

## **Staff Report**

TO:

Honorable Mayor and Members of the Town Council

FROM:

Sean Rabe, Town Manager

DATE:

February 9, 2021

RE:

Amendment 1 to Agreement for Public Works and Engineering Support Services with

CSG Consultants, Inc.

#### Recommendation

Staff recommends the Town Council adopt the attached resolution and authorize the Town Manager to enter into a first agreement amendment with CSG Consultants, Inc., for Public Works and Engineering Support Services. The amendment will increase the firm's contract amount from \$100,000 to \$140,000 and will provide time for the Town Manager to recruit for a fulltime staff Engineer position.

#### **Issue Statement and Discussion**

On September 8, 2020, the Town Council of Loomis adopted a resolution approving the Agreement for Public works Support Services with CSG Consultants, Inc in the amount of \$100,000.

Over the past 5 months CSG has provided invaluable services to the Town of Loomis serving as the Interim Public Works Director, the Interim Town Engineer, and Special Projects Manager for the Town of Loomis.

#### Duties include:

- o Overseeing the design and construction of Capital Improvement Projects.
- o Reviewing Capital Improvement Project Plans, Specifications and Estimates.
- Preparing Requests for Proposals, Reviewing Response to Proposals, Selecting Consultants.
- o Processing various land development projects from application to approval.
- o Reviewing, processing and approving encroachment and grading permits.
- Addressing and resolving issues with the residential community concerning traffic and speeding issues.
- Coordinating with the Planning, the Building and Finance Departments on day to day issues.
- o Assisting the Planning Department in the Town's General Plan Update.
- o Updating the Town's Local Hazard Mitigation Plan (LHMP).
- Coordinating with the Town's Construction Inspector, Building Official & Code Enforcement Officer on various public & private projects or enforcement issues.

- Maintain the Town's storm water compliance program as it relates to the Town's Municipal Stormwater Permit, County stormwater treatment measure, County Flood Control District and FEMA compliance.
- Working with Staff, Consultant and State agencies to update and renew the Town's 17year Ca. Fish and Wildlife RMA Permit.
- Coordinating with the Public Works maintenance division to addressing and maintaining Town facilities roadways and infrastructure, traffic safety, parks and landscaping, and storm drain management.
- o Coordinating with local utility companies regarding current and future projects.
- o Coordinating with the local Fire and Police Departments.
- Participated in various Countywide transportation and flood control technical advisory committees.
- o Maintaining day to day general ad-ministrative services, staff reports, review and invoice approvals, department meeting, responses to the public. Etc...
- o Keeping the Town Manager informed on key Public Works and Engineering Issues.

Staff will also be reviewing the current fee schedule to help support these and other services. It is anticipated that a Cost of Service (Fee Study) will be brought to Town Council in the April/May timeframe.

The cost to the Town for these services has been averaged approximately \$20,000 per month. While CSG Consultants has done a great job of identifying issues throughout the engineering and Public Works departments, staff has determined that a fulltime staff member would be better suited to fill the Town Engineer position. I am just now beginning the recruitment process.

Staff recommends increasing CSG Consultants, Inc. contract amount from \$100,000 to \$140,000 to allow time to recruit the staff person.

#### **CEQA Requirements**

There is no CEQA requirement associated with the recommended action.

#### Financial and/or Policy Implications

Funding for the amendment is part of the mid-year budget amendment.

#### Attachments

- A. Resolution
- B. CSG Consultants, Inc. Public Works Support Agreement Amendment 1

### TOWN OF LOOMIS

RESOLUTION NO. 21 -

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOOMIS

AMENDING THE AGREEMENT FOR PUBLIC WORKS AND ENGINEERING SUPPORT SERVICES

WITH CSG CONSULTANTS, INC.

WHEREAS, the Town and CSG Consultants, Inc. entered into the September 8, 2020 Agreement For Public Works and Engineering Support ("AGREEMENT"), to provide a short-term contract for engineering and project management professional services upon the departure of the Town's Public Works Director/Town Engineer; and

WHEREAS, the Town Manager has appointed an existing employee to fill the Public Works Director position; and

WHEREAS, the Town Manager has determined a fulltime Town Engineer position is needed as opposed to a consulting firm; and

**WHEREAS**, CSG Consultants, Inc., has provided invaluable work identifying issues needing resolution in both the Engineering and Public Works Departments; and

WHEREAS, the Town Manager and CSG Consultants have identified additional funds required to support the Town throughout the transition to a fulltime Town Engineer position; and

**WHEREAS,** the Town and CSG Consultants now desire to approve a First Amendment to the AGREEMENT to increase the total compensation amount under the AGREEMENT to \$140,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said Agreement as follows:

- I. <u>Amendment</u>. Section 3.A of the Contract is hereby amended by replacing the figure \$100,000 with \$140,000.
- II. Remaining Terms Unaffected:

Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

**PASSED AND ADOPTED** by the Town Council of the Town of Loomis this 9th day of February, 2021, by the following vote:

	.g	
AYES: NOES: ABSTAINED: ABSENT:		
ATTEST:	Mayor	
Town Clerk		

# AMENDMENT NO. 1 TO THE CONTRACT FOR SERVICES BETWEEN THE TOWN OF LOOMIS AND CSG CONSULTANTS, INC., DATED SEPTEMBER 8, 2020

This Amendment No. 1 to the Contract for Services between the **Town of Loomis** ("Town") and CSG Consultants, Inc. ("CSG") which was entered into on September 8, 2020, is made and entered into this 9<sup>th</sup> Day of February 2021 (the "Effective Date").

#### RECITALS

**WHEREAS**, the Town and CSG Consultants, Inc. entered into the September 8, 2020 Agreement For Public Works and Engineering Support ("AGREEMENT"), to provide a short-term contract for engineering and project management professional services upon the departure of the Town's Public Works Director/Town Engineer; and

**WHEREAS**, the Town Manager has determined a fulltime Town Engineer position is needed as opposed to a consulting firm; and

**WHEREAS**, CSG Consultants, Inc., has provided invaluable work identifying issues needing resolution in both the Engineering and Public Works Departments; and

**WHEREAS**, the Town Manager and CSG Consultants have identified additional funds required to support the Town throughout the transition to a fulltime Town Engineer position; and

**WHEREAS,** the Town and CSG now desire to approve a First Amendment to the AGREEMENT to increase the total compensation amount under the AGREEMENT to \$140,000.

NOW, THEREFORE, IT IS MUTUALLY AGREED by parties hereto to amend said Agreement as follows:

- I. <u>Amendment</u>. Section 3.A of the Contract is hereby amended by replacing the figure \$100,000 with \$140.000.
- II. Remaining Terms Unaffected:

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Except as expressly provided herein, nothing in this Amendment shall be deemed to waive or modify any of the other provisions of the Contract. In the event of any conflict between this Amendment and the Contract, the terms of this Amendment shall control.

IN WITNESS WHEREOF the parties hereto have executed this Amendment as of the Effective Date.

Town of Loomis	CSG Consultants, Inc.	
By: Sean Rabe, Town Manager	By:	
Approved as to form:		
By:		
Attest:		
By: Charleen Strock, Town Clerk		