

A Quorum of the Common Council, Board of Public Works, Personnel Committee, Plan Commission, Redevelopment Authority, and other City bodies may attend this meeting, though no official action of these bodies will be taken.



ADMINISTRATION COMMITTEE MEETING AGENDA

Monday, December 15, 2025 at 6:30 PM

**First Floor Conference Rooms
100 Main Street, Menasha, WI**

or immediately following the Common Council meeting

A. Call to Order

B. Roll Call

C. Minutes to Approve

1. Administration Committee, 12/1/25

D. Discussion / Action Items

1. Professional Services Agreement By and Between the City of Menasha and RG Inspections, LLC for 2026 Commercial Electrical Permit Inspection Services, Subject to Autorenewal
2. R-32-25 – A Resolution Increasing Commercial Electrical Permit Inspection Fees, Effective January 6, 2026 (Introduced by Mayor Hammond)
3. Professional Services Agreement By and Between the City of Menasha and Toole Design Group for Comprehensive Planning Services (Menasha Bike Feasibility Study Project), Not to Exceed \$15,000

E. Adjournment

"Menasha is committed to its diverse population. Our Non-English speaking population and those with disabilities are invited to contact the Menasha City Clerk at 967-3603 24-hours in advance of the meeting for the City to arrange special accommodations."



ADMINISTRATION COMMITTEE MINUTES

Monday, December 1, 2025 at 6:30 PM

First Floor Conference Rooms
100 Main Street, Menasha, WI

A. CALL TO ORDER

Meeting called to order by Chair Eisenach at 8:20 pm.

B. ROLL CALL

Present: Alds. Rand, Eisenach, Hale, Perkins, Lewis, Marshall, Grade, Ropella

Also Present: FD Sassman, DPW Merten, CDD Dane, PRD Sackett, PC Thorn, FC Teesch, HRM Cardoza, CA Struve, Mayor Hammond, Clerk Snyder

C. MINUTES TO APPROVE

1. Administration Committee, 11/17/25

Motion by District 3 Alderperson Hale seconded by District 7 Alderperson Grade to approve. Motion carried on voice vote.

D. DISCUSSION / ACTION ITEMS

1. Appointment of Election Inspectors for the Election Cycle Term of 2026-2027

Motion by District 2 Alderperson Eisenach, seconded by District 3 Alderperson Hale to approve.

Motion carried 8-0 on roll call.

Staff advised that this is a routine appointment of election inspectors required for each election cycle. In addition to typical appointments, staff additionally seeks nonappointment of one party nominated individual who was previously dismissed from election inspecting in the City of Menasha due to reports of electioneering in the polling place.

E. ADJOURNMENT

Motion by District 3 Alderperson Hale seconded by District 5 Alderperson Lewis to adjourn the Administration Committee meeting at 8:26 pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.



MEMORANDUM

DATE December 9, 2025
TO Honorable Mayor and Common Council
FROM Andrew Dane, Community Development Director
RE Professional Service Agreement between the City of Menasha and RG Inspections for Commercial Electric Inspection Services AND Increase of the Minimum Commercial Electric Inspection Fee

Background

Attached to this memo is a draft professional service agreement (PSA) between the City of Menasha and RG Inspections to provide commercial electric inspection services on behalf of the City of Menasha.

Following the termination of the contract with ALV Inspections to provide Commercial Electric Inspections services City staff recommend contracting with RG Inspections for those same services. RG Inspections serves several municipalities in the Fox Cities and is recognized by the State of Wisconsin as a qualified Electric inspector.

Per the PSA, RG Inspections would provide commercial electric inspection services for an automatic renewing 12-month period. Either party may terminate the PSA with a 30-day written notice. Compensation is lump sum and shall be based on 90% of the permit fee secured by the City with a \$250 minimum fee.

The requirement of contracting with RG Inspections is an increase in the minimum permit fee from \$50.00 to \$250.00 and a change in fee structure to \$10 per thousand the value of the electrical project.

Recommendation

Staff recommend the Administration Committee approve the professional service agreement between the City of Menasha and RG Inspections to provide Commercial Electric Inspection Services. Staff also recommend the Administration Committee approve the increase of the minimum commercial electric permit fee from \$50.00 to \$250.00 and a change in fee structure to \$10 per thousand the value of the electrical project.

PROFESSIONAL SERVICES AGREEMENT FOR COMMERCIAL ELECTRICAL INSPECTION SERVICES

I. THE PARTIES

This Professional Services Agreement (the "Agreement") is entered into by and between the City of Menasha, a municipal corporation whose principal address is 100 Main Street, Suite 200, Menasha, WI 54952 (the "City") and RG Inspections, LLC, a limited liability company whose principal address is P.O. Box 12, Greenville, WI 54942 ("RG") (collectively, the "Parties").

II. THE RECITALS

WHEREAS the City performs permit inspection services as one of its government functions; and

WHEREAS the City has taken necessary measures and has obtained Delegated Municipal or Appointed Agent Status from the State of Wisconsin for commercial electrical inspections, as required; and,

WHEREAS the City does not believe that the amount of permit inspection services justifies the hiring of a part-time or full-time employee, and is instead seeking RG Inspections, LLC, to perform the services listed in the attached **Exhibit A** (RG Inspections, LLC Scope of Services and Compensation, which commercial electrical inspection services are more particularly described therein and collectively referred to herein as the "Services") for and on behalf of the City; and,

WHEREAS RG is ready, willing and able to perform the Services; and,

WHEREAS Exhibit A reflects the Agreement of the Parties except where it conflicts with this Agreement, in which case this Agreement shall prevail.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the City and the RG agree as follows:

III. THE AGREEMENT

1. SCOPE OF SERVICES

- A. RG will perform the Services for the City using qualified professionals licensed* in the State of Wisconsin to perform "work" outlined both in this Agreement and **Exhibit A**. RG will interpret and administer the City's and State's commercial electrical codes. RG will also maintain and file records of all inspections made, work approved, correspondence, and other official actions.
- B. Definitions.
 - i. "RG" shall mean RG Inspections, LLC, and its agents, employees, and authorized representatives.

- ii. "Work" shall mean, collectively, the following services to be performed by RG, commercial electrical projects/inspections as per SPS 316.013 within the City's jurisdictional boundaries (each, a "Project").
- iii. "Project" shall include the following services: (i) coordinate, perform and complete required inspections for permitted electrical projects; (ii) prepare and submit inspections reports back to the City.

*Licens(ing). RG is responsible for, and shall keep in full force and effect, any necessary federal and/or state licensing, and shall comply with all federal and state law regarding any services to be provided pursuant to this Agreement. The City is certified by DSPS to perform Electrical permitting and inspections pursuant to Wisconsin Administrative Code SPS 316.012 (Permits) and SPS 316.013 (Inspections). The City is responsible for any credentials required for the City (Inspection Agency Credential).

2. CHANGES TO SCOPE OF SERVICES

When changes in the defined scope of services are requested by the City, an Amendment to the Agreement may be prepared by the Parties and shall be approved by the Parties prior to performing the work.

3. PAYMENT OF SERVICES

- A. Fees. In consideration of RG providing the Services, the City shall pay RG for the Services performed in accordance with Exhibit A.
- B. Payment Terms. RG shall submit monthly invoices to the City for the Work (or additional services) performed. Payment is due within thirty (30) days of receipt of invoice unless the City requests additional information as described below in Article III., Section 3. B. i. Unpaid invoices shall accrue interest at a rate of 1% per month. Services may be suspended for invoices more than thirty (30) days past due. Fees may be adjusted annually on January 1.
 - i. The City may request additional information, and RG shall provide such information, before approving an invoice. When additional information is requested, the City shall identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, the City will submit payment within thirty (30) days of resolution of the dispute.

4. PERFORMANCE STANDARDS

RG shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services with respect to the category of services being performed. The City acknowledges and agrees that: (i) plan examinations to be provided as part of the Work shall be solely based on the statements, representations, and information in the application, plans and other required and related submissions, including, but not limited to, statements, information and representations as to the location, measurement and/or identification of boundary lines, easements, and elevations; and (ii) inspections to be provided as part of the Work: (a) shall be based only upon visible, observable, and accessible conditions as they exist at the time of inspection; (b) are not designed or intended to predict future conditions; and

(c) do not cover any latent defects, concealed defects, or defects not reasonably observable in the course of or at the time of inspection.

5. TERM AND TERMINATION

- A. Term. This Agreement shall become effective on the latest day on which the Agreement is fully executed by both Parties (the "Effective Date"). The initial term of this Agreement shall be twelve (12) months. This Agreement shall automatically renew for successive twelve (12) month periods (each, a "Renewal Term") unless either party gives written notice of nonrenewal to the other party at least thirty (30) days prior to the end of the then-current term (a "Nonrenewal Notice"), in which case the Agreement shall terminate at the end of the then-current term.
- B. Termination. Either party may terminate this Agreement, or any part of this Agreement, upon sixty (60) days written notice (a "Termination Notice"), with or without cause, which notice shall set forth the date of termination of this Agreement (the "Termination Date"). RG shall be entitled to receive payment for work completed up to and including the Termination Date, within sixty (60) days of termination. All structures that have had inspections made but services which RG has not completed at the time of termination may be completed through final inspection at the agreed fee rate, if the City so requests, and if finalization does not exceed ninety (90) days.

6. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of the City after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of the City, and other applicable law. Upon a failure to appropriate such funds, this Agreement shall be terminated as outlined in Article III., Section 5. B.

7. CITY'S OBLIGATIONS

The City shall timely provide all data, information, plans, specifications, municipal forms, structural calculations, records, and all other documentation reasonably required by RG to perform Services. The City shall arrange for access to and make provisions for RG to enter upon public and private property as may be required for RG's performance of Services per this Agreement.

8. STATUS OF RG AS INDEPENDENT CONTRACTOR

RG is an independent contractor, and neither RG, nor any employees or agent thereof, shall be deemed for any reason to be an employee of the City. RG shall not hold itself out as an employee of the City. As RG is an independent contractor, the City shall have no liability or responsibility for the direct payment of salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the City under this Agreement. RG shall be responsible for all compensation, benefits, insurance and employee related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with RG, as well as all legal costs including attorney's fees incurred in the defense or any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

9. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities or benefits set forth in this Agreement to another entity without the written approval of both Parties. RG is permitted to subcontract portions of the Services provided that RG give the City prior written notice of the persons or entities with which RG has subcontracted, and the City grants written approval of such subcontracting. RG remains vicariously responsible for any subcontractor's performance or failure to perform. Subcontractors will be subject to the same terms, conditions, rights and responsibilities of RG under this Agreement. Incorporation by reference, and application of all of this Agreement's terms shall be included in any approved subconsultant agreement.

10. INSURANCE

RG will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below.

- A. Commercial General Liability. RG shall procure and maintain during the life of this Agreement, Commercial General Liability insurance, including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the City's Risk Manager) in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) aggregate. This policy shall also provide contractual liability in the same amount. **RG's coverage shall be primary and list the City of Menasha, its officers, officials, agents, and employees, as Additional Insureds.** RG shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the criteria within, applying on a primary basis and listing the City of Menasha, its officers, officials, agents, and employees, as Additional Insureds.
- B. Automobile Liability. One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
- C. Worker's Compensation. Amounts as required by law plus Employer's Liability of at least One Hundred Thousand Dollars (\$100,000) Each Accident, One Hundred Thousand Dollars (\$100,000) Disease – Each Employee, and Five Hundred Thousand Dollars (\$500,000) Disease – Policy Limit.
- D. Professional Liability. Not less than One Million Dollars (\$1,000,000) each claim and Two Million Dollars (\$2,000,000) general aggregate. If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to RG's work performed under the Agreement. This Professional Liability Coverage must be kept in force for a period of six (6) years after the Services have been accepted by the City.
- E. Umbrella Liability. Five Million Dollars (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability, and Automobile Liability.
- F. The above-required insurance is to be placed with insurers acceptable to the City and who have an A.M. best rating of no less than A- (A minus) and a Financial Category rating of no less than VII. RG may be required to provide the City with Certificates of Insurance (COI) and Additional Insured endorsements. RG shall give the City thirty (30) days advance written notice of cancellation, non-renewal, or material changes to any of the above-required policies during the term of the Agreement.

- G. Primary and Non-Contributory Requirement. All insurance must be primary and non-contributory to any insurance or self-insurance carried by the City.
- H. All insurance shall be in full force and effect prior to commencing work and shall remain in full force and effect until the entire job or Services are completed or the length of time specified in this Agreement.

11. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the parties hereto and no third-party rights are intended or implied.

12. LIMITATION OF LIABILITY

The City may independently exercise its other rights and remedies under this Agreement, at law or equity. RG is acting as the agent of the City in discharging inspection duties, and when acting within the scope of and in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved of all liability for any damages that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against RG because of the acts or omissions performed by it in the enforcement of and provisions of the Municipal Building Code shall be defended by the City until final termination of the proceedings. The City shall be entitled to all defenses and municipal immunities that are, or would be, available to the City if the same services were provided by City Employees.

No provision contained in this Agreement is intended to waive or estop the City or its insurer to rely upon the limitations, defenses, and immunities within Sections 345.05, 893.80 and 893.83 Wis. Stats. To the extent indemnification is available and enforceable, Municipality and/or its insurer shall not be liable in indemnity, contribution or otherwise for an amount greater than the limits of liability of municipal claims established under Wisconsin law.

13. OWNERSHIP OF DOCUMENTS AND COMPLIANCE WITH PUBLIC RECORDS LAW

The City shall retain ownership of all work product and deliverables created by RG pursuant to this Agreement. All records, documents, notes, data, and other materials required for or resulting from the performance of the Services hereunder shall not be used by RG for any purpose other than the performance of the Services hereunder without the express prior written consent of the City. All such records, documents, notes, data, and other materials, shall become the exclusive property of the City when RG has been compensated for the same as set forth herein, and the City shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data, and other materials, maintained or stored by RG pertaining to the City shall be exported to and become the property of the City.

RG understands and acknowledges that the City is subject to the Public Records Law pursuant to Chapter 19 of the Wisconsin Statutes. As such, RG agrees to retain all records as defined by Section 19.35(2) of the Wisconsin Statutes applicable to this Agreement for a period of not less than seven (7) years. RG further agrees to assist the City in complying with any public records requests that are received pertaining to the Agreement. The City and its duly authorized representatives shall have access to any books, documents, papers and records of

RG that are related to this Agreement for the purposes of audit or examination, other than RG's financial records, and may make excerpts and transcriptions of the same.

14. SEVERABILITY

If any part, covenant, term or provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining parts, covenants, terms or provisions of the Agreement shall be valid to the fullest extent permitted by law.

15. DISCRIMINATION & ADA COMPLIANCE

RG will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin, or any other protected class. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. RG agrees to post, in conspicuous places available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity Law.

RG shall comply with the appropriate provision of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal and State of Wisconsin Law or regulations.

16. NOTICES

Any Notice under this Agreement shall be in writing and shall be deemed sufficient when directly present or sent pre-paid, first-class United States Mail, or emailed and/or addressed as follows:

If to the City:	If to RG:
Andrew Dane 100 Main St, Suite 200 Menasha, WI 54952 adane@menashawi.gov	Attn: Ryan Geiger RG Inspections, LLC PO Box 12 Greenville, WI 54942 RGeiger@Rginspectionsllc.com

17. DISPUTE RESOLUTION

In the event a dispute arises out of or related to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the Parties agree first to try in good faith to settle the dispute through mediation, before resorting to litigation.

18. GOVERNING LAW AND FORUM SELECTION

This Agreement shall be construed under and governed by the Laws of the State of Wisconsin and all Services to be provided will be provided in accordance with applicable federal, local state, and local municipal law. For any suit, claim or other dispute relating to this Agreement that cannot be mutually resolved, the venue shall be Winnebago County Circuit Court within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such dispute according to any law.

19. ENTIRETY OF AGREEMENT

This Agreement, along with any attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof.

20. AUTHORITY

RG represents that it has the authority to enter into this Agreement. If RG is not an individual, the person signing on behalf of RG represents and warrants that he or she has been duly authorized to bind RG and sign this Agreement on RG's behalf.

21. DESIGNATED REPRESENTATIVES

- A. The City designates Andrew Dane, Community Development Director for the City of Menasha, as the Designated Representative who shall administer this Agreement.
Address: 100 Main Street, Ste 200, Menasha, WI 54952
Telephone: 920-967-3651
Email: adane@menashawi.gov
- B. RG designates Ryan Geiger, RG's Registered Agent, as their Designated Representative who shall administer this Agreement.
Address: PO Box 12, Greenville, WI 54942
Telephone: 920-419-2063
Email: RGeiger@rginspectionsllc.com

22. COUNTERPARTS AND COPIES

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For the purposes of executing this Agreement, scanned signatures shall be as valid as the original.

[Signature Page Follows on Next Page]

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

CITY: CITY OF MENASHA

Authorized

Signature: _____

Printed Name: Austin Hammond

Title: Mayor

Date: _____

RG: RG INSPECTIONS, LLC

Authorized

Signature: _____

Printed Name: Ryan Geiger

Title: Registered Agent

Date: _____

CITY: CITY OF MENASHA

Attestation

Signature: _____

Printed Name: Kaija Snyder

Title: City Clerk

Date: _____

RG: RG INSPECTIONS, LLC

Attestation

Signature: _____

Printed Name:

Title:

Date: _____

EXHIBIT A – SCOPE OF SERVICES AND COMPENSATION

Scope of Services

RG will provide Commercial Electrical Inspection Services to the City of Menasha.

Definitions:

1. “RG” shall mean RG Inspections, LLC, and its agents, employees, and authorized representatives.
2. “Services” shall mean, collectively, the following services to be performed by RG, commercial electrical projects/inspections as per SPS 316.013 within the City’s jurisdictional boundaries (each, a “Project”).
3. “Project” shall include the following services: (i) coordinate, perform and complete required inspections for permitted electrical projects; (ii) prepare and submit inspections reports back to the City.

Performance of services shall include the following.

1. Interpret and administer the City’s and State’s commercial electrical codes.
2. Maintain and file records of all inspections made, work approved, and other official actions.

Additional Services

Additional Services not included in this project include:

1. Attending City of Menasha meetings as requested to update the City on various permits, project summaries of work, etc.
2. Attendance for designated office hours.
3. Commercial Electrical Permit Inspections using approved fee schedule.
4. Any other requested inspections.
5. Transferring commercial electrical inspection delegations and maintaining yearly delegations with the State.

Hourly Rates for Additional Services

Additional Services shall be approved in advance by the City’s Community Development Director via email or telephone and will be billed on a time and expense basis.

\$115/hour + Mileage/Expenses

Compensation

RG’s commercial electrical inspection services compensation shall be an individual lump sum payment for each commercial electrical inspection permit. The individual lump sum shall be based on 90% of the permit fee secured by the City with a \$250 minimum fee. Fees shall be based on the current fee schedule and any reductions/alterations to the fee schedule based on City agreements with the business owner, developer’s agreements, etc. shall not apply. Payments to RG shall be monthly and shall include the physical address of the inspection and description of service provided.



RESOLUTION R-32-25

**A RESOLUTION INCREASING THE COMMERCIAL ELECTRICAL PERMIT
INSPECTION FEES FOR THE CITY OF MENASHA
INTRODUCED BY: Mayor Hammond**

WHEREAS, the City of Menasha (the “City”) performs permit inspection services as one of its governmental functions; and

WHEREAS, the City has obtained Delegated Municipal or Appointed Agent Status from the State of Wisconsin for Commercial Electrical Permit Inspections, as required; and

WHEREAS, the City does not believe that the amount of commercial electrical permit inspection services justifies the hiring of a part-time or full-time employee, and has instead sought RG Inspections, LLC (“RG”), to perform these commercial electrical inspection services for and on behalf of the City; and,

WHEREAS, the current commercial electrical permit inspection fee for New Building, Additions, and Alterations is \$50 + .055 per sq ft all areas with a \$50 Minimum; and

WHEREAS, the City has determined that the commercial electrical permit inspection fee for New Building, Additions, and Alterations needs to be increased to \$10 per thousand the value of the electrical project with a \$250 Minimum in order to enter into a Professional Services Agreement (PSA) with RG for RG to provide such services within the City; and

WHEREAS, the current commercial electrical permit inspection fee for Replacement & Misc. Items is \$10 per thousand the value of the electrical project with a \$50 Minimum; and

WHEREAS, the City has determined that the commercial electrical permit inspection fee for Replacement & Misc. Items needs to be increased to \$250 Minimum, in order to enter into a Professional Services Agreement (PSA) with RG for RG to provide such services within the City; and

WHEREAS, the City finds increasing the commercial electrical fees as described above does not exceed the City’s reasonable direct costs that are associated with any activity undertaken by the City that is related to the fee, pursuant to section 66.028 of the Wisconsin Statutes.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Menasha that:

The commercial electric inspection fee for New Building, Additions, and Alterations is increased to \$10 per thousand the value of the electrical project with a \$250 Minimum, and the commercial electrical permit inspection fee for Replacement & Misc. Items is increased to \$250 Minimum, effective January 6, 2026.

Adopted this ____ day of January, 2026.

Recommended by:

Motion/Second:

Pass/Fail: _____

Requires: ☒ Majority Vote
☐ 2/3 Vote

Austin R. Hammond, Mayor

ATTEST:

Kaija Snyder, City Clerk

Residential Fee Schedule

Effective August 5, 2024

Building

New one/two Family Dwelling and Additions	\$0.14 per SF all areas (for each unit) \$75 minimum
Erosion Control	\$75
Remodel, Alteration & Other	\$0.10 per SF (\$50 minimum) If SF can't be calc b/c/ of project (example siding) then, \$35 + \$5 per \$1,000 the cost of project (\$50 minimum)
Accessory Structure (sheds, decks, detached garages, and similar)	\$0.12 per sq ft all areas (\$40 minimum)
Pools (permanent & temporary)	\$50 (includes electric)
Early Start Permit	\$50 (footings and foundations only)
Razing Fee	\$50 for the 1st 1,000 sq. ft. of floor area & \$25 per 1,000 sq. ft. of floor area thereafter
Occupancy Permit	\$50 (Per dwelling unit)
Temporary Occupancy Permit	\$50 (Per dwelling unit)
State Seal	\$33

HVAC

New One/Two Family Dwelling Additions, Alterations	\$40 + .03 per sq ft all areas (\$40 Minimum for each unit)
Replacement & Misc. Items	\$10 per thousand the value of the HVAC project \$40 Minimum

Electrical

New One/Two Family Dwelling Additions, Alterations	\$40 + .04 per SF all areas \$40 Minimum for each unit
Replacement & Misc. Items	\$10 per thousand the value of the electrical project \$40 Minimum

Plumbing

New One/Two Family Dwelling Additions, Alterations	\$40 + .04 per sq ft all areas (\$40 Minimum for each unit)
Replacement & Misc. Items	\$10 per thousand the value of the plumbing project \$40 Minimum

Miscellaneous

New HVAC License	\$45
HVAC License Renewal	\$30
Re-inspection Fee	\$35 Each (at inspector's discretion, example repeat offenders)
Failure to call for inspection	\$35 Each

Zoning

New Construction	\$65
Addition	\$50
Accessory Structures	\$30

Commercial Fee Schedule

Effective January 6, 2026

Building

New buildings and alterations	\$0.15 per SF - \$150 minimum
Erosion Control	See Engineering Department
Remodel	\$9 per thousand the value of the project \$75 minimum
Early Start Permit	\$100 (footings and foundations only)
Razing Fee	\$100 for the 1st 1,000 sq. ft. of floor area & \$50 per 1,000 sq. ft. of floor area thereafter
Occupancy (Permanent & Temporary)	\$100 each unit
Reroof/re-siding	\$8 per thousand the value of the project \$75 Minimum
Other	\$8 per thousand the value of the project \$75 Minimum

HVAC

New Building, Additions, Alterations (Alterations base on sq. ft. of alteration area)	\$50 + .055 per sq ft all areas \$50 Minimum
Replacement & Misc. Items	\$10 per thousand the value of the HVAC project \$50 Minimum

Electrical

New Building, Additions, Alterations (Alterations base on sq. ft. of alteration area)	\$10 per thousand the value of the electrical project \$250 Minimum
Replacement & Misc. Items	\$10 per thousand the value of the electrical project \$250 Minimum

Plumbing

New Building, Additions, Alterations	\$10 per fixture \$250 Minimum
Replacement & Misc. Items	\$10 per thousand the value of the plumbing project \$250 Minimum

Agricultural Building

New Buildings	\$.04 per sq. ft. all floor areas
Remodel	\$5 per thousand of the value of the project \$40 Minimum
Other	\$40 Minimum

Commercial Zoning See Zoning Fee Schedule Sheet



MEMORANDUM

DATE December 9, 2025
TO Administration Committee Members
FROM Andrew Dane, Community Development Director
RE Professional Services Agreement with Toole Design Group for Comprehensive Planning Services

Background

The City issued an RFQ to solicit bids for comprehensive planning services related to transportation planning in support of the City's Comprehensive Plan update.

City staff elected Toole Design Group as the preferred contractor based on qualifications and work product.

The attached Professional Services Agreement (PSA) with Toole Design Group will provide the City with Comprehensive Planning Services.

Toole Design Group's contract is a lump sum fee of \$15,000.

Recommendation

Staff recommend the Administration Committee approve the professional service agreement between the City of Menasha and Toole Design Group for Comprehensive Planning Services.

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (hereinafter, "Agreement"), made on the ____ day of _____, 2025, by and between the City of Menasha, a Wisconsin Municipal Corporation with its principal office at 100 Main St. Ste 200, Menasha, Wisconsin, 54952 (hereinafter "City"), and Toole Design Group, LLC, a Foreign LLC registered in Wisconsin, with its principal office at 8484 Georgia Avenue, Suite 800, Silver Spring, MD 20910, (hereinafter, "Consultant").

WITNESSETH

The City and the Consultant, for the consideration hereinafter named, enter into the following Professional Services Agreement for Planning and Design Services for the Menasha Bike Feasibility Study Project (hereinafter, "Project").

ARTICLE I. PROJECT MANAGER

A. Assignment of Project Manager. Consultant shall assign the following individual to manage the Project described in this Agreement:

Shaun Murphy-Lopez, Project Manager

B. Changes in the Project. The City shall have the right to approve or disapprove of any proposed change from the individual named as Project Manager. The City shall be provided with a resume or other information for any proposed substitute and shall be given the opportunity to interview that person prior to any proposed change.

ARTICLE II. CITY REPRESENTATIVE

The City shall assign the following individual to manage the Project described in this Agreement:

Andrew Dane – Community Development Director

ARTICLE III. SCOPE OF WORK

Consultant shall provide the services described in Consultant's *August 25, 2025, Memorandum Re: Draft Scope of Work and Schedule* (attached and incorporated herein as Exhibit A). The City may make or approve changes within the general Scope of Services in this Agreement. If such changes affect Consultant's cost of or time required for performance of the services, an equitable adjustment will be made through an amendment to this Agreement.

All reports, drawings, specifications, computer files, field data, notes, concept plans, sketches, and other documents and instruments prepared by Consultant as instruments of service shall become property of the City upon payment for those documents by the City to Consultant, and shall remain the property of the City. Ownership shall not extend to Consultant's underlying means and methods used to create work product. Additionally, any preexisting intellectual property contained within Consultant's deliverables thereto belonging to Consultant shall remain the property of Consultant unless otherwise indicated in the scope of services.

ARTICLE IV. STANDARD OF CARE

The standard of care applicable to Consultant's services will be the degree of skill and diligence normally employed by professional consultants or consultants performing the same or similar services at the time said services are performed. Consultant will re-perform any services not meeting this standard without additional compensation.

ARTICLE V. OPINIONS OF COST, FINANCIAL CONSIDERATIONS, AND SCHEDULES

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, Consultant has no control over cost or price of labor and materials; unknown or latent conditions of existing equipment or structures that may affect operation or maintenance costs; competitive bidding procedures and market conditions; time or quality of performance by operating personnel or third parties; and other economic and operational factors that may materially affect the ultimate project cost or schedule. Therefore, it is understood between the parties that Consultant makes no warranty as to the City's actual project costs, financial aspects, economic feasibility, or schedules will not vary from Consultant's opinions, analyses, projections, or estimates.

ARTICLE VI. CITY RESPONSIBILITIES

The City shall furnish, at Consultant's request, such information as is needed by the Consultant to aid in the progress of the Project, providing it is reasonably obtainable from City records. The Consultant shall be able to reasonably rely on all information furnished by the City.

To prevent any unreasonable delay in Consultant's work, the City will examine all reports and other documents and will make any authorizations necessary to proceed with work within a reasonable time period.

ARTICLE VII. CITY'S INSURANCE

The City will maintain property insurance on all pre-existing physical facilities associated in any way with the Project.

ARTICLE VIII. TIME OF COMPLETION

The work to be performed under this Agreement shall be commenced and the work completed within the time limits as agreed upon in Exhibit A.

Consultant shall perform the services under this Agreement with reasonable diligence and expediency consistent with sound professional practices. The City agrees Consultant is not responsible for damages arising directly or indirectly from any delays for causes beyond Consultant's control. For the purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes, severe weather disruptions or other natural disasters, failure of performance by the City, or discovery of any hazardous substances or differing site conditions. If the delays resulting from any such causes increase the time required by Consultant to perform its services in an orderly and efficient manner, Consultant shall be entitled to an equitable adjustment in schedule.

ARTICLE IX. COMPONENT PARTS OF THE AGREEMENT

This Agreement consists of the following component parts, all of which are as fully a part of this Agreement as if herein set out verbatim, or if not attached, as if hereto attached:

1. This Instrument
2. Exhibit A attached hereto

In the event any provision of the above component parts of this Agreement conflicts with any provision in any other of the component parts, the provision in the component part first enumerated above shall govern over any other component part which follows it numerically except as may be otherwise specifically stated.

ARTICLE X. PAYMENT

A. The Agreement Sum. The City shall pay to Consultant for the performance of the Agreement the total sum as set forth below, adjusted by any changes hereafter mutually agreed upon in writing by the parties hereto:

- Lump sum fee of \$15,000.00 (Fifteen Thousand Dollars).

B. Method of Payment. Consultant shall submit itemized monthly statements for services. The City shall pay Consultant within thirty (30) calendar days after receipt of such statement. If any statement amount is disputed, the City may withhold payment of such amount and shall provide to Consultant a statement as to the reason(s) for withholding payment. Should the City fail to make timely payment of undisputed amounts, Consultant reserves the right to stop work until payment is received.

C. Additional Costs. Costs for additional services shall be negotiated and set forth in a written amendment to this Agreement executed by both parties prior to proceeding with the work covered under the subject amendment.

D. Indirect Costs. Indirect costs such as computer time, printing, copying, cell phone charges, telephone charges, and any equipment rental shall be considered overhead and shall not be invoiced separately by Consultant.

E. Expenses. Expenses may be billed with up to a maximum of ten percent (10%) mark-up. All invoices with expenses shall include supporting documentation of the expense. Failure to include the supporting documentation will result in the reduction of payments by the amount of those expense(s) not including documentation.

ARTICLE XI. STANDARD PROVISIONS

Consultant agrees that, in all hiring or employment made possible by or resulting from this Agreement, there will not be any discrimination against any employee or applicant for employment because of race, color, religion, marital status, age, color, sex, gender identity, handicap, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, political benefits, or student status.

ARTICLE XII. HOLD HARMLESS

Consultant covenants and agrees to protect and hold the City of Menasha harmless against actions, claims, and demands to the proportionate extent caused by the intentionally wrongful or negligent acts of Consultant, their agents or assigns, their employees, or their subcontractors related to the performance of this Agreement or caused from any violation of any law or administrative regulation, and shall indemnify the City for all sums including court costs, reasonable attorney fees, and damages which the City may be obliged or adjudged to pay on any such claims or demands upon the City's written demand for indemnification or refund for those actions, claim, and demands caused by intentional or negligent acts as specified in this Paragraph.

Subject to any limitations contained in Sec. 893.80 and any similar statute of the Wisconsin Statutes, the City further agrees to hold Consultant harmless from any and all liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), or damages to person or property arising out of re-use of the documents without consent where such liability is founded upon or grows out of the acts or omission of any of the officers, employees, or agents of the City of Menasha while acting within the scope of their employment.

ARTICLE XIII. INSURANCE

Consultant will insure, and will require each subcontractor to insure, as indicated, against the following risks to the extent stated below.

- A. Commercial General Liability. Consultant shall procure and maintain during the life of this Agreement, Commercial General Liability insurance, including, but not limited to bodily injury, property damage, personal injury, and products and completed operations (unless determined to be inapplicable by the Risk Manager) in an amount not less than One Million Dollars (\$1,000,000) per occurrence. This policy shall also provide contractual liability in the same amount. Consultant's coverage shall be primary and list the City of Menasha, its officers, officials, agents and employees as additional insureds. Consultant shall require all subcontractors under this Agreement (if any) to procure and maintain insurance meeting the criteria within, applying on a primary basis and listing the City of Menasha, its officers, officials, agents and employees as additional insureds.
- B. Automobile Liability. One Million Dollars (\$1,000,000) for bodily injury and property damage per occurrence limit covering all vehicles to be used in relationship to the Agreement.
- C. Worker's Compensation. Amounts as required by law plus Employer's Liability limits of at least One Hundred Thousand (\$100,000) Each Accident, One Hundred Thousand (\$100,000) Disease – Each Employee, and Five Hundred Thousand (\$500,000) Disease – Policy Limit.
- D. Professional Liability. Not less than One Million (\$1,000,000). If such policy is a "claims made" policy, all renewals thereof during the life of the Agreement shall include "prior acts coverage" covering at all times all claims made with respect to Consultant's work performed under the Agreement. This Professional Liability coverage must be kept in force for a period of six (6) years after the services have been accepted by the City.

- E. Umbrella Liability. Five Million (\$5,000,000) for bodily injury, personal injury and property damage per occurrence in excess of coverage carried for Employer's Liability, Commercial General Liability and Automobile Liability.
- F. The above-required insurance is to be placed with insurers acceptable to the City and who have an A.M. best rating of no less than A- (A minus) and a Financial Category rating of no less than VII. Consultant may be required to provide the City with certificates of insurance and additional insured endorsement. Consultant shall give the City thirty (30) days advance written notice of cancellation, non-renewal, or material changes to any of the above-required policies during the term of the Agreement.

ARTICLE XIV. TERMINATION

A. For Cause. If Consultant shall fail to fulfill in timely and proper manner any of the obligations under this Agreement, the City shall have the right to terminate this Agreement by written notice to Consultant provided, however, that Consultant has been afforded no less than five (5) business days to cure or substantially begin to cure any failure.. In this event, Consultant shall be entitled to compensation for any satisfactory, usable work completed.

B. For Convenience. Either party may terminate this Agreement at any time by giving written notice no later than ten (10) calendar days before the termination date. If the City terminates under this Paragraph, then Consultant shall be entitled to compensation for any satisfactory work performed to the date of termination.

This document and any specified attachments contain all terms and conditions of the Agreement and any alteration thereto shall be invalid unless made in writing, signed by both parties and incorporated as an amendment to this Agreement.

ARTICLE XV. RE-USE OF PROJECT DOCUMENTS

All reports, drawings, specifications, documents, and other deliverables of Consultant, whether in hard copy or in electronic form, are instruments of service for this Project, whether the Project is completed or not. Subject to individual review, Consultant's reports, drawings, specifications, documents, or other deliverables will generally be considered public records that are available to the public upon request. Neither the City nor Consultant, therefore, has control of these documents once they are disclosed as a public record. It is understood between these two (2) parties, however, that Consultant does not intend to state or imply that the Project documents it creates have any purpose unrelated to the Project. To the extent the City may re-use or reference any part of Consultant's documents or information on unrelated projects, the City agrees to independently verify their applicability for unrelated projects and further agrees the Standard of Care applicable to the documents for this Project will not apply to their re-use or reference in unrelated projects.

ARTICLE XVI. SUSPENSION, DELAY, OR INTERRUPTION OF WORK

The City may suspend, delay, or interrupt the services of Consultant for the convenience of the City. In such event, Consultant's agreement price and schedule shall be equitably adjusted.

ARTICLE XVII. NO THIRD-PARTY BENEFICIARIES

This Agreement gives no rights or benefits to anyone other than the City and Consultant and has no third-party beneficiaries.

ARTICLE XVIII. AUTHORITY

Consultant represents that it has the authority to enter into this Agreement. If Consultant is not an individual, the person signing on behalf of Consultant represents and warrants that he or she has been duly authorized to bind Consultant and sign this Agreement on Consultant's behalf.

[Signatures on Following Page]

In the Presence of:

(Seal of CONSULTANT if a Corporation)

CONSULTANT

By: *Cia J. Lichting*

Director of Operations, Midwestern US
(Specify Title)

By: *RJ Eldridge*
RJ Eldridge (Sep 15, 2025 16:33:17 EDT)

Executive Vice President/COO
(Specify Title)

CITY OF MENASHA

(Witness)

By: _____
Austin Hammond, City of Menasha Mayor

(Witness)

And: _____
Kaija Snyder, City Clerk

APPROVED AS TO FORM:

Margaret J. Struve, City Attorney

I hereby certify that the necessary provisions
which have been made to pay the liability which
will accrue under this Agreement.

Jennifer Sassman, Finance Director (Comptroller)

MEMORANDUM

November 24, 2025

To: Andrew Dane, James Merten

Organization: City of Menasha

From: Shaun Murphy-Lopez, Tom Natwick

Project: Menasha Bike Feasibility Study

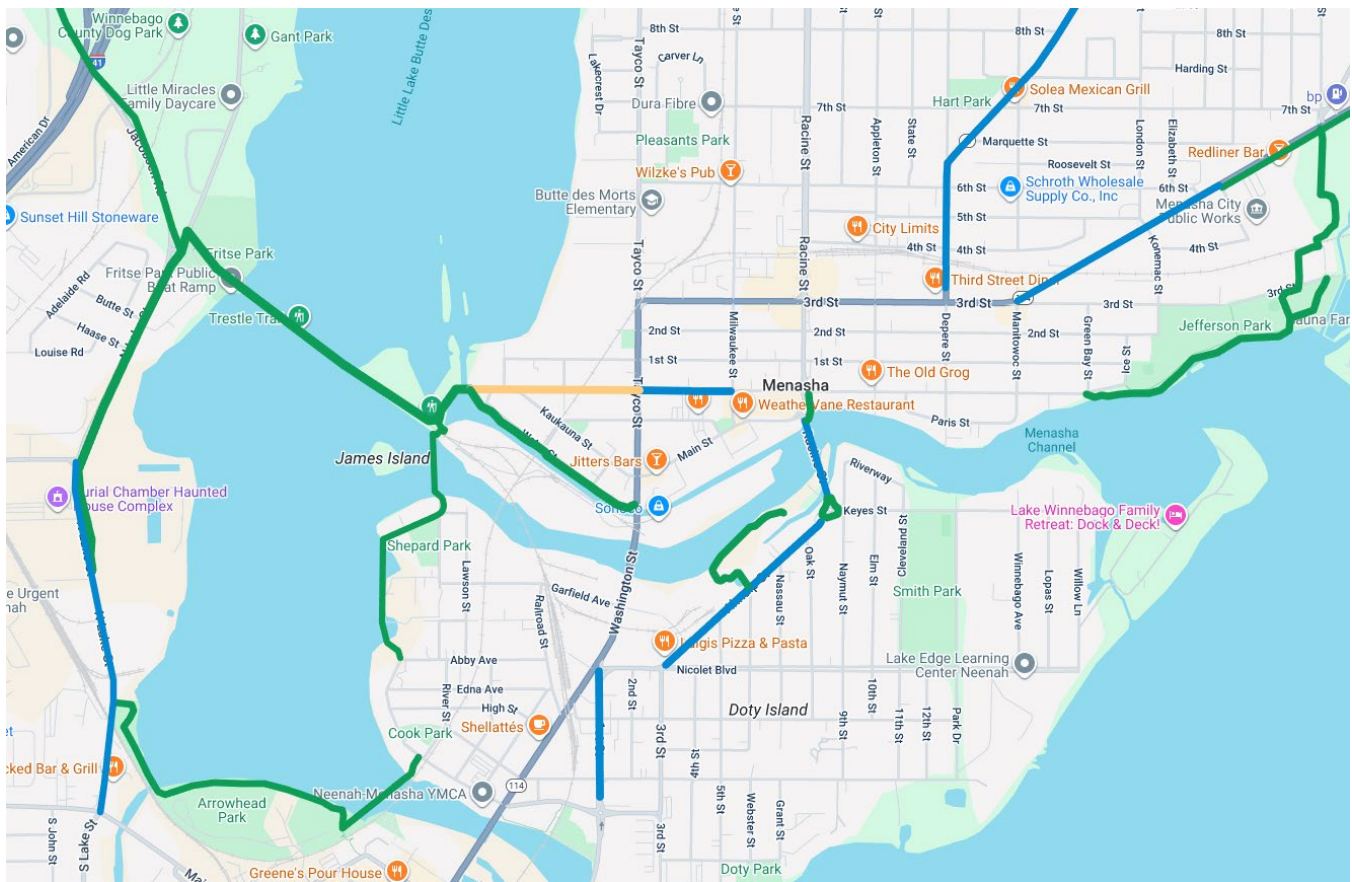
Re: Scope of Work and Schedule

This memorandum provides a draft scope of work and schedule to carry out the Menasha Bike Feasibility Study. We look forward to refining this scope and schedule with the City.

Project Understanding

The City of Menasha and neighboring communities have made major progress implementing a trails network throughout the region. Significant trails have included the Friendship Trail, the Loop the Little Lake Trail, Trestle Trail, trails in Jefferson Park, and a trail along Water Street. Bike lanes have also been installed on streets such as 1st Street, Ahnaip Street, Appleton Road, Broad Street, Depere Street, Plank Road, and Racine Street.

The City now desires to explore the possibility of creating an east-west connection between the Friendship Trail/Loop the Little Lake Trail/Trestle Trail and Jefferson Park, which will eventually connect to High Cliff State Park. This connection may go through Downtown, along the north side of the Menasha Channel, or through Doty Island ([see the map on the following page](#)). The connection needs to be comfortable for all trail users and is likely to be a protected bike lane facility. Up to three east-west route alternatives and their project implementation recommendations need to be identified. Additionally, a planning level cost estimate is needed for future budget programming.



A map of the feasibility study area showing existing trails in green, existing bike lanes in blue, and existing sharrows in yellow.

Scope of Work

Task 1: Project Management

Task 1.1 Monthly Progress Reports

Toole Design will submit Monthly Progress Reports and invoices to the client.

Task 1.2 Conference Calls

Toole Design's Project Manager, Shaun Murphy-Lopez, will check in with the City's Project Manager and other staff once a month to monitor the project's progress and plan for next steps. Members of our team will be available for a limited number of additional conference calls as needed. After each check-in, our team will document, transmit, and implement action items as necessary.

Task 1 Deliverables:

- Monthly Progress Reports
- Monthly Conference Calls (Up to four calls)

Provided by City Staff:

- Review of Monthly Progress Reports
- Participation in Conference Calls

Task 2: Identification of Route Alternatives

Task 2.1 Bicycle Network Map

Toole Design will create a map illustrating the current network for bicycling within the project area. This map may include information such as upcoming bikeway projects, bicycle facility types, the street network, existing parks, and municipal boundaries.

Task 2.2 Route Alternatives

Using the map created in Task 2.1, Toole Design will work with City staff to identify up to three east-west Route Alternatives. Routes may include existing trails, streets with bike lanes, and streets without bicycling facilities.

Task 2 Deliverables:

- Existing Bicycle Network map
- Route Alternatives map

Provided by City Staff:

- Current bicycle facilities and related data in GIS
- Review and comment on maps

Task 3: Project Implementation Recommendations and Cost Estimate

Task 3.1 Project Implementation Recommendations

Using the information gathered in Task 2, Toole Design will generate potential project implementation recommendations for up to 3 alternative routes. Recommendations may include but not be limited to:

- Analysis of available street width
- Connections to existing bicycle facilities and popular destinations
- Future cross section options
- Feasibility
- On-street parking changes
- Phasing
- Solutions to challenging locations (e.g., bridges, intersections, roundabouts)
- Traffic volume analysis
- Upcoming construction projects

Project implementation recommendations will be summarized in approximate 2-page summaries that can be incorporated into the City's Comprehensive Plan.

Task 3.2 Cost Estimate

Based on the Project Implementation Recommendations process, Toole Design will develop a planning level Cost Estimate for the design and construction of Route Alternatives. Estimate will be generated based on retrofitted installations of bikeways – not complete street reconstructions.

Task 3 Deliverables:

- Project Implementation Recommendations memo
- Planning level Cost Estimates for Route Alternatives

Provided by City Staff:

- Review of Project Implementation Recommendations memo
- Review of Cost Estimates

- Recent relevant bid tabulations for the development of bikeways (if available)

Task 4: Public Input

Toole Design will prepare materials for one public input session of the City's comprehensive planning process, expected to take place on September 24th. The materials will be used to collect viewpoints of the public about their preferred east-west connection between the Loop the Little Lake Trail and Jefferson Park. Toole Design may provide one staff member for an on-site visit, if desired by the City of Menasha.

Task 4 Deliverables:

- Materials for one public input session

Provided by City Staff:

- Review of public input materials

Anticipated Project Schedule

Below is the Toole Design Team's proposed timeline for the project. Based on our experience working on similar efforts, we anticipate that the project can be substantially completed in approximately five months.

Menasha Bike Feasibility Study						
		2025				2026
Task	Description	September	October	November	December	January
1	Project Management					
1.1	Monthly Progress Reports					
1.3	Conference Calls					
2	Identification of Route Alternatives					
2.1	Bicycle Network Map					
2.2	Route Alternatives					
3	Project Implementation Recommendations and Cost Estimate					
3.1	Project Implementation Recommendations					
3.2	Cost Estimate					
4	Public Input					
4.1	Public Input					

Proposed Fee

Toole Design will complete the scope of work for a lump sum fee of \$15,000.