



CITY OF WHEATLAND

CITY COUNCIL MEETING STAFF REPORT

December 3, 2019

SUBJECT: Review of Bishop's Pumpkin Farm Operations in the City of Wheatland

PREPARED BY: Department Heads

Recommendation

Staff recommends the City Council review the history, hear public comment, and then provide any direction to staff as the City Council may deem appropriate.

Background/Discussion

Bishop's Pumpkin Farm (Bishop's) has been in continuous operation at the current location since 1973. Bishop's is one of the top employers in Yuba County supporting approximately 600 seasonal jobs.

In 2012, the property was annexed into the City of Wheatland and the site is under the jurisdiction of the City Council.

As you are aware, for the past several City Council meetings some residents have appeared during public comments requesting you to devote time specifically to review the issues surrounding the current operations of Bishop's and hear comment from residents. This Special Meeting has been scheduled for that purpose.

This staff report contains a comprehensive history of the City of Wheatland's relationship with Bishop's and all City Council decisions related to Bishop's. Staff will be available in the meeting to review each section of this report.

Planning

Bishop's Pumpkin Farm offers year-round agricultural tourism related activities, including a pumpkin festival, hamburger farm, and other special events. The pumpkin festival consists of the growing and selling of pumpkins, hayrides, pony rides, corn maze, petting zoo, pig races, and train rides. Retail services for food, baked goods, candy, and specialty items are also included. The year-round special events include company picnics, birthday parties, and community events such as a 5k Pumpkin Run/Walk for the Red Cross.

In 2010, the City and Bishop's identified the mutual benefit of annexing the farm into the City. Primarily, Bishop's would receive municipal sewer and water services and the City would receive additional revenue from the Farm's admissions.

Planned Development

The Wheatland General Plan states Wheatland's historical character and attractions such as Bishop's Pumpkin Farm are an important part of expanding and strengthening Wheatland's economy through tourism. General Plan Policy 3.C.5 states "[...] the City shall cooperate with efforts to expand activities and facilities of the Bishop Pumpkin Farm."

Therefore, working together with Bishop's, City staff prepared a Planned Development (PD) Zone for the rezoning and annexation of the Farm (see Attachment 1). The purpose of the Bishop's Pumpkin Farm PD Zone was to create a zone which reflects the goal of maintaining an Agricultural Entertainment/Tourism area that reflects the agricultural heritage of the City of Wheatland.

The PD zone for Bishop's Pumpkin Farm, was specifically identified as Agriculture-Exclusive (AE-PD) and provides for the promotion of agricultural entertainment and tourism on the property. The primary allowed use of the land includes the growing of agricultural products and any ancillary buildings consistent with the primary use. Bishop's also has been provided the ability to construct buildings and features related to agricultural tourism (i.e., small unusual buildings, train stations, petting zoo, and coyote mountain). These unique features, including the determination of the types of retail and events that are permitted, are at the discretion of the City.

In addition, pursuant to the AE-PD zone, the uses existing at the time of annexation at Bishop's Pumpkin Farm are permitted and any additional uses will continue to be reviewed and approved by the Community Development Director. The intent is to facilitate on-going operations of Bishop's while ensuring that future uses are consistent with the City's vision for the site as an agricultural entertainment/tourism facility. Any potential environmental impacts from the creation of the AE-PD zone was addressed within the Bishop's Pumpkin Farm Initial Study. All potential impacts were mitigated to a less-than-significant level.

Annexation Approval

Pursuant to the California Environmental Quality Act (CEQA), the City of Wheatland prepared an Initial Study/Mitigated Negative Declaration for the Bishop's Pumpkin Farm annexation project (see Attachment 2). The Mitigated Negative Declaration was available for public review for 30 days from July 9, 2010 to August 9, 2010.

On November 16, 2010, the Wheatland Planning Commission unanimously recommended City Council approval of the proposed Bishop's Pumpkin Farm Annexation. Opposition to the annexation was not received at the public hearing.

On December 14, 2010, the Wheatland City Council approved the annexation of Bishop's Pumpkin Farm. The December 14, 2010 City Council approval included the following entitlements:

- Resolution adopting the Mitigated Negative Declaration and Mitigation Monitoring Plan;
- Resolution approving the Annexation of 43.57 acres into the City of Wheatland;
- Ordinance approving the Prezone of the project site to AE-PD and adopting the PD Standards;

- Ordinance authorizing the City Manager to enter into a Development Agreement; and
- Resolution approving the Tax Sharing Agreement.

After City approval of the annexation project, the annexation request was submitted to the Yuba County Local Agency Formation Commission (LAFCo), which was conditionally approved on May 4, 2011. On January 19, 2012, the City of Wheatland received the Certificate of Completion from Yuba County LAFCo finalizing the annexation of Bishop's Pumpkin Farm. The adopted Mitigated Negative Declaration and Mitigation Monitoring Reporting Program were incorporated into the Bishop's Pumpkin Farm annexation project and any potential significant environmental impacts have been mitigated as a result of the Mitigated Negative Declaration and Mitigation Monitoring Reporting Program.

Development Agreement

As shown above, the Development Agreement between the City of Wheatland and William and Sandra Bishop concerning the Bishop's Pumpkin Farm was approved along with the annexation resolutions and was recorded by Yuba County on February 22, 2011 (see Attachment 3). The Development Agreement established that the City will provide municipal services and facilities to the Farm and the City receives an Admissions Fee on activities on the site (50 percent of the collected revenue is deposited in the City General Fund). As identified in Ordinance No. 427, the Development Agreement was included in the Initial Study/Mitigated Negative Declaration prepared for the Bishop's Pumpkin Farm annexation project.

Development Agreement Amendment No. 1

Amendment No. 1 to the City of Wheatland Development Agreement between the City of Wheatland and William and Sandra Bishop concerning the Bishop's Pumpkin Farm was recorded by Yuba County on December 14, 2017 (see Attachment 4). Amendment No. 1 included a new section of the Agreement for the City to provide at least two access points to the Farm to alleviate traffic impacts to the City caused by events on the property. Amendment No. 1 also permitted the City to use the Admissions Fee revenue as follows: 60 percent of the collected revenue shall be deposited in the City General Fund and may be used for any General Fund Purpose; and 40 percent of the collected revenue shall be deposited by the City in a special fund and may be used for any public project that is approved by the City and property Owner. As identified in Ordinance No. 465, the City evaluated and considered the changes with respect to the circumstances amended by the Amendment No. 1 and these changes did not involve new significant environmental effects or a substantial increase in the severity of previously identified significant effects.

Development Agreement Amendment No. 2

A second amendment to the Development Agreement has been negotiated and is pending review by the City Council. The new amendment relieves Bishop's of payment of development impact fees in exchange for an extension of the number of years the Admissions Fee will remain in effect. In addition, if approved, the amendment removes the requirement for shared decision-making with regard to the 40 percent of the Admissions Fee paid to the City. Instead, that 40 percent will be dedicated to street and road improvements in the vicinity of the farm. Staff anticipates that amendment will be before the City Council at the regular meeting on December 10, 2019. As identified in the draft Ordinance, the City evaluated and considered the changes with respect to the circumstances amended by the Amendment No. 2 and these changes do not involve new

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

Other Permits

The City of Wheatland approved a Wheatland Business License application for the Bishop's Pumpkin Farm on December 22, 2015, and on April 5, 2018 the approved Wheatland Business License for the Bishop's Pumpkin Farm was amended to include the operation of seasonal beer and wine sales as ancillary items related to the existing agricultural entertainment/tourism (see Attachment 5). Staff determined that the Business License and Business License amendment were consistent with the PD and therefore, additional environmental review was not required.

Engineering and Traffic Management

Traffic generation by Bishop's Pumpkin Farm directly impacts the City because the Bishop's only permanent legal access is from the westerly end of Fourth Street. From the westerly end of Fourth Street (which is also the City Limit) Bishop's has a recorded easement across the parcel known as Rodden Ranch. The associated two-lane road in the easement runs approximately 2,000-feet along the entire northerly boundary of Rodden Ranch then turns left on Pumpkin Lane to run approximately 750-feet along the westerly boundary of Rodden Ranch to the entrance to Bishop's. Bishop's has widened the paved area of the private access road in recent years to better accommodate increasing 2-way traffic flows and enhance pedestrian safety for walk-in customers. Before Bishop's was annexed into the City, the City had little to no direct dialogue with Bishop's operators regarding traffic management and traffic handling.

In August of 2010, the City and Bishop's collaborated to apply to Caltrans for the installation of Tourist-Oriented Directional Signs (TODS). The purpose of TODS is to increase awareness of and provide directional highway signs to off-highway tourist destinations such as farms and wineries. The City's application was rejected by Caltrans because the segment where the signs were proposed was within the City limits and Caltrans restricts TODS signs to unincorporated areas only. This was the first joint attempt by Bishop's and the City of a coordinated traffic management approach before annexation of Bishop's into the City.

Before annexation, all traffic was routed through Fourth Street, down Roddan Lane to Pumpkin Lane. The greatest traffic impacts were realized at the following locations:

- The intersection of Fourth Street and E Street with severe congestion to the point of a break-down of four-way stop controls (motorists were blocking the intersection as they competed for the first available position in line). Police intervention was required at peak times.
- Bottle necking at the utility pole at the westerly end of Fourth Street. This was exacerbated by neighbors who deliberately parked along the street and resulted in one-way traffic (alternating directions), delays to emergency vehicles and altercations.
- Prolonged traffic back-ups within the E Street neighborhood which generated complaints from residents about vehicles blocking driveways, not being able to cross or enter traffic, and noise and exhaust from idling vehicles.
- Traffic clogging the Main Street traffic signal and the associated traffic back-ups south of the Bear River.

After Bishop's annexation into the City, the City and Bishop's began open dialogue with regard to traffic impacts and began to explore ways to better manage traffic in the City. In 2014 the City began an effort to route highway traffic through the City's traffic signals at First Street and Main Street. This effort was based on the fact that First Street and Main Street are arterial roadway which are designed for higher traffic volumes and the fact that traffic signals can manage higher volumes of traffic efficiently and safely. Northbound traffic (from Lincoln) was encouraged to make a left turn at the Main Street signal and proceed to E Street. Southbound traffic (from Marysville) was encouraged to turn right at the First Street signal and proceed to E Street. The City and Bishop's agreed to use the shared funds to purchase two changeable message signs to facilitate this change. The City continues to use these signs for the event and for other City uses.

In 2014 a decision was made also to make a more direct and efficient connection to Roddan Lane via a gravel road connection from the westerly end of Main Street to Roddan Lane. This connection solved the problems associated with the utility pole constraint on Fourth Street and better utilized the traffic signal at Main Street when coupled with discouraging vehicles from entering the side streets that lead to E Street. Eventually, Caltrans agreed to modify the signal timing at Main Street during the event period to allow more time for northbound left-turns to clear the highway and get onto Main Street. In 2019 the Main Street connection to Roddan Lane was paved to reduce the dust associated with the initially constructed gravel surface. Permission from the Roddan Ranch owners has been granted on a year to year basis and is expected to continue until Main Street is extended to the west by the property owners in connection with their previously proposed development. As long as Bishop's has permission from the Roddan Ranch owners it is appropriate to access the property from the current terminus of Main Street.

In 2015 the City eventually persuaded and assisted Bishop's in obtaining permission from a property owner along Wheatland Road (Caliterra Ranch) to allow a second access point to Bishop's from Wheatland Road for peak days. The permission from the Caliterra Ranch owners has been granted on a year to year basis and is expected to continue until the development progresses to a point of precluding the temporary access road. At that time the City intends to have the extension of Main Street completed to Wheatland Road which will negate the need for the temporary access. The Wheatland Road connection was first used in 2015 as an exit only. It was expanded to an entrance and exit in 2016 with the addition of parking ticket booths by Bishop's, and it continues to be used on peak weekend days to relieve traffic from the Main Street access.

Main Street Designation in the Wheatland General Plan

Main Street is designated in the current General Plan as an "Arterial - transitioning to amenity corridor with other roadway improvements" and is designated "Major Collector" in the Federal Highway Administration Functional Classification System. The General Plan defines Arterials as "roadways that emphasize mobility with limited access. These include freeways, expressways, and those arterials that are specifically designed to provide a high level of mobility with limited access to adjoining properties"; and Transitioning Arterials as "existing arterials that interconnect with and augment the new arterial system while providing a somewhat lower level of travel mobility due to less stringent access limitations".

Arterial streets can range from a two-lane street with on-street parking to a four-lane street with a median and dedicated right-turn lane at intersections. Road segments of this classification in a two-lane configuration can typically accommodate up to 12,000 to 13,500 vehicles per day at an acceptable level of service (LOS D for segments within a quarter mile of the highway in accordance with the City's General Plan).

For the 2019 Pumpkin Farm Season the City initiated the collection of traffic volumes prior to the start of the season to better understand traffic volumes, peak hour traffic, times of use, and general traffic patterns with regard to date, time of day and location. Two locations were selected for the traffic counts: one count taken on Roddan Lane for the Main Street/Fourth Street traffic and one location at the Wheatland Road access. The combination of counts at both locations represents the total vehicles in and out of Bishop's at any given 15-minute increment during the 2019 season. Table 1 below provides a summary of the overall and the peak traffic conditions at each location and the combined condition.

Table 1 - 2019 Traffic Volumes (vehicles)

	Main St. Gate	Wheatland Rd. Gate	Combined
Total Volume	163,566	4,936	168,502
Date Range	9/14 - 11/2	10/2 - 11/2	9/14 - 11/2
Peak Day Volume	6,506	1,113	7,619
Date	Sat. 10/19	Sat. 10/19	Sat. 10/19
Peak Hour Volume	680	167	847
Date & Time	Sat. 10/19, 3-4PM	Sat. 10/19, 2-3PM	Sat. 10/19
Peak Hour Friday PM	397	n/a	n/a
Date & Time	Fri. 10/25, 4-5PM	n/a	n/a

As stated above the General Plan estimates that a two-lane arterial is expected to handle between 12,000 and 13,500 vehicles per day at a Level of Service D. The current Bishop's peak day volume on Main Street is 7,619 which is approximately 60% of the expected LOS. The average daily volume over the Pumpkin Farm event period is 3,510 vehicles per day which is approximately 28% of the expected LOS for Main Street.

A graph depicting the distribution of daily traffic volumes and daily peak-hour volumes over the timespan of the 2019 pumpkin season is included in Attachment 6.

Each year since the annexation of Bishop's the City has conducted meetings with Bishop's operators, Caltrans and City Staff (including the City Manager, Wheatland Police, Public Works and Engineering) to coordinate, plan and document the traffic operations plan for each year. This planning is essential to the continued successful optimization of traffic conditions in Wheatland during Bishop's events.

In 2019, the City and Bishops entered into a Memorandum of Understanding (2019 MOU) which included an agreement to apply Joint Admission Funds generated by Bishop's to mitigate certain impacts including the degradation of City streets and to reduce dust. Accordingly, the City designed and received bids for asphalt paving on three road segments that serve Bishop's Pumpkin Farm. The segments included overlay of Wheatland Road between the high school and Wheatland Park Drive; paving the temporary connection between Main Street and Roddan Lane; and overlay of Main Street from E Street to the westerly end of Main Street. The project was bid late in the season and the bids were too high to complete all three segments with the funding

available. Subsequently, the overlay on Wheatland Road and paving of the temporary access road were accomplished prior to the start of the 2019 pumpkin season.

Finance

Financial activity for the Bishop Pumpkin Farm consists of the following:

- Admission Fee Revenue
- Public Works and Public Safety Expenses

Admission Fee Revenue

Under the development agreement between the City of Wheatland and Bishop’s dated January 11, 2011, Bishop’s agreed to collect and pay to the City an Admissions Fee equal to 5% of the price of any Admission Charge collected on activities. Per the agreement, 50% of the collected revenue was deposited in the City’s General Fund to offset public works and public safety costs. The remaining 50% was deposited in the City’s Joint Admission Fund to be used for any public project agreed upon by the City and the Farm.

50 - 50 Split			
Fiscal Year (Jul through Jun)	General Fund	Special Fund	Total
2011 - 2012	\$11,989	\$11,989	\$23,978
2012 – 2013	14,389	14,389	28,778
2013 – 2014	15,914	15,914	31,828
2014 - 2015	21,710	21,710	43,420
2015 - 2016	25,367	25,367	50,734
2016 - 2017	20,936	20,936	41,872
Total 50-50 split	\$110,305	\$110,305	\$220,610

Under the first amendment to the development agreement dated September 26, 2017, the City and Bishop’s agreed to deposit 60% of collected revenue in the General Fund and 40% in the Joint Admission Fund. Admission fee revenue for fiscal year 2020 has not yet been received.

60 - 40 Split			
Fiscal Year (Jul through Jun)	General Fund	Special Fund	Total
2017 - 2018	\$39,829	\$26,553	\$66,382
2018 – 2019	45,065	30,043	75,108
Total 60-40 split	\$84,894	\$56,596	\$141,490

Public Works and Public Safety Expenses

Each year, the General Fund Admission Fee revenue is used to offset staffing and supply costs associated with Bishop’s activities. The Joint Admission Fund has been used to purchase signage and pay for contract services related to farm operational impacts. In August of 2019, Council committed to using a large portion of the Joint Admission Fund balance to pay for road paving between Main Street and Roddan Lane and on Wheatland Road.

The current balance in the Joint Admission Fund is \$93,621. After completion of the paving projects it is anticipated that the fund balance will be approximately \$5,000. The City has not yet received all revenue and expense information for the 2019 Bishop's season. A full accounting of the 2019 financial activity will be reported in the February 2020 mid-year budget report.

Public Safety

Prior to enacting the current traffic directional changes, resident complaints were focused on traffic congestion on Hwy 65 entering Wheatland from both S/B & N/B directions. The majority of complaints were at the 4th St. entrance onto Pumpkin Ln. (the only entrance the time) and streets between Main and First west of Hwy 65. When the new traffic patterns were established in 2017, officers were assigned traffic control duties during peak weekends that monitored both entrance locations and surrounding streets.

For 2019, the specific assignments for officers on peak weekends were to:

- Monitor traffic covering both entrances as before,
- Increase police presence/enforcement on Main Street, including setting up radar trailers to reduce speed on Main St. entering and exiting Bishop's.
- Patrol the grounds of Bishop's to reduce the potential of an active shooter incident like the one that recently happened at the Garlic Festival in Gilroy. This was done as often as possible with the limited personnel available.

Residents commenting at City Council meetings during the last several meetings have said there has been an increase in criminal activity, specifically on Main St. west of Hwy 65. One such complaint was that a resident had a delivery package stolen from the front porch. This incident was not reported to the police department.

The majority of complaints received by Yuba Co. dispatch were traffic related issues on Main St. Specific incidents that required a police response in direct relationship to the Bishop's season were;

- Two traffic collisions
- One DUI (coming into town going to Bishop's)
- Four traffic citations
- Two counterfeit investigations at Bishop's

Attachments

1. **Bishop's Pumpkin Farm Planned Development Zone**
2. **Environmental Checklist and Initial Study**
3. **Development Agreement Concerning Bishop Pumpkin Farm**
4. **Amendment No. 1 to Development Agreement Concerning Bishop Pumpkin Farm**
5. **Bishop Pumpkin Farm Business License**
6. **Distribution of Vehicle Trips for 2019 Bishop Pumpkin Farm Season**

BISHOP'S PUMPKIN FARM PLANNED DEVELOPMENT ZONE

I. PURPOSE

The purpose of the proposed Planned Development is to create a zone which reflects the goal of maintaining an Agricultural Entertainment/Tourism area that reflects the agricultural heritage of the City of Wheatland. The proposed Planned Development is consistent with the City of Wheatland General Plan designation of Park for the site. The Economic Development Chapter of the Wheatland General Plan notes that tourism needs to be expanded to strengthen Wheatland's economy. The General Plan also notes Wheatland's historical character and attractions such as Bishop's Pumpkin Farm are an important part of this effort. General Plan Policy 3.C.5 states "[...] the City shall cooperate with efforts to expand activities and facilities of the Bishop Pumpkin Farm." The proposed annexation and maintaining of the existing uses at the Bishop's Pumpkin Farm are consistent with the existing Park General Plan designation.

II. LAND USE

A. Zoning

The proposed zoning for the Planned Development site is Agriculture-Exclusive (A-E). The A-E zone is intended to be applied in areas which agriculture is and should be the desirable predominant use. This Planned Development Zone defines the specific development standards for the site.

B. Permitted and Accessory Uses

The principal permitted and accessory uses in the Bishop's Pumpkin Farm Planned Development include:

1. One single family dwelling;
2. Pumpkin sales;
3. Sales of ancillary items related to the agricultural entertainment/tourism such as baked goods and minor specialized retail; and
4. Limited events promoting agricultural entertainment/tourism.

The determination of the types of retail and events that are permitted shall be at the discretion of the Community Development Director. The Community Development Director has the discretion to ask the Planning Commission to make a determination.

C. Conditional Uses

The uses below are permitted only with the approval of a Conditional Use Permit by the Planning Commission:

1. Large scale special events promoting agricultural entertainment/tourism;
2. Building or group of buildings exceeding 4,000 square feet for the purpose of retail sales related to agricultural tourism;

D. Land Use Intensity

The intent of the Planned Development zone for Bishop's Pumpkin Farm is to promote agricultural entertainment/tourism. The primary use of the land, shall therefore be, the growing of agricultural products. Ancillary buildings consistent with the uses above are allowed provided the primary use of the site is the production of crops.

III. ARCHITECTURAL STANDARDS

A. Structures

All structures constructed on the site shall have an agricultural theme consistent with the existing theme of Bishop's Pumpkin Farm. All structures requiring a building permit shall be reviewed and approved by the Community Development Director. Small storage/maintenance buildings that are not part of the main activities are exempt from the agricultural theme.

B. Landscaping

Because the primary site use is agricultural production, landscaping is limited. However, in the more retail-oriented portions of the site, landscaping shall be provided as required in the Wheatland Municipal Code Section 18.60.130.

C. Signage

All proposed signs shall comply with the City's Sign Ordinance. The Community Development Director shall review any application for consistency with Sign Ordinance.

D. Other Development Features

Within the PD area, Bishop's Pumpkin Farm shall also have the ability to construct buildings/features related to agricultural tourism (i.e., small

unusual buildings, train stations, petting zoo, and coyote mountain). These unique features shall be reviewed and approved by the Community Development Director.

IV. DEVELOPMENT REGULATIONS

A. Lot Area

The minimum lot area in this Planned Development is 40 acres.

B. Setbacks

Structures shall be set back a minimum of 20 feet from property lines. Distance between structures shall be consistent with Building Code requirements.

C. Height Limits

Buildings shall not exceed 35 feet in height.

D. Parking

Parking shall be as it is for existing operations at the time of annexation. Parking required for any new structures or uses proposed shall be determined by the Community Development Director in conjunction with the approval of each building permit or by the Planning Commission in conjunction with a Conditional Use Permit, if required.

V. IMPLEMENTATION AND ADMINISTRATION

The existing uses at Bishop's Pumpkin Farm are permitted. Any additional uses will be reviewed and approved by the Community Development Director. The Director will determine whether the use is a permitted use or one that requires a Conditional Use Permit as defined above. The intent is to facilitate on-going operations of Bishop's Pumpkin Farm while ensuring that future uses are consistent with the City's vision for the site as an agricultural entertainment/tourism facility.

CITY OF WHEATLAND
ENVIRONMENTAL CHECKLIST
and
INITIAL STUDY

This Initial Study has been prepared by the City of Wheatland, 313 Main Street, Wheatland, California, 95692, pursuant to the California Environmental Quality Act (CEQA). Any questions regarding this document should be addressed to the City of Wheatland.

- | | |
|---|--|
| 1. Date: | July 2010 |
| 2. Project Title: | Bishop's Pumpkin Farm |
| 3. Contact Person and Phone Number: | William and Sandra Bishop |
| 4. Applicant's Name and Address: | William and Sandra Bishop
1415 Pumpkin Lane
Wheatland, CA 95692 |
| 5. Owner's Name and Address: | William and Sandra Bishop
1415 Pumpkin Lane
Wheatland, CA 95692 |
| 6. Project Location: | 1415 Pumpkin Lane
Wheatland, CA 95692
APN # 015-180-109 |
| 7. Existing County General Plan Designation: | Valley Agriculture |
| 8. Existing City General Plan Designation: | Park (P) |
| 9. Proposed City General Plan Designation: | N/A |
| 10. Existing County Zoning: | Yuba County – Agricultural Exclusive,
40-Acre Minimum (AE-40) |
| 11. Proposed City Zoning: | City of Wheatland – Agriculture Exclusive
(AE) with Planned Development (PD)
Overlay |

12. Description of Proposed Project:

Bishop's Pumpkin Farm is located at 1415 Pumpkin Lane in the City of Wheatland (See Figures 1 and 2). Bishop's Pumpkin Farm has been a family operation serving the Wheatland community and the region since 1973.

Bishop's Pumpkin Farm occupies approximately 40 acres and the primary pumpkin sales and related operations occur from mid-September through October 31st. Typical hours of operation during this time are Sunday through Thursday, 9:00 am to 6:00 pm, and on Friday and Saturday, 9:00 am to 7:00 pm.

The main function is the selling of pumpkins but many ancillary activities occur, such as hay rides, pony rides, corn maze, petting zoo, and rides on the Bishop's Pumpkin Farm railroad. The farm also provides entertainment events such as pig races and chicken show. In addition, the Bishop's Pumpkin Farm offers a retail area which sells food, baked goods, candy, and specialty gift items.

During the spring months Bishop's Pumpkin Farm offers an educational program called Hamburger Farm which provides a tour of the farm showing all the crops needed for making a hamburger. In addition, the Bishop's Pumpkin Farm allows special events at the site during off peak times. Events include company picnics, birthday parties and other large gatherings. The Farm also hosts community events such as a 5K Pumpkin Run/Walk for the Red Cross, as well as music and children's events.

The Bishops have requested that the City of Wheatland annex the pumpkin farm property and have submitted an application requesting Council approval of an annexation resolution and pre-zoning of the site to Agriculture Exclusive - Planned Development (AE-PD) zone. The existing General Plan designation of the site is Park and the proposed pre-zoning and existing use of the site is consistent with the General Plan designation. The applicant is not seeking to change the existing use of the site.

If the City Council approves the annexation request, an application will be submitted to the Yuba County Local Agency Formation Commission (LAFCO) for annexation. LAFCO will review the application for consistency with its policies and procedures. In addition, a property tax sharing agreement will need to be negotiated between Yuba County and the City of Wheatland prior to LAFCO action.

Figure 1
Regional Location

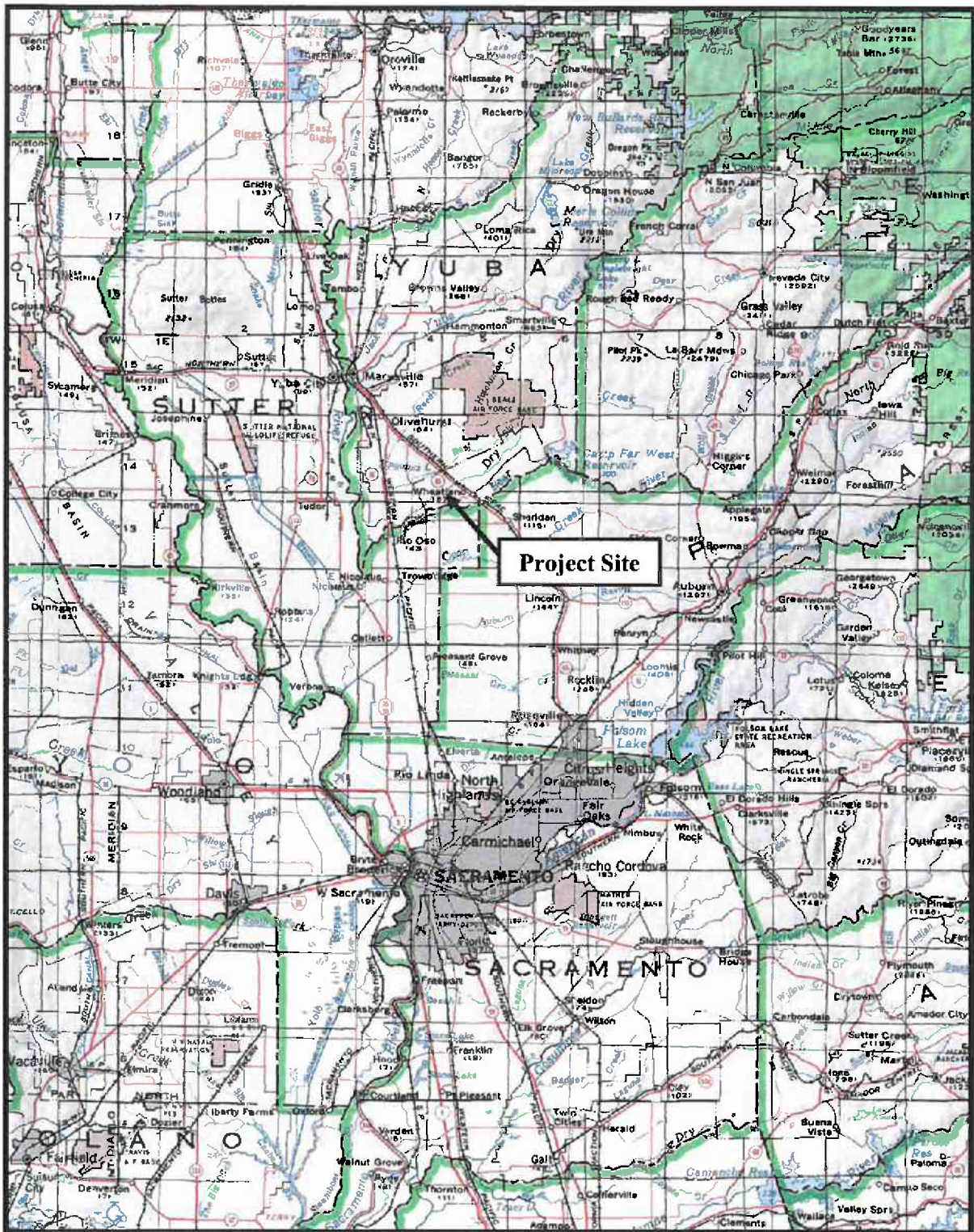


Figure 2
Project Location



The proposed annexation will allow the Bishop's Pumpkin Farm to connect to the City's water and wastewater system. The applicant will connect to the existing City water and sewer systems through an existing easement, Pumpkin Lane, which serves as the primary access to the site. The applicant will construct water and sewer mains from existing water and sewer mains at the southerly terminus of G Street approximately 1,900-feet to their property. The applicant will construct a privately owned and operated sewer lift station for collection and conveyance of wastewater generated on their site. Existing septic systems will be abandoned in accordance with County standards. In addition, any connections to the existing water wells for domestic use will be removed and remaining wells will be used only for agricultural purposes.

A PD zone will be created consistent with the recent Planned Development Ordinance adopted by the City Council. The purpose of the PD will be to outline the existing uses that are permitted and to define the process necessary for any future expansions or modifications to the site operations.

13. Background:

This Initial Study identifies and analyzes the potential environmental impacts of the proposed project. The information and analysis presented in this document is organized in accordance with the order of the CEQA checklist in Appendix G of the CEQA Guidelines. If the analysis provided in this document identifies potentially significant environmental effects of the project, mitigation measures that should be applied to the project are prescribed.

The mitigation measures prescribed for environmental effects described in this Initial Study will be implemented in conjunction with the project, as required by CEQA. The mitigation measures will be incorporated into the project through project conditions of approval. The City will adopt findings and a Mitigation Monitoring/Reporting Program for the project in conjunction with its approval of the project.

The environmental setting and impact discussion for each section of this Initial Study have been largely based on information in the *City of Wheatland General Plan*, adopted July 2006, and the *City of Wheatland General Plan Draft EIR*, adopted July 2006.

14. Required Approvals:

In order to develop the proposed project on the project site, the project requires the following approvals:

- Approval of the Mitigated Negative Declaration and Mitigation Monitoring/Reporting Program;
- Annexation of 43.57 acres into the City of Wheatland; and
- Prezone of the project site to AE-PD.

15. Surrounding Land Uses and Setting:

Surrounding land uses include the Wheatland Union High School and agricultural land to the north, and agricultural land to the south, east, and west.

16. Summary of Potentially Affected Environmental Factors:

The environmental factors checked below would be potentially affected by this project, involving at least one impact that is a “Less-Than-Significant Impact with Mitigation Incorporated” as indicated by the attached **CHECKLIST** included on the following pages.

<input type="checkbox"/> Aesthetics	<input type="checkbox"/> Agriculture and Forestry Resources	<input type="checkbox"/> Air Quality
<input type="checkbox"/> Biological Resources	<input checked="" type="checkbox"/> Cultural Resources	<input type="checkbox"/> Geology and Soils
<input type="checkbox"/> Greenhouse Gas Emissions	<input type="checkbox"/> Hazards and Hazardous Materials	<input type="checkbox"/> Hydrology and Water Quality
<input type="checkbox"/> Land Use and Planning	<input type="checkbox"/> Mineral Resources	<input type="checkbox"/> Noise
<input type="checkbox"/> Population and Housing	<input checked="" type="checkbox"/> Public Services	<input type="checkbox"/> Recreation
<input checked="" type="checkbox"/> Transportation and Traffic	<input checked="" type="checkbox"/> Utilities and Service Systems	<input type="checkbox"/> Mandatory Findings of Significance

17. Determination: (Completed by the Lead Agency, City of Wheatland)

On the basis of this initial evaluation:

- I find that the proposed project COULD NOT have a significant effect on the environment, and a NEGATIVE DECLARATION will be prepared.
- I find that although the proposed project could have a significant effect on the environment, there will not be a significant effect in this case because revisions in the project have been made by or agreed to by the project proponent. A MITIGATED NEGATIVE DECLARATION will be prepared.
- I find that the proposed project MAY have a significant effect on the environment, and an ENVIRONMENTAL IMPACT REPORT is required.
- I find that the proposed project MAY have a “potentially significant impact” or “potentially significant unless mitigated” impact on the environment, but at least one effect 1) has been adequately analyzed in an earlier document pursuant to applicable legal standards, and 2) has been addressed by mitigation measures based on the earlier analysis as described on attached sheets. An ENVIRONMENTAL IMPACT REPORT is required, but it must analyze only the effects that remain to be addressed.
- I find that although the proposed project could have a significant effect on the environment, because all potentially significant effects (a) have been analyzed adequately in an earlier EIR or NEGATIVE DECLARATION pursuant to applicable standards, and (b) have been avoided or mitigated pursuant to that earlier EIR or NEGATIVE DECLARATION, including revisions or mitigation measures that are imposed upon the proposed project, nothing further is required.

Signature
Tim Raney, Community Development Director

Date

CHECKLIST OF ENVIRONMENTAL IMPACTS

I. AESTHETICS

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Have a substantial adverse effect on a scenic vista?				X
b) Substantially damage scenic resources, including, but not limited to, trees, rock outcroppings, and historic buildings within a state scenic highway.				X
c) Substantially degrade the existing visual character or quality of the site and its surroundings?				X
d) Create a new source of substantial light or glare that would adversely affect day or nighttime views in the area?			X	

Discussion of Determination:

- a-c. The *City of Wheatland General Plan EIR* does not designate the proposed project site as a scenic vista and the site does not have rock outcroppings, historic buildings, nor is it visible from a scenic highway. The surrounding land uses include a school site, future residential development, and agricultural properties. The proposed annexation and rezoning of the Bishop's Pumpkin Farm site would not result in additional development. The *City of Wheatland General Plan Land Use Diagram* currently designates the proposed project site as Park and the maintenance of existing operations are consistent with the land use designation. Because the proposed project would not result in any modifications to the visual resources and character of the area, ***no impact*** would occur.
- d. The project site currently emits little light or glare. The proposed annexation and rezoning would not result in any modifications of land use on the project site. Therefore, the light and glare emitted from the site would not change, resulting in a ***less-than-significant*** impact.

II. AGRICULTURE AND FORESTRY RESOURCES

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Convert Prime Farmland, Unique Farmland, or Farmland of Statewide Importance (Farmland), as shown on the maps prepared pursuant to the Farmland Mapping and Monitoring Program of the California Resources Agency, to non-agricultural use?				X
b) Conflict with existing zoning for agricultural use, or a Williamson Act contract?				X
c) Conflict with existing zoning for, or cause rezoning of, forest land, timberland, or timberland zoned Timberland Production?				X
d) Result in the loss of forest land or conversion of forest land to non-forest use?				X
e) Involve other changes in the existing environment which, due to their location or nature, could result in conversion of Farmland, to non-agricultural use or conversion of forest land to non-forest land?				X

Discussion of Determination:

- a-b. The project site is currently designated a combination of Grazing Land and Prime Farmland. In addition, Yuba County does not participate in the Williamson Act program. The project includes the annexation and rezoning of the 40-acre Bishop's Pumpkin Farm and does not include the modification of any existing uses. The proposed annexation and rezoning would have *no impact* on the conversion of farmland, conflict with existing agricultural zoning, or conflict with a Williamson Act contract.
- c-d. The project site is not forest land or zoned for Timberland Production. Therefore the annexation and rezoning of the project site would result in *no impact* to forestry resources.
- e. The proposed project includes annexation and rezoning of the project site while maintaining the existing operations. Therefore, the proposed project would not result in the conversion of farmland or forestland to non farmland and forestland uses and *no impact* would occur.

III. AIR QUALITY

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Conflict with or obstruct implementation of applicable air quality plan?			X	
b) Violate any air quality standard or contribute substantially to an existing or projected air quality violation?			X	
c) Result in a cumulatively considerable net increase of any criteria pollutant for which the project region is non-attainment under an applicable federal or state ambient air quality standard (including releasing emissions that exceed quantitative thresholds for ozone precursors)?			X	
d) Expose sensitive receptors to substantial pollutant concentrations?			X	
e) Create objectionable odors affecting a substantial number of people?			X	

Discussion of Determination:

- a-d. The proposed project site would be located within the Feather River Air Quality Management District (FRAQMD) in the Sacramento Valley Air Basin (SVAB). The California Environmental Quality Act (CEQA) guidelines state that a project would have a significant effect on air quality if the project violates any ambient air quality standards, contributes substantially to an existing or projected air quality violation, or exposes sensitive receptors to substantial pollutant concentrations.

The operation of the existing Bishop's Pumpkin Farm includes air quality emissions associated with the agricultural operations as well as the traffic of employees and visitors to the site. The proposed project includes the annexation and rezoning of the project site, which would not result in an increase in operational emissions. The annexation to the City of Wheatland, however, would allow the connection to the City water and wastewater services. The connection to existing water and sewer mains would be at the terminus of G Street, approximately 1,900 feet from the project site. The construction of this off-site infrastructure would result in an increase in temporary emissions including dust from trenching and exhaust from the construction equipment. Because the construction involves only trenching and not grading of the site, minimal amounts of dust will be created and the amount of equipment will be minimal. In addition, the construction contractor will be required to comply with FRAQMD requirements. Therefore, the proposed project would be expected to result in a *less-than-significant* impact with regard to operational and construction-related air quality emissions.

- e. The existing operations on the project site include agricultural uses which have the potential to create objectionable odors. However, the proposed annexation and rezoning of the project site would not modify the existing operations, resulting in a *less-than-significant* impact regarding odors.

IV. BIOLOGICAL RESOURCES

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Have substantial adverse effects, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
b) Have a substantial adverse effect on any riparian habitat or other sensitive natural community identified in local or regional plans, policies, and regulations or by the California Department of Fish and Game or U.S. Fish and Wildlife Service?			X	
c) Have a substantial adverse effect on federally protected wetlands as defined by Section 404 of the Clean Water act (including, but not limited to, marsh, vernal pool, coastal, etc.) through direct removal, filling, hydrological interruption, or other means?			X	
d) Interfere substantially with the movement of any native resident or migratory fish or wildlife species or with established native resident or migratory wildlife corridors, or impede the use of native wildlife nursery sites?			X	
e) Conflict with any local policies or ordinances protecting biological resources, such as a tree preservation policy or ordinance?			X	
f) Conflict with the provisions of an adopted Habitat Conservation Plan, Natural Community Conservation Plan, or other approved local, regional or state habitat conservation plan?			X	

Discussion of Determination:

- a-e. The project includes the annexation and rezoning of the 40-acre Bishop's Pumpkin Farm and does not include the modification of any existing uses. The annexation to the City of Wheatland, however, would allow the connection to the City water and wastewater services. The connection to existing water and sewer mains would be at the terminus of G Street, approximately 1,900 feet from the project site. The construction of this off-site infrastructure would be located in an existing easement which also serves as the access road to the project site. Therefore, the construction of the off-site infrastructure and sewer lift station would not be located on lands that provide suitable habitat for wildlife species. In addition, the area of the off-site infrastructure does not contain any wetlands and trees will not be removed. Therefore, the proposed project would result in a *less-than-significant* impact with regard to impacting biological resources on the proposed project site.

- f. Yuba County is currently in the process of drafting a Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP) with Sutter County. However, because a County-wide NCCP/HCP has not yet been adopted, *no impact* would occur.

V. CULTURAL RESOURCES

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Cause a substantial adverse change in the significance of a historical resource as defined in §15064.5?		X		
b) Cause a substantial adverse change in the significance of an archaeological resource pursuant to §15064.5?		X		
c) Directly or indirectly destroy a unique paleontological resource or site or unique geologic feature?		X		
d) Disturb any human remains, including those interred outside of formal cemeteries?		X		

Discussion of Determination:

- a-d. The City of Wheatland General Plan EIR states that implementation of the General Plan buildout could uncover unidentified cultural resources during construction and excavation activities. The General Plan EIR notes a City historic landmark, Armstead Field, on the project site, which was a town baseball field and rodeo grounds. After further research and communications with City residents, it was determined that the map in the General Plan EIR placed the location too far to the west. The actual location is near the end of the terminus of Main Street and not on the project site.

The proposed project site has not undergone a cultural resources survey and it is unknown if archaeological or paleontological resources exist onsite. The annexation and rezoning of the project site would not result in any changes that could affect cultural resources. However, the off-site infrastructure connection to the existing City water and sewer main would require trenching which could result in the disturbance of unidentified archaeological resources, paleontological resources, or human remains may be uncovered. Therefore, a **potentially significant** impact could result.

Mitigation Measure(s)

Implementation of the following mitigation measure would ensure the impact to cultural and historic resources would be reduced to a *less-than-significant* level.

- V-1. In the event that any historic surface or subsurface archaeological features or deposits, including locally darkened soil (midden), that could conceal cultural deposits, animal bone, shell, obsidian, mortars, or human remains, are uncovered during construction, work within 100 feet of the find shall cease immediately, and the City of Wheatland and a qualified archaeologist shall be contacted immediately to determine if the resource is significant*

and to determine appropriate mitigation. Any artifacts uncovered shall be recorded and removed to a location to be determined by the archaeologist.

VI. GEOLOGY AND SOILS

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Expose people or structures to potential substantial adverse effects, including the risk of loss, injury, or death involving:				
i) Rupture of a known earthquake fault, as delineated on the most recent Alquist-Priolo Earthquake Fault Zone Map issued by the state Geologist for the area or based on other substantial evidence of a known fault? Refer to Division of Mines and Geology Special Publication 42.			X	
ii) Strong seismic ground shaking?			X	
iii) Seismic-related ground failure, including liquefaction?			X	
iv) Landslides?				X
b) Result in substantial soil erosion, or the loss of topsoil?			X	
c) Be located on a geologic unit or soil that is unstable, or that would become unstable as a result of the project, and potentially result in on-or off-site landslide, lateral spreading, subsidence, liquefaction or collapse?			X	
d) Be located on expansive soil, as defined in Table 18-1-B of the Uniform Building Code (1994), creating substantial risks to life or property?			X	
e) Have soils incapable of adequately supporting the use of septic tanks or alternative wastewater disposal systems where sewers are not available for the disposal of wastewater?			X	

Discussion of Determination:

ai-aiii,c,d. The Wheatland General Plan EIR states that active faults have not been identified in the Wheatland region and that historical records verify the lack of earth movement in the area. However, in the period from 1900-1976, five events with a Richter Scale magnitude of 5.0 or greater occurred in the Wheatland area. The majority of significant, historic faulting (and ground shaking) within the City of Wheatland has been generated along distant faults, within a one hundred-mile radius of the project site. The nearest, significant earthquake was the Oroville earthquake of 1975. The epicenter for this earthquake (Richter magnitude of 5.7) was located approximately 30 miles north of the site and is generally associated with the Cleveland Hill fault, a portion of the Foothills Fault System.

The proposed project site is located in an area rated as a low-intensity earthquake zone (Seismic Zone II). Although a low potential for seismic activity exists in the project area, the potential exists for an earthquake to cause ground shaking, which could damage structures.

Liquefaction is a phenomenon whereby loose, saturated, granular soil deposits lose a significant portion of their shear strength due to excess pressure buildup such as that caused by an earthquake. According to the Wheatland General Plan EIR, the portion of the County that includes the Wheatland area is potentially susceptible to liquefaction because the area is underlain by unconsolidated sands and finer grained material

The annexation and rezoning of the project site would not result in the exposure of any additional structures or people to hazards associated with ground shaking or liquefaction. However, the necessary off-site infrastructure could be damaged by such events. The City of Wheatland standard specifications for the construction of infrastructure ensure that the design incorporates necessary measures for potential ground shaking and liquefaction. Therefore, City codes ensure a *less-than-significant* impact would result.

- aiv. The Wheatland General Plan EIR states that the potential for seismically induced landslides is low because of the topography of the area. The project site and location of off-site infrastructure is generally flat and is not bordered by any hilly terrain. Therefore, *no impact* would occur.
- b. The annexation and rezoning of the project site would not result in any modification to the land uses on the project site and grading would not occur. The annexation, however, would allow the connection to existing City water and sewer mains located off-site. During construction of the off-site infrastructure the area would be trenched and backfilled. Therefore, minimal soil disturbance would occur with the construction of the infrastructure and a *less-than-significant* impact would result.
- e. The proposed project would include the construction of off-site infrastructure to connect to the City's existing water and wastewater service. Upon connection to the City's system, existing septic systems on the project site would be abandoned in accordance with Yuba County Department of Environmental Health. Because the project would abandon septic systems, a *less-than-significant* impact would occur.

VII. GREENHOUSE GAS EMISSIONS

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Generate greenhouse gas emissions, either directly or indirectly, that may have a significant impact on the environment?			X	
b) Conflict with an applicable plan, policy or regulation adopted for the purpose of reducing the emissions of greenhouse gases?			X	

Discussion of Determination:

- a-b. The cumulative increase in greenhouse gas (GHG) concentrations in the atmosphere has contributed to, and will continue to contribute to, increases in global average temperature and associated shifts in climatic and environmental conditions. Multiple adverse environmental effects are attributable to global climate change, such as sea level rise, increased incidence and intensity of severe weather events (e.g., heavy rainfall, droughts), and extirpation or extinction of plant and wildlife species. Given the significant adverse environmental effects linked to global climate change induced by GHGs, the emission of GHGs is considered a significant cumulative impact. Emissions of GHGs contributing to global climate change are attributable in large part to human activities associated with the industrial/manufacturing, utility, transportation, residential, and agricultural sectors (California Energy Commission 2006a). Therefore, the cumulative global emissions of GHGs contributing to global climate change can be attributed to every nation, region, and city, and virtually every individual on Earth. The challenge in assessing the significance of an individual project's contribution to global GHG emissions and associated global climate change impacts is to determine whether a project's GHG emissions—which are at a micro-scale relative to global emissions—result in a cumulatively considerable incremental contribution to a significant cumulative macro-scale impact.

The City of Wheatland General Plan and EIR was adopted in 2006, prior to the practice and requirement of incorporating discussions of GHG discussions. The General Plan, does however, address air quality and the need to promote alternative forms of transportation, reduce air quality emissions, and promote energy efficiency.

The proposed annexation and rezoning would not change the use of the project site. Therefore, GHG emissions would not change and the project would not result in a conflict with a policy to reduce GHG emission, resulting in a *less-than-significant* impact.

VIII. HAZARDS AND HAZARDOUS MATERIALS

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Create a significant hazard to the public or the environment through the routine transport, use, or disposal of hazardous materials?			X	
b) Create a significant hazard to the public or the environment through reasonably foreseeable upset and accident conditions involving the release of hazardous materials into the environment.			X	
c) Emit hazardous emissions or handle hazardous or acutely hazardous materials, substances, or waste within one-quarter mile of an existing or proposed school?			X	
d) Be located on a site which is included on a list of hazardous materials sites compiled pursuant to Government Code Section 65962.5 and, as a result, would it create a significant hazard to the public or the environment?				X
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project result in a safety hazard for people residing or working in the project area?			X	
f) For a project within the vicinity of a private airstrip, would the project result in a safety hazard for people residing or working in the project area?				X
g) Impair implementation of a physically interfere with an adopted emergency response plan or emergency evacuation plan?				X
h) Expose people or structures to a significant risk of loss, injury or death involving wildland fires, including where wildlands are adjacent to urbanized areas or where residences are intermixed with wildlands?				X

Discussion of Determination:

- a-c. The proposed project includes the annexation and rezoning of the Bishop's Pumpkin Farm site. The annexation and rezoning would not involve the modification of any of the existing uses on the site. While the agricultural operations on site have the potential to use materials that may be considered hazardous, the amount and nature of those uses would not change as a result of the annexation and rezoning. In addition, while the site is located within one-quarter mile of Wheatland High School, any use of hazardous materials at the site is regulated by the State and Yuba County. Therefore, the proposed project would be expected to result in a *less-than-significant* impact.

- d. The project site is not located on or in proximity to a site that his listed pursuant to Government Code Section 65962.5. Therefore, *no impact* would occur.
- e. Beale Air Force Base is located approximately six miles north of the project site. The 1992 *Beale Air Force Base Comprehensive Land Use Plan* (Beale AFB CLUP) was drafted by the Airport Land Use Commission (ALUC) to determine acceptable land uses for the Beale AFB. Safety policies related to airfield operations were based upon height restriction, noise restriction, and safety restriction. The Beale AFB CLUP states that airfield safety areas are (a) established to minimize the number of people exposed to aircraft crash hazards, and are (b) determined by placing restrictions on land uses in various safety areas. Dimensions of the safety areas were determined by analyzing historical aircraft accident data and designating safety zone dimensions that encompass significant hazard areas. The Beale AFB CLUP designates three safety areas:
- The clear zone, which is located near the end of the runway (most restrictive);
 - The approach-departure zone, which is located under the takeoff and landing slopes (less restrictive); and
 - The overflight zone, which is the area located under the traffic pattern (least restrictive).

According to the City of Wheatland General Plan, the project site is within the overflight zone. According to the Beale Air Force Base Overflight Guidelines, the following types of development should be restricted: chemical and allied products manufacturing; petroleum refining; rubber and plastics manufacturing; regional shopping centers; colleges and universities; hospitals; jails and detention centers; motion picture theater complexes; professional sport developments; stadiums and arenas; auditoriums; concert halls and amphitheaters; fairgrounds and expositions; racetracks; and theme parks. It should be noted that a Joint Land Use Study has been prepared by the State Office of Planning & Research, and that the Beale AFB CLUP is currently being updated by the Sacramento Area Council of Governments (SACOG). Until adoption of a new CLUP, the 1992 Beale AFB CLUP remains in effect.

The proposed project does not include modifications to any existing land uses; therefore, *less-than-significant* public airport safety impacts would result from the development of the proposed project.

- f. The project site is not located within the vicinity of a private airstrip. Therefore, private airstrips would have *no impact* on the proposed project.
- g,h. The project would not have an effect on any emergency plan and the project would not impair any known emergency plans or activities. In addition, the project area does not qualify as “wildlands” where wildland fires are a risk to structures. Therefore, the proposed project would have *no impact* on emergency plans and would not be impacted by wildfires.

IX. HYDROLOGY AND WATER QUALITY

Would the project?	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Violate any water quality standards or waste discharge requirements?			X	
b) Substantially deplete groundwater supplies or interfere substantially with groundwater recharge such that there would be a net deficit in aquifer volume or a lowering of the local groundwater table level (e.g., the production rate of pre-existing nearby wells would drop to a level which would not support existing land uses or planned uses for which permits have been granted)?			X	
c) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, in a manner which would result in substantial erosion or siltation on- or off-site?			X	
d) Substantially alter the existing drainage pattern of the site or area, including through the alteration of the course of a stream or river, or substantially increase the rate or amount of surface runoff in a manner that would result in flooding on- or off-site?			X	
e) Create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff?			X	
f) Otherwise substantially degrade water quality?			X	
g) Place housing within a 100-year flood hazard area as mapped on a federal Flood Hazard Boundary of Flood Insurance Rate Map or other flood hazard delineation map?			X	
h) Place within a 100-year flood hazard area structures that would impede or redirect flood flows?			X	
i) Expose people or structures to a significant risk of loss, injury or death involving flooding, including flooding as a result of the failure of a levee or dam?			X	
j) Inundation by seiche, tsunami, or mudflow?				X

Discussion of Determination:

- a-f. The site is currently operated as a pumpkin farm with other agricultural entertainment uses. The existing agricultural operations on the site would involve potential erosion of on-site soils and discharge of sediment. However, the annexation and rezoning of the project site would not result in a modification of existing uses, and therefore would not increase the potential for degradation of downstream water quality beyond what currently exists. The

annexation and rezoning of the project site would also not result in a modification of impervious surfaces which could result in increased runoff or reduction in groundwater recharge. Therefore, a *less-than-significant* impact would result.

- g-i. According to FEMA flood maps of the proposed project area (FIRM Map Community Panel #0604270400B), the proposed project is in Zone A and Zone C, an area of minimal flooding and an area within the 100-year floodplain. The proposed project does not include residential structures and does not include modifications to the existing uses on the Bishop's Pumpkin Farm. Therefore, the proposed project would be expected to have a *less-than-significant* impact with regard to placing sensitive land uses within a 100-year floodplain.

- j. A tsunami is a sea wave caused by submarine earth movement. A seiche is an oscillation of the surface of a lake or landlocked sea. The proposed project site is not in close proximity to the ocean, a land locked sea or lake to be at risk from inundation from these phenomena. In addition, the proposed project is relatively flat and has a low risk of being impacted by mudslides. Therefore, these phenomena would have *no impact* on the project.

X. LAND USE AND PLANNING

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Physically divide an established community?				X
b) Conflict with any applicable land use plan, policy, regulation of an agency with jurisdiction over the project (including, but not limited to the general plan, specific plan, local coastal program, or zoning ordinance) adopted for the purpose of avoiding or mitigating an environmental effect?			X	
c) Conflict with any applicable habitat conservation plan or natural community conservation plan?			X	

Discussion of Determination:

- a. The proposed project site is currently operated as the Bishop’s Pumpkin Farm. The annexation and rezoning of the site would not change the existing uses on site and would not physically divide an established community; therefore, *no impact* would occur.
- b. The proposed project site is currently operated as the Bishop’s Pumpkin Farm. The site is currently in Yuba County and designated as Valley Agriculture. The current Wheatland General Plan designation for the site is Park. The proposed rezoned of the site is to Agriculture Exclusive - Planned Development (AE-PD). The purpose of the Planned Development designation is to ensure that the agricultural entertainment facility of Bishop’s Pumpkin Farm is maintained as an asset to the community and remains consistent with the City of Wheatland General Plan. The proposed project does not conflict with a policy adopted for the purpose of avoiding or mitigating an environmental effect. Therefore, a *less-than-significant* impact would result.
- c. Yuba County is currently in the process of drafting a Natural Community Conservation Plan (NCCP)/Habitat Conservation Plan (HCP) with Sutter County. However, because a County-wide NCCP/HCP has not yet been adopted, *no impact* would occur.

XI. MINERAL RESOURCES

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Result in the loss of availability of a known mineral resource that would be of value to the region and the residents of the state?				X
b) Result in the loss of availability of a locally important mineral resource recovery site delineated on a local general plan, specific plan or other land use plan?				X

Discussion of Determination:

- a,b. According to the Wheatland General Plan (p. 6-45), mineral resources that are present in the area include: precious metals, copper, zinc, Fullers earth, sand and gravel, and crushed stone. The proposed project site has been historically used for agricultural purposes and does not support any known mineral deposits or resources. Therefore, *no impact* to mineral resources would occur as a result of the construction of the proposed project.

XII. NOISE

Would the project result in:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Exposure of persons to or generation of noise levels in excess of standards established in the local general plan or noise ordinance, or applicable standards of other agencies?			X	
b) Exposure of persons to or generation of excessive groundborne vibration or groundborne noise levels?			X	
c) A substantial permanent increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
d) A substantial temporary or periodic increase in ambient noise levels in the project vicinity above levels existing without the project?			X	
e) For a project located within an airport land use plan or, where such a plan has not been adopted, within two miles of a public airport or public use airport, would the project expose people residing or working in the project area to excessive noise levels?			X	
f) For a project within the vicinity of a private airstrip, would the project expose people residing or working in the project area to excessive noise levels?				X

Discussion of Determination:

- a-c. The existing operations at the site are seasonal and are not proposed to be changed as part of the proposed annexation and rezoning. Typical hours of operation are from 9:00 in the morning until 6:00 or 7:00 in the evening. Noise generating sources include the agricultural operations, traffic noise from visitors to the site, and occasional special events. The annexation and rezoning of the site would not result in modification of the existing site operations. Therefore, the proposed project would be expected to have a *less-than-significant* impact with regard to the exposure of surrounding sensitive receptors to excessive noise.
- d. The construction of the off-site infrastructure could result in a temporary or periodic increase in noise levels with the use of trenching machines and construction workers during the construction process. However, construction activities would be temporary in nature and would likely occur during normal daytime working hours, resulting in a *less-than-significant* impact.
- e. According to the Wheatland General Plan EIR on page 4.11-24, the Comprehensive Land Use Plan (CLUP) for Beal Air Force Base, the 65 dB CNEL noise exposure contours extend into portions of the Wheatland Study Area. However, as indicated in Figure 4.11-1 of the *City of Wheatland General Plan EIR*, the proposed project site is not within the 65

dB CNEL exposure contour areas and would not be expected to be impacted by excessive noise from overflights. Therefore, the proposed project would result in a *less-than-significant* impact.

- f. The project is not in the vicinity of a private landing strip. Therefore, the proposed project would result in *no impact* in association with aircraft noise.

XIII. POPULATION AND HOUSING

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Induce substantial population growth in an area, either directly (for example, by proposing new homes and businesses) or indirectly (for example, through extension of roads or other infrastructure.			X	
b) Displace substantial numbers of existing housing necessitating the construction of replacement housing elsewhere?				X
c) Displace substantial numbers of people, necessitating the construction of replacement housing elsewhere?				X

Discussion of Determination:

- a. An impact to population and housing is considered significant if the project would induce substantial population growth in an area either directly or indirectly. The proposed project does not include housing or substantial job creation. While the project includes the construction of off-site infrastructure, the capacity would be designed to accommodate only the operations at the Bishop's Pumpkin Farm. Therefore, a *less-than-significant* impact would occur in regards to the project inducing substantial population growth.
- b,c. The project does not involve displacement of housing or people. Therefore, *no impact* would occur.

XIV. PUBLIC SERVICES

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
Substantial adverse physical impacts associated with the provision of new or physically altered governmental facilities, need for new or physically altered governmental facilities, the construction of which could cause significant environmental impacts, in order to maintain acceptable service ratios, response times or other performance objectives for any of the public services:				
a. Fire protection?			X	
b. Police protection?		X		
c. Schools?			X	
d. Parks?			X	

Discussion of Determination:

- a. Effective January 1, 2006, Plumas-Brophy Fire District and the Wheatland Fire Department merged operations under a joint powers agreement. The joint powers agreement established a Joint Powers Authority (JPA) called the Wheatland Fire Authority (WFA), which operates as a regional fire protection agency. The proposed annexation and rezoning would not modify the provider of fire services to the project site. In addition, the existing use on the site would not be modified requiring emergency services beyond what are already needed. The proposed annexation, however, would allow the site to connect to the City water system which would improve fire flow options to the project site.

Therefore, because the proposed project site would not result in the increase in demand for fire services, and because the project includes extending City water service to the site, the impact related to the annexation and rezoning of the proposed project would result in a *less-than-significant* impact.

- b. The project site is currently located within Yuba County and provided services by the Sheriff Department. Upon annexation the project site would be provided law enforcement services by the Wheatland Police Department. The proposed annexation and rezoning would not result in modifications to the existing land uses on the project site; however, the Wheatland Police Department would be responsible for providing police protection services. Without adequate funding for on-going operations at existing police facilities, additional facilities may need to be constructed. Therefore, the impact would be considered *potentially significant*.

Mitigation Measure(s)

Implementation of the following mitigation measure would ensure adequate funding for police operations resulting in a *less-than-significant* impact.

XIV-2. Prior to submittal of the annexation application to LAFCO, the property owner shall enter into an agreement with the City of Wheatland which outlines the owner's commitment to pay a fair share funding for the operations of the Wheatland Police Department services to the site.

- c. Implementation of the proposed project would not add to the enrollment of the two existing school districts. Therefore, the proposed project would have ***no impact*** on schools.
- d. The proposed project would not result in an increase in the population of the City of Wheatland. Therefore, the project would not increase the demand for park space or other public services. As a result, proposed project would have ***no impact*** on parks and other public facilities.

XV. RECREATION

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Would the project increase the use of existing neighborhood and regional parks or other recreational facilities such that substantial physical deterioration of the facility would occur or be accelerated?				X
b) Does the project include recreational facilities or require the construction or expansion of recreational facilities that might have an adverse physical effect on the environment?				X

Discussion of Determination:

- a,b. The proposed project would not result in an increase in the population of the City of Wheatland. Therefore, the project would not increase the demand on existing neighborhood and regional park facilities. Neither does the project involve the construction of recreational facilities that might have an adverse effect on the environment. The proposed annexation and rezoning helps the City to ensure that the agricultural entertainment facility is maintained within the City consistent with the Park General Plan designation of the site. As a result, the proposed project would have *no impact* on parks and recreational facilities.

XVI. TRANSPORTATION AND TRAFFIC

Would the project:	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Conflict with an applicable plan, ordinance or policy establishing measures of effectiveness for the performance of the circulation system, taking into account all modes of transportation including mass transit and non-motorized travel and relevant components of the circulation system, including but not limited to intersections, streets, highways and freeways, pedestrian and bicycle paths, and mass transit?			X	
b) Conflict with an applicable congestion management program, including but not limited to level of service standards and travel demand measures, or other standards established by the county congestion management agency for designated roads or highways?			X	
c) Result in a change in air traffic patterns, including either an increase in traffic levels or a change in location that results in substantial safety risks?			X	
d) Substantially increase hazards due to a design feature (e.g., sharp curves or dangerous intersection) or incompatible uses (e.g., farm equipment)?		X		
e) Result in inadequate emergency access?			X	
f) Conflict with adopted polices, plans or programs regarding public transit, bicycle, or pedestrian facilities, or otherwise decrease the performance or safety of such facilities?			X	

Discussion of Determination:

- a,b,e. The proposed project includes the annexation and rezoning of the existing Bishop's Pumpkin Farm site. The project would result in annexation of the existing operations. Traffic accessing the project site currently uses City roadways and the volumes of traffic are not expected to change due to the annexation and rezoning. In addition, the proposed annexation and rezoning would not conflict with a congestion management program or result in inadequate emergency access. Therefore, a *less-than-significant* impact would result.
- c. The project site is located within the Beale AFB CLUP. According to the Beale Air Force Base Overflight Guidelines, the following types of development should be restricted: chemical and allied products manufacturing; petroleum refining; rubber and plastics manufacturing; regional shopping centers; colleges and universities; hospitals; jails and detention centers; motion picture theater complexes; professional sport developments;

stadiums and arenas; auditoriums; concert halls and amphitheaters; fairgrounds and expositions; racetracks; and theme parks. The proposed project does not include any modification to existing land uses; therefore, *less-than-significant* air traffic pattern impacts would result from the development of the proposed project. It should be noted that the Beale AFB CLUP is currently being updated.

- d. The proposed project includes the annexation and rezoning of the existing Bishop's Pumpkin Farm site. The project would result in annexation of the existing operations. Traffic accessing the project site currently uses City roadways and the volumes of traffic are not expected to change due to the annexation and rezoning. However, the City roadways in the vicinity of the project site have been deteriorating by the use of the Bishop's Pumpkin Farm traffic, and because the property has developed over time in the unincorporated Yuba County, the City has had no means to collect adequate funding to address the long-term roadway impacts of the Bishop's Pumpkin Farm traffic. Upon annexation, the City would retain the responsibility for roadway maintenance. Without the proper maintenance of the roads used to access the Bishop's Pumpkin Farm, the deteriorated roads could result in increased roadway hazards. Should adequate funding for maintenance not be provided, a *potentially significant* impact could result.

Mitigation Measure(s)

Implementation of the following mitigation measure would ensure adequate funding for police operations resulting in a *less-than-significant* impact.

XVI-3. Prior to submittal of the annexation application to LAFCO, the property owner shall enter into an agreement with the City of Wheatland which outlines the owner's commitment to pay a fair share funding for the maintenance of the City roadways providing access to the site.

- g. The proposed project includes the annexation and rezoning of the existing Bishop's Pumpkin Farm site. The project would result in annexation of the existing operations. Traffic accessing the project site currently uses City roadways and the volumes of traffic are not expected to change due to the annexation and rezoning. Therefore, the proposed project would not conflict with adopted polices, plans or programs regarding public transit, bicycle, or pedestrian facilities, and a *less-than-significant* impact would result.

XVII. UTILITIES AND SERVICE SYSTEMS

Would the project?	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Exceed wastewater treatment requirements of the applicable Regional Water Quality Control Board?			X	
b) Require or result in the construction of new water or wastewater treatment facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
c) Require or result in the construction of new storm water drainage facilities or expansion of existing facilities, the construction of which could cause significant environmental effects?			X	
d) Have sufficient water supplies available to serve the project from existing entitlements and resources, or are new or expanded entitlements needed?			X	
e) Result in a determination by the wastewater treatment provider that serves or may serve the project that it has adequate capacity to serve the project's projected demand in addition to the provider's existing commitments?			X	
f) Be served by a landfill with sufficient permitted capacity to accommodate the project's solid waste disposal needs?			X	
g) Comply with federal, state, and local statutes and regulations related to solid waste?			X	

Discussion of Determination:

a,b,e. The proposed project includes the annexation and rezoning of the existing Bishop's Pumpkin Farm site. The project would not result in modification to the existing operations of the project site. The site currently has four separate septic systems connected to the dwelling and the bakery with a combined maximum capacity of approximately 1,167-gallons per day. Sewage generated by farm patrons is pumped from portable toilets and hauled off-site for treatment. Existing septic systems would be abandoned in accordance with County standards. The annexation to the City of Wheatland, however, would allow the Bishop's Pumpkin Farm to connect to the City wastewater services. The connection to existing sewer mains would be located at the terminus of G Street, approximately 1,900 feet from the project site. The applicant would construct a privately owned and operated sewer lift station for collection and conveyance of wastewater generated on their site.

The City of Wheatland Public Works Department operates the City's sanitary sewer collection and wastewater treatment plant (WWTP) system. The collection system consists of gravity collection lines and main lines ranging in size from four inches to 15 inches in diameter, and five sewage lift stations with force mains ranging in size from four inches to

12 inches in diameter. Sewage lift stations are needed due to the relatively flat topography of the City. All sewage must be lifted by sewer lift stations to reach the WWTP. The WWTP was upgraded and expanded in 1990 and is located at the south end of the existing City limits adjacent to Bear River.

According to the City Engineer (See attached memo dated May 21, 2010 from Dane Schilling), the current permitted daily plant capacity is 0.620 million gallons per day (MGD). The current available capacity is 0.098 MGD. Based on the existing use, plus adding new restroom facilities, the City Engineer has estimated the Bishop's Pumpkin Farm wastewater demand at 0.003 MGD. Therefore, adequate capacity exists at the WWTP to accommodate the Bishop's Pumpkin Farm.

In addition, the connection and sewer fees would be adequate to provide service and maintenance of the City's system providing service to the project site. The proposed project would not be expected to exceed current wastewater treatment capacities and a *less-than-significant* impact would occur.

- c. The proposed project includes the annexation and rezoning of the existing Bishop's Pumpkin Farm site. The project would not result in modification to the existing operations of the project site. The storm drainage on the project site is currently accommodated through the on-going agricultural operations. The amount of run-off and means to accommodate the run-off associated with the annexation and rezoning would not be modified, resulting in a *less-than-significant* impact.
- d. The proposed project includes the annexation and rezoning of the existing Bishop's Pumpkin Farm site. The project would not result in modification to the existing operations of the project site. Water is currently provided to the site by two wells, one for agriculture only and the other for both domestic and agriculture uses. As part of the proposed annexation, any connections to the existing water wells for domestic use will be removed and remaining wells will be used only for agricultural purposes. The annexation to the City of Wheatland, however, would allow the Bishop's Pumpkin Farm to connect to City water services. The connection to existing water mains would be located at the terminus of G Street, approximately 1,900 feet from the project site.

According to the City Engineer, the current City water system production is a daily average of 3.00 MGD with an available capacity of 1.5 MGD. Based on the existing use, plus adding new restroom facilities, the City Engineer has estimated Bishop's Pumpkin Farm water demand at 0.01 MGD. Therefore, adequate capacity exists within the City water system to serve Bishop's Pumpkin Farm.

The connection and water fees would be adequate to provide service and maintenance of the City's water system providing service to the project site. The proposed project would be expected to result in a *less-than-significant* impact to the provision of water services.

- f.g. Yuba-Sutter Disposal, Inc. (YSDI), a division of Norcal Waste Systems, Inc., provides residential and commercial garbage collection, debris box service, green waste, commercial

cardboard recycling, and recycling services for the incorporated and urbanized unincorporated areas of the County including residents of Beale Air Force Base, Live Oak, Marysville, Yuba City, Wheatland, and the counties of Yuba and Sutter. The proposed project includes the annexation and rezoning of the existing Bishop's Pumpkin Farm site. The project would not result in modification to the existing operations of the project site. Therefore, the impact associated with the proposed annexation and rezoning would be *less-than-significant*.

XVIII. MANDATORY FINDINGS OF SIGNIFICANCE

Does the project?	Potentially Significant Impact	Less-Than-Significant Impact with Mitigation Incorporated	Less-Than-Significant Impact	No Impact
a) Does the project have the potential to degrade the quality of the environment, substantially reduce the habitat of a fish or wildlife species, cause a fish or wildlife population to drop below self-sustaining levels, threaten to eliminate a plant or animal community, reduce the number or restrict the range of a rare or endangered plant or animal or eliminate important examples of the major periods of California history or prehistory?			X	
b) Does the project have the potential to achieve short-term, to the disadvantage of long-term, environmental goals?			X	
c) Does the project have impacts that are limited, but cumulatively considerable? (“Cumulatively considerable” means that the incremental effects of a project are considerable when viewed in connection with the effects of past projects, the effects of other current projects, and the effects of probably future projects)?			X	
d) Does the project have environmental effects that will cause substantial adverse effects on human beings, either directly or indirectly?			X	

Discussion of Determination:

- a. This Initial Study identifies that the proposed project would consist of an annexation and rezoning that would not result in changes to operations on the site of the Bishop’s Pumpkin Farm that would result in any impacts to wildlife species. Therefore, the proposed project would have *less-than-significant* impacts to special-status species and sensitive natural communities.
- b,c,d. The proposed project includes annexation and rezoning while maintaining the existing operations of the Bishop’s Pumpkin Farm. The proposed project would not have the potential for achieving short-term goals to the disadvantage of long-term environmental goals. In addition, because the proposed project does not include operational modifications, the impacts are not considered cumulatively considerable. The Initial Study also indicates that the proposed project, with the implementation of mitigation measures, would not result in direct or indirect environmental impacts. Therefore, the impacts of the proposed project would be considered to be *less-than-significant*.

References:

1. City of Wheatland, General Plan, July 2006.
2. City of Wheatland, General Plan EIR, July 2006.
3. Memo from Dane Schilling, City Engineer re: Capacity to Provide Water and Wastewater Services to Bishop's Pumpkin Farm, May 21, 2010.

TERRY A. HANSEN
YUBA COUNTY RECORDER
MARYSVILLE, CA
RECORDED ON

02/22/2011 02:00PM
REC FEE: 0.00

PAGE 1 OF 17
DEPUTY INITIALS: JCE

Recording requested by, and
When recorded return to:

City of Wheatland
111 C Street
Wheatland, CA 95692

Exempt from recording fees (Government Code sections 6103 & 27383)

**CITY OF WHEATLAND
DEVELOPMENT AGREEMENT
CONCERNING BISHOP PUMPKIN FARM**

This Development Agreement (the "Agreement") is made and entered into this 11th day of January 2011, 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 Agreement is made with reference to the following background recitals:

1.1. Authorization. Government Code section 65864 et seq. (the "Development Agreement Law") authorizes the City and a property owner to enter into a development agreement to establish certain development rights in the real property that is the subject of the Agreement. This Agreement is entered into pursuant to the authority of the Development Agreement Law and City's development agreement ordinance.

1.2. Property. The subject of this Agreement is the annexation, use and development of that certain parcel of land located within the City, consisting of approximately 43.57 acres as described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"). Property Owner owns the Property in fee.

1.3. Approval of Agreement. On November 16, 2010, the City Planning Commission, in a duly noticed and conducted public hearing, considered this Agreement and recommended that the City Council approve this Agreement. On January 11, 2011, after a duly noticed and conducted public hearing, the City Council adopted this Agreement pursuant to Ordinance No. 427.

1.4. CEQA. City caused a mitigated negative declaration to be prepared and approved pursuant to the California Environmental Quality Act (CEQA) for the Project described below. See City Council Resolution No. 20-10 (the "Mitigated Negative Declaration").

1.5. Entitlements. The City Council has approved the following land use entitlements for the Property, which entitlements are the subject of this Agreement:

1.5.1. The City's General Plan as it exists on the Effective Date;

1.5.2. The rezoning of the Property pursuant to the Bishop's Pumpkin Farm Planned Development Zone as approved by Ordinance No. 426, adopted on January 11, 2011;

1.5.3. Such other ordinances, rules, regulations and official policies governing and applicable to the use and development of the Property in force on the Effective Date, except as they may be in conflict with a provision of this Agreement; and,

1.5.4. This Development Agreement as approved by Ordinance No. 427 (the "Adopting Ordinance"), adopted on January 11, 2011 (the "Approval Date") and as effective on February 11, 2011, (the "Effective Date").

The approvals described above are referred to as the "Entitlements." The "Project" for purposes of this Agreement is the annexation, use and development of the Property in accordance with the Entitlements.

1.6. General Plan. Use and development of the Property in accordance with this Agreement and the other Entitlements will provide orderly growth and development of the area in accordance with the policies set forth in the General Plan. Having duly examined and considered this Agreement and the Entitlements and having held properly noticed public hearings, the City finds that this Agreement is consistent with the City General Plan.

1.7. Need for Services and Facilities. Development of the Property will result in a need for municipal services and facilities, which services and facilities will be provided by City to such development, subject to the performance of the obligations of Property Owner under this Agreement. Property Owner agrees to contribute to the costs of such public facilities and services as are required to mitigate impacts of the development of the Property on the City, and City agrees to provide such public facilities and services to assure that Property Owner may proceed with the use and development of the Property in accordance with the terms of this Agreement. City and Property Owner recognize and agree that but for Property Owner's contributions to mitigate the impacts from the Project, City would not approve the annexation and development of the Property as provided by this Agreement and that, but for City's covenant to provide the facilities and services necessary for annexation and development of the Property, Property Owner would not commit to provide the mitigation and obligations as set forth in this Agreement. City's support for annexation and vesting of the right to use and develop the Property is in reliance upon and in consideration of the agreement of Property Owner to make contributions toward the cost of public improvements and services as provided in this Agreement to mitigate the impacts of the Project.

1.8. Property Owner's Faithful Performance. The Parties agree that Property Owner's performance in using and developing the Project on the Property and in complying with the Entitlements and the terms of this Agreement will fulfill substantial public needs. The City agrees that there is good and valuable consideration to the City resulting from Property Owner's assurances and faithful performance of this Agreement, and that the same is in balance with the benefits conferred by the City on the Project. The Parties further agree that the exchanged consideration is fair, just and reasonable.

2. GENERAL PROVISIONS.

2.1. Annexation--Condition Precedent. The Parties acknowledge that, as of the Effective Date, the Property is not located within the City boundaries, but that the City has adopted a resolution approving the filing of an application to annex the Property with the Yuba County Local Agency Formation Commission. Therefore, pursuant to Government Code section 65865(b), this Agreement shall not become operative until annexation proceedings annexing the Property to the City are completed. If the annexation is not completed by December 31, 2011 (or such later date as may be approved by the Parties in writing), then this Agreement shall be null and void.

2.2. Property Description and Binding Covenants. The Property is that real property described and shown in Exhibit A. It is intended and determined that the provisions of this Agreement shall constitute covenants that shall run with the Property for the term of the Agreement and the benefits and burdens of this Agreement shall bind and inure to all successors in interest to the Parties.

2.3. Term.

2.3.1. Commencement; Expiration. The term of this Agreement shall commence upon the Effective Date and shall extend for a period of 20 years thereafter, unless the term is terminated, modified or extended as provided by this Agreement or by mutual written consent of the Parties.

2.3.2. Amendment of Agreement. This Agreement may be amended from time to time by mutual written consent of the Parties in accordance with the Development Agreement Law. Amendment by City requires approval by the City Council of City. If the proposed amendment affects less than the entire Property, then such amendment need only be approved by the owner(s) in fee of the portion(s) of the Property that is(arc) subject to or affected by such amendment. The parties acknowledge that under the City Zoning Code and applicable rules, regulations and policies of the City, the Planning Director has the discretion to approve minor modifications to approved land use entitlements without the requirement for a public hearing or approval by the City Council. Accordingly, the approval by the Planning Director of any minor modifications to the Entitlements that are consistent with this Agreement shall not constitute nor require an amendment to this Agreement to be effective.

2.3.3. Recordation. Except when this Agreement is automatically terminated due to the expiration of its term, the City shall cause any amendment to it or any other termination of it to be recorded, at Property Owner's expense, with the County Recorder within 10 days of the date of the amendment or termination becoming effective. Any amendment or termination of the Agreement to be recorded that affects less than all the Property shall describe the portion that is the subject of such amendment or termination.

2.3.4. Effect of City Admissions Tax. If City, during the term of this Agreement, adopts a City-wide admissions tax (i.e., a tax on the right or privilege to enter or occupy entertainment, amusement, recreational or sport related property and to observe or participate in any entertainment, amusement, recreational or sport event or activity), then upon the effective date of the tax, this Agreement shall terminate and Property Owner thereafter shall pay an admissions

tax as may be required by the City admissions tax ordinance. However, any such City-wide admissions tax shall provide that, as applied to the Property, section 4.2.6 of this Agreement concerning City use of the admission tax revenue shall apply to any tax revenue generated from the Property for the duration of the term of the Agreement. If the City adopts an admissions tax that does not so provide, then this Agreement shall not terminate upon the effective date of the tax, Property Owner shall continue to pay the Admissions Fee to City until expiration or termination of the Agreement, and Property Owner shall be exempt from the admissions tax until expiration or termination of the Agreement.

3. CITY COMMITMENTS.

3.1. Development of the Property.

3.1.1. Permitted Uses. The permitted uses of the Property, the density and intensity of use, setback requirements, maximum height and size of buildings and structures, and other terms and conditions of use and development of the Property shall be those set forth in this Agreement and the other Entitlements.

3.1.2. Vested Entitlements. Subject to the provisions of this Agreement, City hereby grants a fully vested entitlement and right to use and develop the Property in accordance with the terms and conditions of this Agreement and the other Entitlements. The Project land uses allowed by the Entitlements are permitted to be continued and developed in accordance with the Entitlements, as such Entitlements provide on the Effective Date of this Agreement. With the consent of Property Owner and City, nothing in this Agreement shall preclude the City from processing and approving amendments to the vested Entitlements. Regarding the future development of the Property, such development shall be subject to subsequent City land use and building approvals (other than the Entitlements) that may be required for the development of the Property. Property Owner’s vested right under this Agreement is limited to the Entitlements as described above.

3.1.3. Future City Rules and Regulations. To the extent any future City rules, ordinances, regulations or policies applicable to development of the Property are inconsistent with the permitted uses, density and intensity of use, or maximum building height and size under the Entitlements as provided in this Agreement, the terms of the Entitlements and this Agreement shall prevail, unless the parties agree otherwise in writing or agree to amend this Agreement. To the extent any future rules, ordinances, fees, regulations or policies applicable to development of the Property are not inconsistent with the permitted uses, density and intensity of use, or maximum building height and size under the Entitlements or under any other terms of this Agreement, such rules, ordinances, fees, regulations or policies shall be applicable.

3.1.4. Because the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465 that failure of the parties to provide for the timing of development resulted in a later-adopted initiative restricting the timing of development to prevail over the parties’ agreement, it is the intent of the Property Owner and City to cure that deficiency by acknowledging and providing that Property Owner shall have the right (without the obligation) to develop the Property in such order and at such rate and at such time as it deems

appropriate within the exercise of its subjective business judgment, subject to the terms of this Agreement.

3.2. Exceptions; Application of Changes. This Agreement shall not preclude, prohibit or limit the application of any of the following to the Property or Project:

3.2.1. Any new or amended City-wide ordinance, resolution, rule, regulation or policy that does not conflict with the Entitlements or those ordinances, resolutions, rules, regulations and policies in effect at the Effective Date, and that is generally applied equally to all real property in the City with similar zoning designations and/or land uses.

3.2.2. Any new or amended City ordinance, resolution, rule, regulation or policy that is mandated by changes in federal or state law or regulation that may be applicable to the Property or Project.

3.2.3. Any new or amended building codes, including, but not limited to, the California Building Code, Uniform Fire Code, Uniform Mechanical Code, Uniform Plumbing Code, National Electrical Code, and Uniform Housing Code, that generally apply equally to all buildings, structures and real property in City.

3.2.4. Any new or amended City-wide public works improvement standards that are generally applied equally to all real property and public improvements in the City.

3.2.5. Any growth limitation ordinance, resolution, rule, regulation or policy (including, but not limited to, a City sewer or water connection moratorium or limitation) that is adopted on a uniformly applied, City-wide or area-wide basis and is necessary to prevent a condition injurious to the health, safety or welfare of City residents, in which case City shall treat Property Owner in a uniform, equitable and proportionate manner with all properties, public and private, which are impacted by that public health, safety or welfare issue.

3.3. Annexation. City agrees to apply to Yuba County Local Agency Formation Commission for annexation of the Property to the City and to cooperate with Property Owner and the Local Agency Formation Commission in annexing the Property to the City.

4. PROPERTY OWNER OBLIGATIONS. Property Owner at its sole cost and expense shall comply with the following obligations.

4.1. City Fees.

4.1.1. Processing Fees and Charges. Property Owner shall pay those processing, inspection, plan checking, and monitoring fees and charges required by City under the then current and applicable regulations (including any post-Effective Date increases in such fees and charges and new fees and charges) for processing applications and requests for City permits, approvals and other entitlements, and monitoring compliance with any permits issued or approvals granted or the performance of any conditions.

4.1.2. Development Fees. For any future development and building on the Property, Property Owner agrees to pay (a) the City development impact fees in accordance with

Wheatland Municipal Code chapter 2.27, as the same may be amended from time to time, and the resolutions adopted pursuant to chapter 2.27, in the applicable fee types and amounts in effect at the time of building permit issuance (the "City Development Fees"), and (b) the excise tax on new development in accordance with Wheatland Municipal Code chapter 3.30.

4.1.3. Nothing in this Agreement shall apply to, limit or restrict, applicable development fees and similar fees imposed by governmental agencies other than City, including, but not limited to, local school districts, reclamation districts, joint powers authority, County of Yuba, and/or regional agencies.

4.1.4. Property Owner agrees not to oppose, protest or challenge the City Development Fees to be imposed and collected pursuant to this Agreement. Except as otherwise provided by this Agreement, nothing in this section shall be construed to limit the right of Property Owner to oppose, protest or challenge any proposal to adjust existing fees or charges or to adopt new fees or charges. In addition, nothing in this Agreement shall prevent or preclude the City from adopting assessments, fees and charges (other than fees imposed on new development) or special taxes on property within the City to fund capital facilities, public improvements and/or services.

4.2. Admissions Fee.

4.2.1. Background. The parties acknowledge that (a) the Property's annexation to the City and subsequent use and development of the Property will require City to provide police, street maintenance and other municipal services to and for the Property and its guests and invitees, and (b) the property tax, sales tax and other revenue from the Property to be received by City will be inadequate to cover the costs of the services. In order to help pay for these services and in exchange for the vested rights conferred by this Agreement, Property Owner agrees to collect and pay to City an Admissions Fee as provided in this section 4.2.

4.2.2. Definitions. For purposes of this section 4.2, the following definitions apply:

4.2.2.1. "Admission Charge" means any charge (whether or not so designated) to a Patron for the right or privilege to enter or occupy the Property or to participate in any Event on the Property. It shall also mean group sales, subscription, advance sales/payments and season passes.

4.2.2.2. "Admissions Fee" means the fee to be imposed and collected by Property Owner pursuant to this section.

4.2.2.3. "Event" means any entertainment, amusement, recreational or sport event or activity that a person may participate in or observe and for which an Admission Charge is imposed, and shall include, but shall not be limited to, train and amusement rides, corn maze, petting zoo, circus, movies and shows of all kinds, theatrical and musical performances, sporting and athletic contests and events, miniature golf, fairs, carnivals, and any other form of entertainment, amusement, recreation or sport.

4.2.2.4. "Patron" shall mean any person who pays or on account of whom is paid any Admission Charge.

4.2.3. Collection of Admissions Fee. Property Owner agrees to impose and collect an Admissions Fee in an amount equal to five percent of the price of the Admission Charge on any Admission Charge collected by Property Owner or its employees, officers, agents, licensees or concessionaires. Property Owner shall collect the Admissions Fee from any Patron when he or she pays an Admission Charge or purchases an admission ticket, subscription, advance sales or season pass/ticket. Property Owner shall collect and hold the Admissions Fee revenue in trust until the same is remitted to the City as provided below.

4.2.4. Exemptions. Parking fees, food sales, produce sales, and merchandise sales shall be exempt from the Admissions Fee. If any Admissions Charge for a package deal or arrangement includes payment for entry and/or an Event or Events together with an exempt item or items, then Property Owner shall fairly and reasonably segregate the Admissions Charge into amounts for exempt and non-exempt items based on relative value, and Property Owner shall impose, collect and remit the Admissions Fee on only the non-exempt portion.

4.2.5. Reporting and Remitting. Within 15 days after the end of each month, Property Owner shall prepare and file a return with the City showing the monthly Admission Charges collected per Event or entry, the total Admission Charges collected, and the amount of the Admission Fee revenue collected from Patrons. At the time the return is filed, the full amount of the collected Admissions Fee revenue shall be remitted to the City. Those amounts not paid shall immediately become delinquent. Returns and payments are due and payable immediately upon cessation of business by the Property Owner for any reason.

4.2.6. City Use of Admissions Fee Revenue. City may use the Admissions Fee revenue as follows: 50% of the collected revenue shall be deposited in the City General Fund and may be used by City for any General Fund purpose; and, 50% of the collected revenue shall be deposited by City in a special fund and may be used for any public project that that is approved in writing by City and Property Owner.

4.2.7. Delinquency. If Property Owner fails to timely file an Admissions Fee return or remit collected Admissions Fee revenue, it shall pay a penalty of ten percent of the Admissions Fee amount. In addition to the penalty, if Property Owner fails to timely remit any Admissions Fee, it shall pay interest at the rate of one and one-half percent per month or fraction thereof on the amount of fee, exclusive of penalties, from the last day of the month following the monthly period for which the amount or any portion thereof should have been paid until the date of payment.

4.2.8. Records. Property Owner shall keep and preserve all records sufficient in nature to determine the paid Admission Charges collected and the Admissions Fee amount that is due to the City. Records that shall be kept include, but are not limited to, daily cash receipts, admission records, cash register tapes. City may examine and audit the books, papers, records and equipment of Property Owner and may investigate Property Owner's Property-related business in order to verify the accuracy of Admissions Fee returns and remittances.

4.3. CEQA Mitigation Measures and Zoning Regulations. The City Council adopted a mitigated negative declaration for the annexation of the Bishop's Pumpkin Farm property to the City, which incorporated mitigation measures that are identified in the approved Mitigation

Monitoring Plan (“MMMP”). Property Owner agrees to be bound by, and shall perform, all mitigation measures that are identified in the MMP as being a responsibility of Property Owner, and the regulations and conditions of the Bishop’s Pumpkin Farm Planned Development Zone, which was adopted by its Ordinance No. 426.

4.4. Compliance with Laws. Property Owner shall comply with all applicable federal, state, City (except as otherwise provided by this Agreement), and other governmental statutes, regulations, codes, ordinances and other laws (including permit and license requirements) relating to the use and development of the Property.

5. DEFAULT, REMEDIES, TERMINATION.

5.1. Default.

5.1.1. Subject to extensions of time by mutual consent in writing, failure or unreasonable delay by either party to perform any term or provision of this Agreement shall constitute a default. In the event of alleged default or breach of any term or condition of this Agreement, the party alleging such default or breach shall give the other party not less than 30 days notice in writing specifying the nature of the alleged default and the manner in which the default may be satisfactorily cured. During any such 30-day period, the party charged shall not be considered in default for purposes of termination or institution of legal proceedings. Nothing in this section shall preclude the City from imposing penalties and interest as may be permitted under section 4.2.7.

5.1.2. After notice and expiration of the 30-day period, if the default has not been satisfactorily cured or remedied, the non-defaulting party at its option may institute legal proceedings pursuant to section 5.2 or give notice of intent to terminate the Agreement pursuant to the Development Agreement Law and implementing City ordinance. Following notice of intent to terminate, the matter shall be scheduled for consideration and review by the City Council within 30 days as provided by the Development Agreement Law and implementing City ordinance.

5.1.3. Following consideration of the evidence presented in the review before the City Council, either party alleging the default by the other party may give written notice of termination of this Agreement to the other party.

5.2. Legal Action. In addition to any other rights or remedies, either party may institute legal action to cure, correct or remedy any default, to enforce any covenant or agreement herein, to enjoin any threatened or attempted violation, or to compel specific performance. In no event shall City or its officers, employees or agents be liable in damages for any breach of this Agreement, it being expressly understood and agreed that the sole remedy available to Property Owner for a breach of this Agreement by City shall be a legal action in mandamus, specific performance, injunction or declaratory relief to enforce the Agreement.

5.3. Effect of Termination. If this Agreement is terminated following any event of default by Property Owner or for any other reason, such termination shall not affect the validity of any building or improvement within the Property that is completed as of the date of termination, provided that such building or improvement has been constructed pursuant to a valid building

4

permit issued by the City or County of Yuba. Furthermore, no termination of this Agreement shall prevent Property Owner from completing and occupying any building or other improvement authorized pursuant to a valid building permit previously issued by the City or County of Yuba that is under construction at the time of termination, provided that any such building or improvement is completed in accordance with the building permit in effect at the time of such termination.

5.4. Force Majeure. Performance by either party under this Agreement shall not be deemed to be in default where delays or default are due to war, insurrection, strikes, walkouts, riots, floods, drought, earthquakes, fires, casualties, acts of God, governmental restrictions imposed or mandated by other governmental entities, enactment of conflicting state or federal laws or regulations, new or supplementary environmental regulation, litigation (including litigation and appeals brought by any third party challenging City approval of any or all of the Entitlements), or similar bases for excused performance. If written notice of such delay is given to City within 30 days of the commencement of such delay, an extension of time for such cause shall be granted in writing for the period of the enforced delay, or longer as may be mutually agreed upon.

5.5. Annual Review. At least every 12 months during the term of this Agreement, City shall review the extent of good faith substantial compliance by Property Owner with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms of this Agreement pursuant to Government Code section 65865.1 and the monitoring of CEQA mitigation measures. Property Owner shall be responsible for the cost reasonably and directly incurred by the City to conduct such annual review, the payment of which shall be due within 30 days after conclusion of the review and receipt from City of the bill for such costs. Upon written request by the City Planning Director, Property Owner shall provide such information as may be necessary or appropriate in order to ascertain compliance with this Agreement.

6. INDEMNIFICATION AND HOLD HARMLESS.

6.1. Indemnity. Property Owner and its successors-in-interest and assigns shall indemnify, defend, protect and hold harmless City, and its officers, employees, agents and volunteers, from and against any and all liability, losses, claims, damages, expenses, and costs (including attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of or in connection with performance and actions under this Agreement by Property Owner and/or its contractors, subcontractors, consultants, agents or employees, or failure to perform or act under this Agreement, except such loss or damage that was caused by the sole negligence or willful misconduct of City or except as otherwise limited by law. Property Owner also shall defend, indemnify and hold harmless City, and its officers, employees, agents and volunteers from any lawsuit, claim or liability arising out of the execution, adoption or implementation of this Agreement and/or the Entitlements. The indemnification obligations under this section shall survive and continue in full force and effect after termination of this Agreement for any reason with respect to any actions or omissions that occurred before the date of termination.

6.2. Waiver. In consideration of the benefits received pursuant to this Agreement, Property Owner, on behalf of itself and its successors-in-interests and assigns, waives and covenants not to sue City or any of its officers, employees, agents or volunteers for any and all causes of action or claims that it might have under City ordinances or the laws of the State of California or the

United States with regard to any fees and payments provided by this Agreement or other conditions imposed by this Agreement.

6.3. Defense of Agreement. City and Property Owner agree to cooperate, and to timely take all actions necessary or required to uphold the validity and enforceability of this Agreement and the Entitlements, subject to the indemnification provisions of Section 6.1. The City and Property Owner shall promptly notify one another of any claim, action, or proceeding brought forth within this time period. Property Owner and City shall select joint legal counsel to conduct such defense and which legal counsel shall represent both the City and Property Owner in defense of such action (unless, under the circumstances, single legal counsel could not represent both Parties because of a conflict of interest).

7. DEEDS OF TRUST AND MORTGAGES.

7.1. Mortgagee Protection. This Agreement shall be superior and senior to all liens placed upon the Property or any portion of it after the date on which this Agreement is recorded, including the lien of any deed of trust or mortgage ("Mortgage"). Notwithstanding the foregoing, no breach of this Agreement shall defeat, render invalid, diminish or impair the lien of any Mortgage made in good faith and for value, but all of the terms and conditions contained in this Agreement shall be binding upon and effective against all persons and entities, including all deed of trust beneficiaries or mortgagees ("Mortgagees") who acquire title to the Property or any portion thereof by foreclosure, trustee's sale, deed in lieu of foreclosure or otherwise.

7.2. Mortgagee Obligations. Upon receipt of a written request from a foreclosing Mortgagee, City shall permit the Mortgagee to succeed to the rights and obligations of Property Owner under this Agreement, provided that all defaults by Property Owner under this Agreement that are reasonably susceptible of being cured are cured by the Mortgagee as soon as is reasonably possible. The foreclosing Mortgagee shall comply with all of the provisions of this Agreement.

7.3. Notice of Default to Mortgagee. If City receives notice from a Mortgagee requesting a copy of any notice of default given to Property Owner and specifying the address for sending notice, City shall endeavor to deliver to the Mortgagee, concurrently with notice to Property Owner, all notices given to Property Owner describing all claims by the City that Property Owner has defaulted under this Agreement. Each Mortgagee shall have the right during the same period available to Property Owner to cure or remedy, or to commence to cure or remedy, the condition of default claimed, or the areas of noncompliance set forth in City's notice.

8. MISCELLANEOUS PROVISIONS.

8.1. Estoppel Certificate. Either party may from time to time deliver written notice to the other party requesting such party to certify in writing that, to the knowledge of the certifying party, (a) this Agreement is in full force and effect and a binding obligation of the parties, (b) this Agreement has not been amended or modified either orally or in writing, or if so amended, identifying the amendments, and (c) the requesting party is not in default in the performance of its obligations under this Agreement, or if in default, to describe the nature of such default. The party receiving a request under this Agreement shall execute and return such certificate within 30

days following the receipt thereof. City acknowledges that transferees and mortgagees of Property Owner may rely upon a certificate under this Agreement.

8.2. Successors. This Agreement runs with the Property. From and after recordation of this Agreement against the Property, the burdens of the Agreement shall bind, and the benefits of the Agreement shall inure to, successor owners of the Property or any portion of the Property. (Government Code section 65868.5.) Upon transfer of the Property or any portion of it, the transferee shall be the Property Owner with all rights and obligations under this Agreement with respect to such conveyed property.

8.3. Integration. This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this contract among the parties concerning the subject matter addressed herein, and supersedes all prior negotiations, representations or agreements, either oral or written, that may be related to the subject matter of this Agreement, except those other documents that are expressly referenced in this Agreement.

8.4. 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 shall not apply in construing or interpreting this Agreement.

8.5. Waiver. The waiver at any time by any 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. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought.

8.6. Severability. If any term, covenant or condition of this Agreement or the application of the Agreement 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 this Agreement shall remain valid and enforceable to the fullest extent permitted by law; provided, however, if any provision of this Agreement is determined to be invalid or unenforceable and the effect thereof is to deprive a party of an essential benefit of its bargain under this Agreement, then such party so deprived shall have the option to terminate this entire Agreement from and after such determination.

8.7. Relationship of Parties. Nothing in this Agreement shall be construed to create an association, joint venture, trust or partnership, or to impose a trust or partnership covenant, obligation, or liability on or with regard to any one or more of the parties.

8.8. No Third Party Beneficiaries. This Agreement shall not be construed to create any third party beneficiaries. This Agreement is for the sole benefit of the parties, their respective successors and permitted transferees and assignees, and no other person or entity shall be entitled to rely upon or receive any benefit from this Agreement or any of its terms.

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8.9. Governing Law. Except as otherwise required by law, this Agreement shall be interpreted, governed by, and construed under the laws of the State of California.

8.10. Notices. Any notice, demand, invoice or other communication required or permitted to be given under this Agreement, the Development Agreement Law or implementing ordinance shall be in writing and either served personally or sent by prepaid, first class U.S. mail and addressed as follows:

City:

Property Owner:

City Clerk
City of Wheatland
111 C Street
Wheatland, CA 95692

Any party may change its address by notifying the other party in writing of the change of address.

CITY OF WHEATLAND


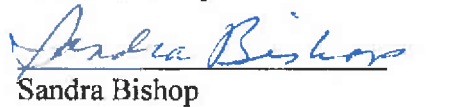
By:



Stephen L. Wright
City Manager

PROPERTY OWNER

By:

William Bishop

Sandra Bishop

EXHIBIT A

January 4, 2011

The tract of land as described in the Grant Deed to William W. and Sandra L. Bishop, Trustees under the Bishop Family Living Trust, recorded in Document Number 99000798, Official Records of Yuba County, located in Sections 9, 10, 11 & 12, Johnson Rancho, Yuba County, California, being more particularly described as follows:

Commencing at the intersection of the East right of way line of Pumpkin Lane and the North right of way line of Roddan Lane, being a point on the Wheatland City Limits Line; thence from the Point of Commencement, South 52°50'29" West along the Wheatland City Limits Line for a distance of 480.00 feet to the Point of Beginning, being an angle point in the northerly line of Parcel 2 as shown and designated on Parcel Map Number 91-57, filed in Book 58 of Maps, at Page 40, Yuba County Records; thence from the Point of Beginning along the northerly, easterly and southerly lines of said Parcel 2 for the following five (5) consecutive courses and distances:

- Course 1. South 34°22'04" East along said northerly line for a distance of 150.00 feet,
- Course 2. North 52°33'05" East along said northerly line for a distance of 460.00 feet to the northerly most point of said Parcel 2,
- Course 3. South 26°40'07" East along said easterly line for a distance of 1407.21 feet to the easterly most point of said Parcel 2,
- Course 4. South 72°43'51" West along said southerly line for a distance of 958.26 feet, and
- Course 5. South 71°28'46" West along said southerly line for a distance of 541.57 feet to the southerly most point of said Parcel 2;

thence along the southerly, westerly and northerly lines of above described lands of Bishop for the following six (6) consecutive courses and distances:

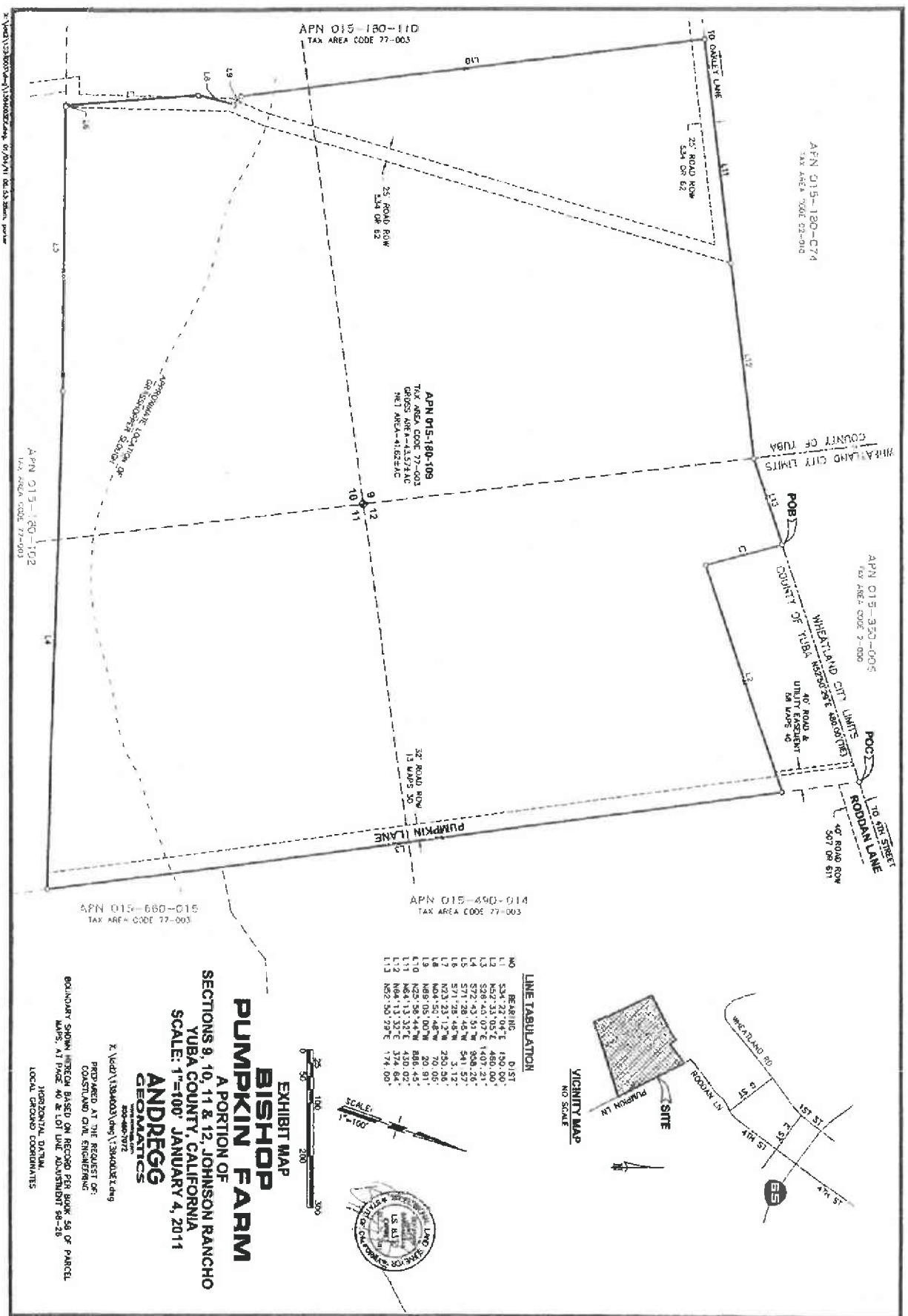
- Course 6. South 71°28'46" West along said southerly line for a distance of 3.12 feet to the southerly most point of said lands of Bishop,
- Course 7. North 23°23'12" West along said westerly line for a distance of 250.56 feet,
- Course 8. North 04°50'48" West along said westerly line for a distance of 70.05 feet,
- Course 9. North 69°05'00" West along said westerly line for a distance of 20.91 feet,
- Course 10. North 25°58'44" West along said westerly line for a distance of 886.45 feet to the westerly most point of said lands of Bishop, and
- Course 11. North 64°13'32" East along said northerly line for a distance of 430.02 feet to the northerly most corner of said lands of Bishop;

thence along the above described northerly line of Parcel 2 for the following two (2) consecutive courses and distances:

- Course 12. North 64°13'32" East for a distance of 374.64 feet to an angle point in the Wheatland City Limits Line, and
- Course 13. North 52°50'29" East along said Wheatland City Limits Line for a distance of 174.00 feet to the Point of Beginning.

Contains a gross area of 43.57 acres, more or less, and a net area of 41.62 acres.





LINE TABULATION

NO	BEARING	DIST
L1	S34°22'04"E	150.00'
L2	S52°23'03"E	480.00'
L3	S20°02'02"E	150.00'
L4	S72°43'31"W	808.26'
L5	S71°28'45"W	541.57'
L6	S71°28'45"W	3.12'
L7	N03°23'12"W	250.85'
L8	N68°02'00"W	20.91'
L9	N25°58'44"E	886.43'
L10	N25°58'44"E	420.02'
L11	N64°13'32"E	374.64'
L12	N02°50'29"E	174.00'

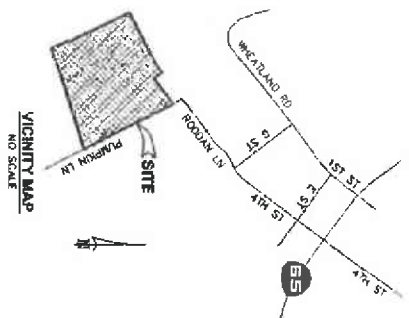


EXHIBIT MAP
BISHOP PUMPKIN FARM
 A PORTION OF
 SECTIONS 9, 10, 11 & 12, JOHNSON RANCHO
 YUBA COUNTY, CALIFORNIA
 SCALE: 1"=100' JANUARY 4, 2011

**ANDREGG
 GEOMATICS**
 2009-06-07-12
 E:\add\134403\dwg\134403.dwg
 PREPARED AT THE REQUEST OF:
 WHEATLAND CIVIL ENGINEERING
 BOUNDARY SURVEY WORK BASED ON RECORD 50' ROW 48' OF PARCEL
 MAPS AT PAGE 14 OF LOT LINE ADJUSTMENT 88-25
 HORIZONTAL DATUM:
 LOCAL ORCAD COORDINATES



SCALE: 1"=100'

X:\add\134403\dwg\134403.dwg 07/04/11 08:23:58am pmlw

ACKNOWLEDGEMENT BY NOTARY PUBLIC
[Cal. Civ. Code, '1189]

State of California
County of Yuba

On January 13, 2011, before me, Lisa J. Thomason, City Clerk, personally appeared Stephen L. Wright, City Manager, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Lisa J. Thomason (Seal)



ACKNOWLEDGEMENT BY NOTARY PUBLIC
[Cal. Civ. Code, '1189]

State of California
County of Yuba

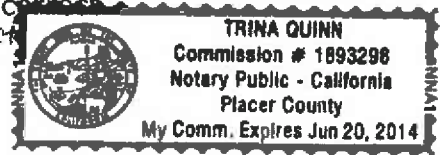
January 26th, 2011

On ~~January 28th of 2011~~ before me, Trina Quinn Notary Public Personally appeared William Bishop and Sandra Bishop, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Correct



Signature Trina Quinn (Seal)
2-9-2011

RECEIVED

JAN 04 2018

CITY OF
WHEATLAND

2017-016376

12/14/2017 01:31 PM Page 1 of 7

Total Fee: \$0.00

Recorded in Official Records
County of Yuba State of CA
Terry A. Hansen
County Clerk and Recorder

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 September 26, 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

By:

Greg Greeson, City Manager

PROPERTY OWNER

By:

William Bishop
William Bishop

Sandra Bishop
Sandra Bishop

Tami Holland-Davis
NOTARY PUBLIC



ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Yuba

On September 22, 2017 before me, Lisa J. Thomason, City Clerk
(insert name and title of the officer)

personally appeared Greg Greason
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Lisa J. Thomason



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of Yuba)

On November 27, 2017 before me, Tami Holland Davis, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared William Bishop & Sandra Bishop
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Tami Holland-Davis
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

Signer's Name: _____

- Corporate Officer — Title(s): _____
- Partner — Limited General
- Individual Attorney in Fact
- Trustee Guardian or Conservator
- Other: _____

Signer Is Representing: _____

January 4, 2011

The tract of land as described in the Grant Deed to William W. and Sandra L. Bishop, Trustees under the Bishop Family Living Trust, recorded in Document Number 99000798, Official Records of Yuba County, located in Sections 9, 10, 11 & 12, Johnson Rancho, Yuba County, California, being more particularly described as follows:

Commencing at the intersection of the East right of way line of Pumpkin Lane and the North right of way line of Roddan Lane, being a point on the Wheatland City Limits Line; thence from the Point of Commencement, South 52°50'29" West along the Wheatland City Limits Line for a distance of 480.00 feet to the Point of Beginning, being an angle point in the northerly line of Parcel 2 as shown and designated on Parcel Map Number 91-57, filed in Book 58 of Maps, at Page 40, Yuba County Records; thence from the Point of Beginning along the northerly, easterly and southerly lines of said Parcel 2 for the following five (5) consecutive courses and distances:

- Course 1. South 34°22'04" East along said northerly line for a distance of 150.00 feet,
- Course 2. North 52°33'05" East along said northerly line for a distance of 460.00 feet to the northerly most point of said Parcel 2,
- Course 3. South 26°40'07" East along said easterly line for a distance of 1407.21 feet to the easterly most point of said Parcel 2,
- Course 4. South 72°43'51" West along said southerly line for a distance of 958.26 feet, and
- Course 5. South 71°28'46" West along said southerly line for a distance of 541.57 feet to the southerly most point of said Parcel 2;

thence along the southerly, westerly and northerly lines of above described lands of Bishop for the following six (6) consecutive courses and distances:

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- Course 8. North 04°50'48" West along said westerly line for a distance of 70.05 feet,
- Course 9. North 69°05'00" West along said westerly line for a distance of 20.91 feet,
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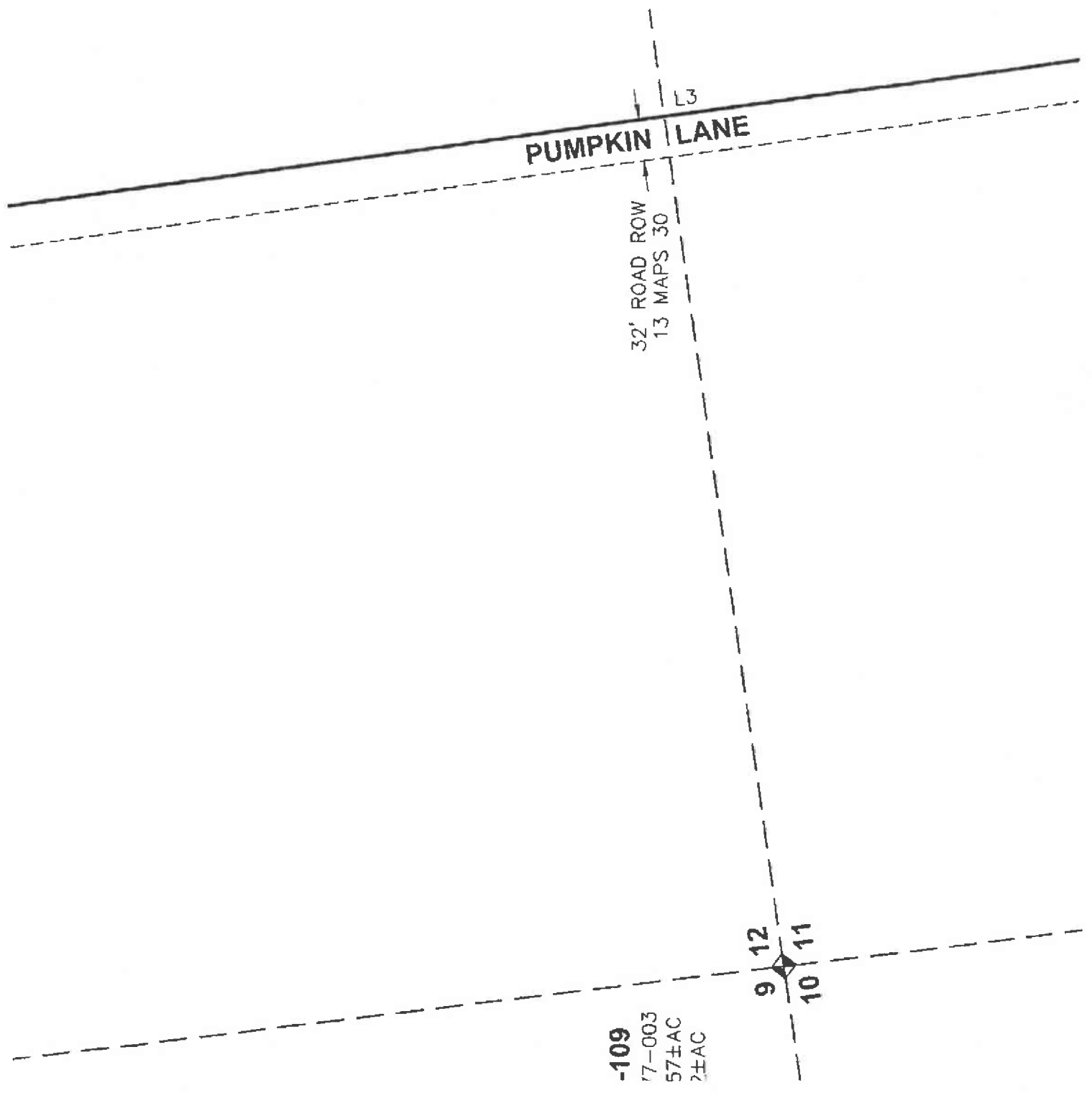




LINE TAI

NO	BEAR I
L1	S34°22'
L2	N52°33'
L3	S26°40'
L4	S72°43'
L5	S71°28'
L6	S71°28'
L7	N23°23'
L8	N04°50'
L9	N69°05'
L10	N25°58'
L11	N64°13'
L12	N64°13'
L13	N52°50'

APN 015-490-014
TAX AREA CODE 77-003



-109
17-003
57±AC
2±AC

9 12
10 11

32' ROAD ROW
13 MAPS 30

PUMPKIN LANE

L3





City of Wheatland

111 C Street
Wheatland, California 95692
TELEPHONE (530) 633-2761
FAX (530) 633-9102

April 5, 2018

Austin Bishop
Operations Manager, Bishop's Pumpkin Farm
1415 Pumpkin Lane
Wheatland, CA 95692

Subject: Proposed Bishop's Pumpkin Farm Beer Garden

Dear Mr. Bishop:

The City of Wheatland Community Development Department has amended the attached Wheatland Business License for the Bishop's Pumpkin Farm, as described in the attached request received on March 13, 2018.

Proposed Project Request

The Bishop's Pumpkin Farm would like to begin seasonal beer and wine sales as ancillary items related to the existing agricultural entertainment/tourism.

Proposed Project Approval

Pursuant to the adopted Planned Development guidelines for the property, the sale of ancillary items related to the agricultural entertainment/tourism such as food and minor specialized retail shall be permitted at the discretion of the Community Development Director. Therefore, an amendment to the current City of Wheatland Business License for the Bishop's Pumpkin Farm is required, subject to the following conditions of approval.

Conditions of Approval

1. The sale and consumption of beer and wine shall only occur in the designated area, accessible for persons of 21 years or older. The designated area shall be fenced off with one main entry and appropriate emergency exits, subject to review and approval by the Wheatland Fire Department and Police Department.
2. The sale and consumption of beer and wine shall only occur seasonally.
3. All seasonal beer and wine events shall have on-site security for the full duration of the event, subject to review and approval by the Wheatland Police Department.

4. The seasonal beer and wine events shall be in compliance with all State of California Department of Alcohol Beverage Control requirements.

Should you have any questions you can contact me at (916) 372-6100 or at timraney@raneymanagement.com.

Sincerely,



Tim Raney
Community Development Director, City of Wheatland
timraney@raneymanagement.com
(916) 372-6100

Attachments:

1. Approved Wheatland Business License Application for Bishop's Pumpkin Farm – Dated December 22, 2015
2. Business License Application Amendment Request – Dated March 22, 2018

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APPLICATION FOR CITY OF WHEATLAND BUSINESS LICENSE



CITY OF WHEATLAND

111 C STREET, WHEATLAND, CA 95692

TELEPHONE (530) 633-2761 * FAX (530) 633-9102

RECEIVED

DEC 28 2015

CITY OF WHEATLAND

PLEASE DO NOT WRITE ABOVE THIS LINE

Pursuant to Wheatland Municipal Code chapter 5.04, the undersigned hereby applies to the City of Wheatland for a license to transact the following business, in the City of Wheatland, to-wit:

DATE: 12-22-15 NEW LICENSE RENEWAL CHANGE OF OWNERSHIP CHANGE OF ADDRESS

OWNER(S) (LAST, FIRST, MI) AND CORPORATION, PARTNERSHIP OR COMPANY NAME

Bishop, Wayne L, Bishop, William W & Bishop, Sandra L

OWNER(S) MAILING ADDRESS 1415 Pumpkin Lane Wheatland 95692

NAME OF BUSINESS (D.B.A.) Bishops Pumpkin Farm Inc

BUSINESS MAILING ADDRESS 1415 Pumpkin Lane Wheatland 95692

BUSINESS SITE ADDRESS same

BUSINESS PHONE 530-633-2568 EMERGENCY PHONE 530-301-3826

EMAIL ADDRESS Wayne@bpfarm.info (MUST BE DIFFERENT # THAN BUSINESS PHONE)

STATE BOARD OF EQUALIZATION RESALE PERMIT # (if applicable) 97567041

STATE CONTRACTOR'S LICENSE # (if applicable) _____

TYPE OF OWNERSHIP (Please circle one): (S) SOLE PROPRIETORSHIP (P) PARTNERSHIP CORPORATION (T) TRUST

NUMBER OF EMPLOYEES: 8 HOURS OF OPERATION: 9-8 BUSINESS IN HOME YES NO

DO YOU OWN OR RENT YOUR BUSINESS LOCATION: RENT OWN Seasonal

IF RENTING, NAME OF AND SIGNATURE OF LANDLORD: _____

ADDRESS OF LANDLORD: _____

DESCRIPTION OF BUSINESS ACTIVITY: _____

BUSINESS CATEGORY: (Please circle the appropriate choice)

ADMINISTRATIVE HEADQUARTERS CONTRACTOR RETAIL RENTAL RESIDENTIAL PROPERTY RECREATION/ENTERTAINMENT

MANUFACTURER SERVICES RENTAL NON-RESIDENTIAL PROPERTY TRANSPORTATION OF GOODS PROFESSIONAL

WHOLESALE PEDDLER/ITINERANT VENDOR LANDSCAPING - other - agtourism

PLANNING SECTION

Approval of business licenses is subject to whether the proposed commercial use meets applicable zoning codes, land use designations, and conditional use permit requirements. Please answer all of the following questions in detail to determine eligibility:

PART I: BUSINESS ACTIVITIES

DOES YOUR BUSINESS INCLUDE ANY OF THE FOLLOWING (Please circle yes or no):

ALCOHOL SALES	YES <input type="radio"/> NO <input checked="" type="radio"/>	DRY CLEANING	YES <input type="radio"/> NO <input checked="" type="radio"/>
ANIMALS AND/OR LIVESTOCK	YES <input checked="" type="radio"/> NO <input type="radio"/>	ENTERTAINMENT, AMUSEMENT/FITNESS	YES <input checked="" type="radio"/> NO <input type="radio"/>
AUTO SALES	YES <input type="radio"/> NO <input checked="" type="radio"/>	FOOD PREPARATION AND/OR SERVICE	YES <input checked="" type="radio"/> NO <input type="radio"/>
OTHER AUTO RELATED ACTIVITIES	YES <input type="radio"/> NO <input checked="" type="radio"/>	FRUIT/VEGETABLE SALES	YES <input checked="" type="radio"/> NO <input type="radio"/>
<i>(if yes, please explain)</i>			
BARBER/BEAUTY SHOP	YES <input type="radio"/> NO <input checked="" type="radio"/>	NURSERY AND/OR OTHER PLANT LIFE	YES <input type="radio"/> NO <input checked="" type="radio"/>
CARETAKER ACTIVITIES	YES <input type="radio"/> NO <input checked="" type="radio"/>	OFFICE SPACE	YES <input type="radio"/> NO <input checked="" type="radio"/>
DRIVE THRU	YES <input type="radio"/> NO <input checked="" type="radio"/>	SEXUALLY EXPLICIT MATERIAL	YES <input type="radio"/> NO <input checked="" type="radio"/>
WAREHOUSE SPACE/STORAGE	YES <input type="radio"/> NO <input checked="" type="radio"/>		

If you answered yes to any of the above questions, please provide a brief explanation for all that apply:

We have a petting zoo, Bakery and food service. We sell pumpkins and other produce.

PART II: ZONING & CONDITIONAL USE INFORMATION (THIS SECTION ONLY APPLIES TO BUSINESSES LOCATED WITHIN CITY LIMITS)

DESIGNATED ZONING OF THE BUSINESS LOCATION (Please circle one):

COMMERCIAL RESIDENTIAL MIXED USE INDUSTRIAL

Note: If you are unsure of the zoning designation, contact the City of Wheatland Planning Department staff for more information.

DO YOU INTEND TO INCORPORATE TENANT IMPROVEMENTS, ADDITIONS, OR DEMOLITIONS?

YES NO IF YES, PLEASE DESCRIBE (including structural, electrical, plumbing, required permits, fencing, etc.) Note: You may be asked to provide a copy of approved plans.

DO THE PROPOSED BUSINESS ACTIVITIES INCLUDE THE USE OF OUTDOOR STORAGE OR YARD AREAS?

YES NO IF YES, PLEASE DESCRIBE: _____

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DO YOU INTEND TO INCORPORATE ON-SITE SIGNAGE OR ON THE BUILDING? IF YES, PLEASE DESCRIBE (including location, dimensions, type of sign i.e. lighted, etc.) yes

WILL THE PROPOSED BUSINESS ACTIVITIES GENERATE ANY PEDESTRIAN AND/OR VEHICLE TRAFFIC?

YES NO IF YES, PLEASE DESCRIBE: _____

WILL THE PROPOSED BUSINESS GENERATE DELIVERIES? YES NO

IF YES, PLEASE INDICATE HOURS OF DELIVERIES AND FREQUENCY: _____

WILL ON-SITE PUBLIC PARKING BE PROVIDED? YES NO

IF YES, PLEASE DESCRIBE (including location, proximity, number of spaces, handicap, necessary improvements, landscaping, irrigation, curbs, lighting, etc.):

We have 20 acres of parking

NUMBER OF EMPLOYEE PARKING _____ NUMBER OF PUBLIC PARKING _____

WILL BICYCLE RACKS BE PROVIDED? YES NO

IF YES, PLEASE DESCRIBE LOCATIONS AND NUMBER OF RACKS: _____

WILL GARBAGE COLLECTION/DISPOSAL AND/OR RECYCLING BINS BE PROVIDED? YES NO

IF A COMMERCIAL DUMPSTER IS PROPOSED PLEASE PROVIDE SITE PLAN OF LOCATION

Planning Department staff reserves the right to request additional information, as necessary, to determine whether the proposed use meets the regulations and requirements of the City of Wheatland.

IMPORTANT----PLEASE READ THE INFORMATION BELOW

BUSINESS LICENSES ARE ISSUED SUBJECT IN PART TO THE INFORMATION PROVIDED BY APPLICANTS. ANY CHANGE IN INFORMATION PROVIDED MAY INVALIDATE THE BUSINESS LICENSE. THE GENERAL BUSINESS LICENSE IS NOT TRANSFERABLE TO A NEW OWNER, NEW TYPE OF BUSINESS ACTIVITY, OR LOCATION.

IT IS THE RESPONSIBILITY OF ALL BUSINESS LICENSE APPLICANTS TO IDENTIFY AND OBTAIN ALL SPECIAL PERMITS AND APPROVALS REQUIRED BY FEDERAL, STATE OR COUNTY REGULATION. IT IS ALSO RESPONSIBILITY OF THE APPLICANTS TO COMPLY WITH ALL CITY BUILDING AND ZONING REGULATIONS AND ORDINANCES. FAILURE TO DO SO MAY INVALIDATE YOUR RIGHT TO DO BUSINESS IN THIS CITY AND IN ADDITION MAY SUBJECT YOU TO PENALTIES AND LEGAL SANCTIONS

THIS APPLICATION IS A PUBLIC RECORD

THIS INSTITUTION IS AN EQUAL OPPORTUNITY PROVIDER, AND EMPLOYER

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Ann Bishop 12-22-15
Signature of Applicant Date

Under federal and state law, compliance with disability access laws is a serious and significant responsibility that applies to all California building owners and tenants with buildings open to the public. You may obtain information about your legal obligation and how to comply with disability access laws at the following agencies:

The Division of the State Architect at www.dgs.ca.gov/dsa/Home.aspx.

The Department of Rehabilitation at www.rehab.cahwnet.gov.

The California Commission on Disability Access at www.cdda.ca.gov.

THIS APPLICATION MUST BE APPROVED AND DATED BY EACH OF THE CITY DEPARTMENT HEAD PRIOR TO ISSUANCE

Fire Chief

Police Chief

Building Department

Public Works Director

[Signature]

for Planning Director

OFFICIAL USE ONLY				
CHECK NO. <u>18395</u>	AMOUNT <u>75.00</u>	CASH RECEIPT NO. _____		
DATE TO STAFF: <u>12-28-15</u>				
FIRE DEPT. _____	POLICE DEPT. _____	BUILDING DEPT. _____	PUBLIC WORKS _____	PLANNING _____

RECEIVED

MAR 13 2018

CITY OF
WHEATLAND

Bishop's Pumpkin Farm

Business License Change

3/13/2018

We are planning to add occasional beer and wine sales on the Pumpkin Farm. This will be in a closed off area only accessible for adults 21 and older. This will be open Friday-Sunday of our normal, fall operating season and may be used occasionally in the off season for a other events.

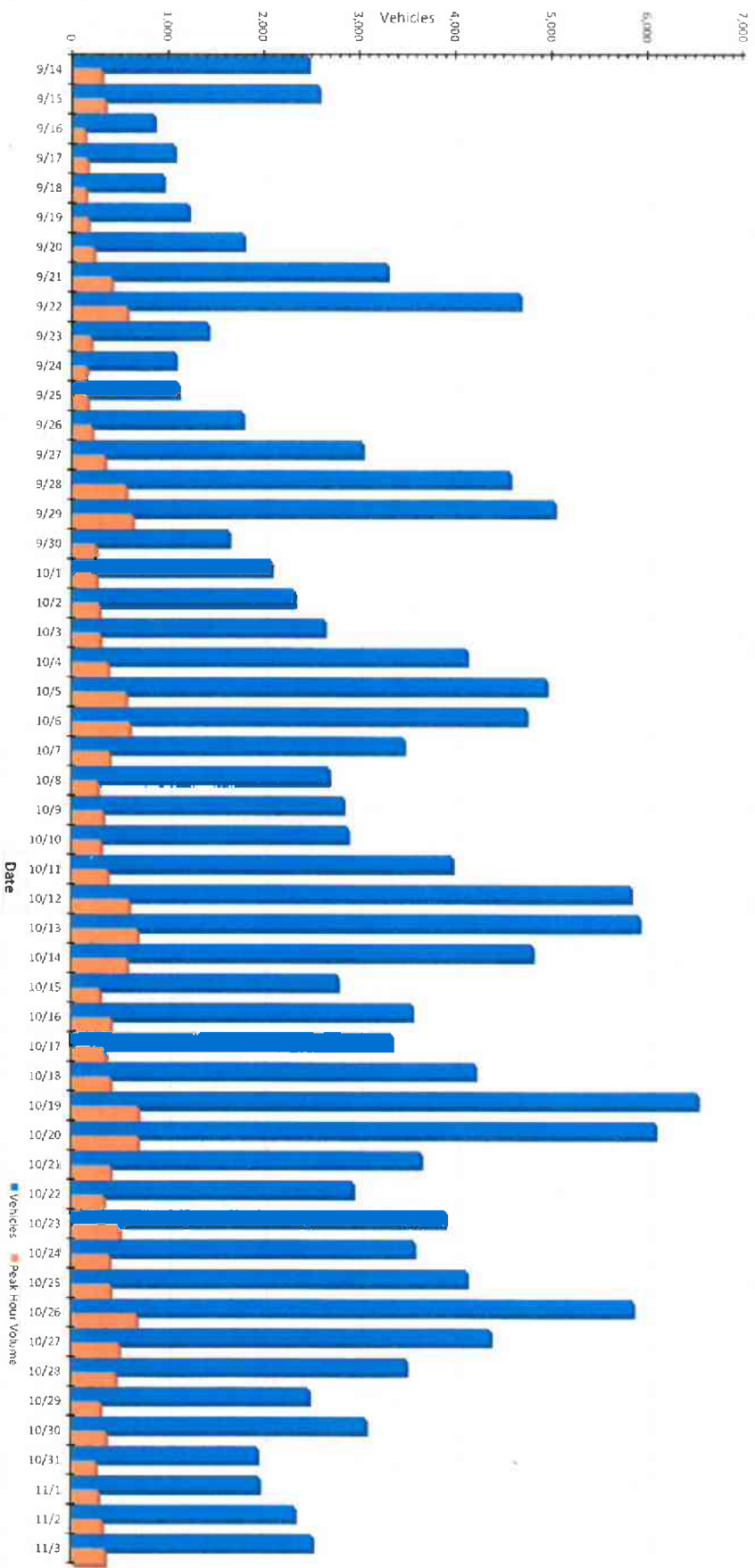
We need an addendum to our business license to satisfy the planning department, so we can finish our application with the ABC.

Austin Bishop

Operations Manager

Bishop's Pumpkin Farm

Distribution of Vehicle Trips for 2019 Bishop Pumpkin Farm Season



- Notes:
- 1) The graph Distribution of Vehicle Trips for 2019 Bishop Pumpkin Farm Season shows vehicles and peak hour traffic for the Bishop Pumpkin Farm event.
 - 2) Total vehicles per day are shown in the blue columns while the peak hour volume is shown in the orange column.
 - 3) The number of vehicles measured is the total number of vehicles that entered and exited the site on a given day.
 - 4) Generally, the distribution of vehicles per day is relatively smooth and consistent peaking on Saturday October 19.
 - 5) Saturday October 19 had the highest traffic volume and observed peak hour volume.
 - 6) The secondary site access at Wheatland Road was open on the weekends of 10/12, 10/19, 10/26, and 11/2.