



AGENDA OF THE SPECIAL MEETING OF  
THE CITY COUNCIL  
CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA  
March 30, 2023  
5:00 P.M.

NOTE: Due to Open Meeting Law restrictions, the City Council may be discussing agenda items for the first time. Your patience and understanding are appreciated during this process.

**PLEDGE OF ALLEGIANCE**

**APPROVE AGENDA**

**OPEN PUBLIC FORUM**

**ANNOUNCEMENTS**

**CONSENT AGENDA**

- A. Approve RESOLUTION 2023-22 Authorizing the Correction of Measurement \* (p. 2)
- B. Approve March Closed Meeting Minutes\* (p. 3)
- C. Approve 2024 City Assessor Fee Increase\* (pp. 4-5)

**CITY BUSINESS**

- A. Deputy Clerk Position Staff Recommendation\* (pp. 6 - 13)  
*Time Budget: 10 Minutes*
- B. City Engineer – Bolton and Menk\* (pp. 14 - 62)
  - a. Resident Feedback
  - b. Council Discussion
  - c. Approve Execution of Service Agreement.  
*Time Budget: 10 Minutes*
- C. City Planner – Ben Wikstrom\* (pp. 63 - 78)
  - a. Resident Feedback
  - b. Council Discussion
  - c. Approve Execution of Service Agreement.  
*Time Budget: 10 Minutes*

**ADJOURN**

\* Denotes items that have supporting documentation provided

**RESOLUTION 2023 - 22**

**CITY OF BIRCHWOOD VILLAGE  
WASHINGTON COUNTY, MINNESOTA**

**A Resolution Correcting the approved plans for 469 Lake Avenue**

**WHEREAS**, the City has approved certain plans, as modified and with several variances attendant thereto, for a Project at 469 Lake Avenue and,

**WHEREAS**, the Property Owner wishes to move forward with their Project and take-out building permit(s) based on the approved plans, and

**WHEREAS**, the parties have discovered a, ‘scrivener’s error,’ in that there is a reference to a measurement of, “7.9 feet,” for the south side-yard setback which should be indicated in all public documents and for the record to be, “7 feet 9 inches,” as the south side-yard setback for the building, and

**WHEREAS**, the parties wish to memorialize and correct the record regarding this discrepancy prior to moving forward on the Project.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Birchwood Village hereby authorizes the following:

1. Amending any record, document or approval that the City holds or relies on that refers to the south side-yard setback for the Project located at 469 Lake Avenue that indicates, “7.9 feet” to “7 feet 9 inches” for all intents and purposes.

Passed by the City Council of The City of Birchwood Village, Minnesota this 30<sup>th</sup> day of March, 2023.

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Margaret Ford, Mayor

Attest:

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Rebecca Kellen, City Administrator

**MINUTES  
CLOSED COUNCIL MEETING  
CITY OF BIRCHWOOD VILLAGE  
March 14, 2023  
6:15pm**

**CALL TO ORDER:**

Mayor Ford calls the meeting to order at 6:18 PM.

**MEMBERS PRESENT:** Mayor Margaret Ford, Councilmembers: Mark Foster, Justin McCarthy, Ryan Hankins,

**STAFF PRESENT:** City Administrator Rebecca Kellen

**OTHERS PRESENT:** City Attorney Alan Kantrud, LMC (League of Minnesota Cities) Attorney Paul Merwin, City Engineer Steven Thatcher

Mayor Ford closed the meeting stating that the meeting was between the City of Birchwood Village as the client and its Attorney, Paul Merwin, to have an "attorney-client" privileged conversation concerning the active litigation in the Nicklaus v. City of Birchwood matter; and as such was closed to the public per MN STAT. 13D.05 Subd. 3(b).

**MEETING ADJOUNED AT 6:45 PM.**

**ATTEST**

\_\_\_\_\_  
**MAYOR MARGARET FORD**

\_\_\_\_\_  
**CITY CLERK REBECCA KELLEN**

**Re: 2024 Assessment**

Chase Peloquin <DellwoodAssessor@outlook.com>

Mon 3/13/2023 3:01 PM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Cc: Margaret Ford <Margaret.Ford@cityofbirchwood.com>; Mary Cahill <Mary.Cahill@cityofbirchwood.com>

Hi Rebecca,

Thanks for the reply. I would be proposing the following fee schedule. This would affect the 2024 City budget. It would be for the 2024 Assessment, which is work performed in 2023, but not invoiced until January 2024.

For 2024 the pricing would look as follows:

\$5,800 Base Assessing services (increase from \$5,400)

\$30 per new home permit (increase from \$20)

\$3 per all other building permits (this would be a new line item fee, it would apply to building permits such as windows, roofing, siding, decks, porches, remodeling, basement finish, etc).

\$12 annual increase for each newly created parcel

Please let me know if you have any questions, I am happy to chat anytime.

Thanks,

Chase Peloquin

City Assessor

651-538-0683

On Mar 13, 2023, at 10:52 AM, Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com> wrote:

Thank you for the information, Chase. What are you anticipating for 2024 fees? This information would be helpful as we begin to budget for 2024. Please advise.

<Outlook-nlm2vtys.png>

Rebecca Kellen, MBA

City Administrator

City of Birchwood Village, MN

office: (651) 426-3403

fax: (651) 426-7747

email: rebecca.kellen@cityofbirchwood.com

website: <http://www.cityofbirchwood.com/>

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**From:** Margaret Ford <Margaret.Ford@cityofbirchwood.com>  
**Sent:** Monday, March 13, 2023 8:40 AM  
**To:** Chase Peloquin <dellwoodassessor@outlook.com>  
**Cc:** Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>; City of Birchwood Village <info@cityofbirchwood.com>  
**Subject:** Re: 2024 Assessment

Hi Chase,

Good to hear from you. Thanks for this information. We value your work and will discuss as a Council. We will get back to you about process and timeline.

Best,

Margaret

Sent from my iPhone

> On Mar 13, 2023, at 8:10 AM, Chase Peloquin <dellwoodassessor@outlook.com> wrote:

>

> Hi Rebecca & Margaret,

>

> With the completion of the 2023 assessment I've now provided Birchwood with three years of assessing services. Thanks for your continued business, it has been my pleasure! While there may be a slight variance from year to year depending on the number of new home permits, throughout these past three years I have managed to keep my Assessing services fee the same at \$5,400 with zero increases.

>

> During my three year tenure as the City Assessor I've experienced substantial increases to my costs along with overall workload increases from NEW Washington County procedural requirements.

>

> I would like to continue in my work as City Assessor, however to do so I would need to request an increase in my assessing services fee.

>

> I don't know if the City has a process to go through in situations like this but I wanted to start this conversation with you to ensure you have enough time to complete whatever steps or requirements the City needs to satisfy.

>

> I truly believe I have provided Birchwood with high quality assessments and I've also been a staunch advocate for the City while working with the County to ensure Birchwood tax payers are provided fair and equitable property tax valuations.

>

> As a heads up, work for the 2024 assessment starts in early May, 2023.

>

> I look forward to continuing my work for the residents of Birchwood and to be a reliable partner for you and the City Council.

>

> Let me know where we go from here.



TO: Mayor and City Council  
FROM: Rebecca Kellen, City Administrator  
COPIED: Mary Cahill  
SUBJECT: Deputy Clerk Hiring Staff Recommendation  
DATE: 3/24/2023

Mayor Margaret Ford, Councilmember Kathy Weier, City Treasurer Mary Cahill, and City Administrator Rebecca Kellen reviewed the 5 candidate applications that were submitted, interview questions, and rating sheet and gave feedback. The rating sheets were completed per candidate together by Mary Cahill and Rebecca Kellen and led to 2 interviews held on Thursday, March 23<sup>rd</sup>. The interviews were conducted by Margaret Ford, Mary Cahill, and Rebecca Kellen.

It is the consensus of all 3 interviewers that an offer of \$30 per hour, up to a maximum of 30 hours a week, be made to Therese Bellinger. Therese comes to us with experience in bookkeeping, payroll processing, familiarity with the permitting process, and a recommendation from our partners at Saint Anthony Village. We believe Therese will be a good fit for the position and will add value as a staff member at Birchwood Village. Her resume is attached for your review. Please approve that an offer be made to Therese Bellinger for \$30/hour up to a maximum of 30 hours per week with a tentative start date of 4/10/23 dependent on a successful background check.

Thank you for your consideration.

A handwritten signature in blue ink that reads "Rebecca Kellen". The signature is written in a cursive style with a large initial 'R'.

Rebecca Kellen  
City Administrator

March 8, 2023

Re: City Clerk Position-Birchwood Village  
From: Therese Bellinger

To whom it may concern;

I learned of your City Clerk position through Jennifer Doyle, the Human Resources Coordinator with St Anthony Village. I am interested in your position because my work experience matches the experience required. My resume is enclosed for your review.

An opportunity to further discuss my qualifications would be appreciated.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Therese Bellinger".

Therese Bellinger  
612-889-4147  
jane57bell@gmail.com

# Therese Bellinger

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2836 Roosevelt Street NE, St Anthony Village, MN 55418 | 612-889-4147 | jane57bell@gmail.com

## Summary:

Lifetime experience as an office, administrator, and bookkeeping manager. I strive to be the best at what is asked of me. Customer service, employer satisfaction, and bottom line financial success are my goals.

## Skills/Qualifications

Full Charge Bookkeeper-Quickbooks and Excel Proficient  
Payroll Processing and Implementation  
Inventory Management-Shopify Experience  
MS Office  
Type 90 WPM and 10 Key Proficient  
Work Systems Evaluation—Will Minimize Time Eaters and Inefficiencies  
Employee Management--2 to 120 EE's  
Salary Review—"SMART" EE Performance Management System Experience  
Long History of Implementing Bottom Line Improvements  
Organized and Efficient

## Work History

### Therese Bellinger Design, AKBD

### Residential Space Designer, 2005 to Present

Design and estimate new residential spaces per customer needs. Provide buildable drawings with specifications. Coordinate subcontractors and oversee work required. Purchase materials, obtain permits, and collect payments. Manage quality of craftsmanship. Projects ranging from \$10,000 to \$750,000.

### Jilco Incorporated-Edina, MN

### Comptroller, 5/2013 to 8/2020

Improved work systems through reorganization of work flow and employee training. Enhanced shipping options and negotiated services and costs. Inspired a new jewelry line that is currently being sold. Improved bottom line by eliminating unneeded expenses and implemented better cost saving and purchasing practices. Improved and managed all finances. Payroll and HR management. Continuous project management with ongoing support and assistance for owner.

### House Lift Remodeler-Minneapolis, MN

### Office Manager, 2/2000 to 5/2013

Duties included human resource management, salary review, all financials and estimate review, computer system and equipment management, assistance for owner. As a key employee, I was part of the team that helped develop the DEWMAST estimating system that is now called Superbuild. While working, I returned to college and enhanced my current experience by earning my Associate Degree and AKBD Certification in Kitchen and Bath Design-3.9 GPA

## Education

- Interior Design Major: University of Minnesota
- Associate Degree and Certification in Kitchen and Bath Design: Century College, Minnesota

## Volunteerism

- Parks and Environmental Commission: St Anthony Village, Served 6 years, 2 years as Chair
- Friends of the Parks: St Anthony Village
- Pollinator Activist and Supporter for St Anthony Village

## ATTACHMENT FOR DEPUTY CLERK APPLICATION

APPLICANT: Therese Bellinger

### Question #1 Experience in business admin and finance

All business finances--full charge bookkeeping skills that include all aspects of needed entries.  
 Tax ready financials and bottom line management  
 Payroll management--administered and processed  
 Human resource management--benefits, salary review and administration, hiring and firing  
 Training and EE Management  
 Office equipment set up and management. Includes computers, phones, email, fax, and scanning  
 Microsoft proficient

### Question #3 Experience in bookkeeping/accounting

| Accounting Experience        | Company Name                | Duration |
|------------------------------|-----------------------------|----------|
| Receivables/Payables         | Jilco, House Lift Remodeler | 20 years |
| Payroll                      | Jilco, House Lift Remodeler | 20 years |
| Entry                        | Jilco, House Lift Remodeler | 20 years |
| Collections                  | Jilco, House Lift Remodeler | 20 years |
| All Reporting                | Jilco, House Lift Remodeler | 20 years |
| Year End Taxes               | Jilco, House Lift Remodeler | 20 years |
| Bank Reconciliation          | Jilco, House Lift Remodeler | 20 years |
| Bank Deposits/ACH Management | Jilco, House Lift Remodeler | 20 years |

### Question #5a Key to providing quality customer service

Pleasant and positive  
 A good listener  
 Empathetic  
 Patience and understanding  
 Provide action and resolution where needed  
 Follow thru

### #5b Demonstrations of good customer service at work

| Organization                  | Describe Customer Service Duties  | Duration  |
|-------------------------------|---|-----------|
| Therese Bellinger Design      | Met with homeowners directly. Had to be a good listener, patient, detailed, and follow thru.  | 18 years  |
| Jilco                         | Answered Incoming Phone Calls<br>Resolved customer complaints or directed to those who could. Followed thru for resolution                  | 7.5 years |
| House Lift Remodeler          | I would meet with perspective walk in clients to obtain remodeling needs. It required pleasant and thorough fact finding. Plus a sales hat. | 13 years  |
| Parks Commissioner-St Anthony | Being a good listener was key   | 6 years   |

### Question #6 Other qualifications that will benefit me in this position

My office management experience mirrors your job responsibilities.  
 6 years as the Parks Commissioner and Chair for St Anthony, provided the exposure to the many resident needs one might encounter at a city desk. Lastly, my availability for part time or full time hours offers flexibility in meeting the needs of your position.



## Birchwood Village Deputy Clerk Application

Applicant Name: *Therese Bellingher*

DEPUTY CLERK

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**YOU MUST COMPLETE AND RETURN THIS FORM TO BE CONSIDERED AS AN APPLICANT.**

**Please note:**

This form will be used to rank applicants, so please be complete and accurate in your responses.

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1. **Do you have college coursework or experience in business administration, finance, or a closely related field? (choose one)**  YES  NO

If Yes, please answer the following by checking and completing the required information:

**I have the following education in business administration, finance, or a closely related field:**

List post high school classes and/or degrees related to Accounting, Finance, Government or a closely related field:

**I have the following experience in business administration, finance, or a closely related field:**

List experience in business administration, finance, government, or a closely related field:

2. **Do you have at least two years of office support experience and/or previous work-related experience with a municipal government agency in managing and administering local government finances?**

(choose one)

YES

NO



5. (a)What do you think is the key to providing quality customer service?

*See Attached*

(b) Describe how you have demonstrated this in your past work history.

| Organization | Describe customer service duties | Duration |
|--------------|----------------------------------|----------|
|--------------|----------------------------------|----------|

*See Attached*

6. *Other qualifications:*

Summarize special job-related skills and qualifications acquired from employment, education or other experience that will benefit you in this position.

*See Attached*

### Military Experience

|   |
|---|
| Did you serve in the U.S. Armed Forces? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| Describe your duties:   |
| Do you wish to apply for Veterans' Preference points: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No   |
| If you answered "yes," you must complete the enclosed application for Veterans' Preference points, and submit the application and required documentation to the City of Birchwood Village by the application deadline of the position for which you are applying. |

\*\*\*\*\*

I hereby certify that all answers contained in this application are true and I agree and understand any misrepresentation or omission of facts contained in my application for employment or this addendum will be grounds for disqualification for employment, or in the event of employment, immediate dismissal from employment upon later discovery of any omission of facts or misrepresentations.



I further understand if offered a position, I will be required to submit to and pass a criminal background check, and employment reference checks.

By my signature on this form, I hereby acknowledge I have read and understood the above statements. **Failure to sign application forms may result in rejection of your application.**

Applicant's signature: Theresa Bellinger

Date: 3/8/23

## please include in city engineer agenda

Ryan Hankins <Ryan.Hankins@cityofbirchwood.com>

Wed 3/22/2023 7:48 PM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Hi Becky,

Would you please include the following in the agenda packet when we review the city engineer and planner?

Thanks,  
-Ryan

Feedback from a resident on city planning/engineer proposals:

I am historically familiar with all the engineering and planning firms that have applied to the Villages RFP except Ben Wikstrom- planning and GRaEF (although i know some of the GRaEFstaff). GRaEF entered the MN market in 2018 but has a long history in WI. Ben is a newcomer to the market and therefore I am not familiar with him. SRF has traditionally been a transportation firm and is now trying to expand into the municipal market as of late.

As you can imagine, the remainder of the applicants: TKDA, WSB, Bolten/Menk, SRF are longtime successful multi-disciplined firms serving communities like Birchwood. The challenge for these firms will be to get their price point and total billings down to the expectations of a smaller village like Birchwood. They will attempt to do this by putting a lower priced person as the point person supported by a more experienced person and project specific technical experts engaged on an as-needed basis.. This can work provided the point person is bright and works diligently with the Village to determine what we want the person to engage in. I might suggest that the Village asks for a work scope and hourly budget on each specific assignment as much as possible.

In my opinion all of the firms will tend to cost the Village more than Steve Fletcher's firm has for the same work. But that is the market these days and these firms are also bringing more technical expertise to the table when needed. We tend not to have a very diverse technically diverse need however.

I personally think the Village can afford to invest a bit more in its infrastructure from a "long term good" perspective. (I.e. road maintenance, comprehensive stormwater management plan, park maintenance plan, strategic plan update, water access management plan)

Challenge will be to work out a fee program/schedule we can live with for the diverse uses of their staff. We need more regular technical input.

I would rank the firms as follows top to bottom:

WSB  
Bolten/Menk  
TKDA  
GRaEF  
SRF

Good luck.

==

Ryan Hankins  
Birchwood City Council  
Ryan.Hankins@cityofbirchwood.com

## AGREEMENT FOR DESIGNATED CITY ENGINEER AND PROEJCT TASK ORDERS

### CITY OF BIRCHWOOD VILLAGE and BOLTON & MENK, INC.

This Agreement made this 21<sup>ST</sup> day of March 2023, by and between the City of Birchwood Village, 207 Birchwood Avenue, Birchwood Village, MN 55110, (“CLIENT” or “City”), and BOLTON & MENK, INC., 3507 High Point Drive North, Bldg. 1 Suite E130, Oakdale, MN 55128, (“CONSULTANT”).

WITNESS, whereas the CLIENT requires professional services for: 1) general municipal engineering matters, including designation of a licensed professional engineer for CLIENT’S City Engineer position, and 2) various project specific assignments or tasks; and whereas the CONSULTANT agrees to furnish the necessary professional services required and assigned as needed by the CLIENT.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties hereto, it is agreed:

#### SECTION 1- CONSULTANT'S SERVICES

- A. The CONSULTANT agrees to perform the various professional general and project engineering services as hereinafter described.
- B. GENERAL AND DESIGNATED CITY ENGINEER SERVICES
  - 1. The CONSULTANT shall serve in the position as City Engineer under the direction of the City Administrator and provide the following City Engineer Services.
    - a. The CONSULTANT agrees to assign an experienced licensed professional engineer from its staff to be the designated City Engineer and perform the required services and to provide such other staff as may be appropriate or necessary to complete requested services.
    - b. For calendar year 2023, CONSULTANT and CITY hereby designate and appoint Marcus Johnson P.E. as the designated City Engineer.
    - c. Except as may be otherwise specifically required for oversight and administration of CLIENT’S state aid transportation program, the term "City Engineer" as used herein shall refer to the designated City Engineer or the CONSULTANT staff performing requested services under the direct supervision of the designated City Engineer.
  - 2. The City Engineer shall attend City council and planning commission meetings as requested and shall assist CLIENT staff on engineering related issues.
  - 3. Not Used this Agreement.
  - 4. The City Engineer shall advise and provide engineering services to CLIENT staff and Council for general engineering matters in which the City becomes involved.
  - 5. General and Designated City Engineer Services shall be compensated on the following basis:

- a. General and Designated City Engineer compensation will be made as set forth in Section 3.A on a \$300 lump sum basis to attend city council and planning commission meetings, and an hourly rate of \$149/hour for other City Engineer services.
- b. General and Designated City Engineer Services assigned in Section I.B to CONSULTANT staff other than the Designated City Engineer, will be compensated as Additional Services on an hourly basis at the Schedule of Fees rates listed in Section 3.A.

6. Not used This Agreement.

7. Upon request by CLIENT staff, the City Engineer, or its qualified CONSULTANT staff designee, shall review building and site plans and other documents for conformance with CLIENT engineering standards. CONSULTANT is entitled to rely on accuracy of documents as furnished for review without independent verification or calculation. Such reviews are solely for the information and benefit of the CLIENT as a professional opinion limited to consideration of CLIENT's established review criteria. CONSULTANT's services shall not be construed as verification, approval or acceptance of any third-party design or documents. If additional review, beyond that described herein, is desired by CLIENT, such services will be performed as Additional Services.

8. Not used This Agreement.

9. Other specific assigned duties of City Engineer under this agreement.

#### C. PROJECT SPECIFIC SERVICES

1. Engineering and other professional services requested for specific project related studies, surveys, design, plan and specification preparation and construction administration may be authorized as Project Specific Services by separate Task Order or Addendum for each assignment and in connection with each proposed project (referred to as "Project" or "project") associated with that Task Order or Addendum. A sample Task Order form (Exhibit A) is attached at the end of this Agreement.
2. Scope, schedule, and compensation for each Project Specific Services assignment shall be documented by a separate Task Order or Addendum and invoiced under a separate project or task number for each assignment. Upon acceptance of the Task Order or Addendum, the CONSULTANT agrees to perform the required services for the assignment.
3. Project Specific Services shall be compensated in accordance with Section 3.A and as expressly set forth in the applicable Task Order or Addendum for such Services.

#### D. ADDITIONAL SERVICES

1. Upon mutual agreement of the parties, Additional Services may be authorized as described in Paragraph 4.B. Additional Services will be compensated as set forth in Section 3.A.

## SECTION 2- THE CLIENT'S RESPONSIBILITIES

- A. The CLIENT shall promptly compensate the CONSULTANT in accordance with Section 3 of this Agreement.
- B. The CLIENT shall place any and all previously acquired information in its custody at the disposal of the CONSULTANT for its use. Such information shall include, but is not limited to: boundary surveys, topographic surveys, utility information, preliminary sketch plan layouts, building plans, soil surveys, abstracts, deed descriptions, tile maps and layouts, aerial photos, utility agreements, environmental reviews, and zoning limitations. The CONSULTANT may rely upon the accuracy and sufficiency of all such information in performing services unless otherwise instructed, in writing, by CLIENT.
- C. The CLIENT will guarantee access to and make all provisions for entry upon public portions of the project and reasonable efforts to provide access to private portions and pertinent adjoining properties.
- D. The CLIENT will give prompt notice to the CONSULTANT whenever the CLIENT observes or otherwise becomes aware of any defect in the proposed project.
- E. The City Administrator is the designated liaison person to act as the CLIENT'S representative with respect to services to be rendered under this Agreement. Said representative shall have the authority to transmit instructions, receive instructions, receive information, interpret, and define the CLIENT'S policies with respect to the project and CONSULTANT'S services.
- F. The CONSULTANT'S services do not include legal, insurance counseling, accounting, independent cost estimating, financial advisory or "municipal advisor" (as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act 2010 and the municipal advisor registration rules issued by the SEC) professional services and the CLIENT shall provide such services as may be required for completion of the project described in this Agreement.
- G. The CLIENT will obtain all regulatory permits required for the proper and legal execution of the Project. CONSULTANT will assist CLIENT with permit preparation and documentation to the extent described in the appropriate Task Order.
- H. The CLIENT may hire, at its discretion, when requested by the CONSULTANT, an independent test company to perform laboratory and material testing services, and soil investigation that can be justified for the proper design and construction of the project. The CONSULTANT shall assist the CLIENT in selecting a testing company. Payment for testing services shall be made directly to the testing company by the CLIENT and is not part of this Agreement. If CLIENT elects not to hire an independent test company, CLIENT shall provide CONSULTANT with guidance and direction on completing those aspects of design and construction that require additional testing data.

## SECTION 3 - COMPENSATION FOR SERVICES

- A. FEES.
  - 1. The CLIENT will compensate the CONSULTANT in accordance with the attached Exhibit B Schedule of Fees ("Schedule of Fees") for the time spent in performance of Agreement services

or as otherwise explicitly described in the Task Order or Addendum for the specific assignment.

2. Additional services as outlined in Section 1.D will vary depending upon project conditions and will be billed on an hourly basis at the rates described in Exhibit B, or as that Exhibit may subsequently be adjusted as described below.
3. The attached Schedule of Fees shall apply for services provided through December 31, 2023. Hourly rates may be adjusted by CONSULTANT, on an annual basis thereafter to reflect reasonable changes in its operating costs, or as may be appropriate for a specific Task Order. Adjusted rates will become effective on January 1st of each subsequent year; or, upon mutual agreement of the parties and inclusion in a Task Order, upon execution of that Task Order.
4. Rates and charges do not include sales tax. If such taxes are imposed and become applicable after the date of this Agreement CLIENT agrees to pay any applicable sales taxes.
5. The rates in the Schedule of Fees include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed in writing, the above fees include vehicle and personal expenses, mileage, telephone, survey stakes and routine expendable supplies; and no separate charges will be made for these activities and materials.
6. Reimbursable Direct Expenses: Except for those expenses identified in Paragraph 3.A.5, any expenses required to complete the agreed scope of services or identified in this paragraph will be listed separately on the invoice, and include but are not limited to large quantities of prints; extra report copies; out-sourced graphics and photographic reproductions; document recording fees; special field and traffic control equipment rental; outside professional and technical assistance; geotechnical services; and other items of this general nature required by the CONSULTANT to fulfill the terms of this Agreement. Unless otherwise explicitly described in a Task Order or Addendum for the specific assignment, CONSULTANT shall be reimbursed at cost plus an overhead fee (not-to-exceed 10%) for these Direct Expenses incurred in the performance of the work, subject to any limit set forth in Section 3 or any Task Order.

## B. PAYMENTS AND RECORDS

1. The payment to the CONSULTANT will be made by the CLIENT upon billing at intervals not more often than monthly at the herein rates and terms.
2. If CLIENT fails to make any payment due CONSULTANT for undisputed services and expenses within 45 days after date of the CONSULTANT'S invoice, a service charge of one and one-half percent (1.5%) per month or the maximum rate permitted by law, whichever is less, will be charged on any unpaid balance.
3. In addition to the service charges described in preceding paragraph, if the CLIENT fails to make payment for undisputed services and expenses within 60 days after the date of the invoice, the CONSULTANT may, upon giving seven days' written notice to CLIENT, suspend services and withhold project deliverables due under this Agreement and/or any Task Order until CONSULTANT has been paid in full for all past due amounts for undisputed services, expenses and charges, without waiving any claim or right against the CLIENT and without incurring liability whatsoever to the CLIENT.

4. Documents Retention. The CONSULTANT will maintain records that reflect all revenues, costs incurred, and services provided in the performance of the Agreement. The CONSULTANT will also agree that the CLIENT or its duly authorized representatives may, at any time during normal business hours and as often as reasonably necessary, have access to and the right to examine, audit, excerpt, and transcribe any books, documents, papers, records, etc., and accounting procedures and practices of the CONSULTANT which are relevant to the contract for a period of six years.

#### **SECTION 4 - GENERAL**

##### **A. STANDARD OF CARE**

Professional services provided under this Agreement will be conducted in a manner consistent with that level of care and skill ordinarily exercised by members of the CONSULTANT'S profession currently practicing under similar conditions. No warranty, express or implied, is made.

##### **B. CHANGE IN PROJECT SCOPE**

In the event the CLIENT changes or is required to change the scope or duration of the project from that described in this Agreement, any Task Order or Addendum, and such changes require Additional Services by the CONSULTANT, the CONSULTANT shall be entitled to additional compensation at the applicable hourly rates. To the fullest extent practical, the CONSULTANT shall give notice to the CLIENT of any Additional Services, prior to furnishing such Additional Services. Except for Additional Services required to address emergencies or acts of God that impact the Project, the CONSULTANT shall furnish an estimate of additional cost, prior to authorization of the changed scope of work. Any change will be memorialized in writing and executed, either as an Addendum to this Agreement or the affected Task Order; or issuance of a new Task Order for the Additional Services.

##### **C. LIMITATION OF LIABILITY**

1. General Liability of CONSULTANT. For liability other than professional acts, errors, or omissions, and to the fullest extent permitted by law, CONSULTANT shall indemnify, defend and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from claims or actions relating to the project, 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 property, but only to the extent caused by the acts and omissions in the non-professional services of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants.
2. Professional Liability of CONSULTANT. With respect to professional acts, errors and omissions and to the fullest extent permitted by law, CONSULTANT shall indemnify and hold harmless CLIENT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, 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 property, but only to the extent caused by a negligent act, error or omission of CONSULTANT or CONSULTANT'S employees, agents, or subconsultants. This indemnification shall include reimbursement of CLIENT'S reasonable attorneys' fees and expenses of litigation, but only to the extent that defense is insurable under CONSULTANT'S liability insurance policies.



3. General Liability of CLIENT. To the fullest extent permitted by law and subject to the maximum limits of liability set forth in Minnesota Statutes Section 466.04, CLIENT shall indemnify, defend and hold harmless CONSULTANT from losses, damages, and judgments (including reasonable attorneys' fees and expenses of litigation) arising from third-party claims or actions relating to the project, 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 property, but only to the extent caused by the acts or omission of CLIENT or CLIENT'S employees, agents, or other consultants.
4. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or the CONSULTANT. The CONSULTANT'S services under this Agreement are being performed solely for the CLIENT'S benefit, and no other entity shall have any claim against the CONSULTANT because of this Agreement or the performance or nonperformance of services provided hereunder.
5. To the fullest extent permitted by law, CLIENT and CONSULTANT waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement, from any cause or causes.
6. CLIENT waives all claims against individuals involved in the services provided by CONSULTANT under this Agreement and agrees that any claim, demand, or suit shall be directed/asserted only against the CONSULTANT's corporate entity.
7. For those services provided by the CONSULTANT while serving in the role of designated City Engineer under Section 1.B of this Agreement, including professional and technical oversight or supervision of CLIENT staff, the CLIENT shall, to the fullest extent permitted by law and in addition to any other requirements of this Agreement, indemnify and hold harmless the CONSULTANT from and against any claims, costs, losses and damages to the same extent as CLIENT would indemnify and hold harmless a CLIENT employee providing similar City Engineer services.

#### D. INSURANCE

1. The CONSULTANT agrees to maintain, at CONSULTANT'S expense a commercial general liability (CGL) and excess or umbrella general liability insurance policy or policies insuring CONSULTANT against claims for bodily injury, death or property damage arising out of CONSULTANT'S general business activities. The general liability coverage shall provide limits of not less than \$2,000,000 per occurrence and not less than \$2,000,000 general aggregate. Coverage shall include Premises and Operations Bodily Injury and Property Damage; Personal and Advertising Injury; Blanket Contractual Liability; Products and Completed Operations Liability.
2. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, a single limit or combined limit automobile liability insurance and excess or umbrella liability policy or policies insuring owned, non-owned and hired vehicles used by CONSULTANT under this Agreement. The automobile liability coverages shall provide limits of not less than \$1,000,000 per accident for property damage, \$2,000,000 for bodily injuries, death, and damages to any one person and \$2,000,000 for total bodily injury, death and damage claims arising from one accident.
3. CLIENT shall be named Additional Insured for the CGL and Auto liability policies.

4. The CONSULTANT agrees to maintain, at the CONSULTANT'S expense, statutory worker's compensation coverage together with Coverage B, Employer's Liability limits of not less than \$500,000 for Bodily Injury by Disease per employee, \$500,000.00 for Bodily Injury by Disease aggregate and \$500,000 for Bodily Injury by Accident.
5. The CONSULTANT also agrees to maintain, at CONSULTANT'S expense, Professional Liability Insurance coverage insuring CONSULTANT against damages for legal liability arising from a negligent act, error, or omission in the performance of professional services required by this Agreement during the period of CONSULTANT'S services and for three years following date of final completion of its services. The professional liability insurance coverage shall provide limits of not less than \$2,000,000 per claim and an annual aggregate of not less than \$2,000,000 on a claims-made basis.
6. CLIENT shall maintain statutory Workers Compensation insurance coverage on all of CLIENT'S employees and other liability insurance coverage for injury and property damage to third parties due to the CLIENT'S negligence.
7. Prior to commencement of this Agreement, CONSULTANT will provide the CLIENT with certificates of insurance, showing evidence of required coverages. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement for any reason except non-payment of premium, until at least 30 days prior written notice has been given to the Certificate Holder, and at least 10 days prior written notice in the case of non-payment of premium.

#### E. OPINIONS OR ESTIMATES OF CONSTRUCTION COST

Where provided by the CONSULTANT as part of General and Designated City Engineer Services or any Task Order or Addendum or otherwise, opinions or estimates of construction cost will generally be based upon public construction cost information. Since the CONSULTANT has no control over the cost of labor, materials, competitive bidding process, weather conditions and other factors affecting the cost of construction, all cost estimates are opinions for general information of the CLIENT and the CONSULTANT does not warrant or guarantee the accuracy of construction cost opinions or estimates. The CLIENT acknowledges that costs for project financing should be based upon contracted construction costs with appropriate contingencies.

#### F. CONSTRUCTION SERVICES

It is agreed that the CONSULTANT and its representatives shall not at any time supervise, direct, control, or have authority over any contractor's work, nor shall CONSULTANT have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any contractor, or the safety precautions and programs incident thereto, for security or safety at any Project site, nor for any failure of a contractor to comply with Laws and Regulations applicable to that contractor's furnishing and performing of its work. CONSULTANT shall not be responsible for the acts or omissions of any contractor. CLIENT acknowledges that on-site contractor(s) are solely responsible for construction site safety programs and their enforcement.

#### G. USE OF ELECTRONIC/DIGITAL DATA

1. Because of the potential instability of electronic/digital data and susceptibility to unauthorized changes, copies of documents that may be relied upon by CLIENT are limited to the printed copies (also known as hard copies) that are signed or sealed by CONSULTANT. Except for

electronic/digital data which is specifically identified as a project deliverable for this Agreement or except as otherwise explicitly provided in this Agreement, all electronic/digital data developed by the CONSULTANT as part of the project is acknowledged to be an internal working document for the CONSULTANT'S purposes solely and any such information provided to the CLIENT shall be on an "AS IS" basis strictly for the convenience of the CLIENT without any warranties of any kind. As such, the CLIENT is advised and acknowledges that use of such information may require substantial modification and independent verification by the CLIENT (or its designees).

2. Provision of electronic/digital data, whether required by this Agreement or provided as a convenience to the Client, does not include any license of software or other systems necessary to read, use or reproduce the information. It is the responsibility of the CLIENT to verify compatibility with its system and long-term stability of media. CLIENT shall indemnify and hold harmless CONSULTANT and its Subconsultants from all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from third party use or any adaptation or distribution of electronic/digital data provided under this Agreement, unless such third-party use and adaptation or distribution is explicitly authorized by this Agreement.

#### H. REUSE OF DOCUMENTS

1. Drawings and Specifications and all other documents (including electronic and digital versions of any documents) prepared or furnished by CONSULTANT pursuant to this Agreement are instruments of service in respect to the project and CONSULTANT shall retain an ownership interest therein. Upon payment of all fees owed to the CONSULTANT, the CLIENT shall acquire a limited license in all identified deliverables (including Reports, Plans and Specifications) for any reasonable use relative to the project and the general operations of the CLIENT. Such limited license to Owner shall not create any rights in third parties.
2. CLIENT may make and disseminate copies for information and reference in connection with the use and maintenance of the project by the CLIENT. However, such documents are not intended or represented to be suitable for reuse by CLIENT or others on extensions of the project associated with any Task Order or Addendum or on any other project. Any reuse by CLIENT or, any other entity acting under the request or direction of the CLIENT, without written verification or adaptation by CONSULTANT for such reuse will be at CLIENT'S sole risk and without liability or legal exposure to CONSULTANT and CLIENT shall indemnify and hold harmless CONSULTANT from all claims, damages, losses, and expenses including attorney's fees arising out of or resulting from such reuse.
3. Not used This Agreement.

#### I. CONFIDENTIALITY

CONSULTANT agrees to keep confidential and not to disclose to any person or entity, other than CONSULTANT'S employees and subconsultants any information obtained from CLIENT not previously in the public domain or not otherwise previously known to or generated by CONSULTANT. These provisions shall not apply to information in whatever form that comes into the public domain through no fault of CONSULTANT; or is furnished to CONSULTANT by a third party who is under no obligation to keep such information confidential; or is information for which the CONSULTANT is required to provide by law or authority with proper jurisdiction; or is information upon which the CONSULTANT must rely for defense of any claim or legal action.

#### J. PERIOD OF AGREEMENT

This Agreement will remain in effect for the longer of a period of two (2) years after written authorization to proceed is issued by CLIENT; or until the specified completion date for any subsequently issued Task Order or Addendum that falls after the end of that period; or such other expressly identified completion date, after which time the Agreement may be extended upon mutual agreement of both parties.

#### K. HAZARDOUS MATERIALS

1. Except as expressly stated in a specific Task Order, the parties acknowledge that CONSULTANT'S Services do not include any services related to Constituents of Concern. If CONSULTANT or any other party encounters, uncovers, or reveals a Constituent of Concern at the Project site or should it become known in any way that such materials may be present at the site or any adjacent areas that may affect the performance of the CONSULTANT's services, then CONSULTANT may, at its option and without liability for consequential or any other damages: 1) suspend performance of Services on the portion of the Project affected thereby until the CLIENT retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove such materials, and warrant that the site is in full compliance with applicable laws and regulations; or, 2) terminate the applicable specific Task Order for cause if it is not practical to continue providing Services.
  - a. Constituent of Concern is defined as asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), lead based paint (as defined by the HUD/EPA standard), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to laws and regulations regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

#### L. TERMINATION

1. For Cause: This Agreement or any Task Order may be terminated by either party upon 7 days written notice in the event of substantial failure by other party to perform in accordance with the terms of this Agreement through no fault of the terminating party.
  - a. For termination by CONSULTANT, Cause includes, but is not limited to, failure by CLIENT to pay undisputed amounts owed to CONSULTANT within 120 days of invoice and delay or suspension of CONSULTANT's services for more than 120 days for reasons beyond CONSULTANT'S cause or control.
  - b. Notwithstanding the foregoing and with consent of terminating party, this Agreement will not terminate under paragraph 4.L.1 if the party receiving such notice immediately commences correction of any substantial failure and cures the same within 10 days of receipt of the notice.
2. For Convenience: This Agreement or any Task Order may be terminated for convenience by CLIENT upon 7 days written notice to CONSULTANT.
3. The notice of termination shall identify the individual Task Order being terminated, or if the terminating party intends to terminate the entire Agreement the notice shall so state. This Termination process shall apply only to those elements expressly identified in the notice.

4. In the event of termination by CLIENT for convenience or by CONSULTANT for cause, the CLIENT shall be obligated to the CONSULTANT for payment of amounts due and owing including payment for services performed or furnished to the date and time of termination, computed in accordance with Section 3 of this Agreement. Upon receipt of payment, CONSULTANT shall deliver, and CLIENT shall have, at its sole risk, right of use of any completed or partially completed deliverables, subject to provisions of Paragraph 4. H.
5. In event of termination by CLIENT for cause, CLIENT shall compensate CONSULTANT for all undisputed amounts owed CONSULTANT as of date of termination and, upon receipt of payment, CONSULTANT shall deliver to CLIENT and CLIENT shall have at its sole risk, right of use of any completed or partially completed deliverables, subject to the provisions of Section 4.H. All other matters will be resolved in accordance with the Dispute Resolution clause of this Agreement.

#### M. INDEPENDENT CONTRACTOR

Nothing in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the CONSULTANT or any of its employees as the agent, representative, or employee of the CLIENT for any purpose or in any manner whatsoever. The CONSULTANT is to be and shall remain an independent contractor with respect to all services performed under this Agreement.

#### N. CONTINGENT FEE

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon or resulting from award or making of this Agreement.

#### O. NON-DISCRIMINATION

The provisions of any applicable law or ordinance relating to civil rights and discrimination shall be considered part of this Agreement as if fully set forth herein. **The CONSULTANT is an Equal Opportunity Employer**, and it is the policy of the CONSULTANT that all employees, persons seeking employment, subcontractors, subconsultants and vendors are treated without regard to their race, religion, sex, color, national origin, disability, age, sexual orientation, marital status, public assistance status or any other characteristic protected by federal, state or local law.

#### P. ASSIGNMENT

Neither party shall assign or transfer any interest in this Agreement without the prior written consent of the other party.

#### Q. SURVIVAL

All obligations, representations and provisions made in or given in Section 4 and Documents Retention clause of this Agreement will survive the completion of all services of the CONSULTANT under this Agreement or the termination of this Agreement for any reason.

R. SEVERABILITY

Any provision or part of the Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon CLIENT and CONSULTANT, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

S. CONTROLLING LAW

This Agreement is to be governed by the law of the State of Minnesota and venued in courts of Minnesota; or at the choice of either party, and if federal jurisdictional requirements can be met, in federal court in the district in which the project is located.

T. DISPUTE RESOLUTION

CLIENT and CONSULTANT agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice of dispute prior to proceeding to formal dispute resolution or exercising their rights under law. Any claims or disputes unresolved after good faith negotiations shall then be submitted to mediation using a neutral from the Minnesota District Court Rule 114 Roster, or if mutually agreed at time of dispute submittal, a neutral from the American Arbitration Association Construction Industry roster. If mediation is unsuccessful in resolving the dispute, then either party may seek to have the dispute resolved by bringing an action in a court of competent jurisdiction.

U. MINNESOTA GOVERNMENT DATA PRACTICES ACT

All data collected, created, received, maintained, or disseminated, or used for any purposes in the course of the CONSULTANT'S performance of the Agreement is governed by the Minnesota Government Data Practices Act, Minnesota Statutes Section 13.01, et seq. or any other applicable state statutes and state rules adopted to implement the Act, as well as state statutes and federal regulations on data privacy. The Consultant agrees to abide by these statutes, rules and regulations and as they may be amended. In the event the CONSULTANT receives a request to release data, it shall notify CLIENT as soon as practical. The CLIENT will give instructions to CONSULTANT concerning release of data to the requesting party and CONSULTANT will be reimbursed as Additional Services by CLIENT for its reasonable expenses in complying with the request.

V. LIMITATION OF LIABILITY

Except where due solely to CONSULTANT'S negligence, the CLIENT shall to the fullest extent permitted by law hold CONSULTANT harmless from any and all liability, loss, damage, or expense, including attorney's fees resulting from claims, demands, costs, or judgments arising out of CONSULTANT'S performance relating to this Agreement or the Project. In no event shall CONSULTANT'S liability exceed the amount which is paid to CONSULTANT for its services.

W. ETHICAL STANDARDS

No member, officer, employee, or agent of the CLIENT or of a local public body thereof during his or her tenure or for one year thereafter, shall have any interest, direct or indirect, in this Agreement or the benefits therefrom.

**SECTION 5 - SIGNATURES**

THIS INSTRUMENT embodies the whole agreement of the parties, there being no promises, terms, conditions, or obligation referring to the subject matter other than contained herein. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: \_\_\_\_\_

CONSULTANT: Bolton & Menk, Inc.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Address for giving notice:  
\_\_\_\_\_  
\_\_\_\_\_

Address for giving notice:  
\_\_\_\_\_  
\_\_\_\_\_

CLIENT's Representative with authority for ordering engineering services and transmitting instructions:  
  
\_\_\_\_\_

**ATTACHMENTS:**

Sample Task Order Form (Include Scope directly in each Task Order or attach as Exhibit A)  
Exhibit B Schedule of Fees (hourly rates table)

**SAMPLE**  
**PUBLIC CLIENT AND BOLTON & MENK, INC.**  
**TASK ORDER TO AGREEMENT FOR PROFESSIONAL SERVICES**

**TASK ORDER NO:** **XXX**

**CLIENT:** Name of Client

**CONSULTANT:** Bolton & Menk, Inc.

**DATE OF THIS TASK ORDER:** Month xx, 20xx

**DATE OF MASTER AGREEMENT FOR PROFESSIONAL SERVICES:** Month xx, 20xx

Whereas, CLIENT and CONSULTANT entered into a Master Agreement for Professional Services (“Master Agreement”) as dated above; and CONSULTANT agrees to perform and complete the following Services for CLIENT in accordance with this Task Order and the terms and conditions of the Master Agreement. CLIENT and CONSULTANT agree as follows:

**1.0 Scope of Services:**

CONSULTANT shall perform the Services listed below or in the attached Scope (Exhibit A). All terms and conditions of the Master Agreement are incorporated by reference in this Task Order, except as explicitly modified in writing herein. [MODIFY AS NEEDED]

**2.0 Fees:**

CLIENT shall pay CONSULTANT in accordance with Section 3 of the Master Agreement and as follows or as described in the attached Scope. Total cost of services and reimbursable direct expenses provided by CONSULTANT for this Task Order shall not exceed \$XX,XXX.XX without prior approval of CLIENT. Total cost does not include authorized Additional Services as may subsequently be required and authorized. [MODIFY AS NEEDED FOR LUMP SUM, HOURLY, HOURLY NOT TO EXCEED, OR OTHER METHOD and coordinate with Section 3 of Master Agreement for treatment of Total Cost, Additional Services and reimbursable expenses.]

**3.0 Schedule:**

Schedule for performance of Services will be as follows or as set forth in attached Scope, such that all services will be completed by Month xx, 20xx. [MODIFY AS NEEDED]

**4.0 Deliverables**

Deliverables will be as follows or as set forth in the attached Scope. [MODIFY AS NEEDED TO LIST KEY DELIVERABLES]

**5.0 Term**

In the event that the Schedule for this Task Order extends beyond the term of the Master Agreement, either intentionally or unintentionally by Task Order Scope or by Task Order extension, then this Task Order shall operate to extend the Master Agreement through the completion of CONSULTANT’S obligations under this Task Order or until a new Master Agreement is executed incorporating this Task Order.

**6.0 Other Matters**

[LIST ANY OTHER CONDITIONS OR CHANGES IN MASTER AGREEMENT THAT APPLY TO



TASK ORDER, SUCH AS UPDATED FEE SCHEDULE, CHANGED INSURANCE REQUIREMENTS, ETC. IF NONE, STATE "NONE."]

**7.0 Project Managers**

Project managers and contact information for the CLIENT and CONSULTANT for this Task Order, if different than the Master Agreement, are as follows:

|                            |                            |
|----------------------------|----------------------------|
| <b>CLIENT:</b>             | BOLTON & MENK, INC.        |
| Name                       | Name                       |
| Address                    | Office Address             |
| City, State, Zip           | City, State, Zip           |
| Office Phone: xxx-xxx-xxxx | Office Phone: xxx-xxx-xxxx |
| Email: xxx@xxx             | Email: xxx@xxx             |

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in their behalf.

CLIENT: \_\_\_\_\_

CONSULTANT: Bolton & Menk, Inc. \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

ATTACHMENTS TO THIS TASK ORDER: List or, if none, state "NONE"

**INSTRUCTIONS AND KEY**

**GRAY HIGHLIGHTS REQUIRE CHANGES SPECIFIC TO SCOPE, FEE AND DELIVERABLES.**

**YELLOW HIGHLIGHTS ARE SPACE HOLDERS FOR PROJECT SPECIFIC CHANGES AND REQUIRE CUSTOMIZATION FOR EACH AGREEMENT AND TASK ORDER.**

**IT IS ANTICIPATED THAT A SEPARATE SCOPE WILL BE ATTACHED (AS EXHIBIT A) FOR MOST TASK ORDERS.**

**DELETE HIGHLIGHTS AND THESE INSTRUCTIONS BEFORE SUBMITTING.**

Exhibit B

Schedule of Fees

Fee Schedule 25

# FEE SCHEDULE

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, 2023. 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.

Bolton & Menk proposes a **monthly fee for attendance at one regularly scheduled planning commission and city council meeting of \$300 each**. Marcus Johnson, acting as your city engineer, will attend as requested.

| Employee Classification                  | Hourly Billing Rates |
|--|----------------------|
| City Engineer—Marcus Johnson             | \$149                |
| Senior Advisor—Brian Bachmeier           | \$208                |
| Senior Project Manager                   | \$175-264            |
| Project Manager                          | \$104-198            |
| Senior Project Engineer                  | \$140-198            |
| Project Engineer                         | \$130-188            |
| Design Engineer                          | \$110-186            |
| Graduate Engineer                        | \$110-145            |
| Senior Planner                           | \$115-198            |
| Planner                                  | \$115-171            |
| Senior Landscape Architect               | \$150-204            |
| Landscape Architect                      | \$120-160            |
| Landscape Designer                       | \$100-169            |
| Licensed Project Surveyor                | \$160-240            |
| Graduate Surveyor                        | \$130-181            |
| Survey Technician                        | \$85-173             |
| Senior Technician                        | \$110-195            |
| Technician                               | \$79-168             |
| Specialist*                              | \$95-205             |
| Practice Expert**                        | \$205-308            |
| Senior Principal                         | \$195-314            |
| Principal                                | \$160-289            |
| Administrative/Corporate Specialists     | \$64-194             |
| 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.  
<sup>\*</sup>Specialized role not classified above otherwise, incl. graphic design, project communication, funding support, etc.  
<sup>\*\*</sup>Highly specialized and industry expertise unique to the market or area of discipline.

March 30 2023 Special Meeting

RE: Birchwood Village Engineering

H.A.Kantrud <hakantrud@protonmail.com>

Fri 3/24/2023 3:05 PM

To: Marcus Johnson <Marcus.Johnson@bolton-menk.com>

Cc: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

My only issue/question is whether we can add some reciprocal language to the termination section. Right now the contract defines the conditions for termination for B&M (i think it is unresolved invoices) and I think it would be fair to define the same for the City as unresolved deliverables would be grounds for termination... I am working on other projects right now and the contract is on my desk at the office so I don't have the specific section/paragraph handy but it is in the termination section... otherwise there is just the issue of a reference to the fee schedule which would/should be consistently referred to as Schedule \_\_\_ since it is part of the contract...

Cheers,

H. Alan

"Conservatives pride themselves on resisting change, which is as it should be. But intelligent deference to tradition and stability can evolve into intellectual sloth and moral fanaticism, as when conservatives simply decline to look up from dogma because the effort to raise their heads and reconsider is too great." William F. Buckley

\*\*\*\*\*

Legal Notices: Privileged and Confidential Communication. This electronic transmission, and any documents attached hereto, (a) are protected by the Electronic Communications Privacy Act (18 USC §§ 2510-2521); (b) may contain confidential and/or legally privileged information; and (c) are for the sole use of the intended recipient named above. If you have received this electronic message in error, immediately notify the sender toll free on (855) CELL-SITE, delete this message from all computer memory and all electronic storage devices, destroy all printed and copied documents that contain this message, and utterly erase your entire mind. Any disclosure, copying, distribution, or use of the contents of the information received in error is strictly prohibited, and not very nice, either. IRS Circular 230 Disclosure: Any tax advice contained in this communication including any attachments hereto is not intended or written to be used-and cannot be used-for the purpose of avoiding tax-related penalties under the Internal Revenue Code, or promoting, marketing or recommending to another party any matters addressed herein. Basically, don't commit tax fraud. The IRS goons will get you if you do...they know where you live, and the NSA knows what you write, think, and eat for lunch. E-SIGNATURE Notice: Unless specifically indicated in the body of this message, none of the identifying marks (or even the unidentified chicken scratches) contained in this electronic message are intended by the writer to be a 'signature' or 'electronic signature' or 'electronic authorization' within the meaning of P.L. 106-229, Cal. Civil Code 1633.1 et seq, N.M Stat. § 14-3-15.2 et seq, or any other local, state, federal, tribal, international, or galactic law, statute, code, rule, or deep dark desire. Remember, while I can explain it to you, I can't understand it for you.

Sent with [Proton Mail](#) secure email.

----- Original Message -----

On Friday, March 24th, 2023 at 1:47 PM, Marcus Johnson <Marcus.Johnson@bolton-menk.com> wrote:

Thanks for reaching out! My rate is the \$149/hour as I am the person that the city will communicate through typically. For what I can see at this point, 90% of the Birchwood's needs will be resolved through me. Should the work get outside of my expertise...let's say you need a wetland delineated, we have staff specialized in wetland delineations which would be more efficient to have them work on it rather than myself. The staff working on it would have their own billing rate. I am working with one of our Wetland delineators in Fish Lake Township right now and his billing rate is \$135/hour to give you an example.

Task Orders separate projects up to be able to track our expenses a little easier on larger projects for the City. So we may have a feasibility study Task to see if it is feasible to do a project, then assuming the project gets approved by council, we would have a design task for the actual design of the project. Moving the project along normally as hypothetically speaking that we do the construction staking and inspection for said project that would be another task. For a small project we may just have 1 task.

Prior to us working on anything, I can give you an estimate, scope of work, and anything else the City would like to see so they have an idea of what our fees will entail. For any decent size design, I have staff (and the availability of staff) which will design projects under my supervision, but they will bill out at a cheaper rate to save money. All of that is laid out in the estimate typically.

March 30, 2023 Special Meeting

We recognize each client will have different needs, preferences, etc... so you tell me what you like to see and are accustomed to and I will work to accommodate accordingly. Out of all my clients, each one is running different from each other and like to see invoices, estimates, etc. different.

Hope that makes sense, feel free to call me as it might be easier to discuss over the phone or I can swing by sometime next week and we can discuss as well.

Thanks,

**Marcus Johnson, PE**

Project Engineer

**Bolton & Menk, Inc.**

3507 High Point Drive North

Bldg. 1 Suite E130

Oakdale, MN 55128

Phone: 651-704-9970 ext. 3429

Mobile: (507) 440-0537

**Bolton-Menk.com**

---

**From:** Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

**Sent:** Friday, March 24, 2023 12:36 PM

**To:** Marcus Johnson <Marcus.Johnson@bolton-menk.com>

**Cc:** Alan Kantrud <hakantrud@protonmail.com>

**Subject:** Re: Birchwood Village Engineering

Hi Marcus,

Thanks for sending this over. I was reading through it and am trying to understand the different fees assigned for "task orders"? What city engineer services are included at the \$149/hour? Please advise.

Rebecca Kellen, MBA

City Administrator

City of Birchwood Village, MN

office: (651) 426-3403

March 30 2023, Special Meeting  
fax: (631) 426-7747

email: [rebecca.kellen@cityofbirchwood.com](mailto:rebecca.kellen@cityofbirchwood.com)

website: <http://www.cityofbirchwood.com/>

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**From:** Marcus Johnson <[Marcus.Johnson@bolton-menk.com](mailto:Marcus.Johnson@bolton-menk.com)>  
**Sent:** Friday, March 24, 2023 11:46 AM  
**To:** Rebecca Kellen <[Rebecca.Kellen@cityofbirchwood.com](mailto:Rebecca.Kellen@cityofbirchwood.com)>  
**Subject:** RE: Birchwood Village Engineering

Take your time, just wanted to confirm the draft was recieved.

Thank you and have a good weekend,

**Marcus Johnson, PE**

Project Engineer

Mobile: (507) 440-0537

**[Bolton-Menk.com](http://Bolton-Menk.com)**

---

**From:** Rebecca Kellen <[Rebecca.Kellen@cityofbirchwood.com](mailto:Rebecca.Kellen@cityofbirchwood.com)>  
**Sent:** Thursday, March 23, 2023 3:45 PM  
**To:** Marcus Johnson <[Marcus.Johnson@bolton-menk.com](mailto:Marcus.Johnson@bolton-menk.com)>  
**Subject:** Re: Birchwood Village Engineering

Hi Marcus,

We did receive the draft and it is currently under review with our city attorney. Once we receive the service agreement from the planner the plan is to holding a special meeting to discuss next steps with the city council. We appreciate your patience as we move through the process.

Rebecca Kellen, MBA

City Administrator

March 30 2023 Special Meeting  
City of Birchwood Village, MN

office: (651) 426-3403

fax: (651) 426-7747

email: [rebecca.kellen@cityofbirchwood.com](mailto:rebecca.kellen@cityofbirchwood.com)

website: <http://www.cityofbirchwood.com/>

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**From:** Marcus Johnson <[Marcus.Johnson@bolton-menk.com](mailto:Marcus.Johnson@bolton-menk.com)>  
**Sent:** Thursday, March 23, 2023 12:46 PM  
**To:** Rebecca Kellen <[Rebecca.Kellen@cityofbirchwood.com](mailto:Rebecca.Kellen@cityofbirchwood.com)>  
**Subject:** RE: Birchwood Village Engineering

Good Afternoon,

Just wanted to check in with you to see if there were any questions or make sure the City received the draft.

Thanks!

**Marcus Johnson, PE**

Project Engineer

**Bolton & Menk, Inc.**

3507 High Point Drive North

Bldg. 1 Suite E130

Oakdale, MN 55128

Phone: 651-704-9970 ext. 3429

Mobile: (507) 440-0537

**[Bolton-Menk.com](http://www.bolton-menk.com)**

---

**From:** Marcus Johnson  
**Sent:** Monday, March 20, 2023 10:44 AM  
**To:** Rebecca Kellen <[Rebecca.Kellen@cityofbirchwood.com](mailto:Rebecca.Kellen@cityofbirchwood.com)>  
**Cc:** Alan Kantrud <[hakantrud@protonmail.com](mailto:hakantrud@protonmail.com)>  
**Subject:** RE: Birchwood Village Engineering

March 30 2023 Special Meeting

Good morning,

Attached is our draft agreement. Please review at your earliest convenience. If there are changes you would like us to consider, please track the changes and post comments on the word document. My mobile number is 507-440-0537, this is the best way to get ahold of me. Please reach out with any questions or concerns.

Thanks!

**Marcus Johnson, PE**

Project Engineer

**Bolton & Menk, Inc.**

3507 High Point Drive North

Bldg. 1 Suite E130

Oakdale, MN 55128

Phone: 651-704-9970 ext. 3429

Mobile: (507) 440-0537

**Bolton-Menk.com**

---

**From:** Rebecca Kellen <[Rebecca.Kellen@cityofbirchwood.com](mailto:Rebecca.Kellen@cityofbirchwood.com)>

**Sent:** Friday, March 17, 2023 12:59 PM

**To:** Marcus Johnson <[Marcus.Johnson@bolton-menk.com](mailto:Marcus.Johnson@bolton-menk.com)>

**Cc:** Alan Kantrud <[hakantrud@protonmail.com](mailto:hakantrud@protonmail.com)>

**Subject:** Re: Birchwood Village Engineering

Hi Marcus,

Thank you for reaching out. I am looking forward to moving forward in the process with you and congratulations on being selected for further consideration! The next step would be for you to send over a draft agreement of services for our consideration. Once received it will be reviewed by the attorney and go to the city council for final approval. Please let me know if you have any questions otherwise we look forward to receiving the draft agreement. Thank you.

Rebecca Kellen, MBA

City Administrator

March 30 2023 Special Meeting  
City of Birchwood Village, MN

office: (651) 426-3403

fax: (651) 426-7747

email: [rebecca.kellen@cityofbirchwood.com](mailto:rebecca.kellen@cityofbirchwood.com)

website: <http://www.cityofbirchwood.com/>

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**From:** Marcus Johnson <[Marcus.Johnson@bolton-menk.com](mailto:Marcus.Johnson@bolton-menk.com)>  
**Sent:** Friday, March 17, 2023 10:08 AM  
**To:** Rebecca Kellen <[Rebecca.Kellen@cityofbirchwood.com](mailto:Rebecca.Kellen@cityofbirchwood.com)>  
**Subject:** Birchwood Village Engineering

Rebecca,

I watched the council meeting and appreciate the opportunity to serve the City! I just wanted to reach out to set up a time to meet with you and the city staff to start building that relationship.

My name is Marcus Johnson, I was there Tuesday night with Brian. I stand as the main contact for you for all Bolton & Menk services, regardless of the service needs the city need, it all funnels through me typically to keep communication simple between the City and Bolton & Menk. A little background on myself is I am the city engineer for Willernie, Center City, Fish Lake Township, Askov, & Finlayson. I am a Minnesota native, grew up in a small town called Adams, Minnesota.

Thank you for the opportunity and look forward to working with you!

**Marcus Johnson, PE**

Project Engineer

**Bolton & Menk, Inc.**

3507 High Point Drive North

Bldg. 1 Suite E130

Oakdale, MN 55128

Phone: 651-704-9970 ext. 3429

Mobile: (507) 440-0537

**[Bolton-Menk.com](http://www.bolton-menk.com)**





# PROPOSAL FOR CITY ENGINEER

City of Birchwood Village | March 1, 2023



**BOLTON  
& MENK**

Real People. Real Solutions.

**CONTACT:**

Marcus Johnson, PE  
507-440-0537

[Marcus.Johnson@bolton-menk.com](mailto:Marcus.Johnson@bolton-menk.com)

3507 High Point Drive North | Bldg. 1 - Suite E130  
Oakdale, MN 55128  
651-704-9970 | [Bolton-Menk.com](http://Bolton-Menk.com)

March 1, 2023

Rebecca Kellen  
City Administrator  
City of Birchwood Village  
207 Birchwood Avenue  
Birchwood, MN 55110  
rebecca.kellen@cityofbirchwood.com

RE: Proposal for City Engineer

Dear Rebecca:

With its convenient access to the Twin Cities Metro, innovative schools, extensive system of parks and open spaces, and proximity to White Bear Lake, it's little wonder the City of Birchwood Village is such a desirable community. As infrastructure ages, it is important to find the right solutions at the right time to be fiscally responsible, minimize inconveniences, and protect your quality of life. Like you, Bolton & Menk takes great pride in designing and managing projects that are safe, sustainable, and beautiful. As your city engineer, we will make Birchwood Village's priorities our priorities. When you partner with Bolton & Menk, you'll benefit from:

**Commitment to Your Community** – Bolton & Menk has completed many projects in Washington County and has been serving Minnesota communities for more than 70 years; we have a track record of providing long-term service to our clients. More than 30 of our city engineering clients have been with us for more than 30 years and nearly 95 percent of our business is from repeat clients. It takes time to build relationships and to integrate into a community. We pride ourselves on becoming an extension of staff and the community by being present and developing trust. We are passionate about serving the City of Birchwood Village for years to come.

**Efficient and Cost-Effective Service** – We understand the City of Birchwood Village is watching its bottom line. Our professionals are creative problem solvers, which means we work to find the right solution at the right budget. We also have a history of successful funding assistance for cities—we have helped secure more than \$1 billion in funding from a variety of sources in recent years. With thoughtful engineering, Bolton & Menk has reduced risks, shortened project timelines, provided sustainable projects, and saved millions for our clients—and we can do that for you, too. **In addition, we are offering a reduced hourly meeting rate for the City of Birchwood Village; this will allow our staff to be a part of city meetings and be informed of ongoing efforts and priorities.**

**A Team of Technical Experts** – Municipal engineering is at the core of our services, but we are not just engineers. We are municipal, water, wastewater, stormwater, structural, and transportation engineers, surveyors, wetland and environmental specialists, landscape architects, planners, urban designers, GIS professionals, and project funding specialists. We are the one-stop-shop for Birchwood Village. In fact, we are proposing on the Professional Planning Services RFP as well, which can provide further continuity. In addition to our proposed team, Bolton & Menk pledges the full resources of our Midwest team to ensure all your professional service needs are met. Our approach to specific designated contracts that build relationships with staff and the community, while still offering the depth of resources from a larger company, is what sets Bolton & Menk apart and why we are city engineer in so many communities.

We are excited at the opportunity to serve as your city engineer. Marcus Johnson will serve as your lead client contact and city engineer. Please contact him at 507-440-0537 or Marcus.Johnson@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,  
**Bolton & Menk, Inc.**



Brian Bachmeier, PE  
Senior Project Manager/Senior Advisor




Real People. Real Solutions.

3507 High Point Drive North  
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Oakdale, MN 55128  
651-704-9970 | Bolton-Menk.com





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# FIRM OVERVIEW

We believe all people should live in safe, sustainable, and beautiful communities and we take pride in our ability to make that happen. It's why we get out of bed every morning.

## We are Municipal Engineering Specialists

Our commitment to communities began in 1949 with two hard-working Midwesterners—John Bolton and Martin Menk. They saw people in their surrounding communities who had dreams of a bright future, a desire to grow, and a common challenge of aging infrastructure. John and Martin's goal was to help communities make progress by listening to what people want, finding the best solutions for their needs, and treating them right. Their legacy lives on. We still want to help, we work hard every day, and we always remember what got us here—we're people helping people. Today, Bolton & Menk, Inc. has more than 800 employees including a professional staff of more than 250 engineers, planners, landscape architects, and surveyors.

We have been successfully serving communities for more than 70 years. We are committed to helping each community prosper in its own way, at its own rate. Our dedicated team of professionals allow us to provide a full complement of services to every community—as much or as little as you need.

Contrary to many of our competitors, we are not simply project engineers. **We don't disappear between projects. We are long-term investors in the City of Birchwood Village.**

Services to the City of Birchwood Village will be managed from our Oakdale location. When the size and/or scope of a project requires more staff or specialized services, we will draw on our more than 800 team members to meet your needs.



| Employee Count                      |     |
|-------------------------------------|-----|
| Civil Engineers                     | 234 |
| Transportation Engineers & Planners | 70  |
| Structural Engineers                | 12  |
| Aviation Engineers & Planners       | 11  |
| Environmental Engineers             | 35  |
| Water Resources Engineers           | 32  |
| Natural Resources Specialists       | 16  |
| Land Surveyors                      | 29  |
| Survey Technicians                  | 54  |
| CADD Technicians                    | 38  |
| Construction Inspectors             | 73  |
| GIS Specialists                     | 23  |
| Urban/Regional Planners             | 27  |
| Landscape Architects                | 40  |
| Communication Specialists           | 7   |
| Creative Studio                     | 13  |
| Funding Specialists                 | 7   |
| Corporate/Administrative            | 98  |

## We Serve Our Clients for the Long-Term



**5**  
years or less  
**43**  
communities

**5-10**  
years  
**45**  
communities

**10-20**  
years  
**45**  
communities

**20-30**  
years  
**23**  
communities

**30+**  
years  
**36**  
communities

## SERVICES

### Civil/Municipal Planning & Engineering

- 3D printing
- City-led public infrastructure design and inspection
- Citywide infrastructure management plan
- Concrete pavement rehabilitation
- Consulting engineer transition services
- Inflow and infiltration onvestigation
- OpenRoads training and support
- Performance sports field
- Site planning
- Smoke testing
- Stadium design
- Stormwater utility
- Synthetic turf design
- UAV (drone) services
- Water main pipe condition assessment services
- Broadband in street and highway projects



### WATER & WASTEWATER ENGINEERING

- Water and wastewater treatment design and planning
- Industrial wastewater consulting and design
- Water and wastewater pilot plant testing
- Water distribution and supply services
- Water storage, towers, and coatings
- Telecommunication services
- Wells and wellhead protection plans
- Wastewater collection system engineering
- Lift station design and rehabilitation
- Permitting assistance
- Process optimization and troubleshooting
- Biosolids consulting
- Cost of service studies for water and wastewater utilities
- Specialty funding consulting
- Filter evaluation services



### PROJECT FUNDING SUPPORT

- Knowledge of funding sources
- Positioning your project for success
- Grant writing, application process, and funding administration
- Franchise fees



### AVIATION SERVICES

- Airport management
- Planning
- Environmental reviews
- Aeronautical surveying
- Design and construction
- Airport building facilities
- Geographic information system services
- Airport zoning
- Approach development



### TRANSPORTATION PLANNING & ENGINEERING

- Highway and street corridors
- Traffic safety and operations
- Bridge and structural
- Transit and multimodal mobility
- Bikeway and trail corridors
- Stakeholder and community engagement
- Environmental compliance
- Construction services
- Connected automated vehicles
- Parking services
- StreetLight analysis
- Traffic studies
- Speed limit policies and procedures
- Active transportation services
- Beyond Typicals



### STRUCTURAL SERVICES

- Bridge and building design
- Expansion and renovation
- Retaining walls
- Foundation design
- Piping and equipment supports
- Conditions assessment
- Load rating and analysis
- Existing conditions evaluation
- Incident, fracture, and emergency damage inspection
- Coatings inspection



### PLANNING & URBAN DESIGN

- Environmental planning
- Community planning
- Transportation planning
- Trails, parks, and recreation planning
- Landscape architecture and urban design
- Wayfinding and monumentation
- Public engagement and communication
- Comprehensive planning
- Corridor planning



Keep up with us on social media!

[www.Bolton-Menk.com](http://www.Bolton-Menk.com)



## WATER RESOURCES ENGINEERING

- Stormwater planning and MS4 management
- Hydrologic and hydraulic modeling
- TMDL assistance and implementation
- Best management practice and water quality improvements
- Stormwater reclamation and reuse design
- Floodplain assessment and mapping
- Culvert and waterway analysis
- Wetland services
- Agricultural drainage
- MS4 stormwater pond bathymetric assessment
- MS4 stormwater pond sediment removal
- Two-dimensional stormwater modeling
- Nutrient reduction strategies
- Stormwater BMP establishment and maintenance manual
- LSiD™



## ENVIRONMENTAL PLANNING & PERMITTING

- Archaeological survey and investigation
- Aquatic resource delineation and permitting
- Aquatic resource and prairie restoration services
- Community history and interpretation
- Local government unit services
- Natural resource surveys
- Environmental documentation
- Funding environmental reviews



## CONSTRUCTION ADMINISTRATION & INSPECTION

- Schedule management/project controls
- Delivery of projects with special funding
- Enhanced public communication and outreach
- Roadway, bridge, and interchanges
- Private utility relocation management and permit reviews
- ADA-compliance reviews
- Trenchless utility construction and rehabilitation
- Signal and lighting systems
- Public utility coordination



## PROJECT COMMUNICATION

- Inclusive community engagement
- Digital and in-person communication and engagement tools
- Pop-up meetings, open houses, and community events
- Project messaging and branding
- Graphic design and visualizations



## LAND SURVEYING

- Topographic
- Boundary and ALTA
- Residential lot and rural acreage
- Subdivision layout
- Right-of-way and easement services
- Construction staking
- Hydrographic
- UAV/drone services
- 3D laser scanning
- Energy services
- UAV LiDAR (North Dakota only)



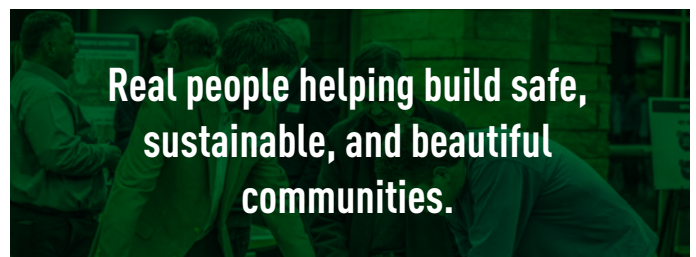
## GEOGRAPHIC INFORMATION SYSTEMS

- GIS project and technical management
- ArcGIS Enterprise implementation
- GIS web application development
- Desktop GIS customization
- Data automation and analysis
- Geospatial data collection
- UAV services and remote sensing
- CRASHiD™
- ENVISIONiD™
- GeoCP™
- GeoCP™ 360
- GeoCV™
- INPUTiD™
- RoadBotics™ pavement evaluation
- Underground structure inspection and condition assessment



## CREATIVE STUDIO SERVICES

- Studio and on-location video production
- Community marketing and public outreach videos
- 2D, 3D, and 4D animation
- 3D interactive applications
- Visualizations and 3D renderings
- Ground and UAV aerial photography
- Graphic design services
- Project website development



# SERVICE AREAS

We appreciate the opportunity to submit this proposal to the City of Birchwood Village. In selecting Bolton & Menk for your city engineer, the city should feel assured you are receiving a full-service consulting firm. After careful review of the RFP, we have highlighted the following primary service areas and are confident you will find our team qualified to meet your needs.

## MUNICIPAL ENGINEERING

Bolton & Menk provides ongoing municipal engineering services to more than 300 Minnesota communities. We will draw on this experience as we tailor engineering services to meet Birchwood Village's goals and expectations. **Our approach to providing engineering services to the City of Birchwood Village can involve project-specific or general engineering services that may be required on a day-to-day basis.**

**Project-specific engineering services** aid with specific projects initiated by the city. These projects would generally be completed under a publicly bid construction contract. These can include

- Preliminary design and feasibility reports
- Public informational meetings
- Preparation of plans and specifications
- Utility analysis and design
- Construction cost estimates
- Permitting
- Private utility coordination
- Bidding services
- Assessment roll preparation
- Municipal state and federal aid project administration
- Construction administration and inspection services
- Record drawing preparation
- Trenchless solutions

**General engineering services** are the professional service needs you may require on a day-to-day basis. They are not typically associated with a specific project. These can include

- Capital improvement planning
- Agency coordination, review, and liaison
- Municipal state aid reports
- Pavement management plans
- Construction services
- Project management
- Development review

### Bolton & Menk is Committed to Your Community

We are committing a team of professionals you can trust to find the right solutions for your engineering and project needs. Bolton & Menk is one of the largest municipal service firms in the region. We maintain a tremendous depth of staff and experience and are prepared to deliver many unique projects Birchwood Village will be completing in the coming years. Our goal is for the city to feel they have the expertise of our firm's more than 800 staff at any time, for any need.

### We Provide Comprehensive Municipal Engineering Resources

Different projects require different staffing needs. As projects develop in the City of Birchwood Village, our team will evaluate the needs, pull from our staff, and get the right team members involved to deliver the best project. A municipal project is no longer entirely completed with municipal staff. The project manager/city engineer coordinates and works with other work groups to provide the project with the stormwater and utility expertise, the communication and engagement needs, etc. to successfully deliver the project. While a project includes staffing from other work groups, the City of Birchwood Village will have a consistent and familiar point of contact through our client service manager and service team leaders.

Although this is general municipal engineering services, we fully understand the importance of bringing creativity and innovation to these projects. **We have highlighted a few specific areas within general municipal engineering to illustrate our knowledge of these areas and how they can be a part of or incorporated into a project.**



## The Importance of Planning Documents

A comprehensive plan defines the vision, goals, and aspirations of a community's long-term development. A strong plan can intricately shape land use and transportation patterns, develop ways to conserve natural resources, and identify needs for housing, utilities, parks, and other community facilities.

### *Understanding Land Use Planning*

As community leaders look to the future, they look to the comprehensive plan to provide clear, workable recommendations and to serve as a framework for the development of future land use policy.

At Bolton & Menk, we understand the comprehensive plan should inspire and guide the growth of Birchwood Village, while being sensitive to existing residents and developments.

We also understand that the individual technical documents such as the sanitary sewer, water supply, transportation, and stormwater plans must all be evaluated on how they specifically relate to each project.

### *Feasibility Reports*

In addition to the city's comprehensive plan, there have been numerous studies and feasibility reports completed in various growth and development areas within the city. Understanding the assumptions and recommendations from these reports is vital to the extension and construction of new infrastructure. We understand the importance of these studies and value the investment the city has made in understanding its infrastructure goals.

Each individual project requires an in-depth review of all pertinent and historic information so there is consistency in how the infrastructure is managed. This not only reduces project risk, but also fosters a culture of cost-effective decision making to reduce project costs.

## Construction Services

Our staff understands the importance of performing high-quality inspections to ensure infrastructure is built to the city's specifications. Our staff also understands the importance of clear and concise communication between the city's project manager, the city's public works staff, residents, and contractors.

With many qualified and diverse resources located throughout the upper Midwest, we can provide construction services on projects of all different types and sizes, giving Birchwood Village access to the largest construction services group in the area. We have more than 140 full-time and seasonal field representatives with expertise in virtually all areas of road, bridge, and utility construction. We are prepared to provide a range of support to Birchwood Village on all levels, including inspection staff augmentation, project management, and full staff contract administration and oversight with the ability to provide turn-key services. We emphasize federal and state aid projects and are experienced at coordinating with MnDOT and helping deliver projects on trunk highway systems. We're local and committed to the success of Birchwood Village.



Project communication is vital during construction. We understand the impacts construction projects have on businesses, residents, and other community stakeholders. Each project brings its own unique challenges and affected stakeholders. We minimize the impacts of construction through planning and communication with affected stakeholders, both public and private. We understand the importance of public engagement and the need to carry it through the construction phase. That's why we work closely and collaboratively with agency project managers to ensure project commitments are upheld.

In addition to project-specific construction services, our construction services group can be made available to assist the City of Birchwood Village on internal projects, new developments, and more. Bolton & Menk can provide various staffing models to most efficiently provide construction services to successfully meet the



city’s needs. An example of a staffing model we have successfully implemented in other metro communities is to assign a very experienced lead inspector over multiple development projects. We have found this model works well for communities that are experiencing significant development interests and have continually been tasked with managing multiple new developments each year. Using this model, the lead inspector will provide oversight, with full-time inspection occurring on each individual project by other inspectors. This provides the detailed experience when it is needed for each project, but mitigates the higher billing rate when it is not, which results in more cost-effective inspection services.

### Trenchless Services

Bolton & Menk is dedicated to trenchless technologies and we send staff in this area to numerous training seminars to allow us to have the utmost knowledge and resources in the industry. Our trenchless group has experience in

- Cured-in-place-pipe
- Horizontal directional drilling
- Sliplining and pipe bursting
- Spray-in-place-pipe
- Carbon fiber reinforced pipe
- Tunneling and pipe jacking
- Auger boring and pipe ramming
- Manhole rehabilitation
- Geotechnical baseline reports
- Tunnel restoration services

### Project Experience at a Glance

#### *Riverfront Renaissance Improvements, City of Hastings*

The City of Hastings expressed a desire to revitalize and reconnect their downtown to the Mississippi River and leverage the nearby regional trail connection. We collaborated with the city to develop a three-phase project. Phases 1 and 3 focused primarily on the downtown infrastructure, while Phase 2 focused on Levee Park, a prominent park straddling the Mississippi River, Mississippi River Regional Trail, and downtown business district. The master plan included

- Nine city blocks of street and sidewalk reconstruction
- A limestone amphitheater
- Musical playground
- Ice skating rink
- Branding and signage
- Enhancement of the Mississippi River Regional Trail
- Veterans’ memorial



Through these combined efforts, the city now has a uniquely stunning downtown connected to the Mississippi River that honors its history and thrives as a visitor destination for all ages.

## WATER RESOURCES

Bolton & Menk understands the importance of protecting a natural resource such as White Bear Lake. We work in other communities adjacent to the lake and within the Rice Creek Watershed District and understand the permitting and regulation requirements.

We will continue to build upon our strong partnership with the City of Birchwood Village by sharing our knowledge of complex and developing stormwater regulations. We will also share our innovative and successful strategies for understanding your stormwater management system and prioritizing improvements that matter most to you. From helping the City of

Birchwood Village with a small drainage issue to major system modeling, Bolton & Menk has the experience. We are ready to use our extensive hydraulic and hydrologic modeling experience to substantiate your water resources management plan, help identify critical system improvements, and align projects with your capital improvement plan and funding opportunities. Our modeling experience includes city-wide hydraulic assessments, detailed water quality improvement studies, flood mitigation strategies, and design related to municipal state aid, county highway, and MnDOT drainage projects.

We have helped municipalities review stormwater management plans, construction documents, erosion control plans, and stormwater pollution prevention plans (SWPPP) submitted by private developers. We are committed to guiding these privately designed projects toward full compliance with regulations set in place by the city and the appropriate watershed district. Our team has worked diligently with metro-area communities to develop water quality best management practices (BMP) that blend innovation, cost benefit, and long-term maintenance. These include unique bioretention applications, use of native and engineered soils, iron enhanced sand filtration, innovative use of recycled products, stormwater wetlands, and storm sewer retrofits. With increasing restrictions on stormwater volume, total suspended solids, and total phosphorus discharge, the City of Birchwood Village can rely on Bolton & Menk. Our experience in planning, design, and maintenance of local and regional water quality facilities ensure Birchwood Village has sustainable solutions for current and future MS4 requirements.

## Bolton & Menk Surface Water Resources Services

- Comprehensive stormwater management planning
- Stormwater management analysis and design
- GIS compatible stormwater modeling
- Hydraulic and hydrologic analysis
- Total maximum daily load (TMDL) assistance and implementation plans
- Water quality BMP designs and inspection
- Infiltration, reclamation, and reuse designs
- Digital flood insurance rate map (DFIRM)
- Flooding analysis and inundation mapping
- Culvert and waterway analysis
- Regulatory and permitting
- Climate adaptation and resiliency planning
- Stormwater pond monitoring
- Wetland delineation and mitigation services
- Restoration designs
- Aquatic plant surveys and management plans

Today's rainfall can be characterized by increasing intensities over shorter durations resulting in higher runoff rates and volumes. In many cases, our systems may not be designed to handle these rapidly changing storms and system adaptation is necessary. Bolton & Menk's water resources, natural resources, landscape architecture, urban planning, and communication teams



work closely to understand the current and future land uses, identify flood management system shortfalls, and educate the public of their potential risk. We are prepared to share our innovative, multidisciplinary approach to climate adaptation planning to ensure lasting flood protection and water quality improvement. The complexity of water resources projects requires real, innovative, and customized engineering solutions. We integrate GIS with modeling, allowing us to be more efficient and precise. By combining theoretical modeling with practical experience, we create the most efficient and cost-effective designs.

### Surface Waters

We are familiar with legal and multijurisdictional issues and permitting requirements and prepare our designs accordingly. We develop and calibrate a runoff model of existing conditions on a citywide or watershed basis and use it to test our innovative designs. This approach allows us to answer the questions that arise when a drainage pattern is altered. It also provides our clients with the information they need to make informed decisions.

### We Offer Targeted Specialty Services

In addition to our modeling capabilities, Bolton & Menk provides wetland specialists to assist in wetland delineations, permitting, mitigation plans, banking plans, and comprehensive wetland management planning. We can help administer the Wetland Conservation Act on behalf of our clients who have chosen to be their own Local Government Unit. We also have certified floodplain managers on staff who are familiar with the National Flood Insurance Program. They can assist with correcting

flawed floodplain maps, securing letters of map change, and obtaining elevation certificates to prove selected properties are not in the floodplain.

We have also prepared digital flood insurance rate maps according to the standards set by the DNR and FEMA.

### We Prioritize System Improvements

We are proficient in a wide variety of hydrologic and hydraulic modeling techniques. Bolton & Menk uses several data sources from multiple platforms to generate complex and comprehensive stormwater management system models for our clients. Because every project area is different, we have developed our water resources staff to specialize in multiple software models. We are fully trained and proficient with the latest versions of the following programs:

- XPSWMM, 1D and 2D
- Storm and sanitary analysis (SSA) for AutoCAD
- HydroCAD
- StormCAD
- InfoSWMM
- MicroStation GeoPAK
- HEC-RAS and HEC-GeoRAS
- HEC-HMS and HEC-GeoHMS
- P8
- SWAT and ArcSWAT
- Qual2E, Qual2K
- GIS geospatial data
- CAD linework
- LiDAR technology
- Aerial photography

These programs can be used to model the impact of new developments, the hydrologic and water quality benefit of BMPs, and the impact on floodplains. They are also helpful in analyzing and proving the effectiveness of improvements that are part of MS4 permitting.

Additionally, these programs allow us to perform spatial calculations, import GIS information, and automatically assign attributes to the system geometry and hydraulic elements. This increases the level of accuracy of the model and vastly expedites the model building process.

### Why Choose Bolton & Menk for Your Surface Water and Natural Resources Services?

The increasing complexity of water resources projects requires more innovative and customized engineering solutions. Our water resources group will provide technical and managerial support for any complicated water resources projects in Birchwood Village. Protection of our water resources requires dedication from state,

county, and local entities, as well as collaboration between public and private stakeholders.

Bolton & Menk has taken the initiative to develop and integrate low salt design concepts into our cold climate infrastructure designs, putting our staff at the forefront of a re-envisioning of the way infrastructure is designed moving forward. Through careful project exploration, innovative pollution-reduction strategies, and effective stakeholder partnerships, we can protect Birchwood Village’s environmental resources now and for years to come.

### Project Experience at a Glance

#### *MS4 Program Management, 25 Minnesota Communities*

Bolton & Menk provides comprehensive MS4 program management to 25 communities across Minnesota. This includes ordinance development, inspection services, innovative GIS asset management, pond bathymetric assessment, and total phosphorus (TP) and total suspended solids (TSS) removal effectiveness analyses, education, training, and document management. We understand MS4 responsibilities, believe in supporting the water quality goals that matter most to you, and support all aspects of MS4 program management.

#### *Opportunity Site Stormwater Management Planning, City of Brooklyn Center, Minnesota*

Brooklyn Center is in the process of transitioning from past to future and facing numerous challenges. Redevelopment is a unique opportunity to understand the present impacts of widespread hard surfaces and partially mitigate water quality and flooding impacts through reductions in hard surface, inclusion of stormwater practices where there aren’t any, restoration of compacted soils, and increased urban forests and native vegetation. Bolton & Menk developed a regional stormwater plan that allows for flexibility and evolution as redevelopment planning and phasing is proposed.

The Opportunity Site Stormwater Assessment provides the City of Brooklyn Center a framework for regional stormwater management that will evolve with development planning. This innovative approach will guide the city in constructing regional stormwater practices and align projects with funding opportunities to incentivize stormwater treatment above and beyond the minimum regulatory requirements.



## MUNICIPAL UTILITIES

Bolton & Menk excels in municipal utility system engineering. We plan and design according to the specific situations and capacity needs of clients, always striving to exceed their expectations. Because we maintain a strong working relationship with regulatory agencies, we can help clients navigate regulatory requirements.

Through these systems, Bolton & Menk can provide clients with a safe and reliable drinking water source that meets all regulatory requirements and the water demands of the community.

**Establishing existing capacity of trunk and lateral sanitary sewer systems has become increasingly important given the age of infrastructure and expansive development.** Additional sewer discharges are added to the system often with little data to support its level of service. Further, failing infrastructure may introduce inflow and infiltration (I&I) to the system that consumes sewer capacity and must be served by lift stations and treatment facilities. Regional sanitary sewer modeling, especially when coupled with lift station records and other flow metering data, is an effective tool for the following tasks:

- Understanding the system's current capacity
- Identifying sources of substantial I&I
- Approximating required sewer and lift station upgrades to support development/redevelopment
- Prioritizing sewer upgrade projects in conjunction with other capital improvements

Bolton & Menk has completed several regional studies that help communities predict current hot spots and identify high-priority system improvements. We are familiar with several software programs that provide a

dynamic view of the sanitary network under a variety of system flows and rainfall derived I&I scenarios. We have also developed a seamless approach to integrating GIS data with model building. We use model results to enhance the GIS with additional system capacity data that may have otherwise been unknown. Further integration with an online mapping system provides the city with a readily accessible tool that will help you make effective decisions about sanitary sewer system improvements and maintaining the health and welfare of the community.

Bolton & Menk has been successful in designing and implementing hundreds of lift station projects throughout the metro area. These stations have ranged from relatively straightforward replacement of pumps in existing stations, to the design of large cast-in-place wet well/dry well stations pumping millions of gallons.

### Project Experience at a Glance

#### *Nicollet Avenue Forcemain Replacements, City of Burnsville*

Nicollet Avenue carries high traffic volumes and is a major north-south corridor extending from CR 42 to Cliff Road. As a part of the Heart of the City Arterial Roadway Improvements, an existing forcemain required replacement. The street improvements were limited to rehabilitation via mill and overlay so a trenchless forcemain replacement was desired.

Using pipe bursting, the existing forcemain was able to be replaced with minimal additional impact to the street and traveling public. Temporary bypass pumping was required to maintain service to the existing lift station/neighborhood served by the forcemain.

## TRANSPORTATION ENGINEERING

Bolton & Menk offers a broad range of transportation planning, traffic, design, public engagement, project funding, and project management services. We can help guide your project through conceptual planning, preliminary design, funding eligibility and applications, final design, regulatory approval, and construction. While we provide large-scale highway design and construction services to Minnesota cities and counties, we specialize in local transportation services such as neighborhood and sub-area traffic studies, intersection safety and capacity analyses, modal integration, and corridor studies. Bolton & Menk is pre-qualified by MnDOT in more than 50 categories including all components of transportation and environmental planning, traffic analysis, signal design, ADA design, geometric highway design, and roundabouts.

**Bolton & Menk is especially qualified to support the City of Birchwood Village's project coordination efforts with Washington County. Our ability to develop effective working relationships between cities and counties has given us the experience and knowledge necessary to build consensus and create win-win solutions.** The Bolton & Menk team also brings a wealth of knowledge in available funding opportunities that could help the city move projects forward or make them more appealing to project partners like Washington County. We have an entire funding team that keeps their fingers on the pulse of available funding options, has significant experience in determining which projects have a reasonable chance of being funded by different solicitations, and have successfully secured over \$500 million in funding over the last 15 years. We believe our extensive experience in this regard will make us a valuable partner to the city while assisting with transportation planning and design projects.

### Transportation Planning Services

- Funding guidance, leadership, and applications
- Access management plans
- Environmental documentation
- Preliminary design
- Right-of-way preservation and official mapping
- Travel demand modeling
- Capacity analysis
- Interchange studies
- Bikeway/trail planning and design
- Transportation plans

### Traffic Engineering Services

- Intersection control evaluations
- Traffic impact studies
- Traffic forecasting/modeling
- Americans with Disabilities Act (ADA)/Public Rights-of-Way Accessibility Guidelines (PROWAG) compliance
- Corridor operations modeling and simulation
- Corridor safety review
- Signal justification reports
- Traffic signal design and operations
- Roundabout analysis and design
- Structural support for signs, luminaries, and signals

### Project Development and Design Services

- Complete streets planning/design
- Street and highway preliminary and final design
- Non-motorized trail design
- At-grade intersection design
- Roundabouts, signalized, limited access
- Turn lanes and channelization
- Transportation management plans (TMP)
- Innovative contracting
- Roadway lighting analysis and design
- Design-build services
- Temporary and permanent traffic control

### Why Choose Bolton & Menk for Your Transportation Services?

Birchwood Village can count on Bolton & Menk's transportation team to provide the highest quality services and deliverables in the industry. We will engage the interests of multiple stakeholders and find sustainable solutions that achieve your goals. Sustainable solutions that are technically feasible, publicly acceptable, environmentally compatible, and economically viable are the essence of quality and satisfaction. You can depend on our team of planners, engineers, and specialists to achieve your project goals.

### Project Experience at a Glance

*Southview Boulevard (CSAH 14) and 3<sup>rd</sup> Avenue Improvements, Dakota County*

With high crash rates, outdated traffic signals, uneven pavement surfaces, and deteriorating pedestrian facilities, the Southview Boulevard corridor needed a refreshed image. With a comprehensive corridor

analysis, enhanced with grassroots stakeholder involvement, Bolton & Menk developed a new corridor vision. A sustainable solution design process led to acceptance for removal of two traffic signals, a narrowed street section with 11-foot travel lanes, streetscape approach with designated pedestrian access routes, and corridor branding. We led a robust public involvement process that engaged the public, businesses, and residents. Because of this collaboration, the corridor was revitalized, providing the opportunity for private development.



*Highway 61 Streetscape Improvements, City of White Bear Lake*

Highway 61 is the gateway to White Bear Lake. It is a significant transportation corridor for the region and splits the downtown. With an average traffic volume of more than 20,000 vehicles per day, it exposes a

multitude of users to the city. The highway was showing its wear and was slated for a major overlay project by MnDOT.



With a lack of identity and inadequate pedestrian amenities, this major vehicular transportation corridor also served as an impediment to the community in its current state. Rather than provide just a standard overlay project, Bolton & Menk worked with city staff, MnDOT, and the community to develop a culturally significant corridor with enhanced pedestrian facilities, traffic calming measures, and a brand identity for White Bear Lake. The project improved safety and access for all modes of transportation, created a gateway for the community, and minimized impacts to the local community during construction.

**LAND SURVEYING**

The City of Birchwood Village has a wide range of land surveying needs on a variety of different projects. Bolton & Menk is equipped to provide all of Birchwood Village's surveying needs and more.

Bolton & Menk's land surveying staff offer competitive services with accuracy and efficiency, using state-of-the-art technology such as

- Robotic data collection
- GPS
- 3D laser scanning and digital control leveling

Typical survey projects vary from general boundary surveys to detailed ALTA title surveys to complex construction site staking and comprehensive control surveys for large, complex projects. Bolton & Menk's

surveying services include

- Engineering and architectural design surveys
- Construction surveys and staking
- Boundary surveys
- Certificates of survey
- Photogrammetric mapping control
- Drainage and floodplain surveys
- GPS
- Subdivision plat preparation and review
- Property records investigations
- Legal descriptions
- 3D laser scanning
- Title and boundary surveys
- Right-of-way and easement descriptions and exhibits
- As-built surveys



Our field crews follow a rigorous set of survey and CAD standards and can follow any client standard. Survey personnel follow a standardized data collection process. This standardization means work gets done effectively and efficiently. Survey staff are trained, experienced, and, where required, prequalified for design/location and construction surveys of state, municipal, and county projects as well as land, right-of-way, and geodetic/control surveys.



Our survey group regularly works in partnership with our reality capture group and their vast array of UAV and other robotics services to efficiently deliver project needs. A great example of how this can directly benefit the City of Birchwood Village is through the use of our various photo capture methods to develop accurate, current information on existing roadway infrastructure. This data can be entered into AI programs to develop pavement condition assessments which quickly and accurately provide the information necessary to develop and update pavement management plans.

## Why Choose Bolton & Menk for Your Land Surveying Services?

Bolton & Menk began as a surveying company more than 70 years ago and staying on top of the profession has always been a priority. Our professional commitment ensures unmatched service for the City of Birchwood Village and quality results on every surveying project.

## Municipal-Focused Surveying

Bolton & Menk has developed its land surveying and related GIS practices to specifically serve the needs of our municipal and public clients. Our professional and technical staff are trained and highly experienced in the efficient delivery of a range of survey and GIS products that support and complement our clients' needs to manage, maintain, improve, and document the public infrastructure and their rights-of-way.

## Project Experience at a Glance

### *Hamburg Avenue, City of Lakeville*

Hamburg Avenue, a state aid residential collector road, was scheduled for improvements because of new residential development along the corridor. The road was partially improved in 2002 with a half-urban and half-rural road section to support the first developments. Over time, vehicular and pedestrian traffic increased due to additional residential development. This, along with pavement degradation, resulted in the need for street improvements. Bolton & Menk worked with Lakeville staff to expand the roadway, fully urbanize the street section with the addition of curb and storm sewer, add pedestrian amenities, incorporate traffic calming measures, and implement water quality infiltration basins. A collaborative approach to pavement design resulted in a combination of full reconstruction and full-depth reclamation along the corridor. Bolton & Menk provided full-service construction staking, including as-built/record plans of completed sanitary sewer, storm sewer, and water structure improvements.

# CURRENT CLIENTS AND REFERENCES

Bolton & Menk provides services to many cities, counties, and state agencies. We have developed great relationships with our clients, including with the various communities surrounding Birchwood Village.





## References

Client satisfaction through quality deliverables, cost-effective rates, and timely project delivery are top priorities for Bolton & Menk. **Please contact the following references to evaluate Bolton & Menk’s performance on similar projects.**



### Oakdale, MN

**Jim Romanik**  
Public Works Operations  
Manager  
651-730-2743  
Jim.Romanik@oakdalemn.gov

### Willernie, MN

**Victoria Keating**  
City Clerk  
651-429-2977  
vkeating1@comcast.net

### White Bear Lake, MN

**Paul Kauppi**  
City Engineer/  
Public Works Director  
651-429-8526  
pkauppi@whitebearlake.org

### Barb K. Parent

**Mayor**  
651-426-0757

## Conflict of Interest

In providing engineering services to more than 300 communities in Minnesota, Iowa, and North Dakota, Bolton & Menk will occasionally represent clients with competing interests. We have successfully represented the best interests of all our clients by providing internal separation of the work performed. We will refrain from providing services for developers working within the city to avoid any concerns or appearance of impropriety. Generally, the developers work through the city for plan review and construction. We will support the city and assist as requested.



# KEY PERSONNEL

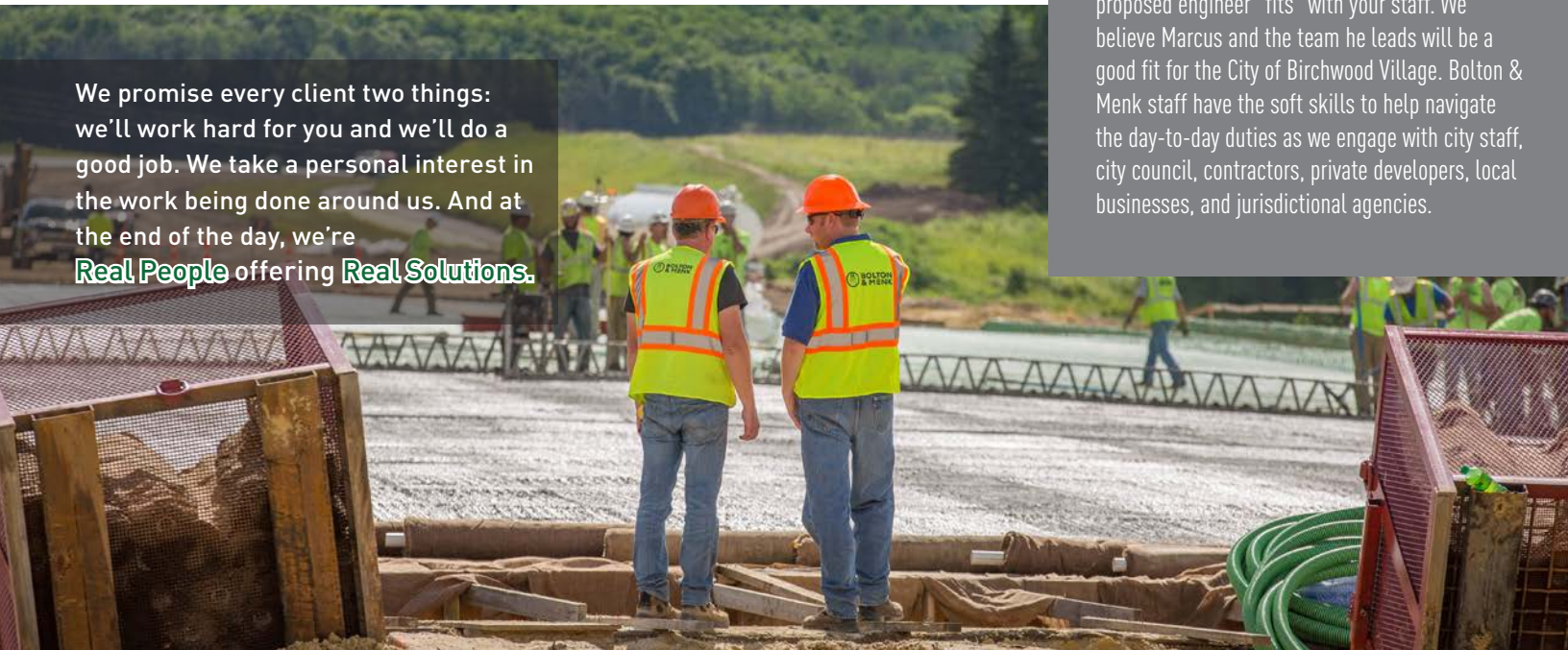
We realize the City of Birchwood Village can choose from several engineering consultant firms. When choosing Bolton & Menk, you secure decades of municipal engineering experience and the expertise that comes with it. In addition, you get key personnel dedicated to Birchwood Village that will establish trust and build a relationship. We work hard every day to deliver exemplary customer service and the technical solutions Birchwood Village can count on.

Our team will provide seamless service, as if we are just down the hall and a member of city staff. As your city engineer, Marcus Johnson will closely coordinate with city administration, staff, and council. Our approach includes these key features:

- Marcus and Brian will work as an extension of city staff
- Marcus will proactively seek opportunities and efficiencies for the benefit of Birchwood Village
- As assigned by city staff and/or city council, our team will complete duties requested within the designated schedule
- We are available to respond to Birchwood Village City Council or staff inquiries quickly and effectively via phone and emails 24 hours a day, 7 days a week
- Upon request, we will provide written reports for inclusion in city council packets, attend and present progress at city meetings, and update staff and council on ongoing projects

During infrastructure project construction, Marcus will assign a construction project representative (CPR) to the city who will be on-call 24 hours a day, 7 days a week; the CPR will be on-site during construction activities as requested by the city

We promise every client two things: we'll work hard for you and we'll do a good job. We take a personal interest in the work being done around us. And at the end of the day, we're **Real People offering Real Solutions.**



## Important to Know

Marcus prides himself on his personal contact with the council, staff, and residents. He will go the extra mile to learn about the city needs and address any questions or concerns.

Marcus will work with the city council and staff to prioritize projects, prepare cost estimates for community investment plans, and make recommendations on funding for a wide range of infrastructure improvements.

We have experts in a variety of specialty areas. Marcus will match the best person to serve as city engineer and project manager for any of the City of Birchwood Village's specialty projects—landscape design, survey, funding solutions, project communication, GIS mapping, water resources, and more.



## Level of Service

A high level of service can be defined by one thing—treating others the way you want to be treated. In practice, we do what we say we are going to do. Responsiveness to calls or emails, punctuality, and communication are key factors in building a successful relationship as your consultant city engineer.

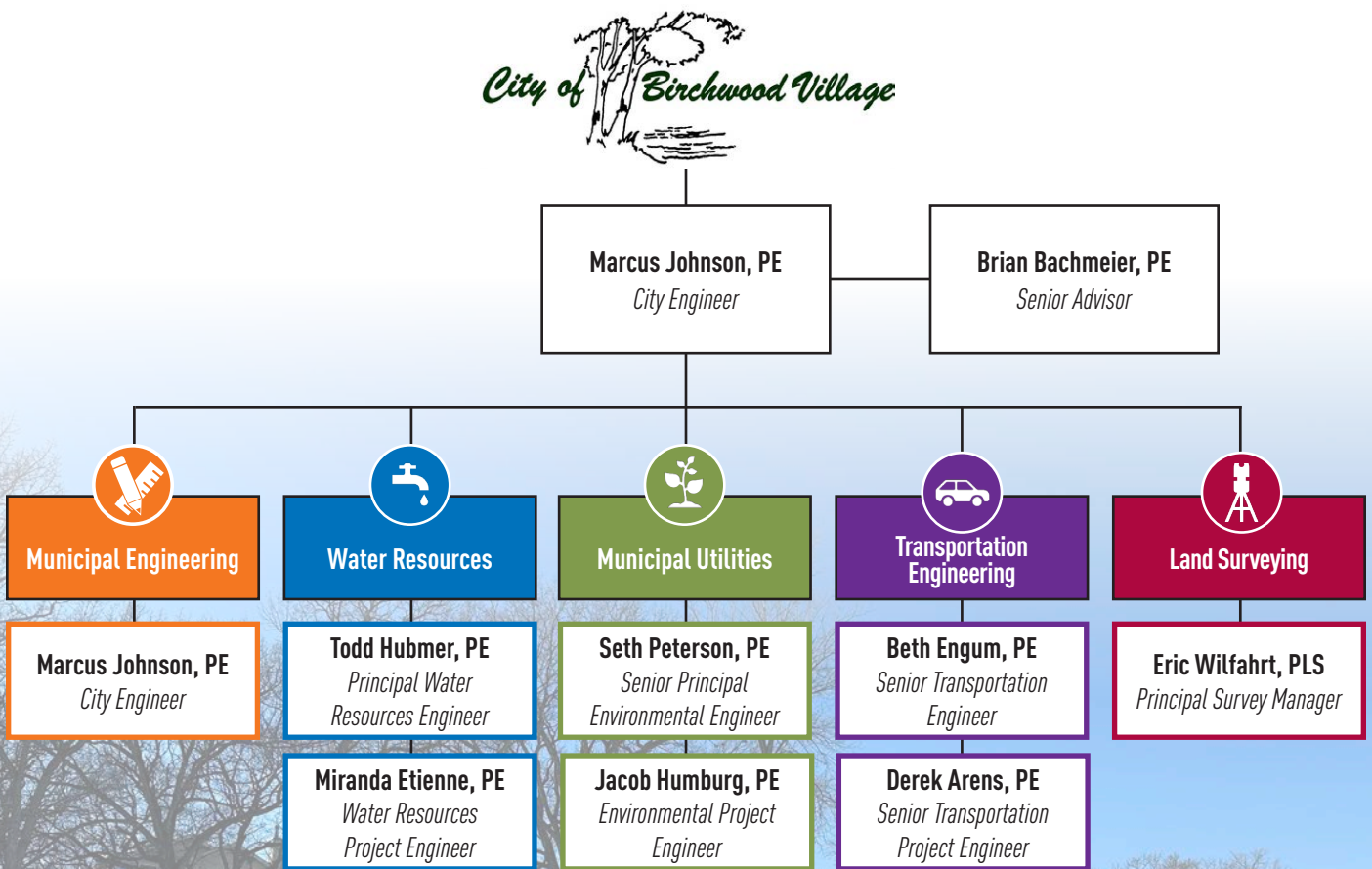
When considering who you will choose to work with as your consultant city engineer, the city needs to think about which engineering firm matches your needs, and more importantly, which proposed engineer “fits” with your staff. We believe Marcus and the team he leads will be a good fit for the City of Birchwood Village. Bolton & Menk staff have the soft skills to help navigate the day-to-day duties as we engage with city staff, city council, contractors, private developers, local businesses, and jurisdictional agencies.



## Project Team

Bolton & Menk has assembled an experienced and proven team that is qualified to complete projects for the City of Birchwood Village, led by an outstanding group of lead project managers for each service area. This proposed team includes professionals with proven backgrounds and depth of experience to ensure all project goals and objectives are achieved. Bolton & Menk understands the importance of budget restraints, specifically in smaller communities. That is why we are structuring our services with staff members with lower billing rates, while still having plenty of experience. We also have multiple senior-level staff to provide input and guidance as needed.

Marcus Johnson will serve as the lead client contact and will routinely be responsible for the overall management and administration of contracts with the city. While Marcus will provide most of the day-to-day services for the city, he will rely heavily on others within the company to lead projects and provide support when needed. We offer the City of Birchwood Village full access to our firm’s more than 800 employees. Key team members include:



## MUNICIPAL ENGINEERING



**MARCUS JOHNSON, PE**  
City Engineer

5 Years of Experience

As the overall responsible person to the City of Birchwood Village, Marcus will serve as the initial contact as projects are developed. Once a project team is identified, a project delivery plan will be formulated to identify communication protocol with the city and Bolton & Menk project managers, as well as budget and scheduling milestone information. Marcus will also be the primary contact for billing questions, project performance, etc.

Marcus is a project engineer who began his career with Bolton & Menk in 2018 following a two-year internship. He is passionate about making communities a better, safer, and more environmentally friendly place to live, work, and play. Marcus is involved with various aspects of the design and construction process for municipal and site development projects. He assists in preparing preliminary engineering reports, developing designs and construction plans, and preparing bid documents and specifications. He also serves as a resident construction project representative during construction season.

### Education:

Bachelor of Science – Civil Engineering, Minnesota State University, Mankato

### Professional Certifications:

- Professional Engineer, MN
- Construction Site Management; Design of Construction SWPPP – University of Minnesota
- Bituminous Street; Aggregate Production; ADA Accessible Design in the Public Right-of-Way – MnDOT
- Low Salt Design Strategies (LSiD™) – Bolton & Menk Authorized Trainer

### Project Experience:

- City Engineer, City of Willernie, Minnesota
- City Engineer, City of Center City, Minnesota
- City Engineer, Fish Lake Township, Minnesota
- City Engineer, City of Askov, Minnesota
- City Engineer, City of Findlayson, Minnesota
- Capital Improvement Plan, City of Marine on St. Croix and Fish Lake Township, Minnesota
- 205<sup>th</sup> and Ipava Avenue, City of Lakeville, Minnesota
- Twin Lake Boulevard, Cities of Little Canada and Vandais Heights, Minnesota
- Sanitary Sewer Lining, City of Forest Lake, Minnesota



**BRIAN BACHMEIER, PE**  
Senior Advisor

36 Years of Experience

Brian will advise Marcus and the team on projects in the City of Birchwood Village. Brian currently serves as the City of Oakdale's consultant city engineer and will lend his depth of local knowledge and city engineering experience.

Brian is a senior project manager who began his career in 1984. Specializing in municipal engineering, his experience includes more than 38 years in municipal governments in Minnesota and North Dakota. Aligning himself with Bolton & Menk values, Brian says he enjoys "serving a variety of municipal clients in delivering engineering and planning services that provide a better environment to live, work, and play in."

### Education:

Master of Arts – Public Administration, Hamline University

Bachelor of Science – Civil Engineering, North Dakota State University

### Professional Certifications:

- Professional Engineer, MN
- Low Salt Design Strategies (LSiD™) – Bolton & Menk Authorized Trainer

### Project Experience:

- Public Works Director/City Engineer, City of Oakdale, Minnesota (1989-2022)
  - Comprehensive Plan Development and Implementation
  - Planning and Zoning Administration
  - Development of Engineering Standards, Plan Review, and Construction Compliance
  - Development of Capital Improvement Programs and Estimates for Street, Utility, Building, and Park Improvements
  - Pavement Preservation and Replacement
  - Water Main Replacement
  - Sewer Lining and Replacement
  - Lift Station Relocation and Rehabilitation
  - Park Improvements
  - Surface Water Improvement
  - Improvement and Special Assessment Hearings
  - Working relationships with state and county agencies, including the MPCA, MDH, MDNR, MDOT, and Washington County

## WATER RESOURCES



**TODD HUBMER, PE**  
Principal Water Resources Engineer

31 Years of Experience

Todd is a principal water resources engineer who began his engineering career in 1992. He has experience serving as consultant city engineer, watershed district engineer, and lead water resource project manager for some of the largest public projects in Minnesota. His experience includes municipal processes, public policy development, grant writing, public process and strategy, lake and stream restorations, pollutant trading negotiations, water resource planning, and water treatment systems.

Todd skillfully collaborates with clients to develop a vision for project outcomes. He leads public processes to build community and regulatory support and trust, and throughout his career he has developed strategic partners to assist in securing the necessary funding to bring any project, both small and large, from vision to reality.

### Education:

Bachelor of Science – Civil Engineering, Florida Institute of Technology

### Professional Certifications:

- Professional Engineer, MN

### Project Experience:

- Blue Line Light Rail West Segment, City of Minneapolis, Minnesota
- I-35W and TH 62 Water Resources Design, City of Minneapolis, Minnesota
- Highway 371 Design Build Water Resource Leader, City of Nisswa, Minnesota
- Levee Improvement Project, City of Carver, Minnesota
- Otter and Campbell Lakes, City of Hutchinson, Minnesota



**MIRANDA ETIENNE, PE**  
Water Resources Project Engineer

6 Years of Experience

Miranda is a water resources engineer for Bolton & Menk beginning her career in 2017. She is responsible for preparing preliminary engineering reports, preliminary and final design, developing construction plans, and completing reviews of development plans. She also assists with design calculations and cost estimates. Miranda is proficient in AutoCAD Civil 3D, Storm & Sanitary Analysis (SSA), HydroCAD, and XPSWMM. She regularly completes hydrologic and hydraulic modeling, water quality modeling, best management practice (BMP) design for SWPPPs, and watershed permitting and administration for projects. In addition to her design knowledge, Miranda has gained valuable experience in the field on projects ranging from new residential developments to full reconstructs, as well as mill and overlay and reclamation projects.

### Education:

Bachelor of Science – Civil Engineering, North Dakota State University

### Professional Certifications:

- Professional Engineer, MN
- Low Salt Design Strategies (LSiD™) – Bolton & Menk Authorized Trainer
- Confined Space Entry – Rescue Resources
- Smart Salting for Property Management – Minnesota Pollution Control Agency (MPCA)
- Design of Construction SWPPP – University of Minnesota

### Project Experience:

- Stormwater Management Plan and Neighborhood Flooding Assessment, City of Northfield, Minnesota
- 2023 Miscellaneous Storm Structure Repair, City of Northfield, Minnesota
- Hidden Valley Park Pond, City of Northfield, Minnesota
- Wastewater Treatment Facility Flood Protection Project, City of Benson, Minnesota
- Ice Arena Parking Lot Reconstruction, City of West St. Paul, Minnesota
- 2021 Pavement Management Program Street and Utility Improvements, City of Arden Hills, Minnesota

## MUNICIPAL UTILITIES



**SETH PETERSON, PE**  
Senior Principal Environmental Engineer  
 27 Years of Experience

Having started as an intern at Bolton & Menk, Seth now leads one of the largest environmental groups in the Upper Midwest. Seth began engineering in 1995 and now serves as the environmental work group leader. If someone has a water or wastewater problem, he is willing to do what it takes to figure it out. His background includes planning, assisting with funding, and designing lift stations and water and wastewater treatment facilities; securing permits; working with regulatory agencies; and construction management.

**Education:**

Master of Science—Civil and Environmental Engineering, South Dakota State University  
 Bachelor of Science—Civil Engineering, South Dakota State University

**Professional Certifications:**

- Professional Engineer, MN, WI

**Project Experience:**

- Lift Station Improvements, City of Eagan, Minnesota (multiple lift stations)
- Lift Station Improvements, City of Prior Lake, Minnesota (multiple stations)
- Lift Station Improvements, City of Burnsville, Minnesota (multiple stations)
- Lift Station Improvements, City of Lake Elmo, Minnesota (multiple stations)
- Lift Station Improvements, City of Elko New Market, Minnesota (multiple stations)



**JACOB HUMBURG, PE**  
Environmental Project Engineer  
 7 Years of Experience

Jacob is an environmental design engineer who joined Bolton & Menk in 2015. His work emphasis is on water and wastewater related projects, including water and wastewater treatment plants, lift stations, well houses, and chemical treatment systems. Jacob uses his attention to detail and ability to satisfy his client’s unique requests to complete pre-planning, design phase, construction observation, project closeout, and the drafting of technical documents related to new or existing facilities.

**Education:**

Master of Science—Environmental Engineering, South Dakota State University  
 Bachelor of Science—Civil and Environmental Engineering, South Dakota State University

**Professional Certifications:**

- Professional Engineer, MN

**Project Experience:**

- Lift Station 2 Renovation, City of Brooklyn Center, Minnesota
- Ashbury Lift Station, City of Eagan, Minnesota
- Galtier Lift Station, City of Roseville, Minnesota
- Lift Station 2 and Forcemain, City of West St. Paul, Minnesota
- Lift Station 5 Rehabilitation, City of Woodbury, Minnesota



## TRANSPORTATION ENGINEERING



**BETH ENGUM, PE**  
Senior Transportation Engineer  
23 Years of Experience

Beth is a senior transportation project manager at Bolton & Menk whose professional career began in 1999. Her expertise lies in arterial and interchange reconstruction, public and stakeholder agency engagement, and managing multiagency, multidisciplinary projects. Her passion for the field stems from seeing the positive impact public infrastructure improvement projects have on a community and its residents. Having worked for DOTs, counties, and cities, Beth has a unique understanding of public agencies, their needs and processes, and how to serve them.

**Education:**

Master of Science—Engineering Management, George Washington University  
Bachelor of Science—Civil Engineering, University of Minnesota—Minneapolis

**Professional Certifications:**

- Professional Engineer, MN, WI

**Project Experience:**

- US Highway 169 and CSAH 4 Interchange Design, Sherburne County, Minnesota
- France Avenue Improvements, Hennepin County, Minnesota
- I-35/CSAH 9 Interchange Study, Rice County, Minnesota
- TH 61 Visioning Study, Washington County, Minnesota
- Lake Links Trail/South Shore Boulevard Trail Design Study, Ramsey County, Minnesota
- CSAH 49/Hodgson Road Reconstruction Preliminary Design, Ramsey County, Minnesota
- TH 36/CSAH 17 (Lake Elmo Avenue) Intersection Study, Washington County, Minnesota



**DEREK ARENS, PE**  
Senior Transportation Project Engineer  
12 Years of Experience

Derek is passionate about serving the public and takes pride in enhancing the safety and quality of the communities he serves. As a transportation project engineer, he is responsible for preliminary and final roadway design layouts, cost estimates, specifications, and assembling construction plans. Derek began his career in 2011 and has all-around experience from concept design to construction delivery. His design knowledge spans from retaining walls to trails to access management. He specializes in roundabout design and has a history of geotechnical experience. Derek enjoys bringing the clients’ visions to life with the 3D design aspect of roadway design technology. He is fluent in software such as MicroStation/GEOPAK, Openroads, and Site/Corridor Modeler.

**Education:**

Bachelor of Science—Civil Engineering, University of Minnesota—Twin Cities  
Bachelor of Arts—Engineering Science, Bethel University

**Professional Certifications:**

- Professional Engineer, MN

**Project Experience:**

- Diffley Road (CSAH 30) School Area Safety Improvements, City of Eagan, Minnesota
- CSAH 21 Downtown Prior Lake Reconstruction, Scott County, Minnesota
- CSAH 2 and 91 Roundabout, City of Elko New Market, Minnesota
- ISD 834 Utility and Street Improvements (Settlers Ridge Parkway and Brookview Road), City of Woodbury, Minnesota
- CR 45 Roundabout, Sherburne County, Minnesota
- US Highway 169 and CSAH 4 Interchange Design, Sherburne County, Minnesota
- France Avenue Improvements, Hennepin County, Minnesota

## LAND SURVEYING



**ERIC WILFAHRT, PLS**  
Principal Survey Manager

**18 Years of Experience**

Eric began his surveying career in 2004 with Bolton & Menk after three summer internships with the company. He manages survey operations for the firm's south metro locations. He likes to complete projects that have complex and challenging right-of-way and boundary determinations. Eric is very detail orientated, and he strives to produce the best possible product for clients while keeping budget in mind. He is responsible for crew scheduling and coordination; professional reviews and determinations; research; and preparing, calculating, interpreting, and writing legal descriptions. He also provides quality assurance and quality control on projects to ensure project scopes are complete. Eric is proficient in Civil 3D and Trimble Business Center.

### Education:

Bachelor of Science—Land Surveying and Mapping Science, Saint Cloud State University  
Associate of Applied Science—Civil Engineering Technology and Land Surveying Technology, South Central College

### Professional Certifications:

- Professional Land Surveyor, MN

### Project Experience:

- CSAH 12 Preliminary and Final Design, Scott County, Minnesota
- St. Anthony Parkway and Northtown Railyard Bridge, City of Minneapolis, Minnesota
- Tonka-Woodcroft Improvements, City of Minnetonka, Minnesota
- Rice Street Visioning Study, Ramsey County, Minnesota
- TH 61/Spring Creek Road Reconstruction, City of Red Wing, Minnesota
- Cedar Lake Road Improvements, City of St. Louis Park, Minnesota
- Topographic Survey for NE Penn Drainage Improvements, City of Bloomington, Minnesota





## Staff Availability and Commitment

Marcus will dedicate the time necessary to meet the city’s expectations for city engineering, planning services, or any other services desired. In addition to Marcus, Bolton & Menk will commit the necessary staff members, as required, to meet commitments to the City of Birchwood Village. Our staff is at the disposal of the City of Birchwood Village to meet your needs 24 hours a day, 7 days a week.

## Approach to Communication and Coordination

Marcus and the team are committed to providing effective and timely communication with city staff and council. Two-way communication is an essential, yet often overlooked, element in the development and evaluation of engineering and planning solutions. We continually welcome input throughout all phases of the project. City concerns will be addressed on a regular basis. Marcus is available to meet at Birchwood Village City Hall or answer phone calls promptly. He prides himself on the ability to maintain regular contact with the council, staff, and residents and will go the extra mile to address any questions or concerns.

## Accountability

One of the few remaining guarantees in life is that no one is perfect. A lack of perfection means mistakes will be made. **We make mistakes—it happens. Although it is not always easy, we are accountable for what we do and we can be counted on to make it right.** We value transparency. We do not hide from or deny our mistakes. Instead, we work with our clients to fix any issues as quickly as possible. Our philosophy is to “run to the problem.”

Accountability seems to be a lost art. At the end of the day, we are partners and believe in being treated fairly. Our number one goal is to build and maintain relationships built on trust, transparency, and accountability. **We do what we say we are going to do and if we make a mistake, we’ll make it right.**



We believe in the power of face-to-face meetings, friendly conversations, and a collaborative decision-making process to keep your projects on schedule, within budget, and focused on **real, workable solutions.**

# FEE SCHEDULE

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, 2023. 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.

Bolton & Menk proposes a **monthly fee for attendance at one regularly scheduled planning commission and city council meeting of \$300 each.** Marcus Johnson, acting as your city engineer, will attend as requested.

| Employee Classification                  | Hourly Billing Rates |
|--|----------------------|
| City Engineer—Marcus Johnson             | \$149                |
| Senior Advisor—Brian Bachmeier           | \$208                |
| Senior Project Manager                   | \$175-264            |
| Project Manager                          | \$104-198            |
| Senior Project Engineer                  | \$140-198            |
| Project Engineer                         | \$130-188            |
| Design Engineer                          | \$110-186            |
| Graduate Engineer                        | \$110-145            |
| Senior Planner                           | \$115-198            |
| Planner                                  | \$115-171            |
| Senior Landscape Architect               | \$150-204            |
| Landscape Architect                      | \$120-160            |
| Landscape Designer                       | \$100-169            |
| Licensed Project Surveyor                | \$160-240            |
| Graduate Surveyor                        | \$130-181            |
| Survey Technician                        | \$85-173             |
| Senior Technician                        | \$110-195            |
| Technician                               | \$79-168             |
| Specialist*                              | \$95-205             |
| Practice Expert**                        | \$205-308            |
| Senior Principal                         | \$195-314            |
| Principal                                | \$160-289            |
| Administrative/Corporate Specialists     | \$64-194             |
| 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.



March 30 2023, Special Meeting

**From:** Ben Wikstrom <benwikstrom@gmail.com>  
**Sent:** Friday, March 24, 2023 1:59 PM  
**To:** Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>  
**Cc:** Alan Kantrud <hakantrud@protonmail.com>  
**Subject:** Re: City Planner position

Rebecca and Alan,

Attached, please find a draft services agreement. Please let me know if you need any changes or see anything wrong. It was auto-generated, of course, so there might be some clauses that are not needed.

Alan, I am in the process of getting a new insurance policy as I have a client that is a private firm for whom I will be a subcontractor with an MSA. I'm not sure the state requires insurance for planners, since we are not licensed or signing any documents (perhaps the occasional plat, which isn't typically required), but I am happy to get a policy that will cover Birchwood, as well. Please advise as to whether there is anything specific that is needed within the policy, as I'm looking to finalize that purchase in the next week or so.

Rebecca, the monthly fee is not listed in this agreement, but we can add it if needed. I didn't know if it should be included in case it changes over the years, so we don't have to adopt a new, full agreement if that happens. Based on our conversation the other day and previously, I am willing to reduce the proposed fee. It sounded like mileage was a concern for the City Council (or it was brought up), so I will remove that, and will not charge for meeting attendance. I prefer to bulk everything in together anyway, but was asked by another municipality to separate the mileage and keep track of meetings. I'm not comfortable assuming only 10 hours a month, and it sounded like Steve wasn't sure of the number and that some work might have been lumped with and charged as engineering. That said, I'm fine with a significant reduction coupled with the mileage change and would be willing to revisit the fee if the City feels it is necessary in six months or a year; I may feel it is necessary, as well, if the hours are more than we are guessing. My proposal would be for \$1,600 a month with those changes and estimates. I'm confident the City will be happy with my services and the agreement, and that we will work out the right number.

Thank you both, and please feel free to contact me anytime.

Ben  
612.801.7992

P.S. I can also send this as a PDF, if you'd prefer.

On Fri, Mar 17, 2023 at 1:04 PM Rebecca Kellen <[Rebecca.Kellen@cityofbirchwood.com](mailto:Rebecca.Kellen@cityofbirchwood.com)> wrote:

Hi Ben,

I am looking forward to moving forward in the process with you and congratulations on being selected for further consideration! The next step would be for you to send over a draft agreement of services for our consideration. Once received it will be reviewed by the attorney and go to the city council for final approval. Please let me know if you have any questions otherwise, we look forward to receiving the draft agreement. Thank you.

Rebecca Kellen, MBA  
City Administrator  
City of Birchwood Village, MN  
office: (651) 426-3403  
fax: (651) 426-7747  
email: [rebecca.kellen@cityofbirchwood.com](mailto:rebecca.kellen@cityofbirchwood.com)  
website: <http://www.cityofbirchwood.com/>

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**From:** Ben Wikstrom <[benwikstrom@gmail.com](mailto:benwikstrom@gmail.com)>  
**Sent:** Wednesday, March 15, 2023 9:34 PM  
**To:** Rebecca Kellen <[Rebecca.Kellen@cityofbirchwood.com](mailto:Rebecca.Kellen@cityofbirchwood.com)>  
**Subject:** City Planner position

March 30 2023 Special Meeting

Re: City Planner position

H.A.Kantrud <hakantrud@protonmail.com>

Mon 3/27/2023 6:21 AM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Cc: Ben Wikstrom <benwikstrom@gmail.com>

At the risk of sounding too much like an editor, there are a few clauses that really do not apply, Ben. We should add a feature about Chapter 13 compliance and perhaps expand or at least add as an exhibit the duties of the position. Since this position is singular, I don't expect the CC will want to see a section suggesting the duties can be 'farmed-out' either, which they can under the language of your agreement...

Just a few thoughts.

H. Alan Kantrud

"Conservatives pride themselves on resisting change, which is as it should be. But intelligent deference to tradition and stability can evolve into intellectual sloth and moral fanaticism, as when conservatives simply decline to look up from dogma because the effort to raise their heads and reconsider is too great." William F. Buckley

\*\*\*\*\*

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Sent with [Proton Mail](#) secure email.

----- Original Message -----

On Friday, March 24th, 2023 at 4:42 PM, Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com> wrote:

Thanks Ben,

We have scheduled a meeting for next Thursday the 30<sup>th</sup> of March at 5pm to discuss the services agreements with the city council. I welcome you to attend that meeting.

Alan - Can you please review this service agreement for us and let us know if there is anything you think should be revised.

Rebecca Kellen, MBA  
City Administrator  
City of Birchwood Village, MN  
office: (651) 426-3403  
fax: (651) 426-7747  
email: rebecca.kellen@cityofbirchwood.com  
website: <http://www.cityofbirchwood.com/>

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# CONSULTING SERVICES AGREEMENT

**I. The Parties.** This Consulting & Retainer Agreement ("Agreement") is made effective as of March 24 2023, by and between an individual known as Ben Wikstrom with a mailing address of 112 Mill Avenue, WATERTOWN, Minnesota, 55388 ("Consultant") and a business entity known as City of Birchwood Village with a mailing address of 207 Birchwood Avenue, Birchwood, Minnesota, 55110 ("Client").

**II. Services.** Consultant agrees to provide the following services ("Services"): Provide Planning Consultant services on an ongoing basis

**III. Term.** The Services shall commence on the date of May 1 2023, and shall continue until either Consultant or Client gives notice of terminating this Agreement.

**IV. Payment.** In consideration for the Services provided, the Consultant is to be paid the following:

Monthly Fee ("Payment")

**V. Payment Interval.** Consultant shall be paid, in accordance with Section IV, to be paid on a monthly basis after the Services have started. After the Services have been completed, if there is any remaining balance it shall be paid within thirty (30) days by the Client.

**VII. Retainer.** The Client is not required to pay a retainer as part of this Agreement.

**VIII. Expenses.** The Consultant shall be responsible for all expenses related to providing the Services under this Agreement EXCEPT any "out-of-pocket" expenses. Out-of-pocket expenses are considered to be an expense that requires the Consultant to pay a third (3rd) party as a direct or indirect result of providing the Services. However, the Consultant will be required to pay for their internal expenses which includes, but is not limited to, supplies, equipment, operating costs, business costs, employment costs, taxes, Social Security contributions and/or payments, disability insurance, unemployment taxes, and any other cost that may or may not be in connection with the Services provided by the Consultant. Client agrees to pay the Consultant within thirty (30) days of receiving notice of any expense directly associated with the Services. Upon request by the Client, the Consultant may have to show receipt(s) or proof(s) of purchase for said expense.

**IX. Termination Clause.** The Consultant and Client may terminate this Agreement at any time with notice of at least 60 Day(s) notice.

**X. Return of Records.** Upon termination of this Agreement, the Consultant shall deliver all records, notes, and data of any nature that are in the Consultant's possession or under the Consultant's control and that are of the Client's property or relate to Client's business.

**XI. Disputes.** If any dispute arises under this Agreement, the Consultant and the Client shall negotiate in good faith to settle such dispute. If the parties cannot resolve such dispute themselves, then either party may submit the dispute to mediation by a mediator approved by both parties. If the parties cannot agree with any mediator or if either party does not wish to abide by any decision of the mediator, they shall submit the dispute to arbitration by any mutually acceptable arbitrator, or the American Arbitration Association (AAA). The costs of the arbitration proceeding shall be borne according to the decision of the arbitrator, who may apportion costs equally or in accordance with any finding of fault or lack of good faith of either party. If either party does not wish to abide by any decision of the arbitrator, they shall submit the dispute to litigation. The jurisdiction for any dispute shall be administered and decided upon the Client.

**XII. Liability Insurance.** The Consultant agrees to bear all responsibility for the actions related to themselves and their employees or personnel under this Agreement. In addition, the Consultant agrees to obtain comprehensive liability insurance coverage in case of bodily injury, personal injury, property damage, contractual liability, and cross-liability. In addition, the Consultant shall be required to have liability insurance equal to a single-limit of \$1,000,000.00.

**XIII. Legal Notice.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in-person or deposited in the United States Postal Service via Certified Mail with return receipt.

**XIV. Non-Compete.** During the term of this Agreement, and for the maximum term allowed under State and Federal laws following its termination, the Consultant shall not engage in any activity that would compete in any way whatsoever with the activities of the Client in which the Consultant was or is involved, or where the Consultant gained confidential or sensitive information of the Client, directly or indirectly through the delivery of the Services. For further clarity, this section is to be geographically limited to areas and locations that the Customer operates and conducts its business activity.

**XV. Non-Solicitation.** During the term of this Agreement, and for the maximum term allowed under State and Federal laws following its termination (“Solicitation Period”), the Consultant shall not,

without the written consent of the Client, directly or indirectly, solicit or attempt to solicit any person who was:

- (a) A customer of the Client as of the date of this Agreement was terminated;
- (b) A customer of the Client at any time within the Solicitation Period immediately before the date of the termination of this Agreement;
- (c) Solicited as a prospective customer by the Client at any time during the provision of Services under this Agreement, should the Consultant have had knowledge of this pursuit; or,
- (d) An employee or contractor of the Client as of the date this Agreement was terminated or within the one-year period immediately before the date of the termination of this Agreement.

**XVI. Waiver of Contractual Right.** The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

**XVII. Independent Contractor Status.** The Consultant, under the code of the Internal Revenue (IRS), is an independent contractor and neither the Consultant's employees or contract personnel are, or shall be deemed, the Client's employees. In its capacity as an independent contractor, the Consultant agrees and represents:

- a.) Consultant has the right to perform Services for others during the term of this Agreement;
- b.) Consultant has the sole right to control and direct the means, manner, and method by which the Services required under this Agreement will be performed; Consultant shall select the routes taken, starting and ending times, days of work, and order the work that performed;
- c.) Consultant has the right to hire assistant(s) as subcontractors or to use employees to provide the Services under this Agreement.
- d.) Neither Consultant nor the Consultant's employees or personnel shall be required to wear any uniforms provided by the Client;
- e.) The Services required by this Agreement shall be performed by the Consultant, Consultant's employees or personnel, and the Client will not hire, supervise, or pay assistants to help the Consultant;
- f.) Neither the Consultant nor the Consultant's employees or personnel shall receive any training from the Client for the professional skills necessary to perform the Services required by this Agreement; and
- g.) Neither the Consultant nor Consultant's employees or personnel shall be required by the Client to devote full-time to the performance of the Services required by this Agreement.

**XVIII. State and Federal Licenses.** The Consultant represents and warrants that all employees and personnel associated shall comply with federal, state, and local laws requiring any required licenses, permits, and certificates necessary to perform the Services under this Agreement.

**XIX. Payment of Taxes.** Under this Agreement, the Client shall not be responsible for:

- a.) Withholding FICA, Medicare, Social Security, or any other Federal or State withholding taxes from the Consultant's payments to employees or personnel or make payments on behalf of the Consultant;
- b.) Making Federal and/or State unemployment compensation contributions on the Consultant's behalf; and
- c.) Making payments of taxes incurred while performing the Services under this Agreement, including all applicable income taxes and, if the Consultant is not a business entity, all applicable self-employment taxes. Upon demand, the Consultant shall provide the Client with proof that such payments have been made.

**XX. Employees' Compensation.** The Consultant shall be solely responsible for the following:

- a.) Employee Benefits. The Consultant understands and agrees that they are solely responsible and shall be liable to all benefits that are provided to their employees including, but not limited to, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.
- b.) Unemployment Compensation. The Consultant shall be solely responsible for the unemployment compensation payments on behalf of their employees and personnel. The Consultant themselves shall not be entitled to unemployment compensation with the Services performed under this Agreement.
- c.) Workers' Compensation. The Consultant shall be responsible for providing all workers' compensation insurance on behalf of their employees. If the Consultant hires employees to perform any work under this Agreement, the Consultant agrees to grant workers' compensation coverage to the extent required by law. Upon request by the Client, the Consultant must provide certificates proving workers' compensation insurance at any time during the performance of the Services.

**XXI. Indemnity.** Consultant shall release, defend, indemnify, and hold harmless the Client and its officers, agents, and employees from all suits, actions, or claims of any character, name, or description including reasonable attorney fees, brought on account of any injuries or damage, or loss (real or alleged) received or sustained by any person, persons, or property, arising out of services provided under this Agreement or Consultant's failure to perform or comply with any requirements of this Agreement including, but not limited to any claims for personal injury, property damage, or infringement of copyright, patent, or other proprietary rights. Client reserves the right to retain whatever funds which would be due to the Consultant under this Agreement until such suits, action or



actions, claim or claims for injuries or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished.

**XXII. Confidentiality & Proprietary Information.** The Consultant acknowledges that it will be necessary for the Client to disclose certain confidential and proprietary information to the Consultant in order for the Consultant to perform their duties under this Agreement. The Consultant acknowledges that disclosure to a third (3rd) party or misuse of this proprietary or confidential information would irreparably harm the Client. Accordingly, the Consultant will not disclose or use, either during or after the term of this Agreement, any proprietary or confidential information of the Client without the Client's prior written permission except to the extent necessary to perform the Services on the Client's behalf.

Proprietary or confidential information includes, but is not limited to:

- a.) The written, printed, graphic, or electronically recorded materials furnished by Client for Consultant to use;
- b.) Any written or tangible information stamped "confidential," "proprietary," or with a similar legend, or any information that Client makes reasonable efforts to maintain the secrecy of, business or marketing plans or strategies, customer lists, operating procedures, trade secrets, design formulas, know-how and processes, computer programs and inventories, discoveries and improvements of any kind, sales projections, and pricing information; and
- c.) Information belonging to customers and suppliers of the Client about whom the Consultant gained knowledge as a result of the Consultant's Services to the Client.

Upon termination of the Consultant's Services to the Client, or at the Client's request, the Consultant shall deliver all materials to the Client in the Consultant's possession relating to the Client's business. The Consultant acknowledges any breach or threatened breach of confidentiality under this Agreement will result in irreparable harm to the Client for which damages would be an inadequate remedy. Therefore, the Client shall be entitled to equitable relief, including an injunction, in the event of such breach or threatened breach of confidentiality. Such equitable relief shall be in addition to Client's rights and remedies otherwise available at law.

Furthermore, proprietary information, under this Agreement, shall include:

- a.) The product of all work performed under this Agreement ("Work Product"), including without limitation all notes, reports, documentation, drawings, computer programs, inventions, creations, works, devices, models, works-in-progress and deliverables, will be the sole property of the Client, and Consultant hereby assigns to the Client all right, title, and interest therein, including, but not limited to, all audiovisual, literary, moral rights and other copyrights, patent rights, trade secret rights, and other proprietary rights therein. Consultant retains no right to use

the Work Product and agrees not to challenge the validity of the Client's ownership in the Work Product;

b.) Consultant hereby assigns to the Client all right, title, and interest in any and all photographic images and videos or audio recordings made by the Client during Consultant's work for them, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings; and

c.) The Client will be entitled to use the Consultant's name and/or likeness in advertising and other materials.

**XXIII. Assignment and Delegation.** The Consultant may assign rights and may delegate duties under this Agreement to other individuals or entities acting as a subcontractor ("Subcontractor"). The Consultant recognizes that they shall be liable for all work performed by the Subcontractor and shall hold the Client harmless of any liability in connection with their performed work.

The Consultant shall be responsible for any confidential or proprietary information that is shared with the Subcontractor in accordance with this section. If any such information is shared by the Subcontractor to third (3rd) parties, the Consultant shall be made liable.

**XXIV. Governing Law.** This Agreement shall be governed under the laws in the State of Minnesota.

**XXV. Severability.** This Agreement shall remain in effect in the event a section or provision is unenforceable or invalid. All remaining sections and provisions shall be deemed legally binding unless a court rules that any such provision or section is invalid or unenforceable, thus, limiting the effect of another provision or section. In such case, the affected provision or section shall be enforced as so limited.

**XXVI. Entire Agreement.** This Agreement, along with any attachments or addendums, represents the entire agreement between the parties. Therefore, this Agreement supersedes any prior agreements, promises, conditions, or understandings between the Client and Consultant. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

**Consultant's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

**Client's Signature** \_\_\_\_\_ **Date** \_\_\_\_\_

Print Name \_\_\_\_\_

## Ben Wikstrom

KATHI SIMS KOSLOSKI <kathisims@hotmail.com>

Wed 3/8/2023 6:38 AM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>; Ben Wikstrom <benwikstrom@gmail.com>

Greetings Rebecca;

I am reaching out to you regarding Ben Wikstrom. I have worked with Ben on many projects related to planing, creating policy and interpretation of municipality guidelines. Ben is a true professional who is knowledgeable, timely, well spoken, is very easy to work with and displays a strong work ethic. I have come to respect him a great deal and highly recommend him as a team member. I have been in local government for 18 years and as the township chair have depended on Ben for his intelligence and guidance related to the functioning of our town. He works well our legal team, the public and our board. You would be fortunate to have him join your organization.

Sincerely yours,

Kathi Sims Kosloski

329-269-2959

Sent from my iPhone

**CITY OF ST. BONIFACIUS**  
Office of the Administrator/Clerk/Treasurer  
8535 Kennedy Memorial Drive  
St. Bonifacius, MN 55375  
(952) 446-1061

March 7, 2023

To Whom It May Concern:

I am more than happy to provide a reference for Ben Wikstrom. Ben was appointed as the City Planner for the City of St. Bonifacius in 2003. Over the past 20 years in my capacity as the Administrator/Clerk/Treasurer, I have worked closely with Ben on many projects for the city.

During his time with the city, Ben has been responsible for developing two comprehensive plans, has successfully applied for comprehensive plan grants and park grants that awarded funds to complete the comprehensive plan and overhaul Townsedge Little League baseball park. Ben assists with amendments to ordinances including recodification and he accommodates the city with attending workshops, planning commission meetings and council meetings as needed to present reports where the city receives zoning applications. Ben is very organized, very beneficial when meeting due dates for Planning Commission and City Council agendas.

I highly recommend Ben Wikstrom and feel he would make a positive contribution within any organization. If I can be of further assistance please feel free to contact me at 952-446-1061 or email [brendafisk@st-bonifacius.mn.us](mailto:brendafisk@st-bonifacius.mn.us).

Sincerely,



Brenda Fisk  
Administrator/Clerk/Treasurer

## Ben Wikstrom

Lucinda Messman <Lucinda@beckertownship.org>

Mon 3/6/2023 10:33 AM

To: Rebecca Kellen <Rebecca.Kellen@cityofbirchwood.com>

Ms. Kellen,

This letter is a reference for Ben Wikstrom, a candidate for the City of Birchwood Village City Planner.

I have worked with Ben since he was hired in early 2017 as the Township Planning Consultant. He still serves in that capacity though now the duties of Zoning Administrator rest with him as well.

I am the clerk for Becker Township in Becker, Minnesota, Sherburne County (there are multiple Becker Township's in the state). We are different than many townships in that we handle all of our own planning and zoning, including decision making, are exempt from the county zoning ordinance (though not DNR Wetlands), have the ability to be less strict than county ordinance, and contract with City of Becker to handle our building permits.

Ben's duties are varied as we are a small entity. He handles various types of use permits and variances, floodplain administration, writing of Township ordinance as well as zoning ordinance, enforcement items, on-site inspections, and other zoning activities that may arise. He works with our attorney, engineer and with the City of Becker planners as well as reviewing wetlands information from the county to be presented to the Town Board for specific DNR related variances.

Ben reviews and prepares the various reports that include maps and codes impacted and presents the information in a professional manner to the pertinent boards. Our board members are able to review his reports and arrive at meetings well prepared in understanding the applications and discuss the requested actions or ask questions with confidence knowing he has indicated related codes. Ben can effectively explain the reasoning behind the various findings and recommended conditions and relationship between the various parts of our code of ordinances. His communication with county and engineering staff makes platting developments move through easier since he makes sure the applicants understand any right of way dedication requirements (and reasons) prior to attendance at board meetings.

We have found his understanding of development from the private side as well as governmental side to be an asset as well. This understanding gives him the ability to communicate more effectively with applicants, their engineers and/or surveyors.

If you would like any further clarification of duties, please feel free to contact me by email or phone.

Sincerely,

*Lucinda Messman*

Becker Township Clerk

T: 763-261-5301

F: 763-261-5303

[www.beckertownship.org](http://www.beckertownship.org)

*office hours M/W/F 8-5*

*Tuesdays 8-5 or 12 – 9pm*

*Closed Thursdays*

*Appointments recommended*

March 1, 2023

City of Birchwood Village  
Attn: Rebecca Kellen, City Administrator  
207 Birchwood Avenue  
Birchwood, MN 55110

RE: City Planner Position

Dear Mayor Ford, City Council Members, and Administrator Kellen:

Thank you for the opportunity to apply for the position of City Planner Consultant. I'm hopeful and confident that you will find that my experience, skills, and demeanor will fit your needs perfectly.

Following early-career training in planning at the county and city levels, I worked full-time in real estate development in the private sector while consulting to a single city (one which I continue to consult to, twenty years later) for eight years. For the past fourteen years, I have consulted to multiple cities and townships while working for private sector clients, as well. The job description in this Request for Proposal matches the work that I currently do for three municipalities.

Having worked in both sectors, I believe that I will bring a unique perspective on the needs of both the City of Birchwood and the land use and building permit applicants. Please contact the references provided on the following page; they will confirm that my relationship with the residents of and applicants to the cities and towns for which I work is appreciated. I am providing reference letters for your convenience, and would be happy to talk with any of you if you have questions or need more information (contact information is below and on the attached resume).

I look forward to meeting you at an upcoming City Council meeting, and am excited at the prospect of providing planning services to the City of Birchwood Village. Thank you for your time and consideration of my proposal.

Sincerely,

Ben Wikstrom  
(612) 801.7992  
[benwikstrom@gmail.com](mailto:benwikstrom@gmail.com)

## **City of Birchwood Village – References**

### **Becker Township** (Consulting Zoning Administrator)

Lucinda Messman, Town Clerk (763) 360.3962

Brad Wilkening, Chair/Board member (320) 293.7343

### **City of St. Bonifacius** (Consulting City Planner)

Brenda Fisk, Clerk-Treasurer (952) 446.1061

### **Haven Township** (Consulting Planner)

Kathi Sims-Kosloski, Town Supervisor (320) 260.2959



## BEN WIKSTROM

112 Mill Avenue ▪ Watertown, MN 55375 ▪ 612.801.7992 ▪ benwikstrom@gmail.com

### CONSULTING LAND USE PLANNER; REAL ESTATE DEVELOPMENT PROFESSIONAL

Seasoned professional with over two decades of practice providing expertise to cities and towns related to all planning and zoning matters. Vast experience drafting zoning ordinances, comprehensive plans, and staff reports, as well as in public speaking, securing entitlements, due diligence reporting, and grant applications. Proven leadership in the private sector across a breadth of real estate development and land use planning projects throughout the country.

### Professional Experience

#### PLANNING AND ZONING CONSULTANT

2003 to Present

Becker Township, MN/St. Bonifacius, MN/Haven Township, MN; previously Big Lake, MN/Emily, MN

- Serve the City of St. Bonifacius and Townships of Becker and Haven as Consulting Planner/Zoning Administrator, overseeing all planning and zoning matters - including land use/zoning applications and all commercial and residential developments - for these jurisdictions.
- Drafted entire 2030 and 2040 Comprehensive Plans for the City of St. Bonifacius.
- Updated numerous ordinances and long-range plans for each jurisdiction.
- Wrote Downtown Development Plan for City of Emily.

#### PLANNING AND LAND USE PLANNING CONSULTANT

2003 to Present

Bahram Akradi, LLC/ Lake West Development/ Maxfield Research/ R&R Construction/ Cudd Homes/ A'Bulae

- Manage development projects from site identification through construction.
- Led efforts of Bahram Akradi, LLC and Trillium Bay Homeowners' Association to shape principal characteristics of a 1,000+unit housing development on the shores of Lake Minnetonka.
- Performed Real Estate Market Research and Analysis for Maxfield Research, Inc.
- Entitled Bavaria Downs, a luxury wedding and event venue on 270 acres in Chaska, MN.
- Prepare and manage applications and entitlements for various clients on personal property dealings

#### REAL ESTATE PLANNING MANAGER/DEVELOPMENT MANAGER

2001 to 2009

Life Time Fitness, Inc.

- Managed Planning Division of a successful company expanding nationwide and into Canada.
- Excelled at site identification, investigation, and analysis; site and landscape planning; hiring and budgeting; gaining entitlements; building relationships with government entities and neighborhood groups; and securing closing documents.
- Worked closely with in-house and consulting engineers, architects, and attorneys to ensure projects remained on-schedule and within budget.

#### PLANNER/ECONOMIC DEVELOPMENT DIRECTOR

1998 to 2001

Maricopa County, AZ

City of Minnetonka, MN

City of Belle Plaine, MN

- Performed or directed activities related to all planning and/or economic development and public works matters within three jurisdictions.
- Acted as liaison to county board, city councils, planning commissions, park boards, school districts, and state and county agencies.

### Education

#### UNIVERSITY OF MINNESOTA

Bachelor of Arts in Geography/Planning, 1998

## **City of Birchwood Village – Fee Proposal**

Please accept the following outline of services for the City Planner position under a Retainer Fee structure:

### **Included Services**

- Review of land use applications and preparation of staff reports
- Ordinance amendments
- Enforcement letters and site visits
- Phone and email correspondence with City staff, Council and Commission members, residents, applicants, etc.
- Review of permit applications as necessary
- Meeting attendance at City Council, Planning Commission, and other meetings and with residents
- Other duties as typical as referenced in Chapter 300 of the City Code

### **Additional Services (not included)**

- Comprehensive Plan review and update
- Zoning Ordinance review and update (full sections of ordinance; typical amendments are included services)
- Special projects as approved by the City Council
- Large-scale development project review as approved by the City Council
- Mileage, payable at IRS standard rate for tax year

### **Fee**

**\$2,400 per month**

(Fee based on an anticipated 20-30 hours per month; review after 12 or 24 months is anticipated)