

Exhibit A



VANDEWALLE &
ASSOCIATES INC.

February 5, 2025

Agreement for Zoning Code Rewrite Services

THIS AGREEMENT is made and entered into by and between the “Client” City of Watertown, Wisconsin, and VANDEWALLE & ASSOCIATES, Inc., Madison, Wisconsin, a professional planning and design firm. For purposes of this Agreement, the “Project” is defined as providing the City with Zoning Code Rewrite Services.

Article I Scope of Work

- A.** VANDEWALLE & ASSOCIATES agrees to provide the following “Services”:

WORK ELEMENT ONE: PROJECT MANAGEMENT AND COMMUNICATION

Task 1.1: Virtual Monthly Staff Meetings (18)

Established at the beginning of the process, regularly scheduled virtual update meetings throughout the process with City Staff.

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Shaping places, shaping change

Task 1.2: Virtual Staff Working Sessions (4)

In-Person 2-hour working sessions throughout the project to review and discuss key draft deliverables as they are produced.

Deliverables: Facilitated discussions, meeting agendas and review materials, and follow up materials

WORK ELEMENT TWO: PUBLIC PARTICIPATION AND OUTREACH

Task 2.1: In-Person Plan Commission Review and Input Meetings (6)

Regular updates and milestone project deliverables review meetings with the Plan Commission. This will occur throughout each Work Element.

Task 2.2: In-Person City Council Review and Input Meetings (2)

Regular updates and milestone project deliverables review meetings with the City Council. This will occur throughout each Work Element.

Task 2.3: In-Person Focus Group Meetings (2)

Facilitate two-in-person Focus Group meetings with a small group of stakeholders identified by City Staff. The two meetings will occur with the same group of stakeholders at two different times throughout the project.

Task 2.4: In-Person Public Open House (1)

Hold an in-person public open house to present the public draft of the zoning code and discuss key policy changes with the public.

Deliverables: Facilitated discussions, meeting agendas, review materials, and presentations, and follow up materials

WORK ELEMENT THREE: DRAFT ZONING DISTRICTS, LAND USES, AND BULK DIMENSIONSTask 3.1: Prepare Draft #1 Zoning Districts and Land Use Tables

Prepare Draft #1 Zoning Districts and Land Use Tables: Creation of draft new Zoning Districts, their associated bulk dimensions, land uses, and permitted and conditional land uses within each district.

Task 3.2: Prepare Draft #2 Zoning Districts and Land Use Tables

Prepare Draft #2 Zoning Districts and Land Use Tables: Revisions to the Draft Zoning Districts and Land Use Tables based on the feedback provided by City Staff and the Plan Commission.

Task 3.3: Testing Draft Zoning Districts on Initial Draft Zoning Map

Testing Draft Zoning Districts: VANDEWALLE & ASSOCIATES will assist City Staff in testing the draft Zoning Districts on a preliminary draft Zoning Map by providing guidance on the strategy and process. VANDEWALLE & ASSOCIATES will produce the preliminary draft Zoning Map and provide it to City Staff with comments, questions, or issues identified. VANDEWALLE & ASSOCIATES will facilitate a meeting with City Staff to review the preliminary Draft Zoning Map and discuss any changes needed to the draft Zoning Districts.

Deliverables: Draft zoning district translation table (existing vs. proposed), draft zoning district details breakdown, draft bulk dimension and land use tables (2 iterations), initial test draft zoning map, facilitated discussion, and meeting materials.

WORK ELEMENT FOUR: ZONING MAP

Task 4.1: Prepare Draft(s) and Adopted Zoning Map

Prepare Draft(s) and Adopted Zoning Map: Consultant-led development and creation of the new Zoning Map utilizing our time-tested approach in association with the preparation of the draft Zoning Code. This will include multiple iterations of the map to be reviewed and revised based on City Staff, Plan Commission, City Council, and public feedback gathered throughout the process. GIS Shapefiles of the new Zoning Map will be provided to the City.

Task 4.2: Prepare Zoning Map Mailing Notices

Prepare Zoning Map Mailing Notices: During Work Element Six, create and mail notice letters to individual property owners where a substantial zoning change is proposed (downzoning or upzoning). City Staff to primarily field questions and comments from property owners in response to the notices to inform changes to the Draft Zoning Map prior to seeking adoption.

Deliverables: Draft zoning ordinance translation map (existing vs. proposed), draft zoning maps (3 iterations), adopted zoning map (1), zoning change mailing letters and mailing list, summary of mailing notice feedback received.

WORK ELEMENT FIVE: DRAFT ZONING CODE DEVELOPMENT

Task 5.1: Prepare Part 1 of Draft Zoning Code

Prepare Part 1 of Draft Zoning Code: Using our recently completed codes as a starting point (which are current with statutory and case law directives), a highly customized Draft Zoning Code text will be prepared including:

- Definitions
- Zoning Districts (land uses and bulk dimensions)

- Land Use Regulations (all land use definitions and standards)
- Bulk Regulations (unique bulk standard situations)
- Nonconforming Situations (uses, lots, structures, etc.)

Task 5.2: Part 1 Policy Decision Guide

Part 1 Policy Decision Guide: Key policy questions will be identified, and a policy decision guide will be produced for use during City Staff working sessions and Plan Commission review and input meetings.

Task 5.3: Revised Part 1 of Draft Zoning Code

Revised Part 1 of Draft Zoning Code: Based on feedback from City Staff and the Plan Commission, Part 1 will be revised to reflect policy decision guide determinations.

Task 5.4: Prepare Part 2 of Draft Zoning Code

Prepare Part 2 of Draft Zoning Code: Using our recently completed codes as a starting point (which are current with statutory and case law directives), a highly customized Draft Zoning Code text will be prepared including:

- Performance Standards (access, visibility, parking, parking lots, noise, lighting, etc.)
- Points-based Landscaping and Bufferyard Regulations (lots, buildings, parking, etc.)
- Exterior Building Design Requirements (design standards for new development, additions, etc.)
- Sign Code (all sign regulations)
- Procedures and Administration (notices, amendments, CUPs, site plan review, etc.)

Task 5.5: Part 2 Policy Decision Guide

Part 2 Policy Decision Guide: Key policy questions will be identified, and a policy decision guide will be produced for use during City Staff working sessions and Plan Commission review and input meetings.

Task 5.6: Revised Part 2 of Draft Zoning Code

Based on feedback from City Staff and the Plan Commission, Part 2 will be revised to reflect policy decision guide determinations.

Deliverables: Draft zoning code part 1 and 2 (2 iterations), draft policy decision guides, internal review documents/guides

WORK ELEMENT SIX: ZONING CODE AND MAP REVIEW AND ADOPTION

Task 6.1: Prepare Public Draft of Zoning Code

Combining the revised versions of Part 1 and 2, the Public Draft Zoning Code will be produced. This draft will be reviewed by City Staff, other City Committees, the public, the Plan Commission, and City Council.

Task 6.2: Prepare Executive Summary of the Draft Zoning Code and Map

Create an Executive Summary document to explain and illustrate a simplified and easy to digest list of key changes, approaches, property owner impacts, and overall user-guide for the Draft New Zoning Ordinance and Map. The document will be posted to the Project Website and used in all public participation meetings.

Task 6.3: Prepare Final Draft Zoning Code

Following all public participation events and review meetings, the Final Draft Zoning Code will be produced for use in the adoption meetings.

Task 6.4: In-Person Plan Commission Public Hearing to Recommend Adoption

Presentation and attendance at the Plan Commission public hearing to gather public feedback on the Final Draft Zoning Code and seek a recommendation for adoption.

Task 6.5: In-Person City Council Adoption Meeting

Presentation and attendance at the City Council meeting to seek formal adoption of the Final Draft Zoning Code.

Task 6.6: Prepare and Provide Adopted New Zoning Ordinance and Map

Provide City Staff with the adopted version of the Zoning Code in all required City formats and model applications and how-to guides for each zoning procedure associated with the new code.

Deliverables: public and final draft zoning codes (2 iterations), executive summary of new zoning code and map, facilitated discussions, meeting agendas, review materials, and presentations, and follow up materials

- B. Additional Services, beyond those stated in Article I.A., may be provided through a “Work Order”.
- C. VANDEWALLE & ASSOCIATES agrees to provide its professional Services in accordance with generally accepted standards of its profession.

Article II Client's Responsibilities

- A. Client agrees to provide VANDEWALLE & ASSOCIATES with all base maps, blueprints, aerial photos, studies, reports, and ordinances needed to complete these Services. VANDEWALLE & ASSOCIATES may reasonably rely on the accuracy and completeness of these items. Client agrees to provide these items and to render decisions in a timely manner so as not to delay the orderly and sequential progress of VANDEWALLE & ASSOCIATES Services.
- B. The administrative liaison between VANDEWALLE & ASSOCIATES and the Client will be Brian Zirbes, Zoning Administrator.
- C. Client agrees that the following individuals are approved to authorize Additional Services via a Work Order:

Name	Title

- D. Client understands that any work product delivered in electronic form under this Agreement may require Client to use certain third-party hardware and/or software products. Client shall be solely responsible for obtaining licenses to use such third-party software. VANDEWALLE & ASSOCIATES makes no warranties or representations as to the quality, capabilities, operations, performance or suitability of any third-party hardware or software including the ability to integrate with any software currently in use by the Client. Client acknowledges that the quality, capabilities, operations, performance, and suitability of any third-party hardware or software lie solely with Client and the vendor or supplier of that hardware or software.
- E. If Client makes any modifications to Deliverables, Client shall either 1) obtain the prior written consent of VANDEWALLE & ASSOCIATES; or 2)

remove VANDEWALLE & ASSOCIATES name from the Deliverables. In the event that Client selects option #2, VANDEWALLE & ASSOCIATES shall not be liable or otherwise responsible for such modifications or their effect on the results of the implementation of the recommendations contained in such Deliverables.

Article III Estimated Schedule

- A. Services in this Agreement shall commence from date of execution, and be in effect through December 31, 2026, unless the parties agree otherwise.
- B. VANDEWALLE & ASSOCIATES shall render its Services as expeditiously as is consistent with professional skill and care. During the course of the Project, anticipated and unanticipated events may impact the Project schedule and VANDEWALLE & ASSOCIATES shall not be responsible for any delays caused by factors beyond its reasonable control.

Article IV Costs and Payment

- A. All work will be completed on a time and materials basis with the budget for the Project not to exceed \$90,000. Client acknowledges that significant changes to the Project schedule, budget or Project's scope may require Additional Services for which the parties may (but are not required to) enter into a separate Work Order (see Article I.B.).
- B. Invoice charges to the Client are divided into these two elements:
 - 1. Professional Fees.
Charged for all Services rendered at current billing rates as listed in Attachment One.
 - 2. Reimbursable Expenses.
 - a. Most will be invoiced at cost, including travel and all in-house charges.

- b. Some Reimbursable Expenses will be charged at cost multiplied by 1.1. These are limited to items charged through a third-party vendor. Examples of these would include: printing, reproduction, and delivery charges.
- C. VANDEWALLE & ASSOCIATES shall send Client an invoice for Professional Fees and Reimbursable Expenses once a month. Client shall pay VANDEWALLE & ASSOCIATES the amounts due under such invoice upon receipt of such invoice. A service charge of 1% per month may be charged on all amounts more than 30 days after date of invoice.

Article V Termination

- A. Either Client or VANDEWALLE & ASSOCIATES may terminate this Agreement upon seven days written notice.
- B. If terminated, Client agrees to pay VANDEWALLE & ASSOCIATES the hourly rates for all Services rendered and Reimbursable Expenses incurred, up to the date of termination.
- C. Upon not less than seven days' written notice, VANDEWALLE & ASSOCIATES may suspend the performance of its Services if Client fails to pay VANDEWALLE & ASSOCIATES in full for Services rendered or Reimbursable Expenses incurred. VANDEWALLE & ASSOCIATES shall have no liability because of such suspension of service or termination due to nonpayment.

Article VI Dispute Resolution

VANDEWALLE & ASSOCIATES and Client agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises. In no event shall any demand for mediation be made after such claim or dispute would be barred by the applicable law.

Article VII Intellectual Property; Confidentiality

- A. Except as otherwise provided by law: upon payment in full by Client to VANDEWALLE & ASSOCIATES for Services rendered and Reimbursable Expenses incurred pursuant to this Agreement, VANDEWALLE & ASSOCIATES shall grant Client a non-transferable, non-exclusive, perpetual license to use any and all Work Product developed or produced by VANDEWALLE & ASSOCIATES pursuant to this Agreement. As used in this Agreement, “Work Product” means all inventions, processes, data, documents, drawings, records, and works of authorship, whether or not copyrightable or patentable, that are originated or prepared by VANDEWALLE & ASSOCIATES in the course of rendering the Services under this Agreement. Until Client pays VANDEWALLE & ASSOCIATES in full for Services rendered and expenses incurred pursuant to this Agreement, Client may not use any Work Product to complete the Project with others unless VANDEWALLE & ASSOCIATES is in material breach of this Agreement.
- B. Except as otherwise provided by law: Client shall not communicate, publish, or otherwise disclose to a third party or authorize or induce anyone else to use, communicate, publish, or otherwise disclose, any nonpublic information pertaining to VANDEWALLE & ASSOCIATES, including, without limitation, any information relating to pricing, products, or ideas of VANDEWALLE & ASSOCIATES. Until VANDEWALLE & ASSOCIATES is paid in full by Client for Services rendered and expenses incurred pursuant to this Agreement, Client shall not communicate, publish, or otherwise disclose to any third party, any information pertaining to or summaries of the Work Product.

Article VIII Miscellaneous Provisions

- A. Wisconsin law governs this Agreement (without regard to its conflict of law principles or rules of construction concerning the draftsman hereof).
- B. This Agreement is the entire and integrated agreement between the Client and VANDEWALLE & ASSOCIATES, and supersedes all prior negotiations, statements or agreements, either written or oral, with regard to its subject

matter. This Agreement may be amended only by written instrument signed by both Client and VANDEWALLE & ASSOCIATES. Neither party can assign this Agreement without the other party's prior written permission.

- C. Notwithstanding any other term in this Agreement, VANDEWALLE & ASSOCIATES shall not control or be responsible for another party's means, methods, techniques, schedules, sequences or procedures, or for construction safety or any other related programs.
- D. In the event that any suit or action is instituted to enforce any provision in this Agreement, the prevailing party in such dispute shall be entitled to recover from the losing party all fees (including legal and accounting fees), costs and expenses of enforcing any right of such prevailing party under or with respect to this Agreement, including without limitation, all costs of appeals. For purposes of this provision, "prevailing party" shall include a party that dismisses an action in exchange for payment of the sum allegedly due, performance of covenants allegedly breached, or consideration substantially equal to the relief sought in the action or proceeding.
- E. VANDEWALLE & ASSOCIATES reserves the right to include representations of the Project in its promotional and professional materials.

IN WITNESS WHEREOF, the parties hereto entered into this Agreement as of the latest date noted, below.

City of Watertown

By:

Signature of Authorized Representative

Date

Printed Name

Title

VANDEWALLE & ASSOCIATES

By:

Nonna Anderson

Nonna Anderson, Business Manager

Date

ATTACHMENT ONE
FEE SCHEDULE

	<u>Hourly Rates</u>
Company President	\$250 <i>to</i> \$350
Principal	\$225 <i>to</i> \$300
Associate	\$130 <i>to</i> \$175
Assistant	\$110 <i>to</i> \$125
GIS Analyst/Cartographer	\$110 <i>to</i> \$125
Communications Specialist	\$70 <i>to</i> \$125
Project Assistant	\$45 <i>to</i> \$75