



REGULAR CITY COUNCIL MEETING

Agenda

July 08, 2025 at 6:00 PM

Wheatland Community Center: 101 C Street, Wheatland, CA 95692

City Council meetings are held in-person and are no longer available via ZOOM.

In compliance with the Americans with Disabilities Act, if you are a disabled person and you need a disability-related modification or accommodation to participate in this meeting, please contact City Hall at (530) 633-2761 or (530) 633-9102 (fax). Requests must be made as early as possible and at least one full business day before the start of the meeting.

1. OPENING MATTERS

- 1.1** Call to Order and Roll Call
- 1.2** Pledge of Allegiance to the Flag

2. PUBLIC COMMENT

At this time, the public is permitted to address the City Council on non-agendized items. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked or may request Staff to report back at a future meeting concerning the matter. Any member of the public may contact the City Clerk's Office related to the proper procedure to place an item on a future City Council agenda. The exceptions under which the Council MAY discuss and/or act on items not appearing on the agenda are contained in Government Code §54954.2(b) (1) (2) (3)

3. CONSENT CALENDAR

- 3.1** Minutes from the June 10, 2025 City Council Meeting
- 3.2** Proclamation Honoring the 50th Anniversary of Frank Webb Construction, Inc.
- 3.3** Consideration and Adoption of Resolution Authorizing Purchase of Replacement Floating Aerator from ECS House Industries, Inc.

4. PUBLIC HEARING

- 4.1** Consideration and Adoption of Resolution Authorizing Execution of Agreement with Live Nation Worldwide, Inc. for Supplemental Law Enforcement Services at Toyota Amphitheater
- 4.2** Introduce and Waive First Reading of an Ordinance Amending Section 18.60.060 of the Wheatland Municipal Code Relating to Animals and Animal Shelters

5. REGULAR CALENDAR

5.1 2025 Traffic Management Plan for Bishop's Pumpkin Farm Event

5.2 Consideration and Adoption of Resolution Approving Amendment No.1 to the First Amended and Restated Wheatland Fire Authority Joint Powers Agreement

6. REPORTS

7. CLOSED SESSION

7.1 Public Employment (California Government Code Section 54957) Title: Police Chief

7.2 Conference with Labor Negotiator (California Government Code Section 54957.6.) City Designated Representatives: Bill Zenoni, City Manager. Employee Organizations: Wheatland General Employees Association, Wheatland Police Officers Association, and Wheatland Sergeants Associations.

8. ADJOURN

Any writings or documents provided to a majority of the Wheatland City Council after distribution of the agenda packet are available for public inspection on the City's website, www.wheatland.ca.gov

This institution is an equal opportunity provider, and employer.



REGULAR CITY COUNCIL MEETING

Minutes

June 10, 2025, at 6:00 PM

Wheatland Community Center: 101 C Street, Wheatland, CA 95692

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1. OPENING MATTERS

1.1 Call to Order and Roll Call

Mayor Angela Teter called the meeting to order at 6:00 p.m.

PRESENT

Mayor Angela Teter
Vice Mayor Lisa McIntosh
Council Member Brian Abe
Council Member John Abe

ABSENT: Robert Coe

OTHERS PRESENT:

City Manager Bill Zenoni
Finance Director, Susan Mahoney
Deputy City Attorney, Gavin Ralphs
Community Development Director, Tim Raney
City Engineer, Dane Schilling
Police Chief, Brian Wittmer
Fire Chief, Art Paquette

1.2 Pledge of Allegiance to the Flag

Mayor Angela Teter led the Pledge of Allegiance

2. PUBLIC COMMENT

At this time, the public is permitted to address the City Council on non-agendized items. COMMENTS SHOULD NOT EXCEED THREE (3) MINUTES. In accordance with State Law, however, no action or discussion may take place on any item not appearing on the posted agenda. The Council may respond to statements made or questions asked or may request Staff to report back at a future meeting concerning the matter. Any member of the public may

contact the City Clerk's Office related to the proper procedure to place an item on a future City Council agenda. The exceptions under which the Council MAY discuss and/or act on items not appearing on the agenda are contained in Government Code §54954.2(b) (1) (2) (3)

None

3. CONSENT CALENDAR

Motion made by Vice Mayor McIntosh, Seconded by Council Member B. Abe to **Approve minutes from the May 27, 2025 meeting, Second Reading and Adoption of Ordinance No.**

503 Approving a Planned Development (PD) Amendment for the Bishop's Pumpkin Farm PD District Located at 1415 Pumpkin Lane, Appointment of Ryan Epperson to the Wheatland Planning Commission, Resolution No. 30-25 Canceling the Regular City Council Meeting of June 24, 2025 and July 22, 2025, Resolution No. 23-35 Authorizing Execution of Amendment No. 2 to the Agreement with Donald Scott for Interim Public Works Director Services. Resolution No. 24-25 Authorizing Execution of Amendment No. 2 to the Agreement with Susan Mahoney for Interim Finance Director Services and Resolution No. 25-25 Authorizing the Second Amendment to the Agreement with Bill Zenoni for City Manager Services.

Voting Yea: Mayor Teter, Vice Mayor McIntosh, Council Member B. Abe, Council Member J. Abe

4. PUBLIC HEARING

4.1 Public Hearing for the Continuance of Assessments for Wheatland-Premier Grove Landscaping and Lighting District

Finance Director Susan Mahoney presented the staff report for consideration and adoption of Resolution Adopting the Annual Budget, Control Policies and Appropriations Limit for Fiscal year 2025-26. Each year a budget is established to determine the cost of providing services and determine the proportional amount to assess benefiting parcels within the District. A public hearing is held to give interested persons an opportunity to protest the annual Engineer's Report. Council's final action is to approve the Engineer's Report and the assessments therein by adopting the proposed resolution.

Public Comment - None.

Motion made by Council Member B. Abe, Seconded by Council Member J. Abe to **adopt Resolution No. 26-25 Confirming Engineer's Report, Diagram, Annual Assessment, and Directing Auditor of Yuba County to Levy and Collect Assessment for Fiscal Year 225-26 in the Wheatland-Premier Grove Landscaping and Lighting District.**

Voting Yea: Mayor Teter, Vice Mayor McIntosh, Council Member Abe, Council Member Abe

5. REGULAR CALENDAR

5.1 Consideration and Adoption of Resolution Adopting the Annual Budget, Control Policies and Appropriations Limit for Fiscal Year 2025-26

Finance Director Susan Mahoney presented the staff report for Resolution Adopting the Annual Budget, Control Policies and Appropriations Limit for Fiscal Year 2025-26. The Council met on May 27th to review and discuss the proposed FY 2025-26 annual operating budget and provide staff with direction and comments. No changes were made to the budget as presented on May 27th.

Motion made by Council Member B. Abe, Seconded by Council Member J. Abe to **approve Resolution No. 29-25 Adopting the Annual Budget, Control Policies and Appropriations**

Limit for Fiscal Year 2025-26.

Voting Yea: Mayor Teter, Vice Mayor McIntosh, Council Member Abe, Council Member Abe

5.2 Consideration and Adoption of Resolution Authorizing Execution of Agreement with TPx, Inc. for a Voice Over Internet Protocol Telephone System

TPx will provide VOIP telephone and internet services to City Hall, Wheatland Community Center, Police Department, Public Works Corporation Yard, and the Wastewater Treatment Plant. The agreement with TPx has a three-year term with a one-time equipment cost of \$9,907 and a recurring monthly cost of \$3,134. Included in this agreement is ongoing support as the City does not have staff with expertise in managing a telecommunication system.

Council Member J. Abe commented on testing the system on a regular basis.

Mayor A. Teter commented on hard wiring and emergencies.

Motion was made by Council Member B. Abe, Seconded by Council Member J. Abe to **Adopt Resolution No. 28-25 Authorizing Execution of Agreement with TPx, Inc. for a Voice Over Internet Protocol Telephone System.**

Voting Yea: Mayor Teter, Vice Mayor McIntosh, Council Member Abe, Council Member Abe

5.3 Consideration and Adoption of Resolution Authorizing the City Manager to Execute a Grant Agreement with the Yuba Water Agency, Authorizing the City Manager and Finance Director to Amend the Fiscal Year 2025-26 Budget, and Authorizing the City Manager to Execute Agreements for Services Required to Complete Environmental, Engineering Design, Right-of-Way Acquisition and Utility Relocation for the Wheatland Regional Sewer Pipeline Project.

City Manager Bill Zenoni presented the staff report for consideration and adoption of Resolution Authorizing the City Manager to Execute a Grant Agreement with the Yuba Water Agency. Authorizing the City Manager and Finance Director to Amend the Fiscal Year 2025-26 Budget, and Authorizing the City Manager to Execute Agreements for Services Required to Complete Environmental Engineering Design, Right-of-Way Acquisition and Utility Relocation for the Wheatland Regional Sewer Pipeline Project. For the past five years, the City has been working closely with staff and elected officials from the Yuba Water Agency, Olivehurst Public Utility District) and Yuba County to develop a regional solution to wastewater treatment needs in South Yuba County. The City of Wheatland's wastewater treatment plant is aging, has limited treatment capacity to accommodate infill growth and does not meet current environmental standards for disposal of municipal wastewater. A portion of the City's wastewater treatment plant is located on the river side of the Bear River Levee, which leaves the plant at risk for potential flooding. On July 28, 2020, the Wheatland City Council adopted Resolution No. 35-20 accepting a \$1.3 million loan and a \$1.3 million grant from the Yuba Water Agency to fund environmental and design efforts for the conveyance pipeline and pump stations needed to deliver 1.5 million gallons per day of sewage from Wheatland to the planned terminus of Olivehurst Public Utility District's sewer project at Highway 65 and Rancho Road. On October 11, 2022, the Wheatland City Council adopted Resolution No. 34-22 accepting an additional \$2 million in loan funds from the Yuba Water Agency for costs associated with environmental, engineering design and right-of-way acquisition costs associated with this project. The City's grant application to the State Water Resources Control Board for partial funding of this project is in the final review phase. We were recently notified that our grant amount had been increased from \$30 million to \$75 million. We are currently in the final phase of engineering design, environmental review and right-of-way acquisition/utility relocation required to get the project ready to go to bid later this year. The Board of Directors of the Yuba Water Agency, on April 29, 2025, agreed to provide up to an additional \$3.5 million in grant funding to the City of Wheatland to accomplish the remaining tasks to get the

project bid-ready which includes accomplishing major utility relocations, environmental permitting and obtaining access rights in advance of construction of the Project. The attached resolution, if approved, will authorize the City Manager to execute a grant agreement with the Yuba Water Agency in an amount up to \$3.5 million and in a form to be approved by the City Attorney. The resolution also authorizes the City Manager and Finance Director to amend the Fiscal Year 2025-26 budget to reflect the receipt and expenditure of the grant funds. Finally, similar to the previous two resolutions referenced above, the proposed resolution authorizes the City Manager to approve project expenditures not to exceed the amount of grant funds received.

Police Chief Wittmer commented on the increase of the grant.

Council Member J. Abe commented on extra funds, paperwork being altogether and who to thank.

Mayor Teter commented on more funds.

Motion was made by Council Member B. Abe, Seconded by Council Member J. Abe to **adopt Resolution No. 31-25 Authorizing the City Manager to Execute a Grant Agreement with the Yuba Water Agency, Authorizing the City Manager and Finance Director to Amend the Fiscal Year 2025-26 Budget, and Authorizing the City Manager to Execute Agreements for Services Required to Complete Environmental, Engineering Design, Right-of-Way Acquisition and Utility Relocation for the Wheatland Regional Sewer Pipeline Project.**

Voting Yea: Mayor Teter, Vice Mayor McIntosh, Council Member Abe, Council Member Abe

5.4 Consideration and Adoption of Resolution Authorizing Execution of Agreements with PG&E, AT&T and Union Pacific Railroad Related to the South County Infrastructure Project

City Engineer Dane Schilling presented the staff report for discussion and consideration to adopt Resolution No. 22-25 related to the South County Infrastructure Project. authorizing the City Manager to execute agreements with PG&E, AT&T and Union Pacific Resolution No. 22-25. Since the last City Council action on this project, City staff, OPUD, Yuba Water Agency and their respective consultant teams have continued toward the original goal of being shovel ready in the event that construction funding from the State Water Resources Control Board is made available to the Project. That goal was realized in August 2024 when the State approved \$30 million in grant funding for the Project. In order to construct the Project, certain large scale utility relocations and access agreements are needed. The most notable are: Pacific Gas and Electric (PG&E) at Pump Station 1, AT&T Relocation on Jasper Lane and Union Pacific Railroad (UPRR) Access at S. Beale Roadway. Staff is requesting that the City Council authorize the City Manager to execute agreements with PG&E, AT&T and UPRR for these pre-construction activities and authorize the City Manager to pay for work identified in these agreements. In addition, Staff is requesting that the City Manager be authorized to informally bid the installation of a conduit at Pump Station 1 to facilitate PG&E's relocation work.

Mayor Teter commented on a 24% transaction.

Council Member J. Abe commented on contingency costs.

Motion made by Council Member J. Abe, Seconded by Seconded by Mayor Teter to adopt **Resolution No. 22-25 Authorizing Execution of Agreements with PG&E, AT&T and Union Pacific Railroad Related to the South County Infrastructure Project.**

Voting Yea: Mayor Teter, Vice Mayor McIntosh, Council Member Abe, Council Member Abe

5.5 Consideration and Adoption of Resolution Approving SB1 Funding Project List for Fiscal Year 2025-26

City Engineer Dane Schilling presented the staff report for consideration and adoption of Resolution Approving SB1 Funding Project List for Fiscal Year 2025-26. On April 28, 2017, State Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017 (RMRA), was signed into a law by Governor Brown. SB1 established the RMRA to address deferred maintenance on the state highway system, and local street and road systems. RMRA funds are available to cities and counties for basic road maintenance, rehabilitation, and critical safety projects that may include the following: road maintenance and rehabilitation, safety projects, railroad grade separations, complete streets components and traffic control devices. On February 22, 2022, the City adopted its first Pavement Management Program which provides guidance on how best to apply limited street maintenance funding. The Pavement Management Program lists SB1 funds as one of several sources of street maintenance funding. SB1 requires cities to adopt, by resolution, a list of projects proposed to receive funding from the RMRA prior to a given fiscal year. The following list represents the staff's current plan and intent for expenditure of the SB1 funds. City Council may choose to modify or alter the list at anytime by resolution. The City is required to report on the selected projects to the California Transportation Commission by June 30th each year. In FY2024-25, the capital street maintenance project crack sealed streets within the City. This project extended the life of pavements in good condition by 7+ years. Crack sealing was accomplished by City staff with rented equipment in six locations. The list of potential SB1 funded projects for Fiscal Year 2025-26: Wheatland Road Complete Street and Street Resurfacing. Unexpended SB1 funds may be rolled over and accumulated for use in future years.

Mayor Teter commented on a 5/10-year plan and damage on F Street.

Motion was made by Council Member B. Abe, Seconded by Mayor A. Teter to **adopt Resolution No. 32-25 Approving SB1 Funding Project List for Fiscal Year 2025-26**. Voting Yea: Mayor Teter, Vice Mayor McIntosh, Council Member Abe, Council Member Abe

5.6 Consideration and Adoption of Resolution Approving the Project Plans and Authorizing the City Manager to Advertise the City of Wheatland 2025 Pavement Maintenance Project for Bids.

City Engineer Dane Schilling presented the staff report for discussion and consideration to adopt Resolution No. 21-25 Approving the Project Plans and Authorizing the City Manager to Advertise the City of Wheatland 2025 Pavement Maintenance Project for bids. In February 2022, the City Council accepted its first Pavement Management Program which provided an assessment of the 18-miles of City maintained streets and a framework for the execution of maintenance efforts. On June 3, 2025, the City Council adopted Resolution No. 20-25 which identified streets to be considered for resurfacing as part of the Roadway Maintenance and Rehabilitation Act SB1 funds. As a result, the streets listed below as well as the City Hall/Community Center parking lot were identified in the 2025 Pavement Maintenance Project ("Project"). The Project will include Type II polymer modified slurry sealing over existing pavements, new pavement markings, and new pedestrian ramps on up to six of the streets listed. The Project will also include slurry sealing and pavement marking within the City Hall/Community Center parking lot. Existing parallel pavement markings on C Street will be removed and repainted to provide longer parking spaces. The project will include four streets and may include two Bid Alternative locations as budget allows. The City Engineer has directed the preparation of plans, specifications and bid documents in order to publicly bid the Project.

Motion made by Council Member J. Abe, Seconded by Council Member B. Abe to **adopt Resolution No. 21-25 Approving Project Plans and Authorizing the City Manager to**

Advertise the City of Wheatland 2025 Pavement Maintenance Project for Bids.
 Voting Yea: Mayor Teter, Vice Mayor McIntosh, Council Member Abe, Council Member Abe

5.7 Consideration and Adoption of Resolution Awarding Construction Contract for Advanced Metering Infrastructure 6-Inch Water Service Meter Installation Project

On February 9, 2021, City Council approved the bid documents and authorized staff to advertise the Advanced Metering Infrastructure (AMI) Water Service Meter Installation Project for bids. On March 11, 2021, the City received two bids for the project with the low bid being submitted by Keystone Exteriors, LLC of Luzerne, Pennsylvania (dba. Keystone Metering Systems, Inc.) was identified as the lowest responsible and responsive bidder with a bid in the amount of \$600,488.00. On March 23, 2021, the City passed and adopted Resolution 13-21 awarding the construction contract to Keystone Exteriors, LLC. On March 28, 2023, the City Council approved the Acceptance and Notice of Completion for the majority of the project improvements. This vote closed Keystone's contract with the City. However, two 6-inch water meter replacements remained; these included meters at the High School and at 422 6th Street. These 6-inch meters required additional engineering and planning than was previously included in the contract award to Keystone Exteriors, LLC. On April 23, 2025, the project for the replacement of the two 6-inch water meters was advertised as an informal bid process. Staff contacted ten contractors to invite them to submit a bid. On May 5, two bids were received, and both were several times higher than the engineer's estimate. Staff continued to invite contractors to bid. Through May 15, 2025, Staff contacted another eleven contractors. As of May 30th, two additional bids were submitted to the City. Staff is recommending award of the construction contract to the low-bidder, LaFleur Engineering, Inc. of Orangevale, California in the amount of \$137,020.00. The Contractor holds an A-License for General Engineering and is bonded. Staff has verified LaFleur Engineering, Inc. is a responsible bidder and was responsive to the requirements of the bid package. They possess the appropriate experience, and their California contractor licenses are in good standing per the project requirements.

Motion made by Council Member B. Abe, Seconded by Council Member J. Abe to **adopt Resolution No. 27-25 Awarding Construction Contract for Advanced Metering Infrastructure 6-Inch Water Service Meter Installation Project.**

Voting Yea: Mayor Teter, Vice Mayor McIntosh, Council Member Abe, Council Member Abe

6. REPORTS

Fire Chief Paquette reported on calls from concerned residents for weed abatement, structure safety, air show, last Calterra inspection and First Street Senior Apartments.

Police Chief Wittmer reported on the officer assaultment, no issues with air show, calls for code enforcement, new County mobile crisis unit and grants from the Yuba County Department of Education.

City Engineer Schilling reported on the completion of the Caltrans project.

City Manager Zenoni reported that the June 24, 2025 and July 22, 2025 council meeting are cancelled and the city will hold a General Plan Update meeting with council members and planning commissioners on August 8, 2025.

7. CLOSED SESSION

Conference with Labor Negotiator (California Government Code Section 54957.6.) City Designated Representatives: Bill Zenoni, City Manager. Employee Organizations: Wheatland General Employees Association, Wheatland Police Officers Association, and Wheatland Sergeants Associations.

City Council adjourned to the Closed Session portion of the meeting agenda at 7:00 p.m.

Council reconvened the regular council meeting at 8:41 p.m.

No reportable action from Closed Session.

8. ADJOURN

There being no further business, Mayor Angela Teter adjourned the meeting at 8:42 p.m.

ATTEST:

Angela Teter, Mayor

Lisa J. Thomason, City Clerk

Any writings or documents provided to a majority of the Wheatland City Council after distribution of the agenda packet are available for public inspection on the City's website, www.wheatland.ca.gov

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City Council Meeting Staff Report

Meeting Date: July 8, 2025

Subject: Proclamation Honoring the 50th Anniversary of Frank Webb Construction, Inc.

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council consider approving the proclamation honoring the 50th anniversary of Frank Webb Construction, Inc.

Discussion: At the May 27, 2025 City Council meeting, Councilmember McIntosh recommended, and the other council members concurred, that an item be placed on an upcoming agenda acknowledging the 50th anniversary of Frank Webb Construction, Inc.

Fiscal Impact: There is no fiscal impact associated with this item.

Attachment:
Proclamation

**PROCLAMATION OF THE CITY OF WHEATLAND, CALIFORNIA
HONORING THE 50TH ANNIVERSARY OF
FRANK WEBB CONSTRUCTION, INC.**

WHEREAS, Frank Webb Construction, Inc. was established in Wheatland on October 2, 1975; and

WHEREAS, Frank Webb Construction, Inc. offers construction services to citizens and businesses within the City of Wheatland and other areas; and

WHEREAS, Frank Webb Construction, Inc. is a proud supporter of the Future Farmers of America and 4H programs in Yuba County and Sutter County; and

WHEREAS, Frank Webb Construction, Inc. also provides support to the Wheatland Little League, Wheatland Pet Parade, Bear River Renaissance Program and other Wheatland functions; and

WHEREAS, Frank Webb Construction, Inc. is a respected member of the Wheatland business community.

NOW THEREFORE BE IT PROCLAIMED, the City Council of the City of Wheatland hereby joins in celebrating the 50th Anniversary of Frank Webb Construction, Inc.

Angela Teter, Mayor



City Council Meeting Staff Report

Meeting Date: July 8, 2025

Subject: Consideration and Adoption of Resolution Authorizing Purchase of Replacement Floating Aerator from ECS House Industries, Inc.

Prepared By: Don Scott, Public Works Director

Recommendation: Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing the purchase of a replacement floating aerator from ECS House Industries, Inc.

Discussion: The City's wastewater treatment plant is over 60 years old and is in very poor condition. The wastewater treatment plant will be decommissioned when the new Regional Sewer Project is completed and operational. It is anticipated that will occur in mid 2028. In the meantime, the current wastewater treatment plant must function and be maintained to serve the needs of the City's citizens and businesses. The floating aerator is a critical component of the wastewater treatment process. The current aerator has failed and is beyond repair. If the failed aerator is not replaced the overall wastewater treatment plant efficiency could suffer and the City risks being fined for violation of our wastewater discharge permit requirements.

Proposals were requested for a replacement floating aerator. Two vendors submitted proposals. The lowest cost proposal was submitted by ECS House Industries, Inc. at \$37,500 plus sales tax.

Fiscal Impact: The cost of the replacement floating aerator will be funded from the Wastewater Fund.

Attachments:

1. Resolution
2. Proposals

**WHEATLAND CITY COUNCIL
RESOLUTION NO. XX-25**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
APPROVING THE PURCHASE OF A REPLACEMENT FLOATING AERATOR FROM ECS
HOUSE INDUSTRIES, INC.**

WHEREAS, the City of Wheatland is responsible for providing wastewater treatment services to its citizens and businesses; and

WHEREAS, the City's current wastewater treatment plant is over 60 years old and in poor operating condition; and

WHEREAS, the floating aerator at the wastewater treatment plant has failed and must be replaced; and

WHEREAS, proposals for a replacement floating aerator were received from two vendors; and

WHEREAS, the lowest cost proposal was received from ECS House Industries, Inc..

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 City Council of the City of Wheatland hereby approves the purchase of a replacement floating aerator from ECS House Industries, Inc.in an amount of \$37,500 plus tax.

PASSED AND ADOPTED by the City Council of City of Wheatland on this 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Angela Teter, Mayor

ATTEST:

Lisa Thomason, City Clerk



ECS
House
Industries
INCORPORATED

www.houseindustriesinc.com Cherry Valley, Arkansas

10HP & 15HP

**FLOATING BRUSH AERATOR QUOTATION: WHEATLAND,
CALIFORNIA WWTF**





www.houseindustriesinc.com Cherry Valley, Arkansas

To: Don Scott
City of Wheatland, Ca

From: Chad House
ECS House Industries, Inc.
3720 Highway 1 South
Cherry Valley, Arkansas 72324

REF: JCH-039-06232025

Date: June 23, 2025

ECS House Industries, Inc., would like to offer the following Floating Brush Aeration Equipment.

ECS House Industries' Floating Brush Aerators provide effective and efficient wastewater treatment through superior oxygen transfer and mixing rates. The ECS House Industries' Floating Brush Aerators have a Standard Aeration Efficiency of 3.0 lbs.02/hp/hr and mixing rates over 3,500 gpm/hp. The oxygen transfer and mixing rates described above are 25% to 40% better than other styles of surface aeration systems.

The House Brush Rotor design has been utilized in wastewater treatment plants for over 35 years, and has proven to be the industry leader in Floating Brush Aerator Technology. We appreciate the opportunity to bid our equipment for this project. Below is our scope of equipment for this project:

10HP and/or 15hp ECS House Industries Floating Brush Aerators:

Aerator Rotor Assembly, Aerator Main Frame, Drive Enclosure, and *Mooring System are made out of TGIC Powder Coated, ASTM A36 Steel.

Splash Shield Protection System, Foam Filled Floats, Floatation Band Attachments, Non-Drive End Bearing Cover, Electric Motor Cover are made out of 304L Stainless Steel.

Drive End and Non Drive End Shafts will be made out of 316L stainless steel.

*Mooring system will include two (2) parallel mooring arms, one (1) cross-brace assembly, and bridge or girder mount anchoring.

Process Performance & Aerator Operations:

- Each ECS House Industries, Inc. Floating Brush Aerator shall produce 3.0 lbs.02/hr (based on clean water transfer rates)
- ECS House Industries, Inc. Floating Brush Aerators shall produce a minimum pumping rate of 3,500 gpm/hp

Delivery:

- ECS House Industries, Inc. can guarantee delivery 4-6 weeks after receipt of approved purchase order agreement

Start-Up & Training Procedures:

ECS House Industries, Inc Representative will complete a startup/warranty certification that will help train plant personnel how to properly maintain the Floating Brush Aerators. The startup will include the following:

- Proper oil changing procedure & oil change frequency
- Proper grease lubrication procedures & lubrication frequencies
- Dodge Raptor Coupler alignment & replacement
- Drive & Non-Drive End Bearing replacement
- Review Aerator set-up & trouble shooting guide
- Visual aerator inspection: seal surfaces, bearings, & shafts
- Rotor & blade depth adjustment
- After aerator start-up, the Contractor/Representative/or Owner will check the Floating Brush Aerators for proper rotor assembly rotation, and the amperage draw of each electric motor. Each electric motor shall operate at a 90% load based on the nameplate data.
- If any rotor assembly adjustments are necessary to improve the amperage draw and aerator performance, then this adjustment shall be performed in strict accordance to “Aerator Set-Up & Trouble Shooting Guide” provided by ECS House Industries, Inc.
- After Floating Brush Aerators are operating properly, ECS House Industries shall provide documentation reports to the Contractor and Operator certifying the Floating Brush Aerators are operating properly.
- Online Webinars are available to further assist in any start-up and/or training.

Warranty:

ECS House Industries, Inc. will provide a two-year warranty on defects in materials and workmanship. This warranty will cover aerators parts, components, and assemblies manufactured by ECS House Industries, Inc.

Project Total:

One (1) 10hp, ECS House Industries, Inc. Floating Brush Aerators (\$25,650.00 each)	\$25,650.00
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*Freight	\$3,600.00
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*Start-up & Warranty Certification	\$1,500.00
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Final Project Total: \$30,750.00

One (1) 15hp, ECS House Industries, Inc. Floating Brush Aerators (\$32,000.00 each)	\$32,000.00
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*Freight	\$4,000.00
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*Start-up & Warranty Certification	\$1,500.00
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Final Project Total: \$37,500.00

***Pricing DOES NOT include state and/or local taxes**

***Quote is valid for 30 days**

If you have any further questions and/or comments, then please contact me for assistance.
Thank you for the opportunity to become your Wastewater Treatment partner.

Prepared By:

Chad House
CEO, ECS House Industries, Inc.

(870) 588-3773 Office
(870) 588-4669 Fax
(870) 945-0880 Cell

chad@houseindustriesinc.com
www.houseindustriesinc.com



QUOTE NO. SNA6898

To: Don Scott

Date: June 23, 2025

Project: City of Wheatland, CA WWTP

Subject: S&N Airoflo Aeration Equipment for Waste Water Treatment
Horizontal Floating Brush Rotor

SCOPE OF SUPPLY

S&N Airoflo™ is pleased to submit a proposal for the supply of the following equipment and/or services:

ITEM 1 A. - Floating Brush Rotors

One (1) 10HP S&N Airoflo™ 2200 Series In-line Flex Drive, 304 Stainless Steel Horizontal Floating Brush Rotor, complete with the following features and components:

(OPTION for Hot Dipped Galvanized Unit - Priced on Page 5)

- **Motor:** 230/460 volt, 3-phase, 60 hertz, TEFC (totally enclosed fan cooled), horizontal electric motor. This motor meets the **NEMA Premium Efficiency** specifications. **Motor has a minimum 1.25 SF (at full load amps).**
- **Gear Reducer:** a constant-duty, AGMA class III, gear reducer at manufacturer's recommended operational load with the following features;
 - Gear reducers are upgraded with external labyrinth style seal guards designed to protect the gear reducer seals from grit, hair and the corrosive environment.
 - Gear reducers shall be equipped with a vent breather modified for use with S&N Airoflo rotors. This device is designed to prevent water vapor from collecting in the gear reducer reservoir. This in turn will extend the life of the gear reducer lubricant.
 - Gear reducer shall be fitted with a drain hose to allow for easier, cleaner oil changes.
 - Gear reducers shall be supplied with S&N Aeration Duty Gear Lube.

- **Motor and Gear Reducer Drive Devices:** Direct Drive Assembly consists of a shaft mounted gear using a face mounted plate, is attached to the frame with heavy pins to allow tri-axial movement. The movement allowed by the pin and plate arrangement eliminates critical alignment issues, eliminating misalignment pressure on the bearings of the gear reducer. Further reduction of possible alignment issues is greatly reduced through the use of an elastomeric coupling between the motor & the gear.
- **Drive Assembly Cover:** The cover design is hinged to allow unimpeded access to the drive assembly for O&M inspections and repair. This cover has an open design to reduce moisture and solids retention in the drive assembly area.
- **Horizontal Rotor Assembly:** shall be constructed of 304 Stainless Steel. The torque tube is fitted with welded flanges on both ends to receive eight (8) bolt stub shaft assemblies. The blades are welded to the rotor for strength and then balanced. ***The Airoflo rotor design includes a unique blade shape with a C-shaped base and a blade placement pattern of alternating long & short blade lengths to maximize mixing and oxygen transfer.***
- **Rotor Bearing Assembly:** ***The bearing assembly consists primarily of a UHMW (Ultra High Molecular Weight) bearing block and wear sleeves (bronze & carbon steel) attached to the rotor shaft using a heavy heat shrink. The UHMW bearing block is uniquely machined to carry the weight of the rotor while allowing wastewater to flow through the bore for lubrication. A cutaway design provides an easy visual inspection of the condition of the bearing assembly. The maintenance free bearing assembly is designed to wear out over time, while eliminating scheduled greasing and possible catastrophic failure.***
- **Rotor Support:** In-line Flex Drive Assemblies will include a Single UHMW Tail end bearing with a face mounted swing plate supporting the drive end. UHMW polyethylene self-wastewater lubricating (non-greasing, maintenance free) rotor bearing with bi-metallic wear sleeves are designed to absorb the wear and protect the shaft. The maintenance free UHMW bearing will eliminate the monthly greasing labor and possible contamination of the basin.
- **Floatation Devices, Cradle Frames & Vertical Adjustable Linkage:** Stainless Steel foam filled floats are mounted to the main frame with stainless steel cradles. The connecting linkage between the cradle and the frame is adjustable to vary the rotor submergence and to control amperage.

- **Main Frame:** The main frame is constructed primarily of 304 stainless structural square tubing. Non-skid platforms are welded to both the drive end and tail end of the frame for secure footing and safe access during O&M inspections.
- **Fasteners & Threaded Rods:** all bolts, threaded rods, pins and clips will be 304 Stainless Steel. All adjustment rods will have brass nuts and all bolts will have brass lock nuts to prevent seizing.
- **Anchoring:** This system will be supplied with a **Levee Anchoring System (LAS).** **The 30' LAS** will allow the unit to float level and operate at the various water levels required for the application, while securing the unit in place and limiting lateral movement.
- **Shields:** **The Extended Vertical Shield (EVS)** on the drive end of the rotor consists of an 8' wide shield and a structural frame work, attached to the main frame. The EVS is sized and designed to provide a clean dry area around the motor and gear reducer. ***The shield system also incorporates extra ordinary protection of the seal & bearing area of the gear. A floating rotor shaft seal is housed in the shield with shaft seals which prevent waste water from migrating along the rotor shaft.***

ITEM 2. - Electrical Panels & Disconnects:

- None quoted
- **Service Disconnect with a Hot Dipped Galvanized Mounting Bracket:** full details provided upon request
 - None quoted

ITEM 3. - Power Cable and/or Pre-wired Motors: full details provided upon request

- None Quoted
- NOTE....In order to meet the warranty requirements on 25hp and 30hp S&N Airoflo units, soft starts or VFDs with Soft Start Functions must be used. Because of the reduction in starting torque to reduce wear and tear on any rotor, S&N Airoflo also recommends their use on any rotor over 10HP

ITEM 4. - EZ Access Systems: based on our 15+ years of experience, we recommend a simple access system to provide *safe & easy access for O&M inspections* and light repairs.

- None Quoted

ITEM 5. - Freight, Installation, Lifting Equipment, & Tech Service:

- ***Freight: FOB Destination, Freight Prepaid & Added***
- ***Installation: None Quoted***
- ***Lifting Equipment: Customer Responsibility***
- ***Tech Service and training: None Quoted***

ITEM 6. - Maintenance and Handling Accessories: S & N will provide the following to assist in handling the equipment and performing basic maintenance:

- **O&M Manual**
- **Lifting/handling bar for the units**

ITEM 7. - Spare Parts and Specialty Tools:

- **One elastomeric element for the coupling on the rotors**

*****PLEASE REFENCE THE FOLLOWING PAGES FOR PRICING AND EXECUTION.***

PRICING AND EXECUTION

**ITEMS 1,2,3, 4, 5, 6, & 7 Or otherwise above = \$46,130.00 (FOB Destination)
(Freight Prepaid & Added)
(Prices good for 30 days)**

OPTION 1 (Hot Dipped Galvanized Aerators):

**One (1) 10HP S&N Airoflo™ 2200 Series In-line Flex Drive, Hot
Dipped Galvanized Horizontal Floating Brush Rotor
\$39,760.00 (FOB Destination)**

EXCLUSIONS: State or local taxes, if applicable; interconnecting wiring, wiring and conduit from each unit-mounted electrical device to a terminal box or control panel, piping, connections, walkways, gratings, railings, installation, or any other auxiliary equipment or service **not detailed above.**

SPECIFICALLY EXCLUDED: LIQUIDATED AND CONSEQUENTIAL DAMAGES.

VALIDITY: The above price is firm for thirty days from the date of this proposal.
Pricing is based on the schedules stated within this proposal.

OWNER/CONTRACTOR RESPONSIBILITY: (*The following will be the responsibilities of the Owner/Contractor unless specified otherwise within this document:*)

- Equipment for unloading, uncrating, and installation. (Note: Installation will, at a minimum, require lifting equipment rated at 4,000 lbs. at its extended reach for non-stacked units)
- Sites with limited or difficult accessibility may require a crane or hoist.)
- ***Two inspections of the units...1st is start-up inspection. S&N will supervise and instruct start-up procedures if installation or tech service is included in your quote. 2nd inspection after 60 days of operation. 2nd inspection performed by contractor or owner. The 2nd inspection must be documented per the proper forms supplied in the O&M manual. Forms must be returned to the manufacturer, in order to execute the warranty.***

- Electrical connection and interconnecting wiring to or from any of the _____ except as noted above:
 - Motor
 - Disconnect
 - Controls

DELIVERY: **Eight to Ten (8 - 10) weeks after final submittal approval or Release to Manufacture.**

TERMS: **Net thirty (30) days after delivery.**

WARRANTY: **Standard warranty terms;** S&N Airoflo™ warrants their equipment to be free from defects in material and workmanship for a period of one (1) year following operation start-up and acceptance. During this one (1) year period, S&N Airoflo™ will replace or repair (F.O.B., factory) any part (or parts) returned that have failed under normal use and service. The electric motor and gear reducer warranties shall be as stated by the manufacturers.

The S&N warranty period ends twelve (12) months after the start-up date or eighteen (18) months after delivery, whichever comes first.

Any damages resulting from acts of God, vandalism, animals, or high or low voltage will not be covered under warranty.

Thank you for your consideration and the opportunity to provide this quote.

Buster Norris

 S&N AIROFLO, INC.



City Council Meeting Staff Report

Meeting Date: July 8, 2025

Subject: Consideration and Adoption of Resolution Authorizing Execution of Agreement with Live Nation Worldwide, Inc. for Supplemental Law Enforcement Services at Toyota Amphitheatre

Prepared By: Brian Wittmer, Chief of Police

Recommendation: Staff recommends that the Wheatland City Council conduct a public hearing and consider adoption of a resolution authorizing execution of an agreement with Live Nation Worldwide, Inc., doing business as Toyota Amphitheatre, for the provision of supplemental law enforcement services for concerts and events held at the venue through June 30, 2026.

Discussion: Live Nation Worldwide, Inc. has requested the services of the Wheatland Police Department to provide supplemental law enforcement staffing at concerts and events held at the Toyota Amphitheatre during the 2025-26 fiscal year. Pursuant to Government Code Section 53069.8, the City Council may authorize such services to private entities for special events, provided they do not interfere with the Police Department's regular duties, after discussion at a duly noticed public hearing.

The proposed agreement outlines the terms of service, including staffing levels, reimbursement rates, insurance requirements, and indemnification provisions. The agreement ensures that the City's public safety obligations to its residents are not compromised while allowing the Police Department to support selected and approved large-scale events. Invoices for any services provided will be submitted monthly, and Live Nation is required to remit payment within 30 days of receipt.

Fiscal Impact: There is no negative fiscal impact to the City's General Fund. All personnel costs associated with the provision of supplemental law enforcement services will be reimbursed by Live Nation Worldwide, Inc. at the following hourly rates:

- Supervisor (Sergeant): \$108.00/hour
- Reserve Sergeant: \$74.00/hour
- Police Officer: \$95.00/hour
- Reserve Police Officer: \$62.00/hour

The above listed hourly rates exceed the overtime rates paid by the City for these positions.

Attachments:

1. Resolution
2. Agreement

**WHEATLAND CITY COUNCIL
RESOLUTION NO. 33-25**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING EXECUTION OF AN AGREEMENT WITH LIVE NATION WORLDWIDE, INC.
FOR SUPPLEMENTAL LAW ENFORCEMENT SERVICES AT TOYOTA AMPHITHEATRE**

WHEREAS, Live Nation Worldwide, Inc. has requested the services of the Wheatland Police Department to provide occasional supplemental law enforcement staffing at events held at the Toyota Amphitheatre; and

WHEREAS, California Government Code Section 53069.8 provides that prior to contracting for ongoing services with a private entity to preserve the peace at special events or occurrences that happen on an occasional basis, the legislative body shall discuss the contract and the requirements of this section of the Government Code at a duly noticed hearing; and

WHEREAS, a duly noticed public hearing was conducted on July 8, 2025; and

WHEREAS, the agreement with Live Nation Worldwide, Inc. provides that the City's public safety requirements to its citizens will not be compromised by this agreement; and

WHEREAS, Live Nation Worldwide, Inc. will reimburse the City of Wheatland in a timely manner for all services provided, so that there will be no cost to the City of Wheatland for providing this service.

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 City Council of the City of Wheatland hereby authorizes the City Manager to execute an agreement with Live Nation Worldwide, Inc. as provided in the attached Exhibit A.

PASSED AND ADOPTED by the City Council of City of Wheatland on this 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Angela Teter, Mayor

ATTEST:

Lisa Thomason, City Clerk

Service Agreement

This Service Agreement (hereafter "Agreement") is effective from the date of approval by the City of Wheatland City Council through June 30, 2026, by and between the City of Wheatland (hereafter "City") on behalf of its Police Department (hereafter "Police Department") and Live Nation Worldwide Inc., dba Toyota Amphitheatre (hereafter "Live Nation Worldwide").

Recitals

WHEREAS, Live Nation Worldwide requires the special services of the Police Department for concerts held at the Toyota Amphitheatre (hereafter "Amphitheatre"); and

WHEREAS, Government Code section 53069.S(a) provides that the Wheatland City Council may contract on behalf of the Police Department to provide supplemental law enforcement services, within the City limits of Wheatland, to private individuals or private entities to preserve the peace at special events or occurrences that happen on an occasional basis; and

WHEREAS, concerts held at the Toyota Amphitheatre are such a special event; and

WHEREAS, the provision of supplemental law enforcement services shall not reduce the normal and regular ongoing service that the Police Department provides to the citizens of the City of Wheatland, Yuba County;

NOW, THEREFORE, the parties hereto agree as follows:

(1) Term

The term of this Agreement, as stated above, is effective from the date of approval by the Wheatland City Council through June 30, 2026. Either party may terminate this Agreement prior to that date by providing a written notice of termination to the other party no less than thirty (30) days in advance. The City may terminate this Agreement immediately upon written notice in the event of material breach by Live Nation Worldwide, including but not limited to failure to remit timely payment, non-compliance with security plans, or any action that jeopardizes public safety.

(2) Staffing

Live Nation Worldwide agrees to use law enforcement personnel from the Police Department at certain concerts approved and produced by Live Nation Worldwide at the Toyota Amphitheatre. If Live Nation Worldwide contracts with another entity to produce or sponsor a concert at the Amphitheatre, Live Nation Worldwide shall guarantee the full terms of the approved security plan, traffic management plan, and this Agreement are met and complied with by that entity. Live Nation Worldwide agrees to specifically reference this Agreement in any and all contracts it makes with another entity or other entities and to fully incorporate this Agreement therein.

Should Live Nation Worldwide sponsor, book, and/or promote an event other than a concert at the Amphitheatre, Live Nation Worldwide agrees to notify the Police Department at least ten (10) days in advance. If Live Nation Worldwide and the Police Department mutually agree that

supplemental law enforcement services are needed, they shall agree on the staffing level pursuant to the conditions set forth in this Agreement. The same holds true should an entity other than Live Nation Worldwide sponsor, book, and/or promote an event at the Amphitheatre.

Minimal additional staffing for an agreed upon concert event is (2) Police Officers or (1) Police Officer and (1) Supervisor (liaisons). Additional staffing will be assigned with the mutual agreement of the Police Department and Live Nation Worldwide. Should the Police Department and Live Nation Worldwide mutually agree on less than the minimal staffing requirements as stated above, Live Nation Worldwide shall only be obligated to pay for the number of Police Department personnel actually provided.

Supervisors from the Police Department are responsible for supervising Police Department personnel and will act as liaisons to Live Nation Worldwide personnel.

The Police Department will use Sergeants and Reserve Sergeants (as determined in the Police Chief's sole discretion) to staff supervisory positions. Reserve Police Officers will be used to staff non-supervisory positions. Sergeants may be used to staff non-supervisory positions with the mutual consent of both the Police Department and Live Nation Worldwide. At no time will the staffing for the City of Wheatland be negatively affected in order to provide staffing under the terms of this contract.

The Police Department and Live Nation Worldwide will continuously meet and confer on law enforcement staffing levels for each concert. The number of Police Department personnel used will be based on, but not limited to, the number of patrons, crowd behavior, and the history of similar events at this and other venues. If a mutual agreement cannot be reached on staffing levels, the final decision will rest with the Police Chief.

If a mutual agreement cannot be reached on staffing levels for an event, the decision of the Police Chief will be final. However, the Police Chief's decision must be communicated in writing to Live Nation Worldwide before the event.

(3) Reimbursement for Services

Live Nation Worldwide agrees to compensate the Police Department for personnel costs incurred. The Police Department agrees to bill Live Nation Worldwide for the actual time assigned to the event. This may include pre-event briefings. These personnel costs are as follows:

Supplemental Law Enforcement Services:

Supervisor (Sergeant)	\$108.00/Hour
Reserve Sergeant	\$74.00/Hour
Police Officer	\$95.00/Hour
Reserve Police Officer	\$62.00/Hour

The Police Department agrees to bill Live Nation Worldwide only for time assigned to the special event. This includes pre-event briefings.

The Police Department will not charge Live Nation Worldwide for costs associated with responses for mutual aid assistance from outside agencies. "Mutual Aid" is defined as the emergency response of on-duty law enforcement personnel from any agency other than the Wheatland Police Department.

If the Police Department and Live Nation Worldwide mutually agree to use law enforcement personnel from another law enforcement agency to supplement staffing levels, Live Nation Worldwide must make separate and direct payment to that other agency for services received. This does not apply to emergency mutual aid responses.

The Police Department will submit a detailed invoice to Live Nation Worldwide on a monthly basis for services provided pursuant to this Agreement. Live Nation Worldwide agrees to pay all bills in full no later than thirty (30) days after receiving the bill. The Police Department agrees to provide Live Nation Worldwide with a written invoice at the conclusion of each concert. This invoice will estimate costs for Police Department personnel for that event. The Police Department agrees to make any necessary adjustments to the written invoice in the subsequent monthly invoice.

(4) Insurance and Indemnification

The Wheatland Police Department shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify, and hold Live Nation Worldwide, its landlords or licensors, their respective parents, affiliated and related companies and their partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss (including reasonable attorney's fees, witness' fees, and all court costs), damages, expenses, and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property to the extent arising out of any negligent or willful misconduct of the City of Wheatland Police Department or its agents, employees, appointees, or designees which act was performed in the fulfillment of this Agreement.

Live Nation Worldwide shall, to the fullest extent permitted by law and at its own expense, defend, indemnify and hold the City of Wheatland and the Wheatland Police Department, their agents, employees, appointees, and designees harmless from and against any and all claims, loss (including reasonable attorney's fees, witness' fees and all court costs), damages, expenses and liability resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or willful misconduct act by Live Nation Worldwide, its parents, affiliates and related companies and their partners, directors, officers, employees, servants, representatives and agents which act was performed in the fulfillment of this Agreement.

Live Nation Worldwide shall provide proof of general liability insurance in the face amount of at least two million dollars (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall be twice the required occurrence limit the County of Yuba shall be named as an additional insured and with a carrier acceptable to the City of Wheatland. Live Nation Worldwide shall provide Worker's Compensation insurance as required by the State of California. Live Nation Worldwide shall also maintain Employer's Liability in the amount of one million dollars (\$1,000,000) per each accident, one million dollars (\$1,000,000) policy limit bodily injury by disease, and one million dollars (\$1,000,000) each employee bodily injury by disease. Proof of insurance shall be provided to the City of Wheatland.

All insurance required under this Agreement will be primary and non-contributory to any insurance carried by the City of Wheatland or County of Yuba. Certificate(s) of Insurance and required endorsements shall be provided to the City before commencement of services, and upon each policy renewal.

(5) Authority

All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates, or firms represented and purported to be represented by such entity(s), person(s), estate(s), or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement have been complied with fully.

(6) Amendments

This Agreement may be modified at any time only by written Amendment executed by all of the parties hereto.

(7) Construction

This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address or interpret any uncertainty.

(8) Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter and supersedes all prior and contemporaneous agreements and understandings of the parties.

(9) Governing Law

The laws of the State of California shall govern this Agreement.

(10) Independent Contractor

For all purposes under this Agreement, the City and its personnel are independent contractors and not agents or employees of Live Nation Worldwide.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates of their signatures.

Live Nation

Date

Bill Zenoni
Wheatland City Manager

Date



City Council Meeting Staff Report

Meeting Date: July 8, 2025

Subject: Introduce and Waive First Reading of an Ordinance Amending Section 18.60.060 of the Wheatland Municipal Code Relating to Animals and Animal Shelters

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council conduct a public hearing on proposed amendments to the Wheatland Municipal Code Section 18.60.060 relating to animals and animal shelters, and upon closing the public hearing, introduce and waive the first reading of an ordinance amending Section 18.60.060 of the Wheatland Municipal Code relating to animals and animal shelters. A notice of this public hearing has been published in the local newspaper and has been posted on the City website.

Discussion: Section 18.60.060 of the Wheatland Municipal Code addresses the keeping of domestic animals as accessory to any residential use allowed in zones other than an agriculture-exclusive zone. Section 18.60.060(D) defines small domestic animals as rabbits, poultry, and like animals, regardless of size or age.

Section 18.60.060(E) currently provides that “one small domestic animal, (as defined in subsection D, but excluding roosters, geese and peacocks) may be kept on any parcel of not less than six thousand square feet. Staff has received several requests to increase the permitted number of small domestic animals (specifically chickens) on parcels that are a minimum of six thousand square feet in size.

The Planning Commission conducted a public hearing on April 29, 2025. At the conclusion of the public hearing, the Planning Commission adopted a resolution recommending that the Wheatland City Council adopt an ordinance amending Section 18.60.060 of the Wheatland Municipal Code relating to animals and animal shelters which would increase the number of small domestic animals allowed on parcels at least 6,000 square feet but less than 10,000 square feet from one to five and would require that these animals be kept a minimum of 15 feet from property lines.

The City Council, on May 27, 2025, conducted a public hearing on this matter. At the conclusion of the public hearing, the Council discussed the proposed ordinance and requested that staff return to the Planning Commission with a proposed change to the draft ordinance which would reduce the 15 foot property line distance requirement to 10 feet.

The Planning Commission again considered this matter on June 17, 2025. The Planning Commission adopted a resolution recommending the Wheatland City Council approve and amend to Section 18.60.060 of the Wheatland Municipal Code related to animals and animal shelters increasing to five the number of small domestic animals allowed on any parcel of not less than six thousand square feet and requiring that these animals be kept a minimum of 10 feet from property lines. The Planning Commission further clarified that these animals must be kept in a side or rear yard.

A redline version showing the proposed change is provided below.

18.60.060 Animals and animal shelters.

Domestic animals may be kept as accessory to any residential use allowed in zones other than an agriculture-exclusive zone (Chapter 18.15) according to the following regulations:

- A. One large domestic animal, plus the animal's non-adult offspring, may be kept on any parcel of not less than one acre. One additional animal may be kept for each one-half acre by which the parcel exceeds one acre. Domestic animals that fall under the large size category are as follows: bovine, equine, llama, or like animals, regardless of size or age.
- B. Up to four medium-sized domestic animals, plus their non-adult offspring, may be kept on any parcel of not less than one acre. One additional animal may be kept for each ten thousand square feet of area by which the parcel exceeds one acre. Domestic animals that fall under the medium-size category are as follows: sheep, goats, swine, and like animals.
- C. Up to four dogs or domestic cats, or a combination of dogs and cats not exceeding four animals in total, may be kept on any parcel that is less than one acre in size. One additional animal may be kept for each ten thousand square feet of area by which the parcel exceeds one acre. Litters of puppies and kittens exceeding the four animal limit may be kept with the mother for a period not to exceed four months. This subsection (C) shall not apply to accessory uses in a residential estates district (Chapter 18.18), two-family residential district (Chapter 18.24) and multifamily residential-limited district (Chapter 18.27).
- D. Up to ten small domestic animals, plus their non-adult offspring, may be kept on any parcel of not less than ten thousand square feet. One additional animal may be kept for each five hundred square feet of area by which the parcel exceeds ten thousand square feet. Domestic animals that fall under the small-size category are as follows: rabbits, poultry, and like animals, regardless of size or age.
- E. **Up to five** ~~One~~ small domestic animals (as defined in subsection D, but excluding roosters, geese and peacocks) may be kept on any parcel of not less than six thousand square feet. **All small domestic animals must be kept in a side or rear yard and a minimum of 10-feet from property lines.**
- F. Domestic animals shall not be kept on a parcel in such a manner as to constitute a nuisance to neighboring properties.

CEQA Review

The Ordinance amending Section 18.60.060 – Animals and animal shelters – of the Wheatland Municipal Code is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, the Common-Sense exemption and Minor Alterations in Land Use Limitations.

Fiscal Impact: There is no fiscal impact associated with this recommended action.

Attachment:

Ordinance

ORDINANCE NO. XXX

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHEATLAND AMENDING WHEATLAND MUNICIPAL CODE SECTION 18.60.060 RELATING TO ANIMALS AND ANIMAL SHELTERS

The Wheatland City Council ordains as follows:

SECTION 1: Purpose and Authority.

The purpose of this ordinance is to amend Section 18.60.060 of the Wheatland Municipal Code to increase the permitted number of small domestic animals on parcels that are a minimum of six thousand square feet in size. This ordinance is adopted pursuant to Article XI, section 7 of the California Constitution, Chapter 18.85 of the Wheatland Municipal Code, and other applicable laws.

SECTION 2. Findings.

The Wheatland City Council finds and determines as follows:

- A. The City has received several requests to increase the permitted number of small domestic animals on parcels that are a minimum of six thousand square feet in size.
- B. The provisions relating to keeping small domestic animals as an accessory to any residential use allowed in zones other than an agriculture-exclusive zone are contained in the City of Wheatland Municipal Code, Section 18.60.060 "Animals and Animal Shelters."
- C. The Wheatland Planning Commission conducted a duly noticed public hearing on April 29, 2025, in accordance with the law, and recommends that the City Council amend Wheatland Municipal Code, Section 18.60.060 "Animals and Animal Shelters."
- D. On July 8, 2025, the Wheatland City Council held a duly noticed public meeting concerning the adoption of a proposed ordinance amending Section 18.60.060 of the Wheatland Municipal Code.
- E. The City Council has evaluated the amendment of the Section 18.60.060 of the Wheatland Municipal Code and the City's General Plan and has determined that the amendment of the is consistent with the General Plan and the desires of the Wheatland City Council.
- F. The City Council has determined that, pursuant to the California Environmental Quality Act, and after full consideration of the administrative record, the proposed Ordinance amending Section 18.60.060 – Animals and animal shelters – of the Wheatland Municipal Code is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines, the Common-Sense exemption and Minor Alterations in Land Use Limitations.
- G. The Wheatland City Council finds it necessary to pass and implement the proposed amendment to Section 18.60.060 of the Wheatland Municipal Code which will promote and protect the public health, safety, comfort, convenience and general welfare of the residents within the city.

SECTION 3. Ordinance. Subsection E of Section 18.60.060 of the Wheatland Municipal Code is amended to read as follows:

E. Up to five small domestic animals (as defined in subsection D, but excluding roosters, geese and peacocks) may be kept on any parcel of not less than six thousand square feet. All small domestic animals must be kept in a side or rear yard and a minimum of 10 feet from property lines.

Except as expressly amended by this Ordinance, all other provisions of Chapter 18.60 of the Wheatland Municipal Code remain unchanged and in full force and effect.

SECTION 4. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is held by a court of competent jurisdiction to be invalid or unconstitutional, that portion shall be deemed a separate, distinct and independent provision, and the holding shall not affect the validity of the remaining portions of this ordinance.

SECTION 5. Effective Date. This ordinance shall take effect and be enforced thirty (30) days from and after the date of its adoption.

SECTION 6. Posting. Within fifteen (15) days from the date of passage of this ordinance, the City Clerk shall post a copy of it in at least three public places in the City.

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced and adopted at a regular meeting of the Wheatland City Council, held on the _____ of _____, 2025, and passed and adopted at a regular meeting thereof, held on the _____ of _____, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Teter, Mayor
City of Wheatland

ATTEST:

Lisa Thomason, City Clerk
City of Wheatland



City Council Meeting Staff Report

Meeting Date: July 8, 2025

Subject: 2025 Traffic Management Plan for Bishop's Pumpkin Farm Event

Prepared By: Bill Zenoni, City Manager
Dane Schilling, City Engineer

Recommendation: Staff recommends that the Wheatland City Council receive the draft report entitled *Traffic Management Plan for the 2025 Bishop's Pumpkin Farm Event* prepared by the City Engineer.

Discussion: Since 2015, Wheatland has been implementing traffic management plans during each season that the Bishop's Pumpkin Farm is open to the public. The signs and traffic controls are placed prior to the beginning of the event, modified as needed, monitored throughout the event and removed at the end of the event.

On March 25, 2025, the City Council received an overview of City activities related to the Bishop's Pumpkin Farm for the 2024 season. The Bishop's Pumpkin Farm 2024 Season was in operation from Saturday September 7th to Monday November 11th. For 2024, the City again utilized electronic sign boards on SR 65 and traffic barrels on Main Street to help manage the flow of traffic entering and exiting the Bishop's Pumpkin Farm. The second entrance to Bishop's Pumpkin Farm, adjacent to Wheatland High School, was opened on Saturdays and Sundays beginning September 28, 2024. In addition to providing visible law enforcement presence, the traffic signal at Main Street and SR65 was adjusted to expedite the flow of traffic on Friday evenings. Traffic barrels were again utilized on Main Street. However, this year, the traffic barrels were weighted to reduce the possibility of movement by drivers. The flow of traffic into and out of the Bishop's Pumpkin Farm was managed well last year with no major issues.

2025 Traffic Management Plan

The Bishop's Pumpkin Farm will open for the 2025 season on Saturday September 6th and will close on Sunday November 9th. Each year prior to the upcoming season, City staff meets to plan for the upcoming pumpkin farm event and formulates a traffic management plan.

The 2025 Traffic Management Plan is essentially the same as the 2024 plan. The City will continue to provide visible law enforcement presence. Caltrans will be requested to again implement alternative signal timing at the Main Street and First Street traffic signals to expedite the flow of traffic. The barrels placed on Main Street have worked well and will be utilized again this year.

Staff will review the details of the proposed 2025 Traffic Plan with the City Council at the July 8, 2025 meeting.

Fiscal Impact: The City's costs related to the management of traffic due to the Bishop's Pumpkin Farm event traffic are tracked and reimbursed through the Pumpkin Farm Joint Admissions Fund established by agreement between the Pumpkin Farm and City.

Attachment:

1. Traffic Management Plan for the 2025 Bishop's Pumpkin Farm Event



City of Wheatland

Traffic Management Plan for the 2025 Bishop Pumpkin Farm Event

June 16, 2025

Event Period:
September 6th through November 9th, 2025

111 C Street Wheatland, California 95692
TELEPHONE (530) 633-2761
FAX (530) 633-9102

Introduction/Setting

The Bishop Pumpkin Farm (BPF) is an agricultural oriented business located in the southwesterly corner of the City of Wheatland. BPF opened for business in 1973 by hosting school field trips in the fall. BPF has since expanded to include food and alcohol sales, amusement rides, shows, fireworks, fire pits, movie nights and other events. BPF has steadily grown in popularity and employs seasonal workers from the surrounding community.

The vast majority of visitors to BPF travel to the event via Highway 65 and then through City streets to reach the site. Initially, all traffic to the farm was via a single point of access at the westerly end of Fourth Street which turns into Roddan Lane (private street) and then Pumpkin Lane (private street). In recent years the main point of access has been at the end of Main Street and a secondary access via Wheatland Road during peak periods.

Although actual 2024 data are not available, it is estimated that the 2024 BPF attendance exceeded 310,000 guests over 65-days from September 7th through November 11th, 2024.

Traffic flows are characterized as:

- Slower in September with a more even distribution of traffic throughout the week.
- Intensifying consistently leading up to the last weekend in October with marked increases on Fridays, Saturdays and Sundays.
- School bus traffic only on weekdays, typically Monday through Thursday.
- Adverse weather conditions can significantly lower attendance but then cause a spike in attendance on subsequent fair-weather weekends.
- After-hours traffic is substantial and includes employees and deliveries.
- Visitors will explore the use of any available routes in attempts to reduce travel time.
- Visitor trips are more intense/condensed in the mornings and after evening events.
- Special evening events generate surges of exiting traffic when special events conclude.
- Admissions/parking processes at BPF can cause queueing that spills into city streets if adequate admission booths and parking staff are not provided.

Since 2015, Wheatland has been implementing a traffic control/management plan during the season. Temporary traffic controls and signs are placed prior to the event and monitored for the duration of the event.

City Staff meets several times before each season to discuss and plan for the upcoming event. Participants include the City Manager, Wheatland Police Department, Wheatland Fire Authority, Public Works Director and Superintendent, and the City Engineer. After formulating a draft plan for the season City Staff consults Caltrans Traffic Operations Staff and representatives from BPF in separate meetings. Staff consulted BPF representatives and no changes to the internal traffic circulation or access to the site are planned. City staff will consult with Caltrans Traffic Operations staff to discuss the traffic management plan, highway traffic impacts and traffic signal timing. In 2023 and 2024 Caltrans decided to add additional left-turn time of 5- to 9-seconds to the northbound turns on to Main Street to facilitate more incoming BPF visitors per traffic signal cycle.

The calendar of events for Wheatland High School will be checked for any events that may disrupt the use of the Wheatland Road gate located near the high school football field.

The City's practice of advanced planning is part of a continuous improvement process that can provide opportunities to adapt and optimize the traffic management plans for the event.

2025 Approach to Traffic Management

The following description and the attached exhibits describe the City's approach to traffic management for the 2025 BPF season. For purposes of this plan, peak days are defined as all Saturdays and Sundays in October, although the City may require peak day traffic controls be instituted when traffic conditions warrant.

1. Essentially follow last year's plan with minor modifications.
2. Follow and comply with published regulations such as the California Manual for Uniform Traffic Control Devices (CA-MUTCD) and the California Vehicle Code.
3. Segregate to the extent possible vehicle trips generated from north and south of Wheatland, especially on peak days, to reduce traffic conflicts.
4. Use traffic signals at Main Street and First Street to organize, direct and meter traffic entering or exiting Wheatland via Highway 65.
5. Direct traffic to arterial streets to the greatest extent possible to take advantage of the wider streets and stronger pavement structure present in arterial streets.
6. Reduce vehicle conflicts and cut-through traffic from intersecting streets by restricting or strongly discouraging the use of non-arterial streets.
7. Provide a visible law enforcement presence. See details in the following section.
8. Discourage use of E Street from Main Street by placing road closed signs on the shoulders at E Street and Main Street (all weekdays the entire season).
9. Full closure (both directions) of E Street at First Street after 4pm on Fridays and re-open by 7am Monday (all weekends the entire season).
10. Discourage use of E Street by placing road closed local traffic only signs along Highway 65 at Second Street, Third Street and Fourth Street.
11. Close the west end of Fourth Street at Roddan Lane (entire season).
12. Open a second/northerly entrance on Wheatland Road for peak days and divert trips from the north to the second entrance via the First Street traffic signal.
13. Encourage southbound visitors to use the First Street signal and the Wheatland Road Gate with changeable message signs and static signage.
14. Request that Caltrans implement alternative signal timing at the Main Street and First Street traffic signals.
15. Use semi-portable barricades at full-street closures to allow for public safety response. (Note: Wheatland PD and Fire must review and approve any barriers).
16. Request that Caltrans modify signal timing at Main Street to allow more time for left turn from northbound Hwy-65 to westbound Main Street and right turns from eastbound Main Street to Hwy-65.
17. Request that Caltrans modify First Street and McDevitt Drive signal timing as needed in coordination with modified flows from the Main Street signal.
18. Use of traffic barrels with "slow for the cone zone" signs on Main Street between E Street and the westerly end of Main Street for enhanced lane delineation and traffic calming.

19. Use temporary striping and restrict parking at the southwesterly corner of Main Street and Highway 65 to make a temporary dedicated right-turn lane to southbound Highway 65.
20. Road signs along eastbound Wheatland Road for visitors coming from the west on Wheatland Road and Oakley Lane. (peak days)
21. Road signs along westbound Wheatland Road to guide visitors to the second entrance on Wheatland Road. (peak days)
22. Changeable message sign at westbound First Street west of E Street to guide visitors to Wheatland Road entrance. (peak days)
23. Changeable message sign at eastbound Wheatland Road east of Oakley Lane of E Street to guide visitors to Wheatland Road entrance. (peak days)
24. Restrict turns at the exit of the Wheatland Road gate to right-turns only onto eastbound Wheatland Road/First Street.
25. Monitor the effectiveness of this plan throughout the season and make minor adjustments as may be appropriate and as approved by the City Engineer.

Wheatland Police Department

Friday evenings the Wheatland Police Department (PD) will have one officer assigned from 4pm until closing to monitor traffic in the vicinity of the event and conduct patrols inside the event.

Depending on police department staffing levels on Saturday and Sunday, one officer may be assigned to monitor traffic in the vicinity of the event and one officer assigned foot patrol inside the event from opening until closing.

On Friday evenings at the conclusion of the fireworks officers will be posted at the intersection of Main Street and SR-65. The officers will stop traffic on SR-65 and allow exiting traffic on eastbound Main Street to turn onto SR-65 without stopping. This will be done in 5-10-minute increments until the majority of the BPF traffic has exited the parking lot. Northbound and Southbound SR-65 traffic will be held during the egress for 5-10 minute increments then allowed to proceed briefly until stopped again as the traffic exiting from Main Street is the priority.

At the end of each week, PD will evaluate the traffic concerns and concerns within the event to determine if adjustments to staffing levels and patrol times are needed.

Points of Contact

During the event, public safety concerns, comments and inquiries should be directed to the following:

All Public Safety Emergencies	911
Police Non-Emergency (dispatch)	530-633-2821
Fire Non-Emergency	530-633-0861
Public Works After 5pm and Weekends	530-633-0926
Public Works Normal Business Hrs. (M-Th)	530-633-2761

Conclusion

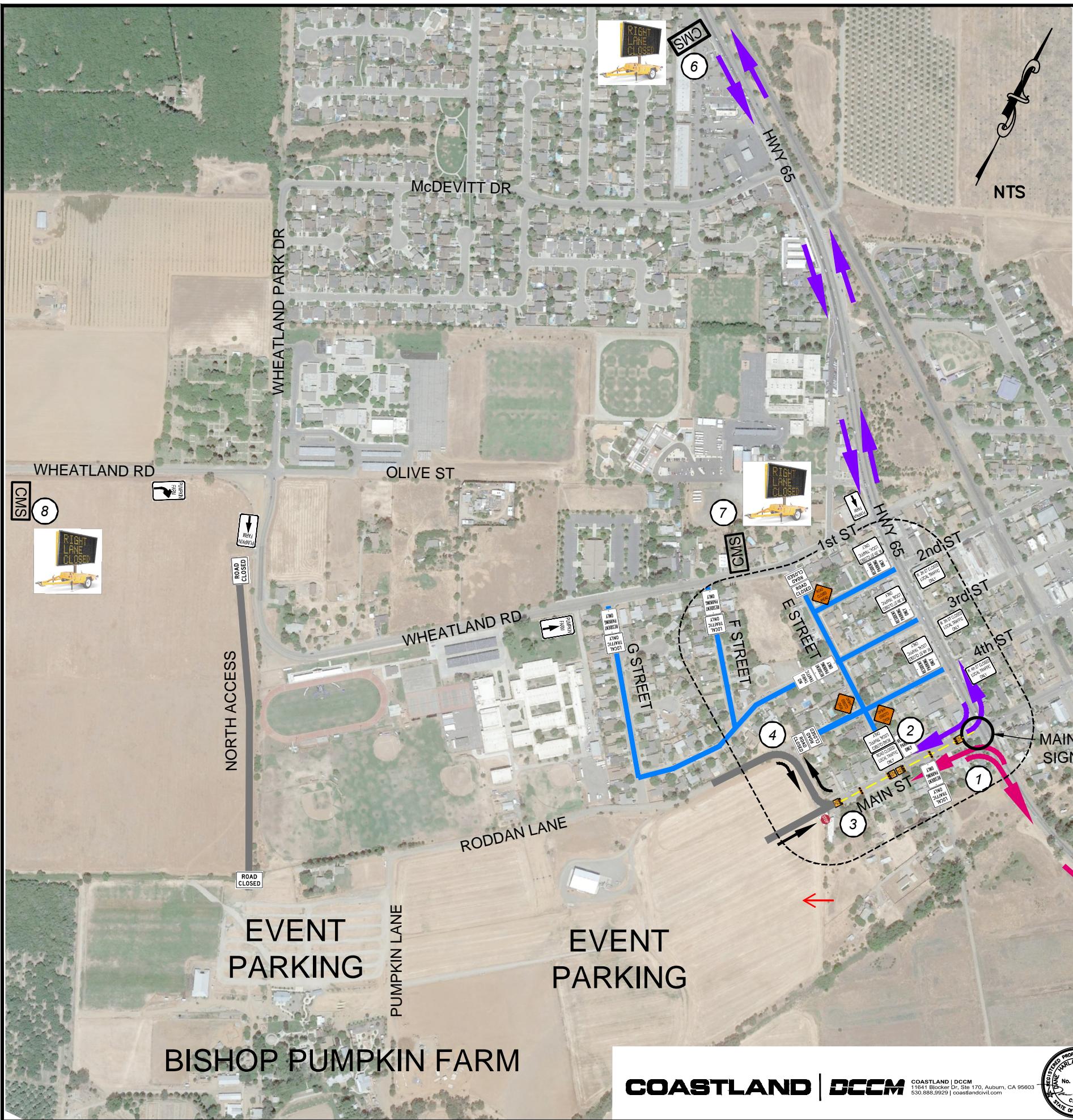
To the greatest reasonable extent and under the direction of the City Engineer the City will: 1) implement this traffic management plan as described herein, 2) monitor conditions during the event, and 3) make minor adjustments to the plan as needed during the event to address any issues or unforeseen circumstances. Any substantial changes to the plan will require the approval of the City Engineer and written modification of this plan.

This plan has been prepared under my responsible charge in coordination with and with input from other City departments.



Dane H. Schilling, PE
City Engineer
City of Wheatland

Attachments: 2025 BISHOP PUMPKIN FARM TRAFFIC PLAN (3 pages)

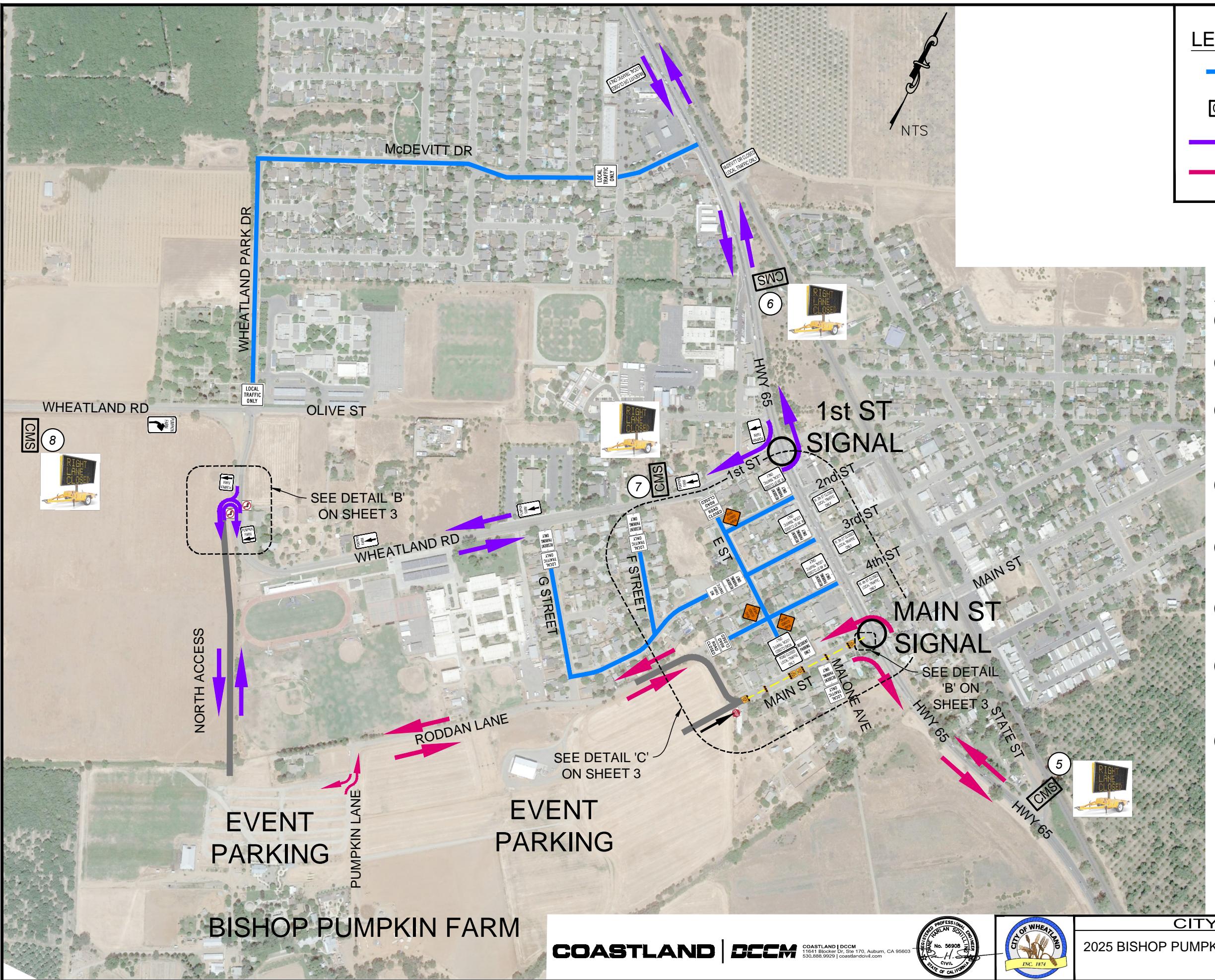


LEGEND

- STREET RESTRICTED TO LOCAL TRAFFIC ONLY
- CMS CHANGEABLE MESSAGE SIGN
- TRAFFIC TO/FROM NORTH
- TRAFFIC TO/FROM SOUTH

NOTES

- TEMP. RIGHT TURN LANE PER DETAIL A/3.
- SOFT CLOSURE: SEE NOTE 5 SHEET3.
- PLACE 3 TRAFFIC BARRELS TRANSVERSE AT 6 LOCATIONS (18 TOTAL) WITH 'SLOW FOR THE CONE ZONE' SIGN AT END OF EACH BLOCK (4 PLACES).
- FULL CLOSURE: THREE-TYPE 3 BARRICADES WITH TWO SANDBAGS EACH LEG.
- CHANGEABLE MESSAGE SIGN (CMS): "PUMPKIN FARM" "LEFT AT SIGNAL"
- CHANGEABLE MESSAGE SIGN "PUMPKIN FARM" "RIGHT AT MAIN ST."
- CHANGEABLE MESSAGE SIGN "NO PUMPKIN FARM ACCESS" "RETURN TO HWY 65" "FOLLOW SIGNS"
- CHANGEABLE MESSAGE SIGN "PUMPKIN FARM TURN RIGHT" "THEN RIGHT AT SIGNAL"

**LEGEND**

STREET RESTRICTED TO LOCAL TRAFFIC ONLY

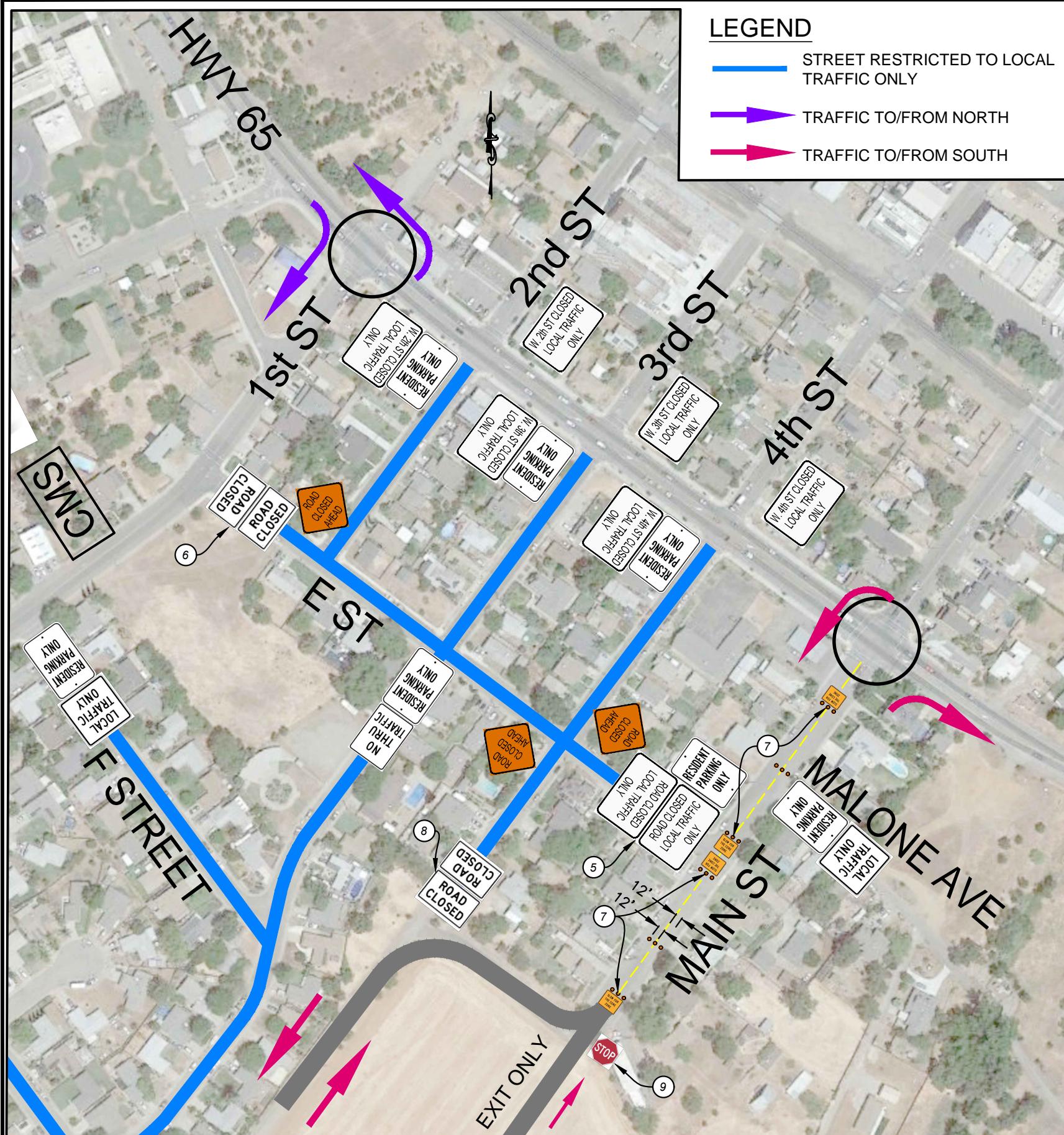
CMS CHANGEABLE MESSAGE SIGN

TRAFFIC TO/FROM NORTH

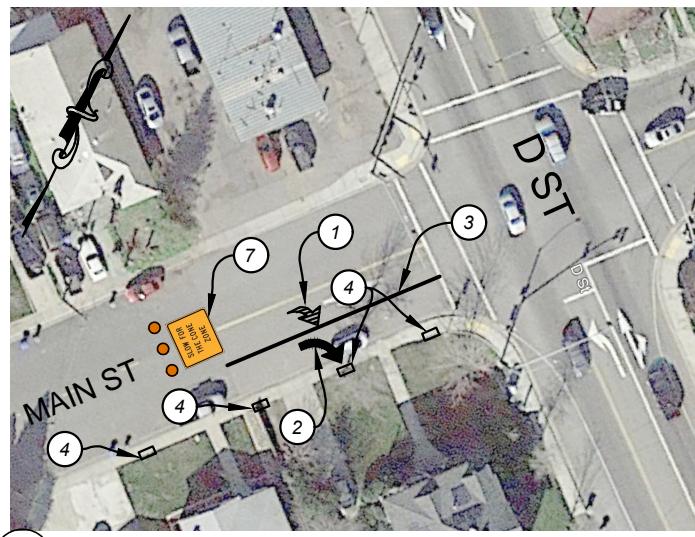
TRAFFIC TO/FROM SOUTH

NOTES

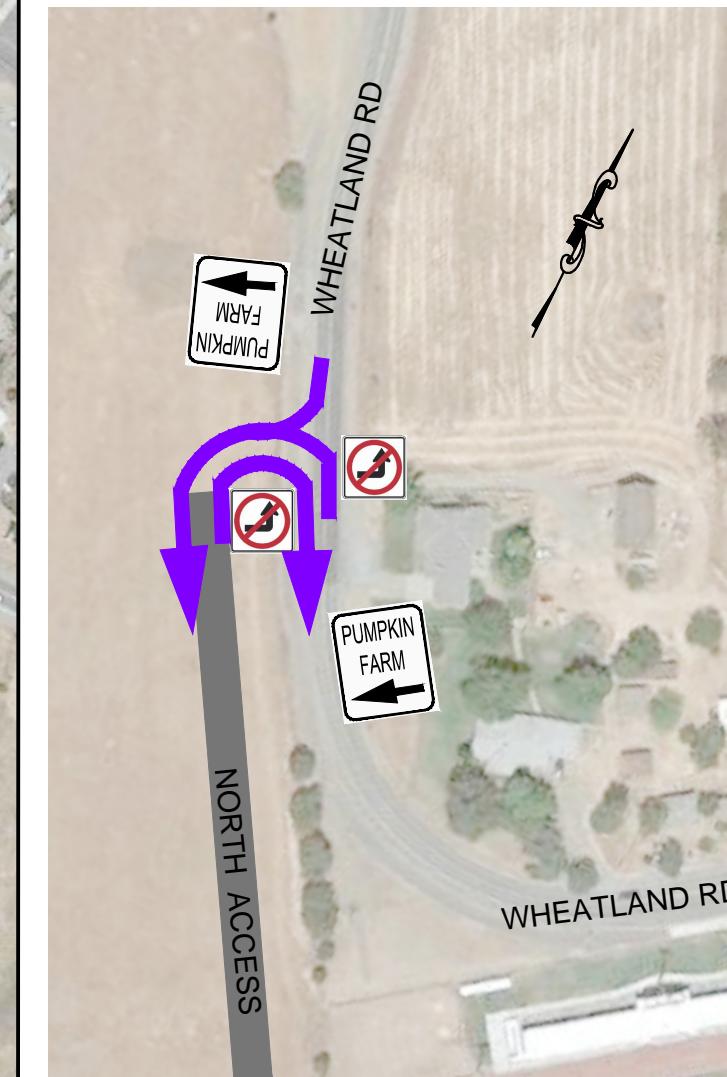
- 1 TEMP. RIGHT TURN LANE PER DETAIL A.3.
- 2 SOFT CLOSURE: SEE NOTE 5 SHEET3.
- 3 PLACE 3 TRAFFIC BARRELS TRANSVERSE AT 6 LOCATIONS (18 TOTAL) WITH 'SLOW FOR THE CONE ZONE' SIGN AT (4 PLACES).
- 4 FULL CLOSURE: THREE-TYPE 3 BARRICADES WITH TWO SANDBAGS EACH LEG.
- 5 CHANGEABLE MESSAGE SIGN (CMS): "PUMPKIN FARM" "LEFT AT SIGNAL"
- 6 CHANGEABLE MESSAGE SIGN "PUMPKIN FARM" "RIGHT AT SIGNAL."
- 7 CHANGEABLE MESSAGE SIGN "PUMPKIN FARM" "CONTINUE 0.5-MILES" "FOLLOW SIGNS"
- 8 CHANGEABLE MESSAGE SIGN "PUMPKIN FARM TURN RIGHT" "FOLLOW SIGNS"



C E STREET NEIGHBORHOOD



A MAIN ST & HWY 65 RIGHT TURN



B WHEATLAND ROAD TURN RESTRICTIONS

NOTES

- 1 BLACK-OUT RIGHT ARROW ON (E) TYPE II(B) MARKING. WITH ADHESIVE STRIPING TAPE.
- 2 PLACE TEMPORARY TYPE III(R) RIGHT TURN ARROW WITH ADHESIVE STRIPING TAPE.
- 3 STRIPE 60' OF 6" (DETAIL 38A) WHITE STRIPE. WITH ADHESIVE STRIPING TAPE.
- 4 INSTALL "NO PARKING" SIGNS ON TYPE II BARRICADE (4 PLACES).
- 5 SOFT CLOSURE: ONE - TYPE 3 BARRICADE ON EACH SHOULDER WITH TWO SANDBAGS EACH LEG. POST TWO 'NO PARKING' SIGNS ON EACH SIDE OF STREET ON TYPE 2 BARRICADES, 40-FT APART CENTERED ON CLOSURE SIGN.
- 6 FULL CLOSURE: FOUR - TYPE 3 BARRICADES WITH TWO SANDBAGS EACH LEG.
- 7 PLACE 3 TRAFFIC BARRELS TRANSVERSE AT 6 LOCATIONS (18 TOTAL) WITH 'SLOW FOR THE CONE ZONE' SIGN AT END OF EACH BLOCK (4 PLACES).
- 8 FULL CLOSURE: THREE- TYPE 3 BARRICADES WITH TWO SAN BAGS EACH LEG.
- 9 R-1 "STOP" SIGN ON TYPE 2 BARRICADE.

GENERAL NOTES

ALL SIGN SHALL BE SECURED TO
TYPE 2 BARRICADES UNLESS
OTHERWISE NOTED



CITY OF WHEATLAND

2025 BISHOP PUMPKIN FARM TRAFFIC MANAGEMENT PLAN
DETAILS SHEET 3 44



City Council Meeting Staff Report

Meeting Date: July 8, 2025

Subject: Consideration and Adoption of Resolution Approving Amendment No.1 to the First Amended and Restated Wheatland Fire Authority Joint Powers Agreement

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council consider adoption of a resolution approving Amendment No. 1 to the First Amended and Restated Wheatland Fire Authority Joint Powers Agreement.

Discussion: The Wheatland Fire Authority provides critical fire protection and emergency response services to the citizens and businesses within the City of Wheatland. The Wheatland Fire Authority was formed in 2006 as a joint powers authority (JPA) that combined the City of Wheatland Fire Department with the Plumas-Brophy Fire Protection District. The original JPA agreement was amended in 2010 and has not been amended since that time. There are currently several sections in the JPA agreement which are outdated and in need of revision.

The City Council, on May 9, 2023 authorized staff to issue a Request for Proposals (RFP) for consulting firms to conduct an independent evaluation focused on identifying any changes in operations or structure that may be necessary to ensure the long-term sustainability of the Wheatland Fire Authority. In response to the City Council's direction, an RFP for consulting services to prepare a Wheatland Fire Authority Sustainability Analysis was issued on September 19, 2023. The City Council, on February 27, 2024, authorized execution of an agreement with Municipal Resource Group to prepare the Wheatland Fire Authority Sustainability Analysis. The scope of work for this project included a review and analysis of the current JPA agreement and of the Wheatland Fire Authority operating structure and its ongoing ability to meet the needs of the City. The consultant's report was to develop a strategic direction document that includes demographics of the region, a review of calls for service, and resource needs including personnel, apparatus, and physical facilities. The consultant developed a business plan for the organization that takes into account the items needed to provide fire and life safety services with estimates on long-term replacement costs, use of technology, comparisons of Cal OSHA requirements and their impact to the organization.

The consultant produced a written report with projections on future service delivery needs and costs associated with the Fire Authority including estimates for capital expenditures. The report also included a financial analysis identifying financial needs to maintain the Fire Authority's sustainability and a discussion of potential funding mechanisms including adjusting the annual contribution made by the City. The consultant presented the Wheatland Fire Authority Sustainability Analysis Report to the City Council on October 22, 2024.

The proposed Amendment No.1 to the 2010 First Amended and Restated Wheatland Fire Authority Joint Powers Agreement includes several minor administrative changes as well as an adjustment to the allocation of costs between the City of Wheatland and Plumas Brophy Fire Protection District in accordance with the recommendations included in the 2024 consultant's report. The proposed JPA amendments are summarized below.

- Section 3.9 – Authority Facilities

A sentence has been added clarifying that 'any improvements or upgrades to a Party's property that require a building permit shall be the responsibility of the owner of the property.'

- Section 5.2 – Budget

The current agreement provides that the City of Wheatland and Plumas Brophy Fire Protection District shall be provided with a copy of the Fire Authority proposed budget at least 20 days prior to the Authority Board's approval. That time period has been increased to 30 days. A sentence has also been added to this section stating that the Authority Board will not adopt a budget which commits either party to a contribution which exceeds the annual contribution amount budgeted by each party.

- Section 5.3 – Party Contributions

The 2010 agreement identifies the City's annual percentage contribution as 49.3% and Plumas Brophy Fire District contribution as 50.7%. The Wheatland Fire Authority Sustainability Analysis Report (page 5) recommends that the cost sharing should be changed to 61% for the City of Wheatland and 39% for Plumas Brophy Fire District based upon the emergency call volume generated by each agency. The proposed amendment increases the City's contribution to 50% in FY 2025-26, to 58% in FY 2026-27 and to 61% in FY 2027-28. Beginning in FY 2028-29, each party's share will be calculated based upon the number of calls received in the prior calendar year.

The current agreement provides that payment to the Authority will be made every three months "or at such other intervals as determined appropriate by the Board." The amendment provides that each party will determine whether it will pay its proportionate share in either one annual payment (due in July) or two semi-annual payments (due in July and January).

The proposed Amendment No. 1 to the First Amended and Restated Wheatland Fire Authority Joint Powers Agreement will be considered by the Plumas Brophy Fire Protection District Board of Directors on July 10, 2025.

Fiscal Impact: The City's budgeted General Fund contribution for operation of the Wheatland Fire Authority for Fiscal Year 2025-26 is \$315,499 which represents 50% of the Fire Authority budget. If the City were to contribute the recommended 61% this fiscal year, the cost would increase by \$69,410 to \$384,909. Phasing the contribution formula in over a three-year period provides the City time to plan for this increased cost.

Attachments:

1. Resolution
2. Amendment No.1 to the First Amended and Restated Wheatland Fire Authority Joint Powers Agreement
3. First Amended and Restated Wheatland Fire Authority Joint Powers Agreement
4. Consultant Report

**WHEATLAND CITY COUNCIL
RESOLUTION NO. XX-25**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
APPROVING AMENDMENT NO.1 TO THE FIRST AMENDED AND RESTATED WHEATLAND
FIRE AUTHORITY JOINT POWERS AGREEMENT**

WHEREAS, the Wheatland Fire Authority was formed on January 1, 2006 through a Joint Powers Agreement between the City of Wheatland and the Plumas Brophy Fire Protection District; and

WHEREAS, the 2006 Joint Powers Agreement was amended and restated on December 14, 2010; and

WHEREAS, the Wheatland City Council, on October 22, 2024 received and reviewed a consultant's report titled the Wheatland Fire Authority Sustainability Analysis; and

WHEREAS, an amendment to the 2010 First Amended and Restated Wheatland Fire Authority Joint Powers Agreement has been developed based upon recommendations included in the Wheatland Fire Authority Sustainability Analysis report and several administrative changes recommended by City staff; and

WHEREAS, the Wheatland City Council has reviewed and concurs with the recommended amendments to the Joint Powers Agreement.

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 City Council of the City of Wheatland hereby approves Amendment No.1 to the First Amended and Restated Wheatland Fire Authority Joint Powers Agreement provided in the attached Exhibit A.

PASSED AND ADOPTED by the City Council of City of Wheatland on this 8th day of July 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Angela Teter, Mayor

ATTEST:

Lisa Thomason, City Clerk

AMENDMENT NO. 1 TO THE FIRST AMENDED AND RESTATED WHEATLAND FIRE AUTHORITY JOINT POWERS AGREEMENT

This Amendment No. 1 to the First Amended and Restated Wheatland Fire Authority Joint Powers Agreement (“Restated Agreement”) between the City of Wheatland, a municipal corporation (“City”), and Plumas-Brophy Fire Protection District, a fire protection district (“District”), collectively the parties (the “Parties”), is made and entered into effective July __, 2025, and is based on the Recitals and matters set forth herein.

RECITALS

- A. The Parties entered into a Joint Powers Agreement on January 1, 2006, to create the Wheatland Fire Authority (“Authority”) and coordinate the provision of Fire Protection Services in the Wheatland/Plumas-Brophy Area, and to jointly exercise the common powers of the Parties regarding Fire Protection Services.
- B. In May of 2010, the Parties amended and restated the Joint Powers Agreement to extend the term of the Joint Powers Agreement and allocate the responsibility of Fire Code enforcement activities in the City to the Authority.
- C. The Parties now wish to amend the Restated Agreement to adjust the budgetary contributions of the Parties and to make minor a clarification pertaining to the Authority facilities.

In consideration of the recitals contained herein, the Parties agree to amend the Restated Agreement as follows:

1. Amendment to Section 3.9, Authority Facilities. Section 3.9 of the Restated Agreement is hereby amended as follows:

Authority Facilities. All facilities, buildings, structures, vehicles, apparatus, equipment and other property constructed or acquired by the Authority shall be held in the name of the Authority and for the benefit of the Authority in accordance with the terms of this Agreement. A Party’s facilities, buildings, structures, vehicles, apparatus, equipment and other property as listed on Exhibit A of the 2006 Joint Powers Agreement shall continue to be that Party’s property; however, during the term of this Agreement, that Property will be used by the Authority for the purposes of this Agreement, and the common property of the Parties as listed on Exhibit A of the 2006 Joint Powers Agreement will be used by the Authority during the term of this Agreement. Authority shall be responsible for the costs of operating and maintaining such property, including utilities. Any improvements or upgrades to a Party’s property that require a building permit shall be the responsibility of the owner of the property.

2. Amendment to Section 5.2, Budget. Section 5.2 of the Restated Agreement is hereby amended as follows:

Budget. Prior to the commencement of each Fiscal Year, the Board shall adopt a budget for expenditures and revenues of the Authority under this Agreement for the ensuing fiscal year. The budget shall comply with sections 5.2 and 5.7. Each Party shall be provided with a copy of the proposed budget at least 30 days before the Authority’s Board of Directors’ approval of such budget. Within this 30-day period, each Party shall have the opportunity to review the proposed budget, agree to the required contribution and submit comments on the proposed budget to the Authority. The Board will

not adopt a budget which commits either Party to a contribution which exceeds the annual contribution amount budgeted by each Party.

3. Amendment to Section 5.3, Party Contributions. Section 5.3 of the Restated Agreement is hereby amended as follows:

5.3.1 Each Party shall contribute the following amounts for the operation of the Authority:

	City	District	Total
FY 2025-26	50%	50%	100%
FY 2026-27	58%	42%	100%
FY 2027-28	61%	39%	100%

Beginning in Fiscal Year 2028-29, each Party shall contribute to the Authority an amount proportionate to the Party's share of expenses under the approved budget. This share of expenses shall be based upon the percentage of the emergency calls allocated to each Party compared to the total number of emergency calls responded to by the Authority in the prior calendar year.

5.3.2 Each Party agrees to pay the Authority its proportionate share of the budget expenses in accordance with section 5.3.1. The Authority shall submit to each Party an annual invoice providing the calculation of the Party's proportionate share of the budget for that fiscal year. Each Party will determine whether it will pay its proportionate share in either one annual payment (due in July) or two semi-annual payments (due on July 15 and January 15). Each Party shall pay to the Authority the amount owed in a timely manner.

Except as specifically modified by the terms of this Amendment, the provisions of the Restated Agreement are unchanged and remain in full force and effect.

CITY OF WHEATLAND

**PLUMAS-BROPHY FIRE PROTECTION
DISTRICT**

Mayor

Chair

Attest:

Attest:

City Clerk

Secretary

Approved as to form:

Approved as to form:

City Attorney

Attorney for District

**FIRST AMENDED AND RESTATED
WHEATLAND FIRE AUTHORITY
JOINT POWERS AGREEMENT**

This Joint Powers Agreement was entered into on January 1, 2006 by and between the City of Wheatland, a municipal corporation ("City"), and the Plumas-Brophy Fire Protection District, a fire protection district ("District"), and is amended and restated as of November 30, 2010 as follows:

1. Definitions. For the purpose of this Agreement, the words and phrases below shall have the following meanings:

1.1. "Agreement" means this Joint Powers Agreement.

1.2. "Authority" means the Wheatland Fire Authority formed pursuant to this Agreement.

1.3. "Board" or "Board of Directors" means the governing body of the Authority as established by this Agreement.

1.4. "Effective Date" means the effective date of this Agreement and the Authority as provided in section 3.3.

1.5. "Fire Protection Services" means fire protection, prevention and suppression services; rescue services; emergency medical response services; hazardous material emergency response services; and, any other services relating to the protection of lives and property.

1.6. "Fiscal Year" means July 1 through June 30.

1.7. "Joint Exercise of Powers Law" means the statute at Government Code title 1, division 7, chapter 5, commencing with section 6500.

1.8. "Parties" means the City and District. "Party" means either one of the Parties.

1.9. "Wheatland/Plumas-Brophy Area" means that geographic area encompassing the total combined jurisdictional boundaries of the Parties, as currently existing and as may be expanded by annexation or otherwise lawfully changed from time to time.

2. Recitals. This Agreement is made with reference to the following background factual recitals:

2.1. The Parties to this Agreement each have the authority to provide Fire Protection Services within their respective jurisdictional areas.

2.2. Until the adoption and implementation of this Agreement, Fire Protection Services in the Wheatland/Plumas-Brophy Area have been provided under the following conditions:

2.2.1. The District has been responsible for Fire Protection Services in the unincorporated areas within the District boundaries, but not within the incorporated limits of the City. The City has been responsible for Fire Protection Services within the incorporated limits of the City.

2.2.2. The District has been governed by the Board of Directors of the District, and the Wheatland Volunteer Fire Department has been governed by the City Council of the City.

2.2.3. The Parties have shared and utilized a common fire chief and other Fire Department officers and volunteer fire fighters, trained together and work jointly to provide Fire Protection Services, and have assisted each other pursuant to mutual aid and similar agreements. The City utilizes its own vehicles, apparatus and equipment, and the District utilizes its own vehicles, apparatus and equipment.

2.3. Attached as Exhibit A and incorporated herein is a list of the property and assets owned by each Party at the Effective Date, and the property and assets held in common by the two Parties.

2.4. The Parties desire to consolidate and coordinate Fire Protection Services in the Wheatland/Plumas-Brophy Area and to provide for a common governing board.

2.5. The Parties desire to implement this goal by creating a joint exercise of powers authority to exercise those powers in common for their mutual benefit as provided in this Agreement.

2.6. Each of the Parties is authorized to contract with each other for the joint exercise of any common power under the Joint Exercise of Powers Law.

3. CREATION AND POWERS OF AUTHORITY.

3.1. Authority. This Agreement is authorized by, and entered into pursuant to, the Joint Exercise of Powers Law and other applicable law.

3.2. Authority Created. There is hereby created a public entity to be known as the "Wheatland Fire Authority." The Authority is formed by this Agreement pursuant to the Joint Exercise of Powers Law. The Authority shall be a public entity separate from the Parties. The debts, liabilities and obligations of the Authority shall be the debts, liabilities and obligations of the Authority alone and not of the Parties.

3.3. Effective Date. The effective date of this Agreement and of the legal existence of the Authority shall be the date first set forth above, and this Agreement and the Authority shall continue in full force and effect until terminated as provided in this Agreement.

3.4. Boundaries of the Authority. The geographic boundaries of the Authority shall be coextensive with those of the Parties, as currently existing and as may be expanded by annexation or otherwise lawfully changed from time to time.

3.5. Purpose of the Agreement. The purpose of this Agreement is to coordinate and consolidate the provision of Fire Protection Services in the Wheatland/Plumas-Brophy Area, and to jointly exercise the common powers of the Parties regarding Fire Protection Services as provided below and for the exercise of such additional powers as may be authorized by law in the manner set forth in this Agreement.

3.6. Powers. The Authority shall have the power in its own name to do any of the following:

3.6.1. To study, plan and implement ways and means to provide reasonable, efficient and cost effective Fire Protection Services within the Wheatland/Plumas-Brophy Area.

3.6.2. To employ a Fire Chief and such other employees who may be necessary or appropriate to the full exercise of its powers.

3.6.3. To recruit, organize, utilize, train, supervise and equip volunteer and paid fire fighters to provide Fire Protection Services. Upon the effective date of this Agreement, the volunteer fire fighters on the rosters of City and District at that time shall become volunteer fire fighters of the Authority.

3.6.4. To make and enter contracts as it deems necessary or appropriate, including, but not limited to, contracts with a federal, state or local government agency and other joint powers agreements.

3.6.5. To contract for the services of contractors, engineers, attorneys, and other consultants, advisors and agents as it deems necessary or appropriate.

3.6.6. To plan for, design, finance, acquire, construct, manage, maintain, operate and/or replace any facilities, buildings or structures as it deems necessary or appropriate.

3.6.7. To acquire, by purchase, trade, eminent domain or otherwise, and to hold and dispose of real and personal property, as it deems necessary or appropriate.

3.6.8. To hold, manage, operate and maintain all Authority property, facilities, buildings, structures, vehicles, apparatus and equipment, including the separate and common property of the Parties listed on Exhibit A.

3.6.9. To adopt and enforce ordinances, rules and regulations for the administration, operation and maintenance of Fire Protection Services, and for the prevention and suppression of fires and the protection and preservation of life and property.

3.6.10. To incur debts, liabilities or obligations.

3.6.11. To issue bonds, certificates of participation, notes and other evidence of indebtedness, and to enter into leases, installment sale contracts and installment purchase contracts.

3.6.12. To sue and be sued.

3.6.13. To apply for, accept and receive state, federal or local licenses, permits, grants, loans or other aid from any federal, state or local government agency or private entity as it deems necessary or appropriate.

3.6.14. To purchase and maintain such bonds, insurance, self-insurance and/or insurance pooling as it deems necessary or appropriate.

3.6.15. To enter into mutual and automatic aid agreements with any federal, state or local government agency, and to provide mutual aid assistance pursuant to any mutual aid agreement involving either or both of the Parties and in existence at the Effective Date, or pursuant to any mutual aid agreement hereafter adopted or amended.

3.6.16. To exercise any other powers common to both Parties, including, but not limited to, the powers of a fire protection district set forth in the Fire Protection District Law of 1987 (Health and Safety Code division 12, part 2.7, commencing with section 13800).

3.6.17. To seek, levy and collect revenue and funding, as provided by law, as determined appropriate.

3.6.18. To perform all acts necessary or convenient to carry out fully the purposes of this Agreement.

3.7. Manner of Exercise of Powers. To the extent not specifically provided for in this Agreement or the Joint Exercise of Powers Law, the Authority shall exercise its powers in the manner and according to methods provided under the laws applicable to the City.

3.8. Mutual Aid and/or Automatic Aid Agreements. To the extent either or both Parties are subject to one or more mutual and or automatic aid agreements in existence at the Effective Date, the Authority shall continue to be bound by and entitled to the benefits of such pre-existing mutual aid agreements, to the extent such agreements are binding on successors in interest of the parties.

3.9. Authority Facilities. All facilities, buildings, structures, vehicles, apparatus, equipment and other property constructed or acquired by the Authority shall be held in the name of the Authority and for the benefit of the Authority in accordance with the terms of this Agreement. A Party's facilities, buildings, structures, vehicles, apparatus, equipment and other property as listed on Exhibit A shall continue to be that Party's property; however, during the term of this Agreement, that Property will be used by the Authority for the purposes of this Agreement, and the common property of the Parties as listed on Exhibit A will be used by the Authority during the term of this Agreement. Authority shall be responsible for the costs of operating and maintaining such property, including utilities.

3.10. No Restriction on Other JPA. Nothing in this Agreement shall prevent the Parties from entering into other joint powers agreements.

3.11. Building Code-Related Services. Except as provided in section 3.13, for property within the City of Wheatland (as the same may be expanded from time to time by annexation or otherwise lawfully changed), City shall remain responsible for all construction- and building-related duties, responsibilities and services under the California Building Code, Uniform Fire Code and other applicable construction- and building-related codes and regulations, including compliance with fire safety-related codes, standards and regulations and including plan check and construction-related inspection services. Authority shall not have such duties and authority within the City limits, unless the City requests, and the City and the Authority mutually agree that the Authority will provide some or all of these duties.

3.12. Development Fees. Each Party retains the authority and discretion to levy, collect and spend development fees levied on new development.

3.13. Fire Prevention. For property within the City of Wheatland (as the same may be expanded from time to time by annexation or otherwise lawfully changed), City shall retain authority to conduct fire prevention activities (in addition to the Authority's prevention activities) and to collect fees necessary to support such activities unless the City, by written notice, delegates all or a portion of these duties to the Authority and the Authority agrees to assume responsibility for the delegated duties. In May of 2010, the City gave notice to the Authority and the Authority accepted responsibility for Fire Code enforcement activities.

4. ORGANIZATION, BOARD AND OFFICERS.

4.1. Governing Body. The Authority shall be governed by a legislative body known as the Board of Directors. The Board shall consist of four directors, with two appointed by each Party. Each Party shall also select one alternate.

4.1.1. For the Parties, each director and alternate director shall be appointed by and from the membership of the governing body of the respective Party. For the City, the director and alternate shall be appointed by and from the City Council in the manner that it deems appropriate. For the District, the director and alternate shall be appointed by and from the Board of Directors in a manner that it deems appropriate. The names of all directors and alternates shall be on file with the Board. Alternates shall assume all rights of the director representing the appointing entity and shall have the authority to act in the absence of a director or in the event that a director has a conflict of interest that precludes participation by the director in any decision-making process of the Authority.

4.1.2. Each director and alternate shall serve at the pleasure of his or her appointing Party. Each director and alternate shall hold office from the first meeting of the Board after his or her appointment by the Party he or she represents until a successor is appointed by the appointing Party and the Party so notifies the Authority.

4.1.3. If a City-appointed director or alternate ceases to be a member of the City Council or if a District-appointed director or alternate ceases to be a member of the District Board of Directors, then that position on the Authority Board shall be deemed vacated effective concurrent with the date that the person ceases to be a member of the City Council or Board of Directors, in which case the appointing entity will fill the vacancy by appointment.

4.1.4. A director may receive such compensation from the Authority for services as may from time to time be established by the Board, subject, though, to the limits of applicable law. In addition, a director may be reimbursed for necessary and actual expenses incurred by such director in the conduct of the Authority's business.

4.1.5. All the power and authority of the Authority will be exercised by the Board, subject, however, to the rights reserved by the Parties as set forth in this Agreement; provided, however, that the Board may delegate such powers and authority to the Fire Chief and others as the Board deems appropriate.

4.1.6. The Board may act only by ordinance, resolution or motion.

4.2. Principal Office. The initial principal office of the Authority shall be the existing fire station at 313 Main Street . The Board may change the principal office from time to time from one location to another within the boundaries of the Authority. Any change shall be noted by the Secretary, but shall not be considered an amendment to this Agreement.

4.3. Meetings. The Board shall meet at the principal office of the Authority or at such other place as may be designated by the Board. The time and place of regular meetings of the Board shall be determined by resolution adopted by the Board. Regular, adjourned and special meetings shall be called and held in the manner as provided in the Brown Act (California Government Code title 5, division 2, chapter 9, commencing at section 54950).

4.4. Quorum and Votes. Three directors of the Board shall constitute a quorum for the purpose of transacting business. The affirmative vote of a majority of all the directors (i.e., at least three votes) shall be required for the Authority to take action, except where different voting requirements are provided for in this Agreement or by law. Approval of the following actions of the Authority shall require four affirmative

votes: approval of the annual budget and budget adjustments in excess of \$5,000; purchase of real property; expenditures in excess of \$5,000; and, construction of a new or additional fire station.

4.5. Minutes. The Secretary of the Authority shall cause to be kept minutes of all meetings of the Board.

4.6. Bylaws and Rules. The Board may adopt from time to time such bylaws, rules and regulations for the conduct of its meetings and affairs of the Authority as may be necessary or appropriate.

4.7. Officers. The Board shall appoint the following officers: Chair, Vice Chair, Secretary, Treasurer, Fire Chief and such additional officers as it deems necessary or appropriate. The Chair and Vice Chair shall be selected from the directors of the Board. The Secretary and Treasurer may but are not required to be a director. The Fire Chief shall not be a director. The office of Secretary, Treasurer and Fire Chief, or any two of these offices, may be held by the same person. The Chair and Vice Chair shall hold office for a period of one year commencing January 1 and ending December 31 of each year; provided, however, that the first Chair and Vice Chair appointed shall hold office from the date of their appointment to December 31 of the ensuing year. All officers shall serve at the pleasure of the Board. The duties of the various officers shall be established by bylaws adopted by the Board, or other Board action.

4.8. Treasurer. The Treasurer of the Authority shall be the depositary of funds and shall have custody of all money of the Authority, from whatever source. The Treasurer shall perform the duties specified in Government Code section 6505.5, and shall also serve as the auditor of the Authority and draw all warrants and pay demands against the Authority approved by the Board. The officer or officers or persons who have charge of any funds or securities of the Authority shall be bonded and the amount of their bond shall be determined by the Board.

4.9. Fire Chief. The Fire Chief of the Authority shall be the chief administrative officer of the Authority, shall serve at the pleasure of the Board, and shall be responsible to the Board for the proper and efficient administration of the Authority as is or hereafter may be placed in his or her charge, or under his or her jurisdiction or control, pursuant to the provisions of this Agreement, or of any ordinance, resolution, bylaw or minute order of the Board.

5. FINANCIAL PROVISIONS.

5.1. Initial Advance. Upon the Effective Date, each Party shall forthwith advance to the Authority the sum set forth below as initial start-up funding for the Authority to be used until the adoption of the initial budget and payment of invoices as provided below. These amounts shall be applied as advances toward a Party's contribution for the first year's budget.

City	\$8,600
District	\$8,889

5.2. Budget. Within 60 days after the first meeting of the Board, and thereafter prior to the commencement of each Fiscal Year, the Board shall adopt a budget for expenditures and revenues of the Authority under this Agreement for the ensuing fiscal year. The budget shall comply with sections 5.3 and 5.8. Each Party shall be provided with a copy of the proposed budget at least 20 days before the Authority Board's approval, and within this period shall have the opportunity to review the proposed budget and submit comments on it to the Authority.

5.3. Party Contributions.

5.3.1. For the first fiscal year, each Party shall contribute the following amounts for the operation of the Authority:

City	\$77,800.00/year	\$6,483.00/mo.	49.30%
District	\$80,003.70/year	\$6,666.98/mo.	50.70%

For subsequent years, each Party shall make a contribution to the Authority to pay the Party's proportionate share of expenses under the approved budget based on the percentages in the table set forth above; provided, however, that a Party's annual contribution amount shall not exceed the dollar amount in the table as adjusted (commencing July 1, 2006 and each July 1 thereafter) based on the percent change for the previous year in the Consumer Price Index for All Urban Consumers for the west urban area, as reported by the U.S. Bureau of Labor Statistics.

5.3.2. Each Party agrees to pay and advance to the Authority its share of the budget expenses in accordance with section 5.3.1. Upon completion of the initial budget, and thereafter every three months (or at such other intervals as determined appropriate by the Board), the Authority shall determine the amount of the budget expenses payable during the ensuing three month period (or other appropriate interval), and each Party's share of such amount, based on section 5.3.1 and the budget approved by the Board. The Authority shall submit to each Party an invoice showing the Party's share for the applicable period together with a calculation of the Party's share. Each Party shall pay to the Authority the amount invoiced within 30 days after the date of the invoice. Any amount not paid within 30 days of the date of an invoice shall be delinquent.

5.3.3. The Board may agree to reimburse any Party for any costs related to this Agreement incurred prior to the Effective Date.

5.4. Default. Any Party which defaults in its obligation to pay or advance any amounts due pursuant to this Agreement after such amounts have become delinquent shall be deemed to have waived and relinquished any rights and benefits it may have under this Agreement. Any defaulting Party shall pay to the Authority interest on the unpaid amount at the rate of 10% per annum, or the maximum rate allowed by law if it is less than 10% per annum, until the overdue invoice amount is paid in full. In the event of a default, the non-defaulting Party may immediately terminate this Agreement. If the Agreement is terminated pursuant to this section, then the defaulting Party shall remain liable for payment of its share of debts, liabilities and obligations under this Agreement incurred prior to the date of termination, plus interest. Section 7.3 shall apply to any default and termination under this section.

5.5. Accounting. The Authority shall maintain strict accountability of all funds, receipts and expenses, and shall keep and maintain appropriate records and accounts of all funds, receipts and expenses under this Agreement in accordance with generally accepted accounting practices for California public agencies. The Authority shall allow any Party, or any of its employees, accountants, attorneys or agents to review, inspect, copy and audit any such records and accounts.

5.6. Assets. The Authority shall maintain records of all vehicles, apparatus, equipment and other assets and property contributed by each Party.

5.7. Audit. The records and accounts of the Authority shall be audited annually by an independent certified public accountant and copies of such audit reports shall be filed with the State Controller and each Party within six months of the end of the fiscal year under examination.

5.8. Expenditures. The Board shall establish and comply with a system and procedure for the review and approval of Authority expenditures and claims and the drawing and signing of Authority warrants or checks. All expenditures shall be consistent with the approved budget, except as otherwise determined by the Board. As annexations to the City are approved without the concurrent detachment from the District, the Parties acknowledge that there will be portions of the District located within the City limits (the “District-in-City Area”). In approving the Authority budget and expenditures, the Board shall ensure that at least 90% of the District’s allocation of ad valorem property tax revenue from the District-in-City Area shall be spent on or allocated toward Authority facilities, buildings, structures, apparatus, equipment and/or services that directly benefit or further Fire Protection Services within the City.

6. INDEMNIFICATION.

6.1. By Authority. The directors, officers, employees and volunteers of the Authority shall be entitled to defense and indemnification by the Authority as provided under Government Code title 1, division 3.6, part 2, chapter 1, article 4 (commencing with section 825) and title 1, division 3.6, part 7 (commencing with section 995). The Authority shall indemnify, defend, protect, and hold harmless each Party, and its officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in connection with the Authority’s performance under this Agreement or failure to perform under this Agreement.

6.2. By City. The City shall indemnify, defend, protect, and hold harmless the Authority and the District, and their respective officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in connection with an act or omission of the City or its officer, employee, agent or volunteer beyond the scope of this Agreement.

6.3. By District. The District shall indemnify, defend, protect, and hold harmless the Authority and the City, and their respective officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in connection with an act or omission of the District or its officer, employee, agent or volunteer beyond the scope of this Agreement.

6.4. Survival. These indemnification obligations shall survive and continue in full force and effect after termination of this Agreement for any reason with respect to any actions or omissions that occurred before the date of termination.

6.5. The indemnification and hold harmless provisions of this section 6 shall apply in lieu of the joint and several liability and right of contribution provisions at Government Code sections 895-895.8.

6.6. The debts, liabilities and obligations of each Party in existence or accrued at the Effective Date shall remain the debts, liabilities and obligations of that Party and shall not be assumed by or transferred to the Authority. After the Effective Date, any debt, liability or obligation of the Authority must be expressly approved or accepted by the Authority, and a Party’s post-Effective Date debts, liabilities, obligations and

assets shall remain that Party's debts, liabilities, obligations and assets unless expressly transferred to and accepted by the Authority.

7. TERM AND TERMINATION.

7.1. Term. This Agreement shall continue until terminated as set forth in section 7.2. Each year, during the review of the Authority's budget for the next fiscal year, the Board shall review the terms of this Agreement and the services provided to the Parties in order to determine whether the Authority is meeting the service needs of the Parties. The Board may seek input from the Parties regarding the Authority as part of this review.

7.2. Termination. This Agreement shall terminate upon the earlier of the following: (a) termination for default pursuant to section 5.4; (b) upon unanimous written consent of the Parties to terminate the Agreement expressed by resolution of the governing board of each Party; or (c) upon at least six months prior written notice of termination from one Party to the other. However, during the outstanding term of any Authority bonds, certificates of participation or other indebtedness, this Agreement and the Authority shall not be terminated unless (i) the indebtedness is first paid off in full before the effective date of the termination, or (ii) the indebtedness is assigned to one or both of the Parties and there is alternate security for the indebtedness in a form and manner approved by bond counsel selected by the Authority as lawful and adequately protecting the interests of any holders of evidence of indebtedness of the Authority.

7.3. Disposition of Property upon Termination. Upon termination of this Agreement, the assets and property of the Authority shall be utilized and distributed as follows:

7.3.1. First, if either Party is in default of its obligation to pay or advance any amounts due pursuant to this Agreement, then any funds or assets of the defaulting Party shall be applied to the Authority in satisfaction of any such delinquency.

7.3.2. Second, any other funds on hand shall be used to liquidate and wind-up the affairs of the Authority.

7.3.3. Any surplus funds on hand remaining after satisfaction of section 7.3.1 and 7.3.2 shall then be returned to the Parties in proportion to their contributions made to the Authority.

7.3.4. Any pre-Agreement assets and property as shown on Exhibit A that are still owned by the Authority shall be returned to the Party who owned the property before the creation of the Authority; provided, however, that if any such property has been substantially improved, repaired or modified, it shall be distributed pursuant to section 7.3.6.

7.3.5. Any public improvement related to Fire Protection Services, such as a fire station, that is constructed by a third party as a condition of receiving authorization to develop property shall be retained by the Party who has jurisdiction over the location where the improvement is constructed.

7.3.6. Any remaining property and assets shall be divided and distributed pursuant to separate agreement of the Parties entered into at that time. If such subsequent agreement is not successfully negotiated and agreed to within a reasonable period of time, then the remaining property and assets shall be sold and the net proceeds from any sale shall be distributed among the Parties in proportion to their contributions.

8. GENERAL PROVISIONS.

8.1. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the Parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

8.2. Construction and Interpretation. It is agreed and acknowledged by the Parties that this Agreement has been arrived at through negotiation, and that each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting Party shall not apply in construing or interpreting this Agreement.

8.3. Waiver. The waiver at any time by any Party of its rights with respect to a default or other matter arising in connection with this Agreement shall not be deemed a waiver with respect to any subsequent default or matter.

8.4. Remedies Not Exclusive. The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by either Party of any remedy under this Agreement shall be without prejudice to the enforcement of any other remedy.

8.5. Severability. The invalidity, illegality or unenforceability of any provision of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

8.6. Successors and Assigns. Except as otherwise provided by law or legally ordered by the Yuba County Local Agency Formation Commission as part of a local government organization or reorganization proceeding, the rights and duties of the Parties under this Agreement shall not be assigned or delegated without the prior written consent of the other Party. Any attempt to assign or delegate such rights or duties in contravention of this Agreement shall be null and void. Any approved assignment or delegation shall be consistent with the terms of any contracts, resolutions, indemnities and other obligations of the Authority then in effect, and may be subject to such additional reasonable conditions of approval imposed by the Party approving the assignment or delegation.

8.7. No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the Parties, and their permitted successors, transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

8.8. Amendment. This Agreement may be modified or amended only by a subsequent written agreement approved by the governing board of each Party and executed by both Parties.

8.9. Governing Law and Venue. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of Yuba shall be venue for any state court litigation and the Eastern District of California shall be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

8.10. Attorney Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, expert witness and consulting fees, litigation costs and costs of suit.

8.11. Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

City:	District:
City Council City of Wheatland 111 C Street Wheatland, CA 95692	Board of Directors Plumas Brophy Fire Protection Dist. 4514 Dairy Road Wheatland, CA 95692

Any Party may change its address by notifying the other Party in writing of the change of address.

8.12. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

CITY OF WHEATLAND



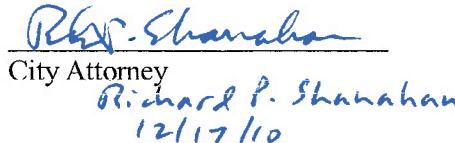
Mayor

Attest:



City Clerk

Approved as to form:



City Attorney

Richard P. Shanahan
12/17/10

PLUMAS-BROPHY FIRE PROTECTION DISTRICT

Chair

Attest:

Secretary

Approved as to form:

Attorney for District

8.10. Attorney Fees. In the event any legal action is brought to enforce or construe this Agreement, the prevailing party shall be entitled to an award of reasonable attorney fees, expert witness and consulting fees, litigation costs and costs of suit.

8.11. Notice. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

City:

District:

City Council
City of Wheatland
111 C Street
Wheatland, CA 95692

Board of Directors
Plumas Brophy Fire Protection Dist.
4514 Dairy Road
Wheatland, CA 95692

Any Party may change its address by notifying the other Party in writing of the change of address.

8.12. Counterparts. This Agreement may be executed by the Parties in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

CITY OF WHEATLAND

Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

**PLUMAS-BROPHY FIRE PROTECTION
DISTRICT**

Chair

Attest:

Secretary

Approved as to form:

Hariot Stein

Attestor for District



WHEATLAND FIRE AUTHORITY, COMMUNITY, AND THE FIRE ORGANIZATION SUSTAINABILITY ANALYSIS REPORT

2024



Prepared by:
Jeff Meston, Affiliated Consultant
Sue Casey, Affiliated Consultant
Municipal Resource Group, LLC

September 2024

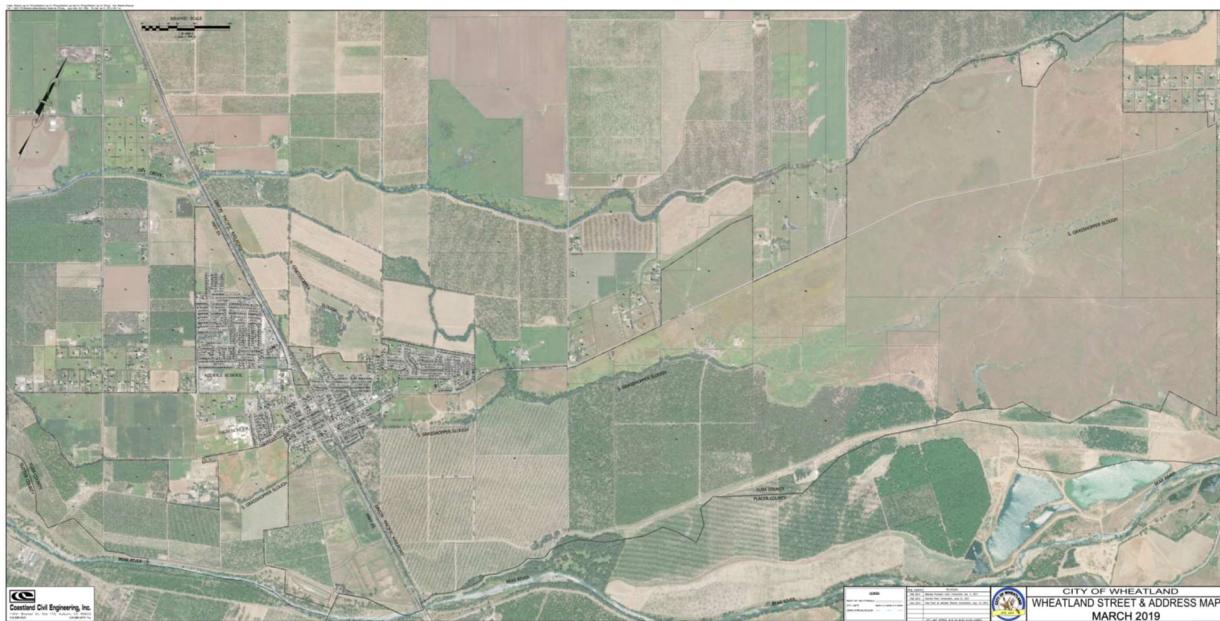
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INTRODUCTION

City of Wheatland

The City of Wheatland, incorporated on April 14, 1874, is a general law city entirely within Yuba County. Its boundary spans 8.19 square miles.



Background

Since January 2006, the City of Wheatland has provided fire-related and emergency medical services through the Wheatland Fire Authority (Fire Authority), a joint powers authority (JPA) of the City of Wheatland and the Plumas Brophy Fire Protection District (District). The Fire Authority occupies, uses, and maintains all fire facilities and equipment, but the City and the District retain ownership of facilities and equipment owned at the time the WFA was formed. New equipment and facilities acquired by the Fire Authority are the property of the Authority.

The Fire Authority provides fire suppression and prevention, Basic Life Support (BLS) for medical emergencies, rescue, fire inspection, education services, and standby safety and emergency medical at local high school football games. Fire suppression and protection services include structural, vehicle, and vegetation fires. The Fire Authority provides BLS until Bi-County Ambulance, a privately owned ambulance company, arrives to perform Advanced Life Support and provide ambulance transport services. The Fire Authority has technical expertise in confined space, low and high angle, structural rescue, and trench rescues. Educational services include fire prevention and CPR instruction in local schools and a hazardous materials awareness program.

The Fire Authority employs a Chief, two full-time engineers/firefighters, and 32 volunteer firefighters formerly employed directly by the City and the District before the 2006 JPA

agreement. Onsite full-time staffing during business hours is provided by the Chief and the paid firefighters, who staff the City of Wheatland station and two District stations on a rotating schedule.

The governing body of the Fire Authority is a Board of Directors consisting of four directors, with two appointed by each JPA member. Each director and alternate director are appointed by and from the membership of the governing body of the respective JPA member. For the City, the Director and Alternate are appointed by and from the City Council. For the District, the Director and Alternate are appointed by and from the Board of Directors. Alternates assume all rights of the Director representing the appointing entity and have the authority to act in the absence of a director or if a director has a conflict of interest that precludes participation by the Director in any decision-making process of the Fire Authority. Each director and alternate director serve at the pleasure of the appointing JPA member. Directors and alternate directors hold office from the first meeting of the Board after appointment by the JPA member they represent until a successor is appointed by the appointing JPA member and the JPA member notifies the Fire Authority. The Wheatland Fire Authority's mission, vision, and core values can be found in Attachment 1; the Strengths, Weaknesses, Opportunities, and Threats (SWOT) analysis can be found in Attachment 2.

MRG and Purpose

The City of Wheatland (City) retained Municipal Resource Group, LLC (MRG) to analyze the long-term sustainability of the Wheatland Fire Authority (Fire Authority). The goal of the analysis is focused on:

- A review of all service calls over the past 5 years to determine the resources required to serve the City and rural District.
- A review of the property and equipment currently possessed by the Fire Authority to determine the adequacy of both to serve the City and rural District in 5, 10, and 20 years.
- A review of the current staffing structure, including volunteer reliance, compensation of paid staff, and factors affecting staff recruitment and retention.
- A review of the cost-sharing structure established by the JPA agreement to determine the adequacy of funding between the JPA member agencies, and the ongoing ability to meet the needs of the City and region.

This report offers recommendations on changes to the JPA agreement, resources, and financial sustainability. The recommendations are based on a revenue plan that is achievable in the region's economics.

EXECUTIVE SUMMARY

The Wheatland Fire Authority operates in a challenging environment, delivering essential services to the community while navigating financial constraints and external influences. This report outlines the specific challenges faced by the Fire Authority, delineating areas within the Authority's control and those influenced by external factors.

The Fire Authority is an agency with a can-do attitude that provides exceptional service to citizens. Chief Paquette has run an organization under adverse financial conditions and has consistently maintained the morale and commitment of his paid and volunteer staff. The report outlines the community challenges and the Fire Authority's financials. It is important that elected officials understand what can be controlled and what cannot be controlled.

What can be controlled:

- Apparatus/equipment and facilities replacement timeframes.
- Expenditures.
- Salaries and benefits.
- Allotments from the Fire Authority JPA - currently 50/50 for Plumas Brophy Fire District and the City of Wheatland.
- Risk of compliance/ non-compliance with CalOSHA/OSHA mandates.
- Relationships both internal and external.

What cannot be controlled:

- External influences - CalOSHA turnout requirements (P-Fos).
- OSHA proposed changes.
- Growth - who builds what and when.
- Predictions from LAFCO and others.
- OES reimbursements - statewide activity and participation within the system.
- Unforeseen impacts of natural or human-caused disasters.
- Success with grants.

The key concern for both elected officials and the community revolves around determining an acceptable level of risk, given the limited funding available to support a comprehensive fire service in a challenging environment. The financial projections and overall challenges of Yuba County, the Plumas Brophy Fire District, and the City of Wheatland Fire Department now joined as the Wheatland Fire Authority are challenging. Fire protection in California is expensive, citizens expect that a fire truck with personnel will respond to medical emergencies (nearly every fire agency within the state respond 70% of the time to medical emergencies), public service calls, fires, and incidents that law enforcement traditionally do not respond to. The call volume for the small paid and volunteer forces is nearly 3 calls per day or 1,031 calls on a five-year average per year. If emergency calls could be scheduled this would lessen the impact on both the volunteer and paid staff, but that is not the nature of the fire service.

The consultants have provided a five-year financial analysis for planning purposes. Growth within the City will be a key component to improve funding for the Fire Authority.

Transitioning from a combination (small paid staff and primarily volunteers) to a paid fire department in California involves key factors like legal compliance, financial sustainability, and operational changes. Paid departments must adhere to labor laws, including wages, benefits, and pension obligations, while ensuring firefighters are properly certified. Operating costs increase due to salaries, equipment upgrades, and training. Funding sources such as property taxes, grants, or cost-sharing agreements are crucial to support these expenses. Additionally, the shift requires adjustments in staffing, recruitment, leadership structure, and possible integration of existing volunteers.

Community and political support play a vital role, as local governments and residents need to back the transition through taxes or funding measures. Factors like call volume, response times, and mutual aid agreements help justify the need for a paid department. Improved fire insurance ratings can benefit homeowners, but the department must also consider long-term financial viability, risk management, and maintaining service levels during economic fluctuations.

Current Challenges Faced

Financial Constraints: The report outlines community challenges and financial specifics, highlighting limited resources and funding uncertainties. Despite controlling replacement timeframes, expenditures, and salaries, the Fire Authority faces significant constraints in providing full-service fire protection.

External Influences: CalOSHA/OSHA regulations are evolving and becoming more stringent for all Fire Agencies. The uncertainty of growth and the unforeseen impacts further complicate these challenges. These factors, beyond the control of the elected officials, impact Fire Authority operations, budgeting, and resource allocation. See Appendix A for OSHA regulations.

Financial Analysis

The financial projections reveal funding shortfalls and operational challenges. The call volume averages 2.82 calls per day, straining both the career and volunteer forces. The lack of capital equipment replacement funds, adequate salaries for the small paid staff, adequate health care and retirement programs for the employees, and the ever-increasing opportunities for firefighters to gain better compensation in career fire departments presents significant challenges.

Community Impact

The Fire Authority's ability to respond to medical emergencies, public service calls, fires, and incidents beyond law enforcement's scope is crucial. However, funding limitations jeopardize

the Fire Authority's capacity to meet community expectations, emphasizing the need for sustained support.

Recommendations

Financial Strategy & Risk Optimization

- *Career Fire Department*: Understand that the transition from a combination fire department (some paid but mostly volunteers) to a full career department is expensive with the cost of personnel, equipment, and facilities. The decision point of that would be the inability to respond to incidents in a timely manner and or the lack of volunteer personnel to meet the response and tasks associated with that response.
- *Advocate for Increased Funding*: Elected officials must understand the critical need for adequate funding to maintain service levels and ensure community safety. A clear financial and public communication strategy must be developed and implemented.
- *Implement Cost-Saving Measures*: Efficiency measures and budget optimization strategies should be explored to mitigate financial pressures. The organization pays close attention to its cost-saving measures, but new opportunities that have not yet been identified may present themselves, and the organization continues to serve the community.
- *Regulatory Changes & Risk Analysis*: Due to pending regulatory changes at a State and Federal level, the Fire Authority may not be able to comply due to costs. The elected officials will need to monitor these changes and understand the fiscal, services and risk impacts.

JPA, Governance & Cost Sharing

- *Financial Cost Sharing Formula*: Change the JPA formula for funding from 50/50 from the City of Wheatland and the Plumas Brophy Fire District to a 61% City of Wheatland and 39% Plumas Brophy Fire District with the 39% baseline being established at the current funding request for the budget year 2024/25. The rationale is that the City of Wheatland has 61% of the emergency call volume and the preponderance of buildings that need inspection and services from the Fire Authority.
- *The City of Wheatland should revisit and work towards revising the current JPA*. The Plumas Brophy Fire Protection District and the Wheatland Fire Authority have approved the revision. Keeping the JPA current would be in the best interest of the citizens of the Fire Authority

Revenue Enhancements

- *Fire Prevention Fee Study*: Investigate and implement a fire prevention fee study including the cost of fire inspections and fire and life safety standby services provided by the Fire Authority. This most likely would be a small revenue source.
- *Pursue 1X Grant Funding*: Continue aggressive pursuit of grant funding and spend those on one-time costs.

- Continue CMAS Participation: Continue participation within the California Mutual Aid System and keep the administrative and apparatus fees to help build reserves for apparatus and equipment replacement.

Equipment & Reserves

- Consider maximizing the Special Fire Services Assessment annually until reserves are built.
- Begin the process of establishing a reserve fund for fire apparatus and equipment. Fire apparatus costs continue to escalate, and the Fire Authority has not developed or established a way to fund replacement. An already recommended funding source, Mutual Aid, would reimburse for using fire apparatus that belongs to the Fire Authority, not provided by Cal OES to the Fire Authority for use. Annual budget allocations to provide for the replacement costs for the five vehicles mentioned in the above schedule. If funding is available a fire apparatus replacement schedule needs to be established. Starting with fiscal year 25/26 the total annual funding for two Type 1 Engines, one Type 3 Engine, one Utility Vehicle, and one Command Vehicle is **\$528,495 annually and should inflate by the suggested 5% inflationary formula each year.**

Communication Education & Engagement

- Enhance Community Engagement: Continued dialogue with the community is essential to foster understanding and support for the Fire Authority's mission.

Employee Compensation

- Consider a retirement system for paid employees. This should include a less costly 457 Deferred Compensation Plan.

Process

The consultants conducted an in-depth analysis of the Wheatland Fire Authority. MRG consultants met with full-time and volunteer staff at a drill on April 2, 2024 and reviewed documentation provided by the staff. Consultants also met with Chief Paquette and Bookkeeper Herbert to discuss the Fire Authority's financial documents and performed an in-depth review of the provided financial information. The consultants conducted an environmental scan to determine what was occurring within the California Fire Service and provided that information to the organization for further planning and review.

State of California Mutual Aid

The State of California has a Master Mutual Aid agreement that was developed in 1950 that all fire agencies are signatories to. The concept is simple; no fire agency has adequate resources to control all emergencies within their borders. The Statewide Mutual Aid System is managed by the California Office of Emergency Services (OES), Fire and Rescue Branch. FIRESCOPE advises OES on all matters specific to the Incident Command System and the effectiveness of the California Mutual Aid System. This system allows the Wheatland Fire Authority to bring the Fire

Authority personnel, apparatus, and equipment for all types of events once local resources have been exhausted. The limiting factor within the jurisdiction is how long it will take to order and respond to those resources.

FIRE DEPARTMENT CALLS FOR SERVICE

Emergency 911 calls are initially routed to a Public Safety Answering Point (PSAP)—a facility equipped and staffed to receive 911 calls and may only be transferred one time. For all calls from landlines in Yuba County, the PSAP is the Yuba County Sheriff's Department. The first-response dispatcher immediately determines whether a 911 call is related to a police officer, fire, or medical emergency. Fire and medical 911 calls are routed to the appropriate fire/EMS dispatcher. Dispatch fees are approximately \$16,610 per year.

Calls for Service 2019-2023

Type	2019	2020	2021	2022	2023	Total
Medical aid	464	470	455	452	536	2,377
Public Assist	166	143	199	134	154	796
Non-Structure Fire	144	236	195	176	132	883
Vehicle Accident	126	134	176	107	130	673
Alarm Sounding	45	28	42	39	45	199
Other	17	22	50	27	21	137
Structure Fire	17	19	16	26	11	89
False Alarm Structure	0	0	2	0	0	2
Yearly Totals	979	1,052	1,135	961	1,029	5,156

Calls for Service by Jurisdiction

Agency	2019	2020	2021	2022	2023	Total
<i>City of Wheatland</i>	558	522	601	543	593	2,817
<i>Plumas Brophy Fire District</i>	318	405	414	313	344	1,434
<i>Mutual Aid Sent</i>	103	125	120	105	92	545
% City of Wheatland	64%	56%	59%	63%	63%	5-year average 61%
% Plumas Brophy Fire District	36%	44%	41%	37%	37%	5-year average 39%

EXTERNAL FIRE AGENCY EVALUATIONS

Insurance Service Office (ISO) Criteria Assessment

The Fire Suppression Rating Schedule is a manual containing the criteria ISO uses in reviewing the firefighting capabilities of individual communities. The schedule measures the major

elements of a community's fire suppression system and develops a numerical grading called a Public Protection Classification (PPC™).

The Fire Suppression Rating Schedule incorporates nationally accepted standards developed by such organizations as the National Fire Protection Association (NFPA) and the American Water Works Association (AWWA). When those organizations update their standards, the ISO evaluation changes as well. So, the PPC program always provides a useful benchmark that helps fire departments and other public officials measure the effectiveness of their efforts and plan for improvements.

The ISO rating is relevant to homeowners' insurance premiums. Currently, the City of Wheatland has a rating of ISO 03/03Y. The City benefits directly from the formation of the Fire Authority because of the additional apparatus and staffing the District maintains and is provided through the Joint Powers Agreement. A current ISO assessment is underway for the Wheatland Fire Authority.

FINANCIAL ANALYSIS

Wheatland Fire Authority Funding

The Wheatland Fire Authority receives its revenue from two sources: (1) the City of Wheatland and the District funding that is established by the JPA agreement and (2) a special fire suppression and protection services assessment district.

Wheatland Fire Authority JPA Agreement

The Wheatland Fire Authority JPA Agreement dated 01/01/2006 and amended on 11/30/2006 defines the funding provided by the JPA Members, the City of Wheatland, and the District, for the Fire Authority. Effective the date of the original JPA Agreement, (01/01/06), the JPA members advanced the Fire Authority's initial start-up funding as follows:

City	\$8,600
District	\$8,889

Following this, within 60 days after the first meeting of the Fire Authority Board, and thereafter prior to the beginning of each fiscal year, the Fire Authority Board must adopt a budget for revenues and expenditures for the upcoming fiscal year. Each JPA member must be provided with a copy of the proposed budget at least 20 days before the Fire Authority Board's approval, so they can review the proposed budget and submit any comments to the Fire Authority Board. After the first fiscal year budget was approved by the Fire Authority Board, the City of Wheatland and the District contributed the following amounts for the operation of the Fire Authority:

City	\$77,800/year	\$6,483/mo.	49.30%
District	\$80,003.70/year	\$6,666.98/mo.	50.70%

For each year thereafter, the City and District were to make contributions to pay their proportionate share of expenses under the approved budgets based on the percentages described above; provided, however, that the JPA member's annual contribution amount would not exceed the dollar amount set forth above as adjusted (commencing July 1, 2006, and each July 1 thereafter) based on the percent change for the previous year in the Consumer Price Index for All Urban Consumers for the west urban area, as reported by the U.S. Bureau of Labor Statistics.

Wheatland Fire Authority JPA Special Fire Suppression and Protection Services Assessment

The Wheatland Fire Authority receives additional funding from a special fire suppression and protection services assessment district.

Benefit Assessment

The California Constitution defines a benefit assessment as "any levy or charge upon real property by an agency for a special benefit conferred upon the real property" (Article XIID §2). The California Constitution limits how local officials use benefit assessments. When California's voters approved Proposition 218 in November 1996, they added Article XIII C and Article XIII D to the California Constitution. These situational limits control the over 30 different benefit assessment acts. While each of these statutes differs in how local agencies can finance specific projects and services, all of them must follow the rules outlined in the California Constitution.

Local officials can levy benefit assessments on property owners to pay for those public improvements and services that specifically benefit their property. Rather than billing everyone, benefit assessments *localize* the costs of public improvements and activities by charging only property owners for what specifically enhances their land and buildings.

On April 13, 2006, the Wheatland Fire Authority Board of Directors adopted Resolution No. 2006-10 which called for an assessment ballot proceeding and public hearing on a proposed establishment of a fire suppression and protection services assessment district. The Wheatland Fire Authority provides a range of fire protection and prevention services to properties within the Authority's boundaries. The services provided by the Authority and the cost thereof would be paid from the continued levy of the annual assessment providing special benefit to Assessor Parcels within the Authority's Fire Suppression and Protection Services Assessment. Of the ballots received, 66.71% were in support of the proposed assessments.

As a result of the ballot proceeding, the Board adopted Resolution No. 2006-13 on August 3, 2006, which approved the levy of the assessments for fiscal year 2006-07 and to continue them every year thereafter, so long as the services of the Joint Powers Authority are needed, and the Wheatland Fire Authority requires funding from the Assessment to provide those services. The authority granted by the ballot proceeding was for a maximum assessment rate of \$45.00 per single-family home, increased each subsequent year by the San Francisco Bay Area Consumer Price Index (CPI) not to exceed 4% per year. If the annual change in the CPI exceeds

4%, any percentage change of more than 4% can be cumulatively reserved and added to the annual change in the CPI for years in which the CPI change is less than 4%.

In each subsequent year for which the assessments will be continued, at a public meeting, the Fire Authority Board must preliminarily approve a budget for the upcoming fiscal year's costs and services, approve an updated annual Engineer's Report, and approve an updated assessment roll listing all parcels and their proposed assessments for the upcoming fiscal year. At this meeting, the Board must also call for the publication in a local newspaper of a legal notice of the intent to continue the assessments for the next fiscal year and set the date for the noticed public hearing. At the annual public hearing, members of the public can provide input to the Board prior to the Board's decision on continuing the services and assessments for the next fiscal year. If the assessments are confirmed and approved, the levies are submitted to the Yuba County Auditor/Controller for inclusion on the property tax roll.

The Fire Authority's Annual Engineer's report must be prepared by a qualified firm with expertise in the administration of assessments, fees, and special taxes for public agencies. The engineers' reports and the proposed assessments must be made pursuant to the California Government Code Section 50078 et seq. (the "Code") and Article XIID of the California Constitution (the "Article"). The annual Engineer's reports are prepared to:

- Describe the fire suppression, safety, and emergency response services and equipment that would be funded by the assessments (the "Services").
- Establish a budget for the Services to be funded by the continued assessments.
- Determine the benefits received from the Services by property within the Wheatland Fire Authority Fire Suppression and Protection Services Assessment (the "Assessment District").
- Determine and assign a method of assessment apportionment to lots and parcels within the Assessment District.

Financial Analysis

To develop a comprehensive overview of the Wheatland Fire Authority and associated service delivery costs, the Fire Authority provided MRG with the following financial reports:

- Audited Financial Reports - FY 2017/18, 2018/19, 2019/20, 2020/21, 2021/22, 22/23 (Draft)
- Profit & Loss Budget vs. Actual Reports – Fiscal Years 2017/18 – 2023/24 (May 31, 2024).
- Balance Sheets – Fiscal Years 2017/18 – 2022/23.
- Annual Budget – FY 2024/25.
- SCI Consulting Group Engineer's Reports - Fiscal Years 2017/18 – 2024/25.

The Fire Authority uses QuickBooks, a small business accounting software, to process receipts, prepare checks, process payroll, accounts payable, accounts receivable, record journal entries, and to prepare monthly and annual financial reports.

After reviewing the financial reports, MRG met with Fire Chief Paquette and Secretary Herbert to ask questions regarding the financial reports. MRG also met with President Jon Bliss and Project Analyst Emanuel Peterson of SCI Consulting Group to gain a better understanding of the mandatory annual Engineer's Reports they have provided for the special fire suppression and protection services assessment since FY 2017/18.

Utilizing the reports and the information provided by the Wheatland Fire Authority, and SCI Consulting Group, MRG created a Combined Profit and Loss and Fund Balance review for fiscal years 2017/18 through 2023/24 and a five-year financial forecast for fiscal years, 2024/25 through 28/29, plus a Summary of Budget to Actuals for Fiscal Years 2017/18 through 2023/24. Exhibit A below is the Summary of Budget to Actuals for Fiscal Years 2017/18 through 2023/24.

Exhibit A -Wheatland Fire Authority							
Summary Budget to Actuals							
Fiscal Years 2017/18 - 2023/24							
	Audited Fiscal Year 17/18	Audited Fiscal Year 18/19	Audited Fiscal Year 19/20	Audited Fiscal Year 20/21	FY 21/22 Actuals Audited	FY 22/23 Actuals per Draft Audit	Unaudited Profit & Loss Fiscal Year 23/24 Through 05/31/24 Forecasted to Year-end
Budgeted Total Revenue	565,622	594,000	665,192	706,880	690,932	822,439	881,793
Budgeted Total Expense	563,950	594,000	716,397	681,556	687,608	821,367	836,761
Budgeted Excess (Deficiency) of Revenue Over Expense	1,672	0	(51,205)	25,324	3,324	1,072	45,032
Actual Total Revenue	699,271	868,592	605,646	910,985	1,248,128	866,286	747,266
Actual Total Expense	777,821	802,463	753,200	939,008	1,333,439	1,039,846	738,451
Actual Excess (Deficiency) of Revenue Over Expense	(78,550)	66,129	(147,554)	(28,023)	(85,311)	(173,560)	8,815
Beginning Fund Balance	457,945	379,395	439,678	298,542	319,491	234,179	60,619
Audit Adjustments	0	6,417	48,972	0	0	0	0
Ending Fund Balance	379,395	451,941	341,096	270,519	234,180	60,619	69,434

Several things to note from the above summary:

- All fiscal years show a loss (use of fund balance) except for fiscal years 2018/19 and FY 23/24. Fiscal Year 23/24 is unaudited and uses actuals through 05/31/24 with a forecast to year-end.
- The total combined loss for the seven fiscal years is (\$438,054).
- In Fiscal Year 2023/24, the JPA members each contributed an extra \$100,000 in funding for the Wheatland Fire Authority. Had that extra funding not been provided, the total loss for the seven years would be (\$638,054).
- Budgeted revenues and expenses vary considerably compared to actual revenue and expenses.

- This in part can be explained by budgeted strike team income and expenses. Although fire service strike teams have become more customary in the past few years, the revenue and related expenses are always unknown and should never be included as budgeted, (planned for), income, or expense. In FY 2023/24 the Fire Authority budgeted strike team revenue and expense, but because there were no strike teams during the fiscal year this necessitated extra funding from the JPA members.
- As the summary indicates, the Fire Authority has no cash reserves. In FY 23/24 the JPA members each contributed an extra \$100,000 in funding. As previously mentioned, had they not contributed the extra \$200,000 for FY 22/23 the Fire Authority would have been unable to continue operations.

The attached Exhibit B - Combined Profit and Loss and Ending Fund Balance Analysis for Fiscal Years 2017/18 through 2028/29 provides more detail on actual revenue and expenditures, beginning and ending fund balances, and a forecast for FY 2024/25 – 2027/28. The explanations and justifications for the fiscal year 2024/25 – 2028/29 forecasted revenue and expenses follow.

Revenues and Revenue Projections

As noted above the Wheatland Fire Authority receives its regular revenue from two sources, (1) the City of Wheatland and the District funding that is established by the JPA agreement and (2) a special fire suppression and protection services assessment district.

Wheatland Fire Authority JPA Funding

According to the JPA Agreement, the City and District make contributions to pay their proportionate share of expenses under the approved budgets with the following percentages:

City	49.30%
District	50.70%

Additionally, the JPA member's annual contribution amount should not exceed the dollar amount as adjusted (commencing July 1, 2006, and each July 1 thereafter) based on the percent change for the previous year in the Consumer Price Index for All Urban Consumers for the west urban area, as reported by the U.S. Bureau of Labor Statistics.

The audited financial reports show contributions from each of the JPA members for Fiscal Years 2017/18 – 2022/23, (FY 2022/23 is a draft audit), however, the amounts do not always match the Budget to Actual Profit and Loss Statements provided by the Fire Authority so it is difficult to determine the exact percentage increases in contributions from year to year for each JPA member.

For many of the fiscal years, extra funding is recorded in the Budget to Actual Profit and Loss JPA funding line items. For fiscal years 2023/24 and 2024/25 the JPA contributions were the same amounts from each JPA member. (Chief Paquette stated this was because he had requested the

funding amounts be the same from the City and the District.) The JPA revenue forecast for FY 2024/25 is based on the FY 24/25 budget. The JPA revenue forecast for fiscal years 2025/26 through 2028/29 increases the contribution amounts by 3% each year. This forecast is based on the current JPA agreement parameters and an average CPI increase. No additional funding from the JPA members is included in the forecast for fiscal years 2025/26 through 2028/29.

Special Fire Services Assessment District Revenue and Revenue Projections

The Special Fire Suppression and Protection Services Assessment District funding can be increased each year by the San Francisco Bay Area Consumer Price Index (CPI) not to exceed 4% per year. If the annual change in the CPI exceeds 4%, any percentage change of more than 4% can be cumulatively reserved and added to the annual change in the CPI for years in which the CPI change is less than 4%. The assessment is calculated by the Engineer of Work, (currently SCI Consulting Group), and is based on the fiscal year Fire Authority budget. The Assessment amount is approved by the Fire Authority Board and then the levies for the assessments are submitted to the Yuba County Auditor/Controller to be included on the property tax roll.

Following are the levy amounts submitted by SCI Consulting Group to the Yuba County Auditor/Controller for FY 2018/19 – 2024/25 and the amounts that have been received by the Fire Authority for FY 2018/19 – 2024/23:

	Amount Submitted	Amount Received
2018/19	\$137,582	\$133,183
2019/20	\$143,408	\$146,751
2020/21	\$142,078	\$142,201
2021/22	\$147,408	\$144,115
2022/23	\$152,183	\$149,432
2023/24	\$164,046	\$161,730
2024/25	\$170,698	

MRG asked SCI Consulting Group why the Fire Authority did not receive the full amount of the levy, and they said it is most likely because the County is charging a fee for the processing and collection of the levy and the fee is being subtracted from the amount remitted.

SCI Consulting Group advised MRG to use a 3% annual increase in the levy amounts for the assessment revenue projections for FY 2025/26 – 2028/29. \$2,000 was subtracted from the forecasted income for FY 2024/25 to account for the County collection fee; (FY 2018/19 – 2023/24 average difference between the amount of the levy and the amount received), and the 3% increase is net of the fee.

Strike Team Revenue and Expense

FY 2017/18 – 2021/22 revenues include Strike Team income and Strike Team Wages. The Budget to Actual Profit and Loss Statements and the Audited Financials are not clear as to how the Strike Team Revenue offsets Strike Team Expenses. As mentioned previously, although fire

service strike teams have become more customary in the past few years, the revenue and related expenses are always unknown and should never be included as budgeted, (planned for), income, or expense. Strike Team revenue and payroll expenses were included in the FY 2017/18 – 2023/24 budgets, but actual income and expenses always differed from the budgeted amounts. For FY 2023/24, there were no Strike Teams, and this, plus the combined total loss of \$458,158 from FY 2017/18 – 2023/24, necessitated extra funding from the JPA members.

Other Income

The Profit and Loss Review shows Donations, Gain on Sale of Assets, Other Income, Grants, and Contributions for FY 2017/18 – 2023/24; however, the Fire Authority did not provide details for the income as stated. The forecast for FY 2024/25 – 2028/29 does not include any revenue for those line items as the income is considered one-time, not recurrent.

Expenditures and Expenditure Projections

Salaries and Benefits are the largest expense category for the Fire Authority and account for 50% of total expenditures. The Salary and Benefits expense projections for FY 2024/25 – 2028/29 include a 3% annual increase based on an average annual CPI increase.

The Fire Authority stated that the Salary & Wages Other line item includes the medical stipends. However, the amounts posted to that line item for FY 21/22 – FY 23/24 are much higher than the amounts stated for the medical stipend. When MRG posed that question to the Fire Authority the answer was it also included a “reimbursement” but did not provide any more details.) The forecast for FY 2024/25 – 2028/29 includes a 3% annual increase, again based on an average annual CPI increase, however, because Salary & Wages Other expense is unclear, the forecast for this line item may be overstated or understated.

Services and Supplies account for approximately 30% of total expenditures and are the second largest expense category for the Fire Authority. The forecast for FY 2024/25 – 2028/29 for this line item includes a 3% annual increase, again based on an average annual CPI increase.

Property Insurance expenses increased by 147% from FY 2022/23 to FY 2023/24. The forecast for FY 2024/25 – 2028/29 includes an 8% annual increase based on the large property insurance increases being chronicled around the State.

Workers Comp Insurance expense has been increasing steadily by an average of approximately 17%, consequently, the forecast for FY 2024/25 – FY 2028/29 shows an annual increase of 17%.

The FY 2024/25 – 2028/29 forecast for all other expense line items, (Consultants, Legal and Accounting, Building & Grounds, and Miscellaneous), includes an annual increase of 3%.

Debt Service Expense Projections are based on the FY 24/25 budget. MRG requested more clarification on this line item but did not receive a response.

Ending Fund Balances, Reserves, and Conclusion

The Beginning and Ending Fund Balances are based on the Fire Authority's Audited Financials through FY 2022/23, (the 2022/23 Audited Financials are Draft), and are carried forward based on the Fire Authority's Profit and Loss Budget to Actual Reports. **As the Forecast for FY 2024/25 – 2028/29 indicates, if there is no increase in the contributions from the City of Wheatland and the Plumas Brophy Fire District, the Fire Authority will not be able to continue operations.** Considering that the Fire Authority has no cash reserves for equipment/capital purchases, facilities replacement, and general emergencies, extra funding from the JPA members must be instituted. In addition, new revenue sources from fire prevention fees, grants, possible EMS/GEMT reimbursements, and shared impact fees need to be explored.

Budget to Actual reports should be prepared quarterly and reviewed carefully by the Fire Authority Board to monitor expenditures and ensure fiscal accountability.

The Fire Authority relies solely on one Fire Chief who is completely committed to providing fire and emergency services for the City of Wheatland and the surrounding District. Because of this, succession planning is critical for the Fire Authority. The Fire Chief and the two firefighters who are permanent employees currently have no retirement benefits. The CalPERS retirement system is extremely costly and not feasible for the Fire Authority, however other options, such as a 457 Deferred Compensation Plan should be explored.

FISCAL SUSTAINABILITY

Plumas Brophy Fire District Funding as part of the Wheatland Fire Authority

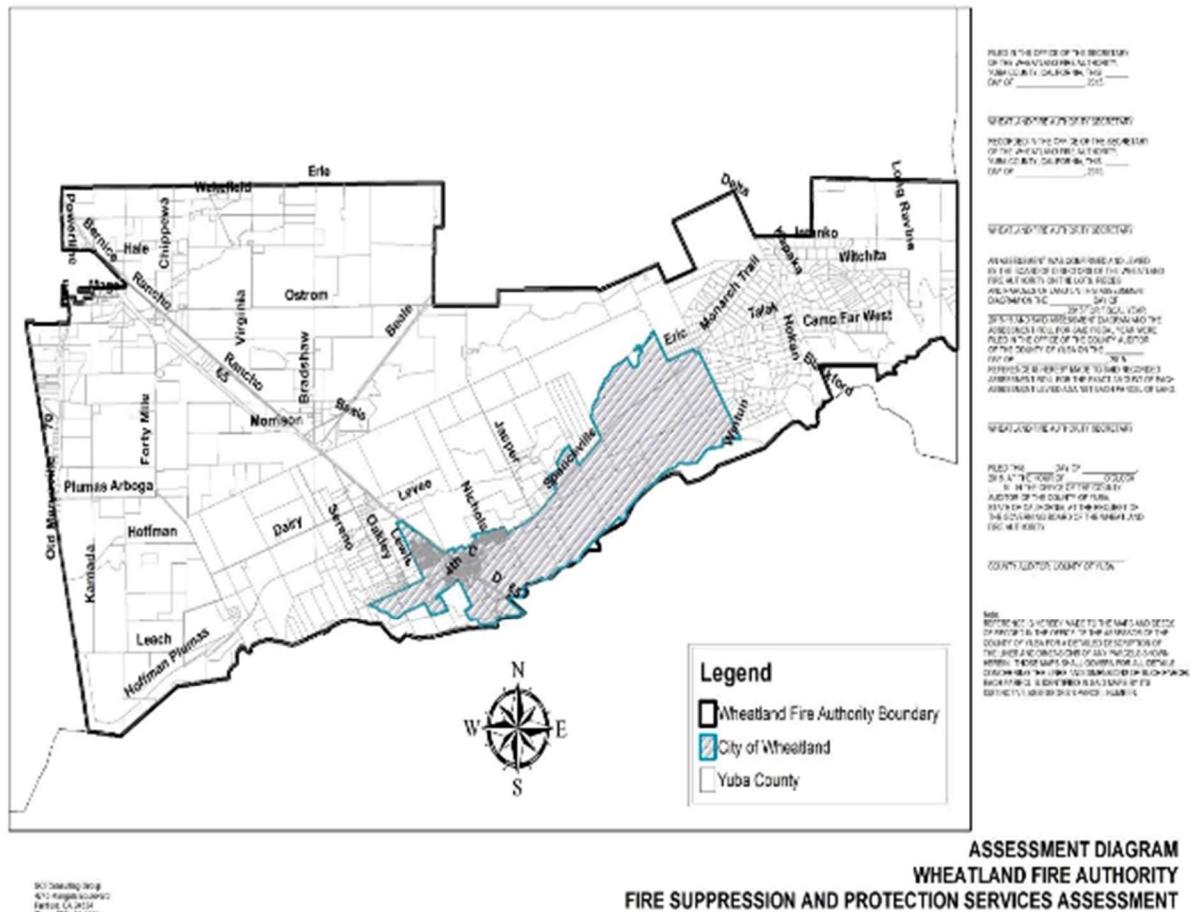
In November of 2018, Yuba County voters approved a 1% sales tax measure along with local ordinance 1575, Chapter 5.60 Transactions and Use Tax: Public Safety/Essential Services Protection Ordinance, now referred to as Measure K. This ordinance became effective on April 1, 2019. However, due to litigation, the funds collected through this ordinance were held in trust until disposition of the lawsuit. In July 2021, the California Third District Court of Appeals ruled in favor of Yuba County, which provided use of the one-time funds held in trust as well as ongoing revenue collected for July 2021 forward until the sales tax measure sunsets in 2028.

Measure K provides a secure, local revenue stream to the County that shall be used entirely to maintain and improve specific and general essential services for the benefit of the unincorporated areas of the County. All proceeds of the tax levied and imposed hereunder shall be accounted for and paid into a Measure K trust fund or account designated by the County for such specified purposes (Ord. No. 1575, Chapter 5.60.160)

A portion of Measure K revenue was allocated by the Board of Supervisors to the nine fire districts within the unincorporated County (Camptonville Fire, Dobbins/Oregon House Fire, District 10/Hallwood Fire, Foothill Fire, Linda Fire, Loma-Rica/Browns Valley Fire, Olivehurst Public Utility District (OPUD) Fire, Plumas Brophy Fire and Smartsville Fire). The nine districts

collectively determined as a group how to allocate the fire portion of Measure K amongst their jurisdictions. The fire districts individually determine their own budgets and are required to report to the County how each spent their Measure K revenue. Fire districts began receiving Measure K revenue based on their allocation beginning in January 2022 and monthly thereafter.

Beginning in Fiscal Year 2021/2022, the Fire Districts receive a percentage of Measure K Revenue, the 20% split from the Board of Supervisors. Plumas Brophy Fire District received 7.55% of the 20% split or \$325,516.82 in the 2021/22 budget.



Projected Growth

The Yuba County Local Area Formation Commission (LAFCO) has identified the following growth strategies for the Wheatland area which will ultimately affect the service delivery model utilized by the Wheatland Fire Authority.

City of Wheatland's guiding principles for future growth adopted by the Planning Commission and City Council include creating a strong local employment base; balancing development on both sides of the existing SR 65 and railroad tracks; reinforcing downtown as the traditional and cultural core of the city (but not as the central commercial district); planning for the City to

accommodate future freeway and arterial expansion; and emphasizing neighborhood-oriented growth.

Wheatland's General Plan identifies three strategies to accommodate projected long-term growth—annex additional land outside of the City limits, continue infill development where land is available, and encourage the re-use of underutilized lands. The City has pursued the first strategy already, having annexed 479 acres in 2006, doubling the size of the city. Several infill projects have been approved since the General Plan update. Residential policies include the preservation and enhancement of existing neighborhoods through maintenance, rehabilitation, and infill development, as well as the development of distinct neighborhoods with a range of services such as parks, schools, and neighborhood shopping. Commercial development will be directed to the area adjacent to the proposed SR 65 bypass, downtown, and the northeastern portion of the planning area.

Approximate development potential for the City of Wheatland

Existing Development

Total Single-Family	1,128 Units
Total Multi-Family	212 Units
Total Commercial	60 Acres
Total Light Industrial	1 Acre
Total AG Tourism	40 Acres

Development Currently in Process

Total Single-Family	145 Units
Total Multi-Family	48 Units

Near Term Development (within the next 5 years)

Total Single-Family Units	1,160 Units
Total Commercial	5.2 Acres
Total Light Industrial	30 Acres

Mid Term (5-10 years)

Total Single-Family	2,181 Units
Total Multi-Family	832 Units
Total Commercial	146 Acres
Total AG Tourism	40 Acres

Long Term (10-20+ years)

Total Single-Family	4,627 Units
Total Multi-Family	913 Units
Total Commercial	86 Acres

Note: Provided by Raney Management and Planning Incorporated.

Wheatland Fire Authority Apparatus Replacement

The Wheatland Fire Authority has numerous fire apparatus located at their fire stations, which help preserve the existing ISO rating of the jurisdiction. The Fire Authority currently has no funds to replace outdated apparatus. A best practice is to annually put aside funds in an apparatus replacement fund to ensure enough cash is available to replace the apparatus when it has reached its end-of-life usefulness. The schedule below illustrates how an apparatus equipment replacement schedule could work. Below are the recommended types of apparatus, costs, and timeframes for replacement based on the Fire Authority's current fiscal constraints. The recommended replacement apparatus includes two Type 1 engines, one Type 3 engine, one Utility, and one command vehicle. The California Office of Emergency Services (OES) builds fire apparatus and offers the specifications to any California Fire agency so they can take advantage of their pricing. This concept is widely accepted throughout California and would save the Fire Authority the time and effort that would be needed to build their own specifications and having to go out to bid, since the OES bids are guaranteed to be the lowest available price for the apparatus. The cost of fire apparatus has increased significantly since COVID-19 and supply chain issues. The cost of a Type 1 engine (structure) in some jurisdictions has risen well over one million dollars, and that does not take into account the desire for California to become an "electric" vehicle state.

Type 1 engines generally have a typical life span of 12 years to 15 years of first-line service. Brush engines and squads, due to lower usage, have a lifespan of 15 to 18 years of first-line service. All other vehicles have a typical life span of 10 years. Type 1 engines should be replaced into a reserve status for at least 5 years after being taken out of front-line service to serve as a backup engine for extra staffing needs and when current apparatuses are being repaired. Type 1 Engines are started and run at Code 3 driving conditions for long distances within the Fire Authority and require frequent maintenance.

Wheatland Fire Authority Capital Equipment Replacement Fund

Life Span	Life 15	Life 15	Life 18	Life 20	Life 9	Totals
Unit ID	Engine 421 (\$700,000)	Engine 413 (\$700,000)	Brush 431 (\$450,000)	Utility 460 (\$90,000)	Chief command (\$90,000)	
YEAR	2022	2021	2021	2004	2022	
Replace	FY 36/37	FY 35/36	FY 39/40	FY 25/26	FY 31/32	
Cost with annual 5% inflation	\$1,455,250	\$1,385,952	\$1,987,979	\$90,000	\$126,639	\$4,955,910
Yearly contribution starting 2025/26	\$132,295	\$138,595	\$141,999	\$94,500	\$21,106	\$528,495

Note: Apparatus replacement plan and cost estimates provided by Wheatland Fire Authority.

FINAL COMMENTS

The assessment of the WFA's operations reveals a stark reality: there are no easy answers to the challenges facing the organization. Despite maximizing its resources, WFA has done everything within its power to operate as a full-service fire agency with severely limited funding. The system currently relies heavily on the dedication and commitment of the Fire Chief, whose leadership sustains the agency amidst these financial constraints.

A significant finding is that compensation and benefits for WFA personnel are not competitive, making it difficult to attract and retain skilled staff. Although there are some potential avenues for additional revenue—such as Fire Prevention Inspection Fees, Standby Fees, billing insurance for vehicle accidents, and continued pursuit of grant opportunities—these measures alone will not generate the capital needed for essential equipment replacement or substantially improve wages, hours, and working conditions.

The assessment underscores the need for a comprehensive financial strategy to ensure the long-term viability and effectiveness of WFA's operations. It recognizes that the current funding model is unsustainable without significant reforms or additional revenue sources.

Attachments: Attachments are included to provide the reader with an in-depth analysis of information specific to the Fire Authority that can be referenced in a stand-alone format. They include:

- Attachment 1 - Mission, Vision, Core Values
- Attachment 2 - SWOT analysis
- Attachment 3 - Exhibit B (Profit & Loss plus Forecast)
- Attachment 4 - Salary Comparison
- Attachment 5 - Staffing and Trends
- Attachment 6 - NFPA Standards and WFA Staffing
- Attachment 7 - Funding Opportunities and Mechanics
- Attachment 8 - Facilities and Equipment Replacement
- Attachment 9 - Hazards and Risks
- Attachment 10 - Community Infrastructure and Assets

ATTACHMENT 1 – MISSION, VISION, AND CORE VALUES**Fire Authority Vision**

Wheatland Fire Authority is dedicated to being the best community-focused fire and rescue department that meets the ever-changing needs of our community while ensuring a safe and secure environment for all through professional development, unity, and teamwork.

Fire Authority Mission

Wheatland Fire Authority is committed to providing the highest-level public safety services for our community. We protect lives and property through fire suppression, emergency medical response, disaster management, fire prevention, and public education.

Fire Authority Statement of Core Values

Wheatland Fire Authority personnel are committed to the following values in our interactions with coworkers and citizens.

PROFESSIONALISM - in application, appearance, attitude, and standards.

INTEGRITY - Demonstrate honesty and fairness.

COMPASSION - Demonstrate kindness and empathy.

RESPONSIBILITY AND ACCOUNTABILITY - Professionally, personally, and fiscally responsible for our actions.

RESPECT - For each other, our department, the City Government, and our citizens.

DIVERSITY - Be open-minded and responsive to the uniqueness of our community, without regard to age, gender, religion, or ethnic origin.

ATTACHMENT 2 – SWOT ANALYSIS

Strengths, Weakness, Opportunities, and Threats (SWOT) Analysis Wheatland Fire Authority

Strengths

- The Fire Chief and his commitment to the Fire Authority.
- The excellent training provided by the Fire Authority.
- The opportunities for professional growth.

Weakness

- Funding for the Fire Authority.
- Consistent staffing for the Fire Authority.
- Pay, benefits, and retirement.

Opportunities

- Training for the members.
- Professional growth.
- The ability to gain experience within the fire service.

Threats

- Misinformation at the Federal and State official level (important role of volunteers serving their communities, and role volunteers play within the State mutual aid system).
- Local Agency Formation Commission - LAFCO and regulatory agencies.
- Changing CalOSHA rules that are costly to implement and not reimbursed by the State of California.

ATTACHMENT 3 – EXHIBIT B (PROFIT & LOSS PLUS FORECAST)

Exhibit B

Wheatland Fire Authority

Profit and Loss FY 17-18 thru FY 23-24 and Forecast FY 24-25 thru FY 27-28

	FY 17/18 Actuals Audited	FY 18/19 Actuals Audited	FY 19/20 Actuals Audited	FY 20/21 Actuals Audited	FY 21/22 Actuals Audited	FY 22/23 Actuals per Draft Audit*	FY 23/24 Actuals Through 06/31/24 Unaudited	FY 24/25 Forecast Based on FY 24/25 Budget	FY 25/26 Forecast	FY 26/27 Forecast	FY 27/28 Forecast	FY 28/29 Forecast
Revenue												
Fire Suppression & Professional Services Assessment	134,662	133,183	146,751	142,201	144,115	156,700	161,730	160,690	171,899	174,790	177,974	181,253
Donations	6,811	926	380	6,800	1,402	3,114	1,575	0	0	0	0	0
Contract Funding From IPA Members	312,418	297,725	309,584	314,516	331,634	359,180	381,606	415,608	426,076	440,919	454,146	467,770
Extra Funding From IPA Members	0	0	0	0	0	0	200,000	200,000	0	0	0	0
Strike Team Reimbursement	243,370	417,543	122,140	422,507	398,311	112,633	0	0	0	0	0	0
Interest Income	849	277	394	42	79	83	133	237	249	281	274	288
Gain on Sale of Assets	0	0	0	6,534		5,000	0	0	0	0	0	0
Other Income	1,361	8,938	26,387	18,806	138,703	68,043	2,220	0	0	0	0	0
Grants & Contributions	0	10,000	0	0	33,884	111,550	0	0	0	0	0	0
Total Revenues	699,271	868,592	605,646	910,885	1,048,128	816,286	747,266	784,543	600,024	615,969	632,394	649,311
Operating Expenditures												
Regular Salaries, Wages (Paid FF, Clinical & COVID)	194,872	208,379	245,888	247,411	291,593	263,551	266,466	274,459	282,893	291,174	299,909	308,307
Volunteer FF	37,905	22,278	30,441	19,563	17,354	23,483	30,782	26,749	27,551	28,378	29,229	30,106
Strike Team Wages	126,924	216,333	75,207	264,825	324,146	101,593	0	0	0	0	0	0
Employer Taxes	33,212	37,750	32,495	47,101	50,104	38,346	27,791	28,163	29,068	28,878	30,774	31,688
Salaries & Wages Other (Medical Stipend)	12,645	1,601	1,009	9,466	39,651	5,109	5,661	5,831	6,006	6,106	6,372	6,563
Workers Comp Insurance	16,215	18,185	22,731	28,414	30,060	32,270	40,388	47,149	55,042	64,256	75,012	87,569
Services & Supplies	124,835	195,148	205,326	200,939	291,525	268,283	231,847	263,266	271,164	279,299	287,878	296,309
Consultants	16,740	14,856	11,742	6,603	8,835	8,719	8,449	8,417	8,869	8,929	9,197	9,473
Legal and Accounting	21,340	8,080	10,338	30,988	9,288	8,115	12,578	12,950	13,339	13,739	14,151	14,578
Insurance	12,281	11,309	18,503	14,054	34,978	25,522	62,919	67,953	73,389	79,280	85,601	92,449
Building & Grounds	6,361	41,223	19,985	26,639	9,248	34,117	19,424	23,026	28,717	24,429	25,161	25,916
Miscellaneous	1,640	3,383	7,562	9,096	5,930	18,574	0	8,652	8,811	9,179	9,454	9,738
Total Operating Expenditures	604,960	773,503	679,225	935,274	1,022,686	825,762	706,079	766,615	799,490	834,707	872,540	913,302
Debt Service & Capital Outlay	18%	25%	29%	25%	22%	28%	31%	33%	33%	32%	32%	31%
Capital Outlay	153,991	11,944	50,062	0	109,231	134,667						
Capital Lease Principal	18,033	0	0	0	0	0	26,991	28,991	28,991	28,991	28,991	28,991
Capital Lease Interest	937	0	0	0	0	0	3,380	3,380	3,380	3,380	3,380	3,380
Loan Principal	0	0	0	0	200,000	71,866	0	0	0	0	0	0
Loan Interest	0	0	0	0	0	1,523	7,551	0	0	0	0	0
Total Debt Service & Capital Outlay	172,861	11,944	50,062	0	310,754	214,084	32,371	32,371	32,371	32,371	32,371	32,371
Total Expenditures	777,821	785,447	729,287	935,274	1,333,440	1,039,846	738,451	798,987	831,861	867,078	904,911	945,674

Exhibit B

Wheatland Fire Authority
Profit and Loss FY 17-18 thru FY 23-24 and Forecast FY 24-25 thru FY 27-28

	FY 17/18 Actuals Audited	FY 18/19 Actuals Audited	FY 19/20 Actuals Audited	FY 20/21 Actuals Audited	FY 21/22 Actuals Audited	FY 22/23 Actuals per Draft Audit*	FY 23/24 Actuals Through 06/30/24 Unaudited Forecasted to Year-end	FY 24/25 Forecast Based on FY 24/25 Budget	FY 25/26 Forecast	FY 26/27 Forecast	FY 27/28 Forecast	FY 28/29 Forecast
Other Financing Sources (Uses)												
Bad Debt/Loss on Debt Forgiveness	0	17,016	23,913	3,734		0	0	0	0	0	0	0
Loan Proceeds	0	0	0	0	200,000	50,000	0	0	0	0	0	0
Total Other Financing Sources (Uses)	0	(17,016)	(23,913)	(3,734)	200,000	50,000	0	0	0	0	0	0
(Excess) of expenditures and other uses over revenues and other sources	(78,580)	66,129	(147,584)	(28,023)	(85,312)	(173,566)	8,816	(14,444)	(231,837)	(251,108)	(272,817)	(296,363)
Beginning Fund Balance	457,945	379,395	439,678	298,542	319,491	234,179	60,619	69,435	54,991	(176,846)	(427,955)	(700,472)
Per Integritat LLC Audited Financials - Reconciliation of the Governmental Funds - Balance Sheet - Accounts receivable accrued in prior fiscal year governmental activities that were 60 days or older, (not shown as prior period adjustments).				8,417	18,168	0	0	0	0	0	0	0
Prior Period Adjustment - no notes in Integritat LLC Audited Financials for FY 18/19 and FY 20/21 explaining prior period adjustments	0	(5,846)	0	30,804	0	0	0	0	0	0	0	0
Beginning Fund Balance, net prior period adjustment and addition of prior period A/R	457,945	373,549	446,085	347,514	319,491	234,179	60,619	69,435	54,991	(176,846)	(427,955)	(700,472)
Ending Fund Balance*	379,395	439,678	298,542	319,491	234,179	60,619	69,435	54,991	(176,846)	(427,955)	(700,472)	(996,834)
*Per Kathy Herbert \$50k loan from Plumes Brophy Fire District paid in full in FY 22/23 - not yet posted in P&L												

ATTACHMENT 4 – SALARY COMPARISON

In most municipal fire agencies within the State of California the cost of Salary and Benefits comprises between 85-95 percent of all fire agency budgets. With Combination and Volunteer fire agencies who have little revenue to accomplish the same tasks as fully career departments, this is problematic.

Volunteer communities are struggling with the rising cost of equipment and a reduction in available first responders to manage the calls. Suburban communities served by volunteer and/or combination departments are also struggling with the growing cost of doing business, especially as more communities look to hire part-time and even full-time personnel to supplement or increase staffing.

There are many annual fixed costs that must be paid including but not limited to the cost of stations and their ongoing maintenance budget, the cost of debt to purchase apparatus, the cost of property and casualty insurance, 911 dispatch fees, auditor costs, the cost of personal protective equipment, impacts of California State mandates, the cost of Cal-OSHA compliance, the cost of fuel for apparatus, the modest cost of full time and part-time personnel, the stipends for emergency response and training for the volunteers. The Wheatland Fire Authority has very little discretionary funds at its disposal but provides a very comprehensive 24/7/365 service to the community.

Comparative Salaries in the Area - The Engineer rank is generally covered by a union contract, whereas the Fire Chief is generally an at-will employee.

Compensation of the paid staff and comparisons to Lincoln, Linda Fire Protection District, Marysville Fire Department, and the Olivehurst Public Utilities District follow. A full comparison is included in Appendix D. Salary comparisons generally include a total compensation package and within the public sector include the CalPERS Public Employee Retirement System or a County 1937 Act Pension. Comparing salaries to other jurisdictions is difficult due to the work hours, on-call availability, safety or non-safety, title and job description, and benefit package including health care and retirement.

Salaries 2024

Position Title	Annual Salary with Health Care Stipend
Engineer 2	\$43,440
Engineer 1	\$47,660
Fire Chief	\$82,200
Secretary/Treasurer	\$29,210
Seasonal	\$16.00 hourly

Jurisdiction	Fire Chief	Engineer
Linda FPD	\$165,167	\$70,091
City of Lincoln	Deputy Chief - Director is Public Safety Chief \$275,000*	\$109.664
City of Marysville	\$145,000	\$75,496
Olivehurst PUD	\$121, 593*	\$57,744

*Denotes total compensation

The Wheatland Fire Authority does not have adequate funds to pay the staff and provide benefits. The Wheatland Fire Authority's small paid staff and volunteers give so much to the community. The paid staff are compensated well below nearby fire for their work (Appendix D).

ATTACHMENT 5 – STAFFING AND TRENDS

This attachment focuses on staffing and overall fire service trends that touch nearly every fire agency within California. The WFA relies heavily on the recruitment of volunteers and then retaining those volunteers through training, education and overall motivation.

CURRENT STAFFING STRUCTURE

Recruitment and Retention Progress

The Wheatland Fire Authority has solid recruitment and retention process. The staff places an extremely high value on the Fire Chief, his caring, and their ability to train and progress their careers through the fire service. This has been reflected in the annual reports and the numerous awards and recognitions that the staff receives. The Fire Authority has created a culture of trust, learning, and compassion which reflects both internally and externally.

Recruitment and Training Challenges

Fire departments nationwide face significant challenges in recruitment and training due to societal, economic, and regulatory factors. A primary issue is the time constraint on potential recruits, stemming from the prevalence of two-income households and the need to work multiple jobs. This limits availability for training and emergency response duties. Additionally, stricter federal standards and expanded service expectations necessitate more rigorous and time-consuming training, including proficiency in EMS, hazardous materials response, and technical rescue.

Increasing emergency call volumes, driven by medical emergencies and automatic fire alarms, further strain firefighters' schedules and resources. Departments are also burdened with community engagement, fundraising, and administrative tasks, diverting attention from core training and readiness efforts. Compliance with evolving training requirements, recertification demands, and public expectations for comprehensive service add complexity and financial strain.

Changes in the operational landscape include concerns over public misuse of emergency services and a decline in the social aspects of volunteering, further complicating recruitment and retention efforts. Societal shifts such as higher transience, reduced interest in volunteering, and employer constraints on releasing employees for emergency duties exacerbate recruitment challenges.

Navigating federal and state regulations, including labor standards and environmental restrictions on training practices, adds administrative burdens and cost considerations. Demographic shifts towards aging populations in economically stagnant communities pose additional challenges in recruiting and maintaining operational capabilities suited to community needs.

In conclusion, addressing these recruitment and training challenges requires strategic adaptation through innovative recruitment strategies, enhanced community engagement, compliance with regulatory standards, and investment in training infrastructure. By effectively managing these issues, fire departments can enhance operational resilience and meet evolving service demands more efficiently.

(Source document “The National Volunteer Fire Council Fact Sheet.”)

GENERAL FIRE SERVICE TRENDS

General Trends Affecting the United States Fire Service

Significant changes have occurred over the past 25 years that impact the fire service.

Improvements to building codes

Significant improvements have been made to building codes in the state of California and in specific municipalities that include enhanced fire protection requirements.

Increased medical emergencies

Medical emergencies have increased over the years and will continue to do so in the future because of two key factors:

- Aging population. As the baby boomer generation ages, their need for emergency medical care and medical services increases, which increases EMS calls in a community.
- Increased cost of medical insurance. As the cost of medical insurance continues to rise and fewer preventative services are offered, individuals do not have access to or cannot afford many preventative medical treatments. Thus, individuals wait longer to seek treatment, resulting in the need for emergency medical services, which increases the EMS calls in the community.

Legislative and regulatory changes

Increased training requirements have impacted the fire service and will continue to do so. New mandates to enhance training programs to meet the needs of the population as well as increased training requirements will add to the fiscal challenge of funding these programs.

Technology

Technological innovations have resulted in enhanced equipment and service delivery in the fire service over the years. As technology continues to advance, there will be a desire to continue to purchase the latest innovations to improve service. However, this will have to be balanced with fiscal constraints and the enhanced service that the innovation will provide.

Climate

The Western States have experienced an increase in wildfires during the last several years. These fires burned thousands of acres across the state and destroyed numerous structures as well. The increase in wildfires is a result of warmer temperatures coupled with dry fuel and a drought. These factors could likely be in place for at least the next several years, which will undoubtedly put a burden on the fire protection services. This is especially true when multiple wildfires take place at the same time, straining the available resources.

Water

Droughts not only dry out the vegetation, but they also impact the water supply needed to put out the fires. A severe drought condition makes fires more dangerous and more difficult for fire agencies to protect life and property.

Behavioral Health

Firefighters encounter situations that the public rarely, if ever, must face. These experiences go beyond the basic behavioral health risk factors most people face.

Firefighters:

- Are exposed to potentially traumatic events at a higher rate than the mainstream population.
- Must remain “on alert” even while resting.
- Often have sleep-disrupting shifts.
- Are separated from families and friends for unusual periods due to shift work, deployments, or other work-cycle formats.

Despite this, the fire service has several pervasive, built-in protective factors that promote resiliency, such as a sense of belonging and support from one another; an enduring sense of purpose; and often a keen sense of gratitude and respect from the public. However, there are some statistics worth taking into consideration when building a case for the need to address behavioral health in the fire service.

The National Fallen Firefighters Foundation in conjunction with the International Association of Firefighters is working diligently to provide local fire agencies with the tools and training to deal with this epidemic.

ATTACHMENT 6 – NFPA STANDARDS AND WFA STAFFING

This attachment describes National standards and suggested staffing patterns that provide for the overall safety of the WFA members. It is important to note that these are standards that are highly recognized and often find their way into safety investigations and court.

National Fire Protection Standards (NFPA)

The [National Fire Protection Association \(NFPA\)](#) is a self-funded nonprofit organization devoted to eliminating death, injury, property and economic loss due to fire, electrical and related hazards. Their mission is to help save lives and reduce loss with information, knowledge, and passion. With these goals in mind, the NFPA develops codes and standards for buildings to contribute to the safety of the general public.

Codes and Standards DEFINED

A “code” is defined by the [NFPA](#) as a set of rules that knowledgeable people recommend for others to follow. Additionally, it is worth noting that a code is not a law, but is something that could one day be adopted into law. On the other hand, a “standard” is an elaboration of a code. It is more detailed than a code and is defined by the [NFPA](#) as “the nuts and bolts of meeting a code.”

Differences between Codes and Standards

The difference between a code and a standard is that a code tells you what needs to be done, and a standard gives specifics on how to meet code requirements. For example, [NFPA](#) code requires that most buildings must have a fire alarm system. Additionally, some standards describe what kind of system should be installed and how it must operate.

The California Fire Service does make many references to NFPA Standards and often time when we purchase apparatus and equipment, we reference these standards. They are generally accepted as a “Best Practice” within our industry. The Wheatland Fire Authority is under no obligation to use these Standards, but you will find with NFPA fire prevention codes, training standards, and equipment that we often do.

Wheatland Fire Authority Staffing

Staffing for fire and life safety response is expensive. In California and many other states, the staffing standards are based on rural and suburban fire agencies (small to medium) and Urban fire agencies (large). We generally speak about how many people are assigned to a firefighting apparatus. In small and medium jurisdictions, our staffing generally is three personnel, a Fire Captain, a Fire Engineer, and a Firefighter or Firefighter/Paramedic. In metropolitan fire agencies staffing generally at four personnel, a Fire Captain, a Fire Engineer, and two Firefighters or Firefighters/Paramedics. Staffing has been researched and scientifically evaluated for work productivity for efficiency at the scene of emergencies. NPFA has a

Volunteer Staffing Standard called NFPA 1720. Here is a breakdown of what that would look for the WFA.

Demand Zone	Demographics	Staffing	Response time	% of meeting objective
Rural	Less than 500 people per mile	6 personnel	14 minutes- from call to arrival on scene	80%
Remote	Travel distance less than 8 minutes	4 personnel	Travel time plus get out time	80%
Special Risk	Large un-sprinklered buildings	Local determination based upon hazard	Local determination based upon hazard	90%

Most structure fires require 15 responders doing the following tasks/job

- 1 responder -Incident Command/Safety
- 1 responder -pump operator
- 2 responder -fire attack
- 2 responder -water supply
- 2 responder -search
- 3 responder -ventilation
- 2 responder -medical/rehab

Total of 15 personnel

ATTACHMENT 7 – FUNDING OPPORTUNITIES AND MECHANICS

The Fire Authority could take advantage of funding methods not only from an Independent Fire Protection District but also from a General Law City. Below are some of the methodology and funding mechanism used by WFA.

Grant Process

The Wheatland Fire Authority could obtain a few grants including:

- Bill Shaw Grant, yearly for safety equipment.
- FEMA grant for portable radios.
- Office of Emergency Services Grant for generators at the City station and the Plumas Brophy stations.

While grants are helpful one-time funding, the Fire Authority cannot rely on grants as a solution to their financial needs. Further Grant opportunities can be found in Appendix B - Federal Eligible Grants.

Suggested Revenue Enhancements

Fire Suppression assessments (Government Code §50078 et seq.). Cities, counties, and special districts can charge assessments to purchase and maintain fire-fighting equipment and to pay related salaries.

Proposition 172

Proposition 172 was enacted to help offset property tax revenue losses of cities and counties that were shifted to the ERAF for schools in 1992. Proposition 172, enacted in 1993, provides the revenue of a half-cent sales tax to counties and cities for public safety purposes, including police, fire, district attorneys, corrections, and lifeguards. Proposition 172 also requires cities and counties to continue providing public safety funding at or above the amount provided in FY 92-93.

Yuba County receives Proposition 172 funding of which it shares 15 percent with fire districts that existed prior to 1978 (Proposition 13). Fire districts in Yuba County that existed prior to 1978, are allocated a share of 15 percent of the total transferred to the County based on the relative number of emergency calls responded to by each district in the prior fiscal year. Revenues are allocated to cities based on their proportionate share of net property tax losses from ERAF.

Proposition 218 Limitations

Proposition 218, which California voters approved in 1996, requires voter or property owner approval of increased local taxes, assessments, and property-related fees. Majority voter approval is required for imposing or increasing general taxes such as business licenses or utility taxes. The requirement does not

apply to user fees, development impact fees, and Mello-Roos districts. The cities may impose a utility users' tax or increase the transient occupancy tax or business license tax, subject to economic competition considerations and voter approval.

Economic Development

Another financing opportunity is economic development, which enhances sales tax revenues.

Miscellaneous Non-Traditional Sources of Revenue

Recently the Wheatland Fire Authority had a budget shortfall due to budgeting OES California Fire Assistance Act (CFAA) money due to a slow fire season. The reimbursement is for the personnel that are dispatched to the event plus a ten percent administrative fee which covers the cost of the agency to provide the service. The California Office of Emergency Services frowns upon fire agencies estimating the number of emergency responses and budgeting accordingly. This is a poor practice that has been recently altered.

Grants and other miscellaneous forms of revenue are also difficult to predict and a poor practice for budget purposes, the WFA has also taken steps to eliminate this practice. Any revenue received should be designated for the apparatus and replacement reserves.

Fire Prevention Fees

The Fire Authority could adopt a fee ordinance for items that can bring additional revenue into the jurisdiction as the fee comes from builders, business owners or venue operators. The current suggestions would include the following:

- Initial fire prevention inspections during construction.
- Ongoing fire inspections particularly that are mandated by the California State Fire Marshal's Office which if the jurisdiction is unable to accomplish would back charge that fire jurisdiction.
- Hazardous material inspection fees within the jurisdiction.
- Fire sprinkler installation inspections.
- Standby fees for concerts and other venues, this would include a charge for direct labor and equipment (determined by the OES reimbursement rates), with a large gathering of citizens and visitors. This is a common practice even if the venue utilizes a private company to provide medical services. The real threat of fireworks escaping the established boundaries or a multi causality event that would normally be commanded by the fire agency justifies the additional charges that in turn are paid by the promoter, the venue or passed along as additional fees to the participant.

Fire Prevention fees can cost no more than the actual cost of service which would include the labor rate, and time needed to conduct and document the inspection. Most jurisdictions that

charge fees do that through a “Fee Study” so that a neutral third party can document those cost if challenged. The fee study would then be approved by the Fire Authority and implemented. This would not be a huge source of revenue, but it is a source of revenue if pursued.

Economic Indications 2024-2035 Forecast

Yuba County Economic Forecast- 2023 County-level Economic Forecast

YR	TRS	TTS	RPCI	UR	RFP	IR
2024	\$752	\$1,060	\$50,101	6.9	\$292	2.2
2025	\$778	\$1,093	\$50,293	6.8	\$310	2.3
2026	\$807	\$1,129	\$50,511	6.8	\$305	2.2
2027	\$834	\$1,162	\$50,775	6.9	\$293	2.2
2028	\$864	\$1,199	\$51,020	7.2	\$278	2.1
2029	\$889	\$1,231	\$51,255	7.4	\$272	2.2
2030	\$918	\$1,266	\$51,427	7.5	\$277	2.2
2031	\$945	\$1,300	\$51,632	7.5	\$264	2.3
2032	\$973	\$1,337	\$51,677	7.4	\$258	2.3
2033	\$998	\$1,368	\$52,001	7.4	\$242	2.4
2034	\$1,025	\$1,403	\$52,315	7.6	\$246	2.4
2035	\$1,052	\$1,438	\$52,610	7.7	\$244	2.5

KEY	RPCI: Real Per Capita Income in Dollars
YR: Year	UR: Unemployment Rate Percent
TRS: Total Retail Sales in Millions	RFP: Real Farm Production in Millions
TTS: Total Taxable Sales in Millions	IR: Inflation Rate Percent

ATTACHMENT 8 – FACILITIES AND EQUIPMENT REPLACEMENT

This attachment on facilities and equipment speaks to fire stations and the very expensive equipment used by fire agencies. WFA has not yet identified a stable funding source for the replacement cost of both facilities and equipment.

Property and Fire Station Facilities

The Wheatland Fire Authority has budgeted annually a modest repair and maintenance program for the facilities. Most fire stations have a 50-year life span and cost millions of dollars to replace due to the high cost of sophisticated electrical systems, the building costs of essential service buildings, and the high cost of construction materials. The organization has done a fantastic job of establishing and maintaining fire stations at little or no cost. It should be noted that each jurisdiction owns its facilities and that the cost of major repairs or enhancements should be borne by the jurisdiction that owns the property and facility. The Wheatland Fire Authority has done minor repairs and enhancements as needed. Each jurisdiction should begin establishing a facility replacement and major repair budget outside of the traditional Wheatland Fire Authority budget and reserve program (Appendix E).

Annual Budget Allocations to provide for the replacement costs for facilities within the Authority:

- No recommendation is provided because there is no available funding, but the liability still exists and ultimately will need to be dealt with.

Equipment Replacement Recommendations

Personal Protective Equipment (PPE): Create a replacement plan for PPE. NFPA standard 1851 calls for PPE to be placed out of service and replaced 10 years after the manufacturer's date. Each Firefighter should have two full sets of turnouts; one in-service and a backup set should the in-service set sustain damage or need cleaning. Lack of cleaning increases the probability that cancer-causing agents remain on the turnouts. These cancer-causing agents burden the fire service workers and add to workers' compensation claims. The care and protection of personal protective equipment is being mandated by CalOSHA, see Appendix F.

Self-Contained Breathing Apparatus (SCBA): Create a replacement plan for SCBAS. Per NFPA standard 1981, composite SCBA bottles have a life span of 15 years. Significant code changes have dictated that SCBA should be updated with changes in technology. New OSHA laws dictated these changes based on failures, and new breathing air standards regarding low-pressure alarm changes. SCBA allows firefighters to enter toxic environments safely but need constant maintenance and repairs.

Emergency Medical Services (EMS) equipment: The delivery of emergency medical services, particularly advanced life support systems, is a function of both the engine companies and ALS ambulances. EMS allows field paramedics to perform life safety measures requiring updated

training and equipment. As the County EMS system evolves, new equipment, training, and techniques could be needed.

Tools and equipment: Fire apparatus, in essence, is a giant toolbox that delivers the needed tools to the scene of an emergency. This includes ladders, hoses, saws, and specialized rescue equipment to meet that challenge. Reserves should be funded to ensure that personnel have the most updated tools and equipment to perform the variety of tasks that are needed to serve our communities.

ATTACHMENT 9 – HAZARDS AND RISKS

This attachment outlines probable hazards and risks associated with the management and mitigation of risk for a community. In the WFA case the use of volunteers who may not have attained the same training level as their peers nor who have benefitted from pre-incident planning. Some scenarios are deemed high risk with low probability and need thoughtful consideration for the safety of fire service members and the community they serve.

Structure Fires

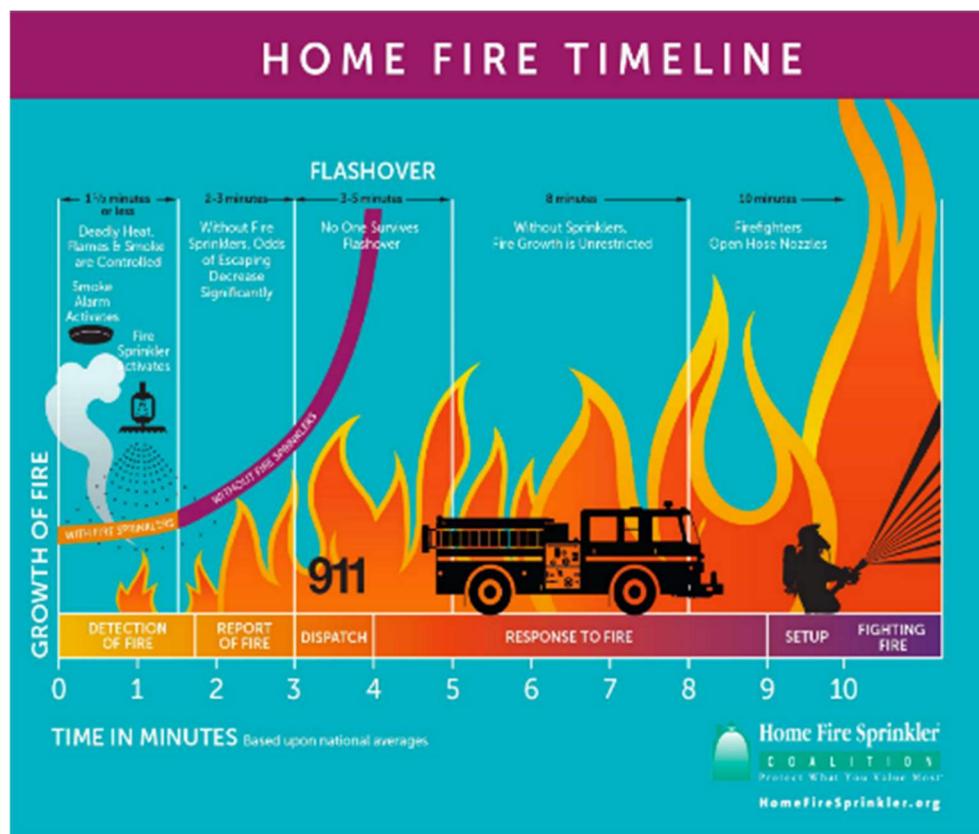
This includes residential, commercial mobile homes, outbuildings, and barns. The key to most structure fires is quick arrival and adequate water supply. There are four identifiable stages of fires which virtually all structure fires progress through:

Stage 1: The Incipient Stage—This first stage begins when heat, oxygen, and a fuel source combine and have a chemical reaction resulting in fire. This is also known as “ignition” and is usually represented by a very small fire that often goes out on its own before the following stages are reached. Recognizing a fire in this stage provides your best chance at suppression or escape.

Stage 2: The Growth Stage—Where the structure’s fire load and oxygen are used as fuel for the fire. There are numerous factors affecting the growth stage including where the fire started, what combustibles are near it, ceiling height and the potential for “thermal layering.” It is during this shortest of the four stages when a deadly “flashover” can occur: potentially trapping, injuring, or killing firefighters.

Stage 3: The Fully Developed Stage—When the growth stage has reached its max and all combustible materials have been ignited, a fire is considered fully developed. This is the hottest phase of a fire and the most dangerous for anybody trapped within.

Stage 4: The Decay Stage—Usually the longest stage of a fire, the decay stage is characterized by a significant decrease in oxygen or fuel, putting an end to the fire. Two common dangers during this stage are first—the existence of non-flaming combustibles that can potentially start a new fire if not fully extinguished. Second, there is the danger of a backdraft when oxygen is reintroduced to a volatile, confined space.



The number of times that fires are controlled before flashover depends on the entire fire protection system and is not solely dependent on emergency response forces. Built-in fire protection, public education, extinguishment by citizens, and even the type of fuel on fire are all factors that affect flashover. Even when fires are not extinguished by firefighting forces, these personnel often provide other services, ranging from smoke removal to the restoration of built-in fire control systems. The objective is for all components of the fire protection system, from public education to built-in fire protection to manual fire suppression, to be maintained at a level that provides adequate service and the performance of each is periodically evaluated. Fire station location and staffing levels are predicted at a particular point where the fire's growth causes a significant shift in the fire's behavior and moves into the flash point. At this point, the room has been untenable for some time before the flashover. The arrival of resources pre-flashover may limit the fire to a single room. Post-flashover requires larger hose lines and additional resources.

Vegetation Fires

Vegetative fuels include living and dead vegetation materials. The amount of heat energy released during a wildland fire is defined by the amount, arrangement, and rate of combustion of the vegetative fuels. Vegetative fuel flame lengths can exceed 100 feet, and the radiant heat can ignite combustible materials from distances of 100 feet or more. Winds can carry live firebrands for several miles. Fuels within the immediate vicinity can have a significant impact on the potential of a structure to ignite. The size of the "immediate vicinity" will vary depending on

the vegetation and the characteristics of the land. Fuels within the immediate vicinity of the structure should be fire-resistant and maintained in fire-resistant condition. Fuels beyond the immediate vicinity are those that can surround the structure but are not immediately adjacent to it.

The concern with these fuels is primarily their ability to produce firebrands, which can indirectly cause ignition of the structure, and their ability to provide long flame lengths and intense radiant energy. Fuels beyond the immediate vicinity of the structure should consist of fire-resistant ground cover and trees that are thinned and pruned to prevent ground fires from igniting the crowns, or tops of trees.

According to the California Department of Forestry and Fire Protection (CALFIRE) Fire and Resource Assessment Program, the City of Wheatland is located within or adjacent to any 3 geographic Very High Fire Hazard Severity Zones or State Responsibility Areas. As wildland fires resulting from either natural or human-caused causes occur in forest, brush, or grasslands, Future multi-family development occurring consistent with the City of Wheatland 6th Cycle (2021-2029) Housing Element Update Initial Study/Negative Declaration, would include fire sprinklers, as required by State law. Therefore, those proposed projects would not be expected to be subject to or result in substantial adverse effects related to wildfires, and a *less-than-significant* impact would occur.

Vehicle Fires

Vehicle fires occur generally in two ways, a vehicle engages in an accident which ruptures fuel tanks and a variety of hazardous materials, or the vehicle has a fire that is created by an electrical short or vehicle malfunction. A significant new issue with vehicle fires is that of electric vehicles. Research by [AutoinsuranceEZ](#), says battery electric vehicles have just a .03% chance of igniting, compared to internal combustion engine vehicle's 1.5% chance. Hybrid electrics, which have both a high voltage battery and an internal combustion engine, have a 3.4% likelihood of vehicle fires according to their study.

However, when fires do occur, electric vehicles with lithium-ion batteries burn hotter, faster, and require far more water to reach final extinguishment, and the batteries can re-ignite hours or even days after the fire is initially controlled, leaving salvage yards, repair shops, and others at risk.

Floods (Water Rescues, Static and Swift Water)

Flood and water rescue requires specialized equipment and training. These events tend to start slowly and recede slowly, and the Wheatland Fire Authority would need to determine what the problem is, how best to manage any life safety issue and assist the residents and visitors of the Fire Authority's jurisdiction with guidance.

Downtown Wheatland is located on a ridge, low-lying areas around Wheatland are vulnerable to Bear River and Dry Creek flooding. A large storm over the Bear River watershed could

potentially flood the downtown Wheatland area. Verbal history indicates a Bear River levee break in the mid-1920s. The unprotected northern side of Dry Creek experienced flooding in 1986, 1997, 2001, and most extensively in 2005, according to records. Known flood events in the Wheatland vicinity include the following:

- 1903: Wheatland flooded, with downtown areas covered with two feet of water, and the water level reaching 10 feet in southern Wheatland.
- 1940: The north Bear River levee and the east WPIC levee (maintained by RD 784) failed.
- 1955: The Feather River backed up into Bear River, Dry Creek, and the WPIC.
- 1997: A Dry Creek levee broke, and portions of Wheatland were evacuated.

Rescue (Building Collapse, Confined Space, Trench, Vehicle Accident)

Rescues of all types require specialized and costly tools, equipment, and training to mitigate the problem. Vehicle accidents are the most common type of rescue incident within the Wheatland Fire Authority and the specialized tools and training the members use are very efficient. Collapse, trench, and confined space are infrequent and require long on-scene times for the members of the Fire Authority with the specialized tools and equipment the organization currently has.

Storm Damage/Weather-Related Events

Storm damage and weather-related events include public notifications and fallen tree or branch removal as needed. They can pose a risk to first responders because the incident is typically still underway during the response activity. These incidents are often coordinated with medical response and law enforcement.

Major Earthquake

Wheatland is not directly on any major fault lines, such as the San Andreas Fault or the Hayward Fault, which pose significant earthquake risks in other parts of California (like the San Francisco Bay Area or Southern California). However, northern California is not immune to earthquake activity. This type of catastrophic event could challenge the crews trying to obtain fire apparatus and equipment from fire stations and create disruptions in the water supply needed to fight any fires that occur because of the earthquake. If the earthquake were a widespread event, the Fire Authority could also be without any mutual aid for an extended period.

Potential Earthquake Risks in or Near Wheatland:

1. **Nearby Faults:** While the most famous faults are farther south, the area is still influenced by some smaller fault systems. The nearest significant fault system to Wheatland is the **Foothills Fault System**, which runs through parts of the Sierra Nevada foothills. Though this system is considered less active and capable of producing smaller earthquakes, it's not entirely risk-free.
2. **Effects of a Larger Earthquake:** Wheatland could potentially feel shaking from a more distant, larger earthquake, depending on the magnitude and the location. For example:

- **Sacramento Valley:** Earthquakes occurring in the Sacramento Valley region could be felt in Wheatland.
- **Bay Area or Coastal Faults:** Though distant, large quakes from the San Andreas or Hayward faults in the Bay Area can be felt across a large area of California, including places like Wheatland, but with reduced intensity.

Risk Factors:

- **Shaking Intensity:** Wheatland is in an area of relatively low seismic hazard compared to areas like Los Angeles or San Francisco, but significant shaking could occur if a strong earthquake strikes a nearby fault.
- **Soil Liquefaction:** Areas near rivers or with loose, water-saturated soils can experience liquefaction during earthquakes. Wheatland is near the Bear River, so this could be a concern in certain parts of the community.

Distance from Major Fault Lines: Being farther from major fault zones means a reduced likelihood of catastrophic earthquakes, but moderate seismic activity could still affect the area

The Wheatland-area historical earthquake activity is significantly above the California state average and is 7373% greater than the overall U.S. average.

- On 4/18/1906 at 13:12:21, a magnitude 7.9 (7.9 UK, Class: Major, Intensity: VIII - XII) earthquake occurred 110.3 miles away from Wheatland center, causing \$524,000,000 in total damage.
- On 10/3/1915 at 06:52:48, a magnitude 7.6 (7.6 UK) earthquake occurred 232.7 miles away from the city center. (Damage estimate unknown.).
- On 1/31/1922 at 13:17:28, a magnitude 7.6 (7.6 UK) earthquake occurred 248.3 miles away from Wheatland center. (Damage estimate unknown.).
- On 12/21/1932 at 06:10:09, a magnitude 7.2 (7.2 UK) earthquake occurred 183.5 miles away from the Wheatland center. Magnitude types: body-wave magnitude (MB), local magnitude (ML), surface-wave magnitude (MS), moment magnitude (MW). (Damage estimate unknown.).
- On 10/18/1989 at 00:04:15, a magnitude 7.1 (6.5 MB, 7.1 MS, 6.9 MW, 7.0 ML) earthquake occurred 132.9 miles away from the City center, causing 62 deaths (62 shaking deaths), 3,757 injuries, and \$1,305,032,704 in total damage.
- On 4/25/1992 at 18:06:04, a magnitude 7.2 (6.3 MB, 7.1 MS, 7.2 MW, 7.1 MW, Depth: 9.4 mi) earthquake occurred 168.4 miles away from the city center, causing \$75,000,000 in total damage.

Hazardous Material Incident

The production and use of hazardous materials have become a normal part of society. A hazardous material is any substance that may be explosive, flammable, poisonous, corrosive, reactive, radioactive, or any combination thereof, because of its quantity, concentration, or characteristics. Hazardous materials require special care in handling because of the dangers they pose to public health, safety, and the environment.

A hazardous materials incident is the result of an uncontrolled or intentional (terrorist) release of a hazardous substance(s) during storage or use from a fixed facility, residence, and agricultural operation or during transport. Releases of hazardous materials can be especially damaging when they occur in highly populated areas or along transportation routes used simultaneously by commuters and hazardous materials transports.

Because of numerous hazardous substances being transported; incidents are more likely to occur along highways. Fixed facilities do have occurrences of hazardous materials incidents, too. However, stringent facility safety requirements help to limit these occurrences at fixed facilities. Command fixed facilities include manufacturing, industrial, retail, bulk fuel storage, and water and wastewater treatment facilities.

The agricultural businesses in Yuba County may also be a source of hazardous materials incidents. Accidental releases of pesticides, fertilizers, and other agricultural chemicals may be harmful to public health, safety, and the environment.

Another source of hazardous materials incidents is the illegal manufacturing of drugs in clandestine laboratories. In many instances, the residue and hazardous waste from these laboratories are illegally dumped, posing a public health and safety hazard and a threat to the environment.

Civil Disturbance (Riot, Active Shooter)

Civil disturbances include incidents that are intended to disrupt a community to the degree that law enforcement intervention is required to maintain public safety. Civil disturbances are generally associated with controversial political, judicial, or economic issues and/or special events. Panic can be caused by the above and can easily be generated by an act of terrorism, or even the mere threat of one.

The effects of civil disturbances or panic are varied and are usually based on the type, severity, scope, and duration of the disturbance. The effects of civil disturbances include traffic congestion or gridlock, illegal assemblies, disruption of utility service, property damage, injuries, and potential loss of life.

Medical Emergency

The Wheatland Fire Authority serves as the first responder to its jurisdiction within Yuba County. Bi-County ambulance has been the 24/7 ambulance service since 1976 serving both Yuba and Sutter County. They provide services ranging from Emergency Medical Technician (EMT) Basic Life Support (BLS) level care to Paramedic/Advanced Life Support (ALS) care and emergency and non-emergency transportation.

The Sierra-Sacramento Valley Emergency Medical Services (S-SV EMS) Agency is a Joint Powers Agency (JPA) founded in 1975. The JPA Governing Board consists of a County Supervisor for

each S-SV EMS member county. Pursuant to California Government Code (Section 6500, et seq.) and California Health & Safety Code (Section 1797.200), S-SV EMS serves as the designated local EMS agency (LEMSA) for the counties of Butte, Colusa, Glenn, Nevada, Placer, Shasta, Siskiyou, Sutter, Tehama, and Yuba. The S-SV EMS ten-member counties have a combined population of approximately 1,300,000.

S-SV EMS is a government body, with legal responsibilities for planning, development, implementation, and oversight of all EMS components within the 10-county jurisdiction, including:

- EMS system design.
- Qualification, accreditation, and authorization of all prehospital care personnel.
- Compliance with local and state EMS statutes and regulations.

Hospitals and medical centers near Wheatland:

- Marysville Rideout Memorial Hospital, Acute Care Hospitals (about 13 miles away).
- Marysville Care Center (Nursing Home, about 13 miles away).
- Marysville Dialysis Center, (Dialysis Facility, about 13 miles away).
- Marysville Sutter North Home Health (Home Health Center, about 14 miles away).
- Yuba City, Sutter Surgical Hospital North Valley Acute Care Hospital (about 14 miles away).
- Yuba City Fremont Medical Center (Hospital, about 14 miles away).
- Yuba City Fremont-Rideout Home Health (Home Health Center, about 14 miles away).

Utility Failure

Communications: System failure, overloads, and loss of electrical power will affect telephone systems. Numerous failures may occur immediately following a disaster event and be compounded by system use overloads. This would include the use of cellular phones and pagers.

Electrical Power: Yuba County is particularly vulnerable to the loss of electrical power because of weather conditions, fires, utility system failures, rotating blackouts, and vehicles colliding with power poles.

Repairs to electrical equipment may require the clearing of roadways for the free movement of crews and equipment. Restoration of local electrical power will be coordinated with regional and local utility representatives. Repair of the system may be delayed due to continuance of the hazard that caused the system failure.

Public Health Emergency

California has experienced its fair share of public health emergencies generally managed by the Health and Human Services Agency. The most significant modern event was COVID-19, which affected every public service agency in California and beyond.

Cyber-Terrorism

The FBI defines terrorism as the unlawful use of force or violence against persons or property to intimidate or coerce a government, the civilian population, or any segment thereof, in furtherance of political or social objectives. Cyber-terrorism could thus be defined as the use of computing resources to intimidate or coerce others. An example of cyber-terrorism could be hacking into a hospital computer system and changing someone's medicine prescription to a lethal dosage as an act of revenge, or blocking computer networks that could disrupt communications, banking, or government.

Natural Disasters

The number of natural disasters in Yuba County (22) is greater than the US average (15). (Note: some incidents may be assigned to more than one category).

Major Disasters (Presidential) Declared: 12 Emergencies Declared: 3 Causes of natural disasters: Floods: 12, Fires: 6, Storms: 6, Winter Storms: 5, Landslides: 3, Mudslides: 3, Drought: 1, Freeze: 1, Heavy Rain: 1, Hurricane: 1, Tornado: 1, Other: 1.

Read more: <https://www.city-data.com/city/Wheatland-California.html>

The Wheatland Fire Authority's firefighting and emergency response capacity is limited to its revenue allocation for fire protection. It is important to note that these hazards are not mutually exclusive. One or more of these events may take place simultaneously.

ATTACHMENT 10 – COMMUNITY INFRASTRUCTURE AND ASSETS

Most fire agencies find that the demographics of their community provide input on the hazards, challenges, and likely outcome of emergency response. In some instances, the demographic includes infrastructure outside of the jurisdiction that are critical to response both with mutual aid and emergency operations. This attachment outlines key infrastructure that the Fire Authority needs to prepare for during emergency and non-emergency operations.

Property Age

The age of a property greatly affects firefighting capability, and the following chart shows the number of properties in Wheatland that fall into the age range based upon the 2020 Census.

Age Range	Number of Units
1939 or earlier	96
1940 to 1949	18
1950 to 1959	50
1960 to 1969	209
1970 to 1979	236
1980 to 1989	109
1990 to 1999	260
2000 to 2009	313
2010 to 2013	14
2014 or later	Unavailable data per 2020 Census

Building Construction and Age of Structures

The building's identification, assessment, probability, predictability, inherent characteristics, and its expected performance during fire conditions should be determined, evaluated, and incorporated into an adaptable fire management framework and flexible incident action plan. Personnel arriving at a structure fire must be able to rapidly and accurately identify key elements of the building, process the data based on the widening field of variables presented in today's evolving fire ground, and implement timely actions that address prioritized actions requiring intervention. There are two quick ways in which a fire department can determine this. In commercial buildings, crews can visit the site and gather intelligence specific to that structure; for residential structures, they can determine by general observations when the structure was built.

The building's anatomy consists of five points:

- Construction systems.
- Occupancy risk profile.
- Compromise and collapse.
- Methods and materials.

- Fire dynamics.

The age of a structure oftentimes gives firefighters a clue as to how the building might burn, and how they might be able to effectively rescue or minimize damage to the structure. Listed below are some typical construction features based on the initial age of a building and how the materials react in a fire.

Pre-1945: Generally, these structures were small, and built of full dimension lumber. If the original structure has been untouched this building may be seriously damaged and subject to rapid fire spread and early collapse. If the structure has been remodeled, it is more difficult to determine what could occur during a fire.

1945-1970: Generally, these structures were built with full-dimension lumber and non-lightweight trusses. Fires in this general age group are made of ordinary combustibles and the contents present the greatest hazard to life. This grouping of homes is also subject to a remodel.

1971-1980: These are transitional years of building construction when dimension lumber is starting to get smaller in size (a 2x4 is no longer 2" by 4") The structures are also being "engineered" to minimum strength requirements.

1981-1990: These structures generally use lightweight building techniques that include engineered wood products (I-joist) and lightweight wood frame trusses. Generally, these structures do not have any built-in fire protection. Lightweight construction is very hazardous to firefighting operations due to early collapse.

1991-2000: These structures continue to use lightweight building techniques but are now using built-in fire protection on large single-family dwellings and commercial buildings.

2001- Present: These structures include residential fire sprinkler systems which are designed for life safety. Lightweight construction is the norm for these structures. These structures coupled with today's modern furnishings are prone to early collapse. Newer construction often contains materials made of wood fibers and joined by glue or binders. This could produce highly combustible and highly toxic gases which rapidly deteriorate under fire conditions.

Residential sprinkler law

In California, the requirement for residential fire sprinklers went into effect on **January 1, 2011**. This mandate applies to all newly constructed one- and two-family homes and townhomes. The rule was part of the 2010 California Residential Code, which adopted the 2009 International Residential Code (IRC) standards, including the fire sprinkler requirement.

This law was put in place to enhance fire safety in residential structures and has significantly improved the survivability of home fires since then.

Impact of Residential Fire Sprinklers

In January 2010, California became one of 46 states that adopted a residential sprinkler requirement for all new homes. This was, in part, a result of years of scientific study and lobbying efforts by the National Fire Service and Building Industry. The impact of the new requirement on The Wheatland Fire Authority will take many decades to fully realize but there are reasonable assumptions that can be made and used in the deployment analysis. There are also some assumptions made by the general public, media, elected officials, etc., that are incorrect, and it will be important for the Department to continue to provide ongoing public information to keep the public informed on the facts.

- Residential fire sprinklers do not cover the entire structure like similar systems installed in commercial occupancies. In residential units, there are no fire sprinklers in the attic space.
- Fire sprinkler systems are designed to keep fire contained long enough to allow occupants to exit, not fully extinguish the fire. A fire department response is still needed.
- Installing both smoke alarms and a fire sprinkler system reduces the risk of fire death by 82%.
- Sprinkler systems allow quicker control and extinguishment by the fire department and less time committed for overhaul.
- Fire sprinkler systems do not control fires originating outside the home.
- Over time, sprinkler systems will lower property loss (\$) due to fire, which will have a positive effect on residential fire insurance premiums citywide.
- Sprinkler systems do not lessen the need for fire stations (distribution) but will lessen the need for multiple units responding from the same stations (concentration).

Roadways and Commute Factors

The Census Bureau tracks the commute to work and provides an analysis indicating the daytime population and the distance people commute regularly, which also indicates traffic patterns for emergency response. The average travel time to work for someone residing in Wheatland is 25 minutes.

Time of commute	Numbers of commuters
Less than 5 minutes	100
5 to 9 minutes	145
10 to 14 minutes	52
15 to 19 minutes	190
20 to 24 minutes	362
25 to 29 minutes	138
30 to 34 minutes	209
35 to 39 minutes	80

40 to 45 minutes	8
45 to 59 minutes	129
60 to 89 minutes	118
90 or more minutes	5

Why is this important? To determine the best way to serve the community it is important to understand the demographics of the community such as learning and understanding the fire potential within the living units. For example, a mobile home fire burns quickly, and rapid response times make a significant difference in saving lives and property. With emergency medical response those who cannot afford traditional medical care rely on the public system for that care; often those who live below the poverty level rely on the 911 emergency system to be their healthcare provider. It is common knowledge that the longer the travel on the roadways the greater the potential for a vehicle accident, particularly on narrow roads after dark.

Water

Water Supply

The City of Wheatland provides retail water services to 1,058 customers in groundwater pumping, treatment, water quality testing, conveyance, storage, and delivery.

The City of Wheatland upgraded its water system in 2003 with improvements, water main replacements, metering of all connections, construction of a ground-level storage tank and booster pumps, and installation of the SCADA system.

Water Pressure

Urban water systems must maintain adequate pressure to provide adequate fire flow. The County Fire Marshal uses State fire flow requirements included in Appendix III-A of the 2000 Uniform Fire Code, which identifies fire flow requirements based on building area, construction type, and occupancy. There are no other requirements for water pressure, although customers expect adequate pressure for typical uses.

All domestic water providers reported that adequate water pressure is maintained within their service areas. The City of Wheatland reported that additional storage capacity is needed to ensure plentiful water for fire-fighting purposes.

Wheatland Fire Authority Infrastructure

Roadways

During peak conditions, highways are congested in Marysville and Wheatland. While the Cities of Lincoln and Roseville have built bypasses for the increasingly used SR-65, Wheatland has been subject to logging trucks, and heavy regional and local traffic traveling through the heart of their downtown. The constant traffic has led the 1.4-mile stretch of roadway to experience continued deterioration and less-than-ideal conditions for pedestrians and cyclists. The unincorporated areas and the City of Wheatland have significant street maintenance and rehabilitation needs.

Rail Service

The Union Pacific Railroad (UPRR) maintains a rail line through Wheatland. Recently UPRR replaced 50-year-old aged rail lines within the City limits. Union Pacific's California operations originate from two central hubs, the Northern California Service Unit, and the Los Angeles Service Unit. Service units are the heart of freight operations, serving as a vital link connecting north-south transportation service and east-west corridors with international commerce. When a train is crossing within the City and the warning devices are activated it blocks the roadway and inhibits fire response.

Airports

Two general aviation airports serve the area, Yuba County Airport and Sutter County Airport. The military operates Beale Air Force Base and the closest commercial airport within the geographic area is the Sacramento International Airport.

Wheatland Fire Authority Asset Inventory

The table that follows lists the critical facilities and other community assets identified by Emergency Management as important to protect in the event of a disaster.

The City of Wheatland is responsible for the protection of the infrastructure within its jurisdiction and is financially responsible for its assets during a hazardous event. The function of the City is to provide overall emergency management during disasters. Other special districts and government agencies also have assets within the City of Wheatland and would be responsible for any costs associated with a hazard event that affects their infrastructure. Some of these assets include:

- Federal Facilities
- United States Post Office
- Education/Schools
 - Yuba County Office of Education
 - Wheatland Union High School
 - Wheatland Elementary School District Office
 - Bear River Middle School
 - Wheatland Elementary School District
 - Pre-School
- Medical Facilities
 - Sutter-North Medical Group
- Adult/Senior Services
- Adult Day Care Centers
- Senior Assisted Living Facilities
- Public Utilities
 - Pacific Gas & Electric Company
 - AT&T Communications
 - Union Pacific Railroad

- Six Emergency Shelter Sites
- Underground Kinder Morgan high-pressure fuel line

APPENDIX A – OSHA (SEPARATE ATTACHMENT)

This file is provided as a separate attachment.

APPENDIX B – FEDERAL ELIGIBLE GRANTS

Federal Eligible Grants for agencies like the Wheatland Fire Authority

Assistance to Firefighters Grant

The Fiscal Year (FY) 2023 Assistance to Firefighters Grant (AFG) Program is one of three grant programs that constitute the Department of Homeland Security (DHS), Federal Emergency Management Agency's (FEMA's) focus on enhancing the safety of the firefighters and therefore public with respect to fire and fire-related hazards. The AFG Program provides financial assistance directly to eligible fire departments, nonaffiliated emergency medical service (EMS) organizations, and State Fire Training Academies (SFTAs) for critical training and equipment. The AFG Program has awarded approximately \$8.4 billion in grant funding to provide critically needed resources that equip and train emergency personnel to recognized standards, enhance operational efficiencies, foster interoperability, and support community resilience. Since FY 2018, the AFG Program has awarded more than 600 fire apparatuses, 102,000 personal protective equipment items, and 124,000 other fire equipment to more than 3,800 unique recipients. During the same period, the AFG Program awarded 588 recipients approximately \$90 million to modify department facilities or implement wellness and fitness priorities to protect firefighter health. Information about success stories for this program can be found at [Assistance to Firefighters Grants Program | FEMA.gov](https://www.fema.gov/assistance-to-firefighters-grants-program).

Fire Prevention and Safety Grant Program

The Fiscal Year (FY) 2023 Fire Prevention and Safety (FP&S) Grant Program (hereafter referred to as the FP&S Program) is one of three grant programs that constitute the DHS and FEMA's focus on enhancing the safety of the public and firefighters with respect to fire and fire-related hazards. The FP&S Program provides financial assistance directly to eligible fire departments, national, regional, state, local, tribal, and non-profit organizations such as academic (e.g. universities), research foundations, public safety institutes, public health, occupational health, and injury prevention institutions for fire prevention programs and firefighter health and safety research and development such as clinical studies that address behavioral, social science, and cultural research.

The funding categories for FP&S are:

1. Community Risk Reduction
2. Wildfire Risk Reduction
3. Code Enforcement/Awareness
4. Fire & Arson Investigation
5. National/State/Regional Programs and Projects

The funding categories for R&D are:

1. Clinical Studies
2. Technology and Product Development
3. Database System Development
4. Preliminary Studies
5. Early Career Investigator

Abstracts and results of research and development grants that were funded under this program can be found at [Fire Prevention and Safety | FEMA.gov](#).

The FP&S Program has awarded approximately \$852 million in grant funding to provide critically needed resources to strengthen community fire prevention programs and enable scientific research on innovations that improve firefighter safety, health, and well-being. The FP&S Program is part of a comprehensive set of measures authorized by Congress and implemented by DHS. Among the five basic homeland security missions noted in the [DHS Strategic Plan](#) the FP&S Program supports the goal to Strengthen National Preparedness and Resilience.

APPENDIX C – LAFCO MSR

Findings from the Yuba County Local Agency Formation Commission (LAFCO) Municipal Services Review Findings July 24, 2008- Specific excerpts particular to Fire and Life Safety.

This is the first countywide Municipal Service Review (MSR) report prepared for the Yuba Local Agency Formation Commission (LAFCO). An MSR is a State-required comprehensive study of services within a designated geographic area, in this case, Yuba County. The MSR requirement is codified in the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Government Code Section 56000 et seq.). Once MSR findings are adopted, the Commission will update the spheres of influence (SOIs) of cities and special districts in Yuba County. The Commission reviewed the City of Wheatland Fire Department and the Plumas/Brophy Fire District separately since the Wheatland Fire Authority was not established yet.

Growth

There are five centers of planned and proposed development in the County: Plumas Lake, City of Wheatland SOI, East Linda, North Arboga, and the Brophy/South Yuba area northwest of Wheatland along SR 65. Development was proposed/planned on 75 percent of land in Plumas Lake, 59 percent in the Wheatland SOI, 47 percent in East Linda, 27 percent in North Arboga, and 15 percent in Brophy/South Yuba.

Wastewater

Wastewater is a significant factor when it comes to growth. Wheatland needs to upgrade wastewater facilities to meet evolving regulatory requirements. Wheatland also needs to build a new wastewater treatment plant (WWTP) to accommodate growth. Wheatland has an opportunity to collaborate with neighboring Beale Air Force Base in developing adequate facilities; the base seeks an outside party to invest in its aging WWTP.

There are as many as 14,730 units planned for areas within the City of Wheatland's existing Sphere of Influence SOI.

Streets

During peak conditions, highways are congested in Marysville and Wheatland. Additional highway capacity is needed. Caltrans plans to widen State Route 20 by 2017, and SR 70 by 2013. The Wheatland area needs an SR 65 bypass to direct traffic flows around the city center and improve traffic flow to Beale AFB. The Marysville area needs increased roadway capacity to and from Yuba City and has plans to widen the 5th Street bridge by 2018. The planned Yuba River Parkway, set to begin construction in 2008, will serve as a bypass and provide some congestion relief in Marysville. Local agencies should aggressively pursue regional traffic impact fees to ensure that growing Yuba City and other neighboring areas pay their fair share toward needed highway investments.

The unincorporated areas and Wheatland have significant street maintenance and rehabilitation needs. The City of Wheatland has established a priority list of streets for

rehabilitation or major maintenance activities, and the plan will be implemented as funding becomes available. Wheatland needs to implement a computerized pavement management system to prioritize and optimize its street investments.

Growth and Population Projections

Wheatland showed rapid development from 2002 to 2004. In the unincorporated territory, the southwestern communities of Plumas Lake and Linda experienced rapid residential growth from 2003 to 2005. Despite the housing market downturn, the unincorporated areas have continued to attract development interest and building permits.

There are five centers of planned and proposed development in the County: Plumas Lake, City of Wheatland SOI, East Linda, North Arboga, and the Brophy/South Yuba area northwest of Wheatland along SR 65. Developments have been proposed or planned on 75 percent of land in Plumas Lake, 59 percent in the Wheatland SOI, 47 percent in East Linda, 27 percent in North Arboga, and 15 percent in Brophy/South Yuba.

The job-housing balance is relatively low in the unincorporated areas and Wheatland. By prioritizing development projects that would create local jobs, land use authorities may attempt to achieve a more desirable job-housing balance.

Financial Ability of Agencies to Provide Services

Municipal service providers are constrained in their capacity to finance services by the inability to increase property taxes, requirements for voter approval for new or increased taxes, and requirements of voter approval for parcel taxes and assessments used to finance services. Municipalities must obtain majority voter approval to increase or impose new general taxes and two-thirds voter's approval for special taxes.

Limitations on property tax rates and increases in taxable property values are financing constraints. Property tax revenues are subject to a formulaic allocation and are vulnerable to State budget needs. Agencies formed since the adoption of Proposition 13 in 1978 often lack adequate property tax financing.

Financing opportunities that require voter approval include special taxes such as parcel taxes, increases in general taxes such as utility taxes, sales and use taxes, business license taxes, and transient occupancy taxes. Communities may elect to form business improvement districts to finance supplemental services, or Mello-Roos districts to finance development-related infrastructure extension. Agencies may finance facilities with voter-approved (general obligation) bonded indebtedness.

Fire and EMS Services

Financing opportunities that require voter approval include special taxes such as parcel taxes, increases in general taxes such as utility taxes, sales and use taxes, business license taxes, and transient occupancy taxes. Communities may elect to form business improvement districts to

finance supplemental services, or Mello-Roos districts to finance development-related infrastructure extension. Agencies may finance facilities with voter-approved (general obligation) bonded indebtedness.

Plumas Brophy Fire Protection District (PBFPD) staffs its stations part-time during daytime hours and relies on-call firefighters in the evenings and on weekends. One of the District's stations lack storage capacity for modern apparatus and needs replacement. In addition, 75 percent of the District's vehicles and equipment need to be replaced due to old age.

Adequacy of Public Services

The professionally staffed fire providers, including LFPD, LRBVCSD, Marysville, OPUD, and Wheatland, generally demonstrates best management practices regarding financial management, employee management, capital planning, and planning for future growth.

Due to the expansive size of the districts, rough terrain in some areas, and reliance on on-call firefighters, the foothill fire departments all greatly exceeded NFPA and CPSE fire response guidelines. In fact, the only two jurisdictions that responded within the NFPA guideline 90 percent of the time were the cities of Wheatland and Marysville, due to their compact size.

Bi-County Ambulance exceeded response time standards for portions of Beale AFB.

Growth and Population Projections

Service calls for fire and emergency medical providers have been increasing and are expected to continue growing as a result of population growth.

The wildland interface areas—where structures and development meet or intermingle with undeveloped wildland or vegetative fuel—are expanding as more people are building homes in such areas, which will increase demand for effective fire service.

Financial Ability of Agencies to Provide Service

In Wheatland, PBFPD and SFPD, fire service levels have been constrained by financing. Fire stations are not staffed in the evenings, and have been staffed by only one person in the daytime. A newly imposed assessment allowed the City and PBFPD to double its paid staffing level in FY 07-08.

Status of, and Opportunities for, Shared Facilities

Fire and EMS providers in Yuba County rely on each other for mutual and automatic aid assistance to optimize response times.

The fire and EMS providers in Yuba County practice extensive facility sharing, including jointly operated stations, law enforcement substations in the fire stations, sharing of training

facilities and specialized equipment, and sharing of space with other organizations for meetings. Wheatland and PBFPD jointly finance the Wheatland Fire Authority, a JPA that provides fire service to both agencies' service areas.

Streets

Present and Planned Capacity of Public Facilities and Infrastructure Needs

Caltrans maintains SR 20 and 70 through Marysville and SR 65 through Wheatland. SR 70 operates at LOS "F" from 1st Street to 10th Street and SR 20 operates at LOS "E" on the Feather River Bridge (from Sutter Street to I Street), during peak conditions. SR 65 operates between LOS "D" and LOS "F" on all roadway segments through the City of Wheatland during peak conditions.

A long-range infrastructure need for Wheatland is the SR 65 bypass, although the project is not expected to be completed until at least 2025. An SR 65 bypass study is currently being prepared to analyze the feasibility of various highway realignments in conjunction with development in and around the City. The total cost of the bypass is estimated at \$264 million, with the majority of funding coming from development impact fees collected by the City and County. The first phase of the bypass will include an interim arterial road in the location of the final bypass and improvements to the existing SR 65, estimated to cost \$40 million. A time frame for the first phase of the bypass has not yet been set.

All road segments maintained by the City of Wheatland operate at LOS "A" or "B." Three-quarters of the streets maintained by the City of Wheatland need some level of rehabilitation or major maintenance activities. As the majority of the City's road system has not been overlaid or reconstructed since 1960, there is a significant backlog of deferred maintenance.

The City has established a priority list of streets for rehabilitation or major maintenance activities and the plan will be implemented as funding becomes available.

Adequacy of Public Services

The City of Wheatland reported that it does not have a Pavement Management System to generate a PCI score but anticipates having one in place by the end of 2008¹.

Wheatland had on average the shortest response times for street damage repair.

Financial Ability of Agencies to Provide Services

All providers' financial ability to provide services is constrained by available revenues and legal limitations on revenue increases. The City of Wheatland and Yuba County both have a significant backlog of deferred maintenance due to funding shortages. Both Wheatland and Yuba County reported that the most significant service challenge to the provision of street

¹ City contact to confirm status.

maintenance is providing adequate funding for necessary maintenance and improvements.

APPENDIX D – WAGES, HOURS AND MOU, LOCAL AGENCIES (SEPARATE ATTACHMENT)

This file is provided as a separate attachment.

APPENDIX E – WFA CAPITAL EXPENDITURE

Wheatland Fire Authority Capital Expenditure Analysis

TOOLS AND EQUIPMENT

Hose	Quantity	Costs
50-foot lengths 1 ¾" attack line (\$242)	101	\$24,442
50-foot lengths 2 ½ "hose (\$311)	68	\$21,148
50-foot lengths 3" supply line (\$437)	246	\$107,502
100-foot lengths of 5" supply line (\$1494)	47	\$70,218
50-foot length 1 ½ attack line (\$284)	1	\$284

WFA experienced hose failure in 2022 that included 2 lengths of 1 ¾" hose, 1 length of 1 ½" hose, 2 lengths of 2 ½" hose, 5 lengths of 3" hose, and 12 lengths of 5" hose, and in 2023 WFA experienced hose failure to include 2 lengths of 1 ¾" hose, 1 length of 1 ½ " hose, 2 lengths of 3" hose and 1 length of 5" hose. Standards vary on replacement life between 10-20 years, WFA has had success with testing and replacing hose that burst during that test, a safe estimate is to replace 5% of the hose yearly or to continue the practice of replacing hose as it fails hose testing standards.

Emergency Medical Service

The delivery of emergency medical services, particularly advanced life support systems, is a function of Bi-County Ambulance who has provided emergency ambulance services for Yuba and Sutter County beginning in 1976. Bi-County Ambulance is a locally owned and family-owned organization. The Wheatland Fire Authority serves as a Basic Life Support first responder within the Fire Authority and responds to medical emergencies in conjunction with Bi-County. The Wheatland Fire Authority carries an automated external defibrillator. An automated external defibrillator (AED) is a lightweight, portable device. It delivers an electric shock through the chest to the heart when it detects an abnormal rhythm and changes the rhythm back to normal.

AEDs help people who have a sudden cardiac arrest, which occurs when the heart suddenly stops beating regularly. This happens when the heart's natural electrical system does not work correctly. If not treated within minutes, cardiac arrest quickly leads to death.

EMS Equipment

6 Automated External Defibrillators plus (\$1934 each)	\$11,604
<i>Estimated lifespan of 8 years.</i>	

Thermal Imaging Camera

3 units- ordered 2019 (\$1167 each)	\$3500
<i>Estimate lifespan of 10 years.</i>	

Gas Detector

3 units ordered 2019 (\$410 each) \$1,300
Estimated lifespan 2 years.

Saws

2 Rotary (\$1240 ea.)	\$2,480
15 chain saws (\$380 ea.)	\$5700
Carbide Chain	\$460
<i>Estimated lifespan of saws 10 years</i>	
2 trash pumps (\$860 ea.)	\$1,720
<i>Estimated lifespan of pumps 15 years.</i>	
4 Positive Pressure Fans (\$2500 ea.)	\$10,000
<i>Estimated lifespan 15 years.</i>	

Portable Scene Lights

2 tower lights (2023)	\$449 ea.
1 tower light 5 plus years old	\$449 ea.
4 shop lights on Rescue (10 plus years old)	\$449 ea.
<i>Estimated lifespan of lighting is undetermined.</i>	

Extrication Tools

Electric Hydraulic cutter 2 sets 2022/23 (\$50,000 ea.)	\$100,000
Hydraulic tool set 1990	\$50,000 ea.
Hydraulic took set 2003/04	\$50,000 ea.

Estimated lifespan of extrication tools 10 years.

Tools and equipment: Fire apparatus is a giant toolbox that delivers the needed tools to the scene of an emergency. This includes ladders, hoses, saws, and specialized rescue equipment to meet that challenge. The equipment is expensive and highly regulated, fire crews must depend on working equipment that requires continual maintenance. This is a major challenge for mostly volunteer firefighting organizations.

Ground Ladders

Five 24' Extension ladders (\$1075 ea.)	\$5,375
Five 14' roof ladders (\$502 ea.)	\$2,510
One 16' Extension ladder (\$1,534 ea.)	\$1,534
One 35' Extension ladder (\$2,470 ea.)	\$2,470
Five attic ladders (\$362 ea.)	\$1,810
Two 14' extension ladders (\$727 ea.)	\$1,454

Estimated lifespan of ladders 15 year or replace with apparatus.

Self-contained breathing apparatus

23 SCBA full sets (2017)	\$5,511	\$126,753
18 Spare SCBA bottles	\$819	\$14,742
5 spare masks	\$450	\$2250
2 mini escape bottles	\$720	\$1440
Air compressor for refilling system (2012)		\$44,000

Estimated lifespan of SCBA 10 years.

Estimated lifespan of air compressor 20 years.

SCBA: Create a replacement plan for the Self-Contained Breathing Apparatus. Per NFPA standard 1981, composite SCBA bottles have a life span of 15 years. Significant code changes have dictated that SCBA should be updated with changes in technology, new OSHA laws dictate these changes based on failures, and new breathing air standards regarding low-pressure alarm changes. SCBA allows firefighters to enter toxic environments that need constant maintenance and repairs.

Communications

17 Portable radio and batteries (2022)	\$3,108 ea.	\$52,836
2 Station base radio (2009)	\$2618 ea.	\$5236
1 Station base radio (2023)	\$2618 ea.	\$2618
Apparatus radios 4- (2022)	\$3,180 ea.	\$12,720
Apparatus radios 10-over 15 years of age		\$31,800

Estimated lifespan of radios is undetermined.

Personal Protective Clothing**Structural Firefighting**

24 Coats (\$2000 ea.)	\$48,000
24 Pants (\$1500 ea.)	\$36,000
24 Helmets (\$469 ea.)	\$11,256
24 Gloves (\$140 ea.)	\$3,360
24 Boots (\$484 ea.)	\$11,616
24 Hoods (\$52 ea.)	\$1,248

Wildland Firefighting

24 Coats (\$235 ea.)	\$5,640
24 Pants (\$325 ea.)	\$7,800
24 Single layer pants (\$275 ea.)	\$6,600
24 Helmet shrouds (\$55 ea.)	\$1,320
24 Helmets (\$72 ea.)	\$1,728
24 dual compliant boots (\$335 ea.)	\$8,040
20 sets of Engine web gear (\$155 ea.)	\$3,100
22 Fire shelters (\$529 ea.)	\$11,638

Estimated lifespan of PPE is 10 years.

Personal Protective Equipment: Create a replacement plan for PPE. NFPA standard 1851 calls for PPE to be placed out of service and replaced 10 years after the manufacturer's date. Each Firefighter should have two full sets of turnouts-one in service and a back-up set should the in-service set sustain damage or need cleaning.

Lifespan caution

All lifespan estimated are industry averages. The variables include actual use, maintenance, storage, and weather will affect how long something lasts. The National Fire Protection Association provides some guidelines for maintenance and use. Technology is difficult to predict and, often time, radio systems will work beyond their expected usage but need to be replaced to continue with interoperability with allied agencies.

Fire Agencies have time-tested standards for the specification, purchase and acceptance of equipment as outlined in the National Fire Protection Standards. These NFPA standards were designed and developed to ensure that fire agencies standardized the purchase and replacement of equipment, and those municipalities were protected from litigation.

Firefighting Apparatus

ITEM	AGE	Suggested LIFESPAN	Suggested REPLACE YEAR
APPARATUS			
Engine 411(2002)	22	15/5	Past
Engine old 411(1949)	75	Historic	Historic
Engine 413 (2001)	23	15/5	Past
Engine 421(2022)	2	15/5	2037
Brush 431(2001)	23	15/5	Past
Brush 432 (1986)	38	15/5	Past
Brush 433 (1986)	38	15/5	Past
Utility 460 (2004)	20	20	2024
Engine 462 (2000)	24	15/5	Past
Rescue 467 (1978)	46	15/5	Past
Engine 472 (1981)	43	15/5	Past
Tender 478 (2015)	9	15/5	2030
Drone 425 (2021)	3	20	
Trailer 499 (2021)	3	25	2046
Utility 410 (2014)	10	15	2029
Chief 400 (2022)	2	10	2032
Jet ski (2) and trailer (2023)	1	10	2033

Apparatus: The ability to create a vehicle replacement fund and schedule replacement for all apparatus including staff and utility vehicles would assist with long-range planning for the Fire Authority. Type 1 engines (generally structural engines) have a typical life span of 12 years. Brush engines and squads, due to lower usage, have a lifespan of 15 years. All other vehicles

have a typical life span of 10 years. Common practice is to place Type 1 engines into a reserve status for 5 years after being taken out of front-line service to serve as a backup engine for extra staffing needs and when the apparatus is in the shop. These apparatuses are started and run at Code 3 driving conditions with little or no warm-up.

Apparatus Replacement Cost provided by the California Governor's Office of Emergency Service Fire and Rescue Branch. Each apparatus purchase bid includes the opportunity for local government agencies like the Wheatland Fire Authority to "piggyback" the bid and they will be guaranteed the same price. These are the current costs for 2024. The Type 1 engine bid will be updated in 2025.

Structure Engine

Type 1 Engine Fire Apparatus	\$540, 561
Type 1 Equipment Package	\$169, 298

Wildland/Brush Engine(s)

Type 3 Engine Fire Apparatus	\$352,867
Type 3 Equipment Package	\$65,777
Type 6 Engine Fire Apparatus	\$215,599 (this was the 8-3-2020 price)
Type 6 Equipment Package	\$41,826

Fire Apparatus Replacement

The National Fire Protection Association (NFPA) offers some fire apparatus replacement guidelines that a department should take into account before their next purchase. First, departments should execute caution when considering whether to refurbish or update their current apparatus. While it may seem like a good, quick fix, these smaller fixes add up quickly. Any trucks over 20 years old will see no value from upgrading, and after 25 years, a fire apparatus should be retired.

The NFPA has also provided a list of questions to answer as your department completes the purchasing process:

- What is the **true** condition of the truck?
- Has it been in any accidents, or has it encountered any other significant issues?
- Does it meet the needs of your department?
- Is it fully operational, or does it just "get by"?
- Will a refurbished apparatus be as safe and operational as a new truck?
- Will it continue to work or is it obsolete?
- What is the cost per year?
- What is the trade-in value?
- Has it been long enough that you will lose all your value?

NFPA 1901: Standard for Automotive Fire Apparatus is one of our more important governing documents because it addresses the one thing that every fire department has: fire apparatus.

NFPA 1901 has several companion standards that are equally important for the safe, effective, and efficient operation of fire apparatus.

- NFPA 1906: Standard for Wildland Fire Apparatus.
- NFPA 1911: Standard for the Inspection, Maintenance, Testing, and Retirement of In-Service Automotive Fire Apparatus.
- NFPA 1912: Standard for Fire Apparatus Refurbishing.

The 2017 edition of NFPA 1911 was released following its revision and updating process. The standard provides the recommended minimum requirements for establishing a program for the inspection, maintenance and testing of in-service fire apparatus.

It also contains guidelines for fire apparatus refurbishment and retirement; the standard recommendations apply to all in-service fire apparatus, regardless of the year of manufacture. NFPA 1911, Appendices D.2 provides the objective criterion that fire departments should use to evaluate whether an apparatus is still fit for duty. Here is a look at some key factors:

- Vehicle road mileage.
- Engine operating hours.
- The quality of the preventative maintenance program.
- The quality of the driver training program.
- Whether the fire apparatus was used within its design parameters.
- Whether the fire apparatus was manufactured on a custom or commercial chassis.
- The quality of workmanship by the original manufacturer.
- The quality of the components used in the manufacturing process.
- The availability of replacement parts.

NFPA 1911, Appendix D.5: Refurbishing or Replacing Fire Apparatus

The technical committee cautions fire department administrators and fire chiefs to exercise extra care when evaluating the cost of refurbishing or updating existing fire apparatus versus the cost of new fire apparatus.

The committee provides objective criteria for fire administrators and fire chiefs to use when conducting their cost-benefit analysis of the value of upgrading or refurbishing a piece of fire apparatus.

Here are six questions the committee members say should be part of that analysis.

1. What is the true condition of the existing apparatus?
2. What technology advances for improved safety, effectiveness and efficiency does the fire apparatus lack?
3. Does the incumbent fire apparatus still meet its original operational needs?
4. If refurbished, how will the fire apparatus compare to new fire apparatus for its level of safety and operational capabilities?

5. How will the anticipated yearly cost to operate for a refurbished unit compared to that of a new fire apparatus?
6. Is there a current trade-in value for the incumbent apparatus that might not be there in the future?

Facilities

Fire Station 1 (313 Main Street, Wheatland, California)

Houses Main Administration, built in the mid 1920's, the building has gone through two additions in the mid 1970's.

Fire Station 2 (3282 Spencerville Road, Wheatland, California)

This is a three-bay metal building, and this structure was built in the mid 1980's.

Fire Station 3 (4514 Dairy Road, Wheatland, California)

The main building is an old barracks from the 1950's at Beale Air Force base. There have been no remodels on the main building. One external metal building was installed in the mid 1990's.

Facilities: Fire Stations have a typical life span of 50 years due to their heavy use. Many fire stations were built for the size of fire apparatus in the late 50's and 60's. Although in Wheatland several remodels have occurred at these fire stations, their basic design was for smaller fire apparatus and less safety features. All fire stations are considered essential service buildings and fall under California law Health and Safety Code, Division 12.5 Buildings Used by the Public.

Essential Services Buildings Seismic Safety Act of 1986

ARTICLE 1. General Provisions [16000 - 16001]

(Article 1 added by Stats. 1985, Ch. 1521, Sec. 1.)

16000.

This chapter shall be known and may be cited as the Essential Services Buildings Seismic Safety Act of 1986.

(Added by Stats. 1985, Ch. 1521, Sec. 1.)

16001.

It is the intent of the Legislature that essential services buildings, which shall be capable of providing essential services to the public after a disaster, shall be designed and constructed to minimize fire hazards and to resist, as far as practical, the forces generated by earthquakes, gravity, and winds. It is also the intent of the Legislature that the structural systems and details set forth in working drawings and specifications be carefully reviewed by the responsible enforcement agencies using qualified personnel, and that the construction process be carefully and completely inspected. To accomplish these purposes, the Legislature intends to provide for the establishment of building standards for earthquake, gravity, fire, and wind resistance based

upon current knowledge, and intends those procedures for the design and construction of essential services buildings be subjected to qualified design review and construction inspection.

It is further the intent of the Legislature that the nonstructural components vital to the operation of essential services buildings shall also be able to resist, as far as practical, the forces generated by earthquakes, gravity, fire, and winds. The Legislature recognizes that certain nonstructural components housed in essential services buildings, including, but not limited to, communications systems, main transformers and switching equipment, and emergency backup systems, are essential to facility operations and that these nonstructural components should be given adequate consideration during the design and construction process to assure, insofar as practical, continued operation of the building after a disaster.

(Added by Stats. 1985, Ch. 1521, Sec. 1.)

APPENDIX F – PPE

Changes to the California Code of Regulations for Firefighting Personal Protective Clothing and Equipment PPE.

State of California

Natural Resources Agency

Memorandum

To: All CAL FIRE Employees

Date: October 27, 2022

Telephone: (916) 653-7772

Website: www.fire.ca.gov

Gabrielle Avina

From: Gabrielle Avina
Deputy Director, Cooperative Fire Protection
California Department of Forestry and Fire Protection (CAL FIRE)

Subject: Changes to California Code of Regulations for Firefighting Personal Protective Clothing and Equipment (PPE)

Pursuant to California Labor Code Section 147.4, the Department of Industrial Relations (DIR) Occupational Safety and Health Administration (Cal/OSHA) Standards Board has proposed revisions to the existing Title 8 Safety Orders for firefighters' personal protective clothing and equipment (PPE) to remove outdated terminology, design and performance criteria and incorporate National Fire Protection Association (NFPA) standards regarding PPE for firefighters. With these updates to regulation, there will be changes to CAL FIRE policies on the selection, inspection, care, maintenance, retirement, and recordkeeping related to PPE. These new regulations are anticipated to become effective January 1, 2023.

The changes brought forth by this regulation are summarized below. Please note, the CAL FIRE Safety Program is working on updating policies, procedures, Injury and Illness Prevention Plan (IIPP) documents, PPE Specifications, Hazard Risk Assessments (HRAs) and other related materials to reflect the new regulation requirements.

SELECTION:

The following purchasing standards will be in effect July 1, 2023 for all helmets, eye and face protection, hoods, shrouds, body protection, gloves, and boots:

- Structural Firefighting Protective Ensemble (SFPE) elements purchased must be third party certified to NFPA 1971, Standard on Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2018 Edition or newer.
- Wildland Firefighting Protective Ensemble (WFPE) elements purchased must be third party certified to NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting, 2016 Edition or newer.

In service SFPE elements, excluding helmets, that do not meet NFPA 1971, 2014 Edition or newer must be retired by July 1, 2023. Structural helmets not meeting NFPA 1971, 2014 Edition or newer must be retired ten (10) years from the date of manufacture. In

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service WFPE elements that do not meet NFPA 1977, 2011 Edition or newer must be retired effective July 1, 2023.

PPE ensemble elements that are NFPA compliant will have a label certifying that they are approved to the applicable standards. PPE ensemble elements without a label are considered non-compliant due to the inability to identify certification and manufacture information.

INSPECTION:

These regulations require that all SFPE and WFPE elements undergo a routine inspection at the time of issuance, the beginning of each shift, and after each use. A routine inspection, as defined by NFPA, is an inspection conducted by the end user of the garment to determine whether PPE has been damaged, soiled or contaminated. The details on what must be reviewed during a routine inspection is available in both NFPA 1851 (SFPE) and NFPA 1877 (WFPE). Routine inspection guides are being developed based on these requirements and will be distributed once completed.

Additionally, all SFPE elements must have an advanced inspection completed when a routine inspection determines potential damage and at least annually, regardless of whether the element has been used since the last advanced inspection. An advanced inspection is a documented inspection, conducted by a verified Independent Service Provider (ISP), that meets NFPA 1851. The new regulations allow CAL FIRE until January 1, 2024 to become fully compliant with the advanced inspection requirements for SFPE elements.

For WFPE elements, an inspection completed by someone other than the end user must be conducted and documented at least annually.

These new requirements will change how CAL FIRE employees conduct their annual PPE inspections. Due to the requirement for SFPE elements to be annually inspected by a verified ISP, they will no longer be included on the Annual Focus on Safety's PPE Inspection Checklist. This checklist will now be utilized to document the required annual inspection of WFPE elements.

Due to the recordkeeping requirements explained below, all SFPE and WFPE element inspections shall be tracked using the ensemble elements unique identification or serial number.

CLEANING & DECONTAMINATION:

Effective January 1, 2024, all SFPE elements must be cleaned and decontaminated in accordance with NFPA 1851, Standard on Selection, Care, and Maintenance of Protective Ensembles for Structural Fire Fighting and Proximity Fire Fighting, 2014 Edition. The cleaning for SFPE elements requires that preliminary exposure reduction, frequently referred to as gross decontamination, be conducted. After preliminary exposure reduction is completed, SFPE elements must undergo an advanced cleaning. Advanced cleanings for structural jackets, pants, and hoods require the use of an NFPA 1851 compliant extractor, not a household style washing machine.

Effective January 1, 2023, all WFPE shall be spot cleaned or machine washed after every use to remove soiling. Washing of WFPE shall follow the manufacturer's instructions.

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The changes to regulation require that any WFPE elements not within ten (10) years from the date of manufacture be retired and replaced immediately. Any SFPE elements not within 10 years from the date of manufacture must be retired by January 1, 2026, allowing CAL FIRE three (3) years from the effective date of the regulations to complete the replacement process.

Employees should be aware that the ten (10) year lifespan of PPE is based on the date that the ensemble element was manufactured, not the date it was purchased. This means that if a pair of boots, gloves, or other ensemble element were manufactured three (3) years before the date of purchase, it would now have seven (7) years remaining before it must be retired. If you are unsure about whether ensemble elements must be retired, please contact the Safety Program for clarification.

While the new regulations allow CAL FIRE some variances to become fully compliant with the new requirements, the Safety Program urges all Regions, Units, Programs and Training Centers to begin implementing them as soon as possible. This will ensure that the Department is fully prepared for the enforcement of the regulations when the variances expire.

As more information becomes available, the Safety Program will provide additional updates. As funding sources are identified to assist in the implementation of these new requirements, the Safety Program will utilize surveys to conduct a needs assessment within each Region, Unit, Program and Training Center.

If you have any questions related to this memo or the new regulation requirements, please send them to CALFIRE.DepartmentSafetyOfficer@fire.ca.gov. The Safety Program will respond to inquiries and release additional guidance, as necessary.

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