

FEB 2 1981

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 316 WEST WALNUT STREET
IN GREENSBURG, DECATUR COUNTY, INDIANA

WHEREAS the Indiana Housing Finance Authority ("IHFA") proposes to provide grant funds for rehabilitation of the building at 316 West Walnut Street in Greensburg, Decatur 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 around the Jerman School; and

WHEREAS the IHFA, in consultation with the Indiana SHPO, has found that 316 West Walnut Street, Greensburg, 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 316 West Walnut Street 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 316 West Walnut Street; 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 316 West Walnut Street; and

WHEREAS the IHFA, in consultation with the Indiana SHPO, has invited Maxwell Properties V, Inc. to participate in the consultation and to become a signatory/signatories to this memorandum of agreement; 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. The existing windows are not historic but where existing windows shall be replaced with new windows, they shall be replaced with windows that closely resemble the original windows on the primary façade.

2. The former Jerman School shall be rehabilitated in accordance with the preliminary plans prepared by Maxwell Construction and sent to the Indiana SHPO, dated September 26,2002.
3. IHFA shall ensure that chalkboards and lockers that are historically designed will be installed on the first floor in one or more common areas of the building to help reconstruct some of the character-defining features
4. IHFA shall ensure that the barrel vaulted ceilings in the auditorium space remain exposed, as shown on the plans submitted to the SHPO dated September 26,2002.
5. If infill construction is placed in the gymnasium or auditorium spaces or original ceiling heights will be lowered through the installation of suspended ceilings in the former Jerman School, then the IHFA shall ensure that the former Jerman School 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 (e.g., Jerman School), most recent name (if any), and street address of the historic property, typed or printed on 8 1/2" by 11" paper.
 - b. A typed or printed description of the former Jerman School on 8 1/2" by 11" paper, including at least the following:
 - i. A verbal description of all facades, including a description of materials and notable architectural features, a statement of the dimensions of the existing lot (length and width), and a statement of the exterior dimensions of the building (length, width, height);
 - ii. A verbal interior description of the first, second and third floors including all features, finishes, and materials;
 - iii. A map of the City of Greensburg with the location of the historic property marked;
 - iv. A site plan of the lot and the former Jerman School and floor plans of the Jerman School drawn to scale showing the existing conditions.
 - c. A brief typed or printed history of the former Jerman School and a written statement of the building's significance to the City of Greensburg on 8 1/2" by 11" paper, focusing, in particular, on its history prior to 1950.
 - d. Black and white 35mm photographs of all visible facades of the building and interior photos of major spaces (e.g. auditorium, representative classrooms, gymnasium, corridors), and significant interior features dating from before 1950 (tin ceilings, staircases, etc.); 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).
6. If infill construction is placed in the gymnasium or auditorium spaces or original ceiling heights will be lowered through the installation of suspended ceilings in the former Jerman School, then the IHFA shall ensure that duplicate originals of the documentation specified above shall be distributed 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 the City of Greensburg, 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.
7. The existing exterior masonry of the building shall remain 100% intact on the front (south), east and west sides of the building. A small addition is planned for the rear of the building and will be connected; this will only affect a small portion of the rear exterior (north east corner). If any of the mortar will be repointed, then this work shall be conducted in accordance with the guidelines provided in *Preservation Briefs, 2: Repointing Mortar Joints in Historic Masonry Buildings*.
8. If mechanical equipment is installed on the roof, then the equipment shall be designed and placed in a manner that will least obstruct important views of the building.
9. All mechanical work shall conform to the recommended guidelines and approaches in *Preservation Briefs, 24: Heating, Ventilating, and cooling Historic Buildings: Problems and recommended approaches*.

If plaster walls will be repaired, then they shall be repaired in accordance with the guidelines provided in *Preservation Briefs, 21: Repairing Historic Flat Plaster-Walls and Ceilings*.

10.

11. 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 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 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 comment pursuant to 36 C.F.R. § 800.7(b), and proceed to refer the objection and comment.
- 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.

12. POST REVIEW DISCOVERY

In the event that one or more historic properties--other than 316 West Walnut Street--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.

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.

14. TERMINATION

- A. If the terms of this memorandum of agreement have not been implemented by March 31, 2004, 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, Maxwell Properties V, Inc., 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: Kimberly A. Wize
Name and title: Kimberly A. Wize, Executive Director

Date: 2/24/2003

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: JCS
Name and title: _____

Date: 4.9.03

INVITED SIGNATORIES:

HUMAN SERVICES INC

Signed by: Mary Meredith

Date: 2/19/03

Name and title: Mary Meredith, Executive Director

MAXWELL PROPERTIES V. INCORPORATED

Signed by: Randy Maxwell

Date: 2/12/03

Name and title: Randy Maxwell, Owner

