



REGULAR CITY COUNCIL MEETING Agenda

October 28, 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 regular City Council meeting on October 14, 2025.

[3.2](#) Investment Report for the Quarter Ended September 30, 2025

[3.3](#) Consideration and Adoption of Resolution Authorizing Yuba County to File for a Waste Tire Grant and Collect Tires County-Wide

[3.4](#) Consideration and Adoption of Resolution Authorizing Execution of a Grant Agreement with Yuba Water Agency for Development of a Stormwater Master Plan

[3.5](#) Consider Adopting Resolution No. 48-25 Accepting the Public Improvements Constructed by the First Street Senior Apartments Project as Complete, Accepting the Associated Dedications of Land and Authorizing the Filing of a Notice of Completion.

4. PUBLIC HEARING

4.1 Introduce and Waive the First Reading of Ordinance Approving Amendment No. 4 to the Third Amended and Restated City of Wheatland Development Agreement Concerning the Caliterra Ranch (formerly known as Jones Ranch) Subdivision and Dale Investments, LLC.

4.2 Introduce and Waive First Reading of Ordinance Amending Section 18.09 of the Wheatland Municipal Code Relating to On-Site Cannabis Consumption.

5. PRESENTATIONS

5.1 Ceremonial Swearing in of Police Officer Matias Carrazco

5.2 Update on South County Infrastructure Project

6. REGULAR CALENDAR

6.1 Consideration and Adoption of Resolution Authorizing Execution of an Employment Agreement with Terrence Y. Hill for the Position of Public Works Director

6.2 Consideration and Adoption of Resolution Authorizing Execution of an Employment Agreement with Michael C. Garlock for the Position of Police Chief

7. REPORTS

8. CLOSED SESSION

8.1 Conference with Legal Counsel - Anticipated Litigation (Government Code Section 54956.9) 1 Case

9. 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

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1. OPENING MATTERS

1.1 Call to Order and Roll Call

PRESENT

- Mayor Angela Teter
- Vice Mayor Lisa McIntosh
- Council Member Bob Coe
- Council Member Brian Abe
- Council Member John Abe

OTHERS PRESENT

- City Manager, Bill Zenoni
- Susan Mahoney, Finance Director
- Dane Schilling, City Engineer
- Kirk Rekers, Police Chief
- Jennifer Buckman, City Attorney
- Gavin Ralphs, City Attorney

1.2 Pledge of Allegiance to the Flag

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None

3. CONSENT CALENDAR

Motion made by Council Member B. Abe, Seconded by Council Member Coe to **approve minutes from the Regular City Council meeting on September 9, 2025 and the special City Council meeting on September 9, 2025 and Resolution No.45-25 Approving the Transfer of Funds form the Claiterra Impact Fee Fund to the Sewer Collection Impact Fee Fund.**

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

4. REGULAR CALENDAR

4.1 Consideration and Adoption of Resolution Approving an Amended Wheatland Police Officers Association Memorandum of Understanding

Motion made by Council Member B. Abe, Seconded by Council Member Coe to **adopt Resolution No. 46-25 Approving an Amended Police Officers Association Memorandum of Understanding.**

4.2 Budget Status Report

Finance Director Susan Mahoney presented the staff report for the Budget Status Report. Informational item.

5. REPORTS

City Engineer D. Schilling reported on the SYTIA meeting.
City Manager B. Zenoni reported on a workshop with discussion of development agreements and impact fees, award of the COPS grant and receiving notification of a \$650,000 grant from the Yuba Water Agency for storm water management.
Mayor Teter reported on the SERVA fund raising event

6. CLOSED SESSION

The meeting adjourned to Closed Session at 6:25 p.m.

7. ADJOURN

There being no further business, Mayor Angela Teter adjourned the meeting at 7:45 p.m.

Angela Teter, Mayor

ATTEST:

Lisa J. Thomason, City Clerk

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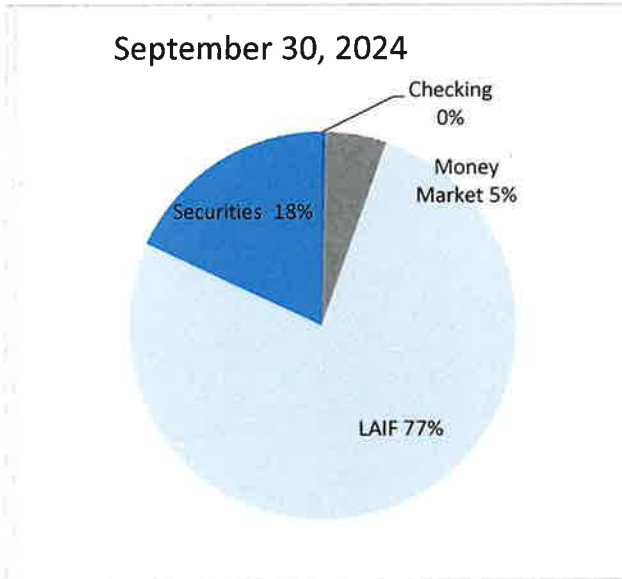
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QUARTERLY INVESTMENT REPORT
As of September 30, 2025

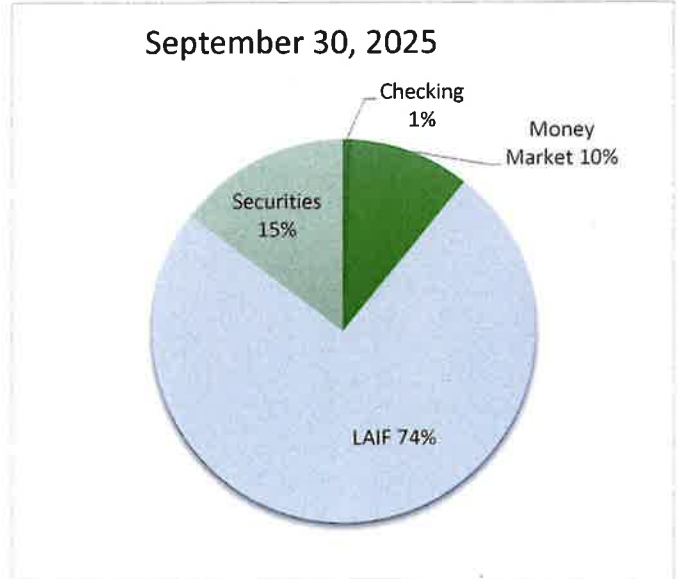
Current Investment Summary

Type of Investment	Percent of Total Investments	Yield	Book Value	Market Value
Five Star Bank Checking Account	0.77%	0.00%	137,822.74	137,822.74
Five Star Bank Money Market Fund	10.13%	4.34%	1,812,151.71	1,812,151.71
Cash on Hand	0.00%	0.00%	600.00	600.00
Local Agency Investment Fund (LAIF)	74.40%	4.34%	13,308,466.03	13,308,466.03
Certificates of Deposit/Federal Securities	14.70%	4.35%	2,628,900.42	2,643,706.32
Total City Investments	100.0%		17,887,940.90	17,902,746.80

Percentage of Investments by Type - Year over Year



September 30, 2024
Total City Investments \$16,600,865.75



September 30, 2025
Total City Investments \$17,902,746.80

The following confirmations are made pursuant to California Code Sections 53600 et seq.:

1. Investments as of September 30, 2025 are in compliance with the City's Investment Policy
2. There were sufficient funds available to meet the City's expenditure requirements for the next six months.

Susan Mahoney

October 28, 2025
Date

**City of Wheatland
CD's and Federal Treasuries
Quarter Ending September 30, 2025**

	Book Value			Brokers			Settlement Date	Maturity Date	Interest Rate	Est. Annual Income	CUSIP
	MBS Book	MBS Market	TVI Market	MBS Book	MBS Market	TVI Market					
State Bank of India CD	125,000.00	125,136.25					11/20/2023	11/20/2025	5.40%	6,750.00	856285417
Flagstar Bank CD	125,000.00	125,147.50					12/21/2023	12/23/2025	4.65%	5,812.50	33847GBM3
Baxter Credit Union CD	100,000.00		100,188.00	100,000.00			1/22/2024	1/22/2026	4.65%	4,650.00	07181JBE3
UBS Bank CD	125,000.00	125,493.75					3/13/2024	3/13/2026	4.80%	6,000.00	90355GLM6
Prime Alliance Bank CD	100,000.00		100,462.00	100,000.00			4/22/2024	4/22/2026	4.70%	4,700.00	74160NLB4
Bank of America CD	115,000.00		115,043.70	115,000.00			2/12/2025	2/12/2026	4.20%	4,830.00	06051XPT3
Morgan Stanley Bank CD	100,000.00		100,621.00	100,000.00			5/8/2024	5/8/2026	5.00%	5,000.00	61690DQN1
BNY Mellon CD	100,000.00		100,293.00	100,000.00			6/17/2025	6/17/2026	4.30%	4,300.00	06405VJK6
Flagstar Bank CD	119,000.00	119,879.41					7/11/2024	7/10/2026	4.85%	5,771.50	33847GJS2
Morgan Stanley Bank CD	130,000.00	130,637.00					5/7/2025	5/7/2027	4.05%	5,265.00	61690D4C9
Morgan Stanley Bank CD	100,000.00		101,842.00	100,000.00			5/15/2024	5/17/2027	4.90%	4,900.00	61690DQX9
Global Federal CU CD	130,000.00	131,248.00					6/30/2025	6/30/2027	4.25%	5,525.00	37892MAWA4
Toyota Financial Savings CD	100,000.00		101,645.00	100,000.00			7/18/2024	7/19/2027	4.65%	4,650.00	89235MPS4
Valley National Bank CD	200,000.00	200,694.00					9/10/2024	9/10/2027	3.85%	7,700.00	919853NX5
American Express Bank CD	200,000.00	200,782.00					9/11/2024	9/13/2027	3.85%	7,700.00	02589AFB3
Celtic Bank Salt Lake CD	130,000.00		131,107.60	130,000.00			12/20/2024	12/20/2027	4.05%	5,265.00	15118RT31
Goldman Sachs Bank	100,000.00	100,715.00					1/14/2025	1/14/2028	4.00%	4,000.00	38150VJ59
Toyota Financial Savings CD	100,000.00	101,349.00					2/13/2025	2/14/2028	4.25%	4,250.00	89235MRA1
Goldman Sachs Bank	100,000.00		100,830.00	100,004.11			3/18/2025	3/20/2028	4.00%	4,000.00	38150VS34
BMW Bank CD	110,000.00		110,228.80	110,000.00			4/17/2025	4/17/2028	3.75%	4,125.00	05612LEG3
BNY Mellon CD	100,000.00	100,467.00					5/7/2025	5/8/2028	3.85%	3,850.00	05584CX27
Cash w/ Broker	2,509,000.00	1,454,000.00	1,062,261.10	1,055,004.11					4.35%	\$ 109,044	
TOTAL	119,896.31	111,888.98	8,007.33	8,007.33							
	2,628,896.31	1,565,888.98	1,070,268.43	1,063,011.44							

TRANSACTIONS

Purchased

none

Redeemed

1. \$100,000 4.50% Simmons Bank - purchased 01/11/2024, matured 07/11/2025

Section 3, Item # 3.2



City Council Meeting Staff Report

Meeting Date: October 28, 2025

Subject: Investment Report for the Quarter Ended September 30, 2025

Prepared By: Susan Mahoney, Finance Director

Recommendation: Staff recommends that the Wheatland City Council receive and file the Quarterly Investment Report for the quarter ended September 30, 2025.

Discussion: The City’s investment objectives are governed by State law and by the City’s adopted Investment Policy. The Quarterly Investment Report provides information regarding the City’s investments in accordance with the Investment Policy.

The attached report is a summary of all cash and investment activity for the quarter ended September 30, 2025. The City follows the practice of combining cash and investments for all funds. Except for the Pool Operations Fund, interest earned on combined cash and investments is allocated quarterly to the various funds based on the respective fund’s cash balance. Interest earned on the cash balance in the Pool Operations Fund is calculated solely on LAIF (State of California Local Agency Investment Fund) earnings.

Cash

Total cash for all funds decreased \$266,494 in the quarter ending September 30, 2025. This decrease is mainly due to outstanding receivables for the City’s Comprehensive Drinking Water and Regional Sewer Connection projects.

Interest Earnings

Total interest earnings for the quarter were \$187,075; an decrease of \$16,006 over the same quarter in 2024. Most of the City’s idle cash is invested in LAIF. The LAIF interest rate for the quarter ending September 30, was 4.34%, down from 4.40% in June 2025. The average rate of return for the City’s investments in CDs and federal securities was 4.35% for the quarter.

Investment Activity

The City uses a CD Ladder investment strategy with a maximum duration of three years. During the quarter one CD matured. As interest rates continue to drop, the City will invest the majority of matured CDs in LAIF as their rates will be higher than market rates. Details are included in the accompanying report.

Fiscal Impact: This report is for information only.

Attachments: 1. Quarterly Investment Report as of September 30, 2025.



City Council Meeting Staff Report

Meeting Date: October 28, 2025

Subject: Consideration and Adoption of Resolution Authorizing Yuba County to File for a Waste Tire Grant and Collect Tires County-Wide

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing Yuba County to file for a waste tire grant and collect tires county-wide.

Discussion: At least as far back as 2011, the City of Wheatland has participated in a cooperative grant funded program with Yuba County for the collection and recycling of used vehicle tires. The attached resolution authorizes Yuba County to submit a grant application on behalf of the City, and to continue to administer the used tire collection and recycling program for Fiscal Year 2026-27.

Fiscal Impact: None

Attachment:

Resolution

RESOLUTION NO. XX-25

**A RESOLUTION OF THE CITY OF WHEATLAND
FOR PARTICIPATION IN THE WASTE TIRE COLLECTION COLLABORATIVE WITH
YUBA COUNTY**

WHEREAS Public Resources Code sections 40000, et seq., authorize the Department of Resources Recycling and Recovery (CalRecycle) to administer various grant programs (Grants) in furtherance of the efforts of the State of California to reduce, recycle and reuse solid waste generated in the State, thereby preserving landfill capacity and protecting public health and safety and the environment; and

WHEREAS funds are allocated and available from CalRecycle for Grants to cities and counties with regulatory authority within the city and county government to perform enforcement/compliance and surveillance activities of entities and/or individuals involved with the waste tire industry; and

WHEREAS, CalRecycle has been delegated the responsibility for the administration of the Program with the State; and

WHEREAS, in furtherance of this authority, CalRecycle is required to establish necessary procedures governing the application, awarding and management of the Grants; and

WHEREAS procedures established by the State and CalRecycle require each applicant's governing body to certify by Resolution its approval of the submittal of a grant application to CalRecycle; and

WHEREAS, Yuba County has agreed to perform activities for the collection of waste tires on behalf of the City of Wheatland.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Wheatland hereby authorizes Yuba County to submit to the California Department of Resources Recycling and Recovery a Collaborative Application for the Waste Tire Enforcement Grant for Fiscal Year 2026-27 on its behalf.

BE IT FURTHER RESOLVED that Yuba County is hereby authorized and empowered to execute all grant-related documents, including, but not limited to, applications, payment requests, agreements and amendments necessary to secure grant funds and to implement and carry out the purposes specified in the grant application.

BE IT FURTHER RESOLVED that Yuba County is hereby authorized to conduct waste tire enforcement activities within the jurisdictional boundaries of the City of Wheatland during the term of the Fiscal Year 2026-27 Local Government Waste Tire Enforcement Grant.

PASSED AND ADOPTED by the City of Wheatland on 28th day of October 2025 by the following vote:

AYES:

ABSENT:

ABSTAIN:

Angela Teter, Vice Mayor

ATTEST:

Lisa J. Thomason, City Clerk



City Council Meeting Staff Report

Meeting Date: October 28, 2025

Subject: Consideration and Adoption of Resolution Authorizing Execution of a Grant Agreement with Yuba Water Agency for Development of a Stormwater Master Plan

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing the City Manager to execute a grant agreement with Yuba Water Agency for development of a Stormwater Master Plan.

Discussion: The Yuba Water Agency Board of Directors, on September 16, 2025, approved a grant to the City of Wheatland in an amount up to \$650,000 for development of a city-wide Stormwater Master Plan. This project has been discussed for years but has been placed on hold due to a lack of funding. The Stormwater Master Plan will study regional hydrology, stormwater runoff and evaluate the adequacy of existing infrastructure for conveying stormwater flows within the city limits. The Stormwater Master Plan will result in development of a list of potential projects to improve flood protection and reduce peak runoff flows. The Stormwater Master Plan will provide the basis for recommended actions on the City's flood management policy, land use planning and new development design standards. The grant period runs from January 1, 2026 to December 31, 2027. A Request for Proposals for development of a Stormwater Master Plan will be issued during the first quarter of 2026. A firm will be selected to complete this project, with an agreement to be presented to the City Council for approval.

Fiscal Impact: The grant from Yuba Water Agency will provide up to \$650,000 for preparation of a Stormwater Master Plan.

Attachments:

1. Resolution
2. Grant Agreement

RESOLUTION NO. XX-25

**A RESOLUTION OF THE CITY OF WHEATLAND
AUTHORIZING EXECUTION OF A GRANT AGREEMENT WITH YUBA WATER
AGENCY FOR DEVELOPMENT OF A STORMWATER MASTER PLAN**

WHEREAS, it is prudent planning for municipalities to have an approved Stormwater Master Plan for land use planning and for reducing the environmental impacts from urban water runoff; and

WHEREAS, the City of Wheatland does not currently have a Stormwater Master Plan; and

WHEREAS, findings from a Stormwater Master Plan would provide the basis for recommended actions on land use planning and development design standards to improve flood protection and reduce peak runoff flows; and

WHEREAS, the Yuba Water Agency Board of Directors, on September 16, 2025, authorized grant funding in an amount up to \$650,000 to the City of Wheatland for development of a Stormwater Master Plan.

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 a grant agreement with Yuba Water Agency (Exhibit A) for funding development of a Stormwater Master Plan.

PASSED AND ADOPTED by the City of Wheatland on 28th day of October 2025 by the following vote:

AYES:
ABSENT:
ABSTAIN:

Angela Teter, Vice Mayor

ATTEST:

Lisa J. Thomason, City Clerk

Agency Grant FRR-WHEAT-002
 Resolution Number 2025-19
 Purchase Order Number PO4244
 Agency Grant Form 001.01



GRANT AGREEMENT

1

2 This Grant Agreement ("**Agreement**") is dated October 3, 2025 and is between YUBA
 3 COUNTY WATER AGENCY, a local public agency (the "**Agency**") and CITY OF
 4 WHEATLAND, a local government agency (the "**Grantee**").

5 Grantee is a local government agency who provides basic municipal services including
 6 water, sewer, wastewater treatment among other services. Grantee is undertaking a project
 7 known as the "Stormwater Master Plan" ("**Funded Project**"). Grantee has submitted a grant
 8 application to Agency requesting financial support for the Funded Project.

9 The Project will study regional hydrology, urban stormwater runoff, and existing
 10 stormwater conveyance infrastructure within Grantee service boundaries. The resulting
 11 Stormwater Master Plan will identify and form the basis for potential capital improvement
 12 projects focused on improving flood protection, reducing peak runoff flow rates, and
 13 reducing the environmental impacts of urban water quality runoff.

14 Agency representatives have reviewed Grantee's grant application and other information
 15 provided by Grantee. They are satisfied that the Funded Project is eligible for Agency
 16 financial assistance under the Agency's governing laws and policies.

17 On September 16, 2025, the Board of Directors authorized the Agency to enter into this
 18 Agreement with Grantee.

19 The parties agree:

20 Article 1
 21 GRANT

22 1.1. **Funded Project.** Agency agrees to provide grant funds to Grantee for certain
 23 expenses incurred by Grantee completing the Funded Project. The Funded Project and
 24 expenses eligible to be paid with grant funds ("**Eligible Expenses**") are further described
 25 on exhibit A, Scope of Work/Grant Application.

26 1.2. **Funding Amount.** The total amount of Eligible Expenses the Agency will
 27 reimburse under this Agreement will not exceed \$650,000 ("**Funding Amount**").

28 1.3. **Term.** The term of this Agreement runs until June 30, 2028 ("**Termination**
 29 **Date**") unless earlier terminated by mutual agreement or by Agency under section 4.1.



1 2.3. **Quarterly Reports.** Grantee must submit quarterly reports to Agency
2 outlining progress made during the quarter for each of the Funded Project tasks. Each
3 quarterly report shall provide a summary of expenses during the quarter and the grant in
4 total. Quarterly reports are due within 45 days after the end of each quarter. All reports
5 require by this section or section 2.4 must be emailed to grants@yubawater.org.

6 2.4. **Final Report.** Grantee shall submit a final report to the Agency. The final
7 report shall demonstrate the beneficial use of Agency funds and successful completion of
8 the Funded Project. The final report is due within 60 days of the earlier of:

- 9 (1) completion of the Funded Project;
- 10 (2) the Termination Date; or,
- 11 (3) exhaustion of the Funding Amount.

12 2.5. **Funded Project Records.** (a) Grantee shall keep and maintain accurate
13 bookkeeping records, accounts, and documents related to the payment of vendors,
14 contractors, suppliers, and others who perform the work on the Funded Project for
15 Grantee, including all invoices, receipts, canceled checks, contracts, purchase orders, and
16 other source documents.

17 (b) These records shall be retained for a period of not less than three years
18 from the final grant payment. These records shall be accessible and available for
19 inspection or audit by Agency, or by its employees, accountants, attorneys or agents, at
20 reasonable times and upon reasonable notice.

21 (c) If the Funding Amount exceeds \$10,000, then, as required by
22 Government Code section 8546.7, this Agreement and performance and payments under
23 it are subject to examination and audit by the State Auditor General for three years
24 following final disbursement by Agency.

25 2.6. **Legal Compliance.** (a) Grantee shall complete the Funded Project in
26 compliance with all applicable federal, state and local laws, regulations and codes,
27 including acquisition of and compliance with all required permits, licenses, entitlements
28 and authorizations.

29 (b) Grantee shall comply with the terms of any CEQA mitigation,
30 monitoring, and reporting requirements imposed by Agency or any other CEQA agency
31 for the Funded Project.

32 2.7. **Labor Code Compliance.** (a) The Funded Project must meet additional
33 requirements in the following subsection if the Funded project involves use of Agency
34 funds for construction, alteration, demolition, installation, or repair work, or involves other
35 matters defined as non-exempt "public works" as provided in Labor Code sections 1720 to
36 1720.4.

1 (b) Grantee and any parties it contracts with for use of Agency funds,
2 including contractors, subcontractors, and subgrantees, shall comply with the Labor Code
3 provisions concerning payment of prevailing wage rates, penalties, employment of
4 apprentices, hours of work and overtime, keeping and retention of payroll records, and
5 other requirements applicable to public works as may be required by the Labor Code and
6 applicable state regulations. See California Labor Code division 2, part 7, chapter 1
7 (sections 1720-1861), which are incorporated in this Agreement by this reference.

8 Article 3
9 DISPUTES

10 3.1. **Inspections.** Agency reserves the right to inspect any portion of the Funded
11 Project to determine whether it is being performed in accordance with this Agreement.
12 Agency may withhold grant payments if it finds a violation of this Agreement until Grantee
13 remedies the violation.

14 3.2. **Default by Grantee.** (a) Grantee will be in default under this Agreement if
15 any of the following occur:

- 16 (1) Grantee or the Funded Project becomes ineligible to receive the grant funds
17 provided by this Agreement;
- 18 (2) substantial breaches of this Agreement by Grantee;
- 19 (3) Grantee making any false statement with respect to this Agreement, or the
20 information submitted to Agency to obtain this Agreement;
- 21 (4) failure to submit timely expense requests or reports;
- 22 (5) Grantee files or there is filed against Grantee a bankruptcy petition (unless, in the
23 case of a petition filed against Grantee, the same is dismissed or stayed within 60
24 days of filing);
- 25 (6) Grantee makes an assignment for the benefit of creditors;
- 26 (7) Grantee becomes insolvent or a material adverse change in Grantee's financial
27 condition occurs;
- 28 (8) Grantee applies for or consents to the appointment of a receiver, trustee, or
29 conservator, or such appointment is made without Grantee's consent and is not
30 vacated within 60 days; or
- 31 (9) Grantee files a petition or resolution of application for reorganization.

1 (b) Agency will provide notice of default to Grantee and provide Grantee
2 at least ten calendar days to cure the default. If Grantee fails to cure the default within the
3 time prescribed by Agency, Agency may do any of the following:

- 4 (1) Require any or all funding paid to Grantee be repaid to Agency;
- 5 (2) Terminate the Agency's obligation to make future payments to Grantee under this
6 Agreement or any other grant agreement between Agency and Grantee;
- 7 (3) Terminate this Agreement; or
- 8 (4) Take any other actions Agency deems necessary to protect its interests.

9 3.3. **Mandatory Mediation.** If a dispute arises out of or relates to this Agreement,
10 and the dispute cannot be settled through negotiation, the parties must first try in good
11 faith to resolve the dispute through non-binding mediation before resorting to litigation.

12 3.4. **Consequential Damages Waiver.** In no event will either party be liable for
13 any loss of profit, indirect, incidental, special, punitive, or consequential damages arising
14 out of or relating to this Agreement.

15 3.5. **Indemnification.** Grantee must indemnify, defend, protect, and hold
16 harmless Agency, and its officers, employees, volunteers and agents from and against any
17 and all liability, losses, claims, damages, expenses, demands, and costs (including but not
18 limited to, attorney, expert witness and consultant fees and litigation costs) of every nature
19 arising out of Grantee's performance of the Funded Project and caused by the negligent or
20 willful act or omission of Grantee and its contractors or subcontractors or their employees,
21 agents, and subcontractors, except where caused by the active negligence, sole
22 negligence or willful misconduct of Agency or as otherwise provided or limited by law.
23 Grantee's obligations under this provision shall survive the termination of this Agreement.

24 3.6. **Limitation of Liability.** Agency's total aggregate liability to Grantee under
25 this Agreement is limited to the Funding Amount.

26 3.7. **Attorney Fees.** If any legal action is brought to enforce or construe this
27 Agreement, the prevailing party shall be entitled to an award of reasonable attorney's fees,
28 expert witness and consultant fees, litigation costs, and costs of suit.

29 3.8. **No Waiver of Rights.** No action by Agency or payment by Agency to
30 Grantee shall be considered or construed to be a waiver of any breach or default by
31 Grantee.

32 3.9. **Notices.** (a) Except as otherwise provided, any notice, demand, or other
33 communication required or permitted to be given under this Agreement must be in writing
34 and delivered in at least one of the following manners:

- 1 (1) in person;
- 2 (2) by prepaid, first-class U.S. mail;
- 3 (3) by a nationally recognized commercial overnight courier service that guarantees
- 4 next day delivery and provides confirmation of delivery; or,
- 5 (4) by email with receipt confirmed by the other party.

6 (b) Notices mailed to Agency must be addressed to Yuba County Water
 7 Agency, Attn: Director of Finance, 1220 F Street, Marysville, CA 95901. Notices sent by
 8 email must be addressed to grants@yubawater.org.

9 (c) Notices mailed to Grantee must be addressed to City of Wheatland,
 10 111 C Street, Wheatland, CA 95692. Notices sent by email must be addressed to
 11 bzenoni@wheatland.ca.gov.

12 Article 4
 13 MISCELLANEOUS

14 4.1. **Authority.** Based on the representations and warranties provided by Grantee
 15 in this Agreement, Agency has determined that supporting Grantee’s Funded Project
 16 through this Agreement will help fulfill the Agency’s mission and that entering into this
 17 Agreement is an authorized and lawful expenditure of Agency funds.

18 4.2. **Budget Contingency.** Agency may suspend its obligation to provide funding
 19 under this Agreement if the Agency’s Board of Directors does not appropriate sufficient
 20 funds in the Agency’s duly approved budget. This term is a condition precedent to the
 21 obligation of Agency to make any reimbursement payments to Grantee under this
 22 Agreement.

23 4.3. **Public Information.** Grantee will coordinate with Agency’s public
 24 communications team concerning Grantee’s public information strategy for the Funded
 25 Project. Agency may use Grantee’s name, logo, information concerning the Funded
 26 Project, and other materials made available to Agency to provide the public with
 27 information concerning the Funded Project and Agency’s participation in the Funded
 28 Project.

29 4.4. **Enclosures.** The following enclosures are attached to this Agreement and
 30 incorporated in full:

- 31 (1) exhibit A, Scope of Work/Grant Application

32 4.5. **Entire Agreement; Amendment.** The parties intend this writing to be the
 33 sole, final, complete, exclusive and integrated expression and statement of the terms of
 34 their contract concerning the Funded Project. This Agreement supersedes all prior oral or

1 written negotiations, representations, contracts or other documents that may be related to
2 this Agreement, except those other documents (if any) that are expressly incorporated in
3 this Agreement. This Agreement may be amended only by a subsequent written
4 agreement approved and signed by both parties.

5 4.6. **Assignment.** This Agreement and all rights and obligations under it are
6 personal to the parties. The Agreement may not be transferred, assigned, delegated or
7 subcontracted in whole or in part, whether by assignment, subcontract, merger, operation
8 of law or otherwise, by Grantee without the prior written consent of Agency. Any transfer,
9 assignment, delegation, or subcontract in violation of this provision is null and void and
10 grounds for the Agency to terminate the Agreement.

11 4.7. **No Third-Party Beneficiaries.** This Agreement is intended solely to benefit
12 the parties and is not for the benefit of, and does not confer any rights on, any non-parties.

13 4.8. **Signatories.** Each party warrants that the person signing this Agreement is
14 authorized to act on behalf of the party for whom that person signs. This Agreement may
15 be executed in two or more counterparts, each of which shall be deemed an original, but
16 all of which together shall constitute the same instrument. Counterparts may be delivered
17 by facsimile, electronic mail (including PDF or any electronic signature complying with
18 California’s Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any
19 other applicable law) or other transmission method. The parties agree that any electronic
20 signatures appearing on the Agreement are the same as handwritten signatures for the
21 purposes of validity, enforceability, and admissibility.

22 The parties are signing this Agreement effective on the date stated in the introductory
23 clause.

24 YUBA COUNTY WATER AGENCY

25 By: 
26 _____
27 Nicholas Whittlesey, Jr.
28 General Manager

29 Approved as to Form:
30

31 By: 
32 _____
33 Andrew Ramos
General Counsel

1

CITY OF WHEATLAND

2

By: Bill Zenoni
Bill Zenoni (Oct 13, 2025 12:59:12 PGT)

3

Bill Zenoni

4

City Manager

From: noreply@civicplus.com
To: [Fallon Cox](#); Grants@YubaWater.org; [Terri Daly](#)
Subject: Online Form Submittal: General Grants
Date: Friday, June 20, 2025 3:17:32 PM

General Grants

Important Information About General Grants and Loans

Board of Director's Community Impact Grant and Loan Program Policy

On October 6, 2020, and upon revision on June 4, 2024, the Yuba Water Agency Board of Directors adopted a Community Impact Grant and Loan Program Policy to establish the principal policies and procedures to govern the application, review, and approval of grants and/or low-interest loans by Yuba Water Agency. Use the links below to learn more about the policy and process for grants and loans.

- [Community Impact Grant and Loan Program Policy](#)
- [Process for Grant and Loan Program](#)

General Grant Application Acceptance Windows and Integrated Regional Water Management Plan

Yuba Water supports coordinated development and use of the Integrated Regional Water Management Plan (IRWMP). Pursuant to policy section 9.0(A), external grant funding shall be leveraged for eligible projects or programs to the extent possible by way of the IRWMP process. To that end, an IRWMP Project Short Form may be required to qualify for a General Grant. IRWMP related grants associated with external grant applications may be submitted at any time. Other grant and loan requests that are not associated with an external grant application shall only be considered during the annual funding request window of **February 1 to March 31**. Use the link below to learn more about the Yuba IRWMP.

- [Yuba Integrated Regional Water Management Plan](#)

Grant reference guide

Prior to submitting a grant request, please use the information below to determine the type of grant that corresponds to your request.

Grant type: Technical assistance

Required in Yuba IRWMP: No, but is a deliverable

Additional information: Expert technical support to develop a project, for

submittal to the Yuba Integrated Regional Water Management Plan

Grant type: Planning

Required in Yuba IRWMP: Yes

Additional information: Design, engineering and/or permitting of an IRWMP project

Grant type: Application

Required by IRWMP: Yes

Additional information: Consulting support for external grant application process and submittal (capacity building grant)

Grant type: Cost share

Required in Yuba IRWMP: Yes

Additional information: Local cost share to support eligibility/competitiveness for external grant application

Grant type: Administration and Management

Required in Yuba IRWMP: Yes

Additional information: Consulting team to support the external grant admin and management (capacity building grant)

Grant type: Implementation

Required in Yuba IRWMP: Yes

Additional information: For projects, including scientific studies, with lack of external grant or other sources

Grant type: Small community

Required in Yuba IRWMP: No

Additional information: Small, one-off grants for projects also aligned with Yuba Water's mission and programs (don't warrant the IRWMP integration)

General Grant Application

*Indicates a required field.

Organization Name Stormwater Master Plan for the City of Wheatland

Organization Type A local government agency within Yuba County.

First and Last Name of Contact Person Dane Schilling

Email Address	dschilling@dccm.com
Mailing Address	11641 Blocker Drive
City or Community Name	Suite 170
State	California
Zip Code	95603
Phone Number	5305373829
General Grant Funding Areas	Flood Risk Reduction, Water Supply and Water Management, Watershed Resilience
Grant Type	Planning grant
Integrated Regional Water Management Plan	Yes, this project has been accepted into the IRWMP. (Please attach Project Short Form below)
Confirmation of External Grant Funding	This application is not related to external funding. (Application will be reviewed during the acceptance window of Feb. 1 - March 31 annually).
Impact to Other Parties	No - the project has no impact on other parties.
Project Title	Stormwater Master Plan
CEQA (select one)	Exempt
Total amount of grant or loan funds requested	\$650,000
Summarize your grant request	The City of Wheatland is requesting grant funds to develop a Stormwater Master Plan for the City. The Master Plan will study the regional hydrology and urban infrastructure for conveying stormwater flows, identify and prioritizes short-term and long-term potential capital improvement projects for reducing impacts while the utilizing the resource. The project aims to reduce the volume of stormwater runoff and preserve natural waterways. The City's stormwater has the potential for conjunctive use by completing projects that promote groundwater recharge, providing wildlife habitat and recreation. The Master Plan will involve a comprehensive desktop study to identify issues and develop effective solutions for improving stormwater management.
Scope of Work	COW - Stormwater MP.docx

(Required): To be considered for a Yuba Water grant, a detailed scope of work is required. Please complete the template provided below and upload to the application using the "browse" button.

Scoring Criteria: Yuba Water's Board of Directors establishes grant funding limits on an annual basis. To fairly evaluate and score each grant application, agency staff use the six (6) criteria listed below. Prior to completing each of the nine criteria questions, we encourage applicants to review the scoring criteria outline.

Detailed scoring criteria

*Indicates a required field.

Criteria 1: Consistency with Agency Grant Program Policy and subject area goals

Is this project consistent with goals, objectives and strategies stated in an Agency's Community Impact Grant and Loan program policy and at least one Program Subject Area (i.e., Flood Risk Reduction, Watershed Resilience, Water Supply and Management, Water Conservation or Water Education)?

Yes, this project is consistent with the Agency's goals, objectives, and strategies. This comprehensive Stormwater Master Plan project will address multiple aspects, including reducing flood risk for the current and future growth of the City, improving the supply and reliability of water by promoting groundwater recharge, and enhancing the quality of life for the City's residents. Additionally, the Stormwater Master Plan will align with the Sustainable Groundwater Management Act and the local Groundwater Sustainability Plan.

Criteria 2: Project is feasible and budget is justified

Project scope, schedule and budget are justified in the application and reasonable to meet the goals of the project. Feasibility can be based on experience, best professional judgement, project

Yes, the project scope, schedule and budget are justified in the application. It is our professional opinion that the budget is reasonable. Our budget is based on other awarded projects of similar size and scope.

planning or actual quotes/bids. Budget should be task based and supported with labor detail and expense estimates as relevant.

Criteria 3: Project need and community benefits are well established

Will this project benefit the citizens and communities within Yuba County? Community benefits should be described (i.e., safety, protection, economic development, quality of life etc.).

Yuba County, and particularly the City of Wheatland, will benefit significantly from this project. The project will study regional and urban hydrology, enabling the City to construct and implement initiatives aimed at reducing localized flooding. Additionally, it will promote groundwater recharge of diverted and captured stormwater, thereby contributing to the sustainability of groundwater resources. These efforts will enhance safety, protection, and the overall quality of life for the community.

Criteria 4: Project has co-benefits

Co-benefits are benefits to other resources such as water quality, water quantity, habitat improvements or any other community benefits; Scientifically sound should be justified in the scope and proposed methods and demonstrating good stewardship of natural resources.

The project aims to improve the water quality of stormwater runoff by developing low-impact development (LID) standards. These standards will be adopted as engineering guidelines for future residential developments as the City continues to grow and will also be implemented within the existing City limits. The diverted and captured stormwater will be used to recharge groundwater aquifers, increasing water levels and stored water for future extraction. Managing the City's stormwater is a conjunctive use effort that not only reduces flooding and peak flood flows but also promotes native habitat at the detention basin where the water is recharged. This approach demonstrates good stewardship of natural resources and provides multiple co-benefits, including enhanced water quality, increased water quantity, and habitat improvements.

Criteria 5: Project leverages external grant funding

Will funding this project from Yuba Water help to leverage additional funding from an outside funding source? Identified external funding can be secured (already awarded from another grant) or

The project does not have external funding at this time.

unsecured, meaning these funds will be used to support the project getting external funding (state or federal).

Criteria 6: Describe any funding provided by the project sponsor/applicant for this project.

The project does not have any project sponsored funding.

Upload Supplemental Information (Optional)

[COW - Stormwater MP - Yuba IRWMP.pdf](#)

Upload Supplemental Information (Optional)

[COW - Stormwater MP - YWA.pdf](#)

Upload Supplemental Information (Optional)

Field not completed.

Upload Supplemental Information (Optional)

Field not completed.

Upload Supplemental Information (Optional)

Field not completed.

(Section Break)

Next Steps

Agency staff will review all grant requests for compliance with our mission areas and in accordance with the Yuba Water Agency Act and the Community Impact Grant and Loan Program Policy. Agency staff will contact the requesting party via email regarding next steps in the process. Questions? Email grants@yubawater.org or call our main office at 530-741-5000 for assistance.

(Section Break)

Email not displaying correctly? [View it in your browser.](#)



Community Impact Grant and Loan Program

PROJECT SCOPE OF WORK TEMPLATE

Instructions: Complete all fields below and upload as a supplemental document to the online application for a Yuba Water Agency grant and/or loan. [Click here to access the online application.](#)

Project Title:

Stormwater Master Plan

Applicant/Organization:

City of Wheatland

Project Schedule:

Project Start Date*:	01/01/2026
Project End Date**:	12/31/2027

**if the project has started please enter a date when Yuba Water funding would be required*

***please enter the planned close out date for Yuba Water funding*

Scope of Work: (please include in the space below a work plan and scope for your project, including task detail as relevant. Please be concise, 2 page maximum)



Community Impact Grant and Loan Program

Task 1 – Grant Administration

The grant administration process involves managing and overseeing all aspects of grant funding, from application to final reporting.

Task 2 – City Engineer

The City's Engineer will participate throughout the project with providing data, anecdotal and historical information, dissemination of information to the City Council, and review of deliverables.

Task 3 – Project Management

The project administration process involves coordinating and managing all administrative aspects of a project to ensure its successful completion.

Task 4 – Outreach Consultant

The public outreach process involves engaging with the community and stakeholders to promote awareness, understanding, and support for the project.

Task 5 – Professional Engineering Services – Stormwater Master Plan

The scope of work for the Professional Engineering Services are listed below. While the City has developed these tasks for soliciting proposals from potential consultants, the City would like to include some flexibility in the scope of work if the consultant feels it is necessary to develop the Stormwater Master Plan. The Stormwater Master Plan is a planning level document. The Master Plan will be the basis for developing the Capital Improvement Program plan to implement the findings and recommendations of the Master Plan.

Task 5.1) Kickoff Meeting and Work Plan

A kickoff meeting with the Consultant's Team and City shall be scheduled two weeks after notice to proceed is issued. The purpose of the kickoff meeting is to introduce the team, discuss the work plan, review the scope of work, discuss and summarize the available data and data gaps, the schedule overall and per task, and the communication protocol.

Task 5.2) Data Collection, Analysis, and Software Selection

The Consultant shall collect and download any available data from credible resources, and submit a data request to the City for as-builts, data, reports, etc that may be needed for developing the Master Plan. The data shall be analyzed and summarized for hydrologic and hydraulic modeling.

The Consultant shall present, in the deliverable the, software(s) that will be used for modeling the watershed. The software(s) may include, as examples, but not limited to: EPA-SWMM, HEC-HMS, and/or HEC-RAS. The software shall be selected based on Consultant's professional opinion.

Task 5.3) Hydrologic & Hydraulic Modeling & Analyses

The Consultant shall develop a calibrated hydrologic-hydraulic model for a range of return periods and generate watershed runoff hydrographs by utilizing approved software by the City, such as.



Community Impact Grant and Loan Program

???? The Consultant shall delineate urban and natural watersheds with their overall flow paths. The Consultant shall identify and review the existing and proposed land use patterns within the City limits, along with the surrounding tributary areas. The models shall incorporate groundwater recharge, climate change, and population and development patterns for the present day and future conditions.

Task 5.4) Regulatory Compliance – General State and Municipal Separate Storm Sewer Systems (MS4)

Review and summary of the General State regulatory requirements for the City’s stormwater management. Evaluate the requirements and milestones to achieve Municipal Separate Storm Sewer System (MS4) compliance. This task shall provide a general outline of the various legal and regulatory requirements of these permits.

Task 5.5) Low Impact Development Standard & Requirements

The Consultant shall provide recommendations for Low Impact Development (LID) standards and requirements for the City to consider. These LID standards and requirements will be incorporated into the City’s planning documents.

Task 5.6) Draft – Stormwater Master Plan

The Consultant shall develop a draft stormwater master plan that incorporates all of the prior tasks, summarizes the findings and recommendations. The Consultant shall pre

Deliverable: Draft Report

Task 5.7) Final – Stormwater Master Plan

The Consultant shall develop a draft stormwater master plan that advances the report and addresses the City’s review comments on the draft master plan.

Deliverable: Final Report



Community Impact Grant and Loan Program

Project Budget:

Fiscal Year (July 1-June 30)	Task	Short Description	Budget
	1	Grant Administration	15,000
	2	City Engineer	65,000
	3	Project Management	15,000
	4	Public Outreach Consultant	35,000
	5	Master Plan Consultant	\$360,000-\$520,000
		Total	Not-to-exceed \$650,000

Yuba IRWMP – Project Short Form¹

Please fill out the following information to the best of your ability/knowledge. Contact Keri Rinne with questions:
keri.rinne@gmail.com

PROJECT SPONSOR INFORMATION

Lead Agency/Organization	City of Wheatland
Name of Primary Contact(s)	Dane Schilling, City Engineer
Mailing Address	111 C Street, Wheatland, CA, 95692
Email Address	dschilling@wheatland.ca.gov
Phone (###) ###-####	530-888-9929
Project Partners/Collaborators	RD 817, RD 2103, Yuba County, development community, private property owners along watercourses.
YWA Liaison	

GENERAL PROJECT INFORMATION

Project Title	Stormwater Master Plan
Project Total Budget (Attach detailed budget, if available)	\$650,000
Budget Breakdown	Planning/Design Budget: \$450,000 - \$650,000 Implementation Budget:
Project Funding Match, if any	
Total Project Funding Need	
Project Location (Attach map if available)	City of Wheatland
Watershed/subwatershed	
Groundwater Basin (Select one)	<input type="checkbox"/> North Yuba Subbasin <input checked="" type="checkbox"/> South Yuba Subbasin <input type="checkbox"/> Not Applicable
Supports Yuba Groundwater Sustainability Plan (GSP)?	<small>This project aims to reduce the volume of the water runoff and prevent natural wetlands. Stormwater has the potential for a more significant use by connecting projects that promote groundwater recharge, providing wildlife habitat and more...</small> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Measurable Objective(s) Benefit (Answer If 'Yes' above) (check <i>all</i> that apply)	<input checked="" type="checkbox"/> Chronic lowering of groundwater levels <input checked="" type="checkbox"/> Reduction of groundwater storage <input type="checkbox"/> Degraded water quality <input type="checkbox"/> Land subsidence <input type="checkbox"/> Depletions of interconnected surface waters
Project Priority (Select one)	<input checked="" type="checkbox"/> High <input type="checkbox"/> Medium <input type="checkbox"/> Low
Project Type (check <i>all</i> that apply)	<input type="checkbox"/> Conceptual <input type="checkbox"/> Feasibility Study <input checked="" type="checkbox"/> Study/Assessment <input checked="" type="checkbox"/> Planning <input type="checkbox"/> Engineering/Design <input checked="" type="checkbox"/> Permitting <input type="checkbox"/> CEQA/NEPA <input type="checkbox"/> Facility Construction

¹ Completed Project Short Forms should be sent via email to Keri Rinne at keri.rinne@gmail.com

	<input type="checkbox"/> Restoration <input type="checkbox"/> Monitoring <input checked="" type="checkbox"/> Best Management Practices <input type="checkbox"/> Acquisition <input type="checkbox"/> Demonstration/Pilot Project
Legal Authority	City of Wheatland

Please select the status of the CEQA/NEPA/Permitting for this project:

CEQA (Select one)	<input checked="" type="checkbox"/> Exempt <input type="checkbox"/> Not Started <input type="checkbox"/> Initial Study <input type="checkbox"/> EIR <input type="checkbox"/> Determination <input type="checkbox"/> Unknown if Required <small>This project will study/assess the stormwater runoff with the City. Future projects that may be identified/conceptualized from the study/assessment may require a CEQA.</small>
NEPA (Select one)	<input checked="" type="checkbox"/> Exempt if Required <input type="checkbox"/> Not Started <input type="checkbox"/> Environmental Assessment <input type="checkbox"/> EIS <input type="checkbox"/> Record of Decision <input type="checkbox"/> Unknown
Permitting (Select one)	<input checked="" type="checkbox"/> Not Required <input type="checkbox"/> Not started <input type="checkbox"/> Identified <input type="checkbox"/> Consultations Complete <input type="checkbox"/> Application Submitted <input type="checkbox"/> Complete <input type="checkbox"/> Unknown if Required

PROJECT DESCRIPTION

Write a narrative briefly describing the project components and/or characteristics (Suggest ~ 300 words).

PROJECT RATIONALE/ISSUES STATEMENT

Briefly describe the need for the project and the desired outcomes/deliverables (Suggest ~ 200 words). Include an explanation of benefits and how they would be evaluated.

ATTACHMENTS:

- Task based budget
- Map of project location

Project Map
City of Wheatland, California
Stormwater Master Plan



**Proposed Budget Allocation
Stormwater Master Plan
City of Wheatland, CA**

Tasks	Budget
Grant Administration	\$15,000
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Community Impact Grant and Loan Program

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Community Impact Grant and Loan Program

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Community Impact Grant and Loan Program

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		Total	Not-to-exceed \$650,000



City Council Meeting Staff Report

Meeting Date: October 28, 2025

Subject: Consider adopting Resolution No. 48-25 accepting the public improvements constructed by the First Street Senior Apartments Project as complete, accepting the associated dedications of land and authorizing the filing of a Notice of Completion.

Prepared By: Dane H. Schilling – City Engineer

Recommendation:

City staff recommends the City Council adopt Resolution No. 48-25 (Attachment 1) accepting the public improvements constructed by the First Street Senior Apartments Project (“Project”) as complete, accepting the associated dedications of land and authorize the City Clerk to file a Notice of Completion with the Yuba County Recorder.

Discussion:

The Project is located on a 2.26-acre site located on the southeast corner of First Street and E Street. Wheatland Senior Associates (Developer) submitted plans dated January 16, 2024, that were approved by the City. The Project’s buildings were completed in sixteen and the Building Department issued a Temporary Certificate of Occupancy for the project until the public street improvements could be completed. Final inspections of the public work improvements performed by the Public Works Department and the City Engineer confirmed that the public improvements are complete and in conformance with the approved plans, and conditions of approval except for the streetlights along First Street and E Street. The Developer has erected the streetlights and has yet to energize and test them. The Developer has provided an additional improvement bond to guaranty completion of the streetlights. Furthermore, the Developer has paid all required fees and is current on reimbursing the City for expenses.

By this action the public improvements including streetlighting, sidewalks and pedestrians ramps, minor storm drain modifications, and water infrastructure associated with the Project will be owned and maintained by the City.

Accepting the project improvements as complete and authorizing the filing of a Notice of Completion provides the mechanism for Staff to book the improvements in the City’s inventory of assets and establishes a 30-day statute of limitations in which liens, claims and stop notices may be filed against the Project’s Labor and Materials Bond. The Improvement Guarantee and Warranty Security provided by the developer will warrant the work for a period of one year after acceptance by the City (see Attachment 6).

The attached resolution includes authorizing the City Manager to accept the following offers of dedication for public purposes:

- A sixteen-foot wide easement for water purposes located within the east drive isle. (Attachment 2)
- A sixteen-foot wide easement for water purposes located within the west drive truck turn-around. (Attachment 3)

- Additional 236-ft of public right-of-way dedicated along First Street for road and public utility purposes. (Attachment 4)

Fiscal Impact:

No direct fiscal impact to the City is anticipated. The streets, sewer, storm drains, streetlights and water infrastructure on First Street, E Street and the onsite water main will be owned and maintained by the City therefore the costs of ownership and maintenance will be borne by the City going forward. The City's expenses associated with the development of the Project are reimbursed by the developer through a deposit in accordance with the terms of the encroachment permit approved on May 14, 2025.

Attachments:

1. Resolution No. 48-25
2. East Waterline Easement Certificate of Acceptance
3. West Waterline Easement Certificate of Acceptance
4. First Street Road Right-of-Way Certificate of Acceptance
5. Notice of Completion for Public Improvements for First Street Senior Apartments Project.
6. Faithful Performance Bond for Public Improvements for First Street Senior Apartments Project.

RESOLUTION NO. 48-25

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND TO
ACCEPT THE PUBLIC IMPROVEMENTS CONSTRUCTED BY FIRST STREET SENIOR
APARTMENTS AS COMPLETE, ACCEPT THE ASSOCIATED DEDICATIONS OF LAND
AND AUTHORIZE THE FILING OF A NOTICE OF COMPLETION**

WHEREAS, on May 14, 2024, the City of Wheatland issued an encroachment permit to Wheatland Senior Associates, a California Limited Partnership (Principal) to allow construction of public improvements associated with the First Street Senior Housing Project (Project) within the City's right of way; and

WHEREAS, said public improvement include construction of sidewalks, storm drainage, water mains, streetlights and other items of work are based upon city-approved improvement plans dated January 16, 2024; and

WHEREAS, on August 29, 2025 the City granted a temporary certificate of occupancy for occupation of the Project's buildings while the public improvements were being completed; and

WHEREAS, to provide public infrastructure to serve this development, the Developer proposes to grant property in fee title road right-of-way, and grant two waterline easements to the City associated with the public improvements; and

WHEREAS, on October 6, 2025, the City of Wheatland determined the public improvements were substantially complete with the pending energization and testing of the streetlights; and

WHEREAS, at October 24, 2025, City Council meeting the City Engineer recommended to the City Council that public improvements be deemed completed and accepted by the City and subsequently file a Notice of Completion for the improvements; and

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Wheatland, State of California, that:

1. The City accepts the dedication of an eastern waterline easement and a western waterline easement within the Project, and accepts a dedication of road right-of-way along the Project frontage with First Street.
2. The public improvements referenced in the city-approved plans are hereby accepted as being complete in accordance with approved plans and specifications. Furthermore the City Manager is directed to execute and record a Notice of Completion for the public improvements associated with the Project on behalf of the City of Wheatland.

PASSED AND ADOPTED by the City Council of City of Wheatland, State of California this 28th day of October 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Angela Teeter, Mayor

ATTEST:

Lisa Thomason, City Clerk

Recording Requested by:
City of Wheatland

When Recorded Mail to:

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

SPACE ABOVE IS FOR RECORDERS USE

NO RECORDING FEE PER SECTION
SPACE FOR RECORDER’S USE 6103 OF
THE GOVERNMENT CODE

APN:015-350-012

**CERTIFICATE OF ACCEPTANCE:
First Street Senior Apartments West Waterline Easement
(Government Code 27281)**

This is to certify that the City Council of the City of Wheatland, State of California, on the 28th day of October 2025, by Resolution No 48-25, regularly passed and entered in the minutes of said Council, did hereby accept, the interest in real property conveyed by the grant of easement dated October 13, 2025, granted by AMG& Associates, LLC, a California limited liability company, to the City of Wheatland, a municipal corporation in the County of Yuba, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Bill Zenoni

Its: City Manager

Reference: Exhibit “A” West Waterline Easement Legal Description
Exhibit “B” West Waterline Easement Plat Exhibit

Project: First Street Senior Apartment Project

EXHIBIT "A"
Legal Description

A portion of all that real property as described in that Grant Deed to Wheatland Senior Association, a California Limited Partnership, recorded February 1, 2024, in instrument Number 2024-001088, Official Records of Yuba County, and being a portion of Southwest Quarter of Section 12, as shown upon the map of the Johnson Rancho on file in the office of the Recorder of the County of Yuba, State of California, described as follows:

A variable strip of land for waterline purposes being more particularly described as follows:

Commencing at the intersection of the centerline of First Street (formerly Wheatland Road) and the extension of the Westerly right-of-way line of E Street;

Thence leaving said centerline intersection on and along the extension of said Westerly right-of-way South 54° 00' 29" East, 38.56 feet;

Thence leaving said Westerly right-of-way line and parallel with the centerline of said First Street, South 52° 21' 00" West, 214.98 feet to the **TRUE POINT OF BEGINNING**;

Thence from said point of beginning, South 37° 39' 00" East, 43.47 feet;

Thence North 52° 21' 00" East, 35.44 feet;

Thence South 37° 39' 00" East, 24.84 feet;

Thence South 52° 21' 00" West, 16.01 feet;

Thence North 37° 39' 00" West, 8.83 feet;

Thence South 52° 21' 00" West, 19.45 feet;

Thence South 37° 39' 00" East, 96.98 feet;

Thence North 52° 21' 00" East, 5.47 feet;

Thence South 37° 39' 00" East, 16.00 feet;

Thence South 52° 21' 00" West, 14.13 feet;

Thence North 82° 37' 46" West, 10.35 feet;

Thence North 37° 39' 00" West, 165.14 feet;

Thence North 52° 21' 00" East, 16.00 feet to the Point of Beginning.

Containing 3,526 square feet more or less.

See Exhibit B attached and made a part hereof.

Legal description prepared by:

Malcolm J. Macdonald

Date: OCTOBER 13, 2025

Malcolm J. Macdonald, PLS 8218

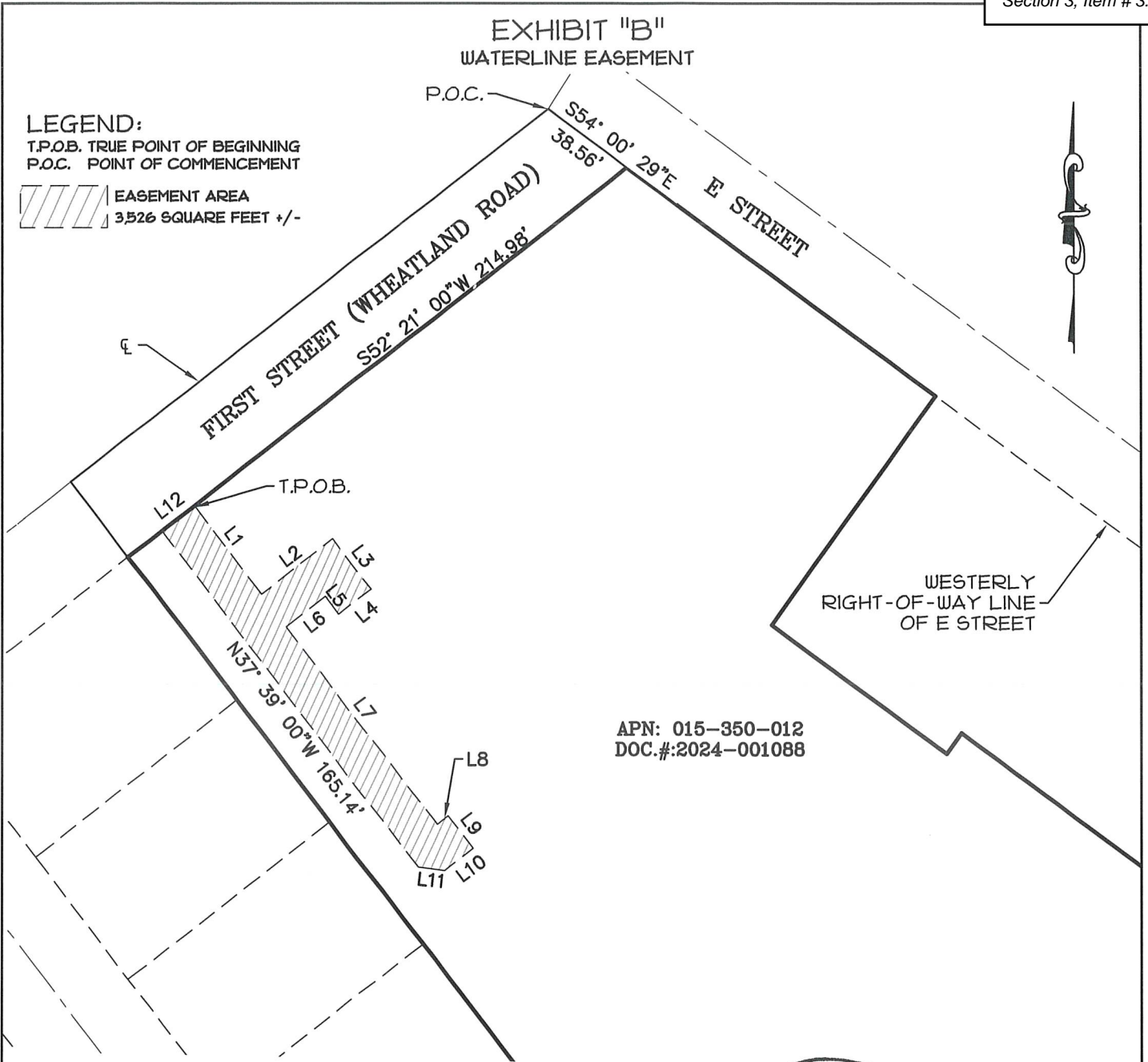


EXHIBIT "B"
WATERLINE EASEMENT

LEGEND:

T.P.O.B. TRUE POINT OF BEGINNING
P.O.C. POINT OF COMMENCEMENT

 EASEMENT AREA
3,526 SQUARE FEET +/-



WESTERLY
RIGHT-OF-WAY LINE
OF E STREET

APN: 015-350-012
DOC.#:2024-001088

LINE TABLE

	BEARING	DISTANCE
L1	S37° 39' 00"E	43.47'
L2	N52° 21' 00"E	35.44'
L3	S37° 39' 00"E	24.84'
L4	S52° 21' 00"W	16.01'
L5	N37° 39' 00"W	8.83'
L6	S52° 21' 00"W	19.45'
L7	S37° 39' 00"E	96.98'
L8	N52° 21' 00"E	5.47'
L9	S37° 39' 00"E	16.00'
L10	S52° 21' 00"W	14.13'
L11	N82° 37' 46"W	10.35'
L12	N52° 21' 00"E	16.00'



DRAWN BY: ZTE
DATE: 10/13/2025
SCALE: 1" = 60'
APPROVED BY: MJM

20-588 EXHIBIT "B"
WATER EASEMENT
FIRST STREET SENIOR
APARTMENTS

Robertson Erickson
Civil Engineers and Surveyors
888 Manzanita Court, Suite 101
Chico, CA 95926
530-894-3500 894-8955 fax

Recording Requested by:
City of Wheatland

When Recorded Mail to:

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

SPACE ABOVE IS FOR RECORDERS USE

NO RECORDING FEE PER SECTION
SPACE FOR RECORDER’S USE 6103 OF
THE GOVERNMENT CODE

APN:015-350-012

**CERTIFICATE OF ACCEPTANCE:
First Street Right of Way and Public Utilities Dedication
(Government Code 27281)**

This is to certify that the City Council of the City of Wheatland, State of California, on the 28th day of October 2025, by Resolution No 48-25, regularly passed and entered in the minutes of said Council, did hereby accept, the interest in real property conveyed by the grant of easement dated December 31, 2024, granted by AMG& Associates, LLC, a California limited liability company, to the City of Wheatland, a municipal corporation in the County of Yuba, State of California and the grantee consents to recordation thereof by its duly authorized officer.

Dated: _____

By: _____

Bill Zenoni

Its: City Manager

Reference: Exhibit “A” First Street Legal Description
Exhibit “B” First Street Plat Exhibit

Project: First Street Senior Apartment Project

EXHIBIT "A"
Legal Description

A portion of all that real property as described in that Grant Deed to AMG & Associates, LLC recorded October 25, 2021, in Instrument Number 2021-019750, Official Records of Yuba County, and being a portion of Southwest Quarter of Section 12, as shown upon the map of the Johnson Rancho on file in the office of the Recorder of the County of Yuba, State of California, described as follows:

A 37.00-foot-wide strip of land for street right-of-way and public utilities purposes being more particularly described as follows:

Beginning at the intersection of the centerline of First Street (formerly Wheatland Road) and the extension of the Westerly right-of-way line of E Street, thence on and along the centerline of said First Street, South 52° 21' 00" West, 236.84 feet;

Thence leaving said centerline South 37° 39' 00" East, 37.00 feet;

Thence parallel with the centerline of said First Street, North 52° 21' 00" East, 247.70 feet to a point on the Westerly right-of-way line of E Street;

Thence on and along the Northerly projection of said right-of-way line of said E Street, North 54° 00' 29" West, 38.56 feet to the point of beginning.

Containing 8,964 square feet, more or less

Exhibit B attached and made a part hereof.

Portion of APN: 015-350-012

Legal description prepared by:

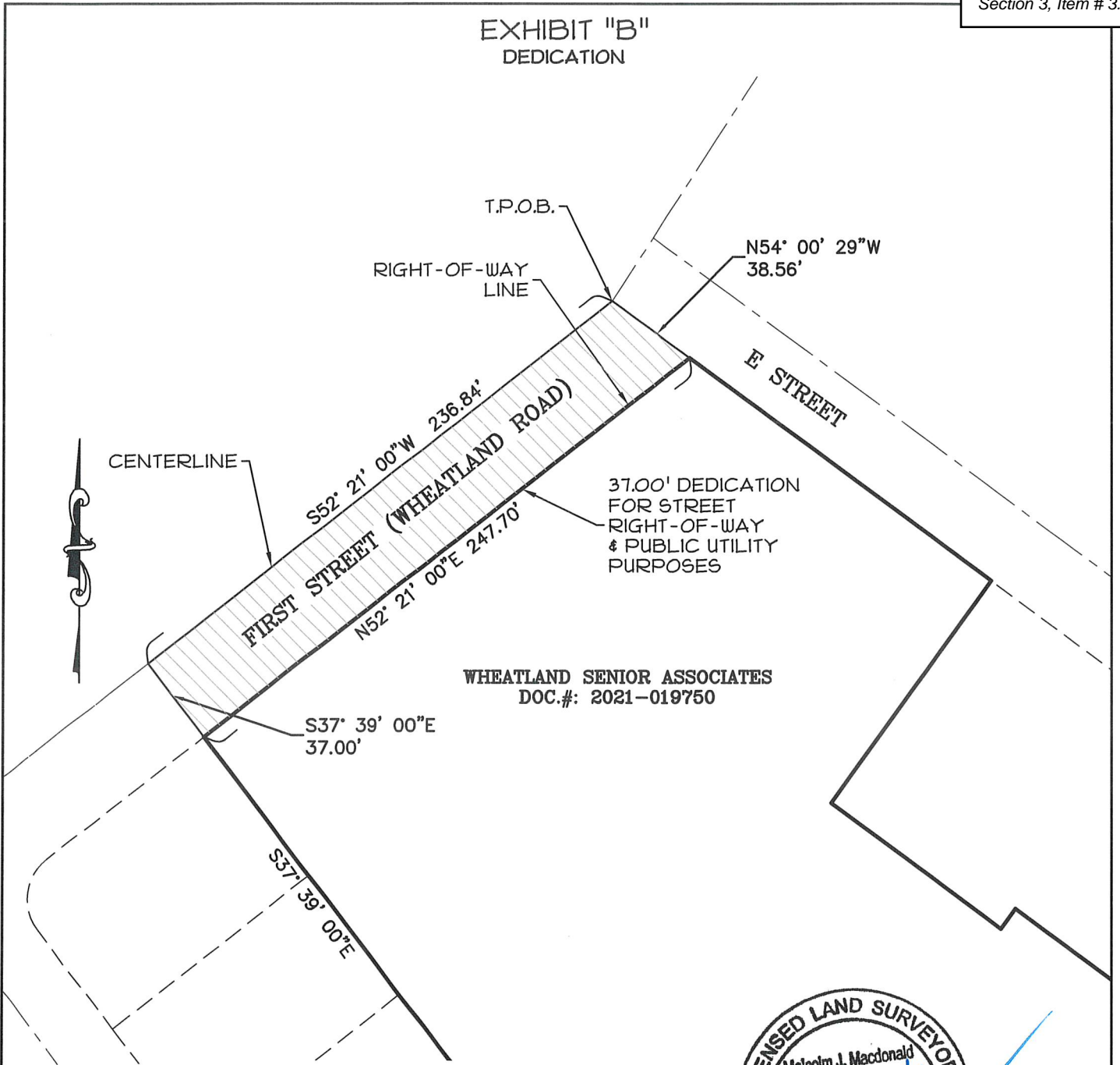
Malcolm J Macdonald

Date: 12/31/2024

Malcolm J. Macdonald, PLS 8218



EXHIBIT "B"
DEDICATION



T.P.O.B. TRUE POINT OF BEGINNING

 NEW DEDICATION AREA
 8,964 SQUARE FEET MORE OR LESS

BEING A PORTION OF THE SOUTHWEST QUARTER OF SECTION 12, AS SHOWN UPON THE MAP OF THE JOHNSON RANCHO ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE COUNTY OF YUBA, STATE OF CALIFORNIA



12/31/2024

DRAWN BY: JDG
 DATE: 01/30/2024
 SCALE: 1" = 60'
 APPROVED BY: MJM

20-588 EXHIBIT "B"
 DEDICATION
 FIRST STREET SENIOR
 APARTMENTS

Robertson Erickson
 Civil Engineers and Surveyors
 888 Manzanita Court, Suite 101
 Chico, CA 95926
 530-894-3500 894-8955 fax

Recording Requested by:
City of Wheatland

When Recorded Mail to:

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

SPACE ABOVE IS FOR RECORDERS USE

NO RECORDING FEE PER SECTION
SPACE FOR RECORDER’S USE 6103 OF
THE GOVERNMENT CODE

APN:015-350-012

Notice of Completion

Notice is hereby given that:

1. The name and address of the owner of the real property described in paragraph 6 herein is the City of Wheatland, 111 C Street, Wheatland, CA 95692.
2. That the interest which the City of Wheatland owns the described real property is Fee Simple.
3. The construction works hereinafter described was completed on the 6th day of October 2025.
4. The work completed in general consists of improvements to First Street and E Street including improvements to the street lights, concrete sidewalks and pedestrian ramps, minor storm drain modifications, placement of water infrastructure and various other items of work.
5. That the name of the surety on the contractor’s bond for payment on said contract is Atlantic Specialty Insurance Company.
6. Said work being commonly known as: First Street Senior Apartments Project.

The Contract Documents and Specifications for said work are on file at the City of Wheatland, 111 C Street, Wheatland, California 95692, Yuba County, California.

The prime contractor for said work was:
Pacific West Builders
430 E. State Street, Suite 100
Eagle, ID 83616

7. The location of said work, 710 First Street within the legal boundary of the City of Wheatland, Yuba County, California.

By: _____
Dane H. Schilling, City of Wheatland City Engineer

Verification

I am Bill Zenoni, the authorized agent of the City of Wheatland, the owner of the property described in the foregoing notice. I have read the foregoing notice and know the contents thereof, and the same of my own knowledge. I declare under penalty of perjury of the laws of the State of California that the foregoing is true and correct.

Dated: October 28, 2025, at Wheatland, California

Signature

Bill Zenoni
Print Name

Title: City Manager

Bond Number: 800189618

Premium: \$130.00

**IMPROVEMENT GUARANTEE AND
WARRANTY SECURITY**

WHEREAS, on 5/14/2024 (approval date) Wheatland Senior Associates, a California Limited Partnership (designated as "Principal") received approvals from the City of Wheatland, State of California ("City") to construct the First Street Senior Housing Project ("Project"); and

WHEREAS, the Principal has delivered to the City a Faithful Performance Bond for all public improvement associated with the Project; and

WHEREAS, the City-approved plans for the Project ("approved plans"), included construction of public street lighting along First Street and E Street ("streetlights"); and

WHEREAS, the City cannot issue a Certificate of Occupancy until all the improvements are constructed per the approved plans and to the satisfaction of the City or upon receipt of sufficient security to ensure the same, and

WHEREAS, the City issued a Temporary Certificate of Occupancy on August 29, 2025; and

WHEREAS, the Project will be ready to occupy before the Principal is able to complete the requisite street light improvements, and therefore the Principal has requested to the City that a Certificate of Occupancy be issued on or about October 28th, 2025; conditioned upon City Council acceptance of the Project and the presentation of an improvement guaranty and warranty security acceptable to City staff; and

WHEREAS, the Principal warrants that outstanding streetlight improvements shall be constructed per the approved plans and to the satisfaction of the City on or before December 31st, 2025, and

WHEREAS, the City requires Principal to furnish a bond to complete the streetlights to the satisfaction of the City, guarantee and warrant the work for a period of one year following its completion and acceptance against any defective work or labor done, or defective materials furnished, and further; and to pay all City engineering fees and other City fees incurred during the warranty period; and

WHEREAS, any previously issued bonds, warranties and guaranties to the City shall remain in full force and effect; and

NOW, THEREFORE, we, the Principal and Atlantic Specialty Insurance Company admitted and duly authorized to transact business under the laws of the State of California as surety, are held and firmly bound unto the City of Wheatland as obligee ("City"), in the penal sum of **One Hundred and Thirty Thousand No/100 Dollars. (\$130,000.00)** lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, successors, executors and administrators, jointly and severally, firmly by these presents.

Bond Number: 800189618

Premium: 130.0

The condition of this obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by the approved plans and the provisions above and any alteration thereof made as therein provided, on his or its part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless City, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by City in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations of this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications. The surety waives all rights of subrogation against the City or any person employed by the City.

IN WITNESS WHEREOF, this Public/Frontage Maintenance Bond Guarantee and Warranty Security has been duly executed by the Principal and surety above named, on this 7th day of October, 2025.

Atlantic Specialty Insurance Company

Name of Surety


605 Highway 169 North, Suite 800,
Plymouth, MN 55441


Address of Surety

(800) 662-0156
Telephone No. of Surety

Principal:
Wheatland Senior Associates, a
California Limited Partnership

Contact: Caleb Roope
Phone: (208) 461-0022

By: 
Name, Title


Jamie Armfield, Attorney-in-Fact

NOTE: If Principal is a partnership, all partners should execute the bond.

IMPORTANT: Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in California.

Bond Number: 800189618

Premium: 130.0

NOTICE: The signature of the Surety on this bond must be acknowledged before a notary public, and this bond must be accompanied by evidence that the appointment as attorney in fact has been recorded in Yuba County.

MANDATORY: The Surety shall be authorized and licensed by the California Insurance Commissioner as an “admitted surety insurer.”

APPROVAL: Bonds must be approved by City.

REQUEST TO INSURER TO SUBMIT DOCUMENTS: Execution of this document shall constitute the City's formal request to the insurer to provide the City with evidence of authorization as an admitted surety in the State of California from the California Department of Insurance and that the certificate of authority of the insurer has not been surrendered, revoked, canceled, annulled, or suspended.

POWER OF ATTORNEY REQUIRED. The Attorney-in-Fact (resident agent) who executes this bond on behalf of the surety company must attach a copy of his Power of Attorney as evidence of his authority. A notary shall acknowledge the power as of the date of the execution of the surety bond that it covers.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of Washington

County of King

On 10/7/2025 before me, Marina Matyunin, Notary Public

personally appeared Jamie Armfield

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

Witness my hand and official seal.

Signature Marina Matyunin



Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document

Document Date Number of Pages:

Signer's Name:

- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing



- Individual
Corporate Officer - Title(s):
Partner - Limited General
Guardian or Conservator
Attorney-in-Fact
Trustee
Other:
Signer is representing



Idaho

GALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

Civil Code § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy or validity of that document.

State of Idaho

County of Ada

On 10/21/25 Date

before me, Katie Callen, Notary Public Name and Title of Notary

personally appeared Caleb Roope Name and or Names of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. Idaho

Witness my hand and official seal.

Signature [Handwritten Signature] Notary Public Signature

Place Notary Public Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to the persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document

Document Date Number of Pages:

Signer's Name:

Form with checkboxes: Individual, Corporate Officer - Title(s), Partner - Limited General, Guardian or Conservator, Attorney-in-Fact, Trustee, Other. Includes a box for 'RIGHT THUMBPRINT OF SIGNER Top of thumb'.

Form with checkboxes: Individual, Corporate Officer - Title(s), Partner - Limited General, Guardian or Conservator, Attorney-in-Fact, Trustee, Other. Includes a box for 'RIGHT THUMBPRINT OF SIGNER Top of thumb'.



Power of Attorney

KNOW ALL MEN BY THESE PRESENTS, that ATLANTIC SPECIALTY INSURANCE COMPANY, a New York corporation with its principal office in Plymouth, Minnesota, does hereby constitute and appoint: Allison McClintock, Amber Engel, Anna Smith, Brandon Akers, Debbie Lindstrom, Holly E. Ulfers, Jamie Armfield, Kathleen M. Mitchell, Kathy Nye, Kristine Santamaria, Laura Kovarik, Marina Matyunin, Roxana Palacios, Scott Alderman, Tara Koloski, each individually if there be more than one named, its true and lawful Attorney-in-Fact, to make, execute, seal and deliver, for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof; provided that no bond or undertaking executed under this authority shall exceed in amount the sum of: **unlimited** and the execution of such bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof in pursuance of these presents, shall be as binding upon said Company as if they had been fully signed by an authorized officer of the Company and sealed with the Company seal. This Power of Attorney is made and executed by authority of the following resolutions adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the President, any Senior Vice President or Vice-President (each an "Authorized Officer") may execute for and in behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and affix the seal of the Company thereto; and that the Authorized Officer may appoint and authorize an Attorney-in-Fact to execute on behalf of the Company any and all such instruments and to affix the Company seal thereto; and that the Authorized Officer may at any time remove any such Attorney-in-Fact and revoke all power and authority given to any such Attorney-in-Fact.

Resolved: That the Attorney-in-Fact may be given full power and authority to execute for and in the name and on behalf of the Company any and all bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof, and any such instrument executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed and sealed by an Authorized Officer and, further, the Attorney-in-Fact is hereby authorized to verify any affidavit required to be attached to bonds, recognizances, contracts of indemnity, and all other writings obligatory in the nature thereof.

This power of attorney is signed and sealed by facsimile under the authority of the following Resolution adopted by the Board of Directors of ATLANTIC SPECIALTY INSURANCE COMPANY on the twenty-fifth day of September, 2012:

Resolved: That the signature of an Authorized Officer, the signature of the Secretary or the Assistant Secretary, and the Company seal may be affixed by facsimile to any power of attorney or to any certificate relating thereto appointing an Attorney-in-Fact for purposes only of executing and sealing any bond, undertaking, recognizance or other written obligation in the nature thereof, and any such signature and seal where so used, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

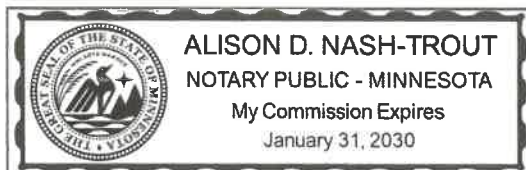
IN WITNESS WHEREOF, ATLANTIC SPECIALTY INSURANCE COMPANY has caused these presents to be signed by an Authorized Officer and the seal of the Company to be affixed this first day of January, 2023.



By *Sarah A. Kolar*
Sarah A. Kolar, Vice President and General Counsel

STATE OF MINNESOTA
HENNEPIN COUNTY

On this first day of January, 2023, before me personally came Sarah A. Kolar, Vice President and General Counsel of ATLANTIC SPECIALTY INSURANCE COMPANY, to me personally known to be the individual and officer described in and who executed the preceding instrument, and she acknowledged the execution of the same, and being by me duly sworn, that she is the said officer of the Company aforesaid, and that the seal affixed to the preceding instrument is the seal of said Company and that the said seal and the signature as such officer was duly affixed and subscribed to the said instrument by the authority and at the direction of the Company.



Alison Nash-Trout
Notary Public

I, the undersigned, Secretary of ATLANTIC SPECIALTY INSURANCE COMPANY, a New York Corporation, do hereby certify that the foregoing power of attorney is in full force and has not been revoked, and the resolutions set forth above are now in force.

Signed and sealed. Dated 7th day of October, 2025



Kara L.B. Barrow
Kara L.B. Barrow, Secretary

This Power of Attorney expires
January 31, 2030



City Council Meeting Staff Report

Meeting Date:
October 28, 2025

Subject: Introduce and waive the first reading of the ordinance approving Amendment No. 4 to the Third Amended and Restated City of Wheatland Development Agreement Concerning the Caliterra Ranch (formerly known as Jones Ranch) Subdivision and Dale Investments, LLC.

Prepared By: Tim Raney, Community Development Director

Recommendation

Staff recommends that the Wheatland City Council conduct a public hearing on the proposed development agreement amendment, and upon close of the public hearing introduce and waive the first reading of the ordinance approving Amendment No. 4 to the Third Amended and Restated City of Wheatland Development Agreement Concerning Caliterra Ranch (formerly known as Jones Ranch) Subdivision and Dale Investments, LLC (see Attachment 1).

Background/Discussion

The Caliterra Ranch Project (formerly known as Jones Ranch) is an approximately 193-acre site currently consisting of 620 planned single-family residential lots, located on the south side of Wheatland Road, between the existing High School and Ace Hardware. Oakley Lane bisects the property, which is agricultural in appearance, characterized by grasslands and open space. The first phase of construction consisting of 145 homes has been completed by K. Hovnanian Homes.

On November 7, 2023, the City Council approved Amendment No. 3 to the Third Amended and Restated Development Agreement between the City of Wheatland and the applicant, Dale Investments, LLC. Amendment No. 3 extended the expiration date of the Development Agreement from December 31, 2023 to December 31, 2030. Amendment No. 3 also updated language in the Development Agreement regarding the timing of the construction of the on-site park. The updated language requires that the Developer prepare and submit a park improvement plan for a 2.6-acre portion of the on-site park by December 31, 2025, and construct the 2.6-acre portion of the park by December 31, 2026.

On March 18, 2025, the City Council approved an amendment to the Caliterra Ranch Tentative Subdivision Map and adopted an Addendum to the Initial Study/Mitigated Negative Declaration (SCH#2005082035). The Tentative Subdivision Map amendment redesigned the eastern area of the project site including the roadway alignments of First Street and Wheatland Park Drive, providing the addition of 68 single-family lots, raising the total planned lots from 552 to 620.

On June 13, 2025, the City staff received a letter from the project applicant requesting an amendment to the current development agreement to reflect the changes resulting from the recent Caliterra Ranch Tentative Subdivision Map Amendment Project (see Attachment 2).

As part of the original Caliterra Ranch Project and included in the City's 2006 General Plan Circulation Element, the extension of Main Street was planned to be constructed from its termination near State Route (SR) 65 to the eastern edge of the Caliterra Ranch Project site through the Roddan Ranch

property. The 98-acre Roddan Ranch property was a planned residential subdivision located in an unincorporated area of Yuba County immediately east of the Bishop Pumpkin Farm.

The Roddan Ranch property is now owned by the Bishop's Pumpkin Farm and is no longer proposed for residential development. The Bishop's Pumpkin Farm has disclosed to the City that they do not have a need for the Main Street extension through their property. In addition, if the developer was to construct the Main Street extension at the 250th building permit as currently required, the City would be required to reimburse the developer using previously collected and future impact fees. However, with the future Roddan Ranch property no longer moving forward with residential development, the previous impact fees and the amount of potential future impact fees would not result in sufficient funds for the City to reimburse the developer for the road construction. Also, with the change in land uses for the Roddan Ranch property from future residential to agricultural tourism the need for the Main Street extension has diminished. Moreover, the needed right-of-way for the Main Street extension has yet not been dedicated to the City.

Furthermore, a new traffic signal has been constructed at the SR 65 and McDevitt Drive intersection which provides a second point of ingress and egress for the Caliterra Ranch subdivision to the north rather than to the south with the Main Street extension. The City's General Plan Circulation Map includes the southwestern portion of what is called the "Ring Road", which would connect Oakley Road to SR 65. The City would prefer this future roadway connection as a third point of ingress and egress for the Caliterra Ranch subdivision and surrounding areas as the southwestern area of the City develops in the future. The Main Street extension would remain in the City's General Plan Circulation Map and any impact fees that would have been collected for this roadway will continue to be collected but the construction of the roadway will no longer be tied to the development of the Caliterra Ranch subdivision. The Main Street extension may or may not remain in the City's General Plan Circulation Map as part of the current General Plan Update.

It should be noted that the Caliterra Ranch Development Impact Fee protections, as provided by the current development agreement, will expire in 2027. As a result, full City impact fees would then be collected for the remainder of the phases for the construction of the Caliterra Ranch subdivision.

City staff has met with the Dale Investments representatives on several occasions to discuss the framework for a fourth amendment to the Third Amended and Restated Development Agreement and has prepared the proposed ordinance and draft development agreement amendment for Planning Commission consideration.

The proposed draft development agreement amendment includes the following modifications:

- Section 3.5.1: The Water System Plan shall include the dedication of a new domestic water supply well and related improvements. The Water System Plan will be prepared by a qualified engineer that includes updated water demand and usage calculations as well as technical information and calculations in order to determine the construction timing and dedication of the well.
- Section 3.7.1: The Main Street extension is removed from the development agreement in its entirety. As described above, the Main Street extension to be constructed by the 250th building permit of the Caliterra Ranch subdivision is no longer needed.
- Section 3.13.4: The 1.5-acre parcel intended for the future Wheatland Fire Authority station will be dedicated to the City at a time that is agreed upon by the City and property owner. The current development agreement requires the dedication of the fire station in conjunction with the development of the surrounding properties.
- Section 5.3: Reimbursement of the Main Street extension costs is removed from the development agreement in its entirety. With the removal of the Main Street extension from the development

agreement, the City will no longer be required to reimburse the developer for the cost of construction.

Planning Commission Review

On October 7, 2025, the Wheatland Planning Commission held a public hearing for the proposed project. Staff provided a presentation, and the Planning Commission received public comments. The planning commission had questions for staff regarding the update to the Main Street extension costs. Specifically, questions were raised about whether the developer would still pay fees associated with the Main Street extension. Staff clarified that the developer would still be responsible for paying the required developer fees, per the current Development Agreement terms. Questions were also raised about the water supply well, the cost of constructing the water supply well, and the timing of its construction. After discussion, the Wheatland Planning Commission unanimously recommended City Council approval.

Conclusion

Based on the information contained in the staff report, staff recommends that the City Council introduce and waive the first reading of the ordinance approving Amendment No. 4 to the Third Amended and Restated City of Wheatland Development Agreement to the Caliterra Ranch (formerly known as Jones Ranch) Subdivision and Dale Investments, LLC.

Attachments:

1. Ordinance No. 2025-** approving the Amendment No. 4 to the Third Amended and Restated City of Wheatland Development Agreement to the Caliterra Ranch (formerly known as Jones Ranch) Subdivision and Dale Investments, LLC

Exhibit A: Draft Amendment No. 4 to the Third Amended and Restated City of Wheatland Development Agreement to the Caliterra Ranch (formerly known as Jones Ranch) Subdivision and Dale Investments, LLC
2. Request Letter dated June 13, 2025.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF WHEATLAND APPROVING AMENDMENT NO. 4 TO THIRD AMENDED AND RESTATED CITY OF WHEATLAND DEVELOPMENT AGREEMENT CONCERNING CALITERRA (FORMERLY JONES) RANCH SUBDIVISION

The City Council of the City of Wheatland does ordain as follows:

Section 1. Purpose and Authority. The purpose of this Ordinance is to approve Amendment No. 4 to Third Amended and Restated City of Wheatland Development Agreement Concerning Caliterra (Jones) Ranch Subdivision. This ordinance is adopted pursuant to Government Code sections 65864 through 65869.5 and other applicable law.

Section 2. Findings. The City Council hereby finds and declares:

- A. On December 27, 2005, the City of Wheatland and Lakemont Overland Crossing, LLC (“collectively, the “Parties”) entered into the City of Wheatland Development Agreement Concerning Jones Ranch Subdivision (“Agreement”), which was recorded in the Yuba County Recorder’s Office on April 18, 2006, as Document No. 2006R-007611.
- B. On June 10, 2008, the Parties entered into Amendment No. 1 to the Agreement. Amendment No. 1 was recorded in the Yuba County Recorder’s Office on September 11, 2008, as Document No. 2008R-014197.
- C. On November 9, 2010, the Parties entered into Amendment No. 2 to the Agreement. Amendment No. 2 was recorded in the Yuba County Recorder’s Office on November 24, 2010, as Document No. 2010R-014746.
- D. On November 25, 2014, the Parties entered into the Third Amended and Restated City of Wheatland Development Agreement Concerning Jones Ranch Subdivision. The Third Amended and Restated Agreement was recorded in the Yuba County Recorder’s Office on February 3, 2015, as Document No. 2015-001148.
- E. On June 30, 2017, the Parties entered into Amendment No. 1 to the Third Amended and Restated City of Wheatland Development Agreement Concerning Jones Ranch Subdivision. Amendment No. 1 to the Third Amended and Restated Agreement was recorded in the Yuba County Recorder’s Office on December 14, 2017, as Document No. 2017-016375.
- F. On December 8, 2020, the Parties entered into Amendment No. 2 to the Third Amended and Restated City of Wheatland Development Agreement Concerning Jones Ranch Subdivision. Amendment No. 2 to the Third Amended and Restated Agreement was recorded in the Yuba County Recorder’s Office on January 27, 2021, as Document No. 2021-001587.
- G. On December 12, 2023, the Parties entered into Amendment No. 3 to the Third Amended and Restated City of Wheatland Development Agreement Concerning Jones Ranch Subdivision. Amendment No. 3 to the Third Amended and Restated Agreement was recorded in the Yuba County Recorder’s Office on January 4, 2024, as Document No. 2024-000120.

- H. For the reasons listed in the recitals of the proposed Amendment No. 4 to the Third Amended and Restated City of Wheatland Development Agreement (“Amendment No. 4”), attached hereto as Exhibit A and incorporated herein by reference, the Parties desire to further amend the Agreement.
- I. On October 7, 2025, the Planning Commission conducted a duly noticed public hearing in accordance with law concerning Amendment No. 4 and recommends that the City Council approve the Amendment.
- J. The City Council has conducted a duly noticed public hearing in accordance with law and now desires to approve Amendment No. 4.
- K. The City Council has evaluated Amendment No. 4 and the City General Plan and has determined that Amendment No. 4 is consistent with the General Plan.
- L. There have been no substantial changes to the project through the Development Agreement. Therefore, the Jones Ranch program-level Environmental Impact Report, the Jones Ranch project-level Mitigated Negative Declaration, and the Caliterra Ranch Addendum are the appropriate environmental documents for the proposed project.
- M. The Amendment is consistent with the provisions of the City Council Establishing Procedures for Consideration of Development Agreements.

Section 3. Approval of Development Agreement. The City Council hereby approves Amendment No. 4. The City Manager is authorized and directed to execute Amendment No. 4 on behalf of the City of Wheatland. The City Clerk shall cause Amendment No. 4 to be recorded in the Official Records of Yuba County upon execution, but in no event prior to the effective date of this ordinance.

Section 4. Effective Date and Notice. This ordinance shall take effect thirty (30) days after its adoption. Within fifteen (15) days from the passage of this ordinance, the City Clerk shall post a copy of it in at least three public places in the City of Wheatland.

INTRODUCED by the City Council on the ___th day of _____ 2025.

PASSED AND ADOPTED by the City Council of the City of Wheatland this ___ day of _____, 2025 by the following vote:

AYES:
 NOES:
 ABSENT:
 ABSTAIN:

 Angela Teeter, Mayor

Attest:

 Lisa J. Thomason, City Clerk

EXHIBIT A

**AMENDMENT NO. 4 TO THIRD AMENDED AND RESTATED CITY OF WHEATLAND
DEVELOPMENT AGREEMENT CONCERNING JONES RANCH SUBDIVISION**

Recording requested by, and when recorded return to:

City of Wheatland
111 C Street
Wheatland, CA 95692

Exempt from recording fees (Government Code §§ 6103, 27383)

**AMENDMENT NO. 4 TO THIRD AMENDED AND RESTATED
CITY OF WHEATLAND DEVELOPMENT AGREEMENT
CONCERNING JONES RANCH SUBDIVISION**

This Amendment No. 4 to the Third Amended and Restated Development Agreement (the “Amendment”) is made and entered into this _____, 2025, by and between the City of Wheatland, a general law city (“City”), and Dale Investments, LLC, a California limited liability company (“Developer”) (“collectively the “Parties”), who agree as follows:

- 1. **Recitals.** This Amendment is made with reference to the following background recitals:
 - 1.1. On November 25, 2014, the parties entered into the *Third Amended and Restated City of Wheatland Development Agreement Concerning Jones Ranch Subdivision* (the “Agreement”), a copy of which is on file in the City Clerk’s office. The Agreement was recorded in the Yuba County Recorder’s Office on February 3, 2015 as Document No. 2015-001148.
 - 1.2. On June 30, 2017, the parties entered into an Amendment No. 1 to the Agreement, a copy of which is on file in the City Clerk’s office. That amendment was recorded in the Yuba County Recorder’s Office on December 14, 2017 as Document No. 2017-016375.
 - 1.3. On December 8, 2020, the parties entered into Amendment No. 2 to the Agreement, a copy of which is on file in the City Clerk’s Office. That amendment was recorded in the Yuba County Recorder’s Office on January 27, 2021, as Document No. 2021-001587.
 - 1.4. On December 12, 2023, the parties entered into Amendment No. 3 to the Agreement, a copy of which is on file in the City Clerk’s Office. That amendment was recorded in the Yuba County Recorder’s Office on January 4, 2024, as Document No. 2024-000120.
 - 1.5. At Developer’s request, City and Developer have agreed to amend the Agreement’s provisions related to the Water System Plan, Fire Station Site Dedication, and Main Street and First Street extensions, as set forth below.

June 13, 2025

VIA -Email

Mr. Tim Raney
Community Development Director
City of Wheatland
111 C Street
Wheatland, CA 95692

Re: Caliterra Ranch

Dear Mr. Raney,

As you are aware, we have a revised and approved tentative map for the Caliterra Ranch subdivision. We respectfully propose to amend and restate the development agreement to incorporate these map revisions and include language from previous amendments to the agreement.

The proposed changes would be as follows:

Call the document the “Fourth Amended and Restated City of Wheatland Development Agreement Concerning...”

Section 1 - RECITALS

Include all three (3) amendments to the Third Amended and Restated DA

Section 2.2 - Term

Change Term to expire and December 31, 2030 unless terminated, modified or extended by this Agreement. (this was spelled out in the last amendment to the Agreement)

Section 2.7 - City Fees

Add the language in the last Amendment stating that Flat Rate Fees will expire on December 31, 2026 (Previously approved by City Council)

Section 2.7.3.1 -

Update the Flat Rate Fee to the fee as of January 1, 2025. Add new Section 2.8 from Amendment No.3 stating that Developer agrees to pay then-applicable fees after January 1, 2027.

Section 3 - Developer Obligations -

Revise language to reflect the approved language from Amendment no.3 regarding park obligations and park fee credits.

Section 3.6.1 - Water System Plan -

Would like to revise the sentence where it says “If required by the City Engineer, the Waster System Plan also shall include...” to “if water demand studies deem it necessary, the Water System Plan shall include...” (the reason being that we are finding that water

demand factors have been reduced as much as 50% over the past decade. We are also seeing sewer numbers dropping as well)

Section 3.7.3 – Financing of Water Treatment Plant Improvements

Update Flat Rate Fee numbers in this section. Also add a sentence that clarifies that Caliterra/Jones Ranch will receive a credit of \$3,162,029 (\$7,000,000 divided by 1,222 EDUs included in that agreement which equates to \$5,728.31 per EDU. Multiply that by 552 EDUs equals \$3,162,029.)

Section 3.8.2 – Main Street and First Street Extensions

We need to remove the reference to the Main Street extension now that there is no pathway for Main Street to extend into the Caliterra Ranch project unless it uses Oakley Lane at some point in time.

Section 5.3 – Reimbursement of Main Street Extension Costs

For the reasons mentioned previously we propose to eliminate this entire section.

I believe this addresses all of the issues we would like to clean up. The reason we would like to prepare a Fourth Amended and Restated Agreement is to consolidate everything into one document.

These proposed revisions aim to enhance clarity and ensure alignment with updated circumstances and agreements. By adopting these changes, we can maintain consistency in development obligations, accurately reflect current utility demand trends, and uphold fairness in fee credits and reimbursements.

I thank you in advance for your consideration of these matters and look forward to hearing back from you.

I thank you in advance for your consideration.



Rick Langdon
Authorized Representative
Dale Investments, LLC
559-804-9691



City Council Meeting Staff Report

Meeting Date:
October 28, 2025

Subject: Introduce and Waive First Reading of Ordinance Amending Section 18.09 of the Wheatland Municipal Code Relating to On-Site Cannabis Consumption

Prepared By: Gavin Ralphs, Deputy City Attorney

Recommendation

Staff recommends that the Wheatland City Council waive the first reading of and conduct a public hearing on an ordinance amending Wheatland Municipal Code Section 18.09 relating to on-site cannabis consumption.

Background/Discussion

Section 18.09 of the Wheatland Municipal Code addresses the prohibition of commercial marijuana land uses in all zoning districts within the City. The Department of Cannabis Control notified the City that the Wheatland Municipal Code does not discuss nor prohibit on-site cannabis consumption within the City limits. To avoid ambiguity and reinforce the City’s policy direction, this Ordinance expressly prohibits on-site consumption of cannabis in any commercial or public setting.

The proposed amendment to Section 18.09 of the Wheatland Municipal Code would prohibit on-site cannabis consumption within the City limits, excluding on-site consumption at private residences. The amendment clarifies that on-site consumption of cannabis whether by smoking, vaporizing, ingestion, or topical application is prohibited except within private residences in accordance with state law. The prohibition applies to all commercial cannabis businesses and public properties. Violations are subject to enforcement under existing provisions.

A redline version showing the proposed change is provided below.

18.09.090 Prohibition of commercial marijuana land uses, including medical marijuana dispensaries.

A. Commercial marijuana land uses, including, but not limited to, medical marijuana dispensaries, are prohibited in all zoning districts within the city, including, without limitation, all planned development districts, and no conditional use permit shall be issued to any dispensary.

B. Except as provided in subsection C, the on-site consumption of cannabis or cannabis products by any method, including, but not limited to, smoking, vaporizing (also colloquially known as "vaping"), ingesting, or topical application is prohibited on any property, parcel, structure, or premises within the City of Wheatland that is not a private residence. This prohibition includes,

without limitation, any commercial cannabis business or location where commercial cannabis activity occurs, such as dispensaries, delivery centers, lounges, or retail storefronts, as well as any other business, club, or location to which the public is invited or permitted, whether licensed or unlicensed.

C. This section shall not prohibit the lawful use or possession of cannabis inside a private residence in accordance with state law.

D. No commercial cannabis business, facility, or land use, including but not limited to dispensaries, retailers, microbusinesses, or any other operator, may permit or allow on-site consumption of cannabis or cannabis products.

E. Violations of this section shall be enforced pursuant to Wheatland Municipal Code Chapters 1.16 and 1.18 and Section 18.88.030 and other applicable law. Notwithstanding any provision in this code to the contrary, any persons who violates this section shall not be subject to criminal liability under this code to the extent that such conduct is immune from criminal liability under the Compassionate Use Act (Health and Safety Code Section 11362.5) and the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.), as the same exist or may hereafter be amended.

On October 7, 2025, the Wheatland Planning Commission held a public hearing related to the proposed amendment to Wheatland Municipal Code Section 18.09 and, upon closing the public hearing, adopted the attached resolution recommending that the Wheatland City Council adopt the attached ordinance amending Section 18.09.

A notice of this public hearing has been published in the local newspaper and has been posted on the City website.

CEQA Review

This Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) as it can be seen with certainty that there is no possibility the activity may have a significant effect on the environment.

Fiscal Impact:

There is no fiscal impact associated with this recommended action.

Attachment:

- Exhibit A – Proposed Ordinance
- Exhibit B – Planning Commission Resolution

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHEATLAND AMENDING CHAPTER 18.09 (GENERAL REGULATIONS) OF THE WHEATLAND MUNICIPAL CODE TO EXPRESSLY PROHIBIT ON-SITE CANNABIS CONSUMPTION

The City Council of the City of Wheatland does ordain as follows:

SECTION 1. Purpose and Authority.

The purpose of this ordinance is to amend Chapter 18.09 of the Wheatland Municipal Code to expressly prohibit the on-site consumption of cannabis in any form or manner. This ordinance is adopted pursuant to California Constitution Article XI, Section 7; Government Code Section 65800 *et seq.*; Business and Professions Code Section 26200; Chapter 18.85 of the Wheatland Municipal Code; and other applicable law.

SECTION 2. Findings.

The Wheatland City Council finds and determines as follows:

- A. The City of Wheatland adopted Ordinance No. 468 to prohibit commercial cannabis use and regulate the limited personal cultivation of cannabis.
- B. The City desires to protect the public health, safety, and welfare by ensuring that cannabis is not consumed on-site in any location within city limits outside of a private residence, consistent with local authority under state law.
- C. This ordinance is intended to clarify that all forms of public or commercial on-site cannabis consumption, including smoking, vaping, ingestion, or topical application, are prohibited within the City of Wheatland.

SECTION 3. Ordinance.

Chapter 18.09 (General Regulations) of the Wheatland Municipal Code is hereby amended by amending Section 18.09.090 (Prohibition of commercial marijuana uses, including medical marijuana dispensaries) to read as follows:

- A. Commercial marijuana land uses, including, but not limited to, medical marijuana dispensaries, are prohibited in all zoning districts within the city, including, without limitation, all planned development districts, and no conditional use permit shall be issued to any dispensary.
- B. Except as provided in subsection C, the on-site consumption of cannabis or cannabis products by any method, including, but not limited to, smoking, vaporizing (also colloquially known as "vaping"), ingesting, or topical application is prohibited on any property, parcel, structure, or premises within the City of Wheatland that is not a private residence. This prohibition includes, without limitation, any commercial cannabis business or location where commercial cannabis activity occurs, such as dispensaries, delivery centers, lounges, or retail storefronts, as well as any other business, club, or location to which the public is invited or permitted, whether licensed or unlicensed.
- C. This section shall not prohibit the lawful use or possession of cannabis inside a private residence in accordance with state law.

D. No commercial cannabis business, facility, or land use, including but not limited to dispensaries, retailers, microbusinesses, or any other operator, may permit or allow on-site consumption of cannabis or cannabis products.

E. Violations of this section shall be enforced pursuant to Wheatland Municipal Code Chapters 1.16 and 1.18 and Section 18.88.030 and other applicable law. Notwithstanding any provision in this code to the contrary, persons who violate this section shall not be subject to criminal liability under this code to the extent that such conduct is immune from criminal liability under the Compassionate Use Act (Health and Safety Code Section 11362.5) and the Medical Marijuana Program (Health and Safety Code Section 11362.7 et seq.), as the same exist or may hereafter be amended.

SECTION 4. Exemption from CEQA.

This ordinance will not cause a direct physical change in the environment or a reasonably foreseeable indirect physical change in the environment as compared to the existing physical environmental conditions within the City. The City Council therefore concludes that the enactment of this ordinance does not constitute the approval of a project under the California Environmental Quality Act ("CEQA"), and, even if it did qualify as a project, it would be exempt from CEQA. (Pub. Res. Code § 21065, CEQA Guidelines §§ 15060(c)(2), 15060(c)(3); 15061(b)(3); 15064(d)(3);15878(a).)

SECTION 4. Severability.

If any section or provision of this ordinance or the imposition of such section or provision to any person, firm, organization, corporation or circumstance is held by a court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity of the remaining parts, which shall remain in full force and effect.

SECTION 5. Effective Date.

This ordinance shall become effective 30 days after its adoption.

SECTION 6. Posting.

Within 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

Attachment 1

PLANNING COMMISSION RESOLUTION NO. 2025-**

RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF WHEATLAND RECOMMENDING THE WHEATLAND CITY COUNCIL APPROVE AN ORDINANCE AMENDING SECTION 18.09 OF THE WHEATLAND MUNICIPAL CODE RELATED TO CANNABIS CONSUMPTION

WHEREAS, the City of Wheatland adopted Ordinance No. 486, which prohibits commercial cannabis activities and regulates limited indoor personal cultivation within the City limits; and

WHEREAS, the Department of Cannabis Control notified the City that the Wheatland Municipal Code does not discuss nor prohibit on-site cannabis consumption within the City limits; and

WHEREAS, to reinforce the City’s policy direction, the proposed amendment to Section 18.09 of the Wheatland Municipal Code prohibits on-site cannabis consumption within the City limits, excluding on-site consumption at private residences; and

WHEREAS, the City of Wheatland, as lead agency, has determined the project is determined to be exempt from environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA) Guidelines; and

WHEREAS, the Wheatland Planning Commission duly gave notice of a public hearing as required by law and on October 7, 2025, duly held a public hearing, received and considered evidence, both oral and documentary.

NOW, THEREFORE, BE IT RESOLVED AND DETERMINED, that the Wheatland Planning Commission hereby makes the following findings and recommendation to the City Council for approval of the proposed amendment to Section 18.09 of the Wheatland Municipal Code related to on-site cannabis consumption, as set forth in Exhibit A, which is attached hereto and incorporated by reference:

- A. The Planning Commission has conducted a duly noticed public hearing in accordance with the law and now desires to approve the proposed ordinance amending Section 18.09 of the Wheatland Municipal Code.
- B. The Planning Commission has evaluated the proposed amendment and the City’s General Plan and has determined that the proposed ordinance amending Section 18.09 of the Wheatland Municipal Code is consistent with the General Plan.
- C. The Planning Commission has determined that, pursuant to the California Environmental Quality Act, and after full consideration of the administrative record, the proposed Ordinance amending Section 18.09 of the Wheatland Municipal Code is exempt from environmental review pursuant to the California Environmental Quality Act (CEQA) Guidelines.

D. The Planning Commission finds it necessary to pass and implement the proposed amendments to Section 18.09 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.

NOW, THEREFORE, BE IT FURTHER RESOLVED AND DETERMINED, that the Wheatland Planning Commission does hereby recommend that the Wheatland City Council APPROVE the Amendment to Section 18.09 of the Wheatland Municipal Code related to on-site cannabis consumption, as set forth in Exhibit A, which is attached hereto and incorporated by reference.

* * * * *

I HEREBY CERTIFY that the foregoing recommendation was passed and adopted by the City of Wheatland Planning Commission, at a regular meeting thereof, held on the 7th day of October 2025 by following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

APPROVED:

Planning Commission Chairperson

ATTEST:

Lisa Thomason, City Clerk



City Council Meeting Staff Report

Meeting Date: October 28, 2025

Subject: Consideration and Adoption of Resolution Authorizing Execution of an Employment Agreement with Terrence Y. Hill for the Position of Public Works Director

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing execution of an employment agreement with Terrence Y. Hill for the position of Public Works Director.

Discussion: The Public Works Director position has been filled on an interim basis since June 2024, during which time staff has been evaluating alternatives for filling this position on a permanent basis.

Terrence (Youa) Hill has been an employee of the City of Wheatland since October 2009. Mr. Hill was hired as a Maintenance Worker in the Public Works Department and, in 2011, was promoted to Utilities Operator in Training. In 2014, Mr. Hill was promoted to Utilities System Operator and in January 2018, Mr. Hill was advanced to the position of Public Works Supervisor. In his role as Public Works Supervisor, Mr. Hill has been responsible for overseeing the daily activities of the Public Works Department and has worked closely with the several individuals who have filled the Public Works Director position on an interim basis over the past several years. Mr. Hill recently received his Grade 3 Wastewater Operator Certification and has been designated as Wheatland’s wastewater treatment plant Chief Plant Operator by the California State Water Resources Control Board.

Mr. Hill is familiar with all aspects of the operations of the Wheatland Public Works Department, has earned the trust and respect of his co-workers and is well known in the Wheatland community. Mr. Hill is well qualified to assume the role of Public Works Director.

The key provisions of the agreement include:

- Compensation of \$47.56 per hour (Step1 of Public Works Director salary range)
- 40 hours of annual administrative leave
- Medical, dental, vision and disability benefits as provided to General Employee Association members
- Life insurance policy of \$75,000
- Participation in the City’s retirement program with a 6 percent match to a required 3 percent employee contribution

Fiscal Impact: Funding for this agreement is included in the Fiscal Year 2025-26 budget.

Attachments:

1. Resolution
2. Employment Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH
TERRENCE Y. HILL FOR THE POSITION OF PUBLIC WORKS DIRECTOR**

WHEREAS, a vacancy exists for the position of City of Wheatland Public Works Director; and

WHEREAS, Terrence Y. Hill has been an employee of the City of Wheatland since October 2009; and

WHEREAS, Terrence Y. Hill has worked at various positions within the City of Wheatland Public Works Department; and

WHEREAS, Terrence Y. Hill has demonstrated his strong qualifications for the position of Public Works Director.

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 attached Employment Agreement and directs the City Manager to execute the agreement.

PASSED AND ADOPTED by the City Council of City of Wheatland on this 28th day of October 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Angela Teter, Mayor

ATTEST:

Lisa Thomason, City Clerk

**AGREEMENT BETWEEN THE CITY OF WHEATLAND
AND TERRENCE Y. HILL FOR PUBLIC WORKS DIRECTOR SERVICES**

This Agreement ("Agreement") is made and entered into this 28th day of October, 2025, by and between the City of Wheatland, a municipal corporation ("City") and Terrence Y. Hill, an individual ("Hill"), who agree as follows:

1. Employment. City hereby appoints and employs Hill as Public Works Director of the City, and Hill hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. Term. This Agreement shall remain in effect until terminated as provided for in Section 7, Termination.

3. Duties. Hill shall perform those duties and have those responsibilities that are commonly assigned to a Public Works Director of a city in California, and as may be further set forth in the Wheatland Municipal Code. Hill also shall perform such other duties and responsibilities as assigned by the City Manager from time to time. Hill at all times shall act in the best interests of the City and perform his duties in a competent and professional manner.

4. Hours. Hill acknowledges that his position is a full-time, salaried management position that is exempt from the accrual of overtime. It is anticipated that Hill shall work an average of five days per week. However, that time may vary depending on the City's needs. Hill shall not engage in any outside employment, consulting or business, whether for compensation or otherwise, that would interfere with his responsibilities and duties to City.

5. Compensation.

(a) For all services to be rendered by Hill under this Agreement, City shall provide to Hill a salary as listed in the City of Wheatland Salary Schedule in the amount of \$47.56 per hour, consistent with the Step 1 Public Works Director classification adopted by the City of Wheatland effective July 1, 2025. Upon the date of his annual employment review, and with the approval of the City Manager, Hill will be eligible for salary increases to the next step in the Salary Schedule until Hill reaches the top step for this position. Salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Hill shall be entitled to receive any cost of living or similar increase granted by City to General Employee Association member employees during the term of this Agreement.

(c) Hill shall not be compensated for overtime hours worked or otherwise earn or be entitled to compensatory time off for hours worked in excess of eight hours per day or 40 hours per week and shall not otherwise be entitled to any other incentive pay.

(d) Hill shall receive 40 hours of Administrative Leave annually. Administrative leave hours do not accrue and will expire if they are not used by December 31 in the year in which they were earned, and these hours have no cash value in the event any unused balance is remaining upon termination of Agreement.

(e) Hill shall receive medical, dental, and vision benefits in the same manner as provided to General Employee Association members

(f) Hill shall be entitled to participate in the City of Wheatland MissionSquare 401(a) program with a 6% City match to a required 3% employee contribution.

(g) Hill shall receive a \$75 phone allowance consistent with the phone allowance granted by the City to other City employees.

(h) City shall provide Hill a group life insurance policy not to exceed \$75,000 as provided to the city's miscellaneous employees.

(i) Hill shall participate in City's disability insurance programs in the same manner as the city's other miscellaneous employees.

(j) Hill shall accrue sick and vacation leave at the same rate as City's miscellaneous employees and is eligible for pay out of unused vacation leave upon termination of employment, consistent with the Personnel Rules then in effect.

(k) City-related direct business expenses shall be reimbursed to Hill by the City. Itemized documentation shall be required for any such reimbursement. Reimbursement for work boots shall be provided in the same manner as provided to other public works employees.

(l) City shall budget for travel and conference expenses and membership in professional organizations in order for Hill to attend official meetings and occasions in an amount that is reasonably adequate to continue the professional development of Hill and to reasonably pursue necessary official and other functions for City. In adopting the budget, the City has discretion to set what it deems an appropriate number for attendance at conferences and meetings and membership in professional organizations.

(m) Except as provided for in this Agreement, Hill's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 42- 19), as such rules and regulations may be amended by City from time-to-time. If any term or condition of this Agreement is inconsistent or in conflict with a term or condition in the Personnel Rules and Regulations Manual, the provision in this Agreement shall govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law shall govern.

6. **Ownership of Documents.** Every document, report, study, spreadsheet, worksheet, plan, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Hill during the term of his employment (the "Work") shall be the property of City. City shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Hill.

7. **Termination.** The Parties intend for this Agreement to create an at-will employment relationship. This Agreement may be terminated prior to its expiration date in any one of the following ways:

(a) By mutual agreement of the parties, expressed in writing.

(b) By Hill, upon giving City not less than 30 days prior written notice of his election to resign from employment and terminate this Agreement.

(c) By the death of Hill.

(d) By City, for cause, upon giving to Hill written notice of immediate termination. The written notice of termination shall specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Hill to meet with the City Council on the reasons for his termination. If Hill requests a meeting, the meeting will be held at the City Council's earliest convenience in a closed session, unless Hill requests an open session. After the meeting, the City Council may affirm, modify, or reverse its discretion to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes City operations; conduct that tends to bring discredit to City; conduct unbecoming an employee in public service; mishandling of City funds; any intentional misrepresentation or fraud in connection with the performance of his duties; theft of City property; violation of law; or a material breach of this Agreement.

(e) By City, upon action of the City Manager, without cause, upon giving Hill 30 days prior written notice of termination.

Upon termination of the Agreement, the City and Hill are released from any and all duties and obligations to the other, except as provided for in this Agreement.

8. **Eligibility for Severance Pay.** In the event the employment relationship is terminated for cause, Hill shall not be entitled to severance pay. If the employment relationship is terminated without cause, Hill will be eligible to receive severance pay in the amounts set forth below, if he executes a separation agreement as provided by the City:

(a) Upon completion of one year of service under the contract, Hill is eligible for one month of severance pay;

(b) Upon completion of two years of service under the contract, Hill is eligible for two months of severance pay; and

(c) Upon completion of three or more years of service under the contract, Hill could be eligible for three months of severance pay.

9. **Entire Agreement.** The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the subject matter

of this Agreement, except those other documents that may be expressly referenced and incorporated in this Agreement as provided above.

10. **Notices.** Any notice to be given to Hill shall be sufficiently served if given to him personally or if deposited in the United States Mail, regular pre-paid mail, or with a recognized overnight delivery service such as UPS or FedEx, addressed to him at his most recent residence address as shown on the City's payroll records. Any notice to be given to City shall be addressed to the City Council and delivered or mailed to the City Clerk at City Hall.

11. **Successors and Assigns.** This Agreement is personal to Hill. He may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs, and legal representatives of the parties.

12. **Amendments.** This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by City must be approved by the City Council at a noticed public meeting. Individual City Council members do not have the authority, express or implied, to amend, modify, waive, extend or in any way alter this Agreement or the terms and conditions of Hill's employment.

13. **Waiver.** The waiver at any time by either 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.

14. **Construction and Interpretation.** The parties agree and acknowledge 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 will not apply in construing or interpreting this Agreement.

15. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16. **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 will be venue for any state court jurisdiction and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

CITY OF WHEATLAND

TERRENCE Y. HILL

Bill Zenoni, City Manager

Terrence Y. Hill

Attest:

Lisa Thomason, City Clerk



City Council Meeting Staff Report

Meeting Date: October 28, 2025

Subject: Consideration and Adoption of Resolution Authorizing Execution of an Employment Agreement with Michael C. Garlock for the Position of Police Chief

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing execution of an employment agreement with Michael C. Garlock for the position of Police Chief, subject to Mr. Garlock’s successful passing the City’s background investigation.

Discussion: The City of Wheatland has completed its recruitment process to fill the position of Police Chief. Interviews were conducted by an outside panel with follow-up interviews conducted by the City Manager and City Council subcommittee (Vice Mayor Lisa McIntosh and Councilmember John Abe). While there were several very qualified applicants for this position, the candidate recommended for consideration is Michael Garlock.

Mr. Garlock’s experience includes over 25 years with the City of Auburn Police Department. Mr. Garlock retired from the City of Auburn as a Police Lieutenant in 2021 and has continued to work as a Reserve Officer for the City of Auburn since his retirement. Mr. Garlock has a master’s degree in Law Enforcement, has completed numerous law enforcement training courses and maintains several California Police Officer Standards and Training (POST) certifications.

The City is currently completing the standard background investigation process for a public safety employee. It is anticipated that this process will be completed by early November. In order to fill the Police Chief position as expeditiously as possible, it is recommended that the City Council approve the agreement with Mr. Garlock, subject to his passing the City’s background investigation.

The key provisions of Mr. Garlock’s employment agreement include:

- Compensation of \$65.53 per hour (Step 2 of the Police Chief salary range)
- 40 hours of annual administrative leave
- \$300 monthly in lieu of health benefits
- Life insurance of \$75,000
- Participation in the City’s retirement program with a 7 percent match to a required 3 percent employee contribution
- Three year contract term, to October 31, 2028

Fiscal Impact: Funding for this agreement is included in the Fiscal Year 2025-26 budget.

Attachments:

1. Resolution
2. Employment Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING EXECUTION OF AN EMPLOYMENT AGREEMENT WITH
MICHAEL C. GARLOCK FOR THE POSITION OF POLICE CHIEF**

WHEREAS, a vacancy exists for the position of City of Wheatland Police Chief;
and

WHEREAS, Michael C. Garlock has applied for this position; and

WHEREAS, the City is in the process of completing a background investigation related to Michael Garlock’s provision of Police Chief services; and

WHEREAS, the City Council has evaluated the circumstances pertaining to the Police Chief position vacancy and wishes to enter into an Agreement with Michael Garlock for his services as Police Chief, subject to Michael Garlock’s passing the City’s background investigation..

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 attached Agreement and directs the City Manager to execute the Agreement subject to Michael Garlock’s passing of the City’s background investigation.

PASSED AND ADOPTED by the City Council of City of Wheatland on this 28th day of October 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Angela Teter, Mayor

ATTEST:

Lisa Thomason, City Clerk

**AGREEMENT BETWEEN THE CITY OF WHEATLAND
AND MICHAEL C. GARLOCK FOR POLICE CHIEF SERVICES**

This Agreement ("Agreement") is made and entered into this XXth day of XXXX, 2025, by and between the City of Wheatland, a municipal corporation ("City") and Michael C. Garlock, an individual ("Garlock"), who agree as follows:

1. Employment. City hereby appoints and employs Garlock as Police Chief of the City, and Garlock hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. Term. This Agreement shall remain in effect for a three-year term, until October 31, 2028, unless sooner terminated as provided by the termination provision below.

3. Duties. Garlock shall perform those duties and have those responsibilities that are commonly assigned to a Chief of Police of a city in California, and as may be further set forth in the Wheatland Municipal Code. Garlock also shall perform such other duties and responsibilities as assigned by the City Manager from time to time. Garlock at all times shall act in the best interests of the City and perform his duties in a competent and professional manner.

4. Hours. Garlock acknowledges that his position is a full-time, salaried management position that is exempt from the accrual of overtime. It is anticipated that Garlock shall work an average of five days per week. However, that time may vary depending on the City's needs. Garlock shall not engage in any conduct, other employment, or business, commercial or professional pursuits, whether for compensation or otherwise, that would interfere with his responsibilities and duties to City or that would reflect unfavorably upon the interests of City. Any outside employment, consulting or business conducted by Garlock during the term of this Agreement requires the prior written approval of the City Manager.

5. Compensation.

(a) For all services to be rendered by Garlock under this Agreement, City shall provide to Garlock a salary as listed in the City of Wheatland Salary Schedule in the amount of \$65.53 per hour, consistent with the Step 2 Police Chief classification adopted by the City of Wheatland effective July 1, 2025. Upon the date of his annual employment review, and with the approval of the City Manager, Garlock will be eligible for salary increases from Step 2 to Step 3, and the following year from Step 3 to Step 4, as provided by the applicable salary schedule. Salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Garlock shall be entitled to receive any cost of living or similar increase granted by City to General Employee Association member employees during the term of this Agreement.

(c) Garlock shall not be compensated for overtime hours worked or otherwise earn or be entitled to compensatory time off for hours worked in excess of eight hours per day or 40 hours per week and shall not otherwise be entitled to any other incentive pay.

(d) Garlock shall receive 40 hours of Administrative Leave annually. Administrative leave hours do not accrue and will expire if they are not used by December 31 in the year in which they were earned, and these hours have no cash value in the event any unused balance is remaining upon termination of Agreement.

(e) Garlock shall receive \$300 per month in lieu of health benefits.

(f) Garlock shall be entitled to participate in the City of Wheatland MissionSquare 401(a) program with a 7% City match to a required 3% employee contribution.

(g) Garlock shall receive a \$75 phone allowance consistent with the phone allowance granted by the City to other City employees.

(h) City shall provide Garlock a group life insurance policy not to exceed \$75,000 as provided to the city's miscellaneous employees.

(i) Garlock shall participate in City's disability insurance programs in the same manner as other public safety employees.

(j) Garlock shall accrue sick and vacation leave at the same rate as City's miscellaneous employees and is eligible for pay out of unused vacation leave upon termination of employment, consistent with the Personnel Rules then in effect.

(k) City-related direct business expenses shall be reimbursed to Garlock by the City. Itemized documentation shall be required for any such reimbursement. Reimbursement for uniform expense shall not exceed \$1,000 per year.

(l) City authorizes Garlock to take home a City vehicle equipped with emergency lights and radio. This practice is designed to help facilitate the Chief of Police's ability to respond to scenes, meetings, hospitals, multi-agency events and critical incidents as quickly as possible. It is understood that Garlock may not use the City vehicle for personal use other than driving to and from work.

(m) City shall budget for travel and conference expenses and membership in professional organizations in order for Garlock to attend official meetings and occasions in an amount that is reasonably adequate to continue the professional development of Garlock and to reasonably pursue necessary official and other functions for City. In adopting the budget, the City has discretion to set what it deems an appropriate number for attendance at conferences and meetings and membership in professional organizations.

(n) Except as provided for in this Agreement, Garlock's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 42- 19), as such rules and regulations may be amended by City from time-to-time. If any term or condition of this Agreement is inconsistent or in conflict with a term or condition in the Personnel Rules and Regulations Manual, the provision in this Agreement shall govern. If any term or condition of this Agreement is inconsistent or in conflict with a federal or state law, the law shall govern.

6. **Ownership of Documents.** Every document, report, study, spreadsheet, worksheet, plan, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Garlock during the term of his employment (the "Work") shall be the property of City. City shall have the right to use, modify, reuse, reproduce, publish, display, broadcast and distribute the Work and prepare derivative and additional documents or works based on the Work without further compensation to or permission from Garlock.

7. **Termination.** This Parties intend for this Agreement to create an at-will employment relationship. This Agreement may be terminated prior to its expiration date in any one of the following ways:

(a) By mutual agreement of the parties, expressed in writing.

(b) By Garlock, upon giving City not less than 30 days prior written notice of his election to resign from employment and terminate this Agreement.

(c) By the death of Garlock.

(d) By City, for cause, upon giving to Garlock written notice of immediate termination. The written notice of termination shall specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Garlock to meet with the City Council on the reasons for his termination. If Garlock requests a meeting, the meeting will be held at the City Council's earliest convenience in a closed session, unless Garlock requests an open session. After the meeting, the City Council may affirm, modify, or reverse its discretion to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes City operations; conduct that tends to bring discredit to City; conduct unbecoming an employee in public service; mishandling of City funds; any intentional misrepresentation or fraud in connection with the performance of his duties; theft of City property; violation of law; or a material breach of this Agreement.

(e) By City, upon action of the City Manager, without cause, upon giving Garlock 30 days prior written notice of termination. In the event that a new City Manager is appointed by the City Council, the newly appointed City Manager shall not terminate this Agreement without cause for a period of 120 days following the City Manager's appointment as the City Manager. The purpose of this exception is to allow a newly appointed City Manager sufficient time to observe the actions and abilities of Garlock in the performance of his duties under this Agreement, any applicable job description, and applicable federal, state, and local law. After the expiration of the 120-day period, the City Manager may terminate Garlock, without cause, upon giving Garlock 30 days prior written notice of termination. Nothing in this subsection 7(e) shall modify the intention of subsections 7(a), 7(b), 7(c), or 7(d) of this Agreement.

Upon termination of the Agreement, the City and Garlock are released from any and all duties and obligations to the other, except as provided for in this Agreement.

8. **Eligibility for Severance Pay.** In the event the employment relationship is terminated for cause, Garlock shall not be entitled to severance pay. If the employment relationship is terminated without cause, Garlock will be eligible to receive severance pay in the amounts set forth below, if he executes a separation agreement as provided by the City:

- (a) Upon completion of one year of service under the contract, Garlock is eligible for one month of severance pay;
- (b) Upon completion of two years of service under the contract, Garlock is eligible for two months of severance pay; and
- (c) Upon completion of three years of service under the contract, and if the City elects to extend the contract, Garlock could be eligible for three months of severance pay.

9. **Entire Agreement.** The parties intend this writing to be the sole, final, complete, exclusive, and integrated expression and statement of the terms of their contract concerning the subject matter addressed in the Agreement. This Agreement supersedes all prior oral or written negotiations, representations, contracts, or other documents that may be related to the subject matter of this Agreement, except those other documents that may be expressly referenced and incorporated in this Agreement as provided above.

10. **Notices.** Any notice to be given to Garlock shall be sufficiently served if given to him personally or if deposited in the United States Mail, regular pre-paid mail, or with a recognized overnight delivery service such as UPS or FedEx, addressed to him at his most recent residence address as shown on the City's payroll records. Any notice to be given to City shall be addressed to the City Council and delivered or mailed to the City Clerk at City Hall.

11. **Successors and Assigns.** This Agreement is personal to Garlock. He may not transfer or assign the Agreement or any part of it. Subject to this restriction on transfer and assignment, this Agreement shall bind, and inure to the benefit of, the successors, assigns, heirs, and legal representatives of the parties.

12. **Amendments.** This Agreement may be amended only by a subsequent writing approved and signed by both parties. Any amendment by City must be approved by the City Council at a noticed public meeting. Individual City Council members do not have the authority, express or implied, to amend, modify, waive, extend or in any way alter this Agreement or the terms and conditions of Garlock's employment.

13. **Waiver.** The waiver at any time by either 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.

14. **Construction and Interpretation.** The parties agree and acknowledge 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 will not apply in construing or interpreting this Agreement.

15. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

16. **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 will be venue for any state court jurisdiction and the Eastern District of California will be venue for any federal court litigation concerning the enforcement or construction of this Agreement.

CITY OF WHEATLAND

MICHAEL GARLOCK

Bill Zenoni, City Manager

Michael Garlock

Attest:

Lisa Thomason, City Clerk