



REGULAR CITY COUNCIL MEETING Agenda

August 12, 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 July 08 2025, City Council Meeting

[3.2](#) Waive Second Reading and Adoption of an Ordinance Amending Section 18.60.060 of the Wheatland Municipal Code Relating to Animals and Animal Shelters

[3.3](#) Consideration and Adoption of Resolution Authorizing Execution of Agreement with Kirk Rekers for Interim Police Chief Services

4. PRESENTATIONS

Update on Wheatland Farmer's Market

5. REGULAR CALENDAR

[5.1](#) Consideration and Adoption of Resolution Authorizing Expenditure of Pumpkin Farm Joint Admission Funds for Purchase of a Speed Hump and Participation in Sponsorship of 2025 National Pumpkin Weigh-Off

5.2 Consideration and Adoption of Resolution Awarding Construction Contract for the City of Wheatland 2025 Pavement Maintenance Project

5.3 Consideration and Adoption of Resolution Approving An Amended General Employees' Association Memorandum of Understanding

6. REPORTS

7. 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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REGULAR CITY COUNCIL MEETING Minutes

July 08, 2025, at 6:00 PM

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

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1. OPENING MATTERS

1.1 Call to Order and Roll Call

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

PRESENT

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

OTHERS PRESENT:

- City Manager Bill Zenoni
- Deputy City Attorney, Gavin Ralphs
- City Engineer, Dane Schilling
- Police Chief, Brian Wittmer
- Fire Chief, Art Paquette

1.2 Pledge of Allegiance to the Flag

Mayor Angela Teter led the Pledge of Allegiance

2. PUBLIC COMMENT

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

Hannah Hart commented on establishing a library.
Chico Perez commented on the resignation of the Police Chief.
Clayton Cardoza commented on the resignation of the Police Chief.
Chris Walsh commented on the resignation of the Police Chief.

3. CONSENT CALENDAR

Item No. 3.2 was pulled from the consent calendar for discussion.

Motion made by Council Member B. Abe, Seconded by Council Member J. Abe to **approve minutes from June 10, 2025, City Council meeting and Resolution No. 34-25 Approving the Purchase of a Replacement Floating Aerator From ECS House Industries, Inc.** Vote called - AYES: All. Motion carried.

Item No. 3.2 was presented to council and audience members for the Proclamation Honoring the 50th Anniversary of Frank Webb Construction, Inc. Motion made by Council Member R. Coe, Seconded by B. Abe to **adopt the Proclamation Honoring the 50th Anniversary of Frank Webb Construction, Inc.** Vote called - AYES: All. Motion carried.

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

4. PUBLIC HEARING

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

Police Chief Brian Wittmer presented the staff report for discussion and adoption of Resolution Authorizing Execution of Agreement with Live Nation Worldwide, Inc. for Supplemental Law Enforcement Services at Toyota Amphitheater. Supplemental law enforcement is requested for staff at concerts and events held at the amphitheater during the 2025-26 fiscal year. The City council may authorize such services to private entities for special events provided they do not interfere with Police Department regular duty. The agreement ensures that the City’s public safety obligations to its residents are not compromised while allowing the Police Department to support selected and approved large-scale events.

Council Member J. Abe commented on officer injuries and guidelines of a set-up for police officer safety. Abe also commented on mutual aid, impact on officers and hours of concert traffic.

Vice Mayor McIntosh commented on officer's on location and questioned if Wheatland or the County would respond to incidents at the amphitheater.

Public Comment - None

With conflicting information received, **Motion made by Council Member B. Abe, Seconded by Council Member R. Coe to table the item until further information is provided for council members.** Vote called - AYES: All. Motion carried.

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

City Manager Bill Zenoni presented the staff report to Introduce and Waive First Reading of an Ordinance Amending Section 18.60.060 of the WHeatland Municipal Code Relating to Animals and Animal Shelters. On May 27, 2025, council conducted a public hearing on this matter and at the conclusion discussed the proposed ordinance and requested that staff return to the Planning Commission with a proposed change to the draft ordinance which would reduce the 15-foot property line distance requirement to 10 feet. The Planning Commission considered this matter on June 17, 2025 and adopted a resolution recommending the Wheatland City Council approve the amendment to Section 18.60.060 of the Wheatland Municipal Code related to animals and animal shelters increasing to five the number of small domestic animals allowed on any parcel of not less than six thousand square fee and requiring that these animals be kept a minimum of 10 feet from property lines and kept in a side or rear yard.

Motion made by Council Member B. Abe, Seconded by Mayor Teter to **Introduce and Waive First Reading of Ordinance No. 502 Amending Section 18.60.060 of the WHeatland Municipal Code Relating to Animals and Animal Shelters.**

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

5. REGULAR CALENDAR

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

City Manager Bill Zenoni and City Engineer Dane Schilling introduced the staff report for the 2025 Traffic Management Plan for Bishop's Pumpkin Farm Event. Each year, staff meets to plan for the upcoming pumpkin farm event and creates a traffic management plan. Bishop's Pumpkin Farm will open for the 2025 season on Saturday September 6th and will close on Sunday November 9th. The City will continue to provide law enforcement presence; Caltrans will be requested to implement alternative signal timing at the Main Street and First Street traffic signals. Barriers on Main Street have worked well and will be utilized again this year.

Council Member Coe commented on a successful season in 2024.
Mayor Teter commented on a city study for stop signs and procedure for speed bumps and liability to the City. Vice Mayor McIntosh commented on traffic volumes for a traffic study and use of information from a previous traffic study.
Council Member J. Abe commented on a stop sign and affect on traffic, verifying complaints and man power.
Council Member B. Abe commented on the cost of speed bumps.

Public

Pamela Walsh commented on a stop sign at Main and E Streets and a 15 MPH sign.
Chico Perez commented on speed humps.
Pamela Shelton commented on a public hearing for traffic.
Bob Files commented on speed bumps on one side of the street.
Chris Walsh commented on speed humps and fire engines.

City Manager Zenoni and City Engineer Schilling will meet to discuss comments and report back to City Council.

No action necessary.

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

City Manager Bill Zenoni introduced the staff report for Consideration and Adoption of a Resolution Approving Amendment No. 1 to the First Amended and Restated Wheatland Fire Authority (WFA) Joint Powers Agreement (JPA). City Council authorized staff to issue a Request for Proposals (RFP) for consulting firms to conduct an independent evaluation focused on identifying changes in operations or structure that may be necessary to ensure long-term sustainability of the Wheatland Fire Authority. City Council authorized an agreement with Municipal Resource Group to prepare the WFA Sustainability Analysis. The consultant provided a written report with projections on future service delivery needs and costs associated with the WFA including estimates for capital expenditures. The report also included a financial analysis identifying financial needs to maintain the Fire Authority’s sustainability and a discussion of potential funding mechanisms including adjusting the annual contribution made by the City. The consultant presented the Wheatland Fire Authority Sustainability Analysis Report to the City Council on October 22, 2024. The proposed Amendment No. 1 to the 2010 First Amended and Restated WFA JPA proposed amendments to Authority Facilities, Budget, and Party Contributions. The Plumas Brophy Fire Protection District will consider the amended agreement on July 10, 2025.

Mayor Teter commented on the proposed amendment duration through 2028. Council Member J. Abe commented on the next time agreement is evaluated, AKT Ranch, preparing for long term staffing for the Fire Department. Abe also commented on calls for service and costs.

Public

Pamela Shelton commented on language in Section 5.3 of the proposed amendment, budget and clarifying with both boards. City Attorney Ralphs commented on the language and stated he will clarify language and timeline.

Motion made by Vice Mayor McIntosh, Seconded by Council Member Coe to **approve Resolution No. 35-25 Approving Amendment No. 1 to the First Amended and Restated Wheatland Fire Authority Joint Powers Agreement.**

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

6. REPORTS

Police Chief Wittmer reported on a personnel update, Officer Hatfield is in training, The Braving Room for officer safety, canceling the Crime Watch Contract 4th of July weekend and body worn cameras update. City Attorney Ralphs reported on a training video for board procedure to conduct meetings. City Manager Zenoni reported the August 5th the City will host the National Night Out. Council Member Coe reported that his call for help to the WFA was handled with professionalism and care. Vice Mayor McIntosh reported on a drop in the road heading south while turning on to McDevitt Drive.

7. CLOSED SESSION

7:12 p.m. the City Council meeting adjourned to the Closed Session portion of the agenda.

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

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

9:18 p.m. the City Council reconvened the regular City Council meeting and reported on the acceptance of resignation of Police Chief Brian Wittmer.

8. ADJOURN

There being no further business, Mayor Angela Teter adjourned the meeting at 9:18 p.m.

ATTEST:

Angela Teter, Mayor

Lisa J. Thomason, City Clerk

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City Council Meeting Staff Report

Meeting Date: August 12, 2025

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

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council waive the second reading of and adopt an ordinance amending Section 18.60.060 of the Wheatland Municipal Code relating to animals and animal shelters.

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

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

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

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

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

On July 8, 2025, the Wheatland City Council conducted a second public hearing and then introduced and waived the first reading of an ordinance amending Section 18.60.060 of the Wheatland Municipal Code relating to animals and animal shelters.

A redline version showing the proposed change is provided below.

18.60.060 Animals and animal shelters.

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

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

CEQA Review

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

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

Attachment:
Ordinance

ORDINANCE NO. XXX

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

The Wheatland City Council ordains as follows:

SECTION 1: Purpose and Authority.

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

SECTION 2. Findings.

The Wheatland City Council finds and determines as follows:

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

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

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

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

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

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

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

* * * * *

I HEREBY CERTIFY that the foregoing ordinance was introduced at a regular meeting of the Wheatland City Council, held on the 8th of July, 2025, and passed and adopted at a regular meeting thereof, held on the 12th of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Angela Teter, Mayor
City of Wheatland

ATTEST:

Lisa Thomason, City Clerk
City of Wheatland



City Council Meeting Staff Report

Meeting Date: August 12, 2025

Subject: Consideration and Adoption of Resolution Authorizing Execution of Agreement with Kirk Rekers for Interim Police Chief Services

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council adopt the resolution authorizing the execution of an employment agreement with Kirk Rekers to provide Interim Police Chief Services.

Discussion: The City's Police Chief position was vacated by the resignation of the former Police Chief. The recruitment process for a permanent Police Chief has begun and is expected to take approximately 4 months to complete. On July 10th, the City's senior Police Officer, Kirk Rekers, was appointed to serve as Interim Police Chief. Mr. Rekers has been employed by the City of Wheatland as a Police Officer since March 2008. Mr. Rekers is well qualified to assume the duties of this position for the next several months until a permanent Police Chief is selected.

Fiscal Impact: The Police Chief is a budgeted position. Funding is available in the adopted Fiscal year 2025-26 budget.

Attachments:

1. Resolution
2. Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING THE EXECUTION OF AN AGREEMENT WITH KIRK REKERS FOR
SERVICES AS WHEATLAND INTERIM POLICE CHIEF**

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

WHEREAS, the City Manager has initiated the recruitment process to fill the Police Chief position on a permanent basis; and

WHEREAS, Kirk Rekers has been a Police Officer of the City of Wheatland Police Department since March 2008 and is well-qualified to fill this position on an interim basis; and

WHEREAS, on July 10, 2025, the City Manager appointed Kirk Rekers as Interim Police Chief while the recruitment process is underway for filling the Police Chief position on a permanent basis; and

WHEREAS, the City Council has evaluated the circumstances pertaining to the Police Chief position vacancy and wishes to enter into an Agreement with Kirk Rekers for his services as Interim Police Chief.

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.

PASSED AND ADOPTED by the City Council of City of Wheatland on this 12th day of August 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 KIRK REKERS FOR INTERIM POLICE CHIEF SERVICES**

This Agreement ("Agreement") is made and entered into this 12th day of August, 2025, by and between the City of Wheatland, a municipal corporation ("City") and Kirk Rekers, an individual ("Rekers"), collectively, the parties agree as follows:

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

2. Term. This Agreement shall be retroactively effective July 10, 2025, until December 1, 2025, unless sooner terminated as provided by the termination provisions stated within the Agreement.

3. Duties. Rekers 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. Rekers also shall perform such other duties and responsibilities as assigned by the City Manager from time to time. Rekers at all times shall act in the best interests of the City and perform his duties in a competent and professional manner.

4. Hours. Rekers acknowledges that his position is a full-time, salaried management position that is exempt from eligibility for overtime under State and Federal law and City rules. It is anticipated that Rekers shall work an average of five days per week. However, that time may vary depending on the City's needs. Rekers 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 Rekers during the term of this Agreement requires the prior written approval of the City Manager.

5. Compensation.

(a) Rekers shall receive a monthly salary in the amount of \$10, 501.89, consistent with Step 1 of the Police Chief classification in the City of Wheatland Salary Schedule adopted by the City of Wheatland effective July 1, 2024. The salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Rekers shall receive the following non-compounding pay incentives, totaling 8%, in addition to the salary provided in Subsection (a) above:

- Associate Degree or 60 to 119 college semester units = 2%
- Bachelor's Degree or 120 to 169 college semester units = 2%
- Master's Degree or 170 to 220 college semester units = 2%
- Advanced POST Certificate = 2%

(c) Rekers 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.

(d) While Rekers is not entitled to overtime pay, Rekers shall receive a one-time lump sum of 40 hours of compensatory time-off (“CTO”) in the first full pay period following City Council approval of this Agreement. These CTO hours will not expire. Any unused CTO hours remaining upon termination of this Agreement will remain in Rekers CTO leave account.

(e) Rekers shall be entitled to medical, dental and vision benefits in the same manner as City employees in the Police Officers Association.

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

(h) City shall continue to provide Rekers with a group life insurance policy not to exceed \$75,000 as provided to the city’s sworn public safety employees.

(i) Rekers shall continue to participate in City’s disability insurance programs in the same manner as other public safety employees.

(j) Rekers shall continue to accrue sick and vacation leave at the same rate as he is currently accruing 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 Rekers by the City. Itemized documentation shall be required for any such reimbursement. Reimbursement for uniform expense shall not exceed \$1,000 per calendar year.

(l) City authorizes Rekers to take home a marked Police 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 Rekers 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 Rekers to attend official meetings and occasions in an amount that is reasonably adequate to continue the professional development of Rekers 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, Rekers'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 Rekers 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 Rekers.

7. **Termination.** The Parties agree Reker's employment as Interim Polic Chief shall be at will and this Agreement and Reker's employment as Interim Police Chief may be terminated at any time by the City, with or without cause. Rekers may terminate this Agreement with ten (10) calendar days' notice. Following termination or expiration of this Agreement, Rekers shall return to his position as a City of Wheatland Police Officer at the same level of seniority held at the time Rekers commenced his employment as Interim Police Chief. If the City wishes to terminate not only this Agreement but also Rekers' City employment, meaning that Rekers would not return to his Police Officer position, the City would have to show good cause for termination from City employment under, and comply with the procedures set forth in, Personnel Rule Section 13.

8. **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.

9. **Notices.** Any notice to be given to Rekers 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.

10. **Successors and Assigns.** This Agreement is personal to Rekers. 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.

11. **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 Rekers's employment.

12. **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.

13. **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.

14. **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.

15. **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

KIRK REKERS

Bill Zenoni, City Manager

Kirk Rekers

Attest:

Lisa Thomason, City Clerk



City Council Meeting Staff Report

Meeting Date: August 12, 2025

Subject: Consideration and Adoption of Resolution Authorizing Expenditure of Pumpkin Farm Joint Admission Funds for Purchase of a Speed Hump and Participation in Sponsorship of 2025 National Pumpkin Weigh-Off

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing the expenditure of Pumpkin Farm Joint Admission Funds for the purchase of a speed hump and for participation in sponsorship of the 2025 National Pumpkin Weigh-Off to be held in Wheatland on September 27, 2025.

Discussion:

Temporary Speed Hump

Staff presented the Traffic Management Plan for the 2025 Bishop’s Pumpkin Farm Event to the City Council on July 8, 2025. During that presentation, Council discussed the possibility of installing temporary speed control devices including a speed hump on Main Street to slow traffic exiting the Bishop’s Pumpkin Farm. In accordance with Council direction, the City Engineer researched temporary speed hump options. Staff is recommending the purchase of a rubber speed table (speed hump) and temporary warning signage (estimated cost of \$4,900) which will be installed on the east-bound lane of Main Street during the heavy traffic period of September/October. This will be a pilot project. Staff will report on the perceived effectiveness of the temporary speed hump at the end of the Pumpkin Farm season.



2025 National Pumpkin Weigh-Off Sponsorship

The National Pumpkin Weigh-Off was established more than 100 years ago. The California Pumpkin Growers Club is a non-profit organization composed of pumpkin and large vegetable growers throughout California. The Club is part of the Great Pumpkin Commonwealth, an international organization which sets standards and maintains records for competitive weigh-offs held around the world. This event, which in past years was held in the cities of Elk Grove and Vacaville, was moved to the City of Wheatland for the first time in 2023.

The 2025 National Pumpkin Weigh-Off will be held on Saturday September 27th at the Bishop's Pumpkin Farm. Growers from across the United States are expected to participate in this event. Prizes will be awarded for the largest pumpkin. In addition, local 4-H and Future Farmers of America students have again been given the opportunity and starter plants to grow giant pumpkins of their own and will be eligible to win prizes of up to \$1,000.

Event sponsorships are being coordinated by the Yuba-Sutter Economic Development Corporation. The City of Wheatland contributed \$10,000 to this local event in 2024. It has been requested that the City again participate with a \$10,000 sponsorship this year. By participating in the sponsorship of this event at the requested amount, the City of Wheatland will be designated as an event sponsor and the City's logo will be incorporated into all marketing materials. Most importantly, this event receives national as well as local recognition and highlights Wheatland as the host City.

Fiscal Impact: The estimated cost of the temporary speed hump, including signage and temporary pavement markings is \$4,900. The cost of the proposed National Pumpkin Weigh-Off sponsorship is \$10,000. Both of these items can be funded from the approved budget in the Pumpkin Farm Joint Admission Fund, which has a current balance of \$93,000. This fund is projected to have a Fiscal Year 2025-26 year-end balance of \$137,890.

Attachment:

- 1. Resolution

**WHEATLAND CITY COUNCIL
RESOLUTION NO. 2025-****

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
AUTHORIZING THE EXPENDITURE OF PUMPKIN FARM JOINT ADMISSION FUNDS
FOR THE PURCHASE OF A SPEED HUMP AND PARTICIPATION IN SPONSORSHIP OF
THE 2025 NATIONAL PUMPKIN WEIGH-OFF**

WHEREAS, The City Council reviewed the Traffic Management Plan for the 2025 Bishop’s Pumpkin Farm Event on July 8, 2025 and directed staff to explore the possibility of installing a temporary speed control device on Main Street to control traffic exiting the Bishop’s Pumpkin Farm; and

WHEREAS, staff has identified a temporary speed control device (speed hump) which can be installed on Main Street during the peak traffic periods of September and October; and

WHEREAS, The California Pumpkin Growers Association, a member of the International Great Pumpkin Commonwealth, has again selected a Wheatland location for the 2025 National Pumpkin Weigh-Off which attracts the largest pumpkin and other large `vegetable growers; and

WHEREAS, Bishop’s Pumpkin Farm will host this event on Saturday September 27, 2025 which creates media exposure highlighting the City of Wheatland; and

WHEREAS, a sponsorship donation of \$10,000 will designated the City of Wheatland as an official event sponsor and will place the City of Wheatland logo on all event marketing materials.

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. Purchase of a speed control device (speed hump) in an amount not to exceed \$4,900 is hereby authorized to be funded from the Pumpkin Farm Joint Admission Fund.
- C. Sponsorship of the 2025 National Pumpkin Weigh-Off in the amount of \$10,000 is hereby authorized to be funded from the Pumpkin Farm Joint Admission Fund.

* * * * *

PASSED AND ADOPTED by the City Council of City of Wheatland on this 12th day of August 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Angela Teter, Mayor

ATTEST:

Lisa Thomason, City Clerk



CITY COUNCIL MEETING STAFF REPORT August 12, 2025

SUBJECT: Council discussion and consideration to adopt Resolution No. 36-25 authorizing the City Manager to award a construction contract to VSS International, Inc. for the City of Wheatland 2025 Pavement Maintenance Project.

PREPARED BY: Dane H. Schilling – City Engineer

Recommendation

Staff recommends adoption of Resolution No. 36-25 authorizing the City Manager to award a construction contract for the City of Wheatland 2025 Pavement Maintenance Project for the base bid work and project alternates in the amount of \$262,000.00 and to authorize the City Manager to expend up to \$31,700.00 for unforeseen and additional costs that may arise during construction.

Background/Discussion

In February 2022, the City Council accepted its first Pavement Management Program which provided an assessment of the 18-miles of City maintained streets and provided a framework for the implementation of maintenance efforts.

On June 3, 2025, the City Council adopted Resolution No. 20-25 which identified streets to be considered for resurfacing as part of the Roadway Maintenance and Rehabilitation Act SB1 funds. As a result, the streets included in the 2025 Pavement Maintenance Project (“Project”) were identified.

On June 10, 2025, the City Council adopted Resolution No. 21-25 which authorized the City Manager to advertise the City of Wheatland 2025 Pavement Maintenance Project for bids.

The following three bids were received and publicly opened on July 29, 2025:

Bid Summary: 2025 Pavement Maintenance Project (Base Bid)

Bidder Name	Bid Amount
Pavement Coatings Co.	\$ 310,464.39
VSS International, Inc.*	\$ 210,000.00
B&M Civil LLC	\$ 351,258.25
Engineers Estimate	\$ 340,500.00

**Apparent Low Bidder*

**Bid Summary: 2025 Pavement Maintenance Project
(with Alternates)**

Bidder Name	Bid Amount
Pavement Coatings Co.	\$ 397,467.39
VSS International, Inc.*	\$ 262,000.00
B&M Civil LLC	\$ 436,966.25
Engineers Estimate	\$ 409,685.00

**Apparent Low Bidder*

Staff performed a detailed review of the apparent low bidder’s bid, insurance, license information, and other required documents returned with their bid and no irregularities were found. The apparent low bidder appears to be a responsive and responsible bidder. Therefore, Staff is recommending that the City Council award a construction contract to VSS International, Inc. of West Sacramento, California in the amount of \$262,000.00 for the 2025 Pavement Maintenance Project and authorize the City Manager to expend up to \$31,700.00 for unforeseen and additional costs that may arise during construction.

Alternatives

Alternatively, the City Council may choose to reject all bids and not award the Project.

Fiscal Impact

The low base bid amount of \$210,000.00, and the base bid amount plus alternates of \$262,000.00 are within the engineer’s estimate of \$409,685.00 and within the project budget amount of \$495,000.00 as outlined below:

2025 Pavement Maintenance As-Bid Project Estimate

Item	Estimated Costs
Project Management & City Engineer	\$9,000
Engineering	\$26,000
Construction	\$262,000
Construction Management & Inspection	\$20,000
Subtotal	\$317,000
Contingency (10%)	\$31,700
Total	\$348,700

The current estimate of funding sources, project costs, and estimated remaining balances are given in the table below:

2025 Pavement Maintenance Project Funding

	SB 1	TDA	CIRA
Estimated Funding Amount	\$ 410,000	\$60,000	\$25,000
As-Bid Estimate	-\$263,700	-\$60,000	-\$25,000
Remaining Balance	\$146,300	\$0	\$0

Attachments

1. Resolution 36-25

RESOLUTION NO. 36-25

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONSTRUCTION CONTRACT WITH VSS INTERNATIONAL, INC. FOR THE CITY OF WHEATLAND 2025 PAVEMENT MAINTENANCE PROJECT IN THE AMOUNT OF \$262,000.00 AND AUTHORIZE THE CITY MANAGER TO EXPEND AN ADDITIONAL \$31,700.00 FOR ADDITIONAL AND UNFORESEEN COSTS THAT MAY ARISE DURING CONSTRUCTION

WHEREAS, In February 2022, the City Council adopted its first Pavement Management Program which provided an assessment of over 18-miles of City maintained streets and which provides a framework for the priority of street maintenance efforts; and

WHEREAS, on June 10, 2025, the City Council adopted Resolution 20-25 approving a list of potential projects to be funded in full or in part in Fiscal Year 2025-26 with State of California Road Maintenance and Rehabilitation Account (RMRA) revenues; and

WHEREAS, the City Council adopted Resolution 21-25 authorizing City staff to solicit bids for the 2025 Pavement Maintenance Project; and

WHEREAS, on July 29, 2025, the bid period closed and the City received three bids for construction of the Project; and

WHEREAS, the City Engineer has reviewed the bids and determined that VSS International, Inc. of West Sacramento, California submitted the lowest responsive and responsible Base Bid in the amount of \$210,000.00, where the Base Bid is specified in the request for bids as the basis for determining the low bidder; and

WHEREAS, the City Engineer has reviewed the bids and determined that Base Bid amount plus alternates for Stineman Court (Bid Alternate 1) and Hamon Court (Bid Alternate 2) for a total construction contract amount of \$262,000.00 is within the budget established for construction of the Project; and therefore the City Engineer has recommended awarding the Base Bid plus Bid Alternates 1 and 2 to VSS International, Inc..

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of City of Wheatland, State of California authorizes the City Manager to enter into a construction contract with VSS International, Inc. of Sacramento, California for construction of the 2025 Pavement Maintenance Project in the amount of \$262,000.00 for the Base Bid project plus Bid Alternates 1 & 2, and authorizes the City Manager to spend an additional \$31,700.00 for any unforeseen and additional costs that may arise during the course of construction.

PASSED AND ADOPTED by the City Council of City of Wheatland, State of California
this 12th day of August 2025, by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

Angela Teter, Mayor

ATTEST:

Lisa Thomason, City Clerk



City Council Meeting Staff Report

Meeting Date: August 12, 2025

Subject: Consideration and Adoption of Resolution Approving An Amended General Employees' Association Memorandum of Understanding

Prepared By: Bill Zenoni, City Manager

Recommendation: Staff recommends that the Wheatland City Council consider adoption of a resolution approving an amended Memorandum of Understanding with the General Employees' Association.

Discussion: The City Council, on June 27, 2023 approved a two-year Memorandum of Understanding (MOU) with the Wheatland General Employees' Association. That MOU expired on June 30, 2025. The General Employees' Association membership includes employees in Public Works, Finance, Administration and Police Department administrative staff, excluding those positions covered by individual employment agreements (City Manager, Finance Director, Public Works Director). The City Manager and members of the General Employees' Association have concluded negotiations and have agreed on an amended Memorandum of Understanding for City Council consideration.

The proposed amendments to the General Employees' Memorandum of Understanding include the following:

- Two-year term (July 1, 2025 to June 30, 2027).
- Cost of living adjustments of 3% effective July 1, 2025 and 3% effective July 1, 2026.
- Addition of Accounting Technician to positions authorized to receive bilingual incentive pay.
- Increase in longevity incentive pay for employees with 20 years of service (from 2% to 5%).
- Provision for requesting updated actuarial valuation from CalPERS during term of two-year agreement.
- Increase in standby pay of \$5.00 per day.
- Replace provision of daily laundered shirts for Public Works employees with provision of 6 shirts per year.
- Increase annual boot allowance for Public Works employees from \$400 to \$500.

Fiscal Impact: Costs associated with the amended Memorandum of Understanding are included in the adopted Fiscal Year 2025-26 Budget.

Attachments:

1. Resolution
2. Wheatland General Employees' Association Memorandum of Understanding
3. Wheatland General Employees' Association Memorandum of Understanding (redline)

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
APPROVING AN AMENDED GENERAL EMPLOYEES’ ASSOCIATION
MEMORANDUM OF UNDERSTANDING**

WHEREAS, the General Employees’ Association Memorandum of Understanding (MOU) covers the time period of July 1, 2023 to June 30, 2025; and

WHEREAS, negotiations have been completed with employees for an amended MOU covering the period of July 1, 2025 to June 30, 2027; and

WHEREAS, the City Council of the City of Wheatland must approve all changes to the General Employees’ Association Memorandum of Understanding.

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 General Employees’ Association Memorandum of Understanding as amended.
- C. The City Council directs the City Manager to execute the General Employees’ Association Memorandum of Understanding.

PASSED AND ADOPTED by the City Council of City of Wheatland on this 12th day of August 2025, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

APPROVED:

Angela Teter, Mayor

ATTEST:

Lisa Thomason, City Clerk

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHEATLAND AND
THE GENERAL EMPLOYEES' ASSOCIATION
July 1, 2025 – June 30, 2027**

This Memorandum of Understanding (MOU) is entered into by and between the City of Wheatland ("City") and the General Employees Association ("Association"). This MOU is adopted pursuant and subject to the Meyers-Millias-Brown Act (Government Code section 3500 et seq.) and City employer-employee relations rules and regulations (Wheatland Personnel Rules, section 25; adopted by City Council Resolution No. 27-06. The City and the Association agree as follows:

ARTICLE I – RECOGNITION:

Pursuant to the provisions of the Meyers-Millias-Brown Act, Government Code Section 3500, et seq., the City of Wheatland (hereinafter called the "City" and "Employer" interchangeably), has recognized that the General Employees' Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the Miscellaneous Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE II – NON-DISCRIMINATION:

The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Millias-Brown Act. The City and the Association shall re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

ARTICLE III – COMPENSATION PLAN:

Section 1: Salary ranges effective retroactive to July 1, 2025, and July 1, 2026, are listed in Attachment "A".

Section 2: The salary ranges are increased as follows:

- a. 3 percent (3%) Cost of Living Adjustment from previous MOU effective July 1, 2025
- b. 3 percent (3%) Cost of Living Adjustment from FY 2025-26 effective July 1, 2026.

Section 3: Effective retroactive to July 1, 2025, bilingual incentive pay of 2.5% of base pay shall be established and available for the classifications of City Clerk, Police Administrative Assistant, Account Clerk I, Account Clerk II, Senior Account Clerk, and Accounting Technician for language fluency in either Spanish or Hmong. Pay may be authorized by the City Manager after the employee's successful achievement of language certification as established by the City Manager.

Section 4: Effective retroactive to July 1, 2025, longevity incentive of Five Percent (5%) of base salary will be paid to any represented employee after they have completed Ten (10) years of continuous service with the City, and an additional Five Percent (5%) of base salary will be paid to any represented employee after they have completed Twenty (20) years of continuous service

with the City. Unpaid leave or being in unpaid status of less than ninety (90) days shall not constitute a break in continuous service.

ARTICLE IV – PERSONNEL RULES:

The parties acknowledge and agree that employment terms and conditions also shall be governed by the Personnel Rules and Regulations dated December 10, 2019, as the same may be amended from time to time subject to the meet and confer process. If there is an irreconcilable conflict between this MOU and the Personnel Rules, the MOU shall prevail. If there is an irreconcilable conflict between this MOU and any applicable federal or state law, the law shall prevail.

The following identified sections of the Personnel Rules are modified by this MOU as they apply to the employees represented by the General Employees Association:

Section Y. Definition of Work Week. The definition of “Work Week” for the purpose of determining Overtime eligibility under FLSA shall be “The Work Week shall start at the beginning of the fifth hour of scheduled work time on Friday and end at the completion of the fourth hour of scheduled work time on the following Friday.”

Section Y.a. Definition of Pay Period. The Pay Period for represented employees shall start at the beginning of the fifth hour of the work schedule on Friday and end after the completion of the fourth hour of the work schedule on the second following Friday. The Pay Date for such pay period shall be seven days after the end of the pay period. This definition shall only apply to those employees represented under this Memorandum of Understanding.

In addition, every day designated by the President or Governor for a public fast, thanksgiving, or holiday and approved by the City Council shall be a paid holiday for City Employees.

ARTICLE V – RETIREMENT:

Section 1: Represented regular employees covered by this Agreement will have the opportunity to participate in a 457 Deferred Compensation Plan established by the City of Wheatland through “The Hartford” or such other plan(s) that may be subsequently established. The terms of the approved plan shall govern a represented regular employee’s rights to participate in the plan.

Section 2: Social Security: the City also participates in the Federal Social Security system (FICA and Medicare). The City contributes 7.65% of salary on behalf of the represented regular employee. The City’s contribution rate may be adjusted by changes in the Federal Law. The represented regular employees shall contribute the amount required by Federal law. Represented regular employees currently contribute 7.65% of salary on their own behalf.

Section 3: The City agrees to contribute 6% of each represented regular employee’s base pay matching a 3% represented regular employee contribution towards a retirement plan sponsored by Mission Square (formerly ICMA). The City’s contribution shall not be made if the represented regular employee is not contributing the 3% match.

Section 4: The City continues to agree to the amendment to the contract with Mission Square (formerly ICMA) regarding the terms of the Money Purchase Plan contract (the Section 401a

plan) that is currently in effect. The amendment shall be that the represented regular employees shall be permitted to borrow from the retirement savings to which they have become fully vested. There shall be no change in the vesting schedule for employer contributions.

Section 5: The City will request an updated CalPERS Actuarial Study by January 31, 2026. The City's Finance Director will report quarterly on the progress of the updated study and provide the Association with a summary of the study once it is complete. Should the City choose not to complete the study, the City agrees to reopen negotiations with the Association.

ARTICLE VI – DEDUCTION FOR ASSOCIATION DUES:

The City will provide for a payroll deduction for Association dues. An authorization form must be signed by each individual employee authorizing a bi-weekly deduction for Association dues. The City will not be responsible for administering the Association dues program. The Association shall be allowed to modify the amount of the bi-weekly payroll deduction no more than once each fiscal year after the initial establishment of the dues amount. The City shall provide a bi-weekly check to the Association for the dues collected during the related payroll period. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE VII – INSURANCE BENEFITS:

Effective July 1, 2019, all represented regular employees will be eligible for medical insurance (Kaiser GF Plan 50) for themselves and their qualified family members after 30 days of employment. The employee will be responsible for twenty (20) percent of the cost of the medical insurance premium. Represented regular part-time employees are eligible for medical insurance on a prorated basis.

Represented regular employees employed by the City on or before June 30, 2019, will continue to receive 100% paid *employee only* medical insurance (Kaiser GF Plan 50). The employee will be responsible for twenty (20) percent of the cost of any medical insurance premium (Kaiser GF Plan 50) for *employee + spouse, Employee + child, or employee + spouse + child*.

An employee may decline to participate in the City health insurance plan if the employee provides his/her supervisor with proof of alternative insurance coverage. Annually (on July 1), should an employee choose to opt out of the insurance plan, the employee must provide his/her supervisor with acceptable proof of alternative insurance coverage prior to being able to opt out of the plan. If an employee declines to participate in the City health insurance plan, then the employee shall receive \$300 per month instead. This amount shall be paid as additional employee wages, subject to the usual payroll deductions and withholdings. For the purposes of annual accounting, premium costs shall be those currently in effect on July 1 of each year.

ARTICLE VIII – STATE DISABILITY INSURANCE:

All employees will participate and authorize a payroll deduction for this premium. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE IX – LIFE INSURANCE:

The City shall provide City paid life insurance benefits for each full-time employee in the amount of \$75,000. The benefits include payments for natural death with additional benefits paid for accidental death and dismemberment. The amount of premium that is paid by the City for the benefit amount that exceeds \$50,000 shall be included as taxable earnings to the employee.

ARTICLE X – STANDBY PAY:

Effective retroactive to July 1, 2025, employees assigned standby on weekday nights will be paid \$35.00 per night. Employees assigned standby weekend day (24 hours) will be paid \$55.00 per day. Employees assigned standby on holidays (24 hours) will be paid \$55.00 per day.

ARTICLE XI – CALL OUT PAY:

Employees who have completed their normal workday by more than 30 minutes; are on a normal workday off; or on paid leave and are called back to work shall be eligible for "Call Out Pay". Said pay shall be at the normal overtime rate of time-and-one half with a minimum of 2 hours accrued for the call out.

ARTICLE XII – CLOTHING POLICY

The City shall provide each public works employee with six (6) shirts, five (5) pairs of pants, two (2) hats, and two (2) sweatshirts each year. The City shall reimburse each public works employee up to \$500.00 per year for work boots upon receipt of proof of purchase. The City will provide a uniform allowance of up to \$500 per fiscal year for the employee designated as the Police Administrative Assistant. The City will reimburse the employee designated as the Police Administrative Assistant after the employee has returned a receipt for money spent to the Finance Department. The monies paid to the employee will be non-taxed. Any amount of the allowance unexpended or uncommitted as of June 30 of any fiscal year will be carried forward into the following fiscal year.

ARTICLE XIII – PERSONAL CELL PHONE USE REIMBURSEMENT

Public Works employees who are required by their supervisor to use their personal cell phone for City business shall be reimbursed for said use at the rate of \$75.00 per month.

ARTICLE XIV – CERTIFICATE PAY

Employees classified as Wastewater Treatment Plant Operator who attain dual certification (Wastewater Treatment Operator – Grade 2 and Water Distribution Operator) shall receive a 7.5 % salary incentive after attaining the second certificate.

Other Public Works employees who attain the single certification of Water Distribution Operator shall receive a 2% salary incentive.

ARTICLE XV – EDUCATION INCENTIVE FOR GEA

The following pay incentives will be granted to each represented regular employee upon satisfactory documentation of each qualifying item. Each incentive will be cumulative:

- Associates Degree (A.S. or A.A) or 60-119 college semester units 2%
- Bachelor’s Degree (B.S. or B.A.) or 120-169 college semester units in majors listed below 2%
- Master’s Degree (M.S. or M.A.) or 170 – 220 college semester units in majors listed below 2%
- Doctorate or equivalent or 221+ college semester units in majors listed below 2%
- Certified Municipal Clerk Certificate (International Institute of Municipal Clerks) 2%
- Master Municipal Clerk Certificate (International Institute of Municipal Clerks) 2%
- Accounting proficiency certificate (as approved by the City Manager and only in the absence of an A.A. or B.A. in accounting or finance) 2%

Majors qualifying for incentive pay, above an A.A degree, are Accounting, Finance, Business Administration, Public Administration, or related degree as approved by the City Manager.

ARTICLE XVI – COMPENSATORY TIME OFF (CTO) PAY

Employees may accrue CTO in lieu of cash payment for overtime worked.

ARTICLE XVII – TIME FOR ASSOCIATION BUSINESS

Represented employees shall be allowed a reasonable amount of time to meet with their Association representative(s) on GEA business and/or an issue related to said employee’s conditions of employment. The employee’s supervisor shall be notified in advance of said planned meeting and supervisory approval is required. Such approval shall not unreasonably be withheld.

ARTICLE XVIII – CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;

- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology, and extent of services to be provided to the public;
- e. To determine methods of financing;
- f. To determine types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- h. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- l. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards;
- l. To discharge, suspend, demote, or otherwise discipline employees for proper cause;
- m. To determine job classifications and to reclassify employees; and
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

ARTICLE XIX – EMPLOYEE RIGHTS:

The following are employee rights:

Section 1: The right of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the City of Wheatland.

ARTICLE XX – ASSOCIATION RESPONSIBILITY:

Section 1: In the event that the Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXI, Prohibited conduct, Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging

in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XXI, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXI, Prohibited conduct, Section 1.

**ARTICLE XXI – NO STRIKE – NO LOCKOUT:
PROHIBITED CONDUCT**

Section 1: The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge, suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XX, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXII – ENTIRE MEMORANDUM OF UNDERSTANDING:

Section 1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXIII – WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE XXIV – EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU may be suspended by the City Manager during the term of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE XXV – ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this Memorandum of Understanding, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues (including COPS funds) of percent (5%); a reduction in General Fund Contingency of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE XXVI – SEPARABILITY:

If any provision of this Memorandum of Understanding is declared invalid the remainder of the agreement is valid.

ARTICLE XXVII – FULL FORCE EFFECT

All provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding or until such time as a successor agreement is approved.

ARTICLE XXVIII – TERM OF MEMORANDUM OF UNDERSTANDING:

The term of this Memorandum of Understanding shall commence on July 1, 2025, and shall continue in full force and effect through June 30, 2027, or until the City Council adopts either a succeeding MOU or terms and conditions following MOU negotiations that did not result in an MOU agreement.

ARTICLE XXIX – RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council for the City of Wheatland. Subject to the foregoing, this Memorandum of Understanding is hereby executed by the authorized representatives of the City and the Association and entered into this 12th day of August 2025.

CITY OF WHEATLAND

GENERAL EMPLOYEES' ASSOCIATION

Bill Zenoni
City Manager

Jessey Johnson
Position: _____

Date

Attachment A

Salary Ranges

Classifications	FY 2024-2025		FY 2025-2026									
	Range	Step 1	Step I	Hrly	Step II	Hrly	Step III	Hrly	Step IV	Hrly	Step V	Hrly
Administrative Clerk (set at minimum wage)	0.5	2,773.33	2,860.00	16.50	3,003.00	17.33	3,153.15	18.19	3,310.81	19.10	3,476.35	20.06
	1	3,631.91	3,740.86	21.58	3,927.91	22.66	4,124.30	23.79	4,330.52	24.98	4,547.04	26.23
Account Clerk I	2	3,722.90	3,834.59	22.12	4,026.32	23.23	4,227.63	24.39	4,439.01	25.61	4,660.96	26.89
	3	3,816.38	3,930.87	22.68	4,127.41	23.81	4,333.78	25.00	4,550.47	26.25	4,777.99	27.57
Operator in Training	4	3,911.09	4,028.43	23.24	4,229.85	24.40	4,441.34	25.62	4,663.41	26.90	4,896.58	28.25
	5	4,009.57	4,129.85	23.83	4,336.35	25.02	4,553.16	26.27	4,780.82	27.58	5,019.86	28.96
Maintenance Worker	6	4,109.28	4,232.56	24.42	4,444.19	25.64	4,666.40	26.92	4,899.71	28.27	5,144.70	29.68
	7	4,211.47	4,337.81	25.03	4,554.70	26.28	4,782.43	27.59	5,021.56	28.97	5,272.63	30.42
Account Clerk II	8	4,317.42	4,446.94	25.66	4,669.29	26.94	4,902.75	28.29	5,147.89	29.70	5,405.28	31.18
	9	4,424.61	4,557.35	26.29	4,785.22	27.61	5,024.48	28.99	5,275.70	30.44	5,539.49	31.96
Senior Account Clerk/Accounting Technician I	10	4,535.53	4,671.59	26.95	4,905.17	28.30	5,150.43	29.71	5,407.95	31.20	5,678.35	32.76
	11	4,648.95	4,788.42	27.63	5,027.84	29.01	5,279.23	30.46	5,543.19	31.98	5,820.35	33.58
Sr Maint Worker, Water/Wastewater Operator	12	4,764.86	4,907.81	28.31	5,153.20	29.73	5,410.86	31.22	5,681.40	32.78	5,965.47	34.42
	13	4,884.51	5,031.05	29.03	5,282.60	30.48	5,546.73	32.00	5,824.06	33.60	6,115.27	35.28
Police Administrative Assistant	14	5,006.66	5,156.86	29.75	5,414.71	31.24	5,685.44	32.80	5,969.71	34.44	6,268.20	36.16
	15	5,131.29	5,285.23	30.39	5,549.49	32.02	5,826.96	33.62	6,118.31	35.30	6,424.22	37.06
Public Works Supervisor	16	5,259.67	5,417.46	31.25	5,688.33	32.82	5,972.75	34.66	6,271.38	36.18	6,584.95	37.99
	17	5,391.78	5,553.53	32.04	5,831.21	33.64	6,122.77	35.32	6,428.91	37.09	6,750.35	38.94
Administrative Clerk/City Clerk, Accounting Technician II	18	5,526.38	5,692.17	32.84	5,976.78	34.48	6,275.62	36.21	6,589.40	38.02	6,918.87	39.92
	19	5,664.73	5,834.67	33.68	6,126.40	35.34	6,432.72	37.11	6,754.36	38.97	7,092.08	40.92
*Building Inspector, PW Superintendent, Senior Accountant	20	5,805.57	5,979.74	34.50	6,278.73	36.22	6,592.66	38.03	6,922.30	39.94	7,268.41	41.93
	21	5,951.39	6,129.94	35.37	6,436.43	37.13	6,758.25	38.99	7,096.17	40.94	7,450.98	42.99
Chief Building Official	22	6,099.72	6,282.71	36.25	6,596.85	38.06	6,926.69	39.96	7,273.02	41.96	7,636.67	44.06
	23	6,253.03	6,440.62	37.15	6,762.65	39.02	7,100.78	40.97	7,455.82	42.01	7,828.61	45.17
Community Development Director	24	6,408.81	6,601.08	38.08	6,931.13	39.99	7,277.69	41.99	7,641.57	44.09	8,023.65	46.29
	25	6,569.60	6,766.69	39.04	7,105.02	40.99	7,460.28	43.04	7,833.29	45.19	8,224.95	47.45
Police Chief	26	6,732.89	6,934.87	40.01	7,281.62	42.01	7,645.70	44.11	8,027.98	46.32	8,429.38	48.63
	27	6,901.13	7,108.17	41.01	7,463.58	43.06	7,836.75	45.21	8,228.59	47.47	8,640.02	49.85
Police Chief	28	7,074.39	7,286.62	42.04	7,650.95	44.14	8,033.50	46.35	8,435.17	48.66	8,856.93	51.10
	29	7,251.36	7,468.90	43.09	7,842.34	45.24	8,234.46	47.51	8,646.18	49.88	9,078.49	52.38
Police Chief	30	7,432.08	7,655.04	44.16	8,037.80	46.37	8,439.69	48.69	8,861.67	51.13	9,304.75	53.66
	31	7,617.80	7,846.34	45.27	8,238.65	47.53	8,650.59	49.91	9,083.12	52.40	9,537.27	55.02
Police Chief	32	7,808.49	8,042.74	46.40	8,444.88	48.72	8,867.13	51.16	9,310.48	53.71	9,776.01	56.40
	33	8,004.17	8,244.30	47.56	8,656.51	49.94	9,089.34	52.44	9,543.80	55.06	10,021.00	57.81
Police Chief	34	8,203.58	8,449.69	48.75	8,872.17	51.19	9,315.78	53.74	9,781.57	56.43	10,270.65	59.25
	35	8,409.23	8,661.51	49.97	9,094.59	52.47	9,549.32	55.09	10,026.78	57.85	10,528.12	60.74
Police Chief	36	8,619.87	8,878.46	51.22	9,322.38	53.78	9,788.50	56.47	10,273.93	59.30	10,791.83	62.26
	37	8,834.24	9,099.27	52.50	9,554.23	55.12	10,031.94	57.68	10,533.54	60.77	11,060.22	63.81
Police Chief	38	9,056.11	9,327.79	53.81	9,794.18	56.50	10,283.89	59.33	10,798.08	62.30	11,337.99	65.41
	39	9,281.70	9,560.15	55.15	10,038.16	57.91	10,540.06	60.81	11,067.07	63.85	11,620.42	67.04
Police Chief	40	9,513.50	9,798.91	56.53	10,288.85	59.36	10,803.30	62.33	11,343.46	65.44	11,910.64	68.72
	41	9,751.57	10,044.12	57.95	10,546.32	60.84	11,073.64	63.89	11,627.32	67.08	12,208.69	70.43
Police Chief	42	9,995.86	10,295.74	59.40	10,810.53	62.37	11,351.05	65.49	11,918.61	68.76	12,514.54	72.14
	43	10,245.14	10,552.50	60.88	11,080.12	63.92	11,634.13	67.12	12,215.83	70.48	12,826.63	72.89
44	10,501.89	10,816.95	62.41	11,357.80	65.53	11,925.69	68.80	12,521.97	72.24	13,148.07	74.63	

Section 5, Item # 5.3

Assumptions:

Ranges originated from the CPS Human Resource Services Compensation Study - see Resolution No. 28-06 Exhibit "A". Rates are stated on a monthly basis. Steps are 5% apart. Hourly rates for pay purposes are calculated by multiplying the monthly rates times 12 and dividing by 2,080.

City of Wheatland
 FY 2026-27 Pay Ranges Effective July 1, 2026

Range	FY 2025-2026					FY 2026-2027					
	Step 1	Step I	Step II	Step III	Step IV	Step V	Step I	Step II	Step III	Step IV	Step V
0.5	2,860.00	2,945.80	3,093.09	3,247.74	3,410.13	3,580.64	3,740.86	3,853.09	4,045.74	4,248.03	4,460.43
1	3,740.86	3,853.09	4,147.11	4,354.46	4,572.18	4,800.79	3,949.62	4,147.11	4,354.46	4,572.18	4,800.79
2	3,834.59	3,949.62	4,251.23	4,463.79	4,686.98	4,921.33	3,930.87	4,046.79	4,251.23	4,463.79	4,686.98
3	3,930.87	4,046.79	4,356.74	4,574.58	4,803.31	5,043.47	4,028.43	4,149.28	4,356.74	4,574.58	4,803.31
4	4,028.43	4,149.28	4,466.44	4,689.76	4,924.25	5,170.46	4,129.85	4,253.75	4,466.44	4,689.76	4,924.25
5	4,129.85	4,253.75	4,577.51	4,806.39	5,046.71	5,299.04	4,232.56	4,359.53	4,577.51	4,806.39	5,046.71
6	4,232.56	4,359.53	4,691.34	4,925.91	5,172.20	5,430.81	4,337.81	4,467.94	4,691.34	4,925.91	5,172.20
7	4,337.81	4,467.94	4,809.37	5,049.83	5,303.97	5,567.44	4,446.94	4,580.35	4,809.37	5,049.83	5,303.97
8	4,446.94	4,580.35	4,928.77	5,175.21	5,433.93	5,705.67	4,557.35	4,694.07	4,928.77	5,175.21	5,433.93
9	4,557.35	4,694.07	5,052.33	5,304.95	5,570.19	5,848.70	4,671.59	4,811.74	5,052.33	5,304.95	5,570.19
10	4,671.59	4,811.74	5,178.67	5,437.61	5,709.49	5,994.96	4,788.42	4,932.07	5,178.67	5,437.61	5,709.49
11	4,788.42	4,932.07	5,307.79	5,573.18	5,851.84	6,144.44	4,907.81	5,055.04	5,307.79	5,573.18	5,851.84
12	4,907.81	5,055.04	5,441.08	5,713.13	5,998.79	6,298.73	5,031.05	5,181.98	5,441.08	5,713.13	5,998.79
13	5,031.05	5,181.98	5,577.15	5,856.00	6,148.80	6,456.24	5,156.86	5,311.57	5,577.15	5,856.00	6,148.80
14	5,156.86	5,311.57	5,715.97	6,001.77	6,301.86	6,616.95	5,285.23	5,443.78	5,715.97	6,001.77	6,301.86
15	5,285.23	5,443.78	5,858.98	6,151.93	6,459.52	6,782.50	5,417.46	5,579.98	5,858.98	6,151.93	6,459.52
16	5,417.46	5,579.98	6,006.15	6,306.45	6,621.78	6,952.87	5,553.53	5,720.14	6,006.15	6,306.45	6,621.78
17	5,553.53	5,720.14	6,156.08	6,463.88	6,787.08	7,126.43	5,692.17	5,862.93	6,156.08	6,463.88	6,787.08
18	5,692.17	5,862.93	6,310.20	6,625.71	6,956.99	7,304.84	5,834.67	6,009.71	6,310.20	6,625.71	6,956.99
19	5,834.67	6,009.71	6,467.09	6,790.44	7,129.97	7,486.46	5,979.74	6,159.13	6,467.09	6,790.44	7,129.97
20	5,979.74	6,159.13	6,629.53	6,961.00	7,309.05	7,674.51	6,129.94	6,313.83	6,629.53	6,961.00	7,309.05
21	6,129.94	6,313.83	6,794.75	7,134.49	7,491.21	7,865.77	6,282.71	6,471.19	6,794.75	7,134.49	7,491.21
22	6,282.71	6,471.19	6,965.53	7,313.81	7,679.50	8,063.47	6,440.62	6,633.84	6,965.53	7,313.81	7,679.50
23	6,440.62	6,633.84	7,139.06	7,496.02	7,870.82	8,264.36	6,601.08	6,799.11	7,139.06	7,496.02	7,870.82
24	6,601.08	6,799.11	7,318.18	7,684.08	8,068.29	8,471.70	6,766.69	6,969.69	7,318.18	7,684.08	8,068.29
25	6,766.69	6,969.69	7,500.06	7,875.07	8,268.82	8,682.26	6,934.87	7,142.92	7,500.06	7,875.07	8,268.82
26	6,934.87	7,142.92	7,687.48	8,071.86	8,475.45	8,899.22	7,108.17	7,321.41	7,687.48	8,071.86	8,475.45
27	7,108.17	7,321.41	7,880.48	8,274.50	8,688.23	9,122.64	7,286.62	7,505.22	7,880.48	8,274.50	8,688.23
28	7,286.62	7,505.22	8,017.61	8,481.49	8,905.57	9,350.85	7,468.90	7,692.97	8,017.61	8,481.49	8,905.57
29	7,468.90	7,692.97	8,218.33	8,692.88	9,127.52	9,583.90	7,655.04	7,884.70	8,218.33	8,692.88	9,127.52
30	7,655.04	7,884.70	8,416.21	8,905.57	9,355.61	9,823.39	7,846.34	8,081.73	8,416.21	8,905.57	9,355.61
31	7,846.34	8,081.73	8,633.84	9,133.14	9,589.80	10,069.29	8,042.74	8,284.03	8,633.84	9,133.14	9,589.80
32	8,042.74	8,284.03	8,848.99	9,362.02	9,830.12	10,321.62	8,244.30	8,491.63	8,848.99	9,362.02	9,830.12
33	8,244.30	8,491.63	9,075.07	9,595.25	10,075.02	10,578.77	8,449.69	8,703.18	9,075.07	9,595.25	10,075.02
34	8,449.69	8,703.18	9,307.59	9,835.80	10,327.59	10,843.96	8,661.51	8,921.36	9,307.59	9,835.80	10,327.59
35	8,661.51	8,921.36	9,540.04	10,082.16	10,586.27	11,115.58	8,878.46	9,144.82	9,540.04	10,082.16	10,586.27
36	8,878.46	9,144.82	9,789.27	10,332.90	10,849.55	11,392.02	9,099.27	9,372.25	9,789.27	10,332.90	10,849.55
37	9,099.27	9,372.25	10,048.86	10,592.41	11,122.03	11,678.13	9,327.79	9,607.62	10,048.86	10,592.41	11,122.03
38	9,327.79	9,607.62	10,303.30	10,856.27	11,399.08	11,969.03	9,560.15	9,846.95	10,303.30	10,856.27	11,399.08
39	9,560.15	9,846.95	10,569.69	11,127.40	11,683.77	12,267.95	9,798.91	10,092.88	10,569.69	11,127.40	11,683.77
40	9,798.91	10,092.88	10,811.14	11,405.85	11,976.14	12,574.95	10,044.12	10,345.44	10,811.14	11,405.85	11,976.14
41	10,044.12	10,345.44	11,075.62	11,691.58	12,276.16	12,889.97	10,295.74	10,604.61	11,075.62	11,691.58	12,276.16
42	10,295.74	10,604.61	11,348.84	11,983.15	12,582.31	13,211.43	10,552.50	10,869.07	11,348.84	11,983.15	12,582.31
43	10,552.50	10,869.07	11,633.84	12,255.69	12,848.80	13,480.70	10,816.95	11,135.80	11,633.84	12,255.69	12,848.80
44	10,816.95	11,135.80	11,925.69	12,521.97	13,148.07						

Section 5, Item # 5.3

Assumptions:
 Ranges originated from the CPS Human Resource Services Compensation Study - see Resolution No. 28-06 Exhibit "A".
 Rates are stated on a monthly basis. Steps are 5% apart. Hourly rates for pay purposes are calculated by multiplying the monthly rates times 12 and dividing by 2,080.

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF WHEATLAND AND
THE GENERAL EMPLOYEES' ASSOCIATION
July 1, 2025 – June 30, 2027**

This Memorandum of Understanding (MOU) is entered into by and between the City of Wheatland ("City") and the General Employees Association ("Association"). This MOU is adopted pursuant and subject to the Meyers-Millias-Brown Act (Government Code section 3500 et seq.) and City employer-employee relations rules and regulations (Wheatland Personnel Rules, section 25; adopted by City Council Resolution No. 27-06. The City and the Association agree as follows:

ARTICLE I – RECOGNITION:

Pursuant to the provisions of the Meyers-Millias-Brown Act, Government Code Section 3500, et seq., the City of Wheatland (hereinafter called the "City" and "Employer" interchangeably), has recognized that the General Employees' Association (hereinafter called the "Association") as the exclusive recognized bargaining agent for the employees in the Miscellaneous Employees Unit for the purpose of establishing salaries, wages, hours and working conditions.

ARTICLE II – NON-DISCRIMINATION:

The City and the Association agree that they shall not discriminate against any employee because of race, color, sex, age, national origin, political or religious opinions or affiliation or handicap or exercise of rights under the Meyers-Millias-Brown Act. The City and the Association shall re-open any provision of this agreement for the purpose of complying with any final order of the federal or state agency or court of competent jurisdiction requiring a modification or change in any provision or provisions of this agreement in compliance with state or federal anti-discrimination laws.

ARTICLE III – COMPENSATION PLAN:

Section 1: Salary ranges effective retroactive to July 1, 2025, and July 1, 2026, are listed in Attachment "A".

Section 2: The salary ranges are increased as follows:

- a. 3 percent (3%) Cost of Living Adjustment from previous MOU effective July 1, 2025
- b. 3 percent (3%) Cost of Living Adjustment from FY 2025-26 effective July 1, 2026.

Section 3: Bilingual incentive pay of 2.5% of base pay shall be established and available for the classifications of City Clerk, Police Administrative Assistant, Account Clerk I, Account Clerk II, ~~and Senior Account Clerk,~~ and Accounting Technician for language fluency in either Spanish or Hmong. Pay may be authorized by the City Manager after the employee's successful achievement of language certification as established by the City Manager.

Section 4: Longevity incentive of Five Percent (5%) of base salary will be paid to any represented employee after they have completed Ten (10) years of continuous service with the City, and an additional ~~Five~~ Two Percent (52%) of base salary will be paid to any represented employee after they have completed Twenty (20) years of continuous service with the City. Unpaid leave or being in unpaid status of less than ninety (90) days shall not constitute a break in continuous service.

ARTICLE IV – PERSONNEL RULES:

The parties acknowledge and agree that employment terms and conditions also shall be governed by the Personnel Rules and Regulations dated December 10, 2019, as the same may be amended from time to time subject to the meet and confer process. If there is an irreconcilable conflict between this MOU and the Personnel Rules, the MOU shall prevail. If there is an irreconcilable conflict between this MOU and any applicable federal or state law, the law shall prevail.

The following identified sections of the Personnel Rules are modified by this MOU as they apply to the employees represented by the General Employees Association:

Section Y. Definition of Work Week. The definition of “Work Week” for the purpose of determining Overtime eligibility under FLSA shall be “The Work Week shall start at the beginning of the fifth hour of scheduled work time on Friday and end at the completion of the fourth hour of scheduled work time on the following Friday.”

Section Y.a. Definition of Pay Period. The Pay Period for represented employees shall start at the beginning of the fifth hour of the work schedule on Friday and end after the completion of the fourth hour of the work schedule on the second following Friday. The Pay Date for such pay period shall be seven days after the end of the pay period. This definition shall only apply to those employees represented under this Memorandum of Understanding.

In addition, every day designated by the President or Governor for a public fast, thanksgiving, or holiday and approved by the City Council shall be a paid holiday for City Employees.

ARTICLE V – RETIREMENT:

Section 1: Represented regular employees covered by this Agreement will have the opportunity to participate in a 457 Deferred Compensation Plan established by the City of Wheatland through “The Hartford” or such other plan(s) that may be subsequently established. The terms of the approved plan shall govern a represented regular employee’s rights to participate in the plan.

Section 2: Social Security: the City also participates in the Federal Social Security system (FICA and Medicare). The City contributes 7.65% of salary on behalf of the represented regular employee. The City’s contribution rate may be adjusted by changes in the Federal Law. The represented regular employees shall contribute the amount required by Federal law. Represented regular employees currently contribute 7.65% of salary on their own behalf.

Section 3: The City agrees to contribute 6% of each represented regular employee’s base pay matching a 3% represented regular employee contribution towards a retirement plan sponsored

by Mission Square (formerly ICMA). The City’s contribution shall not be made if the represented regular employee is not contributing the 3% match.

Section 4: The City continues to agree to the amendment to the contract with Mission Square (formerly ICMA) regarding the terms of the Money Purchase Plan contract (the Section 401a plan) that is currently in effect. The amendment shall be that the represented regular employees shall be permitted to borrow from the retirement savings to which they have become fully vested. There shall be no change in the vesting schedule for employer contributions.

Section 5: The City will ~~request an updated~~ CalPERS Actuarial Study by January 31, 2026, ~~during the term of this MOU, at a cost not to exceed \$10,000.~~ The City’s Finance Director will report quarterly on the progress of the updated study and provide ~~the~~ Association with a summary of the study once it is complete. Should the City choose not to complete the study, ~~the~~ City agrees to reopen negotiations with the Association.

ARTICLE VI ~~—~~ DEDUCTION FOR ASSOCIATION DUES:

The City will provide for a payroll deduction for Association dues. An authorization form must be signed by each individual employee authorizing a bi-weekly deduction for Association dues. The City will not be responsible for administering the Association dues program. The Association shall be allowed to modify the amount of the bi-weekly payroll deduction no more than once each fiscal year after the initial establishment of the dues amount. The City shall provide a bi-weekly check to the Association for the dues collected during the related payroll period. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE VII – INSURANCE BENEFITS:

Effective July 1, 2019, all represented regular employees will be eligible for medical insurance (Kaiser GF Plan 50) for themselves and their qualified family members after 30 days of employment. The employee will be responsible for twenty (20) percent of the cost of the medical insurance premium. Represented regular part-time employees are eligible for medical insurance on a prorated basis.

Represented regular employees employed by the City on or before June 30, 2019, will continue to receive 100% paid *employee only* medical insurance (Kaiser GF Plan 50). The employee will be responsible for twenty (20) percent of the cost of any medical insurance premium (Kaiser GF Plan 50) for *employee + spouse, Employee + child, or employee + spouse + child.*

An employee may decline to participate in the City health insurance plan if the employee provides his/her supervisor with proof of alternative insurance coverage. Annually (on July 1), should an employee choose to opt out of the insurance plan, the employee must provide his/her supervisor with acceptable proof of alternative insurance coverage prior to being able to opt out of the plan. If an employee declines to participate in the City health insurance plan, then the employee shall receive \$300 per month instead. This amount shall be paid as additional employee wages, subject to the usual payroll deductions and withholdings. For the purposes of annual accounting, premium costs shall be those currently in effect on July 1 of each year.

ARTICLE VIII – STATE DISABILITY INSURANCE:

All employees will participate and authorize a payroll deduction for this premium. The City agrees to incur the administrative costs resulting from the deductions and reporting requirements.

ARTICLE IX – LIFE INSURANCE:

The City shall provide City paid life insurance benefits for each full-time employee in the amount of \$75,000. The benefits include payments for natural death with additional benefits paid for accidental death and dismemberment. The amount of premium that is paid by the City for the benefit amount that exceeds \$50,000 shall be included as taxable earnings to the employee.

ARTICLE X – STANDBY PAY:

Employees assigned standby on weekday nights will be paid ~~\$35.00~~~~30.00~~ per night. Employees assigned standby weekend day (24 hours) will be paid ~~\$55.00~~~~50.00~~ per day. Employees assigned standby on holidays (24 hours) will be paid ~~\$55.00~~~~50.00~~ per day.

ARTICLE XI – CALL OUT PAY:

Employees who have completed their normal workday by more than 30 minutes; are on a normal workday off; or on paid leave and are called back to work shall be eligible for “Call Out Pay”. Said pay shall be at the normal overtime rate of time-and-one half with a minimum of 2 hours accrued for the call out.

ARTICLE XII – CLOTHING POLICY

~~The City shall provide laundered shirts for each represented public works employee daily.~~ The City shall provide each public works employee with ~~six (6) shirts,~~ five (5) pairs of pants, two (2) hats, and two (2) sweatshirts each year. The City shall reimburse each public works employee up to ~~\$500.00~~~~400.00~~ per year for work boots upon receipt of proof of purchase. The City will provide a uniform allowance of up to \$500 per fiscal year for the employee designated as the Police Administrative Assistant. The City will reimburse the employee designated as the Police Administrative Assistant after the employee has returned a receipt for money spent to the Finance Department. The monies paid to the employee will be non-taxed. Any amount of the allowance unexpended or uncommitted as of June 30 of any fiscal year will be carried forward into the following fiscal year.

ARTICLE XIII – PERSONAL CELL PHONE USE REIMBURSEMENT

Public Works employees who are required by their supervisor to use their personal cell phone for City business shall be reimbursed for said use at the rate of \$75.00 per month.

ARTICLE XIV – CERTIFICATE PAY

Employees classified as Wastewater Treatment Plant Operator who attain dual certification (Wastewater Treatment Operator – Grade 2 and Water Distribution Operator) shall receive a 7.5 % salary incentive after attaining the second certificate.

Other Public Works employees who attain the single certification of Water Distribution Operator shall receive a 2% salary incentive.

ARTICLE XV – EDUCATION INCENTIVE FOR GEA

The following pay incentives will be granted to each represented regular employee upon satisfactory documentation of each qualifying item. Each incentive will be cumulative:

- Associates Degree (A.S. or A.A) or 60-119 college semester units 2%
- Bachelor’s Degree (B.S. or B.A.) or 120-169 college semester units in majors listed below 2%
- Master’s Degree (M.S. or M.A.) or 170 – 220 college semester units in majors listed below 2%
- Doctorate or equivalent or 221+ college semester units in majors listed below 2%
- Certified Municipal Clerk Certificate (International Institute of Municipal Clerks) 2%
- Master Municipal Clerk Certificate (International Institute of Municipal Clerks) 2%
- Accounting proficiency certificate (as approved by the City Manager and only in the absence of an A.A. or B.A. in accounting or finance) 2%

Majors qualifying for incentive pay, above an A.A degree, are Accounting, Finance, Business Administration, Public Administration, or related degree as approved by the City Manager.

ARTICLE XVI – COMPENSATORY TIME OFF (CTO) PAY

Employees may accrue CTO in lieu of cash payment for overtime worked.

ARTICLE XVII – TIME FOR ASSOCIATION BUSINESS

Represented employees shall be allowed a reasonable amount of time to meet with their Association representative(s) on GEA business and/or an issue related to said employee’s conditions of employment. The employee’s supervisor shall be notified in advance of said planned meeting and supervisory approval is required. Such approval shall not unreasonably be withheld.

ARTICLE XVIII – CITY RIGHTS:

Section 1: The City reserves, retains and is vested with, solely and exclusively, all rights of Management which have not been expressly abridged by specific provision of this Memorandum of Understanding or by law to manage the City, as such rights existed prior to the execution of this Memorandum of Understanding. The sole and exclusive rights of Management, as they are not abridged by this Agreement or by law, shall include, but shall not be limited to, the following rights:

- a. To manage the City generally and to determine the issues of policy;
- b. To determine the existence or non-existence of facts which are the basis of the Management decision;
- c. To determine the necessity and organization of any service or activity conducted by the City and to expand or diminish services;
- d. To determine the nature, manner, means, technology, and extent of services to be provided to the public;
- e. To determine methods of financing;
- f. To determine types of equipment or technology to be used;
- g. To determine and/or change the facilities, methods, technology, means and size of the work force by which the City operation is to be conducted;
- h. To determine and change the number of locations, relocations and types of operations, processes, and materials to be used in carrying out all City functions including, but not limited to, the right to contract for or subcontract any work or operation of the City.
- i. To assign work to and schedule employees in accordance with requirements as determined by the City and to establish and change work schedules and assignments;
- j. To relieve employees from duties for lack of work or similar non-disciplinary reasons;
- k. To establish and modify productivity and performance programs and standards;

- l. To discharge, suspend, demote, or otherwise discipline employees for proper cause;
- m. To determine job classifications and to reclassify employees; and
- n. To hire, transfer, promote and demote employees for non-disciplinary reasons in accordance with this Memorandum of Understanding and applicable Resolutions and Codes of the City.

ARTICLE XIX – EMPLOYEE RIGHTS:

The following are employee rights:

Section 1: The right of employees to form, join and participate in the activities of employee organizations of their own choosing for the purpose of representation on all matters of employer-employee relations.

Section 2: The right of employees to refuse to join or participate in the activities of employee organizations and the right to represent themselves individually in their employment relations with the City of Wheatland.

ARTICLE XX – ASSOCIATION RESPONSIBILITY:

Section 1: In the event that the Association, its officers, agents, representatives or members engage in any of the conduct prohibited in Article XXI, Prohibited conduct, Section 1, the Association or its duly authorized representative shall immediately instruct any persons engaging in such conduct that their conduct is in violation of this Memorandum of Understanding and unlawful, and that they should immediately cease engaging in such conduct prohibited in Article XXI, Prohibited conduct, Section 1, and return to work.

Section 2: If the Association performs all of the responsibilities set forth in Section 1 above, its officers, agents and representatives shall not be liable for damages for prohibited conduct performed by employees who are covered by this Agreement in violation of Article XXI, Prohibited conduct, Section 1.

ARTICLE XXI – NO STRIKE – NO LOCKOUT:

PROHIBITED CONDUCT

Section 1: The Association, its officers, agents, representatives and/or members agree that during the term of this Agreement, they will not cause or condone any strike, walkout, slowdown, sickout, or any other job action by withholding or refusing to perform services.

Section 2: The City agrees that it shall not lock out its employees during the term of this Agreement. The term "lockout" is hereby defined so as not to include the discharge,

suspension, termination, layoff, failure to recall or failure to return to work of employees of the City in the exercise of its rights as set forth in any of the provisions of this Agreement or applicable ordinance or law.

Section 3: Any employee who participates in any conduct prohibited in Section 1 above may be subject to termination by the City.

Section 4: In addition to any other lawful remedies or disciplinary actions available to the City, if the Association fails, in good faith, to perform all responsibilities in Article XX, Association Responsibility, the City may suspend any and all of the rights and privileges accorded to the Association under the Employee Relations Resolution and this Memorandum of Understanding, including, but not limited to, suspension of recognition of the Association, grievance procedures, right of access and the use of the City's bulletin boards and facilities.

ARTICLE XXII – ENTIRE MEMORANDUM OF UNDERSTANDING:

Section -1: It is the intent of the parties hereto that the provisions of this Memorandum of Understanding shall supersede all prior agreements and memorandums of agreement, or memorandums of understanding, or contrary salary and/or personnel resolutions or Administrative Codes, provisions of the City, oral or written, expressed or implied, between the parties, and shall govern the entire relationship, and shall be the sole source of any and all rights which may be asserted hereunder. This Memorandum of Understanding is not intended to conflict with Federal or State law.

Section 2: Notwithstanding the provisions of Section 1, there exists within the City certain personnel rules and regulations and departmental rules and regulations. To the extent that this Agreement does not specifically contradict these personnel rules and regulations or departmental rules and regulations or City ordinances, they shall continue subject to being changed by the City in accordance with the exercise of City rights under this Agreement and applicable State law.

ARTICLE XXIII – WAIVER OF BARGAINING DURING TERM OF THIS AGREEMENT:

Except where required by the terms of this Agreement, during the term of this Memorandum of Understanding, the parties mutually agree that they will not seek to negotiate or bargain with regard to wages, hours, and terms and conditions of employment, whether or not covered by this Memorandum or in the negotiations leading thereto, and irrespective of whether or not such matters were discussed or were even within the contemplation of the parties hereto during the negotiations leading to this Memorandum. Regardless of the waiver contained in this Article, the parties may, however, by mutual agreement, in writing, agree to meet and confer about any matter during the term of this Memorandum.

ARTICLE XXIV – EMERGENCY WAIVER PROVISION:

In the event of circumstances beyond the control of the City, such as acts of God, fire, flood, insurrection, civil disorder, national emergency, or similar circumstances, provisions of this MOU

may be suspended by the City Manager during the term of such emergency. After the emergency is over, the Association shall have the right to meet and confer with the City regarding the impact on employees of the suspension of these provisions in the Memorandum of Understanding and any Personnel Rules and policies.

ARTICLE XXV – ADVERSE FINANCIAL IMPACT:

In the event that the City suffers substantial economic hardship during the term of this Memorandum of Understanding, the parties agree to engage in a cooperative dialogue about ways to assist the City in addressing such hardship. "Substantial economic hardship," as used herein, shall include, but not be limited to, the following: a decline in overall General Fund revenues (including COPS funds) of percent (5%); a reduction in General Fund Contingency of thirty percent (30%) or more; an unbudgeted increase of ten percent (10%) or more in City expenses; or a decision by the City Council to declare a fiscal emergency. Nothing in this paragraph shall preclude or impede the City Council from exercising such additional authority as may be conferred by other provisions in this agreement or by State or Federal law.

ARTICLE XXVI – SEPARABILITY:

If any provision of this Memorandum of Understanding is declared invalid the remainder of the agreement is valid.

ARTICLE XXVII – FULL FORCE EFFECT

All provisions of this Memorandum of Understanding shall remain in full force and effect for the duration of this Memorandum of Understanding or until such time as a successor agreement is approved.

ARTICLE XXVIII – TERM OF MEMORANDUM OF UNDERSTANDING:

The term of this Memorandum of Understanding shall commence on July 1, 2025, and shall continue in full force and effect through June 30, 2027, or until the City Council adopts either a succeeding MOU or terms and conditions following MOU negotiations that did not result in an MOU agreement.

ARTICLE XXIX – RATIFICATION AND EXECUTION:

The City and the Association acknowledge that this Memorandum of Understanding shall not be in full force and effect until ratified by the Association and adopted by the City Council for the City of Wheatland. Subject to the foregoing, this Memorandum of Understanding is hereby executed

by the authorized representatives of the City and the Association and entered into this 12th day of August 2025.

CITY OF WHEATLAND

GENERAL EMPLOYEES' ASSOCIATION

Bill Zenoni
City Manager

Jessy Johnson
Position: _____

Date