



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

September 26, 2017

SUBJECT: Second Reading of the proposed Amendment No. 1 to City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm.

PREPARED BY: Tim Raney, Community Development Director

Recommendation

Staff recommends City Council approval of the second reading of the proposed Amendment No. 1 to City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm.

Discussion

On June 27, 2017, city staff introduced the proposed Amendment No. 1 to City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm to the Wheatland City Council. The Wheatland City Council voted to approve the proposed Amendment No. 1 to City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm with the following revision to the proposed Development Agreement. New text is double underlined and deleted text is ~~struck through~~.

3.4. Access to Property. City agrees to prepare a traffic plan, as the same may be amended from time to time, that provides at least two access points to the Property to alleviate traffic impacts to the City caused by Events (as defined in Section 4.2.2.3) on the Property during the months of September and October. The plan shall designate the City roads, streets, and lanes to be used by vehicular traffic to access the Property during peak and non-peak periods; the locations of additional signage and barricades for directing such traffic; the locations of additional ticket booths for facilitating access to the Property's parking lot; the locations of police officers assigned to monitor and direct vehicular traffic to and from the Property; and such other elements identified by City as necessary to reduce traffic impacts caused by Events on the Property. The plan shall require at least two police officers to direct vehicular traffic to and from the Property during peak periods of the Events season; provided, however, that City may, in consultation with Property Owner, require additional police officers during such peak periods.

Alternatives

The City Council could deny the second reading of the proposed Amendment No. 1 to City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm. The City Council could also continue the public hearing to a future meeting date and direct staff to further revise the Development Agreement.

Fiscal Impact

None.

Attachments

1. Draft Amendment No. 1 to City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm.
2. Ordinance of the City Council of the City of Wheatland approving No. 1 to City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm.

ATTACHMENT 1

Recording requested by, and when
recorded return to:

City of Wheatland
111 C Street
Wheatland, CA 95692

Exempt from recording fees (Government Code §§ 6103, 27383)

AMENDMENT NO. 1 TO CITY OF WHEATLAND DEVELOPMENT AGREEMENT CONCERNING BISHOP PUMPKIN FARM

This Amendment No. 1 to the Development Agreement (the "Amendment") is made and entered into this _____, 2017 by and between the City of Wheatland, a general law city ("City"), and William and Sandra Bishop, individuals and husband and wife ("Property Owner") ("collectively the "Parties"), who agree as follows.

1. Recitals. This Amendment is made with reference to the following background recitals:

- 1.1. On January 11, 2011, the parties entered into the *City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm* (the "Agreement"), a copy of which is on file in the City Clerk's office. The Agreement was recorded in the Yuba County Recorder's Office on February 22, 2011 as Document No. 2011R-002191.
- 1.2. Property Owner submitted to the City plans for an 1,880-square foot addition to the cider mill on the Bishop Pumpkin Farm property located at 1415 Pumpkin Lane, Wheatland, California 95692 (the "Property") and, following discussions with City staff concerning the development impact fees applicable to the addition, submitted a request to the City Council on March 22, 2016 for a waiver of said development impact fees.
- 1.3. On May 31, 2016, following a duly noticed public hearing on the requested waiver, City Council denied Property Owner's waiver request and, recognizing that City's current development impact fee program does not take into account agricultural uses and Property Owner's significant contributions to the community, directed City staff and Property owner to negotiate new terms and conditions respecting the payment of City fees by Property Owner for future construction on the Property.
- 1.4. City and Property Owner desire that the Agreement be amended to reflect the new agreed-upon terms concerning City fees that Property Owner is obligated to pay for future construction on the Property.

2. Amendments to Agreement. The Agreement is hereby amended as follows:

- 2.1. A new Section 3.4 (Access to Property) is added to Section 3 (City Commitments) of the Agreement to read as follows:

3.4. Access to Property. City agrees to prepare a traffic plan, as the same may be amended from time to time, that provides at least two access points to the Property to alleviate traffic impacts to the City caused by Events (as defined in Section 4.2.2.3) on the Property during the months of September and October. The plan shall designate the City roads, streets, and lanes to be used by vehicular traffic to access the Property during peak and non-peak periods; the locations of additional signage and barricades for directing such traffic; the locations of additional ticket booths for facilitating access to the Property's parking lot; the locations of police officers assigned to monitor and direct vehicular traffic to and from the Property; and such other elements identified by City as necessary to reduce traffic impacts caused by Events on the Property. The plan shall require at least two police officers to direct vehicular traffic to and from the Property during peak periods of the Events season; provided, however, that City may, in consultation with Property Owner, require additional police officers during such peak periods.

Property owner agrees to pay for expenses relating to the construction of additional ticket booths on the Property. Expenses relating to additional signage, barricades, and City services other than police services required to annually implement the traffic plan shall be paid by City using the Admission Fee revenues in the special fund described in Section 4.2.6. Expenses relating to police services required by the traffic plan shall be paid by City using Admission Fee revenues deposited in City's general fund as described in Section 4.2.6; provided, however, that special fund revenues may be used for additional police services if approved by City and Property Owner in writing.

- 2.2. Section 4.1.2 (Development Fees) of Section 4 (Property Owner Obligations) of the Agreement shall be amended to read as follows:

4.1.2. Development Fees. City waives development impact fees for the cider mill addition and construction of a retail barn on the Property; provided, however, that Property Owner agrees to pay the City development impact fees for any other future development, construction, and building on the Property in accordance with Wheatland Municipal Code chapter 3.26, as the same may be amended from time to time, and the resolutions adopted pursuant to chapter 3.26, in the applicable fee types and amounts in effect at the time of building permit issuance. Development impact fees to be paid by the Property Owner in the future shall be established pursuant to an updated development impact fee study, prepared by the City pursuant to the Mitigation Fee Act (commencing with Government Code section 66000), that takes into account agricultural entertainment land uses within the City. Property Owner further

agrees to pay the excise tax on all new development on the Property in accordance with Wheatland Municipal Code chapter 3.30.

2.3. Section 4.2.6 (City Use of Admissions Fee Revenue) of the Agreement shall be amended to read as follows:

4.2.6 City Use of Admissions Fee Revenue. City may use the Admissions Fee revenue as follows: 60% of the collected revenue shall be deposited in the City General Fund and may be used by the City for any General Fund purpose; and 40% of the collected revenue shall be deposited by City in a special fund and may be used for any public project that is approved in writing by City and Property Owner.

3. No Effect on Other Provisions. Except for the amendments in Section 2, the remaining provisions of the Agreement shall be unaffected and remain in full force and effect.

CITY OF WHEATLAND

PROPERTY OWNER

By: _____
Greg Greeson

By: _____
William Bishop

Sandra Bishop

ORDINANCE NO. _____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF WHEATLAND
APPROVING AMENDMENT NO. 1 TO CITY OF WHEATLAND DEVELOPMENT
AGREEMENT CONCERNING BISHOP PUMPKIN FARM**

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

SECTION 1. Purpose and Authority. The purpose of this ordinance is to approve *Amendment No. 1 to City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm* in the form attached hereto and incorporated herein (the "Amendment"). This ordinance is adopted pursuant to Government Code sections 65867.5 and 65868 and other applicable law.

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

A. On January 11, 2011, the parties entered into the *City of Wheatland Development Agreement Concerning Bishop Pumpkin Farm* ("Development Agreement"), which was recorded in the Yuba County Recorder's Office on February 22, 2011 as Document No. 2011R-002191. For the reasons stated in the recitals of the Amendment, the parties desire to amend the Development Agreement.

B. The Wheatland Planning Commission has conducted a duly noticed public hearing in accordance with law, and recommends that the City Council approve the Amendment.

C. The City Council has conducted a duly noticed public hearing in accordance with law, and now desires to approve the Amendment.

D. The City Council has evaluated the Amendment and the City General Plan and has determined that the Amendment is consistent with the General Plan.

SECTION 3. CEQA Findings. In accordance with Public Resources Code section 21166 and California Environmental Quality Act (CEQA) Guidelines section 15162, the City Council finds and determines as follows:

A. The potential environmental effects of the actions described in the Amendment and Development Agreement have been analyzed, considered and mitigated through an Initial Study, a Mitigation and Monitoring Plan, and a mitigated negative declaration ("MND") prepared and certified in 2010 pursuant to CEQA. See City Council Resolution No. 20-10.

B. The City has evaluated and considered the changes that would be implemented by the Amendment. These changes do not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

C. The City has evaluated and considered the changes with respect to the circumstances under which the actions identified in the Development Agreement, as amended by the Amendment, are being undertaken. The changes with respect to these circumstances do not involve new significant

environmental effects or a substantial increase in the severity of previously identified significant effects.

D. The City is not aware of any new information of substantial importance that discloses that the actions described in the Amendment will have other or more severe significant environmental effects not previously discussed or that previously rejected or other mitigation measures or alternatives are now feasible and effective.

E. Therefore, the 2010 MND remains adequate and no further CEQA environmental analysis is required for the Amendment.

SECTION 4. Amendment Approval. The City Council hereby approves the Amendment in the attached form and authorizes and directs the City Manager to execute the Amendment on behalf of the City and to record the Amendment with the Yuba County Recorder within 10 days of the date of this ordinance.

SECTION 5. This ordinance shall take effect 30 days after its final passage.

SECTION 6. 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.

INTRODUCED by the City Council on the ____ day of _____ 2017.

PASSED AND ADOPTED by the City Council of the City of Wheatland on the ____ day of _____ 2017, by the following vote:

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

Rick West, Mayor

Attest:

Lisa J. Thomason, City Clerk

I hereby certify that the foregoing is a true and correct copy of City of Wheatland Ordinance No. _____, which ordinance was duly introduced, adopted and posted pursuant to law.

Lisa J. Thomason, City Clerk