



Board of County Commissioners Agenda Request

3B
Agenda Item #

Requested Meeting Date: 3-10-20

Title of Item: SAP 001-603-018 Permit ACOE 2017-04704-BGO

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input checked="" type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: John Welle	Department: Highway Department
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Presenter (Name and Title): John Welle, Aitkin County Engineer	Estimated Time Needed: 30 minutes
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Summary of Issue:
See attachment.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
See attachment.

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$ See attachment.
 Is this budgeted? Yes No *Please Explain:*

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

**MEMORANDUM OF AGREEMENT BETWEEN
THE U.S. ARMY CORPS OF ENGINEERS AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE RECONSTRUCTION OF COUNTY STATE AID HIGHWAY 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

WHEREAS, the St. Paul District, U.S. Army Corps of Engineers (Corps) is evaluating an application submitted by the Aitkin County Highway Department (Aitkin County) requesting a Department of the Army permit under Section 404 of the Clean Water Act (33 USC 1344) authorizing the discharge of dredged or fill material into waters of the United States (WoUS) in connection with the reconstruction of Aitkin County State Aid Highway (CSAH) 3 beginning ¼-mile west of the intersection with County Road 62 and ending at the intersection with Trunk Highway 65 in Aitkin County, MN (Project); and

WHEREAS, the issuance of a Department of the Army permit for the project is considered to be a federal undertaking (Undertaking) subject to Section 106 of the National Historic Preservation Act of 1966 as amended (54 USC 306108) and review under the Advisory Council on Historic Preservation's (Council) implementing regulations found at 36 CFR § 800; and

WHEREAS, the Corps, in consultation with the Minnesota State Historic Preservation Office (SHPO), has defined the permit area for direct effects for the Undertaking as the proposed impacts to WoUS and immediately associated uplands as shown on Attachment A, and has defined the area of potential effects (APE) for indirect effects for the Undertaking as a reasonably discernable area extending approximately 100-200 feet beyond those permit areas; and

WHEREAS, the Corps, in consultation with the SHPO, has found that three (3) archaeological sites (21AK0035, 21AK0080, and 21AK0135) are eligible for listing in the National Register of Historic Places (NRHP) and are located within the APE for the Undertaking; and

WHEREAS, the Corps, with concurrence from the SHPO, has determined that the Undertaking will have an adverse effect on site 21AK0035, and that the Undertaking will have no adverse effect on sites 21AK0080 and 21AK0135 through Project design avoidance; and

WHEREAS, the Corps, in consultation with the SHPO, has determined that there is no practicable alternative to the design of CSAH 3 reconstruction that would avoid the adverse effect to site 21AK0035; and

WHEREAS, Aitkin County, as applicant for the permit, is a consulting party with responsibilities under this Memorandum of Agreement (Agreement) and has therefore been invited by the Corps to sign this Agreement; and

WHEREAS, the Corps has invited twenty-two (22) Native American tribes to consult on the Undertaking including the Bad River Band of the Lake Superior Chippewa, the Crow Creek Sioux Tribe, the Flandreau Santee Sioux Tribe, the Fond du Lac Band of Lake Superior Chippewa, the Grand Portage Band of Lake Superior Chippewa, the Keweenaw Bay Indian Community, the Lac Courte Oreilles Band of Lake Superior Chippewa, the Lac du Flambeau Band of Lake Superior Chippewa, the Lac Vieux Desert Band of Lake Superior Chippewa Indians of Michigan, the Leech Lake Band of Minnesota Chippewa Tribe, the Lower Sioux

Indian Community, the Mille Lacs Band of Ojibwe, the Prairie Island Indian Community, the Red Cliff Band of Lake Superior Chippewa Indians of Wisconsin, the Santee Sioux Nation, the Shakopee Mdewakanton Sioux Community, the Sisseton-Wahpeton Oyate of the Lake Traverse Reservation, the Sokaogon Chippewa Community, the Spirit Lake Tribe, the St. Croix Band of Chippewa Indians, the Upper Sioux Community, and the White Earth Band of the Minnesota Chippewa Tribe; and

WHEREAS, the Flandreau Santee Sioux Tribe, the Fond du Lac Band, the Leech Lake Band, the Lower Sioux Indian Community, the Mille Lacs Band, the Shakopee Mdewakanton Sioux Community, the Sisseton-Wahpeton Oyate, the Spirit Lake Tribe, and the Upper Sioux Community responded to the Corps, and the Flandreau Santee Sioux Tribe, the Shakopee Mdewakanton Sioux Community, and the Spirit Lake Tribe deferred direct consultation to other tribes, the Fond du Lac Band, the Leech Lake Band, the Lower Sioux Indian Community, the Mille Lacs Band, and the Upper Sioux Community expressed concerns about inadvertent discovery during Project construction and requested an opportunity for site visits or construction monitoring at three (3) locations as shown on Attachment B, and the Corps has continued to consult with the Fond du Lac Band, the Leech Lake Band, the Lower Sioux Indian Community, the Mille Lacs Band, the Sisseton-Wahpeton Oyate, and the Upper Sioux Community (Consulting Tribes), and has invited these Consulting Tribes to sign this Agreement as concurring parties; and

WHEREAS, requirements for public involvement were completed pursuant to 36 CFR § 800.2(d), including a public meeting held by Aitkin County and the public notice issued by the Corps; and

WHEREAS, the Corps has notified the Council of this adverse effect in accordance with 36 CFR § 800.6(a)(1), and has provided the documentation specified in 36 CFR § 800.11(e) and the Council has chosen not to participate in the resolution of adverse effect; and

NOW, THEREFORE, the Corps and the SHPO agree that the following stipulations are appropriate mitigation and take into account the adverse effects caused by the Undertaking.

STIPULATIONS

The Corps shall ensure that the following stipulations are completed.

I. ARCHAEOLOGICAL DATA RECOVERY

As mitigation for the adverse effect to site 21AK0035, Aitkin County shall complete Phase III Data Recovery (Phase III) according to the provisions outlined below. All Phase III work shall meet the Secretary of the Interior's (SOI) *Standards for Archaeology and Historic Preservation* (48 FR 44716), the SOI's Guidelines for Archaeological Documentation, and in accordance with the guidelines of Minnesota Office of the State Archaeologist and the SHPO. The Phase III work shall be done by, or under the direct supervision of, an archaeologist meeting the SOI's *Professional Qualification Standards* (48 FR 44738-44739).

Completion of the Phase III may be phased, with completion of the research and data-recovery fieldwork first, prior to any construction-related activities that may affect archaeological site 21AK0035. The first Phase III stage will culminate in an interim field report. The final Phase III report on data recovery will be completed at a later time within the timeframes of this Agreement.

A. Fieldwork and Interim Reporting

1. Aitkin County shall complete data recovery at site 21AK0035 as proposed and approved in the *Data Recovery Plan for Phase III Archaeological Mitigation of a Portion of Site 21AK0035/Sather Site, CSAH 3 Reconstruction Project (SAP 001-603-018), Aitkin County, Minnesota* (August 31, 2018).
2. At the conclusion of the formal excavations for the data-recovery fieldwork, Aitkin County shall submit the Phase III Interim Field Report (Interim Report) as a digital copy and also submit two (2) complete printed copies to the Corps for review and coordination with the SHPO and the Consulting Tribes. Six (6) additional printed copies will be made available upon request.
3. The Corps shall submit the Interim Report to the SHPO and Consulting Tribes for review and comment. Within thirty (30) days of receiving the Interim Report SHPO shall provide comments to the Corps.
4. The Corps shall notify Aitkin County in writing within ten (10) business days of notification from the SHPO that the above interim reporting requirements for Phase III data recovery of site 21AK0035 have been satisfied or outline any additional fieldwork needed per the *Data Recovery Plan for Phase III Archaeological Mitigation of a Portion of Site 21AK0035/Sather Site, CSAH 3 Reconstruction Project (SAP 001-603-018), Aitkin County, Minnesota* (August 31, 2018).
5. Aitkin County shall not proceed with any construction-related activities affecting site 21AK0035 until the Corps has determined that there are no unresolved issues pertaining to the Phase III data-recovery fieldwork and interim reporting requirements and the Corps has issued a written notice to proceed.

B. Data Recovery Technical Report

1. Aitkin County shall complete a Phase III Technical Data Recovery Report (Phase III Report) of the archaeological investigations completed at site 21AK0035 as stated in the *Data Recovery Plan for Phase III Archaeological Mitigation of a Portion of Site 21AK0035/Sather Site, CSAH 3 Reconstruction Project (SAP 001-603-018), Aitkin County, Minnesota* (August 31, 2018). The Phase III Report shall be prepared consistent with the provisions stated above.
2. Aitkin County shall submit the Phase III Report to the Corps for review and coordination with the SHPO and Consulting Tribes.
3. The Corps shall submit the Phase III Report to the SHPO and Consulting Tribes for review and comment. The SHPO and Consulting Tribes shall provide the Corps with their comments on the Phase III Report within thirty (30) days of receiving the report and/or outline any additional revisions needed to finalize the report.
4. The Corps shall notify Aitkin County, within thirty (30) days, in writing that the Phase III Report has been completed to satisfaction or outline any additional revisions needed to finalize the report.
5. Aitkin County shall revise the Phase III Report based on the comments received and provide two (2) printed copies and a digital version of the final Phase III Report to the Corps. Six (6) additional printed copies will be made available upon request.

II. TRIBAL MONITORING

Aitkin County shall provide opportunity for tribal monitor(s) to be present on-site during excavations and other construction activities that may have the potential to inadvertently affect cultural resources or human remains at three (3) locations as shown on Attachment B (Monitoring Locations). Prior to commencing any work at the Monitoring Locations, Aitkin County must contact the Tribal Historic Preservation Officers (THPO) of the six (6) Consulting Tribes and provide written notification of planned construction activities to facilitate tribal

monitoring according to the procedures outlined below. The notification of monitoring opportunities shall be made by emailing the THPOs of the Consulting Tribes at least five (5) days in advance of the start of construction and providing daily updates thereafter on construction schedules at the Monitoring Locations. Notification must include estimated start and completion dates of planned construction activities, procedures to safely access the construction site, and contact information for the Aitkin County archaeological monitor, Aitkin County construction project manager/inspector, and the construction contractor, as appropriate.

A list of contacts for the THPOs of the six (6) Consulting Tribes is included in Attachment C.

A. Monitors

1. Aitkin County will provide opportunity for a tribal monitor(s) from the Consulting Tribes to observe construction activities, as well as a consultant archaeologist to assist in monitoring and to facilitate Aitkin County communications with the Corps, the Consulting Tribes, and the construction contractor.
2. The Aitkin County archaeological monitor will be a state-licensed archaeologist and will comply with all the conditions attached to the application for a Minnesota Annual Archaeological Survey License under the provisions of Minnesota Statutes §138.31-138.42.

B. Monitoring Activities

1. Archaeological monitoring will involve the close inspection of excavations and other construction activities at the three (3) locations shown on Attachment B.
2. The monitors will follow construction as closely as conditions allow, making all reasonable efforts for safety and non-interference with construction.
3. Aitkin County will inform the construction contractor's site supervisor, foreman, or similar on-site authority, on the monitor's presence and authority to halt and/or relocate construction work. The contractor's site supervisor, foreman, or similar on-site authority shall inform all construction personnel of the monitor's role and authority to stop work in the vicinity of a discovery.

C. Construction Activities to be Monitored

1. Construction activities warranting monitoring at the three (3) locations will be determined in consultation with the tribal monitor(s), Aitkin County archaeological monitor, Aitkin County construction project manager/inspector, and the construction contractor.
2. The Aitkin County project manager/inspector will inform the Aitkin County archaeological and tribal monitors of planned construction activities daily. Weekly check-in meetings will be attended via phone or in-person by monitors to set the next week's schedule and monitoring needs. All effort should be made to communicate construction schedules as early as possible to facilitate adequate time for monitors to be present at the construction site.

D. Discovery of Archaeological Resources during Monitoring

1. If monitors observe the exposure of potential cultural materials or features, the contractor will make accommodation for the monitors to access the location of the discovery for close visual inspection if it is possible to do so safely.
2. If monitors determine that the discovery is a recent (less than 50 years old) deposit or is from a disturbed context that lacks integrity, construction may resume.
3. If monitors determine that the discovery is from an intact context and is potentially significant, the

following procedures will be followed as per Stipulation III, below:

- a. Aitkin County's contractor will halt all project activities within a 100-foot radius of the discovery and will implement interim measures to protect the discovery from looting and vandalism.
 - b. Aitkin County's archaeological monitor will immediately notify the Corps of the discovery (see Attachment C).
 - c. Immediately on receipt of the notification, Aitkin County and the Corps will inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted, clearly mark the area of discovery, implement any appropriate additional measures to protect the discovery from looting and vandalism, and notify the SHPO of the discovery.
 - d. If the Corps determines that the discovery is a historic property (as per 36 CFR 800), the Corps will consult with the SHPO and the Consulting Tribes to design a plan for avoiding, minimizing or mitigating any further adverse effects before construction activities can resume in the vicinity of the discovery.
 - e. Work outside the discovery location may continue while documentation and assessment of the cultural resource proceeds. The Corps will determine the appropriate level of documentation and treatment of the resource. Construction may continue at the discovery location only after the process outlined in this Stipulation is followed and the Corps determines that compliance with federal regulations is complete.
4. Artifacts recovered from potentially significant discoveries or from discoveries determined by the Corps to be historic properties will be curated as directed in the Conditions of Application for a Minnesota Archaeological Survey License and in consultation with the Consulting Tribes.

E. Discovery of Suspected Human Remains during Construction

1. If monitors observe suspected human remains, the following procedures will be followed as per Stipulation III, below:
 - a. Aitkin County will immediately notify the Aitkin County Sheriff, the Office of the State Archaeologist (OSA), the Corps, and the Consulting Tribes THPO.
 - b. Aitkin County's construction contractor will immediately halt all project activities within a 100-foot radius of the discovery and take appropriate measures to protect the discovery in place from looting and vandalism.
 - c. Suspected human remains will not be further disturbed or removed until disposition has been determined by the OSA. At all times, the human remains must be treated with the utmost dignity and respect.

III. INADVERTENT DISCOVERIES

- A. If previously unidentified historic properties or unanticipated effects to historic properties (including exceptionally significant finds) are discovered during Project construction activities within the Corps permit area for this Undertaking (Attachment A), Aitkin County shall immediately halt all Project activities within a one hundred (100) foot radius of the discovery, notify the Corps of the discovery, and implement interim measures to protect the discovery from looting and vandalism.
 1. If the discovery is located outside the Corps permit area for this Undertaking (Attachment A) or it is determined upon notification to the Corps that it is outside Corps authority, Aitkin County shall halt all Project construction activities per Stipulation III.A above and immediately notify the SHPO, OSA, and the Minnesota Indian Affairs Council of the discovery.

- B. Immediately upon receipt of the notification required in Stipulation III.A, above, Aitkin County and the Corps shall inspect the construction site to determine the extent of the discovery and ensure that construction activities have halted, clearly mark the area of the discovery, and implement additional measures, as appropriate, to protect the discovery from looting and vandalism, and notify the SHPO and the Consulting Tribes THPO.
- C. The Corps, in consultation with the SHPO and the Consulting Tribes, will design a plan for avoiding, minimizing, or mitigating any further adverse effects prior to resuming Project activities in the area of the discovery, if the discovery is determined to be a historic property.
- D. Treatment of Human Remains: If an inadvertent discovery contains human remains, Aitkin County shall immediately notify the Aitkin County Sheriff, the Office of the State Archaeologist (OSA), and the Corps to comply with provisions of Stipulation III.A, above, and Minnesota Statute 307.08. Suspected human remains shall not be further disturbed or removed until disposition has been determined by the OSA consistent with the Procedures for Implementing Minnesota's Private Cemeteries Act (Anfinson 2008). At all times the human remains must be treated with the utmost dignity and respect, and in a manner consistent with the Council's Policy Statement on the Treatment of Human Remains, Burial Sites and Funerary Objects (February 23, 2007). Aitkin County shall ensure that the requirements established in Stipulation III are incorporated into all appropriate construction contracts.

IV. DISPUTE RESOLUTION

- A. Should any party to this Agreement object to or be unable to complete the execution of any provisions of this Agreement, the Corps shall take the objection into account and consult as needed with the objecting party to resolve the objection.
- B. If the Corps determines that the objection cannot be resolved, the Corps shall request the further comments of the Council pursuant to 36 CFR § 800.7.
- C. Any Council comment provided in response to such a request will be taken into account by the Corps in accordance with 36 CFR § 800.7(c)(4) with reference only to the subject of the dispute; the responsibility of the parties to this Agreement to carry out all actions under this Agreement that are not the subjects of the dispute will remain unchanged.

V. REVIEW OF PUBLIC OBJECTIONS

At any time during the implementation of the measures stipulated in this Agreement, should an objection to any such measure or its manner of implementation be raised by a member of the public, the Corps shall take the objection into account and consult as needed with the objecting party and the SHPO, or the Council, to resolve the objection.

VI. AMENDMENTS

Any party to this Agreement may propose that the Agreement be amended, whereupon the parties to this Agreement shall consider such an amendment.

VII. CORPS FUNDING

Any obligations on the part of the Corps shall be subject to the availability, allocation, and allotment of funds for such purposes.

VIII. TERMINATION

Any signatory to this Agreement may terminate this Agreement by providing sixty (60) days written notice to the other parties, provided the parties consult during the period prior to termination to agree on amendments or other actions that would avoid termination. If the Agreement is terminated and the Corps elects to continue with the Undertaking, the Corps shall reinitiate review of the Undertaking in accordance with 36 CFR § 800.

IX. DURATION

If the terms of this Agreement have not been implemented within five (5) years from the date of execution, this Agreement will be null and void. In such an event, the Corps shall notify the parties of this Agreement of its expiration, and if appropriate, shall reinitiate review of the Undertaking in accordance with 36 CFR § 800.

X. IMPLEMENTATION

- A. This Agreement may be implemented in counterparts, with a separate page for each signatory or party. This Agreement shall become effective on the date of the final signature by the signatories and invited signatories. The Corps shall ensure each party is provided with a complete copy of the final Agreement, updates to appendices, and any amendments filed with the Council.
- B. Execution of this Agreement by the Corps and the SHPO and implementation of its terms is evidence that the Corps has taken into account the effects of its Undertaking on historic properties and has afforded the Council opportunity to comment pursuant to Section 106 of the National Historic Preservation Act.

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

**MEMORANDUM OF AGREEMENT AMONG
THE U.S. ARMY CORPS OF ENGINEERS AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

SIGNATORY

U.S. ARMY CORPS OF ENGINEERS, ST. PAUL DISTRICT

By: _____ Date _____
Chad Konickson, Chief, Regulatory Branch

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

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REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

SIGNATORY

MINNESOTA STATE HISTORIC PRESERVATION OFFICE

By: _____ Date _____
Amy Spong, Deputy State Historic Preservation Officer

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

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REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

INVITED SIGNATORY

AITKIN COUNTY HIGHWAY DEPARTMENT

By: _____ Date _____
John Welle, County Engineer

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

**MEMORANDUM OF AGREEMENT AMONG
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THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

CONCURRING

FOND DU LAC BAND OF THE MINNESOTA CHIPPEWA TRIBE

By: _____ Date _____
Kevin Dupuis, Chairman

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

**MEMORANDUM OF AGREEMENT AMONG
THE U.S. ARMY CORPS OF ENGINEERS AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

CONCURRING

LEECH LAKE BAND OF THE MINNESOTA CHIPPEWA TRIBE

By: _____ Date _____
Faron Jackson, Chairman

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

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REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

CONCURRING

LOWER SIOUX INDIAN COMMUNITY

By: _____ Date _____
Robert Larsen, President

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

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REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

CONCURRING

MILLE LACS BAND OF OJIBWE

By: _____ Date _____
Melanie Benjamin, Chief Executive

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

**MEMORANDUM OF AGREEMENT AMONG
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THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

CONCURRING

SISSETON-WAHPETON OYATE OF THE LAKE TRAVERSE RESERVATION

By: _____ Date _____
Dave Flute, Chairman

Memorandum of Agreement
Aitkin CSAH 3 Reconstruction
SHPO 2018-1804
Corps 2017-04074-BGO

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REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

CONCURRING

UPPER SIOUX COMMUNITY

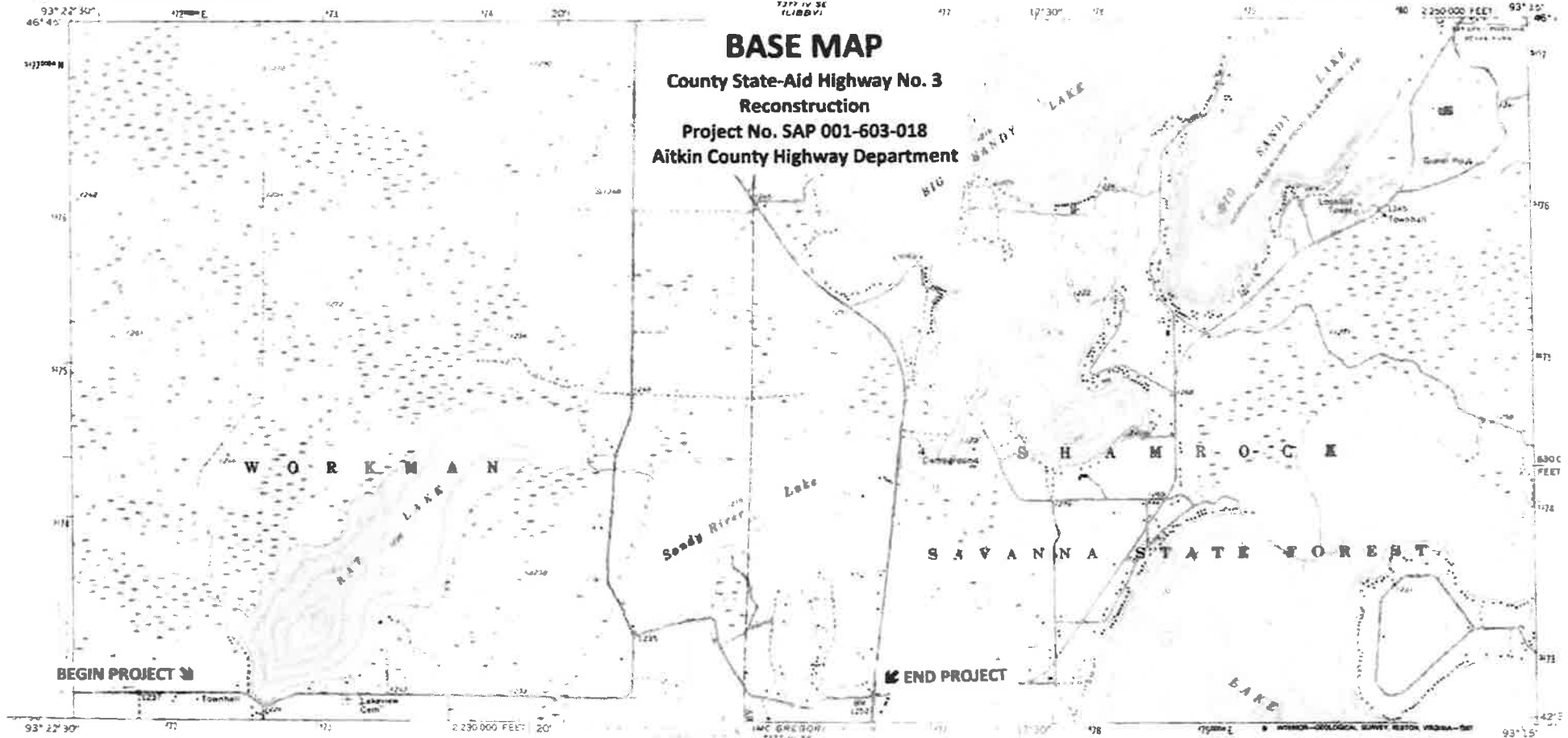
By: _____ Date _____
Kevin Jensvold, Chairman

UNITED STATES
DEPARTMENT OF THE INTERIOR
GEOLOGICAL SURVEY

STATE OF MINNESOTA
DEPARTMENT OF ADMINISTRATION
7277 1/2 SE
(LIBBY)

MINNEWAWA QUADRANGLE
MINNESOTA-AITKIN CO.
7.5 MINUTE SERIES (TOPOGRAPHIC)

BASE MAP
County State-Aid Highway No. 3
Reconstruction
Project No. SAP 001-603-018
Aitkin County Highway Department



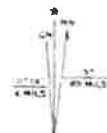
Mapped, edited, and published by the Geological Survey
Control by USGS and USC&GS

Topography by photogrammetric methods from aerial
photographs taken 1966 and planimetric surveys 1970

Hydrography compiled from information furnished
by Minnesota Department of Conservation

Polyconic projection 1927 North American datum
10,000-foot grid based on Minnesota coordinate system, central zone
1000-meter Universal Transverse Mercator grid ticks,
zone 15, shown in blue

Fine red dashed lines indicate selected fence and field lines where
generally visible on aerial photographs. This information is unchecked
to place on the predicted North American Datum 1983,
move the projection lines 8 meters north and
17 meters east as shown by dashed corner ticks



UTM GRID AND 1970 MAGNETIC NORTH
DECLINATION AT CENTER OF SHEET

SCALE 1:24 000



CONTOUR INTERVAL 10 FEET
DOTTED LINES REPRESENT 5-FOOT CONTOURS
NATIONAL GEODETIC VERTICAL DATUM OF 1929

ROAD CLASSIFICATION
Secondary highway, all weather, hard surface
Light-duty road, all weather, improved surface
Unimproved road, fair or dry weather
State Route

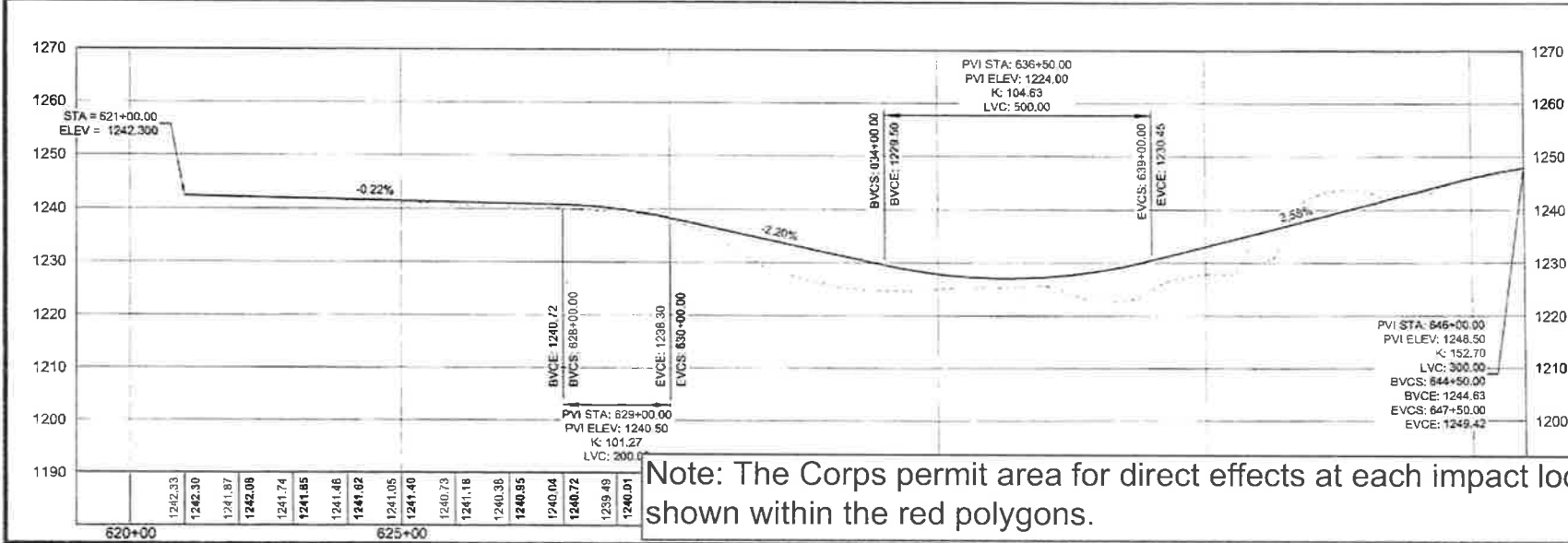
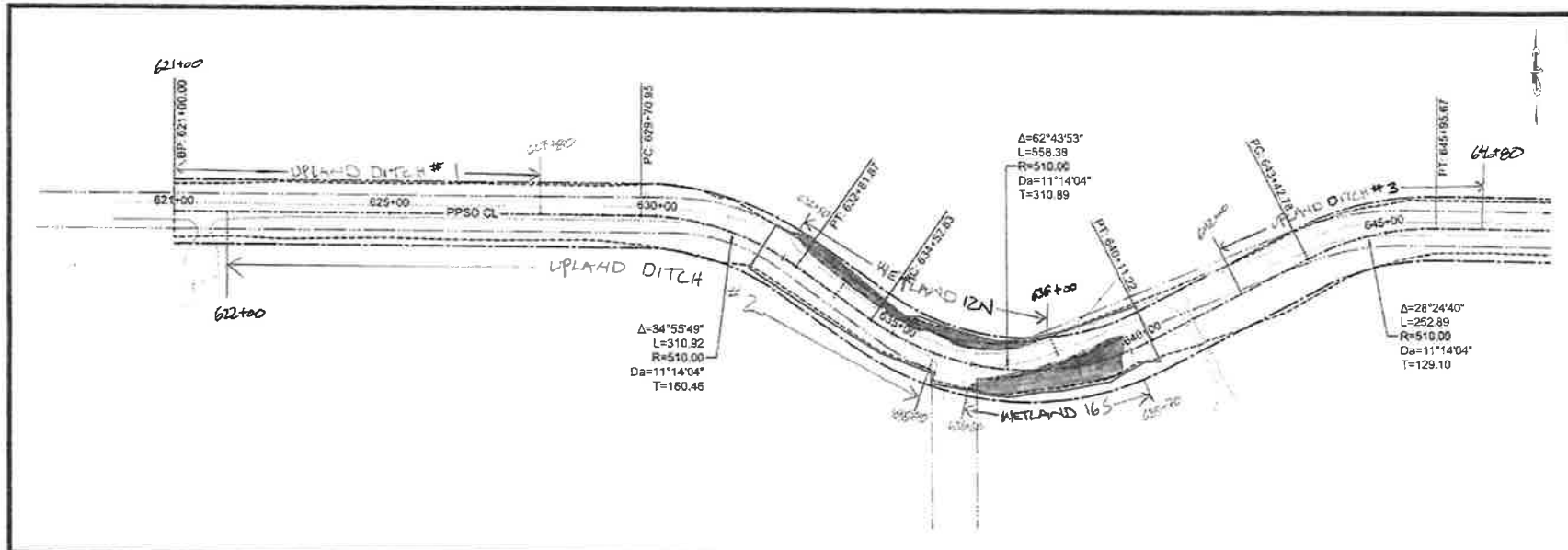


THIS MAP COMPLIES WITH NATIONAL MAP ACCURACY STANDARDS
FOR SALE BY U. S. GEOLOGICAL SURVEY, DENVER, COLORADO 80225, OR RESTON, VIRGINIA 22082
A FOLDER DESCRIBING TOPOGRAPHIC MAPS AND SYMBOLS IS AVAILABLE ON REQUEST

MINNEWAWA, MINN.
46093-F3-TF-024

1970

Data 7277 1/2 SE - 65000 1970

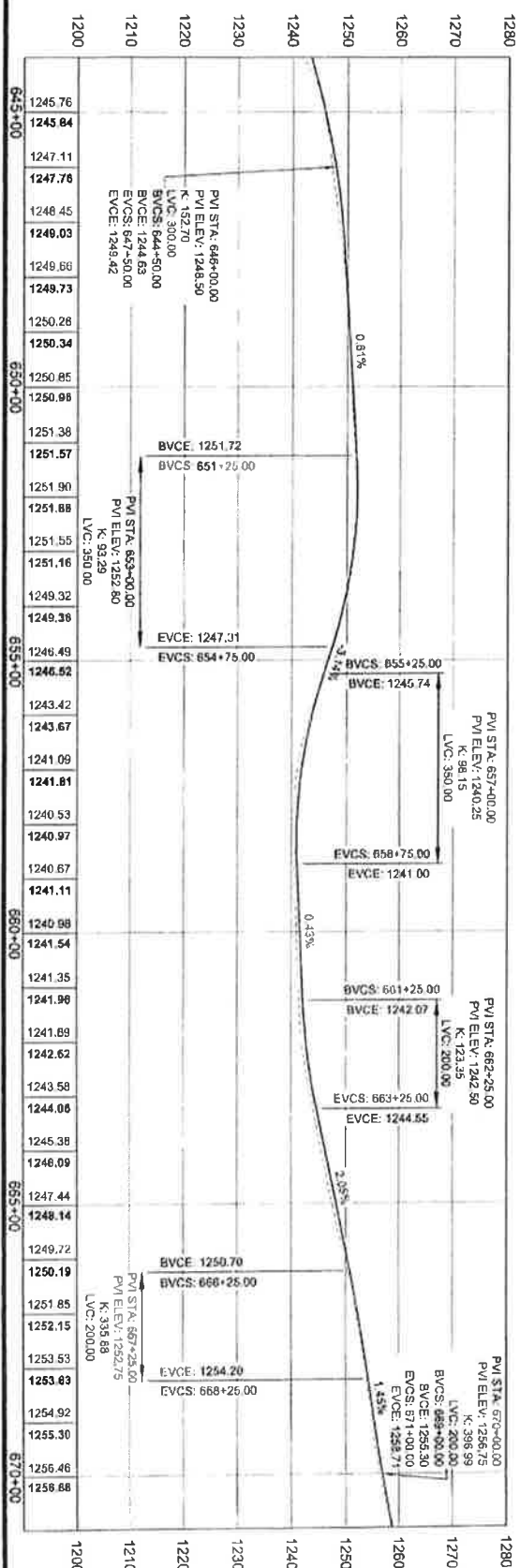
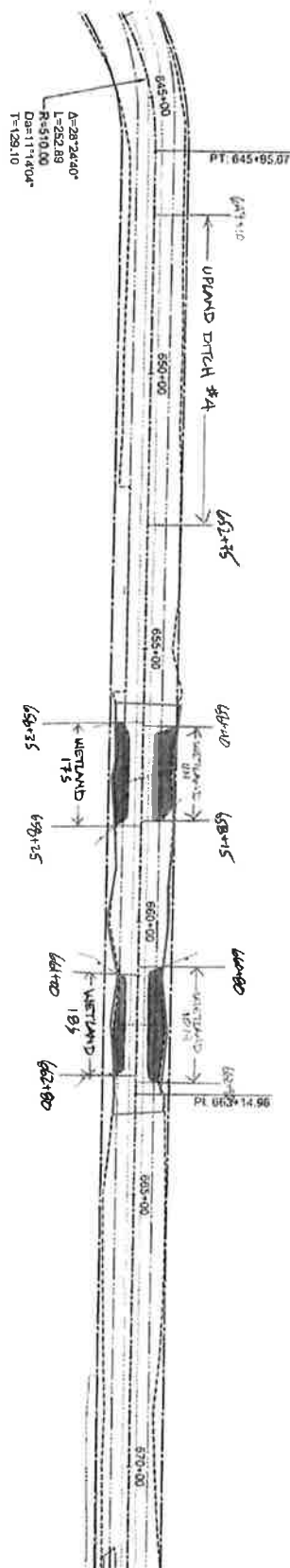


Note: The Corps permit area for direct effects at each impact location is shown within the red polygons.

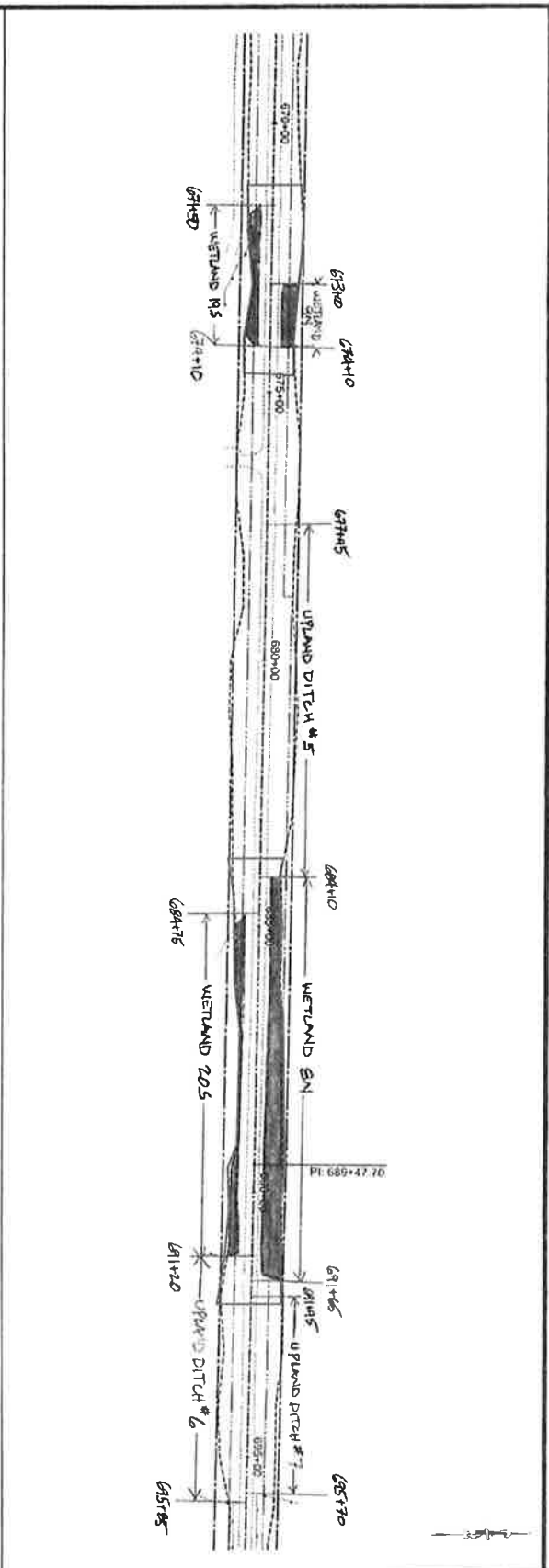
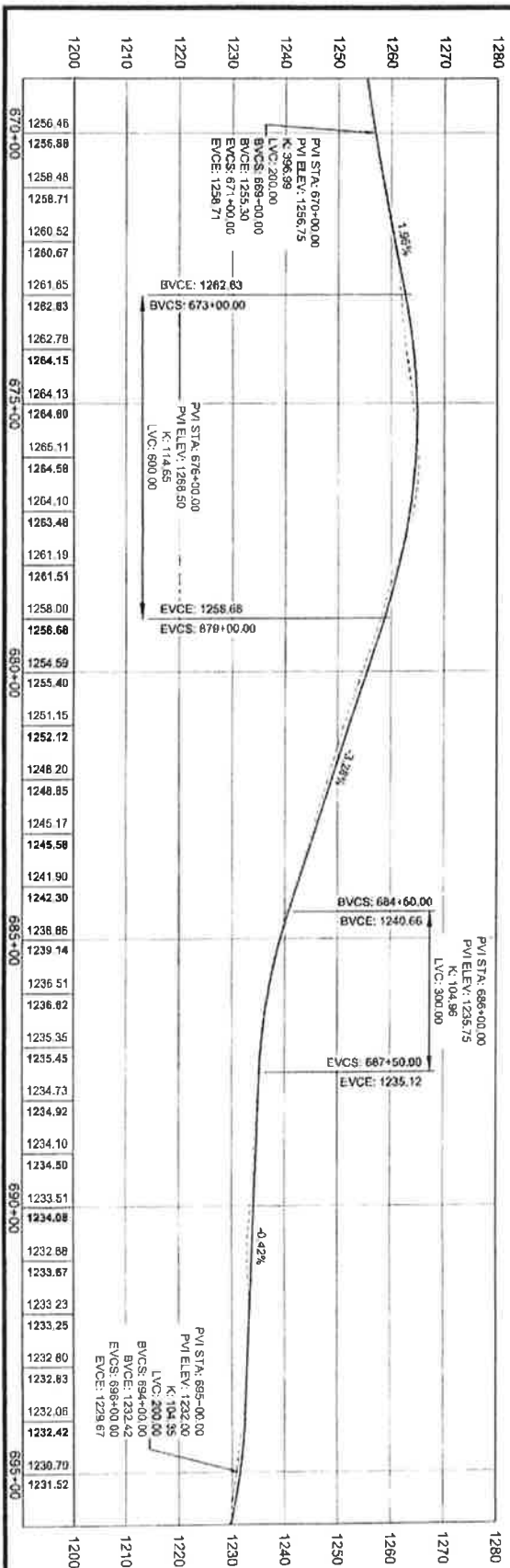
I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A FULLY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: _____
 ENGINEER: _____
 PROJECT NAME: 2017R1011.F (LIC NO 24350)

PLAN & PROFILE SHEET

AITKIN COUNTY HIGHWAY DEPT.
 CSAH NO. 3
 SAP 001-603-018



SHEET NO. OF 30	SHEET NO. 00	AITKIN COUNTY HIGHWAY DEPT. CSAH NO. 3 SAP 001-603-018	PLAN & PROFILE SHEET	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA. DATE: _____ ENGINEER PRINTED NAME: PAUL WITTE (LIC NO 24249)
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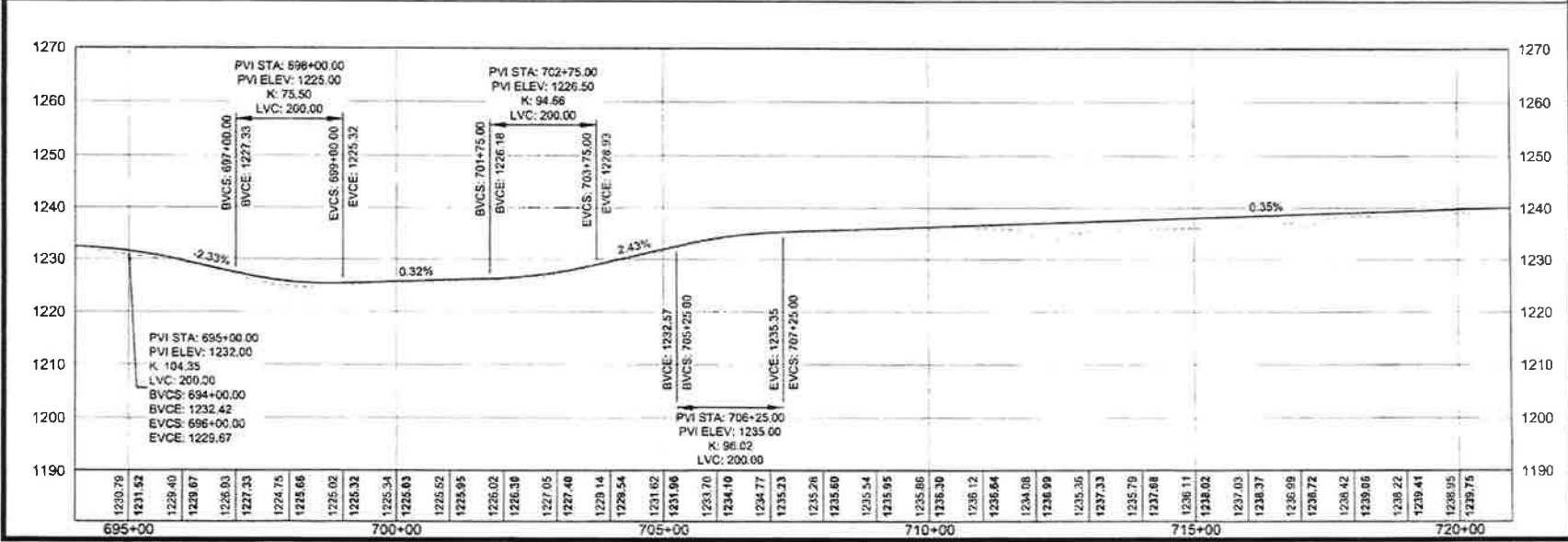
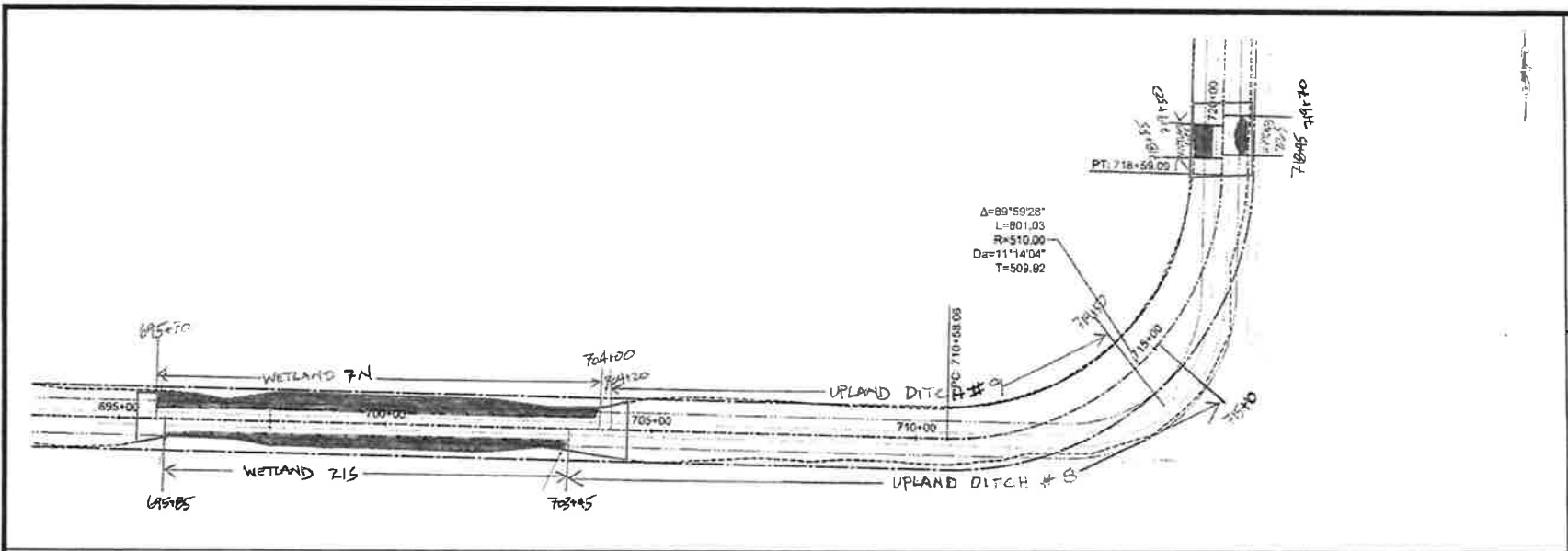


ATKIN COUNTY HIGHWAY DEPT.
 CSAH NO. 3
 SAP 001-603-018

PLAN & PROFILE SHEET

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: _____
 ENGINEER: _____
 PRINTED NAME: JOHN WELLS (LIC NO 24040)

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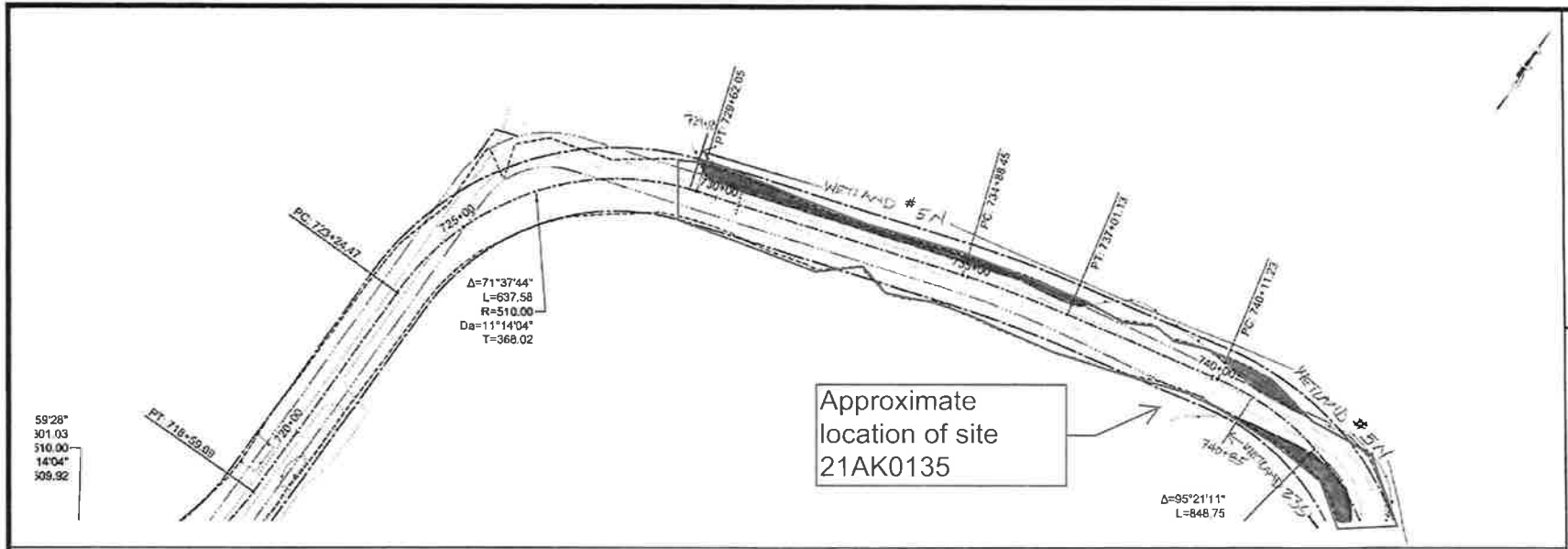


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 ENGINEER: _____
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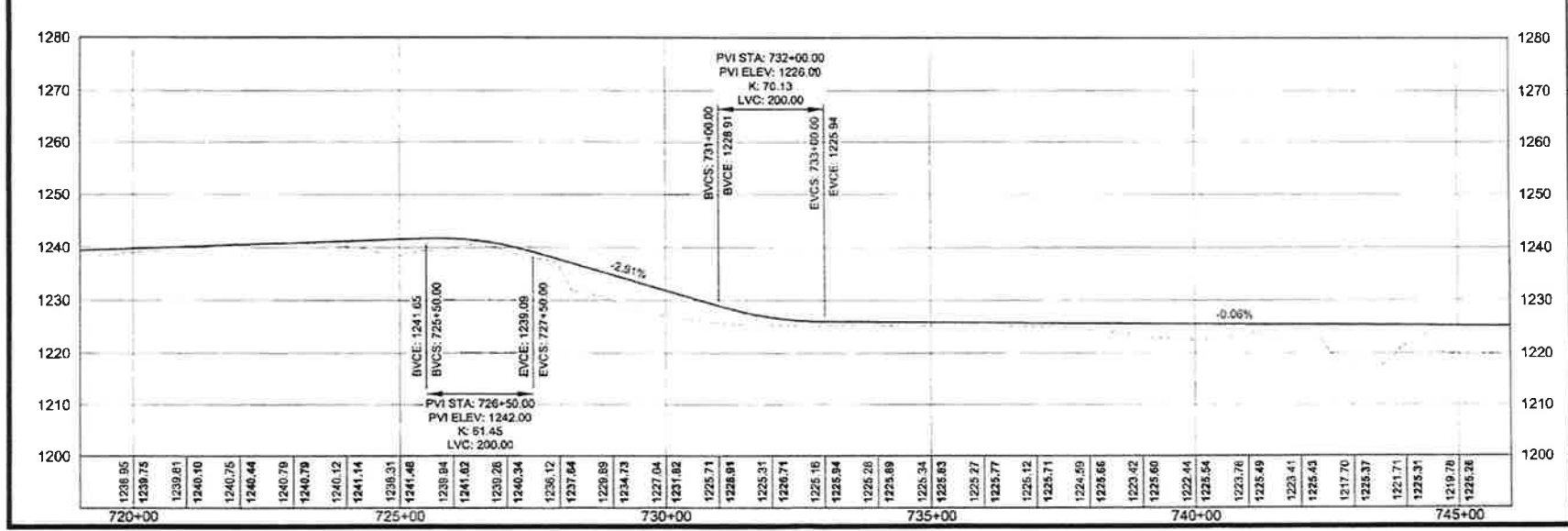
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AITKIN COUNTY HIGHWAY DEPT.
 CSAH NO. 3
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 SHEET 00 OF 02



Approximate location of site 21AK0135



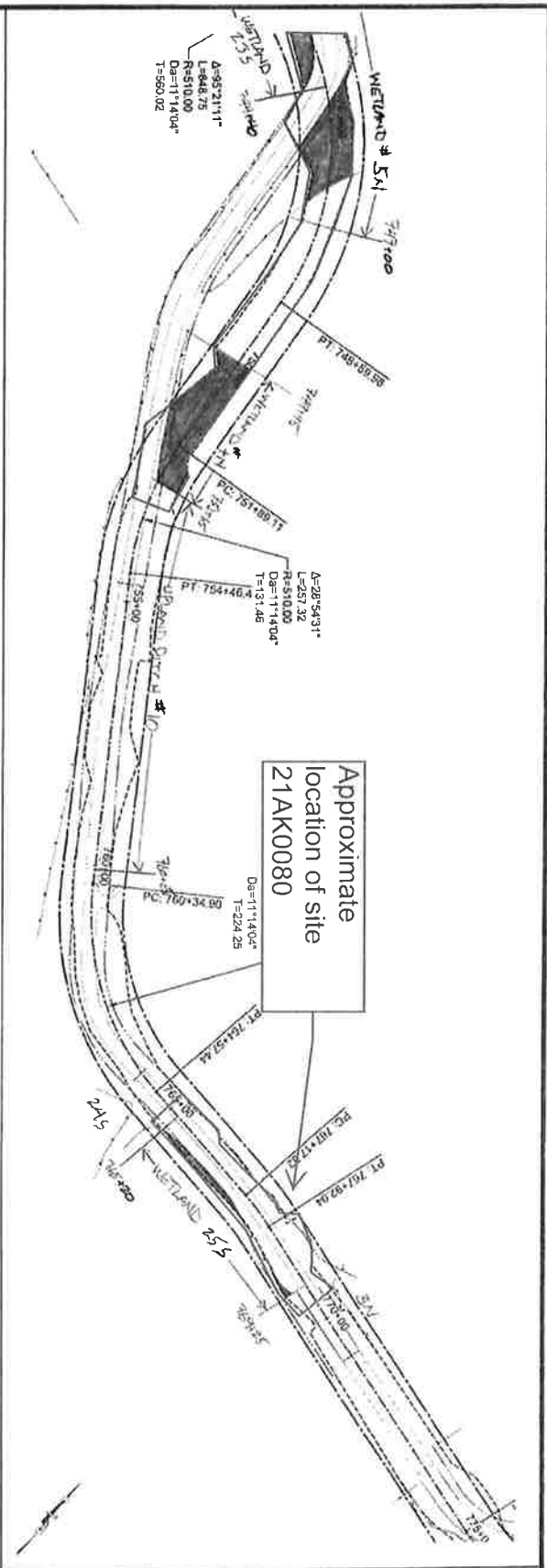
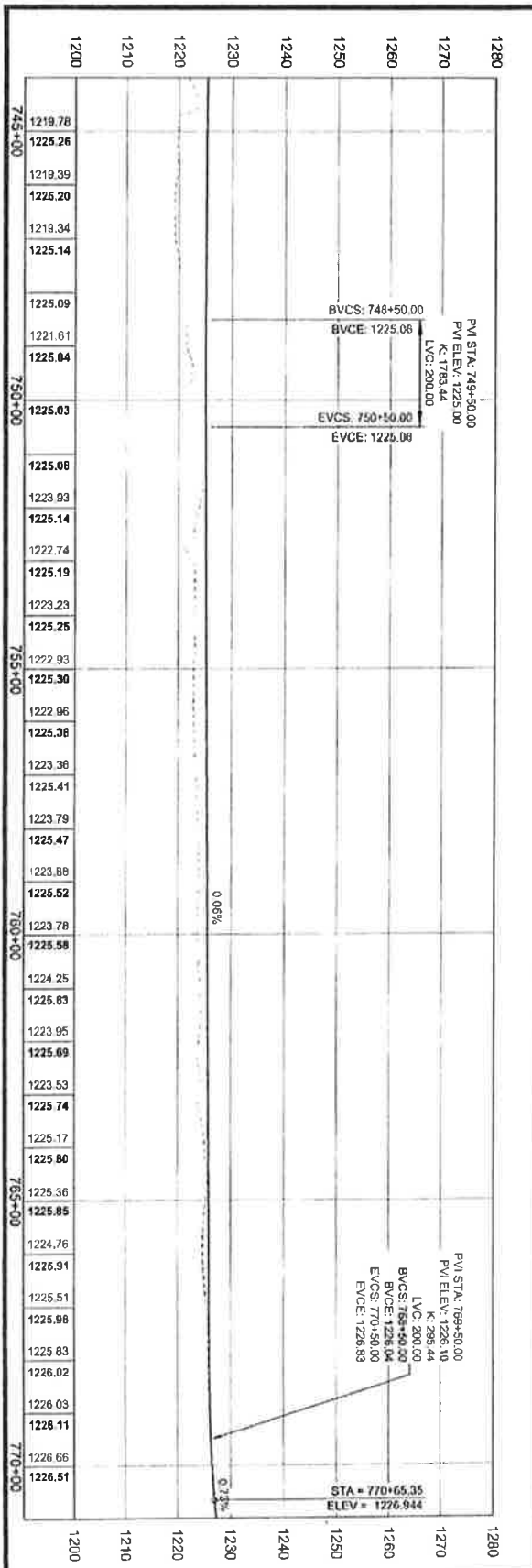
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DATE: _____
ENGINEER
PRINTED NAME: JOHN WELLE (LIC NO. 24340)

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AITKIN COUNTY HIGHWAY DEPT.
CSAH NO. 3
SAP 001-603-018

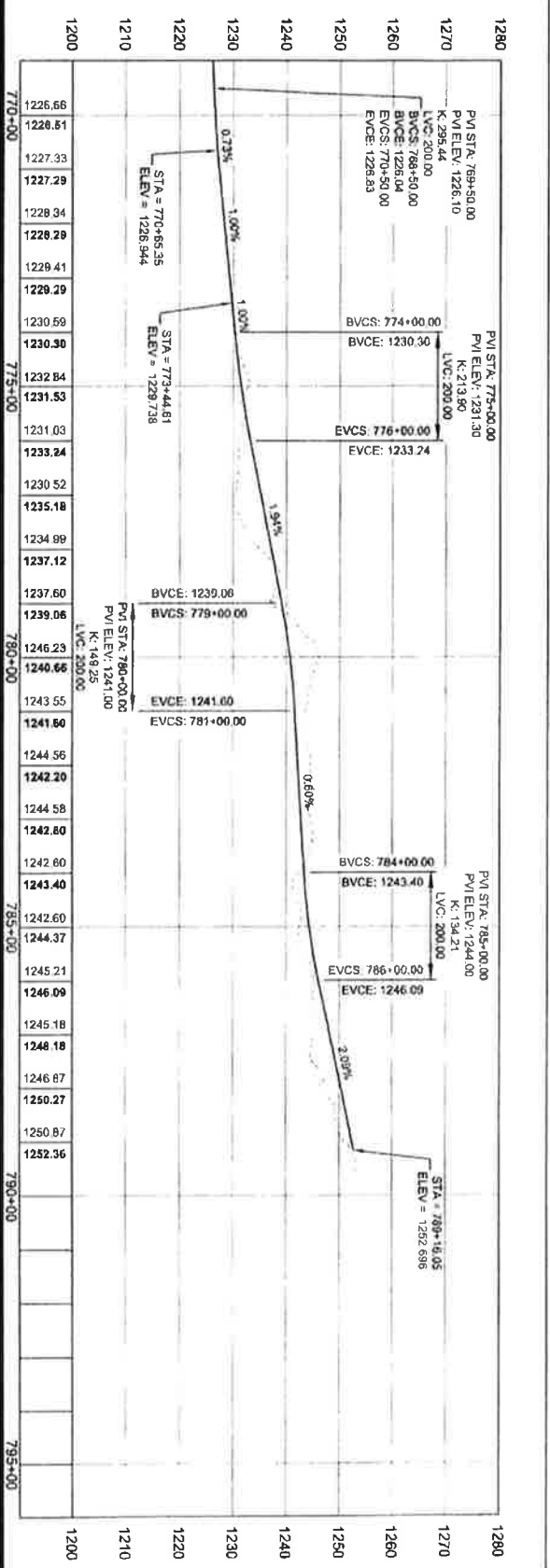
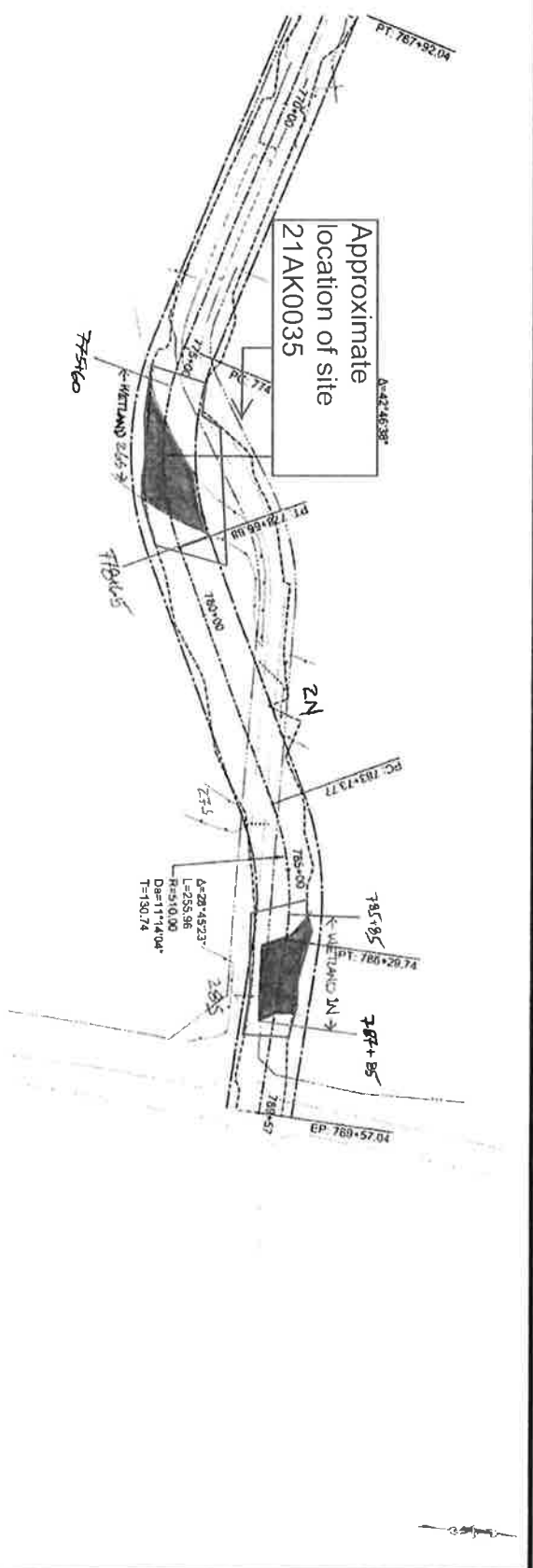
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Approximate location of site 21AK0080

SHEET NO. 00	AITKIN COUNTY HIGHWAY DEPT. CSAH NO. 3 SAP 001-603-018	PLAN & PROFILE SHEET	I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA DATE: _____ ENGINEER PRINTED NAME: JOY IN WELLE (LIC NO 24340)
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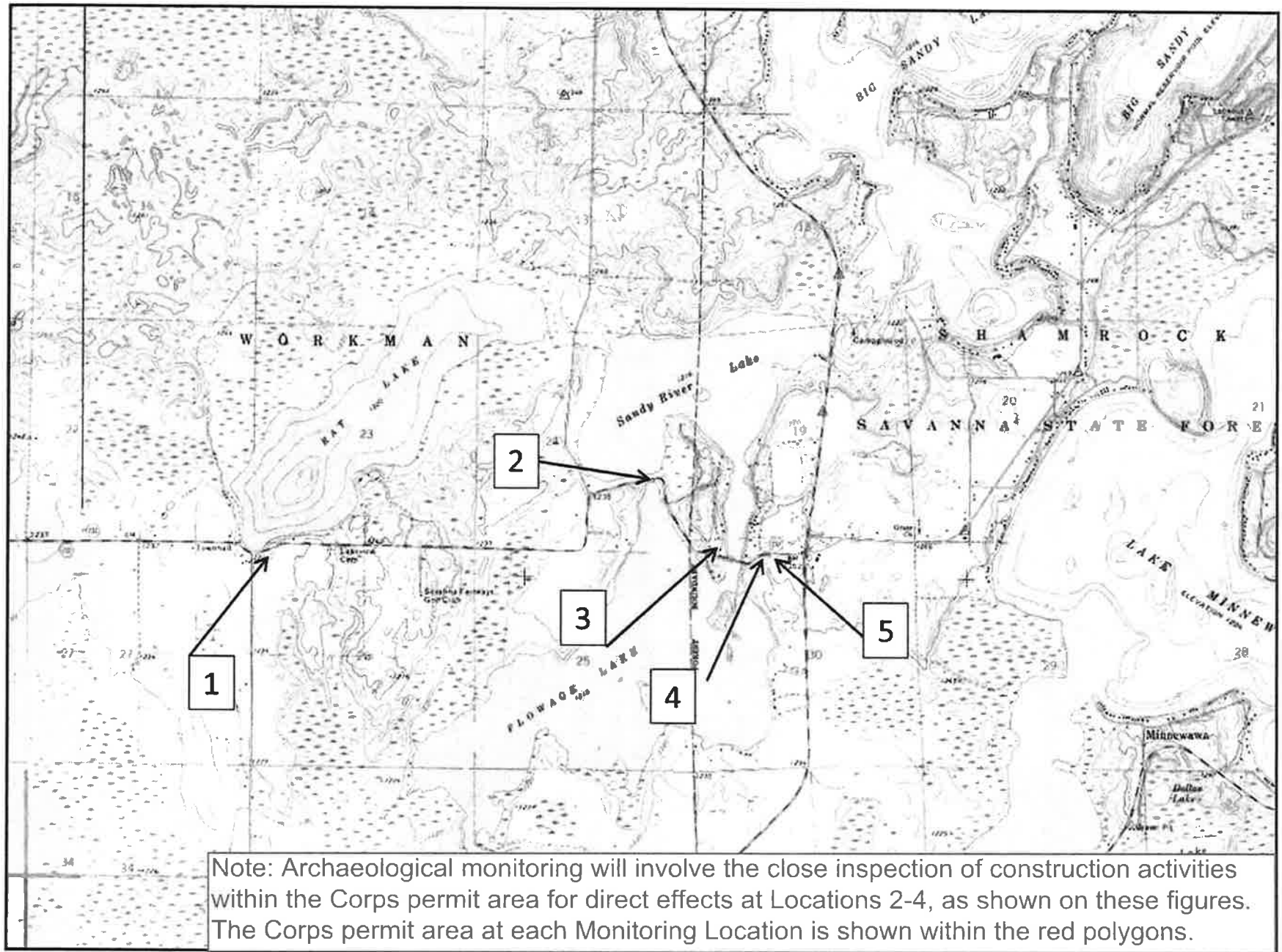


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 ENGINEER
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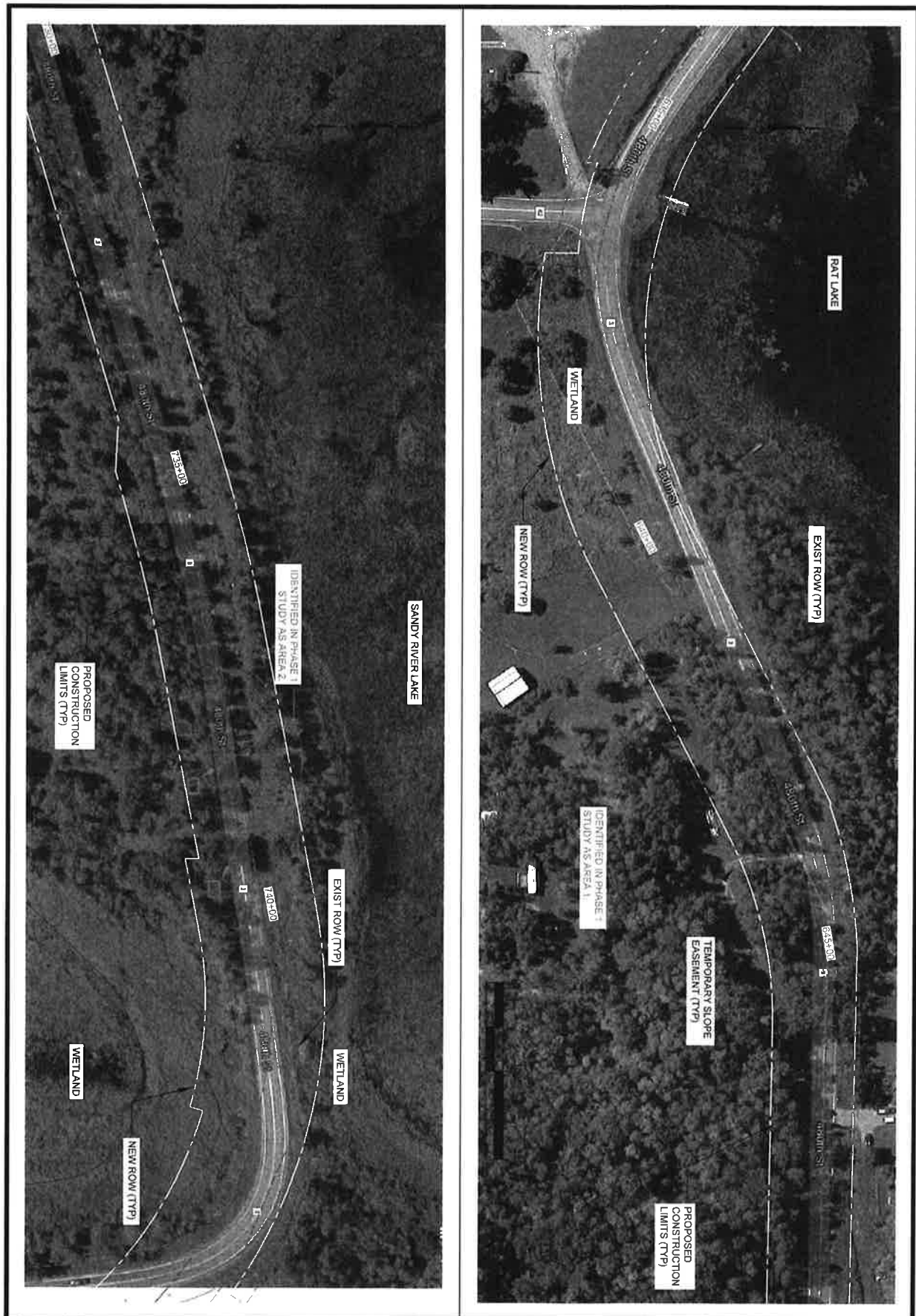
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AITKIN COUNTY HIGHWAY DEPT.
 CSAH NO. 3
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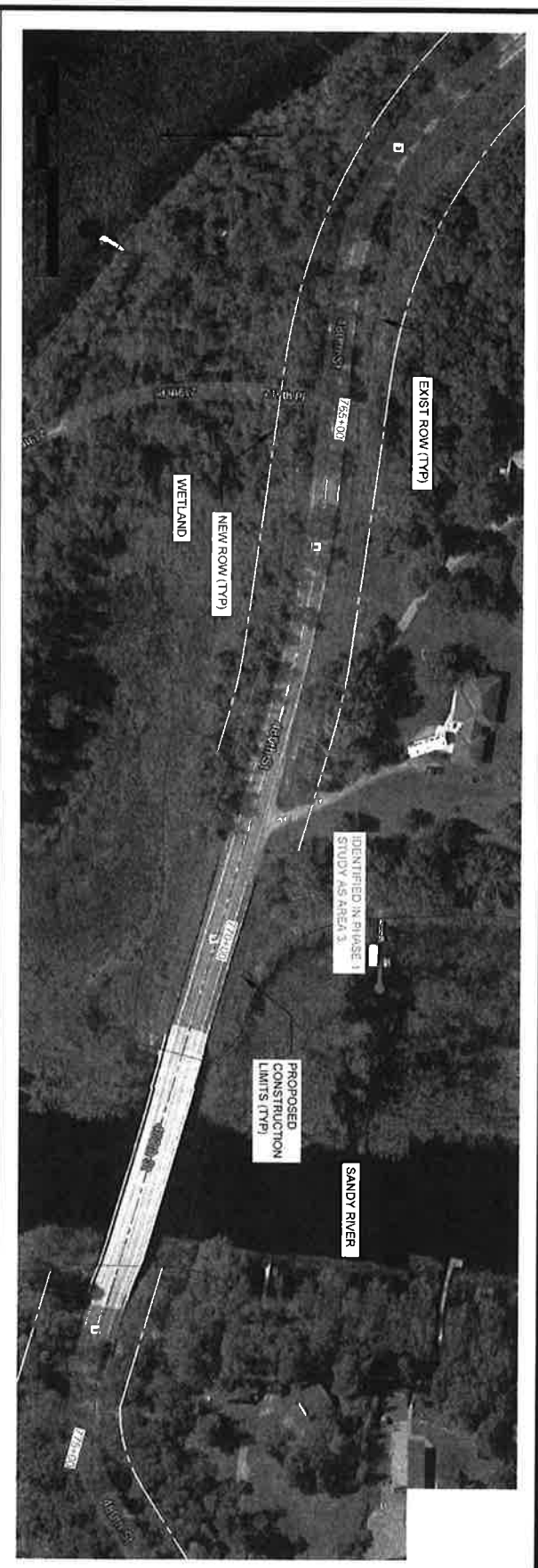
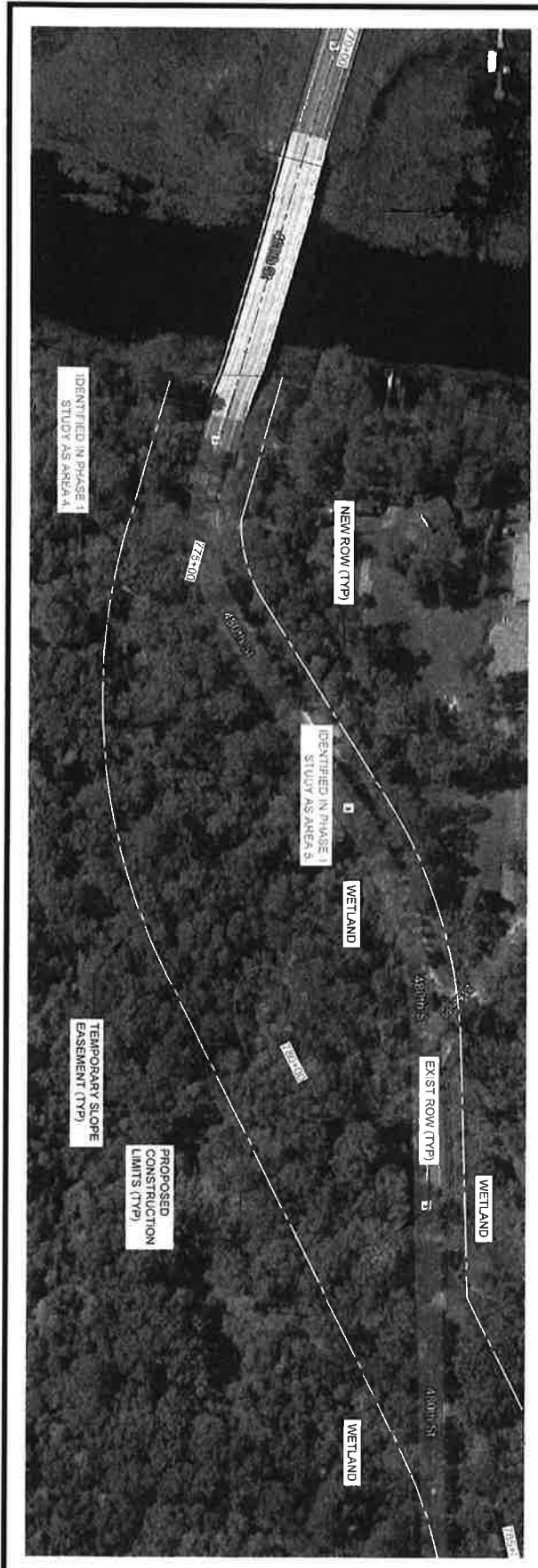


Note: Archaeological monitoring will involve the close inspection of construction activities within the Corps permit area for direct effects at Locations 2-4, as shown on these figures. The Corps permit area at each Monitoring Location is shown within the red polygons.



MAP 2017-04074-B00 Aitkin CSAH 3 Reconstruction MOA - Attachment B Page 2 of 6

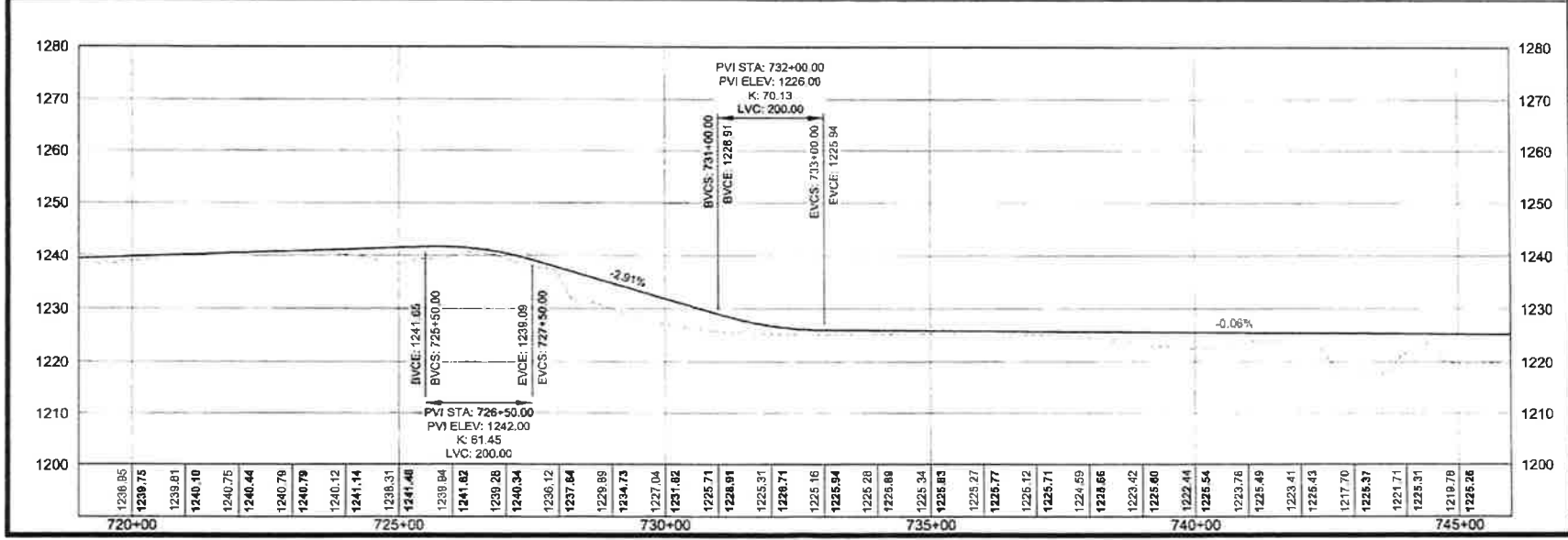
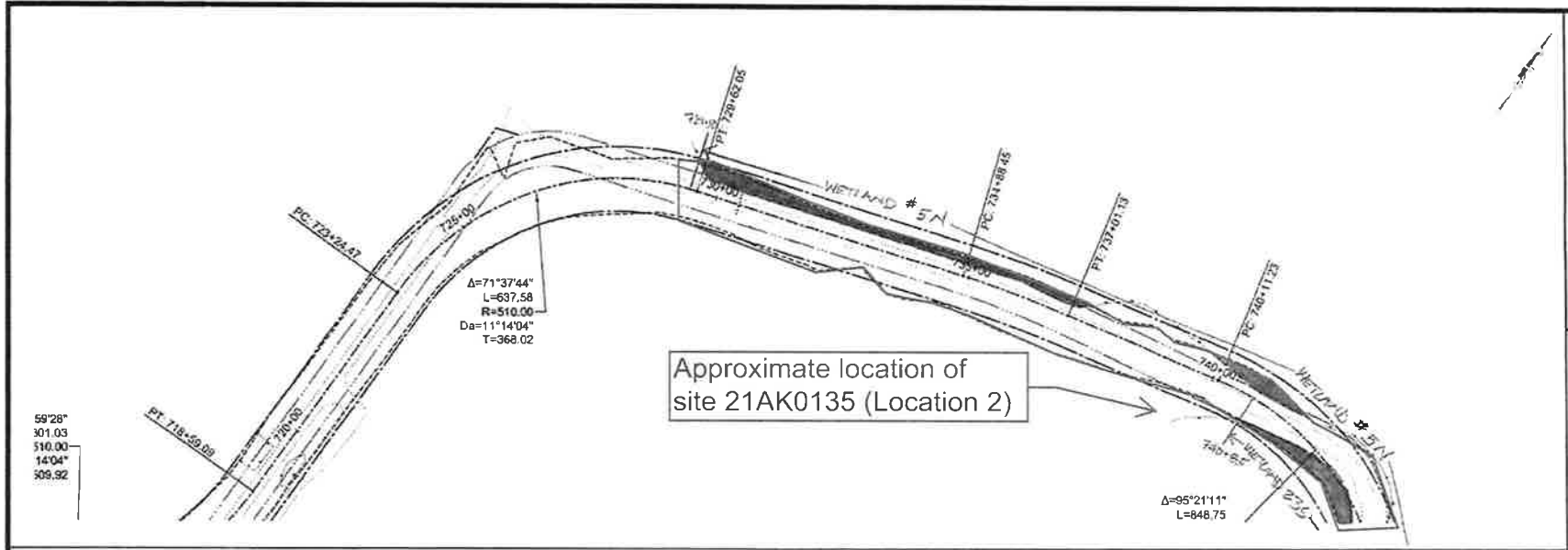
<p>SHEET NO. 00</p>	<p>AITKIN COUNTY HIGHWAY DEPT. CSAH NO. 3 SAP 001-603-018</p>	<p>AREAS 1 & 2</p>	<p></p>
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M:\P-2017\40714-EGD Aitkin CSAH 3 Reconstruction\MDA - Attachment B Page 3 of 6

SHEET NO 00
 AITKIN COUNTY HIGHWAY DEPT.
 CSAH NO. 3
 SAP 001-603-018

AREAS 3, 4 & 5

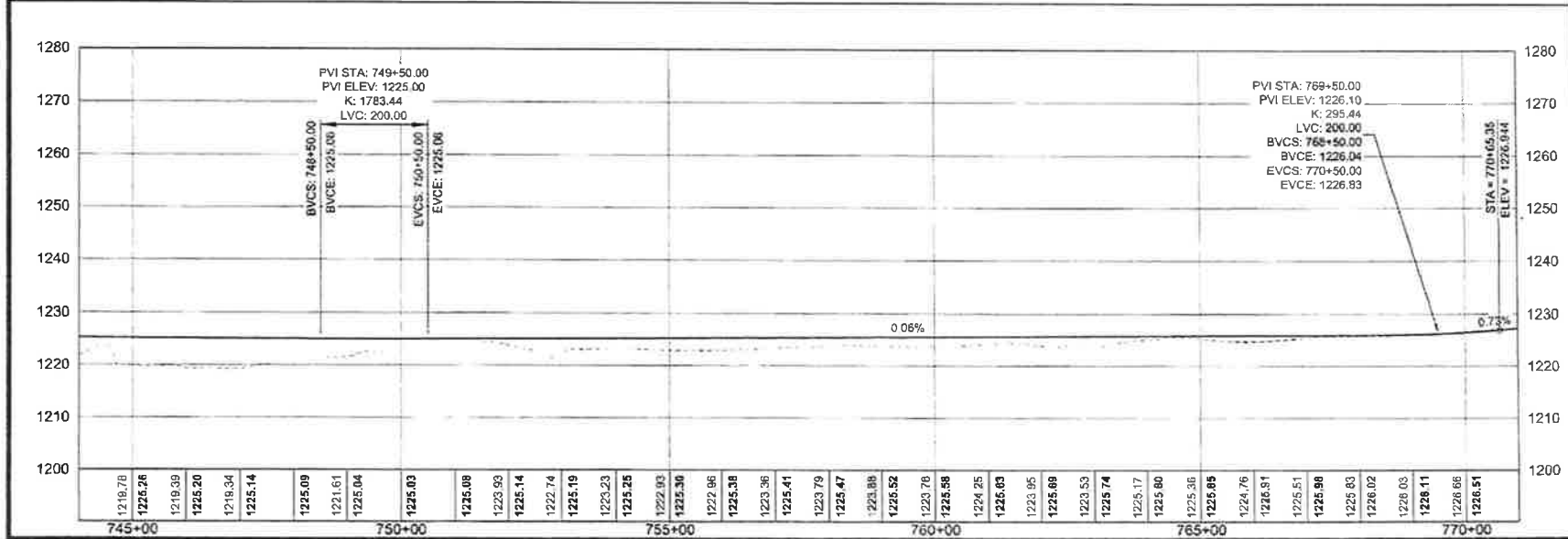
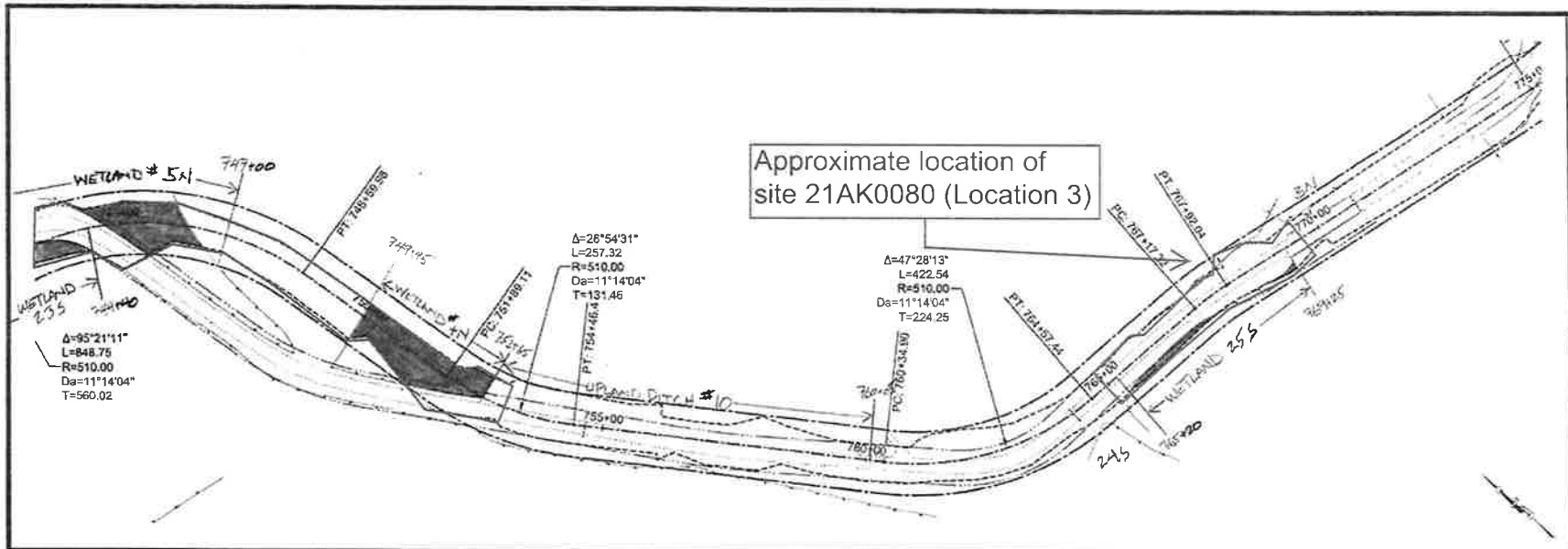


I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: _____
 ENGINEER
 PRINTED NAME: JOHN WELLE (LIC NO 24340)

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AITKIN COUNTY HIGHWAY DEPT.
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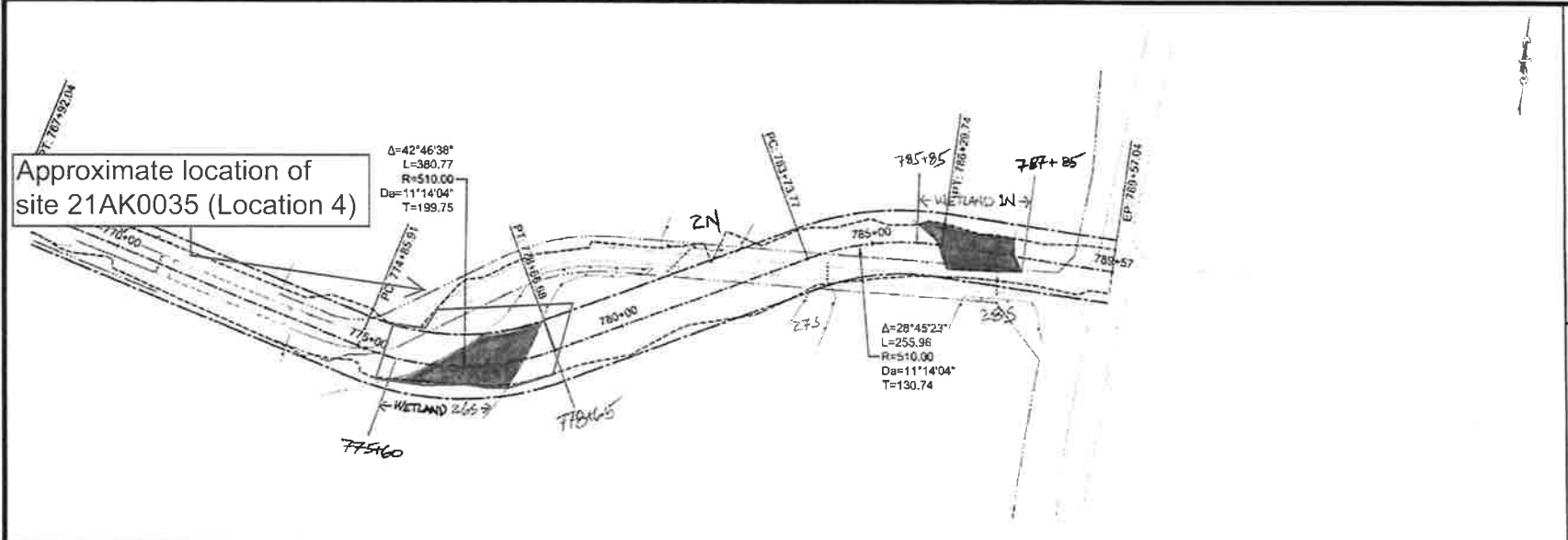


I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
 DATE: _____
 ENGINEER
 PRINTED NAME: JOYIN WELLE (LIC NO 24350)

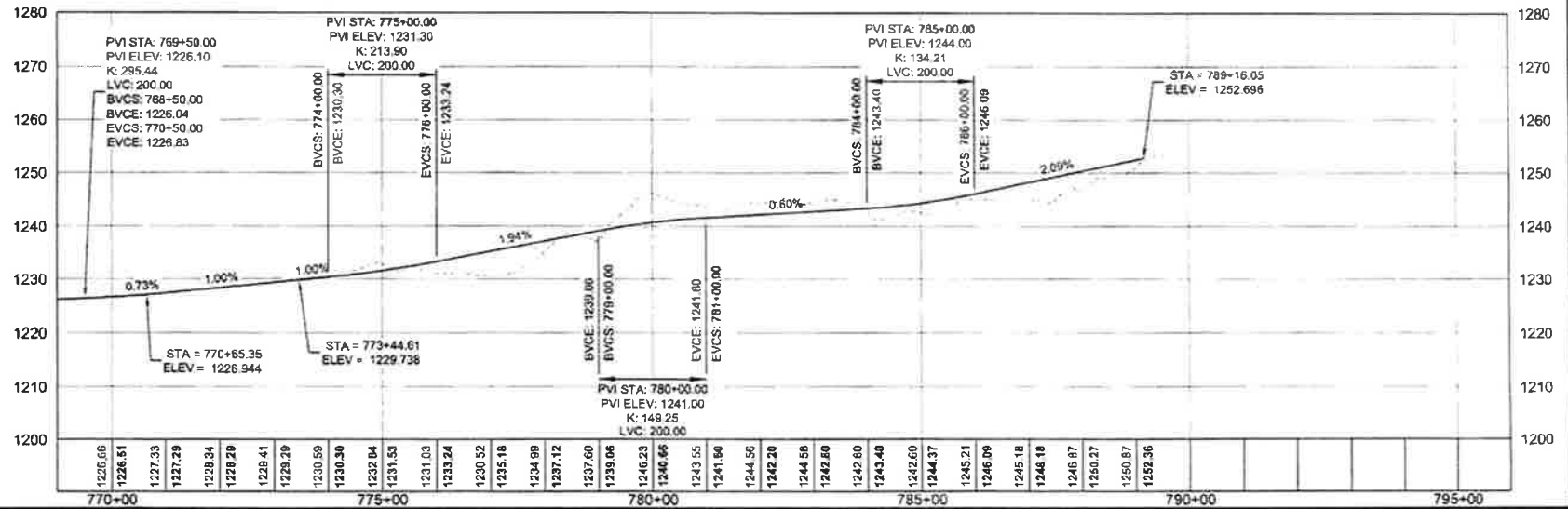
PLAN & PROFILE SHEET

AITKIN COUNTY HIGHWAY DEPT.
 CSAH NO. 3
 SAP 001-603-018

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 SHEET 00 OF 00



Approximate location of site 21AK0035 (Location 4)



I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.
DATE: _____
ENGINEER PRINTED NAME: JOHN WELLE (LIC NO 23320)

PLAN & PROFILE SHEET

AITKIN COUNTY HIGHWAY DEPT.
CSAH NO. 3
SAP 001-603-018

SHEET NO
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SHEET 00 OF 00

List of Contacts

Fond du Lac Band

Jill Hoppe, THPO
JillHoppe@fdlrez.com
Office Phone: 218-878-7129

Leech Lake Band

Amy Burnette, THPO
Amy.Burnette@llojibwe.org
Office Phone: 218-335-2940

Lower Sioux Indian Community

Cheyenne St. John, THPO
cheyanne.stjohn@lowersioux.com
Office Phone: 507-697-8672

Mille Lacs Band

Natalie Weyaus, THPO
Natalie.Weyaus@millelacsband.com
Office Phone: 320-532-7450

Sisseton-Wahpeton Oyate

Dianne Desrosiers, THPO
DianneD@swo-nsn.gov
Office Phone: 605-698-3584

Upper Sioux Community

Samantha Odegard, THPO
samanthao@uppersiouxcommunity-nsn.gov
Office Phone: 320-564-6334

U.S. Army Corps of Engineers

Nancy Komulainen-Dillenburg, Tribal Liaison
Nancy.S.Komulainen-Dillenburg@usace.army.mil
Office Phone: 651-290-5340

Ben Orne, Project Manager

Benjamin.G.Orne@usace.army.mil
Office Phone: 651-290-5280

Aitkin County

John Welle, County Engineer
john.welle@co.aitkin.mn.us
Office Phone: 218-927-7469

GENERAL CONTRACT FOR SERVICES (DAC # 20-04)

This Contract for Services (this "Contract") is made effective as of **February 12, 2020**, by and between **Aitkin County Highway Department of Aitkin, Minnesota**, and **Duluth Archaeology Center, LLC of 5910 Fremont Street, Suite 1, Duluth, Minnesota 55807**. In this Contract, the party who is contracting to receive services will be referred to as "**Client**" and the party who will be providing the services will be referred to as "**DAC**."

1. DESCRIPTION OF SERVICES. Beginning on **February 12, 2020**, DAC will provide to **Client** the following services (collectively, the "Services"):

Phase III archaeological data recovery for the Sather Site (21AK0035), CSAH 3 reconstruction. The Phase III mitigation will consist of 8-10 1x1 meter units excavated at a depth of 5 cm/level. Units will be excavated to a minimum depth of 10 cm below cultural material. All archaeological material will be bagged and labeled as per SHPO standards and site areas mapped.

At the direction of the Client, monitoring of subsurface disturbance of portions of the CSAH 3 reconstruction project may also be conducted.

A detailed scope of work and deliverables is described in Exhibit A.

2. PAYMENT FOR SERVICES. In exchange for the Services **Client** will pay DAC according to the following schedule:

The terms of this contract include two separate budgets. The costs for the Phase III archaeological data recovery are not to exceed **\$73,465.48**; only services provided will be billed. Costs for the monitoring tasks will be billed at an hourly rate plus expenses as outlined in Exhibit A.

2.1 Payment Schedule – The first payment will be made at the completion of the field work. This invoice will include all charges accrued to that date. Additional invoices will be sent on a quarterly basis and will include all charges accrued that quarter. The final invoice will be sent at the time the final report is completed and delivered to the client. This invoice will include the remaining charges accrued for the project.

2.2 Conditions of Payment - Payment is due upon receipt of the invoice. If payment is not received within 30 days a late fee of \$50 will be added. After 60 days a fee of \$100 will be added. If the invoice is not paid after 90 days, **Client** will be charged for the full amount of the contract and any accrued interest. For every 30 days that payment is late after the full amount of the contract has been billed late fees will accrue at a rate of \$100/month. Late fees can accrue to an amount over and above the not to exceed amount of **\$73,465.48**.

3. TERM. This Contract will terminate automatically on **April 1, 2021**. This contract can be terminated by the **Client** or DAC for cause or convenience by written notice.

Upon termination, client will be responsible for ALL costs incurred by DAC until that point and any additional costs for delivering the records and artifacts to the curation facility.

Upon termination of this Contract, DAC will send to the Minnesota Historical Society, other curation facility or private landowners any artifacts with the appropriate records, notes, documentation and other items used, created, or controlled by DAC during the term of this Contract as per state license or private landowner request/requirements.

4. Authorized Representatives

4.1 **Client's Authorized Representative.** Client's Authorized Representative will be:

Name: Conrad Kragness
Address: Aitkin County Highway Department, Aitkin MN
Telephone: 218-927-7468
E-mail: Conrad.kragness@co.aitkin.mn.us

Client's Authorized Representative or his/her successor, will monitor DAC's performance and has the authority to accept or reject the services provided under this Contract. Client's Authorized Representative is responsible for the timely payment under the terms of this Contract.

4.2 **DAC's Authorized Representative.** DAC's Authorized Representative will be:

Name: Susan Mulholland, President
Address: Duluth Archaeology Center, LLC
5910 Fremont Street, Suite 1
Duluth, Minnesota 55807
Telephone: 218-624-5489
Fax: 218-624-5489
E-mail: archcenter@aol.com

5. INDEMNIFICATION. DAC agrees to indemnify and hold **Client** harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against **Client** that result from the acts or omissions of DAC and/or DAC's employees, agents, or representatives. DAC will maintain the following insurance policies and will furnish satisfactory evidence of such policies upon request.

5.1 **Workers' Compensation Insurance:** DAC will provide Workers' Compensation insurance for all its employees and, in case any work is subcontracted, DAC will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of the State of Minnesota. Insurance minimum amounts are as follows:

\$100,000.00 – Bodily Injury by Disease per employee
\$500,000.00 – Bodily Injury by Disease aggregate
\$100,000.00 – Bodily Injury by Accident

5.2 **Commercial General Liability:** DAC will maintain insurance protecting it from claims for damages for bodily injury, including sickness or disease, death and for care and loss of services as well as from claims for property damage, including loss of use with which may arise from operations under this Contract whether the operations are by DAC or by a subcontractor or by anyone directly or indirectly employed by DAC pursuant to this Contract. Insurance minimum amounts are as follows:

\$1,000,000.00 – per occurrence
\$2,000,000.00 – annual aggregate
\$2,000,000.00 – annual aggregate – products/completed operations

The following coverages are included:

Premises and Operations Bodily Injury and Property Damage
Personal and Advertising Injury
Blanket Contractual Liability
Products and Completed Operations Liability
Client named as an Additional Insured.

5.3 Commercial Automobile Liability – DAC will maintain insurance protecting DAC from claims for damages for bodily injury as well as from claims for property damage resulting from the ownership, operation, maintenance or use of all owned, hired and non-owned autos which may arise from operations under this Contract and in case any work is subcontracted DAC will require the subcontractor to provide Commercial Automobile Liability. Insurance minimum amounts are as follows:

\$1,000,000.00 – per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages are included:

Owned, Hired and non-owned Automobile

Client named as an additional Insured (by request only)

5.4 Professional Liability Insurance – DAC will maintain the following minimum amounts:

\$1,000,000.00 - per claim or event

\$2,000,000.00 – annual aggregate

Any deductible is the sole responsibility of DAC.

This policy will provide coverage for all claims DAC may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to DAC's professional services required under the Contract.

6. WARRANTY. DAC shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in DAC's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to DAC on similar projects.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

8. ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

11. GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Minnesota.

12. NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

13. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Recipient: **Aitkin County Highway Department (Client)**

By: _____ DATE: _____
John Welle
Title: **County Engineer**

Service Provider: Duluth Archaeology Center, LLC


By: _____ DATE: 2/12/2020
Susan C. Mulholland
President

EXHIBIT A:

**SCOPE OF WORK: PHASE III ARCHAEOLOGICAL DATA RECOVERY AT A
PORTION OF SITE 21AK0035 AND MONITORING OF CSAH 3
RECONSTRUCTION, S.A.P. 001-603-018, AITKIN COUNTY, MINNESOTA**

I. FIRM NAME Duluth Archaeology Center. L.L.C.
5910 Fremont St. Suite 1, Duluth MN 55807

Dr. Susan Mulholland (president)
tel 218/624-5489, fax 218/624-5489, email archcenter @ aol.com

II. PROJECT OBJECTIVES

The objective of this project is to conduct Phase III data recovery on a portion of site 21AK0035 and monitoring of subsurface disturbance in Aitkin County, Minnesota prior to reconstruction of CSAH 3 east of the bridge over the Sandy River Narrows. The project land is currently County right-of-way for the reconstruction. The Area of Potential Effects (APE) for the project is the area of the site south of CSAH 3 and north of an intermittent tributary; the alignment of the road reconstruction was determined by the Aitkin County Highway Department.

This project will follow Federal guidelines and regulations for compliance with the National Historic Preservation Act of 1966, as amended (Public Law [PL] 89-665); Executive Order 11593, the Archaeological and Historic Preservation Act of 1974 (PL 93-291); Title 36 of the Code of Federal Regulations (CFR) Parts 60-66 and 800, as appropriate; the Native American Graves Protection and Repatriation Act of 1990 (PL 101-601); the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (published in 48 Federal Register 44716-44742; available at <http://www.achp.gov./secstnd.html>); and Minnesota state historic preservation regulations and guidelines that are in effect during the execution of the contract. Minnesota regulations and guidelines include the Field Archaeology Act (MnST 138.31-138.42), the Private Cemeteries Act (MnST 307.08), and *State Archaeologist's Guidelines for Archaeological Projects in Minnesota* (Anfinson 2011).

Phase III Archaeological Data Recovery is designed to recover sufficient data from the APE to allow preservation of significant information about the portion of the site that will receive impacts from the project. Data recovery is by formal excavation units following a research design/Data Recovery Plan (DRP) approved by the MnSHPO and MnOSA. The portion of the site to be mitigated is south of CSAH 3 and east of the bridge over the Sandy River Narrows; site cultural deposits are north of an intermittent tributary to the river.

Monitoring of the subsurface disturbance by construction in the project is also included in the proposal. Monitoring will be for indications of human burials or archaeological sites in portions of the project area at the direction of the County Engineer or his representative.

III. METHODOLOGY

A. DESCRIPTION OF TASKS

Contractor will complete the following tasks:

Task 1: administration and pre-field preparations

Contractor will obtain appropriate license(s); conduct prefield activities; conduct accounting and record keeping.

Task 2: Phase III Data Recovery field investigations

Contractor will perform field excavations as per Data Recovery Plan.

Task 3: laboratory analysis

Contractor will clean, identify, and accession recovered cultural materials.

Task 4: reporting

Contractor will prepare an interim field report and a technical report to OSA/SHPO standards (Anfinson 2011).

Task 5: monitoring

Contractor will conduct monitoring during the subsurface disturbance of the site area during construction. The portions of the project that will be monitored will be at the direction of the County Engineer or his representative. A report on the monitoring activities will be prepared to OSA/SHPO standards (Anfinson 2011). Any recovered artifacts will be processed for curation as in Task 3.

Task 1-Administration and Pre-field Preparations

Contractor and Aitkin County Highway Department will conduct administration of the project on-going throughout the execution of the contract. Contractor will organize the field, laboratory, and office activities. Field and laboratory activities are detailed below. Office activities include accounting and other record-keeping tasks. Special findings will be reported to the Aitkin County Highway Department representative. Confirmation Notices will be submitted as appropriate.

Contractor will make preparations prior to fieldwork. Known site data will be reviewed from the State Historic Preservation Office (SHPO) database. Contractor will obtain an Archaeological License from the Minnesota Office of the State Archaeologist (MnOSA) for the property. The project PI meets the Secretary of Interior standards for pre-Contact archaeology and currently holds Annual State Archaeology licenses.

Contractor will perform the review of project activities on-going throughout the execution of the contract with two areas of special focus. Health and safety is extremely important, primarily in the field but also in the laboratory. One specific task is to request a locate or meet with utility and other cable-operating companies through Gopher State One-Call. The second issue is quality assurance and control (QA/QC). Contractor's personnel are familiar with standards for QA/QC projects (Rapp 1998). Professional conduct of research and management tasks will be maintained.

Task 2-Phase III Data Recovery Investigations

Contractor will conduct a Phase III data recovery excavation on the project APE in Aitkin County, Minnesota. Archaeological Phase III excavation will follow the DRP to excavate 8-10 formal units in the APE. Contiguous blocks of units will be placed around the Phase II unit (TU 2) and positive

shovel tests. Units will be 1x1 m in size and excavated in 5 cm levels in separate quadrants, except any road fill overburden which will be removed as a single layer. Sediment will be dry screened through 1/4 inch mesh with 1/8 inch mesh available for features.

If during the field work any indications of a possible burial are observed (surface depressions or markers, subsurface stains or wood or bone), work will cease and the provisions of the Minnesota Private Cemeteries Act followed. Notification will be made to the State Archaeologist, Aitkin County Highway Department representative, and local sheriff office. No further disturbance will be made until such representatives have reviewed the situation and a procedure developed to deal with the burial.

Contractor will record any artifacts recovered separately by unit, level, quadrant, and feature. A site map will be made showing units as well as positive and negative tests. These locations will be recorded using a hand held GPS set to the 1983 NAD. In addition, backup measurements will be made using pace and compass from a permanent landmark. Locations will be recorded on USGS topographic maps and any project maps supplied by the Aitkin County Highway Department.

Task 3-Laboratory Analyses

All materials and records collected in the field will be returned to the Contractor's laboratory for analysis. Records (field notes and maps) will be reviewed and materials inventoried according to the QA/QC plan. Paper records will be copied to guard against accidental loss of data. Film, if any, will be developed and photographs prepared.

Contractor will analyze artifacts, if any are recovered, following standard archaeological practices. Artifacts will be reviewed prior to cleaning to determine the best procedure. Materials of fragile nature such as bone or ceramics with organic residue will be dry-brushed; more robust materials will be washed in water. Identification will classify the materials into types (lithic, ceramic, etc.) and categories within each type (material, composition). Weight and identification data will be recorded for each item by lots; accessioning is based on the lot numbers. The State site form will be updated.

Specialized analyses will be conducted as appropriate to the amount and type of materials recovered. Radiocarbon dating can be conducted on charcoal or bone. Zooarchaeological analysis can be conducted on bone; archaeobotanical analysis can be conducted on plant macrofossils (seeds, wood).

Artifacts from County land will be curated at the Minnesota Historical Society (MHS) under repository agreement (see D below); such services will cost \$285 per cubic foot of storage space plus \$75 per accession number plus \$115 per submission. MHS accessioning requirements will be followed in preparation of artifacts for permanent curation. Artifacts from private land may be returned to the landowner or donated to MHS, at the discretion of the landowner.

Task 4-Reporting

An interim field report will be prepared for the Aitkin County Highway Department at the completion of field work. The field report will briefly describe the methods and results of the Phase III excavation; preliminary conclusions and recommendations will also be included. The final technical report of all Phase III activities and findings will be prepared for completion of the project. The report will be complete, including all illustrations and appendices. Contractor will submit the

final technical report to Aitkin County Highway Department and the MnOSA. Transmission to the Army Corps of Engineers and the Minnesota State Historic Preservation Office will be done by the County.

Task 5-Monitoring

The subsurface disturbance of portions of the CSAH 3 reconstruction project will be monitored for any indications of human burials or archaeological sites. The areas to be monitored will be at the direction of the County Engineer or his representative. Monitoring will be conducted to view the exposed subsurface within the construction limits and a sample of the excavated sediments. If indications of human burials or archaeological sites are uncovered, construction will halt in that area of the project. Human burials will be reported to the MnOSA and local law enforcement as well as the County; artifacts will be investigated. A report on all monitoring activities will be prepared.

B. DESCRIPTION OF DELIVERABLES

The reports will be prepared in accordance with the *State Archaeologist's Guidelines for Archaeological Projects in Minnesota* (Anfinson 2011) and the *Secretary of the Interior's Guidelines for Archaeology and Historic Preservation*. Style will follow that in *American Antiquity*, 1992, vol. 57, no. 4, pp. 749-770.

The interim field report will include a brief introduction to the project activities, description of the methods employed, list of the excavation units completed, and description of the results. Preliminary conclusions and recommendations will be included, although analysis of the artifacts will not have been completed.

The technical report will be prepared after completion of the laboratory work, including the specialized analyses. Contractor will include the pre-field literature research, complete description of methodologies, all results from the field survey and laboratory analysis, interpretations of the data, and final interpretation of any site data in relation to the relevant historic contexts in the technical report. A draft report will be submitted to the client for comments.

The monitoring report will include description of the methods and areas monitored as well as any burials or sites uncovered. If burials or sites are uncovered, the report will describe the materials and the procedures undertaken upon uncovering.

C. PROJECT SCHEDULE

The following time frames are approximate estimates, with exact scheduling dependent on completion of paperwork and weather. Work will begin on the contract start date/authorization date and conducted as possible:

Data Recovery at 21AK0035:

- Field work: 3 weeks maximum (estimated in May 2020)
- Lab work: 1 month minimum (estimated by August 2020)
- Technical report: 4 weeks minimum (estimated by October 2020)
- Curation: 6 weeks minimum (estimated by December 2020)

Field work can be conducted in May 2020 assuming the ground thaws sufficiently for excavation and screening of sediment. Lab work depends on the amount of materials recovered, as well as curation location. Reporting depends on amount of materials recovered and the scheduling of specialized analyses (radiocarbon dating, zooarchaeology and/or archaeobotanical analysis).

Monitoring:

Monitoring will be conducted at the direction of the County Engineer or his representative.

D. CURATION

Contractor has an expanded repository agreement with the Minnesota Historical Society (MHS) for curation of archaeological materials from non-Federal public lands, as stipulated by the State Archaeology license.

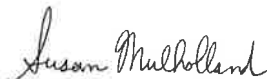
IV. BUDGET

The budget is prepared on separate sheets. The data recovery (Tasks 1-4) is a not to exceed quote. Monitoring (Task 5) will be invoiced on an hourly basis and incurred expenses.

V. PERSONNEL

- Dr. Susan Mulholland: PI and project manager
Registered Professional Archaeologist (RPA)
- Jennifer Shafer: lab/field supervisor, graphics coordinator, accountant
meets Secretary of Interior Standards for Archaeology

VI: APPROVED BY



Name: Susan C. Mulholland

Title: President, Duluth Archaeology Center

Date: February 12, 2020

REFERENCES

Anfinson, S.

2011 *State Archaeologist's Manual for Archaeological Projects in Minnesota*. State Historic Preservation Office, Minnesota Historical Society, St. Paul.

Rapp, G., Jr.

1998 *Cultural Resource Management Quality Assurance and Quality Control: Principles and Guidelines for Archaeology and Related Geomorphology*. Mn/DOT.

**SATHER SITE, 21AK0035, AITKIN COUNTY, MINNESOTA
BUDGET, PHASE III DATA RECOVERY**

PRE-FIELD/ADMINISTRATIVE

Principal Investigator	20 hr. @ \$65.17	\$1,303.40
Computer Technician	5 hr. @ \$45.22	226.10
Account Manager	6 hr. @ \$47.56	285.36
Photocopies	200 @ \$0.10	20.00
TOTAL PRE-FIELD		\$1,859.86

FIELD WORK

Principal Investigator	120 hr. @ \$65.17	\$7,820.40
Field Supervisor	120 hr. @ \$45.70	5,484.00
Field Technicians	240 hr. @ \$45.22	10,852.80
Mileage	1500 miles @ \$0.575	862.50
Per diem	48 @ \$50	2,400.00
Lodging	48 @ \$120	5,760.00
TOTAL FIELD WORK		\$33,179.70

REPORT PRODUCTION

Principal Investigator	80 hr. @ \$65.17	\$5,213.60
Computer Supervisor	70 hr. @ \$45.70	3,199.00
Lab supervisor	200 hr. @ \$45.70	9,140.00
Laboratory Technician	40 hr. @ \$45.22	1,808.80
Photocopies/reproduction	200 @ \$0.10	20.00
Postage/Delivery		25.00
Report Production		50.00
Specialized analyses		8,500.00
TOTAL REPORT PRODUCTION		\$27,956.40

MHS CURATION

accession #	1 @ \$75	\$ 75.00
storage box	2 cubic ft @ \$285	570.00
handling fee	1 @ \$115	115.00
Principal Investigator	6 hr. @ \$65.17	391.02
Lab supervisor	200 hr. @ \$45.70	9,140.00
Mileage	300 mi. @ \$0.575	172.50
parking fee		6.00
TOTAL CURATION		\$10,469.52

TOTAL PROJECT COSTS **\$73,465.48**

**CSAH 3 RECONSTRUCTION, AITKIN COUNTY, MINNESOTA
BUDGET, MONITORING (RATES)**

PERSONNEL

Principal Investigator	\$65.17 per hour
Supervisor (Field/lab/computer)	\$45.70 per hour
Technician (Field/lab)	\$45.22 per hour
Account Manager	\$47.56 per hour

EXPENSES (charged as incurred)

Mileage	\$0.545 per mile
Per diem	\$50 per person per day
Lodging	motel room per night (estimated \$120)
Photocopies	\$0.10 per page
Mailing	As required by delivery agency
MHS accession number fee	\$75 per number
MHS curation box	\$285 per box
MHS handling fee	\$115 per delivery

**Attachment
For
SAP 001-603-018 Permit
ACOE No. 2017-04704-BGO**

Summary:

Since the early part of 2017, my office has been working to acquire the Army Corps of Engineers (ACOE) permit for the CSAH 3 reconstruction project from the Rat Lake area to TH 65. An ACOE permit is required pursuant to Section 404 of the Clean Waters Act due to the 5.19 acres of wetlands that will be impacted as a result of this project. As part of this permit, the project must also meet the requirements of Section 106 of the National Historic Preservation Act of 1966 due to the proximity and impact to known archaeological sites within the project limits. Specifically, the Section 106 impacts will require a Memorandum of Agreement (MOA) as part of the Section 404 permit to outline a) phase III archaeological recovery requirements for archaeological artifacts at a site (less than 1 acre in size) that will be impacted by the reconstruction work, and b) requirements for construction monitoring at three additional sites totaling approximately 8 acres in size.

At the January 7, 2020 County Board meeting, the draft MOA was presented for information for the purpose of commenting on the content of the MOA to the ACOE. As a result of that discussion, my office submitted several comments to the ACOE regarding various aspects of the MOA language. In addition, my office+ has been in close contact with the ACOE as they developed the final MOA language.

Based on comments received by the ACOE from Aitkin County, the Minnesota State Historic Preservation Office, and six consulting tribes, the attached MOA has now been finalized and is being circulated for signatures.

In addition to Aitkin County being a required signatory on the MOA document, the MOA requires Aitkin County to hire the services of an archaeologist meeting the *Professional Qualification Standards in the Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* (36 CFR Part 61). To meet this requirement, a proposal for services has been requested from the Duluth Archaeology Center LLC, Duluth, MN. Since this firm has already conducted the phase I and phase II archaeological work on this project, proposals from other firms were not requested. The attached agreement DAC #20-04 outlines the various required tasks that will be completed. All tasks associate with the phase III archaeological recovery will be completed for a not-to-exceed amount of \$73,465.48. In addition, all tasks associated with the construction monitoring of the three additional sites will be conducted on an hourly basis at rates listed in the agreement. Since the magnitude of the construction monitoring work is unknown until the actual construction work is in progress, an hourly cost basis is being proposed for this work.

After receiving the required signatures on the MOA from Aitkin County and the Minnesota State Historic Preservation Office, the final Corps Permit No. 2017-04704-BGO will be issued. Note that while the six consulting tribes have been invited to be signatories to the MOA, their signatures are not required by the ACOE to finalize the permit.

Recommended Action /Motion:

1. Resolution authorizing signature on MOA.

Authorization by the following resolution is requested.

WHEREAS, a Memorandum of Agreement has been presented for Corps Permit No. 2017-04704-BGO for Aitkin County Project SAP 001-603-018, and

WHEREAS, Aitkin County, as applicant for the permit, is a consulting party with responsibilities under this Memorandum of Agreement and has therefore been invited to sign this Agreement.

NOW THEREFORE BE IT RESOLVED, that the Aitkin County Engineer is hereby authorized and directed for and on behalf of Aitkin County to execute and enter into this Memorandum of Agreement, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

2. Resolution authorizing signature on Agreement for Archaeological Services under Agreement DAC #20-04

Authorization by the following resolution is requested.

WHEREAS, an agreement, DAC #20-04, has been submitted by the Duluth Archaeology Center LLC, Duluth, MN for archaeological services required as part of the Army Corps of Engineers Permit No. 2017-04704.

NOW THEREFORE BE IT RESOLVED, that the Aitkin County Engineer is hereby authorized and directed for and on behalf of Aitkin County to execute and enter into this Agreement, a copy of which said agreement was before the County Board and which is made a part hereof by reference.

Financial Impact:

As part of the TH 232 turnback agreement that paid Aitkin County \$8,900,000, \$200,000 of that amount was the estimated need to cover the archaeological-related costs. To date, \$34,680.16 has been spent. At the completion of all archaeological work on these projects, final costs are expected to be within the original \$200,000 project budget. However, if construction monitoring activities reveal additional archaeological resources that will be impacted, total costs may exceed \$200,000.