

Board of Park Commissioners Approval Form

Foster Park Golf Permitting Engineering Services

Project: 2026056

Project Approval Request

Scope of Work:

The scope of work includes engineering services required for the floodway permitting process as it pertains to the development of a new practice facility at Foster Park Golf Course. Permitting applications would be prepared for the Indiana Department of Environmental Management (IDEM), Indiana Department of Natural Resources (IDNR), and Allen County Planning Department.

A single proposal was received on behalf of the Board of Park Commissioners on March 27, 2026, from Engineering Resources, Inc. for \$54,250.00.

Board Approval:

At this time, I would like to request approval for a contract with **Engineering Resources, Inc.** at a total cost of **\$54,250.00** with funding from the Parks Cumulative Capital Funds.

The Fort Wayne Parks and Recreation and the Board of Park Commissioners met to host their regularly scheduled monthly Board meeting on **April 9, 2026**, to approve the above-referenced project and contract, in the amount of **\$54,250.00**.

We, the Board of Park Commissioners, on the date stated, do ATTEST, sign the above-referenced and attached documents, and approve as presented.

Justin Shurley, President

Cory Miller, Vice-President

Richard Briley, Commissioner

Jenna Jauch, Commissioner

Steve McDaniel, Director/ Board Secretary



March 27, 2026

Dave Weadock, PLA
Fort Wayne Parks and Recreation
705 E. State Boulevard
Fort Wayne, IN 46805

Transmitted via e-mail: david.weadock@cityoffortwayne.org

Subject: Foster Park Golf Course Renovation
Permitting Services

Dear Dave,

In accordance with our conversations to date, Engineering Resources (ERI) is submitting this proposal to provide Permitting Services for the above referenced project. We have developed the following scope for your review.

PROJECT UNDERSTANDING

The City of Fort Wayne Parks and Recreation Department is developing a renovation plan for the Foster Park Golf Course. In 2024, ERI submitted a similar proposal for permitting services on a phased renovation project. It is our understanding that the scope has changed and the project will be a single phase.

The project will include a new full-size practice range, a new par-3 hole #6, a new tee complex on proposed hole #8 (existing hole #3), and a new par-3 hole #9. It is important to note that the Federal Emergency Management Agency (FEMA) Flood Insurance Rate Map (FIRM) regulatory floodway boundary passes through the affected area. It appears that the new course elements listed above are in the floodway, with the exception of the new tee complex on proposed hole #8, which is in the floodplain. Therefore, it is assumed that the project will require the following permits:

- City of Fort Wayne / Indiana Department of Environmental Management (IDEM) – Construction Stormwater General Permit (CSGP)
- Allen County Planning Department – Floodplain Development Permit
- Indiana Department of Natural Resources (IDNR) – Construction in Floodway (CIF) Permit

ERI will work as part of the project team with Hills Forrest Smith, who is providing golf course architecture services. Each firm will hold separate contracts. We will coordinate with Hills Forrest Smith to develop and submit the necessary permit applications. It is our understanding that a new entrance for Foster Park is being developed as a separate project and is not included in this proposal.

SCOPE OF SERVICES

1. CITY OF FORT WAYNE / IDEM – CSGP

- a. ERI will assemble the Stormwater Pollution Prevention Plan (SWPPP) for submittal to the City of Fort Wayne and IDEM. The following components will be included, some completed by ERI and some completed by others as follows:
 - a. ERI will prepare the Erosion Control Plans to include with the SWPPP submittal. We will utilize AutoCAD files of the proposed plans, provided by Hills Forrest Smith, to create the Erosion Control Plans.



- b. ERI will utilize the proposed grading plan to perform the drainage design for the project. We will provide the necessary calculations, drainage plan, and stormwater report for inclusion with the SWPPP submittal.
 - c. It is our understanding that golf course drainage is typically designed to accommodate a lesser-magnitude event than a standard storm sewer system. If requested, we will prepare documentation and calculations to request a technical variance to City of Fort Wayne design-year stormwater standards.
 - d. ERI will prepare the Post-Construction Stormwater Quality Plans to include with the SWPPP submittal. If any impervious surfaces are added, stormwater detention elements may be required. If required, we will size the necessary detention elements and work with Hills Forrest Smith to incorporate them into the project and meet the City of Fort Wayne requirements.
- b. ERI will prepare specifications for the Erosion Control, Storm Sewer, and Post-Construction Stormwater Management related details.

2. ALLEN COUNTY PLANNING DEPARTMENT – FLOODPLAIN DEVELOPMENT PERMIT

- a. ERI will conduct a New Project Meeting and preliminary coordination with Planning Department officials.
- b. ERI will prepare the permit application for the Floodplain Development Permit. It is our understanding that the following items required for the application will be provided by others: legal description of the property, topographic survey of the project area including 1-foot existing contours, proposed grading plan with 1-foot contours, restrictive covenant to maintain the approved grading, and as-built survey certification of the proposed grading.
- c. ERI will perform the cut/fill calculations for the project based on the existing and proposed 1-foot contours. If necessary, we will work with Hills Forrest Smith to refine the grading plan to meet the compensatory cut/fill requirements.

3. IDNR – CIF PERMIT

- a. ERI will prepare the permit application for the IDNR CIF permit, including required public notices.
- b. ERI will perform the hydraulic modeling for the IDNR CIF permit. We have downloaded the existing FIS hydraulic model from the IDNR website. This is an old HEC-2 format. There are significant efforts required to create a corresponding HEC-RAS model that meets IDNR requirements. We will create the Duplicate Effective, Corrected Effective, and Existing hydraulic models as required. The Proposed model will be created from the grading plan provided by Hills Forrest Smith.
- c. There have been other floodway permits downstream of this location. The IDNR may require any previously permitted, and non-permitted, stream modifications to be included in the revised base HEC-RAS model. IDNR's recent policy has been to force the permittee to complete this update as a part of proving the project is permissible. There is no way to estimate how much time will be associated with this requirement. Any work associated with updating the FIS model to include previously permitted or non-permitted stream modifications will be considered an additional service.
- d. In order to be permissible, the IDNR requires that the project have a hydraulic impact less than 0.14 feet. Our recent correspondence with the IDNR has indicated that in order to meet FEMA requirements, a project must also either provide a "No-Rise" Certification (certifying that the project results in no increase to the Base Flood Elevation (BFE)) or obtain a Conditional Letter of Map Revision (CLOMR). Obtaining a CLOMR would add a significant amount of time and cost to the permit process. Therefore, we are assuming that the proposed grading for the project will result in no increase to the BFE. If necessary, we will work with Hills Forrest Smith to refine the grading plan to achieve a "No-Rise" scenario.



- e. If there are any trees to be removed that are larger than 10 inches in diameter at breast height, a tree mitigation plan will be required. We will work with Hills Forrest Smith to include the necessary plantings on the project's landscape plans.
- f. The National Wetlands Inventory mapper does not show any wetlands within the project area. Therefore, it is assumed that no wetlands will be impacted by the project. If any wetlands are discovered and would need to be mitigated, this work would need to be performed by others as we do not provide this service.

EXCLUSIONS

The following services are not included in this proposal, but can be performed as an Additional Service if requested:

- a. Engineering Services related to unknown conditions during construction.
- b. Environmental Permitting beyond as described above.
- c. Updating the FIS model to include previously permitted or non-permitted stream modifications.
- d. Wetland mitigation.
- e. Land Surveying Services (any required easement documents, topographic survey, legal descriptions, or as-built grading certification will be provided by others).
- f. IDNR/FEMA CLOMR or LOMR requests.
- g. Printing, copying, postage, unless noted otherwise above.
- h. Construction Administration
- i. As-built documentation

FEE

We anticipate commencing work upon execution of this Agreement. It is our understanding that goal is for construction to occur in the summer of 2027. We will work with your office to produce deliverables according to the Owner's schedule, pending reasonable transfer of information between all parties to accomplish the same goal. The critical path for the schedule will be the IDNR CIF Permit, which has a typical agency review time of 6-9 months after the application is submitted. There are several unknowns related to the completion of the tasks described above. Also, based on past experience, the amount of effort required to convert an existing FIS model to a usable form is highly variable. As such, we have prepared a manhour justification which we feel is a "worst case" scenario based on the current information we have. Due to the level of unknowns, we are proposing that the fee for the scope of services described herein be on a time and materials basis with a **maximum not-to-exceed of \$54,250** as described in the attached manhour justification. In addition, an allowance has been included for permitting fees, which will be billed as a reimbursable with a 10% markup.



AUTHORIZATION

Thank you for the opportunity to submit this proposal for engineering services. If you concur in the above, we ask for your authorization to provide these services according to the attached Terms and Conditions of Engineering Services by signing in the space provided below and returning one executed copy to this office.

Sincerely,

Kurt Heidenreich, PE, SE
President

Troy Larkins, PE, SE
Project Managing Engineer

We hereby authorize Engineering Resources, Inc. to proceed with the above professional services in accordance with this letter and the attached Terms and Conditions of Engineering Services.

Fort Wayne Parks and Recreation

Authorized Representative Signature

Title / date

Printed Name

1. STANDARD BILLING RATES:

Compensation to be made on a time basis shall be according to the number of hours expended on a project times the appropriate billing rate shown below. Descriptions for the billing categories listed below can be provided upon request:

Engineer		Designer		Construction Observer	
Title	Hourly Rate	Title	Hourly Rate	Title	Hourly Rate
IN1	81	IN1	81	IN1	81
EN1	117	DE1	107	CO1	98
EN2	127	DE2	117	CO2	102
EN3	137	DE3	126	CO3	107
EN4	148	DE4	136	CO4	111
EN5	158	DE5	145	CO5	116
EN6	168	DE6	155	CO6	120
EN7	178	DE7	164	CO7	125
EN8	189	DE8	174	CO8	129
EN9	199				
EN10	209				

** A multiplier of 1.2 may be applied to the rates listed above for hourly overtime services

2. REIMBURSABLE EXPENSES

- a. Automobile Transportation..... Allowable IRS Rate/Mile
- b. Subconsultant Services..... cost + 10%
- c. Other Reimbursable Expenses cost + 10%



TERMS AND CONDITIONS OF ENGINEERING SERVICES

SCOPE:

This Agreement, including any attachments, is the complete Agreement between the Client and Engineering Resources, Inc. No other document shall be part of this Agreement unless specifically agreed to by the Client and Engineering Resources, Inc. in writing.

The services as described in the attached letter, will be provided as Basic Services. Any services to be completed that are not included in the Basic Services or any modification to these Basic Services are to be Additional Services. Additional Services will be completed at your request for the compensation described herein.

CLIENT RESPONSIBILITIES:

By virtue of entering into this Agreement and providing the described services, Engineering Resources, Inc. does not assume the responsibility for any conditions at the Client site(s) that may present a danger, either potential or real, to health, safety or the environment. Moreover, the Client hereby agrees that it is Client's responsibility to notify any and all appropriate federal, state, or local authorities, as required by law, of the existence of any such potential or real danger and otherwise to disclose to all appropriate or affected individuals or entities, in a timely manner, any information that may be necessary to prevent danger to health, safety, or to the environment.

STANDARD OF PERFORMANCE:

All services provided under this Agreement will be performed in accordance with generally accepted engineering practices. All estimates, recommendations, opinions, and decisions of Engineering Resources, Inc. will be upon the basis of the information available to Engineering Resources, Inc. and the experience, technical qualifications, and professional judgement of Engineering Resources, Inc.

There are no warranties of merchantability of fitness for a particular purpose or any other warranties of guarantees whatsoever, expressed or implied, with respect to any services performed or materials provided under this Agreement.

ACCESS:

The Client shall arrange for access to and make all provisions for Engineering Resources, Inc. to enter upon public and private property as required for Engineering Resources, Inc. to perform its services.

COMPENSATION:

The fees for services will be as described in the attached letter. If fees include reimbursable expenses, these expenses will be reimbursed at the cost times a factor of 1.1. Invoices will be issued on a monthly basis in accordance with the phases described in the attached letter, or in the case of an hourly billing rate, the work completed during the previous month. Payment is due within thirty (30) days from the date of the invoice. If the invoice amount is not paid within thirty (30) days after the date of the invoice, then a late charge in the amount equal to one percent (1%) of the unpaid balance shall accrue and be immediately payable for each month it remains unpaid. Payments will be first credited to interest and then to principal. Payment of all compensation due to Engineering Resources, Inc. shall be a condition precedent to Client using any of professional work products furnished under this Agreement.

INSURANCE / INDEMNIFICATION / RISK ALLOCATION:

Engineering Resources, Inc. will maintain insurance for claims under the Workers Compensation Laws, and from General Liability for bodily injury, death, or property damage arising from negligent performance by the employees of Engineering Resources, Inc. to the functions and services required under this Agreement.



Engineering Resources, Inc. is skilled in the professional calling necessary to the services and duties proposed to be performed, and shall perform such services and duties in conformance to and consistent with the standards generally recognized as being employed by professionals of the locality of Engineering Resources, Inc., and to that end Engineering Resources, Inc. agrees to purchase insurance for Engineering Resources, Inc., its officers, and employees from and against any and all liability, claims, suits, loss, damages, costs, and expenses arising from any negligent acts, errors, or omissions of Engineering Resources, Inc., its officers, and employees, in the performance of their services and duties hereunder, but not from the negligence of willful misconduct of Client, its officers, and employees. Notwithstanding the existence of professional liability insurance, the total agreement of Engineering Resources, Inc., its officers, employees, directors, agents, or consultants, liability to all parties related to this Agreement shall not exceed \$50,000, or the amount of compensation to Engineering Resources, Inc. under this Agreement, whichever is greater.

Client hereby understands and agrees that Engineering Resources, Inc. has not created nor contributed to the creation or existence of any or all types of hazardous or toxic wastes, materials, chemical compounds, or substances, or any other type of environmental hazard or pollution, whether latent or patent, at Client's premises, or in connection with or related to this project with respect to which Engineering Resources, Inc. has been retained to provide professional engineering services. The compensation to be paid to Engineering Resources, Inc. for said services is in no way commensurate with, and has not been calculated with reference to, the potential risk of injury or loss which may be caused by the exposure of persons or property to such substances or conditions. Therefore, to the fullest extent permitted by law, Client agrees to defend, indemnify, and hold Engineering Resources, Inc., its officers, directors, employees, consultants, harmless from and against any and all claims, damages, and expenses, whether direct, indirect, or consequential, including but not limited to, attorney fees and court costs, arising out of, or resulting from the discharge, escape, release, or saturation of smoke, vapors, soot, fumes, acid, alkalis, toxic chemicals, liquids, gases, or any other materials, irritants, contaminants, or pollution in or into the atmosphere, or on, upon, in, or into the surface or substance of soil, water, or watercourses, objects, or any tangible matter, whether sudden or not.

Nothing contained within this Agreement shall be construed or interpreted as requiring Engineering Resources, Inc. to assume the status of a generator, storer, transporter, treater, or disposal facility as those terms appear within the Resource Conservation and Recovery Act, 42 U.S.C.A., 6901 et seq., as amended, or within any State statute governing the generation, treatment, storage, and disposal of waste.

Engineering Resources, Inc. shall not be liable for damages arising out of or resulting from the actions or inactions of governmental agencies, including but not limited to, permit processing, environmental impact reports, dedications, general plans and amendments thereto, zoning matters, annexations or consolidations, use or conditional use permits, and building permits. Client agrees to defend, indemnify, and hold Engineering Resources, Inc., its consultants, agents, and employees harmless from any and all liability, other than that caused by the negligent acts, errors, or omissions of Engineering Resources, Inc., arising out of or resulting from the same.

TERMINATION:

Notwithstanding the above, this Agreement may be terminated by either party upon written notice to the other, by mutual consent, or in the event of substantial failure by the other party to perform in accordance with the terms of the Agreement through no fault of the terminating party. The Client may terminate this Agreement, in whole or in part, by written notice to Engineering Resources, Inc. specifying the extent to which performance of services is terminated and the date upon which such termination becomes effective.

In the event of such termination, Engineering Resources, Inc. shall be entitled to payment for unbilled service, including expenses if applicable, based on the completion of the compensation agreement described in the attached letter. This shall include any commitments that had become firm prior to termination.

PROFESSIONAL SERVICES FEE ESTIMATE

PROJECT: Foster Park Golf Course - Permitting



Project Labor Fees		EN10 Services	EN8 Services	EN3 Services	EN1 Services	TOTAL LABOR
Page	Description					
1	2026 Renovation	29	102	144	68	\$53,023.00
2						
3						
4						
5						
6						
7						
8						
9						
TOTAL HOURS		29	102	144	68	343
NEGOTIATED LABOR RATE		\$209.00	\$189.00	\$137.00	\$117.00	
TOTAL LABOR		\$6,061.00	\$19,278.00	\$19,728.00	\$7,956.00	\$53,023.00

Project Direct Expenses		Reproductions - Copies	Reproductions - 24x36	Postage	Mileage	Meals	Permitting Fees	TOTAL EXPENSES
Page	Description							
1	2026 Renovation						750	\$825.00
2								
3								
4								
5								
6								
7								
8								
9								
TOTALS		0	0	0	0	0	750	
EXPENSE RATE		0.15	1.25	10	0.725	13.00	1.1	
TOTAL EXPENSES		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$825.00	\$825.00

Total Project Fee		2026	Base Labor Fee @ Year	2026	2027	2028	2029	Total Fee w/Expenses	Inflation Rate	Rounded
Page	Description									
1	2026 Renovation	\$53,023.00	75%	25%				\$54,245.67	3.00%	\$54,250.00
2										
3										
4										
5										
6										
7										
8										
9										

TOTAL MAXIMUM NOT TO EXCEED = \$54,250.00