (Brick or Stone)
Clapboard Siding	Cast Iron Façade Detailing OR Rich Wood Ornamentation
Ornate or Simple Wooden Trim Details	
Large Porches	Complex Color Schemes

**Further Victorian Resources**

Bibliolabs, LLC, *Victorian Architecture: Houses and Pattern Books*. Charleston, S.C.:

Bibliolabs, LLC, 2013.

Brooks, Michael W. *John Ruskin and Victorian Architecture*. New Brunswick, N.J.:

Rutgers University Press, 1987.

Omoto, Sadayoshi. "The Queen Anne Style and Architectural Criticism," *Journal of the Society of Architectural Historians* 23, 1 (March 1964), 29-37.

## Section 2: Bungalow

Since the early twentieth century, architects have described the bungalow as nationalistic and typically American.<sup>25</sup> Bungalow heritage can be traced to California; they sprouted across the state in the late nineteenth century, and by 1906, the style was described as California's "especial pride."<sup>26</sup> So great was the influence of bungalow architecture it spread rapidly across the United States around the turn of the century. Although bungalows started as distinctly Californian in purpose—large porches and raised foundations allowed for better ventilation in the hot climate, for example—architects and planners quickly determined the bungalow as applicable to many climates and locations across the nation. By 1915, it became the most popular style for single-family residential buildings in the United States.<sup>27</sup> This was due, in large part, to the



FIGURE 7: 106 CONNOLLY ST. (c. 1915)



FIGURE 10: 120 CONNOLLY ST. (c. 1915)

harmonious relationship of artistry and economy that the bungalow style allows.

Associated with the aesthetics of the Arts and Crafts movement, the bungalow form and style emphasize integration with natural surroundings (through the use of local material and landscaping), simplicity, and craftsmanship. One can see these design principals in the bungalows of West Lafayette, specifically in the New Chauncey Neighborhood. Interestingly, the style's eastward spread was aided by the reproduction of pre-planned bungalows that homeowners could purchase through magazines and even department stores such as Sears, Roebuck & Company.<sup>28</sup> For many architects and critics, this stood in direct opposition to the anti-industrial standards of Arts and Crafts and, by extension, the "true" California Bungalow

style.<sup>29</sup> Polarized opinions defined a separation between "Craftsman Bungalow" homes and "Kit Home" bungalows. The New Chauncey Neighborhood, in West Lafayette, contains both. 201 Quincy Street and 863 Rose Street are examples of

Kit Home bungalows.<sup>30</sup> One can now view a Craftsman Bungalow at 124 West Stadium Avenue. Despite early twentieth century critics' grievances that Kit Home bungalows were "*cheap dwellings in good middle-class suburban neighborhoods,*" the anointing touch of history and nostalgia has heightened their class reputability. Today, many may not be able to distinguish the differences between hand-built Craftsman Bungalows and Kit Home bungalows.

Whether it be Kit Home, Craftsman, or otherwise, the bungalow home contains specific design strategies.

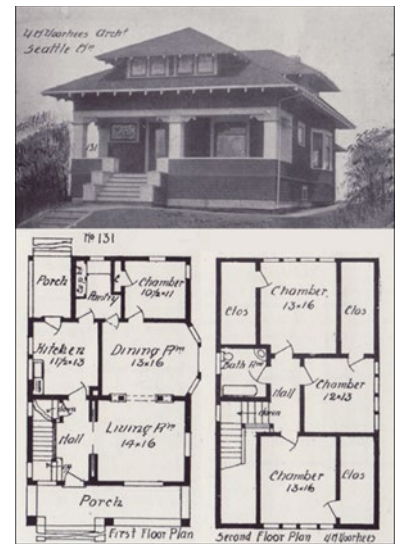


FIGURE 9: 1908 HIP-ROOFED BUNGALOW. V. W. VOORHEES OF SEATTLE, WA.

[HTTP://WWW.BUNGALOWHOMESTYLE.COM/PLANS/VOORHEES/1908/08WBH-131.HTM](http://www.bungalowhomestyle.com/plans/voorhees/1908/08WBH-131.htm)

FIGURE 8: 116 CONNOLLY ST. (c.1915)



<sup>25</sup> John Mack Faragher, "Bungalow and Ranch House: The Architectural Backwash of California," *The Western Historical Quarterly* 32, 2 (Summer 2001), 161.

<sup>26</sup> Jas M.A. Darrach, "Why Not a Bungalow?" *Country Life in America* 14 (October 1906), 637.

<sup>27</sup> Faragher, "Bungalow and Ranch House," 160; Robert C. Spencer, "Building a House of Moderate Cost—A Bungalow Suggestion," *Architectural Record* 32 (July 1912), 38.

<sup>28</sup> Rebecca L. Hunter, "A Bonnie Clyde!" *Sears Modern Homes*, December 28, 2014, blog post, <http://www.searshomes.org/index.php/tag/west-lafayette-and-the-sears-kit-house/>

<sup>29</sup> Faragher, "Bungalow and Ranch House"

<sup>30</sup> Twyla Graber, "Spirit of American Architecture" (November 24, 2014), 2.

<http://westlafayettepubliclibrary.org/images/Kit%20Homes%20in%20New%20Chauncey.pdf>

Although bungalows dot the entire New Chauncey Neighborhood, three homes nearly next door to each other on Connolly Street comprehensively demonstrate these strategies—numbers 120, 116, and 106, in Figures 10, 8 & 7, on the North side of the street (all c. 1915). All three have similar, low-pitched gable front roofs; entryway porches (116 replaces the typical exterior porch with an interior space, but it is heavily windowed and still acts as an entry gathering space); and stonework, especially in the foundations. Siding between three varies; the stucco front on 116, see figure 8, is representative of the California style, while 106’s river rock foundation is more indicative of an English or Craftsman style, see figure 7. The New Chauncey Neighborhood certainly has more elaborate and better-preserved bungalows; however, an interested visitor might stop by this block for a primer in the neighborhood’s numerous bungalows. From there, visitors can head south to Littleton Street to view the Wabash Valley Trust Plaque Horace and Leona Reisner House (c.1915) or the Dwight R. Hartman House on Maple Street (1913); west to the William F. Keirce Craftsman Bungalow on Lawn Avenue (1928); and dozens of other historically contributing examples in between.



- 1) Hipped Roof
- 2) Stone Material
- 3) Porch Central to Entryway



- 4) Extended Visible Rafters
- 5) Porch Supported by Large Piers
- 6) Simple Wood Trim

- 1) Hipped Roof
- 2) Stone – Building Materials
- 3) Porch Central to Entryway
- 4) Extended Visible Rafters
- 5) Porch Supported by Large Piers

6) Simple Wood Trim Windows

Bungalow Style Highlights			
Roofs	Building Materials	Porches	Windows
Hipped (Sloped on all 4 sides)	Clapboard	Central to Entryway	Double Hung/ Double Sashed
Gabled (Sloped on 2 sides), Especially dormers	Brick	Full or Partial Width	Single Panes
Low-pitched/sloped	Stone	Supported by Massive Piers	Simple Wood Trim
Extended Rafters Visible	Stucco		

**Further Bungalow Resources**

*Primary:*

Darrach, Jas M.A. "Why Not a Bungalow?" *Country Life in America* 14 (October 1906): 637.

Spencer, Robert C. "Building a House of Moderate Cost—A Bungalow Suggestion," *Architectural Record* 32 (July 1912): 38.

*Secondary:*

Faragher, John Mack. "Bungalow and Ranch House: The Architectural Backwash of California," *The Western Historical Quarterly* 32, 2 (Summer 2001): 149-173.

Powell, Jane. *Bungalow: The Ultimate Arts and Crafts Home* (Layton, Utah: Gibbs Smith, 2004).

"What Is a Sears Modern Home?" *Sears Archive*, accessed February 1, 2015. <http://www.searsarchives.com/homes/>

Section 3: Colonial Revival



FIGURE 11 : A GAMBRELED ROOF MARKS THE COLONIAL REVIVAL HOME OF 439 NORTH SALISBURY ST. (c. 1915)

The Colonial Revival form is one of the most common architectural types seen in the United States. Many date the popular birth of Colonial Revival to the 1893 Columbian Exposition in Chicago. As the world turned its attention to the city, American participants sought to present a distinctive visual character. In order to reveal a visual impression of an authentic America, Exposition architects looked to the Federal and Georgian structures that defined the nation’s founding era. The Exposition’s Director of Works, famed Chicago architect Daniel Burnham, oversaw the construction of the Exposition’s “White City.” The formality of the term came from the reproduction of white plaster Neoclassical buildings across the Exposition site.<sup>31</sup> These constructions invoked the democratic center of the nation’s capital. The layering of historical references and the progressive technological feats required in order to build them spoke to Americans at the exciting

**Homes Include:**  
 439 N. Salisbury St.  
 701 N. Chauncey Ave.  
 451 Littleton St.

<sup>31</sup> Pennsylvania Historical and Museum Commission, “Colonial Revival Style: 1880-1960,” *Architectural Field Guide*, n.d.

turn of the twentieth century.<sup>32</sup> In addition to the rise of grand Neoclassical buildings in American cities at the time, a more modest Colonial Revival took hold in the nation’s domestic neighborhoods.

In West Lafayette, Colonial Revival homes sometimes took on a distinctively Dutch style. Interestingly, Franklin Delano Roosevelt was one of the biggest champions of Dutch Colonial Revival architecture. Before his presidency, Roosevelt was an passionate member of small historical and genealogical societies.<sup>33</sup> He strongly believed in the value of preserving the words and visual culture of our ancestors. This meant not only the preservation of historic Dutch Colonial homes, but also in the planning and construction of new homes in a “true” Dutch Colonial style. Although Roosevelt initiated such constructions in the Northeast, architects working in West Lafayette, Indiana at the same time constructed homes in the same visual language.<sup>34</sup>

The Charles and Ida Kasher House at 439 N. Salisbury Street (built in 1917), in Figure 11, is a remarkable example of Dutch Colonial Revival in the New Chauncey area. The gambrel roof provides an immediate visual impression of the Dutch Colonial Revival style. In gambrel roofs, two connected slopes form the symmetrical sides. The first slope is steep, while the second slope ascends at a shallower angle. In this example, large gambrel dormers also extend on the eastern side of the house. Shingle siding, a perfect example of building material in Dutch Colonial homes, is used around the building. These construction choices strongly contribute to its historic value. It is symbolic of the types of homes even Franklin D. Roosevelt hoped to see across the nation in the early twentieth century.

Continuous Dormer 1

Half-to-Small Sized Porch 2

Double Hung Window 3

Gambrel Roof 4

Shingled 5



<sup>32</sup> Wayne Andrews, “Random Reflections on the Colonial Revival,” *Archives of American Art Journal* 4, 2 (April 1964), 1-4. Interestingly, texts such as that by Andrews show a tenuous confusion over the significance and quality of revival styles. Architectural criticism in the 1960’s forms a complex dialogue for revival architecture.

<sup>33</sup> William B. Rhoads, “Franklin D. Roosevelt and Dutch Colonial Architecture,” *New York History* 59, 4 (October 1978), 431.

<sup>34</sup> In addition to Dutch Colonial homes, New Chauncey also has a large number of Colonial Revival Cottages. These do not typically have the gambrel roofs of Dutch Colonial, and instead resemble scaled-down versions of the Colonial homes seen on the East Coast in the eighteenth century.

- 1) Continuous Dormer
- 2) Half-to-Small Sized Porch
- 3) Double Hung Window
- 4) Gambrel Roof
- 5) Shingled

Colonial Revival Highlights			
Roofs	Building Materials	Porches	Windows
Hipped (Sloped on all 4 Sides)	Shingled (particularly in Dutch Colonial Revival)	Restrained Design	Four-Over-Four, Six-Over-Six
Gambrelled (Particularly in Dutch Colonial Revival)		Half-to-Small Size	Double-Hung Sash
	Clapboard	Square or Round Columns	Rectangular Tops
		Decorative Pediments	Shutters
			Symmetrically Located

### Further Colonial Revival Resources

Andrews, Wayne. "Random Reflections on the Colonial Revival," *Archives of American Art Journal* 4, 2 (April 1964), 1-4.

Gyure, Dale Allen. *Colonial Revival in America: Annotated Bibliography*. Charlottesville, VA: University of Virginia, Department of Architecture, 2008.



FIGURE 12: EVENING LIGHT ILLUMINATES THE TUDOR REVIVAL HOME OF 703 NORTH CHAUNCEY AVENUE (C. 1930).

## Section 4: Tudor Revival

Tudor Revival homes in West Lafayette, specifically in the New Chauncey Neighborhood, do not present the intimidating, gothic exteriors one might think of when presented with the concept of Tudor architecture. Although the Tudor Revival takes its cues from England’s sprawling, half-timbered fortresses of the fourteenth and fifteenth century, the form takes on a more charming, countryside feel in New Chauncey.

**Homes Include:**  
700 N. Chauncey Ave.  
703 N. Chauncey Ave.

Patricia L. Duncan, in *The Journal of the Louisiana Historical Association*, explains how the Tudor Revival form could be adaptable for American clients. She notes that the Tudor Revival dwellings built in the United States in the first decades of the twentieth century were actually combinations of Tudor, Elizabethan, and Jacobean architecture. For architects, the overall goal with these buildings was

to make them “picturesque.”<sup>35</sup> This concept—collages of historic styles to create an overall picturesque aesthetic—is called *eclecticism*. This can be applied to many homes in Lafayette and West Lafayette’s historic homes, including Spanish eclectic, Renaissance eclectic, Victorian eclectic, and more.

Tudor Revival homes in West Lafayette utilize the steep roof and gable pitch associated with the form. Although original Tudor homes utilized half-timber construction, in the twentieth century this form became ornamental and/or decorative. 700 North Chauncey Avenue (not pictured) displays this decorative half-timbering on the front gable. Vines crawling up

<sup>35</sup> Patricia L. Duncan, “Slagle House,” *Louisiana History: The Journal of the Louisiana Historical Association*, 38, 3 (Summer 1997), 346.  
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the brick siding enhance the pastoral “Englishness” of the dwelling. Details such as these preserve the aesthetic integrity of historic buildings across West Lafayette.



- 1) Steeple Pitched Roof
- 2) Massive Chimneys
- 3) Brick
- 4) Multi-Paned Window
- 5) Recessed Front Door

Tudor Revival Style Highlights			
<i>Roofs</i>	<i>Building Materials</i>	<i>Entrances</i>	<i>Windows</i>
Steeple Pitched	Brick	Recessed Front Door	Tall and Narrow
Prominent Cross Gables	Decorative Half-Timbering	Arched Openings	Arranged in Groups
Massive Chimneys	Stone Masonry	Black Metal Door Hardware	Multi-Paned
	Stucco	Small Gabled Roof Over front Door	Leaded Glass

## Further Tudor Revival Resources

Clark, Michael D. "Ralph Adams Cram and the Americanization of the Middle Ages," *Journal of American Studies* 23, 2 (August 1989), 195-213.

Goff, Lee. *Tudor Style: Tudor Revival Houses in America from 1890 to Present*. Ann Arbor, MI: University of Michigan Press, 2002.

Jakle, John A. "Twentieth Century Revival Architecture and the Gentry," *Journal of Cultural Geography* 4, 1 (1983): 28-43.

Thurley, Simon. *The Building of England: How the History of England Has Shaped Our Buildings*. London: HarperCollins, 2013.

## Section 5: English Cottage

In the Victorian era at the turn of the twentieth century, the English Cottage was a structure of sentiment. British and Victorian studies have identified the rural, pastoral English countryside as a site for thoroughly industrialized citizens to reflect, linger, and indulge in nostalgia.<sup>36</sup> Significantly, the themes of colonial movement and global intercultural exchange in the Victorian era complicated what it meant to be "English." English citizens moved, in huge numbers, to and from their home country and the wide expanse of colonies across the world in the nineteenth century. This led to the increased number of traditionally English

### Homes Include:

132 DeHart St.

127 Connolly St.

136 East Oak St.

601 Robinson St.



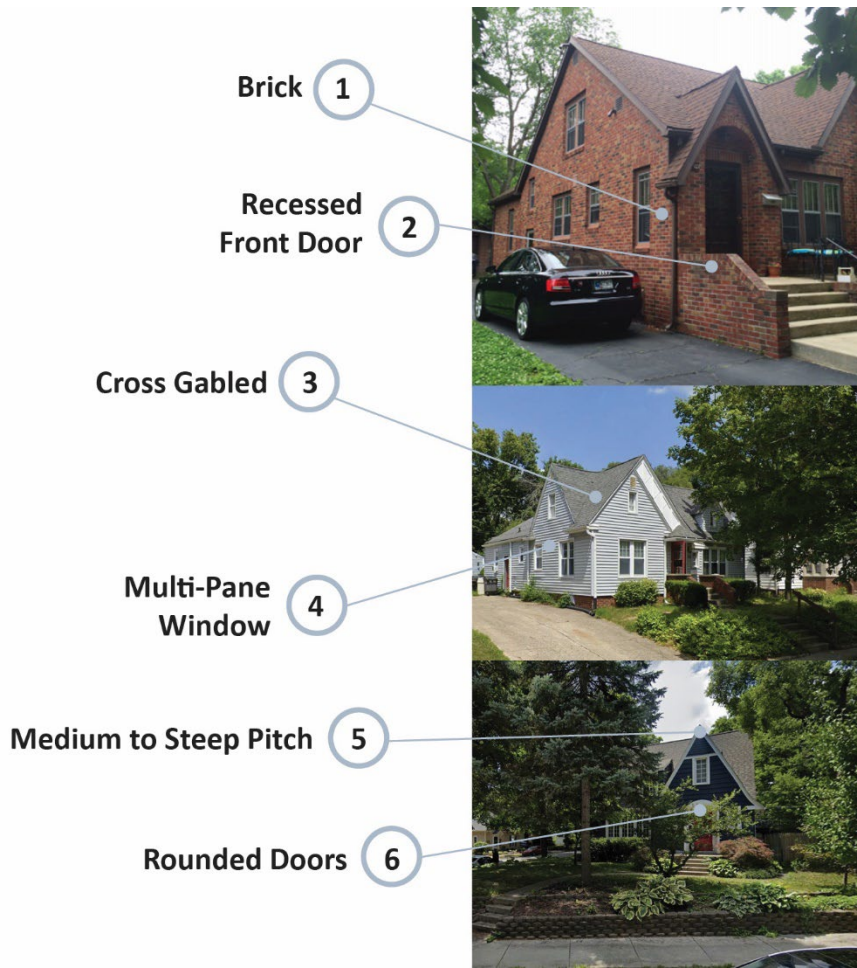
FIGURE 13: THE CHARM OF AN ENGLISH COTTAGE WITH CONTEMPORARY USE AT 127 CONNOLLY STREET.

structures in non-English (or not "authentically" English) places. More interesting, the murky waters of transnational visual exchange also led to the adaptation of English structures in colonies' own proud styles. West Lafayette transforms the context for the English Cottage, resulting in a distinct, American architectural type.

These dwellings take many of the same design cues as Tudor Revival homes, but they are significantly smaller and more streamlined. English cottages are typically one or two stories tall, with a medium-to-steep roof pitch. One of the defining characteristics of the form is the cross-gabled roof. The cottage's windows are another English visual cue. They are tall, narrow, and multi-paned, with visible lead or wooden muntins. They create a protective, castled effect that reminds one of the structure's European heritage. A line of these windows marks the front of 123 Connolly Street in New Chauncey. In figure 13, the home, built circa 1920, is best

characterized as a Colonial Revival Cottage. The cross-gabled roofline is characteristic of the English Cottage, but the white clapboard building materials, porch, and overall symmetry of design are far more expressive of Colonial Revival. In fact, the New Chauncey Neighborhood has many dwellings characterized as such. This home demonstrates how West Lafayette translates an English style to make it more "American" in appearance.

<sup>36</sup> Tim Barringer, "'I am native, rooted here': Benjamin Britten, Samuel Palmer, and the Neo-Romantic Pastoral," *Art History* 34, 1 (2011); Pamela Gerrish Nunn, "The Cottage Paradise," *Victorian Review* 36, 1 (Spring 2010).



- 1) Brick
- 2) Recessed Front Door
- 3) Cross Gabled Roof
- 4) Multi-Pane Window
- 5) Medium to Steep Pitch
- 6) Rounded Doors

English Cottage Style Highlights			
Roofs	Building Materials	Entrances	Windows
Cross Gabled	Brick	Recessed Front Door	Arranged in Groups
Medium to Steep Pitch	Decorative Half-Limbering	Rounded Doors	Multi-Paned
Large Chimneys	Stone Masonry	Arched Entries	Leaded Glass
	Clapboard (in Colonial Revival Variations)		

### Further English Cottage Resources

Crowley, John E. "In Happier Mansions, Warm and Dry': The Invention of the Cottage as the Anglo-American House," *Winterthur Portfolio* 32, 2/3 (Summer-Autumn 1997), 169-188.

Nunn, Pamela Gerrish. "The Cottage Paradise," *Victorian Review* 36, 1 (Spring 2010), 185-202.

## Section 6: Vernacular

Historic and cultural preservation groups and researchers praise vernacular architecture as the style and form of the people. Typically simple in design, vernacular dwellings focus on ease of use, accessibility, and a colloquial, everyday, aesthetic. Many consider vernacular plans—including the Gabled –Ell and American Four-Square—as the most authentic windows into a particular community’s past. These plans often combine references to various revival styles. This combination of visual parts, muted into an overall recognizable plan, makes these buildings “vernacular.” To architectural critics, preservationists, and visitors, this consolidation of forms is authentic—and moreover, authentically American. The tension between originality and reuse of existing forms makes vernacular, domestic and functional, architecture one of the most exciting rising fields in architectural and folk studies.

### Section 6.1: Gabled Front

The defining feature of this vernacular dwelling is its central entrance, marked by the two, sloped roofs that meet to form its triangular—name: the gable. These homes are iconic in American visual culture; they were truly some of the most commonly constructed homes during the early to mid-nineteenth century.<sup>37</sup> As opposed to more elaborate homes in West Lafayette (particularly Tudor and Colonial Revival homes), gabled-front homes were originally built for working class families. Although gable-front forms can be quite large or contain ornamentation (particularly on its porch columns and pediments), typically they are quite simple in style and smaller than its formal neighbors such as the Victorian or Craftsman Bungalow. They typically utilize clapboard or vinyl siding, which have always been understood as affordable materials. The large presence of gable-fronts in West Lafayette demonstrates the historic economic diversity of its community. Today, these homes are owned by families or available for rent to Purdue students.

### Section 6.2: Gabled-Ell

The Gabled-Ell home is an adaptation of the Gable-Front home. It takes visual cues from Greek Revival and subdues them. The columns and pediments seen in Gable-Front homes are seen in Gabled-Ell structures, but in Gabled-Ell structures these details continue on an additional wing parallel to the main center of the home. These protruding wings, typically rectangular, created more indoor and outdoor space for families.<sup>38</sup> The low, shallow gable slopes allow for a continuous roofline, as seen at 120 West Stadium Avenue. In other homes, the front gable can take on a steeper pitch, as seen at 128 East Oak Street. Such variations highlight the customizable flexibility of vernacular homes.

### Section 6.3: American Foursquare

The American Foursquare house form has a square or rectangular plan similar overall to the Gable-Front house. The most significant difference between these two forms is the roof type. Although their triangular sloped roofs characterize Gable-Front homes, American Foursquare homes use pyramidal shaped, hipped roofs. This allows for more space in the homes, and they often bud upwards to include a third story as well.<sup>39</sup> American Foursquare homes resemble bungalows, particularly in their low sloping dormers and front porches. In fact, homeowners could purchase Foursquare house plans

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<sup>37</sup> New Hampshire Division of Historic Preservation, “Appendix E: Glossary of New Hampshire House Types,” NH Architectural Survey Manual, April 2013. <http://www.nh.gov/nhdhr/programs/documents/introtoarchsurvey.pdf>

<sup>38</sup> The Red Wing Heritage Preservation Commission, “Red Wing South-End Historic Properties Survey,” n.d. [http://www.red-wing.org/media/files/planning/south\\_survey\\_report\\_1b.pdf](http://www.red-wing.org/media/files/planning/south_survey_report_1b.pdf)

<sup>39</sup> “Red Wing South-End Historic Properties Survey,” 25.

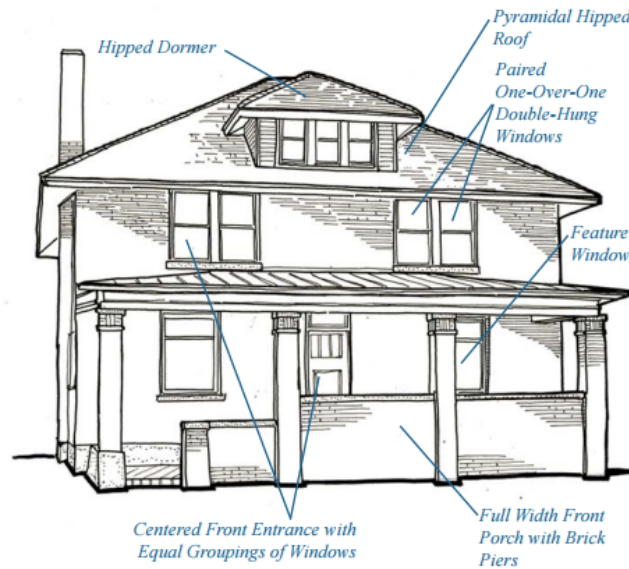
in the same catalogues as bungalow plans in the early twentieth century.<sup>40</sup> Many American Foursquare homes were created and decorated in a Craftsman style, blurring the lines between the Foursquare and bungalow. Typically, bungalows contained fewer stories and a more open floor plan than the Foursquare. These two forms, however, coexist in significant numbers in West Lafayette.



**FIGURE 14:** ANOTHER VERNACULAR FORM IS THE T-PLAN, WHEREIN THE AERIAL PLAN WOULD SHOW A CROSSED "T" SHAPE. 444 NORTH SALISBURY STREET (C. 1890)



**FIGURE 15:** THE SYMMETRICAL SIMPLICITY OF THE GABLE-FRONT HOME AT 411 NORTH SALISBURY STREET (C. 1915)



**FIGURE 16:** AN AMERICAN FOURSQUARE DIAGRAM. ROANOKE PLANNING COMMISSION, "RESIDENTIAL PATTERN BOOK," CITY OF ROANOKE, VIRGINIA, NOVEMBER 20, 2008.

### Further Vernacular Architecture Resources

<sup>40</sup> Roanoke Planning Commission, "Residential Pattern Book," City of Roanoke, Virginia, November 20, 2008.  
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## Section 7: Mid-Century

After World War II, Mid-Century architecture boomed, and the need for housing grew as population and suburban growth increased. Homes became more modernized by adding refrigerators, electric ovens, car amenities and other modern conveniences, that many find in their homes today. Throughout the Mid-Century boom, several architects contributed greatly to the movement, such as Ludwig Mies van der Rohe, Frank Lloyd Wright and LeCorbusier. While Mies focused on function and expression, Wright focused on open space, natural elements, and modern technological advancements, both showcasing the changing cultural atmosphere post-World War II<sup>41</sup>. Mid-Century architecture in many ways is a reflection of the post-war culture, technological advancements, and increased commercialization.

West Lafayette was no exception, and growth increased as returning veterans added to the housing demand and administrative needs at Purdue. Purdue's enrollment was heavily influenced by those returning home and using the G.I Bill to received aid for education. Increased student enrollment and population growth contributed to the increased housing need and developments in the West Lafayette area.<sup>42</sup> As a response, neighborhoods like Hills and Dales and Happy Hollow Heights were constructed soon after World War II.

### Section 7.1: Mid-Century Modern

With clean lines and distinctive shapes, Mid-Century Modern (MCM) architecture features floor-to-ceiling windows, open gathering spaces, minimal interior/exterior decoration, and a focus on connecting the built form to nature. These homes blend natural materials with more contemporary materials, such as aluminum windows and wood. MCM architecture is often paired with green spaces, forecourts and other elements that connect nature to the internal spaces.

Homes often would be two (2) stories or less, focusing on the ground level, featuring connections to nature through landscaped areas. Expansive, large homes often would extend over one (1) level on large lots. Exposed architectural features such as columns and beams are prominent, these elements create a modular look by dividing the interior and exterior with open but dedicated spaces. Entries are covered or sheltered and are important to the exterior design calling attention to entry and accessways. Roofs and rooflines are low-sloping or flat, with minimal decoration, allowing a simple base for other architecture features to be the focus. Large windows, spanning floor-to-ceiling, connect the interior to the exterior focusing natural light.

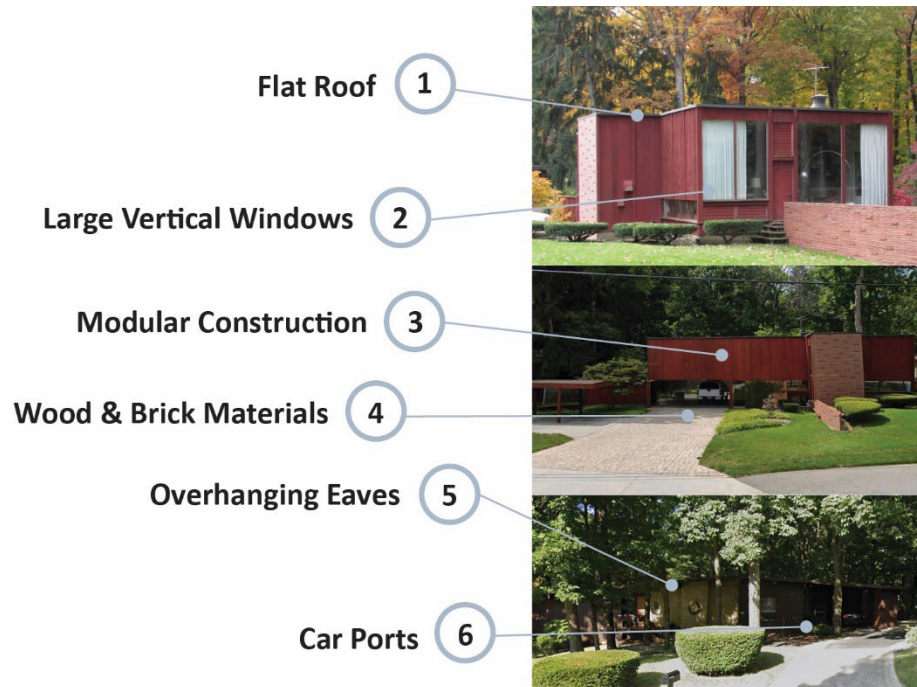
Natural materials (brick, stone, wood) combined with contemporary materials (metals, glass, concrete) are combined in MCM architecture, uniquely creating a futuristic appearing home. Brick is commonly used in a stacked pattern as the main material, while metal is used for decorative and functional purposes such as in doors, windows and columns. Glass windows are tinted or shielded by extended rooflines. Often these materials and textures are mixed, creating the signature futuristic look of Mid-Century Modern homes.



FIGURE 17: A MIDCENTURY MODERN HOME AT 1800 HAPPY HALLOW ROAD WITHIN THE HAPPY HOLLOW HEIGHTS NEIGHBORHOOD.

<sup>41</sup> Lawrence Technological University College of Architecture + Design, Mid-Century Modern Design Guidelines – City of Southfield, MI, March 6, 2012

<sup>42</sup> National Register of Historic Places Registration Form – Happy Hollow Heights Historic District, October 2015



- 1) Flat Roof
- 2) Large Vertical Windows
- 3) Modular Construction
- 4) Wood & Brick Materials
- 5) Overhanging Eaves
- 6) Car Ports

Mid-Century Modern Style Highlights				
Roofs	Construction	Building Materials	Entrances	Windows
Low-Sloping	Curtain Wall (Columns & Beams)	Wood	Covered or Sheltered	Large, Vertical Windows
Flat		Concrete	Breezeway, Porticos, Porches, Pavilions	Floor-to-Ceiling Windows
Covers Main Entrances or Parking Spaces	Modular Construction	Stucco	Car Ports	Windows Shielded by Decorative Elements
		Metal, Steel & Aluminum		Simple Appearance
Overhanging Eaves	Exposed Rafters	Brick		Mullions
		Stone (Accents)		

## Section 7.2: Minimal Traditional

Like much of the Mid-Century architecture movement, Minimal Traditional homes were built largely during and/or around the Great Depression and post-World War II due to the easy construction and minimal design. This style is easily customized, and it was common for developers to enhance the style by adding additional detailing to create more



FIGURE 18: AN EXAMPLE OF A MINIMAL TRADITIONAL HOME AT 283 LINCOLN ST.

distinctive and attractive designs<sup>43</sup> These customizations would often blur the lines of styles, giving varied looks. Minimal Traditional homes would have optional basements and a roof pitched so attics could be expanded into an additional second floor space. Garages were also an additional feature that could be added to many base models, adding to the great ability to customize these homes because of their base model. The neighborhood of New Chauncey has many examples of minimal traditional homes throughout.



- 1) Chimney
- 2) Shutters
- 3) Little to No Decoration
- 4) Low or Moderately Pitched Roof
- 5) Front Door Under Front Crossing Gable
- 6) Siding

<sup>43</sup> Craven, Jackie. "Selling the Minimal Traditional Style to 1940s America." ThoughtCo, Feb. 16, 2021, [thoughtco.com/minimal-traditional-house-plans-177538](https://www.thoughtco.com/minimal-traditional-house-plans-177538).

Minimal Traditional Style Highlights				
Roofs	Construction	Building Materials	Entrances	Windows
Low or Moderately Pitched Roof	Chimney	Wood	Front Door Under Front Crossing Gable	Shutters
Minimal Overhang	Little to No Decoration	Brick		Bay Windows
Side Gables	Small	Siding, Mixed		Double Hung
Front Crossing Gables	Attic			
	Simple			

### Section 7.3: Ranch

Ranch Style homes were very popular during the Mid-Century boom as they were simple, and easily constructed<sup>44</sup>. They helped to quickly meet the housing needs of Post-World War II America by allowing developers to construct homes based on an easily constructable plan<sup>45</sup>. Cliff May, a California architect, can be attributed to building some of the first Ranches in San Diego in the 1930s<sup>46</sup>. The Ranch’s ability to be easily modified and recreated contributes greatly to its popularity with developers.



FIGURE 19: AN EXAMPLE OF RANCH STYLE AT 337 LAUREL DRIVE IN HAPPY HOLLOW HEIGHTS.



FIGURE 20: AN EXAMPLE OF A SPLIT-LEVEL HOME AT 317 HOLLOWOOD DRIVE IN HAPPY HOLLOW HEIGHTS.

Ranches come in multiple variations, though often one (1) story, they can be raised to create a second level or raised to create a split level. Ranches often are one (1) story with a long horizontal rectangle construction. They would have many large windows and sliding glass door connecting the backyard open spaces to the home.

The Split-Level variation of ranches often is a nod toward the functionality and popularity of Frank Lloyd Wright’s designs. They split the home into functional spaces, separating living areas from the more private bedroom areas, through a lowered and raised portions. Split-Levels have a front door with a landing, and

stairs going to each of the split levels. As in the Ranch base, Split-Levels focus on the horizontal planes and are popular among families.

The Raised Ranch style can be one (1) or two (2) stories with one story below grade and the second level above, often above an attached garage. Raised Ranches have a partially below grade basement with visible windows that are asymmetrical and have some detailing, such as porch supports or shutters. They can be modified to incorporate many other styles of architecture through detailing, and other styles’ notable features.

Happy Hollow Heights has many examples of Ranch Style homes and their variations, such as 337 Laurel Drive shown in Figure 19 or 317 Hollowood Drive in Figure 20.

<sup>44</sup> Craven, Jackie. "Guide to Mid-Century Homes, 1930 to 1965." ThoughtCo, Feb. 16, 2021, [thoughtco.com/guide-to-mid-century-homes-177108](https://www.thoughtco.com/guide-to-mid-century-homes-177108).

<sup>45</sup> Craven, Jackie. (2021, August 3). House Style Guide to the American Home. Retrieved from <https://www.thoughtco.com/house-style-guide-american-home-4065233>

<sup>46</sup> National Register of Historic Places Registration Form – Happy Hollow Heights Historic District, October 2015



- 1) Rectangle Shape
- 2) Horizontal
- 3) Large Windows
- 4) Attached Garage
- 5) Deep Eaves
- 6) Brick & Siding

Ranch Highlights				
Roofs	Construction	Building Materials	Doors	Windows
Low-Pitched Gable Roof	Horizontal	Brick	Sliding Glass Doors	Large Windows – Picture Window, Double Hung
Deep Eaves	Rectangle, L-Shaped or U-Shaped	Wood		
	Attached Garage	Siding		

**Further Mid-Century Resources**

Indiana Landmarks - <https://www.indianalandmarks.org/historic-houses/>

Section 8: Historic Commercial

Commercial structures over time have seen many changes of styles and are often some of the most notable structures in many places across Indiana. The main street storefront is often a look into the past for store advertising, merchandising and the popular styles of the time.<sup>47</sup> Storefronts were one (1) story with an upper floor for residences or offices. They had unique window patterns, cornice details, large windows and often had recessed entries. While this is common style for many main street storefronts, not all follow these guides. This section is to demonstrate an example of what many historic storefronts look like. Storefronts, often like residences, changed styles with the time of construction or renovation showing additions that are a combination of architectural styles.

Historic Commercial Highlights				
Roofs	Building Materials	Entrances	Windows	Detailing
Flat	Brick	Recessed Entrances (Shelter Patrons)	Upper Floor Patterns	Detailed Cornices & Tiles
Parapets	Stone	Large Display Areas	Bay or Oriel Windows (Late 18 <sup>th</sup> Century)	Neon (1920s & 1930s)
Mansard Roof	Cast Iron Columns/Lintels	Signage, Sign Band	Display Windows (Early 19 <sup>th</sup> Century)	Corner Posts
	Aluminum (1920s & 1930s)		Colored Structural Glass (1920s & 1930s)	Awnings
	Terra Cotta		Transom Windows	Stone Detailing

## Chapter 3: Design Guidelines for West Lafayette-Historic Districts

### Section 1: Masonry

In considering the design of a historically contributed home, the ultimate goal should be to preserve and maintain materials original to the building. Like other exterior design features, masonry provides a highly visual guide to the historic era and style of a home. The following guidelines can help homeowners preserve the historic character of their dwelling, while still allowing for necessary updates.

#### Painting Masonry.

Historically painted buildings may be repainted to avoid “ghost paint” traces. Unpainted masonry and masonry features should be left unpainted.

#### Masonry Maintenance

Masonry should be cleaned only if there are major stains or paint build- up.

#### Terms in this Section:

Sandblasted  
Stucco  
Mortar, Mortar Joint  
Tuckpointed  
Spalled  
Terra Cotta  
Caulking

<sup>47</sup> S.I. (n.d.). *Building Exterior Storefronts*. Technical Preservation Services. Retrieved July 29, 2022, from <https://www.nps.gov/tps/standards/rehabilitation/rehab/store01.htm>

- If the staining or dirt is limited, it may be best to leave it alone.
- Do not introduce water or chemicals into brick walls.
- If stained, brick walls should be cleaned with mild detergent cleansers.
- Masonry should never be **sandblasted** or subject to any kind of abrasive cleaning.
- Brick, for example, should never be cleaned with high-pressure water that exceeds 300 pounds per square inch.



**FIGURE 21:** MASONRY DETAILS, AS SHOWN HERE AT THE JOHN AND JEAN BRAY HOUSE AT 701 N. CHAUNCEY, CONTRIBUTE TO ITS OVERALL HISTORIC CHARACTER AND STYLE (COLONIAL REVIVAL). THE SCROLLS HERE ARE TYPICAL OF CLASSICAL DETAILS SEEN IN COLONIAL REVIVAL ARCHITECTURE.

### Masonry Materials, Replacement & Repair

- Waterproofing and water repellent should only be used if absolutely necessary and should be water permeable.
- Bare masonry should not be coated in **stucco** or other coating material.
- Replacement **mortars** should be comparable with the original in strength, composition, color, and texture. The profile and style of the historic **mortar joint** should be matched wherever possible.
- If brick mortar is to be **tuckpointed**, mortar should be tested to determine its composition, and samples should be taken from several places. Varied samples ensure that, if the building has been repointed in the past, the new mortar will be compatible for the whole building.
- Only experienced professionals should use electric saws to remove damaged mortar.
  - The saw can slip and cause damage to the bricks or change the joint size.
- Bricks should be reused (not replaced) unless the bricks are excessively **spalled** or cracked.
- If replacement is necessary, replacement bricks should be as close to the original as possible in size, color, and texture.
- Replacement brick, like historic brick, should be one consistent color.
- Bricks surrounding past repairs, cracks, or alterations, should be left as they are.

### Stucco Maintenance & Repair

- Damaged stucco should be repaired wherever possible.
- A stucco mixture comparable to the original in strength, composition, texture, and general appearance should be used for repairs to the building.
- Stucco that is not original to the building, but has become a character defining feature, should be retained.

### Terra Cotta Maintenance & Repair

- **Terra cotta** should be inspected regularly to prevent possible problems with spalling and the chance of pieces falling off the building.
- Maintenance of terra cotta should include **caulking**, replacement of missing pieces, and repointing of the mortar joints with compatible mortar.
- Terra cotta should be cleaned in the gentlest effective manner, such as low-pressure water, mild detergent, and natural or nylon bristle brushes.

### Masonry Resources

Robert C. Mack and John P. Speweik, "Repointing Mortar Joints in Historic Masonry Buildings," Preservation Brief 2, National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>

Teel Patterson Tiller, "The Preservation of Historic Glazed Architectural Terra-Cotta," Preservation Brief 7, National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/7-terra-cotta.htm>

## Section 2: Wood Guidelines

A large number of historic homes in West Lafayette present wooden exteriors. This material is used across many styles, but especially in Queen Anne and Folk Victorian homes and Dutch Colonial Revival homes. Wood siding and wood architectural elements should be repaired and reused wherever possible, and replacement should only be done if absolutely necessary. The vulnerability of wood, however, often necessitates replacement or renovation.

### Terms in this Section:

Synthetic Materials  
Simulated Materials  
Water Blasting  
Rotary Sanding

### Wood Repair & Replacement

- Rotten sections of the siding should be removed and replaced with salvaged boards or new pressure-treated lumber of like size and texture to match the original.
- Rotten architectural elements unable to be repaired should be reproduced with pressure treated wood to ensure longevity.
- Convex, concave, and split wood siding can often be repaired without replacement.

### Wood Materials & Concealment

- The concealment of original wood siding with vinyl, aluminum, or other synthetic materials is not appropriate.
- Simulated materials may be used on the portions of a building not visible from a public way.
  - These materials must duplicate the original siding in width, depth, profile, and general appearance.
- If simulated sidings are used, all decorative details including corner boards, fish scale siding, ornate window trim, etc. must be duplicated or retained.

### Wood Maintenance

- Cleaning of wood siding should be undertaken in the gentlest manner possible with low-pressure water, natural bristle brushes, and a mild detergent.
- High-pressure water blasting, sandblasting, or the use of blowtorches is not permitted.
  - Rotary sanding may be an acceptable method if performed by an experienced professional.

## Section 3: Architectural Metals Guidelines

Metals are used in many exterior architectural details, including columns and capitals, window hoods, façades, stairways, and fences. These details are stylistically significant in historic homes. Original metalwork should be repaired and retained whenever possible. The biggest threat to these features is corrosion, but homeowners can take steps to repair existing deterioration and to prevent it in the future.

### Terms in this Section:

Splicing  
Patching  
Reinforcing  
Corrosion  
Rust Inhibiting  
Galvanic Corrosion

### Metal Replacement & Repair

- **Splicing, patching, or reinforcing** damaged areas can repair architectural metals.
- Metals should be protected from **corrosion** with proper drainage and (if appropriate) paint.
- To prepare metal to repaint, sand down to bare metal for a clean surface, apply two coats of **rust inhibited** primer followed by two coats of acrylic latex paint.
- Metal that is deteriorated beyond repair should be replaced with units that duplicate the original in form and detailing.

- Substitute metals may be used if the final project appears to be the same as the original.
- Be aware of possible interactions between metals that create deterioration, such as **galvanic corrosion** between iron and copper.

**Metal Maintenance**

- Metal should not be sandblasted.

**Metal Resources**

John G. Waite and Margot Gayle, “The Maintenance and Repair of Architectural Cast Iron,” Preservation Brief 27, National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/27-cast-iron.htm>

Section 4: Windows and Doors Guidelines

Original windows, doors and their characteristic elements including sashes, lintels, sills, shutters, decorative hoods, pediments, moldings, muntins, decorative glass, and historic glass should be retained, repaired and reused wherever possible. Windows or doors should only be replaced if they are deteriorated beyond repair or are not original.

**Windows and Doors Replacement & Repair**

- If replacement is necessary, new doors or windows should match the originals in size, design, material, scale, color, shape, texture, number of panes, and **muntin design**.
- **Removable flush muntins**, which do not have the same appearance as **true divided lights**, are inappropriate and should not be used.
- Any new **shutters** should be proportionate so that they would appear to cover the window opening if closed.
- Any new shutters should be **louvered** or paneled wood construction.
- If an opening is to be closed on a *brick structure*, **recessed brick** should be used to echo the opening.
  - **Lintels** and **sills** should be retained.
- If an opening is to be closed on a *frame structure*, appropriate siding that matches the existing should be used.
  - Fixed shutters may also be used to close an opening.
- **Storm windows** should fit the opening exactly, without the use of spacers, and should be compatible with the existing window pattern.
  - Metal storm windows and doors should be painted if used.
- **Screen** and **storm doors** shall be correctly sized to fit the entrance opening.
  - Door openings should not be enlarged, reduced or shortened for new door installation.
- **Security doors** added to the fronts of dwellings have minimal structural framework and provide a full view, so that the historic door is visible.

Terms in this Section:
Muntin Design
Removable Flush Muntins
True Divided Lights
Shutters
Louvered Construction
Recessed Brick
Lintels
Sills
Storm Windows
Storm/Screen Doors
Security Doors
Awnings
Window Hood Moldings

**Awnings**

- **Awnings** should be canvas or of similar woven materials in colors complimentary to the building.



**FIGURE 22:** AS SEEN HERE, WINDOWS ARE INTEGRAL TO THE HISTORIC STYLISTIC CHARACTER OF HOMES. THE CHARLES AND GERTRUDE RAWLS HOUSE, AT 545 HAYES STREET, HAS WINDOWS THAT UTILIZE MUNTIN DESIGN TYPICAL OF CRAFTSMAN BUNGALOW—THREE DIVIDED LIGHTS OVER ONE.

- Rectangular windows and door openings should have straight-across shed type awnings, *not* bubble or curved forms.
- Awnings over arched windows should be curved or rounded to match the openings.
- Any awning should not cover or conceal significant architectural details, such as **window hood moldings**, and should be attached with care so as to not damage original details and materials.

### **Windows and Doors Resources**

John H. Myers, "The Repair of Historic Wooden Windows," Preservation Brief 9, National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/9-wooden-windows.htm>

Sharon C. Park, "The Repair and Thermal Upgrading of Historic Steel Windows," Preservation Brief 13, National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/13-steel-windows.htm>

## Section 5: Roofs and Roof Elements

Roofs are a dominant feature in the visual and historic character of a building. These are not just highly visible from public rights-of-way, but also integral to the structural wellbeing of any dwelling. These structures should be preserved whenever possible; however, due to their centrality to structural integrity, repairs should be made whenever necessary. These can include the roof form itself, roof materials and tiles, shingles, and gutters.

- Roofs should be retained in their original shape and **pitch**, with original features such as **cresting, chimneys, finials, cupolas, cornices, brackets, dormers** and if possible with original materials.

### **Roof and Roof Element Replacement & Repair**

- Roofs may be re-roofed with substitute materials (such as **asphalt** or **fiberglass shingle**) in a pattern and color similar to the original if the original materials are no longer present or if the retention of original roof materials is not economically viable.
- Appropriate colors for new roofs include dark gray, black, brown or shades of dark red.
  - Red or green may also be appropriate for Craftsman Bungalow-era dwellings.
- Roofs should *not* have new dormers, roof decks, **balconies** or other additions introduced on the fronts of dwellings.
  - These types of additions *may* be added on the rear or sides of dwellings where they are not visible from the **public right-of-way**.
- Roofs of **split cedar shakes** are inappropriate in most cases and should not be used.

#### **Terms in this Section:**

Pitch  
 Cresting  
 Chimney  
 Finial  
 Cupolas  
 Cornice  
 Bracket  
 Dormer  
 Asphalt Shingle  
 Fiberglass Shingle  
 Balcony  
 Public Right-of-Away  
 Split Cedar Shakes  
 Ridge Vents  
 Gable  
 Downspout  
 Boxed-in & Built-In Gutters  
 Splash Block

### **Flat Roofs**

- Flat roofs should use soldered metal panels.
  - If the roof is not visible to the public right-of-way, rolled composition of EPDM (rolled rubber) roofing materials are acceptable.

### **Roof Vents & Skylights**

- Roofs requiring vents should have **ridge vents** rather than pot vents.
  - If pot vents are used, they should be sited at rear rooflines, and not visible from the public right-of-way.
- Skylights and vents original to the house should be preserved.
- Additions, skylights, and vents should not be added where they would be visible from the street.
  - Skylights should be flush with the rooflines and placed at rear rooflines or behind **gables** and dormers.

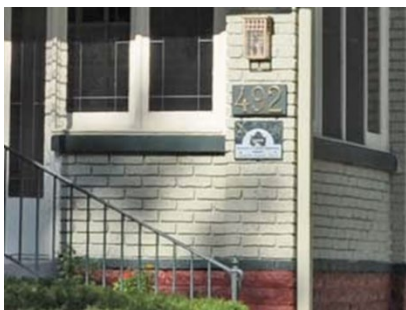
### Gutters & Downspouts

- The installation of gutters and **downspouts** should not result in the removal of existing eave features.
- **Boxed-in or built-in gutters** should be repaired rather than replaced, if possible.
- Half-round designs are the most historically accurate for replacement gutters.
  - If not readably visible, “k” or ogee designed gutters of aluminum or vinyl are acceptable.
- Downspouts should be located away from significant architectural features on the front of the building.
  - They should provide proper drainage to avoid water damage to the building.
  - Round downspouts are more appropriate than rectangular forms, though both are acceptable. Downspouts should extend at least 4 to 6 feet, or utilize a **splash block**.
  - Straps should be nailed under, not on top, of roofing material.

### Chimneys

- Original chimneys should not be removed or altered.
  - If necessary, they should be rebuilt according to the original design.
  - ⊖ They should be cleaned and repointed in accordance with the Masonry guidelines
- Chimneys should have clay, slate or stone **caps**.
  - Metal caps may be acceptable if they are not readably visible from the public right-of-way.
- Chimneys should not be covered with stucco or other covering materials.
  - A chimney on the rear of a building that is only marginally visible from public view may be removed and covered with roofing.
- Inoperable chimneys should be capped but not removed.

## Section 6: Exterior Elements – Porches, Entrances, and Trims



**FIGURE 23 :** AS SEEN HERE, 492 LITTLETON STREET USES IRON SPINDLEWORK RAILINGS ACCURATE TO THE ORIGINAL CONSTRUCTION OF THE HOME.

Entrances, porches and other exterior elements create the focal point of historic buildings or structures. While being a point of focus, they often act functionally by creating shaded zones or another “room” of sorts extending interior spaces outside. Porches are important to many architectural styles, showing off detailing, entryways and demonstrating defining features of the style. It is important to think about the exterior elements as they are often the first feature many see and an improper repair or alteration is very notable.

### Exterior Element Repair & Replacement

- Existing original **porches** and steps details, including **handrails, balusters, columns, brackets, spindlework, tiles, and gable decorations**, should be retained and repaired wherever possible.
- Features that are deteriorated beyond repair should be replaced with elements that duplicate the original in design and material.
- If the original porch columns and railings are missing, replacement porch columns and railings should be appropriate for the dwelling’s architectural style and period.

**Terms in this Section:**

Porch  
Handrail  
Baluster  
Column  
Spindlework  
Gable Decoration  
Zoning and Setback  
Regulations

- Porches that are not original to the structure, but have become historic in their own right, and contribute to the character of the property, should be retained and repaired.
- The reconstruction of missing porches should be based on photographs, written documentation, or physical evidence whenever possible.
  - If no clear evidence exists, porch design should err on the side of simplicity.
  - Homeowners can look to similar houses in design, style, and scale to visually inform their reconstruction.
- The size and scale of replacement trim, porches, or other decorative details should be appropriate for each individual building, and should match existing trim.

**Porches & Enclosures**

- Porches should be enclosed only if absolutely necessary and should conform to current **zoning and setback regulations**.
- Porch enclosures should harmonize with the architectural and historical integrity of the building, not damage or cover up historic materials or details.
- The reconstruction of missing porches should conform to all zoning and code requirements, such as setback, and railing height

**Trim & Other Decorative Details**

- Replacement trim should be based on historic photographs, other similar buildings in the neighborhood, or actual physical evidence.
  - If no evidence exists, trim should be simple in design and style so the new is not confused with the original.
- Simulated materials may be used to replace deteriorated elements which are beyond repair.
  - Materials must duplicate the original in width, depth, profile and general appearance.

**Exterior Elements Resources**

Aleca Sullivan and John Leeke, "Preserving Historic Wood Porches," Preservation Brief 45, National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/45-wooden-porches.htm>

**Section 7: Setting**

Setting of a historic property or building is important to setting the context of any repairs, alterations, or additions. The environment or area surrounding the historic element often has a deep relationship to how, what and when a historic structure or property was developed. Features of a setting may include streets, vegetation, lighting, yards, open space, driveways and more. Removing features of a setting can equally effect the historic property or structure as removing elements from the structure itself. It is important to take into consideration the surrounding setting and context before making alterations or repairs.

**Trees and Landscaping**

- Before any changes are made to plantings in the public right of ways between the sidewalk and the street, the property owner should contact the City Forester to ensure that changes comply with the local Tree Ordinance.
- Street trees should not be placed directly in front of the entrance to a building.

**Terms in this Section:**

Re-grading  
Carriage House  
Outbuilding

- Trees should be planted in increments *no less* than 25 feet on the center.
- Lawn decorations should be consistent with the period of the home and the neighborhood at large.
- The general landscaping configuration of the site should be maintained.
- **Re-grading** the site can alter the appearance from the street.
  - Mounds and other re-grading should be avoided.

### Lighting

- Exterior lighting should be low intensity and directed to specific areas.
- Lighting levels should be consistent throughout the neighborhood.
- Lighting should provide security without detracting from the district or any particular building.
- Historic lighting fixtures should be reused and repaired wherever possible.
- Replacement fixtures should duplicate the originals in design and materials.
  - If no photographic evidence of original light fixtures exists, new light fixtures should be compatible with the building's design, use, scale, size, and location.

### Fences and Retaining Walls

- Historic retaining walls should be repaired and retained wherever possible.
  - Historic finish that imitates stone should be finished and not covered.
  - Historic stone walls should be left unpainted.
- Historic fences should be repaired and retained wherever possible.
- New wood fences should be in picket, slat style, lattice. Wrought iron, when historically accurate, are also appropriate.
  - All fences should conform to current setback requirements.
- Fencing in the front yard should be shorter than three feet and should be appropriately painted. Tall privacy fences should enclose only the rear yard.

### Outbuildings

- Garages, **carriage houses** and other **outbuildings** that are original to the building or contribute to a property's historic character should be preserved and maintained.
  - Repairs should match the original structures.
- Original outbuildings should not be moved or relocated to another part of the lot.
- Original outbuilding doors should be maintained to the greatest extent possible but may be retrofitted with modern hardware and custom garage door openers.

### Other

- Swimming pools should be located at the rear or the sides of properties.
  - Lots should be appropriately paved and should be screened from view to maintain the historic character of the neighborhood.
- New driveways that access a property from the street should only be used in neighborhood where such driveways were originally common.

### **Setting Resources**

Charles Birnbaum, "Protecting Cultural Landscapes: Planning, Treatment and Management of Historic Landscapes," Preservation Brief 36, National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/36-cultural-landscapes.htm>

## Section 8: Paint

Paint often is period or style specific. It is important to consider more than just the type of paint or what is being painted. When painting consider colors and context. Paint can help restore and preserve many historical elements..

- A **Certificate of Appropriateness** must be obtained to paint a previously unpainted masonry building and its features, including brick, terra cotta, concrete and stone.
- A Certificate of Appropriateness must be obtained to paint previously unpainted metal building elements of copper, brass or bronze.

### **Painting Wood**

Surface preparation and paint type and quality are keys to weathering performance of painted wood. Surface preparation methods will affect historic wood surfaces only to the extent needed to provide appropriate surface for optimal adhesion of coating layers. The following steps are based on over ten years of research at Purdue University (which is ongoing) – including two actual case studies of historic houses painted with these methods (13 years since painting and still in good condition). This information will help owners determine what needs to be done and how ([www.agriculture.purdue.edu/fnr/faculty/hunt/index.htm](http://www.agriculture.purdue.edu/fnr/faculty/hunt/index.htm)).

Homeowners may find it difficult to determine how far to go with surface preparation prior to repainting their historic building. Proper and appropriate surface preparation of wood prior to a new paint coat will be the determining factor as to the length of the new paint coat's life. Lesser degrees of surface preparation produce lower performance lives of painted wood.

It is possible that paint accumulation on houses built before 1978 will contain lead-base paint. Lead is a health hazard and precautions should be taken if coatings of lead-base paint are disturbed.

### **How Far to Go? Assessing Paint Cost**

On several representative paint surfaces, test the existing paint adhesion with a carbide-tipped paint scraper. If the paint comes off easily or the paint is alligatored (deep cracks through paint thickness), go to B (remove all paint). If adhesion is strong and patches of loose paint few, then proceed with A (Standard surface preparation for repainting).

#### **A. Repaint: Standard Surface Preparation**

1. Scrape (using a carbide-tipped scrapper rather than a steel-tipped one) all loose paint from the building, then lightly sand to feather the edges of scraped areas. Then lightly sand all surfaces for better paint adhesion.
2. Scrub all surfaces with water—be sure all dirt and chalk is removed. Use a mild detergent if needed. Rinse well. *Note: Pressure/power washing should only be used if great care is taken. The pressure should be at a low enough setting so that no damage is done, and the stream should be directed downward against siding so that water does not get trapped in stud cavities under the siding.*

Allow to dry for two sunny days.

3. If mildew is present, it can be killed with a solution of one-part bleach to two or three-parts water. Scrubbing may be necessary. Rinse and allow to dry.

4. If existing paint is oil/alkyd (most common on old buildings), prime coat and then repaint with alkyd. *Note: Determine if existing paint is oil/alkyd by breaking a paint chip between fingers. If it has a brittle crack or snap, it is oil/alkyd. If the chip is pliable, it is latex.*
5. If existing paint is latex (see note above), prime coat and then repaint using 100% acrylic latex primer and paint. *Note: If it isn't known what paint was previously used, utilize an oil/alkyd primer followed by one or two topcoats of 100% acrylic latex paint.*

## **B. Repaint: Removal of Existing Paint**

This method is necessary if heavy paint build-up (alligatoring), peeling, and flaking is present. There are several methods for removing all paint from a building. It is necessary to weigh the pros and cons of each before selecting a method (or methods) to use. Refer to the following for a thorough discussion of paint removal methods: [www.agriculture.purdue.edu/fnr/faculty/Hunt/index.htm](http://www.agriculture.purdue.edu/fnr/faculty/Hunt/index.htm)

### *Painting Bare Wood*

1. Lightly sand the surface (including new replacement material) with 50 to 80-grit paper. A roughened surface holds paint better than a planed surface.
2. Wipe surface with a tack cloth or fine stream of water to remove excess dust from sanding.
3. Liberally brush on a paintable water repellent preservative, particularly in joints and drip edges. For replacement material pieces, soak ends in the water repellent preservative for 30 seconds. Let dry.
4. Minimize exposure of treated wood surfaces to the elements, then use a prime coat of 100% acrylic latex primer.
5. Minimize exposure of the primed wood surfaces to the elements, then apply two coats of 100% acrylic latex semi-gloss paint. Minimize exposure between coats.

### *A Note on Color*

*A Certificate of Appropriateness is not required to determine paint colors on buildings in historic districts, as paint colors are not permanent. If public funds are involved in the building's rehabilitation, however, it is required that the Historic Preservation Officer review and approve the choice of paint colors. The Community Development Department staff is available for consultation of paint color choice. Owners may also find it helpful to review historic paint color schemes offered by reputable paint companies.*

### **Paint Resources**

Anne E. Grimmer, "Dangers of Abrasive Cleaning to Historic Buildings," Preservation Brief 6, National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/6-dangers-abrasive-cleaning.htm>

Kay D. Weeks and David W. Look, "Exterior Paint Problems on Historic Woodwork," Preservation Brief 10, National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/10-paint-problems.htm>

Sharon C. Park, "Maintaining the Exterior of Small and Medium Size and Historic Buildings," National Park Service/U.S. Department of the Interior. <http://www.nps.gov/tps/how-to-preserve/briefs/47-maintaining-exteriors.htm>

## Section 9: Moving Historic Buildings

The location of an historic building sets the context of the dwelling's history. The setting and context for a group of historic buildings creates a historic district. Historic buildings should only be moved as a last resort. Excessive relocation of

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buildings in any one historic district creates a false visual history. Note that relocated buildings are typically ineligible for the National Register and moving a building already listed on the Register can result in its delisting.

- The building moved must be in danger of demolition at its present site, or its present context be so altered as to have lost significance.
- The relocated building should be compatible with the architectural styles, scale, materials, mass, and proportions of its new neighbors.
  - If possible, the building should be moved within its district to a new site similar to the old.
- **Protective covenants** should be attached to the building and a plaque should be placed on the building indicating its moving date and original location.

## Section 9.1: Demolition of Historic Buildings

*Demolition may be considered under the following circumstances:*

- The building is deemed beyond all feasible economic repairs.
- The building has deteriorated to such a poor state that the building is considered an immediate threat to health and safety.
- The building is non-historic, of Non-contributing status, and has no historical or architectural significance *in the opinion of the Historic Preservation Commission*.
- The owners of the building would suffer extreme hardship to repair the building or be permanently deprived of *all* beneficial uses of or return from the property.
- Removal or demolition of existing historic buildings or portions of historic buildings to create a plaza, arcade or open space in *not* appropriate.

*Note: The demolition of portions of a building may be considered under special circumstances.*

*If a Demolition Permit Is Granted:*

1. The building should be documented with black and white photographs of the building, structure, principal elevations, architectural elements, and other features of both the interior and exterior.
2. Important architectural features and building materials should be salvaged for reuse in other projects.
3. The amount of ground disturbing activity should be minimized to avoid damage to possible unknown archeological resources.
4. Neighboring buildings that share party walls should not be damaged.
5. The site should be properly cleaned and reseeded if no building will replace the existing structure.
6. If a new building is to be built on that site, it must conform to the Infill Guidelines within the historic district.
7. Demolition must conform with Demolition Ordinance No. 87-11. *This ordinance requires the following:*
  - The applicant must post a sign on the property that clearly states the applicant's intention to demolish Group I, II, or III historic structure listed in the West Lafayette Inventory of Historic Places, which can be found at the West Lafayette Public Library or on the West Lafayette Historic Preservation Commission website.
  - The applicant must provide notice of the request to the West Lafayette Redevelopment Commission.
  - A public hearing before the Board of Public Works and Safety to hear public comment on the proposed demolition must be held.

## Section 9.2: Adaptive Rehabilitation

- Window air-conditioners should be located in windows on the rear or sides of dwellings rather than on the front.
  - Installation of such window units should not result in the removal or replacement of the original window sash or surround.
- Mechanical systems should be located where they are not readably visible.
- If visible on the sides of buildings, mechanical systems should be screened preferably with shrubbery, but fencing or lattice panels are also acceptable.
- Mechanical equipment such as electrical conduits, gas meters, cable TV connections, satellite dishes, etcetera, should be located on the rear or side of a building.

## Section 10: Additions on Historic Buildings

Ideally historic buildings' forms and size would not be altered. The inhabitation of such buildings, however, sometimes necessitates additional space. Additions are acceptable only when they are placed at the rear or side of the original building and are not readily visible from the street. Additions must be built in a manner that has minimal impact on the building's historic character. It is also important, for homeowners to distinguish any addition from the original structure as not to cause a false visual history.

- Additions should not cover, destroy, or require the removal of significant architectural details, and their construction should not alter the original roofline of the building.
- No portion of the building shall be removed, if such removal would destroy important character defining features of the building.
- Additions should impact the exterior walls of the original as minimally as possible, so that the addition could be removed without damage to the basic structure and appearance of the building.
  - When possible, building additions should use existing door and window openings for connecting the addition to the dwelling.
- The scale, height, size and mass of the addition should relate to the existing building, and not overwhelm it.
- The addition should be secondary (smaller and simpler) than the original.
- Additions should be of a compatible design in keeping with the original's roof shape, materials, color and location of window, door and cornice heights, etc., but should not blend so well that no one can tell it is an addition.
  - The original building's mass and form should still be distinguishable.
- Additions should not imitate an earlier historic style or architectural period and should be discernable as products of their own time.
- New additions to existing buildings should be kept to a minimum and should not be visually jarring or contrasting.
- Additions should not be made to the public façade of existing buildings.
- Rooftop additions should be set back from the wall plane so as to be as inconspicuous as possible when viewed from the street.

## Section 11: Infill and New Construction in Historic Neighborhoods

With the expansion of economic and community development across rural areas in the United States, it is important to make historic districts and neighborhoods adaptable to change. This should not be at sacrifice of the historic, cultural, and aesthetic value of these areas. The historic preservation commission should exercise power in order to allow coexistence of old and new structures in the same area.

### **Setback**

- The setback from street and side property lines established by adjacent or contiguous buildings must be maintained.
- If the new building is to be located on a corner, setbacks on both intersecting streets should be considered.
- If the setbacks of buildings vary, the new structure should be located within the average range formed by all but the most extreme variations in setback distances.
- A variance may be necessary because of modern zoning and setback requirements.
  - In the event of a conflict between the requirements of the historic district and the zoning district, the more restrictive requirements shall apply as determined by the County Board of Zoning Appeals.

### **Façade Orientation**

- The site orientation of new buildings shall be consistent with that of adjacent buildings and shall be visually compatible.
  - Directional expression shall be compatible with surrounding buildings, whether that expression is vertical, horizontal, or non-directional.
- New buildings should not be at angles to the street or have a façade that does not face the street, unless this is characteristic of the neighborhood.
- New buildings should have entrances on the front of the building, unless such entrances are uncharacteristic of the neighborhood.
- New buildings should have entrances on a similar scale and sense of formality as the other surrounding buildings on the street.
- Entrances should not be hidden, obscured, missing, or ambiguous; they should be consistent with the site's context. Porches and other projections should be in a similar scale to other houses on the block.
- The relationship of entrances and porch projections to sidewalks of a building must be compatible to the buildings, squares, and places surrounding the new building.

### **Size & Scale**

- New buildings must be constructed to a height which is compatible with the height of adjacent building or buildings within the historic district.
- The height of new buildings in historic districts should be within the middle of the range of the highest and lowest buildings on the block.
  - Uncharacteristic heights should not be considered in determining this range.
- On corner sites, heights should be considered on both intersecting streets affected by the new building.
- The size of a new building, its mass in relation to open spaces, and its windows, door, openings and appurtenances, accessories, should be visually compatible with the surrounding buildings
- The relationship of the width of the new building to the heights of the front elevation should also be taken into consideration.
- Porch and cornice heights are often the most important parts of the overall scale of the structure.

### **Mass**

- The total mass of a new structure should be compatible with the surrounding buildings.
  - The massing of sections of the new building should be characteristic of surrounding buildings.
- Total coverage of a site should be avoided unless doing so is compatible with the surrounding context.
  - If smaller units are desired, duplexes should be considered.
  - If a larger building is necessary, it can be broken into smaller sections to maintain a visual feel of smaller buildings.

### **Roof Shape**

- The roofs of new buildings shall be visually compatible, by not contrasting greatly with the roof shape and orientation of surrounding buildings.
- The direction a building's main mass faces is often an important feature in determining the shape of a roof.

### **Style, Design & Overall Appearance**

- Originality and uniqueness of design are encouraged.
  - Historic styles should not be imitated but can be used for inspiration.
  - Historic districts are historic because of real historic buildings.
- New construction should be distinguishable from historic buildings in the district.
  - Avoid styles, motifs, or details for eras that predate the district, or are more appropriate for other areas or towns.
- New buildings in an historic district should be built with foundations of similar height to the surrounding buildings.
- The approaches to the buildings should be similar to surrounding buildings.

### **Rhythm**

- When a definite rhythm along a street is established by uniform lot, building width, or bay patterns within a building façade, infill buildings should maintain the rhythm.
  - The regularity, or lack of regularity, should be respected.
- Windows and doors should follow the patterns of arrangement and direction on other buildings in the district.
  - The proportions of solid building-to-glass generally found in the district should be respected.
  - Creative use of windows is still possible, while respecting the patterns of windows in the district.
- The relationship of width to height of windows and doors and the rhythm of solids to voids in new buildings shall be visually compatible with the surrounding buildings.
- Plazas, arcades, landscape and open space may be appropriate components of new construction when the design of such development contributes to the overall character of the district and the streetscape, and the new construction is generally consistent with the design guidelines in terms of height, scale, roof shape, proportion, materials, color, and orientation.
- Large open spaces should not be created where none existed historically.
  - Large holes are uncharacteristic of historic districts, and disturb the traditional pattern of the street.

### **Building Materials**

- The relationship and use of materials, texture, details and material colors of a new building's public facades shall be visually compatible with or similar to those of adjacent buildings, or shall not contrast conspicuously.
- The dimensions, textures, and patterns of building materials should not conflict with those of surrounding historic buildings.
  - Natural and traditional materials are generally preferred, including wood siding, stucco, stone, and brick.
  - The materials of the surrounding buildings should be considered.
    - For example, a brick house should not be built in a neighborhood of primarily wood houses.
- Historic materials salvaged for other buildings should be avoided because they can bring a false historic appearance to a newly built building.

### **Outbuildings**

- New outbuildings should be discernable as products of their own time, but should be consistent with the overall feel of the neighborhood and the primary structure of the property.
- Architectural features consistent with the primary structure may be used on the outbuilding, allowing it to compliment the historic structure.
  - A date stone of the outbuilding would help to avoid confusion.

- Garages that are not original to the property, but have become historic in their own right, should be maintained with the features original to that structure.
- If photos of original outbuildings exist, the new buildings can be based on the design of the old.
- The scale, height, size and mass of the outbuilding should relate to the existing building, and should not overwhelm it.
  - If garages are to be attached as an addition, the garage should not blend so well that no one can tell it is an addition.
  - The garage should not cover important architectural features.
- Outbuildings should be located behind existing historic buildings unless other locations are common in the district.
  - Garages should be toward alleys unless driveways from the street were historically in the neighborhood.

## Section 12: Life and Safety Codes

### **Rule 8**

Rule 8 of the Indiana Fire Prevention and Building Safety Commission allows for exceptions for historic buildings, either listed on the National Register or State Register, or determined eligible for the State Register by the Division of Historic Preservation and Archeology. This rule allows a point system, based on the type of building, its usage, and safety features of the building all to be considered in determining whether it meets code requirements. To use Rule 8, an architect must be involved with the project, and both a structural and fire safety evaluation are required.

### **Indiana Building Code**

Indiana uses the International Building Code with the State of Indiana amendments, and also follows the International Residential Code with Indiana amendments for 1 and 2 family dwellings. Additions and major renovations that do not utilize Rule 8, the Indiana Building Rehabilitation Standard, must comply with all current building codes on the state level. Rule 8 is a method of evaluating an existing building to insure adequate fire and life safety while permitting rehabilitation change of use, occupancy or location without full compliance to the criteria of new construction.

### **Local Ordinances**

Additions and major renovations must also comply with all applicable local ordinances and regulations for both the zoning district and the historic district, and any other building codes. In the event of a conflict between the requirements of the historic district and the zoning district, the most restrictive requirements shall apply, as determined by the County Board of Zoning Appeals.

## Section 13: Accessibility

The Americans with Disabilities Act requires all buildings that meet certain criteria to be accessible to everyone. There are exceptions in this act that relate only to historic buildings. The act requires all barriers be removed if removal is “readily achievable,” meaning easily accomplishable and able to be carried out without too much expense or difficulty. In order for public buildings to go above and beyond the minimum required by the ADA, please consult AccessIndy, an organization that unites cultural and museum institution professionals to expand inclusivity.

- Architectural barriers are physical barriers to access of any kind, including steps, turnstiles, narrow doors, sidewalks that do not have curb cuts, or the close arrangement of furniture.

- Communication barriers are often part of the physical structure, such as telephones mounted too high for people in wheelchairs, absence of Braille markings on elevator buttons, and alarms that have only audio signals.

### **Requirements for All Buildings Except “Qualified” Historic Buildings:**

- All newly constructed buildings and facilities be readily accessible.
- All altered portions of existing buildings and facilities be removed when it is “readily achievable” to do so.
- All barriers to accessibility in existing buildings and facilities be removed when it is “readily achievable” to do so.

### **Priorities for Consideration:**

- A prominent public entrance, preferably the main entrance, and all-important public spaces should be accessible.
- Access to goods, services, and programs should be provided.
- Accessible restroom facilities should be provided.
- Access to amenities and secondary spaces should be created.

### **Changes to Historic Buildings should meet the Secretary of the Interior’s Standards for the Treatment of Historic Properties:**

- Historic materials and features should be retained wherever possible.
- Accessibility alterations should be in scale with the property and visually compatible.
- Alterations should be reversible.
- The design of the alterations should be in scale with the property and visually compatible.

### **Process for Qualified Historic Buildings:**

1. Contact the Redevelopment Department of the City of West Lafayette and Indiana Division of Historic Preservation and Archaeology to determine if the building is a “Qualified” historic building.
2. A list of items of non-compliance and a description of historic features should be created.
3. Approval is also required by the State of Indiana Fire and Building Services.

### **Buildings Required to Conform:**

- Commercial facilities.
- State and local government entities.
- Places of public accommodation, including:
  - Hotels, motels, inns, or similar place of lodging.
  - A restaurant, bar, or other establishment that serves food or drink. A bakery, grocery store, clothing store, shopping center, or similar retail establishment.
  - A Laundromat, dry-cleaner, bank, barber shop, beauty shop, travel service, shoe repair service, funeral parlor, gas station, office of an accountant or lawyer, pharmacy, insurance office, professional office of a health care provider, hospital, or other similar establishment.

### **Exceptions:**

- Private clubs.
- Religious institutions.
- “Qualified” historic buildings (listed on or eligible for the National Register of Historic Places or designated under state or local law).
  - Historic buildings may be exempted if making the building readily accessible would threaten or destroy the building’s historic significance, subject to review by the Indiana Division of Historic Preservation and Archaeology.
- Some small in-home businesses, such as a Bed and Breakfast with five or fewer rooms with an owner living on the premises.

### **Some Alternatives to Physical Changes:**

- Making goods, services, facilities, privileges, advantages, and accommodations, available through alternative means.
- Have a clerk retrieve items that cannot be reached by an individual in a wheelchair.
- A clerk can meet a customer at the door to receive or return goods.
- Restaurants can offer take out or home delivery.

### **Changes to Provide Access for Wheelchairs:**

- A wheelchair lift.
- Permanent ramps.
- Minor regarding of an entrance.
- Raising the floor.
- Beveling thresholds over ½ inch.
- Add an accessible addition.
- Add an elevator.

### **Alternative Minimum Requirements for “Qualified” Historic Buildings:**

- **Accessible Route.** Only one accessible route from a site access point, such as a designated parking space for the disabled, to an accessible entrance is required.
  - A ramp with a slope of no greater than 1:6 for a run not to exceed 2 feet may be used as part of this accessible router to an entrance.
  - Normally the maximum allowable slope is 1:12.
- Temporary ramps that are removable can be used.
- Assistance items, such as Stair Trac units, can be used to transport visitors in wheelchairs up flights of stairs.
- **Accessible Public Entrance.** Only one accessible public entrance must be provided.
  - If it is determined that no entrance used by the public can meet normal accessibility standards, then an alternative building entrance should be identified by signs and left unlocked during hours of operation.
- **Public Restrooms.** If public toilets are provided, then only one accessible unisex toilet facility must be provided along an accessible route.
- Only the publicly used spaces on the level of the accessible entrance must be made accessible.
- **Displays/Written Information.** Displays and written information must be located where a seated person can see them.
  - Horizontal exhibits and signs should be no higher than 44 inches above the floor surface.
- Accessible entrances can be put on the rear or side doors.

## Section 14: Hazardous Materials

### **Asbestos:**

Asbestos is a natural material that was commonly used in the past and may exist in historic buildings. This material was used in plaster, siding, roofing, flooring, insulation of pipes, and many other building materials. The material is now known to be hazardous if it is crumbling or deteriorating. Generally asbestos is not hazardous if it is intact. Removal of asbestos may be expensive and is not always necessary. Asbestos can often be covered with another material to avoid the danger. If asbestos is to be removed proper handling procedures, protection of workers, and disposal requirements must be followed.

## **Lead Paint:**

Lead in paint is a toxic material that was commonly used on buildings until it was banned in 1978. Lead paint was used both on exteriors and interiors of buildings. Lead is a hazardous material that can be ingested and cause developmental delays, blindness, nervous system problems, or even death. Lead paint is only dangerous if it is chipped and crumbling. Children ingest lead paint dust from toys and pacifiers. Some children will also chew on lead-painted woodwork and other surfaces in accessible locations. Lead dust can also be a concern around the exterior of buildings where children play.

Historic and older properties can be made safe for children without the removal of significant historic features following the Secretary of the Interior's Standards for the Treatment of Historic Properties. Lead paint can be removed, encapsulated, or painted over without the removal of historic features to make a home safe for children. Current laws require the disclosure of possible lead paint to new owners of a property.

### *Lead Paint Recommendations:*

1. Identify the historic significance of the building and architectural character of its features and finishes. Priorities to Consider:
  - a. Highly significant features and finishes that should always be protected and preserved;
  - b. Significant features and finishes that should be carefully repaired or, if necessary, replaced in-kind or to match all visual qualities; and
  - c. Nonsignificant or altered areas where removal, rigid enclosure, or replacement should occur
2. Undertake a risk assessment of interior and exterior surfaces to determine hazards from lead and lead-based paint. Risk assessment includes considering the following:
  - a. Location of paint.
  - b. Condition of paint.
  - c. Lead content of paint and soil.
  - d. The type of surface and whether it is accessible to children for chewing.
  - e. How much lead dust is actively present.
  - f. How the family uses and cares for the house.
  - g. The age of the occupant who might come into contact with lead paint.
3. Evaluate options for hazard control in the context of historic preservation standards. Consider the following options:
  - a. Interim controls, including paint stabilization.
  - b. Hazard abatement, including paint removal

## Section 15: Mid-Century Modern

Mid-Century Modern structures and buildings were an important to the evolution of the modern-day home. When repairing, altering or making additions to buildings in the Mid-Century style, architects' notable features and the historical period are important to be respected in the context of any changes.

### **Materials**

- Maintenance of commonly used materials should be of importance.
- Materials should be replaced with similar or Mid-Century Modern materials.

### **Additions**

- Additions or alterations should be appropriate to the style of Mid-Century Modern.

## Section 16: Storefronts

Storefronts are often some of the most recognizable pieces of architecture, and many can point to a specific building or structure in their communities that is a notable commercial structure. They have prominent features and play a significant role in the community. It is important to take into consideration the year of construction, architectural style, and potential unique features specific to the storefront.

### **Removal of Non-Historic Elements**

- Inappropriate or Non-Historic elements such as false mansard roofs, historic cladding and other non-historic alterations may be removed to reveal historical elements of the storefront.

### **Alterations**

- Alterations should not remove or alter storefront features so that defining historic character is lost or diminished.
- Storefronts should not be changed to appear residential in nature or character.
- Introduction of non-historically correct elements should be avoided, and any new elements should take into consideration the character and historic style of the storefront.
- Location change or significant alteration of the storefront's main entry should be avoided.
- New designs should be compatible to the historic context, such as size, scale, color, materials and detailing.

### **Existing Materials**

- Historic materials should be maintained and protected.
- Evaluation of condition should be considered prior to removing, repair and maintenance.

### **Repair**

- Repairs should be limited to the replacement of compatible or in-kind materials to the materials or element missing or deteriorated.

- Replacing entire storefronts should be avoided.
- Substitute materials should be similar or the same in visual appearance and not create any adverse reactions with historical elements.

## Glossary

### A Terms

- **Anchor**—A metal clap that helps to prevent walls from bulging. Often ornamental in appearance.
- **Apron**—A piece (decorated or plain) of interior trim found directly below the **stool** of a window.
- **Arcade**—A series of **arches** supported by **columns** or **pillars** that creates a covered passageway.
- **Arch**—A curved structural element used to span an opening, and sometimes support weight above it. Arches are classified according to historic style criteria based on the shape of the curve.
- **Architrave**—The lowest beam in an **entablature** that spans from **column** to column. It rests directly upon the **capitals** of the columns.
- **Areaway**—The sunken area around a basement window or doorway. In addition to allowing access to a basement or cellar, it helps admit light and fresh air for ventilation.
- **Arris**—The sharp edge formed by two intersecting surfaces; the sharp edge of a brick.
- **Asbestos**—A group of naturally-occurring minerals that are separated into durable threads for building materials.
- **Ashlar**—A squared building stone characterized by its high quality finish and thin **mortar joints**. In carpentry, it is known as the short stud between sloping **rafters** and **joists**, usually found near **eaves**.
- **Asphalt shingles**—**Shingles** made of heavy **asbestos** or rag roofing felt, saturated with asphalt and coated with mineral granules on exposed surfaces.
- **Asphalt siding**—Dwelling siding made from rag felt, saturated with mineral granules on the exposed surfaces. It is manufactured in shingle form, in rolls, or in panels with an insulated **backing**.
- **Awning window**—A window that is hinged at the top and swings outwards.

### B Terms

- **Backing**—Stone, brick, or other masonry materials that form the unexposed side of a dwelling wall.
- **Balconet**—A slightly projecting, ornamental railing around the lower portion of a window; a false **balcony**.
- **Balcony**—A projecting platform found above the ground level of a building. It is typically enclosed with railings to allow safe passage.

- **Balloon framing**—A construction system for the frame of a building in which the **studs** extend in one piece from the top of the **foundation sill plate** to the top plate. Floor **joists** are nailed to the stud and are supported by horizontal boards. It is an efficient construction system based in the nineteenth century.
- **Baluster**—One of a series of short **pillars** or other uprights that support a handrail. They are often vase-shaped in appearance.
- **Balustrade**—A series of balusters connected by a handrail. These are seen on **staircases**, **balconies**, and **porches**.
- **Bargeboard**—A board (sometimes richly ornamented) placed on a roof or **gable's** incline to conceal the ends of **rafters**.
- **Baseboard**—A plain or molded board that covers the gap between an interior wall and the floor. It protects the base of a wall from scuff marks, cleaning marks, etc.
- **Base molding**—A **molded** strip that runs along the top edge of a **baseboard**.
- **Base shoe**—A **molded** strip that conceals any gap between the bottom of a **baseboard** and the floor.
- **Batten**—A narrow board used to cover gaps between siding boards or **sheathing**. It braces and stiffens boards joined edge-to-edge, as in a batten door.
- **Bay window**—A projecting window space with an angular plan.
- **Beam**—One of the principal horizontal timbers in a wood framed building. Its primary function is to support horizontal loads such as floors or **rafters**.
- **Bearing wall**—A wall that supports a significant vertical load (such as a floor, roof, or ceiling).
- **Belcast eaves**—A curve in the slope of a roof at the **eaves**. In addition to its aesthetic appeal, it protects the exterior walls of a dwelling from excessive rainwater running off the roof.
- **Board-and-batten siding**—Siding that consists of long vertical boards and thin strips to conceal any gaps between the boards (**battens**).
- **Bolection molding**—A **molding** used to conceal and decorate a **joint** caused by two surfaces intersecting at different levels.
- **Bow window**—A rounded **bay window**.
- **Brackets**—Projecting support structures found under **eaves** or other **overhangs**. These can be plain or decorated.
- **Breezeway**—An architectural feature that allows passage between structures, like an outdoor hallway. Breezeways can have a roof structure between two (2) structures or constructed like a tunnel or hallway between rooms/wings.
- **Brick**—A solid **masonry** unit, usually of clay and molded into a rectangular shape. The clay is baked in a kiln to harden it, give it mechanical strength, and make it resistant to moisture.
- **Building paper**—A **sheathing** paper (usually tar-impregnated) used on roofs and walls of buildings as a protectant against the elements.
- **Built-up roofing**—A roof covering constructed by layers of saturated felt, cloth, or **building paper**. The roof is then finished with a coat of sand or gravel. This type of roofing is typically restricted to buildings with **low-pitched** or **flat roofs**.
- **Bungalow (c. 1880-1950)**—An architectural form characterized by its overall simplicity of design, broad **gables**, **dormer windows**, **porches** with square **piers**, and **elephantine** porch posts. This form can take on a number of styles, as demonstrated in Chapter 2.

- **Butterfly Roof** – A roof formed by two (2) gables sloping inward, creating a central point or valley. The gables angle upwards, like a butterfly’s wings, and can be varying in angle and length.

## C Terms

- **Cabling**—Surface ornament resembling a cable or rope with twisted strands.
- **Cantilever**—A projecting **beam, girder**, or other structural member supported at one end. It is used to support **balconies**, extended **eaves**, and other extensions on a building.
- **Cantilevered Overhang** – The overhanging of a second story past the footprint of the original structure and/or first floor.
- **Capital**—The topmost structural member of a **column** or **pilaster**. Its decoration helps classify the column or pilaster style.
- **Carport** – A covered structure used to protect vehicles from the elements. Carports can be free-standing or attached and have only one (1) or two (2) walls for ventilation.
- **Casement**—A **window sash** that opens on hinges fixed to its vertical edge.
- **Casement window**—A window containing two **casements** separated by a **mullion**.
- **Casing**—The finished, visible framework around a door or window.
- **Cavetto**—A concave molding in a quartered circle or ellipse shape.
- **Cement mortar**—A mixture of cement, lime, sand, or other aggregates with water. It is used in **plastering** and bricklaying.
- **Certificate of Appropriateness**—Commonly referred to as a COA, it is an official document that represents that approval has been granted to a property owner who has gone through the required review process with the Historic Preservation Commission for work on a property located within a local historic district.
- **Chair rail**—A wooden **molding** that runs along the interior wall at the level a chair would reach. It protects **plastered** or papered walls from scuffmarks and other damage.
- **Chamfer**—A beveled edge on the corner of a **post** or wall. It may take the form of a flat surface, grooved surface, or elaborately **molded** surface.
- **Chimney**—A structure containing one or more flues (ducts for ventilating smoke and fire) from a fireplace, furnace, or boiler to the outside. These can take on a variety of styles.
- **Chimney bar**—A horizontal metal bar above a fireplace supporting the masonry above it.
- **Chimney cap**—A concrete capping on the top of a chimney to protect it from the elements. These caps are often decorative in appearance, especially in **Tudor Revival** homes.
- **Chimney shaft/stack**—The part of the **chimney** visible above the **roofline**.
- **Cladding**—A descriptive term used for any exterior wall covering.
- **Clapboard**—A type of **siding** that consists of boards thicker on one edge than the other. The bottom edge of one board will overlap the top edge of the board below.
- **Classical columns**—Columns based on the ancient Corinthian, Ionic, and Doric orders.
- **Coffering**—Decoration on a ceiling formed by recessed panels.
- **Colonnade**—A small, slender column. They are usually decorative, rather than structural, in purpose.
- **Colonial Revival (c. 1880-1960)**—An architectural form characterized by a balanced **façade**, emphasized front entrances using pediments, porticos, and classical columns, and **double hung**

**windows** with multiple **panes** in one or both sashes. These dwellings can take on many styles, as seen in Chapter 2.

- **Colonnade**—A series of regularly spaced **columns** forming an open passageway.
- **Colossal column**—A **column** that reaches more than one story in height.
- **Column**—A **pillar**, circular in plan, that provides decoration and structural support.
- **Compound arch**—An arched entry formed by a series of concentric and progressively smaller **arches** within one another.
- **Concrete**—A material made by mixing **cement** or **mortar** with water. When hardened, it possesses great structural strength.
- **Concrete Aggregate** – A decorative style of concrete with visible small stones/pebbles. Concrete aggregate is often used on sidewalks, driveways and patios.
- **Conical roof**—A cone-shaped roof. Often seen in turrets or towers in Queen Anne Victorian homes.
- **Console**—An ornamental bracket with an ‘S’ shaped scroll form, used to support a door or window **hood** or other decorative element.
- **Coping**—The uppermost course of a wall.
- **Corbel**—A projecting brick (sometimes carved or ornamented) that supports floor and roof beams or other structural elements.
- **Corbel arch**—An arch-shaped construction composed of masonry elements that advance inward as they rise on both sides of a wall opening.
- **Corbelling**—A series of projections, each stepped out further than the one before it.
- **Corner blocks**—Blocks positioned at the corners of window or door cases.
- **Corner boards**—Boards placed at the corners of exterior walls to provide a neater appearance and to protect the ends of siding.
- **Cornice**—The projection at the top of a wall, typically richly ornamented in **molding** or other techniques.
- **Coupled windows**—Two closely spaced windows that function independently but visually form a pair.
- **Crenellation**—A decorative element that simulates the square space cutouts of defensive parapets. These can be seen in **Tudor Revival** or Gothic Revival homes.
- **Crest**—The ornamental ridge along the top of a screen, wall, or roofline. These are purely decorative, not structural.
- **Crown molding**—Refers to the finish of a **molding**, typically in the areas of transition between a wall and ceiling.
- **Cupola**—A bell-shaped structure on a roof or dome.
- **Curtain Wall Construction** – A curtain wall construction uses vertical support columns with beams connecting the columns for added strength.
- **Cutaway corner**—A corner formed by the intersection of three wall surfaces.
- **Cut roof**—A pitched roof with a flattened top instead of a ridge.

## D Terms

- **Dentils**—Series of small, square blocks found on many **cornices, moldings**, etc.
- **District**—A significant concentration, linkage, or continuity of sites, structures, buildings, or objects that are united historically and visually by plans.
- **Door frame**—The part of a door opening to which a door is hinged. The door frame consists of two vertical members (called **jamb**s) and a horizontal top member (called a **header**).
- **Dormer**—A vertical window that projects from the slope of a roof, usually provided with its own roof.
- **Double hung window**—A **window** with two **sashes**.
- **Downspout**—A pipe that carries water from gutters to the ground or a sewer connection.
- **Drain tile**—A pipe (typically made of burnt clay or **concrete**) on a gravel bed at ground level, used to drain subsurface water away from **foundations** and basement walls.
- **Drip molding**—An external, horizontal **molding** over an opening such as a door or window. It is designed to discharge water and keep it from the wall surface.

## E Terms

- **Eave**—The portion of the roof which projects beyond and overhangs the walls.
- **Eclecticism**—An architectural style term that involves the free use and amalgamation of forms and details from any historic style. It is particularly prevalent in the latter part of the nineteenth century in the United States.
- **Elephantine columns**—Broad, square columns that taper toward the top. This style is commonly found in **Bungalow** homes.
- **Ell**—An extension formed at a right angle to the length of a building.
- **Engaged column**—A **column** that stays in direct contact with a wall. Half the column appears submerged in the wall while the other half extends from it.
- **Entablature**—A term to describe an elaborate horizontal band and **molding** supported by **columns**; typically refers to Classical architecture.

## F Terms

- **Façade**—The principal face of a building.
- **Face stones/bricks**—The exposed stones or bricks of a wall
- **Facing**—Any non-structural material (wood, stucco, plaster, metal, terra cotta, etc.) that acts to cover a rough wall surface.
- **Fanlight**—A semicircular or fan-shaped window with a radiating glazing bar system. This is usually found over entrance doors.
- **Fascia board**—A flat board used to cover the ends of **rafters**.

- **Fenestration**—A term used to describe the arrangement of windows and other exterior openings on a building.
- **Finial**—An ornament that caps a **gable**, **hip**, pinnacle, or other architectural feature.
- **Fixed Glass** – Glass in a solid pane that cannot be moved and/or opened.
- **Fixed sash**—A fixed-frame window that does not open.
- **Flashing**—Refers to the placement of pieces of non-corrosive metal around wall and roof junctions as a means of preventing leaks.
- **Flat roof**—A roof that has almost no pitch; just enough so that rain and melting snow can drain.
- **Fluting**—Vertical, concave channels on columns, pilasters, and other surfaces.
- **Footcandle**—A unit of light intensity equal to the amount of light falling on a one-square foot area.
- **Footing**—An enlargement at the base of a **foundation wall** or **pier**. It transmits load weights to the soil below. It is typically made of **concrete**.
- **Forecourt** – A open area for pedestrians, visitors or residents before the main entry of the home/structure.
- **Foundation**—The part of a structure that is in direct contact with the ground and transmits the load of the structure to the earth; the substructure of a building.
- **Foundation walls**—Walls (typically poured concrete, but also concrete block, brick, or rubble masonry) that enclose a basement or crawl space and support the building above **grade**.
- **Four-over-four**—A **double-hung window** with four panes of glass over four panes of glass.
- **Framework**—The various supporting members that form a structure’s skeleton.
- **French door**—A door characterized by glass panes throughout its entire structure.
- **Frieze**—The structural element between the **architrave** and **cornice**. It is typically a decorative band or board, richly ornamented.
- **Furring**—Strips of wood or metal that are attached to wall **studs** so that a level surface is formed.

## G Terms

- **Gable**—The triangular end of an exterior wall in a building with a **ridged roof**.
- **Gable roof**—A sloping roof that terminates in a gable at one or both ends.
- **Gable trim**—The ornamental trim on a **gable**, ranging from simple sawn wood to elaborate **gingerbread** or **spindle** work.
- **Gambrel roof**—A roof with a double slope on each side; characteristic of Dutch Colonial Revival homes.
- **Gingerbread**—An elaborate wood saw ornament with rich lace-work, curves, and scrolls. Often used on **gable trim**.
- **Girder**—A large, principal horizontal wood (or metal) structure used to support concentrated vertical boards.
- **Glazing bars**—Another term for **muntins**.
- **Grade**—The point where the foundation wall meets surrounding soil.
- **Grille**—A grating or openwork barrier used to cover (and decorate) a wall or floor opening, such as a floor vent.

- **Gutter**—A channel of wood or metal that runs along the **eaves** of a house; used for catching and carrying off rainwater and melting snow.

## H Terms

- **Hip**—An external angle formed by the intersection of two sloping roof surfaces.
- **Hip roof**—A roof formed by four pitched roof surfaces; especially common in **Bungalow** homes.
- **Hood**—A protective (and sometimes decorative) cover found over doors and windows.

## I Terms

- **Imbrication**—The weather-tight covering formed by overlapping rows of tiles or **shingles**. It forms distinctive surface patterns depending on the tiles or shingles used.
- **Impervious surfaces**—Surfaces that allow little or no runoff from precipitation; surfaces that do not allow precipitation to filtrate into the subsurface.
- **Inglenook**—A nook, or recessed space in a dwelling’s interior meant to contain shelves and seating.
- **Inlaid work**—A decorative field formed by inlaying or setting small pieces of material into a larger matrix.

## J Terms

- **Jamb**—One of the vertical members at each side of an opening such as a **door frame**, **window frame**, or fireplace.
- **Joint**—The junction between adjacent surfaces. This can refer to any place where two structural elements are held together by nails, fasteners, **cement**, **mortar**, etc.
- **Jointing**—The use of **mortar** as horizontal and vertical spacing between adjacent **bricks**.
- **Joists**—Horizontal framing elements that run parallel to each other from wall to wall. Floor joists provide a supportive framework for floors; ceiling joists provide a base for **furring**.

## L Terms

- **Landing**—A platform between flights of stairs, often placed to change the direction of a stairway.
- **Lath**—Wood, metal, or other strips that are attached to framing elements and used as a supportive base for **plaster**, tiles, **shingles**, and other building materials.
- **Lattice window**—A **window** with diamond-shaped panes.
- **Latticework**—Openwork produced by interlacing or crossing **lath** or other thin strips of iron or wood.
- **Leaded glass**—Small panes of clear (or stained) glass held into position by lead strips.
- **Lean-to roof**—A single-pitched roof carried by a higher wall.
- **Lintel**—A horizontal structural member that supports a load over an opening.

## M Terms

- **Maintenance**—To keep in an existing state of preservation or repair.
- **Mansard roof**—A roof that has two slopes on all four sides; an extended form of the **gambrel roof**.
- **Mantelpiece**—The fittings and ornamental embellishment surrounding a fireplace.
- **Masonry**—Work constructed by a mason using stone, **brick**, **concrete**, tile, or similar structural materials.
- **Metal roofing**—Roofs made of tin-plate, terne-plate, zinc, lead, galvanized iron, or corrugated steel.
- **Metal shingles**—**Shingles** constructed of sheet metal that is typically galvanized, tin-plated, or terne-plated.
- **Miter**—An angular shape formed by the intersection of two oblique structural elements of similar size.
- **Miter joint**—A joint formed by **miters**.
- **Modular Construction** – A type of construction that creates modules that can be independent of each other, moved or built as a combined unit.
- **Molding**—A continuous decorative band; serves as an ornamental device on both the interior and exterior of a structure. It helps obscure the joint where two surfaces meet.
- **Mortar**—A mixture of **plaster**, cement, lime, and a fine aggregate; used for **pointing** and bonding **bricks** or stones. A typical lime mortar consists of one-part shaked lime to six-parts sand.
- **Mortise**—A term used to indicate any rectangular cavity cut into a structural element. It receives a projecting part from another element.
- **Mortise-and-tenon**—A joint composed of a **mortise** and a tenon (projection).
- **Mullion**—A large vertical member separating two **casements**; the vertical bar between **coupled windows**; the central vertical member of a double-door opening.
- **Multiple roof**—A roof consisting of a combination of roof forms. This is often seen in Queen Anne homes.
- **Muntin**—A thin strip of wood used for holding panes of glass within a window. Muntins come in a variety of designs.

## N Terms

- **Newel**—The post supporting a handrail at the top and bottom of a staircase.
- **Niche**—A recess in a wall; may contain a piece of sculpture or other decorative element.
- **Normal repair**—Repair resulting from normal wear-and-tear over time.

## O Terms

- **On-center**—A means of spacing structural elements by measuring from the center of one element to the center of another.
- **Order**—A style of **column** and its **pediment**. The most common are Corinthian, Doric, and Ionic.
- **Oriel window**—A **bay window** located above the first floor level, usually supported by **brackets** or **corbels**.
- **Ornamental plasterwork**—Carved or molded decorative **plaster**, especially on **moldings, panels, cornices**, and decorative ceilings.
- **Outlet ventilator**—A **louvered** opening that provides ventilation in the **gable** end of a building.
- **Outshot**—A small extension wing built against the exterior wall of a dwelling.
- **Overhang**—The projection of one story beyond the one below; the part of the roof that extends beyond the wall plane.

## P Terms

- **Palladian window**—A window composed of a central arched **sash**, flanked on either side by smaller **side lights**. Also referred to as a Venetian window.
- **Pane**—A single piece of window glass. Windows are described by their pane organization, such as **four-over-four** or **six-over-six**.
- **Panel**—A sunken or raised portion of a wall, ceiling, mantel, or door with a frame-like border.
- **Paneled door**—A door with one or more recessed **panels**.
- **Paneling**—A wall or ceiling decoration consisting of a series of **panels**.
- **Parquetry**—A decorative system wherein geometrical pieces of wood or stoned are formed into patterns; typically at least two colors or materials are used to create texture.
- **Parting strip**—A vertical strip of wood used to separate the **sashes** of a window.
- **Partition**—An interior wall that separates adjacent rooms in a building without supporting a vertical load.
- **Patio**—A paved, usually shaded area adjoined or enclosed by a dwelling's walls, used for outdoor living or entertainment.
- **Patterned brickwork**—Bricklaying formed into various patterns through the use of different **brick** materials and colors.
- **Pediment**—A triangular section framed by horizontal **molding** on its base and two sloped moldings on each of its sides. It is used as a crowning element for doors, windows, **niches**, etc.
- **Pendant**—A hanging ornament.
- **Pinnacles**—A small, ornamental structure, often rising above a building's roof, capping a tower, or the like.
- **Pier**—One of the square **pillars** supporting an **arch**; the solid mass between two openings in a building; vertical supporting elements that are part of a building's **foundation**.
- **Pilaster**—A rectangular **column** or very shallow **pier** attached to a wall for decorative purposes.
- **Pillar**—A structural support form.
- **Pitch**—Refers to the slope of a roof; a roof's steepness (or lack thereof).
- **Pivoted window**—A window whose **sash** rotates on centrally located pivots.

- **Planks**—Long, heavy pieces of timber; generally refers to all boards more than one inch thick and six or more inches wide.
- **Plaster**—A mixture of lime, gypsum, or cement with sand and water; applied in a moist state to walls, ceilings, etc.
- **Plaster base**—The surface to which **plaster** is applied.
- **Plasterwork**—Any finish or decorative element formed from plaster.
- **Plates**—Horizontal pieces of timber in a wall used to support **rafters**, ceiling **joists**, etc.
- **Platform framing**—A framing system in which **studs** extend only one story at a time, and the floor **joists** of each story rest on the top plates of the story below.
- **Pointed arch**—An arch composed of two curves with radii equal to its width.
- **Pointing**—A treatment of masonry joints wherein they are filled with high quality **mortar**, to improve its structural soundness or appearance.
- **Porch**—A covered entrance; a semi-enclosed space projecting from the **façade** of a building.
- **Porte-cochere**—A covered entrance that projects far enough across the driveway so that automobiles can pass through easily.
- **Portico**—A covered walkway supported by **columns** or **pillars**.
- **Post**—Any stiff, vertical, isolated upright made of wood, stone, or metal. Posts are used to support a superstructure.
- **Post bracket**—A projection at the top of a **post**.
- **Preserve**—To apply measures to historic buildings to maintain and sustain the existing materials, integrity, and form of a building.
- **Public right-of-way**—Any portion of a structure visible from public land; all preservation guidelines are based on this perspective.
- **Pyramid roof**—A roof with four steeply-pitched sides.

## Q Terms

- **Queen Anne (c. 1880-1910)**—A Victorian style characterized by irregular massing and plans, color and texture variety, **porches** with decorative **gables**, and frequent use of **bay windows**.
- **Quoins**—Large stones or pieces of wood used to decorate and accentuate the corners of a building.

## R Terms

- **Rafters**—The sloping structural members of a roof upon which the covering is fixed. They can be covered or remain exposed at the ends.
- **Rainwater head**—The enlargement near the top of a **downspout**.
- **Recessed entry**—An entry inset beyond the main wall of a dwelling.

- **Reconstruct**—To recreate a historic building that has been damaged or destroyed; to erect a new structure with historic, archaeological, and architectural elements.
- **Rehabilitate**—To repair a structure and make it usable again while still preserving portions of the property that are historically and culturally significant.
- **Remodel**—To change a building without regard to its distinctive features and style. This often includes the substitution of new materials and forms.
- **Renovate**—To repair a structure and make it usable again, without attempting to restore its historic appearance or duplicate original construction methods or material.
- **Repousse**—Ornamental metal relief work produced by hammering metal into a form on its reverse side.
- **Restore**—To return a building to its form and condition as dictated by a specific period of time, using materials that are as similar as possible to the original ones.
- **Ridge**—The horizontal line formed when two roof surfaces meet.
- **Ridge beam**—The topmost horizontal member of a roof frame into which **rafters** are connected.
- **Ridge cap**—A wood, metal, or shingle covering that encapsulates the ridge of a roof.
- **Ridged roof**—A roof primarily made up of ridges.
- **Rolled roofing**—A roofing material made by asphalt-saturated felt and covered by a layer of harder asphalt mixed with asbestos or other fibers. It comes in rolls for easy use.
- **Roofing tile**—A building material (fired clay, concrete, or asbestos) used in roofing.
- **Roughly-squared masonry**—**Masonry** constructed of rough-hewn square stones; less finished in appearance than **ashlar masonry**.
- **Rubble masonry**—Masonry using rubble or roughly-quarried stones; usually used for crude walls or as a backing for face stones.
- **Rustication**—Stone blocks separated by deeply beveled joints.

## S Terms

- **Scrollwork**—Any ornament that is ‘s’-shaped in design.
- **Scuttle**—A hatchway or opening, equipped with a cover, in a ceiling.
- **Shaft**—The section of a **column** between the base and **capital**.
- **Sheathing**—Diagonal, horizontal, or spaced boards nailed to wall **studding** or **rafters** to act as a base for finished **siding**.
- **Shingles**—Thin, rectangular pieces of wood or other material used in overlapping rows as a means of covering walls or roofs.
- **Shutters**—Solid blinds on either side of a window; may be operative or ornamental.
- **Side light**—A long, fixed **sash** located beside a door or window.
- **Siding**—Any type of finish covering on a building’s exterior.
- **Sill**—A **frame** member that forms to the lower side of an opening, such as a window or door.
- **Sill plate**—The lower horizontal member that rests on the **foundation** and forms the lowest part of a structure’s frame.

- **Site**—Location of a significant event, historic activity, building, structure, or object, where the location itself possesses historic, cultural, and archaeological value regardless of the value of any existing structure there.
- **Six-over-six**—Used to describe a **double hung window** with six panes of glass in each of its two **sashes**.
- **Skillion Roof** – A type of roof with a single sloping surface. These types of roofs are common on sheds.
- **Skylights** – A type of window horizontal to the roof. Skylights provide another source of natural lighting and can be often found in restrooms, closets and living areas.
- **Slate shingles**—Flat roofing shingles made of slate.
- **Sleepers**—Strips of wood laid over a concrete floor, providing a base to which flooring may be nailed or glued.
- **Soffit**—The exposed underside of **arches, cornices, balconies, beams**, etc.
- **Spalling**—Removing fragments or chips from **masonry** materials.
- **Spindle**—A single rod on a **balustrade**.
- **Stabilize**—To protect a building from deterioration by making it structurally secure, while maintaining its current form.
- **Stickwork**—A construction method wherein major **framing** elements are placed on top of the exterior siding. Sometimes these elements are simply decorative.
- **Stonework**—**Masonry** construction in stone
- **Stoop**—An entrance platform with steps leading up to it. Usually associated with a front doorway.
- **Stop**—The vertical strip on which a window **sash** rests.
- **Stucco**—An exterior wall treatment consisting of a mixture of Portland **cement**, sand, lime, and water. It is characterized by its rough, dotted texture.
- **Studs**—In wood structures, the slender vertical members used in wall and **partition** construction.
- **Subfloor**—Round boards or plywood sheets that are nailed directly to floor **joists**. Subfloors serve as bases for the finish flooring.

## T Terms

- **Terra cotta**—A fine-grained, fired clay product used ornamentally on building exteriors. It is usually brownish red in color.
- **Textured shingles**—A modern **shingle** designed to look more historically accurate.
- **Threshold**—A wood or metal strip, or piece of stone, under a door. It is used for weather protection.
- **Tie**—Any structural member used to hold two parts together.
- **Toe joint**—A joint characterized by a horizontal member receiving another member at an acute angle.
- **Toenailing**—A means of securing two members by driving nails, spikes, or brads in at an angle.

- **Tongue**—The projecting rib along the edge of a member that fits into a corresponding indentation on another member.
- **Tracery**—The ornamental work in an upper part of a window (usually arched), consisting of interlacing lines.
- **Trim**—The decorative finish around a door or window.
- **Tudor Revival (c. 1890-1940)**: An architectural style characterized by steeply pitched gabled roofs, gabled entryways, multi-paned, narrow windows, tall chimneys, and decorative half-timbering and/or masonry.
- **Turret**—A small, slender tower, often located at the corner of a building.

## U Terms

- **Underpinning**—The structural support system beneath the ground floor of a building.

## V Terms

- **Vault**—An **arched** ceiling or roof.
- **Veneer**—A decorative layer of brick, wood, or another siding material to cover inferior structural materials.
- **Veranda**—A roofed space attached to the exterior wall of a house, supported by **columns**, **pillars**, or posts.
- **Verge**—The edge of a **gable**.
- **Voissoir**—A wedge-shaped stone used in the construction of an arch.

## W Terms

- **Wall ties**—Metal strips of wire used to connect wall facing to wall backing.
- **Weatherboard**—A type of **cladding** characterized by beveled overlapping boards; a popular wood siding in early American domestic architecture.
- **Weather strip**—A piece of wood, metal, or other material installed around a window or door opening to protect the interior of a dwelling from the elements.
- **Wheel window**—A round window with **glazed bars** radiating from its center.
- **Window frame**—The fixed frame of a window, set into a wall to receive and hold the window and its associated parts.
- **Window sash**—The framework into which the **panes** are set.
- **Wing**—A parallel extension to a building

- **Wood shakes**—Hand-cut wood shingles, typically irregular in surface texture.
- **Wood shingles**—Thin, long pieces of wood that taper from one end to the other. They are a consistently popular roofing material in the United States.

City of West Lafayette, Indiana

Budget Report - YTD

January 31, 2023

Row Labels	Original Appropriation	Transfers/ Adjustments	Revised Budget	YTD Expensed	Encumbrances	Available Budget	% Used
1010 General Fund	18,356,865	173,302	18,530,167	1,407,891	667,492	16,454,785	11%
2010 Motor Vehicle Highway (MVH)	1,930,290	257,751	2,188,041	117,447	96,141	1,974,453	10%
2015 MVH-Restricted	105,000	964,164	1,069,164	10,382	37,873	1,020,909	5%
2020 Local Road & Street	378,600	52,421	431,021	26,566	48,930	355,525	18%
2040 Parks and Recreation	1,648,933	7,630	1,656,563	116,276	46,741	1,493,546	10%
2090 Economic Development IT	2,856,965	210,051	3,067,016	(95,380)	456,301	2,706,095	12%
2330 Law Enforce Continuing Ed	17,500	30	17,530	40	1,045	16,445	6%
2490 Public Safety LIT	1,187,426	128,905	1,316,331	20,019	86,910	1,209,402	8%
2540 Rental Housing Inspection	297,727	-	297,727	26,074	1,463	270,190	9%
2780 Fire Fighting	8,000	-	8,000	-	1,980	6,020	25%
4020 Cumulative Capital Dev	818,650	172,699	991,349	135,636	62,054	793,659	20%
4180 Coronavirus ARPA Fund	-	7,050,000	7,050,000	-	-	7,050,000	0%
8010 Fire Pension-1937	724,733	-	724,733	53,062	-	671,671	7%
8020 Police Pension-1925	782,126	-	782,126	57,959	-	724,167	7%
<b>Grand Total</b>	<b>29,112,815</b>	<b>9,016,952</b>	<b>38,129,767</b>	<b>1,875,972</b>	<b>1,506,929</b>	<b>34,746,867</b>	<b>9%</b>



## **Corporation Counsel**

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**February 6, 2023**

### **Legal Report For January 2023**

During January 2023, the following areas of note were addressed by the Corporation Counsel's office:

#### **General Legal**

Review of federal and state law regarding discrimination on basis of past income/salary regarding proposed Ordinance; Attend BOW, conference with dept heads, Mayor; Telephone call to MS regarding updated maps for redistricting, Telephone call to Area Plan Commission regarding same, Emails with CC and MS, Emails with councilor, Prepare map of new precincts; Conference with CC regarding council meeting, review of documents regarding council and agenda, attend council meeting; Review Spay/neuter agreement, comments to counsel; Review and notes/edits to proposed ordinance from Councilman, complete legal research regarding preemption on additions to ordinance; Review of emails and map regarding redistricting; Attend portion of staff meeting, conference with dept heads and Mayor; Final review and modifications to proposed ordinance by Councilman; conference with CC regarding same, email correspondence to Councilman regarding proposed ordinance with amendments and changes; Telephone conferences with Jen regarding HPC and ATO house; review of HPC procedures, state code, and municode; conference with CC regarding same; Review of HPC code regarding legal research on quasi-judicial obligations and communication with developer per CC; Attend to subpoena duces tecum; telephone call with Aaron Spolarich regarding response to Givans subpoena, email to conflict counsel; Attend to email correspondence from Councilman regarding municipal fine limitations; Attend BOW, conference with department heads, WLPD Chief regarding towing ordinance, conference with Mayor regarding council agenda items; Review of correspondence from counsel regarding Opioid litigation; Attend to email correspondence from Councilman regarding proposed ordinance; Attend to email correspondence from counsel regarding opioid litigation; Attend to animal control complaint from J. Walkey, Esq.; phone conference with Gabriel Eberhardt regarding accepting Givan matter for conflict purposes; Conference with CC regarding ordinance, initial review of proposed ordinance, attend to email correspondence from EE, telephone call to EE; Review of updated draft of proposed ordinance from Councilman; email correspondence to EE regarding same; Draft, edit and correct redistricting resolution; Attend to inquiry from mayor regarding HRC meeting scheduling; Conference with Mayor regarding staffing and PU cooperation; Final review and transmittal of Spay and Neuter provider, emails regarding same; Telephone conference with EE regarding proposed ordinances; Attend to Interlocal Agreement filing for Council, edits, emails reviewed. further edits; Review of Councilman Blanco proposed ordinance, review of 7th Circuit Case law

regarding same, email correspondence to Councilman Blanco; Conference with Mayor, attend BOW, conference with dept heads, conference with Mayor and DD regarding proposed legislation and PU issues; Review and update hold harmless agreement; brief review of Release for WLFD; Attend to Councilman Hardesty email correspondence, conference with CC regarding same; Attend to correspondence regarding opioids; review of proposed ordinance by Councilman Hardesty and Area Plan Commission, conference with CC regarding same; Attend to Salisbury Street & Grant Street Redevelopment Project; Attend to email correspondence from counsel regarding opioid litigation; email correspondence to Chief Harris and EE regarding same; Attend to Interlocal Agreement; Attend BOW, conference with Mayor regarding council agenda items, conference with PWD regarding Grant project; Attend to public record retention schedule questions via several emails.

### **Police Merit Commission**

Attend PMC meeting; review of agenda; conference with CC regarding PMC; email regarding promotions list.

### **General Development**

Attend conference with developer regarding Russell Street/ATO House development; meet with staff and developer; Salisbury/Grant Street Redevelopment project memo; Conduct settlement negotiations with S. Coffaro Esq regarding ExchangeRight; Conference with CC regarding HPC meeting, begin review of HPC remedies following denial of COA by Commission for CC, review of Code; Attend JB internal meeting, telephone conference with PU counsel; Continued attention to Landmark project with telephone, email contacts and review of consent issue for proceeding; Attend BOW, conference with dept heads, members, Mayor; Attend to Landmark with DD, Mayor, review emails; Email correspondence with Karen H. regarding ADA commission meeting; Attend ADA meeting; Review appraisal and telephone call to appraiser in ExchangeRight condemnation, telephone call, email from S. Coffaro Esq, email to court; Review of correspondence regarding ADA committee meeting; Conference with CC and Associate CA to discuss possible litigation regarding roadwork mistake/negligence; Review of file regarding potential litigation regarding Salisbury street issues; review of agreements with developer(s), etc.; Conference DD, staff regarding Enrichment Foundation, review for file materials, conference with CA regarding Bylaws; Complete review of Salisbury Road Design problem for litigation issues; begin possible litigation prepare; email correspondence to CC regarding strategy and planning; Conference with CC regarding levee development project status and possible meeting with EE; WL RDC; and developer.

Review of documents to support Salisbury claim, transmit same; Review agenda items and agreements attached, attend meeting, conference with staff; Draft Redistricting Tech Changes and Exhibit, emails with CC, email with councilor and Clerk; Provide BlockIDs to Clerk for municode.

## **Code Enforcement**

Continued attention to Redistricting with data review, compilation of documents, emails, telephone calls and conference; Look in to updating the code for towing; Attend to code addition regarding wage scales; Attend to drafts and approval of pre-demolition notice Ordinance; Attend to ordinance on tenant notice.

Review Complaint letters sent by Chrissa 1/5; Bob Rohrman citations research, phone calls and emails; Parking ticket phone call; and call to Chrissa to fix ticket; Review 30-day notices Chrissa sent and email Chrissa back about the letters.

## **Wastewater**

Conference with Mayor et al regarding Bairn settlement offer, related issues regarding future procedure for collection; Conference with paralegal regarding Marinov appeal response; review of Marinov appeal response; Begin draft of Appellee response in Marinov appellate matter; review of docket and other items; begin drafting; Continue drafting brief in Marinov appeal; review of caselaw regarding trial court discretion; Complete initial draft of Appellee Brief; review of initial response of Appellate Brief; email correspondence with paralegal regarding Appellate Brief regarding Marinov Case; Review of appellate rules and other items regarding appendices in Marinov appeal; email correspondence with ku regarding same; Review and comment on Agreement with IAW regarding easements; Marinov: Review and modifications to appellate brief, review of COA order, email correspondence with ku regarding same; Review and revise Marinov Appellees' Brief; Email correspondence with ku regarding appellate brief and documents in Marinov appeal, review of appellate rules and appendix, review and acceptance of ku modifications, review of rules pertaining to municipal code and review of municipal code regarding same; Attend to Brief revisions in Marinov, Emails with attorney; Attend to email correspondence from ku regarding Marinov appeal, conference with sk regarding same, begin final review of appendix, brief, et al; Revisions to Marinov Brief, Appendix; email with attorney; Revisions to Marinov Brief and Appendix, emails with CA; Review and acceptance of modifications by ku; add additional citations to municipal code in brief regarding Marinov, continue proof read on citations and references to record; Finalize Marinov appeal, review of legal citations, review of citations to appendices; review of proposed modifications by ku; Review of amended brief submitted by Marinov regarding appeal; Telephone conference with ku regarding appeal on Marinov, review of email correspondence from ku regarding same and deadlines; Telephone conference with Appellate Clerk regarding Marinov Brief filing, email to CA.

Respectfully Submitted,

*/s/ Eric H. Burns*

Eric H. Burns  
Corporation Counsel

**ORDINANCE NO. 01-2023**  
**HISTORIC PRESERVATION COMMISSION:**  
**BOUNDARIES, POWERS, DUTIES, GUIDELINES FINES AND PROCEDURES**

WHEREAS, the Common Council of the City of West Lafayette passed Ordinance 09-11 (Third Amended) which established an Historic Preservation Commission which had an initial purpose to solicit public input and formulate a draft of a Historic Preservation Ordinance for recommendation and submission to the Council; and

WHEREAS, the initial purpose of the Historic Preservation Commission has been fulfilled and the following is recommended by the Commission to the Council for its consideration and action.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE THAT:

First, attached hereto are the maps showing the boundaries of the Historic Districts that have been established by previous ordinance.

Second, there is added to the West Lafayette City Code Chapter 18, to read as follows:

**Article I. in General**

**Section 18.1. Definitions.**

The following terms shall have the following meaning unless a contrary meaning is required by the context or is specifically prescribed. Words in the present tense include the future tense. The singular number includes the plural, and the plural, the singular. The word "shall" is always mandatory. The word "person" includes a firm, a partnership, a limited liability company, or a corporation, as well as an individual. Terms not defined in this section shall have the meanings customarily assigned to them.

- a. **Alteration:** a material change in the external architectural features of any building, structure, or site within a historic district.
- b. **Certificate of Appropriateness (COA):** a document, similar to a building permit, issued by the Historic Preservation Commission to individuals or entities proposing to make exterior alterations to any property located within a Local Historic District.
- c. **City:** the City of West Lafayette, Indiana.
- d. **Classifications:**
  - (1) **Outstanding:** the "O" classification means that the property has sufficient historic or architectural significance such that it is listed, or is eligible for individual listing, in the National Register of Historic Places (the "National Register"). Outstanding resources can be of local, state, or national importance.

Notable: the "N" classification means that the property does not merit the outstanding rating, but it is still above average in its importance. A notable structure may be eligible for the National Register.

- (2) **Contributing:** the "C" classification means that the property is at least 40 years old, but does not meet the criteria for an "O" or "N" classification. Contributing properties are important to the density or continuity of the area's historic fabric. Contributing properties can be listed in the National Register only as part of a historic district.
- (3) **Non-Contributing:** property classified as "NC" is not included in a historic sites and structures inventory unless it is located within the boundaries of a historic district. Such properties may be less than 50 years old, or they may be older properties that have been altered in such a way that they have lost their historic character, or they may be otherwise incompatible with their historic surroundings. These properties are not eligible for listing in the National Register.

e. **Commission:** the Historic Preservation Commission established by this ordinance.

f. **Conservation District:** a district that conserves the character of a defined area through boundaries of which are described or delineated on a map and conservation guidelines approved in an ordinance adopted under this title. Demolition, Guidelines and Maps for Conservation Districts are approved and adopted by Historic Preservation Commission. Conservation Districts may include multiple or individual properties with or without structures.

g. **Demolition:** the complete or substantial removal of any building or structure located in a local historic district.

h. **Establishing Individual or Group:** means an individual or group that can pursue the establishment of a historic, local or conservation district via the district establishment process(es). Establishing Individuals or Groups means one of the following:

- (1) Individual and/or Group of Individuals within Proposed District
- (2) City Council
- (3) Historic Preservation Commission

i. **Historic Building or Structure:** refers to those buildings which are listed in the Tippecanoe County Interim Report (May 1990), the 2021 Historic Inventory (Conducted by the City of West Lafayette) and those buildings which are at least 50 years old and possessing identified historic or architectural merit.

j. **Interested Party:** means one of the following:

- (1) The Mayor
- (2) the City Council.
- (3) the Area Plan Commission or other agency having land use planning jurisdiction over the local historic district designated by ordinance.

- (4) a neighborhood association, whether incorporated or unincorporated, a majority of whose members are residents of a historic district designated by an ordinance adopted by the City Council.
- (5) an owner or occupant of property located in a historic district established by an ordinance adopted by the City Council.
- (6) Historic Landmarks Foundation of Indiana, Inc., or any of its successors.
- (7) The state historic preservation officer designated under I.C. 14-21-1-19.

k. **Interim Protection:** may be exercised to protect a historic building, structure, object or site from alteration or demolition. A historic building, structure, object or site under Interim Protection is subject to all regulations pertaining to buildings, structures, objects or sites located within established Historic Districts.

l. **Local Historic District:** a single building, structure, object, or site or a concentration of buildings, structures, objects, spaces, or sites, the boundaries of which are described or delineated on a map approved in an ordinance adopted under this title. Demolition, Guidelines and Maps for Local Historic Districts are approved and adopted by Historic Preservation Commission.

m. **Map:** a map created by establishing individual and/or group to demonstrate proposed and/or established district boundaries and associated information, as needed.

n. **National Register District:** a historic district listed on the National Register of Historic Places. It includes individual buildings, structures, districts, sites and objects that are considered to be significant in American history, architecture, engineering, archeology and/or culture. The National Register makes available specific federal and state tax incentives for preservation purposes, provides a limited degree of protection from the effects of federally assisted undertakings, and qualifies property owners for federal and state grants for preservation purposes, when funds are available.

o. **Offense:** violation(s) identified by West Lafayette Historic Preservation staff within a 24 hour period. Subsequent violation(s) identified outside of that time are considered additional violations subject to the same 24-hour threshold. There is no maximum number of violations considered as an offense, but each parcel is subject to the \$7,500 maximum fine threshold established in this ordinance and by IC 36 1-3-8.

p. **Preservation Guidelines:** criteria, locally developed and adopted by the West Lafayette Historic Preservation Commission, which identify local design concerns in an effort to assist property owners in maintaining the character of the designated district or buildings during the process of rehabilitation or new construction. Guidelines adopted shall be informed by the following, but not limited to: Secretary of Interior Standards Rehabilitation and Treatment Guidelines, City of West Lafayette Preservation Commission, Primary Sources for Historic, Conservation and Local District Guidelines, Public Works Construction Standards Guidelines and Indiana Historic Preservation Code.

q. **Public Way:** any avenue of public travel or right of way. This includes alleys, sidewalks, streets, and any public facility or property owned or with an easement or similar rights by the City of West Lafayette, Tippecanoe County, the State of Indiana, or the Federal Government. For purposes of regulation, three sides (the front, and two sides) of properties are considered viewable from the public way excluding corner and irregular lots. Corner and irregular lots require all four sides (front, two sides, and rear) of the property to be considered viewable from the public way. Visual barriers such as landscaping, fencing, or other site features do not limit visibility from the public way.

r. **Routine Maintenance:** work for which no Certificate of Appropriateness is required.

s. **Streetscape:** appearance from a public way, the distinguishing characteristics of which are created by the width of the street and sidewalks, their paving materials and color, the design of the street furniture (e.g., street lights, trash receptacles, benches, etc.) use of plant materials such as trees and shrubs, and the setback, mass, and proportion of those buildings which enclose the street.

t. **Visual Compatibility:** those elements of design that meet the guidelines set out in Section 18-5 of this ordinance.

(Prior Code, 24.181; Ord. No. 19-13)

## **Section 18-2. Historic Districts, Conservation Districts and Guidelines**

a. Before a historic district or a conservation district is established and the building classifications take effect

the map described in Section 24.183 of this ordinance, setting forth the district's boundaries and building classifications, must be submitted by the Commission to, and approved in an ordinance by, the City Council.

a. Before a conservation district is established the guidelines described in Section 24.184 of this ordinance, setting forth the conservation district guidelines, must be submitted by the Commission to, and approved in this ordinance by, the City Council.

b. **Conservation District.** The establishment of a conservation district shall occur in two (2) phases. During the first phase, which continues for a period of three (3) years from the date any map and guidelines of the conservation district is adopted, a certification of appropriates is required only for activities specifically noted in the conservation guidelines.

(1) At the expiration of the initial three (3) year period, the first phase of the designation of the conservation district continues and the second phase does not become effective if a majority of the property owners in the district object to the Commission, in writing, to the requirement that Certificates of Appropriateness be issued for activities specifically noted in the conservation guidelines.

- (2) The objections of a majority of the property owners must be received by the Commission not earlier than one hundred eighty (180) days or later than sixty (60) days before the third anniversary of the adoption of the said map.
- (3) If the requisite objections are not received in a timely fashion, the second phase shall become effective as described above.
- (4) At or prior to the establishment of a conservation district(s), the Commission may require additional review, approval(s) and/or guidelines to be established.
- (5) Recommendation by Historic Preservation Commission membership or staff to advance a Conservation District (first phase local historic district and established guidelines) to a Historic District (second phase local historic district) may occur in writing or by majority vote during any Historic Preservation Commission meeting.

c. **Historic District.** The establishment of a historic district shall occur in two (2) phases. During the first phase, which continues for a period of three (3) years from the date any map of the Local Historic District is adopted, a certificate of appropriateness is required for only the following activities: the demolition of any building; the moving of any building; or any new construction of a principal building or accessory building or structure subject to view from a public way.

- (1) At the expiration of the initial three (3) year period, the first phase of the designation of the district continues and the second phase does not become effective if a majority of the property owners in the district object to the Commission, in writing, to the requirement that Certificates of Appropriateness be issued for the following activities:
  - A. a conspicuous change in the exterior appearance of historic buildings subject to the view from a public way by additions, construction, alteration, or maintenance involving exterior changes;
  - B. a change in walls and fences or construction of walls and fences, along public ways;
  - C. a conspicuous change in the exterior appearance of non-historic buildings
  - D. subject to view from a public way by additions, reconstruction, alteration, or maintenance involving exterior change.
- (2) The objections of a majority of the property owners must be received by the Commission not earlier than one hundred eighty (180) days or later than sixty (60) days before the third anniversary of the adoption of said map.
- (3) If the requisite objections are not received in a timely fashion, the second phase shall become effective as described above.

d. **Exclusion of paint colors:** In an ordinance approving the establishment of a historic district, changes in color of existing paint shall be excluded from the activities requiring the issuance of a Certificate of Appropriateness, defined in Section 24.186.

e. **Recording the Map of designation:** The map establishing boundaries of a historic district or conservation district may be recorded in the Office of the Tippecanoe County Recorder.

f. **Conservation District Guidelines;** Conservation District Guidelines shall be established to promote the conservation, development and redevelopment of historic buildings or structures and assist in creating compatible new development within the district. Conservation guidelines should include the following items but are not limited to: activities requiring certificate of appropriateness, statements of historical or architectural significance, conservation district boundaries, guidelines for development and conservation district objectives.

(Prior Code, 24.184; Ord. No. 19-13; altered in 2019 recodification)

State Law reference – Similar provisions, IC 36-7-11-19

### **Section 18 Article \_\_\_\_. Section \_\_\_\_.** Interim Protection

a. When submitting a map to the City Council to create a historic and/or conservation district under this ordinance, the Commission may declare one (1) or more buildings or structures that are classified and designated as historic on the map to be under interim protection.

b. Not more than two (2) working days after declaring a building or structure to be under interim protection under this section, the Commission shall, by personal delivery or first class mail, provide the owner or occupant of the building or structure with a written notice of the declaration. The written notice must:

- (1) Cite the authority of the Commission to put the building or structure under interim protection under this section
- (2) Explain the effect of putting the building or structure under interim protection; and,
- (3) Indicate that the interim protection is temporary.

c. A building or structure put under interim protection under subsection (a) remains under interim protection until the map is:

- (1) Submitted to; and
- (2) Approved in an ordinance or rejected by the City Council.

d. While a building or structure is under interim protection:

- (1) The building or structure may not be demolished or moved; and

- (2) The exterior appearance of the building or structure subject to view from a public way may not be conspicuously changed by:
  - A. Addition;
  - B. Reconstruction; or
  - C. Alteration.
- e. Under the recommendation of the Building Commissioner or designee, an emergency stop work order may be issued in the event that a historic building or structure, which is listed in the Tippecanoe County Interim Report (May 1990), the 2021 Historic Inventory (Conducted by the City of West Lafayette) and those buildings which are at least 50 years old and possessing identified historic or architectural merit, is proposed for demolition and has not been reviewed and/or approved by the Commission.
- f. **Interim Protected Buildings or Structures Demolition:** No demolition shall be approved for any building or structure under interim protection, under the following conditions:
  - (1) The Building Department shall give the Commission notice, within three (3) days of improvement location permit submission, providing the name, address, and contact information of the owner of the building or structure.
  - (2) Improvement Location Permit shall be placed on the agenda for input and discussion at the next scheduled meeting of the Commission.
  - (3) The applicant and/or owner may not begin demolition sooner than 45 days from the date of mailing of notice to the Commission.
  - (4) The Commission or designee, upon application, shall place notification on the property of proposed demolition in plain public view informing the public of the proposed demolition of the building and/or structure. Notice shall provide contact information for the commission or designee in a form as approved by the Commission. The Commission shall be notified of any inquiring individuals.
  - (5) The delay period (45 Days) of this section may be waived by the Board of Public Works and Safety upon an emergency based on danger to the public health, welfare or safety and/or finding that the building and/or structure has been substantially destroyed by fire, weather or other causes.
  - (6) The purpose of the 45-Day delay period is to allow the Commission sufficient time to notify the applicant/owner of the historical value of the building and/or structure and allow time to seek preservation of the building and/or structure via methods as noted in this ordinance.
  - (7) The Commission shall no longer have authority to prevent improvement location permit issuance after the required 45-Day delay period.
  - (8) This section shall not apply to buildings and/or structures within an established historic district.

### Section 18.3. Certificates of Appropriateness

a. **Certificates of Appropriateness required:** a Certificate of Appropriateness must be issued by or on behalf of the Commission before a permit is issued for, or work is begun on, any of the following:

- (1) Within the first phase of a two-phase establishment of a local historic district:
  - A. The moving of any building;
  - B. The demolition of any building; or
  - C. Any new construction of a principal building or accessory building or structure subject to view from a public way.
- (2) Within the second phase of a two-phase establishment of a local historic district:
  - A. The demolition of any building.
  - B. The moving of any building;
  - C. A conspicuous change in the exterior appearance of historic buildings subject to view from public way by additions, reconstruction, alteration, or maintenance involving exterior change.
  - D. Any new construction of a principal building or accessory building or structure subject to view from a public way.
  - E. A change in walls and fences, or the construction of walls and fences along public ways;
  - F. A conspicuous change in the exterior appearance of non-historic buildings subject to view from a public way by additions, reconstruction, alteration and/or maintenance involving exterior change.
- (3) Activities listed within the established guidelines of a conservation district.
- (4) New construction must be subject to the Visual Compatibility requirement specified within this ordinance and the West Lafayette Historic Preservation Resource Guide (as amended).

b. **An application for a Certificate of Appropriateness** shall be made to the Community Development or Redevelopment Department of the City of West Lafayette on forms provided by that office. All applicants shall be subject to the rules and requirements established by the Commission. Rules may include, but are not limited to, filing deadlines and application requirements. Detailed drawings, plans, or specifications shall be submitted to the extent reasonably required for the Commission to make a decision. Each application must be accompanied by sketches, drawings, photographs, descriptions, or other information showing the proposed exterior alterations, additions, changes, or new construction.

**Approval or denial of Certificates of Appropriateness:** the Commission may advise and make recommendations to the applicant before acting on an application for a Certificate of Appropriateness. If an application for a Certificate of Appropriateness is approved by the Commission, or is not acted on by the Commission within thirty (30) days after it is filed, a Certificate of Appropriateness shall be issued. If the Certificate is issued, the application shall be processed in the same manner as applications for building or demolition permits required by the City, if any are processed. If no building or demolition permits are required, the applicant may proceed with the work authorized by the Certificate. If the Commission denies an application for a Certificate of Appropriateness within 30 days after it is filed, the Certificate may not be issued.

The Commission must state its reasons for the denial in writing, and must advise the applicant. An application that has been denied may not be processed as an application for a building or demolition permit and does not authorize any work by the applicant. The Commission may grant an extension of the thirty-day limit if the applicant agrees to it. Where an applicant does not receive a Certificate of Appropriateness, the applicant shall have the right to one rehearing by the Commission upon submission of significant additional evidence or new information within 30 days of the Commission issuing reasons for denial.

c. **Criteria for considering effect of actions on historic buildings:**

The Commission, in considering the appropriateness of any reconstruction, alteration, maintenance, or moving of a historic building or any part of or appurtenance to such building, including walls, fences, light fixtures, steps, paving, and signs shall require that such work be done in a manner that will preserve the historical and architectural character of the building, structure, or appurtenance. In considering historic and architectural character, the Commission shall consider, among other things, the following:

- (1) Purposes of this ordinance;
- (2) Historical and architectural value and significance of the building, structure, site or appurtenance;
- (3) Compatibility and significance of additions, alterations, details, materials, or other non-original elements which may be of a different style and construction date than the original;
- (4) The texture, material, style, and detailing of the building, structure, site or appurtenance;
- (5) The continued preservation and protection of original or otherwise significant structure, material, and ornamentation;
- (6) The relationship of buildings, structures, appurtenances, or architectural features similar to one within the same historic district, including for primary areas, visual compatibility as defined in Section 24.188 of this ordinance The position of the building or structure in relation to the street, public right-of-way and to other buildings and structures.

e) On a granted Certificate of Appropriateness, a Certificate of Appropriateness shall be posted on the front of the building during the time the authorized work is being done.

(Prior Code, 24.186; Ord. No. 19-13)

State Law reference – Approval or denial of application of application for certificate of appropriateness, IC 36-7-11-12.

#### **Section 18.4. Staff Approvals**

- a. The Commission may authorize the staff of the Commission, on behalf of the Commission, to grant or deny an application for a Certificate of Appropriateness via an adopted resolution.
- b. The Commission shall specify by resolution the types of applications for Certificates of Appropriateness that the staff of the Commission is authorized to grant or deny. The staff may not be authorized to grant or deny an application for a Certificate of Appropriateness for the following:
  - (1) The demolition of a building, structure, or site.
  - (2) The moving of a building or structure.
  - (3) The construction of an addition to a building or structure.
  - (4) The construction of a new building or structure.
- c. If any applicant is aggrieved by staff's denial of a Certificate of Appropriateness, within seven (7) days of notice of the denial, the Applicant may request in writing that the application for a Certificate of Appropriateness be heard by the Historic Preservation Commission at the next regularly scheduled meeting.
- d. The West Lafayette Historic Preservation Commission Procedures and Policies, as amended, shall determine additional requirements and procedures for staff approvals.

(Prior Code, 24.187; Ord. No. 19-13)

#### **Section 18-5. Visual Compatibility**

- a. For new construction, contemporary design, and non-historic buildings: to preserve and encourage the integrity of historic buildings, structures, sites, monuments, streetscapes, and neighborhoods and to ensure their compatibility with any new work, the construction of a new building or structure, and the moving, reconstruction, alteration, major maintenance, or repair affecting the external appearance of any non- historic building, structure, or appurtenance within the area of a historic district must be generally of a design, form, proportion, mass, configuration, building material, texture, and location on a lot compatible with other buildings in the historic district, particularly with buildings designated as historic, and with squares and places to which it is visually related.
- b. Criteria for considering visual compatibility: within the area of a historic district, new buildings and structures, as well as buildings, structures, and appurtenances that are moved,

reconstructed, materially altered, or repaired, must be visually compatible with buildings, squares and places to which they are visually related generally in terms of the following visual compatibility factors:

- (1) Height: the height of proposed buildings must be visually compatible with adjacent buildings.
- (2) Proportion of building's front facade: the relationship of the width of a building to the height of the front elevation must be visually compatible with buildings, squares, and places to which it is visually related.
- (3) Proportion of openings within the facility: the relationship of the width of the windows to the height of windows in a building must be visually compatible with buildings, squares, and places to which it is visually related.
- (4) Rhythm of solids to voids in front facades: the relationship of solids to voids in the front facade of a building must be visually compatible with buildings, squares, and places to which it is visually related.
- (5) Rhythm of spacing of buildings on streets: the relationship of a building to the open space between it and adjoining buildings must be visually compatible with buildings, squares, and places to which it is visually related.
- (6) Rhythm of entrances and porch projections: the relationship of entrances and porch projections of a building to sidewalks must be visually compatible with buildings, squares, and places to which it is visually related.
- (7) Building Facade: the facade of a building must be visually compatible with the predominant materials used in the buildings to which it is visually related.
- (8) Roof shapes: the roof shape of a building must be visually compatible with the buildings to which it is visually related.
- (9) Walls of continuity: appurtenances of a building such as walls, wrought iron fences, evergreen landscape masses, and building facades, must form cohesive walls of enclosure along the street, if necessary to ensure visual compatibility of the building to the buildings, squares, and places to which it is visually related.
- (10) Scale of a building: the size of a building, and the building mass of a building in relation to open spaces, windows, door openings, porches, and balconies, must be visually compatible with the buildings, squares, and places to which it is visually related.
- (11) Directional expression of front elevation: a building must be visually compatible with buildings, squares, and places to which it is visually related in its directional character, including vertical character, horizontal character, or non-directional character.

(Prior Code, 24.188; Ord. No. 19-13; altered in 2019 recodification)  
State Law reference – Compatibility factors, IC 36-7-11-17

**Section 18, Article \_\_\_\_\_, Section \_\_\_\_\_, Preservation of Historical and Architectural Character upon Alteration or Relocation Mandated**

- a. A historic building or structure or any part of or appurtenance to such a building or structure, including stone walls, fences, light fixtures, steps, paving, and signs may be moved, reconstructed, altered, or maintained only in a manner that will preserve the historical and architectural character of the building, structure, or appurtenance.
- b. A historic building may be relocated to another site only if it is shown that preservation on its current site is inconsistent with subsection (a).

**Section 18-6. Maintenance**

- a. Historic buildings shall be maintained to meet the applicable requirements established under state statute for buildings generally so as to prevent the loss of historic material and the deterioration of important character defining details and features.
- b. Ordinary repairs and maintenance: Nothing in this section shall be construed to prevent the ordinary repairs and maintenance of any historic building, provided that such repairs or maintenance do not result in a conspicuous change in the design, form, proportion, mass, configuration, building material, texture, location, or external visual appearance of any structure, or part thereof. Staff may refer any maintenance application to the Commission for review if staff has concerns for compatibility with district guidelines.
- c. Deterioration of Historic Building, Structure or Resource. The property owner of a designated historic building, structure or resources shall not allow it to fall into a state of disrepair resulting in deterioration of any significant exterior feature of the historic building, structure or resource. Examples of deterioration include, but are not limited to:
  - 1. Excessive erosion, reverse drainage, and/or other preventable site conditions;
  - 2. Loss of structural integrity due to deterioration of footings, foundations, load-bearing walls or columns, beams, trusses, or other support members;
  - 3. Weathering or damage to exterior elements (wall, roof, doors, windows, architectural features etc.)
  - 4. Deterioration resulting in public nuisances or other unsafe conditions
  - 5. Improper removal of Lead Paint
- d. Enforcement of this section shall be the responsibility of the Building Commissioner and/or Designee, Director of Development and/or Designee, and the Commission.

(Prior Code, 24.190; Ord. No. 19-13)

**Section 18.7. Relationship with Zoning Districts**

Zoning districts lying within the boundaries of the historic and/or conservation district are subject to regulations for both the zoning district and the historic and/or conservation district. If there is a conflict between the requirements of the zoning district and the requirements of the historic and/or conservation district, the more restrictive requirements shall apply.

(Prior Code, 24.191; Ord. No. 19-13)

**Section 18, Article \_\_\_\_\_, Section \_\_\_\_\_. Enforcement by Interested Parties**

- a. An interested party (as defined in Section 24.181) has a private right of action to enforce and prevent violation of this Ordinance or an ordinance adopted by the City under this Ordinance, and with respect to any building, structure, or site within a historic and/or conservation district, and has the right to restrain, enjoin, or enforce by restraining order or injunction, temporarily or permanently, any person from violating this ordinance or an ordinance adopted under this ordinance.
- b. The interested party does not have to allege or prove irreparable harm or injury to any person or property to obtain relief under this section.
- c. The interested party bringing an action under this section does not have to post a bond unless the court, after a hearing, determines that a bond should be required in the interest of justice.
- d. The interested party who brings an action under this section is not liable to any person for damages resulting from bringing or prosecuting the action unless the action was brought without good faith or without a reasonable belief that a provision of this ordinance, or an ordinance adopted by the City Council pursuant to this ordinance, had been, or was about to be violated.
- e. An interested party who obtains a favorable judgment in an action under this section may recover reasonable attorney fees and court costs from the person against whom judgment was rendered.
- f. An action arising under this section must be brought in Circuit Court in which the historic district lies and no change of venue from the county shall be allowed in the action.
- g. The remedy provided in this section is in addition to other remedies that may be available at law or in equity.

**Section 18-8. Enforcement, Penalties, and Judicial Review**

- a. Any person, whether as principal, agent, owner, lessee, tenant, contractor, builder, architect, engineer, or otherwise, who violates any provision of this ordinance shall be subject to a fine, as follows, for each offense:
  - (1) Twenty-five hundred dollars (\$2,500.00) for demolition in part or in total; and
  - (2) \$125 for all other offenses.
- b. Fines shall accrue daily for each offense, beginning on the day the offense is reported and documented by Commission Administrator, with a maximum accrued fine of seven-thousand five hundred dollars (\$7,500) per parcel. Fines shall accrue daily at the rate of \$50 per day for owner-occupied, single family properties and at the maximum allowable rate per state statute (\$125) for all other property types. Multiple offenses may be filed on a single property subject to the maximum allowable accrued fine of \$7,500 within a 60 day period. Fines

will not accrue until 60 days after the violator has received notification of violations. If violator remedies said violations within the 60 day period, no fines will be issued. Fines shall be paid within thirty (30) days of issuance of said fine(s).

c. Any and all fines collected from violations of this ordinance must be used to benefit historic buildings and structures located within established historic districts.

d. If a violation is not remedied within the required timelines as stated in this ordinance, the individual in violation of this ordinance shall pay all fines accrued over the sixty (60) day period.

e. If a fine is not paid within the required timelines as stated in this ordinance, the Commission or Staff designee shall have the ability to place a lien on said property in violation of this ordinance.

f. The remedies provided for in this section shall be cumulative and not exclusive and shall be in addition to any other remedies provided by law. Remedies of Violations shall include, but is not limited to:

- (1) Stoppage of unlawful practice
- (2) Removal of building, structure, or other improvement
- (3) Faithful or approved restoration and/or replacement of building, structure, site or other feature
- (4) Other remedy acceptable to the Commission Administrator and/or Building Commissioner under the advisement of the Historic Preservation Commission and staff.

g. The erection, construction, enlargement, alteration, repair, demolition, , moving or maintenance of any building, structure, or appurtenance which is begun, continued or maintained contrary to any provisions of this ordinance is hereby declared to be a nuisance and in violation of this ordinance and unlawful. The city may institute a suit for injunction in the Circuit Court to restrain any person or governmental unit from violating any provision of this ordinance and to cause such violation to be prevented, abated, or removed. Such action may also be instituted by a property owner who is adversely affected by the violation of any provision of this article.

h. The Commission Administrator and/or Building Commissioner or Designee shall have the authority to enforce this section against violations by any means provided in this section.

(Prior Code, 24.193; Ord. No. 19-13; altered in 2019 recodification)

### **Section 18-9. Appeal Provisions**

a. There is hereby created an "Building Appeals Board" to review the decisions of the Commission, which Appeals Board shall consist of the following:

- (1) The Mayor of the City of West Lafayette;
- (2) Two Common Council members from different political parties, appointed by the Common Council of the City of West Lafayette or two members of the Common Council if no members from different political parties exist;

- (3) Fines shall be administered by the City Engineer, Commission Administrator, Building Commissioner and/or Designee; and
- (4) Two members of the Commission. One shall be the president and the other shall be appointed by the Commission from another political party.

b. In the event any party receives a decision from the Commission which they desire to appeal, they may initiate an appeal with the Appeals Board as follows:

- (1) Within thirty (30) days after receiving the decision of the Commission as set forth in this Chapter, the applicant shall file with the Appeals Board a written explanation of why the applicant believes the decisions of the Commission erroneous.
- (2) Within sixty (60) days after the request for review by the Appeals Board is filed, a decision shall be issued which shall either affirm the decision of the Commission or reverse the decision. Should the decision of the Appeals Board be in favor of the applicant, the Commission shall then issue the Certificate of Appropriateness.
- (3) Properties in violation of this ordinance shall have the ability to appeal fines issued due to violation at the recommendation of the Commission Administrator and/or Building Commissioner and/or designee.

c. Procedure for demolition upon denial of a Certificate of Appropriateness.

The purpose of this subsection is to preserve historic buildings that are important to the education, culture, traditions and economic values of the City, and to afford the City, historical organizations, and other interested persons the opportunity to acquire or to arrange for the preservation of these buildings.

When the decision of the Commission is denial of the demolition of a building, the same appeals procedures shall be followed. However, if the property owner shows to the Appeals Board that a historic building is incapable of earning an economic return on its value, as appraised by a certified real estate appraiser, the Appeals Board shall grant the Certificate of Appropriateness upon the following terms and conditions:

- (1) Notice of the proposed demolition must be given for a period fixed by the Commission, based on the Commission's classification on the approved map, but not less than sixty (60) days nor more than one (1) year.
- (2) Notice must be posted on the premises of the building proposed for demolition in a location clearly visible from the street.
- (3) Notice must be published in a newspaper of general local circulation at least three (3) times before demolition, with the first publication not more than

fifteen (15) days after the application for a permit to demolish is filed, and the final publication at least fifteen (15) days before the date of the permit.

- (4) The Commission may approve a Certificate of Appropriateness at any time during the notice period under this subsection. If the Certificate of Appropriateness is approved, a demolition permit shall be issued without further delay, and demolition may proceed.

(Prior code, 24.194; Ord. No. 19-13; altered in 2019 recodification)

## **Article II. Historic Preservation Commission Section**

### **18.35 Purpose and intent**

The West Lafayette Historic Preservation Commission is established for the purpose of historic preservation and protection.

#### **a. Purpose of Historic Preservation and Protection**

- (1) To promote the educational, cultural and general welfare of the citizens of West Lafayette and to ensure the harmonious and orderly growth and development of the City;
- (2) To maintain established residential neighborhoods in danger of having their distinctiveness destroyed;
- (3) To enhance property values and attract new residents;
- (4) To ensure the viability of the traditional downtown area and to enhance tourism within the City of West Lafayette; It is deemed essential by the City of West Lafayette that qualities relating to its history and harmonious outward appearance of its structures be preserved.

b. These purposes are advanced through the restoration and preservation of historic areas and buildings, the construction of compatible new buildings where appropriate, and the maintenance and insurance of compatibility in regard to style, form, proportion, texture, and material between historic buildings and those of contemporary design.

c. It is the intention of the City of West Lafayette through this ordinance to preserve and protect historic or architecturally worthy buildings, structures, sites, monuments, streetscapes, squares and neighborhoods of the historic districts created in accordance with this ordinance.

(Prior code, 24.180; Ord. No. 19-13)

### **Section 18-36. Establishment and organization**

a. Establishment.

There is hereby established the Historic Preservation Commission of the City of West Lafayette, Indiana (hereinafter referred to as the "Commission").

b. Composition; Appointment.

The Commission shall consist of nine (9) voting members. The voting members shall be appointed by the Mayor subject to the approval of the City Council and shall be residents of the City who are interested in the preservation and development of historic areas. The members of the Commission should include professionals in architectural history, planning, and other disciplines related to historic preservation, to the extent that those professionals are available in the community. Up to one (1) voting member of the Commission may include a member of the Common Council. Up to three (3) nonvoting, advisory member(s) may be appointed to the Commission by the Mayor with approval by the City Council. Commission members shall serve without compensation, except for reasonable expenses incurred in the performance of their duties.

c. Term.

Voting members shall each serve for a term of three (3) years; however, the terms of original voting members shall be for one (1) year, two (2) years, and three (3) years in order for the terms to be staggered. The term for nonvoting, advisory members shall be for three (3) years. A vacancy shall be filled within ninety (90) days for the duration of the term.

d. Commission Administrator.

A City administrator designated by the Mayor shall serve as the Commission Administrator. The administrator shall provide staff assistance to the Commission, act as secretary and issue Certificates of Appropriateness as directed by the Commission.

e. Officers.

The Commission shall elect from its members a Chair and Vice-Chair, and Secretary who shall serve for one (1) year and who may be re-elected no more than three (3) consecutive times for the same position.

f. Rules.

The Commission shall adopt rules for the transaction of its business. The rules must include the time and place of regular meetings and a procedure for the calling of special meetings. All rules shall be submitted to the Common Council for approval.

g. Meetings.

Commission meetings must be open to the public in accordance with Indiana's Open Door Law and a public record shall be kept of the Commission's resolutions, proceedings, and actions. The Commission shall hold regular meetings, at least monthly, except when it has no business pending. Special meetings may be called in a manner determined by the Commission and its rules.

(Prior Code, 24.182; Ord. No. 19-13; altered in 2019 recodification)

State Law reference – Required officers, IC 36-7-11-4(2); rules and meetings, IC 36-7-11-4

## Section 18-37. Historic district criteria and standards

a. The Commission shall be concerned with those elements of development, redevelopment, rehabilitation, and preservation that affect visual quality in a historic and/or conservation district. The Commission may not consider details of design, interior arrangements, or building features, if those details, arrangements, or features are not subject to public view, and may not make any requirement except for the purpose of preventing development, alteration, or demolition in the historic district obviously incongruous with the historic district.

b. The Commission shall conduct a survey to identify historic buildings, sites and structures located within the City. Based on its survey, the Commission shall submit to the City Council a map describing the boundaries of a historic and/or conservation district or districts. A district may be limited to the boundaries of a property containing a single building, structure, or site.

c. The Commission shall also classify and designate on the map all buildings, structures, and sites within each district described on the map. Buildings, structures and sites shall be classified as historic or non-historic in the manner set forth in subsections (d) and (e) below.

d. Buildings, structures and sites classified as historic must possess identified historic or architectural merit of a degree warranting their preservation. They may be further classified as Outstanding, Notable, or Contributing (as defined in Section 24.181 of this ordinance). In lieu of these further classifications, the Commission may devise its own system of further classification for historic buildings, structures, sites and districts.

(1) Historic District criteria. A historic district shall include a building, groups of buildings, structure(s), site(s), monument(s), streetscape(s), or neighborhood(s) which meet at least one of the following criteria:

A. Has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state, or nation; or is associated with a person who played a significant role in local, state, or national history.

B. Is the site of a historic event; or exemplifies the cultural, political, economic, social, or historic heritage of the community.

(2) Conservation District Criteria. A conservation district shall include a building, groups of buildings, structure(s), site(s), monument(s), streetscape(s), or neighborhood(s) which has significant character, interest, or value as part of development, heritage, or cultural characteristics of the city, state, or nation; or is associated with a person who played a significant role in local, state, or national history.

(3) Architecturally worthy.

A. Embodies distinguishing characteristics of an architectural or engineering type.

- B. Is the work of a designer whose individual work has significantly influenced the development of the community.
- C. Is the work of a designer of such prominence that such work gains its value from the designee's reputation.
- D. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
- E. Contains any architectural style, detail, or other element in danger of being lost.
- F. Owing to its unique location or physical characteristics represents an established and familiar visual feature of the neighborhood or the city.
- G. Exemplifies the built environment in an era of history characterized by a distinctive architectural style.

e. Non-historic buildings and structures are those not classified on the map as historic under 24.181 d.

f. The Commission may conduct additional surveys and draw and submit additional maps for approval of the City Council, as the Commission considers appropriate.

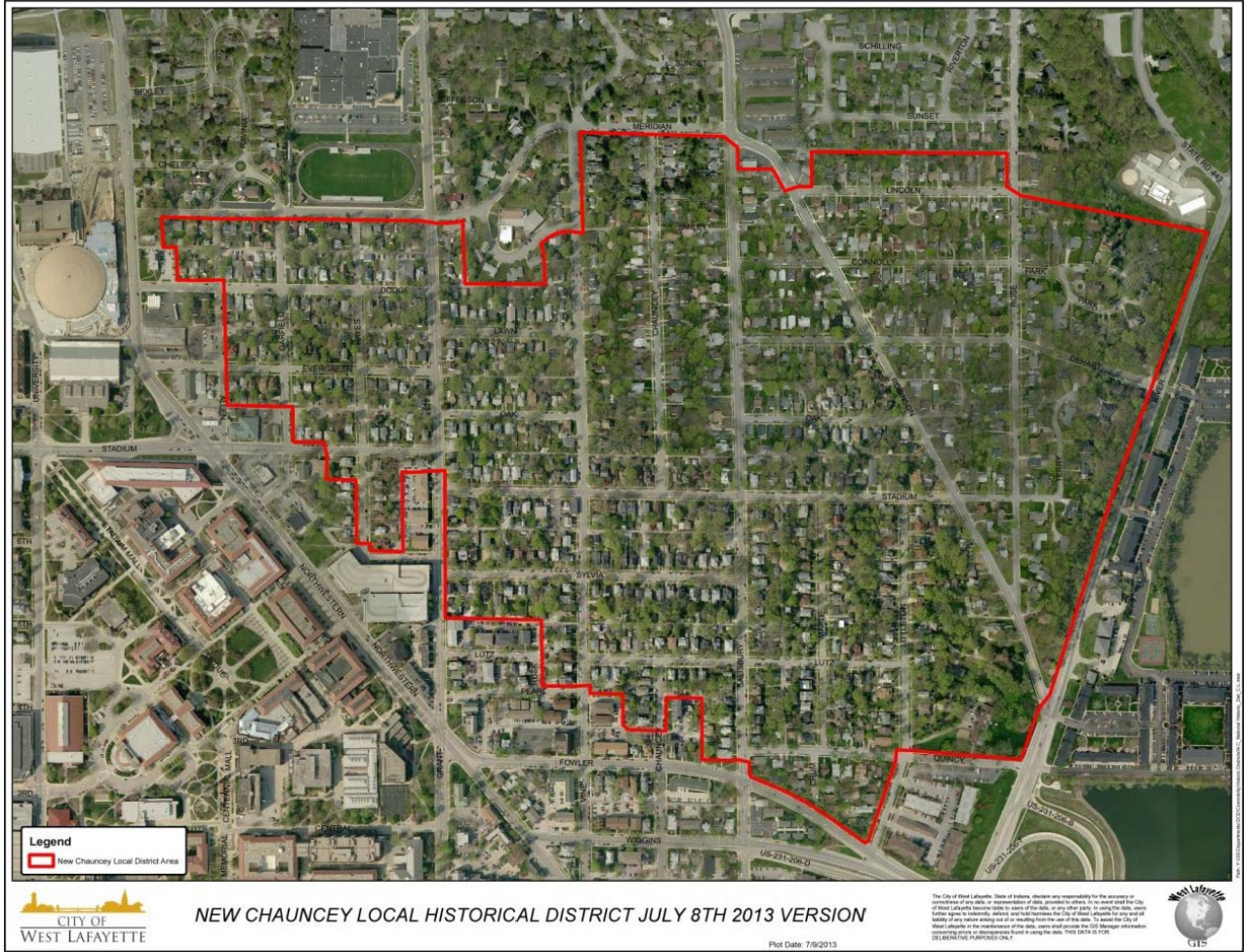
g. The Commission shall adopt preservation guidelines for review. When adopted, preservation guidelines shall be published and made readily accessible to the general public.

h. The Commission shall promote public interest in historic preservation by initiating and carrying on a public relations and community education program.

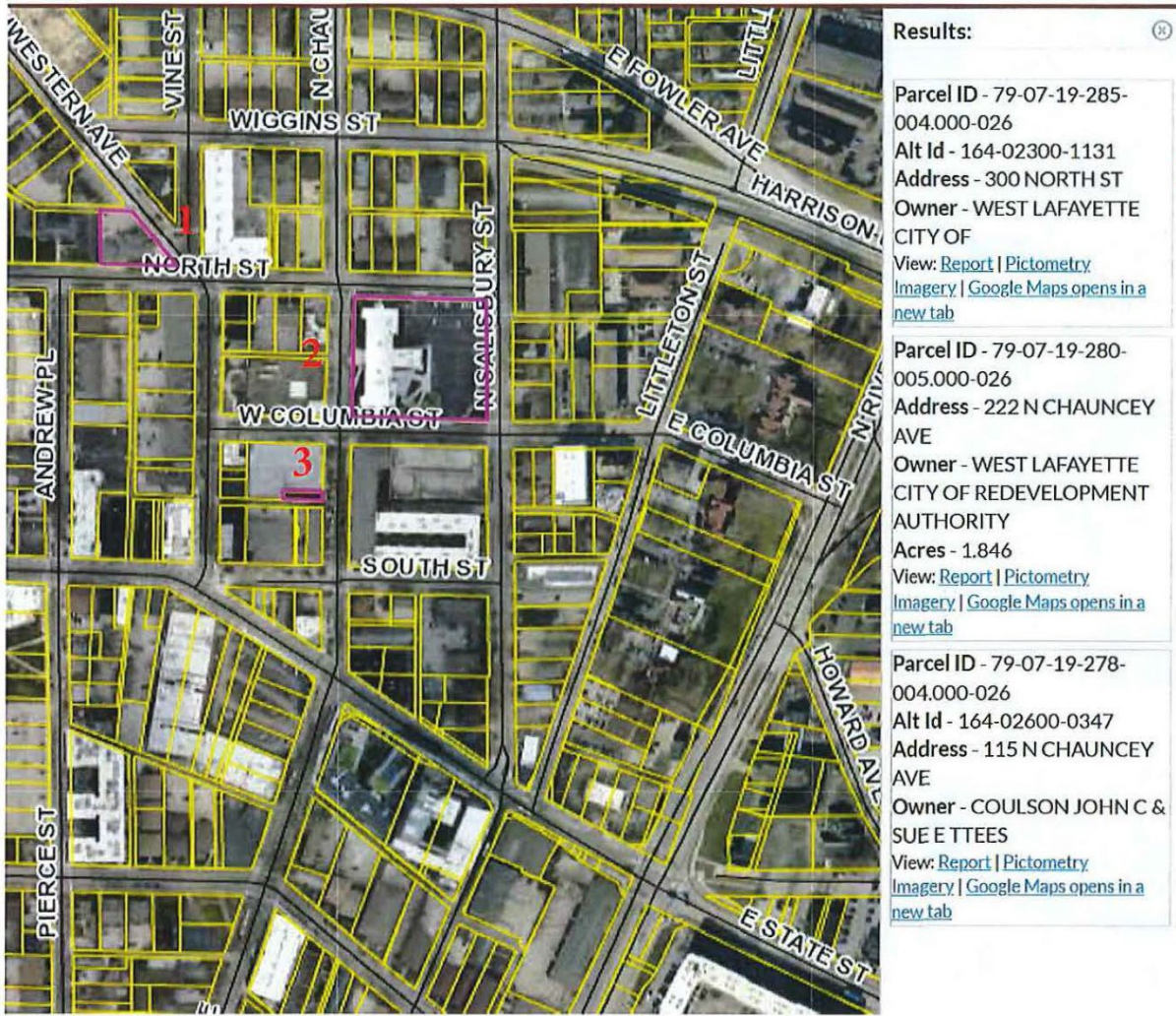
i. Each official of the City who has responsibility for building inspection, building permits, planning, or zoning shall provide any technical, administrative, or clerical assistance requested by the Commission. The attorney for the City shall serve as the attorney for the Commission. However, the Commission may employ other legal counsel authorized to practice law in Indiana if it considers it necessary or desirable.

(Prior Code, 24.183; Ord. No. 19-13; altered in 2019 recodification)

State Law reference – Concern for visual quality in historic district, IC 36-7-11-5; maps of historic districts, classification of historic buildings and structures, IC 36-7-11-6; additional surveys and maps, IC 36-7-11-8; assistant from other officials, legal counsel, IC 36-7-11-9.

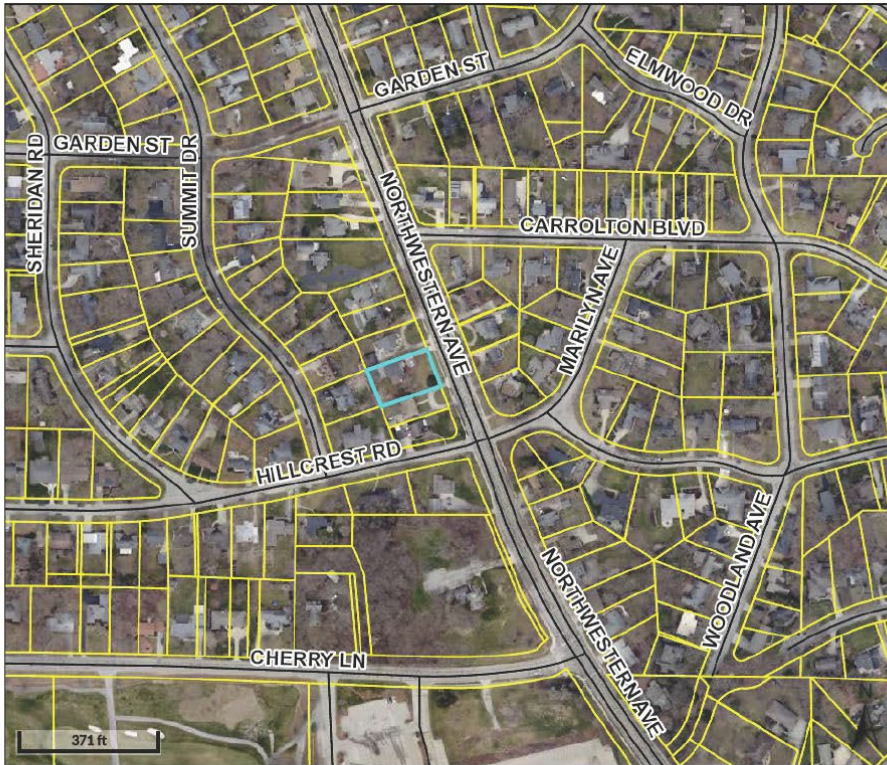


Ord. No. 19-13, 8-5-13



1. 300 North Street, West Lafayette, IN 47906 - Fire Station 1
2. 222 North Chauncey Avenue, West Lafayette, IN 47906 - Margerum City Hall
3. 115 North Chauncey Avenue, West Lafayette, IN 47906

(Ord. No. 29-21, 11-1-21)



Overview



Legend

- Parcels
- Make Tax Paymen
- County Boundary
- Roads

<b>Parcel ID</b>	79-07-18-176-004.000-026	<b>Alternate ID</b>	164-00500-0060	<b>Owner Address</b>	D HUE CEDRIC
<b>Sec/Twp/Rng</b>	--	<b>Class</b>	510 - One Family Dwelling Patted		1515 NORTHWESTERN AVE
<b>Property Address</b>	1515 NORTHWESTERN AVE	<b>Acreage</b>	n/a		WEST LAFAYETTE, IN 47906
	WEST LAFAYETTE				
<b>District</b>	WEST LAFAYETTE CITY-WLSC-B				
<b>Brief Tax Description</b>	NORTHWESTERN HEIGHTS SEC 3 LOT 8				
	<span style="color: red;">(Note: Not to be used on legal documents)</span>				

Date created: 10/29/2021  
 Last Data Uploaded: 10/29/2021 4:45:08 AM

Developed by Schneider  
 GEOSPATIAL

(Ord. No. 01-22, 2-8-21)

INTRODUCED ON FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

---

Sana G. Booker, Clerk



# 2023 Historic Preservation Ordinance Updates

January 3, 2023

# General Updates

- Formatting and Cross References
- State Statute Text (instead of code reference for ease of use)
- Definitions
- Historic Districts, Conservation Districts, and Guidelines
- Visual Compatibility Requirements for New Construction within Historic Districts
- Interim Protection
- Maintenance
- Enforcement, Penalties, and Judicial Review

Submitted by Councilor Bunder

ORDINANCE NO. XX-XX

HISTORIC PRESERVATION COMMISSION:  
BOUNDARIES, POWERS, DUTIES, GUIDELINES AND PROCEDURES

WHEREAS, the Common Council of the City of West Lafayette passed Ordinance 09-11 (Third Amended) which established an Historic Preservation Commission which had an initial purpose to solicit public input and formulate a draft of an Historic Preservation Ordinance for recommendation and submission to the Council; and

WHEREAS, the initial purpose of the Historic Preservation Commission has been fulfilled and the following is recommended by the Commission to the Council for its consideration and action.

NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE THAT:

First, attached hereto is a map showing the boundaries of the Historic District to be established by this ordinance.

Second, there is added to the West Lafayette City Code Chapter 24, Article XI to read as follows:

▲ **Article XI. Historic Preservation Commission Section**

**24.180. Establishment and Purpose**

The West Lafayette Historic Preservation Commission is established for the purpose of historic preservation and protection:

a. Purpose of Historic Preservation and Protection

- (1) To promote the educational, cultural and general welfare of the citizens of West Lafayette and to ensure the harmonious and orderly growth and development of the City;
- (2) To maintain established residential neighborhoods in danger of having their distinctiveness destroyed.
- (3) To enhance property values and attract new residents.
- (4) To ensure the viability of the traditional downtown area and to enhance tourism within the City of West Lafayette;

# New Definitions

- **Conservation District**
  - a district that conserves the character of a defined area through boundaries of which are described or delineated on a map and conservation guidelines approved in an ordinance adopted under this title. Demolition, Guidelines and Maps for Conservation Districts are approved and adopted by Historic Preservation Commission. Conservation Districts may include multiple or individual properties with or without structures.
- **Establishing Individual or Group (clarified)**
- **Historic Building or Structure (clarified)**
- **Offense**
  - violation(s) identified by West Lafayette Historic Preservation staff within a 24-hour period. Subsequent violation(s) identified outside of that time are considered additional violations subject to the same 24-hour threshold. There is no maximum number of violations considered as an offense, but each parcel is subject to the \$7,500 maximum fine threshold established in this ordinance and by IC 36 1-3-8.

# New Definitions

- **Public Way**

- any avenue of public travel or right of way. This includes alleys, sidewalks, streets, and any public facility or property owned or with an easement or similar rights by the City of West Lafayette, Tippecanoe County, the State of Indiana, or the Federal Government. For purposes of regulation, three sides (the front, and two sides) of properties are considered viewable from the public way excluding corner and irregular lots. Corner and irregular lots require all four sides (front, two sides, and rear) of the property to be considered viewable from the public way. Visual barriers such as landscaping, fencing, or other site features do not limit visibility from the public way.

# Historic Districts, Conservation Districts, and Guidelines

- **Conservation District Criteria.**

- a building, groups of buildings, structure(s), site(s), monument(s), streetscape(s), or neighborhood(s);
- significant character, interest, or value as part of development, heritage, or cultural characteristics of the city, state, or nation;
- associated with a person who played a significant role in local, state, or national history.

- **Conservation District Establishment**

- requirements and process - defined as phase one of historic district by Statute that can become a full historic district over time
- The establishment of a conservation district shall occur in two (2) phases. During the first phase, which continues for a period of three (3) years from the date any map and guidelines of the conservation district is adopted, a certification of appropriateness is required only for activities specifically noted in the conservation guidelines. At the expiration of the initial three (3) year period, the first phase of the designation of the conservation district continues and the second phase does not become effective if a majority of the property owners in the district object to the Commission, in writing, to the requirement that Certificates of Appropriateness be issued for activities specifically noted in the conservation guidelines.
- at or prior to the establishment of a conservation district(s), the Commission may require additional review, approval(s) and/or guidelines to be established.
- conservation guidelines should include the following items but are not limited to: activities requiring certificate of appropriateness, statements of historical or architectural significance, conservation district boundaries, guidelines for development and conservation district objectives.
- recommendation by Historic Preservation Commission membership or staff to advance a Conservation District (first phase local historic district and established guidelines) to a Historic District (second phase local historic district) may occur in writing or by majority vote during any Historic Preservation Commission meeting.

# Visual Compatibility Requirements for New Construction within Historic Districts

## Visual Compatibility for Infill Development

- for new construction, contemporary design, and non-historic buildings: to preserve and encourage the integrity of historic buildings, structures, sites, monuments, streetscapes, and neighborhoods and to ensure their compatibility with any new work, the construction of a new building or structure, and the moving, reconstruction, alteration, major maintenance, or repair affecting the external appearance of any non historic building, structure, or appurtenance within the area of a historic district must be generally of a design, form, proportion, mass, configuration, building material, texture, and location on a lot compatible with other buildings in the historic district, particularly with buildings designated as historic, and with squares and places to which it is visually related.

# Interim Protection Additional Standards

- **Stop Work Order – Demolition**

- recommendation of the Building Commissioner or designee, an emergency stop work order may be issued in the event that a historic building or structure, which are listed in the Tippecanoe County Interim Report (May 1990), the 2021 Historic Inventory (Conducted by the City of West Lafayette) and those buildings which are at least 50 years old and possessing identified historic or architectural merit, is proposed for demolition and has not been reviewed and/or approved by the Commission.

- **Interim Protected Buildings or Structures Demolition**

- interim protection requirements and conditions

# Maintenance

- Staff May Refer any Maintenance Application to the Commission For Review if Staff has Concerns for Compatibility with District Guidelines.
- The property owner of a designated historic building, structure or resources shall not allow it to fall into a state of disrepair resulting in deterioration of any significant exterior feature of the historic building, structure or resource
- Maintenance Enforcement
  - responsibility of the Building Commissioner and/or Designee, Director of Development and/or Designee, and the Commission.

# Enforcement, Penalties, and Judicial Review

## Fines

- fines shall accrue daily for each offense, beginning on the day the offense is reported and documented by Commission Administrator, with a maximum accrued fine of seven-thousand five hundred dollars (\$7,500) per parcel.
- fines shall accrue daily at the rate of \$50 per day for owner-occupied, single family properties and at the maximum allowable rate per state statute (\$125) for all other property types.
- multiple offenses may be filed on a single property subject to the maximum allowable accrued fine of \$7,500 within a 60-day period.
- fines will accrue during the 60 days after the violator has received notification of violations.
- if the violator remedies said violations within the 60 day period, no fines will be issued.
- fines shall be paid within thirty (30) days of issuance of said fine(s).
- if a fine is not paid within the required timelines as stated in this ordinance, the Commission or Staff designee shall have the ability to place a lien on said property in violation of this ordinance.

# Enforcement, Penalties, and Judicial Review

## Remedies of Violations

- stoppage of unlawful practice
- removal of building, structure, or other improvement
- faithful or approved restoration and/or replacement of building, structure, site or other feature
- other remedy acceptable to the Commission Administrator and/or Building Commissioner under the advisement of the Historic Preservation Commission and staff.

**ORDINANCE NO. 02-2023**

**An Ordinance Requesting An Additional Appropriation to the 2023 Budget**

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual 2023 Budget

NOW, THEREFORE BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, TIPPECANOE COUNTY

For the expenses of the City of West Lafayette, the following additional sums of money are hereby appropriated into the funds named and for the purposes specified, subject to laws governing the same:

ARP-American Rescue Plan / ARP-American Rescue Plan / Services	\$ 900,000
	<u>Net Change \$ 900,000</u>

This ordinance shall be in full force and effect after its passage and signing by the Mayor, and approval of the additional appropriation by the Department of Local Government Finance

INTRODUCED ON FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

**ORDINANCE NO. 03-2023**

**AN ORDINANCE TO ESTABLISH THE CUMULATIVE CAPITAL DEVELOPMENT FUND AND READOPT WEST LAFAYETTE CITY CODE PROVISIONS CONCERNING THE FUND**

Whereas, IC 36-9-15.5 allows municipalities to establish a Cumulative Capital Development Fund; and

WHEREAS, the Common Council of the City of West Lafayette first established a Cumulative Capital Development Fund in 1984 and subsequently re-established the Fund to maintain the rate of five cents per hundred dollars assessed valuation (\$0.05/\$100) following Department of Local Government Finance administrative reductions following periodic reassessments; and

WHEREAS, the rate last established by Ordinance No. 05-22 of five cents per hundred dollars assessed valuation (\$0.05/\$100) will be administratively reduced by the Department of Local Government Finance in 2024 as assessed valuation increases; and

WHEREAS, the Common Council of the City of West Lafayette finds that the Cumulative Capital Development Fund is necessary and prudent for the municipality; and

WHEREAS, the Common Council desires to re-establish the Cumulative Capital Development Fund rate in order to establish the rate of five cents per hundred dollars assessed valuation (\$0.05/\$100) for 2024; and

WHEREAS, the procedure for re-establishing the rate of the Cumulative Capital Development Fund is identical to the process initially used to establish the fund except no phase-in is required to re-establish the rate at the ceiling of five cents per hundred dollars assessed valuation (\$0.05/\$100);

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

Section 1. City Code Section 2-478 is re-adopted to establish the City of West Lafayette Cumulative Capital Development Fund as follows:

Sec. 25.08. Cumulative capital development fund.

(a) There is established a West Lafayette municipal cumulative capital development fund.

(b) An ad valorem property tax levy will be imposed and the revenues from the levy will be retained in the West Lafayette municipal cumulative capital development fund.

(c) The maximum rate of levy under subsection (b) of this section will not exceed five cents per one hundred dollars assessed valuation. A tax rate of five cents per one hundred dollars assessed valuation (\$0.05/\$100) will be levied beginning with taxes due and payable in the year 2024, and thereafter, continuing until reduced or rescinded.

(d) The funds accumulated in the West Lafayette municipal cumulative capital development fund will be used for any purpose allowed under Indiana Code § 36-9-15.5-2.

(e) Notwithstanding subsection (d) of this section, funds accumulated in the West Lafayette Cumulative Capital Development Fund may be spent for purposes other than the purposes stated in subsection (d) of this section, if the purpose is to protect the public health, welfare of safety in

an emergency situation which demands immediate action. Money may be spent under the authority of this section only after the mayor issues a declaration that the public health, welfare, or safety is in immediate danger that requires the expenditure of money in the fund.

Section 2. The Controller is directed to submit proof of publication of the Notice of Public Hearing to be held on March 6, 2023, a certified copy of this ordinance, and proof of publication of the Notice of Adoption to the Department of Local Government Finance as provided by law. Said Cumulative Capital Development Fund is subject to the approval of the Department of Local Government Finance.

Section 3. This ordinance shall be in full force and effect from and after its passage and signing by the Mayor.

INTRODUCED ON FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED, THE ROLL CALL VOTE BEING:

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Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

**ORDINANCE NO. 04-2023**

**TO AMEND CERTAIN PORTIONS OF THE  
UNIFIED ZONING ORDINANCE OF TIPPECANOE COUNTY, INDIANA,  
DESIGNATING THE TIME WHEN THE SAME SHALL TAKE EFFECT.**

**BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE,  
INDIANA, THAT ORDINANCE NO. 32-97 IS HEREBY AMENDED AS FOLLOWS:**

**Section 1:** Change **UZO Section 4-6-3 REQUIRED AUTO PARKING SPACES FOR ALL USES LISTED IN THE PERMITTED USE TABLE** for the following Parking Group:

**30** 1 per 2.5 patrons to the maximum capacity of the facility inclusive of both indoor, if any, and outdoor capability, plus 1 per every full-time employee. Additionally, for agricultural rental hall events in rural zones, grass or gravel overflow parking areas are required and shall be of sufficient size to accommodate all vehicles. Vehicles parked along public roads shall be evidence of noncompliance with this requirement. (Amend 76)

**Section 2:** Change **UZO Chapter 4** by adding the following new **Section 4-11-18 AGRICULTURAL RENTAL HALLS:**

- (a) The primary use building of an Agricultural Rental Hall shall be setback from the nearest dwelling not affiliated with the use at a distance of no less than 1000’.
- (b) Agricultural Rental Halls shall not have outdoor amplified music.
- (c) Hours of operation shall be from 8am until 10pm Sunday through Thursday and 8am through Midnight Friday and Saturday.
- (d) The guest capacity for any event shall be the lower of either the state review findings or petitioner’s application number, but not more than 300 persons.
- (e) Subject to Administrative Officer’s approval, a bufferyard shall be installed between the parking area and adjacent properties such that it shields the headlights from arriving and departing vehicles. The bufferyard may be chosen from one of the following:
  - (1) A 6’ solid wood (privacy) fence;
  - (2) A berm; or
  - (3) A double row of evergreen trees.

This ordinance shall be in full force and effect from and after its passage.

INTRODUCED ON FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

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## Unified Zoning Ordinance Amendment #109 AGRICULTURAL RENTAL HALL AMENDMENT

**Staff Report  
JANUARY 12, 2022**

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### **BACKGROUND:**

The UZO currently allows Agricultural Rental Halls (Party Barns) in the A or AW zone by Special Exception, or in the GB zone by right. They are subject to the public hearing, as well as normal setback guidelines and state reviews for the type of building and engineering. There are no buffering requirements for this use unless it were adjacent to a commercial district. Since 2013, there have been 14 special exceptions filed to allow an Agricultural Rental Hall; nine of those have been approved, and one is being heard this month. Party barns have been regulated to a certain extent through the use of commitments with BZA approval. Some of the petitioners have committed to outdoor noise restrictions, maximum number of guests and hours of operation.

Our office has become aware of concerns from property owners who live near existing or proposed party barns. They have spoken out at several recent BZA hearings, and a few have even requested private meetings with APC staff. At the same time, APC staff has begun to take a closer look at how the petitioners are being impacted by the process, and whether having more guidance in the UZO would be helpful. For example, one party barn owner found they did not have sufficient parking spaces to accommodate their guests' vehicles, and they ended up coming back before the BZA for an amended special exception site plan.

The proposed amendment would change the ratio of parking spaces needed for parking group 30 in Chapter 4-6-3 from 1 per every 4 guests to 1 per every 2.5 guests, plus 1 per every full-time employee. The only other use which is assigned to parking group 30 is "Summer Theatres". There are currently no such uses within the County to be impacted by this change.

The proposed amendment would also add a section to Chapter 4-11 MISCELLANEOUS RESTRICTIONS. The new section would attempt to address the concerns of neighbors, petitioners and staff. The commitments for hours of operation, maximum number of guests and no amplified music outdoors would be added as restrictions. This section would also add a required setback for the primary use building and a bufferyard for the parking area. A petitioner could request a variance from any of these restrictions through the ABZA.

The Ordinance Committee at its December 7<sup>th</sup>, 2022 meeting recommended approval of this amendment.

### **STAFF RECOMMENDATION:**

Approval

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE AMENDING CHAPTER 4  
OF ORDINANCE NO. \_\_\_\_\_  
BEING THE UNIFIED ZONING ORDINANCE  
OF TIPPECANOE COUNTY.**

**Be it ordained** by the (County Commissioners of Tippecanoe County, Indiana; the Common Council of the City of Lafayette, Indiana; the Common Council of the City of West Lafayette, Indiana; the Town Council of the Town of Battle Ground, Indiana; the Town Council of the Town of Dayton, Indiana; and the Town Council of Clarks Hill, Indiana), that Ordinance No. \_\_\_\_\_, being the Unified Zoning Ordinance of Tippecanoe County is hereby amended as follows:

**Section 1:** Change **UZO Section 4-6-3 REQUIRED AUTO PARKING SPACES FOR ALL USES LISTED IN THE PERMITTED USE TABLE** for the following Parking Group:

**30** 1 per 2.5 patrons to the maximum capacity of the facility inclusive of both indoor, if any, and outdoor capability, plus 1 per every full-time employee. Additionally, for agricultural rental hall events in rural zones, grass or gravel overflow parking areas are required and shall be of sufficient size to accommodate all vehicles. Vehicles parked along public roads shall be evidence of noncompliance with this requirement. (Amend 76)

**Section 2:** Change **UZO Chapter 4** by adding the following new **Section 4-11-18 AGRICULTURAL RENTAL HALLS:**

- (a) The primary use building of an Agricultural Rental Hall shall be setback from the nearest dwelling not affiliated with the use at a distance of no less than 1000’.
- (b) Agricultural Rental Halls shall not have outdoor amplified music.
- (c) Hours of operation shall be from 8am until 10pm Sunday through Thursday and 8am through Midnight Friday and Saturday.
- (d) The guest capacity for any event shall be the lower of either the state review findings or petitioner’s application number, but not more than 300 persons.
- (e) Subject to Administrative Officer’s approval, a bufferyard shall be installed between the parking area and adjacent properties such that it shields the headlights from arriving and departing vehicles. The bufferyard may be chosen from one of the following:
  - (1) A 6’ solid wood (privacy) fence;
  - (2) A berm; or
  - (3) A double row of evergreen trees.

This ordinance shall be in full force and effect from and after its passage.



---

Area Plan Commission of Tippecanoe County, Indiana

January 19, 2023  
Ref. No.: 2023-013

West Lafayette City Council  
222 N Chauncey Avenue  
West Lafayette, Indiana 47906

**CERTIFICATION**

RE: **UZO AMENDMENT #109**

This amendment would create new standards and requirements for  
Agricultural Rental Halls that require a special exception.

Dear Council Members:

As Secretary to the Area Plan Commission of Tippecanoe County, I do hereby certify that at a public hearing held on January 18, 2023, the Area Plan Commission of Tippecanoe County voted 16 yes - 0 no on the motion to approve the enclosed amendment to the Unified Zoning Ordinance. Therefore, the Area Plan Commission of Tippecanoe County recommends to the West Lafayette City Council that the proposed zoning ordinance amendment be approved.

Sincerely,

David Hittle  
Executive Director

DH/kl

Enclosures: Staff Report & Ordinance

**RESOLUTION NO. 03-2023**

**A Resolution Requesting An Additional Appropriation from a  
Federal Grant**

WHEREAS, it has been determined that it is now necessary to appropriate more money than was appropriated in the annual 2023 Budget

NOW, THEREFORE BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, TIPPECANOE COUNTY

For the expenses of the City of West Lafayette, the following additional sums of money are hereby appropriated into the funds named and for the purposes specified, subject to laws governing the same:

TRANSFER OF FUNDS Increase/(Decrease):

Public Safety - LIT / Public Safety - LIT / Capital	\$ 152,797
Public Safety - LIT / Public Safety - LIT / Revenue	\$ (152,797)
Net Change	<u>\$ -</u>

This resolution shall be in full force and effect from and after its passage and signing by the Mayor.

INTRODUCED ON FIRST READING ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED, THE ROLL CALL

VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE \_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

**RESOLUTION NO. 04-2023**

**RESOLUTION CONFIRMING THE DESIGNATION OF AN ECONOMIC REVITALIZATION AREA AND APPROVING THE DEDUCTION FROM ASSESSED VALUE OF CERTAIN NEW REAL PROPERTY IMPROVEMENTS**

WHEREAS, the City of West Lafayette, Indiana (the “City”) has been requested by Greenhouse Phase 2, LLC and Inari Agriculture, Inc. and/or any affiliate thereof (collectively, the “Applicant”) to find, pursuant to IC 6-1.1-12.1-2, that an area within the City (the “Area”) is an Economic Revitalization Area, which Area will contain the Project (as hereinafter defined); and

WHEREAS, the Common Council of the City (the “Council”) has prepared a simplified description of the Area or maps and plats that identify the Area, attached as Exhibit A; and

WHEREAS, the Area is located within the jurisdiction of the City for the purposes set forth in IC 6-1.1-12.1-2; and

WHEREAS, the Applicant intends to construct a redevelopment or rehabilitation project consisting of the construction of a new 40,000 square foot greenhouse for seed research and development (the “Project”) on property located in the Area (the “Real Property”), all as described in the Form SB-1/Real Property (Statement of Benefits, Real Estate Improvements) in connection with the Project (the “Statements of Benefits”) submitted by the Applicant to the Council; and

WHEREAS, the Council has reviewed the Statements of Benefits; and

WHEREAS, pursuant to IC 6-1.1-12.1-2, on January 3, 2023, the Council adopted a resolution (the “Declaratory Resolution”), which designated the Area as an “economic revitalization area” pursuant the Act and approved real property tax deductions under IC 6-1.1-12.1-3 for redevelopment or rehabilitation in the Area for five (5) years; and

WHEREAS, in compliance with IC 6-1.1-12.1-2.5, the Council published notice (the “Notice”) describing the adoption and substance of the Declaratory Resolution and stating that, on February 6, 2023, the Council would hold a public hearing (the “Public Hearing”) at which it will receive and hear all remonstrances and objections from interested persons, with respect to the Declaratory Resolution; and

WHEREAS, in compliance with IC 6-1.1-12.1-2.5, the Council filed, with each taxing unit that has authority to levy property taxes in the Area, a copy of the Notice and the Statements of Benefits; and

WHEREAS, in compliance with IC 6-1.1-12.1-2.5, on February 6, 2023, the Council held the Public Hearing at which it received, heard and considered evidence concerning the Declaratory Resolution and any remonstrances or objections with respect to the Declaratory Resolution; and

WHEREAS, pursuant to IC 6-1.1-12.1-2.5, the Council desires to take final action confirming the Declaratory Resolution.

**NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Lafayette, Indiana, as follows:**

Section 1. The Council hereby finds that (i) the Area is within the City and (ii) the Area has become undesirable for, or impossible of, normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard buildings, or other factors which have impaired values and prevented a normal development of property and use of property.

Section 2. The Area is hereby declared to be an “economic revitalization area” pursuant to IC 6-1.1-12.1. The period for real property tax deductions under IC 6-1.1-12.1-3 for redevelopment or rehabilitation in the Area shall be five (5) years.

Section 3. Based on the information in the Statements of Benefits describing the Project, the Council makes the following findings:

(a) That the estimate of the value of the redevelopment or rehabilitation of the Real Property is reasonable for projects of that nature.

(b) That the estimate of the number of individuals who will be employed or whose employment will be retained as a result of the proposed redevelopment or rehabilitation of the Real Property can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Property.

(c) That the estimate of annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Property.

(d) That the number of individual opportunities for employment, both temporary and permanent, and the compensation to be paid to employees, along with the value of the acquisition and construction of improvements as a result of the Project, create benefits of the type and quality anticipated by the Council within the Area and can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Property.

(e) That the benefits described in the Statements of Benefits can reasonably be expected to result from the proposed redevelopment or rehabilitation of the Real Property.

(f) That the totality of benefits from the proposed redevelopment or rehabilitation of the Real Property sufficient to justify a five (5) year real property tax deduction period.

Section 4. Based on the information in the Statements of Benefits and the foregoing findings, the Council, pursuant to IC 6-1.1-12.1, hereby approves and allows the Applicant real

property tax deductions for five (5) years as set forth in Section 2 for the redevelopment or rehabilitation located in the Area.

Section 5. The percentage of deductions hereby approved for each of said five (5) years shall be as follows:

Year of Deduction	Percentage of Deduction
1	100%
2	80%
3	60%
4	40%
5	20%

Section 6. The Council hereby confirms the Declaratory Resolution, and the actions set forth in this Resolution are final, except for the limited rights of appeal provided under IC 6-1.1-12.1-2.5.

Section 7. The Clerk of the City is hereby authorized to make all filings necessary or desirable and to take all other necessary actions to carry out the purposes and intent of this Resolution and the deductions approved hereunder.

Section 8. This Resolution shall be in full force and effect from and after its passage by the Common Council and its approval by the Mayor of the City and such publications as may be required by law.

INTRODUCED ON FIRST AND ONLY READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR, \_\_\_\_ OPPOSED, \_\_\_\_ ABSTENTION, AND THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

**EXHIBIT A**

**Description and Map of Area**



**STATEMENT OF BENEFITS  
REAL ESTATE IMPROVEMENTS**

State Form 51767 (R7 / 1-21)  
Prescribed by the Department of Local Government Finance

20 <u>22</u> PAY 20 <u>23</u>
FORM SB-1 / Real Property
<b>PRIVACY NOTICE</b> 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.

This statement is being completed for real property that qualifies under the following Indiana Code (check one box):

- Redevelopment or rehabilitation of real estate improvements (IC 6-1.1-12.1-4)
- Residentially distressed area (IC 6-1.1-12.1-4.1)

**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** the redevelopment or rehabilitation of real property 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 initiation of the redevelopment or rehabilitation for which the person desires to claim a deduction.
- To obtain a deduction, a Form 322/RE must be filed with the county auditor before May 10 in the year in which the addition to assessed valuation is made or not later than thirty (30) days after the assessment notice is mailed to the property owner if it was mailed after April 10. A property owner who failed to file a deduction application within the prescribed deadline may file an application between January 1 and May 10 of a subsequent year.
- A property owner who files for the deduction must provide the county auditor and designating body with a Form CF-1/Real Property. The Form CF-1/Real Property should be attached to the Form 322/RE when the deduction is first claimed and then updated annually for each year the deduction is applicable. IC 6-1.1-12.1-5.1(b)
- For a Form SB-1/Real Property 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/Real Property 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  
West Lafayette Greenhouse Phase 2, LLC, for the benefit of Inari Agriculture, Inc.

Address of taxpayer (number and street, city, state, and ZIP code)  
1101 Whisnand Road, Bloomington, IN 47408

Name of contact person C. Randall Powell	Telephone number ( 812 ) 336-9002	E-mail address powellc@indiana.edu
---	--------------------------------------	---------------------------------------

**SECTION 2 LOCATION AND DESCRIPTION OF PROPOSED PROJECT**

Name of designating body City of West Lafayette	Resolution number
Location of property 1436 Win Hentschel Blvd, West Lafayette, IN 47906	County Tippecanoe
Description of real property improvements, redevelopment, or rehabilitation (use additional sheets if necessary) Currently, Inari Agriculture has two locations in the United States; West Lafayette, IN and Cambridge, MA and one in Europe: Ghent, Belgium. Inari plans to lease a new approximately 40,000 square foot greenhouse facility from taxpayer to expand operations. The estimated job creation is through December 31, 2026.	DLGF taxing district number 035
	Estimated start date (month, day, year) 02/01/2023
	Estimated completion date (month, day, year) 06/30/2024

**SECTION 3 ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT**

Current Number	Salaries	Number Retained	Salaries	Number Additional	Salaries
129.00	\$12,875,000.00	129.00	\$12,875,000.00	140.00	\$13,176,800.00

**SECTION 4 ESTIMATED TOTAL COST AND VALUE OF PROPOSED PROJECT**

	REAL ESTATE IMPROVEMENTS	
	COST	ASSESSED VALUE
Current values		
Plus estimated values of proposed project	16,000,000.00	
Less values of any property being replaced		
Net estimated values upon completion of project	16,000,000.00	

**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) 11/29/2022
Printed name of authorized representative C. Randall Powell	Title Owner

**FOR USE OF THE DESIGNATING BODY**

We find that the applicant meets the general standards in the resolution adopted or to be adopted by this body. Said resolution, passed or to be passed under IC 6-1.1-12.1, provides for the following limitations:

- A. The designated area has been limited to a period of time not to exceed \_\_\_\_\_ calendar years\* (*see below*). The date this designation expires is \_\_\_\_\_. *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. Redevelopment or rehabilitation of real estate improvements  Yes  No
2. Residentially distressed areas  Yes  No
- C. The amount of the deduction applicable is limited to \$ \_\_\_\_\_.
- D. Other limitations or conditions (*specify*) \_\_\_\_\_
- E. Number of years allowed:  Year 1  Year 2  Year 3  Year 4  Year 5 (\* see below)  
 Year 6  Year 7  Year 8  Year 9  Year 10
- F. 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.

We have also 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 ( <i>signature and title of authorized member of designating body</i> )	Telephone number (     )	Date signed ( <i>month, day, year</i> )
Printed name of authorized member of designating body	Name of designating body	
Attested by ( <i>signature and title of attester</i> )	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.

- A. For residentially distressed areas where the Form SB-1/Real Property was approved prior to July 1, 2013, the deductions established in IC 6-1.1-12.1-4.1 remain in effect. The deduction period may not exceed five (5) years. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. Except as provided in IC 6-1.1-12.1-18, the deduction period may not exceed ten (10) years. (See IC 6-1.1-12.1-17 below.)
- B. For the redevelopment or rehabilitation of real property where the Form SB-1/Real Property was approved prior to July 1, 2013, the abatement schedule approved by the designating body remains in effect. For a Form SB-1/Real Property that is approved after June 30, 2013, the designating body is required to establish an abatement schedule for each deduction allowed. (See IC 6-1.1-12.1-17 below.)

**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. Except as provided in IC 6-1.1-12.1-18, 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.

Land Description  
(Excerpted from Record #20222007416)

Lot Number Three (3) in the Purdue Research Park, Phase II, Part II, Section VIII, City of West Lafayette, Tippecanoe County, Indiana, the plot of which is recorded on February 17, 2010 in Plot Cabinet B, page 7 and as Document No. 201010002519, in the office of the Recorder of Tippecanoe County, Indiana.

Table with 4 columns: POINT #, NORTHING, EASTING, ELEVATION, DESCRIPTION. Contains data for points 3, 4, 400, 401, 402, 403, 404, TBM 1, and TBM 2.

Surveyor's Report NOTE: This survey reflects site conditions as of the fieldwork date. Changes may have occurred after the fieldwork for this survey was performed and therefore may not be reflected.

1. In accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code ("Rule 12"), the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established in this survey as a result of uncertainties in reference monumentation...

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, likewise, there may be found survey markers near, but not precisely at, some boundary corners. In cases where the magnitude of these differences are less than the Relative Positional Accuracy stated below...

This survey and report are based in part upon opinions formed in accordance with an Indiana Land Surveyor's responsibility to conduct a survey in accordance with "law or a precedent" (865 IAC 1-12-11(5), Rules of the Indiana State Board of Registration for Land Surveyors).

Unless otherwise noted or depicted hereon, there is no evidence of occupation along the perimeter lines of the subject tract. All survey monuments set or found this survey are flush with existing grade unless otherwise noted.

The purpose of this survey is to perform an ALTA/NSPS Land Title Retrosurvey of Lot 3 in Purdue Research Park Phase II, Part II, Section VIII, the plot of which is recorded at Record #201010002519 in the Office of the Recorder of Tippecanoe County, Indiana. Bearings are based on said Plot.

Reference is made to an ALTA/ACSM Land Title Survey of Lot 2 in the subject subdivision prepared by The Schneider Corporation and certified by Mark S. Hennessey, PS #LS20300038 on March 9, 2011 (last revised March 20, 2011).

Reference is made to an ALTA/NSPS Land Title Survey of Lot 2 in the subject subdivision prepared by Schneider Geomatics and certified by Mark S. Hennessey, PS #LS20300038 on January 8, 2021 (last revised June 16, 2021).

The Relative Positional Accuracy (due to random errors in measurement) of this survey is within the specifications for an Urban Class Survey (0.07 feet plus 50 ppm) as defined in IAC 865.

Reference Monuments:

Survey monuments were found at or near most of the corners and/or course changes of the surveyed Lot. The exception being that no monument was found marking the southwest end of the 235.18-foot course along Win Hentschel Boulevard. A rebar with an aluminum cap stamped "Vester and Associates, Inc." was found 24.3 feet southwest of said end and less than a tenth south of the north right-of-way line for Win Hentschel Boulevard.

Plots and Deeds of Record:

The subject Lot and its north adjoiner are part of the Final Plat for Purdue Research Park Phase II, Part II, Section VIII. Due to the simultaneous nature of the plotting process, there is no title uncertainty along the north line of the surveyed Lot.

The west line of the subject Lot and the east lines of the two tracts to the west are controlled by calls for the East line of the Southwest Quarter of Section 1, Township 23 North, Range 5 West. There is no title uncertainty along the west line of the surveyed Lot related to the deeds and plots of record.

The right-of-way lines for Win Hentschel Boulevard were established with the recording of the plat of Purdue Research Park, Phase II, Part II, Section VII. There is no title uncertainty associated with the south lines of the surveyed Lot related to the plots of record.

The right-of-way lines for Kent Avenue were established with the recording of the plat of Purdue Industrial Park, Phase II, Part II, Section 1. There is no title uncertainty associated with the east lines of the surveyed Lot related to the plots of record.

Surveyor's Report Continued:

Occupation Evidence:

A wire fence exists near a portion of the north end of the west line of the surveyed Lot. A portion of the northwest corner of the surveyed Lot as well as land to the north and west was under water at the time the fieldwork for this survey was performed. A parking lot exists west of the west line of the surveyed Lot.

Notes:

- 2. Ownership information indicated hereon is as identified in County or Township records or on title work provided by others.
3. With regard to utility lines shown hereon, source information from plans and markings, where provided, was combined with observed evidence of utilities to develop a view of those underground utilities. However, looking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. See UTILITY NOTE.
5. Evidence of source of title for the subject tract was provided in the form of Stewart Title Guaranty Company ALTA Owner's Policy File Number 53468, Policy Number 0-000469695588 dated April 26, 2022. Some of the items disclosed in Schedule B thereof may be depicted on the survey. Should any additional items need to be depicted on the survey, please advise and provide appropriate documents.

CERTIFICATE OF SURVEY

ALTA/NSPS LAND TITLE SURVEY

To West Lafayette Greenhouse Phase 2 LLC and Horizon Bank:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey, jointly established and adopted by ALTA and NSPS, and includes Items 1,2,4,5,7(a),8,9,13 and 16 of Table A thereof. The field work was performed May 6-13, 2022.

To the best of my knowledge and belief the within plat also represents a survey made under my supervision in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code. The data was gathered using standard rod surveying techniques with an Electronic total station and data collector and/or using Global Positioning (GPS). Elevations on hard surfaces or structures are accurate to within 0.05 foot. Elevations on natural surfaces are accurate to within 0.1 foot. Contours are plotted based upon interpolation of spot elevations shown hereon and are accurate to generally within one half contour interval.

Mark S. Hennessey, PS

Professional Surveyor #LS20300038

October 26, 2022

Revised 11/4/22 Certified Parties.



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Mark S. Hennessey

Prepared by: Mark S. Hennessey

Item #1:

Monumentation as noted.

Item #2:

The address of the surveyed Lot is 1436 Win Hentschel Boulevard, West Lafayette, Indiana.

Item #4:

Lot Area (as surveyed): 165,017 square feet, more or less.

Item #7(a):

No buildings were observed on the surveyed Lot at the time the fieldwork for this survey was performed.

Item #8:

Substantial features observed in the process of conducting the survey are shown. Portions of the surveyed Lot were being utilized for staging, storage and parking related to construction activities at the time. Spoil piles and a gravel drive are shown as observed at the time the fieldwork for this survey was performed.

Item #9:

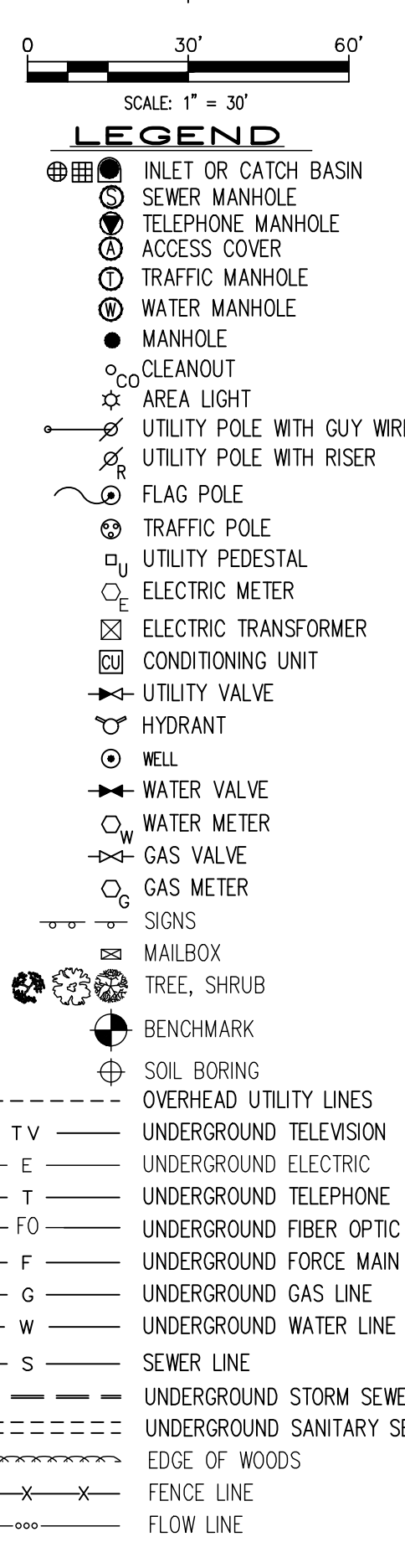
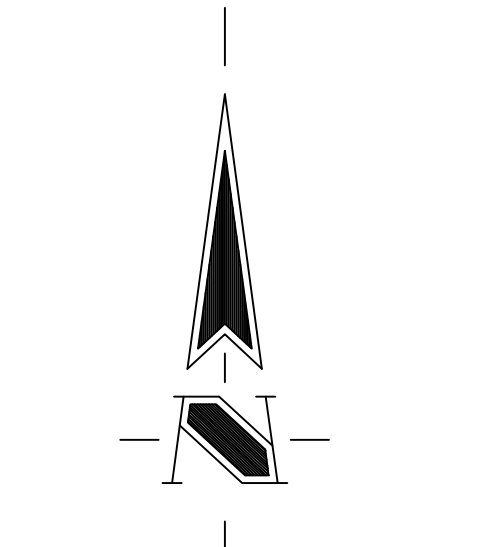
No marked parking spaces were observed on the surveyed Lot.

Item #13:

Names listed from county records.

Item #16:

Portions of the surveyed Lot were being utilized for staging, storage and parking related to construction activities at the time. Spoil piles and a gravel drive are shown as observed at the time the fieldwork for this survey was performed. This survey reflects site conditions as of the fieldwork date. Changes may have occurred after the fieldwork for this survey and therefore may not be reflected.



UTILITY NOTE:

A UTILITY LOCATION REQUEST WAS SUBMITTED TO IRTH ONE CALL ON 6/24/2022 (TICKET NUMBER #2206244052) BY A REPRESENTATIVE FROM SCHNEIDER GEOMATICS. THIS REQUEST WAS FOR THE SURVEYED AREA AS SHOWN. SOME OF THE UTILITY LINES SHOWN HEREON ARE SHOWN PER FIELD MARKINGS BY THE RESPECTIVE UTILITY REPRESENTATIVES. INFORMATION FROM PRIOR PROJECTS WAS COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF THE UNDERGROUND FEATURES CANNOT BE ACCURATELY COMPLETELY, AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT SPOT EXCAVATIONS MAY BE NECESSARY.
NOTE: AT THE TIME THE FIELDWORK FOR THIS SURVEY WAS PERFORMED, ONLY WATER AND SEWER MARKINGS WERE OBSERVED ON SITE. THERE ARE LIKELY OTHER UTILITIES ON SITE.

SCOPE DRAWINGS:

These drawings indicate the general scope of the project in terms of construction design, including the placement of the building, the major architectural elements and the type of electrical, mechanical and plumbing systems.

REVISIONS:

1. 11/4/22 MSH Certified parties.

ISSUE DATE DRAWN BY CHECKED BY

06.27.22

DRAWING TITLE:

SURVEY

CERTIFIED BY:

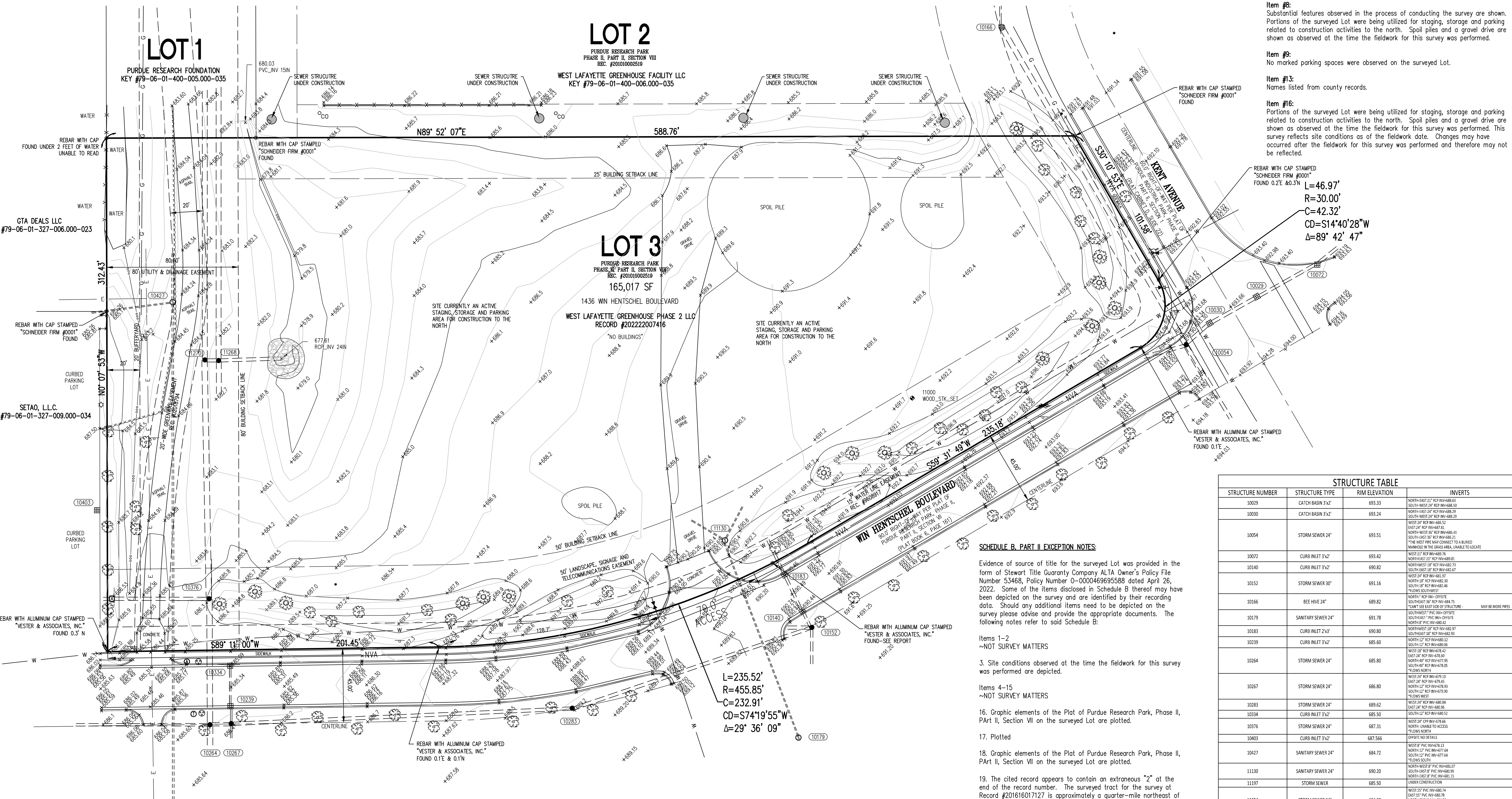
(Signature area)

DRAWING NUMBER

B100

PROJECT NUMBER

2022031



STRUCTURE TABLE with columns: STRUCTURE NUMBER, STRUCTURE TYPE, RIM ELEVATION, INVERTS. Lists various structures like catch basins, storm sewers, and sanitary sewers with their elevations and invert locations.

SCHEDULE B, PART II EXCEPTION NOTES:

- Evidence of source of title for the surveyed Lot was provided in the form of Stewart Title Guaranty Company ALTA Owner's Policy File Number 53468, Policy Number 0-000469695588 dated April 26, 2022. Some of the items disclosed in Schedule B thereof may have been depicted on the survey and are identified by their recording data. Should any additional items need to be depicted on the survey please advise and provide the appropriate documents. The following notes refer to said Schedule B:
Items 1-2 -NOT SURVEY MATTERS
3. Site conditions observed at the time the fieldwork for this survey was performed are depicted.
Items 4-15 -NOT SURVEY MATTERS
16. Graphic elements of the Plat of Purdue Research Park, Phase II, Part II, Section VII on the surveyed Lot are plotted.
17. Plotted
18. Graphic elements of the Plat of Purdue Research Park, Phase II, Part II, Section VII on the surveyed Lot are plotted.
19. The cited record appears to contain an extraneous "2" at the end of the record number. The surveyed tract for the survey at Record #201616017127 is approximately a quarter-mile northeast of the surveyed tract for the immediate survey.
20. NOT A SURVEY MATTER.
21. Plotted. The underlying Final Plat appears to contain an incorrect record number citation for the Greenway Easement.
Items 22-23 -NOT SURVEY MATTERS

OWNER OF RECORD: West Lafayette Greenhouse Phase 2 LLC
DEED OF RECORD: Record #20222007416
TAX KEY NUMBER: 79-06-01-400-007.000-035

INARI logo and CSO logo with contact information for CSO: 865 Westmore Crossing, Indianapolis, IN 46240, 317.648.3800 | csocncr.net

Schneider Geomatics logo and STRONGBOX logo.

INARI GREENHOUSE PHASE 3 logo and address: Win Hentschel Blvd, West Lafayette, Indiana 47906.

Project information including drawing title (SURVEY), drawing number (B100), and project number (2022031).

**NOTICE OF ADOPTION OF DECLARATORY  
RESOLUTION AND PUBLIC HEARING  
RELATED TO THE DESIGNATION OF AN  
ECONOMIC REVITALIZATION AREA  
IN THE CITY OF WEST LAFAYETTE, INDIANA,  
AND CERTAIN WAIVERS RELATED THERETO**

You are hereby notified that on January 3, 2023, the Common Council of the City of West Lafayette, Indiana (the "Common Council") adopted Resolution No. 01-2023 entitled "Resolution Declaring the Designation of An Economic Revitalization Area and Preliminarily Approving the Deduction from Assessed Value of New Real Property Improvements" for the designation of an Economic Revitalization Area (the "Declaratory Resolution"). You are further notified that the Common Council will hold a public hearing to consider confirming, modifying and confirming, or rescinding the Declaratory Resolution.

Inari Agriculture, Inc and West Lafayette Greenhouse Phase 2, LLC (collectively, the "Applicant") intends to construct a redevelopment or rehabilitation project consisting of the construction of a new 41,000 square foot research and development facility to produce advanced and resilient seeds for the food production industry (collectively, the "Project"). The Declaratory Resolution designates the Area as an Economic Revitalization Area pursuant to IC 6-1.1-12.1. The Declaratory Resolution also finds that the amount of investment in real property, the increased employment, and other benefits of the Project justify the granting of real property tax deductions for five years to the Applicant pursuant to I.C. 6-1.1-12.1. A copy of the Declaratory Resolution, which includes a description of the Area, is available for inspection in the office of the West Lafayette City Clerk and at the Tippecanoe County Assessor's Office.

The public hearing will be held on Monday, February 6, 2023, at 6:30 p.m. (local time) at the Council Chambers at City Hall, located at 222 N. Chauncey Avenue, West Lafayette, Indiana. At the public hearing, the Common Council will receive and hear all remonstrances and objections from interested persons with respect to the Declaratory Resolution. After considering the evidence, the Common Council will take final action determining whether the qualifications for an economic revitalization area have been met and confirming, modifying and confirming, or rescinding the Declaratory Resolution. This determination will be final, subject to certain rights to appeal under I.C. 6-1.1-12.1-2.5.

Dated this 17 day of January 2023

CITY OF WEST LAFAYETTE, INDIANA  
Sana G. Booker, City Clerk

Publish: January 17, 2023

Res. No. 01-2023

**Journal and Courier**  
823 Park East Boulevard, Suite C  
Lafayette, IN 47905  
Tippecanoe County, Indiana

Federal Id: 16-0980985

**CITY OF WEST LAFAYETTE**

Account #:LAF-0000002551  
Order #:0005558445  
# of Affidavits: 2

Total Amount of Claim:\$52.26

**This is not an invoice**

**CITY OF WEST LAFAYETTE**  
222 N CHAUNCEY AVE  
WEST LAFAYETTE, IN 47906

**RECEIVED**  
**JAN 24 2023**  
**CLERK**

**PUBLISHER'S AFFIDAVIT**

**STATE OF WISCONSIN, } ss:**  
**County Of Brown**

Personally appeared before me, a notary public in and for said county and state, the undersigned

I, being duly sworn, say that I am a clerk for **THE LAFAYETTE NEWSPAPERS a JOURNAL and COURIER** newspaper of general circulation printed and published in the English language in the city of **LAFAYETTE** in state of Indiana and county of Tippecanoe, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 times., the issues being dated as follows:

Issues Dated 01/17/2023

Newspaper has a website and this public notice was posted in the same day as it was published in the newspaper.

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

D. Roberts

Date: 1-17- 2023 Title: Clerk

Subscribed and sworn to before me this 17 day of January, 2023

Kathleen Allen

Notary Public

Notary Expires:

1-2-26

KATHLEEN ALLEN  
Notary Public  
State of Wisconsin

\_\_\_\_\_  
(Governmental Unit)

To: JOURNALAND COURIER

\_\_\_\_\_  
County, Indiana

**Lafayette, IN**

**PUBLISHER'S CLAIM**

COMPUTATION OF CHARGES

52 lines, 2 columns wide equals 104 equivalent lines at \$0.50 per line @ 1 days, \$52.26

Website Publication \$0

Acct #:LAF-0000002551

Ad #: 0005558445

Charge for proof(s) of publication \$0.00

TOTAL AMOUNT OF CLAIM \$52.26

DATA FOR COMPUTING COST

Width of single column 9.5 ems

Number of insertions 1

Size of type 7 point

Claim No. \_\_\_\_\_ Warrant No. \_\_\_\_\_  
IN FAVOR OF  
**The Journal and Courier**  
Lafayette, IN  
Tippecanoe County  
823 Park East Blvd., Suite C Lafayette, IN 47905

I have examined the within claim and hereby certify as follows:

That it is in proper form.

This it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently (correct)  
(incorrect)

\$ \_\_\_\_\_  
On Account of Appropriation For

FED. ID  
#16-0980985

Allowed \_\_\_\_\_, 20\_\_\_\_

In the sum of \$ \_\_\_\_\_

I certify that the within claim is true and correct; that the services there-in itemized and for which charge is made were ordered by me and were necessary to the public business.

\_\_\_\_\_  
\_\_\_\_\_

NOTICE OF ADOPTION OF DECLARATORY  
RESOLUTION AND PUBLIC HEARING  
RELATED TO THE DESIGNATION OF AN  
ECONOMIC REVITALIZATION AREA  
IN THE CITY OF WEST LAFAYETTE, INDIANA,  
AND CERTAIN WAIVERS RELATED THERETO

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The public hearing will be held on Monday, February 6, 2023, at 6:30 p.m. (local time) at the Council Chambers at City Hall, located at 222 N. Chauncey Avenue, West Lafayette, Indiana. At the public hearing, the Common Council will receive and hear all remonstrances and objections from interested persons with respect to the Declaratory Resolution. After considering the evidence, the Common Council will take final action determining whether the qualifications for an economic revitalization area have been met and confirming, modifying and confirming, or rescinding the Declaratory Resolution. This determination will be final, subject to certain rights to appeal under I.C. 6-1.1-12.1-2.5.

Dated this 17 day of January 2023

CITY OF WEST LAFAYETTE, INDIANA  
Sana G. Booker, City Clerk  
hspaxlp

01/17/2023 - 0005558445

**RESOLUTION NO. 05-2023**

**RESOLUTION CONFIRMING THE DESIGNATION OF AN ECONOMIC REVITALIZATION AREA AND APPROVING THE DEDUCTION FROM ASSESSED VALUE OF CERTAIN NEW PERSONAL PROPERTY**

WHEREAS, the City of West Lafayette, Indiana (the “City”) has been requested by Inari Agriculture, Inc. and/or any affiliate thereof (collectively, the “Applicant”) to find pursuant to IC 6-1.1-12.1-2 that an area within the City (the “Area”) is an Economic Revitalization Area, which Area will contain the Project (as hereinafter defined); and

WHEREAS, the Common Council of the City (the “Council”) has prepared a simplified description of the Area or maps and plats that identify the Area, attached as Exhibit A; and

WHEREAS, the Area is located within the jurisdiction of the City for the purposes set forth in IC 6-1.1-12.1-2; and

WHEREAS, the Applicant intends to undertake significant investment in new research and development equipment on certain land within the Area, as described in the Form SB-1/PP (Statement of Benefits, Personal Property) (the “Statement of Benefits”) submitted by the Applicant to the Council (the “Project”); and

WHEREAS, the Council has reviewed the Statement of Benefits; and

WHEREAS, pursuant to IC 6-1.1-12.1-2, on January 3, 2023, the Council adopted a resolution (the “Declaratory Resolution”), which designated the Area as an “economic revitalization area” pursuant the Act and approved personal property tax deductions under IC 6-1.1-12.1-4.5 for eligible new equipment installed in the Area for up to five (5) years; and

WHEREAS, in compliance with IC 6-1.1-12.1-2.5, the Council published notice (the “Notice”) describing the adoption and substance of the Declaratory Resolution and stating that, on February 6, 2023, the Council would hold a public hearing (the “Public Hearing”) at which it will receive and hear all remonstrances and objections from interested persons, with respect to the Declaratory Resolution; and

WHEREAS, in compliance with IC 6-1.1-12.1-2.5, the Council filed, with each taxing unit that has authority to levy property taxes in the Area, a copy of the Notice and the Statement of Benefits; and

WHEREAS, in compliance with IC 6-1.1-12.1-2.5, on February 6, 2023, the Council held the Public Hearing at which it received, heard and considered evidence concerning the Declaratory Resolution and any remonstrances or objections with respect to the Declaratory Resolution; and

WHEREAS, pursuant to IC 6-1.1-12.1-2.5, the Council desires to take final action confirming the Declaratory Resolution.

**NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of West Lafayette, Indiana, as follows:**

Section 1. The Council hereby finds that (i) the Area is within the City and (ii) the Area has become undesirable for, or impossible of, normal development and occupancy because of a lack of development, cessation of growth, deterioration of improvements or character of occupancy, age, obsolescence, substandard buildings, or other factors which have impaired values and prevented a normal development of property and use of property.

Section 2. The Area is hereby declared to be an “economic revitalization area” pursuant to IC 6-1.1-12.1. The period for personal property tax deductions under IC 6-1.1-12.1-4.5 for eligible new equipment installed in the Area shall be up to five (5) years.

Section 3. Based on the information in the Statement of Benefits describing the Project, the Council makes the following findings:

(a) That the estimate of the cost of the new research and development equipment to be installed in connection with the Project is reasonable for projects of that type.

(b) That the estimate of the number of individuals who will be employed or whose employment will be retained as a result of the proposed installation of the new research and development equipment can reasonably be expected to result from the proposed installation of new research and development equipment.

(c) That the estimate of annual salaries of those individuals who will be employed or whose employment will be retained can reasonably be expected to result from the proposed installation of new research and development equipment.

(d) That the number of individual opportunities for employment, both temporary and permanent, and the compensation to be paid to employees, along with the value of the acquisition and construction of improvements as a result of the Project, create benefits of the type and quality anticipated by the Council within the Area and can reasonably be expected to result from the proposed installation of new research and development equipment.

(e) That the benefits described in the Statement of Benefits can reasonably be expected to result from the proposed installation of new research and development equipment.

(f) That the totality of benefits from the proposed installation of new research and development equipment constituting the Project is sufficient to justify a five (5)-year personal property tax deduction schedule.

Section 4. Based on the information in the Statement of Benefits and the foregoing findings, the Council, pursuant to IC 6-1.1-12.1, hereby approves and allows the Applicant personal property tax deductions for five (5) years as set forth in Section 2 for the proposed installation of new research and development equipment constituting the Project located in the Area.

Section 5. The percentage of deductions hereby approved for each of said five (5) years shall be as follows:

Year of Deduction	Percentage of Deduction
1	100%
2	80%
3	60%
4	40%
5	20%

Section 6. The Council hereby confirms the Declaratory Resolution, and the actions set forth in this Resolution are final, except for the limited rights of appeal provided under IC 6-1.1-12.1-2.5.

Section 7. The Clerk of the City is hereby authorized to make all filings necessary or desirable and to take all other necessary actions to carry out the purposes and intent of this Resolution and the deductions approved hereunder.

Section 8. This Resolution shall be in full force and effect from and after its passage by the Common Council and its approval by the Mayor of the City and such publications as may be required by law.

INTRODUCED ON FIRST AND ONLY READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

**EXHIBIT A**

**Description and Map of the Area**



**STATEMENT OF BENEFITS  
PERSONAL PROPERTY**

State Form 51764 (R5 / 1-21)

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:**

1. 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.
2. 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.
3. 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.
4. 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)
5. 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 <b>Inari Agriculture, Inc.</b>			Name of contact person <b>Stuart Brown</b>						
Address of taxpayer (number and street, city, state, and ZIP code) <b>One Kendall Square, Building 600/700, 5th Floor, Suite 7-501, Cambridge, MA 01239</b>						Telephone number <b>( 774 ) 489-5343</b>			
SECTION 2		LOCATION AND DESCRIPTION OF PROPOSED PROJECT							
Name of designating body <b>City of West Lafayette</b>						Resolution number (s)			
Location of property <b>1436 Win Hentschel Blvd, West Lafayette, IN 47906</b>				County <b>Tippecanoe</b>		DLGF taxing district number <b>035</b>			
Description of manufacturing equipment and/or research and development equipment and/or logistical distribution equipment and/or information technology equipment. <i>(Use additional sheets if necessary.)</i>  Currently, Inari Agriculture has two locations in the United States; West Lafayette, IN and Cambridge, MA and one in Europe: Ghent, Belgium. Inari plans to invest in new manufacturing equipment in connection with a new 42,000 sqft greenhouse facility to expand operations. The estimated job creation is through December 31, 2026.						ESTIMATED			
						START DATE	COMPLETION DATE		
						Manufacturing Equipment			
						R & D Equipment		<b>06/30/2023</b>	<b>12/31/2026</b>
						Logist Dist Equipment			
IT Equipment									
SECTION 3		ESTIMATE OF EMPLOYEES AND SALARIES AS RESULT OF PROPOSED PROJECT							
Current Number <b>129</b>	Salaries <b>\$12,875,000</b>	Number Retained <b>129</b>	Salaries <b>\$12,875,000</b>	Number Additional <b>140</b>	Salaries <b>\$13,176,800</b>				
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								
	Plus estimated values of proposed project			<b>3,500,000</b>					
	Less values of any property being replaced								
	Net estimated values upon completion of project								
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) <b>11/15/2022</b>			
Printed name of authorized representative <b>Stuart Brown</b>				Title <b>Chief Financial Officer</b>					

**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 6-1.1-12.1-2.5, 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 \_\_\_\_\_ calendar years \* (see below). The date this designation expires is \_\_\_\_\_ . *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;  Yes  No  Enhanced Abatement per IC 6-1.1-12.1-18
  - 2. Installation of new research and development equipment;  Yes  No *Check box if an enhanced abatement was approved for one or more of these types.*
  - 3. Installation of new logistical distribution equipment.  Yes  No
  - 4. Installation of new information technology equipment;  Yes  No
- C. The amount of deduction applicable to new manufacturing equipment is limited to \$ \_\_\_\_\_ 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:
- Year 1  Year 2  Year 3  Year 4  Year 5  Enhanced Abatement per IC 6-1.1-12.1-18
  - Year 6  Year 7  Year 8  Year 9  Year 10 *Number of years approved: \_\_\_\_\_*
  - (Enter one to twenty (1-20) years; may not exceed twenty (20) years.)*
- 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. Except as provided in IC 6-1.1-12.1-18, 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.

Land Description  
(Excerpted from Record #20222007416)

Lot Number Three (3) in the Purdue Research Park, Phase II, Part II, Section VIII, City of West Lafayette, Tippecanoe County, Indiana, the plot of which is recorded on February 17, 2010 in Plot Cabinet B, page 7 and as Document No. 201010002519, in the office of the Recorder of Tippecanoe County, Indiana.

Surveyor's Report: NOTE: This survey reflects site conditions as of the fieldwork date. Changes may have occurred after the fieldwork for this survey was performed and therefore may not be reflected.

1. In accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code ("Rule 12"), the following observations and opinions are submitted regarding the various uncertainties in the locations of the lines and corners established in this survey as a result of uncertainties in reference monumentation, in record descriptions and plots, in lines of occupation, and as introduced by random errors in measurement ("Relative Positional Accuracy"). There may be unwritten rights associated with these uncertainties. The client should assume there is an amount of uncertainty along any line equal in magnitude to the discrepancy in the location of the lines of possession from the surveyed lines.

There may be differences of deed dimensions versus measured dimensions along the boundary lines shown hereon and, likewise, there may be found survey markers near, but not precisely at, some boundary corners. In cases where the magnitude of these differences are less than the Relative Positional Accuracy stated below and less than the uncertainty identified for the reference monumentation (discussed below), the differences may be considered insignificant and are shown only for purposes of mathematical closure. Such differences that are greater than the Relative Positional Accuracy and the uncertainty in reference monumentation should be considered worthy of notice and are therefore further discussed below.

This survey and report are based in part upon opinions formed in accordance with an Indiana Land Surveyor's responsibility to conduct a survey in accordance with "law or a precedent" (865 IAC 1-12-11(5), Rules of the Indiana State Board of Registration for Land Surveyors). Since Indiana has no statutes addressing how to resolve boundary lines, a solution based on principles derived from common law precedent must be relied upon as the basis for a boundary resolution.

Unless otherwise noted or depicted hereon, there is no evidence of occupation along the perimeter lines of the subject tract. All survey monuments set or found this survey are flush with existing grade unless otherwise noted.

The purpose of this survey is to perform an ALTA/NSPS Land Title Retrospective Survey of Lot 3 in Purdue Research Park Phase II, Part II, Section VIII, the plot of which is recorded at Record #201010002519 in the Office of the Recorder of Tippecanoe County, Indiana. Bearings are based on said Plot.

Reference is made to an ALTA/ACSM Land Title Survey of Lot 2 in the subject subdivision prepared by The Schneider Corporation and certified by Mark S. Hennessey, PS #LS20300038 on March 9, 2011 (last revised March 20, 2011).

Reference is made to an ALTA/NSPS Land Title Survey of Lot 2 in the subject subdivision prepared by Schneider Geomatics and certified by Mark S. Hennessey, PS #LS20300038 on January 8, 2021 (last revised June 16, 2021).

The Relative Positional Accuracy (due to random errors in measurement) of this survey is within the specifications for an Urban Class Survey (0.07 feet plus 50 ppm) as defined in IAC 865.

Reference Monuments:

Survey monuments were found at or near most of the corners and/or course changes of the surveyed Lot. The exception being that no monument was found marking the southwest end of the 235.18-foot course along Win Hentschel Boulevard. A rebar with an aluminum cap stamped "Vester and Associates, Inc." was found 24.3 feet southwest of said end and less than a tenth south of the north right-of-way line for Win Hentschel Boulevard. Other than said Vester monument, the positions of the found monuments were relied upon to retrace the associated lines and corners of the surveyed Lot. Record plot geometry was held for this survey, and variances of the monument positions is as noted. There is as much as 0.3-foot of uncertainty associated with the lines and corners of the surveyed Lot related to said monument positions.

Plots and Deeds of Record:

The subject Lot and its north adjoiner are part of the Final Plat for Purdue Research Park Phase II, Part II, Section VIII. Due to the simultaneous nature of the plotting process, there is no title uncertainty along the north line of the surveyed Lot.

The west line of the subject Lot and the east lines of the two tracts to the west are controlled by calls for the East line of the Southwest Quarter of Section 1, Township 23 North, Range 5 West. There is no title uncertainty along the west line of the surveyed Lot related to the deeds and plots of record.

The right-of-way lines for Win Hentschel Boulevard were established with the recording of the plat of Purdue Research Park, Phase II, Part II, Section VII. There is no title uncertainty associated with the south lines of the surveyed Lot related to the plots of record.

The right-of-way lines for Kent Avenue were established with the recording of the plat of Purdue Industrial Park, Phase II, Part II, Section 1. There is no title uncertainty associated with the east lines of the surveyed Lot related to the plots of record.

Surveyor's Report Continued:

Occupation Evidence:

A wire fence exists near a portion of the north end of the west line of the surveyed Lot. A portion of the northwest corner of the surveyed Lot as well as land to the north and west was under water at the time the fieldwork for this survey was performed. A parking lot exists west of the west line of the surveyed Lot.

Notes:

2. Ownership information indicated hereon is as identified in County or Township records or on title work provided by others.

3. With regard to utility lines shown hereon, source information from plans and markings, where provided, was combined with observed evidence of utilities to develop a view of those underground utilities. However, looking excavation, the exact location of underground features cannot be accurately, completely, and reliably depicted. Where additional or more detailed information is required, the client is advised that excavation may be necessary. See UTILITY Note.

5. Evidence of source of title for the subject tract was provided in the form of Stewart Title Guaranty Company ALTA Owner's Policy File Number 53468, Policy Number 0-000046995588 dated April 26, 2022. Some of the items disclosed in Schedule B thereof may be depicted on the survey. Should any additional items need to be depicted on the survey, please advise and provide appropriate documents.

CERTIFICATE OF SURVEY

ALTA/NSPS LAND TITLE SURVEY

To West Lafayette Greenhouse Phase 2 LLC and Horizon Bank:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Survey, jointly established and adopted by ALTA and NSPS, and includes Items 1,2,4,5,7(a),8,9,13 and 16 of Table A thereof. The field work was performed May 6-13, 2022.

To the best of my knowledge and belief the within plot also represents a survey made under my supervision in accordance with Title 865, Article 1, Chapter 12 of the Indiana Administrative Code. The data was gathered using standard rod surveying techniques with an Electronic total station and data collector and/or using Global Positioning (GPS). Elevations on hard surfaces or structures are accurate to within 0.05 foot. Elevations on natural surfaces are accurate to within 0.1 foot. Contours are plotted based upon interpolation of spot elevations shown hereon and are accurate to generally within one half contour interval.

Mark S. Hennessey, PS  
Professional Surveyor #LS20300038  
October 26, 2022  
Revised 11/4/22 Certified Parties.



I affirm, under the penalties for perjury, that I have taken reasonable care to redact each Social Security number in this document, unless required by law. Mark S. Hennessey

Prepared by: Mark S. Hennessey

With respect to Optional Table A Items:

Item #1: Monumentation as noted.

Item #2: The address of the surveyed Lot is 1436 Win Hentschel Boulevard, West Lafayette, Indiana.

Item #4: Lot Area (as surveyed): 165,017 square feet, more or less.

Item #7(c): No buildings were observed on the surveyed Lot at the time the fieldwork for this survey was performed.

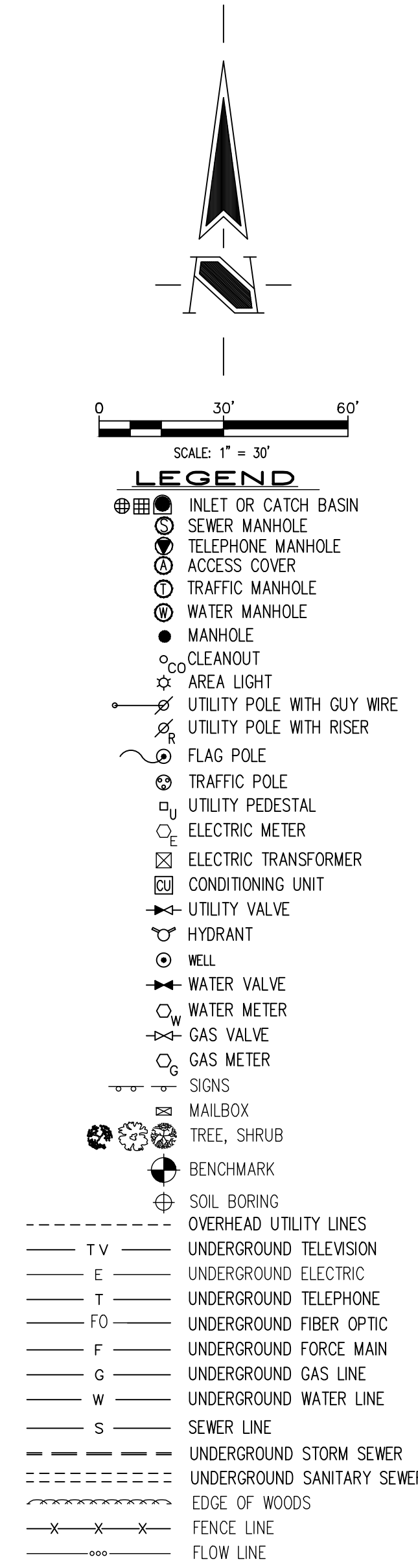
Item #8: Substantial features observed in the process of conducting the survey are shown. Portions of the surveyed Lot were being utilized for staging, storage and parking related to construction activities at the time. Spoil piles and a gravel drive are shown as observed at the time the fieldwork for this survey was performed.

Item #9: No marked parking spaces were observed on the surveyed Lot.

Item #13: Names listed from county records.

Item #16: Portions of the surveyed Lot were being utilized for staging, storage and parking related to construction activities at the time. Spoil piles and a gravel drive are shown as observed at the time the fieldwork for this survey was performed. This survey reflects site conditions as of the fieldwork date. Changes may have occurred after the fieldwork for this survey was performed and therefore may not be reflected.

Table with 4 columns: POINT #, NORTHING, EASTING, ELEVATION, DESCRIPTION. Contains data for points 3 through 404 and TBM 1 and 2.



UTILITY NOTE:

A UTILITY LOCATION REQUEST WAS SUBMITTED TO IRTH ONE CALL ON 6/24/2022 (TICKET NUMBER #2206244052) BY A REPRESENTATIVE FROM SCHNEIDER GEOMATICS. THIS REQUEST WAS FOR THE SURVEYED AREA AS SHOWN. SOME OF THE UTILITY LINES SHOWN HEREON ARE SHOWN PER FIELD MARKINGS BY THE RESPECTIVE UTILITY REPRESENTATIVES. INFORMATION FROM PRIOR PROJECTS WAS COMBINED WITH OBSERVED EVIDENCE OF UTILITIES TO DEVELOP A VIEW OF THOSE UNDERGROUND UTILITIES. HOWEVER, LACKING EXCAVATION, THE EXACT LOCATION OF THE UNDERGROUND FEATURES CANNOT BE ACCURATELY COMPLETELY, AND RELIABLY DEPICTED. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT SPOT EXCAVATIONS MAY BE NECESSARY.

NOTE: AT THE TIME THE FIELDWORK FOR THIS SURVEY WAS PERFORMED, ONLY WATER AND SEWER MARKINGS WERE OBSERVED ON SITE. THERE ARE LIKELY OTHER UTILITIES ON SITE.

SCOPE DRAWINGS:

These drawings indicate the general scope of the project in terms of construction design, including the placement of the building, the major architectural elements and the type of electrical, mechanical and plumbing systems. The drawings are not intended to be used for the procurement and completion of all requirements of the Contract.

On the basis of the general scope indicated or described, the final construction shall be based on items received for the proper execution and completion of the work.

REVISIONS:

1. 11/4/22 MSH Certified parties.

ISSUE DATE: 08.27.22  
DRAWN BY: [Blank]  
CHECKED BY: [Blank]

DRAWING TITLE:

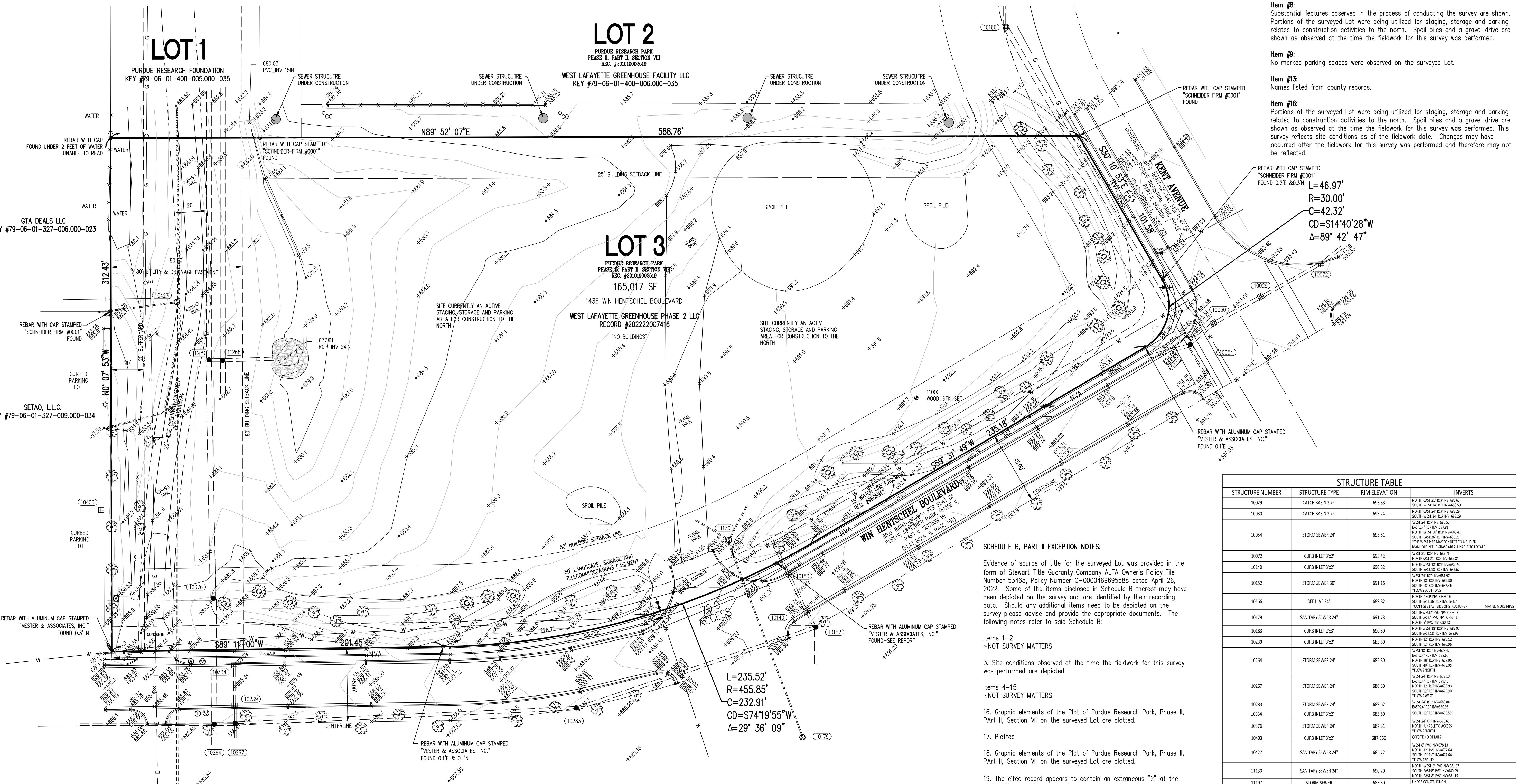
SURVEY

CERTIFIED BY:

DRAWING NUMBER: B100

PROJECT NUMBER: 2022031

OWNER OF RECORD:  
West Lafayette Greenhouse  
Phase 2 LLC  
DEED OF RECORD:  
Record #20222007416  
TAX KEY NUMBER:  
79-06-01-400-007-000-035



STRUCTURE TABLE with columns: STRUCTURE NUMBER, STRUCTURE TYPE, RIM ELEVATION, INVERTS. Lists various structures like catch basins, storm sewers, and sanitary sewers with their elevations and invert locations.

SCHEDULE B, PART II EXCEPTION NOTES:

- 1. Evidence of source of title for the surveyed Lot was provided in the form of Stewart Title Guaranty Company ALTA Owner's Policy File Number 53468, Policy Number 0-000046995588 dated April 26, 2022. Some of the items disclosed in Schedule B thereof may have been depicted on the survey and are identified by their recording data. Should any additional items need to be depicted on the survey please advise and provide the appropriate documents. The following notes refer to said Schedule B:
2. Site conditions observed at the time the fieldwork for this survey was performed are depicted.
3. Item 1-2: NOT SURVEY MATTERS
4. Item 1-15: NOT SURVEY MATTERS
16. Graphic elements of the Plat of Purdue Research Park, Phase II, Part II, Section VII on the surveyed Lot are plotted.
17. Plotted
18. Graphic elements of the Plat of Purdue Research Park, Phase II, Part II, Section VII on the surveyed Lot are plotted.
19. The cited record appears to contain an extraneous "2" at the end of the record number. The surveyed tract for the survey at Record #201616017121 is approximately a quarter-mile northeast of the surveyed tract for the immediate survey.
20. NOT A SURVEY MATTER.
21. Plotted. The underlying Final Plat appears to contain an incorrect record number citation for the Greenway Easement.
Items 22-23: NOT SURVEY MATTERS

**NOTICE OF ADOPTION OF DECLARATORY  
RESOLUTION AND PUBLIC HEARING  
RELATED TO THE DESIGNATION OF AN  
ECONOMIC REVITALIZATION AREA  
IN THE CITY OF WEST LAFAYETTE, INDIANA,  
AND CERTAIN WAIVERS RELATED THERETO**

You are hereby notified that on January 3, 2023, the Common Council of the City of West Lafayette, Indiana (the “Common Council”) adopted Resolution No. 02-2023 entitled “Resolution Declaring the Designation of An Economic Revitalization Area and Preliminarily Approving the Deduction from Assessed Value of New Personal Property” for the designation of an Economic Revitalization Area (the “Declaratory Resolution”). You are further notified that the Common Council will hold a public hearing to consider confirming, modifying and confirming, or rescinding the Declaratory Resolution.

Inari Agriculture, Inc (the “Applicant”) intends to install new research and development equipment as described in the Form SB-1/PP (Statement of Benefits, Personal Property) submitted by the Applicant on property located at 1436 Win Hentschel Boulevard, West Lafayette, Indiana 47906. The Declaratory Resolution designates the Area as an Economic Revitalization Area pursuant to IC 6-1.1-12.1. The Declaratory Resolution also finds that the amount of investment in personal property, the increased employment, and other benefits of the Project justify the granting of personal property tax deductions for five years to Inari pursuant to I.C. 6-1.1-12.1. A copy of the Declaratory Resolution, which includes a description of the Area, is available for inspection in the office of the West Lafayette City Clerk and at the Tippecanoe County Assessor’s Office.

The public hearing will be held on Monday, February 6, 2023 at 6:30 p.m. (local time) at the Council Chambers at City Hall, located at 222 N. Chauncey Avenue, West Lafayette, Indiana. At the public hearing, the Common Council will receive and hear all remonstrances and objections from interested persons with respect to the Declaratory Resolution. After considering the evidence, the Common Council will take final action determining whether the qualifications for an economic revitalization area have been met and confirming, modifying and confirming, or rescinding the Declaratory Resolution. This determination will be final, subject to certain rights to appeal under I.C. 6-1.1-12.1-2.5.

Dated this 17 day of January 2023.

CITY OF WEST LAFAYETTE, INDIANA  
Sana G. Booker, City Clerk

Publish: January 17, 2023

**Journal and Courier**

823 Park East Boulevard, Suite C  
Lafayette, IN 47905  
Tippecanoe County, Indiana

Federal Id: 16-0980985

**CITY OF WEST LAFAYETTE**

Account #:LAF-0000002551  
Order #:0005558461  
# of Affidavits: 2

Total Amount of Claim:\$51.26

**This is not an invoice**

**CITY OF WEST LAFAYETTE**

222 N CHAUNCEY AVE  
WEST LAFAYETTE, IN 47906

**RECEIVED**  
**JAN 24 2023**  
**CLERK**

**PUBLISHER'S AFFIDAVIT**

**STATE OF WISCONSIN, } ss:  
County Of Brown**

Personally appeared before me, a notary public in and for said county and state, the undersigned

I, being duly sworn, say that I am a clerk for **THE LAFAYETTE NEWSPAPERS** a **JOURNAL** and **COURIER** newspaper of general circulation printed and published in the English language in the city of **LAFAYETTE** in state of Indiana and county of Tippecanoe, and that the printed matter attached hereto is a true copy, which was duly published in said paper for 1 times., the issues being dated as follows:

Issues Dated 01/17/2023

Newspaper has a website and this public notice was posted in the same day as it was published in the newspaper.

Pursuant to the provisions and penalties of Ch. 155, Acts 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

*D. Roberts*

Date: 1-17, 2023 Title: Clerk

Subscribed and sworn to before me this 17 day of January, 2023

*Kathleen Allen*

Notary Public

Notary Expires:

1-7-25

KATHLEEN ALLEN  
Notary Public  
State of Wisconsin

To: JOURNAL AND COURIER

\_\_\_\_\_  
(Governmental Unit)

\_\_\_\_\_  
County, Indiana

**Lafayette, IN**

**PUBLISHER'S CLAIM**

COMPUTATION OF CHARGES

51 lines, 2 columns wide equals 102 equivalent lines at \$0.50 per line @ 1 days, \$51.26

Website Publication \$0

Acct #: LAF-000002551

Ad #: 0005558461

Charge for proof(s) of publication \$0.00

TOTAL AMOUNT OF CLAIM \$51.26

DATA FOR COMPUTING COST

Width of single column 9.5 ems

Number of insertions 1

Size of type 7 point

Claim No. \_\_\_\_\_ Warrant No. \_\_\_\_\_  
IN FAVOR OF  
**The Journal and Courier**  
Lafayette, IN  
Tippecanoe County  
823 Park East Blvd., Suite C Lafayette, IN 47905

\$ \_\_\_\_\_  
On Account of Appropriation For

FED. ID  
#16-0980985

Allowed \_\_\_\_\_, 20\_\_\_\_

In the sum of \$ \_\_\_\_\_

I certify that the within claim is true and correct; that the services there-in itemized and for which charge is made were ordered by me and were necessary to the public business.

\_\_\_\_\_  
\_\_\_\_\_

I have examined the within claim and hereby certify as follows:

That it is in proper form.

This it is duly authenticated as required by law.

That it is based upon statutory authority.

That it is apparently (correct)  
(incorrect)

\_\_\_\_\_

NOTICE OF ADOPTION OF DECLARATORY  
RESOLUTION AND PUBLIC HEARING  
RELATED TO THE DESIGNATION OF AN  
ECONOMIC REVITALIZATION AREA  
IN THE CITY OF WEST LAFAYETTE, INDIANA,  
AND CERTAIN WAIVERS RELATED THERETO

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Dated this 17 day of January 2023.

CITY OF WEST LAFAYETTE, INDIANA  
Sana G. Booker, City Clerk

01/17/2023 - 0005558461

hspaxlp

**RESOLUTION NO. 06-2023**

**A RESOLUTION CALLING FOR A SHARED UNDERSTANDING CONCERNING HOUSING BETWEEN PURDUE UNIVERSITY AND THE CITY OF WEST LAFAYETTE**

WHEREAS, Purdue University and the City of West Lafayette have a close relationship and are inextricably linked;

WHEREAS, that relationship has only grown closer in recent years;

WHEREAS, Purdue University and the City of West Lafayette have faced many challenges together, seizing upon crucial opportunities as a joint community;

WHEREAS, Purdue University has been growing its admissions over the past several years;

WHEREAS, the most recent Student Rental Report by the Tippecanoe County Area Plan Commission stated that, “over the course of the 2021-2022 school year, there were no vacancies reported” within the C parking limits established by Purdue University;

WHEREAS, increasing rental rates due to housing shortages undercut college affordability offered by tuition freezes and other incentives offered by Purdue University;

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

1. The City of West Lafayette encourages Purdue University to consider the availability of housing in the area when determining the number of students to admit to its West Lafayette campus.
2. Purdue University is encouraged to work to create more on-campus housing for students in accordance with its planned enrollment.
3. The City of West Lafayette commits to work in consultation with Purdue University to increase off-campus housing supply, focusing on the geographic area nearest campus and in accordance with the West Lafayette Downtown Plan.
4. The City of West Lafayette commits to work in good faith with Purdue University through continued conversation and planning to meet the housing shortage and its related cost for students.

INTRODUCED ON FIRST AND ONLY READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE \_\_\_\_\_  
DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

**RESOLUTION NO. 07-2023**

**RESOLUTION APPROVING INTERLOCAL COOPERATION  
AGREEMENT CONCERNING FOUR PRECIOUS PAWS  
LOW COST SPAY AND NEUTER CLINIC**

WHEREAS, controlling the population of dogs and cats by spaying and neutering provides an important benefit to the citizens of West Lafayette.

WHEREAS, the citizens of West Lafayette and the community at large will benefit by the use of the attached Interlocal Cooperation Agreement Between the City of Lafayette and the City of West Lafayette and The County of Tippecanoe Concerning Four Precious Paws Low Cost Spay & Neuter Clinic, Inc.

Now THEREFORE, BE IT RESOLVED, the attached Interlocal Cooperation Agreement is hereby approved and ratified.

INTRODUCED ON FIRST AND ONLY READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY RESOLVED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA  
ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS RESOLUTION APPROVED AND SIGNED BY ME ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

INTERLOCAL COOPERATION AGREEMENT  
 BETWEEN  
 THE CITY OF LAFAYETTE  
 AND  
 THE CITY OF WEST LAFAYETTE  
 AND  
 THE COUNTY OF TIPPECANOE  
 CONCERNING FOUR PRECIOUS PAWS LOW COST SPAY & NEUTER CLINIC, INC.

This Interlocal Cooperation Agreement is made this 24th day of January, 2023, by and between the City of Lafayette, Indiana (“Lafayette”), the City of West Lafayette, Indiana (“West Lafayette”), and the County of Tippecanoe, Indiana (the “County”) concerning Four Precious Paws Low Cost Spay & Neuter Clinic, Inc (the “Clinic”).

WHEREAS, the Clinic is a registered Indiana non-profit domestic corporation;

WHEREAS, the Clinic provides low cost spay and neuter services of cats and dogs;

WHEREAS, throughout the years, low cost spay and neuter services within Lafayette, West Lafayette, and the County have been provided by a combination of volunteers and organizations including, but not limited to, Crystal Creek Kennels, North Central Indiana Spay & Neuter, All Pets Animal Hospital, Wildcat Valley Animal Clinic, Wea Animal Hospital, and Low Cost Spay-Neuter Clinic, Inc;

WHEREAS, these entities are not currently sufficient to meet the spay and neuter demands in Lafayette, West Lafayette, and the County;

WHEREAS, spay and neuter services are integral components of controlling dog and cat populations in Lafayette, West Lafayette, and the County;

WHEREAS, the dog and cat population in Lafayette, West Lafayette, and the County cannot be effectively controlled by euthanasia and adoption alone;

WHEREAS, many local animal shelters, local animal rescues, and local pet owners are unable to afford conventional veterinarian prices for spay and neuter services;

WHEREAS, without adequate low cost spay and neuter options, Lafayette, West Lafayette, and the County will be less able to contend with the local dog and cat population;

WHEREAS, the Clinic wishes to expand into the Lafayette, West Lafayette, and County community;

WHEREAS, Lafayette, West Lafayette, and the County wish to temporarily subsidize a portion of the Clinic’s lease payments in order to incentivize their expansion into the Lafayette, West Lafayette, and County community;

WHEREAS, Lafayette, West Lafayette, and the County acknowledge that all three parties and the public at large will benefit by entering into this Interlocal Cooperation Agreement;

WHEREAS, the Interlocal Cooperation Act defined by Indiana Code § 36-1-7-1 *et seq.* is applicable to the parties and is intended by the parties to result in a binding agreement as defined in such statute and as further outlined herein;

WHEREAS, Lafayette, West Lafayette, and the County are political subdivisions which have the power and authority to enter into this Interlocal Cooperation Agreement; and

WHEREAS, a longstanding and productive history of cooperation between Lafayette, West Lafayette, and the County 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. Purpose. The purpose of this Interlocal Cooperation Agreement is for Lafayette, West Lafayette, and the County to jointly subsidize a portion of the Clinic's monthly rental payments for a period of three (3) years in order to provide the community with low cost spay and neuter services and to control cat and dog populations in the area.

There is a benefit to the public for Lafayette, West Lafayette, and the County to subsidize a portion of the Clinic's monthly rental payments as this Interlocal Cooperation Agreement will provide for the health and safety of the community by preventing the overpopulation of cats and dogs.

3. Duration. The duration of this Interlocal Cooperation Agreement shall be for an initial period of three (3) years beginning upon the date of approval by the fiscal bodies of Lafayette, West Lafayette, and the County and the execution hereof by the appropriate officials of the Parties.

4. Financing.

a. Leased premises. The property to be leased by the Clinic and partially subsidized by Lafayette, West Lafayette, and the County, is located at 1474 Industrial Drive Lafayette, Indiana (the "Leased Premises"). Base rent for the Leased Premises are \$52,200 in the first year (excluding an initial month in which no rent is being charged), \$55,908 in the second year, and \$55,908 in the third year.

b. Amount of financing. Lafayette, West Lafayette, and the County shall partially subsidize the Clinic's rental expenses in the amount of forty-eight thousand dollars (\$48,000.00) in the first year; an amount not to exceed thirty-six thousand dollars (\$36,000) in the second year; and an amount not to exceed twenty-four thousand dollars (\$24,000) in the third year ("Subsidy Payment").

c. Determination of ongoing financing. The parties intend that their subsidy for the Clinic

in years two or three should be reduced or eliminated if its operation is profitable. The parties will regard the operation as "profitable" if its gross income exceeds all costs other than depreciation. The parties recognize and agree that the administrative costs of a formal determination of profitability will likely exceed the money saved through a reduced subsidy amount and will, therefore, work in good faith to reach an agreement on an appropriate level of funding.

Lafayette shall be designated as the lead political subdivision and shall, for a period not to exceed three (3) years, be responsible for paying directly for or reimbursing the Clinic for the Subsidy Payment associated with the Leased Premises. The Subsidy Payment for the Leased Premises shall be made by Lafayette in a timely fashion and as arranged between Lafayette, the Clinic, and the owner of the Leased Premises, if necessary. Lafayette will enter into an appropriate agreement with Four Precious Paws with respect to the Subsidy Payment and flexibility with respect to the subsidy level based on profitability as described herein.

West Lafayette and the County shall be responsible for reimbursing Lafayette for their respective portions of the Subsidy Payment associated with the Leased Premises. It is agreed that the Subsidy Payment shall be shared by Lafayette, West Lafayette and the County as follows:

Lafayette	50% of Subsidy Payment
West Lafayette	10% of Subsidy Payment
County	40% of Subsidy Payment

All other expenses of the Clinic are excluded from this Interlocal Cooperation Agreement and shall be borne by the Clinic.

West Lafayette and the County shall reimburse Lafayette their respective portions of the Subsidy Payment in equal monthly installments.

5. Joint Board. The Joint Board to administer this Interlocal Cooperation Agreement shall be composed of the Mayor of Lafayette, the Mayor of West Lafayette, and one representative selected by the County Board of Commissioners, and shall have all powers reasonably necessary to carry out the purpose of this Interlocal Cooperation Agreement.

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 organize itself and its activities as reasonably necessary to conduct the Joint Board business. The Joint Board may 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.

The Joint Board's purpose is to: (1) administer lease payments from Lafayette to or on behalf of the Clinic for the Leased Premises; and (2) to administer payments from West Lafayette and the County to Lafayette to cover their *pro rata* share of the rental payments.

Lafayette, West Lafayette, and the County hereby delegate to and vest in the Joint Board the powers and duties necessary, useful and appropriate to: (1) accomplish the foregoing purposes; (2) make 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 Lafayette, West Lafayette, and the County in areas of mutual concern, common interest, or shared responsibility related to the purpose of this Interlocal Cooperation Agreement.

6. Duration. The duration of this Interlocal Cooperation Agreement shall be for a period of three (3) years. Any termination or extension will be as agreed in writing between the parties. To the extent necessary, the Joint Board will make recommendation for any financing, staffing, or budgeting which might arise hereafter.

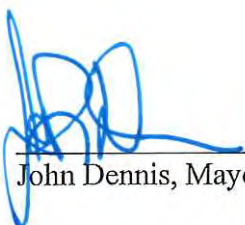
7. Effectiveness. This Interlocal Cooperation Agreement will be effective upon approval by the appropriate bodies of Lafayette, West Lafayette, and the County and upon recording with the Tippecanoe County Recorder.

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


Agreed the first date written above.

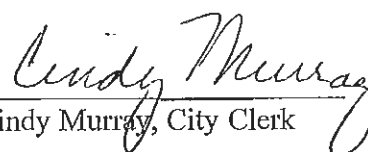
**City of West Lafayette**

**City of Lafayette**

By:   
John Dennis, Mayor

By:   
Tony Roswarski, Mayor

Attest:   
Sana Booker, City Clerk

Attest:   
Cindy Murray, City Clerk

**Tippecanoe County**

By: \_\_\_\_\_  
Tracy A. Brown, President  
Tippecanoe County Board of Commissioners

Attest: \_\_\_\_\_  
Jennifer Weston, Auditor

**AGREEMENT REGARDING  
LOW COST SPAY AND NEUTER CLINIC**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Four Precious Paws Low Cost Spay & Neuter Clinic, Inc (the “Clinic”), an Indiana Non-Profit Corporation (“Clinic”) and the City of Lafayette, Indiana (“Lafayette”).

WHEREAS, the Clinic is a registered Indiana domestic non-profit corporation;

WHEREAS, the Clinic provides low cost spay and neuter services for cats and dogs in Kokomo;

WHEREAS, throughout the years, low cost spay and neuter services within Lafayette, West Lafayette, and Tippecanoe County have been provided by a combination of volunteers and organizations including, but not limited to, Crystal Creek Kennels, North Central Indiana Spay & Neuter, All Pets Animal Hospital, Wildcat Valley Animal Clinic, Wea Animal Hospital, and Low Cost Spay-Neuter Clinic, Inc;

WHEREAS, these entities are not currently sufficient to meet the demands for spay and neuter services for cats and dogs in Lafayette, West Lafayette, and Tippecanoe County;

WHEREAS, spay and neuter services are integral components of controlling dog and cat populations in Lafayette, West Lafayette, and Tippecanoe County;

WHEREAS, the dog and cat population in Lafayette, West Lafayette, and Tippecanoe County cannot be effectively controlled by euthanasia and adoption alone;

WHEREAS, many local animal shelters, local animal rescues, and local pet owners are unable to afford conventional veterinarian prices for spay and neuter services;

WHEREAS, without adequate low cost spay and neuter options, Lafayette, West Lafayette, and Tippecanoe County will be less able to contend with the local dog and cat population;

WHEREAS, the Clinic wishes to expand into the Lafayette, West Lafayette, and Tippecanoe County community;

WHEREAS, Lafayette, West Lafayette, and Tippecanoe County wish to subsidize, temporarily, the Clinic’s lease payments in order to incentivize their expansion into the Lafayette, West Lafayette, and Tippecanoe County community; and

WHEREAS, Lafayette, West Lafayette, and Tippecanoe County have entered into an Interlocal Cooperation Agreement concerning the Clinic, which designates Lafayette as the lead political subdivision.

NOW THEREFORE, the parties agree as follows:

1. The Clinic has entered into a lease beginning on or about January 1, 2023, with payments to begin on February 1, 2023, for space located at 1474 Industrial Drive, Lafayette, Indiana, for use as a low cost spay-neuter clinic. A copy of the lease agreement is attached as Exhibit "A".
2. The Clinic will offer low cost spay and neuter services to residents of Tippecanoe County pursuant to the fee schedule attached hereto as Exhibit "B." The Clinic shall have the right to amend the fee schedule, provided, however, the Clinic provides a copy of the modified fee schedule to Lafayette at least sixty (60) days prior to the effective date of the new rates.
3. The Clinic shall require that any person providing veterinary services hold a valid license as may be required by the State of Indiana and all veterinary services or surgical procedures provided by Clinic shall comply with all laws and regulations and industry standards.
4. By March 1<sup>st</sup> of each year beginning in 2024, the Clinic shall provide a written report to Lafayette detailing the number of animals serviced, the types of services performed and the general address of the animals (i.e., Lafayette, West Lafayette, Tippecanoe County) in the prior calendar year.
5. This Agreement shall have an effective date of February 1, 2023 and shall remain in full force and effect through April 15, 2026, unless otherwise extended. The parties may extend or amend this agreement by mutual written agreement.
6. During the term of this Agreement, the City agrees to reimburse to the Clinic, a portion of the Clinic's rental costs as follows:  
  
Year 1 (February 1, 2023 – January 31, 2024) - Forty-Eight Thousand Dollars (\$48,000.00) payable in monthly installments of Four Thousand Dollars (\$4,000.00);  
Year 2 (February 1, 2024 – January 31, 2025) – Up to Thirty-Six Thousand Dollars (\$36,000.00) payable in monthly installments of one-twelfth of that year's subsidy amount;  
Year 3 (February 1, 2025 – January 31, 2026) – Up to Twenty-Four Thousand Dollars (\$24,000.00) payable in monthly installments of one-twelfth of that year's subsidy amount.

These payments shall be made in arrears with Lafayette's obligation to make the payments contingent on the Clinic having made rental payments to its landlord. Lafayette anticipates making the first monthly payment on or about March 15, 2023. However, if it is unable to reasonably do so because of government claims schedules or the need to obtain the necessary approvals for this agreement and/or the related interlocal agreement with the City of West Lafayette and Tippecanoe County, it may catch up the monthly payments at its earliest opportunity without interest or penalty.

Any payments for Year 2 and Year 3 are dependent on the profitability of the Clinic as described in Section 7.

7. It is the intent of the governmental entities to provide subsidies in years two and three in an amount that reflects the Clinic's profitability, if any. At the City's reasonable request, the Clinic shall provide financial statements and other supporting financial documentation concerning the Clinic's profitability. The final subsidy amount for years two and three shall be at the discretion of the City, in consultation with the City of West Lafayette and Tippecanoe County. Because financial information for a given year will likely not be available until a subsequent year has begun, the City may reduce or eliminate a subsidy during that year and/or may request repayment of any amounts the City regards as an overpayment of the subsidy. The City will make a final determination of the subsidy amount for the year not later than July 1 of that year.

8. **Termination.**

A. **Convenience.** Either party may terminate this agreement for convenience upon one hundred eighty (180) days written notice.

B. **Default.** Either party may terminate this Agreement for default by giving the other party a written notice of the default that specifies how the defaulting party has failed to comply with the agreement and that provides a period of at least thirty (30) days during which the defaulting party may cure the default. If the defaulting party fails to cure the default within the correction period, the non-defaulting party may immediately terminate the agreement upon providing written notice of termination.

9. **Indemnification.** The Clinic shall indemnify, defend and hold harmless Lafayette and their agents, assignees, invitees and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, for personal injury, death or property damage caused by the negligent acts or omissions of the Clinic or its agents, assignees, invitees and employees with respect to this Agreement.

10. **Insurance.** The Clinic shall provide insurance coverage and extend such coverage to protect Lafayette as follows:

- A. Worker's Compensation insurance – statutory limit. Workers Compensation shall include a Waiver of Subrogation endorsement in favor of Lafayette.
- B. General Liability (including automobile) – combined single limit of \$1,000,000. Lafayette shall be named as an Additional Insured and be given a 30 day notice of cancellation, non-renewal or significant change of coverage. Clinic's insurance shall be written on a "primary" basis and Lafayette's insurance shall be in excess of all of Clinic's available coverage.

11. **Notices.** All notices required or allowed to be given under this Agreement may be served personally or may be sent by U.S. Mail, postage prepaid to the addressed listed below:

To Lafayette:

City of Lafayette  
Attn: Mayor's Office  
20 N. 6<sup>th</sup> Street  
Lafayette, IN 47901

To Clinic:

Precious Paws Low Cost Spay & Neuter Clinic, Inc.  
Attn: Julie Wilson  
1474 Industrial Dr  
Lafayette, IN 47905

12. **E-Verify.** The Clinic must verify the work eligibility status of all newly hired employees of the Clinic through the E-Verify program operated by the United States Department of Homeland Security, by either direct enrollment or through the services of an independent contractor. If the E-Verify program ceases to exist, the Clinic will not be required to verify the work eligibility status of newly hired employees through the E-Verify program. The Clinic affirms under penalties for perjury that the Clinic does not knowingly employ an unauthorized alien.

13. **Waiver of Contract Breach.** The waiver by one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any provisions hereof, shall be limited to the particular instances, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for that particular instance.

14. **Entire Understanding of Agreement.** The Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Lafayette and the Clinic hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of this Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

15. **Non-Discrimination.** Pursuant to Indiana and Federal law, the Clinic and the Clinic's subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of the work under this Agreement, with respect to hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly

related to employment because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Agreement.

16. **Amendments.** The Agreement may only be amended, supplemented or modified by written documents executed in the same manner as this Agreement.

17. **Governing Law.** The Agreement and all of the terms and provisions thereof shall be interpreted and construed according to the laws of the State of Indiana. Should any clause, paragraph, or other part of this Agreement be held or declared to be void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or other parts of the Agreement, shall remain in full force and effect.

FOUR PRECIOUS PAWS LOW COST SPAY &  
NEUTER CLINIC, INC

Dated: 1/18/2023

By: Julie Wilson

Printed: Julie Wilso

Title: Executive Director

Approved by the Board of Public Works and Safety on the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Gary Henriott, President

\_\_\_\_\_  
Norm Childress, member

\_\_\_\_\_  
Amy Moulton, member

\_\_\_\_\_  
Cindy Murray, member

\_\_\_\_\_  
Ron Shriner, member

ATTEST:

\_\_\_\_\_  
Mindy Miller Riehle, 1<sup>st</sup> Deputy Clerk

Date: \_\_\_\_\_

**LEASE AGREEMENT**

H

This Lease Agreement ("Lease") is made as of December 26, 2022, between W. Kenneth Baldwin ("Landlord"), and Four Precious Paws Low Cost Spay & Neuter Clinic Inc., an Indiana not-for-profit corporation ("Tenant").

**Data Sheet**

The following terms shall have the meanings set forth in this section unless otherwise specifically modified by provisions of this Lease:

- (a) **"Premises"**: Approximately 6,000 square feet (the "Building") located at 1474 Industrial Dr, Lafayette, Indiana. (See Exhibit "A")
- (b) **"Commencement Date"**: January 1, 2023.
- (c) **"Expiration Date"**: January 31, 2028.
- (d) **"Term"**: Sixty-One (61) Months.
- (e) **"Rent Commencement Date"**: February 1, 2023
- (f) **"Base Rent"**: payable in equal monthly installments as follows:

January 1, 2023	to	January 31, 2023	no Base Rent
February 1, 2023	to	January 31, 2024	\$ 4,350.00 per month
February 1, 2024	to	January 31, 2028	\$ 4,659.00 per month
- (g) **"Security Deposit"**: Upon execution of this agreement, Tenant shall deposit a security deposit in the amount of \$ 4,350.00.
- (h) **Intentionally deleted**
- (i) **Option Period**: One (1) - 60-month option to renew at a rate to be mutually agreed upon by Landlord and Tenant at least 90 days prior to the expiration of the original term.
- (j) **"Permitted Uses"**: As a spay/ neuter and vaccine clinic office activities and other related functions associated with the business including veterinary services.
- (k) **"Signage"**: Tenant shall be permitted to place signage on said property. Said signs

must comply and receive approval of local authority.

(I) **Notice and Payment Addresses:**

Landlord: W. K. Baldwin  
1916 Happy Hollow Road  
West Lafayette, IN 47906  
Attn. Ken Baldwin  
765-463-2321

Tenant: Four Precious Paws Low Cost Spay & Neuter Clinic Inc.  
3117 S. LaFountain St  
Kokomo, IN 469002  
Attn. Julie Wilson  
765-450-6750  
fourpreciouspaws@yahoo.com

**ARTICLE I**  
**DEMISE; CONDITION OF PREMISES**

1.1 **Demise.** Landlord leases the Premises to Tenant and Tenant rents the Premises from Landlord for the Term in accordance with the provisions of this Lease. Landlord also grants to Tenant the non-exclusive right to use the parking lots, driveways and other common areas associated with the Building (the "Common Areas").

1.2 **Condition of Premises.** Landlord warrants that, as of the Commencement Date, the Premises and systems in or servicing the Premises (including the plumbing and electrical) shall be in good working order. The roof shall be free from leaks, and the Premises shall be structurally sound. At all times during this Lease or any extension thereof, Landlord shall have the sole responsibility to maintain the roof and structural portions of the Building in good order.

**ARTICLE II**  
**TERM**

2.1 **Commencement and Expiration.** The Term shall begin on the Commencement Date specified in the Data Sheet and shall end at 11:59 PM local time on the Expiration Date specified in the Data Sheet unless extended as provided below. Unless otherwise specified herein, the "Term" shall mean the term of this Lease, including any extensions or renewals thereof.

2.2 **Rent Prorations.** If the Commencement Date is other than the first day of a calendar month, Base Rent for the period from the Commencement Date to the end of the month shall be prorated daily. Similarly, Base Rent for any partial month at the end of the Term shall be prorated on a daily basis.

It is understood and agreed that the Base Rent amounts set forth herein include real estate

taxes, insurance, and common area maintenance, and such items shall not be separately charged to Tenant.

### **ARTICLE III RENT**

3.1 **Base Rent.** Tenant shall pay to Landlord, without setoff, deduction or demand, except as otherwise expressly set forth herein, Base Rent in equal monthly installments in advance on or before the first day of each month during the Term. For purposes of this Lease, the term "Rent" shall include Base Rent and all other amounts payable by Tenant to Landlord pursuant to this Lease.

### **ARTICLE IV QUIET ENJOYMENT**

Landlord represents and warrants to Tenant that (a) Landlord is the legal owner of the Building and the Common Areas, (b) Landlord has the right to make this Lease, and (c) Tenant shall be entitled to peaceably and quietly enjoy the Premises without hindrance or interference by any person or entity whatsoever, subject to and in accordance with the provisions of this Lease.

### **ARTICLE V INSURANCE, INDEMNITY AND RELEASES**

5.1 **Insurance.**

A. Tenant shall, at its expense, keep its personal property located at the Premises insured against loss or damage by fire and other risks.

B. Tenant shall, at its expense, maintain commercial general liability insurance ("CGL Insurance") against claims for bodily injury, death or property damage occurring at the Premises, to the limits of at least \$1,000,000.00 per occurrence, with Landlord and any mortgagees of the Premises whose names and contact information have been provided to Tenant being named thereon as additional insureds to the extent (i) of Tenant's indemnity obligations under Section 5.3 below, and (ii) covered by standard CGL Insurance.

B. Landlord shall, at its expense, keep the Building and improvements (other than Tenant's personal property) insured for their full replacement value against loss or damage by fire and such other risks as are included in a standard "Special Causes of Loss Form" policy, including, without limitation, windstorms, hail, explosions, vandalism, theft, malicious mischief, civil commotion, water damage and floods.

C. Insurance policies maintained pursuant to this Article shall be written by companies authorized to do business in the state in which the Premises is located.

5.2 **Release.** Tenant and Landlord each hereby waives, releases and discharges Landlord and Tenant, respectively, and their respective officers, employees, directors and agents

(the "Released Parties"), from any loss, liability, damage, suit, claim, action, fine, penalty, cost or expense, including reasonable attorney fees (collectively, "Loss"), arising out of damage to or destruction or loss of use of property caused by theft, casualty or any other cause whatsoever, to the extent of the insurance proceeds received by the releasing party (or which would have been received had such party carried the insurance that it is required to carry under this Lease) with respect to such Loss. This paragraph shall not affect the parties' repair obligations under other provisions of this Lease. Insurance policies maintained pursuant to this Article for loss or damage by fire or other risks shall permit the foregoing release of liability and include a waiver of subrogation clause as to the Released Parties.

5.3 Tenant's Indemnity. Except to the extent caused by, or arising or resulting from the negligence, gross negligence, or willful act of any of the Landlord Indemnified Parties (defined below), or a breach of this Lease by Landlord, Tenant shall indemnify and hold harmless Landlord, its officers, employees, directors and agents (the "Landlord Indemnified Parties") against and in respect of any Loss to the extent relating to or arising out of Tenant's use of or operations or activities on the Premises during the Term, including environmental contamination (or aggravation of existing environmental conditions) of the Premises, the groundwater of the Premises, or adjoining properties. If an action or proceeding is brought against any Landlord Indemnified Party by reason of any such Loss, Tenant, upon receipt of notice from such Landlord Indemnified Party, shall resist or defend the action or proceeding with counsel reasonably satisfactory to Landlord. This indemnity by Tenant shall survive the expiration or termination of this Lease.

5.4 Landlord's Indemnity. Except to the extent caused by or arising or resulting from the negligence, gross negligence, or willful act of any of the Tenant Indemnified Parties (defined below), or a breach of this Lease by Tenant, Landlord shall indemnify and hold harmless Tenant, its officers, employees, directors and agents (the "Tenant Indemnified Parties") against and in respect of any Loss to the extent relating to or arising out of the use of, maintenance of, repair of, or operations or activities on the Premises, the Building or the Common Areas by Landlord, any third party, Landlord's employees, and/or any prior owners, tenants or occupants prior to or during the Term, including environmental contamination (or aggravation of existing environmental conditions) of the Premises, the Building or the Common Areas, the groundwater of the Premises, the Building or the Common Areas, or adjoining properties. If an action or proceeding is brought against any Tenant Indemnified Party by reason of any such Loss, Landlord, upon receipt of notice from such Tenant Indemnified Party, shall resist or defend the action or proceeding with counsel reasonably satisfactory to Tenant. This indemnity by Landlord shall survive the expiration or termination of this Lease.

5.5 Environmental. Notwithstanding the foregoing or any provision of this Lease to the contrary: (a) at no time shall the Tenant use or store any Hazardous Substances on or about the Premises except that Tenant shall be permitted to store and use those Hazardous Substances needed for the Tenant's business provided that such use and storage shall comply with all local, state and federal regulation and Tenant shall be sole responsible for removal of all such material upon termination of this Lease; (b) Tenant shall not have any responsibility or obligation for clean-up, remediation, defense or indemnification with respect to any Hazardous Substances, except to the extent such Hazardous Substances are caused by the operations of Tenant at the Premises during the Term or any extension thereafter. At no time shall Tenant place any type of underground tanks

on or about the Premises.

## **ARTICLE VI** **ALTERATIONS AND IMPROVEMENTS**

6.1 Alterations to Premises. As a part of this Lease, the Landlord hereby gives consent for the Tenant to make alterations to the Premises as needed for Tenant's business (collectively, the "Alterations"); provided, however, that any Alterations that (a) affect the structural portions of the Premises (for purposes of this Lease, the "Structural Portions" of the Premises shall mean the foundation, floor, roof and roof membrane, exterior walls and skin, load bearing walls and columns, parking lots, driveways, utility systems, and HVAC systems), or (b) have a cost in excess of \$10,000.00 per occurrence, shall require Landlord's prior written consent, which such consent shall not be unreasonably withheld, conditioned, or delayed. All Alterations shall be done in a workman like manner and at the sole expense of the Tenant. As of the expiration or earlier termination of this Lease, all Alterations that are not removed by Tenant by the expiration or earlier termination of this Lease shall be deemed part of the Premises and Tenant shall not be obligated to remove them unless Landlord's approval of such Alterations was required by the terms of this Article VI and Landlord requested such removal in writing at the time approval was granted. Tenant shall indemnify, defend and hold harmless Landlord from any and all costs, liens, expenses, claims and liability to the extent resulting from Tenant's installation of Alterations.

## **ARTICLE VII** **MAINTENANCE AND REPAIR**

7.1 Except where this Lease specifies that certain maintenance of the Premises is the responsibility of Landlord, Tenant shall perform reasonable and customary maintenance of the Premises during the Term of this Lease, reasonable wear and tear excepted. For the avoidance of doubt, Landlord shall ensure that the overhead doors to the Premises are in good working order on the Commencement Date; thereafter, the Tenant shall be responsible for maintaining and repairing the overhead doors. Landlord, its employees and agents shall have the right to inspect the Premises at all reasonable times upon reasonable advance notice to confirm Tenant's use of the Premises and compliance with this Lease.

7.2 Except for the maintenance to be performed by Tenant pursuant to Section 7.1 above, Landlord shall, at its expense, perform all maintenance, repair and replacement of the Building and the Common Areas as are necessary, in Landlord's reasonable business judgment, to keep the same in good order, condition and repair, reasonable wear and tear excepted. In addition, Landlord shall, at its expense, keep the Building and the Common Areas in such repair as may be necessary to avoid the imposition of any fine or lien by any governmental authority as a result of physical deterioration of the Building and/or the Common Areas.

7.3 At the expiration or earlier termination of this Lease, Tenant shall deliver the Premises to Landlord in substantially the same condition as the Premises existed on the date of this Lease, except that Tenant's obligation will be subject to, and Tenant will not be obligated to repair or remove (a) reasonable wear and tear, (b) damage caused by any insured casualty, (c) damage caused by the negligence, act or omission of Landlord or its officers, employees,

contractors or agents, or by the breach of this Lease by Landlord, (d) permitted alterations for which Landlord's consent is not required or which are not expressly conditioned upon a written requirement for removal at the time Landlord's consent to allow such alterations is given, or (e) damage caused by a taking by any governmental authority. Notwithstanding the foregoing, Tenant shall have no responsibility to restore office space and restroom space at the expiration or termination of this Lease.

## **ARTICLE VIII** **ASSIGNMENT AND SUBLETTING**

8.1 Consent Required. Tenant shall not, without Landlord's prior written consent, which shall not be withheld unreasonably: (a) assign this Lease or any interest under it other than for security purposes, (b) sublet the Premises or any part of it, or (c) permit the use of the Premises by any parties other than Tenant, its agents, employees, invitees, and licensees.

## **ARTICLE IX** **ADDITIONAL COVENANTS OF TENANT**

9.1 Tenant agrees that it shall:

A. Use. Use the Premises only for Permitted Uses and not for the storage of Hazardous Substances (except as otherwise provided herein) or for any other purpose without Landlord's prior consent, which shall not be withheld unreasonably.

B. Sidewalks, Landscape, Drive and Parking Areas. Tenant shall not encumber or obstruct any sidewalks adjoining the Premises, nor allow them to be obstructed or encumbered, nor place anything on the sidewalks without Landlord's prior consent. Tenant shall keep all sidewalks, parking lots and driveways free of ice, snow and other conditions that are or may become unsafe. Tenant shall also be responsible to keep and maintain all landscaping in good condition during the term of this Lease or any extension thereafter.

C. Refuse. At its expense, keep the Premises clean and remove all refuse resulting from Tenant's operations.

D. Notice of Conditions. Promptly report to Landlord in writing any defective condition in the Premises known to Tenant.

E. Utilities. Pay any charges for utility services furnished to the Premises or charges levied by local authorities for such utilities; provided, however, the storm water runoff charges are already included as a part of the Base Rent.

F. Insurance. Not do or permit any act or condition in the Premises that would invalidate or conflict with any certificate of occupancy or insurance policy covering the Premises or that would otherwise make insurance unavailable. Tenant shall, at its expense, comply with all requirements of the National Board of Fire Underwriters, local rating bureaus, and any other similar body having jurisdiction.

G. Liens. At its expense, cause to be discharged or bonded over within thirty (30) days after filing any construction lien claim filed against the Premises for work or materials claimed to have been performed for or furnished to or on behalf of Tenant. Notwithstanding the foregoing, Tenant shall have the right to contest any such liens in good faith and shall not be obligated to discharge or bond against such liens, and Landlord shall not be entitled to discharge such liens on behalf of Tenant, unless and until the earlier of (i) the date on which the lien claimant obtains a final judgment with respect to its lien, or (ii) the date on which the discharge of such lien is required in order to consummate an arms-length sale or refinancing of the Premises to or by an unrelated third party.

H. Laws. At its expense, comply with all laws and orders of governmental authorities that impose any duty on Tenant arising from Tenant's use of the Premises, conditions created by or at the instance of Tenant, or a breach of any of Tenant's obligations under this Lease; provided, however, that Tenant shall not have any obligation to incur any expense or perform any Alterations to remedy, address, or cure any Americans with Disabilities Act violations pertaining to the Building or Common Areas.

I. Landlord's Right of Access. Give Landlord and its agents, employees, lessors, mortgagees and any other persons authorized by Landlord access to the Premises, at all reasonable times upon reasonable advance notice and at any time in an emergency, to (i) inspect the Premises, show the Premises for sale, or make repairs, additions or alterations, or (ii) show the Premises for lease during the last six (6) months of the Term only.

9.2 Tenant agrees that the covenants set forth in this Lease, including those set forth in Section 9.1, shall be binding upon Tenant, its subtenants and assignees, and their respective employees, agents and invitees, and that Tenant shall be liable for the breach of such covenants by any of such persons or entities to the same extent that Tenant would be liable for its breach of such covenants.

## **ARTICLE X**

### **DAMAGE BY FIRE OR OTHER CASUALTY**

In the event of fire or other casualty to the Premises, the Base Rent shall be abated entirely if twenty-five percent (25%) or more of the interior floor space of the Premises shall be damaged, but if less than twenty-five percent (25%) of the interior floor space shall be damaged, the Base Rent shall abate pro rata in direct proportion to the part of the Premises that shall then be unsuitable for Tenant's use. Subject to Tenant's termination rights pursuant to the next sentence, Landlord shall be required to restore the Premises as soon as possible, using due diligence. In the event that (a) the Premises shall not be restorable, (b) the restoration shall not have been commenced within thirty (30) calendar days after such casualty, or (c) full restoration shall not have been completed within sixty (60) calendar days after such casualty, then, in any such event, Tenant shall have the right to terminate this Lease effective immediately by written notice to Landlord. In the event this Lease is terminated pursuant to this Article X or Article XI below, the Base Rent shall be apportioned between Landlord and Tenant as of the date of the casualty or taking, as applicable.

**ARTICLE XI**  
**EMINENT DOMAIN**

11.1 Definition. "Eminent domain" shall include the exercise of the power of eminent domain or condemnation or any similar governmental power and any purchase or other acquisition in lieu of condemnation.

11.2 Termination. On an exercise of the power of eminent domain affecting the Premises or the Common Areas, Tenant may terminate this Lease by notice to Landlord within thirty (30) days after the date of the taking, specifying a termination date at least thirty (30) days after the date of the notice, if as a result of the taking so much of the Premises or the Common Areas is taken that the Premises are rendered unsuitable or the Common Areas inadequate for the purposes intended under this Lease.

11.3 Damages. All damages awarded for any taking of the fee and leasehold interests in the Premises shall belong to Landlord. Tenant may prove in any proceedings and receive a separate award for any other condemnation awards available under applicable law. If any damages are paid to Landlord and Tenant does not elect to terminate this Lease as provided above, the Rent will be equitably adjusted based on the portion of the Premises taken.

**ARTICLE XII**  
**DEFAULTS AND REMEDIES**

12.1 Defaults. Tenant shall be in default under this Lease if:

A. Tenant fails to pay to Landlord any payments due under this Lease when due and such nonpayment continues for ten (10) days after written notice of delinquency from Landlord to Tenant; or

B. Tenant fails to perform any of Tenant's other obligations under this Lease and such nonperformance continues for thirty (30) days after written notice from Landlord to Tenant; provided, however, that if such default cannot reasonably be cured within such thirty (30) day period, Tenant shall not be in default if it commences the cure thereof within such thirty (30) day period and thereafter diligently pursues such cure to completion; or

C. Tenant becomes the subject of, whether voluntarily or involuntarily, a petition in (i) bankruptcy or insolvency, or (ii) for liquidation, reorganization or involuntary dissolution, or (iii) for the appointment of a receiver or trustee of all or any of Tenant's property, or Tenant makes an assignment for the benefit of creditors or petitions for or enters into an arrangement with creditors, except that in an involuntary situation, no default shall exist unless the petition or appointment is not dismissed within ninety (90) days.

12.2 Landlord's Performance of Tenant's Obligations. In case of a non-monetary default

by Tenant, without waiving or releasing Tenant from any obligations, Landlord may remedy the default for the account and at the expense of Tenant, immediately and without notice in case of emergency, but in any other case only after Tenant's failure to remedy the default after notice and expiration of any applicable cure period.

12.3 Interest Charges. Any Rent, and any expenditures or obligations incurred for the payment of money in connection with either party's default, including but not limited to reasonable attorney fees and expenses incurred in instituting, prosecuting or defending any action or proceeding, or other amounts owing from one party to the other under this Lease, which are not paid within five (5) days after the due date, shall bear interest from the date due until paid at the lesser of (a) two (2) percentage points in excess of the prime rate of interest published in The Wall Street Journal, adjusted from time to time as this prime rate changes, or (b) the highest rate of interest permitted in the state where the Premises is located for similar obligations (the lesser of such rates being the "Default Rate").

12.4 Remedies. In the event of a default by Tenant under this Lease, (a) Landlord shall be entitled to enter upon the Premises and evict Tenant in accordance with applicable law, accelerate all Rent due under this Lease through the end of the Term and/or exercise any and all remedies available under applicable law, and (b) Tenant shall pay to Landlord all costs and expenses, including reasonable attorney fees, incurred by Landlord in exercising its remedies or enforcing its rights under this Lease.

12.5 Default by Landlord. To the extent Landlord is obligated under this Lease to pay any amounts, maintain or repair any portion of the Premises, or to perform any other obligation under this Lease, and Landlord fails to make such payment and/or perform such maintenance, repair or other obligation within thirty (30) days after receipt of written notice from Tenant of the necessity therefor (or within such shorter period of time, if any, as is reasonable in the event of an emergency), Tenant may make such payment or perform such maintenance, repair or other obligation, and Landlord shall reimburse Tenant for all reasonable costs and expenses expended by Tenant in connection therewith within fifteen (15) days after Landlord receives Tenant's written itemized statement. If Landlord fails to so reimburse Tenant, in addition to any other remedies available under applicable law, Tenant shall have the right to terminate this Lease and/or set off such amounts (plus interest thereon at the Default Rate) against the next ensuing Base Rent payments until Tenant has been fully reimbursed.

### **ARTICLE XIII** **SURRENDER OF PREMISES; HOLDOVER**

13.1 Surrender. On the Expiration Date or on the date of earlier termination of this Lease, Tenant shall (a) peaceably surrender the Premises in good order and in a condition consistent with Article VII above, reasonable wear and tear excepted, and (b) at its expense, remove from the Premises all property owned by or in the custody of Tenant and all property not timely removed shall be deemed abandoned. Tenant appoints Landlord its agent to remove Tenant's property from the Premises on termination of this Lease and to arrange for transportation and storage of Tenant's property for Tenant's benefit, all at Tenant's sole cost and risk, and Landlord shall not be liable for damage, theft, misappropriation, loss or in any other manner except

to the extent due to the negligence or willful act of Landlord, its officers, employees, directors or agents. Tenant shall reimburse Landlord on demand for any reasonable expenses incurred by Landlord with respect to demolition, removal, transportation or storage of abandoned property. Tenant shall promptly surrender at the place then fixed for the payment of Base Rent all keys for the Premises and shall inform Landlord of the combinations of any vaults, locks and safes left on the Premises.

13.2 Holdover. If Tenant remains in possession of the Premises after expiration or earlier termination of this Lease without the execution of a new lease, Tenant shall be deemed to be occupying the Premises from month-to-month, subject to all of the provisions of this Lease as are applicable to a month-to-month tenancy, and at a Base Rent equal to the then-current Base Rent, calculated and paid on a monthly basis, but prorated on a daily basis for any holdover of less than one (1) month.

#### **ARTICLE XIV** **MORTGAGEES AND PURCHASERS**

14.1 Priority. Tenant's rights under this Lease are and shall always be subordinate to the lien of any mortgages or other security instruments ("Superior Encumbrances") now or subsequently encumbering the Premises or any part of it, and to amendments, replacements, renewals and extensions of such Superior Encumbrances, provided that Tenant's use and occupancy of the Premises shall not be disturbed by any mortgagee or other security holder ("Security Holder") as long as Tenant is not in default under this Lease beyond any applicable notice and cure periods. This clause shall be self-operative and no further instrument of subordination shall be required, but Tenant shall execute such reasonable further assurances as Landlord may request, provided the Security Holder contemporaneously executes a nondisturbance agreement reasonably satisfactory to Tenant. Any Security Holder may elect that this Lease shall have priority over its Superior Encumbrance and on notification of this election by a Security Holder to Tenant, this Lease shall be deemed to have such priority whether this Lease is dated before or after the date of the Superior Encumbrance.

14.2 Estoppel Certificates. Tenant shall, from time to time within ten (10) days after Landlord's written request, execute, acknowledge and deliver to Landlord or its designee a written certification stating to Tenant's knowledge, without inquiry or investigation: (a) the date this Lease was executed and the date it expires; (b) the date Tenant entered into occupancy of the Premises; (c) the amount of each component of Rent and the date to which each component of Rent has been paid; (d) that this Lease is unmodified and in full force and effect (or if modified, that the Lease as modified is in full force and effect and stating the modifications); (e) that Landlord is not in default under any provision of this Lease (or if in default, the specific nature of the default); and (f) such other matters as may be reasonably requested by Landlord or any prospective purchaser or Security Holder of the Premises. Tenant shall modify the foregoing certification to reflect accurately the status of this Lease. Any prospective purchaser or Security Holder may rely on any certification delivered pursuant to this Section 14.2. Landlord shall execute a comparable estoppel certificate within ten (10) days after Tenant's written request.

14.3 Mortgagee's Right to Cure. Provided a Security Holder of the Premises notifies

Tenant in writing of its address, Tenant shall give the Security Holder, by certified or registered mail, or by overnight courier service, a copy of any notice of default served on Landlord and agrees that the Security Holder may, but need not, cure any such defaults within the time periods specified in Section 12.5.

14.4 Transfer of Landlord's Interest. If Landlord's interest in the Premises or any part of it is sold or transferred (other than transfers for security purposes only), Tenant shall attorn to the transferee, provided the transferee signs an assumption and nondisturbance agreement reasonably satisfactory to Tenant. Notwithstanding any such transfer, Landlord shall not be released from any liability accruing under this Lease prior to the effective date of such transfer.

## **ARTICLE XV MISCELLANEOUS PROVISIONS**

15.1 No Reservation. Submission of this Lease for examination does not constitute a reservation or option to lease the Premises. This Lease becomes effective as a lease only on execution and delivery by Landlord and Tenant.

15.2 No Partnership. The relationship of Landlord and Tenant created by this Lease shall not constitute or be construed as a partnership, principal-agent relationship, joint venture or other cooperative enterprise.

15.3 Entire Agreement. This Lease contains all agreements between Landlord and Tenant relating to its subject matter. No prior agreements or understandings shall be valid or of any force or effect and this Lease shall not be altered, modified or amended except in a written document signed by Landlord and Tenant.

15.4 Governing Law. This Lease shall be construed according to and governed by the internal laws of the State of Indiana without reference to the choice of law rules of such state or any other state.

15.5 Headings. Titles to sections of this Lease are not a part of the Lease and shall have no effect on the interpretation of any part of it.

15.6 Severability. Any provision of this Lease proven to be invalid, void or illegal shall not affect any other provision and the remaining provisions shall remain in full force and effect. If the intent of any provision of this Lease so indicates, a party's obligations under such section shall survive expiration or earlier termination of this Lease.

15.7 Notices and Consents. All notices and consents required or permitted under this Lease must be made in writing and served personally, by registered or certified mail, return-receipt requested, postage prepaid, or by next business day courier service, addressed as set forth in the Data Sheet or at such other address(es) as the parties may from time to time otherwise designate to each other in accordance with this Section 15.7. Notices and consents shall be deemed given (a) when personally delivered, (b) three (3) business days after being deposited in the mail, or (c)

one (1) business day after being given to the courier service. Unless otherwise specified, whenever a party's consent is required under this Lease, such consent shall not be unreasonably withheld, delayed or conditioned.

15.8 Dates; Force Majeure. Except where otherwise indicated, time is of the essence of this Lease. However, if circumstances beyond a party's control prevent timely performance of an obligation (other than an obligation to pay money), the time for performance shall be extended by the amount of time performance is prevented, provided the delayed party promptly notifies the other party about such delay and the cause of same.

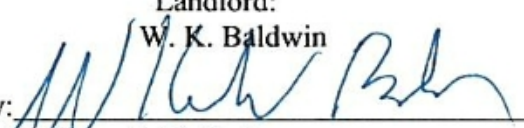
15.9 Waivers. Landlord and Tenant waive trial by jury in any action, proceeding or counterclaim brought by either of them against the other with respect to any matters whatsoever arising out of or in any way connected with this Lease, their relationship as landlord and tenant, Tenant's use or occupancy of the Premises and any statutory or other remedy.

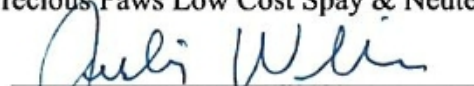
15.10 Attorney Fees. In the event either party commences litigation in order to enforce its rights under this Lease or as a result of a default by the other party, the losing party shall pay the reasonable attorney fees and expenses incurred by the prevailing party. The prevailing party is the party who receives substantially the relief sought by said party.

15.11 Persons Bound. This Lease binds and benefits Landlord and Tenant and their respective heirs, executors, administrators, personal representatives, successors and assigns.

15.12 Counterparts. This Lease may be executed by the exchange of signature pages via facsimile or other electronic means (with hard copy originals to follow by next business day delivery service) and in any number of counterparts, each of which shall be deemed an original but all of which shall constitute one and the same document.

Landlord and Tenant have executed this Lease Agreement as of the date first set forth above.

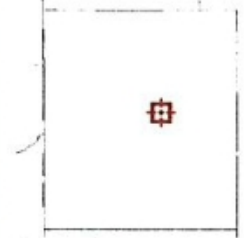
Landlord:  
W. K. Baldwin  
By:   
W. Kenneth Baldwin

Tenant:  
Four Precious Paws Low Cost Spay & Neuter Clinic Inc.  
By:   
Julie Wilson  
Its: President

**Beacon**<sup>TM</sup> Tippecanoe County, IN  
*EXHIBIT "A"*



Overview



Legend

- Parcels
- Make Tax Paymen
- County Boundary
- Roads

Parcel ID	79-07-27-477-001.000-004	Alternate ID	156-08103-0215	Owner Address	BALDWIN W KENNETH
Sec/Twp/Rng	--	Class	440 - Dry clean plant or laundry		1916 HAPPY HOLLOW
Property Address	1474 INDUSTRIAL DR	Acreage	0.46		WEST LAFAYETTE, IN 47906
	LAFAYETTE				
District	LAFAYETTE-FAIRFIELD TWP-LSC-B				
Brief Tax Description	MCCARTY LANE INDUSTRIAL SD PT 1PT LOT 2				
	(Note: Not to be used on legal documents)				

Date created: 10/21/2022  
 Last Data Uploaded: 10/21/2022 7:39:31 AM

Developed by Schneider  
 GEOSPATIAL



**4 Precious Paws Low Cost Spay & Neuter Clinic**  
**1474 Industrial Drive Lafayette, IN 47905**  
**Phone: 765-450-6750 Fax: 765-450-4379**

## Spay & Neuter Fees

**Includes: Rabies; DaPPv; Take Home Pain Medication for Male or Female**

Male Dogs:		Female Dogs:		Male Dogs E-collar if over 4-6 months	
0 - 25lbs.	\$110	0 – 25lbs.	\$120	10cm	\$10.00
26 - 50lbs.	\$120	26 – 50lbs.	\$130	12cm	\$12.50
51 – 75lbs.	\$130	51 – 75lbs.	\$140	15cm	\$15.00
76 – 110lbs.	\$170	76 – 100lbs.	\$200	25cm	\$17.00
Over 110lbs.	\$200^	Over 100lbs	\$225 ^	30cm	\$20.33

**Includes: Rabies; FVRCP; Single dose of Revolution (Applied in House); Pain medication**

**Male or Female Cat:     **\$110****

**Includes: Rabies; FVRCP; Single dose of Revolution (Applied in House); Pain medication.**

**Feral Cat Male or Female:     **\$65**     **MUST COME IN A LIVE TRAP!****

**\*If your pet has fleas at time of surgery CAPSTAR will be given at an additional fee of \$6.00 - \$12.00**



**4 Precious Paws Low Cost Spay & Neuter Clinic**  
**1474 Industrial Drive Lafayette, IN 47905**  
**Phone: 765-450-6750 Fax: 765-450-4379**

**EXTRA COSTS INCLUDE:**

Pregnant	\$25	Umbilical Hernia	\$30
Sub Q Fluids	\$10	Dewclaw Removal	\$20 (each)
Obese	\$30	Cryptocid	\$60 - \$85
Microchip/Registration	\$30	Nail trim/Ear cleaning	\$15

**Bloodwork** (recommended for pets 7yrs of age or older)

CBC/ Chemistry Panel	\$95.00
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**Additional Vaccines and Test:**

Leptospirosis	\$21	FeLv	\$23
Intra Trac KC (Kennel cough)	\$21		
Heartworm test	\$30	FeLv/FIV test	\$30

**Additional Deworming:**

Praziquantel (Tapeworms)	\$25/dose
Pyrantel (Rounds/Hooks)	\$20/dose



1474 Industrial Dr. Lafayette IN 47905 765.450.6750

## Vaccine Clinics Every Monday 9am-4pm

### Dog Vaccine Clinic Pricing

#### Exam fees

\$25 \_\_\_ First/single animal

\$5 \_\_\_ Each additional animal after the first animal (at same visit)

\$20 \_\_\_ Intact animal

#### Vaccines

Rabies \$20 \_\_\_ 1 year \_\_\_ 3 year Rabies vaccine(Add \$5)

DAPP \$20 \_\_\_

Bordetella \$21 \_\_\_

Lepto \$21 \_\_\_

#### Wellness packages

\$35 \_\_\_ Basic package – Rabies and DHPP

\$50 \_\_\_ Boarding/grooming package – Rabies, DHPP, & Bordetella (Kennel Cough)

\$55 \_\_\_ Camping/Hiking/Outdoors package – Rabies, DHPP, & Leptospirosis

\$65 \_\_\_ Mega package – Rabies, DHPP, Bordetella, & Leptospirosis

\$85 \_\_\_ Complete package – Rabies, DHPP, Bordetella, Leptospirosis, & Heartworm test (Add \$5) with 3 year Rabies vaccine

#### Other services

\$30 \_\_\_ Heartworm test – Recommended annually and must be performed prior to purchasing heartworm prevention

\$20 \_\_\_ Pyrantel pamoate – hookworm/roundworm dewormer (recommended as a basic puppy dewormer)

\$25 \_\_\_ Praziquantel injection – tapeworm dewormer (recommended for pets that have recently had fleas and/or pets that have passed tapeworms in their stool)

\$30 \_\_\_ Microchip

\$20 \_\_\_ Nail trim



## **Vaccine Clinics Every Monday 9am-4pm**

### **Feline Vaccine Clinic Pricing**

#### **Exam fees**

\$25 \_\_\_ First/single animal

\$5 \_\_\_ Each additional animal after the first animal (at same visit)

\$20 \_\_\_ Intact animal

#### **Vaccines**

Rabies \$20 \_\_\_ 1 year \_\_\_ 3 year Rabies vaccine(Add \$5)

FVRCP \$20 \_\_\_

FeLV \$23 \_\_\_

#### **Wellness packages**

\$35 \_\_\_ Indoor package – Rabies and FVRCP Rabies: 1 year \_\_\_ (Add \$5) with 3 year Rabies vaccine

\$55 \_\_\_ Outdoor package – Rabies, FVRCP, FeLV Rabies: 1 year \_\_\_ (Add \$5) with 3 year Rabies vaccine

#### **Other services**

\$30 \_\_\_ FeLV/FIV testing – Recommended for all cats with an unknown history and any cat that has potentially been exposed to FeLV or FIV.

\$20 \_\_\_ Pyrantel pamoate – hookworm & roundworm dewormer (recommended as basic kitten dewormer)

\$25 \_\_\_ Praziquantel injection – tapeworm dewormer (recommended for pets that have recently had fleas and/or pets that have passed tapeworms in their stool)

\$30 \_\_\_ Microchip

\$20 \_\_\_ Nail trim

**RESOLUTION NO. 08-2023**

**A RESOLUTION AMENDING ORDINANCE NO. 34-22 (AMENDED)  
AND RATIFYING REDISTRICTING PLAN FOR CITY COUNCIL DISTRICTS**

WHEREAS, this Council passed Ordinance 34-22 (Amended) An Ordinance To Amend West Lafayette City Code Chapter 2 Concerning The Designation Of Council Districts on December 5, 2022 which designated new Council Districts as required by Indiana Code Sec. 36-4-6-3 due to the 2020 federal census; and

WHEREAS, in consultation with the Tippecanoe County Election Board, certain adjustments are required to Ordinance No. 34-22 (Amended) which will decrease the number of split precincts and thereby improve the accuracy, efficiency, and convenience of the electoral system and the citizens' voting experience; and

WHEREAS, the adjustments which are required will preserve the intent and maintain the purpose and effect of Ordinance No. 34-22 (Amended); and

WHEREAS, the adjustments which are required have been approved by the Tippecanoe County Election Board and have been submitted to the Indiana State Election Commission by the requisite deadline of January 17, 2023.

THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE that Ordinance No. 34-22 (Amended) An Ordinance To Amend West Lafayette City Code Chapter 2 Concerning The Designation Of Council Districts is amended by substituting the attached Exhibit A in complete replacement and substitution for Section 1 of Ordinance No. 34-22 (Amended).

FURTHER, the attached Exhibit A is approved and ratified as the City of West Lafayette Common Council's complete and correct submission of Council Districts and Precincts to the Tippecanoe County Election Board and the Indiana State Election Board with an effective date of January 11, 2023.

INTRODUCED ON FIRST READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

MOTION TO ADOPT MADE BY COUNCILOR \_\_\_\_\_, AND SECONDED BY COUNCILOR \_\_\_\_\_.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023, HAVING BEEN PASSED BY A VOTE OF \_\_\_\_ IN FAVOR AND \_\_\_\_ OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco				
Brown				
Bunder				
DeBoer				
Hardesty				
Leverenz				
Parker				
Sanders				
Thomas				

\_\_\_\_\_  
Peter Bunder, Presiding Officer

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

\_\_\_\_\_  
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 2023.

\_\_\_\_\_  
John R. Dennis, Mayor

Attest:

\_\_\_\_\_  
Sana G. Booker, Clerk

EXHIBIT A

Section 1. Section 2-24 of the West Lafayette City Code be amended as follows:

(a) District 1 Census Block

BLOCKID	DISTRICT
181570054012032	1
181570054012030	1
181570054012031	1
181570054012026	1
181570055001023	1
181570055001002	1
181570055001022	1
181570055001015	1
181570055001020	1
181570055001021	1
181570055001001	1
181570055001018	1
181570055001007	1
181570055001019	1
181570055001000	1
181570055001016	1
181570055001017	1
181570055001006	1
181570054011009	1
181570054011006	1
181570054011010	1
181570054011007	1
181570054011008	1
181570055004002	1
181570055004003	1
181570055004000	1
181570055004001	1
181570055004005	1
181570055004004	1
181570055002002	1
181570055002003	1
181570055002001	1
181570055002000	1
181570054022017	1

181570054022014	1
181570054022018	1
181570054022012	1
181570054022006	1
181570054022010	1
181570054022011	1
181570054022003	1
181570054022009	1
181570054022013	1
181570054022008	1
181570054022005	1
181570054022007	1
181570054022019	1
181570055003001	1
181570055003002	1
181570055003000	1

(b) District 2 Census Block

BLOCKID	DISTRICT
181570054012024	2
181570054012025	2
181570054012023	2
181570054012018	2
181570054012019	2
181570054012010	2
181570054012008	2
181570054012029	2
181570054012005	2
181570054012004	2
181570054012009	2
181570054012027	2
181570054012001	2
181570054012003	2
181570054012002	2
181570054012006	2
181570054012000	2
181570054012028	2
181570112001026	2
181570112001025	2
181570112001011	2

181570112001018	2
181570112001007	2
181570112001013	2
181570112001003	2
181570112001004	2
181570112001008	2
181570112001015	2
181570112001010	2
181570112001006	2
181570112001009	2
181570112001014	2
181570112001016	2
181570112001024	2
181570112001012	2
181570112001021	2
181570112001019	2
181570112001023	2
181570112001022	2
181570112001017	2
181570112001005	2
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181570112002006	2
181570112002022	2

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181570112002010	2
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181570052003026	2
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181570052003016	2
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181570052003031	2
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181570052003008	2
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181570052003009	2

181570052003015	2
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181570052003024	2
181570052003022	2
181570052003021	2
181570052003033	2
181570052003019	2
181570052003020	2
181570052003027	2
181570052003007	2
181570054021002	2
181570054021006	2
181570054021003	2
181570054021005	2
181570054021000	2
181570054021004	2
181570054021001	2

(c) District 3 Census Block

BLOCKID	DISTRICT
181570105001002	3
181570105001001	3
181570105001000	3
181570105001007	3
181570055001014	3
181570055001010	3
181570055001005	3
181570055001013	3
181570055001012	3
181570055001004	3
181570055001011	3
181570104002002	3
181570104002004	3
181570104003001	3
181570104003000	3
181570104004003	3
181570104004004	3
181570104004002	3
181570104004005	3
181570104001001	3

181570104001002	3
181570104001000	3
181570105002000	3

(d) District 4 Census Block

BLOCKID	DISTRICT
181570112001001	4
181570052004013	4
181570052004010	4
181570052004015	4
181570052004018	4
181570052004002	4
181570052004008	4
181570052004006	4
181570052004014	4
181570052004009	4
181570052004005	4
181570052004017	4
181570051022023	4
181570051022028	4
181570051022027	4
181570051022029	4
181570051022030	4
181570051022020	4
181570051022024	4
181570051022022	4
181570051022025	4
181570102084001	4
181570102084010	4
181570102084007	4
181570102084000	4
181570102084009	4
181570102084008	4
181570102084005	4
181570102084004	4
181570102084006	4
181570102084003	4
181570102083014	4
181570102083001	4
181570102083018	4

181570102083013	4
181570102083006	4
181570102083004	4
181570102083005	4
181570102083016	4
181570102083003	4
181570102083002	4
181570102083015	4
181570052002000	4
181570052002002	4
181570052002004	4
181570052002001	4
181570052002003	4
181570052001008	4
181570052001003	4
181570052001012	4
181570052001011	4
181570052001004	4
181570052001000	4
181570052001002	4
181570052001001	4
181570052001005	4
181570052001006	4
181570052001009	4
181570052001010	4
181570052001007	4
181570052003003	4
181570052003000	4
181570052003004	4
181570052003006	4
181570052003001	4
181570052003002	4
181570052003005	4
181570051023010	4
181570051023006	4
181570051023007	4
181570051023012	4
181570051023011	4
181570051012016	4
181570051012003	4
181570051012011	4

181570051012010	4
181570051012007	4
181570051012012	4
181570051012018	4
181570051012017	4
181570051012001	4
181570051012005	4
181570051012019	4
181570051012013	4
181570051012008	4
181570051012014	4
181570051012000	4
181570051012006	4
181570051012004	4
181570051012002	4
181570051012015	4
181570051012009	4

(e) District 5 Census Block

BLOCKID	DISTRICT
181570051011026	5
181570051011009	5
181570051011001	5
181570051011019	5
181570051011006	5
181570051011003	5
181570051011020	5
181570051011021	5
181570051011000	5
181570051011008	5
181570051011010	5
181570051011017	5
181570051011005	5
181570051011025	5
181570051011022	5
181570051011004	5
181570051011007	5
181570051011002	5
181570051011016	5
181570051011018	5

181570051022008	5
181570051022016	5
181570051022031	5
181570051022007	5
181570051022006	5
181570051022018	5
181570051022002	5
181570051022004	5
181570051022014	5
181570051022013	5
181570051022000	5
181570051022012	5
181570051022017	5
181570051022009	5
181570051022010	5
181570051022015	5
181570051022021	5
181570051022005	5
181570051022003	5
181570051022001	5
181570051022011	5
181570051022026	5
181570051022019	5
181570051021018	5
181570051021012	5
181570051021017	5
181570051021000	5
181570051021006	5
181570051021010	5
181570051021003	5
181570051021013	5
181570051021004	5
181570051021009	5
181570051021016	5
181570051021014	5
181570051021005	5
181570051021008	5
181570051021015	5
181570051021002	5
181570051021011	5
181570051021007	5

181570102071040	5
181570102071033	5
181570102071042	5
181570102071045	5
181570102071039	5
181570102071060	5
181570102071041	5
181570102071035	5
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181570102071050	5
181570102071025	5
181570102071053	5
181570102071021	5
181570102071051	5
181570102071038	5
181570102071043	5
181570102071052	5
181570102071023	5
181570102071024	5
181570102071059	5
181570102071032	5
181570102071054	5
181570102071019	5
181570102071034	5
181570102071018	5
181570051023005	5
181570051023004	5
181570102063017	5
181570102063016	5

(f) District 6 Census Block

BLOCKID	DISTRICT
181570054012011	6
181570054012007	6
181570054012021	6
181570054012020	6

181570054012015	6
181570054012012	6
181570054012016	6
181570054012022	6
181570054012013	6
181570054012017	6
181570054012014	6
181570105001003	6
181570105001010	6
181570105001011	6
181570105001009	6
181570105001006	6
181570105001005	6
181570105001008	6
181570105001004	6
181570102091013	6
181570102091025	6
181570102091005	6
181570102091009	6
181570102091001	6
181570102091011	6
181570102091026	6
181570102091002	6
181570102091012	6
181570102091003	6
181570102091014	6
181570102091015	6
181570102091010	6
181570102091004	6
181570102091000	6
181570102091018	6
181570055001024	6
181570055001009	6
181570055001008	6
181570055001025	6
181570104002000	6
181570104002001	6
181570104002003	6
181570104002005	6
181570104002006	6
181570104002007	6

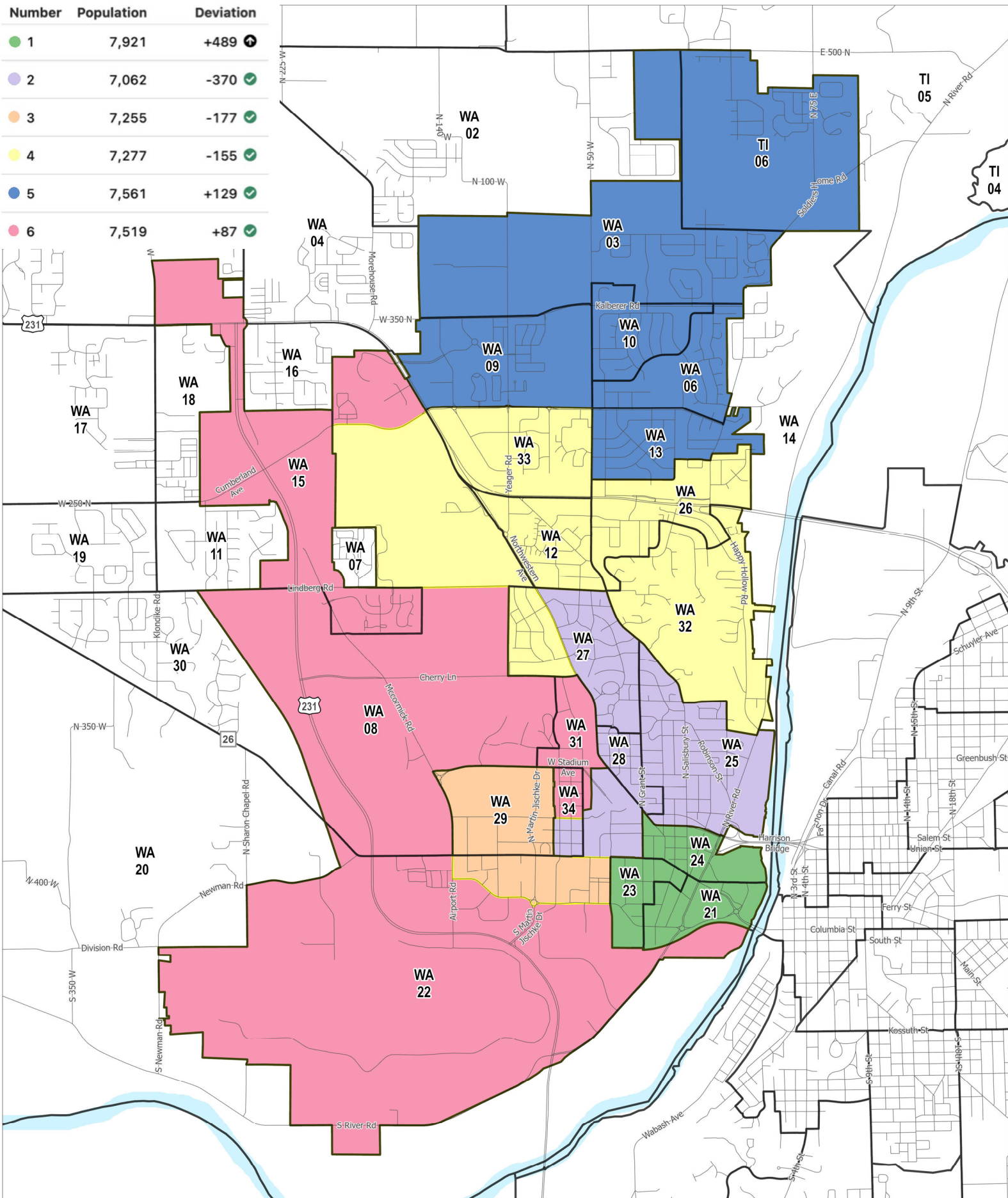
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181570106001002	6
181570106001028	6
181570106001051	6
181570106001023	6
181570106001025	6
181570106001050	6
181570106001053	6
181570106001007	6
181570106001024	6
181570106001005	6
181570106001026	6
181570106001003	6
181570106001004	6
181570106001046	6
181570106001029	6
181570102083009	6
181570102083010	6
181570102083019	6
181570102083007	6
181570102083008	6
181570102061014	6
181570102061005	6
181570102061006	6
181570102061015	6
181570102092000	6
181570102092015	6
181570102092002	6
181570102092016	6
181570102092001	6
181570102062006	6
181570102081009	6
181570102081016	6
181570102081008	6

181570102081011	6
181570102081013	6
181570102081017	6
181570102081012	6
181570102081010	6
181570102081021	6
181570102081018	6
181570102082011	6
181570102082000	6
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181570112003002	6
181570112003006	6
181570112003010	6
181570112003005	6
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181570112003009	6
181570112003013	6
181570112003007	6
181570112003012	6
181570112003008	6
181570112003011	6
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181570112004002	6
181570112004000	6
181570112004001	6

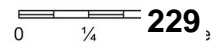
Attached hereto is a map depicting the Districts specified above which map also includes a voter total for each District.

# West Lafayette City Council Districts 2023 Map

Number	Population	Deviation
1	7,921	+489
2	7,062	-370
3	7,255	-177
4	7,277	-155
5	7,561	+129
6	7,519	+87



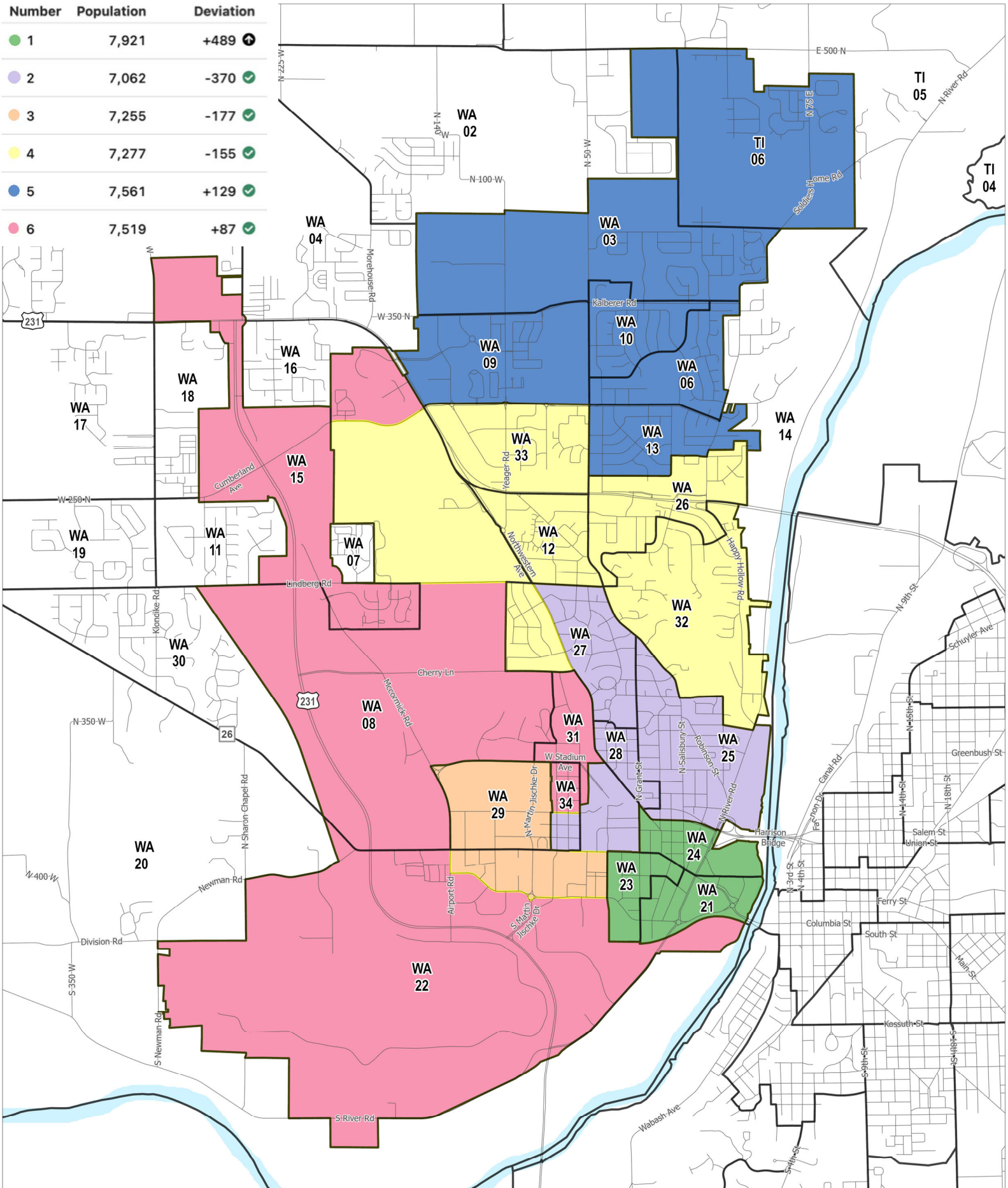
<span style="display:inline-block; width:15px; height:15px; background-color:#90EE90; border:1px solid black;"></span> District 1	<span style="display:inline-block; width:15px; height:15px; background-color:#FFD700; border:1px solid black;"></span> District 3	<span style="display:inline-block; width:15px; height:15px; background-color:#4169E1; border:1px solid black;"></span> District 5	<span style="display:inline-block; width:15px; height:15px; border:1px solid black;"></span> Voting Precincts
<span style="display:inline-block; width:15px; height:15px; background-color:#9370DB; border:1px solid black;"></span> District 2	<span style="display:inline-block; width:15px; height:15px; background-color:#FFFF00; border:1px solid black;"></span> District 4	<span style="display:inline-block; width:15px; height:15px; background-color:#FF69B4; border:1px solid black;"></span> District 6	



# West Lafayette City Council Districts 2023 Map

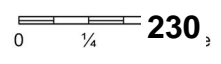
Res. No. 08-2023

Number	Population	Deviation
1	7,921	+489
2	7,062	-370
3	7,255	-177
4	7,277	-155
5	7,561	+129
6	7,519	+87



District 1
  District 3
  District 5
  Voting Precincts

District 2
  District 4
  District 6



Submitted By: Councilor DeBoer

**ORDINANCE NO. 34-22 (Amended)****AN ORDINANCE TO AMEND WEST LAFAYETTE CITY CODE CHAPTER 2  
CONCERNING THE DESIGNATION OF COUNCIL DISTRICTS**

WHEREAS, Indiana Code § 36-4-6-3 requires cities of the second class to designate council districts during the second year after a year in which a federal decennial census is conducted; and

WHEREAS, a federal decennial census was conducted in 2020, mandating that district divisions be ordained prior to December 31, 2022; and

WHEREAS, the current council district divisions no longer satisfy the requirements set forth in applicable state and federal law.

THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE that:

Section 1. Section 2-24 of the West Lafayette City Code be amended as follows:

## (a) District 1 Census Block

BLOCKID	DISTRICT
181570054012032	1
181570054012030	1
181570054012031	1
181570055001023	1
181570055001002	1
181570055001022	1
181570055001020	1
181570055001021	1
181570055001001	1
181570055001018	1
181570055001007	1
181570055001019	1
181570055001000	1
181570055001016	1
181570055001017	1
181570055001006	1
181570054011009	1
181570054011010	1
181570054011008	1
181570055004002	1
181570055004003	1

BLOCKID	DISTRICT
181570055004000	1
181570055004001	1
181570055004005	1
181570055004004	1
181570106001002	1
181570055002002	1
181570055002003	1
181570055002001	1
181570055002000	1
181570054022017	1
181570054022016	1
181570054022014	1
181570054022018	1
181570054022012	1
181570054022004	1
181570054022015	1
181570054022010	1
181570054022011	1
181570054022003	1
181570054022009	1
181570054022013	1
181570054022008	1
181570054022005	1
181570054022007	1
181570054022019	1
181570055003001	1
181570055003002	1
181570055003003	1

(b) District 2 Census Block

BLOCKID	DISTRICT
181570054012024	2
181570054012025	2
181570054012018	2
181570054012019	2
181570054012010	2
181570054012008	2
181570054012029	2
181570054012005	2
181570054012004	2

BLOCKID	DISTRICT
181570054012009	2
181570054012027	2
181570054012001	2
181570054012003	2
181570054012002	2
181570054012006	2
181570054012026	2
181570054012000	2
181570054012028	2
181570112001026	2
181570112001025	2
181570112001011	2
181570112001018	2
181570112001007	2
181570112001013	2
181570112001003	2
181570112001004	2
181570112001001	2
181570112001008	2
181570112001015	2
181570112001010	2
181570112001006	2
181570112001009	2
181570112001014	2
181570112001016	2
181570112001024	2
181570112001012	2
181570112001021	2
181570112001019	2
181570112001023	2
181570112001022	2
181570112001017	2
181570112001005	2
181570112001002	2
181570055001003	2
181570054011001	2
181570054011005	2
181570054011004	2
181570054011006	2
181570054011002	2

BLOCKID	DISTRICT
181570054011007	2
181570054011000	2
181570054011003	2
181570052004015	2
181570052004018	2
181570052004011	2
181570052004006	2
181570052004019	2
181570052004012	2
181570112002004	2
181570112002023	2
181570112002020	2
181570112002000	2
181570112002014	2
181570112002013	2
181570112002008	2
181570112002007	2
181570112002009	2
181570112002006	2
181570112002022	2
181570112002016	2
181570112002018	2
181570112002001	2
181570112002015	2
181570112002012	2
181570112002003	2
181570112002017	2
181570112002002	2
181570112002010	2
181570112002005	2
181570112002019	2
181570112002021	2
181570112002011	2
181570102083012	2
181570102083017	2
181570102083000	2
181570102083011	2
181570104004008	2
181570054022001	2
181570054022000	2

BLOCKID	DISTRICT
181570054022002	2
181570054022006	2
181570052003032	2
181570052003014	2
181570052003023	2
181570052003030	2
181570052003028	2
181570052003029	2
181570052003013	2
181570052003025	2
181570052003026	2
181570052003012	2
181570052003016	2
181570052003018	2
181570052003031	2
181570052003011	2
181570052003008	2
181570052003010	2
181570052003009	2
181570052003015	2
181570052003017	2
181570052003024	2
181570052003022	2
181570052003021	2
181570052003033	2
181570052003019	2
181570052003020	2
181570052003027	2
181570052003007	2
181570112003000	2
181570112003013	2
181570112003012	2
181570112003003	2
181570054021002	2
181570054021006	2
181570054021003	2
181570054021005	2
181570054021000	2
181570054021004	2
181570054021001	2

## (c) District 3 Census Block

BLOCKID	DISTRICT
181570105001002	3
181570105001001	3
181570105001000	3
181570105001007	3
181570055001015	3
181570055001014	3
181570055001010	3
181570055001005	3
181570055001013	3
181570055001012	3
181570055001004	3
181570055001011	3
181570104002000	3
181570104002003	3
181570104002002	3
181570104002005	3
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181570104003000	3
181570104004003	3
181570104004001	3
181570104004006	3
181570104004004	3
181570104004009	3
181570104004002	3
181570104004000	3
181570104004005	3
181570104004007	3
181570104001001	3
181570104001002	3
181570104001000	3
181570105002000	3

## (d) District 4 Census Block

BLOCKID	DISTRICT
181570051011026	4

BLOCKID	DISTRICT
181570051011009	4
181570051011019	4
181570051011020	4
181570051011021	4
181570051011027	4
181570051011015	4
181570051011008	4
181570051011023	4
181570051011010	4
181570051011017	4
181570051011012	4
181570051011025	4
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181570051011013	4
181570051011014	4
181570051011016	4
181570051011018	4
181570051011011	4
181570052004013	4
181570052004010	4
181570052004004	4
181570052004008	4
181570052004014	4
181570052004009	4
181570052004005	4
181570052004017	4
181570051022024	4
181570051022025	4
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181570102084010	4
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181570102084009	4
181570102084008	4
181570102084005	4
181570102084004	4
181570102084006	4
181570102084003	4
181570102083014	4

BLOCKID	DISTRICT
181570102083001	4
181570102083018	4
181570102083013	4
181570102083006	4
181570102083004	4
181570102083005	4
181570102083007	4
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181570102083003	4
181570102083002	4
181570102083015	4
181570052002000	4
181570052002002	4
181570052002004	4
181570052002001	4
181570052002003	4
181570052001008	4
181570052001003	4
181570052001012	4
181570052001011	4
181570052001004	4
181570052001000	4
181570052001002	4
181570052001001	4
181570052001005	4
181570052001006	4
181570052001009	4
181570052001010	4
181570052001007	4
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181570052003000	4
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181570052003001	4
181570052003002	4
181570052003005	4
181570051023010	4
181570051023012	4
181570051012011	4
181570051012010	4

BLOCKID	DISTRICT
181570051012007	4
181570051012012	4
181570051012005	4
181570051012019	4
181570051012008	4
181570051012006	4
181570051012004	4
181570051012009	4
181570051012016	4
181570051012003	4
181570051012018	4
181570051012017	4
181570051012001	4
181570051012013	4
181570051012014	4
181570051012000	4
181570051012002	4
181570051012015	4

## (e) District 5 Census Block

BLOCKID	DISTRICT
181570051011001	5
181570051011006	5
181570051011003	5
181570051011000	5
181570051011005	5
181570051011004	5
181570051011007	5
181570051011002	5
181570051022031	5
181570051022006	5
181570051022004	5
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181570051022005	5
181570051022003	5
181570051022001	5
181570051021018	5
181570051021001	5
181570051021012	5
181570051021017	5

BLOCKID	DISTRICT
181570051021000	5
181570051021006	5
181570051021010	5
181570051021003	5
181570051021013	5
181570051021004	5
181570051021009	5
181570051021016	5
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181570051021008	5
181570051021019	5
181570051021015	5
181570051021002	5
181570051021011	5
181570051021007	5
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181570102071033	5
181570102071042	5
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181570102071025	5
181570102071053	5
181570102071021	5
181570102071051	5
181570102071038	5
181570102071043	5
181570102071052	5
181570102071023	5
181570102071024	5
181570102071059	5
181570102071032	5

BLOCKID	DISTRICT
181570102071019	5
181570102071034	5
181570102071018	5
181570051023005	5
181570051023007	5
181570051023004	5
181570051023011	5
181570102063017	5
181570102063016	5
181570051022008	5
181570051022016	5
181570051022007	5
181570051022018	5
181570051022002	5
181570051022023	5
181570051022028	5
181570051022014	5
181570051022027	5
181570051022029	5
181570051022013	5
181570051022012	5
181570051022017	5
181570051022009	5
181570051022030	5
181570051022020	5
181570051022010	5
181570051022015	5
181570051022021	5
181570051022022	5
181570051022011	5
181570051022026	5
181570051022019	5

## (f) District 6 Census Block

BLOCKID	DISTRICT
181570054012011	6
181570054012023	6
181570054012007	6
181570054012021	6
181570054012020	6

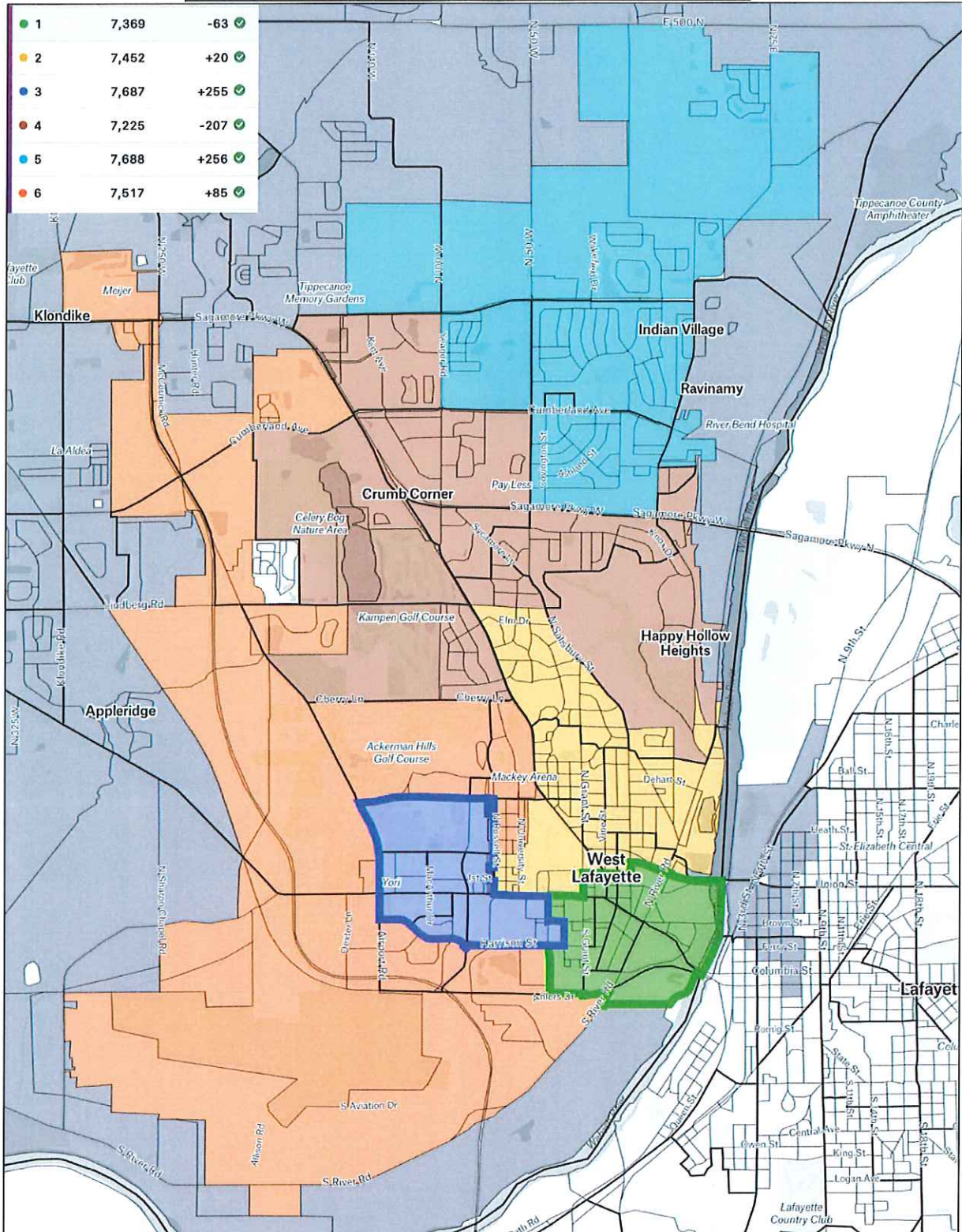
BLOCKID	DISTRICT
181570054012015	6
181570054012012	6
181570054012016	6
181570054012022	6
181570054012013	6
181570054012017	6
181570054012014	6
181570105001003	6
181570105001010	6
181570105001011	6
181570105001009	6
181570105001006	6
181570105001005	6
181570105001008	6
181570105001004	6
181570102091013	6
181570102091025	6
181570102091005	6
181570102091009	6
181570102091001	6
181570102091011	6
181570102091026	6
181570102091002	6
181570102091012	6
181570102091003	6
181570102091014	6
181570102091015	6
181570102091010	6
181570102091004	6
181570102091000	6
181570102091018	6
181570055001024	6
181570055001009	6
181570055001008	6
181570055001025	6
181570104002001	6
181570106001027	6
181570106001006	6
181570106001052	6
181570106001022	6

BLOCKID	DISTRICT
181570106001036	6
181570106001047	6
181570106001011	6
181570106001030	6
181570106001028	6
181570106001051	6
181570106001023	6
181570106001025	6
181570106001050	6
181570106001053	6
181570106001007	6
181570106001024	6
181570106001005	6
181570106001026	6
181570106001003	6
181570106001004	6
181570106001046	6
181570106001029	6
181570102083009	6
181570102083010	6
181570102083019	6
181570102083008	6
181570102061014	6
181570102061005	6
181570102061006	6
181570102092000	6
181570102092015	6
181570102092003	6
181570102092002	6
181570102092016	6
181570102092001	6
181570102062006	6
181570102081009	6
181570102081016	6
181570102081008	6
181570102081011	6
181570102081013	6
181570102081017	6
181570102081012	6
181570102081010	6

BLOCKID	DISTRICT
181570102081021	6
181570102081018	6
181570102082011	6
181570102082000	6
181570102082010	6
181570112003004	6
181570112003002	6
181570112003006	6
181570112003010	6
181570112003005	6
181570112003001	6
181570112003009	6
181570112003007	6
181570112003008	6
181570112003011	6
181570112004003	6
181570112004002	6
181570112004000	6
181570112004001	6

Attached hereto is a map depicting the Districts specified above which map also includes a voter total for each District.

### Ordinance No. 34-22 (Amended) Proposed District Map



INTRODUCED ON FIRST READING ON THE 7 DAY OF November, 2022.

MOTION TO ADOPT MADE BY COUNCILOR DeBoer, AND SECONDED BY COUNCILOR Thomas.

DULY ORDAINED, PASSED, AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF WEST LAFAYETTE, INDIANA, ON THE 5 DAY OF December, 2022, HAVING BEEN PASSED BY A VOTE OF 8 IN FAVOR AND 0 OPPOSED, THE ROLL CALL VOTE BEING:

	AYE	NAY	ABSENT	ABSTAIN
Blanco	✓			
Brown	✓			
Bunder	✓			
DeBoer	✓			
Hardesty	✓			
Leverenz	✓			
Parker	✓			
Sanders			✓	
Thomas	✓			

Peter Bunder  
Peter Bunder, Presiding Officer

Attest:

Sana G. Booker  
Sana G. Booker, Clerk



PRESENTED BY ME TO THE MAYOR OF THE CITY OF WEST LAFAYETTE, INDIANA ON THE 6 DAY OF December, 2022.

Sana G. Booker  
Sana G. Booker, Clerk

THIS ORDINANCE APPROVED AND SIGNED BY ME ON THE 6 DAY OF December, 2022.

John R. Dennis  
John R. Dennis, Mayor

Attest:

Sana G. Booker  
Sana G. Booker, Clerk

