



Aitkin
County

Board of County Commissioners Agenda Request

8A
Agenda Item #

Requested Meeting Date: 1-7-20

Title of Item: MOA between US Army Corps and State Historic Preservation Office

<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*

**provide copy of hearing notice that was published*

Submitted by: John Welle	Department: Highway Department
------------------------------------	--

Presenter (Name and Title): John Welle, Aitkin County Engineer	Estimated Time Needed: 20 minutes
--	---

Summary of Issue:
Attached is a draft Memorandum of Agreement between the US Army Corps of Engineers and the Minnesota State Historic Preservation Office for archaeological recovery and construction monitoring required as part of the Section 404 permit for SAP 001-603-018, the 3.2-mile reconstruction project from the Rat Lake area to TH 65. Note that there are six tribes involved in the archaeological artifact recovery and construction monitoring on this project. They, as well as Aitkin County, are required to be signatories to this agreement.

The purpose of this agenda item is to discuss the various terms of this agreement and to make the Board aware of Aitkin County's responsibilities under the agreement. We have the option to provide comments on the draft agreement language, but ultimately will be required to sign the agreement as part of the Section 404 permit. A resolution authorizing my signature on the MOA will be brought to a future Board meeting after the MOA has been finalized.

Financial Impact: \$200,000 of the \$8,900,000 turnback grant was estimated to cover the archaeological-related costs on the CSAH 3 turnback projects. 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.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Discussion only.

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$ Total cost is currently unknown.
 Is this budgeted? Yes No *Please Explain:*
 See financial impact statement above.

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 CSAH 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 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, a Phase I/Phase II archaeological survey and evaluation was completed for the Project and one (1) archaeological site (21AK0035) within the permit area for direct effects of the Undertaking was determined eligible for listing in the National Register of Historic Places (NRHP), and two (2) archaeological sites (21AK0080 and 21AK0135) within the APE for indirect effects for the Undertaking were determined eligible for listing in the NRHP; 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 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 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

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

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

Commented [OBGCUC(1)]: Corps notified ACHP on November 1, 2019, no response has been received

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. MITIGATION

As mitigation for the adverse effect on site 21AK0035, Aitkin County shall complete Phase III data recovery according to the provisions outlined below. All work shall be completed by 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).

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

A. Fieldwork and Interim Reporting

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

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 interim field 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 field report to the SHPO and Consulting Tribes for review and comment. Within thirty (30) days of receiving the interim field 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 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 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 technical data-recovery 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 report shall be consistent with the *Secretary of the Interior's Standards and Guidelines for Archaeology and Historic Preservation* and the provisions in the SHPO Manual for Archaeological Survey in Minnesota for Phase III data-recovery projects.
2. Aitkin County shall submit the technical data-recovery report to the Corps for review and coordination with the SHPO and Consulting Tribes.
3. The Corps shall submit the technical data-recovery 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 report within thirty (30) days of receiving the report and/or outline any additional revisions needed to finalize the report.
4. The Corps shall then notify Aitkin County, within thirty (30) days, in writing that the technical data-recovery report has been completed to satisfaction or outline any additional revisions needed to complete the report.
5. Aitkin County shall revise the report based on the comments received and provide two (2) printed copies and a digital version of the final document to the Corps. Six (6) additional printed copies will be made available upon request.

II. CONSTRUCTION MONITORING

Aitkin County shall provide opportunity for tribal monitor(s) to be present on-site during construction activities that may have the potential to inadvertently affect cultural resources or human remains at three (3) locations as shown on Attachment B. Prior to construction, Aitkin County will contact the Tribal Historic Preservation Officer (THPO) of the six (6) Consulting Tribes, those of the six (6) that express interest in monitoring, to

Commented [MDLCUC2]: We would like to schedule a conference call with all consulting tribes in mid-December, and get feedback on who is interested in monitoring.

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

facilitate tribal monitoring in accordance with the following procedures:

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 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.
 - 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

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

- 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' authority (permit areas, 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 of Corps control, or it is determined upon notification to the Corps that it is outside Corps authority, Aitkin County shall immediately notify the SHPO of the discovery, and halt all Project activities, per III.A, above. [SHPO to add subsequent process, here?]
- 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.

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

- 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 reinstate review of the Undertaking in accordance with 36 CFR § 800.

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

IX. DURATION

If the terms of this Agreement have not been implemented within three (3) 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

**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

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

**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**

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
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

FOND DU LAC BAND OF THE MINNESOTA CHIPPEWA TRIBE

By: _____ Date _____
Kevin Dupuis, Chairman

**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

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

By: _____ Date _____
Faron Jackson, Chairman

**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

LOWER SIOUX INDIAN COMMUNITY

By: _____ Date _____
Robert Larsen, President

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

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
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

SISSETON-WAHPETON OYATE OF THE LAKE TRAVERSE RESERVATION

By: _____ Date _____
Dave Flute, Chairman

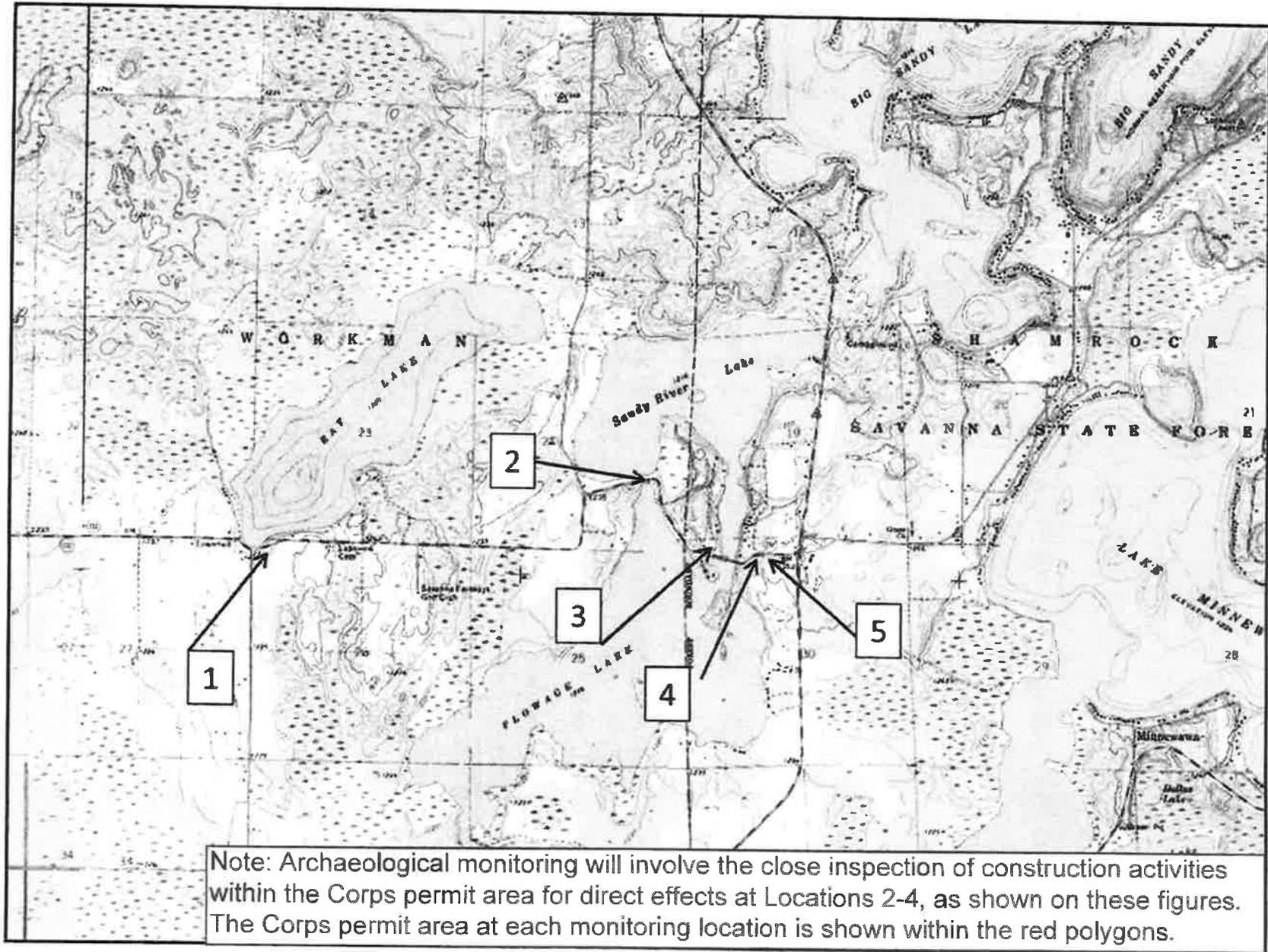
**MEMORANDUM OF AGREEMENT AMONG
THE U.S. ARMY CORPS OF ENGINEERS AND
THE MINNESOTA STATE HISTORIC PRESERVATION OFFICE
REGARDING THE RECONSTRUCTION OF CSAH 3 (SAP 001-603-018)
IN AITKIN COUNTY, MINNESOTA**

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

CONCURRING

UPPER SIOUX COMMUNITY

By: _____ Date _____
Kevin Jensvold, Chairman



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.

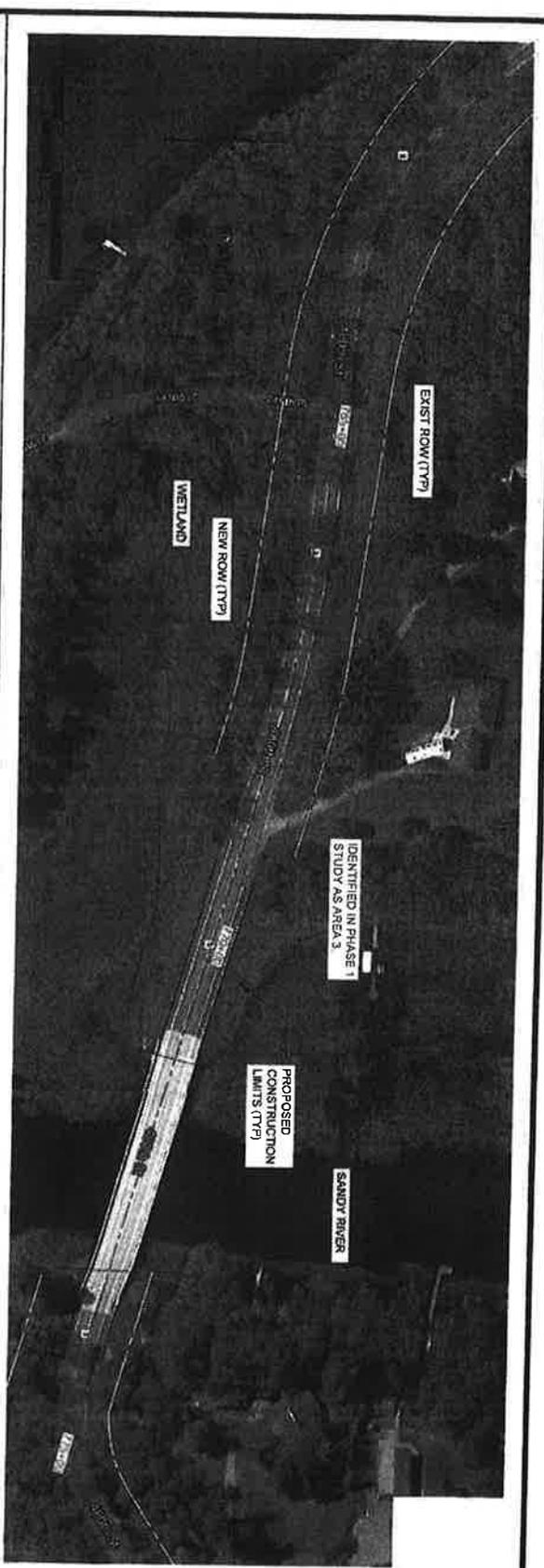
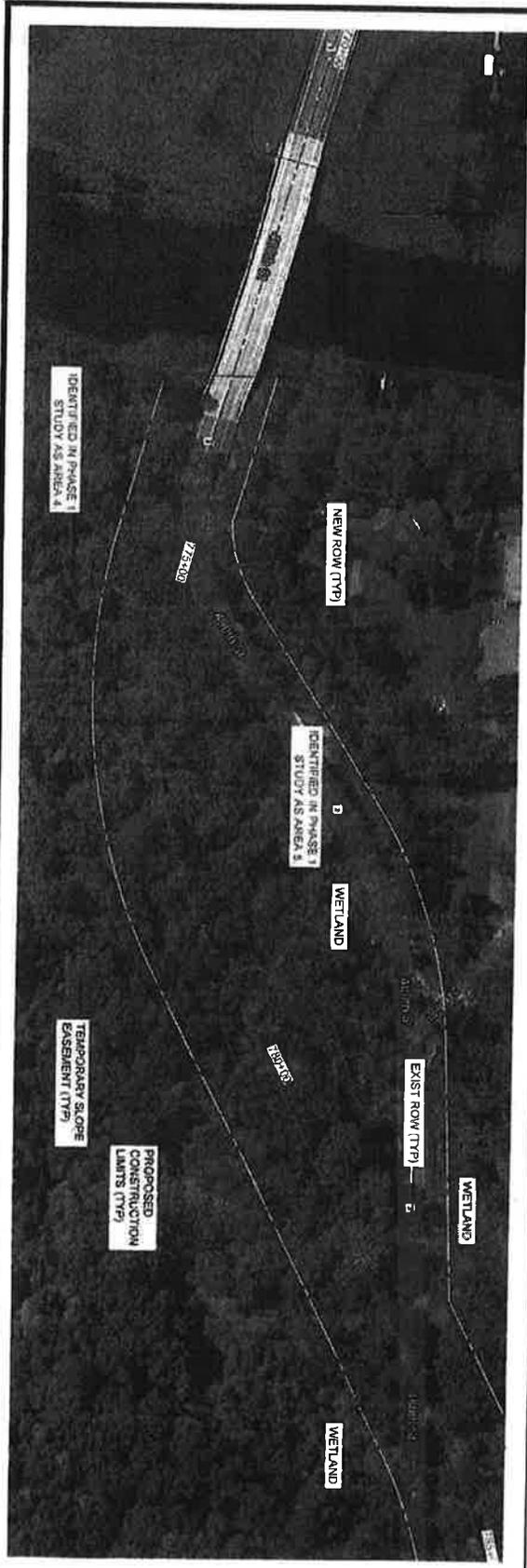


RI\R-2317-249176-SCD Aikin CSAH 3 Reconstruction (MCA) - Attachment 5, Page 2 of 6

SHEET NO.
00
SHEET 00 OF 00

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

AREAS 1 & 2



MAP: 2017-0407 4-BSD Aerial CSAH 3 Reconsideration 3/04 - Attachments B, Pages 3 of 6

SHEET 00 OF 00

SHEET NO
00

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

AREAS 3, 4 & 5