

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT**  
**BETWEEN THE INDIANA HOUSING FINANCE AUTHORITY AS THE**  
**DELEGATEE OF THE U.S. DEPARTMENT OF HOUSING AND URBAN**  
**DEVELOPMENT, AND THE INDIANA STATE HISTORIC PRESERVATION**  
**OFFICER**  
**SUBMITTED TO THE ADVISORY COUNCIL ON HISTORIC PRESERVATION**  
**PURSUANT TO 36 CFR SECTION 800.6(b)(iv)**  
**REGARDING THE REHABILITATION OF THE WEST BADEN SPRINGS**  
**HOMESTEAD HOTEL AT THE NORTHEAST CORNER OF BROADWAY AND**  
**BALLARD STREETS IN WEST BADEN SPRINGS, ORANGE COUNTY,**  
**INDIANA**

**WHEREAS** the Indiana Housing Finance Authority ("IHFA"), the Indiana State Historic Preservation Officer ("Indiana SHPO"), and Southern VI Corporation executed a memorandum of agreement ("MOA") on October 6, 1999, for the rehabilitation of the West Baden Springs Homestead Hotel at the northeast corner of Broadway and Ballard streets in West Baden Springs, Orange County, Indiana;

**WHEREAS** the U.S. Department of Housing and Urban Development (HUD) has approved additional funding for the rehabilitation of the West Baden Springs Homestead Hotel under the HUD Rural Housing and Economic Development program;

**WHEREAS** HUD has established that the rehabilitation project's area of potential effects, as defined at 36 C.F.R. Section 800.2(c), to be Second Street to the north, Poplar Street to the south, the Indiana Railway Museum tracks to the west, and Elm Street to the east; and

**WHEREAS** HUD, pursuant to 36 C.F.R. Section 800.4(c) recognizes that the above-referenced property is listed in the National Register of Historic Places; and

**WHEREAS** HUD has determined that the rehabilitation project will have an adverse effect on the West Baden Springs Homestead Hotel at the northeast corner of Broadway and Ballard streets; and

**WHEREAS** HUD has consulted with the Indiana SHPO in accordance with Section 106 of the National Historic Preservation Act (16 U.S.C. Section 470f) and its implementing regulations (36 C.F.R. Part 800) to resolve the adverse effects of the rehabilitation project on the historic property; and

**WHEREAS** Southern VI Corporation has participated in consultation and has been invited to become a signatory to the memorandum of agreement;

**WHEREAS** Southern VI Corporation has proceeded with this rehabilitation project in accordance with the provisions of the Memorandum of Agreement executed October 6, 1999;

**WHEREAS** this additional HUD funding will result in no change in the nature or scope of the rehabilitation work undertaken for the West Baden Springs Homestead Hotel;

**NOW, THEREFORE,** HUD, the IHFA, the Indiana SHPO, and Southern VI Corporation agree that, upon the IHFA's decision to provide funds and HUD's decision to provide funds for the rehabilitation of the West Baden Springs Homestead Hotel, HUD and IHFA shall ensure that the following are implemented in order to take into account the effects of the rehabilitation project on historic properties.

**Stipulations:**

Stipulations No. 1-9 in the MOA executed on October 6, 1999, for the rehabilitation of the West Baden Springs Homestead Hotel remain unchanged and are as follows:

1. If all of the original wood windows will be replaced, then prior to construction or demolition activities Southern VI shall provide detailed shop drawings of the existing and proposed windows illustrating the size, proportions, configuration, muntin profiles, materials and decorative features of the windows to the Indiana SHPO for review and approval.
2. If a new mechanical and heating system is installed, then Southern VI shall ensure that the three existing radiators in the main Hotel Lobby 101 shall be retained for historical interpretation.
3. If original radiators will be removed from existing hotel rooms and relocated, then prior to construction or demolition activities Southern VI shall provide drawings showing the proposed locations of the radiators to the Indiana SHPO for review and approval.
4. If the original wood railing and trim on the lobby stairs will be removed, then prior to construction or demolition activities Southern VI shall ensure that the stair is carefully documented for the purpose of future restoration and submit copies of the documentation to the Indiana SHPO for review and approval. Also, Southern VI shall ensure that the documentation is permanently retained in a local repository who shall make the documentation available for examination by the public.
5. If openings will be placed into the masonry walls, then the size of the openings shall be a maximum of four feet or the minimum width required for existing building codes and handicapped accessibility.

6. If the original second floor common space will be removed, then Southern VI shall ensure that the space is carefully documented with 35mm black and white photographs keyed to a site plan. Also, Southern VI shall ensure that the documentation is permanently retained in a local repository, who shall make the documentation available for examination by the public.
7. If parking areas shall be constructed, then a site plan will be submitted to the Indiana SHPO for review and approval prior to the commencement of any construction or demolition activities.
8. If the two corridors on the second and third floors will be altered as shown on the plans dated June 4, 1999, then Southern VI shall ensure that the solarium garden green space and walks shall be reconstructed, and the original limestone for Spring #7 shall be set.
9. If new apartments will be constructed within the Solarium, then Southern VI shall ensure that the exterior of the solarium and the porch is restored in accordance with the plans dated June 4, 1999.
10. Stipulation 10 in the MOA executed on October 6, 1999, is hereby amended to read as follows:

Objections shall be resolved in the following manner:

- a. Should the Indiana SHPO, the IHFA, HUD or any invited signatory to the memorandum of agreement executed on October 6, 1999, or this amendment object in writing to HUD and the IHFA regarding any action carried out or proposed with respect to the rehabilitation project or implementation of this memorandum of agreement, then HUD and the IHFA shall consult with the objecting party to resolve the objection. If after initiating such consultation HUD and the IHFA determine that the objection cannot be resolved through consultation, then HUD and the IHFA shall forward all documentation relevant to the objection to the Council, including HUD's and 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 and HUD with comments, which the IHFA and HUD shall take into account in reaching a final decision regarding its response to the objection;  
or
    - ii. Notify the IHFA and HUD that the objection will be referred for comment pursuant to 36 C.F.R. Section 800.7(b), and proceed to refer the objection for comment.
11. Stipulation 11 in the MOA executed on October 6, 1999, is hereby amended to read as follows:

If the terms of this amendment and the MOA executed on October 6, 1999, have not been implemented by December 31, 2001, this amendment and the MOA shall be considered null and void. In such an event, the IHFA and HUD shall so notify the parties to the MOA

and, if the IHFA and HUD choose to continue with the rehabilitation project, shall reinstate review of the rehabilitation project in accordance with 36 C.F.R. Part 800.

Execution of this amendment by HUD signifies the U.S. Department of Housing and Urban Development's commitment to ensure that these Stipulations are carried out. Execution of this amendment and the memorandum of agreement by HUD, the IHFA and the Indiana SHPO, executed on October 6, 1999, and implementation of the terms, also signifies that the U.S. Department of Housing and Urban Development has fulfilled its responsibilities with regard to Section 106 review for the Rural Housing and Economic Development funding for this project.

INDIANA HOUSING FINANCE AUTHORITY

By: Kimberly A. Green Date: 2/20/01

U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

By: Jeanne Meyer Date: 2/20/2001  
for Robert F. Poffenberger  
Director, Community Planning and Development  
Indiana State Office

INDIANA STATE HISTORIC PRESERVATION OFFICER

By: Larry D. Macklin Date: 3/1/01

INVITED SIGNATORY:

SOUTHERN VI CORPORATION

By: [Signature] Date: 3/8/01

**CONCUR:**

WEST BADEN SPRINGS HISTORICAL SOCIETY

By: Charles Adjes Date: 3-8-01

WEST BADEN SPRINGS HISTORIC PRESERVATION COMMISSION

By: Kath D Marshall Date: 3-8-01