



# REGULAR CITY COUNCIL MEETING Agenda

June 10, 2025 at 6:00 PM

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

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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](#) Approve Minutes from the Regular City Council Meeting of May 27, 2025

[3.2](#) Second Reading and Adoption of Ordinance Approving a Planned Development (PD) Amendment for the Bishop's Pumpkin Farm PD District Located at 1415 Pumpkin Lane

[3.3](#) Consideration of Appointment to the City of Wheatland Planning Commission.

[3.4](#) Consideration and Adoption of Resolution Canceling the Regular City Council Meeting of June 24, 2025 and July 22, 2025

- [3.5](#) Consideration and Adoption of Resolution Authorizing Execution of Amendment No.2 to the Agreement with Donald Scott for Interim Public Works Director Services
- [3.6](#) Consideration and Adoption of Resolution Authorizing Execution of Amendment No.2 to the Agreement with Susan Mahoney for Interim Finance Director Services
- [3.7](#) Consider Adoption of Resolution Authorizing the Second Amendment to the Agreement with Bill Zenoni for City Manager Services

**4. PUBLIC HEARING**

- [4.1](#) Public Hearing for the Continuance of Assessments for Wheatland-Premier Grove Landscaping and Lighting District

**5. REGULAR CALENDAR**

- [5.1](#) Consideration and Adoption of Resolution Adopting the Annual Budget, Control Policies and Appropriations Limit for Fiscal Year 2025-26
- [5.2](#) Consideration and Adoption of Resolution Authorizing Execution of Agreement with TPx, Inc. for a Voice Over Internet Protocol Telephone System
- [5.3](#) Consideration and Adoption of Resolution Authorizing the City Manager to Execute a Grant Agreement with the Yuba Water Agency, Authorizing the City Manager and Finance Director to Amend the Fiscal Year 2025-26 Budget, and Authorizing the City Manager to Execute Agreements for Services Required to Complete Environmental, Engineering Design, Right-of-Way Acquisition and Utility Relocation for the Wheatland Regional Sewer Pipeline Project
- [5.4](#) Consideration and Adoption of Resolution Authorizing Execution of Agreements with PG&E, AT&T and Union Pacific Railroad Related to the South County Infrastructure Project
- [5.5](#) Consideration and Adoption of Resolution Approving SB1 Funding Project List for Fiscal Year 2025-26
- [5.6](#) Consideration and Adoption of Resolution Approving the Project Plans and Authorizing the City Manager to Advertise the City of Wheatland 2025 Pavement Maintenance Project for Bids.
- [5.7](#) Consideration and Adoption of Resolution Awarding Construction Contract for Advanced Metering Infrastructure 6-Inch Water Service Meter Installation Project

**6. REPORTS**

**7. CLOSED SESSION**

- [7.1](#) Conference with Labor Negotiator (California Government Code Section 54957.6.) City Designated Representatives: Bill Zenoni, City Manager, Susan Mahoney, Finance Director., Brian Wittmer, Police Chief. Employee Organizations: Wheatland General Employees Association, Wheatland Police Officers Association, and Wheatland Sergeants Associations.

**8. ADJOURN**

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

This institution is an equal opportunity provider, and employer.



# REGULAR CITY COUNCIL MEETING Minutes

May 27, 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 Bob Coe
- Council Member Brian Abe
- Council Member John Abe

- OTHERS PRESENT City Manager Bill Zenoni
- Finance Director, Susan Mahoney
- Deputy City Attorney, Gavin Ralphs
- Community Development Director, Tim Raney
- Senior Planner, Kevin Valente
- City Engineer, Dane Schilling
- Fire Chief, Art Paquette

### 1.2 Pledge of Allegiance to the Flag

Mayor Angela Teter led the Pledge of Allegiance

## 2. PUBLIC COMMENT

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

None

**3. CONSENT CALENDAR**

**3.1 Minutes from May 13, 2025, City Council Meeting**

Motion made by Council Member R. Coe, Seconded by Mayor A. Teter to approve minutes from the regular City Council meeting on May 13, 2025.

**4. PUBLIC HEARING**

**4.1 Introduce and Waive the First Reading of the 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 the first reading of the Ordinance Amending Section 18.60.060 of the Wheatland Municipal Code Relating to Animals and Animal Shelters. Staff have 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 proposed amendment to Section 18.60.060(E) of the Wheatland Municipal Code would increase the permitted number of small domestic animals on parcels between six and ten thousand square feet in size from one to five and would require that these animals be kept a minimum of 15 feet from the property line to avoid issues with neighbors on these smaller lots.

City Manager Bill Zenoni read an emailed public comment from Alysia Freegard. Vice Mayor L. McIntosh commented on lot size and what is allowed and the 15 feet requirement.

Council Member J. Abe commented on neighbors not wanting chickens next door and ordinance clarification.

Council Member B. Abe commented on the 15 feet requirement.

Mayor A. Teter commented on chicken coops and odor. Teter also commented on the 15 feet requirement.

Deputy City Attorney explained that the ordinance would go back through the Planning Commission for more direction on setbacks.

**PUBLIC COMMENT**

Henry Gilbert commented on a buffer.

Chris Walsh commented on the 15 feet requirement.

Direction was given to staff for the Planning Commission to review the proposed ordinance and make a recommendation to council.

**4.2 Introduce and Waive the First Reading of the Ordinance Approving a Planned Development (PD) Amendment for the Bishop’s Pumpkin Farm PD District and to Adopt Resolution No. 2025-\*\*, Thereby Approving Design Review for the 48’-6” Tall Permanent Slide Structure Located at 1415 Pumpkin Lane.**

Community Development Director Tim Raney presented the staff report to introduce and waive the first reading of the ordinance approving a Planned Development (PD) Amendment for the Bishop’s Pumpkin Farm PD District and to adopt a resolution thereby Approving Design Review for the 48’6” tall permanent slide structure located at 1415 Pumpkin Lane.

The Bishop’s Pumpkin Farm is requesting to amend the existing PD District to increase the

allowable building height from 35 feet to 50 feet. The Planning Commission unanimously recommended that City Council approve the ordinance amending the maximum height requirement from 35 feet to 50 feet, with the modification that any future structure that exceeds 35 feet in height shall require Planning Commission approval of Site Plan and Design Review consistent with Chapter 18.67 of the Wheatland Municipal Code. The Planning Commission supports the proposed permanent slide structure and recommends that the City Council adopt the resolution.

Council Member J. Abe commented on residents living close by, structure size, Planning Commission review and decision and procedure changes to speed up the process for similar requests.

Motion made by Council Member Coe, Seconded by Council Member Abe to **adopt Resolution No. 19-25 Approving the Site Plan and Design Review for the Bishop's Pumpkin Farm Permanent Slide Structure Located At 1415 Pumpkin Lane (APN 015-180-109-000)**

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

**5. REGULAR CALENDAR**

**5.1 Compliance with Assembly Bill 1332 (AB) related to Pre-Approved Plans for Accessory Dwelling Units (ADUs).**

Community Development Director presented the staff report for Compliance with Assembly Bill 1332 (AB) related to Pre-Approved Plans for Accessory Dwelling Units (ADUs). Wheatland City Council adopted Ordinance No. 481 establishing reasonable standards for the development of ADUs and junior ADUs in the City. In addition, Ordinance No. 481 establishes the ministerial approval for ADUs and JADUs within the City of Wheatland. Therefore, a discretionary Planning approval is not required for the construction of ADUs (i.e., Planning Commission approval). As a result, if a proposed ADU is consistent with Ordinance No. 481 (Chapter 18.78 of the Wheatland Municipal Code), the proposed ADU is subject to building permit review only. The Yuba County Building Department provides contract building permit review services for the City of Wheatland. In addition, the Yuba County Community Development Department has created and published pre-approved plans on their website. Therefore, Wheatland staff believe the City of Wheatland is currently in compliance with AB 1332.

Vice Mayor L. McIntosh commented on approved ADUs in Wheatland.

No action required.

**5.2 Update on Wheatland Farmers' Market**

City Manager Bill Zenoni presented the staff report for and update on Wheatland Farmer's Market. Council received information regarding the establishment of a Farmers' Market in the City of Wheatland on July 23, 2024, and February 25, 2025, City Council meetings. Local growers, Gilbert Orchards, is registered by the State of California as a Certified Farmers' Market. Henry Gilbert presented information to the City Council on February 25th about the logistics of establishing a local Farmers' market in Wheatland. It was agreed that staff would

work with Mr. Gilbert to further refine a plan for a local Farmers' market and return to the City Council with a recommendation for establishing a Farmers' Market in Wheatland this summer.

Council Member J. Abe commented on nostalgic ideas and pragmatic importance.

No action required.

**5.3 Presentation of Proposed Budget for Fiscal Year 2025-26**

Finance Director Susan Mahoney presented the staff report for the Presentation of Proposed Budget for Fiscal Year 2025-26. City Council adopts an annual budget for City government operations no later than June 30th for the upcoming fiscal year that begins on July 1st. Mahoney stated the Proposed FY 2025-26 General Fund budget is balanced and provided key points on revenues, expenses, service levels and a COPS grant.

Mayor A. Teter commented on Caliterra Ranch Subdivision revenues. Vice Mayor L. McIntosh commented on law enforcement funds and the COPS grant.

Council Members directed staff to bring back a final budget for adoption at the June 10, 2025, City Council meeting.

**6. REPORTS**

City Manager B. Zenoni reported on the PG&E water main break. Mayor A. Teter reported on highway paving, road maintenance, repainting cross walks and policy for electric bikes and scooters. Council Member J. Abe stated the General Plan meeting for Planning Commissioners and Council members was very informative. Vice Mayor L. McIntosh requested a resolution from City Council acknowledging Frank Webb Construction to be scheduled on the next City Council meeting agenda.

**7. ADJOURN**

There being no further business, Mayor Angela Teter adjourned the meeting at 7:16 p.m.

**ATTEST:**  
\_\_\_\_\_

\_\_\_\_\_  
Angela Teter, Mayor

Lisa J. Thomason, City Clerk

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# City Council Meeting Staff Report

**Meeting Date:**

**June 10, 2025**

**Subject:** Second Reading and adoption of the ordinance approving a Planned Development (PD) Amendment for the Bishop’s Pumpkin Farm PD District located at 1415 Pumpkin Lane.

**Prepared By:** Tim Raney, Community Development Director

## Recommendation

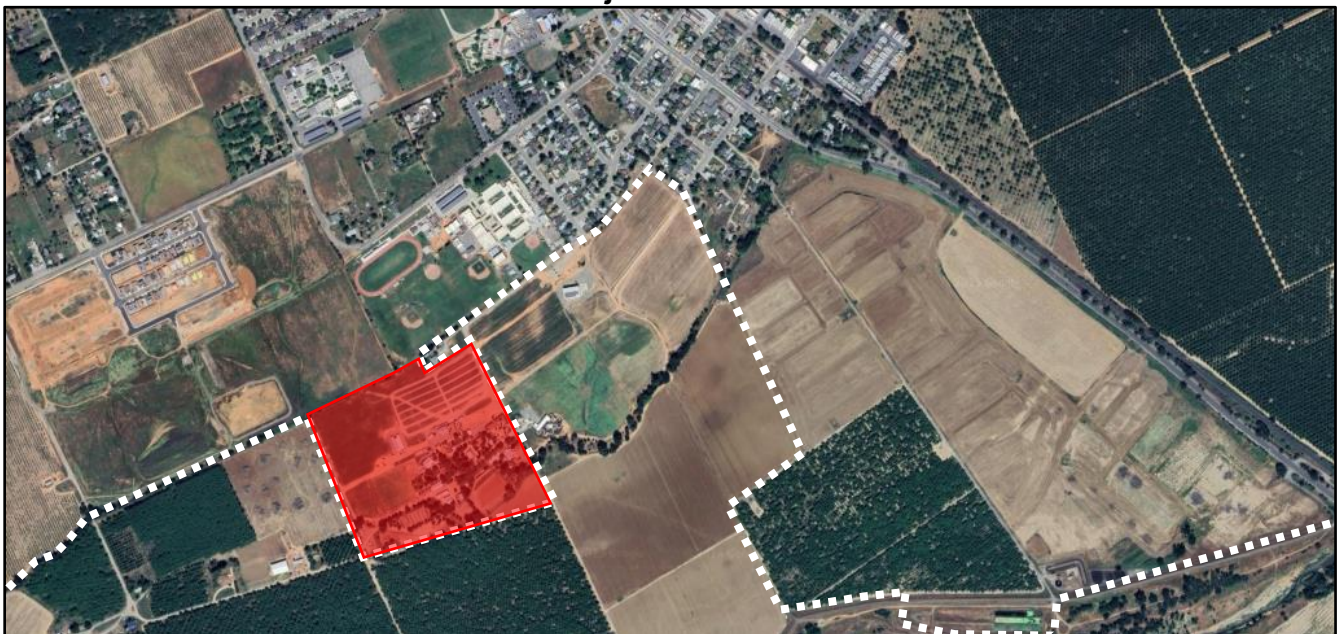
Staff recommends that the Wheatland City Council (1) waive the full second reading of the ordinance approving the proposed amendment to the Bishop’s Pumpkin Farm PD District; and (2) adopt the attached ordinance (see Attachment 1).

## Background/Discussion

On January 11, 2011, the Wheatland City Council adopted Ordinance No. 426 approving the Rezoning of the Bishops Pumpkin Farm to Agriculture Exclusive-Planned Development (AE-PD) and adopted the Bishop’s Pumpkin Farm PD District for the 40-acre property identified as Yuba County Assessor Parcel Number (APN) 015-180-109-000.

On March 10, 2025, the City of Wheatland received a request to amend the Bishop’s Pumpkin Farm PD District to increase the maximum building height requirement from 35 feet to 50 feet to allow for the construction of a 48’-6” tall permanent slide structure.

## Project Location



On May 27, 2025, the City Council held a public hearing and unanimously voted to introduce and waive the first reading of the ordinance approving the proposed amendment to the Bishop's Pumpkin Farm PD District.

Based on the information contained in the staff report, staff recommends that the City Council waive the second reading of and adopt the ordinance approving the proposed amendment for the Bishop's Pumpkin Farm PD District.

**CEQA Review**

The proposed project is determined to be exempt from additional environmental review pursuant to the provisions of the California Environmental Quality Act (CEQA) under class 5, Section number 15305 (Minor Alterations in Land Use Limitations) which includes minor alterations in land use limitations.

**Attachments:**

1. Bishop's Pumpkin Farm Planned Development Amendment Ordinance

# Attachment 1

ORDINANCE NO. \_\_\_\_\_

## AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHEATLAND AMENDING ORDINANCE NO. 426 RELATING TO THE BISHOP'S PUMPKIN FARM PLANNED DEVELOPMENT COMBINING DISTRICT

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

**SECTION 1: Purpose and Authority.** The purpose of this ordinance is to amend the height limitation set forth in in the Bishop's Pumpkin Farm Planned Development Combining District. This ordinance is adopted pursuant to Government Code sections 65853-65857, Wheatland Municipal Code chapter 18.85, and other applicable law.

**SECTION 2: Findings.** The City Council hereby finds and determines as follows:

- A. On January 11, 2011, the Wheatland City Council adopted Ordinance No. 426 approving the Prezoning of the Bishops Pumpkin Farm to Agriculture Exclusive-Planned Development and adopting the Bishop's Pumpkin Farm Planned Development Combining District.
- B. On March 10, 2025, Bishop's Pumpkin Farm requested an amendment to the Bishop's Pumpkin Farm Planned Development Combining District to amend the height limitation in the Planned Development from 35 feet to 50 feet.
- C. The Wheatland Planning Commission has conducted a duly noticed public hearing on April 29, 2025, in accordance with the law, and recommends that the City Council amend the Bishop's Pumpkin Farm Planned Development Combining District.
- D. The City Council has conducted a duly noticed public hearing in accordance with the law and now desires to approve the amendment of the Bishop's Pumpkin Farm Planned Development Combining District.
- E. The City Council has evaluated the amendment of the Bishop's Pumpkin Farm Planned Development Combining District and the City's General Plan and has determined that the amendment of the Bishop's Pumpkin Farm Planned Development Combining District is consistent with the General Plan.
- F. The City Council has determined that, pursuant to the California Environmental Quality Act, and after full consideration of the administrative record, the Bishop's Pumpkin Farm Planned Development Combining District amendment is exempt from additional environmental review pursuant to the provisions of the California Environmental Quality Act under class 5, Section number 15305 (Minor Alterations in Land Use Limitations) which includes minor alterations in land use limitations in areas with an average slope of less than 20 percent, which does not result in any changes in land use or density.
- G. The area is physically suited to the uses authorized in the proposed zone.
- H. The land uses and their density and intensity allowed in the proposed zones are not likely to create serious health problems or create nuisances on properties in the vicinity.

I. The City Council finds that the proposed Bishop's Pumpkin Farm Planned Development Combining District Amendment, is consistent with the Zoning Ordinance Chapter 18.51, Planned Development Zone.

**SECTION 3: Amendment of Ordinance No. 426.**

Section IV, subsection C (Height Limits) of the Bishop's Pumpkin Planned Development Zone, Exhibit B of Ordinance No. 426, is amended to read:

C. Height Limits

Buildings shall not exceed 50 feet in height. For buildings between 35'-1" and 50'-0", Planning Commission approval of Site Plan and Design Review, pursuant to Chapter 18.67, shall be required.

Except as expressly amended by this Ordinance, all other provisions of Ordinance No. 426 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 30 days after its final passage.

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

\* \* \* \* \*

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

**ATTEST:**

\_\_\_\_\_  
City Clerk of the City of Wheatland



# City Council Meeting Staff Report

Meeting Date:

June 10, 2025

**Subject:** Consideration of appointment to the City of Wheatland Planning Commission.

**Prepared By:** Bill Zenoni, City Manager

## Recommendation

Consider the application received for the Wheatland Planning Commission vacancy and make a motion with a second to approve the appointment to the City of Wheatland Planning Commission.

## Background/Discussion

Pursuant to Section 2.20.030 of the Wheatland Municipal Code, the City of Wheatland Planning Commission is comprised of five (5) members appointed by a majority vote of the City Council.

A list of the current Commission members is below:

Current Term Expires	Commissioner
December 2026	Debbie Panteloglow
December 2026	David Pesenti
December 2026	Ken Thomason
December 2028	Gregory Hart
December 2028	Vacancy

As a result, the Wheatland Planning Commission currently has one vacancy.

On April 2, 2025, the Wheatland City Clerk noticed the Planning Commission vacancy on the City’s website as well as the City’s posting boards. Typically, the vacancy notice is posted for 30 days. However, the city did not receive an application within the 30-day period. As a result, the notice remained on the City’s website until an application was received. On May 14, 2025, the City Clerk received an application from Ryan Epperson (see Attachment 1).

Staff recommends the City Council consider the appointment of the applicant to the Planning Commission for a four-year term ending in December 2028.

The applicant has been informed the City Council will consider the appointment at this meeting.

## Attachments

- 1) Ryan Epperson – PC Application



CITY OF WHEATLAND  
111 C STREET- WHEATLAND, CALIFORNIA 95692  
TEL (530) 633-2761 - FAX (530) 633-9102

RECEIVED  
MAY 14 2025  
CITY OF  
WHEATLAND

PLANNING COMMISSION APPLICATION  
(PLEASE PRINT CLEARLY OR TYPE)

Name: *Ryan Epperson*

Home Address: *114 C St. Wheatland 95692*

Mailing Address: (If Different)

Home Phone: *530-635-2408*

Work Phone: *530-377-9709*

Fax: *N.A.*

E-mail: ~~Ryan~~ *Heavensgatepmc@gmail.com*

Occupation: *Business Owner*

Please answer the questions on the following page and attach your responses to your Application. Please limit your response to two pages.

Completed Applications must be submitted no later than December 31, 2020 at 5:00 p.m.

City of Wheatland  
111 C Street  
Wheatland, California 95692.  
Tel (530) 633-2761 Fax (530) 633-9102

Please attach your responses to questions (1-6) to your Application. Please limit your response to two pages.

1. Why would you like to serve on the Planning Commission?

*To help the City*

2. What do you believe is the most important role of the planning Commission?

*Help guide the City's growth*

How would you promote this role as Planning Commissioner?

3. What do you think are the major concerns of Wheatland residents regarding its future?

*Smart growth & Fiscal responsibility*

4. What knowledge or experience do you have in planning and zoning?

*Business Owner, General Contractor, Developer, Have served on Planning Commission previously*

5. What would you hope to accomplish as a Planning Commissioner?

*Maintain wheatlands charm & appeal while guiding us through necessary growth & improvement.*

6. Any other thoughts you would like to share?

7. Additional Information:

a) Are you available to attend night meetings on the 1st and 3rd Tuesday of each month at 6:00 p.m.?

*Yes*

b) Are you a registered voter and resident of the City of Wheatland?

*Yes*

c) Is your place of business or employment in Wheatland?

*Yes*

d) Do you have any property ownerships (other than your home) or any business or personal relationships, which would be considered a conflict of interest in carrying out your responsibilities as a Planning Commissioner?

*No*

THANK YOU FOR YOUR INTEREST IN SERVING ON THE  
PLANNING COMMISSION



# City Council Meeting Staff Report

Meeting Date: June 10, 2025

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**Subject:** Consideration and Adoption of Resolution Canceling the Regular City Council Meetings of June 24, 2025 and July 22, 2025

**Prepared By:** Bill Zenoni, City Manager

**Recommendation:** Staff recommends that the Wheatland City Council consider adoption of a resolution canceling the regular City Council meetings of June 24, 2025 and July 22, 2025.

**Discussion:** The City Council conducts regular meetings on the second and fourth Tuesday of each month. Due to a lack of urgent business for the City Council to conduct on June 24, 2025 and July 22, 2025, it is recommended that the regular City Council meetings of June 24, 2025 and July 22, 2025 be canceled. It is staff's intent to schedule a Joint City Council/Planning Commission meeting for the end of July to continue discussion of the General Plan update.

If approved, a notice of the meeting cancellations will be posted.

**Fiscal Impact:** None

**Attachment:**  
1. Resolution

**RESOLUTION NO. \_\_-25**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND CANCELING THE REGULAR CITY COUNCIL MEETINGS OF JUNE 24, 2025 AND JULY 22, 2025**

**WHEREAS**, the regular meetings of the City Council are set for the second and fourth Tuesdays of every month; and

**WHEREAS**, the City Council has the authority to cancel meetings when necessary; and

**WHEREAS**, it has been determined that there is no urgent business for the City Council to conduct on June 24, 2025 and July 22, 2025.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Wheatland that the June 24, 2025 and July 22, 2025 City Council meetings are canceled.

**PASSED AND ADOPTED** by the City Council of the City of Wheatland on the 10th day of June 2025 by the following vote:

- AYES:**
- ABSENT:**
- ABSTAIN:**

**ATTEST:**

\_\_\_\_\_  
Angela Teter, Mayor

\_\_\_\_\_  
Lisa J. Thomason, City Clerk



# City Council Meeting Staff Report

Meeting Date: June 10, 2025

**Subject:** Consideration and Adoption of Resolution Authorizing Execution of Amendment No.2 to the Agreement with Donald Scott for Interim Public Works Director Services

**Prepared By:** Bill Zenoni, City Manager

**Recommendation:** Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing execution of Amendment No.2 to the employment agreement with Donald Scott to provide Interim Public Works Director services

**Discussion:** The City Council, on May 28, 2024, authorized execution of an agreement with Donald Scott to provide interim Public Works Director services due to the retirement of the previous Public Works Director. That agreement had a termination date of December 31, 2024. The City Council, on December 10, 2024, approved Amendment No.1 to the agreement with Mr. Scott, extending the term of the agreement to June 30, 2025. Staff is continuing to explore options for filling this position on a permanent basis.

Donald Scott served as the City's Public Works Director from June 2017 to June 2020 and has done an outstanding job in this position over the past year. Mr. Scott is familiar with the operations of the Public Works Department, possesses the required qualifications for the position, including a Wastewater Operator certification that is issued by the California Water Resources Control Board and has agreed to continue to fill this position for the next several months on a part-time basis while a permanent replacement is selected.

The proposed amendment to the agreement with Donald Scott would extend the term of Mr. Scott's employment to December 31, 2025. No other changes to the approved employment agreement are proposed.

**Fiscal Impact:** The Public Works Director is a budgeted position. Funding is available in the Proposed Fiscal Year 2025-26 Budget.

**Attachments:**

- 1. Resolution
- 2. Amendment No.2 to Agreement
- 3. Employment Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND  
AUTHORIZING EXECUTION OF AMENDMENT NO.2 TO THE AGREEMENT  
WITH DONALD SCOTT FOR INTERIM PUBLIC WORKS DIRECTOR SERVICES**

**WHEREAS**, the City Council approved an Employment Agreement (“Agreement”) with Donald Scott for Interim Public Works Director Services on May 28, 2024; and

**WHEREAS**, the City Council approved Amendment No.1 to the Agreement with Donald Scott on December 10, 2024, extending the term of the Agreement to June 30, 2025; and

**WHEREAS**, the City intends to continue to employ Donald Scott until a permanent employee is found and sufficiently trained to assume the position; and

**WHEREAS**, Donald Scott has done an outstanding job in his role as Interim Public Works Director; and

**WHEREAS**, the City Manager is in the process of exploring options for filling this position on a permanent basis; and

**WHEREAS**, Donald Scott has agreed to continue his employment with the City of Wheatland until a permanent employee is selected; and

**WHEREAS**, the City Council wishes to approve Amendment No.2 to the Employment Agreement with Donald Scott extending the termination date of the Agreement to December 31, 2025.

**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 Amendment No.2 to the Employment Agreement with Donald Scott.

**PASSED AND ADOPTED** by the City Council of City of Wheatland on this 10<sup>th</sup> day of June 2025, by the following vote:

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

APPROVED:

\_\_\_\_\_  
Angela Teter, Mayor

ATTEST:

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

**AMENDMENT NO.2 TO AGREEMENT BETWEEN  
THE CITY OF WHEATLAND AND DONALD SCOTT  
FOR INTERIM PUBLIC WORKS DIRECTOR SERVICES**

This Amendment No.2 to the Employment Agreement (“Agreement”) between the City of Wheatland, a municipal corporation (“City”), and Donald Scott, an individual (“Part-Time Employee”), collectively the parties (the “Parties”), is made and entered into effective June 10, 2025, and is based on the Recitals and matters set forth herein.

**RECITALS**

- A. City entered into the Agreement with Part-Time Employee for his services as Interim Public Works Director of the City, effective June 10, 2024.
- B. City approved Amendment No.1 to the Agreement with Part-Time Employee on December 10, 2024, to extend the term of the Agreement until June 30, 2025.
- C. City intends to temporarily employ Part-Time Employee until a permanent employee is selected to assume the position.
- D. City is still in the process of recruiting and employing a permanent Public Works Director.
- E. In consideration of the good and valuable services that Part-Time Employee has provided for City, the City wishes to extend Part-Time Employee’s employment.

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

**1. Amendment to Section 2, Term.** Section 2 of the Agreement is hereby amended as follows:

The Agreement shall be effective until December 31, 2025, unless sooner terminated as provided by the termination provisions stated within the Agreement.

Except as specifically modified by the terms of Amendment No.1 and Amendment No.2, the provisions of the Agreement are unchanged and remain in full force and effect.

(Signature Page Follows)

**IN WITNESS WHEREOF**, the parties have executed this Amendment No.2 on the date set forth above.

CITY OF WHEATLAND

DONALD SCOTT

\_\_\_\_\_  
Angela Teter, Mayor

\_\_\_\_\_  
Donald Scott

ATTEST:

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

**AGREEMENT BETWEEN THE CITY OF WHEATLAND  
AND DONALD SCOTT FOR INTERIM PUBLIC WORKS DIRECTOR SERVICES**

This Agreement (“Agreement”) is made effective as of June 10, 2024, by and between the City of Wheatland, a municipal corporation (“City”), and Donald Scott, an individual (“Part-Time Employee”), collectively, the “Parties”, who agree as follows:

WHEREAS, the City has a temporary need to employ a Public Works Director until a permanent employee is sufficiently trained to assume the position;

WHEREAS, it is the desire of the City to employ Part-Time Employee as Public Works Director and Part-Time Employee is willing to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the following mutual promises and the foregoing recitals, the parties agree as follows:

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

2. **Term.** This Agreement shall become effective on June 10, 2024, and shall remain in effect until December 31, 2024, unless sooner terminated as provided by the termination provision below.

3. **Duties.** Part-Time Employee shall perform those duties and have those responsibilities that are commonly assigned to a public works director of a city in California, and as may be further set forth in the Wheatland Municipal Code. Part-Time Employee also shall perform such other duties and responsibilities as assigned by the City Manager from time to time. Part-Time Employee at all times shall act in the best interests of City and perform his duties in a competent and professional manner. Part-Time Employee 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 the City under this Agreement or that would reflect unfavorably upon the interests of the City.

4. **Hours.** Part-Time Employee acknowledges that his position is a part-time management position. It is anticipated that Part-Time Employee shall work an average of eight to twelve hours per week. However, the Parties acknowledge that time may vary depending on City’s needs.

5. **Compensation.**

(a) For all services to be rendered by Part-Time Employee under this Agreement, City shall provide to Part-Time Employee a salary in the amount of \$65 per hour. The salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Part-Time Employee shall not be entitled to any benefit paid to full-time employees, unless provided for in this Agreement or otherwise required by law. Part-Time Employee shall not be entitled to paid time off for holidays.

(c) Part-Time Employee shall not accrue vacation. Part-Time Employee shall accrue sick leave only to the extent provided by California law.

(d) Part-Time Employee shall be allowed to participate in the City's dental and vision insurance coverage if he chooses. Upon enrolling in the City's dental and vision insurance coverage plan, Part-Time Employee shall pay the necessary premiums for himself and any dependent(s).

(e) Part-Time Employee shall be allowed to participate in the 457 deferred compensation plan established by City under the same terms as City's regular employees are allowed to participate, but Part-Time Employee shall not be eligible for any "matching" contributions by City.

(f) Part-Time Employee's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 27-06), as such rules and regulations may be amended by City from time to time; provided, however, that the Manual's employee benefit provisions shall not apply to Part-Time Employee unless provided for in this Agreement. If any term or condition of this Agreement is 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.

(g) Because Part-Time Employee's duties require the use of an automobile, City shall reimburse Part-Time Employee for mileage incurred while performing City business (exclusive of commuting mileage) at the current Internal Revenue Service mileage rates. Part-Time Employee shall be required to obtain a rider on his personal automobile insurance naming City as an additional insured, and City shall reimburse Part-Time Employee for any direct expenses related thereto.

(h) City-related direct expenses shall be reimbursed to Part-Time Employee by City. Itemized documentation shall be required for any such reimbursement.

**6. Ownership of Documents.** Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Part-Time Employee 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 Part-Time Employee.

7. **Termination.** This Agreement may be terminated prior to its expiration date in any one of the following ways:

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

(b) By Part-Time Employee, upon giving City not less than 60 days prior written notice of his election to resign from employment and terminate this Agreement.

(c) By the death of Part-Time Employee.

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

(e) By City, without cause, upon giving Part-Time Employee 30 days prior written notice of termination and payment of severance pay in an amount equal to Part-Time Employee's then-monthly salary multiplied by either: (1) one month; or (2) the portion of a month remaining on the current term of this Agreement as of the effective date of the termination, whichever is less.

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 in this Agreement.

9. **Notices.** Any notice to be given to Part-Time Employee shall be sufficiently served if given to him personally or if deposited in the United States Mail, regular pre-paid mail, addressed to him at his most recent residence address as shown on the Agency 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. Tax and Contributions.** Subject to the limitations in Section 5 of this Agreement, the City shall make applicable payroll deductions from Part Time Employee's monthly paychecks for all applicable state, federal employee/employer taxes and other obligations.

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

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

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

**14. Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

**15. Headings.** The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

**16. Cooperation.** Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents that may be required hereunder, in order to implement and effectuate this Agreement.

**17. 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.

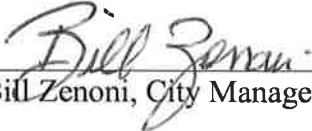
**18. Governing Law and Venue.** Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California. The County of Yuba will be venue for any state court jurisdiction and the Eastern District of California will be venue for any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

**19. Signatures and Authority.** Each party warrants that the person signing this Agreement is authorized to act on behalf of the party for whom that person signs. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which

together shall constitute the same instrument. Counterparts may be delivered by facsimile, electronic mail (including PDF or any electronic signature complying with California's Uniform Electronic Transactions Act (Cal. Civ. Code, §1633.1, et seq.) or any other applicable law) or other transmission method. The parties agree that any electronic signatures appearing on the Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

CITY OF WHEATLAND

DONALD SCOTT

  
\_\_\_\_\_  
Bill Zenoni, City Manager

  
\_\_\_\_\_  
Donald Scott

Attest:

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



# City Council Meeting Staff Report

Meeting Date: June 10, 2025

**Subject:** Consideration and Adoption of Resolution Authorizing Execution of Amendment No.2 to the Agreement with Susan Mahoney for Interim Finance Director Services

**Prepared By:** Bill Zenoni, City Manager

**Recommendation:** Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing execution of Amendment No.2 to the employment agreement with Susan Mahoney to provide interim Finance Director services.

**Discussion:** The City Council, on July 9, 2024, authorized execution of an agreement with Susan Mahoney to provide interim Finance Director services due to the retirement of the previous Finance Director. That agreement had a termination date of January 31, 2025. On January 14, 2025, the City Council approved Amendment No.1 to the agreement with Susan Mahoney extending the term of the agreement to June 30, 2025. Staff is continuing to explore options for filling this position on a permanent basis.

Susan Mahoney served as the City’s Finance Director from June 2017 to March 2022 and has done an outstanding job in this position over the past year. Ms. Mahoney is familiar with the operations of the Finance Department, possesses the required qualifications for the position and has agreed to continue to fill this position for the next several months on a part-time basis while a permanent replacement is selected.

The proposed amendment to the agreement with Susan Mahoney would extend the term of Ms. Mahoney’s employment to December 31, 2025, and would provide Ms. Mahoney with 60 hours of vacation leave during this time period. No other changes to the approved employment agreement are proposed.

**Fiscal Impact:** The Finance Director is a budgeted position. Funding is available in the Proposed Fiscal Year 2025-26 budget.

**Attachments:**

- 1. Resolution
- 2. Amendment No.2 to Agreement
- 3. Employment Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND  
AUTHORIZING EXECUTION OF AMENDMENT NO.2 TO THE AGREEMENT  
WITH SUSAN MAHONEY FOR INTERIM FINANCE DIRECTOR SERVICES**

**WHEREAS**, the City Council approved an Employment Agreement (“Agreement”) with Susan Mahoney for interim Finance Director Services on July 9, 2024; and

**WHEREAS**, the City Council approved Amendment No.1 to the Agreement with Susan Mahoney on January 14, 2025, extending the term of the Agreement to June 30, 2025; and

**WHEREAS**, the City intends to continue to employ Susan Mahoney until a permanent employee is found and sufficiently trained to assume the position; and

**WHEREAS**, Susan Mahoney has done an outstanding job in her role as Interim Finance Director; and

**WHEREAS**, the City Manager is in the process of exploring options for filling this position on a permanent basis; and

**WHEREAS**, Susan Mahoney has agreed to continue her employment with the City of Wheatland until a permanent employee is selected; and

**WHEREAS**, the City Council wishes to approve Amendment No.2 to the Agreement with Susan Mahoney extending the termination date of the Agreement to December 31, 2025, and providing Susan Mahoney with 60 hours of vacation leave during this time period.

**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 Amendment No.2 to the Employment Agreement with Susan Mahoney.

**PASSED AND ADOPTED** by the City Council of City of Wheatland on this 10<sup>th</sup> day of June 2025, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Angela Teter, Mayor

ATTEST:

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

**AMENDMENT NO.2 TO AGREEMENT BETWEEN  
THE CITY OF WHEATLAND AND SUSAN MAHONEY  
FOR INTERIM FINANCE DIRECTOR SERVICES**

This Amendment No.2 to the Employment Agreement (“Agreement”) between the City of Wheatland, a municipal corporation (“City”), and Susan Mahoney, an individual (“Part-Time Employee”), collectively the parties (the “Parties”), is made and entered into effective June 10, 2025, and is based on the Recitals and matters set forth herein.

**RECITALS**

- A. City entered into the Agreement with Part-Time Employee for her services as Interim Finance Director of the City, effective July 22, 2024.
- B. City approved Amendment No.1 to the Agreement with Part-Time Employee on January 14, 2025, extending the term of the Agreement until June 30, 2025.
- C. City intends to temporarily employ Part-Time Employee until a permanent employee is selected to assume the position.
- D. City is still in the process of recruiting and employing a permanent Finance Director.
- E. In consideration of the good and valuable services that Part-Time Employee has provided for City, the City wishes to extend Part-Time Employee’s employment.

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

**1. Amendment to Section 2, Term.** Section 2 of the Agreement is hereby amended as follows:

The Agreement shall be effective until December 31, 2025, unless sooner terminated as provided by the termination provisions stated within the Agreement.

**2. Amendment to Section 5(c), Compensation.** Section 5(c) of the Agreement is hereby amended as follows:

Part-Time Employee shall be credited with 60 hours of vacation leave to be utilized between June 10, 2025, and December 31, 2025. Employee shall not accrue additional vacation. Employee shall accrue sick leave only to the extent provided by California law.

Except as specifically modified by the terms of Amendment No.1 or Amendment No.2, the provisions of the Agreement are unchanged and remain in full force and effect.

(Signature Page Follows)

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date set forth above.

CITY OF WHEATLAND

SUSAN MAHONEY

\_\_\_\_\_  
Angela Teter, Mayor

\_\_\_\_\_  
Susan Mahoney

ATTEST:

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

**WHEATLAND CITY COUNCIL  
RESOLUTION NO. 33-24**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND  
AUTHORIZING THE EXECUTION OF AN EMPLOYMENT AGREEMENT WITH  
SUSAN MAHONEY FOR SERVICES AS WHEATLAND FINANCE DIRECTOR**

**WHEREAS**, a vacancy will soon exist for the position of City of Wheatland Finance Director; and

**WHEREAS**, Susan Mahoney previously held the position of Wheatland Finance Director from June 2017 to March 2022 and meets the qualifications for the position; and

**WHEREAS**, Susan Mahoney has agreed to fill the position on an interim basis while City staff determines the best strategy for filling the Finance Director position on a permanent basis; and

**WHEREAS**, the City Council has evaluated the circumstances pertaining to the upcoming Finance Director vacancy and wishes to enter into an Employment Agreement with Susan Mahoney for her services as Finance Director.

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

- A. The foregoing recitals are true and correct.
- B. The City Council of the City of Wheatland hereby approves the attached Employment Agreement and directs the City Manager to execute the agreement.


**PASSED AND ADOPTED** by the City Council of City of Wheatland on this 9<sup>th</sup> day of July 2024, by the following vote:

AYES: Coe, West, McIntosh, Teter  
NOES:  
ABSTAIN:  
ABSENT: Shelton

APPROVED:

  
\_\_\_\_\_  
Rick West, Mayor

ATTEST:

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

**AGREEMENT BETWEEN THE CITY OF WHEATLAND  
AND SUSAN MAHONEY FOR INTERIM FINANCE DIRECTOR SERVICES**

This Agreement (“Agreement”) is made effective as of July 22, 2024, by and between the City of Wheatland, a municipal corporation (“City”), and Susan Mahoney, an individual (“Part-Time Employee”), collectively, the “Parties”, who agree as follows:

WHEREAS, the City has a temporary need to employ a Finance Director until a permanent employee for the position is selected;

WHEREAS, it is the desire of the City to employ Part-Time Employee as Finance Director and Part-Time Employee is willing to accept such employment on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the following mutual promises and the foregoing recitals, the parties agree as follows:

1. **Employment.** City hereby appoints and employs Part-Time Employee as Finance Director of the City, and Part-Time Employee hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. **Term.** This Agreement shall become effective on July 22, 2024, and shall remain in effect until January 31, 2025, unless sooner terminated as provided by the termination provision below.

3. **Duties.** Part-Time Employee shall perform those duties and have those responsibilities that are commonly assigned to a finance director of a city in California, and as further set forth in the Wheatland Municipal Code. Part-Time Employee also shall perform such other duties and responsibilities assigned by the City Manager from time to time. Part-Time Employee shall at all times act in the best interests of City and perform her duties in a competent and professional manner.

4. **Hours.** Part-Time Employee acknowledges that her position is a part-time position. It is anticipated that Part-Time Employee shall work an average of 24 hours per week. The Parties acknowledge that Part-Time Employee’s hours may vary depending on City’s needs, but Part-Time Employee shall not work more than 40 hours in any workweek. Part-Time Employee shall maintain a schedule of hours actually worked and provide a monthly report of hours worked to the City Manager.

5. **Compensation.**

(a) For all services to be rendered by Part-Time Employee under this Agreement, City shall provide to Part-Time Employee a salary in the amount of \$88 per hour. The salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Part-Time Employee shall not be entitled to any benefit paid to full-time employees, unless provided for in this Agreement or otherwise required by law. Part-Time Employee shall not be entitled to paid time off for holidays.

(c) Part-Time Employee shall not accrue vacation. Part-Time Employee shall accrue sick leave only to the extent provided by California law.

(d) Part-Time Employee shall not accrue medical, dental, or vision benefits, nor shall Employee be entitled to payments in lieu of medical benefits.

(e) Part-Time Employee shall not be entitled to receive any cost of living or similar increase granted by City to miscellaneous employees during the term of this Agreement.

(f) Part-Time Employee shall be allowed to participate in the 457 deferred compensation plan established by City under the same terms as City's regular employees are allowed to participate, but Part-Time Employee shall not be eligible for any "matching" contributions by City.

(g) Part-Time Employee's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 27-06), as such rules and regulations may be amended by City from time to time; provided, however, that the Manual's employee benefit provisions shall not apply to Part-Time Employee unless provided for in this Agreement. If any term or condition of this Agreement is 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.

(h) City shall budget for travel and conference expenses, not to exceed \$1,500 per fiscal year, in order for Part-Time Employee to attend official meetings, conferences and occasions reasonably adequate for Part-Time Employee to pursue reasonably necessary official and other functions for City. Use of such allowance shall be at the discretion of Part-Time Employee. Notwithstanding the above, the number of conferences and meetings that City shall pay for Part-Time Employee to attend shall be at the discretion of the City Manager.

(i) City-related direct expenses shall be reimbursed to Part-Time Employee by City. Itemized documentation shall be required for any such reimbursement.

**6. Ownership of Documents.** Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Part-Time Employee during the term of her 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 Part-Time Employee.

7. **Termination.** This Agreement may be terminated prior to its expiration date in any one of the following ways:

- (a) By mutual agreement of the parties, expressed in writing.
- (b) By Part-Time Employee, upon giving City not less than 60 days prior written notice of her election to resign from employment and terminate this Agreement.
- (c) By the death of Part-Time Employee.
- (d) By City, for cause, upon giving to Part-Time Employee written notice of immediate termination. The written notice of termination shall specify: (1) the particular cause(s) and the facts and circumstances justifying the termination of the Agreement for cause, and (2) the opportunity of Part-Time Employee to meet with the City Council on the reasons for her termination. If Part-Time Employee requests a meeting, the meeting will be held at the City Council's earliest convenience in a closed session, unless Part-Time Employee requests an open session. After the meeting, the City Council may affirm, modify or reverse its discretion to terminate for cause. For purposes of this Agreement, the following will justify termination for cause: willful breach of duty; habitual neglect of duty; gross insubordination; conviction of a crime involving moral turpitude; conduct that makes it impossible or impracticable to perform the duties under this Agreement or that seriously impedes City operations; conduct that tends to bring discredit to City; conduct unbecoming an employee in public service; mishandling of City funds; any intentional misrepresentation or fraud in connection with the performance of her duties; theft of City property; violation of law; violation of the City's Personnel Rules and Regulations Manual; or a material breach of this Agreement.
- (e) By City, without cause, upon giving Part-Time Employee 30 days prior written notice of termination and payment of severance pay in an amount equal to Part-Time Employee's then-monthly salary multiplied by either: (1) one month; or (2) the portion of a month remaining on the current term of this Agreement as of the effective date of the termination, whichever is less.

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

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 in this Agreement.

9. **Notices.** Any notice to be given to Part-Time Employee shall be sufficiently served if given to her personally or if deposited in the United States Mail, regular pre-paid mail, addressed to her at her most recent residence address as shown on the Agency 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. **Tax and Contributions.** Subject to the limitations in Section 5 of this Agreement, the City shall make applicable payroll deductions from Part Time Employee's monthly paychecks for all applicable state, federal employee/employer taxes and other obligations.

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

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

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

14. **Construction and Interpretation.** The parties agree and acknowledge that this Agreement has been arrived at through negotiation and that each party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

15. **Headings.** The paragraph headings used in this Agreement are for reference only, and shall not in any way limit or amplify the terms and provisions hereof, nor shall they enter into the interpretation of this Agreement.

16. **Cooperation.** Each party to this Agreement agrees to do all things that may be necessary, including, without limitation, the execution of all documents that may be required hereunder, in order to implement and effectuate this Agreement.

17. **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.

18. **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

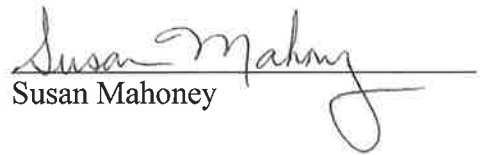
venue for any federal court litigation concerning the enforcement or construction of this Agreement.

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

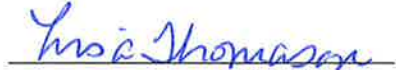
CITY OF WHEATLAND

  
Rick West, Mayor

SUSAN MAHONEY

  
Susan Mahoney

Attest:

  
Lisa Thomason, City Clerk



# City Council Meeting Staff Report

Meeting Date: June 10, 2025

**Subject:** Consider Adoption of Resolution Authorizing the Second Amendment to the Agreement with Bill Zenoni for City Manager Services

**Prepared By:** Gavin Ralphs, Deputy City Attorney

**Recommendation:** Staff recommends that the Wheatland City Council consider the adoption of a resolution authorizing the second amendment to the agreement with Bill Zenoni for City Manager services.

**Discussion:** On June 13, 2023, the City Council authorized the execution of an Agreement with Bill Zenoni to provide City Manager services. The term of that agreement ran from June 26, 2023, to June 30, 2024. On July 9, 2024, the City Council ratified the First Amendment to the Agreement with Mr. Zenoni on July 9, 2024, extending the term of the agreement to June 30, 2025. The First Amendment to the Agreement provides that the City may extend the Agreement with Mr. Zenoni for an additional period of six months, until December 31, 2025.

Mr. Zenoni has provided good and valuable services to the City. The proposed Second Amendment to the Agreement with Mr. Zenoni would extend the term of Mr. Zenoni's employment to December 31, 2025. No other changes to the approved employment agreement are proposed

**Fiscal Impact:** The City Manager is a budgeted position. Funding is available in the Proposed Fiscal Year 2025-26 Budget.

**Attachments:**

1. Resolution
2. Second Amendment to Employment Agreement
3. Employment Agreement

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND  
AUTHORIZING THE SECOND AMENDMENT TO THE AGREEMENT WITH BILL ZENONI  
FOR CITY MANAGER SERVICES**

**WHEREAS**, the City Council approved an Employment Agreement (“Agreement”) with Bill Zenoni for City Manager services on June 13, 2023; and

**WHEREAS**, the City Council ratified the First Amendment to the Agreement with Bill Zenoni on July 9, 2024, extending the term of the Agreement to June 30, 2025; and

**WHEREAS**, the First Amendment to the Agreement provides that the City may extend the Agreement with Bill Zenoni for an additional period of six months, until December 31, 2025; and

**WHEREAS**, Bill Zenoni has done an outstanding job in his role as City Manager; and

**WHEREAS**, the City Council wishes to authorize the Second Amendment to the Agreement with Bill Zenoni extending the termination date of the Agreement to December 31, 2025.

**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 ratifies the attached Second Amendment to the Employment Agreement with Bill Zenoni.

**PASSED AND ADOPTED** by the City Council of City of Wheatland on this 10<sup>th</sup> day of June 2025, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Angela Teter, Mayor

ATTEST:

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

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF WHEATLAND AND BILL ZENONI FOR CITY MANAGER SERVICES**

This Second Amendment to the Employment Agreement (“Agreement”) between the City of Wheatland, a municipal corporation (“City”), and Bill Zenoni, an individual (“Zenoni”), collectively the parties (the “Parties”), is made and entered into effective June 10, 2025, and is based on the Recitals and matters set forth herein.

**RECITALS**

- A. City entered into the Agreement with Zenoni for his services as City Manager of the City, effective June 26, 2023.
- B. City ratified the First Amendment to the Agreement with Zenoni on July 9, 2024, to extend the term of the Agreement until June 30, 2025.
- C. The First Amendment to the Agreement with Zenoni provides that the City may extend the Agreement with Zenoni for an additional period of six months, until December 31, 2025.
- D. In consideration of the good and valuable services that Zenoni has provided for City, the City wishes to extend Zenoni’s employment.

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

- 1. **Amendment to Section 2, Term.** Section 2 of the Agreement is hereby amended as follows:

The Agreement shall be extended until December 31, 2025, unless sooner terminated as provided by the termination provisions stated within the Agreement.

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

**IN WITNESS WHEREOF**, the parties have executed this Amendment on the date set forth below.

CITY OF WHEATLAND

BILL ZENONI

\_\_\_\_\_  
Angela Teter, Mayor

\_\_\_\_\_  
Bill Zenoni

Attest:

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

**AGREEMENT BETWEEN THE CITY OF WHEATLAND  
AND BILL ZENONI FOR CITY MANAGER SERVICES**

This Agreement (“Agreement”) is made and entered into this 26th day of June, 2023, by and between the City of Wheatland, a municipal corporation (“City”) and Bill Zenoni, an individual (“Zenoni”), collectively, the “Parties”, who agree as follows:

1. **Employment.** City hereby appoints and employs Zenoni as City Manager of the City, and Zenoni hereby accepts such employment, on and subject to the terms and conditions of this Agreement.

2. **Term.** This Agreement shall remain in effect until June 30, 2024 unless sooner terminated as provided by the termination provision below. No later than May 31, 2024, the Parties shall confer and determine whether to extend this Agreement on mutually agreeable terms.

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

4. **Hours.** Zenoni acknowledges that his position is a part-time, exempt management position. It is anticipated that Zenoni shall work an average of four days per week, with a target of approximately 80% of the hours of an equivalent full-time position. Beginning October 1, 2023, it is agreed that Zenoni shall work an average of three days per week, with a target of approximately 60% of the hours of an equivalent full-time position. However, the Parties acknowledge that time may vary depending on City’s needs. Zenoni 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.

5. **Compensation.**

(a) For all services to be rendered by Zenoni under this Agreement, City shall provide to Zenoni a salary in the amount of \$105 per hour. The salary shall be paid at the times and in the same manner as other City employees are paid.

(b) Zenoni shall not be compensated for overtime hours worked or otherwise earn or be entitled to compensatory time off for hours worked in excess of eight hours per day or 40 hours per week. Zenoni shall not be entitled to paid time off for holidays.

(c) Zenoni shall accrue vacation and sick leave at the same rate as the City's general employees, but the amount of vacation and sick leave earned by Zenoni will be pro-rated consistent with Zenoni's part-time schedule as set forth in Paragraph 4, Hours.

(d) Zenoni shall be allowed to participate in the City's dental and vision insurance coverage if he chooses. Upon enrolling in the City's dental and vision insurance coverage plan, Zenoni shall pay the necessary premiums for himself and any dependent(s).

(e) Zenoni shall be allowed to participate in the 457 deferred compensation plan established by City under the same terms as City's regular employees are allowed to participate, but Zenoni shall not be eligible for any "matching" contributions by City.

(f) Zenoni's employment shall be governed by the City Personnel Rules and Regulations Manual (City Resolution No. 27-06), as such rules and regulations may be amended by City from time to time; provided, however, that the Manual's employee benefit provisions shall not apply to Zenoni unless provided for in this Agreement. If any term or condition of this Agreement is 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.

(g) Because Zenoni's duties require the use of an automobile, City shall reimburse Zenoni for mileage incurred while performing City business (exclusive of commuting mileage) at the current Internal Revenue Service mileage rates. Zenoni shall be required to obtain a rider on his personal automobile insurance naming City as an additional insured, and City shall reimburse Zenoni for any direct expenses related thereto.

(h) City-related direct expenses shall be reimbursed to Zenoni by City. Itemized documentation shall be required for any such reimbursement.

(i) City shall budget for travel and conference expenses and membership in professional organizations, such as ICMA and CCMF, in order for Zenoni to attend official meetings, conferences and occasions reasonably adequate for Zenoni to continue his professional development and to reasonably pursue necessary official and other functions for City. In adopting the budget, City has discretion to set what it deems an appropriate number for attendance at conferences and meetings and membership in professional organizations. Use of such budget shall be at Zenoni's discretion. Authorization for Zenoni to attend or participate in, at City's expense, any travel or conference not included in the annual budget shall be at the discretion of the City Council.

**6. Ownership of Documents.** Every document, report, study, spreadsheet, worksheet, plan, blueprint, specification, drawing, map, photograph, computer model, computer disk, magnetic tape, CAD data file, computer software and any other writing or thing prepared by Zenoni 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 Zenoni.

**7. Termination.** This Agreement may be terminated prior to its expiration date in any one of the following ways:

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

(b) By Zenoni, upon giving City not less than 90 days prior written notice of his election to resign from employment and terminate this Agreement.

(c) By the death of Zenoni.

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

(e) By City, without cause, upon giving Zenoni 30 days prior written notice of termination and payment of severance pay in an amount equal to Zenoni's then-monthly salary multiplied by either: (1) one month; or (2) the portion of a month remaining on the current term of this Agreement as of the effective date of the termination, whichever is less.

**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 in this Agreement.

**9. Notices.** Any notice to be given to Zenoni shall be sufficiently served if given to him personally or if deposited in the United States Mail, regular pre-paid mail, addressed to him at his most recent residence address as shown on the Agency 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 Zenoni. 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 Zenoni'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.

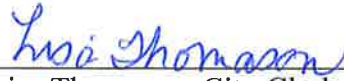
CITY OF WHEATLAND

BILL ZENONI

  
\_\_\_\_\_  
Rick West, Mayor

  
\_\_\_\_\_  
Bill Zenoni

Attest:

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

Fiscal Year 2025-26

# ENGINEER'S REPORT

## Wheatland-Premier Grove Landscaping and Lighting District [Including Park Place Annexation]

APRIL 2025

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT OF 1972 AND ARTICLE XIID OF THE CALIFORNIA CONSTITUTION

Engineer of Work:



4745 Mangels Boulevard  
Fairfield, California 94534  
707.430.4300  
www.sci-cg.com

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# Wheatland-Premier Grove Landscape and Lighting District

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**City Council**

Angela Teter, Mayor  
Lisa McIntosh, Vice Mayor  
Angela Teter  
Brian Abe  
John Abe

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**Finance Consultant**

Susan Mahoney

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**City Clerk**

Lisa Thomason

---

**Engineer of Work**

SCI Consulting Group  
John W. Bliss, M.Eng., P.E.  
President and Lead Assessment Engineer

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# Introduction

## Overview

The Wheatland-Premier Grove Landscaping and Lighting Assessment District (the "District") provides funding for the maintenance, servicing and improvement for the following: landscaping, irrigation, street lights, detention basin, frontage wall and park for the Wheatland Ranch subdivision; street lights for the Premier Grove subdivision; and landscaping, irrigation, street lights, open space, drainage area and park for the Park Place subdivision.

This Engineer's Report ("Report") was prepared to establish the budget for the Improvements (as described below) that will be funded by the 2025-26 assessments and other revenue and to determine the special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIID of the California Constitution (the "Article").

Following submittal of this Report to the City of Wheatland City Council (the "Council") for preliminary approval, the Council may, by Resolution, call for the Public Hearing on the assessments for landscaping maintenance and improvements. This hearing is scheduled for June 24, 2025 at 6:00 p.m. After the close of the hearing, the Council may take action to approve the continuation of the assessments for fiscal year 2025-26. If the assessments are so confirmed and approved, the levies would be submitted to the County Auditor/Controller in August 2025 for inclusion on the property tax roll for Fiscal Year 2025-26.

## Legal Analysis

### Proposition 218

This assessment is formed consistent with Proposition 218, The Right to Vote on Taxes Act, which was approved by the voters of California on November 6, 1996 and is now Article XIIC and XIID of the California Constitution. Proposition 218 provides for benefit assessments to be levied to fund the cost of providing services, improvements, as well as maintenance and operation expenses to a public improvement which specially benefits the assessed property.

Proposition 218 describes a number of important requirements, including a property-owner balloting, for the formation and continuation of assessments, and these requirements are satisfied by the process used to establish this assessment.

---

**Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority**

In July of 2008, the California Supreme Court issued its ruling on the Silicon Valley Taxpayers Association, Inc. v. Santa Clara County Open Space Authority (“SVTA vs. SCCOSA”). This ruling is the most significant court case in further legally clarifying the substantive assessment requirements of Proposition 218. Several of the most important elements of the ruling included further emphasis that:

- Benefit assessments are for special, not general, benefit
- The services and/or improvements funded by assessments must be clearly defined
- Special benefits are directly received by and provide a direct advantage to property in the assessment district

This Report is consistent with the SVTA vs. SCCOSA decision and with the requirements of Article 13C and 13D of the California Constitution based on the following factors:

1. The District is divided into separate zones of benefit, and the assessment revenue derived from real property in each zone is extended only on specifically identified Improvements and/or maintenance and servicing of those Improvements in that zone and other Improvements in the District that confer special benefits to property in that zone.
2. The use of zones of benefit ensures that the improvements constructed and maintained with assessment proceeds are located in close proximity to the real property subject to the assessment, and that such Improvements provide a direct advantage to the property in the zone.
3. Due to their proximity to the assessed parcels, the Improvements and maintenance thereof financed with assessment revenues in each zone benefit the properties in that zone in a manner different in kind from the benefit that other parcels of real property in the District derive from such Improvements, and the benefits conferred on such property in each zone are more extensive and direct than a general increase in property values.

4. The assessments paid in each zone of benefit are proportional to the special benefit that each parcel within that zone receives from such Improvements and the maintenance thereof because:
  - a. The specific Improvements and maintenance and utility costs thereof in each zone and the costs thereof are specified in this Engineer's Report; and
  - b. Such improvement and maintenance costs in each zone are allocated among different types of property located within each zone of benefit, and equally among those properties which have similar characteristics and receive similar special benefits.

---

**Dahms v. Downtown Pomona Property**

On June 8, 2009, the Court of Appeal approved a benefit assessment for property in the downtown area of the City of Pomona. In Dahms, the Court upheld an assessment that was 100% special benefit (i.e. 0% general benefit) on the rationale that the services and improvements funded by the assessments were directly provided only to property in the assessment district. The Court also upheld discounts and exemptions from the assessment for certain properties.

---

**Bonander v. Town of Tiburon**

On December 31, 2009, the Court of Appeal overturned a benefit assessment approved by property owners to pay for placing overhead utility lines underground in an area of the Town of Tiburon. The Court invalidated the assessments on the grounds the assessments had been apportioned to assessed property based in part on relative costs within sub-areas of the assessment district instead of proportional special benefits.

---

**Beutz v. County of Riverside**

On May 26, 2010, the Court of Appeal overturned an assessment for park maintenance in Wildomar, California, primarily because the general benefits associated with improvements and services were not explicitly calculated, quantified and separated from the special benefits.

---

**Golden Hill Neighborhood Association v. City of San Diego**

On September 22, 2011, the Court of Appeal issued a decision on the Golden Hill Neighborhood Association v. City of San Diego appeal. This decision overturned an assessment for street and landscaping maintenance in the Greater Golden Hill neighborhood of San Diego, California. The court described two primary reasons for its decision. First, like in *Beutz*, the court found the general benefits associated with services were not explicitly calculated, quantified and separated from the special benefits. Second, the court found that the City had failed to record the basis for the calculation of the assessment amount on city-owned parcels.

**Compliance with Current Law**

This Report is consistent with the requirements of Article XIIC and XIID of the California Constitution and with the *SVTA* decision because the improvements to be funded are clearly defined; the improvements are directly available to and will directly benefit property in the District; and the improvements provide a direct advantage to property in the District that would not be received in absence of the Assessments.

This Report is consistent with *Buetz*, *Dahms*, and *Greater Golden Hill* because, the improvements will directly benefit property in the District and the general benefits have been explicitly calculated and quantified and excluded from the Assessments. The Engineer’s Report is consistent with *Bonander* because the Assessments have been apportioned based on the overall proportional special benefit to each property.

## Plans & Specifications

The Act requires the Report to include “plans and specifications” that show and describe the existing and proposed “Improvements” (as defined at section 22525 of the Act) that will benefit the property in the District. Consistent with the Act the Improvements are described as follows:

Installation, Maintenance and Servicing of public improvements and facilities (including but not limited to, landscaping, sprinkler systems, park grounds, park facilities, playground equipment, landscape corridors, adjacent streets, sidewalks, curbs and gutters, storm drainage systems, Public Lighting Facilities, fencing, entry monuments, signage, frontage and retention walls, other landscaping facilities), and related labor, materials, supplies, utilities, equipment, and Incidental Expenses in and for the parks, landscape areas, detention basins and other Public Places in the District owned or maintained by the City of Wheatland. (Collectively the “Improvements.”)

Installation means the construction and installation of landscaping, park, detention basin and related improvements, including, but not limited to, land preparation, such as grading, leveling, cutting and filling, sod, landscaping, irrigation systems, sidewalks and drainage, and lights. Other capitalized words and phrases in this section shall have the meanings as defined in the Act.

## Fiscal Year 2025-26 Estimate of Cost and Budget

The Act requires the Report to estimate the costs of the Improvements for the fiscal year, including estimates for the total costs for the Improvements for the year, the amount of any surplus or deficit to be carried over from a previous fiscal year, and the amount of funding contributions made from sources other than assessment revenue. After determining these amounts, the Report then must calculate the net amount to be assessed upon assessable lands within the District.

**Figure 1: Cost and Budget**

Wheatland-Premier Grove Landscaping & Lighting District Benefit Assessment Estimate of Cost for Fiscal Year 2025-26			
<b>Improvements Cost:</b>			
<b>Wheatland Ranch: Unit 1 &amp; Unit 2</b>			
<b>Equipment Purchase and Maintenance</b>		<b>\$</b>	<b>74,007</b>
Maintenance and Operation <sup>1</sup>	\$ 59,229		
Street Lights	\$ 7,496		
Administration	\$ 2,998		
Incidentals	\$ 4,284		
<b>Premier Grove</b>			
<b>Equipment Purchase and Maintenance</b>		<b>\$</b>	<b>9,941</b>
Maintenance and Operation <sup>1</sup>	\$ 7,797		
Street Lights	\$ 1,183		
Administration	\$ 418		
Incidentals	\$ 543		
<b>Park Place</b>			
<b>Equipment Purchase and Maintenance</b>		<b>\$</b>	<b>65,839</b>
Maintenance and Operation <sup>1</sup>	\$ 51,491		
Street Lights	\$ 7,919		
Administration	\$ 2,795		
Incidentals	\$ 3,634		
<b>Total Budget</b>		<b>\$</b>	<b>149,787</b>
<b>Total Benefit of Services and Related Expenses</b>			
Wheatland Ranch (Zone 1) SFE Units			188
<b>Benefit received per Single Family Equivalent Unit</b>		<b>\$</b>	<b>394</b>
<b>Total Benefit of Services and Related Expenses</b>			
Premier Grove (Zone 2) SFE Units			49
<b>Benefit received per Single Family Equivalent Unit</b>		<b>\$</b>	<b>203</b>
<b>Total Benefit of Services and Related Expenses</b>			
Park Place (Zone 3) SFE Units			209
<b>Benefit received per Single Family Equivalent Unit</b>		<b>\$</b>	<b>315</b>
<b>Less:</b>			
District Contribution for General Benefits		\$	10,485
District Contribution toward Special Benefits		\$	14,540
		<b>\$</b>	<b>25,025</b>
<b>Total Landscaping &amp; Lighting District</b>		<b>\$</b>	<b>124,762</b>
(Net Amount to be Assessed)			
<b>Budget Allocation:</b>			
<b>Wheatland Ranch</b>	Total	Assessment	Total
	SFE Units	per SFE	Assessment
	188	\$361.49	\$67,959.56
<b>Premier Grove</b>	Total	Assessment	Total
	SFE Units	per SFE	Assessment
	49	\$153.21	\$7,507.32
<b>Park Place</b>	Total	Assessment	Total
	SFE Units	per SFE	Assessment
	209	\$235.86	\$49,294.74
<small><sup>1)</sup> Includes park and landscaping maintenance, and adjacent curb and gutter, storm drainage, streets and other infrastructure.</small>			

## Method of Assessment Apportionment

This section of the Engineer's Report includes an explanation of the benefits derived from the installation, maintenance and servicing of the Improvements for Wheatland Ranch, Premier Grove and Park Place and the methodology used to apportion the total assessment to properties within the District.

The District consists of all Assessor Parcels within the three subdivisions. The method used for apportioning the assessment is based upon the proportional special benefits derived by the properties in the District over and above general benefits conferred on real property or to the public at large. The apportionment of special benefit is a two-step process: the first step is to identify the types of special benefit arising from the Improvements, and the second step is to allocate the assessments to property based on the estimated relative special benefit for each type of property.

### Discussion of Benefit

In summary, the assessments can only be continued based on the special benefit to property. This benefit is received by property over and above any general benefits. Moreover, such benefit is not based on any one property owner's use of the Improvements or a property owner's specific demographic status. With reference to the requirements for assessments, Section 22573 of the Landscaping and Lighting Act of 1972 states:

"The net amount to be assessed upon lands within an assessment district may be apportioned by any formula or method which fairly distributes the net amount among all assessable lots or parcels in proportion to the estimated benefits to be received by each such lot or parcel from the improvements."

Proposition 218, as codified in Article XIII D of the California Constitution, has confirmed that assessments must be based on the special benefit to property:

"No assessment shall be imposed on any parcel which exceeds the reasonable cost of the proportional special benefit conferred on that parcel."

The following benefit categories summarize the types of special benefit to residential and other lots and parcels resulting from the installation, maintenance and servicing of the Improvements to be provided with the assessment proceeds. These categories of special benefit are derived from the statutes passed by the California Legislature and other studies which describe the types of special benefit received by property from

maintenance and improvements such as those within by the District. These types of special benefit are summarized as follows:

- A. Proximity to Improved Park and Landscaped Areas Within the Assessment District.
- B. Access to Improved Park and Landscaped Areas Within the Assessment District.
- C. Improved Views Within the Assessment District.
- D. Extension of a Property’s Outdoor Areas and Green Spaces for Properties Within Proximity to the Improvements.
- E. Improved Nighttime Visibility and Safety from Streetlights.

The SVTA v. SCCOSA decision provides enhanced clarity to the definitions of special benefits to properties in three distinct areas:

- ◆ Proximity
- ◆ Expanded or Improved Access
- ◆ Views

The decision also clarifies that a special benefit is a service or improvement that provides a direct advantage to a parcel and that indirect or derivative advantages resulting from the overall public benefits from a service or improvement are general benefits. The SVTA v. SCCOSA decision also provides specific guidance that park improvements are a direct advantage and special benefit to property that is proximate to a park that is improved by an assessment:

*The characterization of a benefit may depend on whether the parcel receives a direct advantage from the improvement (e.g. proximity to a park) or receives an indirect, derivative advantage resulting from the overall public benefits of the improvement (e.g. general enhancement of the district’s property values).*

Proximity, improved access and views, in addition to the other special benefits listed above further strengthen the basis of these assessments.

## Benefit Factors

The special benefits from the Improvements are further detailed below:

### Proximity To Improved Park And Landscaped Areas Within The Assessment District

Only the specific properties within close proximity to the Improvements are included in the District. Therefore, property in the District enjoys unique and valuable proximity and

access to the Improvements that the public at large and property outside the District do not share.

In absence of the assessments, the Improvements would not be provided and the park and landscape areas in the District would be degraded due to insufficient funding for maintenance, upkeep and repair. Therefore, the assessments provide Improvements that are over and above what otherwise would be provided. Improvements that are over and above what otherwise would be provided do not by themselves translate into special benefits but when combined with the unique proximity and access enjoyed by parcels in the District, they provide a direct advantage and special benefit to property in the District.

---

**Access To Improved Park And Landscaped Areas Within The Assessment District**

Since the parcels in the District are nearly the only parcels that enjoy close access to the Improvements, they directly benefit from the unique close access to improved landscaping areas that are provided by the Assessments. This is a direct advantage and special benefit to property in the District.

---

**Improved Views Within The Assessment District**

The City, by maintaining these park and landscaped areas, provides improved views to properties in the Assessment District. The properties in the District enjoy close and unique proximity, access and views of the Improvements; therefore, the improved and protected views provided by the Assessments are another direct and tangible advantage that is uniquely conferred upon property in the District.

---

**Extension Of A Property’s Outdoor Areas And Green Spaces For Properties Within Proximity To The Improvements**

In large part because it is cost prohibitive to provide large open land areas on property in the District, the residential and other benefiting properties in the District do not have large outdoor areas and green spaces. The park and landscaped areas within the District provide additional outdoor areas that serve as an effective extension of the land area for proximate properties because the Improvements are uniquely proximate and accessible to property in close proximity to the Improvements. The Improvements, therefore, provide an important, valuable and desirable extension of usable land area for the direct advantage and special benefit of properties with good and close proximity to the Improvements.

**Improved Nighttime Visibility And Safety From Streetlights**

Well maintained, effective street lighting provides special benefit to proximate parcels, within the range of the light, because it allows for safer and improved use of the property in the evenings and night. Streetlighting also provides special benefit as it increases neighborhood safety and reduces the likelihood of crime on the proximate parcels.

**General Versus Special Benefit And Quantification Of General Benefit**

In light of *Beutz v. County of Riverside* (2010) and *Golden Hill Neighborhood Association v. City of San Diego* (2011), the City has reevaluated the Proposition 218 requirement regarding special and general benefits. Proposition 218 requires an assessing agency to separate the general benefits from the special benefits of a public improvement or service, estimate the quantity of each in relation to the other, and limit the assessment amount to the portion of the improvement or service costs attributable to the special benefits. The courts in Golden Hill and Beutz determined that there usually will be some general benefit associated with a parks improvement project and park-related services because residents and others who don't reside in the assessment district probably will use the parks at least to some degree. The separation and quantification of general and special benefits requires an apportionment of the cost of the service or improvement between the two benefit types and assessing assessment district property owners only for the portion of the cost representing special benefits to the assessment district property. General benefits cannot be funded by assessment revenue. Rather, the funding must come from other sources. The city therefore has analyzed the quantity or extent to which the general public may reasonably be expected to use or benefit from the parks and landscape areas in relation to the quantity or extent to which residents of the assessment district use and benefit from the parks and landscape areas.

Although the parks and landscape areas may be available to the general public at large, they have been specifically designed, located and created to provide additional and improved public resources for property inside the District, and not the public at large. Other properties that are either outside the District, or within the District and not assessed, do not enjoy the unique proximity, access, views and other special benefit factors described previously. These Improvements are of special benefit to properties located within the Assessment District because they provide a direct advantage to properties in the District that would not be provided in absence of the Assessments.

Special Note Regarding General Benefit and the *SVTA v. SCCOSA* Decision:

*There is no widely-accepted or statutory formula for calculating general benefit. General benefits are benefits from improvements or services that are not special in nature, are not "particular and distinct" and are not "over and above" benefits*

*received by other properties. The SVTA vs. SCCOSA decision provides some clarification by indicating that general benefits provide “an indirect, derivative advantage” and are not necessarily proximate to the improvements.*

In the re-analysis of general benefit, the city determined that there are several attributes and features relating to the parks and landscaped areas that discourage and limit use by persons who do not reside near the parks and landscape areas: there are no bathrooms; there are no parking lots; the areas are small; the areas are designed for passive use and short duration of use (e.g. less than one hour); there are no ball fields for organized sports teams and play; the areas are not located on major streets; and, the areas are not destination parks. For similar reasons, these attributes and features make the parks and landscape areas much more usable by those who reside within close walking distance.

City police officers, other staff persons and council members over the years also have observed the patterns of usage of the parks and landscape areas and the persons who use those areas. Based on these observations, the city has determined that the vast majority of the persons who use these areas reside in close proximity, that it is extremely rare for someone to drive to park at and use these areas, and that it is extremely rare for someone to walk to these areas from outside the District.

Based on these observations and the park/landscape area attributes and features that discourage and limit use by persons outside the District area, the city has determined that approximately 8% of the persons who use the parks and landscape areas walk or drive to the areas from outside the District.

Regarding the street lighting, it benefits both pedestrians and drivers who reside in the District area as well as those pedestrians and drivers from outside the District (i.e., those walking or driving through or into the District). Because the District involves residential subdivisions with no major arterial roads and few through roads, the vast majority of the walking and driving in the District is by those who reside in the area. City police officers, other staff persons and council members over the years have observed the drivers and pedestrians in the District area. Based on these observations, the city has determined that approximately 3% of the drivers and pedestrians on the District streets with lighting reside outside the District.

With 8% of park usage by non-District residents and 3% benefit from street lighting to non-District residents, the city next must determine the overall percentage of use and benefit attributable to the general benefit. It is difficult to calculate or reconcile the overall general benefit from these percentages; therefore, the city has determined that the most appropriate calculation is to average the two. In averaging the percentages, the city estimates and determines that the overall general benefit from the Improvements is 7%. The budget on page 6 shows that the amount and portion of city funding of the

improvement costs from sources other than assessment revenue is \$25,052, or 17%, which exceeds the 7% general benefit.

**Method of Assessment**

After separating out the general benefits, the second step in apportioning assessments is to determine the relative special benefit for each property. This process involves determining the relative special benefit received by each property in relation to a single-family home, or, in other words, on the basis of Single-Family Equivalents (SFE). This SFE methodology is commonly used to distribute assessments in proportion to estimated special benefit and is generally recognized as providing the basis for a fair and appropriate distribution of assessments. For the purposes of this Report, all properties are designated a SFE value, which is each property’s relative special benefit in relation to a single family home on one parcel. In this case, the "benchmark" property is the single family detached dwelling which is one Single Family Equivalent or one SFE.

**Assessment Apportionment**

The Improvements for Wheatland Ranch, Premier Grove and Park Place would provide direct and special benefit to properties in this District. Wheatland Ranch, Premier Grove and Park Place are residential single family development projects. As such, each residential property receives similar benefit from the Improvements. Therefore, the Engineer has determined that the appropriate method of apportionment of the benefits derived by all parcels is on a dwelling unit basis. All improved properties or properties proposed for development are assigned an SFE factor equal to the number of dwelling units developed or planned for the property. The assessments are listed on the Assessment Roll.

**Appeals and Interpretation**

Any property owner who claims that the assessment levied on its property is in error as a result of incorrect information being used to apply the foregoing method of assessment, may file a written appeal with the City Manager or his or her designee. Any such appeal is limited to correction of an assessment during the then current or, if before July 1, the upcoming fiscal year. Upon the filing of any such appeal, the City Manager or his or her designee will promptly review the appeal and any information provided by the property owner. If the City Manager or his or her designee finds that the assessment should be modified, the appropriate changes shall be made to the assessment roll. If any such changes are approved after the assessment roll has been filed with the County for collection, the City Manager or his or her designee is authorized to refund to the property

owner the amount of any approved reduction. Any property owner, who disagrees with the decision of the City Manager or her or his designee, may refer their appeal to the City Council of the City of Wheatland and the decision of the City Council of the City of Wheatland shall be final.

## Assessment

WHEREAS, the City Council of the City of Wheatland, County of Yuba, California, pursuant to the provisions of the Landscaping and Lighting Act of 1972 and Article XIID of the California Constitution (collectively “the Act”), adopted its Resolution Initiating Proceedings for the Formation of the Landscaping and Lighting Assessment District;

WHEREAS, the Resolution directed the undersigned Engineer of Work to prepare and file a report presenting a description of the Improvements, an estimate of the costs of the Improvements, a diagram for the assessment district and an assessment of the estimated costs of the improvements upon all assessable parcels within the assessment district, to which Resolution and the description of the Improvements therein contained, reference is hereby made for further particulars;

NOW, THEREFORE, the undersigned, by virtue of the power vested in me under the Act and the order of the City Council of the City of Wheatland, hereby make the following assessment to cover the portion of the estimated cost of the Improvements, and the costs and expenses incidental thereto to be paid by the assessment district.

The amount of the costs of the Improvements and related incidental expense to be paid by the District for the fiscal year 2025-26 is as follows:

**Figure 2: Summary of Cost Estimates**

Estimate of Improvement Cost for FY 2025-26	Wheatland Ranch Units 1 & 2	Premier Grove	Park Place
Maintenance and Operation <sup>1</sup>	\$ 59,229	\$ 7,797	\$ 51,491
Street Lights	\$ 7,496	\$ 1,183	\$ 7,919
Administration	\$ 2,998	\$ 418	\$ 2,795
Incidentals	\$ 4,284	\$ 543	\$ 3,634
Contribution from other sources <sup>2</sup>	\$ (7,624)	\$ (2,609)	\$ (17,695)
<b>Total Budget</b>	<b>\$ 66,383</b>	<b>\$ 7,333</b>	<b>\$ 48,145</b>
<b>Budget to Assessment</b>			
<b>Total Budget</b>	<b>\$ 67,960</b>	<b>\$ 7,507</b>	<b>\$ 49,295</b>
Total SFE Units	188	49	209
<b>Total per SFE</b>	<b>\$361.49</b>	<b>\$153.21</b>	<b>\$235.86</b>

1) Includes park and landscaping maintenance, and adjacent curb and gutter, storm drainage, streets and other infrastructure  
 2) General Fund, Public Works fund, etc.

As required by the Act, the Assessment Diagram is hereto attached and made a part hereof showing the exterior boundaries of the District. The distinctive number of each parcel or lot of land in the Wheatland-Premier Grove Landscaping and Lighting District is its Assessor Parcel Number appearing on the Assessment Roll.

I do hereby assess and apportion the net amount of the cost and expenses of the Improvements, including the related incidental expenses, upon the parcels and lots of land within the District, in accordance with the special benefits to be received by each parcel or lot, from the improvements, and more particularly set forth in the Cost Estimate and Method of Assessment in the Report.

The assessment is made upon the parcels or lots of land within the District in proportion to the special benefits to be received by the parcels or lots of land, from the Improvements.

The assessment is subject to an annual adjustment based on the change in the Consumer Price Index for the San Francisco Bay Area as of December of each succeeding year, with the maximum annual adjustment not to exceed 4%.

In the event that the actual assessment rate for any given year is not increased by an amount equal to the minimum of 4% or the yearly CPI change plus any CPI change in previous years that was in excess of 4%, the maximum authorized assessment shall increase by this amount. In such event, the maximum authorized assessment shall be equal to the base year assessment as adjusted by the increase to the CPI, plus any and all CPI adjustments deferred in any and all prior years. The CPI change above 4% can be used in a future year when the CPI adjustment is below 4%.

The 2025-26 rate for Wheatland Ranch (Zone 1) is \$361.49 per SFE, Premier Grove (Zone 2) is \$153.21 per SFE, and Park Place (Zone 3) is \$235.86 per SFE which is a 2.37% increase and the maximum allowed rate for each zone.

Each parcel or lot of land is described in the Assessment Roll by reference to its parcel number as shown on the Assessor's Maps of the County of Yuba for the fiscal year 2025-26. For a more particular description of the parcel, reference is hereby made to the deeds and maps on file and of record in the office of the County Recorder of Yuba County.

I hereby place opposite the Assessor Parcel Number for each parcel or lot within the Assessment Rolls, the amount of the assessment for the fiscal year 2025-26 for each parcel or lot of land within the District.

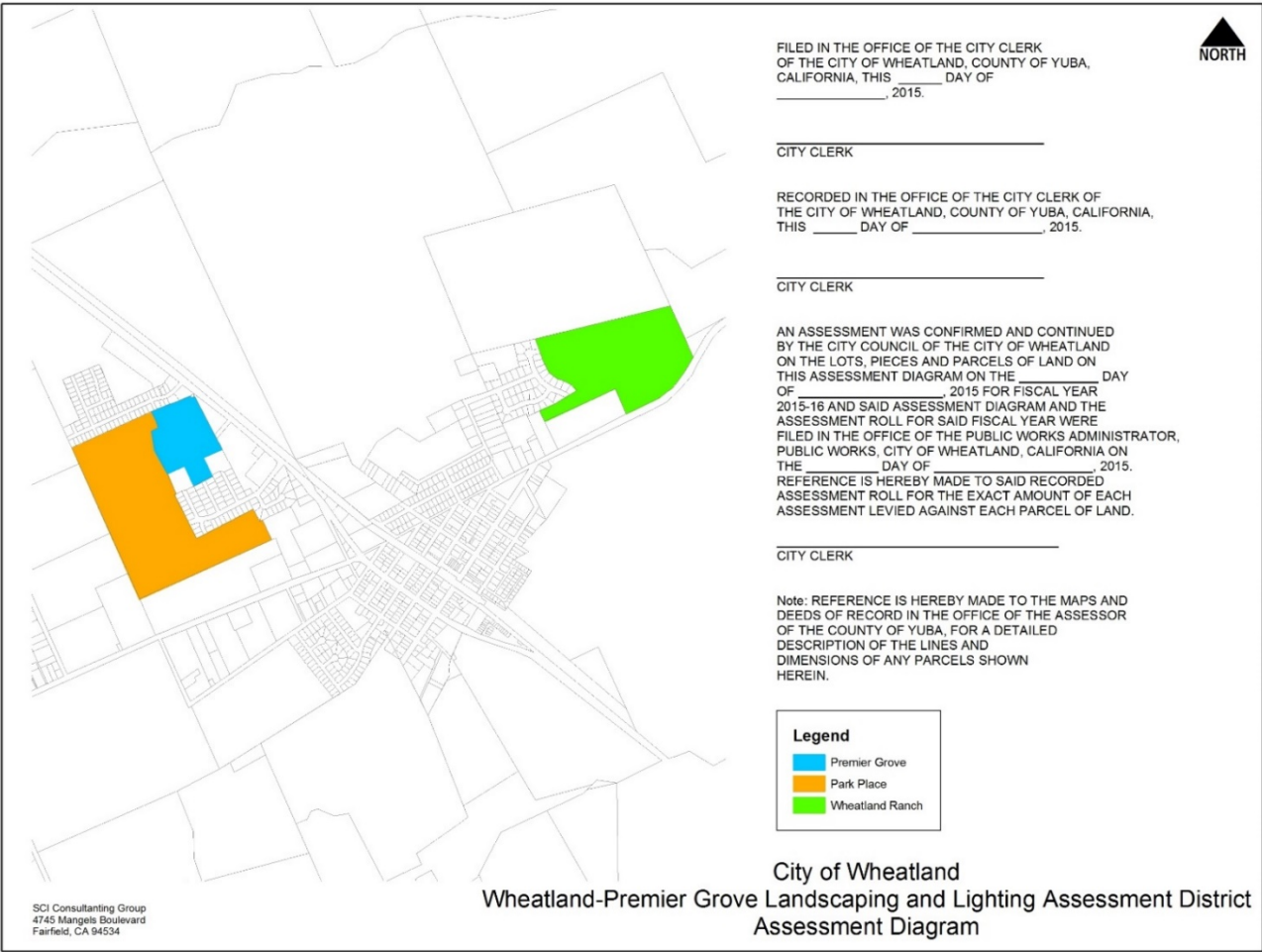
Dated: May 8, 2025



Engineer of Work  
By \_\_\_\_\_  
John W. Bliss, License No. C052091

# Assessment Diagram

The boundaries of the Landscaping and Lighting District are displayed on the following Assessment Diagrams.



## Assessment Roll, FY 2025-26

An Assessment Roll (a listing of all parcels assessed within the Assessment District and the amount of the assessment) will be filed with the City Clerk is, by reference, made part of this report and is available for public inspection during normal office hours.

Each lot or parcel listed on the Assessment Roll is shown and illustrated on the latest County Assessor records and these records are, by reference made part of this report. These records shall govern for all details concerning the description of the lots or parcels.



# CITY OF WHEATLAND

## CITY COUNCIL MEETING STAFF REPORT

June 10, 2025

**SUBJECT:** PUBLIC HEARING FOR THE CONTINUANCE OF ASSESSMENTS FOR WHEATLAND-PREMIER GROVE LANDSCAPING AND LIGHTING DISTRICT

**PREPARED BY:** Susan Mahoney, Finance Director

### Recommendation

Hold a public hearing on the proposed assessments for the Wheatland-Premier Grove Assessment District for the fiscal year 2025-2026 and, after considering any public input, approve the Engineers Report prepared by SCI Consulting Group and order the levy of the assessments for the 2025-2026 fiscal year.

### Background/Discussion

Each year a budget is established to determine the cost of providing services and to determine the proportional amount to assess benefiting parcels within the District. This is a three-step process. Step 1 was approved by Council at the February 25, 2025 meeting (Resolution 11-25). Step 2 was approved by Council at the May 13, 2025 meeting (Resolution 16-25).

The third and final step is to hold a public hearing to give interested persons an opportunity to protest the annual report. If the Council determines that public interest, convenience, and necessity require the improvements then the Council's final action is to approve the Engineer's Report and the assessments therein by adopting the attached Resolution. There have been no changes made to the Engineer's Report as adopted by Council on May 13, 2025.

**Step 1** - Pass a resolution directing the preparation of the Annual Engineer's Report. The Engineer's Report establishes a budget for the services that will be funded by the fiscal year 2025-26 assessments and the method of assessment apportionment to lots and parcels.  
**Step 2** - Pass a resolution of intention to continue the assessments, preliminary approval of the Engineer's Report and provide notice of a Public Hearing.  
**Step 3** - Hold a public hearing and pass a resolution approving the Engineer's Report and ordering the levy of the assessment for fiscal year 2025-26.

### Alternatives

Approving the Engineer's Report and holding a public hearing are necessary to move forward with the annual assessment.

**Fiscal Impact**

Properties directly benefitted by improvements and maintenance will be assessed proportionately. General benefits will be paid for from the City's General Fund The fiscal year 2025-2026 estimated General Fund contribution is \$50,000.

**Attachments**

- 1. Resolution
- 2. Engineer's Report

RESOLUTION NO. xx-25

**CONFIRMING ENGINEER'S REPORT, DIAGRAM, ANNUAL ASSESSMENT, AND DIRECTING AUDITOR OF YUBA COUNTY TO LEVY AND COLLECT ASSESSMENTS FOR FISCAL YEAR 2025-26 IN THE WHEATLAND-PREMIER GROVE LANDSCAPING AND LIGHTING DISTRICT**

WHEREAS, the City Council of the City of Wheatland ("Council") adopted its Resolution Initiating Proceedings for the preparation and filing of an annual report for Fiscal Year 2025-26 pursuant to Chapter 3 of the Landscape and Lighting Act of 1972; and

WHEREAS, the Annual Engineer's Report was filed as directed, and the Council adopted its resolution of intention to continue and collect assessments within the Wheatland-Premier Grove Landscaping and Lighting District for fiscal year 2025-26, and a public hearing was called thereon, to be held on June 10, 2025, at 6:00 p.m., at the Wheatland Community Center at 101 C Street, Wheatland, California and Notice of the hearing was given in the time and manner required by law; and

WHEREAS, at the public hearing, the Council afforded to every interested person an opportunity to make a protest to the annual report either in writing or orally, and the Council considered each protest; and

WHEREAS, upon the conclusion of the hearing the Council determined that no modifications to the Engineer's Report were necessary and that a majority protest did not exist.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF WHEATLAND, AS FOLLOWS:

1. The Council hereby adopts and confirms the Annual Engineer's Report and the diagram and assessment as set forth in the Annual Engineer's Report for the:

WHEATLAND-PREMIER GROVE LANDSCAPING AND LIGHTING DISTRICT

2. The adoption of this Resolution constitutes the levy of the assessment on each of the lots or parcels in the above identified landscape and lighting assessment districts for Fiscal Year 2025-26 as follows:

WHEATLAND- PREMIER GROVE LANDSCAPING AND LIGHTING DISTRICT

Wheatland Ranch:	\$361.49
Premier Grove:	\$153.21
Park Place:	\$235.86

PASSED AND ADOPTED this 10<sup>th</sup> day of June 2025 by the following vote:

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

ATTEST: \_\_\_\_\_

\_\_\_\_\_  
Angela Teter  
Mayor, City of Wheatland



# City Council Meeting Staff Report

Meeting Date: June 10, 2025

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

**Prepared By:** Susan Mahoney, Finance Director

**Recommendation:** Staff recommends that the Wheatland City Council consider adopting a resolution adopting the annual budget, control policies, and appropriations limit for Fiscal Year 2025-26.

**Discussion:** The Council met on May 27<sup>th</sup> to review and discuss the proposed FY 2025-26 annual operating budget and provide staff with direction and comments. A complete budget document is attached. No changes were made to the budget as presented on May 27<sup>th</sup>.

The City Council adopts an annual budget for City government operations no later than June 30<sup>th</sup> for the upcoming fiscal year that begins on July 1<sup>st</sup>. The resolution adopting the budget also restates several key fiscal control policies and establishes the required annual appropriations limit (Gann Limit). For FY 2025-26, staff is recommending that the fiscal control policy that sets the depreciation threshold for capital assets be increased from \$10,000 to \$20,000. This threshold determines which capital purchases are expensed and which are depreciated over the life of the asset. The calculated appropriations limit is set at \$7,435,711, well above the City's FY 2025-26 appropriations subject to the limit which is \$2,538,993.

All of the City's funds are balanced except for the Wastewater Fund. The Wastewater Fund has sufficient revenues to pay for maintenance, operations, and debt service; however, necessary capital improvements will be paid for from the fund's reserves.

Article XIII B: Gann Limit

The **appropriations limitation** imposed by Propositions 4 (1979) and later amended by Proposition 111 (1990) creates a restriction on the amount of government revenue which may be appropriated in any fiscal year. The Appropriations Limit is based on actual appropriations during the base year (FY 1986–87 or the first full year of operation) and increases each year using specified growth factors.

**Fiscal Impact:** The proposed budget establishes appropriation limits for all City funds.

**Attachments:**

- 1. Resolution
- 2. FY 2025-26 Operating Budget

**WHEATLAND CITY COUNCIL**

**RESOLUTION NO. xx-25**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND  
ADOPTING THE ANNUAL BUDGET, CONTROL POLICIES AND APPROPRIATIONS  
LIMIT FOR FISCAL YEAR 2025-26**

WHEREAS, the City of Wheatland's Proposed Budget for Fiscal Year 2025-26 reflects the financial plan necessary to meet the City's needs in the coming year; and,

**WHEREAS**, the City Council of the City of Wheatland recognizes the need to continue to implement and enforce budget control policies.

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

1. That the foregoing statements are true and correct.
2. That the City of Wheatland's 2025-26 proposed budget is hereby adopted as the City's operating budget for Fiscal Year 2025-26.
3. That the following sums of money are hereby appropriated from the revenue of the City of Wheatland for activities of the City during the 2024-25 fiscal year.

General Fund	\$3,126,052
Enterprise Funds	3,071,316
Internal Service Funds	102,452
Special Revenue Funds	737,302
Project Funds	<u>4,071,046</u>
Total Budget	\$11,108,168

4. That the City will strive to maintain a balanced budget during Fiscal Year 2025-26. A balanced budget is defined as:
  - a. Operating revenues should equal or exceed operating expenditures and debt service obligations.
  - b. Ending fund balances (or net position in the enterprise funds) should meet or exceed minimum levels. For the General Fund, the minimum level has been established at 40% of operating expenditures. For the Water and Wastewater Funds, the goal is established at 25% of operating expenditures.

- c. Expenditures can exceed revenues in a given year only when beginning fund resources are used to fund capital improvements or other "one-time," non-recurring expenditures.
- 5. The City Council may amend the budget at any time after its adoption by a majority vote of the Council member.
- 6. The City will prepare and issue interim financial reports on the City's fiscal condition to the City Council and staff as may be required or prudent.
- 7. Each City department manager is charged with monitoring budgets that are under his/her responsibilities and controlling and limiting costs to stay within adopted budget amounts. The adopted budget is to be administered on a "department total" basis and not a line-item basis. If for some reason City service levels cannot be maintained utilizing the adopted budget amounts, a budget amendment proposal to the City Council will be requested prior to a department manager exceeding the original adopted budget amount.
- 8. Interfund Transfers and Loans. The City has established various special revenue, capital project and agency funds to account for revenues and deposits whose use is restricted to certain activities. Each fund exists as a separate accounting entity from other funds, with its own revenue sources, expenditures and fund equity.

Anticipated transfers between funds for operating purposes are defined in the adopted budget and can be made by City staff in accordance with the adopted budget. These transfers are distinctly different from interfund borrowings, which are usually made for temporary cash flow reasons. From time-to-time, interfund borrowings may be needed and are approved by the City Council as follows: The Director of Finance is authorized to approve temporary interfund borrowings for cash flow purposes whenever the cash shortfall is expected to be resolved within 60 days. A common example of interfund borrowing needs under this policy is for grant programs where costs are incurred on a reimbursement basis.

Any other interfund borrowings for cash flow or other purposes require case-by-case approval by the Council.

The funding of development entitlement processes will be from deposits received in advance of the City incurring costs. Both City staff and outside consultants are charged with coordinating the funding of these tasks to assure that deposits are received prior to incurring costs.

- 9. Assets acquired with a unit cost in excess of \$20,000 and a useful life of three or greater years will be capitalized as property or equipment.
- 10. Pursuant to Article XIII B of the California Constitution, the appropriations limit for the City of Wheatland for fiscal year 2025-26 is hereby established as

\$7,435,711. The factors used to calculate the 2025-26 appropriations limit are the percentage change in California per capita personal income of 6.44% and the percentage change in the City of Wheatland population of 2.29%.

**PASSED AND ADOPTED** by the City Council of the City of Wheatland on the 10<sup>th</sup> day of June 2025 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

ATTEST:

\_\_\_\_\_  
Angela Teter, Mayor

\_\_\_\_\_  
Lisa J. Thomason, City Clerk

# CITY OF WHEATLAND CALIFORNIA

## Fiscal Year 2025-26

### PROPOSED ANNUAL BUDGET

*Fiscal Year Beginning July 1, 2025*



**CITY OF WHEATLAND ANNUAL BUDGET FISCAL YEAR 2025-26**

**City Council**

**Angela Teter, Mayor**

**Lisa McIntosh, Vice Mayor**

**Brian Abe, Councilmember**

**John Abe, Councilmember**

**Bob Coe, Councilmember**

**City Staff**

**Bill Zenoni, City Manager**

**Lisa Thomason, Administrative Clerk/City Clerk**

**Brian Wittmer, Police Chief**

**Don Scott, Director of Public Works**

**Susan Mahoney, Finance Director**

**Contract Staff**

**Jennifer Buckman, City Attorney**

**Tim Raney, Community Development Director**

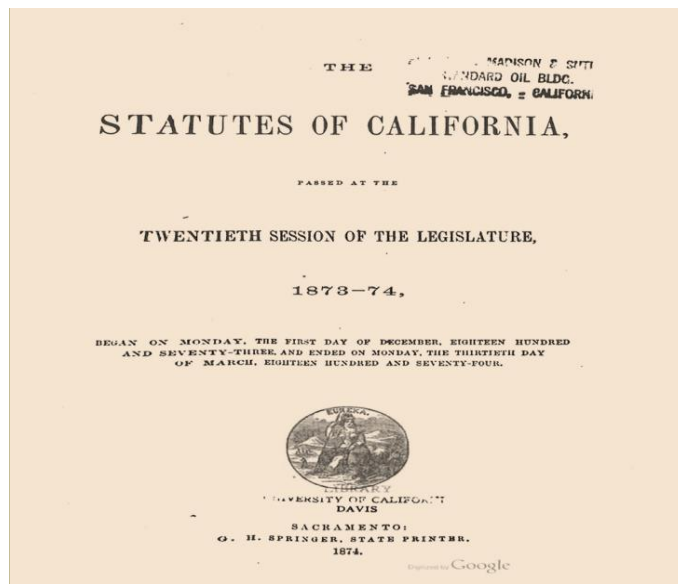
**Dane Schilling, City Engineer**

**CITY OF WHEATLAND  
FISCAL YEAR 2025-26 OPERATING BUDGET  
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# MESSAGE FROM CITY MANAGER

The Annual Operating Budget for the 2025-26 fiscal year (FY) reflects the City’s consistently conservative fiscal approach to budgeting. The General Fund portion of this budget anticipates having a year-end fund balance of \$2,904,660, which is an increase of \$56,229 over the previous year. This amount includes an Economic Contingency Reserve that is 40% of operating expenses, a Transaction Tax reserve set aside to account for misallocations of transaction sales tax by the state, and a self-insured retention reserve. The levels of service to the citizens of Wheatland will remain the same as last year. This budget includes funding to provide a cost-of-living increase for employees and operating expense increases that reflect current economic conditions. The City does not anticipate new home growth as the Caliterra subdivision is nearing completion and there are no current building applications.

Economic Contingency	\$1,250,421
Transaction Tax Reserve	401,858
Self-insured Retention	30,000
Unreserved	1,222,381
<b>General Fund Fund Balance</b>	<b>\$2,904,660</b>

The FY 2025-26 budget maintains a basic operating and maintenance program at the level experienced by the City for the past five years. Economic indicators are mixed, with overall economy affected by inflation and changing interest rates. The City has prepared this year’s budget using current inflationary data.

### Revenues

General Fund revenues are projected to be lower than projected FY 2024-25 revenues. This decrease is mainly due to the lack of new home building-related revenues. We anticipate a 5% increase in property tax revenue and a 3% increase in sales tax revenue over the previous year.

### Personnel

Staffing in this budget remains the same as last year.

### Capital Projects

It is anticipated the Comprehensive Drinking Water project will be completed in this fiscal year. The Wastewater Regionalization Project continues to move forward, a major step in planning for Wheatland’s future. The City’s existing wastewater treatment plant will receive necessary improvements to the Malone lift pump station and the treatment plant grinder, and the installation of two aerators. Other major projects include Pavement Maintenance, Sidewalk Repair, and ongoing General Plan Updates.

### Enterprise Funds

Revenues in the City’s Water Fund cover the projected and proposed maintenance and operation costs, annual debt service obligations and maintenance of a prudent reserve. While operating revenues and expenses have stabilized, there is still a lack of adequate reserves to pay for necessary future infrastructure maintenance and replacement.

Revenues in the City’s Wastewater Fund cover the projected and proposed maintenance and operation costs and annual debt service obligations. The City’s Wastewater Fund will see a decline in Net Position in FY 2025-26 due to capital project costs. There are limited reserves to pay for future infrastructure maintenance and replacement.

It is anticipated that increased water and wastewater rates over the next five years will provide the necessary funding to maintain the current level of operations and provide for debt service obligations. The increased rates provide minimal funding for Infrastructure maintenance and replacement. The rate increases were approved by Council based on the Water and Sewer Rate Study conducted in 2024.

### Conclusion

Our City is committed to strong fiscal stewardship, transparency and accountability of taxpayer dollars. Working together, the City Council and City staff ensure our budget and financial policies reflect spending consistent with the community’s priorities.

Through prudent fiscal control, the City of Wheatland continues to maintain essential quality of life services to its citizens at an acceptable level while maintaining a General Fund reserve that meets the Council's fiscally prudent targets for reserves. However, General Fund revenues are still subject to many underfunded state mandates and decisions made at the State and Federal level that could have significant negative impacts. Water and Wastewater cash reserves are limited and are not sufficient to pay for necessary infrastructure needs. This proposed budget reflects prudent fiscal control for the coming year.

Respectfully submitted,

*Bill Zenoni*

Bill Zenoni, City Manager

## BUDGET CONTROL POLICIES

1. That the City will strive to maintain a balanced budget during fiscal year 2025-26. A balanced budget is defined as:
  - a. Operating revenues should equal or exceed operating expenditures and debt service obligations.
  - b. Ending fund balances (or net position in the enterprise funds) should meet or exceed minimum levels. For the General Fund, the minimum level has been established at 40% of operating expenditures. For the Water and Wastewater Funds, the goal is established at 25% of operating expenditures.
  - c. Expenditures can exceed revenues in a given year only when beginning fund resources are used to fund capital improvements or other "one-time," non-recurring expenditures.
  
2. The City Council may amend the budget at any time after its adoption by a majority vote of the Council members.
  
3. The City will prepare and issue interim financial reports on the City's fiscal condition to the City Council and staff as may be required or prudent.
  
4. Each City department manager is charged with monitoring budgets that are under his/her responsibilities and controlling and limiting costs to stay within adopted budget amounts. The adopted budget is to be administered on a "department total" basis and not a line-item basis. If for some reason City service levels cannot be maintained utilizing the adopted budget amounts, a budget amendment proposal to the City Council will be requested prior to a department manager exceeding the original adopted budget amount.
  
5. Interfund Transfers and Loans. The City has established various special revenue, capital project and agency funds to account for revenues and deposits whose use is restricted to certain activities. Each fund exists as a separate accounting entity from other funds, with its own revenue sources, expenditures and fund equity.

Anticipated transfers between funds for operating purposes are defined in the adopted budget and can be made by City staff in accordance with the adopted budget. These transfers are distinctly different from interfund borrowings, which are usually made for temporary cash flow reasons. From time-to-time, interfund borrowings may be needed and are approved by the City Council as follows: The Director of Finance is authorized to approve temporary interfund borrowings for cash flow purposes whenever the cash shortfall is expected to be resolved within 60 days. A common example of interfund borrowing needs under this policy is for grant programs where costs are incurred on a reimbursement basis.

Any other interfund borrowings for cash flow or other purposes require case-by-case approval by the Council.

The funding of development entitlement processes will be from deposits received in advance of the City incurring costs. Both City staff and outside consultants are charged with coordinating the funding of these tasks to assure that deposits are received prior to incurring costs.
  
6. Assets acquired with a unit cost in excess of \$20,000 and a useful life of three or greater years will be capitalized as property or equipment.

## APPROPRIATIONS LIMIT

Pursuant to Article XIIB of the California Constitution, the appropriations limit for the City of Wheatland for fiscal year 2025-26 is hereby established as \$7,435,711.

The State Department of Finance provides the City the annual adjustment factors used in the appropriation limit calculation. The factors used to calculate the 2025-26 appropriations limit are the percentage change in California per capita personal income, 6.44%, and the percentage change in the City of Wheatland population, 2.29%.

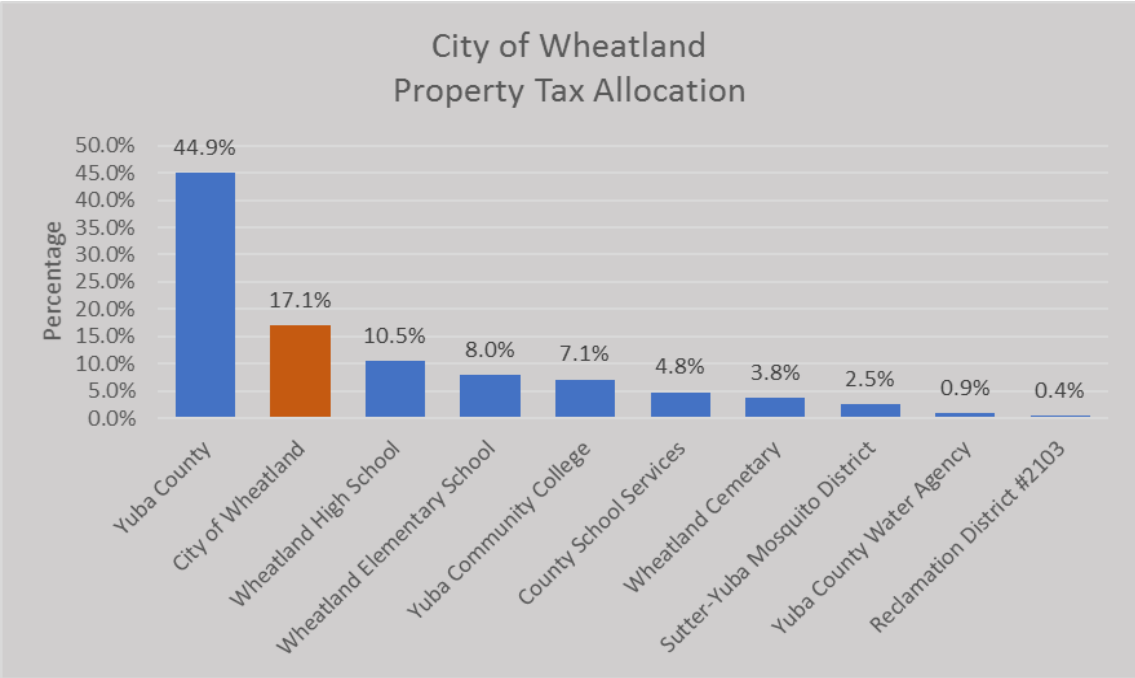
# BUDGET OVERVIEW

## BUDGET PROCESS

The City Council establishes an annual budget for City government operations that begins with a July 1 fiscal year. Budgetary control is legally maintained at the fund level. Department heads submit budget requests to the City Manager and Finance Director. The Finance Director prepares an estimate of revenues and prepares recommendations for the next year’s budget. After approval by the City Manager, the preliminary budget is presented to the City Council who may or may not make amendments. The budget is adopted by resolution by the City Council on or before June 30th in accordance with the municipal code. In developing the annual budget, City departments analyze existing service levels and potential services considering priorities and financial constraints and modify their proposed budgets accordingly. The operating budget summarizes planned expenditures and revenues for all City funds. General Fund expenditures are separated into departments that reflect the various activities paid for with General Fund revenues.

## BUDGET HIGHLIGHTS

1. The Economic Uncertainty Reserve remains at 40% of General Fund expenses (\$1,250,421).
2. Property taxes are projected to increase 5%. Although new home construction is evident, seeing the actual increase in property tax receipts by the City takes some time. Property tax revenue estimates remain conservative until the actual property tax revenues are received. The percentage of property tax revenue received from every dollar of property tax paid by Wheatland citizens is slightly over 17 percent.



3. The City Manager and Public Works Director positions are budgeted at 75%; and the Finance Director position is budgeted at 60% for FY 2025-26. An additional police officer position is allocated contingent upon receipt of COPS grant funding.
4. Employee merit increases and cost-of-living increases have been included in all departments.
5. This budget includes funding for expenditures associated with the design of a regional sewer connection line to replace the existing treatment plant, continuation of economic development activities, completion of the Comprehensive Drinking Water project, replacement of a police vehicle, a new phone system, and improvements to the City’s roads, sidewalks, and parks.

### COMMUNITY PROFILE

The City of Wheatland operates under a Council-Manager form of government and provides essential city services that includes public safety, public works, parks and recreation, planning services, water and wastewater services, and general administration.

The City, incorporated in 1874, is one of two incorporated cities in Yuba County. It is nestled at the northeastern edge of California's vast Sacramento Valley, 34 miles north of Sacramento, 107 miles northeast of San Francisco and 417 miles northwest of Los Angeles. With a population of approximately 3,900 in a 42.2 square-mile area, Wheatland is valued by its residents for its small-town atmosphere and rural setting.

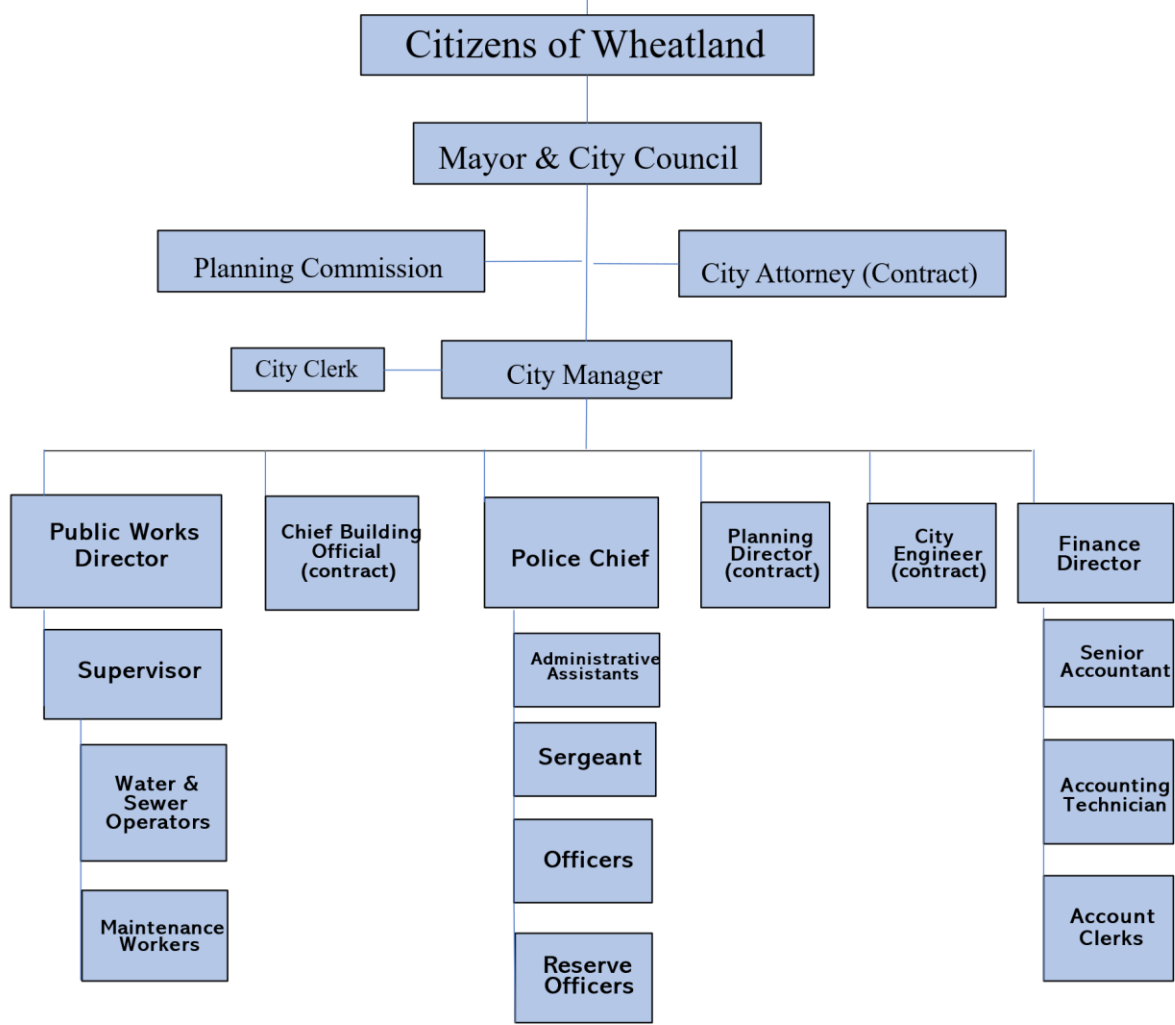


The City Council consists of five members, elected at-large to four-year overlapping terms. Council members must be residents of the City. The position of Mayor and Vice Mayor are chosen by the City Council. The Mayor conducts the Council meetings and represents the City on ceremonial occasions.

The City Council serves as the policy board for the municipality. As elected officials, the City Council provides policy direction, establishes goals, and sets priorities for the City government. In addition to serving as the policy makers for the community, the City Council is also responsible for numerous land use decisions within its borders in accordance with the General Plan and the Wheatland Municipal Code. The City Council appoints the City Manager, City Attorney, and all members of advisory boards and commissions.



# ORGANIZATIONAL CHART



CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Staffing Levels**

	Number of Persons	Full Time Equivalent		Increase (Decrease)
		2024-2025	2025-2026	
<b><u>Administration and Finance</u></b>				
City Manager	1	0.75	0.75	-
City Clerk	1	1.00	1.00	-
Finance Director	1	0.60	0.60	-
Senior Accountant	1	0.85	0.85	-
Accounting Technician	0	1.80	1.80	-
Senior Account Clerk	1	0.00	0.00	-
Account Clerk II	2	1.00	1.00	-
	7	6.00	6.00	-
<b><u>Police</u></b>				
Police Chief	1	1.00	1.00	-
Police Admin Asst/Code Enforcement	2	2.00	2.00	-
Police Code Enforcement	0	0.00	0.00	-
Police Sergeant	1	1.00	1.00	-
Reserve Sergeant	1	0.25	0.25	-
Police Officer	7	7.00	7.00	-
Reserve Officer	1	0.25	0.25	-
	13	11.50	11.50	-
<b><u>Public Works</u></b>				
Director	1	0.75	0.75	-
Public Works Supervisor	1	1.00	1.00	-
Water/Wastewater Operator	3	3.00	3.00	-
Maintenance Worker	3	3.00	3.00	-
	8	7.75	7.75	-
<b>TOTAL STAFF</b>	28	25.25	25.25	0.00

The cost for each position is allocated to the funds that the position provides services to.

**CITY OF WHEATLAND  
FISCAL YEAR 2025-2026**

**All Funds Summary**

	Estimated July 1, 2025 Fund Balance	2025-2026 Proposed Budget			Estimated June 30, 2026 Fund Balance
		Revenues	Expenses	Transfers In/Out	
<b>General Fund</b>	2,848,431	3,092,282	3,126,052	90,000	2,904,660
<b>Enterprise Funds</b>					
Water (Net Position)	2,032,985	1,460,000	1,408,162	-	2,084,824
Wastewater (Net Position)	1,060,351	1,361,250	1,593,154	-	828,447
Water Distribution Impact	282,090	10,500	-	-	292,590
Sewer Collection Impact	4,679,127	250,000	70,000	-	4,859,127
Wastewater Treatment Impact	416,748	17,000	-	-	433,748
<b>Internal Service Funds</b>					
Facilities Maintenance	302,000	10,000	20,452	-	291,548
Vehicle & Equipment Replacement	172,585	5,700	82,000	-	96,285
<b>Special Revenue Funds</b>					
Street Maintenance (Gas Tax)	128,245	131,623	258,720	80,000	81,148
SB1 Road Maintenance	346,084	113,140	1,100	(380,000)	78,124
Transportation Development Act	76,438	182,500	51,000	(120,000)	87,938
Community Development Block Grant	139,413	90	-	-	139,503
Economic Development	21,322	28,700	24,000	-	26,022
General Plan Update	37,485	1,500	-	-	38,985
Supplemental Law Enforcement	62,930	232,000	-	(220,000)	74,930
Pumpkin Farm Joint Admission	93,024	79,363	34,497	-	137,890
Wheatland Community Garden	20,794	1,600	500	-	21,894
Pool Operations	1,140,979	46,000	-	-	1,186,979
Heritage Oaks West	3,710	150	-	-	3,860
Wheatland Landscape District	41,350	75,867	83,990	20,000	53,226
Park Place Landscape District	17,952	49,355	74,234	30,000	23,073
Wheatland CFD 2015-1, Caliterra Ranch	205,752	206,000	205,961	-	205,791
Wheatland CFD 2015-2, Heritage Oaks E	(36,325)	-	1,400	-	(37,725)
<b>Special Revenue Impact Funds</b>					
Bear River Impact	22,190	-	400	-	21,790
Regional Bypass Impact	20,627	700	-	-	21,327
Storm Drainage Impact	161,039	9,000	-	-	170,039
Road Circulation Impact	567,557	24,000	-	-	591,557
City Hall Facilities Impact	248,777	9,000	-	-	257,777
Vehicles and Equipment Impact	9,370	350	-	-	9,720
Public Works Facilities Impact	43,438	1,500	-	-	44,938
Law Enforcement Facilities Impact	66,192	2,700	-	-	68,892
Fire Department Facilities Impact	20,682	800	-	-	21,482
Parkland Facilities Impact	438,060	17,000	-	-	455,060
Public Meeting Facilities Impact	(41,370)	0	1,500	-	(42,870)
Caliterra Subdivision Impact	2,764,365	100,000	-	-	2,864,365
<b>Project Funds</b>					
Comprehensive Drinking Water	110,000	430,000	430,000	-	110,000
Regional Sewer Connection	-	2,500,000	2,500,000	-	-
Wheatland Road Complete Streets	26,515	232,500	262,500	30,000	26,515
Wheatland Pavement Maintenance	79,746	25,000	495,000	410,000	19,746
Stormwater Retention Basin and Pumps	100,000	-	100,000	-	-
Sidewalk ADA Accessibility Program	60,000	-	120,000	60,000	-
Little League Lights	-	5,500	5,500	-	-
SYTIA	-	17,100	17,100	-	-
General Plan Update	287,907	-	100,000	-	187,907
STEP Grant	-	39,806	39,806	-	-
Cannabis Grant	1,091	50	1,141	-	-
<b>TOTALS</b>	<b>19,079,656</b>	<b>10,769,625</b>	<b>11,108,168</b>	<b>-</b>	<b>18,741,113</b>

# GENERAL FUND

The General Fund is the primary operating fund for the City. The General Fund accounts for many of the critical services valued by residents including police, fire, public works, and parks. The majority of services included in the General Fund are funded through tax revenues. Community Development services are funded through permit fees, while park user fees help offset the operational costs of maintaining the City's parks and community center. Building Inspection services are performed through a contract with Yuba County. General Fund revenues are generally considered unrestricted and are allocated by the City Council through this budget. A complete list of General Fund revenues can be found on page 12 of this budget.

General Fund expenses are accounted for in Departments. A complete list of General Fund Departments can be found beginning on page 16. General Fund expenses include a transfer of money to the Street Maintenance Fund (Gas Tax) to help augment the costs of maintaining the City's streets and roads. The General Fund also transfers money to the City's two Landscape and Lighting District Funds to pay for services and/or improvements that provide a general benefit to the City.

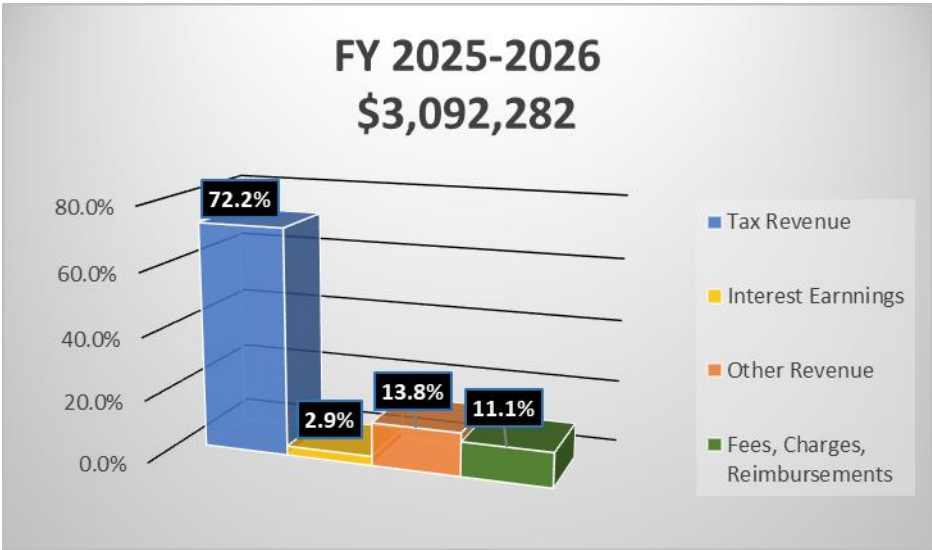


CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**General Fund Summary**

	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b><u>TAX REVENUE</u></b>				
Property Taxes	582,408	614,943	614,943	645,690
Property Taxes in Lieu of MVL	351,945	362,503	378,000	389,340
Sales Tax	351,205	381,100	381,100	392,533
Transactions Tax	627,272	730,168	570,000	600,000
Franchise Fees	153,190	154,500	153,190	157,786
Business License Tax	18,148	13,200	14,800	14,800
Real Property Transfer Tax	28,259	13,000	25,000	13,000
Excise Tax	258,307	100,000	141,000	20,000
Total Tax Revenue	2,370,734	2,369,414	2,278,033	2,233,149
<b><u>FEES, CHARGES, AND REIMBURSEMENTS</u></b>				
Building Permits	26,025	12,300	12,300	12,300
Encroachment Permits	41,000	32,000	32,000	32,000
FOG Permits	4,402	3,600	3,600	3,600
Planning Fees	990	500	3,900	500
Admissions Fee - General Use	90,419	94,940	109,375	114,844
Fines	6,821	5,000	10,000	8,000
Police Miscellaneous Fees	1,041	2,000	3,000	2,000
POST Training Reimbursement	106	2,700	-	-
Proposition 172	21,245	20,000	20,000	20,000
Vehicle Abatement	3,234	1,800	3,234	3,000
Motor Vehicle in Lieu	-	7,000	6,100	7,000
Grant Revenue	39,927	39,000	15,000	41,700
Police Reimbursement	5,150	-	-	-
Rents from City Property	49,661	53,100	55,000	55,000
Community Center & Parks Rent	22,170	19,000	21,000	21,000
Tow / Impound	6,725	4,500	4,500	4,500
Miscellaneous Income	65,631	5,000	74,700	17,000
Total Fees, Charges, Reimbursements	384,547	302,440	373,709	342,444
<b><u>INTEREST</u></b>				
Interest Earnings	81,507	95,000	95,000	90,000
<b><u>OTHER REVENUE</u></b>				
General Fund - Cost allocation	326,589	357,926	357,926	376,689
Recovery of Labor & Benefits	108,928	103,000	55,000	50,000
Total Other Revenue	435,517	460,926	412,926	426,689
<b>TOTAL GENERAL FUND REVENUES</b>	<b>3,272,305</b>	<b>3,227,780</b>	<b>3,159,668</b>	<b>3,092,282</b>

# GENERAL FUND REVENUE



## TAX REVENUE

### Property Tax

Property tax is collected by Yuba County and the City receives its portion from the County in January and May of each year. It includes real property, personal property and supplemental taxes. A 5% increase over prior year is projected based on resale activity, increased assessed valuation, and increased number of homes.

### Property Tax in Lieu of MVL (Motor Vehicle License Fee)

Prior to 2004, cities and counties received a portion of the tax assessed on motor vehicles. The State now allocates an additional share of property tax to cities and counties to replace the motor vehicle tax. A 3% increase over the prior year is projected.

### Sales Tax

Sales tax revenue is the City's 1% allocation of the 7.75% Bradley Burns Sales Tax collected by retail outlets within the City limits. Revenue for 2025-26 is projected to increase 3%.

### Transactions Tax

In November 2020, Wheatland citizens voted to extend the ½% Transactions Sales Tax (to maintain essential services including public safety and street repair with locally controlled funding that cannot be taken by the state) through March 2031. Transactions Tax revenue includes sales tax collected on purchases made by Wheatland citizens inside the City and certain purchases outside the City. Revenue is projected to be 3% higher than the projected FY 2024-25 amount.

### Franchise Fees

Fees are received from PG&E, Comcast and Recology for the use of public streets and roadways as it relates to their business in the City. Revenues are expected to increase 3% over last year.

### Business License Tax

All businesses operating within the City are required to pay an annual Business License Tax. The City anticipates no change in business license tax collections in FY 2025-26.

Real Property Transfer Tax

This tax is imposed on the transfer of title of real property within the City. The rate is .275 per \$500 of sales value. The projected income for FY 2025-26 is lower than FY 2024-25 due to reduced building activity.

Excise Tax

An excise tax was approved by the voters of Wheatland in November 2004. This one-time tax is 1% of the value of all new construction in the City. It is charged at issuance of a building permit. A conservative amount for this revenue was budgeted as limited new construction is anticipated in FY 2025-26.

**FEES, CHARGES, AND REIMBURSEMENTS**

Building Permits and Plan Check

Fees are collected for building inspections and plan check review by Yuba County under an agreement between the City and the County. The City receives a portion of the fees collected by the County.

Encroachment Permits

An inspection fee is collected when construction activity encroaches on the City's rights-of-way.

FOG (Fats, Oil, and Grease) Permits

Fees are collected for the inspection of commercial grease traps.

Planning Fees

Fees are collected from prospective developers prior to having a project that is subject to our normal processing fees.

Admissions Fee – General Use

A fee is imposed on ticketed entertainment functions at Bishop's Pumpkin Farm. Sixty percent of the total Admissions Fee collected is designated for general City use. By agreement between the City and Bishop's Pumpkin Farm, forty percent of the total Admissions Fee collected is set aside in a separate fund to be used for projects agreed upon by the City and Bishop's.

Fines

A portion of court and traffic fines imposed by the State are remitted to the City.

Police Miscellaneous

This revenue includes charges for requests for copies of police reports.

POST Training Reimbursement

The City receives Police Officer Standards and Training reimbursement from the State for certain training completed by the City's Police personnel.

Proposition 172

The State imposes a ½ cent sales tax which is allocated to cities and counties to offset a shift of property tax revenues in 1992. The tax is dedicated to local public safety.

Vehicle Abatement

Revenue is received through the State's Abandoned Vehicle Abatement Program as administered by Yuba County. A \$1 fee is collected each time a vehicle is registered in the County and the revenue is used to offset the cost to remove vehicles that are abandoned or otherwise inoperable within the City right-of-way.

Motor Vehicle in Lieu

This is a tax imposed by the State on motor vehicles. A small portion is remitted to cities.

Rents from City Property

Lease revenue is received from three communications companies for the space used for cell phone antennas.

Community Center and Parks Rent

Rental fees are charged for the public use of the Community Center and certain park facilities.

Tow / Impound

Fees are charged to recover a vehicle that has been impounded.

Miscellaneous Income

This income includes donations received by the City that are earmarked for General Fund services such as Police or Parks and for small amounts that do not fall within other revenue categories.

**INTEREST EARNINGS**

Interest

The City invests idle cash in accordance with an annually adopted investment policy. All City money is pooled for investment purposes with earnings allocated to each fund on a proportional basis.

**OTHER REVENUE**

General Fund Cost Allocation

The General Fund provides administrative support to certain other funds of the City. The cost to provide the support is allocated to the other funds based on their proportionate share.

Recovery of Labor and Benefits

Reimbursement is received for services provided by City staff to other jurisdictions.

Transfer In

The Supplemental Law Enforcement Services (SLES) Fund transfers money to the General Fund to partially fund the cost of police services. The SLES Fund receives revenue from the State Citizens Option for Public Safety (COPS) based on population.

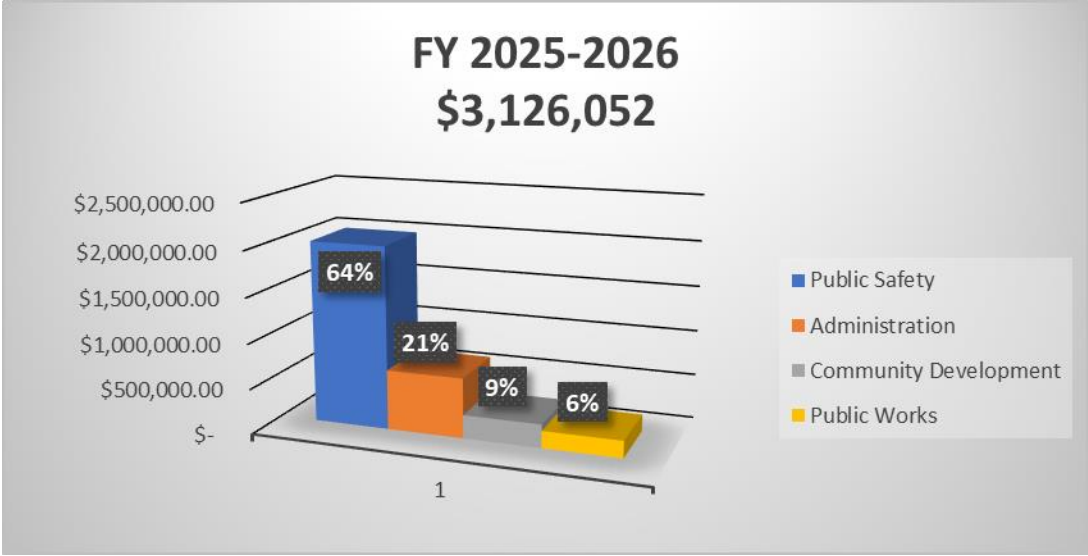


CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**General Fund Revenues**

	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b><u>TAX REVENUE</u></b>				
Property Taxes	582,408	614,943	614,943	645,690
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Police Miscellaneous Fees	1,041	2,000	3,000	2,000
POST Training Reimbursement	106	2,700	-	-
Proposition 172	21,245	20,000	20,000	20,000
Vehicle Abatement	3,234	1,800	3,234	3,000
Motor Vehicle in Lieu	-	7,000	6,100	7,000
Grant Revenue	39,927	39,000	15,000	41,700
Police Reimbursement	5,150	-	-	-
Rents from City Property	49,661	53,100	55,000	55,000
Community Center & Parks Rent	22,170	19,000	21,000	21,000
Tow / Impound	6,725	4,500	4,500	4,500
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<b><u>INTEREST</u></b>	81,507	95,000	95,000	90,000
<b><u>OTHER REVENUE</u></b>				
General Fund - Cost allocation	326,589	357,926	357,926	376,689
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<b>TOTAL GENERAL FUND REVENUES</b>	<b>3,272,305</b>	<b>3,227,780</b>	<b>3,159,668</b>	<b>3,092,282</b>

# GENERAL FUND EXPENSES



General Fund expenses are accounted for in the following departments:

**Administration:** City Council, Administration, Finance

**Community Development:** Community Development

**Public Safety:** Police, Fire

**Public Works:** Public Works, Parks

**Transfers Out**

Transfer to Street Maintenance (Gas Tax) Fund - Each year, the General Fund transfers money to the Street Maintenance (Gas Tax) Fund to augment the funds available for street and road maintenance and repair.

Transfer to Landscape and Lighting Districts - Each year, the General Fund transfers money to the City's two Landscape and Lighting Districts to pay for services and/or improvements that provide a general benefit to the City.

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Council**

The City Council is the elected policy-making body for the City of Wheatland. It is comprised of five members elected at-large who serve four-year overlapping terms. The Council members receive a monthly stipend for their services. The Mayor and Vice Mayor are elected by the City Council from among its members. Expenses include the annual cost of membership in the League of California Cities.

10100-10	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Stipends	6,029	18,000	18,000	18,000
Payroll Expenses & Benefits	859	2,542	2,542	2,542
<b>Total Personnel</b>	<b>6,887</b>	<b>20,542</b>	<b>20,542</b>	<b>20,542</b>
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	4,326	1,000	3,300	1,000
Telephone	-	200	-	220
Contracted Services	-	-	-	6,000
Dues & Subscriptions	-	2,900	2,956	3,100
Travel & Training	-	5,000	22	5,000
Elections	-	10,000	2,650	-
<b>Total Supplies &amp; Services</b>	<b>4,326</b>	<b>19,100</b>	<b>8,928</b>	<b>15,320</b>
<b>Department Total</b>	<b>11,214</b>	<b>39,642</b>	<b>29,470</b>	<b>35,862</b>

*Never doubt that a small group of thoughtful, committed citizens can change the world; indeed, it's the only thing that ever has.*  
Margaret Mead

**CITY OF WHEATLAND  
FISCAL YEAR 2025-2026**

**Administration**

Administration accounts for City Manager and City Clerk costs. The City Manager is responsible for implementing the policy direction of the City Council, enforcing all laws and ordinances enacted by the City, and managing all personnel and contractors providing services to the citizens of Wheatland. The Clerk serves as a liaison and primary point of contact for the City Council, City departments and the public regarding the legislative history and operations of the City. The City Clerk is the local official for elections, the Political Reform Act, the Maddy Act, the Public Records Act, and the Brown Act. Before and after the City Council takes action, the City Clerk ensures that actions relating to, but not limited to, Agendas, Ordinances, Resolutions, Minutes, and Agreements are in compliance with all Federal, State and local statutes and that all actions are properly executed, recorded and filed. The City Clerk is responsible for maintaining the official records of the City. The City Clerk maintains custody of and affixes the City Seal to legal documents and administers the Oath of Office to newly elected Council members and appointed Commissioners. Department expenses include legal services provided under contract by Bartkiewicz, Kronick & Shanahan and the General Fund portion of the City's liability insurance.

10100-40	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	140,234	140,386	140,386	134,356
Overtime	159	200	200	200
Payroll Expenses & Benefits	34,235	36,084	34,000	35,100
<b>Total Personnel</b>	<b>174,628</b>	<b>176,670</b>	<b>174,586</b>	<b>169,656</b>
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	12,637	41,704	15,000	15,600
Utilities	10,515	9,775	9,775	10,166
Telephone	3,406	2,730	3,200	3,520
Rents and Leased Equipment	5,289	7,098	6,500	6,760
Building & Grounds Maintenance	13,150	14,040	10,000	10,400
Attorney	94,522	78,000	140,000	110,000
Contracted Services	59,787	46,036	60,000	60,000
Dues & Subscriptions	13,083	12,031	10,000	10,400
Travel & Training	128	3,120	3,120	3,245
Insurance - Liability & Property	66,292	73,904	100,500	83,150
Miscellaneous	-	1,040	1,040	1,082
Small Equipment	737	1,040	-	1,000
<b>Total Supplies &amp; Services</b>	<b>279,546</b>	<b>290,518</b>	<b>359,135</b>	<b>315,322</b>
<b>Department Total</b>	<b>454,174</b>	<b>467,188</b>	<b>533,721</b>	<b>484,978</b>

**CITY OF WHEATLAND  
FISCAL YEAR 2025-2026**

**Finance**

The Finance Department provides internal support to the City Council and other City Departments and external support to other government agencies and stakeholders by providing financial information to facilitate their decision-making process. Expenses include the cost of the annual financial audit performed by an independent certified public accounting firm.

10100-45	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	68,495	92,839	92,500	83,586
Overtime	10	100	-	100
Payroll Expenses & Benefits	18,242	25,353	18,000	23,731
<b>Total Personnel</b>	<b>86,748</b>	<b>118,292</b>	<b>110,500</b>	<b>107,417</b>
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	5,695	7,644	5,000	5,200
Contracted Services	20,590	25,000	20,000	21,000
Dues & Subscriptions	953	2,080	2,000	2,080
Travel & Training	2,446	3,276	1,000	3,000
Bank Charges	4,230	5,200	500	520
Miscellaneous	-	500	-	-
Small Equipment	-	2,500	2,500	2,500
<b>Total Supplies &amp; Services</b>	<b>33,914</b>	<b>46,200</b>	<b>31,000</b>	<b>34,300</b>
<b>Department Total</b>	<b>120,662</b>	<b>164,492</b>	<b>141,500</b>	<b>141,717</b>

*Not everything that can be counted  
counts, and not everything that  
counts can be counted.*

Albert Einstein

**CITY OF WHEATLAND  
FISCAL YEAR 2025-2026**

**Community Development**

The Community Development Department provides land use and infrastructure planning and management services to the City and to City customers consistent with the Wheatland General Plan. Planning services are provided under contract with Raney & Associates. Engineering services are provided under contract with Coastland Engineering. Contracted services includes the annual Yuba County LAFCO fee.

10100-50	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	13,241	14,781	13,000	16,967
Payroll Expenses & Benefits	3,976	5,087	4,700	5,668
<b>Total Personnel</b>	<b>17,217</b>	<b>19,868</b>	<b>17,700</b>	<b>22,635</b>
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	374	441	400	416
Advertising	-	1,103	400	416
Planning Services	96,334	96,000	96,000	99,840
Engineer	98,464	125,000	85,000	100,000
Contracted Services	17,793	37,500	34,000	35,360
Dues & Subscriptions	-	-	200	200
<b>Total Supplies &amp; Services</b>	<b>212,964</b>	<b>260,044</b>	<b>216,000</b>	<b>236,232</b>
<b>Department Total</b>	<b>230,181</b>	<b>279,912</b>	<b>233,700</b>	<b>258,867</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Police**

The Police Department is responsible for providing public safety services for the City. Services include Administration, Uniformed Patrol, Investigative Services, Traffic Enforcement, and Special Patrol Services for school and public events. Contracted services include dispatch services provided under contract with Yuba County Sheriff.

10100-60	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	864,373	896,904	896,904	956,811
Overtime	151,651	100,000	100,000	100,000
Payroll Expenses & Benefits	254,658	300,836	260,000	293,214
<b>Total Personnel</b>	<b>1,270,682</b>	<b>1,297,740</b>	<b>1,256,904</b>	<b>1,350,025</b>
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	41,521	36,400	25,000	26,000
Uniform Allowance	18,166	22,000	22,000	22,880
Utilities	22,016	21,320	21,320	22,173
Telephone	24,105	21,840	21,840	24,024
Rents and Leases	3,900	5,824	4,000	4,160
Equipment Maintenance	22,437	20,000	20,000	20,800
Fuel	37,635	38,064	38,064	39,587
Building & Grounds Maintenance	8,938	9,360	9,360	9,734
Contracted Services	124,216	110,000	110,000	114,400
Recruitment Expense	16,589	9,880	9,880	10,275
Dues & Subscriptions	335	2,600	3,000	3,120
Travel & Training	9,998	12,500	12,500	6,000
Insurance - Liability	784	1,000	200	200
Small Arms and Ammunition	15,660	16,328	10,000	16,000
Small Equipment	27,614	30,000	15,500	30,000
<b>Total Supplies &amp; Services</b>	<b>373,914</b>	<b>357,116</b>	<b>322,664</b>	<b>349,353</b>
<b>TOTAL EXPENSES</b>	<b>1,644,596</b>	<b>1,654,856</b>	<b>1,579,568</b>	<b>1,699,378</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>15,000</b>	<b>-</b>	<b>-</b>
<b>Department Total</b>	<b>1,644,596</b>	<b>1,669,856</b>	<b>1,579,568</b>	<b>1,699,378</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Fire**

The City of Wheatland is a member agency with the Wheatland Fire Authority, a joint powers authority that includes the Plumas Brophy Fire District and the Wheatland Fire Department. By agreement, the City's annual contribution to the Fire Authority is increased annually by the prior year percent change in the CPI for all urban consumers.

10100-70	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>EXPENSES</b>				
<b>SUPPLIES &amp; SERVICES:</b>				
Contracted Services	290,804	307,804	307,804	315,499
Miscellaneous	-	-	-	-
Total Supplies & Services	290,804	307,804	307,804	315,499
<b>Department Total</b>	<b>290,804</b>	<b>307,804</b>	<b>307,804</b>	<b>315,499</b>

*Firefighters are some of the most selfless and courageous people you'll ever meet. They are the heroes who rush into danger when everyone else is running out.*

Dennis Smith

**CITY OF WHEATLAND  
FISCAL YEAR 2025-2026**

**Public Works**

The Public Works Department is responsible for the maintenance of general City facilities which includes drainage, water meters, sewer treatment plant, parks, and the City's 20 miles of public streets and roads.

10100-80	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	9,115	7,914	7,915	8,948
Overtime	344	400	400	400
Payroll Expenses & Benefits	8,088	2,518	2,100	2,798
<b>Total Personnel</b>	<b>17,547</b>	<b>10,832</b>	<b>10,415</b>	<b>12,145</b>
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	7,870	8,736	9,500	9,880
Clothing Allowance	1,320	1,352	1,600	1,664
Utilities	8,431	21,840	17,000	17,680
Telephone	1,294	1,420	1,421	1,563
Rents and Leased Equipment	3,865	3,741	3,741	3,891
Equipment Maintenance	979	6,443	6,500	6,760
Fuel	2,944	2,664	2,664	2,771
Contracted Services	8,234	15,400	15,400	16,000
Travel & Meetings	-	-	100	100
Miscellaneous	-	1,040	1,040	1,082
Small Equipment	8,215	8,544	8,544	8,886
<b>Total Supplies &amp; Services</b>	<b>43,152</b>	<b>71,180</b>	<b>67,510</b>	<b>70,276</b>
<b>TOTAL EXPENSES</b>	<b>60,699</b>	<b>82,012</b>	<b>77,925</b>	<b>82,421</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>12,000</b>	<b>28,300</b>	<b>-</b>
<b>Department Total</b>	<b>60,699</b>	<b>94,012</b>	<b>106,225</b>	<b>82,421</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Parks**

The Parks Department accounts for costs associated with the repair and maintenance of the City's four parks and the Community Center.

10100-90	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	17,496	18,759	17,000	25,194
Overtime	1,106	1,300	1,300	1,300
Payroll Expenses & Benefits	5,473	6,281	1,500	8,419
Total Personnel	24,075	26,340	19,800	34,913
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	11,153	7,644	18,000	10,000
Uniform Allowance	945	1,092	1,300	1,352
Utilities	61,676	49,140	40,000	41,600
Telephone	431	546	500	550
Rents and Leased Equipment	413	546	546	568
Equipment Maintenance	278	2,000	2,000	2,080
Fuel	2,383	2,293	2,293	2,385
Building & Grounds Maintenance	4,285	3,120	25,000	5,000
Contracted Services	1,129	7,500	7,500	7,800
Dues & Subscriptions	1,022	1,040	1,040	1,082
Small Equipment	-	-	-	-
Total Supplies & Services	83,715	74,921	98,179	72,416
<b>TOTAL EXPENSES</b>	107,791	101,261	117,979	107,329
<b>CAPITAL OUTLAY</b>	-	51,000	42,100	-
<b>Department Total</b>	<b>107,791</b>	<b>152,261</b>	<b>160,079</b>	<b>107,329</b>

# PROPRIETARY FUNDS

## UTILITY ENTERPRISE FUNDS

Enterprise funds are used for services provided to the public on a user charge basis, similar to the operation of a commercial enterprise. The City has two enterprise funds, Water and Wastewater. Three Special Revenue funds; the Water Distribution Impact Fund, the Sewer Collection Impact Fund, and the Wastewater Treatment Impact Fund, provide a funding source for future water and wastewater facilities expansion.

**Water Fund**  
**Wastewater Fund**

## IMPACT FUNDS RELATED TO ENTERPRISE FUNDS

In 2007, the City County adopted Ordinance 400 which imposed development impact fees to provide the public infrastructure, improvements and facilities that are necessary and appropriate to mitigate the negative effects of new development projects. The following Impact Funds relate specifically to water and wastewater projects. Other impact funds can be found beginning on page 49 of this budget. A complete list of projects to be funded by impact fees can be found in the City's Master Facilities Plan (Jan 2007) available in the City Clerk's office.

**Water Distribution Fund**  
**Sewer Collection Impact Fund**  
**Wastewater Treatment Impact Fund**

## INTERNAL SERVICE FUNDS

In 2024, the City County adopted Resolution 27-24 authorizing two internal service funds. These funds will receive annual contributions from user funds and will provide for future facility repairs and replacement of City vehicles and equipment.

**Facilities Maintenance Fund**  
**Vehicle and Equipment Replacement Fund**



**CITY OF WHEATLAND  
FISCAL YEAR 2025-2026**

**Water**

The Water Fund accounts for the revenues and expenses related to operating the City's water system. The water system consists of six wells, pumping systems, chemical treatment systems, storage tanks and a distribution system of lines and meters. Monthly water charges to customers pays for the cost of operations, maintenance, repair, replacement of facilities and debt service.

110000	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Utility Revenue	1,293,550	1,263,825	1,380,000	1,400,000
Grant Revenue	85,000	-	-	-
Interest Income	47,037	45,000	65,000	60,000
<b>Total Revenue</b>	<b>1,425,586</b>	<b>1,308,825</b>	<b>1,445,000</b>	<b>1,460,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	335,277	355,599	355,599	396,604
Overtime	4,552	2,500	8,000	2,500
Payroll Expenses & Benefits	87,218	109,206	100,000	123,268
<b>Total Personnel</b>	<b>427,047</b>	<b>467,305</b>	<b>463,599</b>	<b>522,372</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Indirect Cost Allocation	136,999	157,017	157,017	159,188
Postage	8,506	9,537	9,537	9,920
Supplies	41,533	46,800	46,800	48,700
Clothing Allowance	1,320	1,529	1,600	1,600
Utilities	162,901	159,952	170,000	176,800
Telephone	3,277	3,224	3,224	3,546
Rents and Leased Equipment	-	5,000	5,000	5,200
Equipment Maintenance	5,965	20,000	20,000	20,000
Fuel	4,190	4,264	4,264	4,435
Legal	578	5,000	5,000	5,200
Engineer	13,157	32,680	32,680	20,000
Contracted Services	61,930	57,200	57,200	60,000
Dues & Subscriptions	16,807	19,760	19,760	20,550
Travel & Training	77	1,500	1,500	1,560
Bank Charges	12,132	10,400	28,000	29,120
Insurance - Liability & Property	56,851	67,100	68,750	79,200
Small Equipment	850	3,000	3,000	3,120
<b>Total Supplies &amp; Services</b>	<b>527,073</b>	<b>603,963</b>	<b>633,332</b>	<b>648,140</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>135,000</b>	<b>-</b>	<b>85,000</b>
<b>DEBT SERVICE</b>				
Interest Expense	76,800	75,650	75,650	72,650
Bond Principal	-	75,000	75,000	80,000
<b>Total Debt Service</b>	<b>76,800</b>	<b>150,650</b>	<b>150,650</b>	<b>152,650</b>
<b>Total Expenses</b>	<b>1,030,920</b>	<b>1,356,918</b>	<b>1,247,581</b>	<b>1,408,162</b>
<b>Net Change to Net Position</b>	<b>394,667</b>	<b>(48,093)</b>	<b>197,419</b>	<b>51,838</b>

**CITY OF WHEATLAND  
FISCAL YEAR 2025-2026**

**Wastewater (Sewer)**

The Wastewater Fund accounts for the revenues and expenses associated with operating the City's sewer system. The system consists of collection lines, sewage pump lift stations, and a wastewater treatment plant. Monthly charges to customers pays for the cost of operations, facility replacement, and debt service.

12000	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Utility Revenue	1,144,306	1,166,250	1,275,000	1,313,250
Miscellaneous	13,136.01	-	-	-
Interest Income	42,053	42,500	55,000	48,000
<b>Total Revenue</b>	<b>1,199,494</b>	<b>1,208,750</b>	<b>1,330,000</b>	<b>1,361,250</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	307,035	340,947	340,947	385,712
Overtime	3,818	3,200	7,000	3,200
Payroll Expenses & Benefits	80,181	104,517	92,000	119,055
<b>Total Personnel</b>	<b>391,033</b>	<b>448,664</b>	<b>439,947</b>	<b>507,967</b>
<b>SUPPLIES &amp; SERVICES</b>				
Indirect Cost Allocation	146,005	156,626	156,626	153,748
Postage	7,356	8,250	8,250	8,580
Supplies	15,178	15,600	20,000	20,800
Clothing allowance	2,145	2,184	2,000	2,080
Utilities	114,867	107,120	120,000	124,800
Telephone	2,297	2,756	2,760	3,036
Rents and Leased Equipment	22,883	5,460	5,700	5,830
Equipment Maintenance	20,925	25,000	25,000	25,000
Fuel	4,498	4,160	4,500	4,680
Legal	578	5,000	5,000	5,000
Engineer	5,126	7,800	7,800	8,100
Contracted Services	66,211	75,000	72,000	73,000
Dues and Subscriptions	41,328	44,200	44,200	46,000
Travel & Training	55	2,000	2,000	2,000
Bank Charges	13,237	11,752	28,000	29,120
Insurance - Liability & Property	56,851	67,125	68,750	79,200
Training	193	500	550	550
Small Equipment	4,285	5,000	5,000	5,000
<b>Total Supplies &amp; Services</b>	<b>524,018</b>	<b>546,533</b>	<b>578,136</b>	<b>596,524</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>128,125</b>	<b>55,200</b>	<b>300,000</b>
<b>DEBT SERVICE</b>				
Interest Expense	108,113	106,863	106,863	103,663
Bond Principal	-	80,000	80,000	85,000
<b>Total Debt Service</b>	<b>108,113</b>	<b>186,863</b>	<b>186,863</b>	<b>188,663</b>
<b>Total Expenses</b>	<b>1,023,164</b>	<b>1,310,185</b>	<b>1,260,146</b>	<b>1,593,154</b>
<b>Net Change to Net Position</b>	<b>176,331</b>	<b>(101,435)</b>	<b>69,854</b>	<b>(231,904)</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Water Distribution Impact Fee**

The Water Distribution Impact Fee fund accounts for the fees collected on new development to construct or reconstruct water distribution lines, four new water reservoirs, eighteen new wells, ten new connections to the existing system, and twenty-two SCADA stations in various parts of the City.

12800	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	1,267	-	-	-
Misc Income	-	-	-	-
Interest Income	10,122	7,000	11,000	10,500
<b>Total Revenue</b>	<b>11,388</b>	<b>7,000</b>	<b>11,000</b>	<b>10,500</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
	-	-	-	-
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Increase (Decrease) to Fund</b>	<b>11,388</b>	<b>7,000</b>	<b>11,000</b>	<b>10,500</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	259,701	271,090	271,090	282,090
<b>Ending Fund Balance</b>	<b>271,090</b>	<b>278,090</b>	<b>282,090</b>	<b>292,590</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Sewer Collection Impact Fee**

The Sewer Collection Impact Fee fund accounts for the fees collected on new development to construct or reconstruct sanitary sewer collection lines and remove five existing lift stations no longer needed. In 2006 through 2008, the City received \$7,007,000 in prepaid Sewer Collection Impact fees from three developers in exchange for sewer credits on future development. In 2020, a development agreement for \$3,129,000 of the prepaid impact fees expired. In FY2009 the City entered into reimbursement agreements with two developers totaling \$2,492,067 to fund a portion of Bear River Levee improvements. A portion of any future single-family unit building permits obtained by the two developers will be used to reimburse the Sewer Collection Impact Fund along with interest that has accrued since 2009. The City is currently participating in a study to replace the existing treatment plant with a regional solution.

12 1000	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	1,332	-	-	-
Misc Income	-	-	-	-
Interest Income	261,965	200,000	280,000	250,000
<b>Total Revenue</b>	<b>263,298</b>	<b>200,000</b>	<b>280,000</b>	<b>250,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Attorney	12,980	40,000	20,000	20,000
Engineering	16,593	20,000	50,000	50,000
Contracted Services	502	-	-	-
<b>Total Supplies &amp; Services</b>	<b>30,075</b>	<b>60,000</b>	<b>70,000</b>	<b>70,000</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	30,075	60,000	70,000	70,000
<b>Net Increase (Decrease) to Fund</b>	<b>233,223</b>	<b>140,000</b>	<b>210,000</b>	<b>180,000</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	4,235,904	4,469,127	4,469,127	<b>4,679,127</b>
<b>Ending Fund Balance</b>	<b>4,469,127</b>	<b>4,220,214</b>	<b>4,679,127</b>	<b>4,859,127</b>

**CITY OF WHEATLAND  
FISCAL YEAR 2025-2026**

**Wastewater Treatment Impact Fee**

The Wastewater Treatment Impact Fee fund accounts for the fees collected on new development to expand the wastewater treatment plant to accommodate an anticipated additional 3,311,000 gallons of wastewater daily from new development.

127000	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	12,338	-	-	-
Misc Income	-	-	-	-
Interest Income	15,000	12,500	18,000	17,000
<b>Total Revenue</b>	<b>27,338</b>	<b>12,500</b>	<b>18,000</b>	<b>17,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>SUPPLIES &amp; SERVICES:</b>				
Contracted Services	-	-	-	-
Small Equipment	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>27,338</b>	<b>12,500</b>	<b>18,000</b>	<b>17,000</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	371,410	398,748	398,748	416,748
<b>Ending Fund Balance</b>	<b>398,748</b>	<b>411,248</b>	<b>416,748</b>	<b>433,748</b>

**CITY OF WHEATLAND  
FISCAL YEAR 2025-2026**

**Facilities Maintenance**

The Facilities Maintenance Fund accounts for costs associated with the repair and maintenance of City facilities, including City Hall, Police Headquarters, Community Center, and the Wheatland Fire Station. This fund received its initial funding from the General Fund. Annual contributions from the General Fund will be made based on anticipated future needs. FY 2025-2026 projects include replacing the air conditioner unit at the Police building and replacement of the City's phone system.

170000	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Misc Income	-	70,000	40,762	-
Interest Income	-	-	12,000	10,000
<b>Total Revenue</b>	<b>-</b>	<b>70,000</b>	<b>52,762</b>	<b>10,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Planner	-	-	-	-
Contracted Services	-	10,000	10,000	-
<b>Subtotal Supplies &amp; Services</b>	<b>-</b>	<b>10,000</b>	<b>10,000</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>	<b>-</b>	<b>-</b>	<b>40,762</b>	<b>20,452</b>
<b>Total Expenses</b>	<b>-</b>	<b>10,000</b>	<b>50,762</b>	<b>20,452</b>
<b>TRANSFERS</b>				
Transfer In-General Fund	250,000	50,000	50,000	-
Transfer Out-Corp Yard Sinkhole	-	(25,000)	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>250,000</b>	<b>85,000</b>	<b>52,000</b>	<b>(10,452)</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	-	250,000	250,000	302,000
<b>Ending Fund Balance</b>	<b>250,000</b>	<b>335,000</b>	<b>302,000</b>	<b>291,548</b>

CITY OF WHEATLAND  
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**Vehicle and Equipment Replacement**

The Vehicle and Equipment Replacement Fund accounts for the replacement of vehicles and construction equipment. This fund received its initial funding from the General Fund. User funds, primarily the General Fund and the Water and Sewer Funds, will contribute annually based on their projected needs. The FY 2025-2026 Capital Outlay is for replacement of a Police vehicle.

171000	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Misc Income	-	-	4,400	-
Interest Income	-	-	6,100	5,700
<b>Total Revenue</b>	-	-	10,500	5,700
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	-	-	-	-
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Planner	-	-	-	-
Contracted Services	-	-	-	-
<b>Subtotal Supplies &amp; Services</b>	-	-	-	-
<b>CAPITAL OUTLAY</b>	-	40,000	37,915	82,000
<b>Total Expenses</b>	-	40,000	37,915	82,000
<b>TRANSFERS</b>				
Transfer In-General Fund	150,000	50,000	50,000	-
Transfer Out	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>150,000</b>	<b>10,000</b>	<b>22,585</b>	<b>(76,300)</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	-	150,000	150,000	172,585
<b>Ending Fund Balance</b>	<b>150,000</b>	<b>160,000</b>	<b>172,585</b>	<b>96,285</b>

# SPECIAL REVENUE FUNDS

Special Revenue Funds account for the proceeds of specific revenue sources (other than trusts or major capital projects) that are legally restricted to expenditures for a specific purpose. The City's Special Revenue Funds include:

- Street Maintenance (Gas Tax)**
- Road Maintenance & Rehabilitation Act (SB-1)**
- Transportation Development Act (TDA)**
- Community Development Block Grants (CDBG)**
- Economic Development**
- General Plan Update**
- Supplemental Law Enforcement (SLES)**
- Pumpkin Farm Joint Admission**
- Wheatland Community Garden**
- Pool Operations**
- Heritage Oaks West**
- Wheatland Ranch/Ryan Town Landscape and Lighting District (LLD)**
- Park Place Landscape and Lighting District (LLD)**
- Wheatland Public Services Community Facilities District 2015-1 (Caliterra Ranch)**
- Wheatland Public Services Community Facilities District 2015-2 (Heritage Oaks)**



CITY OF WHEATLAND  
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**Street Maintenance (Gas Tax)**

The Street Maintenance (Gas Tax) Fund accounts for costs associated with the City's Public Works activities to preserve and maintain the road system. Activities include patching of road surfaces, maintaining signage, cleaning culverts and drains, and mowing and tree trimming within the street rights-of-way. Gas Tax revenue is derived from a per gallon excise tax imposed by the State and passed through to the City. Yuba County Measure D revenue is a fifteen cent per ton charge on mined aggregate, sand, and manufactured asphalt concrete imposed on businesses engaged in the mining of sand and gravel from land within Yuba County. The General Fund contributes annually to street maintenance. Utility costs are for street lighting. Engineering services are provided under contract with Coastland Engineering.

102000	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Gas Tax revenue	106,597	104,000	104,000	111,623
Yuba County Measure D	14,366	-	15,000	15,000
Interest	2,150	2,250	5,800	5,000
<b>Total Revenue</b>	<b>123,113</b>	<b>106,250</b>	<b>124,800</b>	<b>131,623</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	60,802	66,335	65,400	67,720
Overtime	2,074	2,000	2,000	2,000
Payroll Expenses & Benefits	17,228	20,688	16,300	21,797
<b>Total Personnel</b>	<b>80,104</b>	<b>89,023</b>	<b>83,700</b>	<b>91,517</b>
<b>SUPPLIES &amp; SERVICES</b>				
Indirect Cost Allocation	22,774	22,419	22,419	22,753
Supplies	8,211	10,400	10,400	10,500
Utilities	24,308	28,600	28,600	29,750
Equipment Rent	2,066	2,600	2,600	2,700
Equipment Maintenance	-	1,000	1,000	1,000
Engineering	19,359	23,400	23,400	24,300
Contract Services	795	5,200	5,200	5,200
Dues and Subscriptions	287	1,000	1,000	1,000
<b>Total Supplies &amp; Services</b>	<b>77,799</b>	<b>94,619</b>	<b>94,619</b>	<b>97,203</b>
<b>Total Operating Expenses</b>	<b>157,904</b>	<b>183,642</b>	<b>178,319</b>	<b>188,720</b>
<b>CAPITAL OUTLAY</b>				
	-	70,000	-	70,000
<b>Total Expenses</b>	<b>157,904</b>	<b>253,642</b>	<b>178,319</b>	<b>258,720</b>
<b>TRANSFERS</b>				
Transfer In - General Fund	65,431	75,290	75,290	80,000
<b>Net Increase (Decrease) to Fund</b>	<b>30,641</b>	<b>(72,102)</b>	<b>21,771</b>	<b>(47,097)</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	75,834	106,474	106,474	128,245
<b>Ending Fund Balance</b>	<b>106,474</b>	<b>34,372</b>	<b>128,245</b>	<b>81,148</b>

CITY OF WHEATLAND  
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**Road Maintenance (SB1)**

The Road Maintenance (SB1) Fund accounts for costs associated with the repair and maintenance of the City's roads. Road Repair and Accountability Act (SB1) revenue is derived from a per gallon of gasoline tax and increased vehicle registration fees.

10300	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Road Repair & Accountability (SB1)	98,347	92,500	93,500	102,140
Interest	10,510	10,000	12,000	11,000
<b>Total Revenue</b>	<b>108,857</b>	<b>102,500</b>	<b>105,500</b>	<b>113,140</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	-	-	-	-
Engineering	-	-	-	-
Contract Services	-	280,000	-	-
Dues and Subscriptions	1,000	1,000	1,000	1,100
<b>Total Supplies &amp; Services</b>	<b>1,000</b>	<b>281,000</b>	<b>1,000</b>	<b>1,100</b>
<b>CAPITAL OUTLAY</b>				
<b>Total Expenses</b>	<b>1,000</b>	<b>281,000</b>	<b>1,000</b>	<b>1,100</b>
<b>TRANSFERS</b>				
Transfer Out - Wheatland Road Complete Streets		(30,000)	(30,000)	(30,000)
Transfer Out - 2023 Pavement Maintenance	(80,000)	-	-	(350,000)
<b>Net Transfers</b>	<b>(80,000)</b>	<b>(30,000)</b>	<b>(30,000)</b>	<b>(380,000)</b>
<b>Net Increase (Decrease) to Fund</b>	<b>27,857</b>	<b>(208,500)</b>	<b>74,500</b>	<b>(267,960)</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	243,727	271,584	271,584	346,084
<b>Ending Fund Balance</b>	<b>271,584</b>	<b>63,084</b>	<b>346,084</b>	<b>78,124</b>

CITY OF WHEATLAND  
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**Transportation Development Act**

The Transportation Development Act (TDA) Fund accounts for revenues and expenses associated with street construction and street maintenance costs. TDA money is allocated from the California sales tax. The Sacramento Area Council of Governments is the designated regional transportation planning agency responsible for administering the TDA funds for the counties of Sacramento, Sutter, Yolo and Yuba. The TDA provides funding to local cities and counties for transit operations, capital projects, and for local street and roadway projects and bicycle and pedestrian projects.

10400	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
TDA Revenue	261,950	130,000	-	130,000
Misc Revenue	44,285	-	49,500	51,000
Interest income	2,376	2,000	1,800	1,500
<b>Total Revenue</b>	<b>308,611</b>	<b>132,000</b>	<b>51,300</b>	<b>182,500</b>
<b>EXPENSES</b>				
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	-	-	-	-
Contract Services	44,285	35,000	49,500	51,000
<b>Total Supplies &amp; Services</b>	<b>44,285</b>	<b>35,000</b>	<b>49,500</b>	<b>51,000</b>
<b>CAPITAL OUTLAY</b>				
<b>Total Expenses</b>	<b>44,285</b>	<b>35,000</b>	<b>49,500</b>	<b>51,000</b>
<b>TRANSFERS</b>				
Transfer Out- 2023 Pavement Maintena	(262,699)	(60,000)	-	(60,000)
Transfer Out-Sidewalk ADA	-	-	-	(60,000)
<b>Total Transfers</b>	<b>(262,699)</b>	<b>(60,000)</b>	<b>-</b>	<b>(120,000)</b>
<b>Net Increase (Decrease) to Fund</b>	<b>1,627</b>	<b>37,000</b>	<b>1,800</b>	<b>11,500</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	73,011	74,638	74,638	76,438
<b>Ending Fund Balance</b>	<b>74,638</b>	<b>111,638</b>	<b>76,438</b>	<b>87,938</b>

CITY OF WHEATLAND  
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**Community Development Block Grants**

In 1985 and 1990 the City received US Department of Housing and Urban Development (HUD) funds to provide loans to low income homeowners whose home needed repair. Seventeen (17) loans were issued to Wheatland homeowners ranging from \$7,788 to \$40,085. Payment on the loans is due at maturity (20 years or 50 years depending on the loan) or when there is a change of ownership. As of June 2025, \$139,384 is due and payable. The City has notified the property owners and will take the necessary actions to seek repayment of the loans. The City is eligible to keep \$35,000 per year in loan repayments. If the City receives more than \$35,000, all the funds must be remitted to HUD or the Program Income must be expended by using a Revolving Loan Account. The total fund balance amount consists of the amount due for the outstanding loans.

10500/10700	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Misc Income	-	-	-	-
Interest Earnings	110	150	100	90
<b>Total Revenue</b>	<b>110</b>	<b>150</b>	<b>100</b>	<b>90</b>
<b>EXPENSES</b>				
Transfer to Fund 100 for				
Loan repayment	-	-	3,060	-
Payment to Federal Government				
Loan repayment	-	-	-	-
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>3,060</b>	<b>-</b>
<b>Net Increase (Decrease) to Fund</b>	<b>110</b>	<b>150</b>	<b>(2,960)</b>	<b>90</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	142,263	142,373	142,373	139,413
<b>Ending Fund Balance</b>	<b>142,373</b>	<b>142,523</b>	<b>139,413</b>	<b>139,503</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Economic Development**

The City of Wheatland is committed to being a forward-thinking city that values its small-town feel and its agricultural historical heritage. The Economic Development Fund was created in FY 2019 to account for expenses associated with the creation and enhancement of job growth and the promotion of business development and stability. Revenues are derived from an allocation of property tax revenue from the Yuba Water Agency and Community Partnership fee received from the City's waste hauler, Recology. FY 2024-2025 expenses include ongoing economic development consulting and annual membership in the Sutter Economic Development Corporation (YSEDC).

10800	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Yuba Water Agency Property Tax	20,910	11,100	20,000	20,000
Community Partnership Fee	8,338	-	8,588	8,700
Interest Income	-	500	-	-
Donations/Contributions	12,000	-	-	-
Total Revenue	41,248	11,600	28,588	28,700
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
Total Personnel	-	-	-	-
<b>SUPPLIES AND SERVICES</b>				
Supplies	-	-	-	-
Contracted Services	43,238	23,500	28,675	24,000
Total Supplies & Services	43,238	23,500	28,675	24,000
Total Expenses	43,238	23,500	28,675	24,000
<b>Net Increase (Decrease) to Fund</b>	<b>(1,990)</b>	<b>(11,900)</b>	<b>(87)</b>	<b>4,700</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	23,399	21,409	21,409	21,322
<b>Ending Fund Balance</b>	<b>21,409</b>	<b>9,509</b>	<b>21,322</b>	<b>26,022</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**General Plan Update**

In January 2007, the City Council adopted Resolution 01-07 adopting a General Plan Update Surcharge Fee. This fund accounts for per acre fee levied on owners of undeveloped land applying for development project entitlement from the City. The fees will be used to offset the costs for a General Plan update.

12400	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Developer Contribution	-	-	-	-
Misc Income	-	-	-	-
Interest Income	12,996	8,000	1,600	1,500
<b>Total Revenue</b>	<b>12,996</b>	<b>8,000</b>	<b>1,600</b>	<b>1,500</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Planner	-	-	-	-
Contracted Services	-	-	-	-
<b>Subtotal Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>TRANSFERS</b>				
Transfer Out-General Plan Update 2024	(350,000)	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>(337,004)</b>	<b>8,000</b>	<b>1,600</b>	<b>1,500</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	372,889	35,885	35,885	37,485
<b>Ending Fund Balance</b>	<b>35,885</b>	<b>43,885</b>	<b>37,485</b>	<b>38,985</b>

CITY OF WHEATLAND  
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**Supplemental Law Enforcement Fund**

Supplemental Law Enforcement (SLES) funds are received from the State's COPS program and are allocated by the State Controller to counties in the State. The counties then allocate the money to cities based on a set formula. The use of SLES is limited to front-line municipal police activities. Revenues are transferred to the General Fund to offset the cost of police services.

14200	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Cops Revenue	187,628	200,000	220,000	230,000
Interest	4,610	3,000	2,500	2,000
<b>Total Revenue</b>	<b>192,238</b>	<b>203,000</b>	<b>222,500</b>	<b>232,000</b>
<b>EXPENSES</b>				
Supplies	-	-	-	-
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>TRANSFERS</b>				
Transfer out to the General Fund	(170,000)	(205,392)	(200,000)	(220,000)
<b>Net Increase (Decrease) to Fund</b>	<b>22,238</b>	<b>(2,392)</b>	<b>22,500</b>	<b>12,000</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	18,192	40,430	40,430	62,930
<b>Ending Fund Balance</b>	<b>40,430</b>	<b>38,038</b>	<b>62,930</b>	<b>74,930</b>

CITY OF WHEATLAND  
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**Pumpkin Farm Joint Admission**

The Bishop's Pumpkin Farm is a 40-acre pumpkin farm providing agricultural entertainment/tourism activities. An Admission Fee is imposed on ticketed entertainment functions. By agreement between the City and Bishop's Pumpkin Farm, forty percent of the total Admission Fee collected is set aside in this fund to be used for projects agreed upon by the City and Bishop's.

14300	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Admission Fee	60,279	63,293	72,917	76,563
Interest	3,457	3,000	3,000	2,800
<b>Total Revenue</b>	<b>63,736</b>	<b>66,293</b>	<b>75,917</b>	<b>79,363</b>
<b>EXPENSES</b>				
<b>PERSONNEL EXPENSES</b>				
Salaries & Wages Admin	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES</b>				
Indirect Cost Allocation	4,681	2,811	2,811	4,697
Supplies	1,966	2,050	6,000	7,500
Attorney	165	300	-	300
Planner	-	-	-	-
Engineer	11,598	12,180	8,000	12,000
Contracted Services	11,392	7,500	20,000	10,000
<b>Total Supplies and Services</b>	<b>29,802</b>	<b>24,841</b>	<b>36,811</b>	<b>34,497</b>
<b>Total Expenses</b>	<b>29,802</b>	<b>24,841</b>	<b>36,811</b>	<b>34,497</b>
<b>TRANSFERS IN(OUT)</b>				
Transfer Out-2023 Pavement Maint	(80,000)	-	-	-
<b>CAPITAL OUTLAY</b>				
	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>(46,066)</b>	<b>41,452</b>	<b>39,106</b>	<b>44,866</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	99,984	53,918	53,918	93,024
<b>Ending Fund Balance</b>	<b>53,918</b>	<b>95,370</b>	<b>93,024</b>	<b>137,890</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Wheatland Community Garden**

The Wheatland Community Garden was established by the City to incorporate urban agriculture into existing City parkland and open space. The Garden consists of leased garden plots and the establishment of a Community Garden Association that provides daily operational oversight. In addition to lease revenue, the Garden receives donations from community members.

14400	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Lease & Donations	750	500	800	800
Interest	1,287	450	900	800
Total Revenue	2,037	950	1,700	1,600
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages Admin	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
Subtotal Personnel	-	-	-	-
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	3,397	-	500	500
Buildings & Grounds Maintenance	21,373	-	-	-
Contracted Services	-	-	-	-
Small Equipment	1,902	-	-	-
Subtotal Supplies and Services	26,672	-	500	500
Total Expenses	26,672	-	500	500
<b>Net Increase (Decrease) to Fund</b>	<b>(24,635)</b>	<b>950</b>	<b>1,200</b>	<b>1,100</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	44,229	19,594	19,594	20,794
<b>Ending Fund Balance</b>	<b>19,594</b>	<b>20,544</b>	<b>20,794</b>	<b>21,894</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Pool Operations**

In July 2019 Mr. David Creps, a longtime Wheatland resident, donated \$1,000,000 to the City of Wheatland for the purpose of maintaining and operating a future community swimming pool and an aquatic recreational program. The Wheatland School District is responsible for constructing the pool facility. If the facility is not built by 2026, the funds, plus interest, will be returned to the David Creps Revocable Trust.

14600	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Donations	-	-	-	-
Development Impact Fees	-	-	-	-
Interest	43,044	20,000	48,000	46,000
<b>Total Revenue</b>	<b>43,044</b>	<b>20,000</b>	<b>48,000</b>	<b>46,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages Admin	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Subtotal Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
Small Equipment	-	-	-	-
<b>Subtotal Supplies and Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Increase (Decrease) to Fund</b>	<b>43,044</b>	<b>20,000</b>	<b>48,000</b>	<b>46,000</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	1,049,935	1,092,979	1,092,979	1,140,979
<b>Ending Fund Balance</b>	<b>1,092,979</b>	<b>1,112,979</b>	<b>1,140,979</b>	<b>1,186,979</b>

CITY OF WHEATLAND  
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**Heritage Oaks West**

In June 2007, a development agreement was entered into between the City and DeValentine Family Partnership (developer) to facilitate the creation of a physical environment that will conform to and complement the goals of the City, protect natural resources from adverse impacts, and assist in implementing the goals of the City's General Plan. The property, located in the southwest area of the City, is called Heritage Oaks West. City costs associated with development of the property such as processing, review and action on permits or other entitlements were reimbursed by the developer. The project was suspended because of the Great Recession. The balance remaining in the fund, slightly over \$3,500 will be applied to costs incurred when the project resumes.

15100	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Misc Income	-	-	-	-
Interest income	126	75	160	150
<b>Total Revenue</b>	<b>126</b>	<b>75</b>	<b>160</b>	<b>150</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages Admin	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES</b>				
Supplies	-	-	-	-
Utilities	-	-	-	-
Attorney	-	-	-	-
Planner	-	-	-	-
Engineer	-	-	-	-
Contract Services	-	-	-	-
<b>Total Supplies and Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total Expenses</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Net Increase (Decrease) to Fund</b>	<b>126</b>	<b>75</b>	<b>160</b>	<b>150</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	3,424	3,550	3,550	3,710
<b>Ending Fund Balance</b>	<b>3,550</b>	<b>3,625</b>	<b>3,710</b>	<b>3,860</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Wheatland Ranch/Ryan Town Lighting and Landscape District**

The Wheatland Ranch LLD accounts for the revenues received from benefitted parcels within the Wheatland Ranch/Ryan Town subdivision. Annual assessments are collected on the Yuba County tax roll and remitted to the City. Assessments are used to maintain streetlights and common area improvements within the District. The City contributes to the cost of maintenance with funds transferred from the General Fund.

16 100	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Assessments	70,932	73,716	73,716	75,467
Interest Income	576	150	500	400
Total Revenue	71,508	73,866	74,216	75,867
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	31,797	37,517	34,400	29,229
Overtime	2,331	2,000	2,000	2,000
Payroll Expenses & Benefits	10,104	13,043	9,300	9,744
Total Personnel	44,231	52,560	45,700	40,974
<b>SUPPLIES AND SERVICES</b>				
Indirect Cost Allocation	8,384	9,412	9,412	11,723
Supplies	935	2,510	2,510	2,610
Utilities	6,407	9,026	15,000	15,600
Equipment Maintenance	-	502	2,580	2,683
Fuel	1,623	2,008	2,000	2,080
Building & Grounds Maintenance	-	-	6,670	-
Contract Services	4,715	3,553	8,000	8,320
Total Supplies & Services	22,064	27,011	46,172	43,016
Total Expenses	66,295	79,571	91,872	83,990
<b>TRANSFERS IN/(OUT)</b>				
Transfer In - General Fund	17,844	10,233	10,233	20,000
<b>Net Increase (Decrease) to Fund</b>	<b>23,056</b>	<b>4,528</b>	<b>(7,423)</b>	<b>11,877</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	25,716	48,773	48,773	41,350
<b>Ending Fund Balance</b>	<b>48,773</b>	<b>53,301</b>	<b>41,350</b>	<b>53,226</b>

CITY OF WHEATLAND  
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**Park Place Lighting and Landscape District**

The Park Place LLD accounts for the revenues received from benefitted parcels within the Park Place and Premier Grove subdivisions. Annual assessments are collected on the Yuba County tax roll and remitted to the City. Assessments are used to maintain streetlights and common area improvements within the District. The City contributes to the cost of maintenance with funds transferred from the General Fund.

16200	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Assessments	46,334	48,145	48,145	49,295
Interest income	662	100	50	60
<b>Total Revenue</b>	<b>46,996</b>	<b>48,245</b>	<b>48,195</b>	<b>49,355</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages Admin	31,797	37,517	34,400	29,229
Overtime	2,331	2,000	2,000	2,000
Payroll Expenses & Benefits	10,103	13,043	9,300	9,744
<b>Total Personnel</b>	<b>44,231</b>	<b>52,560</b>	<b>45,700</b>	<b>40,974</b>
<b>SUPPLIES &amp; SERVICES</b>				
Indirect Cost Allocation	7,745	9,641	9,641	10,682
Supplies	1,234	1,595	1,595	1,659
Utilities	8,797	8,236	13,000	13,520
Equipment Maintenance	-	104	250	260
Fuel	1,393	2,080	2,080	2,163
Contract Services	4,505	4,784	4,784	4,975
Small Equipment.	-	-	6,670	-
<b>Total Supplies and Services</b>	<b>23,675</b>	<b>26,440</b>	<b>38,020</b>	<b>33,260</b>
<b>Total Expenses</b>	<b>67,906</b>	<b>79,000</b>	<b>83,720</b>	<b>74,234</b>
<b>TRANSFERS IN(OUT)</b>				
Transfer In - General Fund	13,385	28,203	28,203	30,000
<b>Net Increase (Decrease) to Fund</b>	<b>(7,525)</b>	<b>(2,552)</b>	<b>(7,322)</b>	<b>5,121</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	32,798	25,274	25,274	17,952
<b>Ending Fund Balance</b>	<b>25,274</b>	<b>22,722</b>	<b>17,952</b>	<b>23,073</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Wheatland Public Services Community Facilities District 2015-1**

The Wheatland Public Services Community Facilities District 2015-1 (**Caliterra Ranch**) accounts for costs associated with providing public services and maintenance, operations, repair, and replacement of public infrastructure within the District. Annual assessments are levied on each parcel in the District, collected on the Yuba County tax roll, and remitted to the City.

16300	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Assessments	140,341	69,382	145,537	202,000
Interest income	4,414	1,400	4,500	4,000
<b>Total Revenue</b>	<b>144,755</b>	<b>70,782</b>	<b>150,037</b>	<b>206,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages Admin	56,765	64,561	64,561	127,285
Overtime	6,914	5,000	5,000	5,000
Payroll Expenses & Benefits	15,875	20,273	20,273	39,639
<b>Total Personnel</b>	<b>79,555</b>	<b>89,834</b>	<b>89,834</b>	<b>171,924</b>
<b>SUPPLIES &amp; SERVICES</b>				
Indirect Cost Allocation	-	-	-	13,897
Supplies	-	-	250	500
Utilities	6,031	1,664	11,000	11,440
Fuel	-	-	550	600
Contracted Services	4,378	7,280	7,280	7,600
<b>Total Supplies and Services</b>	<b>10,409</b>	<b>8,944</b>	<b>19,080</b>	<b>34,037</b>
<b>Total Expenses</b>	<b>89,964</b>	<b>98,778</b>	<b>108,914</b>	<b>205,961</b>
<b>Net Increase (Decrease) to Fund</b>	<b>54,791</b>	<b>(27,996)</b>	<b>41,123</b>	<b>39</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	109,839	164,630	164,630	205,752
<b>Ending Fund Balance</b>	<b>164,630</b>	<b>136,634</b>	<b>205,752</b>	<b>205,791</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Wheatland Public Services Community Facilities District 2015-2**

The Wheatland Public Services Community Facilities District 2015-2 (**Heritage Oaks East Estates**) accounts for costs associated with incurring bonded indebtedness to provide money for the construction and acquisition of certain improvements in the District. An annual assessment will be levied on landowners in the District when bonds are sold. Prior to FY 2017-2018, costs associated with establishing the District were incurred. It is not anticipated that bonds will be sold in FY 2025-2026, however, interest charges will accrue. All prior costs incurred and interest charges will be paid when bonds are issued.

16400	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Assessments	-	-	-	-
Interest income	-	-	-	-
<b>Total Revenue</b>	-	-	-	-
<b>EXPENSES</b>				
<b>PERSONNEL EXPENSES</b>				
Salaries & Wages Admin	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	-	-	-	-
<b>SUPPLIES &amp; SERVICES</b>				
Indirect Cost Allocation	-	-	-	-
Supplies	-	-	-	-
Contracted Services	-	-	-	-
Planner	-	-	-	-
Interest Expense	1,292	-	1,500	1,400
<b>Total Supplies and Services</b>	1,292	-	1,500	1,400
<b>Total Expenses</b>	1,292	-	1,500	1,400
<b>Net Increase (Decrease) to Fund</b>	<b>(1,292)</b>	<b>-</b>	<b>(1,500)</b>	<b>(1,400)</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	(33,533)	(34,825)	(34,825)	(36,325)
<b>Ending Fund Balance</b>	<b>(34,825)</b>	<b>(34,825)</b>	<b>(36,325)</b>	<b>(37,725)</b>

## SPECIAL REVENUE IMPACT FUNDS

In 2007, the City Council adopted Ordinance 400 which imposed development impact fees to provide the public infrastructure, improvements and facilities that are necessary and appropriate to mitigate the negative effects of new development projects. In May 2013, the City Council adopted Ordinance 448 which added the Bear River Impact fee. All the City's Impact Funds are listed below except for the Water Distribution Impact Fund, the Sewer Collection Impact Fund, and the Wastewater Treat Impact Fund which are included in the Proprietary section of this budget beginning on page 25. A complete list of projects to be funded by impact fees can be found in the City's Master Facilities Plan (Jan 2007) available in the City Clerk's office.

- Bear River Impact Fund**
- Regional Bypass Impact Fund**
- Storm Drainage Impact Fund**
- Road Circulation Impact Fund**
- City Hall Facilities Impact Fund**
- Vehicles and Equipment Impact Fund**
- Public Works Facilities Impact Fund**
- Law Enforcement Facilities Impact Fund**
- Fire Facilities Impact Fund**
- Parkland Facilities Impact Fund**
- Public Meeting Facilities Impact Fund**
- Caliterra Subdivision Impact Fee Fund**



CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Bear River Impact Fund**

In 2010, improvements to the Bear River levee were completed. Funding for the improvements was provided by a State Grant, landowner advance funding and City advance funding. Because the project provided benefits to lands in the Wheatland area beyond the landowner's properties, the City agreed, in advance funding and reimbursement agreements, to impose a Bear River levee Project Development Fee. The purpose of the fee is to reimburse the City's advance funding for the project and the landowner's excess share of advance funding for the project.

12200	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	33,684	-	33,684	-
Interest Income	-	-	-	-
Total Revenue	33,684	-	33,684	-
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
Total Personnel	-	-	-	-
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contract Services	-	-	-	-
Interest Expense	681	100	500	400
Subtotal Supplies & Services	681	100	500	400
<b>CAPITAL OUTLAY</b>				
Total Expenses	681	100	500	400
<b>Net Increase (Decrease) to Fund</b>	<b>33,003</b>	<b>(100)</b>	<b>33,184</b>	<b>(400)</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	(43,997)	(10,994)	(10,994)	22,190
<b>Ending Fund Balance</b>	<b>(10,994)</b>	<b>(11,094)</b>	<b>22,190</b>	<b>21,790</b>

CITY OF WHEATLAND  
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**Regional Bypass Impact Fund**

This fund accounts for the fees collected on new development to help fund the construction of the proposed Highway 65 bypass. The fee has been replaced with a County fee accounted for by the Sutter Yuba Transportation Improvement Authority.

12300	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	-	-	-	-
Interest Income	730	600	800	700
<b>Total Revenue</b>	<b>730</b>	<b>600</b>	<b>800</b>	<b>700</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>730</b>	<b>600</b>	<b>800</b>	<b>700</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	19,097	19,827	19,827	20,627
<b>Ending Fund Balance</b>	<b>19,827</b>	<b>20,427</b>	<b>20,627</b>	<b>21,327</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Storm Drainage Impact Fund**

This fund accounts for the fees collected on new development to construct or reconstruct stormwater collection systems, channels, and detention basins in various parts of the City.

12500	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	170,369	-	-	-
Interest Income	8,136	18,000	10,000	9,000
<b>Total Revenue</b>	<b>178,505</b>	<b>18,000</b>	<b>10,000</b>	<b>9,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Engineer	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>TRANSFERS IN/(OUT)</b>				
Transfer Out - Storm water retention basin & pumps		(100,000)	(100,000)	-
<b>Net Increase (Decrease) to Fund</b>	<b>178,505</b>	<b>(82,000)</b>	<b>(90,000)</b>	<b>9,000</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	72,534	251,039	251,039	161,039
<b>Ending Fund Balance</b>	<b>251,039</b>	<b>169,039</b>	<b>161,039</b>	<b>170,039</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Road Circulation Impact Fund**

This fund accounts for the fees collected on new development to construct vehicle lanes, bicycle lanes, railroad crossings, and traffic signals. The FY 2024-25 budget includes a \$100,000 partial payment to install a traffic signal at McDevitt Drive.

12600	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	343,416	-	-	-
Interest Income	21,255	15,000	25,000	24,000
<b>Total Revenue</b>	<b>364,671</b>	<b>15,000</b>	<b>25,000</b>	<b>24,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	100,000	100,000	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>100,000</b>	<b>100,000</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	100,000	100,000	-
<b>Net Increase (Decrease) to Fund</b>	<b>364,671</b>	<b>(85,000)</b>	<b>(75,000)</b>	<b>24,000</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	277,886	642,557	642,557	567,557
<b>Ending Fund Balance</b>	<b>642,557</b>	<b>557,557</b>	<b>567,557</b>	<b>591,557</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**City Hall Facilities Impact Fund**

This fund accounts for the fees collected on new development to provide a new City Hall with space to adequately serve the public and to house the City's various operational functions.

13000	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	76,571	-	-	-
Interest Income	8,522	10,000	10,000	9,000
<b>Total Revenue</b>	<b>85,093</b>	<b>10,000</b>	<b>10,000</b>	<b>9,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>85,093</b>	<b>10,000</b>	<b>10,000</b>	<b>9,000</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	153,684	238,777	238,777	248,777
<b>Ending Fund Balance</b>	<b>238,777</b>	<b>248,777</b>	<b>248,777</b>	<b>257,777</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Vehicles and Equipment Impact Fund**

This fund accounts for the fees collected on new development to expand the general pool car fleet and the fleet of maintenance vehicles required to facilitate anticipated growth in the City.

13 100	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	8,268	-	-	-
Interest Income	218	100	400	350
<b>Total Revenue</b>	<b>8,486</b>	<b>100</b>	<b>400</b>	<b>350</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>8,486</b>	<b>100</b>	<b>400</b>	<b>350</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	484	8,970	8,970	9,370
<b>Ending Fund Balance</b>	<b>8,970</b>	<b>9,070</b>	<b>9,370</b>	<b>9,720</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Public Works Facilities Impact Fund**

This fund accounts for the fees collected on new development to construct a second City maintenance yard in the northwest section of the City which would include an administrative building, a fleet maintenance building, a street/storm drainage maintenance structure, a utilities structure, a storage building and a parks maintenance building.

13200	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	34,990	-	-	-
Interest Income	1,066	700	1,600	1,500
<b>Total Revenue</b>	<b>36,056</b>	<b>700</b>	<b>1,600</b>	<b>1,500</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>36,056</b>	<b>700</b>	<b>1,600</b>	<b>1,500</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	5,782	41,838	41,838	43,438
<b>Ending Fund Balance</b>	<b>41,838</b>	<b>42,538</b>	<b>43,438</b>	<b>44,938</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Law Enforcement Facilities Impact Fund**

This fund accounts for the fees collected on new development to acquire land and construct facilities to house the City's law enforcement services, add equipment assigned to officers, acquire hardware and software for advanced crime analysis and record keeping, and to add various types of law enforcement vehicles.

13300	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	54,830	-	-	-
Interest Income	1,930	3,000	2,800	2,700
<b>Total Revenue</b>	<b>56,760</b>	<b>3,000</b>	<b>2,800</b>	<b>2,700</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>56,760</b>	<b>3,000</b>	<b>2,800</b>	<b>2,700</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	6,632	63,392	63,392	66,192
<b>Ending Fund Balance</b>	<b>63,392</b>	<b>66,392</b>	<b>66,192</b>	<b>68,892</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Fire Department Facilities Impact Fund**

This fund accounts for the fees collected on new development to construct three new fire stations, add engines, equipment and vehicles, and the construction of a training tower.

13400	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	75,783	-	-	-
Interest Income	134	500	850	800
<b>Total Revenue</b>	<b>75,917</b>	<b>500</b>	<b>850</b>	<b>800</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>75,917</b>	<b>500</b>	<b>850</b>	<b>800</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	(56,085)	19,832	19,832	20,682
<b>Ending Fund Balance</b>	<b>19,832</b>	<b>20,332</b>	<b>20,682</b>	<b>21,482</b>

CITY OF WHEATLAND  
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**Parkland Facilities Impact Fund**

This fund accounts for the fees collected on new development to acquire land and to develop approximately 89.5 acres of a combination of neighborhood, community and sports parks designed to meet the City's youth and adult needs for casual and programmed sports and activity use and acquire 200 acres of open space to maintain the existing ratio of open space to developed space within the City's limits.

13500	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	392,833	-	-	-
Interest Income	12,466	20,000	18,000	17,000
<b>Total Revenue</b>	<b>405,299</b>	<b>20,000</b>	<b>18,000</b>	<b>17,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>405,299</b>	<b>20,000</b>	<b>18,000</b>	<b>17,000</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	14,761	420,060	420,060	438,060
<b>Ending Fund Balance</b>	<b>420,060</b>	<b>440,060</b>	<b>438,060</b>	<b>455,060</b>

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**Public Meeting Facilities Impact Fund**

This fund accounts for the fees collected on new development to construct public meeting facilities to be used as teen centers, senior centers, gymnasiums, general use community centers, and similar facilities dedicated for use by the community's residents. The facilities will contain various rooms for classes, meetings and sport activities. In 2007, this fund borrowed \$150,000 from the City Hall Fund and \$50,000 from the Road Circulation Fund creating a negative fund balance. As impact fees are collected the loans will be repaid.

13600	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	150,724	-	-	-
Interest Income	-	250	-	-
<b>Total Revenue</b>	<b>150,724</b>	<b>250</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Contracted Services	-	-	-	-
Interest Expense	2,704	-	1,600	1,500
<b>Total Supplies &amp; Services</b>	<b>2,704</b>	<b>-</b>	<b>1,600</b>	<b>1,500</b>
<b>CAPITAL OUTLAY</b>				
	-	-	-	-
<b>Total Expenses</b>	<b>2,704</b>	<b>-</b>	<b>1,600</b>	<b>1,500</b>
<b>Net Increase (Decrease) to Fund</b>	<b>148,020</b>	<b>250</b>	<b>(1,600)</b>	<b>(1,500)</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	(187,790)	(39,770)	(39,770)	(41,370)
<b>Ending Fund Balance</b>	<b>(39,770)</b>	<b>(39,520)</b>	<b>(41,370)</b>	<b>(42,870)</b>

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**Caliterra Impact Fee**

This fund accounts for the fees collected pursuant to a development agreement and subsequent amendments covering the Caliterra Ranch subdivision. Fees are collected when building permits are issued.

13700	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Impact Fees	791,256	-	630,886	-
Misc Income	-	-	-	-
Interest Income	64,103	40,000	110,000	100,000
<b>Total Revenue</b>	<b>855,359</b>	<b>40,000</b>	<b>740,886</b>	<b>100,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Engineer	-	-	-	-
Contracted Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>CAPITAL OUTLAY</b>				
Total Expenses	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>855,359</b>	<b>40,000</b>	<b>740,886</b>	<b>100,000</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	1,168,120	2,023,479	2,023,479	2,764,365
<b>Ending Fund Balance</b>	<b>2,023,479</b>	<b>2,063,479</b>	<b>2,764,365</b>	<b>2,864,365</b>

# PROJECTS

The City accounts for Capital Projects and Special Projects in separate funds. Capital Projects are generally the revenues and expenditures associated with equipment, buildings, road maintenance, and infrastructure projects that have a useful life of greater than 3 years and a cost greater than \$20,000. Special Projects are generally the revenues and expenditures associated with projects funded by grants or developers.

## FY 2025-26 CAPITAL PROJECTS

- Comprehensive Drinking Water
- Regional Sewer Connection
- Wheatland Road Complete Streets
- Wheatland Pavement Maintenance
- Stormwater Retention Basin and Pumps
- Sidewalk ADA Accessibility

## FY 2025-26 SPECIAL PROJECTS

- Little League Lights
- SYTIA
- General Plan Update
- STEP Grant
- Cannabis Grant



CITY OF WHEATLAND  
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**Comprehensive Drinking Water**

This fund accounts for the revenues and expenses associated with upgrades to the City's water system. Previous upgrades included replacing all residential meters and installing automated billing systems. Remaining work includes replacing two commercial meters, modifying the pressure system, and upgrades to telemetry and SCADA systems. The project is funded with grants from the Yuba Water Agency and the Department of Water Resources Integrated Regional Water Management Implementation grant program..

190007	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Grant Revenue	84,999	517,957	71,208	430,000
Miscellaneous	-	-	-	-
<b>Total Revenue</b>	<b>84,999</b>	<b>517,957</b>	<b>71,208</b>	<b>430,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Engineering	69,377	45,326	70,508	50,000
Contract Services	15,622	-	700	380,000
Capital Outlay	-	472,631	-	-
<b>Total Supplies &amp; Services</b>	<b>84,999</b>	<b>517,957</b>	<b>71,208</b>	<b>430,000</b>
<b>Total Expenses</b>	<b>84,999</b>	<b>517,957</b>	<b>71,208</b>	<b>430,000</b>
<b>Net Increase (Decrease) to Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	110,000	110,000	110,000	110,000
<b>Ending Fund Balance</b>	<b>110,000</b>	<b>110,000</b>	<b>110,000</b>	<b>110,000</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Regional Sewer Connection**

This fund accounts for the revenues and expenses associated with the preliminary design, environmental review, permitting, utility relocations, right-of-way purchases, and final design activities required to replace the City's existing treatment plant with a regional solution by conveying the City's current and future wastewater to the Olivehurst Public Utilities District system. The construction phase of the project will be brought forth as a separate project.

190009	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Yuba Water Agency	257,578	530,805	980,000	2,500,000
Debt Proceeds	-	-	-	-
<b>Total Revenue</b>	<b>257,578</b>	<b>530,805</b>	<b>980,000</b>	<b>2,500,000</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Attorney	-	-	-	-
Planner	21,593	50,000	60,000	-
Engineering	178,278	480,805	700,000	1,200,000
Contracted Services	3,130	-	220,000	1,260,000
Miscellaneous	977	-	-	-
<b>Total Supplies &amp; Services</b>	<b>203,978</b>	<b>530,805</b>	<b>980,000</b>	<b>2,460,000</b>
Capital Outlay	-	-	-	40,000
<b>Total Expenses</b>	<b>203,978</b>	<b>530,805</b>	<b>980,000</b>	<b>2,500,000</b>
<b>Net Increase (Decrease) to Fund</b>	<b>53,600</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	(53,600)	-	-	-
<b>Ending Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Wheatland Road Complete Streets**

This fund accounts for the costs to improve and extend existing sidewalks and bike lanes to complete the pedestrian and bicycle corridor along Wheatland Road from State Route 65 to the intersection of Wheatland Road and Wheatland Park Drive at the southwest corner of Bear River Middle School, including utility relocations, road widening, safety lighting and pavement rehabilitation.

190028	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Developer Deposit	-	-	-	-
Grant Revenue	2,503	250,000	10,182	232,500
<b>Total Revenue</b>	<b>2,503</b>	<b>250,000</b>	<b>10,182</b>	<b>232,500</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Planner	-	-	-	-
Engineer	1,065	30,000	11,877	24,000
Contract Services	-	250,000	1,790	238,500
Miscellaneous	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>1,065</b>	<b>280,000</b>	<b>13,667</b>	<b>262,500</b>
<b>Total Expenses</b>	<b>1,065</b>	<b>280,000</b>	<b>13,667</b>	<b>262,500</b>
<b>TRANSFERS IN/(OUT)</b>				
Transfer In - SB 1	-	30,000	30,000	30,000
<b>Net Increase (Decrease) to Fund</b>	<b>1,438</b>	<b>-</b>	<b>26,515</b>	<b>-</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	(1,438)	-	-	26,515
<b>Ending Fund Balance</b>	<b>-</b>	<b>-</b>	<b>26,515</b>	<b>26,515</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Wheatland Pavement Maintenance**

This fund accounts for the revenues and expenses associated with minor street projects throughout the City including construction of sidewalks and pedestrian ramps, pavement grinding, asphalt paving, and pavement marking.

190041	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Grant Revenue	60,000	-	-	-
Miscellaneous		-	-	25,000
Total Revenue	60,000	-	-	25,000
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
Total Personnel	-	-	-	-
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Engineer	31,554	-	-	55,000
Contract Services	350,702	-	-	440,000
Miscellaneous	-	-	-	-
Total Supplies & Services	382,256	-	-	495,000
Total Expenses	382,256	-	-	495,000
<b>Net Increase (Decrease) to Fund</b>	<b>(322,256)</b>	<b>-</b>	<b>-</b>	<b>(470,000)</b>
<b>TRANSFERS IN(OUT)</b>				
Transfer In - Joint Pumpkin Farm	80,000	-	-	-
Transfer In - SB 1	80,000	-	-	350,000
Transfer In - TDA	262,700	-	-	60,000
Total Transfers	422,700	-	-	410,000
<b>FUND BALANCE</b>				
Beginning Fund Balance	(20,698)	79,746	79,746	79,746
<b>Ending Fund Balance</b>	<b>79,746</b>	<b>79,746</b>	<b>79,746</b>	<b>19,746</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Stormwater Retention Basin and Pumps**

This fund accounts for revenue and expenses associated with the first phase of the design and construction of stormwater retention basin and pumps.

190046	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Fees	-	-	-	-
Misc	-	-	-	-
Total Revenue	-	-	-	-
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
Total Personnel	-	-	-	-
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Attorney	-	-	-	-
Planner	-	-	-	-
Engineer	-	-	-	-
Contract Services	-	-	-	100,000
Miscellaneous	-	-	-	-
Total Supplies & Services	-	-	-	100,000
Total Expenses	-	-	-	100,000
<b>Net Increase (Decrease) to Fund</b>	-	-	-	<b>(100,000)</b>
<b>TRANSFERS IN(OUT)</b>				
Transfer In - Storm Drain Impact	-	100,000	100,000	-
Transfer In - TDA	-	-	-	-
<b>FUND BALANCE</b>				
Beginning Fund Balance	-	-	-	100,000
<b>Ending Fund Balance</b>	-	<b>100,000</b>	<b>100,000</b>	-

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Sidewalk ADA Accessibility**

This fund accounts for the revenue and expenses associated with the repair and replacement of various sidewalks throughout the City. It is anticipated that \$60,000 will be allocated annually from Transportation Development Act (TDA) funds for fiscal years 2025 through 2029.

190047	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Fees	-	-	-	-
Miscellaneous	-	-	-	-
<b>Total Revenue</b>	-	-	-	-
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	-	-	-	-
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Engineer	-	-	-	-
Contract Services	-	-	-	120,000
<b>Total Supplies &amp; Services</b>	-	-	-	120,000
<b>Total Expenses</b>	-	-	-	120,000
<b>Net Increase (Decrease) to Fund</b>	-	-	-	<b>(120,000)</b>
<b>TRANSFERS IN/(OUT)</b>				
Transfer In - TDA		60,000	60,000	60,000
<b>FUND BALANCE</b>				
Beginning Fund Balance	-	-	-	60,000
<b>Ending Fund Balance</b>	-	<b>60,000</b>	<b>60,000</b>	-

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Little League Lights**

This fund accounts for insurance reimbursement and CIRA flexible funds used to replace storm damage poles and lights with energy efficient LED lights that meet national Little League standards.

190020	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Grant Revenue	-	-	-	-
Micellaneous	1,269	-	-	5,500
<b>Total Revenue</b>	<b>1,269</b>	<b>-</b>	<b>-</b>	<b>5,500</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Engineer	1,269	-	-	-
Contract Services	-	-	-	5,500
<b>Total Supplies &amp; Services</b>	<b>1,269</b>	<b>-</b>	<b>-</b>	<b>5,500</b>
<b>Total Expenses</b>	<b>1,269</b>	<b>-</b>	<b>-</b>	<b>5,500</b>
<b>TRANSFERS IN/(OUT)</b>				
Transfer In - General Fund	-	-	-	-
<b>Net Increase (Decrease) to Fund</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	-	-	-	-
<b>Ending Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**SYTIA**

This fund accounts for City expenses related to the Sutter Yuba Transportation Improvement Authority (SYTIA). City costs are reimbursement by SYTIA.

190026	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Grant Revenue	-	-	-	-
Miscellaneous	21,206	40,000	3,350	17,100
<b>Total Revenue</b>	<b>21,206</b>	<b>40,000</b>	<b>3,350</b>	<b>17,100</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Attorney	-	-	-	-
Planner	2,700	10,000	2,200	2,100
Engineer	18,162	30,000	1,150	15,000
Contract Services	-	-	-	-
<b>Total Supplies &amp; Services</b>	<b>20,862</b>	<b>40,000</b>	<b>3,350</b>	<b>17,100</b>
<b>Total Expenses</b>	<b>20,862</b>	<b>40,000</b>	<b>3,350</b>	<b>17,100</b>
<b>Net Increase (Decrease) to Fund</b>	<b>344</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	(344)	-	-	-
<b>Ending Fund Balance</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**General Plan Update**

This fund accounts for revenue and expenses associated with updating the City's General Plan. Revenue is from developer contributions, ARPA funds, and General Plan Update surcharges.

190044	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Developer Deposit	150,000	100,000	-	-
Transfer In ARPA funds	350,000	-	-	-
<b>Total Revenue</b>	<b>500,000</b>	<b>100,000</b>	<b>-</b>	<b>-</b>
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
<b>Total Personnel</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	-	-
Attorney	-	-	-	-
Planner	32,280	-	10,264	-
Engineer	6,772	100,000	632	-
Contract Services	102,362	-	59,346	100,000
Miscellaneous	-	-	437	-
<b>Total Supplies &amp; Services</b>	<b>141,414</b>	<b>100,000</b>	<b>70,679</b>	<b>100,000</b>
<b>Total Expenses</b>	<b>141,414</b>	<b>100,000</b>	<b>70,679</b>	<b>100,000</b>
<b>Net Increase (Decrease) to Fund</b>	<b>358,586</b>	<b>-</b>	<b>(70,679)</b>	<b>(100,000)</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	-	358,586	358,586	287,907
<b>Ending Fund Balance</b>	<b>358,586</b>	<b>358,586</b>	<b>287,907</b>	<b>187,907</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**STEP Grant**

This fund accounts for the revenue and expenses associated with the Selective Traffic Enforcement Program (STEP) grant. The \$50,000 grant is administered by the State of California Office of Traffic Safety. Grant funds will be used to implement strategies to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors.

190050	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Grant Revenue	-	-	10,194	39,806
Total Revenue	-	-	10,194	39,806
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
Total Personnel	-	-	-	-
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	9,947	39,806
Travel & Meetings	-	-	247	-
Miscellaneous	-	-	-	-
Total Supplies & Services	-	-	10,194	39,806
Total Expenses	-	-	10,194	39,806
<b>Net Increase (Decrease) to Fund</b>	-	-	-	-
<b>FUND BALANCE</b>				
Beginning Fund Balance	-	-	-	-
<b>Ending Fund Balance</b>	-	-	-	-

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Cannabis Grant**

This fund accounts for the revenue and expenses associated with the Cannabis grant. The \$4,560 grant is administered by the State of California Department of Highway Patrol. Grant funds will be used for the education, prevention, and enforcement of laws related to driving under the influence of alcohol and other drugs.

190052	Actual 2023/2024	Adopted Budget 2024/2025	Projected 2024/2025	Proposed Budget 2025/2026
<b>REVENUES</b>				
Grant Revenue	-	-	4,510	50
Miscellaneous	-	-	-	-
Total Revenue	-	-	4,510	50
<b>EXPENSES</b>				
<b>PERSONNEL</b>				
Salaries & Wages	-	-	-	-
Payroll Expenses & Benefits	-	-	-	-
Total Personnel	-	-	-	-
<b>SUPPLIES &amp; SERVICES:</b>				
Supplies	-	-	3,419	1,141
Travel & Meetings	-	-	-	-
Miscellaneous	-	-	-	-
Total Supplies & Services	-	-	3,419	1,141
Total Expenses	-	-	3,419	1,141
<b>Net Increase (Decrease) to Fund</b>	-	-	<b>1,091</b>	<b>(1,091)</b>
<b>FUND BALANCE</b>				
Beginning Fund Balance	-	-	-	1,091
<b>Ending Fund Balance</b>	-	-	<b>1,091</b>	-

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Capital Improvement Project Summary By Fund**

	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Five Year Total
<b>GENERAL FUND</b>						
Parks Tables/Benches	-	-	15,000	-	-	15,000
Playground Improvements	-	-	-	10,000	-	10,000
Drinking Fountains/Shade Structures	-	-	-	10,000	-	10,000
Police Department Body Worn Cameras/Tasers Replacement	-	-	-	-	120,000	120,000
<b>TOTAL GENERAL FUND</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 15,000</b>	<b>\$ 20,000</b>	<b>\$ 120,000</b>	<b>\$ 155,000</b>
<b>FACILITIES FUND</b>						
Park Restroom Improvements	-	15,000	-	-	-	15,000
Community Center Repairs	-	-	10,000	-	10,000	20,000
Fire Station #1 Repairs	-	22,000	-	-	-	22,000
Miscellaneous Repairs (City Hall, Police Station, Corp Yard)	20,452	15,000	15,000	20,000	20,000	90,452
<b>TOTAL FACILITIES FUND</b>	<b>\$ 20,452</b>	<b>\$ 52,000</b>	<b>\$ 25,000</b>	<b>\$ 20,000</b>	<b>\$ 30,000</b>	<b>\$ 147,452</b>
<b>VEHICLE REPLACEMENT FUND</b>						
Police Patrol Vehicles	82,000	66,000	70,000	73,500	155,000	446,500
Public Works Vehicles	-	-	45,000	-	50,000	95,000
<b>TOTAL VEHICLE REPLACEMENT FUND</b>	<b>\$ 82,000</b>	<b>\$ 66,000</b>	<b>\$ 115,000</b>	<b>\$ 73,500</b>	<b>\$ 205,000</b>	<b>\$ 541,500</b>
<b>GAS TAX, SB-1, TDA FUNDS</b>						
City Hall Parking Lot Resurfacing (CIRA)	25,000	-	-	-	-	25,000
CIP Development	30,000	-	-	15,000	-	45,000
Semi-Annual Pavement Sealing	410,000	-	250,000	-	250,000	910,000
Semi-Annual Pavement Resurfacing	-	400,000	-	400,000	-	800,000
Sidewalk ADA Accessibility Program	60,000	60,000	60,000	60,000	60,000	300,000
Wheatland Road Complete Streets Project	30,000	-	-	-	-	30,000
Street Sign Replacement Program	10,000	220,000	260,000	-	-	490,000
Stormwater Permitting & Compliance	1,500	1,500	1,500	1,500	60,000	66,000
<b>TOTAL GAS TAX, SB-1, TDA FUNDS</b>	<b>\$ 566,500</b>	<b>\$ 681,500</b>	<b>\$ 571,500</b>	<b>\$ 476,500</b>	<b>\$ 370,000</b>	<b>\$ 2,666,000</b>
<b>WATER FUND</b>						
Water Main & Service Replacement Program	-	400,000	300,000	300,000	300,000	1,300,000
Clean & Recoat Tank #2	-	450,000	-	-	-	450,000
Well Rehabilitation & Supply Meters	-	50,000	-	-	-	50,000
Fire Hydrant Replacement Program	-	20,000	20,000	20,000	-	60,000
SCADA Maintenance and Upgrades	-	-	50,000	-	10,000	60,000
CIP Development	15,000	-	-	15,000	-	30,000
GIS Mapping System & Updates	-	30,000	10,000	10,000	10,000	60,000
Billing Software Updates	-	-	-	20,000	-	20,000
Replace Ancillary/Chemical Well Equipment	-	20,300	20,909	21,536	22,182	84,928
New Testing Stations	20,000	-	-	-	-	20,000
Chlorine Analyzers	60,000	-	-	-	-	60,000
Fire Pump and Hydrant Testing	5,000	-	-	-	-	5,000
Portable Emergency Generator	-	50,000	-	-	-	50,000
Jet-Vac	-	25,000	-	-	-	25,000
SCADA & Computer Hardware Updates	-	25,000	-	-	-	25,000
<b>TOTAL WATER UTILITY FUND</b>	<b>\$ 100,000</b>	<b>\$ 1,070,300</b>	<b>\$ 400,909</b>	<b>\$ 386,536</b>	<b>\$ 342,182</b>	<b>\$ 2,299,928</b>

CITY OF WHEATLAND  
FISCAL YEAR 2025-2026

**Capital Improvement Project Summary By Fund (continued)**

<b>WASTEWATER FUND</b>						
Sewer System Model	-	-	-	80,000	-	80,000
SSMP Major Update	-	20,000	-	-	-	20,000
Rehab Lift Stations	-	-	-	-	38,000	38,000
Sewer Main Replacement Program	-	-	495,000	-	-	495,000
GIS System & Updates	-	40,000	10,000	10,000	10,000	70,000
Billing Software Updates	-	-	-	20,000	-	20,000
Malone Pump Station Bar Screen	50,000	-	-	-	-	50,000
WWTP Corkscrew Grinder & Press	150,000	-	-	-	-	150,000
WWTP Aerator Repair or Replace	100,000	-	-	-	-	100,000
Replace Headworks Influent Screen	-	65,000	-	-	-	65,000
Replace Malone Lift Station & Generator	-	-	120,000	530,000	-	650,000
CIP Development	-	15,000	-	15,000	-	30,000
Wastewater PIC Controllers	-	12,000	-	-	-	\$ 12,000
Portable Emergency Generator	-	50,000	-	-	-	50,000
Truck-Mounted Crane	-	25,000	-	-	-	25,000
Jet-Vac	-	25,000	-	-	-	25,000
SCADA & Computer Hardware Updates	-	25,000	-	-	-	25,000
<b>TOTAL WASTEWATER UTILITY FUND</b>	<b>\$ 300,000</b>	<b>\$ 277,000</b>	<b>\$ 625,000</b>	<b>\$ 655,000</b>	<b>\$ 48,000</b>	<b>\$ 1,905,000</b>
	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29	FY 2029-30	Five Year Total
<b>GRANT FUNDING</b>						
Comprehensive Water Phase 2	430,000	-	-	-	-	430,000
Regional Sewer Pipeline Project	2,500,000	56,500,000	3,600,000	-	-	62,600,000
Wheatland Road Complete Streets Project	232,500	-	-	-	-	232,500
<b>TOTAL GRANT FUNDS</b>	<b>\$ 3,162,500</b>	<b>\$ 56,500,000</b>	<b>\$ 3,600,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 63,262,500</b>
<b>DEVELOPMENT IMPACT FEES</b>						
Stormwater CIP Development	-	15,000	-	15,000	-	30,000
Stormwater LID Improvement Standards	-	120,000	-	-	-	120,000
Stormwater Retention Basin and Pumps - South West	100,000	300,000	-	-	-	400,000
Hwy 65 & Main St. Intersection Improvements	-	100,000	260,000	3,250,000	-	3,610,000
McDevitt Traffic Signal Preemption	-	20,000	-	-	-	20,000
<b>TOTAL DEVELOPMENT IMPACT FEES</b>	<b>\$ 100,000</b>	<b>\$ 555,000</b>	<b>\$ 260,000</b>	<b>\$ 3,265,000</b>	<b>\$ -</b>	<b>\$ 4,180,000</b>
<b>UNFUNDED</b>						
Wheatland Road Complete Streets Project	-	-	1,600,000	1,000,000	-	2,600,000
Spenceville Road Sidewalk Gap Closure	20,000	240,000	-	-	-	260,000
Spenceville Road Rehabilitation (5-miles)	-	350,000	-	4,000,000	7,000,000	11,350,000
Rehabilitate F, G and Third Streets	-	40,000	900,000	-	-	940,000
<b>TOTAL UNFUNDED</b>	<b>\$ 20,000</b>	<b>\$ 630,000</b>	<b>\$ 2,500,000</b>	<b>\$ 5,000,000</b>	<b>\$ 7,000,000</b>	<b>\$ 15,150,000</b>
<b>TOTAL</b>	<b>\$ 4,351,452</b>	<b>\$ 59,831,800</b>	<b>\$ 8,112,409</b>	<b>\$ 9,896,536</b>	<b>\$ 8,115,182</b>	<b>\$ 90,307,380</b>

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# City Council Meeting Staff Report

Meeting Date: June 10, 2025

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

**Prepared By:** Bill Zenoni, City Manager

**Recommendation:** Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing execution of an agreement with TPx, Inc. for a Voice Over Internet Protocol (VOIP) telephone system.

**Discussion:** The City of Wheatland is currently utilizing an outdated copper wire telephone system at City Hall, the Police Department, the Public Works Corporation Yard and the Wastewater Treatment Plant. The City requires a reliable telephone system to conduct daily activities. The current telephone system is approximately twenty years old. The technology is outdated, the phone system has failed twice within the past six months and has become unreliable. The vendor that installed the current system is no longer in business. Staff was advised that the current system has outlived its useful life with replacement parts no longer available. In addition, the City has been notified that AT&T will no longer support our current copper wire technology. Copper wire technology was the norm during the 20<sup>th</sup> century. That old phone technology is now being replaced by Voice Over Internet protocol (VOIP) phone systems.

A Request for Proposals for a City-wide VOIP telephone system was issued on March 3, 2025. Five proposals were received by the April 4, 2025 due date. The proposals were evaluated based upon demonstrated understanding of the City's needs, successful delivery of similar services to other governmental agencies, completeness of the proposal and cost. Based upon that analysis, TPx, Inc. was selected as the provider most qualified to meet the City's needs. TPx provides phone system services to many government agencies including the Wheatland School District and Wheatland Union High School District.

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

**Fiscal Impact:** The cost of the replacement telephone system is included in the Fiscal Year 2025-26 Budget.

**Attachment:**  
Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND  
AUTHORIZING EXECUTION OF AN AGREEMENT WITH TPX  
FOR CITYWIDE VOICE OVER INTERNET PROTOCOL TELEPHONE SYSTEM**

**WHEREAS**, the City of Wheatland requires the use of a reliable telephone system to conduct the daily business activities of the City; and

**WHEREAS**, the current telephone system has outlived its useful life and has become unreliable; and

**WHEREAS**, a Request for Proposals for a replacement telephone system utilizing current technology was issued on March 3, 2025; and

**WHEREAS**, the City received and evaluated proposals from five potential telephone system providers ; and

**WHEREAS**, TPx was determined to be the provider that best met the needs of the City of Wheatland.

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

- A. The foregoing recitals are true and correct.
- B. The City Council of the City of Wheatland hereby authorizes the City Manager to execute a three-year agreement with TPx to provide a Voice over Internet Protocol (VOIP) telephone system..

**PASSED AND ADOPTED** by the City Council of City of Wheatland on this 10<sup>th</sup> day of June 2025, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Angela Teter, Mayor

ATTEST:

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



# City Council Meeting Staff Report

Meeting Date: June 10, 2025

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

**Prepared By:** Bill Zenoni, City Manager

**Recommendation:** Staff recommends that the Wheatland City Council consider adoption of a resolution authorizing the City Manager to execute a grant agreement with the Yuba Water Agency, authorizing the City Manager and Finance Director to amend the Fiscal Year 2025-26 budget, and authorizing the City Manager to execute agreements for services required to complete environmental, engineering design, right-of way acquisition and utility relocation for the Wheatland Regional Sewer Pipeline Project.

**Discussion:** For the past five years, the City has been working closely with staff and elected officials from the Yuba Water Agency, Olivehurst Public Utility District (OPUD) and Yuba County to develop a regional solution to wastewater treatment needs in South Yuba County. The City of Wheatland’s wastewater treatment plant is aging, has limited treatment capacity to accommodate infill growth and does not meet current environmental standards for disposal of municipal wastewater. A portion of the City’s wastewater treatment plant is located on the river side of the Bear River Levee, which leaves the plant at risk for potential flooding.

On July 28, 2020, the Wheatland City Council adopted Resolution No. 35-20 accepting a \$1.3 million loan and a \$1.3 million grant from the Yuba Water Agency to fund environmental and design efforts for the conveyance pipeline and pump stations needed to deliver 1.5 million gallons per day of sewage from Wheatland to the planned terminus of Olivehurst Public Utility District’s sewer project- at Highway 65 and Rancho Road.

On October 11, 2022, the Wheatland City Council adopted Resolution No. 34-22 accepting an additional \$2 million in loan funds from the Yuba Water Agency for costs associated with environmental, engineering design and right-of-way acquisition costs associated with this project.

The City’s grant application to the State Water Resources Control Board for partial funding of this project is in the final review phase. We were recently notified that our grant amount had been increased from \$30 million to \$75 million. We are currently in the final phase of engineering design, environmental review and right-of-way acquisition/utility relocation required to get the project ready to go to bid later this year.

The Board of Directors of the Yuba Water Agency, on April 29, 2025, agreed to provide up to an additional \$3.5 million in grant funding to the City of Wheatland to accomplish the remaining tasks to get the project bid-ready, which includes accomplishing major utility relocations, environmental permitting and obtaining access rights in advance of construction of the Project. The attached resolution, if approved, will authorize the City Manager to execute a grant agreement with the Yuba Water Agency in an amount up to \$3.5

million and in a form to be approved by the City Attorney. The resolution also authorizes the City manager and Finance Director to amend the Fiscal Year 2025-26 budget to reflect the receipt and expenditure of the grant funds. Finally, similar to the previous two resolutions referenced above, the proposed resolution authorizes the City Manager to approve project expenditures not to exceed the amount of grant funds received.

**Fiscal Impact:** The grant funding to be provided by the Yuba Water Agency will provide sufficient funds to complete environmental, engineering design and right-of-way acquisition to prepare the Wheatland Regional Sewer Pipeline Project for the bidding process anticipated for later this year. The maximum grant amount is \$3.5 million. As these are grant funds, repayment is not required.

**Attachment:**

Resolution

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

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND  
AUTHORIZING THE CITY MANAGER TO EXECUTE A GRANT AGREEMENT WITH THE  
YUBA WATER AGENCY, AUTHORIZING THE CITY MANAGER AND FINANCE DIRECTOR  
TO AMEND THE FISCAL YEAR 2025-26 BUDGET, AND AUTHORIZING THE CITY  
MANAGER TO EXECUTE AGREEMENTS FOR SERVICES REQUIRED TO COMPLETE  
ENVIRONMENTAL, ENGINEERING DESIGN, RIGHT-OF-WAY ACQUISITION AND UTILITY  
RELOCATION FOR THE WHEATLAND REGIONAL SEWER PIPELINE PROJECT**

**WHEREAS**, on July 28, 2020, the City Council adopted Resolution No. 35-20 approving a \$2.6 million grant/loan agreement with the Yuba Water Agency to fund environmental and design efforts for the Wheatland Regional Sewer Pipeline Project (Project) and authorizing the City Manager to execute the agreement; and

**WHEREAS**, on October 11, 2022, the City Council adopted Resolution No. 34-22 authorizing the City Manager to sign an amendment to the grant/loan agreement with the Yuba Water Agency for an additional \$2 million in loan funds for costs association with the environmental, engineering design, right-of-way acquisition for the Project; and

**WHEREAS**, the Yuba Water Agency Board of Directors, on April 29, 2025, approved an additional \$3.5 million in grant funding for the City of Wheatland to complete final environmental, engineering design, permitting, right-of-way acquisition, and utility relocation costs to get the Project ready to go to bid.

**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 authorizes the City Manager to execute a grant agreement with the Yuba Water Agency in an amount up to \$3.5 million, in a form approved by the City Attorney, to fund final environmental, engineering design, permitting and right-of-way acquisition/utility relocation costs for the Project.
- C. Upon execution of a grant agreement with the Yuba Water Agency, authorize the City Manager and Finance Director to amend the Fiscal Year 2025-26 Budget to add up to \$3.5 million to the Project budget.
- D. Contingent upon items B and C above, authorize the City Manager to execute any agreements required to complete environmental, engineering design and right-of-way acquisition for the Project, not to exceed the grant amount.

**PASSED AND ADOPTED** by the City Council of City of Wheatland on this 10<sup>th</sup> day of June 2025, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

APPROVED:

\_\_\_\_\_  
Angela Teter, Mayor

ATTEST:

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



# CITY COUNCIL MEETING

## STAFF REPORT

June 10, 2025

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**SUBJECT:** Council discussion and consideration to adopt Resolution No. 22-25 authorizing the City Manager to execute agreements with PG&E, AT&T and Union Pacific Railroad related to the South County Infrastructure Project.

**PREPARED BY:** Dane H. Schilling – City Engineer  
Heidi Provencher – Coastland | DCCM

**Recommendation**

Staff recommends adoption of Resolution No. 22-25 authorizing the City Manager to execute agreements with PG&E, AT&T and Union Pacific Railroad related to the Wheatland Regional Sewer Pipeline Project which is part of the South County Infrastructure Project.

**Background**

On November 10, 2020, the City Council adopted Resolution No. 43-20 amending the FY 2020-21 Budget and authorizing the City Manager to proceed with environmental review and engineering design for the Wheatland Regional Sewer Pipeline Project (“Project”).

On April 27, 2021, the Basis of Design Report for the Project was presented to the Wheatland City Council and adopted by Resolution No.16-21.

On October 11, 2022, the City Council adopted Resolution No. 34-22, which, among other actions, authorized acceptance of an additional \$2 million loan from the Yuba Water Agency for work associated with the environmental, engineering design, right-of-way acquisition and grant funding work for the Project.

On May 21, 2024, the Yuba Water Agency Board of Directors met to receive an update on the South County Infrastructure Project. At that meeting, the Yuba Water Agency Board re-affirmed their commitment to funding the shortfall for construction of the project and approved an additional \$5 million for the three agencies (Wheatland, OPUD and Yuba Water Agency) to complete final engineering designs, obtain permits, obtain rights-of-way, provide additional project management and financial services to get the project ready for bidding.

On October 21, 2024, the City’s Regional Sewer AdHoc Committee met to discuss the status of the Project and the final steps toward constructing the Project. The Committee recommended that the additional funding needed from Yuba Water Agency be secured and the City Manager take any necessary actions including amending professional services contracts to bring the Project to construction.

**Discussion**

Since the last City Council action on this project, City staff, OPUD, Yuba Water Agency and their respective consultant teams have continued toward the original goal of being shovel ready in the event that construction funding from the State Water Resources Control Board is made available to the Project. That goal was realized in August 2024 when the State approved \$30 million in grant funding for the Project.

The City’s engineering design and bid documents are substantially complete, environmental review is complete, and environmental permitting and right-of-way acquisition are well underway. In addition, new funding applications have been prepared and submitted in hopes of obtaining additional grant funding.

In order to construct the Project, certain large scale utility relocations and access agreements are needed. The most notable are:

**Pacific Gas and Electric (PG&E) at Pump Station 1** – The relocation of certain PG&E overhead electric lines must be accomplished to allow for expansion of Pump Station 1 at Malone Avenue. PG&E has completed the design of the relocation work which is estimated at \$1.3M. The City will also need to install an underground conduit on the pump station property in advance of other City construction work to allow the PG&E relocation work to take place.

Due to the scale and cost of the overhead electric relocation work, a utility relocation agreement (UT Agreement) must be made between PG&E and the City. The UT Agreement includes language summarizing the work to be done, identifying cost liability for the work, performance of the work and payment for work. The agreement will be prepared by the City Engineer, reviewed by the City Attorney and signed by the City Manager.

**AT&T Relocation on Jasper Lane** – AT&T will relocate existing overhead AT&T facilities on the east side of Jasper Lane so that the City’s horizontal directional drilling crews can accomplish their pipeline installation under Dry Creek. The cost of the AT&T relocation work is estimated to cost \$78,000.00.

**Union Pacific Railroad (UPRR) Access at S. Beale Road Wye** - UPRR has agreed to grant the City of Wheatland the right to construct, maintain and operate the Regional Sewer Pipeline across the two wye-tracks just south of S. Beale Road and Bradshaw Road. This agreement is estimated to cost \$77,000.00.

Staff is requesting that the City Council authorize the City Manager to execute agreements with PG&E, AT&T and UPRR for these pre-construction activities and authorize the City Manager to pay for work identified in these agreements. In addition, Staff is requesting that the City Manager be authorized to informally bid the installation of a conduit at Pump Station 1 to facilitate PG&E’s relocation work the cost of which is included in the PG&E line item below.

**Alternatives**

Alternatively, the City Council may choose not to accept the one or more of the agreements. Each of these agreements have been several years in the making and each is critical to the progress of the Project.

If the City does not eventually obtain these agreements the Project will not move forward in these areas of the Project.

**Fiscal Impact**

The current estimate of the above-mentioned utility relocations and UPRR access agreement are given in the table below.

**Regional Sewer – Large Utility Relocation and UPRR Encroachment Costs**

	Costs
Pacific Gas & Electric (PG&E)	\$1,300,000
AT&T Aerial Relocation	\$78,000
UPRR Proposed Crossing and Encroachment	\$77,000
<b>Total</b>	<b>\$1,455,000</b>

The above-mentioned costs will be paid for from supplemental project funding provided by the Yuba Water Agency per Resolution 21-25.

**Attachments**

- 1. Resolution 22-25
- 2. Regional Sewer Location Plan
- 3. Utility Agreement between City of Wheatland and PG&E (draft)
- 4. AT&T Letter of Agreement for Custom Work (draft)
- 5. UPRR Longitudinal and Crossing Pipeline Agreement (draft)

**RESOLUTION NO. 22-25**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF THE CITY OF WHEATLAND AUTHORIZING THE CITY MANAGER TO EXECUTE AGREEMENTS WITH PG&E, AT&T AND UNION PACIFIC RAILROAD RELATED TO THE CONSTRUCTION OF THE WHEATLAND REGIONAL SEWER PIPELINE, A PART OF THE SOUTH COUNTY INFRASTRUCTURE PROJECT**

**WHEREAS**, on June 10, 2025, the City Council adopted Resolution No. 21-25 authorizing the City Manager to sign an agreement to accept additional funding from the Yuba Water Agency for the Wheatland Regional Sewer Pipeline Project (“Project”); and

**WHEREAS**, certain pre-construction utility relocations and encroachment agreements are necessary to allow for the construction of the Project; and

**WHEREAS**, utility relocation agreements between the City and Pacific Gas and Electric (PG&E), and the City and AT&T are necessary for the removal and realignment of certain existing overhead electric facilities within the Project area; and

**WHEREAS**, Union Pacific Railroad (UPRR) has agreed to grant the City a Longitudinal and Crossing Agreement to encroach, construct, maintain and operate the City’s proposed Regional Sewer Pipeline across UPRR property near S. Beale Road and Bradshaw Road.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Wheatland, State of California, to authorize its City Manager to:

1. Enter into a utility relocation agreement with PG&E for relocation of overhead power lines in the vicinity of the City’s Malone Sewage Pump Station, for the City to engage a contractor to install electric conduits prior to construction by PG&E, and pay any associated PG&E and City costs not to exceed \$1,300,000.00.
2. Enter into a utility relocation agreement with AT&T for relocation of overhead communication lines in the vicinity of Jasper Lane and pay any associated costs not to exceed \$78,000.00.
3. Enter into a Longitudinal and Crossing Pipeline Agreement with Union Pacific Railroad (UPRR) and pay associated fees not to exceed \$77,000.00.

**PASSED AND ADOPTED** by the City Council of the City of Wheatland, State of California this 10<sup>th</sup> day of June 2025, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

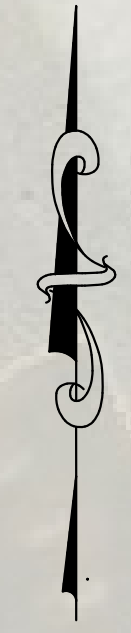
ATTEST:

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Angela Teter, Mayor

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Lisa Thomason, City Clerk



UPRR PROPOSED CROSSING AND ENCROACHMENT

AT&T AERIAL LINE RELOCATIONS

PG&E UTILITY RELOCATIONS

05/30/25	
NTS	

CITY OF WHEATLAND
<b>WHEATLAND REGIONAL SEWER PIPELINE PROJECT</b>

**UTILITY RELOCATION AGREEMENT  
BETWEEN CITY OF WHEATLAND, CALIFORNIA AND PACIFIC GAS AND ELECTRIC FOR THE  
WHEATLAND REGIONAL SEWER PIPELINE PROJECT**

**RECITALS**

Whereas, the City of Wheatland hereinafter called "CITY" has completed engineering design and environmental review on its Wheatland Regional Sewer Pipeline Project ("PROJECT") which is scheduled to begin construction in spring of 2026; and

Whereas, as part of the PROJECT the CITY proposes to construct a new sewage pump station at 700 Malone Avenue in the City of Wheatland adjacent to its existing sewage pump station; and

Whereas, Pacific Gas and Electric hereinafter called "PG&E", owns and maintains overhead electric facilities and structures within footprint of the PROJECT; and

Whereas, the CITY has determined that it cannot reasonably construct its PROJECT without relocation of PG&E's overhead facilities and that relocation of said facilities is necessary; and

Whereas, the CITY and PG&E wish to engage in this agreement to accomplish the relocation of said PG&E facilities to accommodate CITY's project; and

Whereas, on June 10, 2025, the City Council of the City of Wheatland adopted Resolution No. 22-25 authorizing the City Manager of the CITY to enter into an agreement with PG&E to accomplish the required relocation of PG&E facilities.

**AGREEMENT**

It is hereby mutually agreed that:

**I. WORK TO BE DONE:**

In accordance with City of Wheatland Resolution No. 22-25, dated June 10, 2025, PG&E shall relocate overhead electric facilities and structures in conflict with the proposed pump station at 700 Malone Avenue. All work shall be performed substantially in accordance with PG&E's Plan No. \_\_\_\_\_ dated \_\_\_\_\_, consisting of \_\_\_\_\_ sheets, a copy of which is on file in the City Hall of the CITY at 111 C Street, Wheatland, CA. Deviations from the PG&E's plan described above initiated by either the CITY or the PG&E, shall be agreed upon by both parties hereto under a Revised Notice to PG&E. Such Revised Notices to PG&E, approved by the CITY and agreed to/acknowledged by the PG&E, will constitute an approved revision of the PG&E's plan described above and are hereby made a part hereof. No work under said deviation shall commence prior to written execution by the PG&E of the Revised Notice to PG&E. Changes in the scope of the work will require an amendment to this Agreement in addition to the revised Notice to PG&E.

**II. LIABILITY FOR WORK:**

Existing facilities are located in their present position pursuant to rights superior to those of the CITY and will be relocated at CITY's expense.

III. PERFORMANCE OF WORK

PG&E agrees to perform the herein-described work with its own forces or to cause the herein described work to be performed by the PG&E's contractor, employed by written contract on a continuing basis to perform work of this type, and to provide and furnish all necessary labor, materials, tools, and equipment required therefore; and to prosecute said work diligently to completion.

Use of personnel requiring lodging and meal "per diem" expenses will not be allowed without prior written authorization by CITY's representative. Requests for such authorization must be contained in PG&E's estimate of actual and necessary relocation costs. PG&E shall include an explanation why local employee or contract labor is not considered adequate for the relocation work proposed. Per Diem expenses shall not exceed the per diem expense amounts allowed under the California Department of Human Resources travel expense guidelines.

Work performed by PG&E's contractor is a public work under the definition of Labor Code Section 1720(a) and is therefore subject to prevailing wage requirements; but, work performed directly by PG&E's employees falls within the exception of Labor Code Section 1720(a)(1) and does not constitute a public work under Section 1720(a)(2) and is not subject to prevailing wages. PG&E shall verify compliance with this requirement in the administration of its contracts referenced above.

Engineering services for locating, making of surveys, preparation of plans, specifications, estimates, supervision, inspection, are to be furnished by PG&E and approved by the CITY. Cost principles for determining the reasonableness and allowability of PG&E's costs shall be determined in accordance with 48 CFR, Chapter 1, Subpart E, Part 31; 23 CFR, Chapter 1, Part 645; and 18 CFR, Chapter 1, Parts 101, 201 and OMB Circular A-87, as applicable.

IV. PAYMENT FOR WORK

Both parties agree that the CITY will pay PG&E for the actual relocation costs and expenses incurred by PG&E for the work described in Section 1 of this agreement provided said costs and expenses shall not to exceed the estimated amount of \$1,100,000.00, unless this amount is subsequently modified by an amendment to this agreement.

It is understood and agreed that the CITY will not pay for any betterment or increase in capacity of PG&E's facilities in the new location and that PG&E shall give credit to the CITY for the accrued depreciation of the replaced facilities and for the salvage value of any material or parts salvaged and retained or sold by PG&E. The final actual cost shall include any credits due the CITY from PG&E for betterment, depreciation and salvage.

Not more frequently than once a month, but at least quarterly, PG&E will prepare and submit detailed itemized progress bills for costs incurred not to exceed PG&E's recorded costs as of the billing date less estimated credits applicable to completed work. Payment of progress bills not to exceed the amount of this Agreement may be made under the terms of this Agreement. Payment of progress bills which exceed the amount of this Agreement may be made after receipt and approval by CITY of documentation supporting the cost increase and after an amendment to this Agreement has been executed by the parties to this Agreement.

The PG&E shall submit a final bill to the CITY within 180 days after the completion of the work

described in Section I above. If the CITY has not received a final bill within 360 days after notification of completion of PG&E's work described in Section I of this Agreement, and CITY has delivered to PG&E fully executed easements for PG&E's facilities, CITY will provide written notification to PG&E of its intent to close its file within 30 days. PG&E hereby acknowledges, to the extent allowed by law, that all remaining costs will be deemed to have been abandoned.

The final billing shall be in the form of an itemized statement of the total costs charged to the project, less the credits provided for in this Agreement, and less any amounts covered by progress billings. However, the CITY shall not pay final bills, which exceed the estimated cost of this Agreement without documentation of the reason for the increase of said cost from the PG&E and approval of documentation by CITY. Except, if the final bill exceeds the PG&E's estimated costs solely as the result of a revised Resolution as provided for in Section I, a copy of said revised Resolution shall suffice as documentation.

In any event if the final bill exceeds 125% of the estimated cost of this Agreement, an amended Agreement shall be executed by the parties to this Agreement prior to the payment of the PG&E's final bill. Any and all increases in costs that are the direct result of deviations from the work described in Section I of this Agreement shall have the prior concurrence of CITY.

In performing work under this Agreement, PG&E agrees to comply with the Uniform System of Accounts for Public Utilities found at to the extent they are applicable to PG&E doing work on the project that is the subject of this agreement, the contract cost principles and procedures as set forth in 48 CFR, Chapter 1, Part 31, et seq., 23 CFR, Chapter 1, Part 645 and 2 CFR, Part 200, et al. If a subsequent State and/or Federal audit determines payments to be unallowable, PG&E agrees to reimburse AGENCY upon receipt of AGENCY billing. If PG&E is subject to repayment due to failure by Local Public Agency (LPA) to comply with applicable laws, regulations, and ordinances, then LPA will ensure that PG&E is compensated for actual cost in performing work under this agreement.

CITY and PG&E further agree that for lump sum payments in excess of \$25,000 the CITY shall have the option of performing an informal audit of PG&E's detailed records from which the billing is compiled. The purpose of CITY's audit shall be to establish the continued acceptability of using lump sum payments for high-cost relocations and shall not in any way affect the amount or acceptability of the lump sum amount herein agreed to. PG&E shall keep supporting detailed records available for CITY review for a period of one year following PG&E's submittal of final bill

V. GENERAL CONDITIONS

All costs accrued by PG&E as a result of CITY's requests preceding this agreement to review, study and/or prepare relocation plans and estimates for the project associated with this Agreement may be billed pursuant to the terms and conditions of this Agreement.

If CITY's project which precipitated this Agreement is canceled or modified so as to eliminate the necessity of work by PG&E, CITY will notify PG&E in writing, and CITY reserves the right to terminate this Agreement by Amendment. The Amendment shall provide mutually acceptable terms and conditions for terminating the Agreement.

PG&E shall submit a Notice of Completion to the CITY within 30 days of the completion of the work described herein.

CITY will acquire new rights of way in the name of either the CITY or PG&E through negotiation or condemnation and when acquired in CITY's name, shall convey same to PG&E by Easement

Deed. CITY's liability for such rights of way will be at the proration shown for relocation work involved under this Agreement. PG&E shall reimburse the CITY all costs for the easement.

IN WITNESS WHEREOF, the above parties have executed this Agreement the day and year above written.

**CITY**

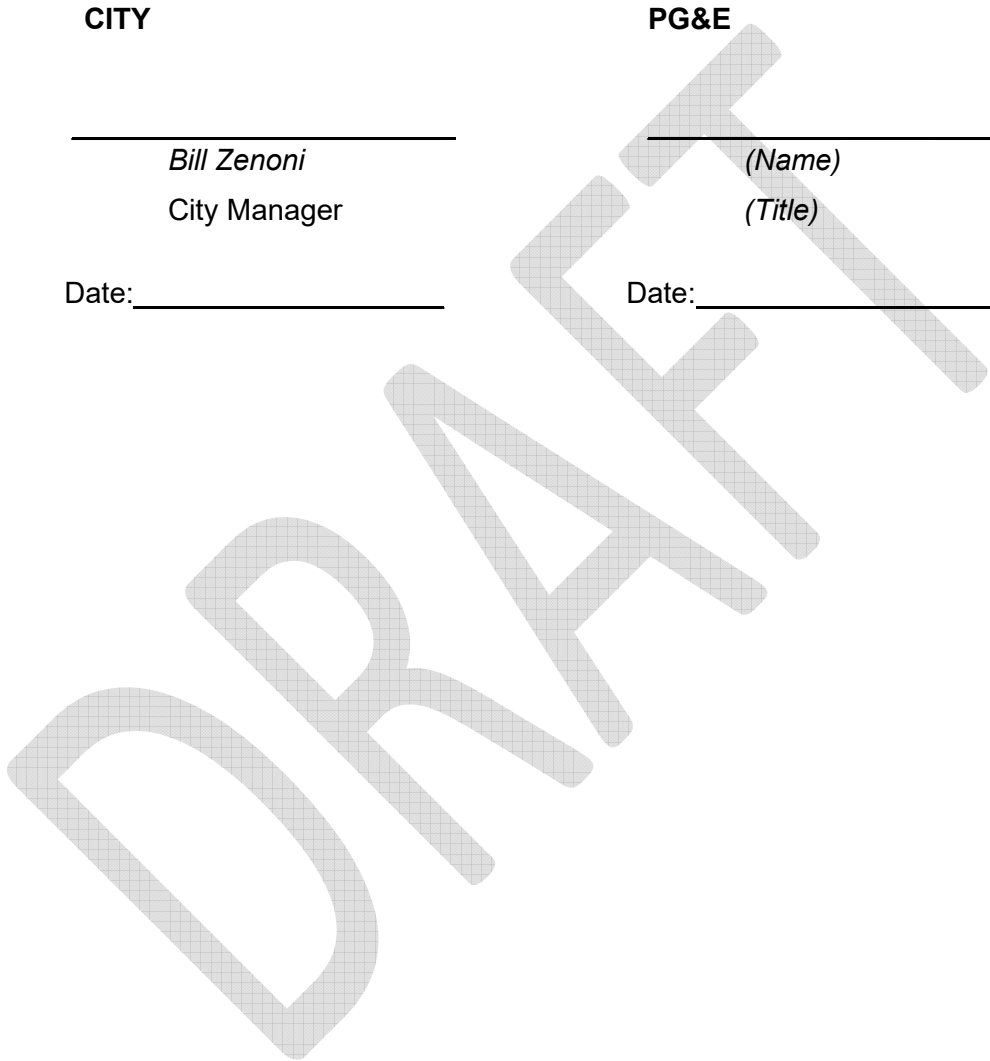
**PG&E**

\_\_\_\_\_  
*Bill Zenoni*  
City Manager

\_\_\_\_\_  
(Name)  
(Title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_



# CONSTRUCTION NOTE

1) SEE SHEET 3 FOR STRINGING CHARTS

LEGEND			
REMOVE		INSTALL	DESCRIPTION
	3 - 397A 60kV (309')		3 - 397A 60kV (401')
	3 - 2/OCU 12kV (269')		OH SW 900A

**1**  
 016/321 (SMARTVILLE-NICOLAUS #1)  
 50'-2/70'-H1 T1-1A LDSP  
 SET 12' DEEP (SET 5' BACK)  
 DISTR XARM @ 18.5' FROM POLE TOP  
 EXISTING POLE SET 1968  
 LAT:39.0083080, LONG:-121.4225476

VIBRATION DAMPERS @ 016/321	
DIRECTION	QUANTITY
TRANS AHEAD:	1PER PHASE

**2**  
 016/322 (SMARTVILLE-NICOLAUS #1)  
 50'-3/70'-1 SV-PJ-90 WOOD  
 SET 9.5' DEEP (SET 43' BACK)  
 DISTR DE CENTER PHASE @ 30' FROM POLE TOP  
 DISTR DE SW @ 30.5' FROM POLE TOP  
 EXISTING POLE SET 1974  
 LAT:39.0076988, LONG:-121.4227863

ANCHOR INFO: LOC2	
A	B
(2)7/16" TRANS	3/8" DISTR
20M	15M
15'L	10'L

VIBRATION DAMPERS @ 016/322	
DIRECTION	QUANTITY
TRANS BACK:	1PER PHASE

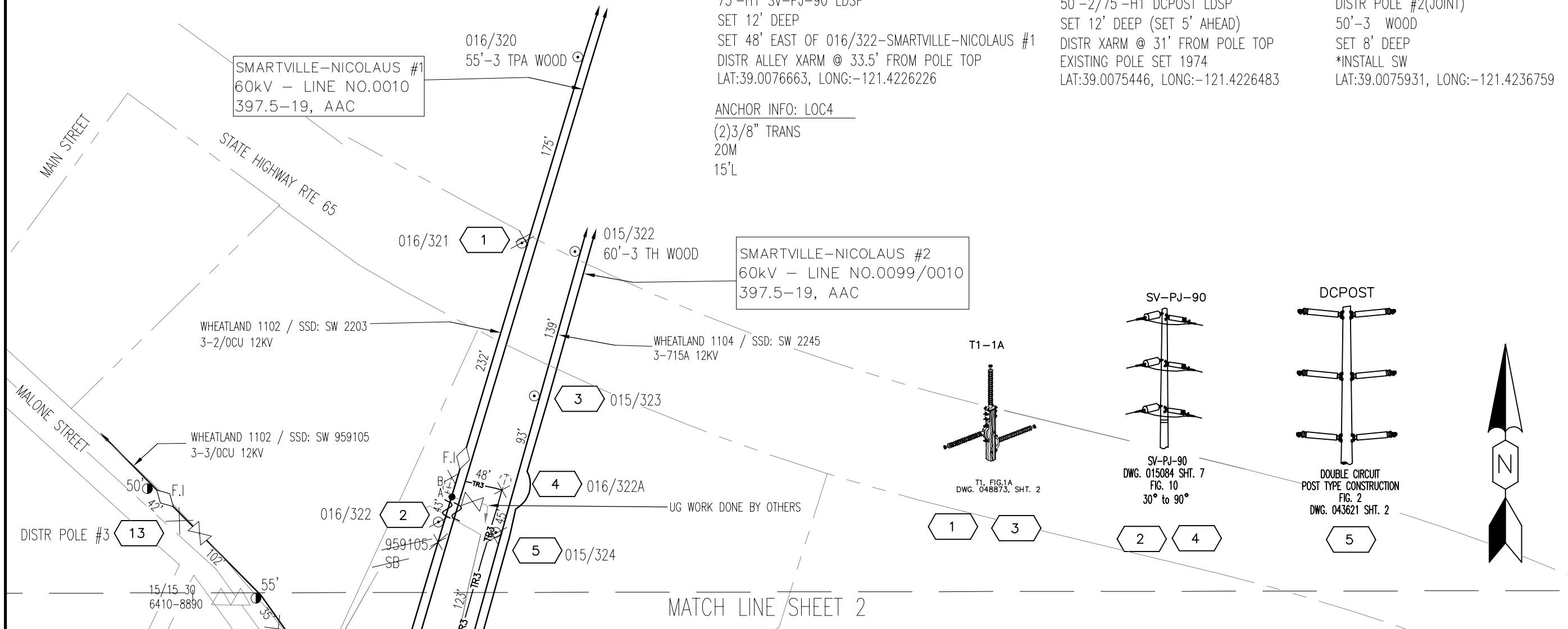
**3**  
 015/323 (SMARTVILLE-NICOLAUS #2)  
 55'-3 TH WOOD  
 \*REFRAME TO T1-1A  
 \*REPLACE DISTRIBUTION XARM  
 DISTR XARM @ 14' FROM POLE TOP  
 EXISTING POLE SET 2007  
 LAT:39.0079055, LONG:-121.4225154

**4**  
 016/322A  
 75'-H1 SV-PJ-90 LDSP  
 SET 12' DEEP  
 SET 48' EAST OF 016/322-SMARTVILLE-NICOLAUS #1  
 DISTR ALLEY XARM @ 33.5' FROM POLE TOP  
 LAT:39.0076663, LONG:-121.4226226

ANCHOR INFO: LOC4	
A	B
(2)3/8" TRANS	
20M	
15'L	

**5**  
 015/324 (SMARTVILLE-NICOLAUS #2)  
 50'-2/75'-H1 DCPOST LDSP  
 SET 12' DEEP (SET 5' AHEAD)  
 DISTR XARM @ 31' FROM POLE TOP  
 EXISTING POLE SET 1974  
 LAT:39.0075446, LONG:-121.4226483

**13**  
 DISTR POLE #2(JOINT)  
 50'-3 WOOD  
 SET 8' DEEP  
 \*INSTALL SW  
 LAT:39.0075931, LONG:-121.4236759



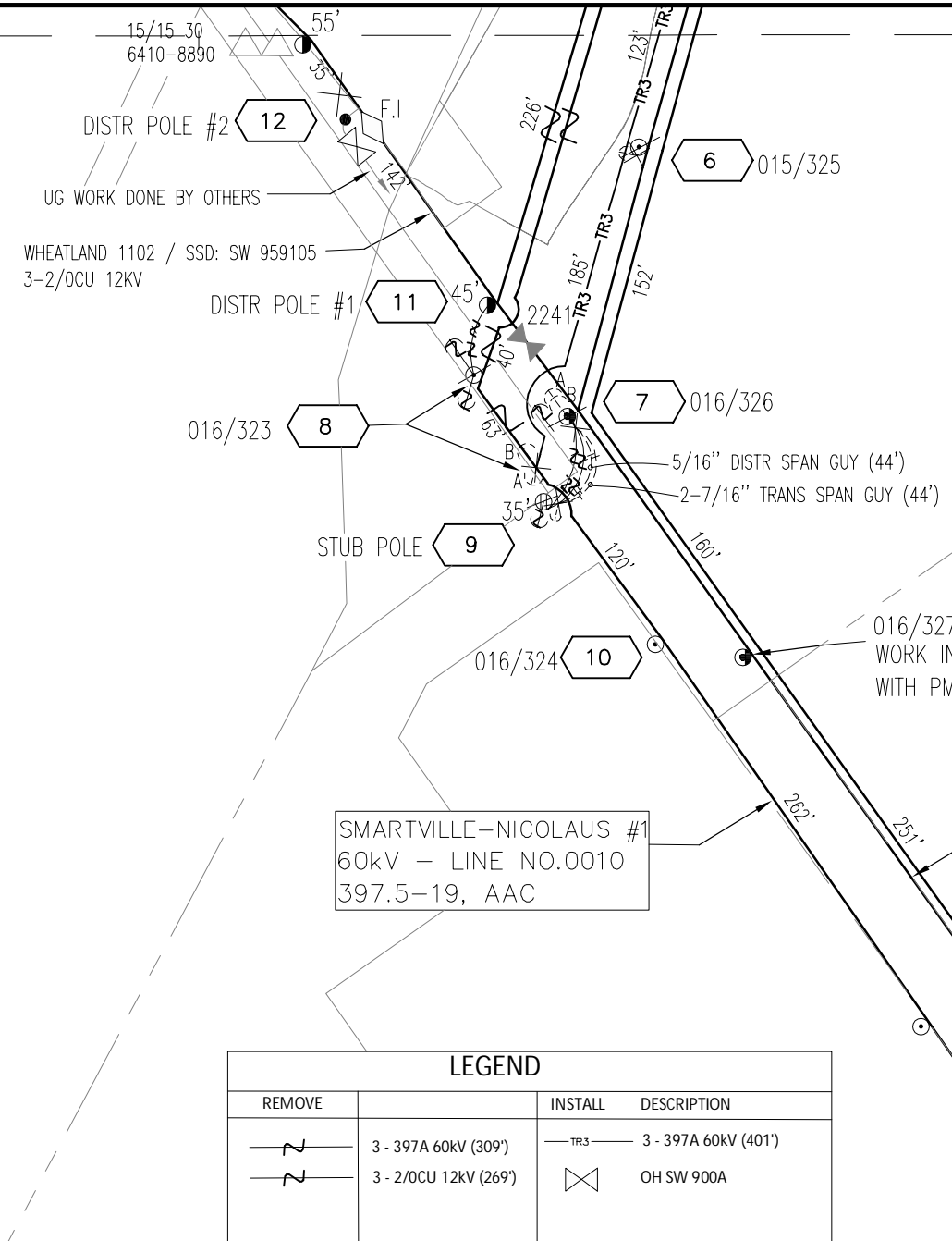
SMARTVILLE-NICOLAUS #1 60kV

POLE RELOCATION-WRO  
YUBA COUNTY

TRANSMISSION VOLTAGE: 60 kV		DISTRIBUTION VOLTAGE: 12 kV	
PEAK WIND: 80	LOADING ZONE: LIGHT	DIST INSULATION DISTRICT: D	DESIGN VOLTAGE: 2
TRANS INSULATION DISTRICT: D	CORROSION AREA: NON	ARRESTER DIST: 2	DIST CIRCUIT ID: WHEATLAND 1104
RAPTOR ZONE: YES	NO ENVIRONMENTAL ISSUES	SOURCE SIDE DEVICE NO: SW 2245	NOTIF: 123111922
CALL before you dig.	FIRE AREA: LRA-TIER 1	JPA: PG240050	DATE: 9/27/2
177		SCALE: 1"=100'	SHEET: 1 of 3
		PM: 74049384	
		916-698-6517	
		209-915-2990	
		559-758-2406	
		SUP: BRIT GAGE	
		DWN: ELMER ZUNIGA	
		CHKD: JEFF STERN	
		EXEMPT EQUIP INSTALL: NO	

Section 5, Item # 5.4

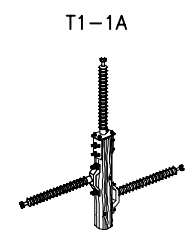
MATCH LINE SHEET 1



SMARTVILLE-NICOLAUS #1  
60kV - LINE NO.0010  
397.5-19, AAC

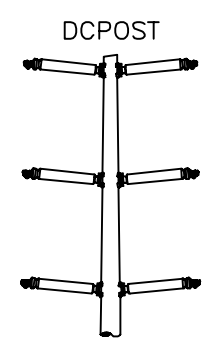
SMARTVILLE-NICOLAUS #2  
60kV - LINE NO.0099/0010  
397.5-19, AAC

LEGEND			
REMOVE		INSTALL	DESCRIPTION
	3 - 397A 60kV (309')		3 - 397A 60kV (401')
	3 - 2/OCU 12kV (269')		OH SW 900A



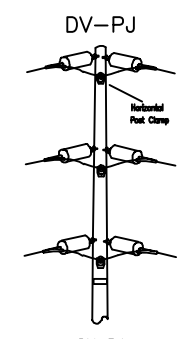
T1, FIG.1A  
DWG. 048873, SHT. 2

10



DOUBLE CIRCUIT  
POST TYPE CONSTRUCTION  
FIG. 2  
DWG. 043621 SHT. 2

6



DV-PJ  
DWG. 015084, SHT. 6  
FIG. 8  
Angles 25° to 45°

7 8

6  
015/325 (SMARTVILLE-NICOLAUS #2)  
55'-3/75'-H1 DCPOST LDSP  
SET 12' DEEP (SET 5' AHEAD)  
DISTR XARM @ 33' FROM POLE TOP  
EXISTING POLE SET 2007  
LAT:39.0072197, LONG:-121.4227666

ANCHOR INFO: LOC6  
5/16" DISTR  
15M  
10'L

7  
016/326 (JOINT) (SMARTVILLE-NICOLAUS #2)  
65'-2/75'-H2 DV-PJ WOOD  
SET 11' DEEP  
SET 8' TOWARDS 016/327-SMARTVILLE-NICOLAUS #2  
TOP DISTR DE CENTER PHASE @ 30.5' FROM POLE TOP  
TOP DISTR DE XARM @ 31' FROM POLE TOP  
LOWER DISTR DE CENTER PHASE @ 33' FROM POLE TOP  
LOWER DISTR DE XARM @ 33.5' FROM POLE TOP  
COMMUNICATION @ 43' FROM POLE TOP  
EXISTING POLE SET 2008  
LAT:39.0067994, LONG:-121.4228915

ANCHOR INFO: LOC7  
A B  
(2)7/16" TRANS 5/16" DISTR  
20M 15M  
18'L 14'L

SPAN GUY INFO: LOC7  
5/16" DISTR SPAN GUY (44')  
2-7/16" TRANS SPAN GUY (44')

9  
STUB POLE  
30'-4/30'-4 WOOD  
SET 6' DEEP  
(SET 24' FROM NEW LOC 8)  
EXISTING POLE SET 1974  
LAT:39.0066824, LONG:-121.4229262

ANCHOR INFO: LOC9 SPAN GUY INFO: LOC9  
7/16" TRANS 5/16" DISTR SPAN GUY (44')  
7/16" DISTR 2-7/16" TRANS SPAN GUY (44')  
20M  
10'L

11  
DISTR POLE #1(JOINT)  
45'-4 WOOD  
\*REMOVE DE XARM  
\*REMOVE SPAN GUY  
LAT:39.0069895, LONG:-121.4230641

8  
016/323 (SMARTVILLE-NICOLAUS #1)  
75'-1/75'-1 DV-PJ WOOD  
SET 9.5' DEEP  
SET 63' TOWARDS 016/34-SMARTVILLE-NICOLAUS #1  
EXISTING POLE SET 1974  
LAT:39.0067380, LONG:-121.4229698

ANCHOR INFO: LOC8  
A B  
(2)7/16" TRANS (2)7/16" TRANS  
20M 20M  
10'L 15'L

10  
016/324 (SMARTVILLE-NICOLAUS #1)  
50'-2 TH WOOD  
\*REFRAME TO T1-1A  
EXISTING POLE SET 1974  
LAT:39.0064637, LONG:-121.4227356

VIBRATION DAMPERS @ 016/324	
DIRECTION	QUANTITY
TRANS AHEAD:	1PER PHASE

12  
DISTR POLE #2(JOINT)  
50'-3 WOOD  
SET 8' DEEP  
\*INSTALL SW  
LAT:39.0073163, LONG:-121.4233558



TRANSMISSION VOLTAGE: 60 kV		DISTRIBUTION VOLTAGE: 12 kV	
PEAK WIND: 80		DIST INSULATION DISTRICT: D	
LOADING ZONE: LIGHT		DESIGN VOLTAGE: 2	
TRANS INSULATION DISTRICT: D		ARRESTER DIST: 2	
CORROSION AREA: NON		DIST CIRCUIT ID: WHEATLAND 1104	
RAPTOR ZONE: YES		SOURCE SIDE DEVICE NO: SW 2245	
NO ENVIRONMENTAL ISSUES		NOTIF: 123111922	
CALL before you dig.		JPA: PG240050	
FIRE AREA: LRA-TIER 1		DATE: 9/27/2	
FUCT: YES		SCALE: 1"=100'	
178		PM: 74049384	
SHEET: 2 of 3		SHEET: 2 of 3	

SMARTVILLE-NICOLAUS #1 60kV

POLE RELOCATION-WRO

YUBA COUNTY

SUP: BRIT GAGE  
DWN: ELMER ZUNIGA  
CHKD: JEFF STERN



## LETTER OF AGREEMENT FOR CUSTOM WORK ESTIMATE OF ACTUAL COST

02/03/2025

Customer Name: CITY OF WHEATLAND  
Billing Address: 111 C STEET, WHEATLAND, CA 95692  
Contact Name: HEIDI PROVENCHER  
Contact Email: HPROVENCHER@DCCM.COM  
Contact Phone Number:

Project Number: A02KD6Y  
Work Order ID: CWO-39306  
Site Location: 2379 JASPER LN, WHEATLAND, CA 95692

AT&T has received a request from you to perform the following work:  
**REALIGN AERIAL CABLE TO NEW PATH AND POLES**

### Estimated Actual Cost Quote

Engineering Labor	\$6,552.06
Construction Labor	\$52,072.02
Contractor Expense	\$0.00
Material Expense	\$3,150.87
Miscellaneous Expense	\$0.00
CIAC	\$16,061.49
Less Credit/Payments	\$10,970.00
<b>Total</b>	<b>\$66,866.44</b>

An advance payment based on the estimated cost of the special construction charges is required before work can begin. At the completion of the project, an additional payment may be required if costs exceed the estimated amount. A refund will be issued if actual costs are less than the estimated amount.

This signed agreement and advance payment **\$66,866.44** must be received at the AT&T address shown below before AT&T will proceed with any work.

This quote is only valid for 60 days from the date of this letter.

## CUSTOM WORK AGREEMENT

Project Number: **A02KD6Y**  
Work Order ID: **CWO-39306**

This Custom Work Agreement ("Agreement") is entered into by and between **CITY OF WHEATLAND** (Customer). And **PACIFIC BELL TELEPHONE COMPANY** (hereafter "AT&T") and hereby agree to following terms and conditions:

- 1 **Tariffs/Guidebooks.** This Agreement is subject to and controlled by the provisions of AT&T's tariffs/guidebooks as applicable and all such revisions to said documents as may be made from time to time.
- 2 **Special Construction.** This Agreement is for the special construction as further described on page 1, attached hereto, and incorporated herein by this reference ("Special Construction"). As consideration for the Special Construction, Customer shall pay to AT&T **\$66,866.44**. Advance payment based on estimated cost is required before work will begin. Payment in full for the remaining balance exceeding the advance payment based on actual costs is required within thirty days after AT&T issues an invoice to the Customer for the Special Construction charges.
- 3 **Price Quote.** The price is guaranteed for 60 days from **02/03/2025**. If the charges are not accepted within 60 days the request will be canceled and a new request will need to be placed. The second estimate may be higher than the price that was originally quoted.
- 4 **Early Termination.** Should Customer terminate or cancel this Agreement prior to the completion of construction, Customer shall remain liable for the Special Construction Charges. Customer acknowledges and agrees AT&T shall incur substantial up-front costs in connection with its performance under this Agreement and that damages in the event of such early termination or cancellation are not readily ascertainable and that in such event of early termination payment of the Special Construction Charges is reasonable. Customer further acknowledges and agrees that it hereby waives any right to contest such payment of the Special Construction Charges for any reason, including, but not limited to reasonableness of the charges, quality of the work, or timeliness of the work.
- 5 **Limitation of Liability.** AT&T's maximum liability arising in, out of or in any way connected to this Agreement shall be as set forth in the tariffs and/or guidebooks, as applicable, and in no event shall exceed Special Construction Charges paid by Customer to AT&T.

- 6 **Changes in Scope of Work.** The parties recognize that this is an 'Actual Cost' contract. "Actual Cost" means that Customer will be provided with a final bill after the completion of all work and agrees to pay that final bill. The final bill will be calculated based on AT&T's billing practices and work performed, which Customer agrees to accept. Customer understands and agrees that the final bill for the Actual Cost may exceed the preliminary cost estimate that has been provided for this work. Consequently, AT&T is not required to provide the Customer with prior notice that the Actual Cost has exceeded the preliminary cost estimate prior to providing the final bill. Further, if the Customer initiates changes in the scope of the work after AT&T has provided the preliminary cost estimate or after executing this contract, the above cost estimate and this contract are null and void. A new cost estimate must be provided based on the new scope of work and a new contract entered. Additionally, if the contractor bid exceeds the estimated contractor costs the applicant will be responsible for additional costs and a change order will be issued for customer approval. Work will not commence until signed change order and additional payment has been received.
- 7 **Changes Due to Field Conditions.** In the event there exists any conditions in the field that differ from those that existed at the time AT&T provided the quote or from the time the Customer executes the contract, AT&T shall bill and Customer shall pay any additional cost. Field conditions that may alter the cost associated with this work include, but are not limited to, conditions that exist below the surface of the ground and could not have been anticipated at the time of the price quote, above ground barriers, Acts of God affecting the progress or sequencing of the work, labor disputes and other conditions or circumstances that AT&T could not have reasonably anticipated at the time the cost estimate was provided. Differing field conditions are but one example of why the Actual Cost may exceed the preliminary cost estimate. Further, items that Customer has agreed to provide in connection with the Special Construction work, such as (but not limited to) providing conduit and/or handholes, must be suitable to AT&T's purposes. If these items are not suitable or AT&T is forced to acquire or provide them, it will result in increased costs that Customer agrees to pay.
- 8 **Customer Obligations.** Customer agrees to provide appropriate easements and/or rights of way, as determined by AT&T, to AT&T for its lines and any facilities necessary for the Special Construction work. Further, Customer agrees to provide and place suitable conduit and handholes for AT&T's use in the Special Construction work. Should Customer not provide these items, Customer understands and agrees that it will result in increased costs above the estimate provided, which Customer agrees to pay.
- 9 **Time to Complete.** Any representation by AT&T, its contractors, or employees that the project will be complete by a certain date or certain time period is strictly an estimate and not binding. All estimated completion dates are subject to changing conditions in the field, changes in the scope of the work, relocation of existing utilities not within AT&T's control, Acts of God, weather delays, labor disputes, contractor disputes, pandemics and other conditions or circumstances could not reasonably anticipate at the time of the estimate.

10 **Indemnification and Hold Harmless.** Both parties, its agents, servants, and employees hereby agree to indemnify and hold harmless each other, and its employees, agents and contractors, from and against any and all claims, costs, expenses, judgments or actions for damage to property or injury or death to persons, and/or arising from or relating to the work that is the subject of this agreement, to the extent any such claims are caused by the negligent acts or omissions of both parties, its agents, servants, or employees.

11 **Miscellaneous.**

- A. Counterparts. This Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed to be an original, but all of which when taken together shall constitute one and the same instrument.
- B. Effect of Waiver. No consent or waiver, express or implied shall be deemed a consent to or waiver of any other breach of the same or any other covenant, condition, or duty.
- C. Headings. The headings, captions, and arrangements used in this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- D. Interpretation. The parties agree that this Agreement shall not be interpreted in favor or against either any party. The parties further agree that they entered into this Agreement after conferring with legal counsel, or after having a reasonable opportunity to confer with legal counsel.
- E. Applicable Law. This Agreement shall be governed and interpreted in accordance with the laws of the state that the work site location is located without regard to that state conflict of law principles.
- F. Attorneys' Fees. If either party materially breaches this Agreement and should the non-breaching party seek to enforce it rights through legal action, the prevailing party shall recover from the other party all costs and expenses incurred, including, but not limited to, reasonable attorneys' fees.
- G. Authority. The signatories to this Agreement represent and warrant that they are duly authorized to execute this Agreement.
- H. No Precedent. Except for the matters resolved and released herein, this Agreement is of no value and shall not be considered precedent for resolving any dispute that may arise in the future.
- I. Severability. Any provision of this Agreement held by a court of competent jurisdiction to be invalid or unenforceable shall not impair or invalidate the remainder of this Agreement and the effect thereof shall be confined to the provision so held to be invalid or unenforceable.
- J. Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of the parties and their respective successors and assigns.

12 **California Only.** If the Special Construction is located in California, the parties agree that in accordance with CPUC decision 87-09-026, the taxes attributable to state and federal income may be assessed against this Special Construction and shall be paid for by Customer.

13 **Final Agreement.** THIS AGREEMENT REPRESENTS THE ENTIRE AND FINAL EXPRESSION OF THE PARTIES WITH RESPECT TO THE SUBJECT MATTER HEREOF. EXCEPT AS PROVIDED HEREIN, THIS AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES; THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.



IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representative on the dates set below. This quote is only valid for **60** days from the date of this letter.

Project Number: **A02KD6Y**  
Work Order ID: **CWO-39306**  
Date Quote Expires: **04/05/2025**

AT&T Design Engineer: **DEAN THOMAS II**  
AT&T Engineer Email: **GT7416@att.com**

Please send check payable to AT&T CWO along with signed agreement to:  
14575 PRESIDIO SQUARE BLVD, FLOOR 1, ROOM 111, HOUSTON, TX 77083

ACCEPTED FOR CUSTOMER:

ACCEPTED FOR AT&T:

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_



April 3, 2025  
Project: 0781817

CITY OF WHEATLAND

RE: Proposed Construction of Four Hundred Ninety Two Feet (492') Of Underground Pipeline Encroachment And Two (2) Underground Pipeline Crossings Consisting Of An Eighteen Inch (18") HDPE Pipe Encased In A Twenty Four Inch (24") Steel Casing For Transporting And Conveying Sanitary Sewer Force Main Only Between Mile Posts 131.05 and 131.22 on the Valley Subdivision (Industry Track 740) and Industry Track Opp. Valley Subdivision at or near Wheatland, Yuba County, California.

Attached is an original of the agreement covering your use of the Railroad Company's right of way. **Review and return the partially executed agreement via email.**

Payment, with Project No. 0781817 referenced, in the amount of **Sixty Six Thousand Nine Hundred Eighty (\$66,980.00)** is due and payable to Union Pacific Railroad Company upon your execution of the agreement. If you require formal billing, you may consider this letter as a formal bill. In compliance with the Internal Revenue Service's new policy regarding their Form 1099, I certify that 946001323 is this Corporation's correct Federal Taxpayer Identification Number.

**Send Electronic Payments to:**

Name: Bank of America, Dallas, TX  
Union Pacific Account = 3752021457

- ACH Routing Number = 1110-0001-2
- Wire Routing Number = 026009593

**Mail Checks to:**

Union Pacific Railroad Company  
12567 Collection Center Drive  
Chicago, IL 60693

- **CHECKS ONLY – NO AGREEMENTS**

**UP does not currently offer a credit card option for these payments.**

Railroad Protective Liability Insurance (RPLI) may be obtained from any insurance company which offers such coverage. Union Pacific has also worked with a national broker, Marsh USA, to make available RPLI to you or your contractor. You can find additional information, premium quotes, and application forms at ([uprr.marsh.com](http://uprr.marsh.com)).

If we have not received the executed document within six months from the date of this letter, this proposed offer of an agreement is withdrawn and becomes null and void.

After final approval and processing, the fully-executed agreement will be returned to you via email with instructions for coordinating your work. In no event should you begin work until you have received your counterpart of the fully-executed agreement.

If you have any questions, please contact me at [ksjones@up.com](mailto:ksjones@up.com).

Sincerely,

Kris Jones  
*Manager II Real Estate - Contracts*

Pipeline Encroachment 052118  
 Last Modified: 07/02/2018  
 Form Approved, AVP-Law

Project No. 0781817

## LONGITUDINAL AND CROSSING PIPELINE AGREEMENT

Between Mile Posts 131.05 and 131.22, Valley Subdivision (Industry Track 740) and  
 Industry Track Opp. Valley Subdivision  
 Location: Wheatland, Yuba County, California

**THIS AGREEMENT (“Agreement”)** is made and entered into as of April 3, 2025, (“Effective Date”) by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, (“Licensor”) and **CITY OF WHEATLAND**, to be addressed at 111 C Street, Wheatland, California 95692 (“Licensee”).

**IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:**

### **Article 1.      LICENSOR GRANTS RIGHT.**

A. In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate four hundred ninety two feet (492') of underground pipeline encroachment and two (2) underground pipeline crossings consisting of an eighteen inch (18") HDPE pipe encased in a twenty four inch (24") steel casing for transporting and conveying sanitary sewer force main only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor’s real property, trackage, or other facilities located in Wheatland, Yuba County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated February 12, 2025, attached hereto as **Exhibit A-1, Exhibit A-2 and Exhibit A-3** and made a part hereof.

B. Licensee represents and warrants that Licensee's Facilities will (i) only be used for four hundred ninety two feet (492') of underground pipeline encroachment and two (2) underground pipeline crossings consisting of an eighteen inch (18") HDPE pipe encased in a twenty four inch (24") steel casing for transporting and conveying sanitary sewer force main, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

C. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A-1, Exhibit A-2 and Exhibit A-3**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

### **Article 2.      LICENSE FEE.**

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of Sixty Six Thousand Nine Hundred Eighty Dollars (\$66,980.00).

**Article 3. TERM.**

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

**Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.**

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

**Article 5. INSURANCE.**

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

**Article 6. DEFINITION OF LICENSEE.**

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

**Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.**

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

**Article 8. WAIVER OF BREACH.**

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

**Article 9. ASSIGNMENT.**

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void

and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

**Article 10. SEVERABILITY.**

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

**Article 11. NOTICES.**

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company  
Attn: Analyst – Real Estate Utilities (Project No. 0781817)  
1400 Douglas Street, MS 1690  
Omaha, Nebraska 68179

If to Licensee: CITY OF WHEATLAND  
111 C Street  
Wheatland, California 95692

**Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.**

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

**Railpros Field Services**  
**Email: [RP.Utility@railpros.com](mailto:RP.Utility@railpros.com)**  
**Phone (682)223-5271**

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**

**CITY OF WHEATLAND**

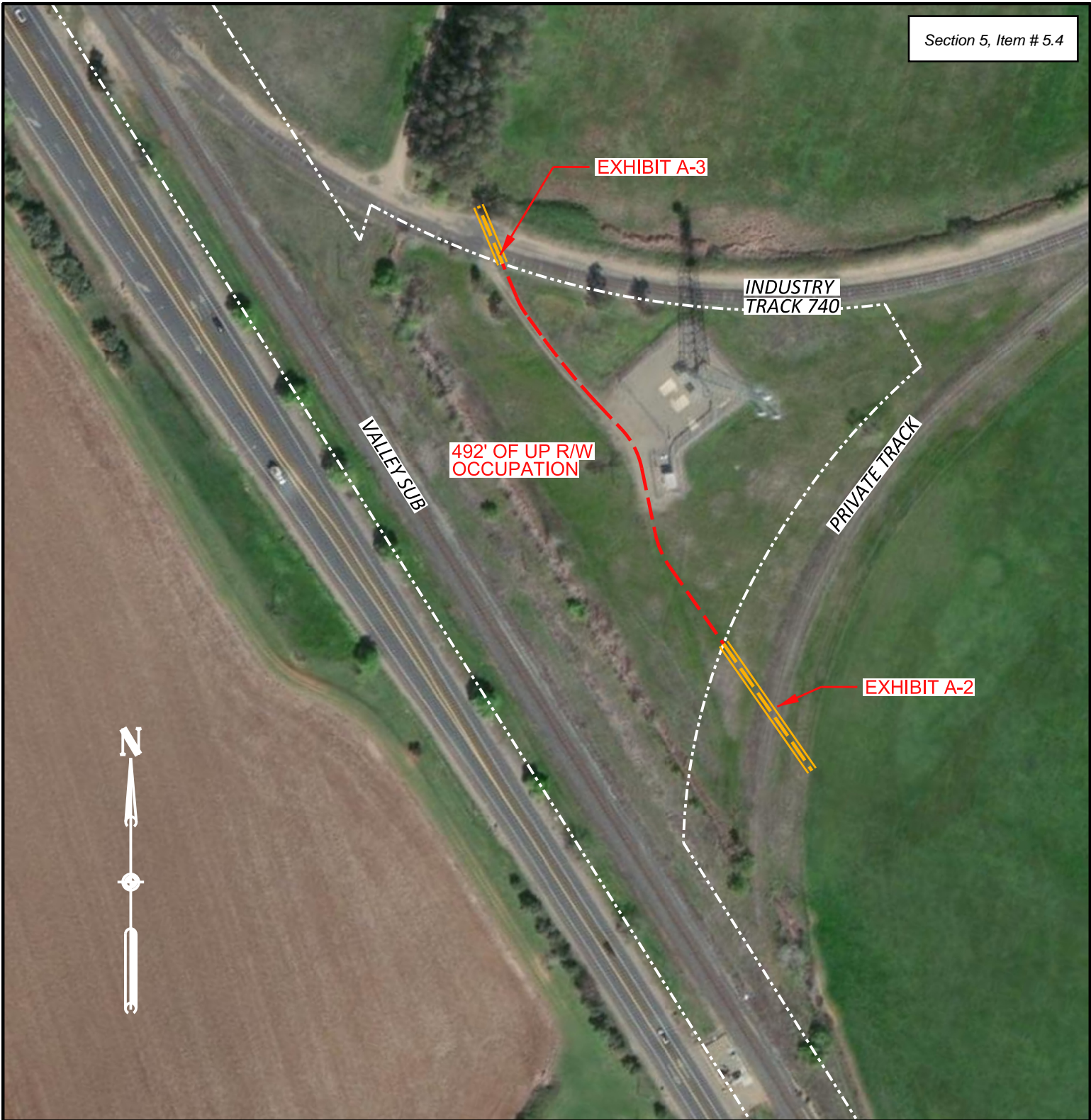
By: \_\_\_\_\_

By: \_\_\_\_\_

Jim Hild  
*Director Real Estate - Contracts*

Name Printed: \_\_\_\_\_

Title: \_\_\_\_\_



**LEGEND:**

- PIPELINE ENCROACHMENT ..... - - - - -
- PIPELINE CROSSING (OUTSIDE UP R/W)..... = = = = =
- UPRCO. R/W OUTLINED ..... - - - - -

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.

EXHIBIT "A-1"

UNION PACIFIC RAILROAD COMPANY

WHEATLAND, YUBA COUNTY, CA

M.P. 131.22 - VALLEY SUB (IND TRACK 740)

SP V-115 / 7

SCALE: 1" = 150'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 2/12/2025

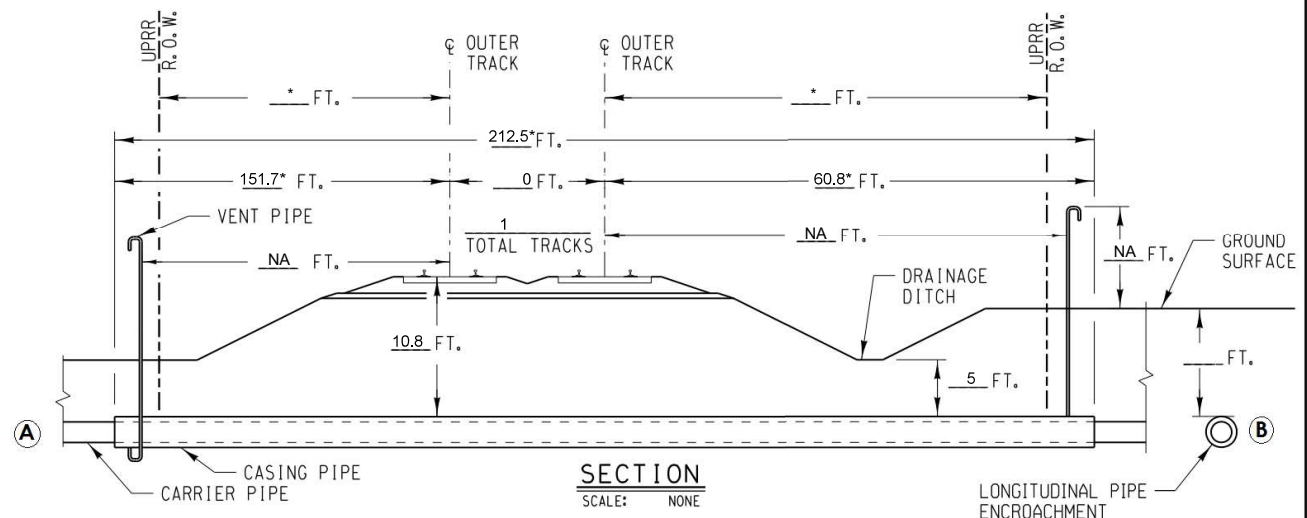
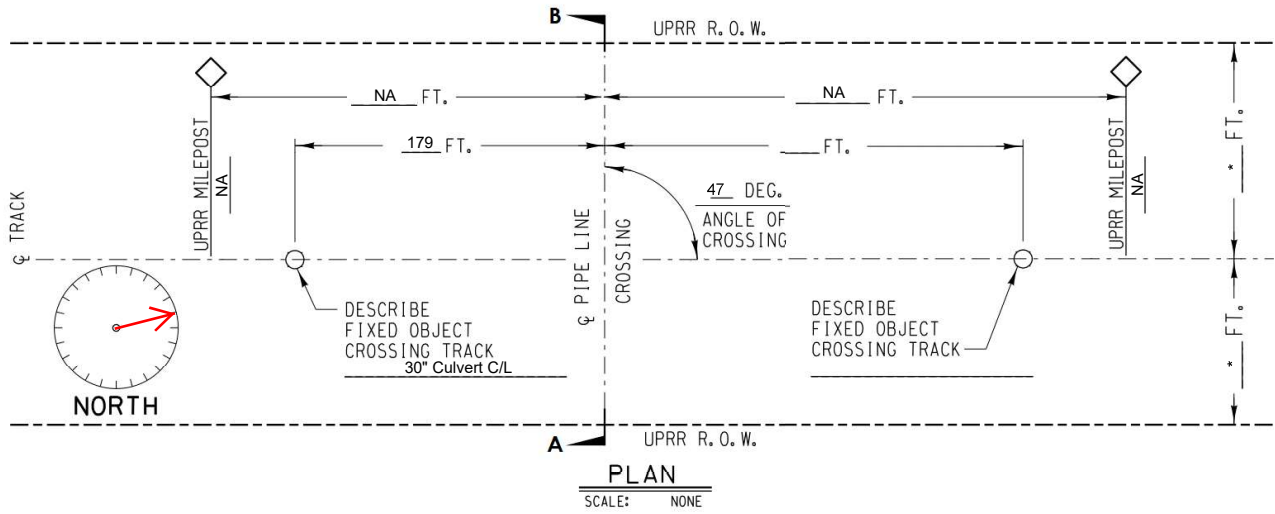
JDB FILE: 3309-44

CADD FILENAME 0330944.dgn

SCAN FILENAME X

# NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



NOTES: \*These are along the casing measurements rather than perpendicularly from track C/L measurements.\*  
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL HDPE. IF RCP, CLASS V? NA.  
 COMMODITY TO BE CONVEYED SANITARY SEWER FORCE MAIN  
 OPERATIONAL PRESSURE 36 PSI. MAOP 58 PSI.  
 WALL THICKNESS (INCH)/ SCHEDULE DR 17. DIAMETER 18 IN.  
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.  
 TOTAL LENGTH CASING PIPE: 212.5 FT.  
 WALL THICKNESS 0.4375 IN. DIAMETER 24 IN.  
 CATHODIC/COATING PROTECTION NO  
 CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 151.7 AND 60.8.



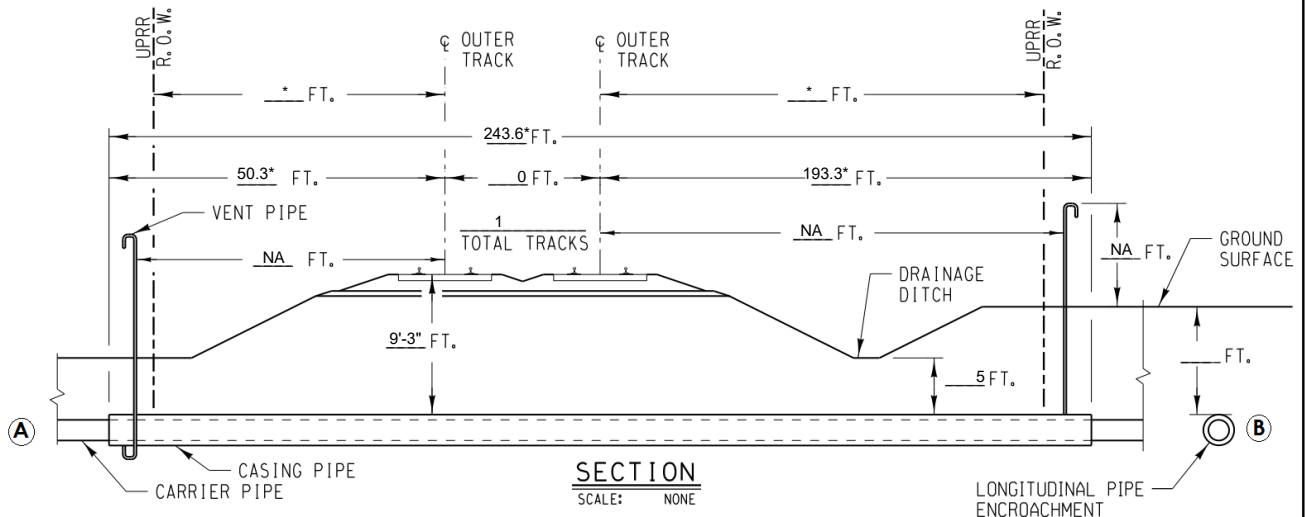
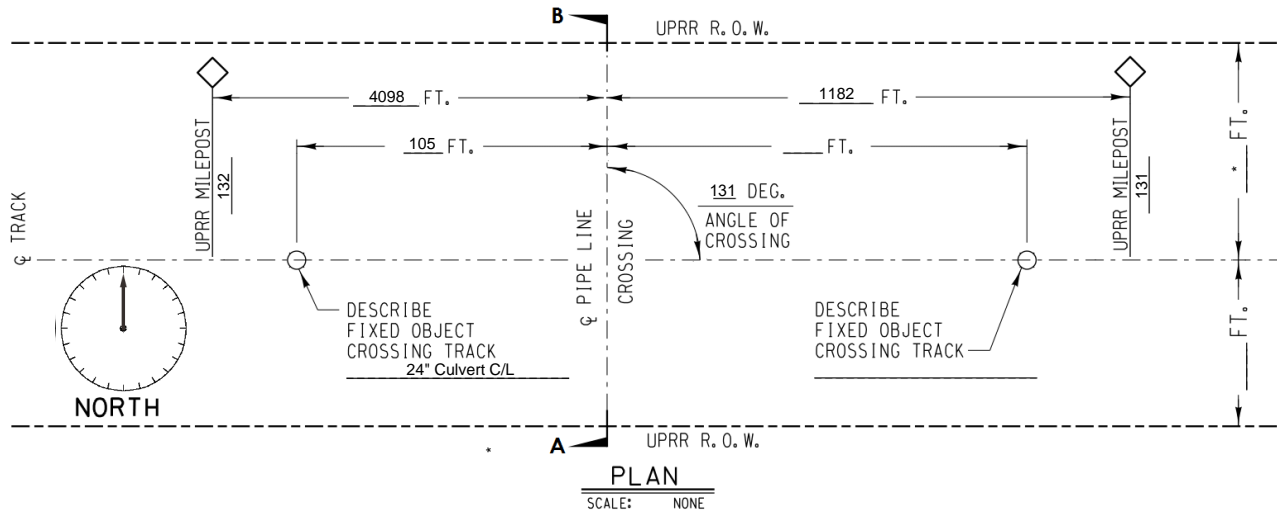
**BUILDING AMERICA®**

**EXHIBIT "A"-2**

SUBDIVISION: <u>Industry Track Opp. Valley Sub.</u>	
TRACK TYPE: <u>MAINLINE</u>	
M.P.: <u>Opp. 131.05</u>	LAT.: <u>39.038087</u>
E.S.M.: <u>5+85 ±</u>	LONG.: <u>-121.466540</u>
NEAREST CITY: <u>WHEATLAND</u>	COUNTY: <u>YUBA</u>
STATE: <u>CA</u>	
APPLICANT: <u>CITY OF WHEATLAND</u>	
FILE NO.: <u>0330944</u>	DATE: <u>2/12/2025</u>

# NON-FLAMMABLE LIQUID PIPELINE

- CROSSING
- ENCROACHMENT
- BOTH



NOTES: \*These are along the casing measurements rather than perpendicularly from track C/L measurements.\*  
 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK  
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
- B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT \_\_\_\_\_
- C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
- D) CARRIER MATERIAL HDPE. IF RCP, CLASS V? NA.  
 COMMODITY TO BE CONVEYED SANITARY SEWER FORCE MAIN  
 OPERATIONAL PRESSURE 36 PSI. MAOP 58 PSI.  
 WALL THICKNESS (INCH)/ SCHEDULE DR17. DIAMETER 18 IN.  
 CATHODIC/COATING PROTECTION NO
- E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.  
 TOTAL LENGTH CASING PIPE: 243.6 FT.  
 WALL THICKNESS 0.4375 IN. DIAMETER 24 IN.  
 CATHODIC/COATING PROTECTION NO  
 CASING PIPE IS OPEN AT THE ENDS.
- F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 50.3 AND 193.3.



**BUILDING AMERICA®**

**EXHIBIT "A" 3**

SUBDIVISION: <u>Valley Sub. (Industry Track 740)</u>	
TRACK TYPE: <u>MAINLINE</u>	
M.P.: <u>131.22</u>	LAT.: <u>39.039453</u>
E.S.M.: <u>6+12 ±</u>	LONG.: <u>-121.467908</u>
NEAREST CITY: <u>WHEATLAND</u>	COUNTY: <u>YUBA</u> STATE: <u>CA</u>
APPLICANT: <u>CITY OF WHEATLAND</u>	
FILE NO.: <u>0330944</u>	DATE: <u>2/12/2025</u>

**EXHIBIT B****GENERAL TERMS AND CONDITIONS****Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.**

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensor to use and maintain its entire property including the right and power of Licensor to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensor without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensor to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

**Section 2. ENGINEERING REQUIREMENTS; PERMITS.**

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensor's satisfaction and in strict conformity with: (i) Licensor's current engineering standards and specifications, including those for shoring and cribbing to protect Licensor's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensor's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensor, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

**Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.**

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensor's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensor's approval, Licensee shall contact both of Licensor's field representatives ("Licensor's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensor has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensor's Response Management Communications Center at (888) 877-7267.

#### **Section 4. FLAGGING.**

A. Following Licensee's notice to Licensor's Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensor shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensor will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensor, including but not limited to flagging, Licensor shall bill Licensee for such expenses incurred by Licensor, unless Licensor and a federal, state, or local governmental entity have agreed that Licensor is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensor and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensor performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensor and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensor will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensor is required to pay the flaggers and which could not reasonably be avoided by Licensor by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensor to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensor a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensor if flagging services are needed again after such five day cessation notice has been given to Licensor.

## **Section 5.     SAFETY.**

A.     Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensor's then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B.     Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C.     Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D.     Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIAS" Section of this **Exhibit**

E.     Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F.     Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

## **Section 6.     PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIAS" Section of this **Exhibit B**, Licensee shall complete the required form at [up.com/CBUD](http://up.com/CBUD) to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

**Section 7. LICENSEE'S PAYMENT OF EXPENSES.**

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

**Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.**

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

**Section 9. RESTORATION OF RAILROAD PROPERTY.**

In the event Licensee, in any manner moves or disturbs any property of Licensor in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost

and expense, restore Licensor's property to the same condition as the same were before such property was moved or disturbed.

**Section 10. INDEMNITY.**

A. Definitions. As used in this Section:

1. "Licensor" includes Licensor, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licensor from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licensor, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licensor, or any property in the care, custody, or control of Licensee or Licensor;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;
6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;

7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

**Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.**

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been

restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

## EXHIBIT C

### INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licensor only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licensor's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

### **Other Requirements**

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licensor as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licensor as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licensor and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licensor or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licensor from Licensee or any third party will not be limited by the amount of the required insurance coverage.



# City Council Meeting Staff Report

Meeting Date: June 10, 2025

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

**Prepared By:** Dane Schilling – City Engineer  
Heidi Provencher – Coastland Engineering

**Recommendation:** Staff recommends that the Wheatland City Council consider the adoption of a resolution 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 (RHMA) revenues.

**Discussion:** On April 28, 2017, State Senate Bill 1 (SB1), also known as the Road Repair and Accountability Act of 2017 (RMRA), was signed into a law by Governor Brown. SB1 established the RMRA to address deferred maintenance on the state highway system, and local street and road systems. RMRA funds are available to cities and counties for basic road maintenance, rehabilitation, and critical safety projects that may include, but are not limited to, the following:

- Road Maintenance and Rehabilitation
- Safety Projects
- Railroad Grade Separations
- Complete Street Components (including active transportation purposes, pedestrian and bicycle safety project, drainage and stormwater capture in conjunction with any other allowable project).
- Traffic Control Devices

On February 22, 2022, the City adopted its first Pavement Management Program which provides guidance on how best to apply limited street maintenance funding. The Pavement Management Program lists SB1 funds as one of several sources of street maintenance funding.

SB1 requires cities to adopt, by resolution, a list of projects proposed to receive funding from the RMRA prior to a given fiscal year. The following list represents the staff’s current plan and intent for expenditure of the SB1 funds. City Council may choose to modify or alter the list at anytime by resolution. The City is required to report on the selected projects to the California Transportation Commission by June 30<sup>th</sup> each year.

In FY2024-25, the capital street maintenance project crack sealed streets within the City. This project extended the life of pavements in good condition by 7+ years. Crack sealing was accomplished by City staff with rented equipment at the following locations:

**Streets Crack Sealed in FY2024-25**

- McDevitt Drive from Wheatland Park Drive to State Route 65.
- Stineman Court beginning at the cul-de-sac and ending at McDevitt Drive.
- Hamon Court beginning at cul-de-sac and ending at McDevitt Drive.
- Bowers Way beginning at cul-de-sac and ending Griffith Way.
- Nichols Road from Spenceville Road to Cyrus Dam Road.
- Cyrus Dam Road from Nichols Road to Brock Drive.

**Fiscal Year 2025-26** The following is a list of potential SB1 funded projects for Fiscal Year 2025-26:

**1. Wheatland Road Complete Streets**

- a. Description: Contribute to local match to federal aid funds for PA&ED phase of a project to add sidewalks and bike lanes to complete the pedestrian and cyclist corridor, and rehabilitation of existing pavement.
- b. Location: Wheatland Road from Hwy-65 to Oakley Lane
- c. Estimated Useful Life of Project: 20+ years.
- d. Estimated PA&ED Phase to begin in FY22024-25 though FY 2026-27
- e. Estimated Year of Construction: FY2027-28.
- f. Estimated SB1 Funds to be Used: \$30,000

**2. Street Resurfacing**

- a. Description: Replace pedestrian ramps as needed, micro-surface and dig-outs as needed, apply Type 2 slurry seal or chip and slurry seal, and pavement markings.
- b. Location:
  - i. McDevitt Drive begin at Wheatland Park Drive and end at Bowers Way.
  - ii. McDevitt Drive begin at Bowers Way and end at State Route 65.
  - iii. Stineman Court begin at cul-de-sac and end at McDevitt Drive.
  - iv. Hamon Court begin at cul-de-sac and end at McDevitt Drive.
  - v. Bowers Way begin at cul-de-sac and end at Griffith Way.
  - vi. Nichols Road begin at Spenceville Road and end at Meadow Way.
  - vii. Nichols Road begin at Meadow Way and end at Cyrus Dam Road.
  - viii. Cyrus Dam Road begin at Nichols Road and end at Carney Circle.
  - ix. Cyrus Dam Road begin at Carney Circle and end at Brock Drive.
- c. Estimated Useful Life of Project: 10+ years.
- d. Estimated Year of Construction: FY2025-26.
- e. Estimated SB1 Funds to be Used: \$350,000

Unexpended SB1 funds may be rolled-over and accumulated for use in future years. These projects are intended to improve and maintain the quality of the roadways and ensure that the City’s local road network continues to meet the needs of the community.

**Alternatives:**

- 1. Decline to adopt the proposed resolution.
- 2. Provide staff with alternative projects to apply SB1 funds to.

**Fiscal Impact:** It is estimated that the City will receive \$113,140 in SB1/RMRA funding in Fiscal Year 2025-26 which would bring the available fund balance to approximately \$459,224. SB1 funds would be used in addition to other regular sources such as Gas Tax revenues and any special funding sources or opportunities that may arise. Staff will continue to pursue grant opportunities as well to leverage SB1 funding.

**Attachment:**

Resolution

**RESOLUTION NO. XX-25**

**RESOLUTION TO APPROVE LIST OF PROJECTS FUNDED BY  
SB1 THE ROAD REPAIR AND ACCOUNTABILITY ACT IN FISCAL YEAR 2025-26**

**WHEREAS**, Senate Bill 1 (SB1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017, in order to address the significant multi-modal transportation funding shortfalls statewide; and

**WHEREAS**, SB1 includes accountability and transparency provisions that will ensure the residents of our City of Wheatland are aware of the projects proposed for funding in our community and which projects are in progress or have been completed each fiscal year; and

**WHEREAS**, the City of Wheatland must adopt by resolution a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

**WHEREAS**, the City of Wheatland, will receive an estimated \$113,140 in RMRA revenue in Fiscal Year 2025-26; and

**WHEREAS**, the City of Wheatland prepared Pavement Management System (PMP) and used it to develop the SB1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community's priorities for transportation investment; and

**WHEREAS**, the funding from SB1 will help the City of Wheatland maintain and rehabilitate its streets/roads, and add active transportation infrastructure in the City; and

**WHEREAS**, the previously proposed and adopted projects may also utilize Fiscal Year 2025-26 Road Maintenance and Rehabilitation Account revenues in their delivery. With the relisting of these projects in the adopted fiscal year resolution, the City of Wheatland is reaffirming to the public and the State our intent to fund these projects with Road Maintenance and Rehabilitation Account revenues.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** the City Council of City of Wheatland, State of California, hereby approves the following list of projects that may be funded in Fiscal Year 2025-26 in whole or in part with Road Maintenance and Rehabilitation Account revenues:

**1. Wheatland Road Complete Streets**

- a. Description: Contribute to local match to federal aid funds for PA&ED phase of a project to add sidewalks and bike lanes to complete the pedestrian and cyclist corridor, and rehabilitation of existing pavement.
- b. Location: Wheatland Road from Hwy-65 to Oakley Lane
- c. Estimated Useful Life of Project: 20+ years.
- d. Estimated PA&ED Phase FY22024-25 though FY 2026-27
- e. Estimated Year of Construction: FY2027-28.
- f. Estimated SB1 Funds to be Used: \$30,000

**2. Street Resurfacing**

- a. Description: Replace pedestrian ramps as needed, micro-surface and dig-outs as needed, apply Type 2 slurry seal or chip and slurry seal, and pavement markings.
- b. Location:
  - i. McDevitt Drive begin at Wheatland Park Drive and end at Bowers Way.
  - ii. McDevitt Drive begin at Bowers Way and end at State Route 65.
  - iii. Stineman Court begin at cul-de-sac and end at McDevitt Drive.
  - iv. Hamon Court begin at cul-de-sac and end at McDevitt Drive.
  - v. Bowers Way begin at cul-de-sac and end at Griffith Way.
  - vi. Nichols Road begin at Spenceville Road and end at Meadow Way.
  - vii. Nichols Road begin at Meadow Way and end at Cyrus Dam Road.
  - viii. Cyrus Dam Road begin at Nichols Road and end at Carney Circle.
  - ix. Cyrus Dam Road begin at Carney Circle and end at Brock Drive.
- c. Estimated Useful Life of Project: 10+ years.
- d. Estimated Year of Construction: FY2025-26.
- e. Estimated SB1 Funds to be Used: \$350,000

**PASSED AND ADOPTED** by the City Council of City of Wheatland, State of California this 10<sup>th</sup> day of June 2025, by the following vote:

AYES:  
 NOES:  
 ABSTAIN:  
 ABSENT:

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Angela Teter, Mayor

ATTEST:

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Lisa Thomason, City Clerk



# CITY COUNCIL MEETING STAFF REPORT June 10, 2025

**SUBJECT:** Council discussion and consideration to adopt Resolution No. 21-25 approving the project plans and authorizing the City Manager to advertise the City of Wheatland 2025 Pavement Maintenance Project for bids.

**PREPARED BY:** Dane H. Schilling – City Engineer  
Heidi Provencher – Coastland | DCCM

### Recommendation

Staff recommends adoption of Resolution No. 21-25 approving the plans and authorizing the City Manager to advertise the 2025 Pavement Maintenance Project for bids.

### 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 a framework for the execution of maintenance efforts.

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

The Project will include Type II polymer modified slurry sealing over existing pavements, new pavement markings, and new pedestrian ramps on up to six of the streets listed. The Project will also include slurry sealing and pavement marking within the City Hall/Community Center parking lot. Existing parallel pavement markings on C Street will be removed and repainted to provide longer parking spaces. See attached Project Plans.

The Project will include the following streets:

- McDevitt Drive between Wheatland Park Drive and State Route 65
- Bowers Way between the cul-de-sac and Griffith Way
- Nichols Road from Spenceville Road to Cyrus Dam Road
- Cyrus Dam Road between Nichols Road and end at Brock Drive

The Project may include two Bid Alternative locations as budget allows:

- Stineman Court between the cul-de-sac and end at McDevitt Drive (Bid Alternate 1)
- Hamon Court between the cul-de-sac and McDevitt Drive (Bid Alternate 2)

The City Engineer has directed the preparation of plans, specifications and bid documents in order to publicly bid the Project. Project plans are attached to this report. Specifications and cost estimate are available upon request. The City Engineer is recommending the City Council approve the documents and

authorize the City Manager to advertise the Project for public bidding. If the bids received are reasonable, Staff would bring a construction contract to the City Council for award of contract as early as July 22<sup>nd</sup>.

Staff has determined that since this is a road maintenance project contained within the footprint of existing city streets, no significant environmental impacts are likely to occur as a result of this project and therefore the project is categorically exempt under CEQA.

**Alternatives**

Alternatively, the City Council may choose not to approve the plans or authorize the bidding of the Project or modify the scope of the Project.

**Fiscal Impact**

The current estimate of project costs are given in the table below.

**2025 Pavement Maintenance Project Estimate**

<b>Item</b>	<b>Estimated Costs</b>
Project Management & City Engineer	\$9,000
Engineering	\$26,000
Construction	\$440,000
Construction Management & Inspection	\$20,000
<b>Total</b>	<b>\$495,000</b>

The current estimate of funding sources, fund balances and estimated remaining balances are given in the table below.

**2025 Pavement Maintenance Project Funding**

<b>Source</b>	<b>Amount</b>
Road Maintenance and Rehabilitation Act (SB1) Funds	\$410,000
Transportation Development Act (TDA) Funds	\$60,000
CIRA Insurance Flexible Funds	\$25,000
<b>Total</b>	<b>\$495,000</b>

**Attachments**

- 1. Resolution
- 2. Project Plans

**RESOLUTION NO. 21-25**

**RESOLUTION APPROVING THE PROJECT PLANS AND AUTHORIZING  
THE CITY MANAGER TO ADVERTISE THE CITY OF WHEATLAND  
2025 PAVEMENT MAINTENANCE PROJECT FOR BIDS**

**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**, City staff proposes that the 2025 Pavement Maintenance Project (“Project”) include the following: resurfacing portions of McDevitt Drive, Bowers Way, Nichols Road and Cyrus Dam Road, replace all pavement markings, construct new pedestrian ramps, and other associated work; slurry seal the City Hall/Community Center parking lot and replace all pavement markings; and remove and replace existing parallel pavement markings on C Street in front of the City Hall and the Community Center; and

**WHEREAS**, Project may also include, as funding allows, slurry sealing and pavement markings on portions of Stineman Court (Bid Alternate 1) and Hamon Court (Bid Alternate 2) as bid alternatives; and

**WHEREAS**, the Project will be funded with \$410,000.00 of RMRA/SB1 funds, \$60,000 in Transit Development Act (TDA) funds, and \$25,000 in CIRA Insurance flexible funds; and

**WHEREAS**, the City Engineer has directed and overseen the preparation of plans, specifications and bid documents in order to publicly bid the Project, and has recommended City Council approve the documents and authorize the City Manager to solicit bids for the Project; and

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of City of Wheatland, State of California, the project plans, specifications and bid documents are hereby approved, and the City Manager is hereby authorized to solicit bids for the 2025 Pavement Maintenance Project and bring the bid results back to the City Council at a future meeting.

**PASSED AND ADOPTED** by the City Council of City of Wheatland, State of California this 10<sup>th</sup> day of June 2025, by the following vote:

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

\_\_\_\_\_  
Angela Teeter, Mayor

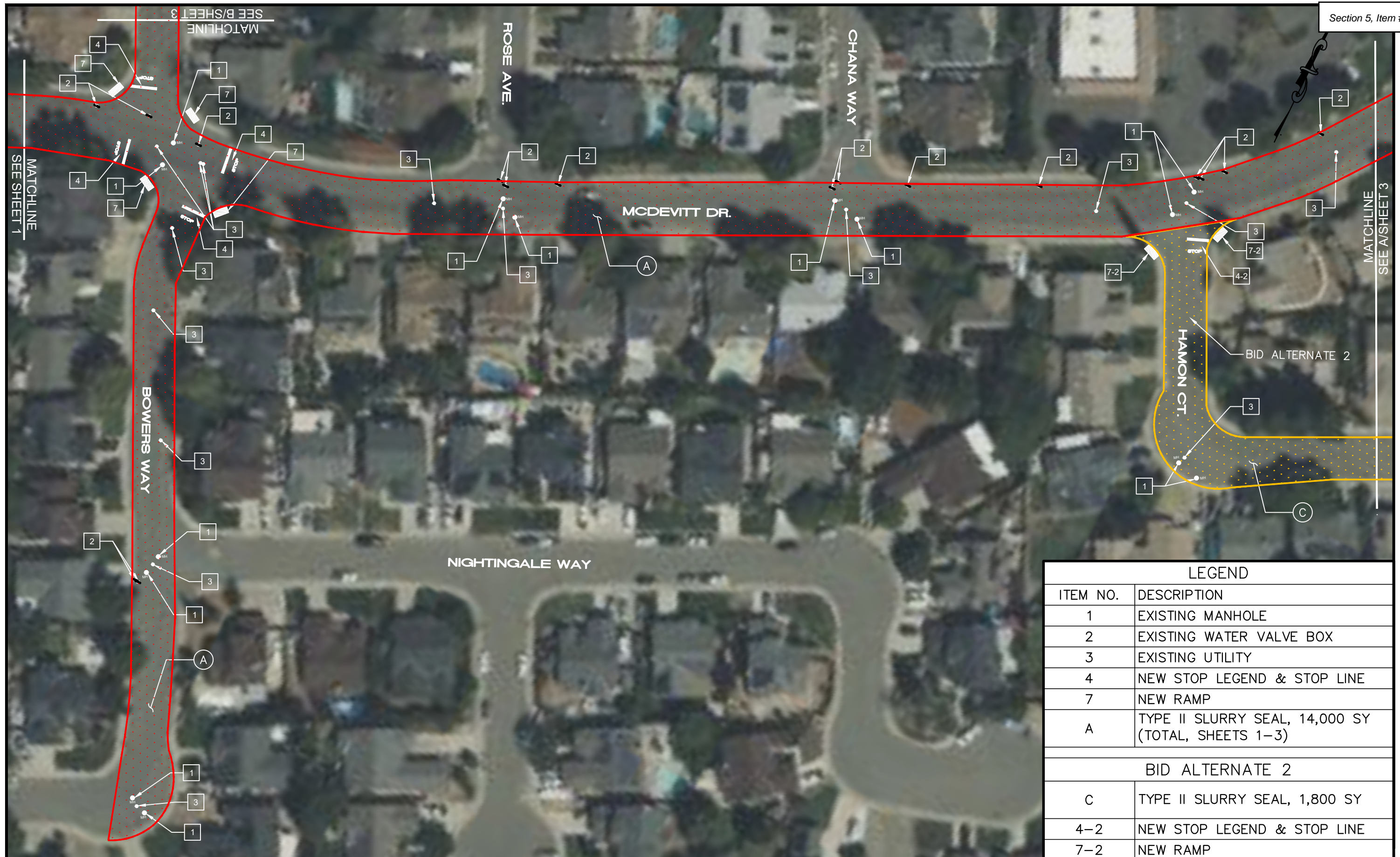
ATTEST:

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





LEGEND	
ITEM NO.	DESCRIPTION
1	EXISTING MANHOLE
2	EXISTING WATER VALVE BOX
3	EXISTING UTILITY
4	NEW STOP LEGEND & STOP LINE
5	NEW PED XING LEGEND
6	NEW CROSSWALK STRIPING
7	NEW RAMP
A	TYPE II SLURRY SEAL, 14,000 SY (TOTAL, SHEETS 1-3)
BID ALTERNATE 1	
B	TYPE II SLURRY SEAL, 1,100 SY
7-1	NEW RAMP



LEGEND	
ITEM NO.	DESCRIPTION
1	EXISTING MANHOLE
2	EXISTING WATER VALVE BOX
3	EXISTING UTILITY
4	NEW STOP LEGEND & STOP LINE
7	NEW RAMP
A	TYPE II SLURRY SEAL, 14,000 SY (TOTAL, SHEETS 1-3)
BID ALTERNATE 2	
C	TYPE II SLURRY SEAL, 1,800 SY
4-2	NEW STOP LEGEND & STOP LINE
7-2	NEW RAMP



EXHIBIT A



EXHIBIT B

LEGEND	
ITEM NO.	DESCRIPTION
1	EXISTING MANHOLE
2	EXISTING WATER VALVE BOX
3	EXISTING UTILITY
A	TYPE II SLURRY SEAL, 14,000 SY (TOTAL, SHEETS 1-3)

BID ALTERNATE 2	
C	TYPE II SLURRY SEAL, 1,800 SY

04/29/25	
NTS	
3 OF 5	

CITY OF WHEATLAND	
2025 PAVEMENT MAINTENANCE PROJECT	

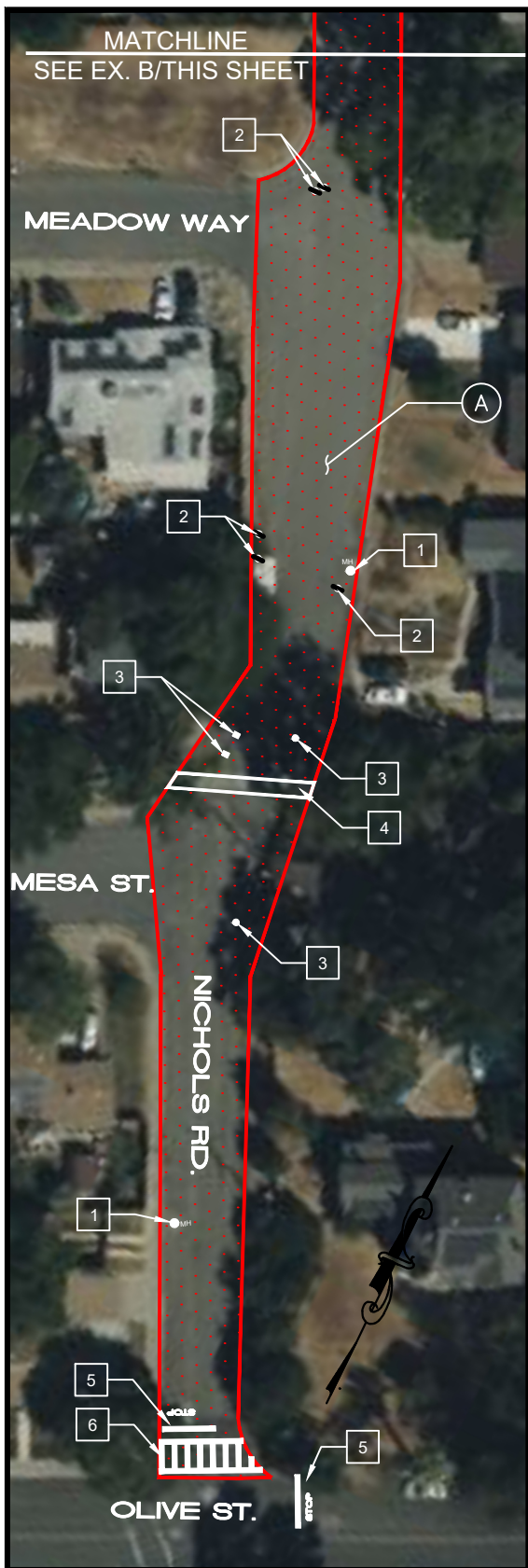


EXHIBIT A



EXHIBIT B

LEGEND	
ITEM NO.	DESCRIPTION
1	EXISTING MANHOLE
2	EXISTING WATER VALVE BOX
3	EXISTING UTILITY
4	EXISTING CONCRETE – PROTECT IN PLACE
5	NEW STOP LEGEND & STOP LINE
6	NEW CROSSWALK STRIPING
A	TYPE II SLURRY SEAL, 8,500 SY (TOTAL, SHEET 4)

04/29/25	
NTS	
4 OF 5	

CITY OF WHEATLAND  
**2025 PAVEMENT MAINTENANCE PROJECT**



R

# City Council Meeting Staff Report



Meeting Date: June 10, 2025

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

**Prepared By:** Dane H. Schilling – City Engineer  
Philip L’Amoreaux – Coastland | DCCM Engineering

**Recommendation:** Staff recommends that the Wheatland City Council consider adoption of a resolution awarding a construction contract to LaFleur Engineering, Inc. for the Advanced Metering Infrastructure (AMI) 6-inch Water Service Meter Installation Project.

**Discussion:** On February 9, 2021, City Council approved the bid documents and authorized staff to advertise the Advanced Metering Infrastructure (AMI) Water Service Meter Installation Project for bids.

On March 11, 2021, the City received two bids for the project with the low bid being submitted by Keystone Exteriors, LLC of Luzerne, Pennsylvania (dba. Keystone Metering Systems, Inc.) who was identified as the lowest responsible and responsive bidder with a bid in the amount of \$600,488.00.

On March 23, 2021, the City passed and adopted Resolution 13-21 awarding the construction contract to Keystone Exteriors, LLC.

On March 28, 2023, the City Council approved the Acceptance and Notice of Completion for the majority the project improvements. This vote closed Keystone’s contract with the City. However, two 6-inch water meter replacements remained; these included meters at the High School and at 422 6<sup>th</sup> Street. These 6-inch meters required additional engineering and planning than was previously included in the contract award to Keystone Exteriors, LLC.

On April 23, 2025, the project for the replacement of the two 6-inch water meters was advertised as an informal bid process. Staff contacted ten contractors to invite them to submit a bid. On May 5, two bids were received, and both were several times higher than the engineer’s estimate. Staff continued to invite contractors to bid. Through May 15, 2025, Staff contacted another eleven contractors. As of May 30<sup>th</sup> two additional bids were submitted to the City. The four bids received are shown below in Table 1.

**Table 1 – Bid Summary**

Bidder Name	Bid Amount
Sierra National Construction, Inc.	\$289,257.00
Rawles Engineering, Inc.	\$490,000.00
LaFleur Engineering, Inc.*	\$137,020.00
Cushman Contracting Corporation	\$285,750.00
Engineer’s Estimate	\$126,000.00

\*Apparent Low Bidder

Staff is recommending award of the construction contract to the low-bidder, LaFleur Engineering, Inc. of Orangevale, California in the amount of \$137,020.00. The Contractor holds an A-License for General Engineering and is bonded. Staff has verified LaFleur Engineering, Inc. is a responsible bidder and was responsive to the requirements of the bid package. They possess the appropriate experience and their California contractor licenses are in good standing per the project requirements.

**Fiscal Impact:** The Project is funded entirely through external grants. The City is reimbursed for project expenditures in arrears. The Yuba Water Agency (YWA) awarded the City of Wheatland a \$700,000 grant for the City's Comprehensive Drinking Water Project as the local match to leverage an application to the State for additional grant funding. The Project was also selected for full funding through the Proposition 1 - Round 1 Integrated Regional Water Management (IRWM) Implementation Grant in the amount of \$682,347. With the above-noted match grant from YWA, the total grant to the City for the *Comprehensive Drinking Water Project* is \$1,382,347.

**Attachment:**  
Resolution

**RESOLUTION NO. XX-25**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF WHEATLAND AUTHORIZING THE CITY MANAGER TO AWARD A CONSTRUCTION CONTRACT TO LA FLEUR ENGINEERING, INC. OF ORANGEVALE, CA FOR CONSTRUCTION OF THE ADVANCED METERING INFRASTRUCTURE (AMI) 6-INCH WATER METER REPLACEMENT PROJECT IN THE AMOUNT OF \$137,020.00 AND AUTHORIZING THE CITY MANAGER TO EXECUTE CONTRACT CHANGE ORDERS NOT TO EXCEED \$13,702.00 (10%) FOR A TOTAL CONTRACT VALUE NOT TO EXCEED \$150,722.00.**

**WHEREAS**, City staff applied for and the City was awarded \$1,382,347 in funding through the combination of a Proposition 1 Integrated Regional Water Management (IRWM) grant and match funding from the Yuba Water Agency (YWA) for the Wheatland Comprehensive Drinking Water Project; and

**WHEREAS**, the Advanced Metering Infrastructure (AMI) Water Service Meter Installation Project is included in the Wheatland Comprehensive Drinking Water Project grant; and

**WHEREAS**, on February 9, 2021, City Council approved the bid documents and authorized staff to advertise the Advanced Metering Infrastructure (AMI) Water Service Meter Installation Project for bids; and

**WHEREAS**, on March 28, 2023, City Council approved the Acceptance and Notice of Completion of the Advanced Metering Infrastructure (AMI) Water Service Meter Installation Project, except for two 6-inch water meter installations at the High School and 422 6th Street that required additional engineering and planning, and to be completed later, under a separate contract; and

**WHEREAS**, in May and June 2025, the City informally solicited bids for two 6-inch water meter installations at the High School and 422 6th Street (“AMI 6-inch Water Meter Replacement Project”); and

**WHEREAS**, by May 30, 2025, the City received four bids for the AMI 6-inch Water Meter Replacement Project with the low bid being submitted by LaFleur Engineering, Inc of Orangevale, California, who was identified as the lowest responsible and responsive bidder with a bid in the amount of \$137,020.00.

**NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND** by the City Council of the City of Wheatland, State of California, that the City Council authorizes the City Manager to award a construction contract to LaFleur Engineering, Inc of Orangevale, California for construction of the AMI 6-inch Water Meter Replacement Project in the amount of \$137,020.00 and authorizes the City Manager to execute contract change orders not to exceed \$13,702.00 with total contract value not to exceed \$150,722.00.

**PASSED AND ADOPTED** by the City Council of City of Wheatland, State of California  
this 10th day of June 2025, by the following vote:

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

\_\_\_\_\_  
Angela Teter, Mayor

ATTEST:

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