



AGENDA ITEM EXECUTIVE SUMMARY

Agenda Item number: 4.c

Title: Recommendation to approve an Intergovernmental Agreement with the Park District and River Corridor Foundation for the River Park Concept Study

Presenter: Chris Adesso

Meeting: Government Services Committee

Date: September 26, 2016

Proposed Cost: \$0.0

Budgeted Amount: N/A

Not Budgeted:

Executive Summary *(if not budgeted please explain):*

At the July 25 Government Services Committee meeting, during the presentation of Item 4.c. - *Recommendation to approve Agreement with WBK, LLC for Professional Engineering and Surveying Services for the Active River (River Park) Concept Feasibility Study*; a motion was made to approve the item, pending the approval of an Intergovernmental Agreement cementing the three parties fiscal commitments to the study.

The attached Intergovernmental Agreement was vetted through the City’s legal counsel and presented to both the Park District and River Corridor Foundation’s boards for approval. The agreement has been approved and signed by both entities and is being presented to the Government Services Committee this evening for approval.

Fiscal commitments from both the Park District and River Corridor remain unchanged and the breakdown of the funding for the study is as follows:

City Costs Share	Park District Cost Share	River Corridor Foundation Cost Share	Total
\$73,000	\$35,000	\$5,000	\$113,000

The City will act as the lead agency for this project and will engage in managing the consultant, performing project management duties and collaboratively informing both the Park District and River Corridor Foundation on the status of the study.

Attachments *(please list):*

- * River Park Concept Intergovernmental Agreement – signed by RCF and Park District

Recommendation/Suggested Action *(briefly explain):*

Recommendation to approve an Intergovernmental Agreement with the Park District and River Corridor Foundation for the River Park Concept Study.

AGREEMENT

This Agreement ("Agreement") is entered into this _____ day of _____, 2016, by and between the CITY OF ST. CHARLES (hereinafter the "CITY"), Kane and DuPage Counties, Illinois, a municipal corporation of the State of Illinois, the RIVER CORRIDOR FOUNDATION OF ST. CHARLES (hereinafter referred to as the "RIVER CORRIDOR"), an Illinois not-for-profit corporation exempt under section 501(C)3 of the Internal Revenue Code, and the ST. CHARLES PARK DISTRICT, Kane and DuPage Counties, Illinois (hereinafter referred to as the "PARK DISTRICT"), a body corporate and politic of the State of Illinois, The CITY, the RIVER CORRIDOR, and the PARK DISTRICT are sometimes hereinafter referred to individually as "PARTY" and collectively as the "PARTIES".

WITNESSETH:

WHEREAS, the CITY is authorized, among other matters, to acquire and hold real property for corporate purposes pursuant to the provisions of the Illinois Municipal Code (65 ILCS 5/1-1-1, *et seq.*) and is a home rule unit of government pursuant to Article VII, Section 6 of the Illinois Constitution of 1970, thereby having the power to exercise any power and perform any function pertaining to its government and affairs, unless otherwise limited by law; and

WHEREAS, the RIVER CORRIDOR is an Illinois not-for-profit corporation and exempt under section 501(c)3 of the Internal Revenue Code and is authorized to raise funds for the redevelopment of the Fox River Corridor of St. Charles and oversee the redevelopment of the Fox River Corridor of St. Charles; and

WHEREAS, the PARK DISTRICT is authorized, among other matters, to establish recreation programs and to acquire real property to effect any of the powers or purposes granted under the Park District Code (70 ILCS 1205/1-1 *et seq.*); and

WHEREAS, the Fox River is an underutilized amenity that has potential to add many opportunities for the citizens of the CITY, PARK DISTRICT, AND FOREST PRESERVE DISTRICT; and

WHEREAS, the PARTIES mutually agree that the FOX RIVER would be appropriate for a variety of purposes including but not necessarily limited to recreation opportunities, river front trail opportunities, clean water initiatives and improved shoreline stabilization and towards that end, the PARTIES have secured a proposal for services to determine the feasibility of the concept know as the “RIVER PARK” as identified in the 2015 River Corridor Foundation of St. Charles Master Plan; and

WHEREAS, the PARTIES mutually desire to set forth their respective rights and responsibilities with respect to determining the feasibility of the study of the FOX RIVER for the uses stated above, or such other uses as may be appropriate and the future implementation of the recommendations to be contained in the study.

NOW, THEREFORE, in consideration of the mutual covenants contained herein the PARTIES mutually agree and bind themselves as follows, to wit:

Section 1. Recitals Incorporated. The foregoing recitals are incorporated into this Agreement as though fully set forth in this Section 1.

Section 2. Professional Services. The Parties recognize that it will be necessary to have a professional prepare a Concept Feasibility Study with a scope of services as described in **Exhibit A** attached hereto and made a part hereof and generally consists of the following sections: a.) DATA COLLECTION; b.) BASE MAPPING; c.) HYDRAULICS; d.) ALTERNATIVES ANALYSIS; e.) EXECUTIVE SUMMARY; and f.) OTHER RELEVANT INFORMATION REGARDING THE PROOF OF RIVER PARK CONCEPT. The costs for the study shall be shared among the PARTIES – RIVER CORRIDOR - \$5,000, PARK DISTRICT -

\$35,000, CITY - \$73,000. The PARTIES shall confer prior to the execution of any contract for the professional services to be completed. The CITY shall act as the lead agency in administering the project study, and shall consult with and receive input from the other Parties while performing the study .

Section 3. Future Agreements. The PARTIES recognize that there are additional issues that will need to be addressed and resolved, and that the rights and responsibilities of each of the PARTIES will need to be more clearly defined, as they work together towards the ultimate goal of IMPLEMENTATION OF THE AMENDED RIVER CORRIDOR MASTER PLAN.

These issues include, but are not necessarily limited to the following matters:

- appraisal/title research issues
- financing issues, including grant applications
- identifying which PARTY or PARTIES will proceed with projects
- determining the cost-sharing responsibilities of each PARTY with respect to the activities contemplated under this Agreement and future agreements

The PARTIES agree to work cooperatively on such issues and to enter into such additional future agreements as are necessary to address such matters. Notwithstanding anything in this Agreement to the contrary, nothing set forth in this Agreement shall bind a PARTY to make specific financial contributions, fund specific expenditures or otherwise incur financial liability for any action contemplated other than the specific financial commitment under Section 2 of this Agreement. Any contributions or expenditures to be made or binding financial obligations to be incurred in the future shall require an amendment to this Agreement approved by the governing body of each of the respective PARTIES.

Section 4. Mutual Assistance. The PARTIES shall endeavor to do all things necessary or appropriate to carry out the terms and provisions of this Agreement and to aid and assist each other in furthering the objectives of this Agreement and the intent of the PARTIES as reflected by the terms of this Agreement, including, without limitation, the enactment by the PARTIES of such

resolutions and ordinances, the execution of such applications and agreements and the taking of such other actions as may be necessary to enable the PARTIES' compliance with the terms and provisions of this Agreement.

Section 5. No Third-Party Beneficiaries/Relationship of Parties. Nothing contained in this Agreement, nor any act of a PARTY, shall be deemed or construed by any of the other PARTIES, or by third persons, to create any relationship of third party beneficiary, or of principal or agent, or of limited or general partnership, or of joint venture, or of any association or relationship involving the Parties other than that expressly provided for herein.

Section 6. Paragraph Headings. The paragraph headings and references are for the convenience of the PARTIES and are not intended to limit, vary, define or expand the terms and provisions contained in this Agreement and shall not be used to interpret or construe the terms and provisions of this Agreement.

Section 7. Counterparts. This Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same Agreement.

Section 8. Contact Person. The following persons shall be the primary contact person for each of the PARTIES:

CITY: Mark Koenen
City Administrator
City of St. Charles
2 East Main Street
St. Charles, Illinois 60174
630/377-4422
mkoenen@stcharlesil.gov

RIVER CORRIDOR John Rabchuk
President
River Corridor Foundation of St. Charles
214 South 1st Street, Suite A
St. Charles, Illinois 60174

PARK DISTRICT:

Holly Cabel
Director
St. Charles Park District
101 S. 2nd Street
St. Charles, IL 60174

Section 9. Amendment. This Agreement may be amended only by written instrument properly executed by the PARTIES. Execution of any such amendment by a PARTY shall first have been authorized by an ordinance or resolution duly adopted by the corporate authorities of the PARTY.

Section 10. Severability. If any provision of this Agreement, or any paragraph, sentence, clause, phrase or word, or the application thereof, in any circumstances, is held invalid, the remainder of the Agreement shall be construed as if such invalid part were never included herein and the Agreement shall be and remain valid and enforceable to the fullest extent permitted by law.

Section 11. Governing Law. The laws of the State of Illinois shall govern the interpretation and enforcement of this Agreement. Venue for any litigation arising hereunder shall be in the Sixteenth Judicial Circuit, Kane County, Illinois.

IN WITNESS WHEREOF, the PARTIES hereto have hereunto set their hands and seals on the day year first above written.

CITY OF ST. CHARLES, an Illinois municipal corporation,

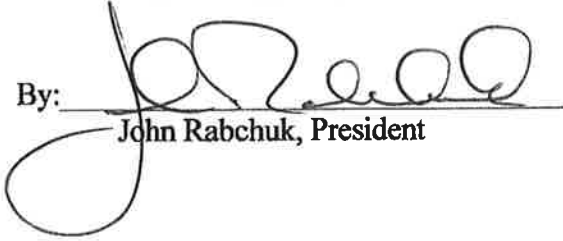
By: _____
Mayor Ray P. Rogina

ATTEST:

City Clerk Nancy Garrison

RIVER CORRIDOR FOUNDATION OF ST.
CHARLES, a 501(c)3 organization

By:



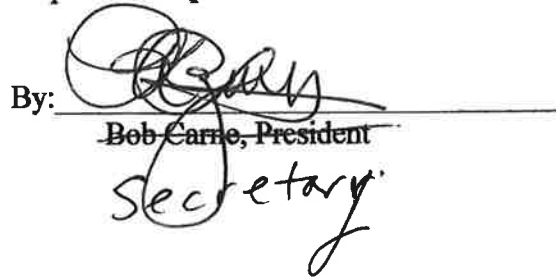
John Rabchuk, President

ATTEST:

Richard Anderson
Secretary

ST. CHARLES PARK DISTRICT, a body
corporate and politic of the State of Illinois

By:



~~Bob Carne, President~~
Secretary

ATTEST:

Bob Carne
~~Secretary~~ President

Exhibit A

PROJECT PROPOSAL

River Park Concept Feasibility Study | Fox River – St. Charles, IL

July 13, 2016

Mr. Peter Suhr
Director of Public Works
City of St. Charles
Two East Main Street
St. Charles, IL 60174

**Subject: Proposal for Professional Engineering Services
River Park Concept Feasibility, Fox River – St. Charles, IL**

Dear Mr. Suhr:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to the City of St. Charles (Client) for professional engineering services to facilitate concept development and initial feasibility of the River Park project on the Fox River in Downtown St. Charles. WBK looks forward to the opportunity to assist the City of St. Charles as we believe this project has the ability to be transformative for the community and economic vitality of the downtown. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

UNDERSTANDING OF THE ASSIGNMENT

The City of St. Charles is interested in determining the feasibility of water based river features or “park” on the Fox River from IL 64 to Pottawatomie Park. The “park” would include a paddle course that would seek to improve safety, improve fish passage and would become a destination for recreation while preserving existing recreational uses on the Fox River including rowing and boating.

Prior to a significant expenditure on the project the City would like to explore the feasibility of concepts by determining alternative geometries, maintenance and operational issues as well as identifying the regulatory approval process.


The concept presented in the Fox River Corridor Master Plan includes a new dam structure located near the UPRR trestle crossing the Fox River and modifications to the existing St. Charles dam structure. In accordance with IDNR-OWR procedures, approval of the design concept should be procured prior to initiation of a detailed design study for the project. The first step is to identify the feasibility of a design concept to achieve the goals determined by the City. The limits of the study area the Union Pacific Rail trestle crossing the Fox River to the north and Main Street (IL 64) bridge crossing the Fox River to the south.

SCOPE OF SERVICES

DATA COLLECTION – This task consists of gathering the data required to complete the scope noted herein and engagement of resource agencies to procure the same.

1. **Field Visit / Photo Documentation** – Existing conditions of the project area will be documented to establish a baseline existing condition for the study. Documentation includes a field walk and written observation of conditions along with photo documentation of conditions such as structures, walls, landscaping and any other element considered to be potentially significant in defining an alternative for consideration.

WBK Engineering, LLC
WBKEngineering.com

 Part of the Arno Bradsen Family

St. Charles Office
116 West Main Street, Suite 201
St. Charles, IL 60174
630.443.7755

Aurora Office
8 East Galena Boulevard, Suite 402
Aurora, IL 60506
630.701.2245

2. Topographic mapping (2 foot contours) – The current Kane County 2 foot topographic contours will be procured to create base conditions outside ground survey limits. This data will assist to verify drainage sub areas and the relationship between existing roads and buildings and the proposed conditions.
3. Parcel Data, City Utility Information, Ownership of land and infrastructure (City GIS) – Parcel data will be procured from Kane County and the City of St. Charles to establish ownership of parcels adjacent to the project. Utility information will also be procured to identify sanitary sewer, electric or water supply infrastructure that will impact alternative development and selection.
4. Bathymetric Survey (USACE) - The USACE has performed a bathymetric survey of the Fox River from Algonquin to Montgomery and including the reach in which this project is considered. It is assumed the USACE bathymetric survey data will be made available to the City and there is no cost to the City for procurement. It is also assumed the data is readily “readable and useable” with ESRI – GIS software and significant conversion to make the data useable for the project is not necessary. The USACE bathymetric information will be used to establish river channel cross sections below water surface elevation.

FIELD SURVEY & BASE MAP

1. Cross sections & Ground Topography – Ground survey will be performed within 100 feet of the east and west banks of the river within the project limits. Data will be gathered utilizing GPS and total station robotic survey equipment. Horizontal data will be captured in state plane coordinate and vertical datum will be consistent with FEMA benchmarks and datum requirements. Horizontal control will be set for use in future studies to tie in additional survey data. Existing utilities, wall, structures, trees and significant elements will be surveyed and documented. Topographic survey will be utilized to develop cross section for hydraulic modelling and to understand horizontal and vertical relationships of alternatives.
2. Wetland delineation – wetlands will be delineated along the Fox River within the project limits. Wetland limits will be surveyed and incorporated into the project base map.
3. Existing Conditions Base Map - All field data will be downloaded and a base map created depicting ground survey and bathymetric survey in one document. All parcel data, utility information and two foot contours will also be incorporated. The base map will be checked through a field review and will be presented to the City for review and comment prior to being finalized.

HYDRAULICS

1. Procure FEMA regulatory hydraulic models – WBK will procure the regulatory HEC2 hydraulic model for the Fox River within the project limits. The model will be converted into HEC RAS for further refinements and alternatives analysis.
2. Existing Conditions Hydraulic Analysis – update existing model with current field data – The existing regulatory model will be reviewed, revised and updated to include additional cross sections as appropriate to establish a current and accurate existing conditions model. The baseline condition will be utilized to evaluate alternatives. Updated flood profiles will be established based on the updated model. A detailed regulatory review and verification of this model is not included in this task as initial coordination with regulatory agencies is considered in the Alternatives Analysis portion of this scope.

ALTERNATIVES ANALYSIS

1. Purpose, location and configuration – The development of alternatives is an iterative process. The initial selection of alternatives will begin with a review of the base map and existing conditions and the goals for the project. The logical location and number of hydraulic “steps” to maintain the pool north of the UPRR crossing and to match the existing conditions at the IL 64 Bridge will be determined. Initial geometry will be developed through a series of discussions between S2O and WBK. An intense week long internal vetting of alternatives will result in an evolution of the alternatives most likely feasible and most likely permissible. These alternatives will be presented to City staff for review. Alternative geometry and locations will be prioritized for further analysis with selection of an initial preferred alternative. Project constraints will be identified and alternatives will be eliminated or revised to comply with goals and constraints.

2. Alternative development

- a. Hydraulic Evaluation – the initial preferred alternative will be evaluated with HEC-RAS to determine flood impacts, recreational impacts / opportunities, safety impacts and fish passage benefits. Based on the initial hydraulic analysis a second hydraulic analysis may be performed refining the initial preferred alternative or evaluating the next prioritized alternative.
- b. Alternative Refinement – The initial preferred alternative will be evaluated from various perspectives including structural, environmental (fish, sediment, water quality), constructability, recreational, land use, land rights, and safety. These evaluations will be high level based on the information available and within the scope of this effort. These evaluations are not exhaustive or final but intended to guide the process to a preferred alternative and to identify the challenges moving forward.
 - i. Concept Plans / exhibits – A concept plan for the preferred alternatives will be developed. The plan will utilize the topographic and bathymetric survey gathered in prior tasks and the existing conditions base map. The plan will define the hydraulic controls with preliminary geometry so the City can begin to quantify costs, impacts, land rights, etc. The plans will generally include these elements as either separate sheets or combined on a single sheet / exhibit.
 1. Geometric plans sheets
 2. River profile
 3. Cross sections
 4. Details
 5. Adjacent Land Use Opportunities
- c. Regulatory Compliance – the permitting feasibility of the preferred alternative relies on input from resource agencies (IDNR, USACE, USFWS). Since the response will be commensurate with the level of detail and project understanding we can offer, we have prioritized our effort to include only IDNR at this time. We believe their input to be most critical and would solicit their input and support as an initial step. Early coordination with other regulatory agencies is necessary but not included in the scope at this time.
 - i. Environmental Concerns – Environmental concerns will be identified such as fish passage, sediment management. Specific solutions are outside the scope of this report however, generic and previously successful solutions will be identified and determined if generally feasible and compatible with the initial preferred alternative.
 - ii. Permit Requirements – All permits will be identified based on the initial preferred alternative including permitting agency, application process, public involvement, necessary level of documentation for submittal and estimated timeline for review and response. Permits anticipated include, Dam Permit, USACE and City of St. Charles Stormwater Permit. Water Quality Certification may be required for the project however, until the project can be defined more clearly, it is out of the scope of this phase to coordinate and determine this requirement with the IEPA.
- d. Concept Level Costs – We will develop initial concept level project costs from the concept plans created for the initial preferred alternative noted in the previous task. Concept level costs will be developed to include:
 - i. Phase 1 Engineering
 - ii. Phase 2 Engineering
 - iii. Construction
 - iv. Operation and Maintenance

These costs will be based on the plans and project understanding developed in the prior task. We will also utilize our experience on other projects, consult the City for input, and compare to other similar facilities.

- e. Schedule – Based on the preferred alternative and regulatory input we will develop a preliminary project timeline and spread the expenditures identified in the concept level cost estimate across budget years. We will also identify primary action items, milestones and stakeholder engagement.
3. Funding Alternatives (grants, etc.) – We will research available grants and determine feasibility of other funding mechanisms based on the preferred alternative, program availability and current status of the same. A table identifying source, funding limits, match requirements, program goals and capability with preferred alternative will be developed.

SUMMARY

Executive Summary – The preferred alternative will be summarized in a two page executive summary. Tables and graphics from prior tasks will be collated so the project can be understood and digested by elected officials, the public, regulatory agencies and funding opportunities. No additional exhibits are included with this task.

MEETINGS AND COORDINATION

WBK and S2O will coordinate and facilitate several meetings to accomplish project objectives. Meetings include:

- Project initiation (kickoff) meetings
- Regulatory Coordination Meetings (3 meetings)
- City coordination meetings (2 meetings)
- Active River Coordination (1 meeting)
- Report review with City and Active River (1 meeting)

PROJECT ASSUMPTIONS

In preparing this proposal, we have attempted to provide you with a scope of services to accomplish the goals of the project. In doing so, we have made some assumptions which will need to be verified during the engineering process. Any findings which are not consistent with our assumptions may increase the engineering budget for this project. We will thoroughly discuss any such findings with you and negotiate any budget revisions prior to proceeding. Our assumptions are as follows:

- The site was never used for storage of hazardous materials, and therefore the cost of an environmental assessment, mitigation, clean-up and permitting services are not included.
- Geotechnical borings and analysis is not included in this proposal. If it is determined that a study will be necessary we will assist you in soliciting a proposal for this work.
- USACE bathymetric survey data is available for use and incorporation into and existing conditions exhibit.

ESTIMATE OF FEES

i Due to the nature of the tasks listed in the above Scope of Basic Services, we have provided time and material budgets. The actual amount invoiced will be based on the level of effort required to accomplish the task, but we will not exceed the budget without your prior approval. Our estimated fees are based on the entire Scope of Basic Services being awarded to us. In general, individual tasks cannot be broken out and awarded separately.

Task #	Task Name	Fee
Task 1	Data Collection	\$9,200
Task 2	Field Survey and Base Map	\$22,100
Task 3	Hydraulics	\$7,700
Task 4	Alternatives Analysis	\$59,800
Task 5	Summary Report	\$3,200
Task 6	Meetings and Coordination	\$6,500
	TOTAL	\$108,500
	Reimbursable Costs (Including Travel for S2O)	\$4,500

