

Meeting: Board of Managers
Meeting date: 12/17/2020
Agenda Item #: 11.2
Request for Board Action

Title: Auburn Carp Barrier Construction

Resolution number: Resolution 20-095: Approval of Plans for Auburn Barrier Construction

Resolution 20-096: Approval of Agreement with Three Rivers Park District for Auburn

Barrier

Prepared by: Name: Anna Brown

Phone: (952) 641-4522

abrown@minnehahacreek.org

Reviewed by: Name/Title: Michael Hayman, Project Planning Manager

Recommended action: Approve the final plans for the Auburn Barrier and authorize staff to solicit quotes for

construction

Approve the agreement with TRPD providing for construction of the barrier in Carver

Park Reserve and the development of a maintenance agreement

Schedule: January 2021: Contract award for construction

May 2021: Barrier construction complete

Budget considerations: Fund name and code: SMCHB Habitat Restoration Program (5-5007)

Fund budget: \$567,000

Expenditures to date: \$395,195
Requested amount of funding: N/A

Past Board action: Res # 17-036 Authorization to request funding from the Lessard Sams Outdoor

Heritage Council

Res # 18-021 Contract award for carp barrier design

Res # 19-102 Approval of plans and authorization to solicit quotes for carp barrier

construction

Res # 20-079 Approval of design scope for West Auburn barrier design

Summary:

In September 2017, the Lessard Sams Outdoor Heritage Council recommended the Six Mile Creek-Halsted Bay (SMCHB) Habitat Restoration Project for \$567,000 to the Minnesota State Legislature. The funding bill was approved by the legislature and the grant period began on July 1, 2018.

Consistent with the accomplishment plan approved by the Lessard Sams Outdoor Heritage Council, the grant funds will be used to pay for the capital cost of barrier installation, utility installation for aeration, and the fish removal contracts. The District match includes equipment for removal and monitoring, the aeration units, and design services.

In March 2018, the MCWD Board of Managers awarded a contract with Wenck Associates to design barriers at four locations. The first three barriers – Wassermann, Crown College, and Highland Road – were designed in 2018 and constructed in the winter of 2019.

The design for the fourth barrier, at the outlet of West Auburn Lake, was first completed in December 2019 and quotes were competitively solicited. The barrier location presented some construction challenges, including sediment

accumulation requiring channel dredging and difficult construction access. Furthermore, the relatively warm weather and high water conditions last winter created further uncertainty for construction. As such, the quote submitted by Blackstone Contractors exceeded the project budget, and staff determined that evaluating relocation of the barrier was prudent.

After examining alternative barrier locations, staff recommended moving the barrier upstream to co-locate it with a culvert under Carver Park Road. In October 2020, the Board approved a design scope for the redesign of the barrier at that location.

Resolution 20-095: Approval of Plans and Specs for Auburn Barrier Construction

At the December 17, 2020 Board Meeting, staff is seeking approval of the plans and specifications for the Auburn barrier. The barrier follows MCWD's standard design, which has been retrofitted for this new location. Staff will also seek authorization to solicit quotes for contract award in January.

The opinion of probable cost for this design is \$43,000, which exceeds the \$30,000 LSOHC budget. Staff and the design engineers continue to look for design modifications to reduce costs. If submitted quotes exceed the \$30,000 budget, staff recommends pursuing a grant amendment that will reallocate dollars from the removal budget towards this barrier.

Resolution 20-096: Approval of Agreement with Three Rivers Park District for Auburn Barrier

In order to facilitate the construction of this barrier within Carver Park Reserve, staff are seeking approval of a cooperative agreement with Three Rivers Park District (TRPD). The agreement primarily provides for construction of the barrier, as well as for the development of a maintenance agreement between the two agencies. Prior to development and approval of said maintenance agreement, all maintenance responsibilities will fall on MCWD.

The attached agreement was approved by the TRPD Board in January 2020, however, when MCWD opted to not award a construction contract, MCWD Board approval was postponed until a decision could be made on the best alternative for barrier installation. Now, with the project advancing towards construction, staff are seeking approval of the cooperative agreement.

Supporting documents (list attachments):

- Auburn Barrier Plans and Specifications
- Cooperative Agreement Lake Auburn Carp Barrier



Secretary

RESOLUTION

| Resolution number: 20-095 Title: Approval of Plans for Auburn Barrier Construction | | | |
|---|--|--|--|
| | | | |
| WHEREAS, | in September 2017, the Lessard Sams Outdoor Heritage Council recommended the SMCHB Habitat Restoration project for \$567,000 in funding, and in May of 2018 the funding was approved by the Minnesota Legislature; | | |
| WHEREAS, | in March 2018, the MCWD Board of Managers authorized a contract with Wenck Associates to complete barrier design, including the development of plans and specification, and facilitation of the quote process for construction services for four carp barriers; | | |
| WHEREAS, | in winter 2018-2019 the first three carp barriers were installed at Highland Road, Crown College, and the Lake Wassermann outlet, and the construction of the fourth barrier will follow the standard design established through that design and construction process; | | |
| WHEREAS, | in December 2019, the MCWD Board of Managers approved plans for the Auburn Carp Barrier, and authorized staff to solicit quotes for its construction; and in January 2020 opted to not award a contract at staff's recommendation due to budget shortfalls; | | |
| WHEREAS, | In October 2020, the MCWD Board of Managers approved a design scope for the relocation and redesign of the Auburn carp barrier, and that design is now complete. | | |
| | ORE, BE IT RESOLVED, that the Minnehaha Creek Watershed District Board of Managers approves the er construction at the outlet of West Auburn Lake; and | | |
| BE IT FURTHER | RESOLVED that the MCWD Board of Managers authorizes staff to solicit quotes for construction. | | |
| Resolution Number 20- 095 was moved by Manager, seconded by Manager Motion to adopt the resolution ayes, nays,abstentions. Date: 12/17/2020 | | | |

Date: _____



RESOLUTION

Resolution number: 20-096

| Title: Approva | al of Agreement with Three Rivers Park District for Auburn Barrier | | |
|----------------|---|--|--|
| WHEREAS, | beginning in 2016, MCWD led in the development of a comprehensive restoration strategy for the SMCHB subwatershed to achieve the District's goals of protecting and improving water quality, water quantity, ecological integrity, and thriving communities through land use and water integration, and includes rough fish management as a principle strategy for restoration; | | |
| WHEREAS, | in September 2017, the Lessard Sams Outdoor Heritage Council recommended the SMCHB Habitat Restoration project for \$567,000 in funding, and in May of 2018 the funding was approved by the Minnesota Legislature; | | |
| WHEREAS, | in March 2018, the MCWD Board of Managers authorized a contract with Wenck Associates to complete barrier design, including the development of plans and specification, and facilitation of the quote process for construction services, for four carp barriers; | | |
| WHEREAS, | in winter 2018-2019, the first three carp barriers were installed at Highland Road, Crown College, and the Lake Wassermann outlet, and the construction of the fourth barrier will follow the standard design established through that design and construction process; | | |
| WHEREAS, | in December 2019, the MCWD Board of Managers approved plans for the Auburn Carp Barrier, and authorized staff to solicit quotes for its construction; and in January 2020 opted to not award a contract at staff's recommendation due to budget shortfalls; | | |
| WHEREAS, | in October 2020, the MCWD board of Managers approved a design scope for the relocation and redesign of the Auburn carp barrier, and that design is now complete; | | |
| WHEREAS, | the Auburn carp barrier is to be located at the outlet of West Auburn Lake in Carver Park Reserve, which is owned and operated by Three Rivers Park District (TRPD); | | |
| WHEREAS, | staff and legal counsel have developed a cooperative agreement to provide for the construction of the carp barrier and development of a maintenance agreement with TRPD, which was approved the TRPD Board in January 2020. | | |
| Board Presider | ORE, BE IT RESOLVED, that the Minnehaha Creek Watershed District Board of Managers authorizes the nt, on advice of Counsel, to execute a cooperative agreement with Three Rivers Park District for the f the Auburn carp barrier. | | |
| | mber 20- 096 was moved by Manager, seconded by Manager Motion to lution ayes, nays,abstentions. Date: 12/17/2020 | | |
| | Date: | | |

Secretary



MINNEHAHA CREEK WATERSHED DISTRICT 15320 MINNETONKA BLVD MINNETONKA, MN 55345 (P) - 952-471-0590 CONTACT: ANNA BROWN

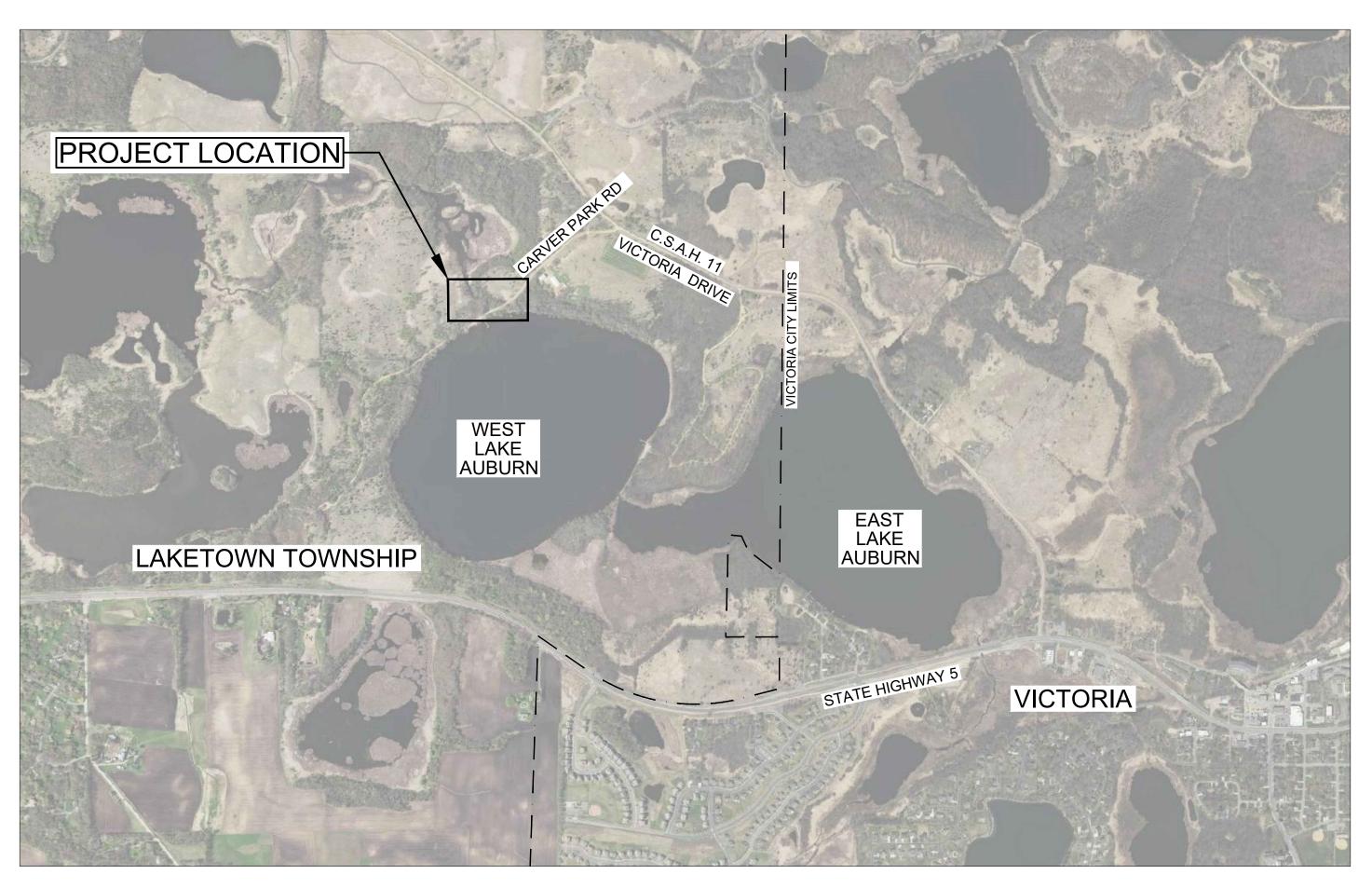
ENGINEER



WENCK ASSOCIATES, INC.
7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
(P) - 763-252-6800
CONTACT: CHRIS MEEHAN, P.E.

SITE CONSTRUCTION PLANS FOR LAKE AUBURN CARP BARRIER PREPARED FOR MINNEHAHA CREEK WATERSHED DISTRICT

NOVEMBER 2020

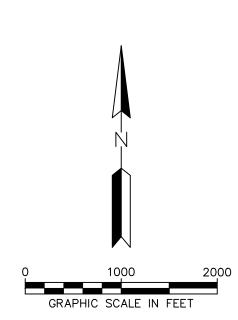


VICINITY MAP



THIS PLAN SET CONTAINS 7 SHEETS

| SHEET INDEX | | |
|--------------|----------------------------|--|
| SHEET NUMBER | SHEET TITLE | |
| G-100 | COVER SHEET | |
| C-100 | EXISTING CONDITIONS | |
| C-101 | SITE PLAN | |
| C-800 | DETAILS | |
| C-801 | DETAILS | |
| S-100 | BARRIER PLAN AND ISO VIEW | |
| S-101 | BARRIER DETAILS | |



WARNING:

THE CONTRACTOR SHALL BE RESPONSIBLE FOR CALLING FOR LOCATIONS OF ALL EXISTING UTILITIES. THEY SHALL COOPERATE WITH ALL UTILITY COMPANIES IN MAINTAINING THEIR SERVICE AND/OR RELOCATION OF LINES.

THE CONTRACTOR SHALL CONTACT GOPHER STATE ONE CALL AT 651-454-0002 AT LEAST 48 HOURS IN ADVANCE FOR THE LOCATIONS OF ALL UNDERGROUND WIRES, CABLES, CONDUITS, PIPES, MANHOLES, VALVES OR OTHER BURIED STRUCTURES BEFORE DIGGING. THE CONTRACTOR SHALL REPAIR OR REPLACE THE ABOVE WHEN DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

CALL BEFORE YOU DIG

GOPHER STATE ONE CALL

TWIN CITY AREA: 651-454-0002 TOLL FREE 1-800-252-1166 7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268

MINNEHAHA CREEK VATERSHED DISTRICT



KE AUBURN RP BARRIER

LAK

DESCRIPTION: ISSUE NO.:

CONSTRUCTION PLANS v2 2

CONCEPT UPSTREAM 3

DATE: 1/2/2020 6/17/2020 1/11/2020

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PROPERTY OF THE SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDERWY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE AWS OF THE STATE OF MINNESO

PROJECT NO.: 0185-0123

DWN BY: CHK'D BY: APP'D BY:

 DWN BY:
 CHK'D BY:
 APP'D BY:

 MJK
 ERM
 CJM

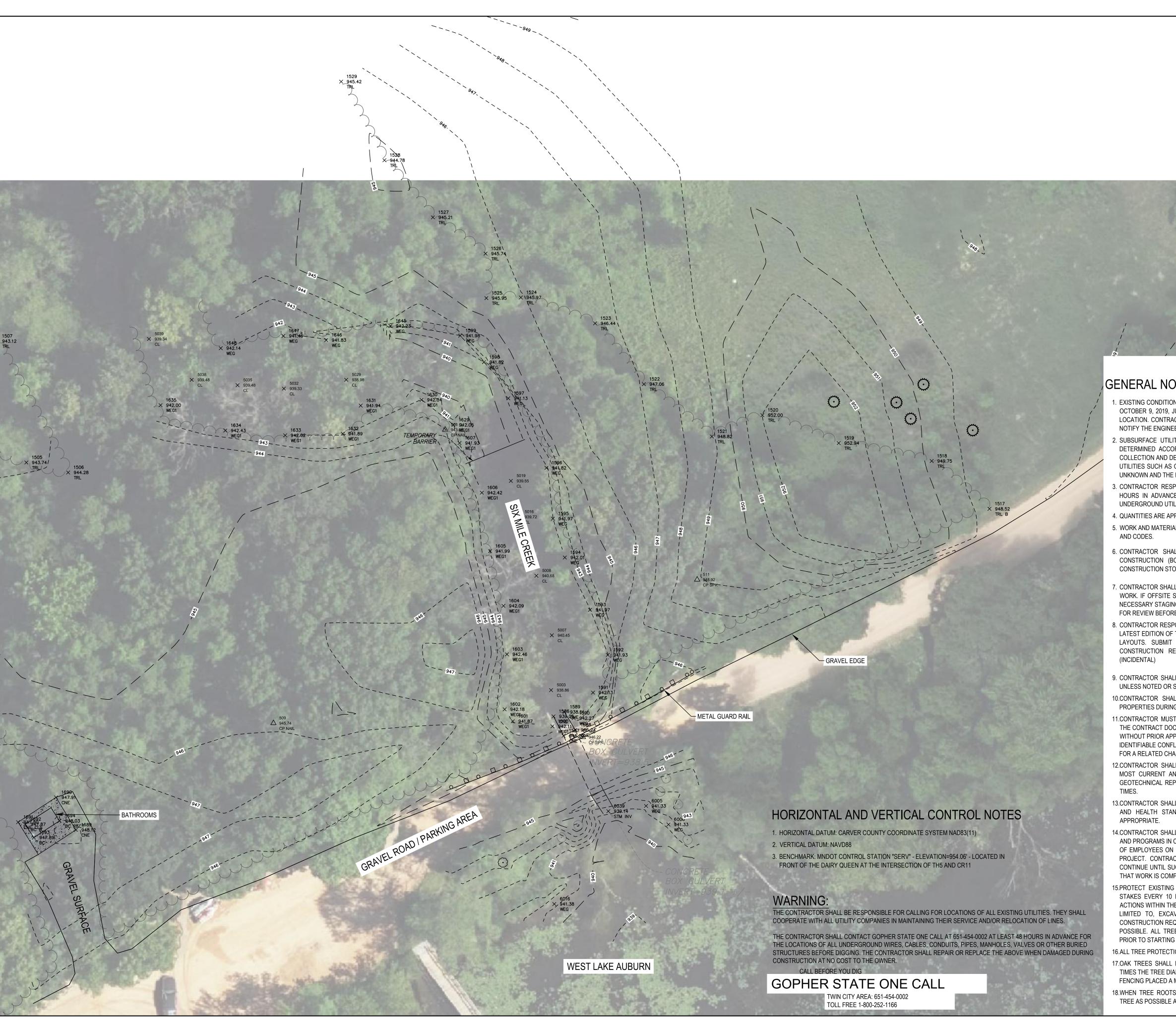
 ISSUE DATE:
 11/11/2020

ISSUE NO.:
SHEET TITLE:

COVER SHEET

G-100

5_DESIGN\1_CAD\3 PLANSHEETS\G-100 Cover Sheet.c





7500 OLSON MEMORIAL HWY SUITE 300

GOLDEN VALLEY, MN 55427 PHONE: 763-252-6800 FAX: 952-831-1268 WWW.WENCK.COM

UBURN ARRIER

 \Box

GENERAL NOTES

. EXISTING CONDITIONS SHOWN ARE FROM A TOPOGRAPHIC SURVEY'S COMPLETED BY WENCK ASSOCIATES DATED OCTOBER 9, 2019, JUNE 18, 2020, AND NOVEMBER 10, 2020. EXISTING FEATURES MAY NOT BE EXACT TO THEIR LOCATION. CONTRACTOR RESPONSIBLE FOR VERIFYING THE CONDITIONS OF THE SITE AND MUST IMMEDIATELY NOTIFY THE ENGINEER OF DISCREPANCIES OR VARIATIONS FROM THE DRAWINGS

—————— EASEMENT LINE

EXISTING MINOR CONTOUR

EXISTING EDGE OF GRAVEL

EXISTING DECIDUOUS TREE

EXISTING CONCRETE SURFACE

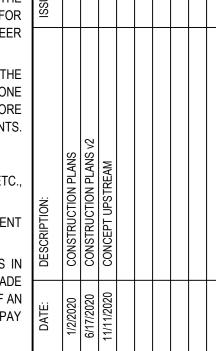
— EXISTING MAJOR CONTOUR

EXISTING TREE LINE

- . SUBSURFACE UTILITY INFORMATION IN THIS PLAN IS UTILITY QUALITY LEVEL D. THIS QUALITY LEVEL WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-2 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA". EXACT LOCATION/DEPTH OF SUBSURFACE UTILITIES SUCH AS GAS, TELEPHONE, FIBER OPTIC, SEWER, WATER, PIPELINES, ELECTRICAL, AND CABLE TV ARE UNKNOWN AND THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE
- . CONTRACTOR RESPONSIBLE FOR CONTACTING GOPHER STATE ONE CALL (1-800-252-1166) A MINIMUM OF 48 HOURS IN ADVANCE (EXCLUDING HOLIDAYS AND WEEKENDS) BEFORE STARTING WORK FOR LOCATIONS OF UNDERGROUND UTILITIES.
- 4. QUANTITIES ARE APPROXIMATE, AND MAY VARY TO ALLOW COMPLETION OF WORK.

LEGEND

- 5. WORK AND MATERIALS MUST COMPLY WITH CITY, COUNTY, STATE, AND FEDERAL (INCLUDING OSHA) REGULATIONS
- 6. CONTRACTOR SHALL COORDINATE AND MAINTAIN STORMWATER DRAINAGE CONVEYANCE THROUGHOUT CONSTRUCTION (BOTH PIPED AND OVERLAND FLOW). CONTRACTOR TO ENSURE ALL AREAS RECEIVING CONSTRUCTION STORMWATER RUNOFF TO BE PROTECTED PER NPDES PERMIT.
- CONTRACTOR SHALL COORDINATE CONSTRUCTION STAGING, ON OR OFFSITE, AS NECESSARY TO COMPLETE THE WORK. IF OFFSITE STAGING AREA IS REQUIRED, CONTRACTOR IS RESPONSIBLE TO FIND, OBTAIN, AND PAY FOR NECESSARY STAGING AREA AT NO ADDITIONAL COST TO THE OWNER. SUBMIT A STAGING PLAN TO THE ENGINEER FOR REVIEW BEFORE STARTING WORK. (INCIDENTAL)
- 8. CONTRACTOR RESPONSIBLE FOR ALL TRAFFIC CONTROL. TRAFFIC CONTROL MUST BE IN ACCORDANCE WITH THE LATEST EDITION OF THE MN MUTCD, INCLUDING LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS. SUBMIT TRAFFIC CONTROL PLAN TO OWNER, TRPD, AND ENGINEER FOR REVIEW BEFORE CONSTRUCTION RELATED ACTIVITIES. PLANS MUST COMPLY WITH APPLICABLE PERMIT REQUIREMENTS.
- 9. CONTRACTOR SHALL PRESERVE AND PROTECT EXISTING PAVEMENT, SITE FEATURES, UTILITIES, TREES, ETC., UNLESS NOTED OR SHOWN OTHERWISE.
- 10.CONTRACTOR SHALL TAKE ALL PRECAUTIONS NECESSARY TO AVOID PROPERTY DAMAGE TO ADJACENT PROPERTIES DURING CONSTRUCTION AND WILL BE HELD SOLELY RESPONSIBLE FOR ANY DAMAGES.
- 1.CONTRACTOR MUST IMMEDIATELY NOTIFY THE OWNER AND ENGINEER OF DISCREPANCIES OR CONFLICTS II THE CONTRACT DOCUMENTS BEFORE COMMENCING WORK. NO FIELD CHANGES OR DEVIATIONS ARE TO BE MADE WITHOUT PRIOR APPROVAL FROM THE OWNER AND ENGINEER. FAILURE TO NOTIFY OWNER AND ENGINEER OF AN IDENTIFIABLE CONFLICT BEFORE PROCEEDING WITH INSTALLATION RELIEVES OWNER OF ANY OBLIGATION TO PAY FOR A RELATED CHANGE ORDER.
- 2.CONTRACTOR SHALL HAVE ONE COPY OF EACH REQUIRED CONSTRUCTION PERMIT AND ONE COPY OF THE MOST CURRENT AND COMPLETE SET OF CONSTRUCTION DOCUMENTS (INCLUDING PLANS, SPECIFICATIONS, GEOTECHNICAL REPORT AND SPECIAL CONDITIONS AND PROVISIONS) AVAILABLE AT THE PROJECT SITE AT ALL
- 13.CONTRACTOR SHALL PLAN FOR AND ENSURE PERSONNEL COMPLY WITH BASIC PROVISIONS OF OSHA SAFETY AND HEALTH STANDARDS (29 CFR 1910) AND GENERAL CONSTRUCTION STANDARDS (29 CFR 1926) AS
- 4.CONTRACTOR SHALL BE RESPONSIBLE FOR INITIATING, MAINTAINING, AND SUPERVISING SAFETY PRECAUTIONS AND PROGRAMS IN CONNECTION WITH WORK. CONTRACTOR SHALL TAKE NECESSARY PRECAUTIONS FOR SAFETY OF EMPLOYEES ON PROJECT SITE AND OTHER PERSONS AND ORGANIZATIONS WHO MAY BE AFFECTED BY THE PROJECT. CONTRACTOR'S DUTIES AND RESPONSIBILITIES FOR SAFETY IN CONNECTION WITH WORK SHALL CONTINUE UNTIL SUCH TIME AS ALL WORK IS COMPLETED, AND ENGINEER HAS ISSUED NOTICE TO CONTRACTOR THAT WORK IS COMPLETE.
- 5.PROTECT EXISTING TREES THAT ARE NOT REMOVED. INSTALL ORANGE MESH FENCING, 4 FEET HIGH, WITH STAKES EVERY 10 FEET, 5 FEET OUTSIDE OF THE DRIPLINE OF ALL PRESERVED TREES. DO NOT PERFORM ACTIONS WITHIN THE PROTECTED AREA THAT MAY HARM THE TREE AND COMPACT THE SOIL, INCLUDING, BUT NOT LIMITED TO, EXCAVATION, STORING MATERIALS, PARKING AND TRAFFIC DURING CONSTRUCTION. WHERE CONSTRUCTION REQUIRES DISTURBANCE WITHIN THE PROTECTED AREAS, DISTURB THE ROOT ZONE AS LITTLE AS SUBJECT DATE: POSSIBLE. ALL TREE PROTECTION MEASURES SHALL BE DIRECTED AND VERIFIED BY OWNER AND ENGINEER PRIOR TO STARTING CONSTRUCTION.
- 16.ALL TREE PROTECTION FENCING MUST BE IN PLACE PRIOR TO BEGINNING CONSTRUCTION AND TREE REMOVALS.
- 7.OAK TREES SHALL BE PROTECTED WITH CONSTRUCTION FENCING A MINIMUM DISTANCE EQUAL TO 1.5 FEET TIMES THE TREE DIAMETER IN INCHES AT 4.5 FEET ABOVE GROUND (I.E. 12 INCH DIAMETER OAK TREE WOULD HAVE FENCING PLACED A MINIMUM OF 18 FOOT RADIUS AROUND THE TREE).
- 18. WHEN TREE ROOTS ARE ENCOUNTERED THAT MUST BE REMOVED, CUT ROOTS CLEANLY AS FAR FROM THE TREE AS POSSIBLE AND IMMEDIATELY WATER AND BACKFILL OVER THE ROOTS TO PREVENT DRYING.



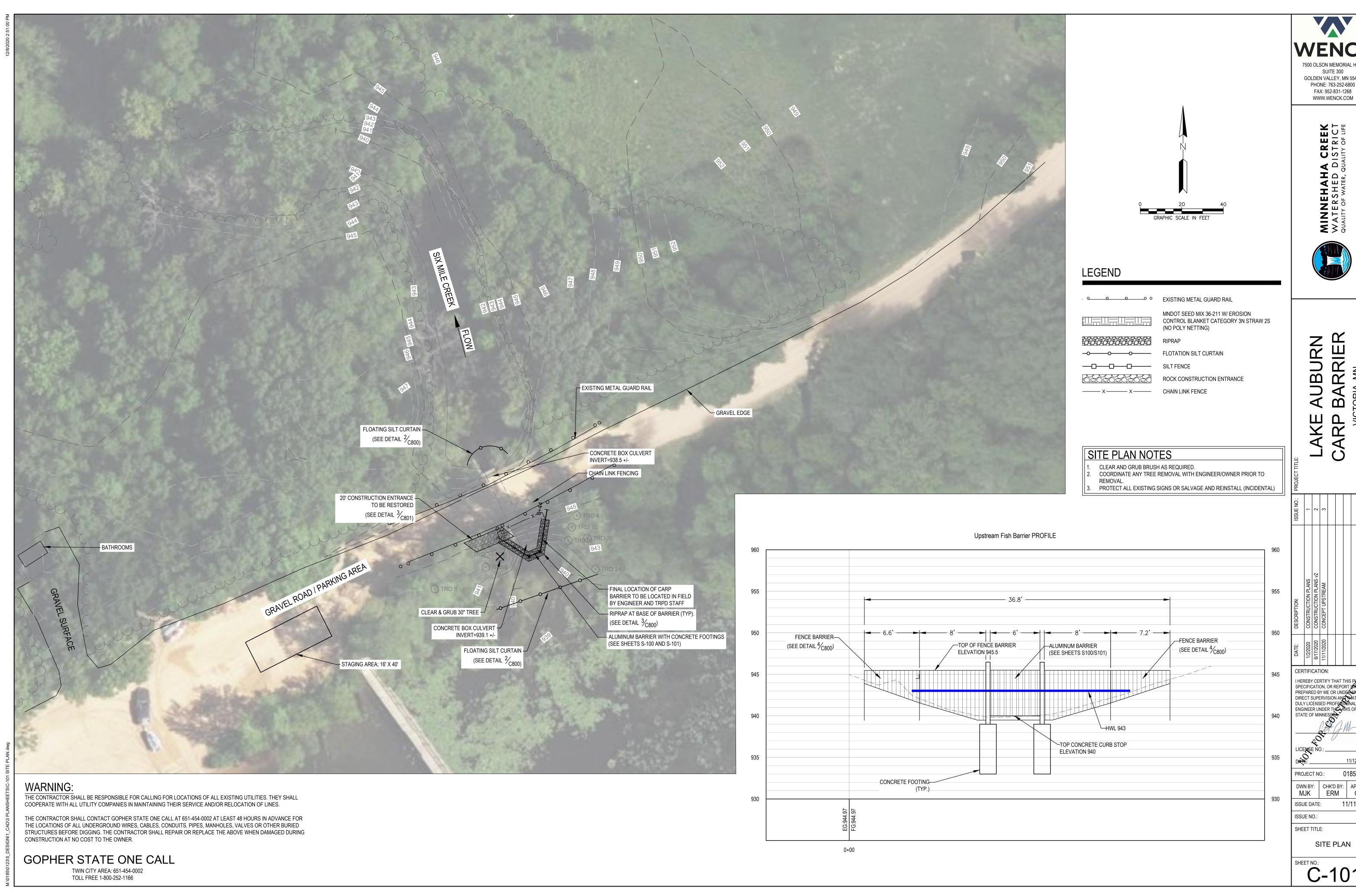
CERTIFICATION: I HEREBY CERTIFY THAT THIS PLAN SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE

CHK'D BY: APP'D BY:

ERM 11/11/2020

ISSUE NO.: SHEET TITLE:

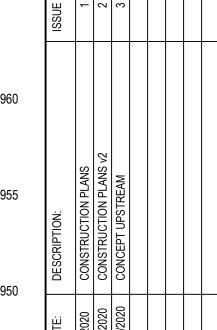
EXISTING CONDITIONS



7500 OLSON MEMORIAL HWY SUITE 300 GOLDEN VALLEY, MN 55427 PHONE: 763-252-6800 FAX: 952-831-1268

MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE





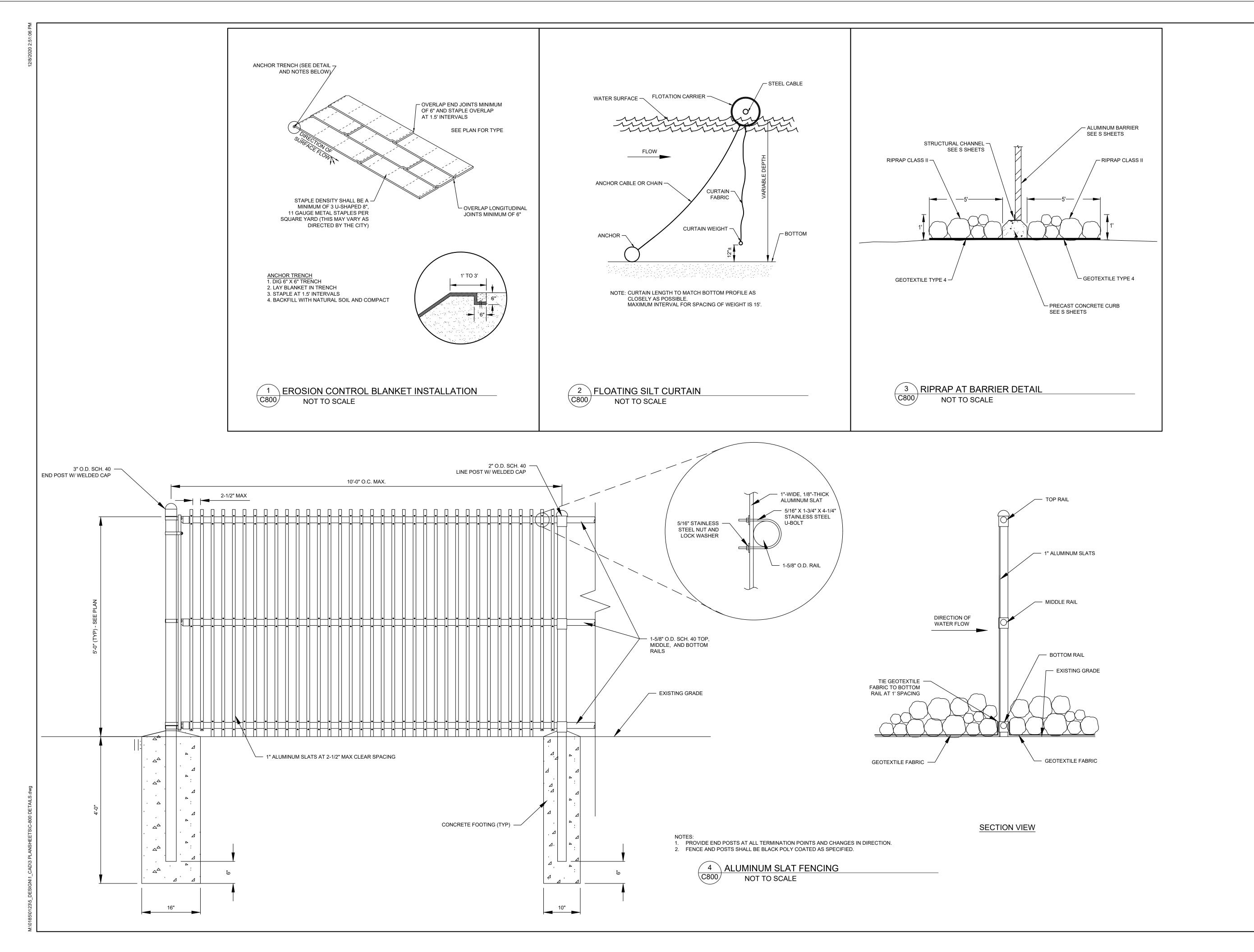
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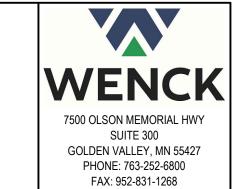
I HEREBY CERTIFY THAT THIS PLAND
SPECIFICATION, OR REPORT WAS
PREPARED BY ME OR UNDER WY
DIRECT SUPERVISION AND THAT I AM A
DULY LICENSED PROFESSIONAL
ENGINEER UNDER THE AWS OF THE
STATE OF MINNESOTA.

0185-0123 DWN BY: CHK'D BY: APP'D BY: MJK ERM CJM

11/11/2020

SITE PLAN





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MINNEHAHA CREEK WATERSHED DISTRICT QUALITY OF WATER, QUALITY OF LIFE



AKE AUBURN ARP BARRIER VICTORIA, MN

DESCRIPTION:

CONSTRUCTION PLANS

CONSTRUCTION PLANS v2

CONCEPT UPSTREAM

DATE: 1/2/2020 6/17/2020 11/11/2020

CERTIFICATION:

I HEREBY CERTIFY THAT THIS PLANT SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER WAY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE AWS OF THE STATE OF MINNESOTA

LICENSE NO.: 43066

DATE: 11/12/2020

PROJECT NO.: 0185-0123

 DWN BY:
 CHK'D BY:
 APP'D BY:

 MJK
 ERM
 CJM

11/11/2020

SHEET TITLE:

ISSUE DATE:

DETAILS

30.0" across sides 1.9" Radius, 0.8" Border, 0.5" Indent, Black on Bright yellow green;

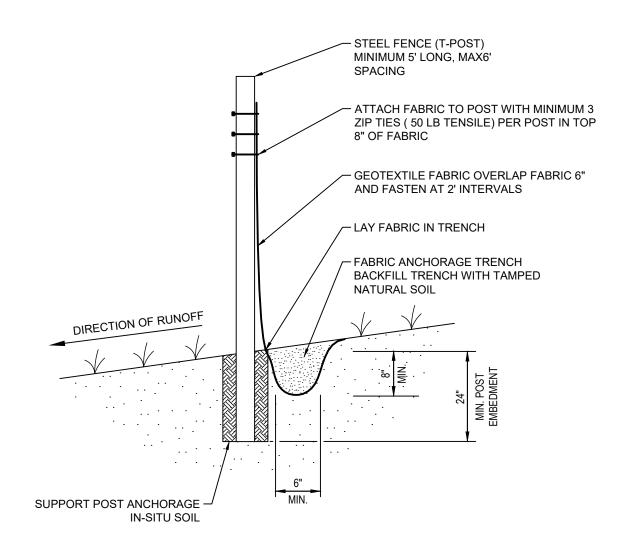
"CAUTION" E Mod;

"OBSTRUCTION" D;

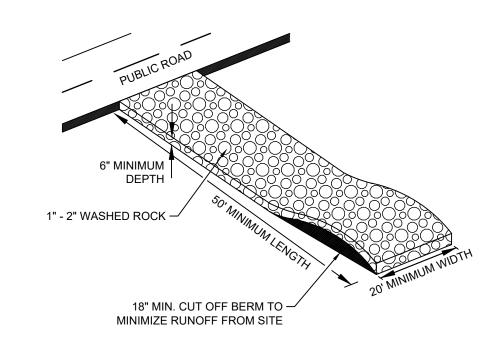
"AHEAD" D;

"NO ACCESS" D 50% spacing;

1 WARNING SIGN DETAIL (NOT USED)





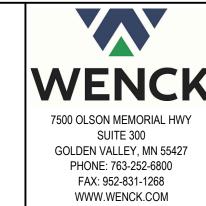


NOTE

FILTER FABRIC SHALL BE PLACED UNDER ROCK TO STOP MUD MIGRATION THROUGH ROCK.
 ENTRANCE MUST BE MAINTAINED TO PREVENT SEDIMENTATION ON PUBLIC ROADWAYS. FUGITIVE ROCKS WILL BE REMOVED FROM ADJACENT ROADWAYS

DAILY OR MORE FREQUENTLY AS NECESSARY.





MINNEHAHA CREEK WATERSHED DISTRICT QUALITY OF WATER, QUALITY OF LIFE



AKE AUBURN ARP BARRIER

NO.: PROJECT TITLE:

DESCRIPTION:

CONSTRUCTION PLANS
CONSTRUCTION PLANS v2
CONCEPT UPSTREAM

DATE: 1/2/2020 6/17/2020 6/17/2020 11/11/2020

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LICENSE NO.:

43066

DATE:

11/12/2020

PROJECT NO.:
0185-0123

 PROJECT NO.:
 0185-0123

 DWN BY:
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 APP'D BY:

 MJK
 ERM
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MJK E

SHEET TITLE:

DETAILS

11/11/2020

- 2-6' LONG CHORDS = 12' x 3.5 LBS/FT = 42 LBS
- 18-5.5'LONG SPINDALS = 99'x 0.63 LBS/FT = 62.5 LBS •
- TOTAL WEIGHT = 105 LBS

CONCRETE:

- f'c = 4,000 PSI
- AIR CONTENT = 5% 7%

REINFORCEMENT:

- ASTM A615 GRADE 60
- fy = 60,000 PSI
- CLEAR COVER = 3"

ALUMINUM SECTIONS:

6061-T6

STEEL SECTIONS:

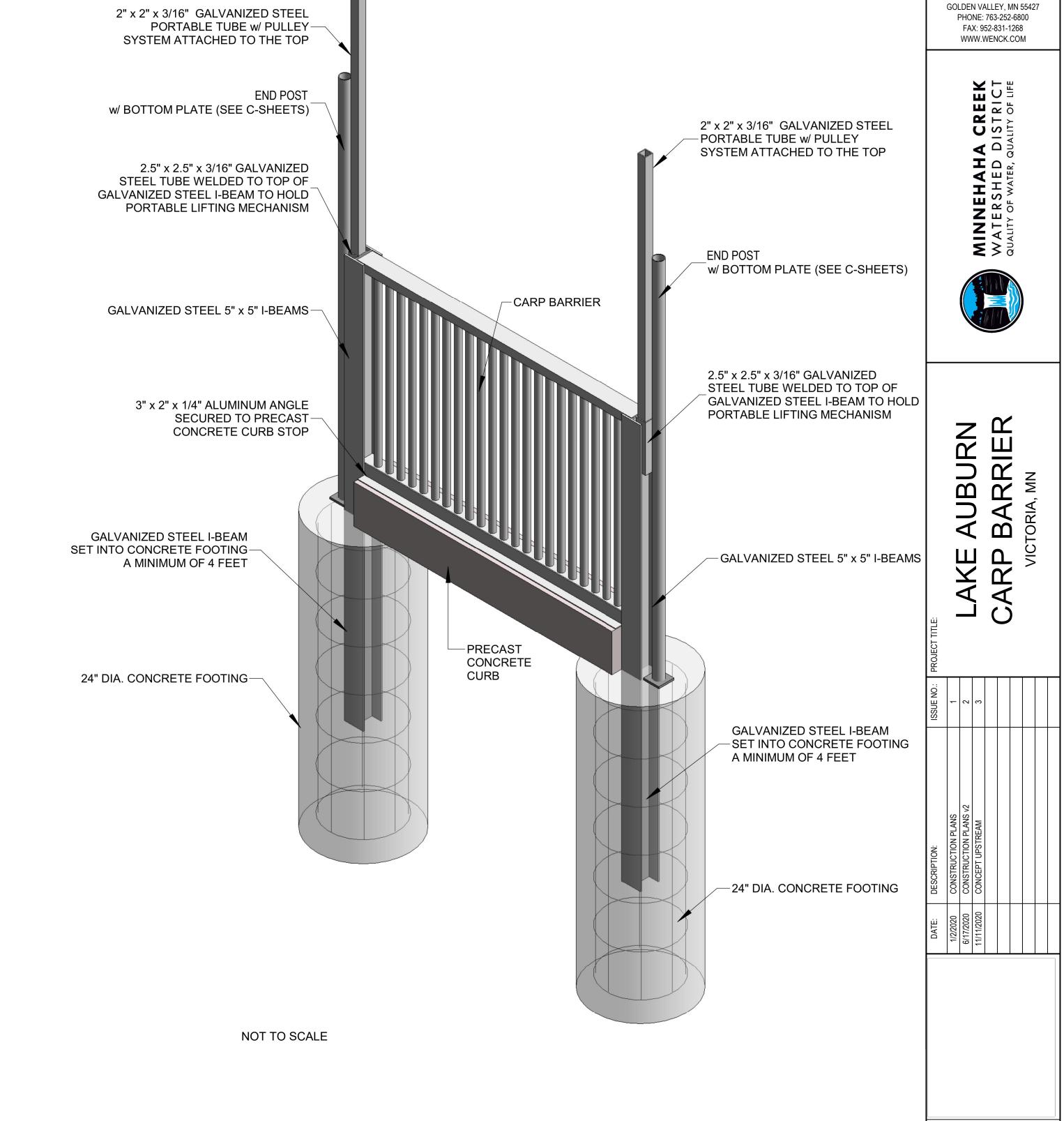
- HOT DIPPED GALVANIZED
- YIELD STRENGTH 50 KSI

LIFTING MECHANISM:

- MECHANISM IS TO CONSIST OF A PULLEY SYSTEM
- MECHANSIM IS TO HAVE A 210 LBS LIFTING WEIGHT CAPACITY
- MECHANISM IS TO BE ABLE TO LOCK IN PLACE AT **VARIOUS LIFTING HEIGHTS**

BARRIER & LIFTING MECHANISM SECURITY:

- BARRIERS ARE TO HAVE THE CAPABILITY TO BE SECURELY LOCKED IN-PLACE TO PREVENT STEALING AND VANDALISM IN BOTH DOWN AND UP POSITIONS.
- LIFTING MECHANISM IS TO HAVE THE CAPABILITY TO BE SECURELY LOCKED IN-PLACE TO PREVENT STEALING AND VANDALISM.



24" DIA. CONCRETE FOOTING--24" DIA. CONCRETE FOOTING S-100 2.5" x 2.5" x 3/16" GALVANIZED 2.5" x 2.5" x 3/16" GALVANIZED STEEL TUBE WELDED TO TOP OF STEEL TUBE WELDED TO TOP OF GALVANIZED STEEL I-BEAM TO HOLD GALVANIZED STEEL I-BEAM TO HOLD PORTABLE LIFTING MECHANISM PORTABLE LIFTING MECHANISM ALUMINUM 4" x 2" x 1/4" TUBE ALUMINUM 1.5" OD x 1.25" ID TOP & BOTTOM CHORD INTERMEDIATE SPINDALS - CLEAR-END POST DISTANCE B/W SPINDALS 2.5" w/ BOTTOM PLATE (SEE C-SHEETS). w/ BOTTOM PLATE (SEE C-SHEETS). MAXIMUM 2" GAP BETWEEN MAXIMUM 2" GAP BETWEEN CHAINLINK POST & I-BEAM CHAINLINK POST & I-BEAM PRECAST CONCRETE CURB ALUMINUM 3" x 2" x 1/4" ANGLE STOP @ BOTTOM OF CHANNEL SECURED TO PRECAST-GALVANIZED STEEL 5" x 5" I-BEAM— — GALVANIZED STEEL 5" x 5" I-BEAM CONCRETE CURB STOP LENGTH TO BE MODIFIED BASED ON FINAL FIELD DIMENSIONS 6' - 0"

NOT TO SCALE

NOT TO SCALE

\PLAN VIEW - LAKE AUBURN CARP BARRIER

2 \ ISOMETRIC VIEW - LAKE AUBURN CARP BARRIER

NOT TO SCALE

ISSUE DATE: ISSUE NO.: SHEET TITLE:

PROJECT NO.:

MJK

BARRIER PLAN AND ISO VIEW

DWN BY: | CHK'D BY: | APP'D BY:

ERM

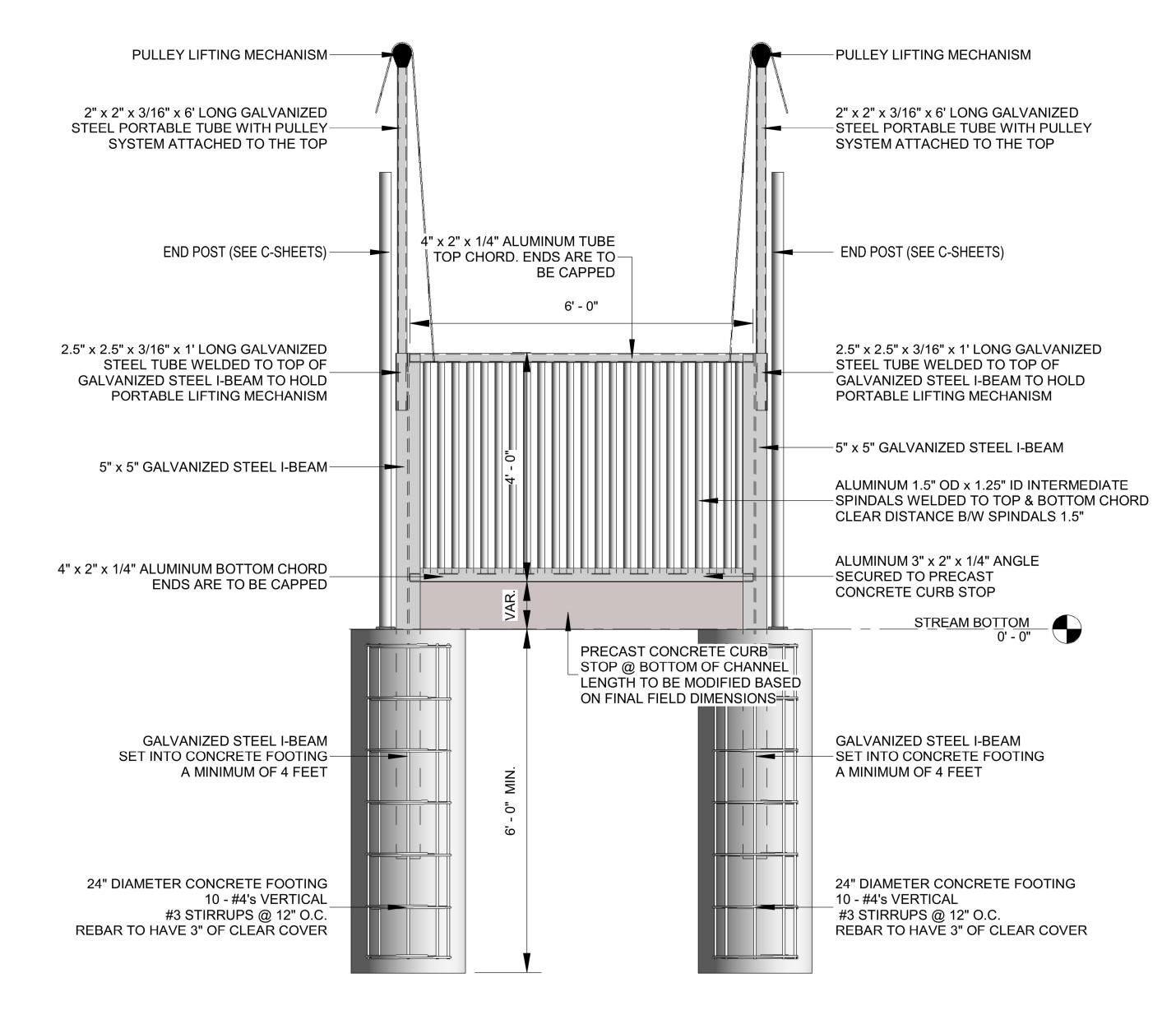
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11/11/2020

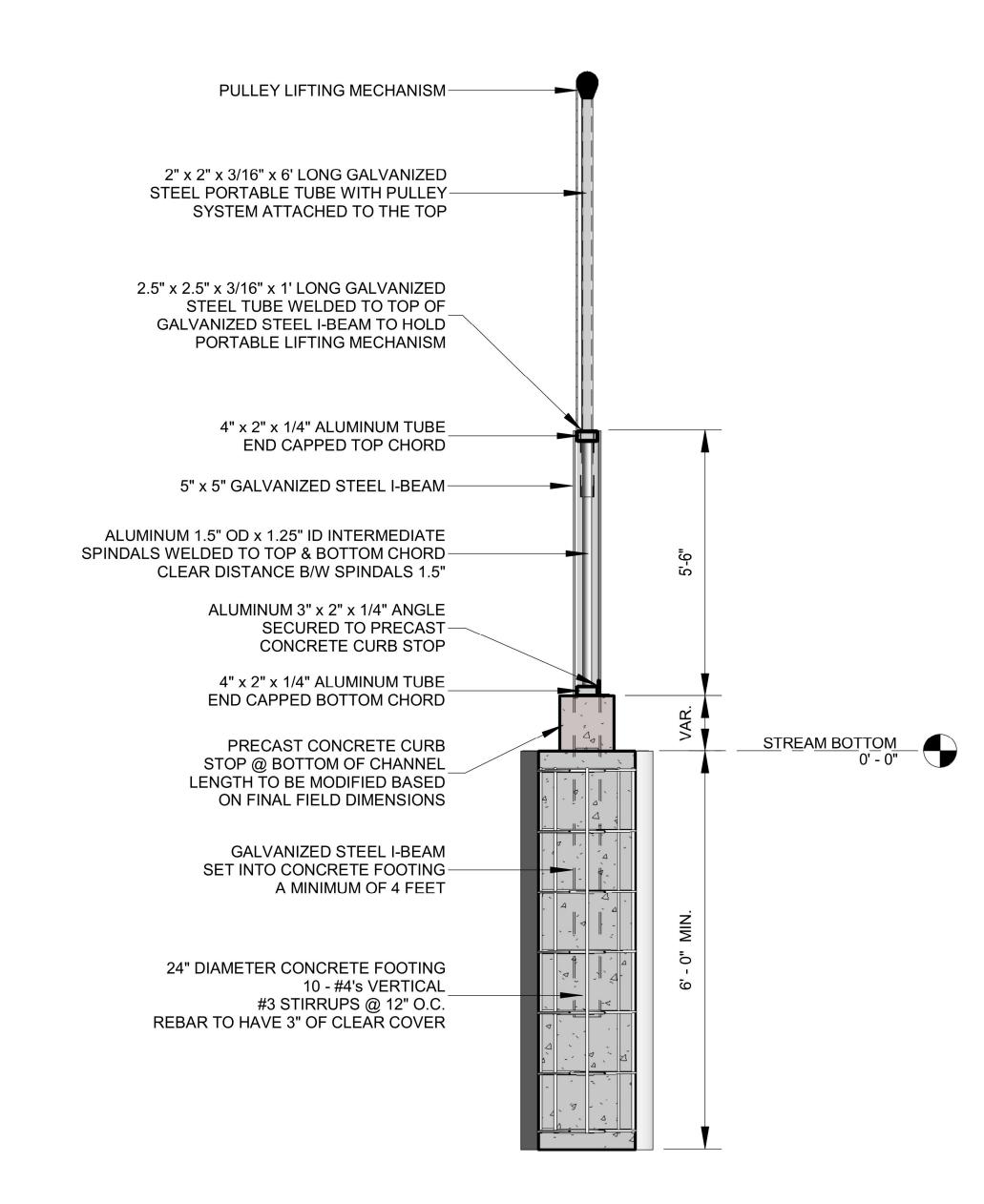
CJM

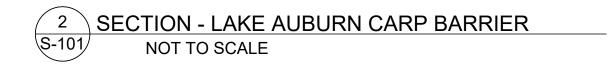
7500 OLSON MEMORIAL HWY SUITE 300

S-100



1 ELEVATION - LAKE AUBURN CARP BARRIER
NOT TO SCALE





7500 OLSON MEMORIAL HWY
SUITE 300
GOLDEN VALLEY, MN 55427
PHONE: 763-252-6800
FAX: 952-831-1268

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MINNEHAHA CREEK
WATERSHED DISTRICT
QUALITY OF WATER, QUALITY OF LIFE



LAKE AUBURN CARP BARRIER

CONSTRUCTION PLANS

CONSTRUCTION PLANS

CONCEPT UPSTREAM

3

CONCEPT UPSTREAM

DATE: DE 1/2/2020 CO 6/17/2020 CO 1/1/1/2020 CO

 PROJECT NO.:
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 APP'D BY:

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 CJM

MJK ERM

ISSUE DATE: 11

ISSUE NO.:
SHEET TITLE:

BARRIER DETAILS

11/11/2020

S-101

COOPERATIVE AGREEMENT Three Rivers Park District and Minnehaha Creek Watershed District

Lake Auburn Carp Barrier, Carver County

THIS COOPERATIVE AGREEMENT ("Agreement") is between the Three Rivers Park District (TRPD) and the Minnehaha Creek Watershed District (MCWD), political subdivisions of the State of Minnesota.

WHEREAS the TRPD owns and manages lands for conservation and recreation purposes, including the lands constituting the Carver Park Reserve, which contains West Auburn Lake (the "Lake") and the channel that outlets from it;

WHEREAS the MCWD, with funding support from the State of Minnesota Lessard-Sams Outdoor Heritage Council, has undertaken a multi-year program to improve water quality and habitat within the Six Mile Creek subwatershed by means that include systematic management of rough fish populations, and as a part of this program wishes to install, maintain and operate a physical barrier within the Lake outlet channel to manage the movement and activity of rough fish populations; and

WHEREAS the TRPD shares the MCWD's water resource and habitat goals and recognizes the benefit of this program to its mission, and the TRPD and MCWD wish to cooperate in installing, maintaining and operating the barrier.

THEREFORE the TRPD and MCWD enter into this Agreement for mutual consideration, intending to be legally bound.

- 1. The MCWD, its employees and contractors may enter TRPD lands:
 - a. To install, inspect, clean, maintain, operate and remove a barrier and related appurtenances within and adjacent to the Lake outlet channel, within the area shown on Exhibit A, attached hereto and incorporated herein; and
 - b. To undertake fish removals and other rough fish management activities at the barrier location.

To perform these activities, the MCWD may enter on foot, by motor vehicle and with motorized equipment; stage activities and stockpile materials; install and maintain erosion and sediment control measures; and engage in other activities necessary or convenient for those purposes. The MCWD may place and maintain rock materials in accordance with Exhibit A to provide a stable route of access to the barrier location.

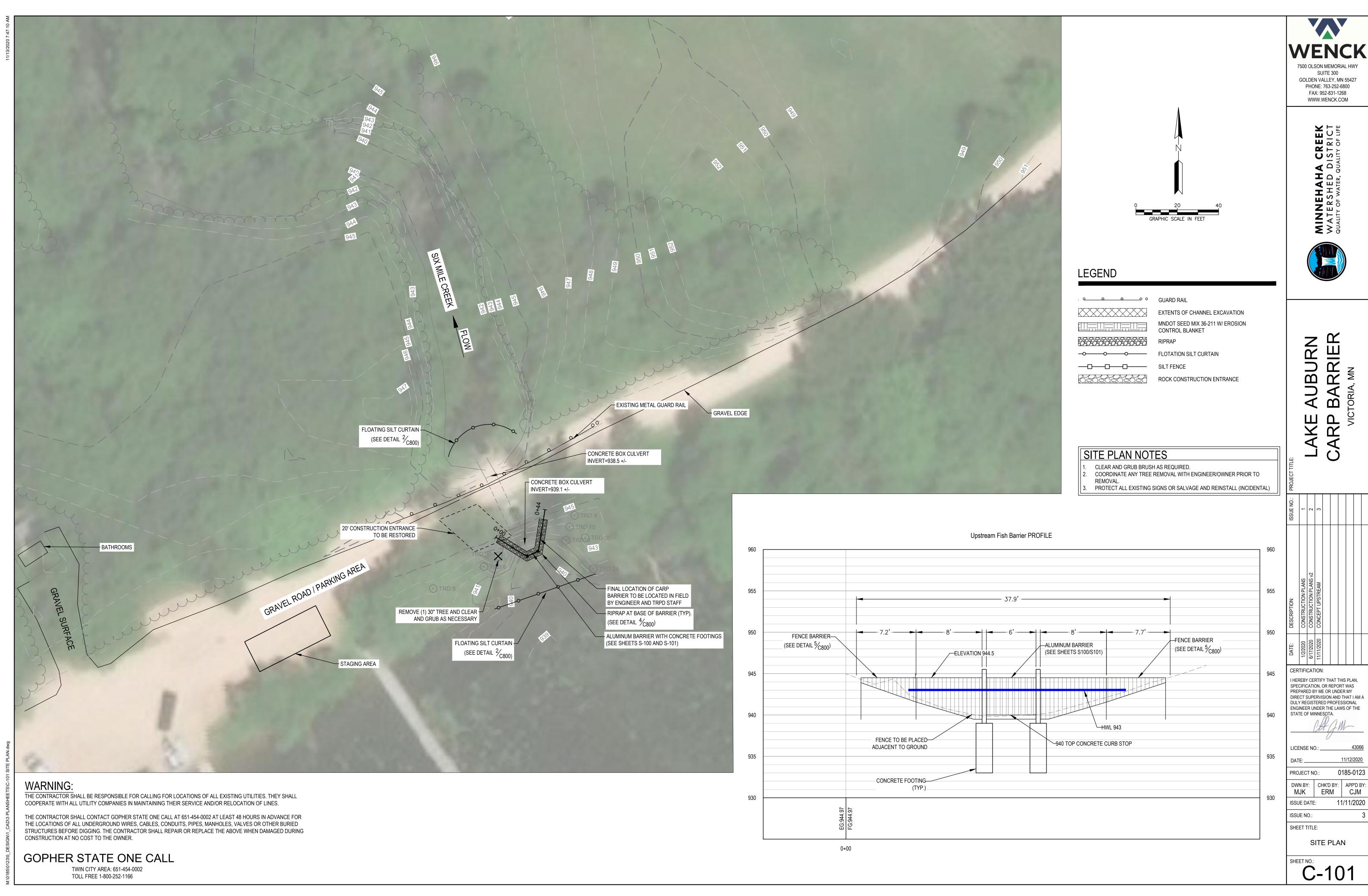
2. Before entering for inspection, repair or other work, the MCWD will notify the TRPD by electronic mail to the following, or to such other person or address as the TRPD communicates to the MCWD:

Pete Hill/Park Supervisor/Pete.Hill@threeriversparks.org
Angie Smith/Director of Natural Resources/ Angie.Smith@threeriversparks.org
Brian Vlach/Senior Water Resources Manager/Brian.Vlach@threeriversparks.org

- 3. On request, the TRPD will give the MCWD any information in its possession regarding subsurface structures or utilities in the installation area. Before any installation, the MCWD will transmit the system design to the TRPD and obtain TRPD staff concurrence, not to be unreasonably withheld. The TRPD may impose conditions on installation activity in the interest of public use, safety or conservation, but will work with the MCWD so that any cost or inconvenience to the MCWD is no more than necessary and does not make the installation impractical. The TRPD must concur in any tree removal or disturbance of any existing structure.
- 4. The MCWD will obtain all permits and approvals required to install, maintain, operate and remove the barrier, will obtain and install all required signage, and will bear the cost of design, permitting and installation. The TRPD will cooperate with the MCWD in securing permits and approvals in its status as landowner.
- 5. The parties will cooperate to develop a barrier operation and maintenance plan, under which the parties, each at its cost, will assume operation and maintenance responsibilities as the plan may provide. Until a mutually approved plan is in place, the MCWD may operate and maintain the barrier at its own cost and in cooperation with TRPD. The plan is adaptive and may be revised with the concurrence of the parties.
- 6. The MCWD will repair any damage to TRPD land from its activity under this Agreement. The MCWD will indemnify the TRPD, its officials and its employees, and hold the TRPD, its officials and its employees harmless, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any negligent or willful act or omission of the MCWD, its officials or its employees pursuant to this Agreement. The TRPD will indemnify the MCWD, its officials and its employees, and hold the MCWD, its officials and its employees harmless, from any and all actions, costs, damages and liabilities of any nature to the degree they are the result of any negligent or willful act or omission of the TRPD, its officials or its employees pursuant to this Agreement.
- 7. Notwithstanding any other term of this Agreement, neither party waives any applicable immunity in tort. This Agreement creates no right in and waives no immunity, defense or liability limit with respect to any third party. Nothing hereunder constitutes the intent for one party to be responsible for the acts or omissions of the other pursuant to Minnesota Statutes §471.59, subdivision 1a.
- 8. In approving this Agreement, the governing body of each of the parties delegates to its chief executive officer the authority to receive all notices, take all actions and confer all approvals for which the Agreement explicitly provides.
- 9. This Agreement is effective when fully signed by the parties. The term of the Agreement is five years, after which it will renew automatically for successive five-year terms. Notwithstanding the foregoing, either party may terminate the Agreement by written notice to the other party at least 90 days prior to the end of a term, effective the end of the term. Upon termination of the Agreement, the MCWD shall have one year to remove the barrier, appurtenances and access surfaces; seed disturbed areas in accordance with Exhibit A; and return the site reasonably to its preexisting condition.

| | Approved as to form and execution: |
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| | MCWD Attorney |
| THREE RIVERS PARK DISTRICT | MINNEHAHA CREEK WATERSHED DISTRICT |
| John Gunyou Chair, Board of Commissioners | Sherry White President, Board of Managers |
| Date: Soc R Curlio Boe Carlson Superintendent | Date: |

Date:



7500 OLSON MEMORIAL HWY SUITE 300 GOLDEN VALLEY, MN 55427 PHONE: 763-252-6800 FAX: 952-831-1268

DIRECT SUPERVISION AND THAT I AM A DULY REGISTERED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE

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