

STAFF REPORT

DATE: 12/17/2024

Consent Agenda

TO: City Council
FROM: Jason Stopa, Community Development Director
AGENDA ITEM: Approve Bolton & Menk's contract renewal for 2025
REVIEWED BY: Nicole Miller, City Administrator

BACKGROUND:

The City of Lake Elmo has been under contract with Bolton & Menk (B&M) for planning services for the past two years. The original contract was intended to provide a bridge until planning staff were hired by the city. There remains a need for on-call planning services as the projects Bolton and Menk is working on are not completed and there may be a need for occasional planning support in the future.

ANALYSIS:

Currently, the department of community development is very busy processing major subdivisions, PUDs, and in general larger development projects. This work coordinates with various agencies and city departments. B&M provides much needed support on these projects, and developers provide an escrow payment to cover B&M's expenses.

ISSUE BEFORE COUNCIL: Should the city approve a contract renewal with Bolton & Menk for 2025?

FISCAL IMPACT: The contract is included in 2025's budget. A majority of their billable hours are paid by developers through escrow.

OPTIONS:

- Approve the contract renewal
- Deny the contract renewal
- Amend the contract renewal
- Table for further information

RECOMMENDATION:

"Motion to approve Bolton and Menk's contract for 2025"

ATTACHMENTS:

- Contract
- Rate Sheet

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

¹ 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.

AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement for Professional Services (this “Agreement”), made this ____ day of _____, 2024, by and between the City of Lake Elmo, a Minnesota municipal corporation with its principal office located at 3880 Laverne Ave N., Lake Elmo, Minnesota 55042 (the “City”), and Bolton & Menk, Inc., a Minnesota corporation with its principal office located at 1960 Premier Drive, Mankato, MN 56001-5900 (“Contractor”).

I. SERVICES TO BE PROVIDED.

Contractor will provide on-call planning services to the City. The services will primarily consist of:

1. Attend in person meetings with applicants and city staff as needed;
2. Attend weekly remote check-in meetings with the City during periods when services are provided;
3. Attend City development review meetings, Planning Commission meetings, City Council meetings, and other meetings as requested by the City. Attendance shall be in person unless remote attendance is otherwise approved by the City;
4. Review land use applications as directed by the City Administrator or designee including but not limited to plats, PUDs, comprehensive plan amendments, zoning map or code amendments and other major subdivision applications;
5. Preparation of staff reports and presentations to the Planning Commission and City Council with respect to all of the City’s land use applications as noted above;
6. Preparation of public hearing notices for land use applications;
7. Assist with the preparation of development agreements; and
8. Any other planning services that are requested by the City.

Said Services shall be provided as described in Contractor’s proposal attached as Exhibit A (collectively, the “Services”). All Services provided by Contractor under this Agreement shall be provided in a manner consistent with the level of care and skill ordinarily exercised by professional consultants currently providing similar services.

II. COST OF SERVICES.

A. Contractor shall perform the Services outlined in this Agreement and its proposal at the rates set forth in Exhibit A. Contractor shall invoice the City on a monthly basis for the Services performed by Contractor. The invoice must include the number of hours and a description

of the Services performed by Contractor. Payment to Contractor by the City shall be due within 30 days of the date of the invoice.

B. The attached Schedule of Fees shall apply for services provided through December 31, 2024. Hourly rates may be adjusted by CONSULTANT on an annual basis thereafter to reflect reasonable changes to its operating costs. Adjusted rates will become effective January 1 each subsequent year.

C. The City shall not be responsible for payment for any additional costs or work performed by Contractor that are outside the scope of this Agreement that are not expressly pre-approved by the City.

III. CITY'S RESPONSIBILITIES.

- A. Upon request, the City shall provide Contractor with all available relevant materials pertaining to completion of the Services.
- B. Attend weekly check-in meetings during periods when services are engaged.
- C. Provide the Contractor VPN remote access to City files and relevant software.

IV. TERM AND TERMINATION OF AGREEMENT.

The term of this Agreement shall commence, and Contractor shall commence performing the Services on January 2, 2025. This Agreement may be terminated earlier by either party by giving 30 days' written notice to the other party. Upon termination, Contractor shall be paid by the City for all Services rendered by Contractor and all other pre-approved costs incurred by Contractor as of the date of the termination for which Contractor has not yet been compensated.

V. INDEPENDENT CONTRACTOR.

All Services provided pursuant to this Agreement shall be provided by Contractor as an independent contractor and not as an employee of the City for any purpose. Any and all officers, employees, subcontractors, and agents of Contractor, or any other person engaged by Contractor in the performance of the Services pursuant to this Agreement, shall not be considered employees of the City. Any and all actions which arise as a consequence of any act or omission on the part of Contractor, its employees, subcontractors, or agents, or other persons engaged by Contractor in the performance of Services pursuant to this Agreement, shall not be the obligation or responsibility of the City. Contractor, its employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the City's employees, except as otherwise stated in this Agreement.

VI. INDEMNIFICATION.

Contractor, and subcontractors of Contractor, shall indemnify, defend, and hold harmless the City and its officials, employees, contractors and agents from claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation) caused by any negligent act or omission by Contractor, engaged by Contractor in the performance of the Services pursuant to this Agreement. Likewise, the City agrees that it will indemnify, defend, and hold harmless the Contractor, and its employees, subcontractors, and agents of Contractor against any and all claims, losses, liabilities, and expenses (including reasonable attorneys' fees and expenses of litigation),

which the Contractor may hereafter sustain, incur, or be required to pay arising out of the actions of the City pursuant to this Agreement.

VII. INSURANCE.

Contractor agrees to maintain, at its expense, statutory workers' compensation insurance coverage. Contractor also agrees to maintain, at its expense, general liability insurance coverage insuring Contractor against claims for bodily injury, death, or property damage arising out of Contractor's general business activities (including automobile use). The liability insurance policy shall provide coverage for each occurrence in the minimum amount of \$1,500,000. Upon request of the City, Contractor shall provide the City with certificates of insurance, showing evidence of the required coverage and listing the City as an additional insured.

VIII. MISCELLANEOUS PROVISIONS.

A. Entire Agreement.

This Agreement shall constitute the entire agreement between the City and Contractor and supersedes any other written or oral agreements between the City and Contractor. This Agreement can only be modified in writing signed by the City and Contractor.

B. Data Practices Act Compliance.

Data provided, produced, or obtained under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13. Contractor will immediately report to the City any requests from third parties for information relating to this Agreement. Contractor agrees to promptly respond to inquiries from the City concerning data requests.

C. Choice of Law and Venue.

This Agreement shall be governed by and construed in accordance with the laws of Minnesota. Any disputes, controversies, or claims arising under this Agreement shall be heard in the state or federal courts of Minnesota and the parties waive any objections to jurisdiction.

D. No Assignment.

This Agreement may not be assigned by either party.

E. Compliance with Laws.

Contractor shall exercise due professional care to comply with applicable federal, state, and local laws, rules, ordinances, and regulations in performing the Services under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in duplicate on the respective dates indicated below.

CITY OF LAKE ELMO

By: _____
Charles Cadenhead
Its: Mayor

By: _____
Julie Johnson
Its: City Clerk

BOLTON & MENK, INC.

By: _____
Its: _____

EXHIBIT A

Contractor's Proposal



Real People. Real Solutions.

3507 High Point Drive North
Bldg. 1 Suite E130
Oakdale, MN 55128

Ph: (651) 704-9970
Bolton-Menk.com

November 4, 2020

Jason Stopa, Community Development Director
City of Lake Elmo
3880 Laverne Avenue North
Lake Elmo, MN 55042

RE: Proposal for Continued Planning Assistance

Dear Mr. Stopa:

The City of Lake Elmo has been under contract with Bolton & Menk for planning services for the past two years to provide high-quality development review and customer service. The original contract was intended to provide a bridge until planning staff were hired by the city. There remains a need for on-call planning services as the projects Bolton and Menk is working on are not completed and there may be a need for occasional planning support in the future. Bolton & Menk, Inc. has the experience and qualifications to continue to provide quality professional planning services. We understand what needs to be accomplished for successful planning and development services.

Planning Team

The Bolton & Menk team is intended to serve as an extension of city staff, with close coordination between the city and team maintained at all times. The proposed team provides the optimum combination of accessibility, community knowledge, and specialized expertise. Our goal is to make sure your projects are reviewed in a timely and professional manner.

Bolton & Menk will continue to serve the City of Lake Elmo using a team approach. The Planning team is led by Jenni Faulkner. Jenni will continue to serve as your primary contact and be responsible for all activities performed on behalf of the City of Lake Elmo. This approach ensures consistency across all planning services provided—the city only has to look to one place for answers or information.

Jenni is supported by a team of professionals with a depth of planning experience, including Nathan Fuerst, and TJ Hofer. Combined, this team has over 40 years of planning experience. Nathan has been engaged and providing planning services to the City for the past eighteen months. His knowledge and experience have become an asset to the City.

Bolton & Menk's multidisciplinary approach means we can answer a lot of questions with a quick trip down the hall. If specific technical questions arise during the process, we can answer them, usually without outside consultation or additional cost. In addition to extensive planning experience, our firm has expertise in civil engineering, surveying, landscape architecture, community development, GIS, funding and grant writing, graphic design, communication, historic and cultural resources, environmental services, and many other related areas.

Work Plan

Planning Services

You have asked that we be responsible for reviewing land use applications and assisting with various related planning and zoning applications. Our team has extensive experience in processing a variety of

land use applications from the simple to the very complex including subdivisions, PUD's, ordinance amendments, and Comprehensive Plan updates. Based on our experience providing planning services, we recommend a regularly scheduled weekly meeting to stay in communication. This will ensure issues are addressed, and we are working as a team and aware of changing issues and deadlines. We have established a team that can be flexible as the city needs evolve.

- Jenni Faulkner will serve as project manager and provide direct planning services as needed. Jenni will provide oversight of the development review process and general project support. Jenni can continue to work on the projects she has been involved with for continuity.
- Nathan Fuerst will be your primary city planner and provide development review and general project support. Nathan will meet with applicants, review land-use applications, prepare staff reports and make presentations to the Planning Commission. He will be available for Tuesday afternoon office hours, attend in-person Development Review Meetings, and be available during the workday remotely or in person for meetings as needed. Nathan is available to attend the Planning Commission and City Council meetings.
- TJ Hofer will also be available on an as needed basis. TJ is available to assist with items behind the scenes. TJ is a planner that served as an intern for the city a few years ago.

AUAR/EIS/EAW/Other Projects

These projects are specialized and usually have a specific timeframe for completion. Examples of these projects include environmental reviews, master plans, small area studies, complete zoning ordinance rewrites or other special planning studies. We will work with the city to define a scope of services and budget, as they come up.

Fee Estimate

2024 Rates for our key personnel are as follows:

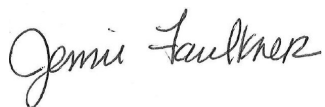
Employee	Hourly Rate
Jenni Faulkner, Senior Planner/Project Manager	\$199 per hour
Nathan Fuerst, Senior Planner	\$165 per hour
TJ Hofer, Planner II	\$146 per hour

Note that 2025 rates will apply. Those rates will be published in December 2025. We anticipate a modest increase to cover inflationary costs increases.

We appreciate the opportunity to work with you and are confident we will successfully assist the City in its planning needs. Please contact me at 612-378-2634 or jenni.faulkner@bolton-menk.com you have any questions regarding our proposal.

Respectfully submitted,

Bolton & Menk, Inc.



Jenni Faulkner
Senior Planner/Project Manager

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Employee Classification	Hourly Billing Rates
Senior Project Manager	\$180-261
Project Manager	\$145-231
Senior Project Engineer	\$140-216
Project Engineer	\$130-201
Design Engineer	\$115-176
Graduate Engineer	\$120-156
Senior Planner	\$110-231
Planner	\$85-161
Senior Landscape Architect	\$145-216
Landscape Architect	\$130-161
Landscape Designer	\$75-134
Licensed Project Surveyor	\$160-191
Graduate Surveyor	\$125-191
Survey Technician	\$80-189
Senior Technician	\$120-206
Technician	\$85-176
Specialist*	\$95-226
Practice Expert**	\$170-311
Senior Principal	\$200-320
Principal	\$165-286
Administrative/Corporate Specialists	\$50-176
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

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