



Real People. Real Solutions.

111 Washington Ave. S.
Suite 650
Minneapolis, MN 55104

Phone: (952) 529-6790
Bolton-Menk.com

December 3, 2025

Lewis Kuhlman, AICP
Environmental & Sustainability Planner
City of La Crosse
400 La Crosse St
La Crosse, WI 56401

RE: Proposal for a Model Climate Ordinance Review for the City of La Crosse

Dear Lewis:

Thank you for our conversation on November 5th regarding the City of La Crosse's needs for implementing its Climate Action Plan. We understand that the City is currently updating its zoning code and would like to include updates that align with its Climate Action Plan. La Crosse has requested assistance in reviewing and identifying model ordinances that could be included in the zoning update. Bolton & Menk has a strong team of sustainability and community planning professionals that are excited to assist La Crosse in its model ordinance review.

THE TEAM

Leslie Brandt, PhD, Env SP
Sustainability Project Manager

Leslie will oversee all aspects of the project and coordinate with the project team and city staff. Leslie brings over 16 years of experience in climate adaptation and mitigation planning and policy at local, regional, and national scales. In her previous role at the USDA Forest Service, she led the development of the agencywide climate adaptation plan and climate performance management system. She holds a PhD in Ecology from the University of Minnesota and a BA in Biology from Gustavus Adolphus College.

Nathan Fuerst, AICP
Senior Community Planner

As an experienced city planner, Nathan will provide expertise in selecting and reviewing model ordinances, including alignment with state and local policies. Nathan regularly leads the development of planning studies and reports, comprehensive plan and ordinance updates, and the review of complex development projects. Nathan currently serves as the City Planner for multiple communities and understands very well the practical realities of implementing new policies. He holds a master's degree in urban, Community, and Regional Planning from the University of Southern California, and a BS in Environmental, Science, Policy, and Management from the University of Minnesota.

Greenlee Dahle
Community Planner

Greenlee will contribute to the model ordinance review and community interviews. Greenlee joined Bolton & Menk in 2025 and has a BS in Urban, Community and Regional Planning from Iowa State University. As a student, she led a studio project developing a comprehensive climate action plan for a municipal client which was adopted in 2024 and earned Exemplary Student Project Award at the Iowa APA Conference. Greenlee also worked as a research assistant analyzing sustainability planning efforts in Iowa, ranging from local regulations to state and federal policies.

SCOPE OF SERVICES

Bolton & Menk's team of planners and sustainability professionals will work collaboratively to identify model ordinances that help meet goals established in the City's Climate Action Plan that can be potentially included in the City's zoning code update.

Task 1: Project Management

The project will begin with a virtual kickoff meeting with City staff to understand project needs and priorities. During the initial meeting we will collectively create a ranked list of potential types of ordinances to review based on multiple criteria, including greatest impact on achieving climate action plan goals, staff support, feasibility, and alignment with current policies. We will provide monthly updates on project progress and will be available to schedule additional virtual meetings as needed.

Task 2: Model Ordinance Review

Using the prioritized list identified in the kick-off meeting, we will identify model ordinances for review, starting with the highest priority topic areas. Sources of information will include the 2021 Great Plains Institute Climate Ordinance Portfolio, model ordinances from the Minnesota's Green Step Cities program, the Georgetown Climate Center's Local Ordinances for Climate Adaptation and Mitigation, and the ICMA's Sustainability Model Codes and Resources. We will also conduct a search for related climate-oriented ordinances that have been enacted in Wisconsin and Minnesota cities. After compiling the list, we will review them for relevance to the City of La Crosse and alignment with existing ordinances and state and local policies. Model ordinances will be compiled into a sortable table and accompanying short summary document of key findings.

Task 3: Community Interviews

We will identify 5-10 communities in Wisconsin and Minnesota that have effectively implemented one or more ordinances on the prioritized list. The list of communities to interview and the interview questions will be provided to the City of La Crosse prior to initiating the interview process. We will ask questions related to the process of developing the ordinance, effectiveness of the ordinance at achieving its stated goals, and any changes they would make. Interview transcripts will be compiled into summaries of key lessons learned for each priority ordinance and incorporated into the ordinance table and summary report.

Task 4: Final Package and Presentation

We will deliver a final package to the City of La Crosse, which will include:

1. A compiled table of model ordinances with example language, organized by priority topic from the climate action plan and aligned with ordinances for the City of La Crosse for modification.
2. Document that summarizes key findings from the ordinance review and recommended next steps for the city of La Crosse.
3. A slide deck for the Climate Action Plan Steering Committee, City Plan Commission, and other city staff, boards, or commission meetings as needed.
4. Live presentation at one meeting of the City's choosing.

SCHEDULE

Upon selection, Bolton & Menk will work with City staff and other project partners to revise and update this schedule as needed to ensure successful delivery of this project.

	December	January	February	March
Task 1: Project Management				
Task 2: Model Ordinance Review				
Task 3: Community Interviews				
Task 4: Final Package and Presentation				

FEES

Bolton & Menk, Inc.’s proposed fees to provide the described work will be billed as a lump sum fee based on the estimates below:

Scope of Services Rates	
Task	Estimated Fees
Task 1: Project Management	\$4,155
Task 2: Model Ordinance Review	\$10,500
Task 3: Community Interviews	\$5,640
Task 4: Final Package and Presentation	\$3,960

The cost for the above Scope of Services is proposed as follows:

Scope of Services	
Total Lump Sum Fee	\$24,855

These rates include labor, general business and other normal and customary expenses associated with operating a professional business. Unless otherwise agreed, the above rates include vehicle and personal expenses, mileage, telephone, survey equipment, ; and no separate charges will be made for these activities and materials. The City of La Crosse may request additional services at an hourly rate according to the attached fee structure.

We are excited for the opportunity to complete the model ordinance review for the City of La Crosse. I will serve as your lead client contact and project manager. Please contact me at 952-529-6790 or Leslie.Brandt@bolton-menk.com if you have any questions regarding our proposal.

Respectfully submitted,

Leslie A. Brandt

Bolton & Menk, Inc.
Leslie Brandt, PhD, Env SP
Sustainability and Resilience Project Manager

APPROVALS AND SIGNATURES

The City of La Crosse acknowledges that it is the client of the property described above or is a legally authorized representative of the property client with sufficient interest and authority to enter into this agreement for the purposes of making improvements to and upon the property.

Bolton & Menk, Inc. and City of La Crosse agree to the Terms and Conditions as stated above and on the reverse side of this Agreement. The undersigned represents that it is the City of La Crosse or has been authorized to accept this Agreement on behalf of City of La Crosse. Unless also executed by a person(s) or firm guaranteeing payment, the undersigned accepts financial responsibility for all services and costs of collection incurred by Bolton & Menk including reasonable attorney’s fees, in the event of default by the City of La Crosse.

Accepted by:

Print Name/Title

Signature and Date
I/We personally guarantee payment of all obligations for services to be provided by Bolton & Menk, Inc. under this Agreement. I/We further agree to pay all costs of collection incurred by Bolton & Menk, Inc. including reasonable attorney’s fees.

Print Name/Title

Signature and Date

2025 SCHEDULE OF FEES

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

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

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

Employee Classification	2025 Hourly Billing
Graduate Engineer	\$125-185
Design Engineer	\$125-196
Project Engineer	\$145-215
Senior Project Engineer	\$160-215
Project Manager	\$135-240
Senior Project Manager	\$188-273
Architect	\$186-267
Planner	\$125-168
Senior Planner	\$170-228
Landscape Designer	\$98-196
Landscape Architect	\$148-176
Senior Landscape Architect	\$160-268
Survey Technician ¹	\$90-196
Graduate Surveyor	\$122-190
Licensed Project Surveyor	\$180-225
Technician	\$75-182
Senior Technician	\$125-212
Administrative/Corporate Specialists	\$68-175
Specialist*	\$100-230
Practice Expert**	\$145-363
Principal**	\$175-316
Senior Principal**	\$218-333
GPS/Robotic Survey Equipment ¹	NO CHARGE
CAD/Computer Usage	NO CHARGE
Routine Office Supplies	NO CHARGE
Routine Photo Copying/Reproduction	NO CHARGE
Field Supplies/Survey Stakes & Equipment	NO CHARGE
Mileage	NO CHARGE

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

*Specialized role not classified above otherwise.

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

Terms of Proposal – Limited Scope General Project WI Bolton & Menk, Inc.

The accompanying Proposal (hereinafter referred to as "Proposal") is subject to the following terms and conditions. These Terms of Proposal (hereinafter referred to as "Terms") are an integral part of the accompanying Proposal as if stated directly therein. No change or deviation from these Terms will be binding without the written approval of Bolton & Menk, Inc. (BMI). Such changes may require an adjustment in the proposed fee, schedule, or scope of Proposal.

A. Services: BMI proposes to perform the services outlined in the Proposal for the stated fee arrangement. Changes required by the Client or other controlling entities (regulatory agencies, contractors, courts, etc.) from the scope or schedule of services described in the Proposal are "Additional Services" and will be invoiced on an hourly basis in addition to the stated fee arrangement.

B. Information from Client: Unless otherwise stated, Client agrees to provide BMI with all site information necessary to complete the proposed services. This information should include current site property descriptions (from abstract, title opinion or title commitment); other legal documents affecting the site; copies of previous surveys, maps, utility locates, engineering studies and plans; existing or required soils and geotechnical reports; governmental, regulatory and utility reviews and determinations; and all other pertinent information. BMI may rely on accuracy of Client provided information. Client shall promptly inform BMI of any alleged defects in the services.

C. Access to Site: Unless otherwise stated, Client agrees to provide BMI with access to the site, including adjoining properties, for activities necessary for the performance of services. It is understood that in the normal course of work, unavoidable property damage may occur due to excavations, tree and brush trimming, marking lines, etc. BMI will take reasonable precautions to minimize damage due to its activities. The cost to correct resulting damage has not been included in the fee and the Client agrees to reimburse BMI for any costs associated with required restoration work.

D. 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 BMI's profession currently practicing under similar conditions. **BMI makes no warranties, expressed or implied, or otherwise with respect to any services performed or furnished.**

E. Certifications: Any certification provided by BMI is a professional opinion based upon knowledge, information, and beliefs available to BMI at the time of certification. Such certifications are not intended as and shall not be construed as a guarantee or warranty. BMI shall not be required to certify the existence of conditions whose existence BMI cannot reasonably ascertain.

F. Utilities: Unless otherwise explicitly stated in the

proposal, if utility surveys are included in scope of services, utilities will be located from available utility records, utility company locates and surface evidence of underground improvements. Some subsurface improvements may not be disclosed by such methods and Client assumes responsibility for exploratory excavations and other work to assure utility locations. BMI assumes no liability for matters arising from subsurface utilities that vary from locations depicted on previous plans or locates provided by Client or utility companies.

G. Project Approval: Due to site limitations, code interpretation, regulatory reviews, political considerations, and Client directed design and improvements; BMI makes no representations as to acceptability or approvability of the project, or, zoning requests, permit applications, site and development plans, plats and similar documents. Client's obligation for payment of fees owed BMI is not contingent upon project approval.

H. Opinions or Estimates of Project Costs: Where included as part of project scope or otherwise, opinions or estimates of project cost will generally be based upon public construction cost information. Since BMI 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 BMI does not warrant or guarantee the accuracy of construction cost opinions or estimates. Project financing should be based upon actual, contracted construction costs with appropriate contingencies.

I. Construction Phase Services: Client is notified that BMI shall not be responsible for means, methods, techniques, sequences, or procedures of construction selected by any contractor employed on the project nor for the safety precautions or programs incident to the work of any contractor.

J. Ownership and Alteration of Documents: All documents, including reports, drawings, field data, notes, plans, specifications and documents or electronic media prepared or furnished by BMI under this agreement remain the property of BMI. Upon payment of all amounts owed, the Client is granted a limited license to BMI's submittals for Client's reasonable use and to make and retain copies for such use. However, BMI's submittals are not intended for reuse by the Client or third parties on other projects or alteration by others without the written consent of BMI.

Electronic media may be furnished for convenience of Client; however, only signed and certified paper copies of submittals may be relied upon as documentation of professional services provided.

K. Billings and Payments: The CLIENT will compensate shall be submitted, at BMI's option, either upon completion of such services or on a monthly basis. Unless credit to Client is approved, payment is due upon receipt of services and deliverables. If, at sole discretion of BMI, credit is advanced to Client, invoices shall be due and payable within 30 days after the invoice date. If the invoice is not paid within 30 days, BMI may, without waiving any claim or right against the Client, and without liability whatsoever to the Client, terminate the performance of its services. BMI reserves the right to withhold any deliverables until all unpaid fees are paid in full. Amount of retainer (if applicable) will be applied to amount owed on final invoice.

L. Late Payments: Accounts unpaid 30 days after the invoice date will be subject to a monthly service charge of 1.5% on the unpaid balance. If any portion or all of an account remains unpaid 60 days after billing, the Client shall pay all costs of collection, including reasonable attorney fees.

M. Waiver: To the fullest extent permitted by law, Client and BMI waive against each other, and the other's employees, partners, officers, agents, insurers, and subcontractors, claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or any way related to this Agreement, from any cause or causes. Client waives claims against BMI individual employees and agrees any claim, demand or suit shall be asserted only against the BMI corporate entity.

N. LIMITATION OF LIABILITY: In recognition of the relative risks, rewards, and benefits of the project to both the Client and BMI, the risks have been allocated such that the Client agrees that BMI's total liability to the Client for any and all injuries, claims, losses, expenses, damages or claimed expenses arising out of the performance of this agreement from any cause or causes, shall not exceed total compensation paid to BMI. Such claims include, but are not limited to, BMI's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

O. Certificates of Insurance: BMI will maintain, at its expense, statutory worker's compensation insurance coverage, automobile liability insurance, commercial general liability insurance and professional liability coverage for claims arising from bodily injury, death or property damage which may arise from the negligent performance by BMI or its employees. BMI will, upon request, furnish Certificates of Insurance documenting terms of coverages. BMI will not be required to extend coverages beyond those which are usual and customary for similar firms practicing similar surveying and engineering services unless BMI is reimbursed for additional premium expenses.

P. Dispute Resolution: Any claims or disputes made during or after the performance of services between BMI and the Client, with the exception of claims by BMI for non-payment of services rendered, shall first be submitted to mediation for resolution prior to initiating any other legal proceedings.

Q. Agreement: If the Proposal is accepted, the Client and BMI will enter into an Agreement incorporating the accompanying Proposal, these Terms and such additional terms and conditions as may be mutually acceptable to BMI and Client. In the absence of a separate, executed written agreement, the accompanying Proposal and these Terms of Proposal shall constitute the whole and complete agreement between BMI and the Client.

R. Termination of Services: The Agreement created under Paragraph Q may be terminated by the Client or BMI should the other fail to perform its obligations hereunder; or, by BMI if the presence of an unknown or undisclosed federally, state or locally regulated hazardous material is encountered. In the event of termination, the Client shall pay BMI for all services rendered to the date of termination, all reimbursable expenses, and reimbursable termination expenses.

S. Withdrawal of Proposal: This Proposal constitutes a non-binding offer to perform services and BMI reserves the right to withdraw or modify this proposal, without liability to the Client, at any time prior to receipt of written acceptance from the Client and execution of a signed agreement in accordance with Paragraph Q.

T. LIEN RIGHTS - WI: As required by the Wisconsin construction lien law, BMI hereby notifies CLIENT and OWNER (if different from CLIENT) that persons or companies performing, furnishing, or procuring labor, services, materials, plans, or specifications for the construction on OWNER's land may have lien rights on owner's land and buildings if not paid. Those entitled to lien rights, in addition to the undersigned claimant, are those who contract directly with the owner or those who give OWNER notice within 60 days after they first perform, furnish, or procure labor, services, materials, plans or specifications for the construction. Accordingly, OWNER probably will receive notices from those who perform, furnish, or procure labor, services, materials, plans, or specifications for the construction, and should give a copy of each notice received to the mortgage lender, if any. BMI agrees to cooperate with the OWNER and the OWNER's lender, if any, to see that all potential lien claimants are duly paid.