

**MEMORANDUM OF AGREEMENT**  
**BETWEEN THE INDIANA HOUSING FINANCE AUTHORITY AND**  
**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 BUILDING AT 103 PUBLIC SQUARE**  
**IN LOOGOOTEE, MARTIN COUNTY, INDIANA**

**WHEREAS** the Indiana Housing Finance Authority ("IHFA") proposes to provide grant funds for rehabilitation of the building at 103 Public Square, Loogootee, Martin County, Indiana; and

**WHEREAS** the IHFA, in consultation with the Indiana State Historic Preservation Officer ("Indiana SHPO"), has defined this rehabilitation's area of potential effects, as the term is defined in 36 C.F.R. § 800.16(d), to be the area in and immediate area surrounding 103 Public Square; and

**WHEREAS** the IHFA, in consultation with the Indiana SHPO, has found that 103 Public Square, Loogootee, Martin County, Indiana is within the area of potential effects; and

**WHEREAS** the IHFA, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.4(c), that 103 Public Square is eligible for inclusion in the National Register of Historic Places;

**WHEREAS** the IHFA, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.5(a), that the rehabilitation will have an adverse effect on 103 Public Square; and

**WHEREAS** the 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) to resolve the adverse effect on 103 Public Square; and

**WHEREAS** the IHFA, has consulted 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 scope of work as presented in the materials and plans dated February 11, 2005 and April 12, 2005 and agreed to proceed with the project as proposed; and

**NOW, THEREFORE**, the IHFA 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 IHFA's approval of the rehabilitation, the IHFA shall ensure that the following stipulations are implemented in order to take into account the effect of the rehabilitation on historic properties.

**Stipulations**

1. Detailed schematic plans and elevations drawn to scale with as much detail as possible will be provided to the Indiana SHPO for review and approval.
2. A proposed site plan will be provided to the Indiana SHPO for review and comment.

3. Detailed plans and specifications for the repairs to the facades will be provided to the Indiana SHPO for review and approval.
4. If after further review, it is found that one or more of the items included in the scope of work cannot be performed or will modified in some way, the Indiana Housing Finance Authority and the Indiana SHPO will consult to develop appropriate mitigation to resolve an adverse effect.

5. OBJECTION RESOLUTION PROVISION

Disagreements and misunderstanding 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 should object in writing to the IHFA regarding any action carried out or proposed with respect to the rehabilitation or implementation of this memorandum of agreement, then the IHFA shall consult with the objecting party to resolve the objection. If after initiating such consultation the IHFA determines that the objection cannot be resolved through consultation, then the IHFA shall forward all documentation relevant to the objection to the Council, including the IHFA'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 the IHFA with a staff-level recommendation, which the IHFA shall take into account in reaching a final decision regarding its response to the objection; or
  - ii. Notify the IHFA that the objection will be referred for formal comment pursuant to 36 C.F.R. § 800.7(c), and proceed to refer the objection and comment. The IHFA shall take into the count the Council's comments in reaching a final decision regarding its response to the objection.
- B. The IHFA shall take into account any Council comment provided in accordance with 36 C.F.R. § 800.7(a)(4) with reference only to the subject of the objection; the IHFA's responsibility to carry out all actions under this memorandum of agreement that are not the subjects of the objection shall remain unchanged.

6. POST REVIEW DISCOVERY

In the event that one or more historic properties--other than 103 Public Square--are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the IHFA shall follow the procedure specified in 36 C.F.R. § 800.13.

7. 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.

8. TERMINATION

- A. If the terms of this memorandum of agreement have not been implemented by May 26, 2007, then this memorandum of agreement shall be considered null and void. In such an event, the IHFA shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the rehabilitation, then it shall reinitiate review of the rehabilitation 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, the IHFA shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the rehabilitation.
- C. In the event that the IHFA does not carry out the terms of this memorandum of agreement, the IHFA shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the rehabilitation.

The execution of this memorandum of agreement by the IHFA, Hoosier Uplands Economic Development Corporation, and the Indiana SHPO, 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 the IHFA has afforded the Council an opportunity to comment on the rehabilitation and its effects on historic properties and that the IHFA has taken into account the effects of the rehabilitation on historic properties.

**SIGNATORIES:**

INDIANA HOUSING FINANCE AUTHORITY

Signed by: Sherry Seiwert Date: 6/6/05  
Name and title: Sherry Seiwert, Executive Director

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: Jon C. Smith Date: 6.2.05  
Name and title: Jon C. Smith, Director

**INVITED SIGNATORIES:**

Hoosier Uplands Economic Development Corporation

Signed by: David Miller Date: 5-20-05  
Name and title: David Miller, Executive Director