

TO: Mayor Dahlquist
City Council

FROM: Becky Babb, Planning Manager
Christine Howe, Grants Manager
Jim Anglesey, Long Range Planner

DATE: Meeting of August 20, 2026

RE: Agreement Between City of Pocatello and Town Planning and Urban Design
Collaborative, LLC (TPUDC)

The Planning and Development Services Department, under the direction of City Council, and pursuant to the Pocatello Comprehensive Plan, needed to rewrite Title 17 of the Pocatello City Code to align with the City's adopted long-range plan goals. The vision element for Authentic and Affordable Neighborhoods includes a goal to Develop form-based code standards to guide new development within each neighborhood.

The plan includes extensive engagement, data collection, and deliverables. The City conducted a competitive Request for Proposals (RFP) procurement process for a Consultant to conduct this work.

The City conducted the RFP and received seven responsive and responsible proposals for the services from: Kimley Horn, Logan Simpson, Makers, Stantec, TPUDC, Great West Engineering and Sunrise Engineering. The proposals were scored using established evaluation criteria, including an interview of the top two proposals and Town Planning and Urban Design Collaborative, LLC was deemed the most highly qualified for the scope of services requested in the RFP.

City Council may wish to award the contract and authorize the Mayor to sign all pertinent documents for a professional services agreement between the City and TPUDC, LLC.

If you have questions or would like more information about the agreement, please do not hesitate to contact me at becky.babb@pocatello.gov or 208-234-6278.

To: City Council and Mayor
From: Matt Kerbs, Deputy City Attorney *MK*
Date: August 4, 2026
Re: RFP Award and Agreement with TPUDC

I have reviewed the above referenced documents and have no legal concerns with Council awarding the RFP to Town Planning & Urban Development Collaborative LLC (TPUDC), and authorizing the Mayor to sign the Agreement associated with the award. TPUDC was the deemed the most highly qualified for this Request for Proposal.



Agreement

This Agreement (this “Agreement”) is by and between the City of Pocatello, Idaho (“Client”) and Town Planning & Urban Design Collaborative LLC (“TPUDC”) (“Consultant”) entered into on _____, 2026.

Preamble

The Client has asked TPUDC to assist with services related to the City of Pocatello, Idaho Title 17 Zoning Regulations Code Rewrite (the “Project”), which are more fully described below, and the Consultant has agreed to provide such services.

This Agreement contains the following Appendices:

- A. Scope of Services
- B. Rate Schedule
- C. Background Information
- D. Fee Schedule

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Scope of Services

The Consultant shall perform the scope of services as identified in **Appendix A: Scope of Services**.

B. Fee and Billing

- B.1. The Consultant will provide the services described in **Appendix A: Scope of Services** for a fee not to exceed \$199,995 plus hourly for Tasks 6.2 and 7.3, including expenses.
- B.2. The Consultant shall invoice the Client monthly based on the percentage of Services completed for each Phase as of the invoice date as detailed in **Appendix D: Fee Schedule**.
- B.3. Invoices for services rendered and expenses incurred pursuant to this Agreement shall be due as within thirty (30) days of receipt by Client. Any invoice unpaid after sixty (60) days of submission to Client shall bear interest at the rate of 1.5% compounded monthly.

C. Format of Final Documents

Consultant shall provide final work products to Client in a digital file format.

D. Additional Services and Changes to the Scope of Services

The Consultant’s undertaking to perform professional services extends only to the services specifically described in **Appendix A: Scope of Services**. Any services not specifically provided for in the Scope of Services will be considered an Additional Service and performed on a labor fee plus expense basis using the hourly rates presented in **Appendix B: Rate Schedule** of this Agreement.

Any changes or additions to the Scope of Services described in this Agreement shall not be authorized unless documented in writing by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Modify the Scope of Services; (2) Adjust the total fees, if any; (3) Reallocate fee from one phase or task to another; and/or (4) Change the project schedule, as appropriate. If Client requests in writing that any task of Consultant called for under the Scope of Services will not be required, the task will be deemed to have been satisfied and the budgeted amount for such task will be invoiced and payable as if such task had been performed.

E. Client's Responsibilities

E.1. Client shall be responsible for the following items in conjunction with the Project:

- a. Designate in writing a person to act as its representative (Designated Client Representative) with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b. Client will provide, on a timely basis, the background information in **Appendix C: Background Information**, and any other information that Consultant may reasonably request. Any requests for Consultant to produce or provide additional background information which is due to certain materials being unavailable shall be discussed with the Client. If the parties mutually agree that additional information is needed, the production of the information shall be considered Additional Services.
- c. Client will provide supplementary information that may be requested by the Consultant from time to time during the course of the Project.
- d. The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client. Any revisions to consultant's deliverables caused by inaccurate, outdated, or incomplete information provided by the Client, will be considered an Additional Service.
- e. Client will coordinate and secure locations to conduct all public outreach and engagement events and meetings.
- f. Client will widely promote all outreach events in a manner agreed upon with Consultant.
- g. Client will print, or have printed, all project-related marketing collateral, documents, and maps.
- h. Client will be responsible for providing event refreshments at Client's discretion.
- i. Client will attend in person or by teleconference all scheduled project meetings with Consultant.
- j. Client will attend the Codeapalooza™ at specific times scheduled in advance.
- k. The Client shall endeavor to avoid scheduling difficulties by providing the Consultant with thirty (30) days' notice of anticipated meetings and deadlines.

F. Review Period Procedures

F.1. Client Draft Review Procedures

Following delivery of the Client Review Draft, the Client shall have a Client Draft Review Period of sixty (60) calendar days. During this period, Planning & Development Services Staff shall conduct a cursory review of the Client Review Draft. On or before the final day of the Client Draft Review Period, the Designated Client Representative shall provide to the Consultant a single, consolidated set of all of Planning & Development Services Staff's requested revisions, if any. Each such revision shall be a specific direction and include the specific language for the applicable addition, revision, and/or deletion.

All of Planning and Development Services Staff's comments shall be submitted to the Consultant using Adobe's commenting tools within the PDF. Only one (1) consolidated document with Planning & Development Services Staff's comments will be accepted; multiple, duplicative, or conflicting comment sets will not be reviewed. Planning & Development Services Staff's comments shall be limited to those provided at the end of the Client Draft Review Period. Revisions to the Client Review Draft will be provided by the Consultant to Planning & Development Services Staff in PDF format within the subsequent draft of the document.

The purpose of the Client Review phase is quality assurance and consistency checking. It is not intended for revision of document structure or content previously approved on behalf of the Client or for re-evaluation of ordinance content or policy direction. Planning & Development Services Staff's requested revisions to the Client Review Draft shall be limited to scriveners' or substantive errors or oversights related to topics and items previously agreed upon and signed off on by Planning & Development Services Staff ("Minor Revisions").

Requested revisions proposing stylistic changes, reorganization, reformatting, re-numbering, re-lettering, rewording, additional diagrams/illustrations, introduction of new topics or concepts, or

policy changes, and any revisions in excess of a reasonable number, shall not be considered Minor Revisions, will not be incorporated into the document as part of the Client Review phase, will be made only in the Consultant's sole discretion and only as Additional Services, and will be billed accordingly at the Consultant's standard hourly rates.

F.2. Public Draft Review Procedures

Following the delivery of the Public Draft, a Public Review Period with a duration of thirty (30) days will commence during which elected and appointed officials, stakeholders, and the general public will provide comments to the Designated Client Representative. The Public Review Period is intended only to provide revisions brought forward by the public and not additional Staff revisions.

Upon closing of the Public Review Period, Staff will have ten (10) days to organize and reconcile all public feedback into one set of PDF comments. On the final day, if not sooner, the Designated Client Representative will provide the requested revisions, if any, to the Consultant for incorporation into the Final Draft of the revised Zoning Ordinance. All requested revisions must be specific, directive, and consolidated, as only one set of public revisions will be accepted.

Requested revisions proposing stylistic changes, reorganization, reformatting, renumbering or re-lettering additional diagrams/illustrations, rewording, introduction of new topics or concepts, or policy changes, and any revisions in excess of a reasonable number, shall not be considered Minor Revisions, will not be incorporated into the document as part of the Public Review phase, will be made only in the Consultant's sole discretion and only as Additional Services, and will be billed accordingly at the Consultant's standard hourly rates.

F.3. Additional Review Procedures

Without limitation to paragraphs F.1 and F.2, additional edits requested outside the respective Review Period, as well as revisions to the code diagram(s)/illustration(s), perspective drawing(s) and/or illustrative plan(s) will be considered Additional Services.

If no requests for revisions from the Client are received by the Consultant by the end of business on the final day of each respective Review Period, this will indicate that the Client has no revisions to request, and the Consultant is authorized to begin work on the next phase of work. If the Client requests one or more review period or additional review periods, the associated work and additional revisions will be considered Additional Services, and the project deadline and fee will be adjusted accordingly. If requested by the Client, the Consultant may, in its sole discretion, agree to extend a review period. If an extension is allowed, the project timeline will be adjusted, and all associated work including without limitation the time needed for the Consultant to refamiliarize itself with the project will be considered an Additional Service and will be billed accordingly.

G. Use of the Documents

The Documents shall be used solely in matters relating to this Agreement. The Consultant and the Client shall be deemed the authors of the Documents and shall retain all common law, statutory, and other reserved rights including copyright.

H. Delay or Prevention of Provision of Services Not the Fault of the Consultant

Consultant shall not be responsible for delay or failure to perform and will not be liable for the consequences of any of the following, if performance of the Services is delayed or prevented due to an unforeseen condition or event beyond the Consultant's control, including but not limited to: a natural disaster, federal or local pandemic protocols in the vicinity of the study area, any one of Consultant's offices, the offices of any one of Consultant's or in an area through which any member of the Consultant team may be traveling in order to provide Services; the sickness, injury or death of Consultant personnel or their consultants or a family member of either.

I. Termination

- I.1. If the Client fails to make payment when due for Services and/or any reimbursable expenses as previously specified herein or otherwise fails to comply with any of Client's obligations under this Agreement, the Consultant may, upon thirty (30) days' written notice and an opportunity for Client to cure, terminate this Agreement. Unless payment in full is received by the Consultant within thirty (30) days of the receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.
- I.2. The Client may terminate this Agreement for cause after giving the Consultant written notice and an opportunity to cure.
- I.3. In the event of termination, the Client shall forfeit all rights to receive additional copies of documents previously received by the Client.
- I.4. In the event this Agreement is terminated by either party, Client shall pay Consultant for all direct costs and Services and/or work undertaken in performance of its obligations hereunder up to the date of termination, including any Services performed or expenses incurred but not completed or invoiced as of the date of termination.

J. Publication

- J.1. The Consultant shall have the right to include representations of the Project, or the work performed by the Consultant, including photographs, among promotional and professional materials.
- J.2. The Client shall provide professional credit to the Consultant in all of the Client's promotional materials for or depicting any work performed by the Consultant in connection with the Project.
- J.3. If the Client publishes or causes to be published photographs or other representations related to the Project, the Client agrees to include reference to the Consultant as follows: "Credit: Town Planning & Urban Design Collaborative LLC, www.tpudc.com".

K. Arbitration and Litigation

- K.1. In the event any dispute arises between the Client and the Consultant in connection with the Agreement or services provided pursuant to the Agreement, the Client and the Consultant agree to submit the dispute to binding arbitration by an arbitrator mutually selected by the parties.
- K.2. In the event of arbitration or litigation between the Client and the Consultant arising under, related to, or in connection with the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.
- K.3. The Client shall indemnify and hold harmless the Consultant from all liability, claims, damages, costs, and expenses, including attorney's fees, incurred by, demanded, or asserted against the Consultant by third parties as a result of the Consultant's participation in providing services to the Client and/or the Project. As part of said indemnification, the Client shall provide the Consultant, at the sole cost and expense of the Client, with legal counsel to defend against any and all such claims.

L. Miscellaneous Provisions

- L.1. This Agreement shall be governed by the law of the State of Tennessee in the United States of America.
- L.2. The duties, responsibilities, and limitations of authority of the Consultant under this Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Consultant.
- L.3. The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to this Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of this Agreement. Neither the Client nor the Consultant shall assign this Agreement without the written consent of the other.
- L.4. The Agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant.

- L.5. Nothing contained in this Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- L.6. The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval at least fourteen (14) days prior to execution. The Client shall not request, and Consultant shall not be required, to provide certifications that would require knowledge or services beyond the scope of this Agreement.
- L.7. Title and paragraph headings are for reference and are not part of this Agreement.
- L.8. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall rule.
- L.9. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- L.10. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined to be invalid, illegal, or otherwise unenforceable, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary to conform with law, or else the same shall be deemed severable. In any event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- L.11. The appendices attached hereto are made a part hereof as if fully set forth herein.
- L.12. All notices and communications given pursuant to this Agreement shall be in writing and delivered by email, personal service, or by registered mail to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personal served; or, if by mail, on the fifth day after being post-marked or the date of the actual receipt, whichever is earlier. Notification via email shall be deemed given when an electronic delivery receipt is received by the sender.

Client:

City of Pocatello, Idaho
Attention:
911 N 7th Avenue
Pocatello, ID 83201
xxx@pocatello.gov

Consultant:

Town Planning & Urban Design Collaborative LLC
Attention: W. Brian Wright
1027 Westhaven Boulevard
Franklin, Tennessee 37064
[mailto: brian@tpudc.com](mailto:brian@tpudc.com)
with cc: jessica@tpudc.com

M. Signatures

If you concur in all the foregoing and wish to direct us to proceed with the Services, please have authorized persons execute this Agreement in the spaces provided below, retain one (1) copy, and return another to us for our files. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

ACCEPTED AND AGREED:

Client:

City of Pocatello, Idaho

Consultant:

Town Planning & Urban Design Collaborative LLC

Name:

Title:

Date:

W. Brian Wright

Principal

Date:

N. Appendices

APPENDIX A: SCOPE OF SERVICES

PHASE 0: GENERAL COORDINATION & PROJECT MANAGEMENT

Task 0.1: General Coordination and Project Management

Effective project management is the foundation of a successful and on-time code update. Throughout the duration of the project, the Consultant will provide ongoing coordination and project management to ensure that all phases, tasks, and deliverables are completed on schedule and within budget. The Consultant will designate a single Project Manager as the primary point of contact for day-to-day coordination, responsible for managing the project schedule, tracking budget status, and ensuring that all team members are aligned on scope, timeline, and deliverable expectations. The Team will establish clear lines of communication with City staff at project kickoff, including regular check-in calls, a shared project schedule, and a defined process for reviewing and approving deliverables.

PHASE 1: PROJECT INITIATION

Task 1.1 Project Initiation Meeting

The Consultant will conduct goal-setting meeting with the Client to identify and confirm overarching goals for the Project. This meeting will cover a multitude of topics such as:

- Clarification and creation of Client/Team interface and collaborative structure;
- Project organization;
- Staff coordination;
- Procedures for sharing information;
- Goals based on the Client's perspective;
- Goals based on the Consultant's perspective;
- Discussion of Project Schedule;
- Discussion of local initiatives and special interest groups;
- Client aspirations;
- Initial assessment of available and missing data;
- Establishment of measures of success;
- Discussion of outreach objectives and strategy;
- Identification of stakeholders;

This meeting will be conducted virtually via Zoom.

Task 1.2 Project Management Plan

The Consultant will create a Project Management Plan that identifies the roles of all project team members and sets out in detail the refined Project Scope and Project Schedule, including all Tasks and major milestones.

Task 1.3 City Tour

The Consultant will conduct a reconnaissance tour of the City with City Staff as our guide. During the tour, the Team will observe and document existing conditions across a range of contexts, including the historic downtown core, commercial and mixed-use corridors, established residential neighborhoods, suburban areas, and sites identified as opportunity areas in Comprehensive Plan 2040. Observations will inform the diagnostic assessment and the development of the regulatory framework. This Tour will be conducted during the same trip as the Codeapalooza.

PHASE 2: EXISTING CONDITIONS DOCUMENTATION

Task 2.1 Review Existing Materials

Current and completed planning documents and studies will be inventoried and reviewed to ensure that the Consultant's work builds upon existing knowledge. Documents to be reviewed include, but are not limited to:

- Title 17 and related chapters

- Comprehensive Plan 2040
- Downtown Development Plan
- Parks, Open Space and Trails Plan
- Housing Plan
- Other relevant documents as identified by City Staff

Task 2.2 Zoning and Regulatory Framework Analysis – Macroscale Analysis (Code Diagnosis and Assessment)

The Consultant will conduct a comprehensive diagnostic assessment of Pocatello’s existing Title 17. The assessment will evaluate the current code across multiple dimensions, including consistency with the adopted policy direction of Comprehensive Plan 2040 and related plans, clarity and usability for applicants, staff, and the public, development review procedures and approval processes, zoning district structure and use allowances, bulk area and dimensional standards, definitions, and compliance with applicable state and federal requirements.

Task 2.3 Community Form and Character Analysis – Microscale Analysis

The Consultant will conduct an analysis of Pocatello’s physical form, development patterns, and built character across the full range of contexts present in the city, from the historic fabric of the downtown core to the commercial corridors, to the residential neighborhoods and suburban areas that define the broader community. This analysis will include synoptic surveys of representative streets and districts, documenting measurable dimensions and observable character elements including building placement, height, massing, setbacks, frontage conditions, parking configurations, and streetscape character. These surveys provide the baseline data for calibrating development standards in the updated code. Findings will inform zone district structure, development standards, and design guidelines.

Task 2.4 Generate Necessary Background Maps

The Consultant will work with City staff to prepare base maps for use during community engagement events and throughout the project. Maps will be developed from GIS base layers provided by the City and will include relevant data layers such as parcel boundaries, existing zoning, existing regulatory layers including sensitive lands and slopes, existing development patterns and framework including neighborhoods, districts, and corridors, historic growth analysis, figure-ground analysis, and other information needed to support productive community conversations about code and design issues. Maps will be formatted for both large-format in-person display and digital use and will be prepared in ArcGIS Pro and compatible with City systems.

PHASE 3: VISIONING / COMMUNITY AND STAKEHOLDER ENGAGEMENT

Task 3.1 Public Outreach and Engagement Plan

The Consultant will develop a comprehensive Public Outreach and Engagement Plan in collaboration with City staff that establishes the strategy, methods, and schedule for community involvement throughout the project. The Plan will identify key stakeholder groups and targeted outreach audiences, establish the timing and format of engagement events tied to project milestones, and outline methods and materials for reaching a diverse cross-section of the community.

Task 3.2 Interdepartmental Meeting

The Consultant will facilitate an interdepartmental meeting with representatives from relevant City departments to gather input on departmental priorities, identify operational code concerns, and ensure that the updated regulations reflect the full range of City functions and services. This meeting will be conducted virtually via Zoom.

Task 3.3 Steering Committee Work Sessions

The Consultant will support the establishment and ongoing facilitation of a project Steering Committee in coordination with City staff. The Steering Committee will provide advisory guidance at critical decision points throughout the project. We recommend that Steering Committee meetings be scheduled to align with the following project milestones:

- Kick-Off Meeting, to introduce the project, confirm goals, and establish working relationships
- Post Background Research Meeting, to review diagnostic findings and project priorities
- Public Draft Meeting, to review the draft code and provide feedback
- Pre-Adoption Meeting, to review final revisions and prepare for adoption hearings

These meetings will be conducted virtually via Zoom.

Task 3.4 Elected Official / Policy Maker Interviews

The Consultant will conduct one-on-one interviews with members of the Planning and Zoning Commission and City Council. These interviews will be conducted virtually via Zoom. The Client will arrange all meeting dates and times in coordination with the Consultant.

Task 3.5 Project Branding

The Consultant will work with City Staff to develop a Project brand (name and logo) to ensure the community knows about the Project and actively participates in the process.

Task 3.6 Marketing Materials

The Consultant will create marketing materials (poster/postcard) for the Public Kickoff Event, Codeapalooza, and Presentation of Public Draft. The Client will be responsible for printing and distributing the materials created by the Consultant.

Task 3.7 Online Engagement

The Consultant will create a website for the project that includes interactive tools and document libraries that allow community members to engage on their own schedule. The website will go live prior to the Codeapalooza and will remain live until the adoption process. The Consultant will update the website at major milestones such as Codeapalooza and the public draft release.

Task 3.8 Public Kickoff Event

The Consultant will facilitate a public presentation that will serve as the initial community introduction to the project. It will be used to provide a brief overview of the process and give the community an understanding of the project. This presentation will be held virtually.

Task 3.9 Public Design Charrette/Codeapalooza™

The Consultant will conduct a 4-day in-person Codeapalooza™ workshop for the Project. The schedule will include multiple presentations, technical roundtable discussions, public input sessions, and client meetings, as outlined below. The Client will be responsible for securing the event location(s).

Task 3.9.1 Public Presentation & Hands-On Workshop (Day 1)

On the first evening, the Consultant will deliver an introductory presentation on the principles of planning and zoning, and other topics relevant to the Project, and will outline the process moving forward. This portion of the meeting will also provide an opportunity for the public to ask questions. Comment cards will be available at the meeting as well.

Following the presentation, the Consultant will facilitate a hands-on workshop where the public will be invited to contribute their ideas, working over base maps to identify how they might like to see the area evolve in the future, and discuss any other concerns or ideas they may have relating to the new Code or development in the City.

Task 3.9.2 Topical Meetings (Day 2-3)

During the first two-days of the Codeapalooza, the Consultant will facilitate a series of focused topical meetings organized around key issue areas of the code update. Topics may include housing diversity and affordability, neighborhood character, mixed-use development, open space and sensitive lands, design and building form, and other subjects identified through diagnostic and engagement work. The meeting topics and times will be decided in coordination with the Client.

Task 3.9.3 City Attorney Meeting (Day 1 or 2)

The Consultant's Director of Coding and Land Use Attorney will meet with the City Attorney during the Codeapalooza to review legal parameters for the code update, discuss applicable state and local requirements, and identify legal constraints or opportunities that should inform the regulatory framework. This meeting ensures that the updated code is legally sound, defensible, and consistent with Idaho law.

Task 3.9.4 Open Studio (Day 2-4)

Over the course of the Codeapalooza™, the Consultant and participating City Staff will work from a space centrally located within the City. This space will function as our office, meeting room, gallery, and studio. Consultant team members will be available to engage with the community, answer questions, and accept feedback and ideas. The Client will be responsible for securing the studio space and all associated expenses, as well as providing materials and office supplies/furniture such as tables, chairs, printers, and such. The Client is also expected to be present for the larger part of the Codeapalooza™, helping field questions from the public and participating in meetings and events.

Task 3.9.5 Planning and Illustration (Day 2-4)

To help clarify the implications of the code for the public, our team will create plans and renderings of example sites.

Task 3.9.6 Closing Presentation (Day 4)

On the final evening of Codeapalooza™, the Consultant will give a presentation that describes the process to date, explains the plans and illustrations, and presents other findings and products developed during the Codeapalooza™. This is another opportunity for the public to provide feedback.

Task 3.10 Engagement Summary and Framework Direction Meeting and Report

Following the Codeapalooza, the Consultant will meet with City staff to debrief on the event and review public input received and confirm direction. This meeting will occur virtually via Zoom. The Consultant will then prepare an Engagement Summary Report that documents community input and summarizes the Code calibration strategy and transect framework direction. This report will serve as the foundational document for the code drafting phase.

PHASE 4: REGULATING PLAN, REGULATION CODING

Task 4.1 Client Review Draft Zoning Code

The Consultant will prepare a Client Review Draft of the updated Title 17 Zoning Regulations reflecting the regulatory framework, policy direction, and community input documented in the Engagement Summary and Framework Direction Report. The draft will be organized logically, written in plain language, and supported throughout by graphics, diagrams, and illustrative examples that make standards clear and measurable. While the specific content of the new Code will be finalized during the Project, it will likely include portions of the following:

- Overview / General Provisions (principles, intent, and an explanation of the regulations & process in clear & concise language)
- Illustrations (bird's eye views, street-level renderings, and/or "before and after" illustrations) to enhance usability
- Zoning Districts (character districts/transect typologies) with Building and Lot Standards, including Building Form & Height standards, Setbacks, & Building Types (including mixed-use)
- Context-sensitive Private & Public Frontage Types
- Use Tables
- Civic (Open) Space standards
- Design Standards
- Public Realm & Streetscape Standards
- Landscape standards

- Lighting standards
- Parking & Mobility standards
- Signage Standards
- Administrative procedures
- Definitions

Task 4.2 Draft Regulating Plan

The Consultant will prepare a draft Regulating Plan that will serve as the Official Transect Zoning Map for the updated zoning code, including transect zone (character district) boundaries and special district designations. The Regulating Plan will be developed in coordination with City Staff and will be prepared as a fully editable GIS data package.

Task 4.3 Code Integration

The Consultant will help integrate the updated code into the existing regulatory framework. This task will include review of the subdivision regulations and any recommendations for changes; as well as ensuring the numbering format of the new Code is consistent with other existing regulations.

Task 4.4 Presentation of Client Review Draft

The Consultant will present the draft code and regulating plan to City staff in a structured review meeting. The presentation will walk through the key elements of the draft, highlight major changes from the existing code, and provide an opportunity for staff to ask questions before the formal review period begins. This meeting will occur virtually via Zoom.

CLIENT REVIEW PERIOD

Staff and the City Attorney will review the Client Review Draft over a period of up to sixty (60) days. At the end of that review period, Staff will provide a single set of consolidated revisions to the Consultant. The Client Review Draft will be provided in PDF format, and any comments on the draft should be provided through Adobe's commenting tools, which the Consultant can demonstrate if necessary. Any revisions to items previously agreed upon will be considered an Additional Service.

Task 4.5 Client Meeting

Approximately two weeks before City staff comments on the Client Review Draft are due, the Consultant will hold a client meeting to answer questions that have arisen during the staff review period and to provide clarification on the intent or application of specific provisions. This meeting ensures that staff comments are focused and actionable. This meeting will occur virtually via Zoom.

PHASE 5: TESTING AND VALIDATING

Task 5.1 Planning and Zoning Commission and Council Joint Work Session Update

The Consultant will present an update on the status of the project to the Planning and Zoning Commission and City Council in a joint work session to receive feedback. This presentation will occur after the Codeapalooza and prior to the public draft. This presentation will be conducted virtually.

Task 5.2 Address Client Draft Comments/Public Draft

The Consultant will incorporate consolidated comments from City staff into the Public Draft of the code and regulating plan. The Public Draft will reflect a fully revised and refined document ready for broad community review.

Task 5.3 Presentation of Public Draft

The Consultant will present the Public Draft virtually. This may occur at a joint work session of the Planning and Zoning Commission and City Council. The presentation will provide an overview of the updated regulations, explain the key changes from the existing code, and provide opportunities for comment and questions. Following the meeting, the Public Draft will be released for a formal public review period.

PUBLIC REVIEW PERIOD

City Staff will receive comments on the Public Draft over a 30-day review period. At the end of the Public Review Period, the Client will consolidate the comments over a period of 10 days and provide the Consultant with a single consolidated set of specific revisions based on the comments received.

PHASE 6: FINAL CODE AND ADOPTION SUPPORT

Task 6.1 Final Draft

The Consultant will incorporate consolidated public review comments into the Public Draft, producing a Final Draft of the code and regulating plan ready for formal consideration by the Planning and Zoning Commission and City Council.

Task 6.2 Adoption Support (Hourly)

The Consultant will provide support for the formal adoption process as requested by the Client. This may include preparing presentations and attending meetings. This task is conducted on an hourly basis.

PHASE 7: IMPLEMENTATION AND TRAINING

Task 7.1 Implementation Handbook

The Consultant will prepare an Implementation Handbook that provides practical guidance for administering the new zoning code. The Handbook is designed to support City staff in navigating and applying the updated regulations and will serve as a guide for applicants and developers. It will be prepared in a clear, graphics-rich format accessible to a broad audience.

Task 7.2 Staff Training Session

The Consultant will host a virtual training session for City staff on the concepts, structure, and approach reflected in the updated code.

Task 7.3 Post-Adoption Implementation Support (Hourly)

The Consultant will provide a minimum of six months of post-adoption implementation support on an hourly basis to assist the City with the ongoing work of transitioning to the new regulatory framework. Support may include assistance with zoning map refinements, GIS support, and preparation of materials for any needed follow-up actions.

APPENDIX B: RATE SCHEDULE

Where this Agreement provides for Client's payment to the Consultant of compensation on an hourly basis, professional fees shall accrue, and compensation shall be paid in accordance with the following hourly rate schedule:

<u>Position</u>	<u>Hourly Rate</u>
Principal	\$325
Director of Coding	\$325
Project Director	\$270
Senior Planner/Designer	\$215
Planner/Urban Designer	\$190
Associate Planner	\$160
Graphic Designer	\$110
Project Administrator	\$75
Illustrator	\$195

The Consultant reviews its hourly rates each calendar year and reserves the right to modify its rate schedule at such time. The Consultant will provide the Client with written notification in advance of any such change.

APPENDIX C: BACKGROUND INFORMATION

The Consultant must receive the information listed below, to the extent it is currently available, and any other relevant information requested by the Consultant, at least four weeks prior to the Codeapalooza™. It is essential that this information be thorough and accurate, as it will form the basis for the Deliverables. All documents shall be provided in searchable PDF format if possible, with text documents provided in MS Word format if available. Mapping information will be provided as native GIS files. The Consultant will create a Client Dropbox folder as a repository for all background information.

1. Mapping and GIS information, including, but not limited to the following elements:
 - a. Georeferenced aerial photography
 - b. Municipal boundary
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 - e. Existing thoroughfares (edge of pavement and right-of-way)
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 - i. Existing water bodies, shorelines, streams, and stream buffers
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 - l. Historic building footprints
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Mapping information should be provided in GIS format, with elements symbolized using color and line weight protocols to be provided by the Consultant. The Consultant should also be provided with contact information and access to the City's GIS supervisor or consultant. We understand that the Client may not have some data sets on this list. If this is the case, the Client and Consultant will work together to determine if the missing data is available from other sources or if the Client can create it.

2. List of Variances, from the past 5 to 10 years in a Microsoft Excel spreadsheet, organized by topic.
3. List of known issues with existing ordinance.
4. Published comments, as available, of local government officials and administrators, which relate to zoning, land use, or development issues or projects relevant to the City or Project.
5. Relevant Site Studies, including but not limited to:
 - a. Previous zoning, land use, or development related studies;
 - b. Soils maps/reports;
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 - d. Environmental studies or mitigation plans;
 - e. Traffic studies;
 - f. Infrastructure studies;
 - g. Market feasibility studies;
 - h. Any other relevant site studies.

6. Current & Long-Range Planning Documents, including but not limited to:
 - a. Comprehensive Plans;
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 - a. Historical timeline of growth and development;
 - b. Business composition, including major employers and emerging markets;
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 - e. Composition of current housing stock;
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 - j. Listing of all open space and trail management organizations;
 - k. Map of existing and proposed trail system;
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 - m. Inventory of critical natural resources and scenic areas;
 - n. Inventory of historic and archaeological resources;
 - o. Existing policies, standards, and organizations in place to protect historic and archaeological resources;
 - p. Description of any forest or agricultural resources and current steps being taken to promote local farms and woodlots;
 - q. Description of issues relating to stormwater management, public water & sewer, septic tanks, utilities, emergency response, solid waste, communications, health care, municipal government, and school locations and capacity;
 - r. Schedule of planning investment in facilities and service improvements;
 - s. Description of fiscal issues, including tax revenue as compared to planned and needed expenditures, anticipated changes in the tax base, capacity and strategies to fund capital investments, the City's current borrowing capacity, and opportunities for sharing with neighboring communities;
 - t. List of pending development applications or other anticipated projects.

APPENDIX D: FEE SCHEDULE

To complete the Scope of Services described above, the total fee is \$199,995 plus hourly for Tasks 6.2 and 7.3. The fee is broken down by Phase below.

		Phase Total
PHASE 0: GENERAL COORDINATION & PROJECT MANAGEMENT		\$7,700
0.1	General Coordination & Project Management	
PHASE 1: PROJECT INITIATION		\$2,800
1.1	Project Initiation Meeting	
1.2	Project Management Plan	
1.3	City Tour	
PHASE 2: EXISTING CONDITIONS DOCUMENTATION		\$33,950
2.1	Review Existing Materials	
2.2	Zoning & Regulatory Framework Analysis	
2.3	Community Form & Character Analysis	
2.4	Generate Necessary Background Maps	
PHASE 3: VISIONING / COMMUNITY & STAKEHOLDER ENGAGEMENT		\$59,495
3.1	Public Outreach & Engagement Plan	
3.2	Interdepartmental Meeting	
3.3	Steering Committee Work Sessions	
3.4	Elected Official/Policy Maker Interviews	
3.5	Project Branding	
3.6	Marketing Materials	
3.7	Online Engagement	
3.8	Public Kickoff Event	
3.9	Public Design Charrette (Codeapalooza™)	
3.10	Engagement Summary & Framework Direction Meeting and Report	
PHASE 4: REGULATING PLAN, REGULATION CODING		\$67,350
4.1	Client Review Draft	
4.2	Draft Regulating Plan	
4.3	Code Integration	
4.4	Presentation of Client Review Draft	
4.5	Client Meeting	
PHASE 5: TESTING & VALIDATING		\$18,300
5.1	PZC & Council Joint Work Session Update	
5.2	Public Draft	
5.3	Presentation of Public Draft	
PHASE 6: FINAL CODE & ADOPTION SUPPORT		\$5,000 + HOURLY
6.1	Final Draft	
6.2	Adoption Support (Hourly)	
PHASE 7: IMPLEMENTATION & TRAINING		\$5,400 + HOURLY
7.1	Implementation Handbook	
7.2	Staff Training Session	
7.3	Post Adoption Implementation Support (Hourly)	
TOTAL		\$199,995 + HOURLY



Agreement

This Agreement (this “Agreement”) is by and between the City of Pocatello, Idaho (“Client”) and Town Planning & Urban Design Collaborative LLC (“TPUDC”) (“Consultant”) entered into on July , 2026.

Preamble

The Client has asked TPUDC to assist with services related to the City of Pocatello, Idaho Title 17 Zoning Regulations Code Rewrite (the “Project”), which are more fully described below, and the Consultant has agreed to provide such services.

This Agreement contains the following Appendices:

- A. Scope of Services
- B. Rate Schedule
- C. Background Information
- D. Fee Schedule

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

A. Scope of Services

The Consultant shall perform the scope of services as identified in **Appendix A: Scope of Services**.

B. Fee and Billing

- B.1. The Consultant will provide the services described in **Appendix A: Scope of Services** for a fee not to exceed \$XXX,XXX including expenses.
- B.2. The Consultant shall invoice the Client monthly based on the percentage of Services completed for each Phase as of the invoice date as detailed in **Appendix D: Fee Schedule**.
- B.3. Invoices for services rendered and expenses incurred pursuant to this Agreement shall be due as within thirty (30) days of receipt by Client. Any invoice unpaid after sixty (60) days of submission to Client shall bear interest at the rate of 1.5% compounded monthly.

C. Format of Final Documents

Consultant shall provide final work products to Client in a digital file format.

D. Additional Services and Changes to the Scope of Services

The Consultant’s undertaking to perform professional services extends only to the services specifically described in **Appendix A: Scope of Services**. Any services not specifically provided for in the Scope of Services will be considered an Additional Service and performed on a labor fee plus expense basis using the hourly rates presented in **Appendix B: Rate Schedule** of this Agreement.

Any changes or additions to the Scope of Services described in this Agreement shall not be authorized unless documented in writing by an appropriate Change Order. A Change Order is a written instrument duly signed by Consultant and Client, in which both parties agree to: (1) Modify the Scope of Services; (2) Adjust the total fees, if any; (3) Reallocate fee from one phase or task to another; and/or (4) Change the project schedule, as appropriate. If Client requests in writing that any task of Consultant called for under the Scope of Services will not be required, the task will be deemed to have been satisfied and the budgeted amount for such task will be invoiced and payable as if such task had been performed.

E. Client's Responsibilities

E.1. Client shall be responsible for the following items in conjunction with the Project:

- a. Designate in writing a person to act as its representative (Designated Client Representative) with respect to this Agreement, such person having complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
- b. Client will provide, on a timely basis, the background information in **Appendix C: Background Information**, and any other information that Consultant may reasonably request. Any requests for Consultant to produce or provide additional background information which is due to certain materials being unavailable shall be discussed with the Client. If the parties mutually agree that additional information is needed, the production of the information shall be considered Additional Services.
- c. Client will provide supplementary information that may be requested by the Consultant from time to time during the course of the Project.
- d. The Consultant shall be entitled to rely on the completeness and accuracy of all information provided by the Client. Any revisions to consultant's deliverables caused by inaccurate, outdated, or incomplete information provided by the Client, will be considered an Additional Service.
- e. Client will coordinate and secure locations to conduct all public outreach and engagement events and meetings.
- f. Client will widely promote all outreach events in a manner agreed upon with Consultant.
- g. Client will print, or have printed, all project-related marketing collateral, documents, and maps.
- h. Client will be responsible for providing event refreshments at Client's discretion.
- i. Client will attend in person or by teleconference all scheduled project meetings with Consultant.
- j. Client will attend the Codeapalooza™ at specific times scheduled in advance.
- k. The Client shall endeavor to avoid scheduling difficulties by providing the Consultant with thirty (30) days' notice of anticipated meetings and deadlines.

F. Review Period Procedures

F.1. Client Draft Review Procedures

Following delivery of the Client Review Draft, the Client shall have a Client Draft Review Period of sixty (60) calendar days. During this period, Planning & Development Services Staff shall conduct a cursory review of the Client Review Draft. On or before the final day of the Client Draft Review Period, the Designated Client Representative shall provide to the Consultant a single, consolidated set of all of Planning & Development Services Staff's requested revisions, if any. Each such revision shall be a specific direction and include the specific language for the applicable addition, revision, and/or deletion.

All of Planning and Development Services Staff's comments shall be submitted to the Consultant using Adobe's commenting tools within the PDF. Only one (1) consolidated document with Planning & Development Services Staff's comments will be accepted; multiple, duplicative, or conflicting comment sets will not be reviewed. Planning & Development Services Staff's comments shall be limited to those provided at the end of the Client Draft Review Period. Revisions to the Client Review Draft will be provided by the Consultant to Planning & Development Services Staff in PDF format within the subsequent draft of the document.

The purpose of the Client Review phase is quality assurance and consistency checking. It is not intended for revision of document structure or content previously approved on behalf of the Client or for re-evaluation of ordinance content or policy direction. Planning & Development Services Staff's requested revisions to the Client Review Draft shall be limited to scriveners' or substantive errors or oversights related to topics and items previously agreed upon and signed off on by Planning & Development Services Staff ("Minor Revisions").

Requested revisions proposing stylistic changes, reorganization, reformatting, re-numbering, re-lettering, rewording, additional diagrams/illustrations, introduction of new topics or concepts, or policy changes, and any revisions in excess of a reasonable number, shall not be considered Minor Revisions, will not be incorporated into the document as part of the Client Review phase, will be made only in the Consultant's sole discretion and only as Additional Services, and will be billed accordingly at the Consultant's standard hourly rates.

F.2. Public Draft Review Procedures

Following the delivery of the Public Draft, a Public Review Period with a duration of thirty (30) days will commence during which elected and appointed officials, stakeholders, and the general public will provide comments to the Designated Client Representative. The Public Review Period is intended only to provide revisions brought forward by the public and not additional Staff revisions.

Upon closing of the Public Review Period, Staff will have ten (10) days to organize and reconcile all public feedback into one set of PDF comments. On the final day, if not sooner, the Designated Client Representative will provide the requested revisions, if any, to the Consultant for incorporation into the Final Draft of the revised Zoning Ordinance. All requested revisions must be specific, directive, and consolidated, as only one set of public revisions will be accepted.

Requested revisions proposing stylistic changes, reorganization, reformatting, renumbering or re-lettering additional diagrams/illustrations, rewording, introduction of new topics or concepts, or policy changes, and any revisions in excess of a reasonable number, shall not be considered Minor Revisions, will not be incorporated into the document as part of the Public Review phase, will be made only in the Consultant's sole discretion and only as Additional Services, and will be billed accordingly at the Consultant's standard hourly rates.

F.3. Additional Review Procedures

Without limitation to paragraphs F.1 and F.2, additional edits requested outside the respective Review Period, as well as revisions to the code diagram(s)/illustration(s), perspective drawing(s) and/or illustrative plan(s) will be considered Additional Services.

If no requests for revisions from the Client are received by the Consultant by the end of business on the final day of each respective Review Period, this will indicate that the Client has no revisions to request, and the Consultant is authorized to begin work on the next phase of work. If the Client requests one or more review period or additional review periods, the associated work and additional revisions will be considered Additional Services, and the project deadline and fee will be adjusted accordingly. If requested by the Client, the Consultant may, in its sole discretion, agree to extend a review period. If an extension is allowed, the project timeline will be adjusted, and all associated work including without limitation the time needed for the Consultant to refamiliarize itself with the project will be considered an Additional Service and will be billed accordingly.

G. Use of the Documents

The Documents shall be used solely in matters relating to this Agreement. The Consultant and the Client shall be deemed the authors of the Documents and shall retain all common law, statutory, and other reserved rights including copyright.

H. Delay or Prevention of Provision of Services Not the Fault of the Consultant

Consultant shall not be responsible for delay or failure to perform and will not be liable for the consequences of any of the following, if performance of the Services is delayed or prevented due to an unforeseen condition or event beyond the Consultant's control, including but not limited to: a natural disaster, federal or local pandemic protocols in the vicinity of the study area, any one of Consultant's offices, the offices of any one of Consultant's or in an area through which any member of the Consultant team may be traveling in order to provide Services; the sickness, injury or death of Consultant personnel or their consultants or a family member of either.

I. Termination

- I.1. If the Client fails to make payment when due for Services and/or any reimbursable expenses as previously specified herein or otherwise fails to comply with any of Client's obligations under this Agreement, the Consultant may, upon thirty (30) days' written notice and an opportunity for Client to cure, terminate this Agreement. Unless payment in full is received by the Consultant within thirty (30) days of the receipt of the notice, the termination shall be final without further notice. In the event of such termination, the Consultant shall have no liability for delay or damage caused by such termination.
- I.2. The Client may terminate this Agreement for cause after giving the Consultant written notice and an opportunity to cure.
- I.3. In the event of termination, the Client shall forfeit all rights to receive additional copies of documents previously received by the Client.
- I.4. In the event this Agreement is terminated by either party, Client shall pay Consultant for all direct costs and Services and/or work undertaken in performance of its obligations hereunder up to the date of termination, including any Services performed or expenses incurred but not completed or invoiced as of the date of termination.

J. Publication

- J.1. The Consultant shall have the right to include representations of the Project, or the work performed by the Consultant, including photographs, among promotional and professional materials.
- J.2. The Client shall provide professional credit to the Consultant in all of the Client's promotional materials for or depicting any work performed by the Consultant in connection with the Project.
- J.3. If the Client publishes or causes to be published photographs or other representations related to the Project, the Client agrees to include reference to the Consultant as follows: "Credit: Town Planning & Urban Design Collaborative LLC, www.tpudc.com".

K. Arbitration and Litigation

- K.1. In the event any dispute arises between the Client and the Consultant in connection with the Agreement or services provided pursuant to the Agreement, the Client and the Consultant agree to submit the dispute to binding arbitration by an arbitrator mutually selected by the parties.
- K.2. In the event of arbitration or litigation between the Client and the Consultant arising under, related to, or in connection with the Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs from the non-prevailing party.
- K.3. The Client shall indemnify and hold harmless the Consultant from all liability, claims, damages, costs, and expenses, including attorney's fees, incurred by, demanded, or asserted against the Consultant by third parties as a result of the Consultant's participation in providing services to the Client and/or the Project. As part of said indemnification, the Client shall provide the Consultant, at the sole cost and expense of the Client, with legal counsel to defend against any and all such claims.

L. Miscellaneous Provisions

- L.1. This Agreement shall be governed by the law of the State of Tennessee in the United States of America.
- L.2. The duties, responsibilities, and limitations of authority of the Consultant under this Agreement shall not be restricted, modified, or extended without written agreement of the Client and the Consultant.
- L.3. The Client and the Consultant, respectively, bind themselves, their partners, successors, assigns, and legal representatives of the other party to this Agreement and to the partners, successors, assigns, and legal representatives of the Client with respect to all covenants of this Agreement. Neither the Client nor the Consultant shall assign this Agreement without the written consent of the other.

- L.4. The Agreement represents the entire and integrated Agreement between the Client and the Consultant and supersedes all prior negotiations, representations, or agreements either written or oral. The Agreement may only be amended in writing, signed by both the Client and the Consultant.
- L.5. Nothing contained in this Agreement shall create a contractual relationship and/or a third-party beneficiary relationship with a third party.
- L.6. The proposed language of any certificates or certifications requested of the Consultant shall be submitted to the Consultant for review and approval at least fourteen (14) days prior to execution. The Client shall not request, and Consultant shall not be required, to provide certifications that would require knowledge or services beyond the scope of this Agreement.
- L.7. Title and paragraph headings are for reference and are not part of this Agreement.
- L.8. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall rule.
- L.9. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any provision hereof, and no waiver shall be effective unless made in writing.
- L.10. Should any provision, paragraph, sentence, word, or phrase contained in this Agreement be determined to be invalid, illegal, or otherwise unenforceable, such provision, paragraph, sentence, word, or phrase shall be deemed modified to the extent necessary to conform with law, or else the same shall be deemed severable. In any event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.
- L.11. The appendices attached hereto are made a part hereof as if fully set forth herein.
- L.12. All notices and communications given pursuant to this Agreement shall be in writing and delivered by email, personal service, or by registered mail to the other party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personal served; or, if by mail, on the fifth day after being post-marked or the date of the actual receipt, whichever is earlier. Notification via email shall be deemed given when an electronic delivery receipt is received by the sender.

Client:

City of Pocatello, Idaho
Attention:
911 N 7th Avenue
Pocatello, ID 83201
xxx@pocatello.gov

Consultant:

Town Planning & Urban Design Collaborative LLC
Attention: W. Brian Wright
1027 Westhaven Boulevard
Franklin, Tennessee 37064
[mailto: brian@tpudc.com](mailto:brian@tpudc.com)
with cc: jessica@tpudc.com

M. Signatures

If you concur in all the foregoing and wish to direct us to proceed with the Services, please have authorized persons execute this Agreement in the spaces provided below, retain one (1) copy, and return another to us for our files. Fees and times stated in this Agreement are valid for thirty (30) days after the date of this letter.

ACCEPTED AND AGREED:

Client:

City of Pocatello, Idaho

Consultant:

Town Planning & Urban Design Collaborative LLC

Name:

Title:

Date:

W. Brian Wright

Principal

Date:

N. Appendices

APPENDIX A: SCOPE OF SERVICES

TO BE INSERTED AFTER SCOPING MEETING

APPENDIX B: RATE SCHEDULE

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 - t. List of pending development applications or other anticipated projects.

APPENDIX D: FEE SCHEDULE

To complete the Scope of Services described above, the total fee is \$XXX,XXX, plus hourly for Task X. The fee is broken down by Phase below.
