



## STAFF REPORT

DATE: January 7, 2025  
REGULAR

**AGENDA ITEM:** Appoint City Engineer and Approve Amendment to the Bolton & Menk Professional Services Agreement

**SUBMITTED BY:** Nicole Miller, City Administrator

**REVIEWED BY:** Julie Johnson, City Clerk  
Sarah, Sonsalla, City Attorney

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**BACKGROUND:** Per City Code 3.08.010, at the first regular council meeting in January of each year the Council shall appoint a city engineer.

In 2024, the city engineer and principal provider of professional engineering services was Mr. Jack Griffin of FOCUS Engineering, Inc. However, effective January 1, 2025, FOCUS Engineering was acquired by Bolton & Menk, Inc. The acquisition includes Bolton & Menk hiring and employing all FOCUS Engineering professional staff, also effective January 1, 2025.

In order to maintain a continuity of engineering services until the City Council may consider an official appointment, a Task Order was executed with Bolton & Menk to provide interim city engineer services from January 1, 2025 until January 7, 2025. For this interim service period, Mr. Jack Griffin remained as the city engineer, but as an employee of Bolton & Menk.

**ISSUE BEFORE COUNCIL:** Who should the Council appoint as City Engineer? Does the Council approve the Amendment to the Bolton & Menk Professional Services Agreement, dated March 20, 2013?

**PROPOSAL DETAILS/ANALYSIS:** Bolton and Menk has submitted a proposal to provide city engineering services to Lake Elmo and to be appointed as the City Engineer in 2025. Bolton & Menk is proposing Mr. Nate Stanley to serve in the role as city engineer. Mr. Stanley has 22 years of professional experience including over 8 years serving as the Public Works Director and/or City Engineer for the City of Hopkins. He will be supported by Chad Isakson as the Assistant City Engineer, Jack Griffin as a Sr. Project Manager, and Mike Rusenovich, as a Project Engineer.

Bolton & Menk has submitted a proposal letter together with an Amendment to the Bolton & Menk Professional Services Agreement with the City, dated March 20, 2013 for consideration by the Council. The Amendment was reviewed by the City Attorney.

**RECOMMENDATION:** Staff is recommending that the City Council approve a motion to appoint Mr. Nate Stanley of Bolton & Menk, Inc., as the official City Engineer and principal provider of professional engineering services for 2025, and to approve the Amendment to the Bolton & Menk Professional Services Agreement, dated March 20, 2013. The recommended motion is as follows:

***“Move to appoint Mr. Nate Stanley of Bolton & Menk, Inc., as the official City Engineer and principal provider of professional engineering services for 2025, and to approve the Amendment to the Bolton & Menk Professional Services Agreement, dated March 20, 2013.”***

**ATTACHMENTS:**

1. Bolton & Menk Proposal Letter to provide City Engineering Services, dated January 1, 2025.
2. Amendment to the Bolton & Menk Professional Services Agreement, dated March 20, 2013.



**BOLTON  
& MENK**

Real People. Real Solutions.

111 Washington Avenue South  
Suite 650  
Minneapolis, MN 55401

Phone: (612) 416-0220  
Bolton-Menk.com

January 1, 2025

Ms. Nicole Miller  
City Administrator  
City of Lake Elmo  
3880 Laverne Avenue North  
Lake Elmo, Minnesota 55042

RE: City Engineering Services

Dear Ms. Miller:

Bolton and Menk is pleased to submit this proposal to provide city engineering services to Lake Elmo and respectfully request your consideration to be appointed as your City Engineer in 2025. The appointed City Engineer will be Nate Stanley, an experienced professional with 22 years of experience including over 8 years serving as the Public Works Director and/or City Engineer for the City of Hopkins. Nate will be supported by Chad Isakson as the Assistant City Engineer, Jack Griffin as a Sr. Project Manager, and Mike Rusenovich, as a Project Engineer. We offer Lake Elmo a strong team of professionals, a seamless transition by maintaining your current engineering team, and retaining the depth of institutional knowledge of city infrastructure, as well as the city's engineering standards, processes and policies. In addition, Bolton and Menk acknowledges the city's intent to continue to utilize the professional services pool for project engineering services when deemed in the best interest of the city.

We propose to perform the City Engineering services as outlined in the attached Amendment to the existing Agreement between the City of Lake Elmo and Bolton and Menk, dated March 20, 2013.

- Article 1 of the agreement has been amended to revise the services of the engineer to include the duties and responsibilities of the City Engineer, including general engineering, private development engineering, and project-specific engineering services.
- Article 3 has been amended to address the basis of compensation and includes a monthly retainer fee in the amount of \$3,200 for 2025. This includes the same scope of general engineering services that the city has received from FOCUS Engineering and is outlined in detail in the Amendment. However, under this retainer, the city will receive greater benefit from Bolton and Menk due to our robust GIS and mapping capabilities.

We have also attached our 2025 Municipal Schedule of hourly billing rates. Our billing rates for the identified engineering team are as follows:

Name: Ms. Nicole Miller, City Administrator

Date: January 1, 2025

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**Engineering Team**

Nate Stanley, City Engineer / Sr. Project Manager

Jack Griffin, Sr. Project Manager

Chad Isakson, Assistant City Engineer/Sr. Project Manager

Mike Rusenovich, Project Engineer

**Hourly Rate**

\$225 per hour

\$225 per hour

\$188 per hour

\$155 per hour

An Invoicing Summary Report will be submitted with monthly invoicing to assist with allocating costs to the appropriate city budget. Development support services for specific development applications will be invoiced separately to facilitate pass-through billing by the city to applicants. The task order procedure outlined in Article 1.2 of the Agreement will continue to be followed for project specific work.

We are excited about this opportunity to serve the City of Lake Elmo, and to provide enhanced engineering services after combining FOCUS Engineering with Bolton and Menk. Please contact me, or Jack Griffin, should you have any questions.

Sincerely,

**Bolton & Menk, Inc.**



**Nate Stanley, P.E.**

Senior Project Manager

cc: Bradley C. DeWolf, CEO

Kreg J. Schmidt, COO

Enclosure

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

# **AMENDMENT TO THE AGREEMENT BETWEEN CITY OF LAKE ELMO AND ENGINEER FOR PROFESSIONAL SERVICES**

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This AMENDMENT is made effective as of the \_\_\_\_ day of \_\_\_\_\_, 2025, ("Effective Date") by and between the **CITY OF LAKE ELMO, MINNESOTA**, a Minnesota Municipal corporation (hereinafter referred to as the "City"), and **Bolton and Menk, Inc**, a corporation (hereinafter referred to as "ENGINEER").

Section 1. The City and Engineer hereby agree to amend the Client-Engineer Professional Services Agreement dated March 20, 2013 (the "Agreement") to replace Article 1.1 Scope of Services as follows:

## **ARTICLE 1: SERVICES OF THE ENGINEER**

1.1 Scope of Services: The City agrees to and hereby does retain and appoint ENGINEER as the designated "City Engineer", and ENGINEER agrees to perform professional engineering services ("Professional Engineering Services") in connection with the responsibilities of the City Engineer, as directed by the City Council and under the direction of the City Administrator.

A. General Engineering Retainer Services: General Engineering Retainer Services are the professional services as follows:

1. Provide engineering assistance on day-to-day matters not related to a specific project or development.
2. Attend city council meetings, workshops or Commission meetings to address engineering matters.
3. Attend internal city staff meetings involving engineering matters.
4. Act as the city's liaison with other communities, Washington County, watershed districts, state and federal agencies on matters not related to a specific project.
5. Respond to constituent requests as received or directed by City staff on matters not related to a specific project.
6. Perform annual capital improvement plan updates for street and utility infrastructure.
7. Provide administration of the municipal state aid system.
8. Advise on potential funding solutions for infrastructure projects such as identifying grants or loan programs.
9. Provide annual infrastructure system GIS and mapping updates.
10. Coordinating updates to the city's engineering design standards manual.

B. General Engineering Services: General Engineering Services (non-retainer) are the professional service needs that arise within a community on a day-to-day basis and are related to specific permit applications or are funded through the street fund, water enterprise fund, sewer enterprise fund, or stormwater utility fund.

1. Provide assistance to other city departments on engineering related matters as requested, including planning, building and right-of-way permit reviews.
  2. Act as the city's liaison and technical representative with other communities, Washington County, watershed districts, state and federal agencies on specific projects.
  3. Assist Public Works with matters related to the performance, operations and permitting of the municipal water system, municipal sanitary sewer system, and storm sewer system, including the MS4 NPDES permitting.
- C. Private Development Engineering Services: Private Development Engineering Services are professional services associated with guiding and overseeing the planning, design and construction of public infrastructure systems through private development projects. These services are typically reimbursed through development escrows.
1. Meet with developers and members of the public on development projects to relay the processes and procedures for engineering and infrastructure development.
  2. Review development applications and plans for conformance with the city standards.
  3. Perform construction oversight of development projects for conformance with city standards and the terms of any applicable development agreement or site improvement agreement.
  4. Obtain record plans for all development installed public infrastructure and update utility and street maps each year.
- D. Project-Specific Engineering Services: Project-Specific Engineering Services are professional services associated with guiding and overseeing the planning, design and construction of public infrastructure systems through city-initiated projects and are typically associated with a dedicated funding source. When requested by the city, services for specific projects will be detailed and documented in a "Task Order" executed in accordance with the procedure outlined in Article 1.2.
1. Project management and programming, topographic surveys, preliminary engineering and feasibility reports, preparing cost estimates, preparation of working drawings and specifications; construction administration, staking and construction observation, project communication and correspondence, council communication, and public communication and engagement.
  2. Oversee and manage the annual street maintenance projects.
  3. Prepare Requests for Proposals, and oversee the selection of outside professional consultants for certain projects, and manage the professional service contracts.
  4. Act as city liaison and technical representative related to County, State and Federal projects requiring city partnership and collaboration.

Section 2. The City and Engineer hereby agree to amend the Agreement to replace Article 3.1 Compensation as follows:

### **ARTICLE 3: COMPENSATION**

3.1 Basis for Compensation. Compensation to ENGINEER shall be as set forth as follows:

1. Compensation to ENGINEER for all General Engineering Services (non-retainer) and Private Development Services shall be provided on an hourly rate basis in accordance with the Fee Schedule on file at the CITY, or as mutually agreed to in written form.
2. Compensation to ENGINEER for General Engineering Retainer Services shall be a fixed monthly retainer fee as stated on the Fee Schedule on file at the CITY. The monthly retainer fee will be adjusted annually to account for changed labor costs, inflation, or changed overhead conditions.
3. Project-Specific Engineering Services shall be compensated on an hourly rate basis in accordance with the Fee Schedule on file at the CITY, or as described in a specific "TASK ORDER" as outlined in ARTICLE 1.2.

Section 3. The City and Engineer hereby agree to amend the Agreement to add a new Section 5.13 Indemnification as follows:

#### **5.13 Indemnification**

ENGINEER shall indemnify and hold the CITY harmless from losses, damages, claims, and judgments (including reasonable attorneys' fees and expenses of litigation as set forth below) arising from third-party claims or actions relating to the services only to the extent caused by the acts, negligence, errors or omissions (whether in the performance of professional services or otherwise) of ENGINEER'S or ENGINEER'S employees, agents, or subconsultants occurring during the scope of ENGINEER's performance of the services under this AGREEMENT, and provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, or death, or to injury to or destruction of tangible property. This indemnification shall include reimbursement of the CITY's reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under ENGINEER's comprehensive general liability and professional errors and omissions insurance policies.

To the fullest extent permitted by law and subject to the maximum liability limits set forth in Minnesota Statutes Section 466.04, CITY shall indemnify, defend, and hold harmless ENGINEER from losses, damages, claims, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the services being performed by the ENGINEER under this AGREEMENT, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible personal property, but only to the extent caused by the acts or omission of the CITY or the CITY's employees, agents, or other consultants. This indemnification shall not apply to claims for consequential damages, lost revenues, increased expense or lost profits, nor to any claim for punitive or exemplary damages.

Section 4. All references to “Article 5.9” in the Agreement in Article 2.1 of the Agreement shall be changed to reference “Article 5.7.”

Section 4. All references to “Article 5.6” in the Agreement in Article 5.7 of the Agreement shall be changed to reference “Article 5.5.”

Section 5. All other terms and conditions in the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this AMENDMENT as of the date first above written.

BOLTON AND MENK, INC.

CITY OF LAKE ELMO, MINNESOTA

By \_\_\_\_\_

By \_\_\_\_\_

Mayor

By \_\_\_\_\_

City Clerk

# 2025 MUNICIPAL SCHEDULE OF FEES

The following fee schedule is based upon competent, responsible professional services and is the minimum, below which adequate professional standards cannot be maintained. It is, therefore, to the advantage of both the professional and the client that fees be commensurate with the service rendered. Charges are based on hours spent at hourly rates in effect for the individuals performing the work. The hourly rates for principals and members of the staff vary according to skill and experience. The current specific billing rate for any individual can be provided upon request.

The fee schedule shall apply for the period through December 31, 2025. These rates may be adjusted annually thereafter to account for changed labor costs, inflation, or changed overhead conditions.

These rates include labor, general business, and other normal and customary expenses associated with operating a professional business. For projects with typical expenses and unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey stakes, and routine expendable supplies; no separate charges will be made for these activities and materials. Expenses beyond typical project expenses, non-routine expenses, and expenses beyond the agreed scope of services, such as out of town travel expenses, long travel distances, large quantities of prints, extra report copies, outsourced graphics and photographic reproductions, document recording fees, outside professional and technical assistance, and other items of this general nature will be invoiced separately. Rates and charges do not include sales tax, if applicable.

Employee Classification	2025 Hourly Billing
Senior Project Manager	\$188-235
Project Manager	\$172-216
Senior Project Engineer	\$157-183
Project Engineer	\$145-178
Design Engineer	\$120-159
Architect	\$150-270
Senior Planner	\$145-213
Planner	\$117-146
Senior Landscape Architect	\$152-199
Landscape Architect	\$142-161
Landscape Designer	\$85-134
Licensed Project Surveyor	\$178-196
Graduate Surveyor	\$120-189
Survey Technician	\$90-196
Senior Technician	\$130-209
Technician	\$90-169
Specialist*	\$90-226
Practice Expert**	\$173-363
Senior Principal	\$217-265
Principal	\$173-230
Administrative/Corporate Specialists	\$72-118
GPS/Robotic Survey Equipment	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

<sup>1</sup> No separate charges will be made for GPS or robotic total stations on Bolton & Menk, Inc. survey assignments; the cost of this equipment is included in the rates for survey technicians.

\*Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.

\*\*Highly specialized and industry expertise unique to the market or area of discipline.