



AGENDA

Special City Council Meeting,

Successor Agency to the
Former Redevelopment Agency and the
Wasco Public Finance Authority

Tuesday, January 16, 2024 – 6:00 p.m.

Council Chambers

746 8th Street, Wasco, CA 93280

www.cityofwasco.org

AGENDA AVAILABILITY: The City Council Agenda is posted on the bulletin board at the entry of City Hall 746 8th Street, Wasco, at the entrance of 764 E Street, Wasco, and at the entry of the Sheriff's Office 748 F Street, Wasco. The agenda packet, meeting minutes, and archived City Council meetings are available on the City's website at www.cityofwasco.org.

AGENDA MATERIALS: City Council agenda materials are released no later than 24 hours prior to a Special meeting and are available to the public at the City Clerk's Office, 746 8th Street, Wasco, CA, in a public binder at each City Council meeting, and on the City's website at <https://www.cityofwasco.org/AgendaCenter>

PUBLIC COMMENTS: This is a special meeting, and only comments or statements concerning the Agenda items listed below are allowed (GC54954.3a). Public comments may be made in person or via email. **If you would like to submit a public comment via email**, please submit email comments to cityclerk@cityofwasco.org **no later than 4:00 p.m. January 16, 2024.**

Every effort will be made to read your comment into the record; however, they are limited to two (2) minutes. If a comment is received after the specific time mentioned above but before the meeting is adjourned, the comment will still be included as a part of the record of the meeting but will not be read into the record.

Please be advised that communications directed to the City Council are public records and are subject to disclosure pursuant to the California Public Records Act and Brown Act unless exempt from disclosure under the applicable law. Communications will NOT be edited for redactions and will be printed/posted as submitted.

SPANISH INTERPRETATION: If you need an interpretation of your communications to the City Council from Spanish into English, please contact the City Clerk Department at 661-758-7215 or via email at cityclerk@cityofwasco.org. **Subject to availability**

INTERPRETACIÓN EN ESPAÑOL: Si necesita una interpretación de sus comunicaciones al Concejo Municipal del español al inglés, comuníquese con el Departamento del

Secretario de la Ciudad al 661-758-7215 o por correo electrónico a cityclerk@cityofwasco.org. **Sujeto a disponibilidad.**

SPECIAL MEETING – 6:00 p.m.

1) CALL TO ORDER: Mayor Martinez

2) ROLL CALL: Mayor Garcia, Mayor Pro Tem Medina, Council Members: Martinez, Reyna, Saldaña

3) SPECIAL PRESENTATION:

- a.** Approval of Travel Expenses Exceeding \$500.00 for Police Sergeant Maira Puente to attend the POST Supervisors School in Fresno, CA, on 01/29/24 – 02/09/24. (Hurlbert)
- b.** Discussion and possible minute action regarding potential rejection and approval of bids for Wasco Farm Labor Camp Demolition and Cleanup Project 750 H Street Wasco, CA and Adopt a Resolution Authorizing the City Manager or Designee to Award, Finalize and Enter into an Agreement with the Lowest, Fully Responsive Bidder; and find that the Project is categorically exempt pursuant to CEQA Section 21080 (b)(4); 15269(b)(c), as it is characterized as an emergency project due to the nature of the project site. (Hurlbert)

4) ADJOURNMENT:

This is to certify that this agenda was posted at Wasco City Hall on January 15, 2024, on/or before 6:00 p.m. The agenda is also available on the City website at www.cityofwasco.org.



Maria O. Martinez, City Clerk



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Charlie Fivecoat, Chief of Police

DATE: January 16, 2024

SUBJECT: Approval of Travel Expenses Exceeding \$500.00 for Police Sergeant Maira Puente to attend the POST Supervisors School in Fresno, CA on 01/29/24 – 02/09/24.

Recommendation:

Staff recommends the City Council:

1. Approval of Travel Expenses Exceeding \$500.00 for Sergeant Maira Puente to attend the POST Supervisors Course in Fresno, CA on 01/29/24-02/09/24, and
2. Find that this action is not a project as defined under the California Environmental Quality Act State Guidelines; therefore, pursuant to State Guidelines Section 15060(c) (3), no environmental review is required.

Environmental Review:

The staff has reviewed the proposed activity for compliance with the California Environmental Quality Act(CEQA) and has determined that the activity is not a "Project" as defined under Section 15378 of the State CEQA guidelines because the proposed activity consists of a governmental fiscal/administrative activity which does not result in a physical change in the environment; therefore, pursuant to Section 15060(c)(3) of the State CEQA Guidelines, the activity is not subject to CEQA. Thus, no environmental review is required.

Discussion:

The POST Mandated Supervisory Course is designed to introduce law enforcement supervisors to the duties and responsibilities of first-line supervisors. This course satisfies mandatory POST regulation 1005 (b) for supervisors.

Fiscal Impact:

This training is POST reimbursable for travel and per diem expenses. There are no tuition charges for the course. POST Control # 3550-00400-23-003.

Attachments:

1. Course information



Fresno City College

POST Supervisor Course

DATES

- January 29 - February 9, 2024 *Full*
- April 15 - 26, 2024 *Waitlisted*
- September 9 -20, 2024
- October 28 - November 8, 2024

COST

\$299.00

Fees include registration, health fee, material fees (*if applicable*), parking fees (*if course is on campus*). Fees can vary per semester. Fees are subject to change. Fees are based on California resident. Contact the Academy for out-of-state fees.

LOCATION

Hilton Garden Inn

520 West Shaw Ave

Clovis, CA 93612

Phone 559.299.2523

RESERVATIONS

Reserve Your Seat

Please call and cancel your reservations if you cannot attend. College Registration fees are subject to change without notice. Make checks payable to **Fresno City College**. Out of Consideration for people who are on a waiting list, please cancel your reservation no later than 21 days prior to the first day of class.

LEAD INSTRUCTOR

Randy Waltz, Fresno District Attorney Office (RET.)

CERTIFIED HOURS

80 Hours

8:00 am to 5:00 pm

DESCRIPTION - AJ276

This is the new POST supervisory training format based on the SLI format. This course provides POST training curriculum for the newly promoted law enforcement supervisor. Topical areas covered during the 80-hours of instruction include: role

identification, leadership styles, values, ethics and principles, assertive leadership, administrative support, employee performance appraisal, employee relations, liability issues, discipline, counseling , planning and organization, communications, investigations, stress, and training.

All prospective students must have completed the POST Basic Course or its equivalent prior to enrollment in the Supervisory Course.

The Supervisory course is specifically designed for sworn first-level supervisors and may not be compatible with the needs of students who are other than sworn first-line supervisors.

PREREQUISITES

A California Peace Officer Standards and Training Basic Course certificate issued from an accredited regional police academy or equivalent as determined by the division Dean or their appointee. These skills and knowledge base are related to adopted POST and/or industry standards. NOTE: Approval of equivalent training is not a guarantee state regulatory or licensing agencies will also grant equivalency.

Completed the POST Basic Course and has been, or will be promoted within 12 months to a first level supervisory position, in a California law enforcement and is authorized by the law enforcement department head.



STAFF REPORT City of Wasco

TO: Honorable Mayor and Council Members

FROM: M. Scott Hurlbert, City Manager
Luis Villa, Public Works Director

DATE: January 16, 2024

SUBJECT: Discussion and possible minute action regarding potential rejection and approval of bids for Wasco Farm Labor Camp Demolition and Cleanup Project 750 H Street Wasco, CA and Adopt a Resolution Authorizing the City Manager or Designee to Award, Finalize and Enter into an Agreement with the Lowest, Fully Responsive Bidder and find that the Project is categorically exempt pursuant to CEQA Section 21080 (b)(4); 15269(b)(c), as it is characterized as an emergency project due to the nature of the project site.

Recommendation:

Staff recommends the City Council Authorize:

- 1) Rejecting the bid submitted by Unlimited Environmental, Inc. for the reasons outlined in this report.
- 2) Adopt a Resolution Authorizing The City Manager or designee to Finalize, Endorse and enter into an Agreement with Amerivet Contracting for the Labor Camp Demolition and Cleanup Project in the amount of \$1,149,525 and allowing the City Manager to execute Contract Change Orders in an amount not to exceed an aggregate of \$150,000.
- 3) Find that this Project is classified as categorically exempt pursuant to CEQA Section 21080 (b)(4); 15269(b)(c).

Environmental Review:

Staff has reviewed the proposed Project for compliance with the California Environmental Quality Act (CEQA) and has determined that the Project is categorically exempt pursuant to CEQA Section 21080 (b)(4); 15269(b)(c), as it is characterized as an emergency project due to the nature of the project site.

Discussion:

The City entered into an agreement with the High-Speed Rail in June of 2023 which allowed for reimbursement for the City to move forward with the demolition of the old Farm Labor Camp located at 750 H Street. Issues with crime, homelessness, fires, theft etc. have plagued this area for the past few years as it has sat uninhabited.

The first step in the process of clearing the site is the abatement which is ongoing at the moment. The next step is the demolition and cleanup of the Labor Camp.

A re-issue of the request for bids to perform Wasco Farm Labor Camp Demolition and Cleanup was released on December 17, 2023. On January 3, 2024 a mandatory job-walk was held at the site. All Seven companies ultimately bidding on the project attended the job-walk. An addendum to the Bid Document was released on January 5, 2024.

On January 10, 2024, at 2 PM, seven bids were received and publicly opened and read. Below are the bids from lowest to the highest:

Contractor	Bid Amount
Unlimited Environmental, Inc.	\$1,140,000
Amerivet Contracting	\$1,149,525
Interior Demolition Inc.	\$1,210,168
Resource Environmental	\$1,238,000
Kroeker Inc.	\$1,396,969
CVE Demolition Inc.	\$1,895,000
Clauss Construction	\$2,368,714

After reviewing the received bids, Staff concludes Unlimited Environmental, Inc. was not the lowest responsive bidder.

Moving forward, The City proposes rejection of Unlimited Environmental, Inc. bid and consideration of acceptance of the apparent lowest, responsive bid from Amerivet Contracting, whose bid amount is \$1,149,525.

Fiscal Impact:

The City has allotted funds for this Project under Project No. 21003. In total, The budget shows \$9,360,432 coming from the General Fund. The agreement with the High-Speed Rail Authority has authorized us to be reimbursed for \$9,000,000 related to the abatement and demolition of this site. After the abatement contract is paid out, \$2,597,000 (not including the material testing) that would leave \$6,763,432 (budgeted) with \$6,403,000 (reimbursable) for the demolition & site clearing phase. No budget action is required with approval of this item.

Project Costs by Phase

	Project Costs by Phase						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
Study							-
Environmental Review							-
Land Acquisition							-
Site Preparation							-
Design							-
Construction	9,360,432						9,360,432
Construction Management							-
Equipment Acquisition							-
Total	9,360,432	-	-	-	-	-	9,360,432

Project Funding Sources

	Project Funding Sources						
	Prior Years	2022-23	2023-24	2024-25	2025-26	2026-27	Total
General Fund	9,360,432						9,360,432
							-
							-
Total	9,360,432	-	-	-	-	-	9,360,432

Project Effect on the Operating Budget: Eliminates maintenance and repair costs associated with buildings.

Attachments:

1. Resolution
2. Draft Agreement

RESOLUTION NO. 2024 -

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WASCO AUTHORIZING THE CITY MANAGER OR DESIGNEE TO AWARD, FINALIZE, AND ENTER INTO AN AGREEMENT WITH AMERIVET CONTRACTING FOR THE LABOR CAMP DEMOLITION AND CLEANUP PROJECT IN THE AMOUNT \$1,149,525 AND AUTHORIZE THE CITY MANAGER OR DESIGNEE TO EXECUTE CONTRACT CHANGE ORDERS IN AN AMOUNT NOT TO EXCEED AN AGGREGATE OF \$150,000.00

WHEREAS, the City of Wasco entered into an agreement with the High-Speed Rail in June of 2023; and

WHEREAS, said Agreement will allow the city to obtain reimbursement for the Labor Camp Demolition and Cleanup Project cost; and

WHEREAS, The City of Wasco requested formal bids for the Labor Camp Demolition and Cleanup Project; and

WHEREAS, On January 10, 2024, the City received seven (7) bids and publicly opened formal bids at 2 pm; and

WHEREAS, the City Council Authorizes the City Manager to Finalize and Enter into an agreement with Amerivet Contracting (the "Agreement"), the lowest, fully Responsive Bidder for the Amount of \$1,149,525; and

WHEREAS, said Agreement will be made in the form and manner prescribed by the City of Wasco Municipal Code and the California Public Contract Code; and

WHEREAS, the Agreement shall be governed by and construed in accordance with the laws of the State of California; and

WHEREAS, the awarded Contractor will agree to comply with the State prevailing wage determinations in effect ten days prior to the bid opening of January 10, 2024.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Wasco as follows:

SECTION 1: Authorize the City Manager or Designee to Award, Finalize, and Enter into an agreement with Amerivet Contracting, the lowest fully responsive bidder.

SECTION 2: Authorize the City Manager or designee to execute Contract Change Orders in an amount not to exceed an aggregate of \$150,000.00.

I HEREBY CERTIFY that the foregoing Resolution No. 2024 - ____ was adopted by the Council of the City of Wasco at a Special meeting thereof held on January 16, 2024, by the following vote:

COUNCIL MEMBERS: MARTINEZ, GARCIA, MEDINA, REYNA, SALDAÑA

AYES:

NOES:

ABSTAIN:

ABSENT:

Alexandro Garcia,
MAYOR of the City of Wasco

Attest: _____

MARIA O. MARTINEZ
CITY CLERK and Ex Officio Clerk of
the Council of the City of Wasco

AGREEMENT

THIS AGREEMENT made this **16th** day of **January 2024**, by and between the **CITY OF WASCO**, hereinafter "Contractor", and Amerivet Contracting, hereinafter "Subcontractor,"

WITNESSETH:

WHEREAS, Contractor entered into a Standard Agreement with the California High Speed Rail Authority (the "Authority") (Agreement No. HSR 22-74) to perform the services described in Exhibit "A" attached hereto and by this reference made a part hereof; and

WHEREAS, Contractor wishes to hire Subcontractor to perform those services described in Exhibit "B" attached hereto and by this reference made a part hereof (the "Services") pursuant to the terms and conditions hereinafter described and Subcontractor is agreeable thereto.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth hereinafter, the parties agree as follows:

1. The parties incorporate the foregoing recitals as if fully set forth herein verbatim.

2. Contractor hereby contracts with Subcontractor to perform the Services pursuant to the terms and conditions of this Agreement and Subcontractor is agreeable thereto. Attached as Exhibit "D" are additional terms and conditions to this Agreement and are incorporated herein by this reference.

3. Subcontractor agrees to complete the Services for a total price of not to exceed \$1,149,525 based on Subcontractors rates described in Exhibit "C" and by this reference made a part hereof which shall represent the full and complete compensation due and owing Subcontractor. Subcontractor shall be paid upon completion of the Services to the reasonable satisfaction of Contractor. Prior to payment of Subcontractor, Subcontractor shall first provide Contractor with a written invoice setting forth the Services performed, the hours expended, the employees performing the Services and the amount due and owing which may be reviewed by the City Manager or the City Manager's representative and approved for payment. Thereafter, the invoice shall be submitted to the City Council at the next regularly scheduled meeting for which the matter can be presented for consideration. Thereafter, upon approval by the City Council, the invoice shall be paid in the amounts approved by the City Council within a reasonable time

thereafter.

4. Subcontractor shall complete the Services within 60 working days from the date noted on the notice to proceed. In the performance of Subcontractor's duties hereunder, Subcontractor shall provide all vehicles, tools, personnel, equipment, supplies and all such other items as are necessary or convenient to completing the Services at Subcontractor's sole cost and expense. Information, data, plans and specifications, and all other Service documents drafted or created by Subcontractor or on behalf of Subcontractor shall belong to Contractor and Subcontractor hereby assigns all of its copyright interests therein to Contractor, irrevocably and forever and agrees that Contractor shall be the owner of all such copyrights.

5. Subcontractor, at Subcontractor's sole cost and expense, shall maintain throughout the term of this Agreement (i) all Worker's Compensation Insurance where and in the amounts required by law, (ii) a Comprehensive General Public Liability Insurance Policy from a company approved by Contractor for protection against liability to the public arising as an incident of Subcontractor's performance hereunder in amounts not less than \$1 million per occurrence (the "Policy"), with a waiver of subrogation and be primary insurance naming the Authority, the Contractor, their officers, councilpersons, employees, subcontractors, and representatives as additional insureds and affording Contractor at least 10 days notice prior to cancellation or reduction of coverage, and (iii) Vehicle Liability Insurance in amounts not less than those set forth in Subparagraph (ii) of this Article 5. In the event the Policy shall lapse or be canceled, Contractor may, at Contractor's sole discretion, terminate this Agreement without further notice to Subcontractor. Subcontractor shall provide Contractor with a Certificate of Insurance verifying Subcontractor's compliance with the foregoing. This Agreement shall not be effective until Contractor has received and approved same.

6. Subcontractor shall pay, and shall require Subcontractors to pay, employees a salary or wage at least equal to the prevailing salary or wage established for such work as set forth in the wage determinations and wage standards applicable to the Services. In accordance with Section 1775 of the California Labor Code, Subcontractor shall pay such penalties and incur such costs as described therein and as are more particularly determined by the Labor Commissioner, in the event of any violation of the foregoing requirement. In addition to the foregoing, Subcontractor and all Subcontractors shall pay to workmen employed in the performance of the Services no less than the general prevailing rate of per diem wages for holiday and overtime work fixed as provided in the Labor Code. Copies of the prevailing rate of per diem wages are on file at Contractor's principal office and are available for examination by any interested party on request, during normal business hours. Subcontractor shall keep an accurate payroll record showing the name, address, social security number, work

classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each worker or other employee employed by Subcontractor hereunder.

7. Subcontractor hereby indemnifies, agrees to defend, and holds harmless the Authority, the Contractor, and their officers, councilpersons, employees, subcontractors, and representatives from any and all claims, demands, suits, judgments, liability, damages, costs, and expenses arising in any manner out of this Agreement or occasioned by the performance or attempted performance of the provisions hereof including but not limited to any act or omission to act on the part of Subcontractor or Subcontractor's employees, subcontractors, agents, or representatives.

8. In addition to any other methods of termination described in this Agreement, Contractor may terminate this Agreement at any time upon determination that Subcontractor is not performing its duties properly or has otherwise breached this Agreement. In the event of termination based on nonperformance or other breach of this Agreement, Contractor shall so notify Subcontractor in writing and this Agreement shall be immediately terminated thereafter. In addition to the foregoing, Contractor may terminate this Agreement upon ten (10) days written notice to Subcontractor at Contractor's sole and absolute discretion. In the event of any termination, Subcontractor shall be entitled to payment for Subcontractor's performance of its obligations hereunder to the date of termination subject to Contractor's approval and acceptance of Subcontractor's performance.

9. In the performance of its obligations hereunder, Subcontractor acknowledges that Subcontractor and Subcontractor's employees, subcontractors, agents, and representatives may encounter dangerous conditions either on real property owned or controlled by Contractor, or in the manner in which Subcontractor is required to or chooses to perform its obligations hereunder, or in any other aspect or part of its performance hereunder. Subcontractor for itself and on behalf of its employees, subcontractors, agents, and representatives assumes the risk of same and hereby waives, releases, and forever discharges Contractor, its officers, councilpersons, employees, subcontractors, agents, and representatives from any and all liability, claims, actions, losses, costs, and expenses arising out of all injuries, and damages which may be suffered by Subcontractor or Subcontractor's employees, subcontractors, agents, or representatives including, but not limited to, any of same attributable in any way to any act or omission to act or any negligence whatsoever, whether passive or active, by Contractor, or Contractor's officers, councilpersons, employees, subcontractors, agents, or representatives. Subcontractor represents and warrants that it has read and fully understands the provisions of Section 1542 of the Civil Code of California which

states as follows:

"A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her would have materially affected his or her settlement with the debtor or released party."

Subcontractor on behalf of itself and its employees, subcontractors, agents, and representatives hereby expressly waives and releases any right or benefit which each has or may have under Civil Code Section 1542.

10. Subcontractor shall not assign any portion of this Agreement to any other person or entity.

11. If this Agreement or any portion of same shall be considered invalid by any court of competent jurisdiction, the invalid portion shall not affect the validity of the remainder of the Agreement and the Agreement shall continue in full force and effect as if the invalid portion had not been included therein.

12. Any notice required or permitted under this Agreement or at law shall be deemed to be delivered when personally served on the party to be noticed or (a) on the next business day following deposit of the notice with an overnight delivery service, provided the overnight carrier's records confirm delivery, (b) when delivered by United States Mail, Postage Prepaid, Registered or Certified Mail, Return Receipt Requested, with the date of signing the Return Receipt (or refusal to sign) deemed the date of service, (c) three business days following deposit in the United States Mail, Postage Prepaid, (d) when sent by confirmed facsimile transmission, or (e) when sent by electronic mail ("email"). The following addresses shall be used: Contractor – Contractor Manager, 746 8th Street, Wasco, California 93280, Fax - (661) 758-7214, Email: cityclerk@cityofwasco.org and Subcontractor – Drew Simpson, President, Amerivet Contracting, 1706 Hoover Ave, National City, CA 91950, Phone—(619) 721-5002, Email—Seth@vetcontracting.com. Any party may change any of the foregoing as it relates to the party by giving written notice to the other party in the manner set forth herein.

13. If any action is commenced between the parties concerning any provision of this Agreement or the rights and duties of any party in relation thereto or the interpretation of this Agreement, the prevailing party shall be entitled, in addition to such other relief as may be granted, to a reasonable sum for the party's attorney's fees in such action.

14. This Agreement may be amended only by a writing executed by all

parties.

15. The parties hereto agree that this Agreement accurately reflects the agreement of the parties and is the product of negotiations between the parties, and shall not create a rebuttable presumption against the party who drafted same.

16. This Agreement contains all of the agreements of the parties with respect to all matters mentioned herein and no prior agreement or understanding pertaining to any such matter shall be effective.

17. This Agreement may be executed in counterparts. A facsimile or electronic copy of this fully executed Agreement shall be as effective as the original for all purposes.

18. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

19. Waiver by a party of any provision of this Agreement shall not be considered a continuing waiver or a waiver of any other provision, including the time for performance of any such provision.

20. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, and their respective heirs, successors, and assigns. Notwithstanding the foregoing, Subcontractor shall not, under any conditions, assign this Agreement or any part thereof to any other entity or individual.

21. Subcontractor is an independent contractor under this Agreement and is not an agent or employee of Contractor. As such, Subcontractor is not entitled to participate in any plans, arrangements, or distributions that Contractor may now or hereafter have, including, without limitation, retirement plans, health care or similar benefits for regular employees.

22. Subcontractor shall provide performance and payment bonds prior to commencement of performance of its Services as follows and to the satisfaction of Contractor:

\$ 1,149,525 for assuring performance of its services ("the performance bond"); and
\$ 1,149,525 for payment of all labor and materials ("the payment bond").

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first hereinabove written.

City of Wasco, California
“**Contractor**”

By:

M. Scott Hurlbert, City Manager

Amerivet Contracting,
“**Subcontractor**”

By:

Drew Simpson, President