

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF INDIANAPOLIS 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 APARTMENT BUILDING, HISTORICALLY
KNOWN AS THE GRAMSE, AT 2203 BROADWAY STREET
IN INDIANAPOLIS, MARION COUNTY, INDIANA

WHEREAS the City of Indianapolis, Department of Metropolitan Development (City) proposes to use Community Development Block Grant funding for the rehabilitation (Project) of The Gramse Apartment Building (Gramse) located at 2203 Broadway Street, Center Township, Marion County, Indiana; and

WHEREAS the City, in consultation with the Indiana State Historic Preservation Officer ("Indiana SHPO"), has defined this Project's area of potential effects, as the term is defined in 36 C.F.R. § 800.16(d), to be the area within the boundaries between Broadway St., 23rd St., College Ave., and 22nd St.; and

WHEREAS the City, in consultation with the Indiana SHPO, has found that The Gramse is within the area of potential effects; and

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

WHEREAS the City, 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 The Gramse; and

WHEREAS the City 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 Gramse; and

WHEREAS the City, in consultation with the Indiana SHPO, has invited King Park Area Development Corporation (Sub-recipient) and CasaVerde LLC (Developer) to participate in the consultation and to become a signatories to this memorandum of agreement; and

WHEREAS the City 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 January 19, 2009, and agreed to proceed with the Project as proposed;

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

Stipulations

- I. Prior to the commencement of demolition and/or construction activities, the Gramse shall be documented, including, at a minimum, the following elements:
 - A. The following historic documentation information shall be saved as a Microsoft Word document on a compact disk (CD) or digital video disk (DVD).
 1. A cover page with the historic name or names (i.e., Gramse Apartment Building), most recent name (if any), and street address of the historic property.
 2. A typed or printed description of the historic property, including at least the following:
 - a. A verbal description of the property's design, which shall include building materials, architectural/engineering style, plan, number of stories, organization of major elevations, notable architectural/engineering features, and a statement of the overall dimensions of the property (length, height, and width).
 - b. A map of the City with the location of the historic property clearly marked.
 3. A brief, typed or printed history of the property and a written statement of the property's significance and its architectural/engineering significance, focusing, in particular, on its history up to and including the year that is 50 years before the year in which this documentation is prepared. Documentation must include the date or era of construction, as well as the architect/engineer and builder (if known), dates and descriptions of any major alterations, association with any historic events, movements, and/or association with historically significant people. A list of bibliographic sources, including author, title, place of publication and publisher, and date of publication must be included in this section.
 - B. Photographic documentation, either digital images on a CD or DVD or black and white photographic prints and negatives. Depending upon the size and complexity of the structure to be recorded, ten (10) or more views may be necessary. Views must include all exterior facades, the major entrance, significant interior spaces, such as principal rooms and stairs, common/public space, and interior and exterior architectural/engineering details.
 1. For digital images, the following procedures shall be followed:
 - a. A camera of at least 3.0 megapixel quality, with a .TIF setting capability, shall be used.

Please note: .TIF is not an option on many digital cameras, so please check your owner's manual. If .TIF is not available, images may be taken in another format, but they must be capable of conversion to the following size and resolution: size of each .TIF image must be 1600x1200 pixels at 300 ppi (pixels per inch) or larger. It is recommended that digital images be saved in 8-bit (or larger) color format, which provides maximum detail even when printed in black and white.
 - b. A CD or DVD containing a digital photo log and the electronic image files shall be provided to the Indiana SHPO.
 - i. The CD or DVD must be labeled with the name of the property, the City, and the county in which the property is located.
 - ii. There must be a photo log for all photos, and the photo numbers of the saved digital images must correspond to the photo log.
 - iii. The photo log must contain the following:
 - property name
 - address
 - City and County
 - location, cardinal direction of camera, and description of the view
 - date of photograph

- iv. The individual image files must be labeled so that they reference the state and county in which the property is located. For example, the image files for Union Station in Marion County, Indiana, would be saved as "IN_MarionCounty_UnionStation1.tif," "IN_MarionCounty_UnionStation2.tif," and so on.
 - v. The electronic image files must be saved as uncompressed .TIF (Tagged Image File format) in keeping with the guidance on digital photographic records issued by the U.S. National Archives and Records Administration.
 2. For black and white photographic prints and negatives the following procedures shall be followed:
 - a. Kodak Tri-X or Plus X, Ilford FP4 or HP 5, or Agfa Pan 35 mm film must be used in a suitable Single Lense Reflex camera.
 - b. Prints must not be smaller than 3" x 5" or larger than 8" x 10".
 - c. Each print must be labeled, on the back, in pencil or with an archival photographic marker as follows:
 - i. property name
 - ii. address
 - iii. City and County
 - iv. location, cardinal direction of camera, and description of the view
 - v. date of photograph
 - C. If available, copies or high resolution scans of historic photographs should be included with information on the source of the original photographs.
 - D. If available, existing architectural/engineering drawings should be scanned into a readily available viewing program (such as PDF) and saved to the CD or DVD. Drawings should include, if available, a site plan, floor plans, structure elevations, and structure sections and details. If the drawings can not be scanned, they should be sized so that they are no smaller than 11" x 17" and no larger than 24" X 36".
 - II. Prior to the commencement of demolition and construction activities, the final version of the documentation specified in Stipulation I shall be submitted to the Indiana SHPO for review, approval, and ultimate transmittal to the Indiana State Archives.
 - A. The Indiana SHPO will print a copy of the historic documentation specified in Stipulation I.A on acid free, 100% cotton paper.
 - B. If digital images are used to document the historic property, the Indiana SHPO will print two copies of the electronic image files from the CD or DVD. The cost of printing will be the current rate charged by the Indiana SHPO to print digital photos for National Register submissions and *consultant or federal agency or applicant* will receive an invoice before the photos have been printed. Payment must be received before the photos will be printed. One set of prints will be retained by the Indiana SHPO. The second set of prints will be mailed to *consultant or federal agency or name the local repository or other institution* [use whichever is appropriate].
 - C. If black and white photographic prints are used to document the historic property, one set (with the photographic negatives) shall be submitted to the Indiana SHPO. A second set shall be submitted to *name the local repository or other institution* [use whichever is appropriate].
 - III. Prior to the commencement of demolition and construction activities, the City shall request that the Indianapolis Historic Preservation Commission (IHPC) ensure that the documentation specified in Stipulation I shall be permanently retained and made available for examination by the public. Upon the IHPC's acceptance of the responsibility, the IHPC shall be given a CD or DVD containing the information specified in Stipulation I, a printed copy of the information specified in Stipulation I-A, and one set of archival digital prints or black and white photographic prints. If the IHPC declines to accept the documentation, another local repository or local institution shall be contacted and asked to

accept the materials. The City and the Indiana SHPO will review and determine the acceptability of another organization to accept the materials.

- IV. A National Register of Historic Places nomination shall be prepared for the Gramse Building. The nomination, owners' written consent, and other supporting documentation shall be forwarded to the Indiana State Historic Preservation Office for review within one (1) year from the date of the execution of the MOA. The Sub-recipient shall comply with any reasonable requests or recommendations by the Indiana State Historic Preservation Office regarding the nomination form. If more than fifty (50) percent of the property owners object to National Register of Historic Places listing, then the Sub-recipient shall make a reasonable effort to prepare documentation for the Gramse at a level to be agreed upon by the Indiana State Historic Preservation Office, the City and the Sub-recipient.
- V. A nomination for local designation under the jurisdiction of the Indianapolis Historic Preservation Commission shall be prepared for the Gramse Building. The nomination, owners' written consent, and other supporting documentation shall be forwarded to the IHPC for review within one (1) year from the date of the execution of the MOA. The Sub-recipient shall comply with any reasonable requests or recommendations by the IHPC regarding the nomination form. If more than fifty (50) percent of the property owners object to local designation, then the Sub-recipient shall make a reasonable effort to prepare documentation for the Gramse at a level to be agreed upon by the Indiana State Historic Preservation Office, the City and the Sub-recipient.
- VI. The Sub-recipient and/or Developers shall be responsible to retain and restore all plaster surfaces in the dining rooms of Units 1, 2, 4, 7, 8, and 11 on the first and second floors of The Gramse. Surface-mounted electrical equipment will be used to minimize damage to the plaster.
- VII. The Sub-recipient and/or Developers shall be responsible to pass out historic property management plans to new unit owners at closing, which will provide information on maintaining historic materials of The Gramse.
- VIII. The Sub-recipient shall be responsible to track the restoration of The Gramse on their website with pictures and written updates explaining the preservation process. Additionally, the Sub-recipient shall provide links from this website to other preservation resources.

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 City regarding any action carried out or proposed with respect to the rehabilitation of The Gramse or implementation of this memorandum of agreement, then the City shall consult with the objecting party to resolve the objection. If after initiating such consultation the City determines that the objection cannot be resolved through consultation, then the City shall forward all documentation relevant to the objection to the Council, including the City'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 City with a staff-level recommendation, which the City shall take into account in reaching a final decision regarding its response to the objection; or
 - ii. Notify the City 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 City 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 stipulation (A) of this memorandum of agreement, then the City 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 City'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 Gramse--are discovered or that unanticipated effects on historic properties are found during the implementation of this memorandum of agreement, the City 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 February 26, 2012, then this memorandum of agreement shall be considered null and void. In such an event, the City shall so notify the parties to this memorandum of agreement and, if it chooses to continue with the rehabilitation of The Gramse, then it shall reinstate review of the Project 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 City shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the rehabilitation Project.
- C. In the event that the City does not carry out the terms of this memorandum of agreement, the City shall comply with 36 C.F.R. §§ 800.3 through 800.7 with regard to the review of the rehabilitation Project.

The execution of this memorandum of agreement by the City, King Park Area Development Corporation, CasaVerde LLC, 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 City has afforded the Council an opportunity to comment on the rehabilitation Project and its effects on historic properties and that the City has taken into account the effects of the rehabilitation Project on historic properties.

SIGNATORIES (Required) :

CITY OF INDIANAPOLIS, DEPARTMENT OF METROPOLITAN DEVELOPMENT

Signed by: Mary Plambeck Date: 2-24-09
Name and title: Maury Plambeck, AICP, Director

INDIANA STATE HISTORIC PRESERVATION OFFICER

Signed by: James A. Glass Date: 2/26/09
Name and title: James A. Glass, Deputy State Historic Preservation Officer

INVITED SIGNATORIES:

KING PARK AREA DEVELOPMENT CORPORATION

Signed by: Janine Betsey Date: 2/26/2009
Name and title: Janine Betsey, Executive Director

CASA VERDE LLC

Signed by: David Kadlec Date: 2/26/2009
Print Name and Title