



U.S. Department
of Transportation
**Federal Transit
Administration**

REGION V
Illinois, Indiana,
Michigan, Minnesota,
Ohio, Wisconsin

200 West Adams Street
Suite 320
Chicago, IL 60606-5253
312-353-2789
312-886-0351 (fax)

January 28, 2019

Beth K. McCord
Division Director
Indiana Department of Natural Resources
Historic Preservation & Archaeology
402 W. Washington Street, W274
Indianapolis, Indiana 46204

RE: Section 106 Consultation – Memorandum of Agreement – IndyGo Purple Line Bus Rapid Transit Project, Marion County, Indiana (DHPA No. 22038)

Dear Ms. McCord:

On December 29, 2017, and January 3, 2018, the Federal Transit Administration (FTA) submitted a Section 106 initiation letter, Area of Potential Effects (APE) determination, and methodology for identifying historic properties to the Indiana State Historic Preservation Office (SHPO) at the Department of Historic Preservation and Archaeology (DHPA) for the Indianapolis Public Transit Corporation's (IndyGo) proposed Purple Line Bus Rapid Transit (BRT) (the Project) in Marion County, Indiana. On January 26, 2018, SHPO provided its concurrence with FTA's Section 106 methodology and APE determinations in accordance with 36 CFR 800.

On May 25, 2018 and June 1, 2018, respectively, FTA submitted to SHPO their Section 106 eligibility determination for above ground historic properties and determination that no further archaeological investigations were necessary. SHPO provided its concurrence with these determinations on June 25, 2018, and July 2, 2018, respectively. FTA, IndyGo, and Consulting Parties met on July 11, 2018, to discuss potential effects on above ground historic properties. FTA subsequently submitted their effects determinations on July 3, 2018, and received concurrence from SHPO on August 2, 2018.

Following the above submittals, project modifications required for stormwater management and drainage were identified during advanced engineering. On October 10, 2018, FTA submitted addendum reports that included an assessment of effects for previously identified above ground historic properties based on project modifications, and additional archaeological survey work undertaken within an expanded APE based on the project modification limits of disturbance, eligibility evaluations, and a determination of effect. FTA determined that the project modifications resulted in *No Adverse Effect* to aboveground historic properties and resulted in an *Adverse Effect* to a National Register of Historic Places eligible archaeological site. FTA, IndyGo, SHPO discussed the adverse effect determination on October 16, 2018, and explored potential mitigation ideas. SHPO officially concurred with these determinations on November 13, 2018.

FTA notified the Advisory Council on Historic Preservation (ACHP) of the adverse effect determination in accordance with 36 CFR 800.6(a)(1) on November 21, 2018, and the ACHP declined FTA's invitation to participate in the resolution of adverse effects to historic properties through the development of a Memorandum of Agreement (MOA) as part of the Section 106 process on December 13, 2018. A Consulting Parties meeting was held on November 29, 2018, to provide input on the draft MOA; comments received at the meeting were incorporated into the document. Additional input on the design review process outlined in the MOA was received from the ACHP in an unofficial capacity December 14, 2018. FTA, IndyGo, and SHPO discussed the ACHP comments and updated the MOA accordingly and circulated the draft language for review. On December 20, 2018, FTA and SHPO discussed the changes to the MOA and SHPO stated they were satisfied with the terms of the MOA and would sign assuming no material changes to the wording were made.

Pursuant to the Section 106 implementing regulations at 36 CFR 800, FTA has signed the MOA and is seeking SHPO's final review and signature of the enclosed MOA at your earliest convenience. Please sign and date page 8 of the MOA to indicate concurrence with the stipulations. IndyGo, as an invited signatory, would then sign, completing the execution of the document. Following execution, the Pokagon Band of Potawatomi Indians will sign the MOA as a concurring party.

If you have any questions or issues with the MOA, please contact Susan Weber at 312-353-3888 or susan.weber@dot.gov. Thank you for your attention to this matter.

Sincerely,



Kelley Brookins
Regional Administrator

Enclosure: Purple Line BRT MOA

ecc: Susan Weber, FTA Region V
Jay Ciavarella, FTA Region V
Elizabeth Breiseth, FTA Region V
Austin Gible, IndyGo Purple Line Project Manager
John Carr, SHPO Structures Reviewer
Wade Tharp, SHPO Archaeology Reviewer
Larry Buckel, INDOT Office of Transit
Anuradha (Anu) Kumar, INDOT Cultural Resources Unit
Mark Zwoyer, Indianapolis DPW
Sean Northup & Jen Higginbotham, IMPO
Kristen Wolfred, Laura Barton & Mike Berkery, Indiana State Fairgrounds & Event Ctr
Rodric Reid, Alliance for Northeast Unification
Cameron G. Starnes, Economic Development, City of Lawrence
Aaron Roberts, Ivy Tech Community College
Freddie Burrus, Fort Harrison Reuse Authority
Dean Kessler, Indianapolis Historic Preservation Commission
Diane Hunter, Miami Tribe of Oklahoma
Kim Penrod, Delaware Nation
Matthew Bussler, Pokagon Band of Potawatomi Indians
Larry Heady, Delaware Tribe of Indians



Indiana Department
of Natural Resources

Eric Holcomb, Governor
Cameron F. Clark, Director

Division of Historic Preservation & Archaeology • 402 W. Washington Street, W274 • Indianapolis, IN 46204-2739
Phone 317-232-1646 • Fax 317-232-0693 • dhpa@dnr.IN.gov • www.IN.gov/dnr/historic



February 7, 2019

Kelley Brookins
Regional Administrator
Federal Transit Administration, Region V
200 West Adams Street, Suite 320
Chicago, Illinois 60606-5253

Federal Agency: Federal Transit Administration, Region V ("FTA")

Re: Request for signature on the "Memorandum of Agreement Among the Federal Transit Administration and the Indiana State Historic Preservation Officer, Regarding the Purple Line Bus Rapid Transit Project in Indianapolis, Marion County, Indiana" (December 21, 2018) (DHPA No. 22038)

Dear Ms. Brookins:

Pursuant to Section 106 of the National Historic Preservation Act of 1966, as amended (54 U.S.C. § 306108), and implementing regulations at 36 C.F.R. Part 800, the staff of the Indiana State Historic Preservation Officer ("Indiana SHPO" or "INDNR-DHPA") has reviewed FTA's January 28, 2019, letter enclosing the aforementioned memorandum of agreement ("MOA"), which we received on February 4, 2019.

We believe that the MOA treats appropriately archaeological site 12-Ma-1042 (the Interurban Group Site).

Accordingly, we have signed the enclosed copy of the MOA (December 21, 2018, version), indicating our acceptance of its terms.

If you have questions about buildings, structures, or districts pertaining to this project, please contact John Carr at (317) 233-1949 or jcarr@dnr.in.gov. Questions about archaeological matters should be directed to Wade T. Tharp at (317) 233-1650 or wtharp1@dnr.in.gov.

In all future correspondence regarding the IndyGo Purple Line Bus Rapid Transit Project in Marion County, Indiana, please continue to refer to DHPA No. 22038.

Very truly yours,

Beth A. McCord
Deputy State Historic Preservation Officer

BKM:JLC;jlc

enclosure

emc: Jay Ciavarella, FTA (with copy of enclosure)
Susan Weber, FTA (with copy of enclosure)
Elizabeth Breiseth, FTA (with copy of enclosure)
Sarah Stokely, Advisory Council on Historic Preservation (with copy of enclosure)
Larry Buckel, Indiana Department of Transportation (with copy of enclosure)
Austin Gibble, IndyGo (with copy of enclosure)
Harry Nikides, ASC Group, Inc. (with copy of enclosure)
Leah Konicki, ASC Group, Inc. (with copy of enclosure)
David Klinge, ASC Group, Inc. (with copy of enclosure)
Aimce Paquin, WSP (with copy of enclosure)
Mark Zwoyer, Indianapolis Department of Public Works (with copy of enclosure)
Elizabeth Nowak, Indianapolis Historic Preservation Commission (with copy of enclosure)
Chad Slider, INDNR-DHPA (with copy of enclosure)
Wade T. Tharp, INDNR-DHPA (with copy of enclosure)
John Carr, INDNR-DHPA (with copy of enclosure)

emc for informational purposes: Robert Dirks, P.E., Federal Highway Administration, Indiana Division (with copy of enclosure)
Anuradha Kumar, Indiana Department of Transportation (with copy of enclosure)
Susan Branigin, Indiana Department of Transportation (with copy of enclosure)
Shaun Miller, Indiana Department of Transportation (with copy of enclosure)
Patrick Carpenter, Indiana Department of Transportation (with copy of enclosure)
Mary Kennedy, Indiana Department of Transportation (with copy of enclosure)

**MEMORANDUM OF AGREEMENT
AMONG
THE FEDERAL TRANSIT ADMINISTRATION
AND
THE INDIANA STATE HISTORIC PRESERVATION OFFICER,
REGARDING
THE PURPLE LINE BUS RAPID TRANSIT PROJECT
IN INDIANAPOLIS, MARION COUNTY, INDIANA**

WHEREAS, the Federal Transit Administration (FTA), in cooperation with the Indianapolis Public Transportation Corporation (dba IndyGo), proposes to construct the approximately 14.8-mile Purple Line Bus Rapid Transit Project along Meridian Street, East 38th Street, and Post Road through the cities of Indianapolis and Lawrence in Marion County, Indiana (the Project) and has determined the Project to be a Federal undertaking pursuant to 36 Code of Federal Regulations (CFR) Part 800; and

WHEREAS, the Project consists of 23 new bus rapid transit (BRT) stations, BRT vehicles operating in mixed traffic and dedicated lanes, and associated pedestrian and infrastructure improvements to improve pedestrian connectivity and accommodate the BRT operations; and

WHEREAS, FTA has consulted with the State Historic Preservation Officer (SHPO) at the Indiana Department of Natural Resources, Division of Historic Preservation & Archaeology (DHPA), in accordance with Section 106 of the National Historic Preservation Act (NHPA), as amended, (54 United States Code [USC] § 306108), and its implementing regulations (36 CFR Part 800); and

WHEREAS, the FTA, in consultation with the SHPO, has defined the Project's area of potential effects (APE), as the term is defined in 36 CFR § 800.16(d), for aboveground resources as: (1) all roadway right-of-way the BRT would operate in, (2) a minimum 150-foot visual buffer at each proposed BRT station, and (3) areas of potential right-of-way acquisition for proposed pedestrian and infrastructure improvements to accommodate potential visual impacts to historic properties in their vicinity; and

WHEREAS, the FTA, in consultation with the SHPO, has defined the Project's APE for archaeological resources as: the proposed limits of disturbance, including the footprint of each proposed BRT station and the limits of potential right-of-way acquisition for proposed pedestrian and infrastructure improvements; and

WHEREAS, IndyGo, as the Project sponsor, has participated in consultation and has been invited to sign this Memorandum of Agreement (MOA) as an invited signatory; and

WHEREAS, the FTA, in consultation with SHPO, has found that one National Historic Landmark and ten historic properties previously listed in the National Register of Historic Places (NRHP) are located within the Project's aboveground APE; and

WHEREAS, the FTA, in consultation with SHPO, has determined, pursuant to 36 CFR 800.4(c), that the Indianapolis Hilton, Indiana Bell Telephone Building, Chamber of Commerce Building, Lexington Motor Sales Company Building, Indiana State Fairgrounds, Indiana National Bank Branch, house at 4007 East 38th Street, Indiana Bell Telephone Company 38th Street Switching Station, Meadowbrook Diner, Abundant Life Memorial Church, and Holiday Villa Apartments are eligible for inclusion in the NRHP and located within the Project's aboveground APE; and

WHEREAS, the FTA, in consultation with the SHPO, has determined that no aboveground properties that are listed, or eligible for inclusion, in the NRHP will be adversely affected by the Project; and

WHEREAS, the FTA, in consultation with the SHPO, has determined, pursuant to 36 CFR 800.4(c), one archaeological site, Interurban Group Site (12Ma1042), is eligible for inclusion in the NRHP and located within the Project's archaeological APE; and

WHEREAS, the FTA, in consultation with the SHPO, has determined that the Project will have an adverse effect on the NRHP-eligible Interurban Group Site (12Ma1042); and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), the FTA has notified the Advisory Council on Historic Preservation (ACHP) of its adverse effect determination with documentation specified in 36 CFR § 800.11(e), and the ACHP has chosen not to participate in the consultation pursuant to 36 CFR § 800.6(a)(1)(iii); and

WHEREAS, the FTA has consulted with the Delaware Tribe of Indians, Miami Tribe of Oklahoma, and Pokagon Band of Potawatomi Indians regarding the identification of historic properties and effects of the Project on historic properties; and

WHEREAS, the FTA has consulted with the Indianapolis Historic Preservation Commission, Indiana State Fairgrounds & Event Center, Indianapolis Department of Public Works, City of Lawrence, Economic Development Department of City of Lawrence, Ivy Tech Community College, Alliance for Northeast Unification, and Indiana Department of Transportation Cultural Resources Office regarding the identification of historic properties and effects of the Project on historic properties; and

WHEREAS, consideration was given to alternatives and refinements throughout the project development process that would avoid, minimize, or mitigate impacts to historic properties while meeting the stated Project Purpose and Need; and

NOW, THEREFORE, the FTA, SHPO, and IndyGo agree that the Project shall be implemented in accordance with the following stipulations in order to mitigate the effect of the Project on historic properties.

STIPULATIONS

The FTA shall ensure the following measures are carried out:

I. PHASE III ARCHAEOLOGICAL DATA RECOVERY INVESTIGATIONS

In recognition of the presumed NRHP-eligibility of the Interurban Group Site (12Ma1042), FTA and IndyGo have elected to forego a Phase II site evaluation and proceed to Phase III data recovery excavations to mitigate any adverse effect the project will have on the site. Should the project design and scope change in such a way as to avoid affecting the Interurban Group (12Ma1042), neither a Phase II site evaluation or a Phase III data recovery excavation will be necessary. The Phase III archaeological data recovery investigations shall proceed according to the guidance provided by the Indiana Division of Historic Preservation and Archaeology (DHPA) *DRAFT Guidebook for Indiana Historic Sites and Structures Inventory – Archaeological Sites* (2008) and the Indiana Department of Transportation (INDOT) *Cultural Resources Manual* (March 2014).

- A. Prior to the initiation of the archaeological data recovery, a Data Recovery Plan (DRP) will be prepared by a qualified archaeologist and approved by FTA, IndyGo, and SHPO. The DRP will describe the affected resource (Interurban Group Site [12Ma1042]), establish its historic and cultural context, and include a statement of significance and a description of

the proposed effects. The DRP will define the research aims of the investigation through a series of research questions and will define the anticipated data that will be recovered and synthesized. It will define the extent and scope of the subsurface excavation and the methods to be employed. It will establish a protocol for the treatment and curation of recovered artifacts and for the production of a data recovery report.

- B. Data recovery excavations. Prior to the initiation of the construction project, the data recovery excavations described in the DRP will be completed and an end-of-fieldwork management summary detailing the completed work will be submitted to FTA, IndyGo, and SHPO. The schedule for completion of the excavations and management summary will be established in the DRP.

II. DESIGN REVIEW PROCESS

IndyGo shall review and compare any modifications to the approved undertaking's scope prior to the start of construction and during construction. This review process may require consultation with IndyGo's Secretary of Interior-qualified consultants and/or FTA depending on the scale and/or complexity of the scope modification.

- A. If IndyGo determines that there are no substantive changes, defined as design variations resulting in a change of effect or a new and/or additional adverse effect to a historic property, they will inform FTA in writing and provide substantiating documentation that there are no substantive changes such as, but not limited to, construction plans or drawings, technical memos, renderings, or photographs as appropriate. If FTA determines there are no substantive changes, no further Section 106 review is needed and the undertaking's findings remain valid. FTA will provide a copy of this documentation to SHPO and Consulting Parties for their files.
- B. If IndyGo identifies substantive changes, as defined in subparagraph A of this stipulation, IndyGo will make a recommendation on the effects of the design changes on the historic property to FTA in writing and provide substantiating documentation of the substantive changes such as, but not limited to, construction plans or drawings, technical memos, renderings, or photographs as appropriate. If FTA determines that there is a change of effect to a historic property, FTA will consult with SHPO and Consulting Parties on the undertaking's changes and will issue a new determination of effect. IndyGo will communicate any such changes via a variety of media to distribute information to the public, businesses, commuters, transit riders, and property owners.
 - i. If FTA makes a No Adverse Effect finding, SHPO and Consulting Parties shall have thirty (30) calendar days to provide comments on FTA's determination of effect. IndyGo and FTA shall carefully consider any comments provided by SHPO and Consulting Parties and incorporate suggested modifications, as appropriate.
 - ii. If FTA makes an Adverse Effect determination, the undertaking will follow the measures outlined in Stipulation III of this MOA.

III. RESOLUTION OF ADDITIONAL ADVERSE EFFECTS

- A. If FTA finds there is an additional adverse effect through the processes described in Stipulation II of this MOA, FTA will consult with SHPO and Consulting Parties in accordance with 36 CFR § 800.6 to avoid and/or minimize the adverse effect. The SHPO and Consulting Parties

shall have thirty (30) calendar days to provide comments on any FTA findings made under Stipulation II of this MOA. If it is determined that the adverse effect cannot be avoided, FTA will consult with SHPO, Consulting Parties, and the public, as appropriate, to develop a mitigation plan for the historic property, taking into account the nature and scale of the adverse effect.

- i. The mitigation plan shall be developed within forty-five (45) calendar days of any adverse effect finding made under subparagraph A of this stipulation. FTA will provide a copy of the draft mitigation plan to SHPO and Consulting Parties. The SHPO and Consulting Parties shall have thirty (30) calendar days to provide comments on any mitigation plan prepared prior to the initiation of the undertaking's construction.
 - a. If SHPO and Consulting Parties do not provide comments during the review periods specified in subparagraph A.i of this Stipulation, FTA shall move forward with the mitigation plan as provided.
 - b. FTA and IndyGo shall take into account any comments provided by SHPO and Consulting Parties during the review period specified in subparagraph A.i of this Stipulation in the development of a final mitigation plan. The mitigation plan will be final upon acceptance by FTA and SHPO.

IV. DURATION

This MOA will expire if its terms are not carried out within five (5) years from the date of its execution. Prior to such time, FTA may consult with the other signatories to reconsider the terms of the MOA and amend it in accordance with Stipulation 0 below.

V. POST-REVIEW DISCOVERIES

If FTA and IndyGo determine after construction has commenced that Project activities will affect a previously unidentified archaeological or historical resource that may be eligible for the NRHP, or affect a known resource in an unanticipated manner, FTA will address the discovery or unanticipated effect in accordance with 36 CFR § 800.13(b)(3). FTA, at its discretion, may assume any unanticipated discovered property to be eligible for inclusion in the NRHP, pursuant to 36 CFR § 800.13(c). If human remains or archaeological sites are inadvertently discovered, or unanticipated effects on historic properties are found, then IndyGo will implement the following procedures.

Regarding the discovery of human remains, in accordance with 36 CFR § 800.13(b)(3) and Indiana Code (IC) 14-21-1-27(a), if buried human remains or burial grounds are disturbed, IndyGo will immediately cease all ground-disturbing activities within 100 feet of the discovery, and human remains or possible human remains will be left undisturbed. IndyGo will notify FTA, SHPO, the relevant County Coroner, and Indiana Department of Natural Resources, Division of Law Enforcement within 48 hours from the time of the discovery. Human remains will be treated or reburied in an appropriate manner and place in compliance with IC 23-14-57, the Native American Graves Protection and Repatriation Act, or other applicable laws.

Regarding the discovery of archaeological resources, in accordance with 36 CFR § 800.13(b)(3) and IC 14-21-1-29(a), if an archaeological resource is inadvertently discovered, IndyGo will immediately cease all ground-disturbing activities within 100 feet of the discovery. IndyGo will notify FTA and SHPO within 48 hours from the time of the discovery. IndyGo, in consultation with FTA and SHPO, will conduct an on-site evaluation of the discovery. A qualified archaeologist will investigate the

discovery and recommend a course of action to protect the site. FTA will consider eligibility and effects, consult with SHPO, and determine actions to be taken to resolve adverse effects. FTA, in consultation with SHPO, may authorize the continuation of ground-disturbing activities, with or without conditions; or, within 15 days from the date that FTA and SHPO receive notice of the discovery, FTA, in consultation with SHPO, may require that continued ground disturbance activities be conducted only in accordance with an approved work plan. If requested by FTA or SHPO, IndyGo will develop a work plan for the treatment of the discovery and to resolve adverse effects to historic properties. SHPO will review and provide concurrence on FTA's determination of eligibility, effects, and measures to avoid or reduce harm within 15 days of receipt of the work plan. IndyGo will then implement these measures accordingly and resume work. Any necessary archaeological investigations will be conducted in accordance with the provisions of IC 14-21-1, 312 Indiana Administrative Code (IAC) 21, 312 IAC 22, the current *Guidebook for the Indiana Historic Sites and Structure Inventory—Archaeological Sites* (DHPA 2008), and all other appropriate federal and state guidelines, statutes, rules, and regulations.

Regarding unanticipated effects on aboveground historic properties, if any adverse effects to a historic property occur during construction, IndyGo will immediately cease construction activities affecting the historic property. IndyGo will notify FTA and SHPO within 48 hours of the time of the discovery. IndyGo, in consultation with FTA and SHPO, will assess the extent of the adverse effect and propose repairs in a brief report. If any repairs to historic properties are necessary, they shall be consistent with the Secretary of the Interior's Standards for Rehabilitation (36 CFR § 67.7). FTA will consider eligibility and effects and will determine the actions to take to resolve adverse effects, which will be documented in a report. SHPO will have 15 days to review the report and concur with the proposed measures to resolve adverse effects. If no response is received from SHPO, FTA may authorize IndyGo to proceed with construction. IndyGo shall implement these measures prior to resuming construction activities in the location of the historic property.

VI. DISPUTE RESOLUTION

Should any signatory object at any time to any actions proposed or the manner in which the terms of this MOA are implemented, FTA shall consult with such party to resolve the objection. If FTA determines that such objection cannot be resolved:

- A. FTA will forward all documentation relevant to the dispute, including the FTA's proposed resolution, to the ACHP. The ACHP shall provide FTA with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, FTA shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP and signatories, and provide them with a copy of this written response. FTA will then proceed according to its final decision.
- B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, FTA may make a final decision on the dispute and proceed accordingly. Prior to reaching a final decision, FTA shall prepare a written response that takes into account any timely comments regarding the dispute from the signatories, and provide them and the ACHP with a copy of such written response.
- C. FTA's responsibility to carry out all other actions subject to the terms of this MOA that are not the subject of the dispute remain unchanged.

VII. AMENDMENTS

This MOA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP. 36 CFR 800.6(c)(7) shall govern the execution of any such amendment.

VIII. TERMINATION

If any signatory to this MOA determines that its terms will not or cannot be carried out, that party shall immediately consult with the other signatories to attempt or develop an amendment per Stipulation 0, above. If within thirty (30) days (or another time period agreed to by all signatories), an amendment cannot be reached, any signatory may terminate the MOA upon written notification to the other signatories.

Once the MOA is terminated, and prior to work continuing on the undertaking, FTA must either (a) execute a new MOA pursuant to 36 CFR § 800.6 or (b) request, take into account, and respond to the comments of the ACHP provided under 36 CFR § 800.7. FTA shall notify the signatories of the course of action it will pursue.

Execution of this MOA by the FTA and SHPO, and implementation of its terms, evidence that FTA has taken into account the effects of this undertaking on historic properties and afforded the ACHP an opportunity to comment.

SIGNATORIES (required):

FEDERAL TRANSIT ADMINISTRATION
INDIANA STATE HISTORIC PRESERVATION OFFICER

SIGNATORIES (invited):

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION (DBA INDYGO)

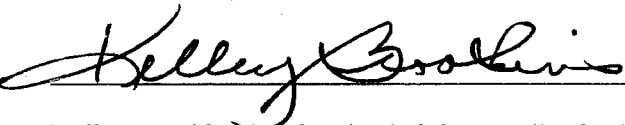
CONCURRING PARTY:

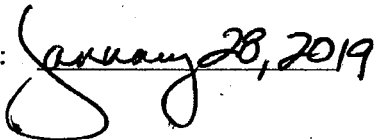
POKAGON BAND OF POTAWATOMI INDIANS

Purple Line Bus Rapid Transit Project Section 106 MOA
December 21, 2018

REQUIRED SIGNATORY

FEDERAL TRANSIT ADMINISTRATION

By: 
Kelley Brookins, Regional Administrator, Region V

Date: 

Purple Line Bus Rapid Transit Project Section 106 MOA
December 21, 2018

REQUIRED SIGNATORY

INDIANA STATE HISTORIC PRESERVATION OFFICER

By: Beth K. McCord

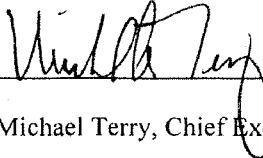
Date: 2-7-19

Beth K. McCord, Deputy State Historic Preservation Officer

Purple Line Bus Rapid Transit Project Section 106 MOA
December 21, 2018

INVITED SIGNATORY

INDIANAPOLIS PUBLIC TRANSPORTATION CORPORATION

By: 
Michael Terry, Chief Executive Officer

Date: 1-30-19

Purple Line Bus Rapid Transit Project Section 106 MOA
December 21, 2018

CONCURRING PARTY

POKAGON BAND OF POTAWATOMI INDIANS

By: Matthew Bussler

Date: 02/14/2019

Matthew Bussler, Tribal Historic Preservation Officer