



# CITY OF WHEATLAND

## CITY COUNCIL MEETING STAFF REPORT

May 28, 2019

**SUBJECT:** Council Adoption of Memorandum of Understanding (MOU) between City of Wheatland and Bishop Pumpkin Farm regarding 2019 Dust and Gravel Control Measures

**PREPARED BY:** Jim Goodwin, City Manager

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### **Recommendation**

Staff recommends adopting MOU as presented.

### **Background/Discussion**

City and Bishop Pumpkin Farm previously entered into a Developer Agreement on January 11, 2011 that specified a fee to be paid to city as a percentage of fees paid by visitors for use of attractions at Bishop Pumpkin Farm. That Developer Agreement was amended on September 26, 2017. The terms of the agreement, as amended, state that Bishop Pumpkin Farm and City will agree on the use of funds from the Pumpkin Farm Joint Admission Fund for any public project.

Dust and gravel caused by traffic during operation of Bishop Pumpkin Farm causes numerous complaints each season. In order to address the dust and gravel concerns during the 2019 season, Bishop Pumpkin Farm is agreeing to pave the entry road at the end of Main Street. In addition, in 2018 the City contracted for street sweeping on those streets affected by ingress and egress to the farm as a dust control measure and plans to implement street sweeping again in 2019.

The attached MOU memorializes this agreement and states the following:

1. City will reimburse Bishop Pumpkin Farm for paving the gravel entrance at Main Street, provided Bishop Pumpkin Farm demonstrates permission from the current property owner and secures any necessary permits that may be required from Yuba County to complete the work.
2. Bishop Pumpkin Farm will design the entry with speed controls to ensure vehicles enter and exit the property at safe speeds. Speed control measures must be approved by the City Engineer.
3. Reimbursement is for actual cost for completion of the work and not to exceed \$25,000.

4. City will implement street sweeping following the peak weekends of operation on streets impacted by traffic to and from Bishop Pumpkin Farm.
5. All work above will be paid for from the Pumpkin Farm Joint Admission Fund.

**Fiscal Impact**

No General Fund Impact as the projects and services will be paid for from the Pumpkin Farm Joint Admission Fund.

**Attachments**

1. Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING  
REGARDING DUST AND GRAVEL CONTROL FOR THE 2019  
OPERATING SEASON OF BISHOP PUMPKIN FARM**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the City of Wheatland hereinafter referred to as “City” and BISHOP PUMPKIN FARM, hereinafter referred to as “Bishops,” to specify certain dust and gravel control measures to be paid for from the Pumpkin Farm Joint Admission Fund.

WHEREAS City and Bishops previously entered into a Developer Agreement on January 11, 2011 that specified a fee to be paid to city as a percentage of fees paid by visitors for use of attractions at Bishop Pumpkin Farm; and

WHEREAS the Developer Agreement was amended on September 26, 2017; and

WHEREAS, the terms of the agreement, as amended, state that Bishops and City will agree on the use of funds from the Pumpkin Farm Joint Admission Fund for any public project; and

WHEREAS, dust and gravel caused by traffic during operation of Bishop Pumpkin Farm causes numerous complaints each season; and

WHEREAS, City and Bishops wish to address public concerns and maximize dust and gravel control during the 2019 season.

NOW, THEREFORE, in consideration of the mutual agreement City and Bishops agree as follows:

1. Bishops will pave the gravel entrance at Main Street, provided Bishops demonstrate permission from the current property owner and secure any necessary permits that may be required from Yuba County to complete the work, and Bishops will be reimbursed for the costs of the work as set forth in Paragraphs 3 and 5.
2. Bishops will design the entry with speed controls to ensure vehicles enter and exit the property at safe speeds. Speed control measures must be approved by the City Engineer.
3. Reimbursement is for actual cost for completion of the work and not to exceed \$25,000.
4. City will implement street sweeping following the peak weekends of operation on streets impacted by traffic to and from Bishop Pumpkin Farm.
5. All work above will be paid for from the Pumpkin Farm Joint Admission Fund.

IN WITNESS WHEREOF, the parties hereto have executed this MOU as of the date set forth beneath their respective signatures.

**Bishop Farm**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**City of Wheatland**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

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