



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

April 09, 2019

SUBJECT: Consideration to approve the staff funding agreement for the citywide Agricultural Production Standards Project processing.

PREPARED BY: Tim Raney, Community Development Director

Recommendation

The City of Wheatland staff recommends that the City Council approve the attached staff funding agreement between the City and the Bear River Walnut Ranch, LLC and direct the City Manager to sign.

Discussion and Background

On October 10, 2017, the Wheatland City Council gave direction to city staff to apply a staff funding agreement approach to ongoing projects within the City. Therefore, city staff and the Bear River Walnut Ranch, LLC. would like to enter into the attached agreement to create the zoning protections and citywide standards for agricultural production operations within the City (Attachment 1).

City staff has been working with the Bear River Walnut Ranch, LLC. to create zoning protections and standards for agricultural production operations within the City. The City of Wheatland General Plan and Municipal Code currently do not include standards that regulate agricultural land and agricultural production. The City of Wheatland proposes to prepare citywide Agriculture Standards for the existing and on-going agricultural production within the City of Wheatland and to create an Agricultural Zoning Overlay District. In addition, during this process, the City will also consider the creation and adoption of a citywide Right-to-Farm Ordinance, consistent with General Plan Implementation Program 1.12. Please see Exhibit A to the attached agreement for the proposed overall project scope of work, budget and estimated timeline.

Fiscal Impact

The staff funding agreement includes the requirement that the Bear River Walnut Ranch, LLC. deposits the funds necessary to cover future work by city staff on the project.

Attachment

1. City of Wheatland staff funding agreement for the citywide Agricultural Production Standards Project.

Exhibit A: Citywide Agriculture Production Standards Scope of Work

CITY OF WHEATLAND
PROJECT FUNDING AGREEMENT

THIS PROJECT FUNDING AGREEMENT (“Agreement”) is entered into as of the 3rd day of April, 2019, by and between the CITY OF WHEATLAND, a general law city (“City”), and Bear River Walnut Ranch, LLC, a California limited liability company (“Landowner”).

RECITALS

- A. Landowner owns certain real property located within the City of Wheatland, Yuba County, California (the “Landowner Property”).
- B. City and Landowner desire to enter into this funding agreement for City Consultant costs incurred from and after the Effective Date (as defined below), for the tasks set forth herein and generally described as the City’s preparation and potential adoption of an Agricultural Land Zoning Overlay District.

AGREEMENT

1. Effective Date and Term. This Agreement shall be effective as of the date first shown above (the “Effective Date”). This Agreement shall remain in full force and effect until five (5) years from the Effective Date, unless extended in writing by mutual consent of the City and the Landowner, or until terminated pursuant to Section 8, below.
2. Initial Scope of Work and Approved Budget. The initial scope of work (“Initial Scope of Work”), including the approved budget therefor, approved by Landowner and City pursuant to this Agreement, is set forth in Exhibit “A” attached hereto and incorporated herein by this reference. Any additional tasks and/or budget adjustments shall be evidenced by written requests executed by the City Manager and Landowner’s representative.
3. Governing Principles for Funding Obligations Incurred by Landowner. All costs incurred to complete the Initial Scope of Work, as may be hereafter amended by mutual written agreement of the parties hereto, shall be subject to the following provisions:
 - a. City Staff Costs. Intentionally omitted.
 - b. City Consultant Invoices. Landowner shall be obligated to pay only those amounts approved in advance pursuant to Exhibit “A” and any subsequent changes approved pursuant to Section 2. A ten percent (10%) City processing fee will be added to all consultant invoices.
 - c. Single Point of Contact. The City and Landowner believe it is beneficial for each party to designate a single point of contact for the purpose of facilitating communications. The designated persons shall assist to facilitate necessary meetings and communications between City departments, consultants, and the Landowner to resolve any issues that arise in completing approved tasks set forth in this Agreement. The parties designate the following individuals as their designated single point of contact which may be changed upon notice to the other part as provided in Section 11 hereof.

CITY:
Tim Raney
Raney Planning & Management, Inc.
1501 Sports Drive, Suite A
Sacramento, CA 95834
Office: (916) 372-6100
timraney@raneymanagement.com

LANDOWNER:
Henry Gilbert
Bear River Walnut Ranch, LLC
4177 Wheatland Road
Wheatland, CA 95692
(510) 414-7239
henry.gilbert@icloud.com

- d. City Invoices. City shall provide invoices to Landowner within thirty (30) days from the end of each month by transmitting them electronically via email to the individual designated by Landowner to receive invoices for Landowner as set forth in Section 11 below. Landowner shall have ten (10) calendar days after receipt of electronic copy of such invoices to notify the City in writing of any disputed amounts. If the City is not so notified, then City shall pay the full amount of such invoice from Landowner deposited monies. If Landowner disputes such invoices within said ten (10) day period, City and Landowner shall meet and confer within five (5) calendar days thereafter to resolve any dispute. Such meetings may take place telephonically. City shall pay any undisputed amount of such invoices during the dispute resolution process. This subsection (d) shall be limited to invoices from City consultants and shall exclude invoices for City staff costs and expenses. The City shall provide an accounting for its hours charged and costs incurred but is not required to provide invoices to the Landowners for City staff costs and expenses prior to withdrawing monies for such costs and expenses from the deposits paid by the Landowner under this Agreement.
4. Deposits and Accounting. Landowner shall submit an initial deposit for the Initial Scope of Work, as set forth in Exhibit "A", made payable to the City of Wheatland. The amount of deposit shall be the total amount of budget in the Initial Scope of Work and the duration of the tasks. City shall establish a separate account for the purpose of accounting separately for this deposit and any future deposits and the charges against the deposits. City shall provide within thirty (30) days of the end of any given month, a monthly accounting report to Landowner of the prior month's expenditures paid by Landowner pursuant to this Agreement. In the event that the Initial Scope of Work is increased pursuant to Section 2 of this Agreement, the Landowner shall deposit the corresponding increased amount of budget for such increased Initial Scope of Work with the City within ten (10) calendar days after execution of the change as provided in Section 2 addressing such budget increase.

When expenditures for approved tasks under this Agreement reach sixty (60%) of the approved budget set forth in Exhibit "A", or any change is approved pursuant to Section 2 of this Agreement, City and

Landowner shall meet and confer on the status of work on the approved tasks and remaining tasks to be completed, and adjust the approved budget pursuant to mutual written agreement of City and Landowner. No work will occur on any task or scope of work for which the required deposit from Landowner has not been received. At no time will the deposit fall below twenty-five (25%) of the total approved budget. Landowner shall not be entitled to interest on deposits made hereunder.

Payments by Landowner to City shall be transmitted to City, as follows:

City of Wheatland
Attention: Finance Department
111 C Street
Wheatland, CA 95692

5. No Guaranty of City Performance. The parties agree that the intent of this Agreement is to provide a means for the Landowner to be aware of, and budget in advance, the monies that it will be expending to reimburse the City for the Work performed by the City and its consultants on the tasks specified in this Agreement. The parties agree and understand that it is not the intent of this Agreement to create an obligation on the part of the City to perform such tasks to completion or approval for a certain cost. In no event does the City, by entering into this Agreement, promise to complete the tasks for a set fee. City's work is performed on an at-cost basis, drawn from deposits by the Landowners.
6. No Influence on City Decisions Regarding Planning, Zoning, Development, or Public Improvements. The Landowner expressly understands and agrees that all charges against deposits paid to the City pursuant to this Agreement represent reimbursement for processing costs, and shall in no way influence the decision of the City concerning the planning, zoning, or development of any real property within the City or any decision concerning any public improvements, whether publicly or privately financed. No promises, representations, or warranties have been made, expressly or impliedly, by the City, its officers, agents, or employees, regarding the processing of the tasks under this Agreement. It is further specifically understood and agreed that no person has the authority to make any such promise, representation, or warranty. The parties hereto understand and agree that the funds paid to the City by the Landowner under this Agreement shall not influence any decision of the City, or guarantee any recommendation which is favorable to, or which benefits, the Landowner.
7. Refunds of Unexpended Funds/Payment Upon Termination. After completion of the tasks set forth above in Exhibit "A" and any changes approved pursuant to Section 2 of the Agreement, and after full satisfaction of all financial obligations incurred by the City in performance of such tasks, and upon final resolution of any claim, litigation, or proceeding identified in Section 15, if unexpended funds paid by Landowner to City remain, City shall, within thirty (30) calendar days, refund such unexpended funds to the Landowner.

In the event this Agreement is terminated as provided in Section 8, below, City shall refund any unexpended funds as provided for above. If the unexpended funds are insufficient to satisfy in full the obligations incurred pursuant to the Agreement, City shall within thirty (30) calendar days of termination of this Agreement present a written demand to Landowner of the amount due. The Landowner shall have fifteen (15) calendar days upon receipt of such written demand from City to pay such demand.

8. Termination. This Agreement may be terminated by (a) expiration of the Term set forth in Section 1, above, without extension of the parties by mutual written agreement, (b) either City or the Landowner for any reason upon providing thirty (30) days' written notice to the other party, subject to the payment obligation of the Landowner set forth in Section 7, above, or (c) City for failure by Landowner to make required payments hereunder within ten (10) days of written demand by City, provided the parties first meet and confer and follow the dispute resolution procedures set forth in Section 15 below.
9. City Expenditures Under Agreement Following Receipt of Termination Notice from Landowner. In the event the City receives a termination notice from the Landowner pursuant to Section 8 above, the City shall thereafter only pay consultant invoices and City staff costs and expenses from the Landowner deposits pursuant to the terms and provisions set forth hereinabove in the ordinary course as necessary and shall not fund any new tasks not otherwise approved by the Landowner pursuant to the Agreement or any amendment thereto.
10. Reimbursement Agreement. City acknowledges and agrees that the planning documents and/or studies funded by this Agreement may benefit other development projects located within the City. At such time as requested by Landowner, City shall consider a reimbursement agreement with Landowner whereby City shall adopt a developer fee to be charged against such benefitted development projects in order for those development projects to share on a proportional basis in the costs incurred by Landowner to prepare and adopt the planning documents and/or studies funded by this Agreement. Nothing in the Agreement or in any reimbursement agreement shall be deemed to obligate City to use general fund monies to satisfy any claim for reimbursement by Landowner.
11. Notices. All notices and other communications provided for herein shall be in writing and shall be sent to the address set forth below (or such other address as a party may hereafter designate for itself by notice to the other party as required hereby) of the party for whom such notice or communication is intended:

City Manager
City of Wheatland
111 C Street
Wheatland, CA 95692
jgoodwin@wheatland.ca.gov

Notice required to be given to the Landowner shall be addressed as follows:

Bear River Walnut Ranch, LLC
One Embarcadero Center
Suite 1350
San Francisco, CA 94111
tnagle@vallejoinvestments.com

Any such notice or communication shall be sufficient if sent by registered or certified mail, return receipt requested, postage prepaid; by hand delivery; by overnight courier service; by email; or by facsimile transmission. Any notice given by facsimile transmission or email shall be deemed given on the day sent, provided (a) it is sent on a business day during normal business hours, otherwise it will be deemed sent on the next business day, and (b) the sender has a confirmation showing actual delivery of the facsimile

transmission or email to the intended recipient. Any notice given by registered or certified mail, return receipt requested, shall be deemed to have been given on the date receipt was acknowledged to the postal authorities. Either party may, by written notice to the other in the manner aforesaid, change the address to which notices addressed to it shall thereafter be mailed.

12. No Joint Venture. No partnership, joint venture or other association of any kind with the City is formed or intended by this Agreement.
13. No Third-Party Beneficiaries. This Agreement is made and entered into for the sole protection and benefit of Landowner and City and their successors and assigns. No person who is not a party to this Agreement shall have any right of action based upon any provision in this Agreement.
14. Indemnification. Landowner shall defend, indemnify and hold harmless the City and its agents, officers and employees from any claims, actions or proceedings based on any grounds against City, its agents, officers and employees including, but not limited to, attorneys' fees arising in any way out of approval and implementation of this Agreement. Landowner shall not be obligated to defend, indemnify and hold harmless the City, its agents, officers, and employees to the extent the court finds there is willful misconduct or gross negligence on the part of City, its agents, officers, or employees. This indemnification section shall survive termination of the Agreement and shall continue in full force and effect until final resolution of any and all claims and/or litigation relating to this Agreement.

The City shall notify the Landowner promptly of any claim, action, or proceeding and cooperate fully in the defense. Upon receipt of such notification, the Landowner shall assume the defense of the claim, action, or proceeding, including the employment of counsel reasonably satisfactory to the City and the Landowner, and the prompt payment of the attorneys' fees and costs of such counsel. In the event of a disagreement between the City and the Landowner over litigation issues, City shall have the authority to control the litigation and litigation decisions, including but not limited to, settlement or other disposition of the matter. If City reasonably determines that having common counsel would present such counsel with a conflict of interest, or if the Landowner fails to promptly employ counsel reasonably satisfactory to City, then City may employ separate counsel to represent or defend the City, and the Landowner shall pay the reasonable attorneys' fees and costs of such counsel within thirty (30) days of receiving an itemized billing therefore. At its sole discretion, the City may participate at its own expense in the defense of any claim, action, or proceeding, but such participation shall not relieve the Landowner of any obligation imposed by this Agreement.

In the event that Landowner fails to comply with this indemnification provision, the City shall have no obligation to defend any suit, claim, litigation, complaint, or action of any kind.

15. Dispute Resolution. In the event of any dispute between the Landowner and City regarding implementation of this Agreement, the parties hereto shall first meet and confer, with Landowner attempting to resolve any dispute first with the City Manager. Any such dispute then still outstanding shall be presented by Landowner and the City Manager or their respective designee to the City Council.
16. Amendments. Modifications or amendments to this Agreement shall be in writing, and executed by all parties hereto, provided such amendment is approved by the City Manager.

17. Jurisdiction and Venue. This Agreement shall be administered and interpreted under the laws of the State of California. In addition to any other rights or remedies, either City or Landowner may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, or to enjoin any threatened or attempted violation. All legal actions shall be instituted in the Superior Court of the County of Yuba, State of California.

18. Severability. If any term, covenant or condition of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term, covenant or condition of the Agreement shall be valid and be enforced to the fullest extent permitted by law.

19. Assignment. Should Landowner sell, transfer or convey the Landowner Property, or any portion thereof, Landowner shall, subject to providing fourteen (14) days advance written notice of such assignment to City, have the full right to assign this Agreement upon the express written assignment by the Landowner and assumption by the assignee of such assignment in the form attached as Exhibit C.

20. Exhibits. The following exhibits are hereby made a part of this Agreement and incorporated herein by this reference:
 - Exhibit "A" – Initial Scope of Work and Budget
 - Exhibit "B" – Sample Assignment and Assumption Agreement

21. Entire Agreement. Except as may be amended as set forth in Section 16, above, this Agreement, inclusive of its Recitals and Exhibits, constitutes the sole agreement between City and Landowner pertaining to funding of the tasks set forth in Section 2, above, and supersedes any other oral or written understanding.

IN WITNESS WHEREOF, the City of Wheatland has authorized the execution of this agreement in duplicate by its City Manager and attested to by its City Clerk.

CITY:

LANDOWNER:

CITY OF WHEATLAND
A general law city

Bear River Walnut Ranch, LLC
A California limited liability company

By: _____
James Goodwin
City Manager
Date: _____

By: Sandra Gilbert
Name: Sandra Gilbert
Title: OWNER
Date: April 3, 2019

ATTEST:

By: _____
Lisa J. Thomason, MMC
City Clerk
Date: _____

EXHIBIT A

Scope of Work

City of Wheatland Agricultural Production Standards and Agricultural Land Zoning Overlay
District Dated April 27, 2018

April 27, 2018

Greg Greeson, City Manager
City of Wheatland
111 C Street
Wheatland, CA 95692

Re: City of Wheatland Agricultural Production Standards and Agricultural Land Zoning Overlay District

Dear Mr. Greeson:

Raney, a division of Raney Planning & Management, is pleased to submit the following proposal for the preparation of the City of Wheatland Agricultural Production Standards and the creation of an Agricultural Land Zoning Overlay District for the City. Raney, over the past years, has enjoyed serving as the contract planning staff to the City and from such have gained an intimate understanding of the planning and regulatory process in the City. The following scope of work may be further refined in coordination with you, as needed.

PROJECT OVERVIEW

The City of Wheatland has identified a need for the City to adopt zoning protections and standards for agriculture. The City has recently annexed almost 4,200 acres into the City of Wheatland, a portion of which is currently in active agricultural production. The City has also considered the annexation of additional lands for potential future development that are in current agricultural production. The City of Wheatland General Plan and Municipal Code currently do not include standards that regulate agricultural land and agricultural production. The City of Wheatland proposes to prepare citywide Agriculture Standards for the existing and on-going agricultural production within the City of Wheatland and to create an Agricultural Zoning Overlay District. In addition, during this process, the City will also consider the creation and adoption of a citywide Right-to-Farm Ordinance, consistent with General Plan Implementation Program 1.12.

APPROACH

Raney proposes to prepare the City of Wheatland Agricultural Production Standards and Agricultural Land Zoning Overlay District in a format that is user-friendly to any reader. Raney will coordinate with the City Attorney to discuss any new information and discuss relevant laws or regulations, which should be incorporated in the production standards and zoning overlay. Raney will lead and create the format/content of the public workshops presenting various options for each of the major issue areas and identify pros and cons for each. Raney firmly believes that the level of coordination between the other department staff and the local citizens is directly proportional to the success of the creation of the agricultural production standards and the agricultural land zoning overlay district. Raney will coordinate extensively with other department staff during the public outreach and will facilitate the public outreach process. Raney anticipates regular phone and e-mail communications with other department staff, project stakeholders, and pertinent County, State, and local agencies throughout the process.

With respect to providing California Environmental Quality Act (CEQA) compliance, Raney proposes to prepare an Initial Study/Negative Declaration (IS/ND) or Mitigated Negative Declaration (MND) to analyze the potential environmental effects associated with the project. The IS/ND or MND will be prepared using the checklist contained in Appendix G of the CEQA Guidelines and the standard City of Wheatland format. Raney anticipates that the agricultural production standards and the overlay district will not have potential impacts necessitating the need for mitigation; therefore, the appropriate CEQA document is expected to be an IS/ND. Raney will work closely with City staff throughout the preparation of the IS/ND and determination of appropriate findings. The IS/ND will provide a discussion of the impacts related to implementation of the proposed project.

TECHNICAL SCOPE OF SERVICES

The following technical scope of work identifies the necessary tasks for the City of Wheatland Agricultural Production Standards and the Agricultural Land Zoning Overlay District. The scope of work includes an objective, approach, and associated work product for each task and has been tailored to meet the needs of the City of Wheatland and the key issues associated with the project.

TASK 1 PROJECT INITIATION

The objective of this task is to conduct a start-up meeting with representatives from the City of Wheatland to coordinate and confirm assumptions regarding the proposed project and scope of the project. Raney will obtain any available information for the proposed citywide overlay district and will meet with appropriate City staff and project stakeholders for the purposes of reviewing the refined scope of work for the City of Wheatland Agricultural Production Standards and Agricultural Land Zoning Overlay District.

Raney will complete the following deliverables:

- Participate in a project initiation meeting with City staff;
- Review existing documentation for the project and identify key issues;
- Establish communication protocols;
- Identify the role that everyone will play during the effort, as well as project milestones and deliverables;
- Refine the scope, if necessary, with any revisions for the City to approve.

TASK 2 PUBLIC OUTREACH

The objective of this task is to help provide the City with feedback on the content of the proposed City of Wheatland Agricultural Production Standards and the Agricultural Land Zoning Overlay District that would be designed to meet the needs of the community. Raney will form an Ad-Hoc Committee, consisting of two (2) Wheatland City Council members, two (2) Wheatland Planning Commissioners, and two (2) local agricultural producers to provide feedback to the City staff during the preparation of the citywide agricultural standards. A workbook would be prepared to assist the committee during their participation in the process.

A series of public workshops consisting of the Ad-Hoc Committee would be held to provide feedback and to solicit input regarding agricultural operation on lands within the City limits. The workshops would be facilitated in a round table workshop format with the opportunity for the public to address the Ad-Hoc Committee and provide verbal and/or written comments. Three (3) two-hour workshops are expected to be adequate to provide sufficient input for the preparation of the City of Wheatland Agricultural Production Standards and the Agricultural Land Zoning Overlay District.

Raney will complete the following deliverables:

- Formation of an Ad-Hoc Committee;
- Preparation of a workbook to facilitate public workshops;
- Attendance and facilitation of (3) three public workshops; and
- Meetings with appropriate City staff before and after each workshop.

TASK 3 DRAFT THE AGRICULTURAL STANDARDS

The objective of this task is to incorporate comments received during the Ad-Hoc Committee public workshops to prepare the City of Wheatland Agricultural Production Standards and the Agricultural Land Zoning Overlay District. Raney will coordinate extensively with appropriate City staff and project stakeholders throughout the revision process to ensure that all issues have been adequately addressed and incorporated into the zoning overlay district and production standards.

Raney will complete the following deliverables:

- City of Wheatland Agricultural Production Standards and the Agricultural Land Zoning Overlay District to each of the City of Wheatland Department Head for review; and
- Coordination with City staff and project stakeholders throughout the revision process.

TASK 4 PREPARATION AND PUBLIC REVIEW OF ENVIRONMENTAL DOCUMENT

The objective of this task is to prepare the appropriate CEQA document for the Agricultural Production Standards and the Agricultural Land Zoning Overlay District. Raney will revise the Draft Agricultural Production Standards and the Agricultural Land Zoning Overlay District based upon City comments and release the City of Wheatland Agricultural Production Standards and the Agricultural Land Zoning Overlay District as an attachment to the appropriate CEQA document. Raney has assumed that the appropriate CEQA document for the project would be an Initial Study/Negative Declaration (IS/ND). The IS/ND will be prepared using the checklist contained in Appendix G of the CEQA Guidelines and the standard City of Wheatland format. Raney will work closely with City staff throughout the preparation of the IS/ND and determination of appropriate findings. The IS/ND will provide a discussion of any impacts related to implementation of the proposed project. It should be noted that Raney will also conducted all necessary consultations and noticing pursuant to AB 52.

Raney will also prepare the necessary noticing and distribute the Public Review Draft City of Wheatland Agricultural Production Standards and the Agricultural Land Zoning Overlay District IS/ND to all interested parties. Information regarding the Public Review Draft Agricultural Production Standards and the Agricultural Zoning Overlay District IS/ND and public hearings will be posted on the City website, as well as published in the local newspaper.

Raney will complete the following deliverables:

- Revise the Draft Agricultural Production Standards and the Agricultural Land Zoning Overlay District based on City Comments;
- Prepare an Administrative Draft IS/ND for review by appropriate City Department staff;
- Revise the Administrative Draft IS/ND based on city comments to prepare Public Review Draft IS/ND or MND;
- Submit two (2) hardcopy versions and one (1) electronic version of the Public Review Draft IS/ND, in PDF format, to the City of Wheatland with the Agricultural Production Standards and the Agricultural Land Zoning Overlay District attached as an appendix;
- Prepare the Notice of Intent to Adopt a Negative Declaration (NOI);
- Prepare the Notice of Determination (NOD), should the project be approved;
- Prepare and deliver fifteen (15) copies of the IS/ND and the Notice of Completion (NOC) to the State Clearinghouse (if needed);
- Prepare a draft MMRP in table format to specify any mitigation measures, standards of success, parties responsible for implementing and monitoring, and timing (if needed);
- Submit one (1) electronic copy, in PDF format, of the draft MMRP to the City for review (if needed);
- Revise draft MMRP based on City comments (if needed); and
- Submit one (1) electronic copy, in PDF format, of the final MMRP to the City (if needed).

TASK 5 PLANNING COMMISSION REVIEW

The objective of this task is to present the Draft Agricultural Production Standards and the Agricultural Land Zoning Overlay District before the Planning Commission. Raney will answer questions from the Planning Commission regarding the proposed revisions, additions, alternatives, language, and the process. Raney will prepare the necessary noticing, staff reports, and necessary materials for the presentation of the standards and the zoning overlay district.

Raney will complete the following deliverables:

- Prepare staff reports in the standard City format that contain all required findings, conditions of approvals, ordinances, and resolutions;
- Submit one (1) electronic copy of the draft Planning Commission staff report for City review and comments;
- Revise the draft Planning Commission staff report based on City comments;
- Submit one (1) electronic copy of the final Planning Commission staff report for the Planning Commission Hearing to the City of Wheatland;
- Preparation of noticing and presentation materials for Planning Commission Hearing; and

- Attend one (1) Planning Commission Hearings on the Agricultural Production Standards and the Agricultural Land Zoning Overlay District.

TASK 6 CITY COUNCIL REVIEW/ADOPTION

The objective of this task is to incorporate the Planning Commission’s recommendations into the Draft Agricultural Production Standards and the Agricultural Land Zoning Overlay District and assist City staff in presentation of the Draft City of Wheatland Agricultural Standards City Council. In addition, Raney will attend the City Council Hearings for the Agricultural Production Standards and the Agricultural Land Zoning Overlay District for adoption. Raney will prepare the necessary noticing, staff reports, and any necessary presentation materials for the Hearings.

Raney will complete the following deliverables:

- Prepare staff reports in the standard City format that contain all required findings, conditions of approvals, ordinances, and resolutions;
- Submit one (1) electronic copy of the draft City Council staff report for City review and comments;
- Revise the draft City Council staff report based on City comments; and
- Submit one (1) electronic copy of the final City Council staff report for the City Council hearing to the City of Wheatland;
- Preparation of noticing and presentation materials for City Council Hearing; and
- Attend two (2) City Council Hearings for adoption of the Agricultural Production Standards and the Agricultural Land Zoning Overlay District.

TASK 7 PREPARE FINAL CITY OF WHEATLAND AGRICULTURAL STANDARDS

The objective of this task is to make any final changes to the Agricultural Production Standards and the Agricultural Land Zoning Overlay District as a result of the City Council Adoption Hearings and prepare the Final Agricultural Production Standards and the Agricultural Land Zoning Overlay District for publication. Raney will then prepare the Agricultural Production Standards and the Agricultural Land Zoning Overlay District for publication and display by City staff.

Raney will complete the following deliverables:

- Prepare the Final Agricultural Production Standards and the Agricultural Land Zoning Overlay District; and
- Work with the City Engineer to amend the City of Wheatland Zoning Map and incorporate the Agricultural Land Zoning Overlay District.

SCHEDULE

The following tentative schedule for preparation of the Agricultural Production Standards and the Agricultural Land Zoning Overlay District is based on experience preparing similar documents. This schedule could be lengthened or shortened, depending on the needs of the City of Wheatland and will be finalized at the project Initiation meeting. Factors that could lengthen or shorten the schedule include dates of receipt of project information, scheduling the Ad-Hoc Committee workshops, length of document reviews and unanticipated issues arising from City staff or public review of the documents.

Tentative Schedule Agricultural Land Zoning Overlay District and Agricultural Production Standards	
Task	Approximate Timeframe Desired
Notice to Proceed	-
Project Initiation	1 Week to Complete
List of Pertinent Issues from City	1 Week to Complete
Public Outreach (Ad-Hoc Committee)	12 Weeks to Complete
Prepare the Draft Agricultural Production Standards and the Agricultural Land Zoning Overlay District and Associated Environmental Document	6 Weeks to Complete
Receipt of City comments on Draft Agricultural Production Standards and Agricultural Land Zoning Overlay District	2 Weeks to Complete
Public Review Draft of the Initial Study to City	5 Weeks to Complete
Planning Commission	3 Weeks to Complete
City Council	3 Weeks to Complete
Final Agricultural Production Standards and the Agricultural Land Zoning Overlay District to the City for Publication	2 Weeks to Complete

BUDGET

The cost for completion of the Agricultural Production Standards and the Agricultural Land Zoning Overlay District is anticipated not to exceed \$23,331. The tasks are summarized in the Technical Scope of Services of this proposal and costs by task are shown in the attached spreadsheet. These costs are based on the estimates of time for each task provided in the charts on the following page. Costs for the City of Wheatland Agricultural Land Zoning Overlay District preparation will be billed on a not-to-exceed basis, following Raney standard billing rates included in the following spreadsheet.

Agricultural Production Standards and the Agricultural Land Zoning Overlay District									
COST ESTIMATE									
		President	Senior Vice President	City Manager	City Attorney	City Engineer	City Clerk	Senior Associate	Cost Per Task
Task 1	Project Initiation	4		2				4	\$ 1,610
Task 2	Public Outreach	8						18	\$ 3,850
Task 3	Draft Citywide Agricultural Standards		2	2				12	\$ 1,840
Task 4	Preparation and Public Review of Environmental Document	1	2	2			2	36	\$ 5,040
Task 5	Planning Commission Review	4						12	\$ 2,300
Task 6	City Council Review/Adoption	8						12	\$ 3,100
Task 7	Prepare Final City of Wheatland Agricultural Standards	1		2	4	6	2	4	\$ 700
	Total Hours	26	4	8	4	6	4	98	
	Hourly Rate	\$ 200	\$ 170	\$ 155	\$ 265	\$ 175	\$ 64	\$ 125	
	Total Labor	\$ 5,200	\$ 680	\$ 1,241	\$ 1,060	\$ 1,050	\$ 255	\$ 12,250	\$ 21,736
Sub-Consultants & Expenses									
	Copying/Printing/Travel/Postage/Etc.*							\$ 950	
	CHRIS Search *							\$ 500	
	10% administrative fee							\$ 145	
	Total Expenses								\$ 1,595
	Total Budget								\$ 23,331

*Estimate only; will be billed at cost

The following assumptions have been made in the calculations:

- Raney will attend meetings with the City staff and the project team, as well as public hearings as described in the scope of work. Raney assumes that the number of meetings required will be achieved within the hours allocated in the attached spreadsheet.
- Additional meetings and hearings outside of the scope of work can be easily accommodated and would be billed on a time-and-materials basis.

- Raney costs are based on the assumption that the existing data and information for the City of Wheatland and the proposed project area is accurate and current and will be available for the preparation of the proposed environmental documents.
- Specific amounts of time for revisions to the Draft Agricultural Production Standards and the Agricultural Zoning Overlay District have been budgeted. Raney expects that responding to comments will not exceed the budgeted time. If unanticipated comments result in additional time beyond that which has been budgeted, those items will need to be renegotiated.
- Raney will provide to the City of Wheatland with the number of copies of the documents as indicated in the technical scope of services. The cost estimate for copying is an estimate only and will be billed to the City at actual cost.
- Raney assumes that once a Notice to Proceed is issued, the preparation of the policy documents would be a continuous process without excessive delays. Raney would propose to renegotiate the contract with respect to schedule and cost should substantial delays occur in the processing of one or both of the proposed projects.

Factors that would increase the scope of work and estimated costs outlined include: attendance at public meetings; printing of additional copies of reports; analysis of additional issues beyond those discussed in this proposal or a more detailed level of analysis than described in this proposal; additional reviews and edits beyond those included in this scope of work; changes in the project; and collection of data required beyond that described in this proposal. Raney would propose to renegotiate these items, if required, or charge on a time-and-materials basis.

If you have any questions regarding our scope of work, please feel free to contact me. We look forward to the continued opportunity to work with you and the City of Wheatland.

Thank you,

Tim Raney, AICP, President
Raney Planning & Management, Inc.
timraney@raneymanagement.com

**BEAR RIVER WALNUT RANCH, LLC
ONE EMBARCADERO CENTER, SUITE 1350
SAN FRANCISCO, CA 94111
(415) 352-4410 / FAX (415) 352-4420**

Tim Raney
Wheatland City Hall
111 C. Street
Wheatland, CA 95692

March 26, 2019

RE: Wheatland Agricultural Land Zoning Overlay District

Dear Tim,

The ownership of Bear River Walnut Ranch LLC ("BRWR") is looking forward to working with the City of Wheatland to develop a Citywide Agricultural Land Zoning Overlay District. In considering the development of the Zoning Overlay District, BRWR suggests that the following subjects be addressed:

Urban interaction and residential relations:

- Noise, dust and drift from spraying
- Agricultural vehicles and traffic
- Community agricultural events and markets

Water use and drainage:


- Groundwater pumping and other agricultural water use
- Flooding and drainage
- Insect abatement

Environmental hazards:

- Compliance relations
- Traffic congestion and timing
- Urban pollutants

Please include this letter and our recommendations with the City of Wheatland Funding Agreement and Citywide Agricultural Land Zoning Overlay District scope of work letter for presentation to City Council.

Respectfully,


Taylor Nagle
CFO, Bear River Walnut Ranch, LLC

CC: Sandra Gilbert, Ann Gilbert Getty