



SRF Project No. 17329.00

June 20, 2025

Chad Pelishek
Village Administrator
Village of Harrison, WI
W5298 State Road 114
Harrison, WI 54952
cpelishek@harrison-wi.org

Subject: Proposal for Professional Services for Zoning Ordinance Update for the Village of Harrison, WI

Dear Chad Pelishek:

Based on your request, SRF Consulting Group, Inc. (SRF) is pleased to submit this proposal for additional services to the current contract between the Village of Harrison (Village) and SRF, to include professional services for the development of an updated zoning ordinance for the Village of Harrison.

Scope of Services

We propose to carry out the following work ("Scope of Services") incorporated into this Agreement. We propose to carry out the services described as follows:

Phase 1 – Diagnostic Review

SRF will complete a professional, best practice review of the Village of Harrison's existing ordinance and portions of the comprehensive plan that are related to zoning regulations. To gain an understanding of the zoning ordinance, SRF will hold meetings with Village staff. Findings will be assembled into a memo and used as a guide for the remainder of the work plan.

In addition, we will propose a detailed ordinance outline for staff review. This outline will include our initial recommendations for restructuring the code, including how existing sections will be consolidated, removed, or relocated, how external ordinances/amendments will be incorporated, and where new sections will be introduced.

Deliverables: Memo addressing zoning ordinance update needs.

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Phase 2 – Zoning Ordinance Update

Phase 2 deliverables will include a draft zoning ordinance ready to proceed through the adoption process. Throughout the phase, our team will research best practices, review examples from other jurisdictions, and consider state, federal, and case law.

Task 2.1 – Draft Updates to the Village of Harrison Code of Ordinances – Subpart B, Chapter 117

Task 2.1 will consist of most of the work associated with developing an updated zoning ordinance (Village of Harrison Code of Ordinances – Subpart B, Chapter 117). Building on the findings of Phase 1, SRF will develop updated ordinance sections responding to best practices and community needs. SRF will work with Village Staff to develop a project schedule and order of work. The work plan will include efforts throughout to review and update terminology and definitions, add tables and visuals to ease usability, and modernize regulations throughout the ordinance. In addition to the work described above, this task includes hours and expenses associated with two in-person meetings.

Deliverables: Draft ordinance sections for each Topic

Task 2.2 – Draft Full Ordinance

SRF will compile all ordinance sections developed in Task 2.1 above and develop a full draft of the ordinance for review by Village Staff, the Plan Commission, and Village Board and prepare documentation for public hearing and adoption.

Deliverables: Draft and final ordinance

Phase 3 – Project Management

SRF will coordinate the project team, monitor the schedule and budget, and provide monthly progress reports. Mitchell will provide open communication regarding project milestones and deliverables throughout the project process.

Phase 4 – Optional Tasks

The following tasks are optional and can be completed at the discretion of the Village. This includes public engagement, elected official workshops, and amendments to the Village's zoning map. These tasks are not included in the scope proposed under this proposal. If optional tasks are to be added at the discretion of the Village, an amended scope document would be provided.

Task 4.1 – Village Board and/or Plan Commission Workshops (Optional Task)

SRF will facilitate workshops with the Village Board and/or Plan Commission to discuss key ordinance issues, overview project progress, and receive feedback from the Village Board. This is an optional task and is scoped on a per meeting basis including travel expenses.

Task 4.2 – Focus Groups (Optional Task)

SRF will host focus group meetings with community representatives from a variety of backgrounds, including the development community, the home builders association, the Housing Authority, environmental community, etc. This is an optional task scoped on a single day with up to four in-person focus groups.

Task 4.3 – Open House (Optional Task)

With the assistance of Village Staff, SRF will facilitate a public open house to educate the public about the draft updated zoning ordinance and solicit public input. This is an optional task scoped on a per meeting basis including expenses.

Task 4.4. – Zoning Map Amendments (Optional Task)

Upon completion of the updated zoning ordinance, it may be necessary for the Village to update their zoning map. This task includes the development of a new zoning map reflecting the Future Land Use Map in the Comprehensive Plan and updated zoning designations.

Assumptions

It is assumed that in-person meetings will be held as identified within the scope. Additionally, the scope identifies which tasks will be completed by Village staff.

Schedule

We will complete this work within a mutually agreed upon time schedule.

Basis of Payment/Budget

We propose to be reimbursed for our services on an hourly basis for the actual time expended. Other direct project expenses such as printing, supplies, reproduction, etc., will be billed at cost and mileage will be billed at the current allowable IRS rate for business miles. Invoices are submitted on a monthly basis for work performed during the previous month. Payment is due within 35 days.

Based on our understanding of the project and our scope of services, we estimate the cost of our additional services to be \$59,590.00, which includes both time and expenses for all Non-Optional tasks overviewed in the Scope-of-Work above. Optional tasks have been identified in the second table below if additional services are identified during the project development.

Task	Hours	Fee Estimate
Phase 1 – Diagnostic Review		
Task 1.1 – Diagnostic Review	48	\$6,184.00
Phase 2 – Zoning Ordinance Update		
Task 2.1 – Draft Ordinances to Village of Harrison Zoning Code	300	\$38,180.00
Task 2.2 – Draft Full Ordinance	60	\$8,200.00
Phase 3 – Project Management		
Task 3.1 – Project Management	36	\$6,504.00
Expenses		
Mileage	500	\$350.00
Meals	4	\$172.00
Total Expenses (not including optional tasks)	--	\$522.00
Total Estimate (not including optional tasks)	--	\$59,590.00

The following table overviews the cost, including both time and expenses, of each Optional Task as described in the Scope of Work.

Task	Hours	Fee Estimate
Phase 4 – Optional Tasks		
Task 4.1 – Village Board and/or Plan Commission Workshop (time and expenses)	18	\$2,813.60
Task 4.2 – Focus Groups (time and expenses)	28	\$4,297.60
Task 4.3 – Open House (time and expenses)	24	\$3,539.60
Task 4.4 – Zoning Map Amendments (time and expenses)	40	\$5,219.00

X

X

X

Changes in Scope of Services

\$ 71,162.20

It is understood that if the scope or extent of work changes, the cost will be adjusted accordingly. Before any out-of-scope work is initiated, however, we will submit a budget request for the new work and will not begin work until we receive authorization from you.

Standard Terms and Conditions

The attached Standard Terms and Conditions (Attachment A) were agreed to in the current contract and will remain unchanged.

Acceptance/Notice to Proceed

A signed copy of this proposal, mailed or emailed to our office, will serve as acceptance of this proposal and our notice to proceed. The email address is mbrouse@srconsulting.com

We appreciate your consideration of this proposal and look forward to working with you on this project. Please feel free to contact us if you have any questions or need additional information.

Sincerely,

SRF Consulting Group, Inc.



Mitchell Brouse, AICP
Project Management



Jeff Knudson, PE
Project Director

Initials(MRB/JK)

Attachment(s):

Attachment A – Standard Terms and Conditions

Approved: Chad Pelishek

(signature)

Name

Title

Date

This cost proposal is valid for a period of 90 days. SRF reserves the right to adjust its cost estimate after 90 days from the date of this proposal.

Document1

ATTACHMENT A

STANDARD TERMS AND CONDITIONS

The Standard Terms and Conditions together with the attached Proposal for Professional Services constitute the entire Agreement between the CLIENT and SRF Consulting Group, Inc. ("SRF") and supersede all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

1. STANDARD OF CARE

- a. The standard of care for all professional services performed or furnished by SRF under this Agreement will be the care and skill ordinarily used by members of SRF's profession practicing under similar circumstances at the same time and in the same locality. SRF makes no warranties, expressed or implied, under the Agreement or otherwise, in connection with SRF's service.
- b. The CLIENT shall be responsible for, and SRF may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by CLIENT to SRF pursuant to this Agreement. SRF may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

2. INDEPENDENT CONTRACTOR

All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the CLIENT and SRF and not for the benefit of any other party. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SRF. SRF's services under this Agreement are being performed solely for the CLIENT's benefit, and no other entity shall have any claims against SRF because of this Agreement or the performance or nonperformance of services hereunder.

3. PAYMENT TO SRF

Invoices will be prepared in accordance with SRF's standard invoicing practices and will be submitted to the CLIENT by SRF monthly, unless otherwise agreed. Invoices are due and payable within thirty-five (35) days of receipt. If the CLIENT fails to make any payment due SRF for services and expenses within forty-five (45) days after receipt of SRF's invoice thereafter, the amounts due SRF will be increased at the rate of 1-1/2% per month (or the maximum rate of interest permitted by law, if less). In addition, SRF may, after giving seven days written notice to the CLIENT, suspend services under this Agreement until SRF has been paid in full of amounts due for services, expenses, and other related charges.

4. OPINION OF PROBABLE CONSTRUCTION COST

Any opinions of costs prepared by SRF represent its judgment as a design professional and are furnished for the general guidance of the CLIENT. Since SRF has no control over the cost of labor, materials, market condition, or competitive bidding, SRF does not guarantee the accuracy of such cost opinions as compared to contractor or supplier bids or actual cost to the CLIENT.

5. INSURANCE

SRF will maintain insurance coverage for Workers' Compensation, General Liability, Automobile Liability and Professional Liability and will provide certificates of insurance to the CLIENT upon request.

6. INDEMNIFICATION AND ALLOCATION OF RISK

To the fullest extent permitted by law, SRF agrees to indemnify and hold harmless the CLIENT, their officers, directors and employees against all damages, liabilities or costs (including reasonable attorneys' fees and defense costs) to the extent caused by SRF's negligent acts under this Agreement and that of its subconsultants or anyone for whom SRF is legally liable.

7. TERMINATION OF AGREEMENT

Either party may at any time, upon seven days prior written notice to the other party, terminate this Agreement. Upon such termination, the CLIENT shall pay to SRF all amounts owing to SRF under this Agreement, for all work performed up to the effective date of termination.

8. OWNERSHIP AND REUSE OF DOCUMENTS

All documents prepared or furnished by SRF pursuant to this Agreement are instruments of service, and SRF shall retain an ownership and property interest therein. Reuse of any such documents by the CLIENT shall be at CLIENT's sole risk; and the CLIENT agrees to indemnify, and hold SRF harmless from all claims, damages, and expenses including attorney's fees arising out of such reuse of documents by the CLIENT or by others acting through the CLIENT.

9. FORCE MAJEURE

SRF shall not be liable for any loss or damage due to failure or delay in rendering any service called for under this Agreement resulting from any cause beyond SRF's reasonable control.

10. ASSIGNMENT

Neither party shall assign its rights, interests or obligations under this Agreement without the express written consent of the other party.

11. BINDING EFFECT

This Agreement shall bind, and the benefits thereof shall inure to the respective parties hereto, their legal representatives, executors, administrators, successors, and assigns.

12. SEVERABILITY AND WAIVER OF PROVISIONS

Any provisions or part of the Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the CLIENT and SRF, who agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision. Non-enforcement of any provision by either party shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

13. SURVIVAL

All provisions of this Agreement regarding Ownership of Documents and Reuse of Documents, Electronic Media provisions, Indemnification and Allocation of Risk, and Dispute Resolution shall remain in effect.

14. DISPUTE RESOLUTION

CLIENT and SRF agree to use their best efforts to resolve amicably any dispute. In the event that a dispute cannot be resolved, upon the joint concurrence of the parties to the selection of a mediator, the dispute will be submitted to mediation.

15. CONTROLLING LAW

The laws of the state of Minnesota govern this Agreement. Legal proceedings, if any, shall be brought in a court of competent jurisdiction in the county where the Project is located.

16. SITE SAFETY

SRF shall not at any time supervise, direct, control or have authority over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for safety and security precautions and programs in connection with the work performed by any Contractor for the Project, nor for any failure of any Contractor to comply with laws and regulations applicable to such Contractor's work, since these are solely the Contractor's rights and responsibilities. SRF shall not be responsible for the acts or omissions of any Contractor or Owner, or any of their agents or employees, or of any other persons (except SRF's own employees and consultants), furnishing or performing any work for the Project, except as specifically outlined in SRF's scope of services.

17. GOVERNMENT DATA PRACTICES AND INTELLECTUAL PROPERTY RIGHTS

SRF shall comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to: (1) all data provided by the Client pursuant to this Agreement; and (2) all data, created, collected, received, stored, used, maintained, or disseminated by SRF pursuant to this Agreement. SRF is subject to all the provisions of the Minnesota Government Data Practices Act, including but not limited to the civil remedies of Minnesota Statutes Section 13.08, as if it were a government entity. In the event SRF receives a request to release data, SRF will immediately notify the Client. The Client will give SRF instructions concerning the release of the data to the requesting party before the data is released.

