

**MEMORANDUM OF AGREEMENT**  
**AMONG THE INDIANA HOUSING FINANCE AUTHORITY AND**  
**THE CITY OF GARRETT, INDIANA**  
**THE INDIANA STATE HISTORIC PRESERVATION OFFICER**  
**SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**  
**PURSUANT TO 36 C.F.R. § 800.6(b)(iv)**  
**REGARDING THE REHABILITATION OF THE FORMER SACRED HEART HOSPITAL AT**  
**220 SOUTH IJAMS STREET AND ASSOCIATED ACTIVITIES IN GARRETT,**  
**KEYSER TOWNSHIP, DEKALB COUNTY, INDIANA**

**WHEREAS** the Indiana Housing Finance Authority ("IHFA") and the Indiana Department of Commerce ("IDOC") propose to allocate grant funds from the U.S. Department of Housing and Urban Development ("HUD") for the rehabilitation of the former Sacred Heart Hospital at 220 South Ijams Street and associated activities in Garrett, Keyser Township, DeKalb County, Indiana; and

**WHEREAS** IHFA and the City of Garrett, in consultation with the Indiana State Historic Preservation Officer ("Indiana SHPO"), have defined this rehabilitation, demolition, and construction project's area of potential effects, as the term is defined in 36 C.F.R. § 800.16(d), to be the area within Edgerton Street to the south, Peters Street to the east, King Street to the north, and Johnston Street to the west; and

**WHEREAS** IHFA and the City of Garrett, in consultation with the Indiana SHPO, have found that the Garrett Historic District, including several contributing buildings, is within the area of area of potential effects; and

**WHEREAS** IHFA, the City of Garrett, and the Indiana SHPO both recognize that the Garrett Historic District is listed in the National Register of Historic Places; and

**WHEREAS** IHFA and the City of Garrett, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.5(a), that the rehabilitation, demolition, and construction project will have an adverse effect on the Garrett Historic District; and

**WHEREAS** IHFA and the City of Garrett have consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and its implementing regulations (36 C.F.R. Part 800) to resolve the adverse effects on the Garrett Historic District; and

**WHEREAS** the City of Garrett and the Indiana SHPO executed the a memorandum of agreement for the rehabilitation of the former Sacred Heart Hospital and associated activities on November 22, 1999; and

**WHEREAS** the scope of work as originally proposed and presented to the Indiana SHPO and all consulting parties prior to the execution of the November 22, 1999, memorandum of agreement has been significantly revised; and

**WHEREAS** the City of Garrett received HUD funds through the IDOC and allocated those funds for the acquisition of the land and buildings in the area bounded by West Houston Street to the south, South Guilford Street to the west, South Ijams Street to the east and West Keyser Street to the north (excluding lots 3 and 4) under the terms of the November 22, 1999, memorandum of agreement; and

**WHEREAS** IHFA has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. § 470f) and its implementing regulations (36 C.F.R. Part 800) concerning the revised scope of work as presented in the plans dated June 26, 2001, and agreed to proceed with the project as proposed with the recommendations provided by the Indiana SHPO by letter dated July 26, 2001; and

**WHEREAS** all the signatories and concurring parties to the November 22, 1999, memorandum of agreement and this memorandum of agreement agree that the execution of this memorandum of agreement will supersede the November 22, 1999, memorandum of agreement; and

**WHEREAS** IHFA shall act as the lead agency for the project to carry out the collective responsibilities of IHFA and the City of Garrett as the delegates to HUD under the memorandum of agreement, and the City of Garrett concurs therewith; and

**WHEREAS** GAI Consultants was formerly invited to participate in consultation and invited to become a signatory to the November 22, 1999, memorandum of agreement, and has been invited to concur in this memorandum of agreement; and

**WHEREAS** IDOC and Community Housing Initiative, Inc. were formerly invited to participate in consultation and invited to concur in the November 22, 1999, memorandum of agreement, and have been invited to concur in this memorandum of agreement; and

**WHEREAS** IHFA and the City of Garrett, in consultation with the Indiana SHPO, have invited Pioneer Development Services, Inc., as the applicant for grant funds from HUD, through IHFA, to become a signatory of this memorandum of agreement;

**NOW, THEREFORE**, IHFA, the City of Garrett, and the Indiana SHPO agree that, upon the submission of a copy of this executed memorandum of agreement, as well as the documentation specified in 36 C.F.R. § 800.11(e) and (f), to the Advisory Council on Historic Preservation ("Council") pursuant to 36 C.F.R. § 800.6[b][1][iv] and upon the City of Garrett's and IHFA's approval of the rehabilitation, demolition, and construction project, the City of Garrett and IHFA shall ensure that the following stipulations are implemented in order to take into account the effect of the rehabilitation, demolition, and construction project on historic properties.

#### Stipulations

- (1) If the former Sacred Heart Hospital is rehabilitated, then IHFA and the City of Garrett shall ensure that all existing wood windows will be repaired and retained, where feasible.
- (2) If the former Sacred Heart Hospital is rehabilitated, then IHFA and the City of Garrett shall ensure that all existing transoms will be retained where feasible, including the glass.
- (3) IHFA and the City of Garrett shall ensure that a condition survey will be completed to evaluate the extent to which existing historic features, materials and finishes have deteriorated and will require replacement or repairs and will be submitted to the DHPA for analysis and approval prior to construction activities.
- (4) IHFA and the City of Garrett shall ensure that the building at 416 West Houston Street will not be demolished as part of this project.
- (5) If one or more single family homes will be demolished as part of this project, then IHFA and the City of Garrett shall proceed with one of the following:

- A. Construct a new building or structure that reestablishes the historic building setbacks along the streets.
  - B. Develop and implement a landscape plan that reestablishes through trees, shrubs or other landscape features the historic building setbacks along the streets.
- (6) If one or more single family homes will be demolished as part of this project and a new building or structure will be constructed, then IHFA and the City of Garrett shall submit a description of all construction activities, plans, drawings and materials detailing the proposed construction activities to the Indiana SHPO for review and approval.
- (7) If existing windows will be altered or replaced for reasons other than the physical condition of the windows, then IHFA and the City of Garrett shall ensure that consultation with the Indiana SHPO is resumed, and the following steps shall be undertaken in the order in which they are listed:
- A. A detailed rationale for the proposed alterations or replacement shall be submitted to the Indiana SHPO for review and approval prior to construction activities.
  - B. Alternatives as necessary to seek ways to avoid or reduce adverse effects on the existing windows shall be submitted to the Indiana SHPO for consideration and approval upon request prior to any work on the existing windows.
  - C. An explanation of precisely what alterations would be needed to enable the existing wood windows to hold insulating glass and what effects there may be on the historic character (including materials, features, visual appearance) of the windows as a result of those alterations prior to any work on the existing windows.
- (8) If new rails will be installed on one or more porches of the former Sacred Heart Hospital, then IHFA and the City of Garrett shall ensure that the following steps shall be undertaken in the order in which they are listed:
- A. An explanation detailing the reasons why it is not possible to avoid installing a new rail will be provided to the Indiana SHPO for review and approval prior to construction activities.
  - B. The new rails will be painted in a similar color to the masonry, so that they will blend in with the background in order to reduce the visual effects, and they will be installed in such a manner that they will cause the least amount of damage to the existing porches and may be easily removed in the future, if needed.
- (9) If the existing slate shingles will be replaced and new shingles of a different material will be installed, then IHFA and the City of Garrett shall ensure that product literature or associated materials showing an illustration of the color and texture of the proposed roofing materials to be installed on the roof are submitted to the Indiana SHPO for review and approval prior to construction activities.
- (10) If existing trees and shrubs will be removed and the existing site around the former Sacred Heart Hospital will be modified, then IHFA and the City of Garrett shall ensure that a landscape plan is developed and submitted to the Indiana SHPO for review and approval prior to any alterations to the site and setting around the former Sacred Heart Hospital.
- (11) IHFA and the City of Garrett shall ensure that the grotto is preserved and protected throughout this project.

- (12) If the former Sacred Heart Hospital is rehabilitated, then IHFA and the City of Garrett shall ensure that the historic art glass is reinstalled into the former Chapel.
- (13) If the former Sacred Heart Hospital is rehabilitated, then IHFA and the City of Garrett shall ensure that the building is documented, prior to the commencement of construction and demolition activities, at a minimum, in the following manner:
- A. A cover page with the historic name or names, most recent name (if different than historic name), and street address of the former Sacred Heart Hospital, typed or printed on 8 ½" x 11" sheet of paper.
  - B. A typed or printed description of the former Sacred Heart Hospital on 8 ½" x 11" of paper, including at least the following:
    - i. A narrative description of all facades, including a description of materials and notable architectural features and a statement of the dimensions of the lot (length and width) and the exterior dimensions of the building (length, width, height at varying points);
    - ii. A narrative description of interior on all floors including feature, finishes and materials;
    - iii. A map of Garrett, DeKalb County on 8 ½" x 11" paper with the location of the historic property marked including street names and major landmarks;
    - iv. A site plan showing the lot size and footprint of the former Sacred Heart Hospital in relation to the streets and existing property lines; and
  - C. A brief, typed or printed history of the building and a written statement of the former Sacred Heart Hospital's significance on an 8 ½" x 11" paper, focusing, in particular, on its historical significance prior to 1950.
  - D. Black and white 35mm photographs of all visible exterior facades of the former Sacred Heart Hospital and interior photographs of representative rooms, major spaces, and significant features (e.g., baseboards, chair rails, windows, doors, trim work, and stairwells, if applicable); the photographs need not be mounted; the photographs shall be labeled on the reverse side to indicate the building name, address, direction and brief description of view, and name of the photographer (labels shall be typed and affixed onto the photographs).
- (14) Duplicate originals of the documentation specified in Stipulation 13 shall be distributed, prior to the commencement of construction and demolition activities, as follows:
- A. -- One set (with the photographic negatives) to the Indiana SHPO for review and approval and for ultimate transmittal to the Indiana State Archives.
  - B. One set to a local repository, such as a library, a historical society, or a preservation organization that shall retain the documentation permanently in its files and make the documentation available for examination by the public.

(15) OBJECTION RESOLUTION PROVISION

Disagreements and misunderstandings about how this memorandum of agreement is or is not being implemented shall be resolved in the following manner:

- A. If the Indiana SHPO or any invited signatory to this memorandum of agreement objects in writing to IHFA and the City of Garrett regarding any action carried out or proposed with respect to the implementation of this memorandum of agreement for the rehabilitation, demolition, and construction project, then IHFA and the City of Garrett shall consult with the objecting party to resolve the objection. If after initiating such consultation IHFA and the City of Garrett determine that the objection cannot be resolved through consultation, then IHFA and the City of Garrett shall forward all documentation relevant to the objection to the Council, including IHFA and the City of Garrett's proposed response to the objection. Within 45 days after receipt of all pertinent documentation, the Council shall exercise one of the following options:
- i. Provide IHFA and the City of Garrett with a staff-level recommendation, which IHFA and the City of Garrett shall take into account in reaching a final decision regarding its response to the objection; or
  - ii. Notify IHFA and the City of Garrett that the objection will be referred to the Council for formal comment pursuant to 36 C.F.R. § 800.7(c), and prepare to develop its comments.

**B. RESPONSE TO FORMAL COUNCIL COMMENT**

If formal comments from the Council are provided in accordance with stipulation 13(A)(ii) of this memorandum of agreement, then IHFA and the City of Garrett shall take into account any Council comment provided as stated in 36 C.F.R. § 800.7(a)(4) with reference only to the subject of the objection. IHFA and the City of Garrett's responsibility to carry out all actions under this memorandum of agreement that are not the subjects of the objection shall remain unchanged.

**(16) POST REVIEW DISCOVERY**

In the event that one or more historic properties—other than the former Sacred Heart Hospital, the building at 416 West Houston Street, and the City of Garrett Historic District—are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, IHFA and the City of Garrett shall follow the procedure specified in 36 C.F.R. § 800.13.

**(17) AMENDMENT**

Any signatory to this memorandum of agreement may request that it be amended, whereupon the parties shall consult to consider the proposed amendment. 36 C.F.R. § 800.6(c)(7) shall govern the execution of any such amendment.

**(18) TERMINATION**

- A. If the terms of this memorandum of agreement have not been implemented by December 31, 2006, then this memorandum of agreement shall be considered null and void. In such an event, IHFA and the City of Garrett shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the rehabilitation, demolition, and construction project, then it shall reinitiate review of the rehabilitation, demolition, and construction project in accordance with 36 C.F.R. §§ 800.3 through 800.7.
- B. Any signatory to the memorandum of agreement may terminate it by providing thirty (30) days notice to the other parties, provided that the parties shall consult during the period prior to termination to seek agreement on amendments or other actions that would avoid termination. In the event of termination, IHFA and the City of Garrett shall

**Memorandum of Agreement**

July 26, 2001

Page 6

comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the rehabilitation, demolition, and construction project.

- C. In the event that IHFA and/or the City of Garrett does not carry out the terms of this memorandum of agreement, IHFA and the City of Garrett shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the rehabilitation, demolition, and construction project.

The execution of this memorandum of agreement by IHFA and the City of Garrett, the Indiana SHPO, and Pioneer, the submission of a copy of it to the Council with the appropriate documentation specified in 36 C.F.R. § 800.11, and the implementation of its terms evidence that IHFA and the City of Garrett have afforded the Council an opportunity to comment on the rehabilitation, demolition, and construction project and its effects on historic properties and that IHFA and the City of Garrett have taken into account the effects of the rehabilitation, demolition, and construction project on historic properties.

**SIGNATORIES (Required):**

INDIANA HOUSING FINANCE AUTHORITY

Signed by:

Kimberly A. Green

Date:

8/1/01

Name and title:

Kimberly A. Green, Executive Director

CITY OF GARRETT

Signed by:

Herbert P. Kleeman

Date:

July 31 01

Name and title:

Herbert P. Kleeman, Mayor

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by:

John W. Davis

Date:

8-01-01

Name and title:

Larry D. Macklin, State Historic Preservation Officer

**INVITED SIGNATORY:**

PIONEER DEVELOPMENT SERVICES, INC.

Signed by:

Terrence J. Keusch

Date:

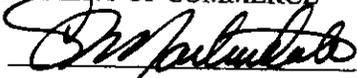
July 31, 2001

Name and title:

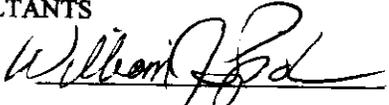
Terrence J. Keusch, President

**CONCURRING PARTIES:**

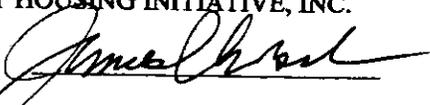
INDIANA DEPARTMENT OF COMMERCE

Signed by:  Date: 8/21/2001  
Name and title: CDBG Manager

GAI CONSULTANTS

Signed by:  Date: 8/8/01  
Name and title: WILLIAM J. SPOHN, SENIOR PLANNER

COMMUNITY HOUSING INITIATIVE, INC.

Signed by:  Date: 8/6/01  
Name and title: James Oleksak, Executive Director