

**BILL NO.:**     **5003**

**ORDINANCE NO.:**     **\_\_\_\_\_**

**Introduced by: City Manager Nathan Mai-Lombardo**

**AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN  
AGREEMENT WITH PGAV PLANNERS LLC ACCORDING TO RFQ #931  
– DOWNTOWN PLAN**

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BERKELEY,  
MISSOURI, AS FOLLOWS:**

- Section 1.**     The Mayor is hereby authorized to enter into and execute an agreement for downtown planning service according to RFQ #931, Downtown Berkeley Master Plan services, to PGAV Planners, LLC.
- Section 2.**     The agreement will be attached and hereby incorporated herein and made a part of this ordinance, as if fully set out herein.
- Section 3.**     This Ordinance shall be in full force and effect from and after its passage.

1st Reading this 08<sup>th</sup> day of January 2024

2nd Reading this 08<sup>th</sup> day of January 2024

3rd Reading, PASSED and APPROVED, this           day of           **2024**

\_\_\_\_\_  
Babatunde Deinbo, Mayor

**ATTEST:**

\_\_\_\_\_  
Deanna L. Jones, City Clerk

\_\_\_\_\_  
Approved as to Form:  
Donnell Smith, City Attorney

Final Roll Call:

Councilwoman Verges	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Williams	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hoskins	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman Anthony	Aye ___	Nay ___	Absent ___	Abstain ___
Councilman Hindeleh	Aye ___	Nay ___	Absent ___	Abstain ___
Councilwoman-at-Large Crawford-Graham	Aye ___	Nay ___	Absent ___	Abstain ___
Mayor Deinbo	Aye ___	Nay ___	Absent ___	Abstain ___

# MEMORANDUM

**TO:** Nathan Mai-Lombardo, City Manager

**FROM:** Elliot Liebson, Director of Planning and Development

**DATE:** 1/8/2024

**RE:** Selection of PGAV Planners to undertake the Downtown plan.

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In August and September of 2023, the Council approved Emerald Capital Strategic Advisors ('Emerald Capital') as the winning bidder to conduct our downtown planning process. Shortly after that the entire staff of Emerald Capital were let go from their parent company (Greenstreet), and then the project lead's father passed away. Under these circumstances the company felt it was unable to continue the work, and withdrew their bid.

When the respondents were first reviewed, Staff determined that PGAV was one of the top candidates for consideration. After Emerald Capital backed out of the project, Staff re-reviewed PGAV's submittal and that of the other finalist (Steadfast City), and felt that PGAV would be the best choice due to the proposed shorter timeline, the depth of their staffing, and the fact that they agreed to trim their bid in order to bring their fee down to \$90,000. The City therefore recommends using PGAV Planners LLC to manage our downtown planning process in place of Emerald Capital.

## **SUPPORTING DOCUMENTS**

Please find attached the bid results from the August 21, 2023 bid opening.

**IMPACT ON CITY'S BUDGET \$90,000,**  
**spread over two budget years**

## **2023 BUDGET AMOUNT**

\$50,000

## **RECOMMENDED CITY COUNCIL ACTION**

Approve PGAV Planners LLC for the project

Respectfully submitted,

This will verify that at 2:00pm on July 21, 2023  
 BID NO. 931 "RFQ for Downtown Plan" was open and read aloud.

Signed: Deanna Jones Title: City Clerk

<b>Scoring Criteria</b>	<b>Green Street</b>	<b>Benchmark</b>	<b>Shockey</b>	<b>PGAV</b>	<b>Mend Collaborative</b>	<b>Steadfast City</b>
Qualifications and experience of key team members with projects of similar scope and complexity	✓	no local experience	not clear that team members' experience is comparable	✓	new company	✓
Quality and completeness of the proposals	✓	✓	not as detailed or concise as other respondents	✓	✓	✓
positive references	✓	not checked	not checked	✓	not checked	✓
Stakeholder and public engagement plan	(will contract out if necessary, at no additional fee)	✓	not extensively detailed	✓	✓	✓
Project Timeline	8-12 months	7-10 months	9-11.5 months	6-9 months	12 months	11 months
Understanding of project area and City needs	✓	no local experience	communities served mostly higher income or	✓	limited local experience	✓
brings to the table and sets them apart from other proposals	strongest and most concise response ✓	not a finalist	not a finalist	✓	not a finalist	✓
<b>Price</b>	<b>\$90,000</b>	<b>\$94,850</b>	<b>\$96,000</b>	<b>\$97,000</b>	<b>\$99,985</b>	<b>\$100,000</b>

January 3, 2024

Elliot Liebson  
Director of Planning & Development  
City of Berkeley  
8425 Airport Rd  
Berkeley, MO 63134

**RE: Engagement Letter for Downtown Master Plan**

Dear Mr. Liebson,

In accordance with your request for proposals for the creation of a Downtown Master Plan within the City of Berkeley, Missouri (the “City” or “Client”), PGAV Planners, LLC (“PGAV”) is happy to submit to you this engagement letter, which includes the following:

1. General Description
2. Scope of Services
3. Subsequent Phases / Additional Services
4. Notices
5. Termination
6. Deliverables
7. Timing
8. Professional Fees and Reimbursable Expenses
9. Agreement

**General Description**

The City is interested in developing a Downtown Master Plan to develop a master plan for the core of the City’s downtown business district. The revitalization of downtown Berkeley is one of the City’s highest priorities and it is a key step in the long-term vision for creating economic opportunities in Berkeley.

**Scope of Services**

Below is a description of our methodology for the Berkeley Downtown Master Plan.

The process will begin with an in-person kick-off meeting to get the Project Team acquainted with staff and project leadership. This could include City Staff, elected leadership, residents, or other community stakeholders. This "working group" meeting will allow the group to review the project plan, discuss regular communication, and build a baseline understanding of the neighborhood

plan's goals. This meeting will serve as the official start to the process and will ensure that expectations are clear.

## **PHASE 1: DATA COLLECTION AND ANALYSIS**

### **Evaluate Existing Plans and Policies**

PGAV will work with the Working Group to identify, inventory, and discuss the implications of existing and ongoing planning initiatives impacting Berkeley. This in-depth review will seek to:

1. Understand the intent and recommendations of existing plans, roadway reports, past development proposals and plans, zoning regulations, and others.
2. Identify recommendations that have been implemented and evaluate resulting implications.
3. Identify opportunities to implement relevant goals and strategies of existing plans.

We will also review existing policies, codes, incentives, procedures, development history, and organizational responsibilities associated with Berkeley to better understand how the Downtown Master Plan will be utilized. Particular attention will be paid here to the existing economic development tools that are available for use in Downtown. As part of the final product, PGAV will suggest which tools are best for utilizing in the implementation phase.

### **Establish Baseline Conditions**

PGAV will compile an inventory of the existing data about the neighborhood (i.e., GIS mapping data, existing land uses, property conditions, property valuation, hydrology and flood risk, historic character, institutional ownership, etc.). In addition, the team will map streets, connectivity, public spaces, and alternative means of transportation. A combination of fieldwork, gathering existing data for analysis, and engagement with the Working Group, will help in defining the existing conditions.

### **Create Demographic Profile**

At the same time our team is compiling existing conditions of physical characteristics of the area, we will be compiling a demographic profile of the area. In our experience, these two tasks must be done in tandem as we are trying to get a clear picture of the 'place' within which we are working. Our analysis will include things like population demographics such as race, age, and income, change in population over time, issues impacting racial and economic inequity, transportation choice, economic opportunity, and resiliency. This data will then be translated geographically to layer with existing physical conditions.

### **Market Analysis**

PGAV will conduct thorough commercial and residential market analyses to aid in understanding the current economic factors impacting the Downtown area. The market analyses of the area will also help to understand supply and demand dynamics as well as to identify potential development types and land use recommendations for Downtown in the future. With proximity to the Boeing Defense headquarters, airport, and major transportation routes, determining the potential market gap that could be filled in the Downtown area will be crucial.

Also during this initial data gathering phase, PGAV staff will conduct a walking tour of Downtown to gain a deeper understanding of the existing conditions and what it feels like for a visitor and resident as they experience Downtown. We will conduct field observations to document existing uses, infrastructure conditions, and vacancy.

### **PHASE 2: COMMUNITY ENGAGEMENT**

All planning processes should include community engagement. While the scale and type should be customized to each project and location, for neighborhood plans, we recommend a variety of engagement tools be deployed to reach different types of stakeholders. For this process, we recommend a combination of the following:

- One Public Open House
- Community Survey
- Stakeholder Interviews

### **PHASE 3: DEVELOPMENT OF DOWNTOWN NEIGHBORHOOD PLAN**

#### **Future Land Use Plan**

In order to visualize the future of Downtown, PGAV will work with the Working Group to create a parcel-by-parcel future land use plan for the neighborhood. This will identify what areas of the community are ideal for certain land uses and will help plan for the transportation, infrastructure, and connectivity needed to support this.

#### **Vision, Goals, and Strategies**

In this task, our team will start to identify the vision for Downtown. Using information from the first two phases and the meeting with the Working Group, we will draft and refine, through an iterative process, the vision and accompanying goals to achieve that vision.

We value developing community-centered planning strategies with a strong capacity for implementation. To this end, we help communities identify clear goals coupled with quantitative and qualitative strategies that inform and guide decisions that facilitate plan implementation. Goals will be targeted toward specific themes that enhance the quality of life for local residents and influence thoughtful and resilient development patterns. Goals are the “what” to be achieved by the community and could include things like a livable built environment, resilient economy, or promoting a variety of housing options. These goals will communicate the desired outcomes for the neighborhood and build upon a future land use scheme as designed through the process. The strategies are the “how” to achieve those goals. Strategies associated with housing, for example, may include updates to the zoning code and the development of more residential uses.

### **Implementation/Financial Tools**

In addition to the Vision, Goals, and Strategies, the final deliverable will provide recommendations regarding financial implementation. This will include which incentive and economic development tools could be utilized to facilitate particular projects, as well as potential partners that might assist with implementation.

### **Urban Design & Visualization**

Similar to the work shown and described for our projects in Jerseyville, IL, Greenville, IL, and the Missouri DREAM Program, our team will develop engaging mapping, 3D renderings, and other graphics to depict the community's defined vision, goals, and strategies to help the community visualize potential changes in Downtown. These visuals will also be used in the implementation process to solicit development partners and built excitement for upcoming progress.

The outcome of this will be a final Downtown Master Plan which will include a future land use plan along with a matrix of goals and strategies detailing next steps in the implementation process. The final report will include all narrative, maps, graphics, financial information, and case studies necessary to assist with implementation.

### **Subsequent Phases / Additional Services**

The City may elect to engage PGAV for Additional Services other than those defined in the Scope of Services. Upon request, PGAV will forward a letter outlining the additional scope, additional fee, and reimbursable expenses associated with the Additional Services.

### **Notices**

The relationship between PGAV (“the Consultant”) and the City is one that requires confidence, an ability to work well together, the need to promptly share and evaluate pertinent information, and a willingness to communicate and to respond in a timely manner. If either party believes its expectations or its needs for information from the other party (or within the other party’s control) are not being met in a satisfactory manner, each party agrees to notify the other party about the shortcoming. The purpose of such notices is to stimulate timely communication and avoid disputes. A notice from one party to another may be a telephone call or electronic mail.

### **Termination**

This Agreement may be terminated by either party upon not less than seven days written notice given by registered mail to the above-named persons. In the event of termination, PGAV may submit a final invoice to the Client covering (a) actual fees accrued by PGAV at the date of termination, calculated at PGAV’s standard hourly rates since the date of the last invoice, plus (b) the amount for Additional Services performed by PGAV through the date of termination as authorized under this Agreement, plus (c) reimbursable expenses of PGAV incurred under the performance under this Agreement through the date of termination.

### **Deliverables**

The deliverables associated with the aforescribed tasks include the following:

- A Final Downtown Master Plan, which will include:
  - A future land use plan.
  - Urban design and visualization.
  - A matrix of goals and strategies detailing next steps in the implementation process.
  - All narrative, maps, graphics, financial information, and case studies necessary to assist with implementation.



### **Ownership of Documents**

PGAV agrees that all digital mapping, 3D models, reports, technical memorandums prepared, and conclusions reached under this Agreement are for the City'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. Except for instances where such provisions apply, the City will have exclusive ownership of all reports, maps, and other materials prepared under this contract, including the rights to copy and distribute them.

### **Timing**

The services of PGAV are to commence immediately upon execution of a mutual agreement and will be undertaken subject to a mutually agreed upon schedule.

### **Professional Fees and Reimbursable Expenses**

PGAV proposes to provide the services described herein for a lump-sum amount of \$90,000, inclusive of reimbursable expenses, which shall be billed at their direct cost to PGAV.

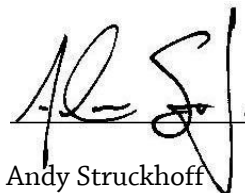
Fees invoiced will be submitted monthly in proportion to the amount of work completed. Any reimbursable expenses incurred will be billed at their direct cost to PGAV.

### **Agreement**

This letter, when countersigned by a duly authorized representative of the Client, will serve as the entire Agreement for the services outlined herein.

Thank you for the opportunity to work with you on this project. We know that this is a very important project for the City, and we appreciate the opportunity to be a part of the team.

On Behalf of:



Andy Struckhoff  
President  
PGAV Planners, LLC

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Babatunde Deinbo  
Mayor  
City of Berkeley, MO