

BY: Councilmember Luther
FIRST READING: September 4, 2024
SECOND READING: September 19, 2024

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE AN AGREEMENT, SUBSTANTIALLY IN THE FORM ATTACHED HERETO, WITH PGAV PLANNERS, LLC FOR THE DEVELOPMENT OF THE COMPREHENSIVE PLAN UPDATE OF THE CITY OF BRIDGETON IN THE AMOUNT NOT TO EXCEED ONE-HUNDRED-TWENTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 (\$127,500.00)

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BRIDGETON, MISSOURI, AS FOLLOWS:

Section 1. That the Mayor and City Clerk are hereby authorized to execute an agreement, substantially in the form attached hereto, with PGAV Planners, LLC for the development of the Comprehensive Plan Update in the amount not to exceed one-hundred-twenty-seven thousand five hundred dollars and 00/100 (\$127,500.00).

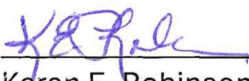
Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

PASSED THIS 19th DAY OF SEPTEMBER, 2024

APPROVED THIS 19th DAY OF SEPTEMBER, 2024


Randal B. Hein, Mayor

ATTEST:


Karen E. Robinson, MRCC-S/CMC
City Clerk

CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN THE CITY OF BRIDGETON, MISSOURI
AND
PGAV PLANNERS, LLC

THIS AGREEMENT is entered into on the date and by execution shown hereafter, by and between the City of Bridgeton, Missouri (hereinafter referred to as the “Client”) and PGAV Planners, LLC, (hereinafter referred to as “PGAV” or “Consultant”).

WITNESSETH:

Whereas, the Client is interested in acquiring urban planning services to assist in the development of the Comprehensive Plan Update; and

Whereas, PGAV responded to the Client’s Request for Proposals regarding the provision of said services and made recommendations as to a scope of services to be provided which has now been formalized as appended to this Agreement as **Exhibit A** and has been selected by the Client to perform the work as proposed;

Now, Therefore, the parties hereto do mutually agree as follows:

I. SCOPE OF WORK

PGAV will provide the services as outlined in the Scope of Work incorporated herein and attached hereto as **Exhibit A**.

II. INFORMATION TO BE PROVIDED OR TASKS TO BE UNDERTAKEN BY THE CLIENT

The Client will provide to PGAV available data or perform certain activities including as follows:

- A. Certain GIS data and coordination with your GIS staff for the purposes of map production;
- B. Copies of previous plans;
- C. Contact information and introductions to stakeholders and those who may be members of the Planning Commission; and
- D. Designation of a person to act as PGAV’s primary interface with the Client and designation of any entity which is to be PGAV’s ongoing interface or “sounding board” for the duration of the project.

III. TIMING OF PERFORMANCE

Work on all tasks outlined in this agreement shall commence upon its execution, which shall constitute the "notice to proceed," unless otherwise specified by the Client in written or electronic form. The work will be conducted according to a mutually agreed-upon schedule, as generally discussed in **Exhibit A**.

In accordance with discussions held with the Client, we estimate that the completion of the work will take approximately twelve to eighteen months from the date of contract approval.

IV. COMPENSATION AND METHOD OF PAYMENT

The fee for the Scope of Work outlined in Exhibit A of this Agreement is specified below. Please note that all stated fees are exclusive of reimbursable expenses, which are defined in the following section.

Work tasks will be conducted for a total amount of \$127,500.00. Invoices will be submitted no more frequently than monthly, in accordance with the work completed. Client will pay PGAV within 30 days after approval of PGAV's invoice. Payment for any services outside of the scope of this Agreement shall be conditioned upon Client's advance authorization of the such additional scope to be performed and the cost for the same.

Reimbursable expenses include reasonable and necessary costs, subject to the Client's prior approval. These may encompass mileage for necessary and authorized travel outside of the St. Louis metropolitan area, long-distance telephone charges, express delivery fees, photographic expenses, costs associated with printing or reproducing documents, fees for documents owned by third parties, and other "out-of-pocket" expenses required to provide the services described. Reimbursable expenses will be billed at their direct cost to the Client, and such billing shall not exceed \$2,500 without written approval from the Client.

V. TERMINATION OF AGREEMENT

If for any reason the Client determines that the work should be terminated, the Client will inform PGAV in writing that it wishes to terminate this agreement. The date of said termination shall occur upon receipt of the written notice of termination by PGAV via the U.S. Postal Service or facsimile (followed by receipt of an original signature copy). The Client will pay PGAV an amount representing the work performed to the date of termination, plus any expenses which have been incurred by PGAV to that date, less any damages incurred by Client as a result of PGAV's failure to comply with the terms of the Agreement (if applicable). PGAV shall turn over any work performed on the project prior to termination to the Client.

VI. PROJECT STAFFING, MANAGEMENT & SUBCONSULTANTS

PGAV hereby agrees to provide the qualified professional, technical, and clerical staff available within the firm to conduct the work in accordance with the tasks as outlined in Section I and Exhibit A of this Agreement. For purposes of this Agreement, Andy Struckhoff, President of PGAV Planners, will serve as Principal-in-Charge and Erika Fiola will serve as Project

Manager. The Project Manager assignment will not be changed without Client approval. Other staff assignments may be varied dependent upon the needed talents and expertise necessary to conduct the work.

If, in the opinion of PGAV and the Client, a particular task requires specialized expertise not available within the staff of PGAV, the accomplishment of such task may be achieved through subcontract with firms or individuals subject to prior approval of the Client.

VII. OWNERSHIP OF DOCUMENTS

PGAV agrees that any digital mapping, 3D models, reports, technical memorandums prepared, and conclusions reached under this Agreement are for the Client's information. PGAV and its staff members shall not disclose any of this information to anyone other than the Client or their authorized representatives, except when required to testify under oath in a judicial forum or when mandated by law.

However, documents, reports, or other information prepared under this agreement and submitted to municipalities or public entities may become subject to Federal or State "sunshine law" provisions. Notwithstanding such provisions, the Client will have exclusive ownership of all reports, maps, and other materials prepared under this contract, including the rights to copy and distribute them.

VIII. MISCELLANEOUS

Relationship. The parties acting under this Agreement do so as an independent contractor, and nothing contained herein will constitute either party as the employer, employee, or representative of the other party, or both parties as joint venturers or partners for any purpose.

Compliance with Laws. The parties will comply with any and all applicable federal, state, and local laws as the same exist and may be amended from time to time.

Standard of Care. PGAV shall perform its services consistent with the professional skill and care ordinarily provided by professionals in the same discipline practicing in the same or similar locality under the same or similar circumstances.

Insurance. For the duration of the Agreement, PGAV shall maintain insurance with the limits set forth in Exhibit B from a company or companies with an A.M. Best Rating of A-VII or better. Each such policy shall include a waiver of subrogation in favor of Client. Client shall be named as an additional insured (on a primary, non-contributory basis) on all of PGAV's insurance policies except workers' compensation and professional liability. The policies required hereunder shall be endorsed to include a provision requiring not less than 30 days' notice of cancellation, non-renewal or material change in such policies.

Indemnification. PGAV shall indemnify and hold Client harmless from and against any and all liability, claims, losses, costs, and expenses, including their attorneys' fees and litigation expenses, arising out of or resulting from the negligent acts or omissions of PGAV or anyone directly employed or subcontracted by PGAV or anyone for whose acts PGAV may be liable.

Enforceability. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provisions of this Agreement, which will remain in full force and effect.

Waiver. No waiver of any term or condition of this Agreement shall be binding or effective for any purpose unless expressed in writing and signed on behalf of the party making the waiver, and then shall be effective only in the specific instance and for the purpose given.

Complete Agreement and Amendments. This Agreement sets forth the entire terms, conditions, and understandings between the parties with respect to the subject matter hereof. This Agreement may not be amended or modified except in writing signed by the parties hereto.

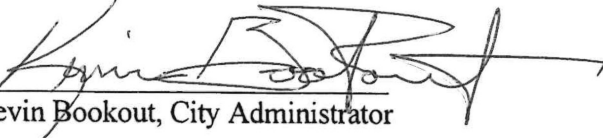
Governing Law and Venue. The laws of the State of Missouri, without regard to conflicts of law principles thereof, govern all matters arising under this Agreement.

Binding Effect. Client and PGAV hereby binds themselves, their partners, successors, assigns, subsidiaries, parent companies, affiliates and legal representatives to all of their obligations under the Agreement. PGAV shall not assign any part of this Agreement or any monies due or to become due hereunder without the prior written consent of Client.

Counterparts. This Agreement may be executed in any number of counterparts, via facsimile or electronic transmission or otherwise, each of which shall be deemed an original and all of which together shall constitute one and the same instrument and shall be binding upon the parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed this _____ day of _____, 2024.

ATTEST:


Kevin Bookout, City Administrator

ATTEST:

PGAV Planners, LLC
President

EXHIBIT A – SCOPE OF SERVICES

Kick-Off Meeting with Staff Working Group

To begin the planning process, the Project Team will meet with the City’s Staff Working Group to review the scope of work, proposed project management plan, engagement plan, and work timeline. This first meeting presents an excellent opportunity to review the scope of work with the City’s team to discuss any questions or opportunities for refinement. This group should include leaders from key Departments, including: City Administration, Public Works, Parks and Recreation, Police Department, as well as the City Administrator. The Staff Working Group will remain the point of contact throughout the planning process.

The *Project Management Plan* will identify the roles and responsibilities of the Project Team and City Staff. Here, we will also coordinate the scheduling of bi-weekly meetings between the Project Team and the Staff Working Group to share updates and make important decisions throughout the planning process.

The *Outreach & Engagement Plan* will identify the rollout of community outreach materials, communications strategies, anticipated public engagement tools, public meetings, and other opportunities to create broad awareness and enthusiasm within the community for the planning process.

The *Project Schedule* will be a Gantt chart showing each task as we anticipate them to take place over time from the process’ inception to its completion. Together, we’ll establish detailed schedules for each project phase to ensure that we consider potential conflicts and opportunities to align the planning process of ongoing City initiatives or important dates.

Phase 1: Existing Conditions

Kick-Off Meeting with Planning Commission

The City has recommended that the ‘planning commission’ be made up of the same individuals in the Planning Commission. A Kick-Off Meeting with this group will represent the start of the planning process and will allow our team to meet those that will guide this process, discuss goals, and ensure consensus moving forward.

Project Website

Our team will create a project website to house deliverables, provide a starting point for surveys, and, if possible, provide a connection to the City’s current website. Frequent updates will include opportunities for engagement, information about upcoming engagement opportunities, and draft documents for review.

Existing Plan Review

PGAV will work with City staff to identify and inventory the existing plans and planning initiatives. Our team will complete an in-depth review of City plans identified and seek to understand the intent and recommendations. We will also identify recommendations that have been implemented and the resulting implications. This review will include a review of, at minimum, the following plans:

Baseline Conditions Review / Land Use Inventory

To layer understanding with the existing plan analysis, PGAV will compile and evaluate existing data about the City, including neighborhoods within its corporate limits and its 1.5-mile extraterritorial planning area. This step will include the initial assembly of base maps, digital models, thematic GIS files, socioeconomic forecasts, demographic data, etc. Resources and inputs needed for this task will include publicly accessible data such as Census data, on-the-ground fieldwork, and interviews with stakeholders. The team will then identify any gaps in data that may be needed or desired. PGAV will then consult with the City's Project Manager to determine what information is available and how it may be acquired. If data is needed, PGAV will conduct site specific, or City-wide surveys of property(ies) with missing data to be used as part of the comprehensive planning process. This data will be aggregated to better understand current dynamics.

This data gathering process will include an existing land use confirmation for each parcel in the City to better understand land use dynamics such as construction and reinvestment activity, and to support the development of the Future Land Use Map later in the planning process.

Transportation Analysis

Infrastructure refers to publicly owned and maintained physical improvements to a community. Well planned, constructed, and maintained infrastructure is necessary in the provision of adequate public safety (police, fire, and emergency services), optimal performance of the local economy, and assurance of societal health and living conditions. The transportation industry is rapidly changing and evolving, and our team is prepared to harness this industry growth, to develop a vision for the future of transportation in Bridgeton, that is safe and accessible, while offering enhanced mobility for users of all ages and abilities. Improvements in the public right of way can have significant benefits to the local community and enhancing the quality of life for all Bridgeton residents and visitors.

Demographic Analysis

Demographic analysis will tell us where the City is, and trend analysis will tell us where the City could be headed and what could happen in the absence of a planned future. The growth and trend analysis, along with the analysis of existing land uses will also establish a baseline for scenario planning and design of planning alternatives. We will conduct a thorough demographic analysis of the City and the region to understand demographics dynamics in the area as well as to identify potential development types and land use recommendations given changing demographics. This stage helps inform the team of conditions within the market area that will guide the creation of future land use scenarios.

Market Analysis

Building on the data gathered through prior tasks, our team will present a snapshot of existing market conditions for residential, commercial, office, and industrial development within the City or on its borders. The goal of this analysis is to present a concise, data-driven analysis that tells the story of Bridgeton's position in the regional economy as well as the City's opportunities for diversification with respect to economy, land use, and development. Using

proprietary data, this portion of the market analysis will further our understanding of the existing inventory of commercial and flex/industrial properties in the City including characteristics such as rents and occupancy, and what the market says about the future land use environment in the community.

Using proprietary tools, our team is able to dive into what the data says about who is visiting your community. Where are they coming from? Where do they go next? What are they buying? Whether they are neighbors from surrounding communities, our vast expertise in visitor understanding and national trends helps us to profile the customers coming to each commercial area and understand their behavior. The goal of this is to understand where visitors live, spend time, spend money, and how they travel through Bridgeton.

Public Workshop #1

To publicly start the Comprehensive Plan process, our team will host an open house style public meeting to get the public conversation started about the community's Comprehensive Plan. During this event, our team will present highlights from the Existing Conditions report for the community to review, and ask questions to begin recalibrating the community's vision around the 2013 Comprehensive Plan, progress made in the last 11 years, and priorities established by other recent planning initiatives. This event will serve as the public kick-off of the Comprehensive Planning process.

Online Survey

The team will draft a survey to gather baseline information from the public. This survey will launch at the Public Workshop #1. Our team will work with City staff to distribute the survey to the community in both print and electronic formats. We anticipate the survey being available through the City's website, QR codes displayed on the City's electronic message boards, messages included on utility bills, announcements at board/commission meetings, strategic placement in places where the community naturally gathers (i.e. City-owned buildings, the Library, and third-places like coffee shops and restaurants in partnership with local businesses.)

Stakeholder Meetings

Our team will host up to 12-15 stakeholder interviews and/or focus group meetings, among which will include the facilitation of a SWOT Analysis. We anticipate these meetings to include major property owners, business owners, community leaders, civic organizations, and others selected by the Planning commission. It is important to engage with audiences that may not come to in-person workshops. This will help to diversify insights and gain additional understanding on broader and/or more direct engagement needs.

Planning Commission Meeting

A presentation to the Planning commission will take place to share the community feedback and discuss next steps. It is recommended that this takes place at the end of Phase 1 and reflect a “State of the City” overview of findings, development history, and potential challenges as discovered through Phase 1.

Planning Commission Presentation

A similar presentation will be made to the Planning Commission. This presentation will also be an opportunity for this group to check in on the direction of the planning process and provide direction.

PHASE 2: Land Use Planning & Development

Land Use Scenario Analysis

Phase 2 will begin with a Planning Commission meeting to discuss future land use planning. This discussion will focus on areas within the City that need special planning attention when considering the future land use plan and potential development opportunities. Our team will work with the Planning Commission to decide on any sub-areas that might need more intensive planning and discuss initial goals for these areas. For the selected areas, our team will analyze potential land use scenarios and associated impacts. This will be guided by best practice, benchmark examples, zoning and regulatory constraints, the market, and feedback from the community. Following the selection of these areas, our team will investigate development options and associated impacts. This will be an iterative process, working with the City and Planning Commission members to “test” various options and review throughout.

Planning Commission Presentation – Review Scenarios

Following the scenario analysis phase, our team will present the preferred options to the Planning Commission for discussion. Based on feedback, our team will refine the land use plans and determine the next steps related to finalizing the preferred land use scheme.

Public Workshop #2

The second public meeting will allow for broad engagement in the planning process, using the information gathered thus far as the basis for conversation. Our team will engage residents in conversations about development scenarios, community priorities, and the future of Bridgeton to begin to create agreement on the direction for the identified scenario area(s) and the overall future land use environment in the city.

Review and Refine Land Use Scenario

Based on the feedback from the Planning Commission and public, our team will review and refine the land use scenario to come up with a draft Future Land Use Map and Street Layout depicting parcels within the City's existing corporate boundary, any sub-areas that the scenario planning exercises helped refine, and existing and planned streets.

Planning Commission Presentation & Review

This phase will end with a Planning Commission meeting geared toward reviewing the final land use map and discussing the Objectives and Key Results for the City moving forward. This will provide the basis for the next phase of work.

PHASE 3: Objectives and Key Results, Plan Development, and Adoption

Develop Draft OKRs

Based on the information gathered throughout the planning process, our team will draft Objectives and Key Results. We value developing community-centered planning strategies with a strong capacity for implementation. To this end, we help communities identify clear objectives coupled with quantitative and qualitative key results that inform and guide decisions that further plan implementation. In the final document, we will frame recommendations using Objectives and Key Results (OKRs).

In this case, *Objectives are the "what"* to be achieved by the community. Objectives might address things like neighborhood improvements, economic development, housing development, transportation, or sub areas studied through the land use scenario analysis process.

Key Results are the "how" to achieve the Objectives. Key Results associated with economic development, for example, may outline a new economic development policy or Zoning and Subdivision Code amendments to spur new residential subdivision developments or increase residential units in Uptown to support identified housing gaps.

This initial draft of the OKRs will be provided to the Planning Commission for review. The OKRs will also include goals and strategies related to equity, but will be clearly noted to ensure the Equity Strategy is fully integrated into the Comprehensive Plan, but also recognizable as a unique aspect of the city's future.

Review Objectives alongside Existing Codes & Policies

Finalizing the OKRs for each goal will involve review of existing codes and policies, with a focus on the zoning code implications. Key Results necessary to achieve goals will likely

include proposed revisions to any existing codes and policies that conflict with the new path or establishment of new codes or policies to support enforcement practices for the new path. During this review, we will also analyze the goals of other City department plans to support the prioritization of OKRs for the Comprehensive Plan.

Planning Commission Presentation & Review

Our team will meet with the Planning Commission to review the OKRs.

Public Workshop #3

This last public workshop will be geared toward engaging with residents on the draft Comprehensive Plan. The workshop will allow our team to share the information we have gathered, engage the community in discussion around some of the plan's conclusions, and begin to build excitement about the city's future.

Draft Plan

The Draft Comprehensive Plan includes the proposed OKRs, designs, policy recommendations, a future land use map, and other Comprehensive Plan components as required by the state statute based on the information gathered through the previous phases. The Draft Comprehensive Plan will focus on ideas, objectives and key results that align with the values and priorities of the community. It is likely that major plan components will include themes such as commercial development, major streets, housing, transportation, and open space.

Feedback & Finalize Plan

The Planning Commission and City Council will be given the draft plan for review and feedback. Based on feedback gathered from the Staff Working Group, Planning Commission, and City Council, our team will begin the adoption process by finalizing the plan document.

Planning Commission Presentation and Public Hearing

Our team will present the final Comprehensive Plan document during a Public Hearing before the Planning Commission. At the conclusion of the Public Hearing (and assuming that no other modifications are required), the Commission may adopt the Comprehensive Plan by resolution.

Present to City Council for Concurrent Resolution

Once adopted by the Commission, the Comprehensive Plan is adopted in accord with Missouri law. However, PGAV recommends that the City Council ratify the Commission's adoption by also adopting the Comprehensive Plan by resolution. Therefore, following adoption by the Planning Commission, the team will present the Comprehensive Plan to the City Council for their concurrent adoption. Note that the Comprehensive Plan is a guidance

document and thus adoption by the Council is to be by resolution and not ordinance and therefore no public hearing by the Council is required.

Publish Final Plan

After the plan has been approved and adopted, we will provide the plan in both electronic and printed version to be made accessible on the City's website and at City Hall.