



To: Board of Parks and Recreation
From: Mark Heintz – Director of Parks and Recreation
Date: September 19, 2023
Re: Parks and Recreation Master Plan Professional Services Agreement

Following direction from the Park Board at your last meeting, staff met with HWC Engineering to define the scope of the five-year parks and recreation master plan for the department. The services, scope, schedule, and compensation are described in more detail in the agreement mainly in the four appendices. Further, the formed agreement was reviewed and edited based upon review by Attorney Wickland.

Matt Reardon from HWC Engineering is attending tonight's meeting to answer any further questions on the agreement or the on the process for the master plan.

Recommendation: Staff is recommending your approval of the professional services agreement with HWC Engineering to complete a Five-Year Parks and Recreation Master Plan for the Town of Munster and to authorize the Director to sign it on your behalf.

DAVID E. WICKLAND

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September 15, 2023

Sent via Email

Mr. Mark Heintz, CPRP
Director of Parks and Recreation
Town of Munster
1005 Ridge Road
Munster, IN 46321

Re: HWC Engineering Agreement

Dear Mark:

Please be advised that I have reviewed the above-referenced Agreement involving a modification by HWC of the Munster Five-Year Comprehensive Parks & Recreation Master Plan. My thoughts and legal opinions to the contract are as follows.

On Page 2, in the fourth paragraph, the words "the parties" should be added and the paragraph should read as follows:

"NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, the parties agree as follows:"

On Page 3, SECTION V: GENERAL PROVISIONS, there are numerous modifications that were made by HWC. I concur with those modifications; however, wherever there has been a modification or a change, each of the parties' should "initial" in the margin of the contract. On Page 5, SECTION V 6. Insurance, HWC has set forth the basic General Liability insurance it is providing. I would suggest that you or the Clerk contact our insurance carrier of record to make sure that this paragraph is acceptable to them.

With regard to Appendix "A", the description of services set forth therein is acceptable. With regard to Appendix "B", the information and services to be furnished by the Town of Munster are acceptable. In Appendix "C", it is important to note that there is a specific schedule with certain activities that must be accomplished in the schedule. Finally, with regard to Appendix "D", the compensation to be paid to HWC by the Town of Munster is a lump sum in the amount of \$56,900.00. HWC's engineering billing rates and reimbursable expenses are also included in Appendix "D".

Mr. Mark Heintz, CPRP
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I believe the above comments cover my opinions and thoughts, but as always, should you have any further comments or questions, please feel free to contact me.

Very truly yours,

/s/David E. Wickland

DEW:slq