

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, January 19, 2026 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, 12/15/25

D. Discussion / Action Items

1. Professional Services Agreement By and Between the City of Menasha and Engberg Anderson for Comprehensive Planning Services, Not to Exceed \$20,000

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 15, 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 6:50pm.

B. ROLL CALL

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

Absent: Ald. Perkins

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

C. MINUTES TO APPROVE

1. Administration Committee, 12/1/25

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

D. DISCUSSION / ACTION ITEMS

1. Professional Services Agreement By and Between the City of Menasha and RG Inspections, LLC for 2026 Commercial Electrical Permit Inspection Services, Subject to Autorenewal

Motion by District 3 Alderperson Hale, seconded by District 6 Alderperson Marshall to approve.

Motion carried 7-0 on roll call.

Staff advised on RG Inspections, LLC and the firm's required minimum fee for related electrical inspections.

2. R-32-25 – A Resolution Increasing Commercial Electrical Permit Inspection Fees, Effective January 6, 2026 (Introduced by Mayor Hammond)

Motion by District 3 Alderperson Hale, seconded by District 5 Alderperson Lewis to approve.

Motion carried 7-0 on roll call.

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

Motion by District 3 Alderperson Hale, seconded by District 6 Alderperson Marshall to approve.

Motion carried 7-0 on roll call.

Staff advised that the purpose of the proposed PSA with Toole Design Group is to assist with the transportation chapter update in Menasha's Comprehensive Plan.

E. ADJOURNMENT

Motion by District 3 Alderperson Hale seconded by District 7 Alderperson Grade to adjourn the Administration Committee meeting at 6:57pm. Motion carried on voice vote.

Minutes submitted by City Clerk Kaija Snyder.



MEMORANDUM

DATE January 19, 2026
TO Administration Committee Members
FROM Andrew Dane, Community Development Director
RE Professional Services Agreement with Engberg Anderson for Comprehensive Planning Services

Background

The City solicited a bid for comprehensive planning services related to redevelopment planning and infill development concepts in support of the City's Comprehensive Plan update.

City staff elected Engberg Anderson as the preferred contractor based on qualifications and work product.

The attached Professional Services Agreement (PSA) with Engberg Anderson will provide the City with Comprehensive Planning Services.

The contract is a lump sum fee not to exceed \$20,000.

Recommendation

Staff recommend the Administration Committee approve the professional service agreement between the City of Menasha and Engberg Anderson for Comprehensive Planning Services.

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF MENASHA
AND ENGBERG ANDERSON**

CITY OF MENASHA 2035 COMPREHENSIVE PLAN

This Professional Services Agreement (hereinafter, "Agreement"), made on the ____ day of _____, 2026 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 Engberg Anderson, Inc., a Wisconsin Business, with its principal office located at 320 East Buffalo St., Milwaukee, WI 53202 (hereinafter, "Consultant") (collectively, the "Parties").

WITNESSETH

The City and the Consultant, for the consideration hereinafter named, enter into the following Professional Services Agreement for Planning Services for the 2035 Comprehensive Plan (hereinafter, "Project").

ARTICLE I. 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:

- A. The terms of this Professional Services Agreement, including any other documents or terms referenced and/or attached, but not including component parts identified below.
- B. Consultant's Proposal for an Agreement for Planning Services for Project No. 253907 (hereinafter, "Proposal") dated September 12, 2025, which is attached hereto as Exhibit A.

In the event any provision of this 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 II. DESIGNATED REPRESENTATIVES

The Parties assign the following persons as the primary contacts for their respective interests related to managing and carrying out the tasks of this Agreement. These persons may be changed upon written notice from the party making the change.

- A. For the City: Andrew Dane, Community Development Director
Address: 100 Main Street, Ste 200, Menasha, WI 54952
Telephone: 920-967-3651
Email: adane@menashawi.gov

B. For the Consultant: Eric Ponto, Principal
Address: 320 E Buffalo St., Milwaukee, WI 53202
Telephone: 414-944-9173
Email: ericp@engberganderson.com

ARTICLE III. SCOPE OF WORK

Consultant shall provide the services described in the Project Understanding section of Consultant's Proposal. 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.

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. 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.

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 VI. 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 VII. PAYMENT

- A. The Agreement Sum. In consideration of the Consultant performing the work and providing the services under the Agreement, the City will pay the Consultant 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 Twenty Thousand Dollars (\$20,000.00).
- 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.
- 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 for the Project.
- 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 VIII. HOLD HARMLESS

The Parties intend that each Party shall be solely responsible for its own actions, inactions, and activities, including the actions and activities of its own officers, employees and agents while acting within the scope of their employment.

- A. Consultant covenants and agrees to protect and hold the City of Menasha harmless against all actions, claims, and demands to the proportionate extent caused by or resulting from 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 be caused or result from any violation of any law or administrative regulation. Consultant shall indemnify or refund the City for all sums expended including court costs, attorney fees, and damages of any kind which the City may be obliged or adjudged to pay. Claims or demands are due within thirty (30) days of the date of the City's written demand for indemnification or refund for those actions, claim, and demands caused by or resulting from intentional or negligent acts as specified in this Paragraph.
- B. Subject to any and all immunities and limitations contained in Section 893.80 of the Wisconsin Statutes, and any other applicable section of the Wisconsin Statutes, the City agrees to hold Consultant harmless from liability, including claims, demands, losses, costs, damages, and expenses of every kind and description (including death), to the proportionate extent caused by

or resulting from the intentional or negligent acts of the City, its agents or assigns, or its employees, related to the performance of this Agreement or which may be caused or result from any violation of any law or administrative regulation, 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 IX. INSURANCE

Consultant will insure as indicated below, 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. Four Million (\$4,000,000) 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 X. 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”), and shall terminate on December 31, 2026, unless terminated earlier by one (1) of the Parties as provided below. The City may extend this Agreement upon written notice to Consultant.
- B. Termination.
 - i. For Cause. If either party shall fail to fulfill in timely and proper manner any of the material obligations under this Agreement, the other party may, at its discretion, terminate this Agreement by written notice to the Party’s Designated Representative under Article II. In this event, the Consultant shall be entitled to compensation for any satisfactory, usable work completed prior to such notice.
 - ii. For Convenience. The City may terminate this Agreement at any time by giving written notice to Consultant no later than thirty (30) calendar days before the termination date. If the City terminates under this Paragraph, then Consultant shall be entitled to compensation for any satisfactory, usable work performed to the date of termination.

ARTICLE XI. NON-DISCRIMINATION

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. PROJECT DOCUMENTS, RECORDS AND DELIVERABLES

All reports, drawings, specifications, documents, computer files, field data, notes, and other documents and instruments prepared by Consultant may be provided to the City as deliverables for this Project.

- A. Deliverables prepared under this Agreement shall become the property of the City upon completion of the work and payment in full of all monies due to Consultant.
- B. However, consultant may continue to use the deliverables and information therein for descriptions of discussions of this Project in other contexts, and may use some or all of the information in the deliverables in or for other projects. Any such subsequent use by Consultant shall be without royalty or other fees, or obligations, to the City.
- C. Consultant’s deliverables are intended only for use related to the Project subject to the Agreement, and are not subject to any warranty or guaranty if subsequently modified or reused for a later project.
- D. Documents, including deliverables, created by Consultant may subsequently be viewed by, or provided to, a third person as a public record not subject to redaction or withholding by applicable law. In such instances, neither Party retains control over subsequent uses of these documents and therefore neither Party shall consider the other Party responsible for such subsequent use.

ARTICLE XIII. PUBLIC RECORDS

Consultant understands and agrees that the City is a government entity required to comply with Chapter 19 of the Wisconsin Statutes, Wisconsin's Public Records Law. Consultant acknowledges that Wisconsin's Public Records Law presumes that records are available for public viewing unless there are specific laws that prevent or limit their release. Consultant further acknowledges that documents provided to a public entity such as the City are treated differently than documents provided to a private entity. Consultant also acknowledges that it is a contractor of the City and therefore pursuant to Wisconsin law, may be in possession of public records which are not otherwise also in the possession of the City. Consultant agrees to cooperate with the City and any public records requests. Notwithstanding any other term of this Agreement, including component parts, the City will always be allowed to use documents in conformity with all applicable laws, including public record laws. Any action the City takes that is consistent with any applicable law shall not be considered a breach or violation of this Agreement, regardless if this Agreement or any attached or referenced document includes terms or conditions that conflict with applicable law that the City is following. Consultant may elect to challenge a public records decision by the City, but it must do so at its own risk and its own cost, regardless of the outcome of such challenge.

ARTICLE XIV. 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 XV. 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 XVI. INDEPENDENT CONTRACTOR STATUS

Consultant represents that it is an independent contractor and is not an employee of the City.

ARTICLE XVII. 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.

ARTICLE XVIII. 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. Under no circumstances shall any dispute be subject to arbitration.

ARTICLE XIX. GOVERNING LAW AND FORUM SELECTION

This Agreement shall be interpreted and construed under and governed by the laws of the State of Wisconsin. All services to be provided hereunder will be provided in accordance with applicable federal, 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.

ARTICLE XX. ENTIRE AGREEMENT/ AMENDMENT

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 XXI. 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.

ARTICLE XXII. NO WAIVER

Failure of either Party to insist upon the strict performance of terms and provisions of this Agreement, or any of them, shall not constitute or be construed as a waiver or relinquishment of that party's right to therefore enforce such term or provision, and that term of the provisions shall continue in full force and effect.

ARTICLE XXIII. 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.

ARTICLE XXIV. 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: Eric Pontu - Eric Pontu
Principal ENGINEER ANDERSON
(Specify Title)

By: _____

(Specify Title)

CITY OF MENASHA

By: _____
Austin Hammond, City of Menasha Mayor

And: _____
Kaija Snyder, City Clerk

(Witness)

(Witness)

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)

September 12, 2025

AGREEMENT FOR PLANNING SERVICES CITY OF MENASHA | 2035 COMPREHENSIVE PLAN

between

The City of Menasha
100 Main Street
Menasha, WI 54952

and

Engberg Anderson, Inc.
320 east Buffalo St.
Milwaukee, WI. 53202

c/o: Andrew Dane, Community Development Director

Engberg Anderson Project No. 253907
EA File Name: Document3

Dear Andrew,

Engberg Anderson is pleased to submit this proposal for planning services. While this proposal is based on our current understanding of the project, we recognize that each site is different and crafted from a process that reflects the needs of the city, the available sites, and preliminary findings. We are providing a process scope and fee framework that will allow us and the city to scale the effort to evolving needs. We ask that you review the scope, schedule and fee proposed and identify any concerns or questions in this regard.

PROJECT UNDERSTANDING

The City has identified sites that have the potential to be redeveloped. This study is to provide schematic ideas for potential future uses.

The City has identified a list of 3 potential areas, Additional sites may be identified.

Schedule

The initial work will be completed to support a September 24th public meeting. Refinement based on feedback will occur after this meeting.

OWNER SUPPLIED INFORMATION

The following are of use developing the study.

- List of potential sites
- Priorities for uses
- Previous agreements relative to use or parking accommodations.

FEE PROPOSAL

Based on this understanding, we estimate the time and cost to complete the outlined services within an hourly, not to exceed fee of \$20,000.

Reimbursable Expenses

As outlined in the executed City of Menasha professional services agreement.

Progress Payments

Invoices shall be submitted monthly and shall reflect the status of the work at the time of the invoice.

Additional Services

No additional service will be undertaken without a defined scope and written authorization. Any Additional Service will be itemized and invoiced against a limit established and agreed to in writing by both parties. Any additional service shall be invoiced separately to allow tracking of project expenses.

ATTACHMENTS

The following Exhibits are made part of this agreement:

- Current Rate Schedule; Insurance Coverages; Expenses

ACCEPTANCE

We ask that an individual authorized sign the agreement. This Acceptance covers the scope of work defined for Engberg Anderson and an hourly not to exceed fee of \$20,000. Keep one for your records and return the second to us. We will begin work upon receipt of a signed copy.

For
Engberg Anderson, Inc.

For
City of Menasha

Signature: 

Signature: _____

Name: Eric Ponto

Name: _____

Title: Principal

Title: _____

Date: September 12, 2025

Date: _____

Copied Central File

EXHIBITS

CURRENT RATE SCHEDULE

Invoices for basic and additional services will be invoiced based on time charged to the project during the invoice period. The time will be invoiced based on the following schedule up to the limits specified for each service or phase of the project.

Role	Rate	Role	Rate
PIC1 Principal	\$210	A3 Senior Project Architect/Interior Designer	\$145
PIC2 Principal	\$200	A4 Project Architect/interior Designer	\$130
PRT Partner	\$180	A5 Project Designer	\$120
A1 Senior Team Leader	\$160	INT Interns	\$90
A2 Team Leader	\$155	ADM Administrative Staff	\$75

INSURANCE COVERAGE

Engberg Anderson currently maintains the coverages shown, the costs of which are included in the base fees proposed for the project. Additional coverage is negotiated on a project by project basis.

- Commercial General Liability: \$2,000,000 each Occurrence; \$4,000,000 Annual Aggregate.
- Business Automobile: \$1,000,000 Combined Single Limit, coverage includes hired and non-owned vehicles.
- Workers Compensation: Statutory requirements, \$1,000,000.
- Umbrella/Excess Liability: \$5,000,000 per Occurrence/Annual Aggregate
- Professional Liability: \$3,000,000 per Claim; \$3,000,000 Annual Aggregate
- Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect will be a reimbursable expense.

Reimbursable Expenses Exhibit

In addition to the Fees included in the Agreement, expenses incurred in the course of completing the work will be invoiced to the Owner in accordance with the following parameters.

- Transportation in connection with the Project including authorized out-of-town travel, lodging and sustenance.
 - Mileage is calculated using the prevailing IRS reimbursement rates.
 - Sustenance is limited to \$10/\$15/\$20 or \$45 per day.
- Reproductions, plots, standard form documents, postage, handling and delivery of instruments of service.
- Renderings, models and mock-ups other than those normally produced by the architect as a part of the process and requested by the Library will be provided as an additional expense.
- Expense of professional liability insurance dedicated exclusively to this Project or the expense of additional insurance coverage or limits requested by the Owner in excess of that normally carried by the Architect. The Architect currently maintains shown in the Insurance Coverages Exhibit:

