

**WHEATLAND CITY COUNCIL
RESOLUTION NO. 37-25**

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

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

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

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

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

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

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

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

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

AYES: B. Abe, Coe, J. Abe, McIntosh, Teter

NOES:

ABSTAIN:


ABSENT:

APPROVED:



Angela Teter, Mayor

ATTEST:



Lisa Thomason, City Clerk

AGREEMENT BETWEEN THE CITY OF WHEATLAND AND KIRK REKERS FOR INTERIM POLICE CHIEF SERVICES

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

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

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

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

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

5. **Compensation.**

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

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

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

(c) Rekers shall be entitled to receive any cost of living or similar increase granted by City to General Employees' Association member employees during the term of this Agreement.

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

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

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

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

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

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

(j) Rekers shall continue to accrue sick and vacation leave at the same rate as he is currently accruing and is eligible for pay out of unused vacation leave upon termination of employment, consistent with the Personnel Rules then in effect.

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

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

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

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

law shall govern.

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

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

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

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

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

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

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

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

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


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

CITY OF WHEATLAND

KIRK REKERS



Bill Zenoni, City Manager



Kirk Rekers

Attest:



Lisa Thomason, City Clerk