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Per. *JG*.....

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 202 E. WALNUT STREET
IN THE TOWN OF NAPPANEE, UNION TOWNSHIP, ELKHART COUNTY, INDIANA

WHEREAS the Indiana Housing Finance Authority "IHFA" proposes to rehabilitate 202 E. Walnut Street in the Town of Nappanee, Union Township, Elkhart County, Indiana; and

WHEREAS the Indiana Housing Finance Authority, in consultation with the Indiana State Historic Preservation Officer ("Indiana SHPO"), has defined this 202 E. Walnut Street's area of potential effects, as the term is defined in 36 C.F.R. § 800. 16(d), to be the area within the appropriate boundaries of N. Main St., Marion St., N. Summit St., and E. Market St., in the Nappanee Residential Historic District; and

WHEREAS the Indiana Housing Finance Authority, in consultation with the Indiana SHPO, has found that 202 East Walnut Street, Nappanee is/are within the area of potential effects; and

WHEREAS the Indiana Housing Finance Authority, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.4(c), that 202 East Walnut Street, Nappanee is/are eligible for inclusion in the National Register of Historic Places;

Or, **WHEREAS** the Indiana Housing Finance Authority and the Indiana SHPO both recognize that 202 East Walnut Street, Nappanee is/are listed in the National Register of Historic Places; and

WHEREAS the Indiana Housing Finance Authority, 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 202 E. Walnut Street or properties located within the area of potential effect; and

WHEREAS the Indiana Housing Finance Authority, 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 202 East Walnut Street, Nappanee; and

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

Stipulations

1. Where existing wood windows and casings shall be replaced with new windows, existing interior window casing, stools, aprons, and associated trim work shall be temporarily removed, stripped and reinstalled when possible and replaced with like material of like design when existing interior window components are not salvageable. Replacement windows and casings shall closely resemble the existing historic windows in material, design, color, and texture. Also, a detailed survey shall be provided to the Indiana SHPO for review and approval specifying the treatment of all windows and window parts prior to initiating construction activities.

2. DISPUTE RESOLUTION

Objections 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 Indiana Housing Finance Authority regarding any action carried out or proposed with respect to the rehabilitation or implementation of this memorandum of agreement, then the Indiana Housing Finance Authority shall consult with the objecting party to resolve the objection. If after initiating such consultation the Indiana Housing Finance Authority determines that the objection cannot be resolved through consultation, then the Indiana Housing Finance Authority shall forward all documentation relevant to the objection to the Council, including the Indiana Housing Finance Authority'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 Indiana Housing Finance Authority with a recommendation, which the Indiana Housing Finance Authority shall take into account in reaching a final decision regarding its response to the objection; or
 - ii. Notify the Indiana Housing Finance Authority that the objection will be referred for comment pursuant to 36 C.F.R. § 800.7(b), and proceed to refer the objection and comment.
- B. The Indiana Housing Finance Authority 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 Indiana Housing Finance Authority's responsibility to carry out all actions under this memorandum of agreement that are not the subjects of the objection shall remain unchanged.

3. POST REVIEW DISCOVERY

In the event that one or more historic properties--other than 202 E. Walnut Street, Nappanee--are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the Indiana Housing Finance Authority shall follow the procedure specified in 36 C.F.R. § 800.13.

4. 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.

5. TERMINATION

A. If the terms of this memorandum of agreement have not been implemented by August 31, 2003, then this memorandum of agreement shall be considered null and void. In such an event, the Indiana Housing Finance Authority shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the 202 E. Walnut Street, Nappanee, then it shall reinstate review of the 202 E. Walnut Street, Nappanee 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 Indiana Housing Finance Authority shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the 202 E. Walnut Street, Nappanee.

C. In the event that the Indiana Housing Finance Authority does not carry out the terms of this memorandum of agreement, the Indiana Housing Finance Authority shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the 202 E. Walnut Street, Nappanee.

The execution of this memorandum of agreement by the Indiana Housing Finance Authority, Family Christian Development Center, Inc., Indiana Housing Finance Authority, 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 Indiana Housing Finance Authority has afforded the Council an opportunity to comment on the 202 E. Walnut Street, Nappanee and its effects on historic properties and that the Indiana Housing Finance Authority has taken into account the effects of the 202 E. Walnut Street, Nappanee on historic properties.

SIGNATORIES:

INDIANA HOUSING FINANCE AUTHORITY

Signed by: Kimberly A. Wize
Name and title: Kimberly A. Wize, Executive Director

Date: 12/16/02

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: John R. Goss
Name and title: John R. Goss, State Historic Preservation Officer

Date: 1.10.03

for [Signature]

INVITED SIGNATORIES:

FAMILY CHRISTIAN DEVELOPMENT CENTER

Signed by: Joan Andrews

Date: 12-11-02

Name and title: Joan Andrews, Executive Director