

03-18-2025

**City Council Regular Meeting
Supplemental Packet**

City of Afton
3033 St. Croix Trl, P.O. Box 219
Afton, MN 55001

Meeting Date March 18, 2025

Council Action Memo

To: Mayor Palmquist and City Council Members
From: Ron Moorse, City Administrator
Date: March 14, 2025
Re: Phase 1 Archeological Survey of Former Herreid Property

The State Historic Preservation Office is requiring a Phase 1 Archeological Survey to be conducted on the former Herreid Property at the east end of 45th Street that was purchased by the City. The Phase 1 survey needs to be completed before any work is done on the property, particular any removals of structures. Staff has obtained proposals for the Phase 1 Survey. The lowest cost proposal is from Blondo Consulting, whom we have worked with in the past. The Blondo proposal is attached. The cost is \$24,126.50. This cost would be funded from the Park Reserve Fund. Staff recommends approval of the proposal at a cost not to exceed \$25,000, in case of additional necessary costs.

COUNCIL ACTION REQUESTED:

Motion regarding the proposal from Blondo Consulting for a Phase 1 Archeological Survey of the former Herreid property at a cost not to exceed \$25,000, to be funded from the Park Reserve Fund.

February 28, 2025

Ron Moorse
City Administrator
City of Afton
3033 St. Croix Trail
Afton, MN 55001

RE: Scope of Work and Fee Proposal: Phase I Archaeological Reconnaissance Survey for the Proposed Herreid Property Acquisition and Conservation Project, Afton, Washington County, Minnesota

Dear Ron,

In response to your request, Blondo Consulting, LLC (Blondo Consulting) has prepared the following Scope of Work and Fee Proposal for a Phase I Archaeological Reconnaissance Survey for the Proposed Herreid Property Acquisition and Conservation Project in Afton, Washington County, Minnesota, Township 28N, Range 20W, Section 26.

PROJECT UNDERSTANDING

The City of Afton (City) has received a DNR Scenic and Natural Areas Grant to assist in the purchase of the Herreid Property. Matching funds will be provided by Washington County for the overall project, and the City will contribute funds for certain project expenses including work needed to allow for public access and recreational use of the space, and completion of a stewardship/management plan. According to the City's grant application, the proposed project involves "Fee title acquisition of the 39.98-acre Susan Herreid property at the east end of 45th Street overlooking the St. Croix River. This acquisition will protect and provide public access to this Regionally Significant Ecological Area and Washington County high priority preservation area."

As a part of the project review, a Phase I Archaeological Survey will be completed within the defined Area of Potential Effect (APE), the parcel boundary focusing on the area where limited ground disturbing activities may occur. Due to the nature of the proposed project, the APE has been defined as the 39.98-acre property parcel. Although the property will be a "high priority preservation area", limited work may occur to trails and parking facilities to allow for public access and recreational use.

A preliminary look at online records suggests that the site has not been subject to archaeological survey and that there are no previously recorded or reported archaeological sites on the parcel. Remnants of a historic farmstead are still present and would be considered an indicator of the potential for a historic

archaeological site. The completion of a Phase I Reconnaissance Survey will help to understand past use of the area and answer the question of the presence/absence of archaeological material and features.

REVIEW AND COMPLIANCE

The proposed project is being reviewed under Minnesota State Statute 138 (Archaeology Fieldwork and Historic Sites Acts) due to Minnesota DNR grant funding. The presence of burial mounds, cemeteries, and/or human remains would trigger additional review under the Minnesota Private Cemeteries Act (MN Statute 307.08). Section 106 of the National Historic Preservation Act will be triggered should any federal agency become involved with the proposed project through land ownership, permitting, and/or funding. Additional studies may be required to comply with state or federal law.

Review of cultural resources studies may be done at the local level or at the state level by SHPO and OSA, or in the case of tribal involvement, a Tribal Historic Preservation Office (THPO). SHPO, THPO, and OSA require that surveys be conducted by a qualified professional who meets the Secretary of the Interior Professional Qualifications Standards as outlined in 36 CFR § 800.2(a)(1), and also outlines standards and guidelines for conducting work in the state. Federal, state, or local compliance requires an assessment of potential project effects on historic and cultural resources.

TEAM EXPERIENCE AND QUALIFICATIONS

Blondo Consulting has assembled a qualified team to ensure project success. Team members exceed the standards, requirements, and guidelines of local, state, and federal requirements. Both principal investigators are qualified for Minnesota State Licensure. Established in 2009, Blondo Consulting, LLC endeavors to balance the consideration of past resources with the accommodation of future goals. Our company has completed over 1,500 projects in 15 states across the country.

Steven J. Blondo, MA, owner of Blondo Consulting, holds a Master's degree in Anthropology (Cultural Heritage Studies) from the University of Minnesota. Steven meets Secretary of the Interior's Qualifications Standards and has been assisting clients with compliance related Cultural Resources work for over 20 years. Steven has established outstanding relationships with State SHPOs, OSAs, and many tribal offices by completing small to large and complex projects and coordinating client compliance repeatedly. Steven has conducted numerous archaeological investigations related to prehistoric and historic period sites and evaluated historic architectural properties for National Register of Historic Places (NRHP) eligibility.

Lindsey Reiners, MS, RPA holds a Master's degree in Cultural Resource Management: Archaeology from St. Cloud State University with an emphasis on prehistoric archaeology. Lindsey has eighteen years of experience as a field archaeologist and Principal Investigator throughout the Plains and Midwest. Lindsey has researched site history, located, excavated, and interpreted historic and prehistoric sites, authored a wide variety of reports, participated in client and stakeholder meetings, and coordinated and managed all aspects of project completion. Lindsey meets the Secretary of the Interior's Qualifications Standards and is also a Registered Professional Archaeologist.

SCOPE OF WORK

The attached Scope of Work and Cost Estimate covers all the necessary steps for completion of the Phase I Archaeological Reconnaissance Survey.

PHASE I ARCHAEOLOGICAL RECONNAISSANCE SURVEY

The following Scope of Work outlines the steps needed to complete field studies of the proposed project area. Tasks included in the Scope of Work range from background research into the history of the property to field studies to assess the presence or absence of archaeological materials, features, and sites. The tasks will result in the completion of a final report (project deliverable) that will meet the grant requirements.

Task 1. Administration/Project Management

Administration of the project will include management of scheduling, correspondence, project updates, and additional coordination and consultation as required. Meetings (in-person, via phone or zoom) will also be included under this task. Under Minnesota State Statute, all archaeological work on non-federal public land must be completed under a State Archaeological License (issued by the Office of the State Archaeologist). The application and issuance of a Phase I Archaeological License will be completed under this task.

Task 2. Background Research

Task 200 will commence with background research into the site parcel and one-mile radius to assess what has been previously identified or recorded. Under this task, Blondo Consulting will complete research regarding the history of the project area. Background literature searches through the OSA and SHPO online portals will assist in determining previous surveys and recorded and reported cultural resources in the area. Historic plat maps, aerial photographs, and research will be mapped for fieldwork and completion of a project report. The completed research will result in the development of a site specific historic context outlining what is currently known about the area and what may be expected to be identified.

Task 3. Mapping

Under Task 300, Blondo Consulting will prepare maps of background research results (recorded and reported sites and previously completed surveys). GIS Shapefiles of work completed and research results will be completed for project planning purposes.

Task 4. Archaeological Fieldwork

Under this task, Blondo Consulting will complete a field survey of the proposed project. Fieldwork will be conducted in accordance with SHPO requirements. Where ground visibility is good (greater than 25 percent) and topography slope is greater than 20 degrees, pedestrian survey may be conducted. Ground visibility of less than 25 percent on average and slope less than 20 degrees would necessitate the use of shovel testing to examine subsurface soils and identification of archaeological sites within the project area. It is anticipated that field conditions will allow for pedestrian survey within the majority of the project area, supplemented with shovel testing in high potential areas. Shovel testing is recommended for areas within previously recorded and reported archaeological sites and within areas where ground disturbance is likely to occur. The results of this survey will assist in project planning: identifying areas

which have or may have the potential to contain previously recorded and unrecorded archaeological and historic sites.

Shovel testing consists of excavation of an approximately 30 to 40-centimeter (one foot) diameter hole through the ground and into subsoil (typically no more than one meter (three feet)). All soils are screened through ¼-inch wire mesh to identify cultural materials. Shovel test holes are photographed, and a written description of soils and findings are completed. Standard protocols follow an interval between shovel testing of fifteen meters (approximately 50 feet). When cultural material is identified, a shovel test is considered “positive” and additional testing is completed. From a “positive” shovel test, a series of radial shovel tests are excavated, in the four cardinal directions at a five-meter (approximately fifteen-foot) distance. Within previously recorded archaeological sites, confirmation of site boundaries may be necessary. Evaluation of these sites (and any new sites) will not be included in this scope of work but may be required as a next step in the process. The Cost Estimate below assumes no more than 100 shovel tests.

Task 5. Artifact Analysis and Cataloging

Included in Task 5 is analysis of the artifact assemblage and cataloging of individual artifacts prior to long term storage. Curation of artifacts will be at the Minnesota Historical Society. It is assumed that total artifacts will not exceed 50. If no artifacts or archaeological material is recovered, this task will not be needed.

Task 6. Completion of Site Forms and Project Report

Under this task, Blondo Consulting will complete project deliverables including new or updated site forms and a final report covering work completed on the project. Updates to and completion of new archaeological site forms are completed if previously reported or recorded sites are within the project area or if a new site is identified during the fieldwork process. It is assumed that no more than two new or updated site forms will be required. If there are no artifacts or sites this task will not be needed.

The final report will include field results, mapping, photographs, and additional documentation. This report will meet SHPO standards for Section 106 compliance (a standard for all archaeological work completed in the state) and is required as a condition of OSA state licensure. After the review of a draft report, client edits and comments will be addressed before finalizing the report. Once the final report is completed, Blondo Consulting will assist in submittal of this report to appropriate agencies. Agencies have a 30-day comment period in which to review the submitted materials. At that time, a letter will be issued to the client.

Additional tasks required will follow completion of Cultural Resources Assessment and be detailed as appropriate in a separate Scope of Work and Cost Estimate which would act as an extension of the original contract.

PROJECT SCHEDULE

Upon Notice to Proceed, a more detailed project schedule may be developed. The following timeline is offered for purposes of understanding the cultural resources review process.

Date	Description
March 28, 2025	Project Award and Notice to Proceed (on or before)
April 2025	Background Research Completed, License Issued
May-June 2025	Archaeological Fieldwork Completed (weather permitting)
July 2025	Draft Report submitted to client
July 2025	Draft Report comments received from client
August 2025	Final Report submitted to client
August 2025	Final Report submitted to SHPO by client
September 2025	End of 30 day comment period – expect SHPO comment

PROJECT ASSUMPTIONS

The cost estimate below is based on the following assumptions:

- Fieldwork estimates based on 5-day weeks, work will not take place on weekends or holidays;
- Onsite time not to exceed 12-hour days;
- APE will be staked or otherwise clearly marked in the field;
- Blondo Consulting will have access to the project area, public and private property;
- Shovel Tests will not exceed 100;
- Artifacts recovered will not exceed 50;
- Site recording of new or updated forms will not exceed 2;
- Artifact curation costs are estimated at the Minnesota Historical Society (MNHS) rates;
- Four weeks for mobilization following authorization to proceed;
- Expenses are based on 2025 IRS rates.

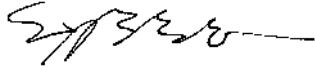
COST ESTIMATE

Blondo Consulting hourly rates range from \$90/hour to \$160/hour. Onsite Archaeological Monitors are billed at an hourly rate of \$125/hour to \$150/hour. Project expenses are based on federal per diem rates. The following cost estimates are based on what is currently known about the project area and past best practices for completion of similar projects.

Phase I Archaeological Reconnaissance Survey	
<i>Task 1. Administration/Project Management.....</i>	<i>\$1,680.00</i>
<i>Task 2. Background Research.....</i>	<i>\$1,300.00</i>
<i>Task 3. Mapping.....</i>	<i>\$2,500.00</i>
<i>Task 4. Archaeological Fieldwork</i>	<i>\$9,000.00</i>
<i>Task 5. Artifact Analysis and Cataloging.....</i>	<i>\$2,000.00</i>
<i>Task 6. Completion of Site Forms and Project Report.....</i>	<i>\$4,790.00</i>
Total Cost (Labor).....	\$21,270.00
Expenses.....	\$2,856.50
Phase I Survey PROJECT TOTAL.....	\$24,126.50

A signed and returned copy of this proposal will serve as our authorization to proceed. Fees estimated in this proposal are based on our assumptions that you will authorize this work by March 28, 2025. Please let me know if you have any questions or comments regarding this proposal.

Sincerely,

A handwritten signature in black ink, appearing to read "SJB", followed by a horizontal line.

Steven J. Blondo MA
Blondo Consulting, LLC

Attachments: General Conditions

BLONDO CONSULTING, LLC SERVICES AGREEMENT

This Services Agreement ("Agreement") is made as of the 28 February 2025 between Blondo Consulting, LLC (the "Company"), and the City of Afton (the "Client"). The parties agree as follows:

1. SERVICES. Upon the terms and subject to the conditions set forth in this Agreement, Blondo Consulting shall provide cultural resources consulting to the Client, the specific scope and nature of which are set forth in the attached Letter Proposal, which is incorporated in to this Agreement by reference (the "Services"). The Client agrees to answer questions and/or supply Blondo Consulting with information and materials that are reasonably necessary or advisable to properly perform the Services. In the event that the scope and/or nature of the Services changes during such time as this Agreement is in effect, with the Client's approval, Blondo Consulting will undertake the performance of the additional and/or modified Services at Blondo Consulting's standard hourly rate(s) and this Agreement shall govern such Services, unless the parties agree to alternate terms by separate written agreement signed by them both.

2. PAYMENT. In consideration of the Services, the Client agrees to pay Blondo Consulting according to specific terms set forth in the Letter Proposal. Unless the Letter Proposal states otherwise, Blondo Consulting will prepare and submit to the Client a monthly invoice showing the amounts due under the terms of this Agreement. The Client agrees to pay each invoice within 30 days of receipt. If the Client fails to remit payment in full within 30 days, Blondo Consulting reserves the right to charge interest on the outstanding amount at the rate of no less than 1.25% and no more than the highest, non-usurious rate permitted by law. In addition, upon seven days written notice to the Client, Blondo Consulting may, without liability, suspend services under this Agreement until all invoices have been paid in full. Payments will be credited first to interest and then to principal.

The Client will pay Blondo Consulting on an hourly basis at the applicable rates as set forth in the Letter Proposal. Alternatively, Blondo Consulting may agree to undertake work on a flat-fee basis, and shall pay the portion of the flat-fee due upon the intervals set forth in the Letter Proposal. In addition to the payment of fees for services, the Client agrees to reimburse Blondo Consulting for all non-ordinary, out-of-pocket expenses incurred by Blondo Consulting or its affiliates in connection with the Services rendered by them hereunder, provided, however, that the non-ordinary, out-of-pocket expenses are pre-approved by the Client before Blondo Consulting incurs them.

3. TERMINATION AND SUSPENSION. Either party may terminate this Agreement upon providing written notice to the other party of that party's default under this Agreement and the breaching party's failure to cure such default within 30 days of such notice. Blondo Consulting may, without liability, terminate this Agreement upon seven days written notice if (a) Blondo Consulting, in its reasonable discretion, believes that the Client has requested Blondo Consulting to furnish or perform services contrary to Blondo Consulting's responsibilities as a licensed professional or (b) the Services are delayed or suspended for more than 90 days for reasons beyond Blondo Consulting's control. The Client may terminate this Agreement for convenience, upon 30 days written notice to Blondo Consulting.

The parties acknowledge that the Services required by this Agreement do not include any services related to a Hazardous Environmental Condition, which includes the presence of asbestos, PCB's, petroleum, hazardous substances or waste, and radioactive materials. If a Hazardous Environmental Condition becomes present at the work site where the Services are to be performed, Blondo Consulting may, without liability, suspend performance of the Services on the portion of the project affected thereby until Client: (i) retains appropriate specialist consultants or contractors to identify and, as appropriate, abate, remediate, or remove the Hazardous Environmental Condition; and (ii) warrants that the Site is in full compliance with applicable Laws and Regulations.

4. CONFIDENTIALITY. Each party acknowledges that in connection with this Agreement it may receive confidential or proprietary information of the other party. Each party shall hold such confidential or proprietary information in strict confidence and shall not disclose it to any third party other than as expressly authorized by the disclosing party or as required to perform its obligations under this Agreement. Information in the public domain through no fault of the receiving party shall not be considered confidential for purposes of this Agreement. The parties expressly acknowledge and agree that Blondo Consulting may disclose and otherwise promote the fact of Blondo Consulting's relationship with the Client and information about the nature of the Services performed under this Agreement.

5. NON-SOLICITATION. During the term of this Agreement and for a period of one (1) years thereafter, Client shall not hire or otherwise solicit the services of any subcontractor of Blondo Consulting, without Blondo Consulting's express prior written consent. In the event that Client wishes to engage the services of such subcontractor while this restrictive covenant is in effect, Client may do so by contacting Blondo Consulting and negotiating a buyout of the subcontractor's services from Blondo Consulting.

6. INTELLECTUAL PROPERTY. Materials that contain the Client's data that Blondo Consulting has obtained or generated as part of the Services shall be the Client's exclusive property. Proprietary processes and constructs developed or created by Blondo Consulting in connection with the Services, including design documents prepared for the Client or furnished to the Client by Blondo Consulting, shall be Blondo Consulting's exclusive property. Blondo Consulting hereby grants the Client an unlimited and perpetual license to use such proprietary processes and constructs.

7. REPRESENTATIONS AND WARRANTIES. Blondo Consulting shall use the standard of care and skill ordinarily used by members of the professional archaeological and related services industry practicing under similar circumstances at the same time and in the same locality as the Services subject to this Agreement. Other than as expressly represented in this Agreement, Blondo Consulting makes no warranties and explicitly disclaims warranties of any kind, whether express or implied, under this Agreement or otherwise, in connection with the Services. Client grants to Blondo Consulting, and, if the project site is not owned by Client, warrants that permission has been granted for, a right of entry from time to time by Blondo Consulting, its employees, agents and subcontractors, upon the project site for the purpose of providing the Services.

8. LIABILITY. Blondo Consulting is not liable for any cost, damage, expense, or loss of Client or any other person or entity arising or resulting, directly or indirectly, from the failure of Blondo Consulting

to perform any of the Services described hereunder or the misperformance of any such Services, except to the extent such failure to perform or such misperformance is the result of Blondo Consulting's willful misconduct or gross negligence, in which event Blondo Consulting's liability shall not exceed its fee for such Services hereunder for the period in question.

9. **INDEMNIFICATION.** Each party agrees to indemnify and hold harmless the other party from any and all damages, liabilities, costs, losses, or expenses arising out of any claim, demand, or action by a third party arising out of any breach of the indemnifying party's responsibilities, obligations, representations or warranties under this Agreement. Client specifically acknowledges that the use of investigative equipment and practices may unavoidably alter the existing site conditions and affect the environment in the area being studied, despite, the use of reasonable care and, Client shall indemnify and hold Blondo Consulting harmless from claims of any kind and nature related to the alteration of the project site by Blondo Consulting during the provisions of the Services. Each party hereby waives against the other party, including that party's employees, officers, directors, agents, insurers, partners, and consultants, any and all claims for entitled to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to the Project. Blondo Consulting's total liability to client under this Agreement shall be limited to the total amount of compensation received by Blondo Consulting under this Agreement.

10. **RELATIONSHIP.** Blondo Consulting is an independent contractor of the Client. This Agreement does not create an employment, agency, partnership, or joint venture relationship as between the parties. In performing the Services set forth in this Agreement, Blondo Consulting will have neither express nor implied power to execute agreements on the Client's behalf or in any manner bind the Client as to any matter not within the scope of this Agreement.

11. **EXCLUSIVITY.** The parties expressly acknowledge that this Agreement does not create an exclusive relationship between the parties. The Client is free to engage, and Blondo Consulting is free to offer and to perform, services of the same or similar nature to the Services under this Agreement.

12. **NOTICES.** All notices provided for in this Agreement shall be in writing and shall be deemed to have been duly given if delivered personally, via email, facsimile, or US mail return receipt requested and postage prepaid. Any party may change the address to which notices hereunder are to be sent to it by giving written notice of such change of address in the manner herein provided for giving notice. Any notice delivered personally, via email or facsimile shall be deemed to have been given on the date it is so delivered, and any notice delivered by US mail shall be deemed to have been duly given three business days after it is sent to the intended recipient at the address set forth above.

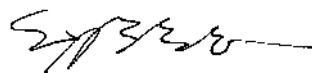
13. **APPLICABLE LAW.** This agreement shall be construed in accordance with and governed by the laws of the State of Minnesota without regard to the conflict of law provisions thereof.

14. **MISCELLANEOUS.** (a) No Waiver. A failure of any party to insist in any instance upon the strict and punctual performance of any provision of this Agreement shall not constitute a continuing waiver of such provision. (b) Severability. If any provision of this Agreement is deemed invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall be unaffected thereby and shall remain

binding and in full force and effect. (c) Amendment. This Agreement may be amended or modified only by a written instrument signed by each of the parties hereto. (d) Survival. All rights and obligations of the parties to this Agreement, other than the obligation to perform and/or purchase Services, shall survive expiration or termination of this Agreement. (e) Assignment. The Client may not assign, encumber, or transfer its rights or obligations under this Agreement without Blondo Consulting's written consent. (f) Force Majeure. Neither party shall be considered in breach of this Agreement if the party is unable to perform hereunder due to fire, natural disaster, labor dispute, act of God or any other event beyond the party's control. (g) Captions. The numbering and captions in this Agreement are for convenience and reference only. (h) Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and supersedes all prior agreements and understandings, either or oral or written with respect thereto.

The City of Afton

BLONDO CONSULTING, LLC



BY: _____

BY: Steven J. Blondo, President