

MEMORANDUM OF AGREEMENT
BETWEEN THE TOWN OF AMO 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 RESTORATION OF THE AMO INTERURBAN STAION
IN AMO, CLAY TOWNSHIP, HENDRICKS COUNTY, INDIANA

WHEREAS the Indiana State Historic Preservation Office (ISHPO) proposes to enter into a memorandum of Agreement for the proposed Amo Interurban Station in Amo, Clay Township, Hendricks County, Indiana; and

WHEREAS the Town of Amo, in consultation with the Indiana State Historic Preservation Officer ("Indiana SHPO"), has defined this Amo Interurban Station's area of potential effects, as the term is defined in 36 C.F.R. § 800.16(d), to be the area within The Town of Amo corporate limits; and

WHEREAS the Town of Amo, in consultation with the Indiana SHPO, has found that The Amo Interurban Station is/are within the area of potential effects; and

WHEREAS the Town of Amo, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.4(c), that are eligible for inclusion in the National Register of Historic Places;

WHEREAS the Town of Amo, in consultation with the Indiana SHPO, has determined, pursuant to 36 C.F.R. § 800.5(a), that the Amo Interurban Station will/may have an adverse effect on Amo Interurban Station and

WHEREAS the Town of Amo 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 the Amo Interurban Station and

WHEREAS the The Town of Amo 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 scope of work as presented in the materials and plans dated December 10, 2001, and agreed to proceed with the project as proposed (optional: with the recommendations provided by the Indiana SHPO by letter dated August 13, 2002); and

NOW, THEREFORE, the Town of Amo 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 Tow of Amo's approval of the Amo Interurban Station the Town of Amo shall ensure that the following stipulations are implemented in order to take into account the effect of the restoration of the Amo Interurban Station on historic properties.

Stipulations

1. The Town will provide detailed plans and specifications for the repairs to the foundation. We aspire for your review and comment on this aspect.
2. If a clay tile roof will be installed, the Town of Amo will provide detailed plans and specifications to Indiana SHPO for review and comment.
3. Plans and specifications for the repairs to the parapet will be provide to the Indiana SHPO for review and comment.
4. If existing historic windows and doors cannot be repaired, plans and specifications will be provided to the Indiana SHPO for review and comment.
5. Once it has been determined if storm windows or insulated glass will be installed the Town of Amo will provide detailed plans and specifications to the Indiana SHPO for review and comment.
6. Once additional information is available regarding how, where and what materials will be used for the ceiling systems, the Town of Amo will provide detailed plans and specifications to the Indiana SHPO.
7. The Historic interior trim surrounding window and door openings will be retained.
8. Once it has been determined what type of mechanical, electrical and plumbing systems will be used for the ceiling systems, detailed plans and specifications will be provided to the Indiana SHPO for review and comment.
9. If it is found that one or more of the items included in the scope of work cannot be performed in accordance with the Secretary of the Interior's Standards and Guidelines, the Town of Amo and the Indiana SHPO will consult to develop appropriate mitigation to resolve an adverse effect.

** 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 Town of Amo regarding any action carried out or proposed with respect to the restoration of the Amo interurban station or implementation of this memorandum of agreement, then the Town of Amo shall consult with the objecting party to resolve the objection. If after initiating such consultation the Town of Amodetermines that the objection cannot be resolved through consultation, then the Town of Amo shall forward all documentation relevant to the objection to the Council, including the Town of Amo'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 Town of Amo with a staff-level recommendation, which the ****(Federal Agency or Delegatee)**** shall take into account in reaching a final decision regarding its response to the objection; or
 - ii. Notify the Town of Amo that the objection will be referred for formal comment pursuant to 36 C.F.R. § 800.7(c), and proceed to refer the object and comment. The ****(Federal Agency or Delegatee)**** shall take into account the Council's comments in reaching a final decision regarding its response to the objection.
- B. If comments from the Council are provided in accordance with stipulations 1-9 of this memorandum of agreement, then the Town of Amo 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 Town of Amo's responsibility to carry out all actions under this memorandum of agreement that are not the subjects of the objection shall remain unchanged.

**** POST REVIEW DISCOVERY**

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

**** 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.

**** TERMINATION**

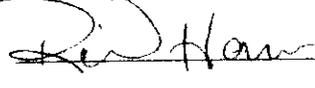
- A. If the terms of this memorandum of agreement have not been implemented by January 1, 2004, then this memorandum of agreement shall be considered null and void. In such an event, the Town of Amo shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the Restoration of The Amo Interurban Station, then it shall reinitiate review of the Amo Interurban Station 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 Town of Amo shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the Amo Interurban Station.
- C. In the event that the Town of Amo does not carry out the terms of this memorandum of agreement, the Town of Amo shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the Amo Interurban Station.

The execution of this memorandum of agreement by the no invited signatories, 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(e) and (f), and the implementation of its terms evidence that the Town of Amo has afforded the Council an opportunity to comment on the Restoration of the Amo Interurban Station and its effects on historic properties and that the Town of Amo has taken into account the effects of the restoration of the Amo interurban station on historic properties.

SIGNATORIES (Required) :

****FEDERAL AGENCY OR DELEGATEE****

Signed by:



Date:

8-15-02

Name and title: Reid Haney, Council President Town of Amo

Memorandum of Agreement

undertaking

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(Typed or printed)

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by:

[Handwritten Signature]
Deputy SHPO

(Typed or printed)

Date:

8-20-02

INVITED SIGNATORIES:

COMPANY, ORGANIZATION OR AGENCY NAME

INDIANA DEPARTMENT OF COMMERCE

Signed by:

[Handwritten Signature]

Date:

8/27/02

Name and title:

CHARLES R. MARTINDALE
(Typed or printed)

CDBG PROGRAM MANAGER

**CHUCK MARTINDALE
CDBG PROGRAM MANAGER**

COMPANY, ORGANIZATION OR AGENCY NAME

Signed by: _____

Date: _____

Name and title: _____

(Typed or printed)

CONCURRING PARTIES:

COMPANY, ORGANIZATION OR AGENCY NAME

Signed by: _____

Date: _____

Name and title: _____

COMPANY, ORGANIZATION OR AGENCY NAME

Signed by: _____

Date: _____

Name and title: _____