

January 15, 2019

William Mars
City of Shakopee
485 Gorman Street
Shakopee, Minnesota 55379-2687

RE: Grant Agreement for MN Historical and Cultural Heritage Grant #: 1805-22280
Shakopee Stormwater Diversion Project to Protect Historic Sites along Highway 101

Dear William Mars,

Congratulations on being awarded a Minnesota Historical and Cultural Heritage Grant through the Minnesota Historical Society. Your project has enduring value and is of interest to your community, elected leaders, and members of the media.

Enclosed is a set of two blue-bound *Minnesota Historical and Cultural Heritage Grant Agreements*. Please review the *Agreement* and note the conditions in Section I.B or Section IV.D. If it is acceptable, please have the Authorized Officer sign each of the marked pages and return all signed sets of agreements to the Grants Office. Once both sets of agreements are received, they will be signed by the appropriate Minnesota Historical Society officials. A fully executed copy of the agreement will be mailed to you for your records.

Also enclosed is a notice of a conference call flyer. Your participation is required for the conference call. There are different call times and dates from which to choose. Please contact Gillian Maguire at 651-259-3460 or gillian.maguire@mnhs.org to reserve your place on one of the calls.

Your first payment will be mailed to you from the Society's Finance Department approximately 30 days after the agreements are fully executed. Project expenditures funded by the grant may only be made during the grant period which appears on page one of the *Agreement*. In addition, only items set forth in the Approved Project Budget (Attachment B of the *Agreement*) may be charged against the grant project.

If you have any questions about the grant agreement, please contact me at 651-259-3467 or john.fulton@mnhs.org.

Sincerely,



John Fulton
Grants Specialist

Enclosures

CC: Kirby Templin

MINNESOTA HISTORICAL SOCIETY

MINNESOTA HISTORICAL AND CULTURAL HERITAGE GRANT AGREEMENT

<u>Account No.</u>	<u>Fiscal Year</u>	<u>Object Code</u>	<u>MNHS Grant No.</u>	<u>Amount</u>
02484	2019	5260	1805-22280	\$336,406 grant \$458,968 match

This agreement is made by and between the Minnesota Historical SOCIETY, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102, hereinafter called the SOCIETY, acting through its Director, and, City of Shakopee, 485 Gorman Street, Shakopee, Minnesota, 55379-2687, herein called the GRANTEE.

WHEREAS, the Minnesota Legislature, under Minnesota Session Laws 2017, Chapter 91, Article 4, Section 2, Subdivision 4, approved funding to the SOCIETY for Statewide Historic and Cultural Grants for the purpose of supporting history programs and projects operated or conducted by or through local, county, regional, or other historical or cultural organizations; or for activities to preserve significant historic and cultural resources such as that which is contemplated by GRANTEE, and

WHEREAS, the GRANTEE and its project, *Shakopee Stormwater Diversion Project to Protect Historic Sites along Highway 101*, meets the eligibility criteria for funding under the grants program; and

WHEREAS, the SOCIETY'S Executive Council approved a grant recommended for funding by the Historical Resources Advisory Committee on October 25, 2018.

NOW THEREFORE, in consideration of the award of the grant, the GRANTEE agrees to administer said grant in accordance with the following policies and procedures:

I. PROJECT DESCRIPTION

- A. The project period for this activity is from December 1, 2018 to February 1, 2020.
- B. The project will be carried out in accordance with the provisions of the *Minnesota Historical and Cultural Heritage Grants Manual*. The project will also be carried out in accordance with the GRANTEE'S Minnesota Historical and Cultural Heritage Grants Program Grant Application. Page 1 of the application is included as Attachment A, and the entire application is hereby incorporated by reference.
- C. The official project budget as approved by the SOCIETY supersedes the GRANTEE'S grant application budget and is included as Attachment B and hereby incorporated by reference.
- D. Only the items set forth in the Approved Project Budget (Attachment B) may be charged against the grant project.
- E. Any project expense not specifically approved in the Approved Project Budget will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- F. Changes in the Approved Project Budget may not exceed twenty (20) percent of any line item. Changes occurring after the project begins that exceed twenty (20) percent of any line item will

not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.

- G. Changes in the Project Completion Date will not be allowed except upon prior written request by the GRANTEE and prior written approval by the SOCIETY.
- H. No grant funds may be used to pay indirect costs, commonly referred to as overhead.
- I. The official Scope of Work Form as approved by the SOCIETY supersedes the GRANTEE's grant application scope of work form and is included as Attachment C and hereby incorporated by reference. All work on the project will be in conformance to the Secretary of the Interior's Standards for the Treatment of Historic Properties.

II. ASSURANCES

- A. The GRANTEE agrees that this project will be administered and conducted in accordance with Minn. Stat. 16B.98 for Grants Management.
- B. The GRANTEE agrees that this project will be administered and conducted in accordance with Minnesota Statute § 129.17.
- C. The GRANTEE shall hold the SOCIETY and the State of Minnesota harmless from any loss, damage, or expense including reasonable attorneys' fees and other costs of defense, arising as the result of any claim, action, complaint, proceeding, or litigation of any kind whatsoever, directly or indirectly brought about as a result of the funded project.
- D. The GRANTEE agrees that in hiring of common or skilled labor for the performance of any work on the grant project that no contractor, material supplier or vendor shall, by reason of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age, discriminate against any person or persons who are citizens of the United States, or resident aliens, who are qualified and available to perform the work to which the employment relates.
- E. The GRANTEE agrees no contractor, material supplier or vendor shall, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in the preceding paragraph, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed, color, religion, national origin, sex, marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.
- F. This Agreement may be canceled or terminated by the SOCIETY, and all money due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of this section.
- G. The GRANTEE assures that no part of the project budget will be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or other device intended or designed to influence in any manner a member of the

Minnesota Legislature, to favor or oppose, by vote or otherwise, any legislation or appropriation by the Legislature, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation. This shall not prevent communicating to members of the Minnesota Legislature on the request of any member or to the Legislature, through the proper official channels, requests for legislation or appropriations which they deem necessary for the efficient conduct of the public business.

- H. Both parties agree that if intellectual property is created in project, the parties will discuss the allocation of ownership and use rights.
- I. Copyright to copyrightable materials, including computer software, resulting from this project shall vest in the GRANTEE with a non-transferable royalty-free license to the SOCIETY for its non-commercial use. The GRANTEE shall grant the SOCIETY an option to license any such material(s) it wishes to develop for commercial purposes on terms and conditions, including a royalty, as the parties hereto agree in a subsequent writing.
- J. Except for (a) the above limitation, (b) the GRANTEE's right to control publication of its own research results, (c) patented and patent-pending property and (d) the GRANTEE's confidential information, the SOCIETY will have the free, irrevocable, non-exclusive unlimited right to use any research results collected in project by both the GRANTEE and the SOCIETY for any purpose worldwide.
- K. The GRANTEE agrees to include the Arts and Cultural Heritage logo on any and all communications, websites, and promotional materials associated with the approved project. The logo can be found at <http://www.legacy.leg.mn/legacy-logo/legacy-logo-download>.
- L. The GRANTEE agrees to post a sign in a prominent location while restoration/ preservation project work is in progress substantially incorporating the following acknowledgment:

"This project has been financed in part with funds provided by the State of Minnesota from the Arts and Cultural Heritage Fund through the Minnesota Historical Society."
- M. The GRANTEE agrees that any publicity releases, informational brochures, public reports, publications, and public information relating to approved projects must acknowledge funding assistance from the State of Minnesota from the Arts and Cultural Heritage Fund. Any written materials shall include the following:

"This publication was made possible in part by the people of Minnesota through a grant funded by an appropriation to the Minnesota Historical Society from the Minnesota Arts and Cultural Heritage Fund. Any views, findings, opinions, conclusions or recommendations expressed in this publication are those of the authors and do not necessarily represent those of the State of Minnesota, the Minnesota Historical Society, or the Minnesota Historic Resources Advisory Committee."
- N. All work shall meet the Secretary of the Interior's Standards for Archaeology and Historic Preservation.

- O. All activities shall be done by, or under direct supervision of, historic preservation professionals who meet Secretary of the Interior's Professional Qualifications Standards (as published in the Federal Register of September 29, 1983).
- P. Pursuant to under Minnesota Session Laws 2017, Chapter 91, Article 4, Section 2, Subdivision 4, the Grantee must give consideration to Conservation Corps Minnesota and Northern Bedrock Conservation Corps, or an organization carrying out similar work, for projects with the potential to need historic preservation services.
- Q. The GRANTEE agrees to sign a Letter of Agreement Governing Use of Historic Site assuming responsibility to maintain the historic property in a satisfactory manner for a specified number of years after the grant-funded project is completed. For grants up to \$50,000, a five (5) year letter of agreement is required; for grants greater than \$50,000, a ten (10) year letter of agreement is required.

III. PROCEDURES FOR CONTRACTING SERVICES AND MATERIALS

- A. Any services and/or materials that are expected to cost \$20,000 or more must undergo a formal notice and bidding process. Evidence of the process along with copies of the bids received must be included in the GRANTEE's financial records for the project.
- B. Any services and/or materials that are expected to cost between \$10,000 and \$19,999 must be scoped out in writing and offered to a minimum of three (3) bidders. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three written quotes submitted in response to written specifications.
- C. Any services and/or materials that are expected to cost between \$5,000 and \$9,999 must be competitively based on a minimum of three (3) verbal quotes. The GRANTEE must maintain financial records that verify the cost was competitively based on at least three verbal quotes.

IV. PAYMENT SCHEDULE

- A. The total obligation of the SOCIETY for all compensation and reimbursements to the GRANTEE under this grant agreement will not exceed \$336,406.
- B. Grantee must obtain and supply matching funds as indicated in the approved budget (Attachment B) or for any project overages necessary to complete the approved project.
- C. GRANTEE will receive payments from the SOCIETY in accordance with the following for up to eighty percent (80%) of the grant award.

Project Milestone:	Payment %
Execute Grant Agreement	30%
Schedule site visit when the LiDar/geophysics investigation is being performed. Upload proposed dates and times at least 30 days prior to the scheduled LiDAR/geophysics investigation work. (Upload to Milestone/Condition 1 report in the SOCIETY'S grants portal, https://mnhs.fluxx.io .)	20%

Grantee must submit construction drawings at 90% completion for review, comment, and potential edits prior to finalization of the document. (Upload to Milestone/Condition 2 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.) 10%

Prior to submission of the grant final report, Grantee must submit a draft of the National Register nomination at 75% completion to the Grants Office for review, comment, and possible edit. (Upload to Milestone/Condition 3 report in the SOCIETY'S grants portal, <https://mnhs.fluxx.io>. Reviews may take up to 30 working days. Incomplete materials, or revisions to already submitted requests, restart the review clock.) 20%

- D. Reimbursement. A total of twenty percent (20%) of the grant funds will be released as the final payment after work is complete and fiscal documentation and the project completion report, have been reviewed and accepted by the SOCIETY.

V. FINANCIAL DOCUMENTATION AND FINAL REPORTING

- A. The GRANTEE will submit a completed final report including documentation for project expenditures and project products on or before March 1, 2020. (Work on the project must be concluded by February 1, 2020)
- B. The final report must be completed electronically in the Minnesota Historical Society's Grants Portal (<https://mnhs.fluxx.io>).
- a. The financial documentation for project costs to be uploaded with the final report shall include acceptable types of documentation such as: (1) copies of paid invoices/receipts, (2) copies of project personnel timesheets (if applicable), (3) copies of in-kind and/or donated services timesheets (if applicable), and (4) copies of donated materials forms.
- b. The Final Products to be uploaded with the final report are: Electronic copy of stormwater diversion report, National Register nomination forms, and photographs showing mitigation process.

VI. AUDIT

- A. The GRANTEE must maintain records and accounts consistent with generally accepted accounting principles, and to provide for such fiscal control as is necessary to assure the proper disbursing of and accounting for grant funds. The GRANTEE must maintain records and accounts for this project on file for a minimum of six (6) years after approval of the Final Report.
- B. The GRANTEE agrees to maintain records to document any matching funds claimed as part of the project. The GRANTEE further agrees to secure reasonable written proof of the value of Staff or Volunteer Labor, and for Donated Materials contributed to the project.

- C. The GRANTEE agrees that accounts and supporting documents relating to project expenditures will be adequate to permit an accurate and expeditious audit. An audit may be made at any time by the SOCIETY, its designated representatives, or any applicable agency of the State of Minnesota.

VII. AMENDMENTS AND CANCELLATION

A. Amendments

Any significant variations from proposed work, costs, and/or time frames described in this agreement which are experienced or anticipated during the course of the project and any significant problems, delays, or adverse conditions which materially affect planned performance should be submitted in writing to Grants Office, Minnesota Historical Society, 345 Kellogg Boulevard West, Saint Paul, Minnesota 55102.

The SOCIETY will respond in writing, either approving or not approving the changes, and may amend the agreement if deemed necessary. Variations which are not known until the conclusion of the project may be submitted with the Financial Documentation; however, the GRANTEE understands that costs may be disallowed if changes are not approved. Any amendments to this agreement shall be in writing, and shall be executed by the same parties who executed the original agreement or their successors in office.

B. Cancellation

The SOCIETY may withhold, cancel, or revoke in whole or in part the grant amount if it determines that the GRANTEE has materially breached any term or condition of this agreement. GRANTEES will be given a 30-day notice. In lieu of cancellation, GRANTEES may be given proposed remedies to ensure successful completion of the project.

In addition, both parties may mutually agree to cancel the agreement if they determine that the project will not produce beneficial results commensurate with further expenditure of funds or because of circumstances beyond the control of either party. In the event of cancellation, the SOCIETY may withhold proceeds of the Grant; demand that the GRANTEE return any already disbursed proceeds to the Finance Commissioner; and seek any additional legal or equitable remedy(ies).

Finally, the GRANTEE hereby acknowledges that the proceeds of the Grant are being financed in part with funds provided by the State of Minnesota and administered through the SOCIETY, and that, per Minnesota Session Laws 2017, Chapter 91, Article 4, Section 2, Subdivision 4, the funding will be canceled to the extent a court determines that the appropriation, or portion thereof, unconstitutionally substitutes for a traditional source of funding.

City of Shakopee
Shakopee Stormwater Diversion Project to Protect Historic Sites along Highway 101
1805-22280

I have read the above agreement and agree to abide by all of its provisions. Upon execution, this Agreement controls all activities during the project period.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed on the date(s) indicated below intending to be bound thereby.

MINNESOTA HISTORICAL SOCIETY
345 KELLOGG BOULEVARD WEST
SAINT PAUL, MINNESOTA 55102

CITY OF SHAKOPEE
485 GORMAN STREET
SHAKOPEE, MINNESOTA 55379-2687

Carolyn Veaser-Egbide (date)
Grants Manager

signature (authorized official)

(print name) (date)

Mary Green-Toussaint (date)
Contract Manager

(print title)



MINNESOTA HISTORICAL AND CULTURAL HERITAGE PROGRAM

City of Shakopee
G-MHCG-1805-22280 | \$336,406 | MN Historical and Cultural

Shakopee Stormwater Diversion Project to Protect Historic Sites along Highway 101

APPLICANT INFORMATION

Program Organization:	City of Shakopee
Project Director:	Kirby Templin
Authorized Officer:	William Mars
Additional Project Staff:	Joy Sutton
Applicant County:	Scott
Applicant Organization Type:	Local/Regional Government
Governance/Board Members:	William Mars, Kathy Mocol, Mike Luce, Jay Whiting, Matt Lehman

PROJECT INFORMATION

Project Title: Shakopee Stormwater Diversion Project to Protect Historic Sites along Highway 101

Brief Project Summary:

The Shakopee Stormwater Diversion Project task is to re-route stormwater discharge currently flowing through Indian burial grounds and an archaeologically sensitive area which is listed on the NRHP.

ATTACHMENT B

MINNESOTA HISTORICAL SOCIETY
Minnesota Historical and Cultural Heritage Grants
Approved Project Budget

Grantee: City of Shakopee

Grant No.: 1805-22280

Project: *Shakopee Stormwater Diversion Project to Protect Historic Sites along Highway 101*

Budget Item	Amount Requested	Grant Amount	Match
1. Archaeological Investigation & NR Nomination Process on mound sites Steele (21SC24) and Pond (21SC22)	\$30,000.00	\$30,000.00	\$30,000.00
2. Mobilization, Clearing and Grubbing (lump sum)	\$17,418.00	\$17,418.00	\$17,418.00
3. Traffic and Erosion Control	\$17,250.00	\$17,250.00	\$17,250.00
4. Rock and Common Excavation	\$96,000.00	\$96,000.00	\$96,000.00
5. RC Pipe (24" and 36")	\$98,235.00	\$98,235.00	\$98,235.00
6. 24" Pipe in Steel Casing (Jacked)	\$55,200.00	\$55,200.00	\$55,200.00
7. RC Pipe Apron (24" and 36") and 24" Trash Guard	\$4,720.00	\$4,720.00	\$4,720.00
8. 48 " Diameter MH	\$6,800.00	\$6,800.00	\$6,800.00
9. Casting Assembly	\$2,150.00	\$2,150.00	\$2,150.00
10. Riprap, Geotextile Fabric, Restoration and Topsoil	\$8,633.00	\$8,633.00	\$8,633.00
11. 20% Indirect Costs (including design and permitting)			\$122,562.00
	Total: \$336,406.00	Total: \$336,406.00	Total: \$458,968.00

Scope of Work Form

Property Name: Highway 101 Adjacent to Shakopee Historic District

Date: 1/8/2019

Property Address: 3251 County Rd 101 East, Shakopee, MN 55379

NUMBER: 1	Architectural feature: <u>Burial Mounds complex</u> Approx. date of feature: _____	Describe work and impact on existing feature: The work will consist of installing a 24" RCP pipe along the south side of Highway 101 to collect stormwater discharge from the contributing drainage area south of Highway 101. The pipe will be buried along the south side of Highway 101 for 1,504', then cross to the north (both east and west bound) and outlet to an existing ditch. The crossing (under Highway 101, will consist of 236' of 30" RCP. All stormwater will be routed east along the existing ditch then directed to an outfall east of the Shakopee Historic District.
Describe existing feature and its condition: Shakopee Historic District, including archaeological sites #21SC0024 and #21SC22, known burial mounds adjacent to Highway 101. The sites are being flooded from stormwater discharge, which is causing some erosion to the sites. Photo No. <u>1-4</u> Drawing No. _____		
NUMBER: 2a	Architectural feature: <u>Burial Mounds</u> Approx. date of feature: <u>Woodland Tradition</u>	Describe work and impact on existing feature: The City of Shakopee, along with project participants Three Rivers Park District and Shakopee Mdewakanton Sioux Community (SMSC), will conduct background research and LIDAR analysis for site #21SC0024 and #21SC22. A geophysical survey of sample plots at each site will also be conducted, including mound and non-mound areas. Both the LIDAR analysis and geophysical survey will ensure any culturally sensitive artifacts are not further disturbed and will be able to provide exact location and type of artifact.
Describe existing feature and its condition: Archaeological sites #21SC0024 (Steele Mounds) and #21SC22 (Pond Mounds). Both sites are in the effected flooding area. Photo No. <u>5</u> Drawing No. _____		
NUMBER: 2b	Architectural feature: <u>Burial Mounds</u> Approx. date of feature: <u>Woodland Tradition</u>	Describe work and impact on existing feature: In addition to the LIDAR analysis and geophysical survey of the sites, the process of the National Register of Historic Places nomination of sites #21SC0024 and #21SC22 will take place. This nomination process includes at least two rounds of revisions based on edits from the State Historic Preservation Office (SHPO). No ground disturbance will occur as part of the research relating to the NRHP nominations. The NR nominations, once approved, will add greater protection under state and federal law of the sites.
Describe existing feature and its condition: Archaeological sites #21SC0024 (Steele Mounds) and #21SC22 (Pond Mounds). Both sites are in the effected flooding area. Photo No. _____ Drawing No. _____		
NUMBER:	Architectural feature: _____ Approx. date of feature: _____	Describe work and impact on existing feature:
Describe existing feature and its condition: Photo No. _____ Drawing No. _____		

MINNESOTA HISTORICAL SOCIETY

LETTER OF AGREEMENT GOVERNING USE OF HISTORIC SITE

This agreement is made on the _____ day of _____, 20____, by the City of Shakopee hereinafter referred to as the GRANTEE), and in favor of the State of Minnesota acting through the Minnesota Historical Society's Historic Preservation Office (hereafter referred to as the SOCIETY), for the purpose of preservation of a certain property known as the: Shakopee Historic District, hereinafter the Property.

The Shakopee Historic District, listed on the *National Register of Historic Places*, is comprised of grounds, collateral, appurtenances, and improvements and is located at 2187 County Road 101, Shakopee, in Scott County.

In consideration of the sum of \$336406 given to the GRANTEE through the Minnesota Historical and Cultural Heritage Grants Program through the SOCIETY from the State of Minnesota (MHS Grant Number: 1805-22280) the GRANTEE hereby agrees to the following for a period of ten (10) years:

1. The GRANTEE agrees to assume the cost of the continued maintenance and repair of said Property so as to preserve the architectural, historical, or archaeological integrity of the same in order to protect and enhance those qualities that made the property eligible for listing on the *National Register of Historic Places*.
2. The GRANTEE agrees that no visual or structural alterations will be made to the property without prior written permission of the SOCIETY.
3. The GRANTEE agrees that the SOCIETY, its agents or designees shall have the right to inspect the property at all reasonable times in order to ascertain whether or not the conditions of this agreement are being observed.

This agreement shall be enforceable in specific performance by a court of competent jurisdiction.

MINNESOTA HISTORICAL SOCIETY
345 Kellogg Boulevard West
Saint Paul, Minnesota 55102-1906

CITY OF SHAKOPEE

Mary Green-Toussaint
Contract Manager

signature – authorized officer

Date: _____

Date: _____
