



# CITY OF WHEATLAND

## CITY COUNCIL MEETING STAFF REPORT

January 23, 2024

**SUBJECT:** Consideration and Adoption of Resolution Authorizing the Purchase of Community Garden Fencing and Amending the Fiscal Year 2023-24 Community Garden Fund Budget

**PREPARED BY:** Dale Klever, Public Works Director  
Youa Hill, Public Works Supervisor

### **Recommendation**

Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing the purchase of fencing for the Wheatland Community Garden from R&S Overhead Doors & Gates in the amount of \$21,373.12 and amending **authorizing a \$30,000 appropriation in the Fiscal Year 2023-24 Community Garden Fund Budget to account for this expenditure and other associated costs.**

### **Background/Discussion**

The Wheatland Community Garden Program was established by the City to incorporate urban agriculture into existing City parkland and open space. The Community Garden is located within the Park Place neighborhood, near the intersection of McDevitt Drive and Spruce Avenue. The initial garden included twelve planter boxes. The Community Garden is currently fully utilized by the community and there is a waiting list for additional space. The Wheatland Church of Latter-day Saints recently approached the City to volunteer for a project to assist with expanding the City's Community Garden. This organization provided volunteer labor to build 12 additional garden boxes. Before staff installs the new garden boxes and makes them available to the public, security fencing must be installed.

Five fencing companies were contacted for quotes with responses received from two companies, including two quotes for chain-link and one quote for wrought iron fencing. The wrought iron fencing matches the style of the existing Community Garden fencing. R&S Overhead Doors & Gates of Sacramento submitted a quote for 220 feet of black wrought iron fencing with two gates (a three-foot pedestrian and ten-foot vehicle/equipment gate) for a total cost of \$21,373.12. It is recommended that this purchase be funded from the Community Garden Special Revenue Fund.

### **Fiscal Impact**

The Community Garden Fund has a current balance of \$39,810. The recommended action will appropriate \$21,373.12 **\$30,000** from this fund for the new fencing **and other associated costs..**

### **Attachments**

1. Resolution
2. Fencing Quotes

Attachment 1

**WHEATLAND CITY COUNCIL  
RESOLUTION NO. \*\*-24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND AUTHORIZING THE  
EXPANSION OF THE COMMUNITY GARDEN, THE PURCHASE OF COMMUNITY GARDEN  
FENCING FROM R&S OVERHEAD DOORS & GATES AND AMENDING THE FISCAL YEAR  
2023-24 COMMUNITY GARDEN FUND BUDGET**

**WHEREAS**, the City received quotations for fencing for the Wheatland Community Garden: and

**WHEREAS**, the Fiscal Year 2023-24 Budget, which was adopted by the City Council on June 27, 2023 did not include funding for the **expansion of the Community Garden or the purchase of Community Garden fencing** ; and

**WHEREAS**, sufficient funding for this **expansion and purchase** is available in the Community Garden Fund; and

**WHEREAS**, a budget amendment is required to appropriate funding for this **expansion and purchase of the fencing**.

**NOW, THEREFORE, BE IT RESOLVED AND DETERMINED** by the City Council of the City of Wheatland that:

- A. The foregoing recitals are true and correct.
- B. The purchase of fencing for the Wheatland Community Garden from R&S Overhead Doors & Gates in the amount of \$21,373.12 is approved.
- C. The Fiscal Year 2023-24 Budget is amended to include an expenditure appropriation of ~~\$21,373~~ **\$30,000** in the Community Garden Fund (Fund 144) for the purchase and installation of fencing **and other associated costs**.

\* \* \* \* \*

**PASSED AND ADOPTED** by the City Council of City of Wheatland on this 23<sup>rd</sup> day of January 2024, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

**APPROVED:**

\_\_\_\_\_  
Mayor of the City of Wheatland

**ATTEST:**

\_\_\_\_\_  
Lisa Thomason, City Clerk



R&S OVERHEAD DOORS & GATES OF SACRAMENTO, INC  
 8711 Elder Creek Rd. #400  
 Sacramento, California 95828  
 Ph: (916) 371-5320 Fax: (916) 371-2363  
 Cont. Lic. No. 460057

**OFFER**  
 419618

**Customer Info** **Job Info**

**City of Wheatland**  
 208 Fourth Street  
 Wheatland, CA 95692

**Est. Fencing**  
 208 Fourth Street  
 Wheatland, CA 95692

Attn: Youa Hill

Date	Offer No	Submitted By	Reference
10/25/2023	419618	Nathan (Nate) Martin	Garden Fencing

**Description** **Amounts**

Garden Fencing \$17,405.77

220'x 6' chain link  
 1 7/8" post  
 2 3/8" terminal post and hinge post  
 (1) 3' Pedestrian gate  
 (1) 10' Swing gate  
 Black in color

\$21,373.12 OPTION

220'x 6' Wrought iron fencing  
 2" post  
 3" terminal post and hinge post  
 (1) 3' Pedestrian gate  
 (1) 10' Swing gate  
 Black in color

NOTE: All panels will be welded

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
10/25/2023	25% Deposit, 75% Completion	30 Days	11/24/2023	\$17,405.77

Submitted By	Phone No	Email
Nathan (Nate) Martin, Gate Field Supervisor	(916) 764-2693	nate@rsdoorsandgates.com

**Terms & Conditions**

WARRANTY: One year on labor, One years on New Material-Per Manufacturers Warranty, limited to defects. No Warranty on existing equipment. Warranty does not cover acts of vandalism or acts of nature.

NOTE: Warranty work to be performed during normal business hours 8:00 am to 4:30 pm, Monday through Friday, excluding weekends and holidays.

R&S will not accept any additional contract and/or agreements sent by customer, contractor or others. R&S will perform work after R&S's offer has been signed.

**Signature**

ACCEPTED BY

PRINT NAME

EMAIL ADDRESS

DATE

NOTICE: IT IS UNDERSTOOD AND AGREED BY EACH PARTY HERETO IF SUIT IS BROUGHT TO ENFORCE ANY TERM, CONDITION OR COVENANT OF THIS SALES AND SERVICE AGREEMENT, THE PREVAILING PARTY SHALL BE ENTITLED TO RECOVER ALL COSTS OF SUCH ACTIONS, INCLUDING REASONABLE ATTORNEY'S FEES AS MAY BE FIXED BY THE COURT. I REPRESENT TO R&S OVERHEAD DOORS AND GATES OF SACRAMENTO, INC. THAT I AM AUTHORIZED TO BIND THE PURCHASER TO THE TERMS SET FORTH HEREIN BY EXECUTING THIS WORK ORDER. I ACKNOWLEDGE RECEIPT OF A COPY OF THIS AGREEMENT, AND I ACKNOWLEDGE THE SATISFACTORY COMPLETION OF THE OR THE DESIRED WORK.

**NOTICE TO OWNER** (Section 7019 - Contractors License Law) under the Mechanics Lien Law, any contractor, subcontractor, laborer, material man or other person who helps to improve your property and is not paid for his labor, services or material, has a right to enforce his claim against your property. Under the law, you may protect yourself against such claims by filing, before commencing such work of improvement, an original contract for work of improvement or a modification thereof, in the office of the county recorder of the county where the property is situated and requiring that a contractor's payment bond be recorded in such office. Said bond shall be in an amount not less than fifty percent (50%) of the contract price and shall, in addition to any conditions for the performance of the contract, be conditioned for the payment in full of claims of all persons furnishing labor, services, equipment or materials for the work described in said contract.

**IN THE STATE OF CALIFORNIA** Contractors are required to be licensed and regulated by the Contractors State License Board. Any questions concerning a contractor may be referred to the Registrar of the board whose address is: Contractors State License Board, P. O. Box 26900, Sacramento, CA 95826-1103. CUSTOMER, at its own expense, shall guarantee that the wall construction around openings is suitable for hanging all closures, door seals, and accessories, and that there are proper clearances for their erection. CUSTOMER, at its own expense, shall further guarantee that the openings into which closures or around which door seals are to be installed are complete, unobstructed, and available to employees of R & S or any subcontractor of R & S without delay or interruption of the work. At its own expense, Customer shall provide access to everything needed by R&S to perform its work. Customer, at its own expense, shall restore that which was damaged or removed to provide access.

2) R & S will not prepare or furnish the opening, sills, jambs, lintels, structural members to which closures or door seals or accessories are to be attached, or glass or glazing, or when motor operators are part of the products furnished, any wire, wiring, fuses, or conduits, or any auxiliary steel work for carrying, supporting, or attaching power units. All electrical is the responsibility of customer. R & S is not responsible for errors in the plans, specs or drawings prepared by others. Damages caused by others during or after installation are not the responsibility of R&S.

3) If permits are required, customer shall obtain them at Customer's own expense.

4) Prices quoted for services are based upon performing work during normal straight-time hours. If services are performed at any other time, CUSTOMER agrees to pay R & S the overtime rate of all premium pay and other additional costs incurred by R & S or R & S's subcontractor(s). Additional work or changes in the work will be done at a price agreed upon prior to their start.

5) Until the agreed price (and any interest due thereon) for any and all products sold hereunder have been paid in full by CUSTOMER, R & S reserves a security interest in each and all of said products, and in the proceeds of said products, (Collateral), for the price thereof and all allowances under the terms hereof. CUSTOMER agrees that this Collateral and CUSTOMER'S acceptance of the Contract or order to R & S based on this Contract and R & S'S acceptance of said order if any, shall constitute a security agreement evidencing such security interest, and CUSTOMER by accepting this OFFER or by placing an order based on this Contract appoints R & S as CUSTOMER'S attorney in fact to execute any and all documents necessary to perfect this security interest. Customer grants R&S a security interest in the Collateral to secure payment by CUSTOMER.

6) R&S shall not be liable for any loss or damage due to delays caused by the manufacturer, distributor, shipper, owner, or by fire, strikes, weather, or any other cause beyond R&S'S control.

7) Title to the products and the risk of loss of all products shall pass to Customer when they are delivered to Customer, to the jobsite, or a common carrier for transportation to the specified destination.

8) Under no circumstances shall there be any allowance for or reimbursement to customer for repairs or alterations made by anyone other than R & S except and unless previously authorized in writing by R & S.

9) No warranties shall apply if R&S was not paid in full for all of the work it performed. Any obligation of R & S under any warranty, express or implied, is conditioned upon R & S receiving written notice from Customer of any claimed breach promptly after its discovery, and in any event within 90 days for parts and

one year for labor from the date of performance by R & S, and does not include consequential damages and is limited to the repair or replacement, without charge, of any item or part which upon inspection by R & S proves not to have been as warranted when shipped, or if erected by R & S, when erected. If a claim of breach of warranty proves unfounded, the expense of the inspection and repair performed by R & S shall be borne by CUSTOMER. By hiring R&S and notwithstanding any provision to the contrary, whether contained in the subcontract or in the contract between the general contractor and the owner, or in any other document, you expressly agree that R&S'S obligation to indemnify shall be limited to only the reasonable cost to repair or replace R&S'S defective work, and does not include any other damages of any kind whatsoever.

10) In the event that collection efforts are initiated against Customer, Customer agrees to pay for all associated costs of collection including collection agency fees, legal fees, expert fees, and other costs. If any check tendered by Customer does not clear the bank for insufficient funds, Customer can be held liable for three times the amount of the check in no case more than \$1,500, nor less than \$100, plus the face value of the check, or the maximum amount allowed by law as set forth in California Civil Code Section 1719. These remedies are in addition to any other right or remedy that R&S may have.

11) Customer agrees that if customer has a dispute or a problem with R&S'S work performed under this contract, Customer will notify R&S in writing of the exact nature of the problem or dispute. Customer will give R&S a reasonable opportunity to correct the problem or dispute, before hiring another to correct it or before filing a claim or lawsuit against R&S. Customer's failure to give written notice relieves R&S of all responsibility and liability to customer.

12) No action of any kind arising from or related to this contract or the performance thereof may be commenced by Customer against R&S more than two years after completion or cessation of work under this Contract.

13) No oral or prior written offers, promises, agreements, or understanding relating to the subject matter of this contract shall be binding upon R & S. No person shall depart from the Terms and Conditions herein unless authorized in writing by R&S.

14) CUSTOMER agrees, that if R&S must employ the services of an attorney to collect the amount due to R & S under this agreement, or if legal action, arbitration or mediation be instituted to enforce any term, condition or covenant set forth herein, then the prevailing party shall be entitled to recover all costs and attorneys fees actually incurred in addition to any other damages awarded. CUSTOMER agrees that the California Court located nearest to the address of R & S as set forth on the face of the Contract shall have jurisdiction over the subject matter of the contract and shall be the proper Court for bringing any such legal action and CUSTOMER agrees to be bound by the decision of such California Court which shall interpret the provisions of the contract according to California law.

15) In case one or more of the provisions of this Agreement shall be invalid, unenforceable or illegal, the validity, enforceability and legality of the remaining provisions shall not in any way be impaired thereby.

16) A failure by Customer to make payment when due is a material breach of this agreement.



Aristocrat.png

VIEW



# CRUSADER FENCE COMPANY™



3115 Gold Valley Dr.  
Rancho Cordova, CA 95742  
Phone: (888) 818-9191  
Fax: (916) 631-8989  
C-13 License: 1056652  
DIR: 1000449929  
Small Business: 2015918

Thursday, November 2, 2023

ATTN: Uwe

RE: McDevitt Park Enclosure

We are pleased to submit our quotation to furnish and install the following:

1. Approx. 230 LF of 6' tall 9/8 GA 2" mesh sch. 40 black chain link with top rail and bottom tension wire.
2. 1 ea. 3' wide x 6' tall single swing padlockable chain link black gate.
3. 1 ea. 12' wide x 6' tall double drive padlockable chain link black gate.

**Total for the above.....\$28,070.00**

**Acknowledgements: Off haul of spoils not included in above price.**

**Qualifications:**

- This bid document and all its terms and conditions shall be incorporated into any contract or subcontract between Subcontractor and G.C. or Owner in relation to the project on which this bid or proposal is issued. The terms of this bid document shall control and take precedence over any terms in any other writing, contract or subcontract entered between Crusader Fence Co. and G.C. and/or Owner for this project which conflict with or are different than the terms herein. This is a material term and acceptance of this Bid or Proposal expressly includes acceptance of this term.
- Proposal is based on two move-ins, addition move-ins shall be charged at \$2,300 each.
- Site shall include unencumbered access to fence lines for an all-season truck and installation equipment (i.e. Bobcat) for material delivery and work performance. If hand-digging is required because of poor access, Crusader Fence requires a F.C.O. by G.C. or Owner and will result in additional cost.
- Crusader Fence is not responsible for damage to landscape or objects within 6' of fence line or for any disturbance of existing environmental contaminants.
- Staking of fence line shall be laid out by G.C. or Owner prior to Crusader Fence mobilization. Staking shall include all end, corner, and gate locations complete with finished grade elevations. Clearing, grading, grubbing or staking of the fence line is not included in this proposal.
- Locating of non-USA member utilities is not included in bid. Private sub-surface locating services can be added with additional cost. The G.C., Owner, and their representatives shall indemnify and hold Crusader Fence harmless from any and all liabilities and/or damage resulting from unmarked non-USA member utilities. If any underground utility is within 3 feet of fence footings, hydro-vac and/or any other means to safely avoid utility strikes will require a F.C.O. by G.C. or Owner. Hand-digging to avoid underground utility strikes is excluded. Hydro-vac rate is cost plus 15%.
- Non-drillable post holes will require a signed F.C.O. by G.C. or Owner and will result in additional costs. All post holes will be drilled with a 9,000 lbs. (max. size) drilling machine using a 10 min. drill time (max. time) to determine if holes are non-drillable independent of soils report.
- All posts set in concrete slabs, walls, etc. are to be set prior to setting concrete; or they must be blocked out or sleeved by G.C. or Owner. Rebar cages are excluded.
- Any construction schedule shall be made in consultation with Crusader Fence and shall provide adequate time to perform all work during normal working hours based on an eight-hour day. Crusader Fence is not responsible for liquidated damages if insufficient time has been allocated by G.C. or Owner.
- Core drilling, saw cutting, concrete/asphalt patching, spoils haul-off, permits or fees, engineering calculations are not included in this proposal.
- Crusader Fence will provide construction cores only for all keyed lock and hardware sets. Fire Department devices (i.e. Knox) are not included.
- This bid proposal allows for a maximum of a 5% retention. This retention is due and payable 60 days after acceptance of Crusader Fence's completed work.
- Material pricing in this quotation assumes Owner/GC provided lay-down yard. If no lay-down yard is available, the cost for Crusader Fence to handle, deliver and store the project material is 2% of material cost/month.
- Bond rate - .65% on first \$500K, .52% next \$2M, .45% next \$2.5M (No bond expense included in bid) Insurance - \$2M G/L, \$1M Worker's Compensation.
- Crusader Fence Co. requires a letter of intent within 14 days to honor bid submission.

Thank you for the opportunity to quote this project.

Very respectfully,

Kosta Skondras  
916-809-2308  
kosta@crusaderfence.com



Wheatland, CA

# Budget Report Account Summary

For Fiscal: 2023-2024 Period Ending: 01/31/2024

	Original Total Budget	Current Total Budget	Period Activity	Fiscal Activity	Variance Favorable (Unfavorable)	Percent Remaining
<b>Fund: 144000 - Wheatland Community Gardens</b>						
<b>Expense</b>						
<u>144000-00-51150</u> Supplies	0.00	0.00	0.00	3,143.52	-3,143.52	0.00 %
<u>144000-00-54500</u> Small Equipment	0.00	0.00	0.00	1,658.42	-1,658.42	0.00 %
<b>Expense Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,801.94</b>	<b>-4,801.94</b>	<b>0.00%</b>
<b>Fund: 144000 - Wheatland Community Gardens Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,801.94</b>	<b>-4,801.94</b>	<b>0.00%</b>
<b>Report Total:</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>4,801.94</b>	<b>-4,801.94</b>	<b>0.00%</b>