



PC 12-12-19
Item # 3
(16 pages)

Debra Ercolini <debra.ercolini@edcgov.us>

Fwd: Central El Dorado Hills Specific Plan and El Dorado Hills Executive Golf Course Disclosures

1 message

Char Tim <charlene.tim@edcgov.us>
To: Debra Ercolini <debra.ercolini@edcgov.us>
Cc: Rommel Pabalinas <rommel.pabalinas@edcgov.us>

Wed, Dec 11, 2019 at 3:41 PM

Debbie,

Please print these out and make copies for distribution at tomorrow's meeting. I will upload these after the hearing along with any other documents we receive from now. Thanks!

Char Tim
Clerk of the Planning Commission

County of El Dorado
Planning and Building Department
2850 Fairlane Court
Placerville, CA 95667
(530) 621-5351 / FAX (530) 642-0508
charlene.tim@edcgov.us

----- Forwarded message -----

From: **Diane Costa** <dcosta@parkerdevco.com>
Date: Wed, Dec 11, 2019 at 3:28 PM
Subject: Central El Dorado Hills Specific Plan and El Dorado Hills Executive Golf Course Disclosures
To: charlene.tim@edcgov.us <charlene.tim@edcgov.us>
Cc: rommel.pabalinas@edcgov.us <rommel.pabalinas@edcgov.us>, Timothy White (tjwhite510@aol.com) <tjwhite510@aol.com>

Dear Charlene:

Attached, please find a letter from Kirk Bone regarding the El Dorado Hills Executive Golf Course and the referenced disclosures.

Please feel free to contact Kirk with any questions.

Kind regards,

Diane Costa for Kirk Bone

12/11/2019

Edcgov.us Mail - Fwd: Central El Dorado Hills Specific Plan and El Dorado Hills Executive Golf Course Disclosures


** Please note the addition of Suite 100 to our mailing address.



EST. 1956
PARKER DEVELOPMENT COMPANY
Over 60 Years of Pride in the Communities We Build

4525 Serrano Parkway, Suite 100
El Dorado Hills, CA 95762
t 916/939-4060 • f 916/939-4116 • www.parkerdevco.com

2 attachments

 **Char Tim EDH Exec Golf Course disc ltr 121119.pdf**
707K

 **Char Tim EDH Exec Golf Course disclosures 121119.pdf**
14750K



December 9, 2019

Ms. Char Tim
Clerk of the Planning Commission, El Dorado County
2850 Fairlane, Bldg. C
Placerville, CA 95667

Subject: Central El Dorado Hills Specific Plan (19-1670)

Dear Ms. Tim:

Attached please find the Disclosures we have utilized since 2000 regarding the future use of the El Dorado Hills Executive Golf Course.

Sincerely,

Kirk Bone
Director of Government Relations

KB/dmc
Enclosures: (6)

cc w/enclosures: Mel Pabalinas
Tim White, APAC

SUITE 100
SERRANO ASSOCIATES, LLC 4525 SERRANO PARKWAY EL DORADO HILLS, CALIFORNIA 95762-7510
916.939.4060 FAX 916.939.4116

19-1670 Public Comment
PC Rcvd 12-11-19 to 12-12-19

AGREEMENT OF PURCHASE AND SALE

64 VILLAGE D - 2 LOTS

SERRANO ASSOCIATES, LLC,
a Delaware limited liability company

("Seller")

SERRANO CONSTRUCTORS, LP,
a California limited partnership

("Constructor")

and

WARMINGTON HOMES CALIFORNIA,
a California corporation
("Buyer")

Dated: May 23, 2000

5.08. No Golf Course Rights; Acknowledgment in House Sale Contracts.

A. Buyer acknowledges that (a) it has not been offered and shall not receive any voting rights, ownership interest or equity interest in the Serrano Country Club, a California nonprofit mutual benefit corporation (the "Club"), or any ownership interest or equity interest in any recreational facilities, including without limitation the recreational facilities known as the Serrano Country Club and the facilities variously known as the El Dorado Hills Golf Course or the Executive Course (collectively, the "Facilities"); and (b) ownership of any real property does not confer any right to obtain any such voting rights, ownership interest or equity interest in the Club or the Facilities now or in the future, nor does it confer any right to use any such recreational Facilities now or in the future.

B. Buyer acknowledges that Seller makes no representation concerning the continued existence of the facilities variously known as the El Dorado Hills Golf Course or the Executive Course.

C. Buyer shall require purchasers in Buyer's house sale contracts to give acknowledgments identical to those stated in Sections 5.08A and B.

5.09. Contributions By Buyer To Project Marketing.

A. From time to time, simultaneously with each house sale by Buyer, Buyer shall pay to Seller an amount equal to 0.75% of the gross sales price of the particular house (including, by way of example, options, upgrades and lot premiums) to be used by Seller to pay or defray marketing/advertising costs. Seller shall consult with Buyer and other contributors to the fund concerning the most effective and efficient expenditure of such funds. Buyer shall cooperate with Seller in the dissemination to prospective house buyers of Seller's brochure (presently being developed) explaining the recycled water program, and shall participate with Seller in any on-going educational marketing program with respect to recycled water.

B. Not less frequently than weekly, beginning during the week following opening of Buyer's model homes, and continuing until houses on all Lots have been sold, Buyer shall report to Seller in writing. Each report shall state the traffic through Buyer's models; describe any house sale contracts written during the preceding week, including the plan and sales price; and describe any house sale escrow closings during the preceding week, including the plan and sales price; and such additional information as Seller may from time to time reasonably request.

5.10. NPDES Compliance; Fugitive Dust Control. Seller shall obtain a National Pollution Discharge Elimination Standard permit for construction of subdivision improvements. Constructor shall comply with the permit during construction of the subdivision improvements and the Lots. Buyer shall obtain its own NPDES and Fugitive Dust Control Plan approval for house construction and shall comply with the permit and approval during construction of houses. Buyer shall

AGREEMENT OF PURCHASE AND SALE

VILLAGE D-2, UNIT NO. 3, 44 LOTS

SERRANO ASSOCIATES, LLC,
a Delaware limited liability company

("Seller"),

SERRANO CONSTRUCTORS, LP,
a California limited partnership

("Constructor")

and

JTS COMMUNITIES,
a California corporation

("Buyer")

Dated: October 26, 2000

The following disclosures were provided to purchasers
of custom home lots.

5.08. Warranty Work; Repairs.

A. Constructor shall remain responsible for all warranty work required under the provisions of the subdivision improvement agreements with the County, except to the extent of damage to the improvements caused by Buyer's construction activities. Constructor shall promptly perform all warranty work. Except for such warranty work and performance of work which Constructor agrees to perform pursuant to the Walk-Through, Constructor shall have no further responsibility in connection with the Lots or the subdivision improvements, except that Constructor shall be responsible for (i) latent defects in improvements installed by Constructor, and (ii) acts or omissions of Seller or Constructor, or the agents or employees of either.

B. Buyer shall be responsible for any damage to the subdivision improvements which is caused by Buyer, its agents, contractors or subcontractors in connection with the construction of Buyer's homes upon the Lots. Buyer shall promptly repair damage for which it is responsible upon written demand of Seller. Seller shall promptly give Buyer written notice of any requests for repair by the County, EID or any utility calling for repairs that are Buyer's responsibility.

5.09. No Golf Course Rights; Acknowledgment in House Sale Contracts.

A. Buyer acknowledges that (a) it has not been offered and shall not receive any voting rights, ownership interest or equity interest in the Serrano Country Club, a California nonprofit mutual benefit corporation (the "Club"), or any ownership interest or equity interest in any recreational facilities, including without limitation the recreational facilities known as the Serrano Country Club and the facilities variously known as the El Dorado Hills Golf Course or the Executive Course (collectively, the "Facilities"); and (b) ownership of any real property does not confer any right to obtain any such voting rights, ownership interest or equity interest in the Club or the Facilities now or in the future, nor does it confer any right to use any such recreational Facilities now or in the future.

B. Buyer acknowledges that Seller makes no representation concerning the continued existence of the facilities variously known as the El Dorado Hills Golf Course or the Executive Course.

C. Buyer shall require purchasers in Buyer's house sale contracts to give acknowledgments identical to those stated in Sections 5.09A and B.

5.10. Contributions By Buyer To Project Marketing; and Marketing Reports by Buyer.

A. From time to time, simultaneously with each house sale by Buyer, Buyer shall pay to Seller through each house sale escrow an amount equal to 0.75% of the gross sales price of the particular house (including, by way of example, options, upgrades and lot premiums) to be used by Seller to pay or

January 22, 2002

Dear Serrano Purchaser:

You are completing the final details of purchasing property in Serrano. I am pleased that you have chosen Serrano for your new home.

You have received copies of documents such as the CC&Rs, governing documents of the Association including Bylaws and Articles of Incorporation, information about the Mello Roos Districts and Public Reports. These documents describe, in as much detail as possible, the plan and structure of Serrano.

As I am sure you are aware, Serrano is one of the largest master planned communities in the region. Serrano's development will continue over the next eight to ten years. During that time changing economic, political and social conditions may require modification to the plan. The purpose of this letter is to share with you the specifics of the overall plan and our current thinking regarding modifications and flexibility.

The Specific Plan is approved by the County of El Dorado for the construction of up to approximately 6,045 units on 3,550 acres. This is an average density of approximately 1.7 units per acre. The Specific Plan allows densities that range from a low of one unit per four acres in the areas on the northeast part of the property, to densities as high as seven units per acre in areas throughout the development. The higher densities are generally located on the flatter areas along Silva Valley Parkway, certain parcels adjacent to the golf course and on the eastern portion of the property toward Bass Lake.

Even though the Specific Plan contemplates as many as 6,045 units, based on today's market and the physical constraints of the property, we now feel that the densities will equal about 4,500 units.

The Specific Plan requires that the development contain 808 acres of natural open space. The plan provides flexibility to precisely locate the open space area as adjoining subdivisions are built. The plan also provided the ability to develop a second golf course in the area across (south of) the existing Serrano Country Club. The 185 acres have been re-designated for natural open space to increase the total to 993 acres.

Until subdivision streets are built, nearly all of the plan area is subject to change at both subtle and obvious levels. For example, the now thirty-five year old El Dorado Hills Golf Course has suffered from decades of aging, increased regional competition and, until recent years, poor maintenance. Serrano Associates is currently evaluating the continued existence of the course and the potential for

its conversion to other uses.

A less apparent change, but equally meaningful, has been the aggressive water conservation effort pursued by Serrano Associates. The Plan for Serrano emphasized conservation of water as a critical element of the overall development. Serrano Associates has used various means to achieve conservation; the most important technique, introduced in 1999, is the use of recycled water for residential irrigation. When the recycled program is fully implemented the net savings will be approximately 4,500,000 gallons of water per day!

The above information represents examples of the ongoing flexibility and detailed planning that must take place for the successful development of a long term, large-scale master planned community. It is important that you understand, before you complete your purchase, that it is virtually certain we will be making changes to the development plan over time. Of course, these changes will be subject to the constraints and flexibility contemplated in the Specific Plan approved by the County of El Dorado. Copies of the Specific Plan and further details will be made available, if requested.

Sincerely,

SERRANO ASSOCIATES, LLC
A Delaware Limited Liability Company

By: Parker Development Company,
a California corporation
Managing Member

William R. Parker
President

Dated: _____ Acknowledged: _____

September 15, 2005

Dear Serrano Purchaser:

You are completing the final details of purchasing property in Serrano. I am pleased that you have chosen Serrano for your new home.

You have received copies of documents such as the CC&Rs, governing documents of the Association including Bylaws and Articles of Incorporation, information about the Mello Roos Districts and Public Reports. These documents describe, in as much detail as possible, the plan and structure of Serrano.

As I am sure you are aware, Serrano is one of the largest master planned communities in the region. Serrano's development will continue over the next six to eight years. During that time changing economic, political and social conditions may require modification to the plan. The purpose of this letter is to share with you the specifics of the overall plan and our current thinking regarding modifications and flexibility.

The Specific Plan is approved by the County of El Dorado for the construction of up to approximately 6,045 units on 3,550 acres. This is an average density of approximately 1.7 units per acre. The Specific Plan allows densities that range from a low of one unit per four acres in the areas on the northeast part of the property, to densities as high as seven units per acre in areas throughout the development. Those properties within Serrano yet to be developed with streets and homes could be developed at the upper end of the permitted density. Areas beyond the current end of Greyson Creek Drive, the undeveloped area north of the power lines, the area north and east of Holes 13 and 14 on the Serrano Golf Course, and the area generally at the end of Village Green Drive are areas of potentially greater densities.

Even though the Specific Plan contemplates as many as 6,045 units, based on today's market and the physical constraints of the property, we now feel that density will range from 4,500 – 5,000 units.

The Specific Plan requires that the development contain a minimum of 993 acres of natural open space. Currently, the Development meets or exceeds this requirement, and it will continue to do so.

Until subdivision streets are built, nearly all of the plan area is subject to change at both subtle and obvious levels. For example, the now thirty-seven year old El Dorado Hills Golf Course has suffered from decades of aging, increased regional competition and, until recent years, poor maintenance. Serrano Associates is currently evaluating the potential for its conversion to other uses.

A less apparent change, but equally meaningful, has been the aggressive water conservation effort pursued by Serrano Associates. The Plan for Serrano emphasized conservation of water as a critical element of the overall development. Serrano Associates has used various means to achieve conservation; the most important technique, introduced in 1999, is the use of recycled water for residential irrigation. When the recycled program is fully implemented the net savings will be approximately 4,500,000 gallons of water per day!

The above information represents examples of the ongoing flexibility and detailed planning that must take place for the successful development of a long term, large-scale master planned community. It is important that you understand, before you complete your purchase, it is virtually certain that we will be making changes to the development plan over time. Of course, these changes will be subject to the constraints and flexibility contemplated in the Specific Plan approved by the County of El Dorado. Copies of the Specific Plan and further details will be made available, if requested.

Sincerely,

SERRANO ASSOCIATES, LLC
a Delaware Limited Liability Company

By: Parker Development Company,
a California corporation
Managing Member

William R. Parker
President

Dated: _____ Acknowledged: _____

Dated: _____ Acknowledged: _____

October 27, 2009

Dear Serrano Purchaser:

You are completing the final details of purchasing property in Serrano. I am pleased that you have chosen Serrano for your new home.

You have received copies of the governing documents of the Serrano El Dorado Owners' Association, including the CC&R's, Design Guidelines, Bylaws and Articles of Incorporation; and additionally, the Public Report and information about the Mello Roos Districts. These documents describe, in as much detail as possible, the plan and structure of Serrano.

As I am sure you are aware, Serrano is one of the largest master planned communities in the region. Serrano's development will continue over the next six to eight years and perhaps longer. During that time changing economic, political and social conditions may require modification to the plan. The purpose of this letter is to share with you the specifics of the overall plan, and our current thinking regarding modifications and flexibility.

Until streets and homes are built, nearly all of the plan area is subject to change at both subtle and obvious levels.

Since 1989, the community has been governed by a Specific Plan and Development Agreement. The Specific Plan was approved by the County of El Dorado for the construction of up to approximately 6,045 units on 3,550 acres. This is an average density of approximately 1.7 units per acre. The Specific Plan allows densities that range from a low of one unit per four acres in the areas on the northeast part of the property, to densities as high as seven units per acre in areas throughout the development. Those properties within Serrano yet to be developed with streets and homes could be developed at the upper end of the permitted density. Examples of potentially greater densities include, but are not limited to, the area north and east of Holes 13 and 14 on the Serrano Country Club Golf Course, the area generally at the end of Village Green Drive, the east end of the Specific Plan in the vicinity of Serrano Parkway and Bass Lake Road, and the area south of Fire Station #85 and east of the former El Dorado Hills Golf Course.

Even though the Specific Plan contemplates as many as 6,045 units, based on today's market and the physical constraints of the property, we now feel that density will approximate 5,000 units.

The Specific Plan requires that the development contain a minimum of 990 acres of natural open space. Currently, the development meets or exceeds this requirement.

For twenty years, the Development Agreement insured the opportunity for build-out of the community consistent with the goals and intent of the Specific Plan. Currently, the properties in Serrano yet to be developed with streets and homes are planned to be developed consistent with the Specific Plan. However, the Development Agreement expired in February 2009, and future economic, political and social conditions may require build out of the development in ways not contemplated by the Specific Plan. Any such modification is subject to the review and approval of the County of El Dorado.

The former El Dorado Hills Golf Course, at Serrano Parkway and El Dorado Hills Blvd. (which is not part of the Specific Plan), was closed in 2007. We are currently evaluating development alternatives for this approximate 100 acre site. At this time, no decisions have been made. Any units resulting from development of this parcel are exclusive of the 5,000 units in the Specific Plan.

A meaningful change, relative to the original plan, has been the aggressive water conservation effort pursued by Serrano Associates. The Specific Plan for Serrano did emphasize conservation of water as a critical element of the overall development. Serrano Associates has taken this much farther, using a number of means to achieve conservation. The most important technique (introduced in 1999) was the use of recycled water for residential irrigation. That use, together with the use of recycled water at our Community Parks and at Serrano Country Club, is currently saving as much as 6 million gallons of potable water per day during peak summer irrigation cycles. At full build-out of Serrano, this number will logically increase.

Ongoing flexibility and detailed planning must take place for the successful development of a long term, large-scale master planned community. It is important that you understand, before you complete your purchase, that it is virtually certain we will be making changes to the development plan over time. These changes may or may not be subject to the constraints and flexibility contemplated in the Specific Plan, depending on the date the County deems the related tentative map application(s) complete. Copies of the Specific Plan and further details will be made available, if requested.

Sincerely,

SERRANO ASSOCIATES, LLC
a Delaware Limited Liability Company

By: Parker Development Company,
a California corporation, Managing Member

William R. Parker, President

Dated: _____ Acknowledged: _____

Dated: _____ Acknowledged: _____

June 01, 2013

Dear Serrano Purchaser:

You are completing the final details of purchasing property in Serrano. I am pleased that you have chosen Serrano for your new home.

You have received copies of the governing documents of the Serrano El Dorado Owners' Association, including the CC&R's, Design Guidelines, Bylaws and Articles of Incorporation; and additionally, the Public Report and information about the Mello Roos Districts. These documents describe, in as much detail as possible, the plan and structure of Serrano.

As I am sure you are aware, Serrano is one of the largest master planned communities in the region. Serrano's development will continue over the next six to eight years and perhaps longer. During that time, changing economic, political and social conditions may require modification to the plan. The purpose of this letter is to share with you the specifics of the overall plan, and our current thinking regarding modifications and flexibility.

Until homes are built, nearly all of the plan area is subject to change at both subtle and obvious levels.

Since 1989, the community has been governed by the El Dorado Hills ("EDH") Specific Plan and Development Agreement. The EDH Specific Plan was approved by the County of El Dorado for the construction of up to approximately 6,045 units on 3,550 acres. This is an average density of approximately 1.7 units per acre. The EDH Specific Plan allows densities that range from a low of one unit per four acres in the areas on the northeast part of the property, to densities as high as seven units per acre in areas throughout the development. Those properties within Serrano yet to be developed with streets and homes could be developed at the upper end of the permitted density. Examples of potentially greater densities include, but are not limited to, the area between Holes 13 and 14 on the Serrano Country Club Golf Course, the area generally at the end of Village Green Drive, the east end of the EDH Specific Plan in the vicinity of Serrano Parkway and Bass Lake Road, and the area south of Fire Station #85 and east of the former El Dorado Hills Golf Course.

Even though the EDH Specific Plan contemplates as many as 6,045 units, based on today's market and the physical constraints of the property, we now think that density will be approximately 5,000 units.

The EDH Specific Plan requires that the development contain a minimum of 990 acres of natural open space. Currently, the development meets or exceeds this requirement.

For twenty years, the Development Agreement insured the opportunity for buildout of the community consistent with the goals and intent of the EDH Specific Plan. Currently, the properties in Serrano yet to be developed with streets and homes are planned to be developed consistent with the EDH Specific Plan. However, the Development Agreement expired in February 2009, and future economic, political and

social conditions may require build out of the development in ways not contemplated by the EDH Specific Plan. Any such modification is subject to the review and approval of the County of El Dorado.

A meaningful change, relative to the original plan, has been the aggressive water conservation effort pursued by Serrano Associates. The EDH Specific Plan for Serrano did emphasize conservation of water as a critical element of the overall development. Serrano Associates has taken this much further, using a number of means to achieve conservation. The most important technique (introduced in 1999) was the use of recycled water for residential irrigation. That use, together with the use of recycled water at our Community Parks and at Serrano Country Club, is currently saving as much as 6 million gallons of potable water per day during peak summer irrigation cycles. At full build-out of Serrano, this number will logically increase.

The former El Dorado Hills Golf Course, at Serrano Parkway and El Dorado Hills Blvd. (which is not part of the EDH Specific Plan), was closed in 2007. We have submitted a development proposal to the county of El Dorado for reuse of the El Dorado Hills Golf Course. The project is called Westside and is part of the Central El Dorado Hills Specific Plan Proposal. If you would like more information about the proposal, please visit the Parker Development Company website:

- Access www.parkerdevco.com
- Click on "Developments" in the upper left corner
- Click on the icon for the "Central El Dorado Hills Specific Plan" under Proposed Specific Plans.

Ongoing flexibility and detailed planning must take place for the successful development of a long term, large-scale master planned community. It is important that you understand, before you complete your purchase, that it is virtually certain we will be making changes to the development plan over time. These changes may or may not be subject to the constraints and flexibility contemplated in the EDH Specific Plan, depending on the date the County deems the related tentative map application(s) complete. Copies of the EDH Specific Plan and further details are available, if requested.

Sincerely,

SERRANO ASSOCIATES, LLC
a Delaware Limited Liability Company

By: Parker Development Company,
a California corporation, Managing Member

William R. Parker, President

Dated: _____ Acknowledged: _____

Dated: _____ Acknowledged: _____



PC 12-12-19
Item # 3
Planning Department <planning@edcgov.us>
(2 pages)

Fwd: reasons for opposition to EDH rezone of old golf course parcel

1 message

The BOSONE <bosone@edcgov.us>
To: Planning Department <planning@edcgov.us>

Wed, Dec 11, 2019 at 4:46 PM

Kind Regards,

Cindy Munt

Assistant to Supervisor John Hidahl, District 1
Board of Supervisors, County of El Dorado
Phone: (530) 621-5650
CLICK HERE to follow Supervisor Hidahl on Facebook
CLICK HERE to visit Supervisor Hidahl's web page

----- Forwarded message -----

From: **Cathy Devito** <catdevitosf@yahoo.com>
Date: Wed, Dec 11, 2019 at 4:34 PM
Subject: reasons for opposition to EDH rezone of old golf course parcel
To: bosone@edcgov.us <bosone@edcgov.us>, bostwo@edcgov.us <bostwo@edcgov.us>, bostthree@edcgov.us <bostthree@edcgov.us>, bosfour@edcgov.us <bosfour@edcgov.us>, bosfive@edcgov.us <bosfive@edcgov.us>, jvegna@edcgov.us <jvegna@edcgov.us>, gary.miller@edcgov.us <gary.miller@edcgov.us>, jeff.hansen@edcgov.us <jeff.hansen@edcgov.us>, james.williams@edcgov.us <james.williams@edcgov.us>, rommel.pabalinas@edcgov.us <rommel.pabalinas@edcgov.us>
Cc: tjwhitejd@gmail.com <tjwhitejd@gmail.com>, jdavey@daveygroup.net <jdavey@daveygroup.net>, jjrazzpub@sbcglobal.net <jjrazzpub@sbcglobal.net>, bwashburn@murphyaustin.com <bwashburn@murphyaustin.com>

Hello,
First, thanks to each of you for your public service. I'm a homeowner and resident of EDH; the following reasons are why I request you vote NO REZONE of the EDH Executive Golf Course parcel.

1. The rezone is not necessary for the County to meet its RHNA and/or other local or State measures. Housing is already under development to meet the criteria. Although there may be changes to requirements in the future, there is plenty of land still available in the County to meet the needs.
 2. The developer purchased the parcel in question knowing how it was zoned, and both County and developer have heard public opinion on the subject since 2015. Overwhelmingly opposed by people who live and pay taxes in this community.
A rezone would be mostly an economic benefit for the developer.
Any "trade" for other land on the ridge seems a ploy by the applicant/developer, as that land is more costly to develop and represents far fewer homes for developer profit. Why does the community need to suffer the loss of prime open and usable space to make it easier for a developer to profit? A smaller park next to a freeway is distasteful and not a fair trade. Why trade at all.
 3. An expectation that retirees from the Bay Area will continue to purchase in EDH in droves may be optimistic. Most, like myself, were attracted to the semi-rural setting and relative lack of traffic congestion. It is quickly changing and there are many other options for this demographic, both in and out of State, whether downsizing or looking for a better quality of life for self / family.
- Prop 90 is over in EDC, traffic congestion has appreciably increased, and now the 'new normal' of power outages during increasingly frightening fire seasons. This is not an attraction to EDH.

What does make EDH attractive and unique is the open space, recreation for families, adults, safer roads, less traffic. Let's please not exchange open, usable community space for more dwellings, since we already have over 9000 in the planning stages.

4. Where are the new jobs (close by) to support those with mortgages? Local mass transit options to get to Sacramento or other urban areas that do provide such employment? We continue to lose larger employers, most recently Blue Cross, replaced by more housing and retail/big box/warehouse. At some point that seems unsustainable.

Our schools are overcrowded already, and we are threatened with water rationing and power outages. Where is the mitigation v. contribution to these problems?

Let's work with what we have approved already, to see what additional impacts we - the taxpayers - will need to bear with respect to water, congestion and infrastructure maintenance and development.

5. The completion of residential and commercial projects underway at our Hwy 50 intersections will significantly increase traffic in all directions, including all the way to Green Valley and Francisco. Silva Valley and EDH Blvd cannot be widened sufficiently.

Already there is significant congestion during non-commute hours at Green Valley/Silva and EDH/Francisco intersections. These routes are used as cut-throughs by personal and commercial vehicles. In just 3 years I've seen a huge increase on local roads during both commute and non-commute hours. The location of the potential rezone area is smack in the middle of this and would add significantly.

I am not against development in general, but we also have a more fiscally responsible way to develop the open land without adding a tax burden to our residents, destroying the very reason why they chose to live here.

Thank you for your time and consideration.

Cathy Devito
3311 Bellingham Place
El Dorado Hills, CA 95762
415-652-2902

12/12/2019

Edcgov.us Mail - Fwd: Letter from EDHCSD Board of Directors to El Dorado County Planning Commission RE: Hearing to consider the ...



PC 12-12-19
Item # 3
Debra Ercolini <debra.ercolini@edcgov.us>
(28 pages)

Fwd: Letter from EDHCSD Board of Directors to El Dorado County Planning Commission RE: Hearing to consider the Central El Dorado Hills Specific Plan project to request a General Plan Amendment (A14-0003) to amend the County General Plan Land Use Map...

1 message

Char Tim <charlene.tim@edcgov.us> Thu, Dec 12, 2019 at 5:38 AM
To: Debra Ercolini <debra.ercolini@edcgov.us>
Cc: Rommel Pabalinas <rommel.pabalinas@edcgov.us>, Tiffany Schmid <tiffany.schmid@edcgov.us>, Robert Peters <robert.peters@edcgov.us>, Breann Moebius <breann.moebius@edcgov.us>

Debbie,
Please print email and attachment for distribution at today's hearing. Thank you.

----- Forwarded message -----

From: **Brittany DiTonno** <bditionno@edhcsd.org>
Date: Wednesday, December 11, 2019
Subject: Letter from EDHCSD Board of Directors to El Dorado County Planning Commission RE: Hearing to consider the Central El Dorado Hills Specific Plan project to request a General Plan Amendment (A14-0003) to amend the County General Plan Land Use Map...
To: Char Tim <charlene.tim@edcgov.us>
Cc: Clay Russell <clay.russell@edcgov.us>, "tiffany.schmid@edcgov.us" <tiffany.schmid@edcgov.us>

Dear El Dorado Planning Commission,

This email is being sent on behalf of the Board of Directors for El Dorado Hills Community Services District who respectfully requests your attention to the attached document.

Thank you,



El Dorado Hills
Community Services District

Brittany DiTonno

Executive Assistant to the GM/Clerk of the Board

1021 Harvard Way, El Dorado Hills, CA 95762

Direct Phone: 916-614-3212

bditionno@edhcsd.org

12/12/2019

Edcgov.us Mail - Fwd: Letter from EDHCSD Board of Directors to El Dorado County Planning Commission RE: Hearing to consider the ...

www.edhcsd.org

This email has been scanned by the Symantec Email Security.cloud service.
For more information please visit <http://www.symanteccloud.com>

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Char Tim

Clerk of the Planning Commission

County of El Dorado

Planning and Building Department

2850 Fairlane Court

Placerville, CA 95667

(530) 621-5351 / FAX (530) 642-0508

charlene.tim@edcgov.us



Letter to Planning Commission_12.06.2019.pdf

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TO: El Dorado County Planning Commission
330 Fair Lane
Placerville, CA 95667-4197

DATE: December 6, 2019

RE: Central El Dorado Hills Specific Plan (CEDHSP) Draft Development Agreement Terms and Proposal (Updated)

FROM: Board of Directors for El Dorado Hills Community Services District

CC: El Dorado County CAO, Donald Ashton
El Dorado County Board of Supervisors

El Dorado Hills Community Services District (CSD or District) is located in an unincorporated area of El Dorado County; is a political subdivision, and; is empowered to provide several essential and quality of life services to the residents of El Dorado Hills. With over 45,000 residents, El Dorado Hills is both the densest and most populated area of the County, yet remains unincorporated. The CSD is the most recognizable form of local government to be the voice of the community. This is a result of the CSD's services and other community outreach efforts that uniquely position this agency with its constituents in a meaningful way.

That voice of El Dorado Hills is often sent 'up the hill' to El Dorado County staff and officials in the form of written communications, public comment, and through collaboration by the elected CSD Board and Management. These efforts to bridge any disconnect between the policymakers at the County and residents served on the far western slope are increasingly important.

This memorandum is a message to the El Dorado County Planning Commission in response to specific requests for input as made by Commissioners during the November 14, 2019 public meeting regarding the proposed Central El Dorado Hills Specific Plan Project (Project).

Background & Summary of Past Engagement Activities:

El Dorado Hills CSD has participated in a limited capacity with the Project Development Agreement (DA) process throughout the past 2-3 years. The CSD Board maintains that its previous



requests for consideration as part of the Project Development Agreement stand. However, to clarify the CSD's historic and current stance, the CSDA Board is providing this summary to the Commission along with our request for specific negotiation points and exactions for this project.

Measure E (2015), which the Community of El Dorado Hills voted upon, provides the clearest message and most important request to the County: "Do not rezone the Old Executive Golf Course Property". This is approximately 100 acres that is bisected by Serrano Parkway. As part of the DA negotiation process, and to pursue the will of the voting public, the CSD pursued maintaining the 100 acres of usable recreation facilities. In response, at no time was 100 acres of *usable* (emphasis added) recreation facilities land offered by the Project proponent or County representatives. The emphasis on usable land is important, because the Old Executive Golf Course was usable for recreation activities, as currently zoned for recreation and open space and historically used for such purpose. The CSD still desires to obtain and retain 100 usable acres of recreation facilities and open space at this site.

Negotiations often involve compromises. This has been acknowledged by the CSD throughout the negotiation process. For development agreement negotiations, the CSD has been afforded limited involvement, input, and has had no authority to mandate or impose conditions for the agreement. County staff have managed the development agreement process, with apparent involvement by at least one County Board Supervisor, Mr. John Hidahl. Assuredly, the entire Board of Supervisors were apprised of the negotiation throughout that process.

Given the position that the CSD as an ancillary and non-land use agency during this process, alternatives beyond the full 100 acres of usable recreation facilities land were considered and proposed by the CSD Board. For instance, in letters that you have been provided (June 2017), the CSD requested that the proposed 11-acre Civic-Limited Commercial property be moved toward Hwy 50 and that it be combined with 30 acres of parkland, totaling 45 acres. Along with the 45-acre parkland request, the CSD proposed acquisition of other community enhancements to offset the requested 100 acres. Some of those requests were targeting what is now seen in the development agreement as Community Benefit Fee (Section 3.2.4) and Property Transfer Fee (Section 3.2.5).

At that time, the District sought the full (100%) value of those funds to be retained for use by the CSD since:

- 1) It is the El Dorado Hills Community that is being affected by the Project;
- 2) The County will receive additional property tax revenue from this project; and
- 3) The CSD could use those funds to provide for a modern community/senior center as well as other community benefits.



However, the development agreement has continued to vaguely state how those Community Benefit Funds and Property Transfer Funds will be dedicated and there is no clear dedication of those fees to be directed back to the EDH Community.

The CSD, in an effort to negotiate a position for the community while also accepting the County's position for wanting to retain the full exaction funds, later requested that one-half (50%) of each monetary exaction be directed to the CSD. We proposed that those funds could be placed into an endowment fund from which the interest earned would be used to directly benefit El Dorado Hills. Essentially, these funds are an offset to not retaining the full 100 acres of usable recreation facilities land. This is not a fair trade – and the CSD requests the full monetary exaction(s) – however, through negotiations, the CSD has been left with little positioning and seeks to get *something* of value to return to the community for the losses and impacts they'll receive from the Project.

Current CSD Proposed Requests:

Through this memorandum, the CSD hereby asks the Planning Commission to consider the following requests in addressing the needs of the EDH Community, which are presented in order of preference:

Request #1 Honor the Community's will and do not rezone the Old Executive Golf Course.

Request #2 Should you rezone the Old Executive Golf Course, mandate that 45 or more contiguous and usable acres of parkland/recreation facilities be provided, along with the full complement (100%) of monetary exactions identified in the draft development agreement. The community benefit funds will be entered into either an endowment or a dedicated CSD fund/account managed by a Community Oversight Committee of volunteers to guide the Board on how these Community Benefit Fees will be appropriated to projects, programs, and facilities.

Request #3 Should you rezone the Old Executive Golf Course, provide 45 or more contiguous and usable acreage, along with the 50% complement of monetary exactions identified in the draft development agreement. The community benefit funds will be entered into either an endowment or a dedicated CSD fund/account managed by a Community Oversight Committee of volunteers to guide the Board on how these Community Benefit Fees will be appropriated to projects, programs, and facilities.



Civic Limited Commercial Property

The proposed Civic-Limited Commercial Property has been closely inspected by the CSD, with concept efforts for a basic recreation facility use – a soccer field – being initially explored. That research effort made it clear that this site is topographically challenged, and of a size and shape that is not suitable for many uses adjacent to a 4-lane roadway. It has been determined that it would be a poor use of public funds to force a ballfield or a stand-alone senior center, onto that site as other, larger, and more centralized multi-use facilities for all ages can make the most of limited taxpayer resources . For simple reference, please see the attached soccer field concept and engineers cost estimate of \$5,000,000 (Five Million Dollars), and a 20% contingency assumption of \$1,000,000. A senior center would cost tremendously more, and it would be a satellite facility to other CSD operations. Satellite facilities inherently cost more to operate due to duplications in buildings, staffing, resources, and equipment, and that is why the CSD has been pursuing a multi-generational community center that would provide all the modern senior center facility and uses that El Dorado Hills desperately needs.

Hence, this is the basic rationale for the CSD's request for *usable* land that would accommodate such a facility (see request above for 45 acres near Hwy 50). Again, because of the limited position that the CSD was afforded during the negotiation process, the CSD has conveyed in writing that the 11-acre Civic-Limited Commercial site would be accepted. At this time, the anticipated use by the CSD would be for preserved open space and possibly an extension/use or a safe parking area for the Archery Range, however, no programmed use has been predetermined. Acceptance of this 11-acre site is not a suitable exchange for the loss of 100 acres of usable land that would be lost through this project, nor is the 45 acres identified in Requests #2 and #3 a suitable exchange.

Other Concerns and Requests

The following includes other more minor elements of the proposed project review documentation and the County documentation

- **Proposed 15-acre Park Site:** This proposed park should not receive a designation from the County through this Project review process. Designation of park sites as *community, village, neighborhood,* or otherwise within the jurisdiction of the CSD is an authority of the CSD, as clearly defined in Policy and the District's Master Plan. As such, reference to parkland required to be dedicated (i.e., Quimby Act parkland dedication) or any additional parkland, shall only receive designation(s) from the CSD.



- **Section 3.2.5 of the Development Agreement.** Although the intent of the use of the term “voluntary” Transfer Fee in this section of the Development Agreement may have a valid meaning, for the purposes of longstanding clarity, a *mandatory* and *perpetual* aspect to this provision of the agreement is required.
- **Section 3.2.5 of the Development Agreement:** This section requires editing to accurately depict the requirement to dedicate parkland per the total quantity of homes approved for the Project. As this section reads now, the land would not be dedicated until some future date in which the homes are mapped or built. Parkland shall be dedicated at the time of the first map approval. Receipt of parkland will be at the pleasure of the park and recreation authority – the CSD. As such, a parkland dedication agreement shall be drafted and entered into at the time of the Development Agreement approval. In the event that an agreement cannot be made between the parties, all Quimby In-Lieu funds shall be paid to the CSD.
- All parkland dedication will be net acreage after removal of the pedestrian overcrossing area and its setbacks, and non-usable areas, including easements, rights-of-way, wetlands or other protected areas.
- **Section 3.2.8. Trail review.** Review and approval *shall* be made by the CSD. The current language specifies *may*, however, in being consistent with other projects, the Project conditions must require this change.
- **Section 3.2.9. Funding Mechanism for Park Maintenance.** The CSD has initiated the formation of a District-wide Master CFD, which will be fully formed prior this Project being reviewed by the County Board of Supervisors. As such, the condition in this section shall be that the Project be required to join this District-wide Master CFD.
- **Section 3.9 Protection Against Negative Fiscal Impacts.** As commented on to the Planning Commission, the fiscal impact analyses require updating. The CSD has recently adopted an updated cost allocation plan. Those value(s) changes should be utilized to update this important analysis for this project.

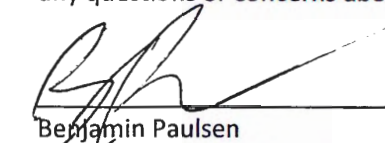
Conclusion

The CSD is currently conducting its own review of Project consistency with the General Plan and other Policies of the County. As such, the District is reserving additional comments for upcoming hearings of the County Planning Commission and/or the Board of Supervisors. The District



appreciates the opportunity to participate in this very important, community-altering action to be taken by the Commission.

The District General Manager will present this memorandum message to the Commission at an upcoming meeting, and will be available to discuss the matter more. Please do not hesitate to contact the General Manager at (916)933-3212 or via email at kloewen@edhcsd.org if you have any questions or concerns about the conditions specified above.


Benjamin Paulsen
EDHCSD Board President

Attachments:

1. October 17, 2019 Memorandum from CSD Board of Directors to County CAO, Don Ashton, Re. Central El Dorado Hills Specific Plan (CEDHSP) Draft Development Agreement Terms and Proposal. Memorandum, inclusive of:
 - a. Memorandum Dated June 12, 2017 from CSD General Manager Kevin A. Loewen to CEDHSP Development Agreement Committee.
 - b. Memorandum Dated November 22, 2017 from CSD General Manager Kevin A. Loewen to CEDHSP Development Agreement Committee.
2. CSD Concept and Costing Due Diligence for Civic Limited Commercial Site of the CEDHSP Project, Identified as Serrano Village Park.



From: Board of Directors, El Dorado Hills Community Services District

Date: October 17, 2019

To: Donald Ashton, CAO, County of El Dorado
330 Fair Lane
Placerville, CA 95667-4197

CC: El Dorado County Planning Commission
El Dorado County Board of Supervisors

Subject: Central El Dorado Hills Specific Plan (CEDHSP) Draft Development Agreement Terms and Proposal

The El Dorado Hills Community Services District (District), a political subdivision, has taken part in Development Agreement negotiations for the Central El Dorado Hills Specific Plan (CEDHSP) application made by Parker Development (Developer), to the extent permitted by El Dorado County. We have appreciated the opportunity to participate in some of these limited discussions, in good faith, on behalf of the community we serve.

With the District acting as the voice of the community and per the community's request to maintain the Old Executive Golf Course as a recreation open space resource (see Measure E, 2015), several formal and informal requests have been made to obtain exactions above and beyond the basic legal requirements for the Developer's project application. Examples of this communication are provided as attachments:

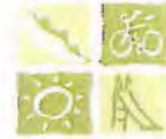
- June 12, 2017 – Memo from General Manager Loewen to County Development Agreement Committee for Central El Dorado Hills Project.
- November 22, 2017 – Memo from General Manager Loewen to County Development Agreement Committee for Central El Dorado Hills Project.
- July 26, 2019 – Written comments from General Manager Loewen to CAO, pertaining to draft Development Agreement. All written comments were discussed during a meeting with County staff and representatives from Parker Development.



The Developer's project application for a new residential subdivision (Project) is for approximately 1,000 units. Although much discussion, and even draft development agreement language, has included references to an anticipated lower final home production count, the application to be acted upon by the County is still for approximately 1,000 homes. The requirements set forth must be in respect to the application, as submitted for approval.

As such, the District maintains that standard Development Agreement requirements be made onto the project/application:

1. **Quimby Act Parkland Requirements:** Per El Dorado County Subdivision Ordinance (SO) 120.12.090 B and per District Policy 6110 – Parkland Dedication and Development Standards:
 - a. Parkland shall not be determined by the Development Agreement until such time as District staff has been presented with sufficient information to evaluate the property and to ensure that it is acceptable. Sufficient information includes topographic, cultural, and wetland maps; Phase I environmental assessment; and preliminary assessment engineer analyses. All other requirements within Policy 6110 must also be met.
 - b. Credit for parkland will be reduced for all non-usable land, such as for utility, road or pathway easements and, wetlands.
 - c. Should all 1,000 homes (approximately) be single family, then the acreage for Quimby Act Dedication would be 16.5 acres. The County SO defines acreage dedications.
2. **Park Maintenance Funding:** A maintenance funding mechanism must be formed, at the expense of the Developer, for continued maintenance of parkland within the project, and must be formed prior to the first permit issuance. Such funding mechanism shall be in the form of a districtwide community facilities district (CFD), or similar, that is approved of by the District (see District Policy 6110.120 and 6120.1).
3. **Credible Park Size:** Minimum desirable park size is normally three (3) acres for the purposes of economical maintenance and procuring adequate land for the development of multi-purpose fields (Policy 6110.60 A). The proposed one-acre (1+/- acre) entrance into the proposed project subdivision is inadequate, and constitutes a subdivision entrance beautification and amenity, yet, is not parkland.
4. **Land Dedication to District:** All proposed parkland, or other lands for dedication, shall be grant deeded to the District upon filing of the first phase of the final map, regardless of the phase in which the park site(s) are located (Policy 6110.80). In the event the



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Community Services District

District approves development of a turnkey park, a park impact fee credit may be utilized, as per Policy 6200 and as defined within a parkland dedication agreement.

5. **Clear & Complete Title:** All parkland, or other lands to be dedicated to the District, shall be free and clear of liens, leases, easements, encumbrances and use restrictions including any unrecorded encumbrances such as per acre assessment fees against the land for the availability of roads, bridges, water and sewer services (Policy 6110.90). This includes the elimination of the proposed revisionary clause where the dedicated park lands would revert to the Developer at any time.
6. **Utilities:** Delivery to the proposed park site of an adequate supply of potable water and sewer and/or electrical service, where applicable, shall be guaranteed by Developer or builder and stubbed out at an appropriate location. Alternate domestic water sources must be adequate to satisfy supply and demand for the proposed land use (6110.60 I). The District requests that provision of these utility(ies) stubs and meters be at the expense of the Developer/Project.
7. **Drainage & Wetlands:** Drainage courses, or dedications near or adjacent to hazardous or noxious material's sites are not acceptable for parkland dedication credit to the District. Flood plains and wetland areas are generally not accepted, unless the site's potential risks are fully mitigated at the subdivider's risk and expense (611060 J).

The District has previously provided confidential memoranda (attached, as referenced earlier) to express the position of the District Board and the EDH residents served by the District. The status of those memos are no longer confidential and the following comments and requests for the aforementioned community enhancements do not replace the original desire for the terms previously conveyed, however, the District understands that the land use power and authority to enter into a Development Agreement rests with El Dorado County.

As such, and to seek the best final outcome(s) for El Dorado Hills residents, both now and in the future, the District requests that the County, at a minimum, provide the following compromise elements within the Development Agreement:

1. **\$3,000/Unit Community Benefit/Enhancement Fee.** Builders shall make payment of the community benefit/enhancement fee directly to the District. Those funds will be set aside into an endowment, from which future revenue earned will be used at the sole discretion of the District Board for programs, amenities, and direct benefits to EDH community members. These fund uses may include outdoor education, sustainability measures, inclusionary park elements, trail development and maintenance, and other



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Community Services District

environmental enhancements, including those planned at Bass Lake and other areas of the District. This amount (\$3,000) of the community benefit/enhancement fee is intended to comprise one-half (50%) of the one-time fee the County has communicated it plans to exact for each building permit issued for this project. Submitting these fees directly to the District will ensure the benefits are applied back into the community that will be losing such a large and contiguous open space element that the community will be deprived of, should the County approve the Project.

2. **Transfer Fee:** Similar to the community benefit/enhancement fee, 1/8% (0.00125) of the secondary and perpetual property transfer fee shall be assigned to the District, and to be designated for park operation uses and local enhancements. Again, to ensure the benefit is longstanding for EDH residents, the principal of these perpetual fees will be placed into an/the endowment to fund ongoing operations related to open space, outdoor education, fire fuels reductions, trail enhancements, or similar community-benefitting activities. This amount of the fee to be assigned to the District shall comprise one-half (50%) of the fee that the County has communicated it plans to exact on this Project.
3. **Civic/Commercial Land Dedication:** The proposed 11.5 acre parcel of Civic/Limited Commercial land near the fire station on El Dorado Hills Boulevard shall be dedicated to the District upon project approval. This land is not currently designated as parkland/open space, as such it does not qualify as parkland dedication. It is the intent of the District to obtain this property for use as parkland, community facility, or other beneficial uses determined by the District Board. This land shall be dedicated without use or other restrictions established by the developer or County, nor any reversionary clauses.
4. **Reversionary Clauses on Title for Existing District Parks:** District requests the reversionary clauses on public parkland in the El Dorado Hills Specific Plan, namely Village Green, Archery Range and Allan Lindsay Park, be removed. Such clauses, were rightfully intended to ensure the appropriate long term uses of these dedicated lands. However, 25 years later, these properties are actively managed and programmed parks, and the District's ownership and Title should not be encumbered by unnecessary clauses. This request is consistent with ALL other properties or developments in EDH.



Again, in the event this project moves forward, the District appreciates the opportunity to participate in the creation of the Development Agreement in support of the residents of El Dorado Hills. Please contact the District General Manager at 916-933-3212 or via email at kloewen@edhcsd.org if you have any questions or concerns about the conditions specified above.

Respectfully submitted on behalf of the Board of Directors

A handwritten signature in blue ink that reads "Kevin A. Loewen". The signature is fluid and cursive, with the first name being the most prominent.

Kevin A. Loewen, General Manager



To: CEDHSP Development Agreement Committee
From: Kevin A. Loewen, General Manager
Date: June 12, 2017
Subject: CEDHSP Development Agreement Terms

The El Dorado Hills Community Services District (District), through this confidential development agreement process, provides this memo for internal uses only. County Staff and the Developer (Parker Development) have requested a formal memo in proceedings for a development agreement (DA) on the Central El Dorado Hills Specific Plan (CEDHSP). The District does not have land use authority, those powers are at the sole discretion of the El Dorado County Board of Supervisors. As such, perspective must be presented as to the District's position that it first and foremost has sought, and continues seeking, to preserve the "Old Executive Golf Course" in its entirety, as open space and recreation facilities.

At the request of the Community, the District placed Measure E on the November 3, 2015 ballot. The question posed to the community was, "Should the El Dorado County Board of Supervisors re-zone the approximately 100 acres of the former Executive Golf Course in El Dorado Hills from its current land use designation as "open space recreation" to a designation that allows residential housing and commercial development on the property?" Over 40% (9,057) of voters in El Dorado Hills cast a vote on this Measure, with over 91% (8,236 of 9,057) voting "No" on that ballot question.

The District supports the voice of the community through Measure E. In the event that an application to change the Old Executive Golf Course to something other than open space/recreation facilities is approved by the County, the District must be poised to address the community's interests and appreciates the opportunity to participate in this DA process.

At this time, the Central El Dorado Hills Specific Plan will meet the needs of the community by incorporating to the following terms, which are aside and separate from requirements that must be satisfied per the County General Plan, Subdivision Ordinance, or any other ordinances:

- The Developer/Applicant has offered the Civic Limited-Commercial (C-LC) site as dedication for a senior center (i.e., Center for the Ages), and has offered funding (e.g., seed money) toward construction of the same. The C-LC acreage shall be relocated to

provide continuous parkland dedication at the southern portion of project. The C-LC site will be situated with the 15-acre proposed parkland, and an additional contiguous acreage to equal 45 total acres of CSD parkland.

- Funds offered toward a senior center at the C-LC shall be transferred to the District at the time of the first permit of the project being issued. Such funds currently offered by Developer for a "Center for the Ages" shall be utilized for the same purposes (e.g., multi-generational community center) at a community park.
- Developer shall front-load construction of the turnkey park. Design shall be provided by and approved by District through a collaborative development process. A park impact fee credit system will be provided as an option for the Developer. Sports field lighting is mandatory.
- The Landscape Lighting Assessment District (LLAD) shall be activated from the onset of the first permit issued. Developer may opt to include remaining lots within EDH Specific Plan into that LLAD. The CEDHSP LLAD will include one Community Park for the District.
- Public park parking lot shall be restricted for District-permitted uses only. Proposed park and ride at the public park parking lot will not be permitted.
- The plan shall include public access to Plan trail network.
- Any public trail landing, such as the Highway 50 foot bridge and any of its setbacks or easements, shall not be dually applicable for satisfying parkland dedication.
- Any street landscaping, median, entry monuments, and open space areas and their ongoing maintenance and upkeep shall be the responsibility of HOA/CFD.
- All oak tree (or other tree) mitigation shall be performed in District boundaries.

Again, in the event this project moves forward, the District appreciates the opportunity to participate in the creation of the DA in support of the residents of El Dorado Hills. Please contact me at 916-933-6624 or via email at kloewen@edhcsd.org if you have any questions or concerns about the conditions specified above.



To: CEDHSP Development Agreement Committee
From: Kevin A. Loewen, General Manager
Date: November 22, 2017
Subject: CEDHSP Development Agreement Terms

The El Dorado Hills Community Services District (District) has taken part in Development Agreement negotiations for the Central El Dorado Hills application made by Parker Development (Developer). Without any such involvement or communications from the County on this matter in over two months, and while the District is assuredly not privy to all aspects of these negotiations, the most recent iteration of community benefits directly tied to the Community Services District that are above and beyond standard development requirements (e.g., Quimby), as presented by the Developer during negotiations and other dialogue, include:

1. \$3,000/unit community enhancement fee. Developer requests to direct those funds to the County for holding and disbursement to the District. Developer has requested that funds be applied toward parks in the Bass Lake area.
2. 1/4% (0.25%) secondary and perpetual property transfer fee to be assigned to the District for park operation uses.
3. 11 acres of C/LC near the fire station.

The District has previously provided confidential memoranda to express the position of the District Board and the residents served (see attached). The following comments and requests for the aforementioned community enhancements do not replace the original desire for the terms previously conveyed, however, the District understands that the land use power and authority to enter into a development agreement rests with El Dorado County.

1. Given that development projects such as the proposed Central EDH Plan occur across many years, the value of the \$3,000/unit fee, as permits are pulled, will lose its community enhancement ability over time through inflation. The District requests that

the fully entitled project be funded at the outset of any such entitlement so that those funds may be applied directly to projects and programs within the District's Park & Recreation Facility Master Plan. That Master Plan currently has in excess of \$140M in capital needs. The community enhancement fee will have no relationship tied to park development impact fees, and the funds must be directed to the District. Should this not be an option, then the per unit fee should be escalated annually in the amount equal to the annual change of the construction cost index, as indicated in the engineering news record.

Enhancement fee funds should be provided to the agency for which they are specifically designated for use by in the Development Agreement because, to have those funds directed to the County, as requested by the Developer, will inherently result in additional administrative processes, such as financial tracking, and present the potential for redirection of the funds toward other uses.

2. A 1/2% (0.5%), instead of 1/4%, secondary and perpetual property transfer fee shall be agreed to be assigned to the District for projects and programs within its Park & Recreation Facility Master Plan. A portion of that transfer fee in the amount of equal to 20%, or 1/10 of the original 1/2%, will be dedicated and assigned for community enhancement uses by the EDH Promise Foundation. In the event that the EDH Promise Foundation dissolves, then the funds will be distributed to its successor non-profit organization.
3. The District will accept the 11 acres of C/LC property near the fire station, with no parkland dedication credit toward the project being applicable to this IOD, as the property has severe park and recreation use limitations due to the excess of 20% slope.
4. All community enhancement benefits obtained and received through this Development Agreement will be managed by the District without assignment by the Developer or others.

As previously stated, the items aforementioned are above and beyond standard development requirements. The District maintains that standard Development Agreement requirements be made.

1. Quimby parkland requirements. Per El Dorado County Subdivision Ordinance (SO) 120.12.090 B and per District Policy 6110 – Parkland Dedication and Development Standards.
 - a. Parkland shall not be determined by the Development Agreement until such time as District staff has been presented with sufficient information to evaluate the property and to ensure that it is acceptable. Sufficient information includes topographic, cultural, and wetland maps; Phase I environmental assessment; and preliminary assessment engineer analyses. All other requirements within Policy 6110 must also be met (see attached).

- b. Credit for parkland will be reduced for all non-usable land, such as for utility, road or pathway easements and, wetlands.
2. A maintenance funding mechanism must be formed, at the expense of the Developer, for continued maintenance of parkland within the project, and must be formed prior to the first permit issuance. Such funding mechanism may be in the form of a lighting and landscaping assessment district, community facilities district, or similar that is approved of by the District (see District Policy 6110.120 and 6120.1).
3. Minimum desirable park size is normally three (3) acres for the purposes of economical maintenance and procuring adequate land for the development of multi-purpose fields (Policy 6110.60 A).
4. All proposed parkland, or other lands for dedication, shall be grant deeded to the District upon filing of the first phase of the final map regardless of the phase in which the park site(s) are located (Policy 6110.80). In the event that the District approve development of a turnkey park, a park impact fee credit may be utilized, as per Policy 6200 and as defined within a parkland dedication agreement.
5. All parkland or other lands to be dedicated to the District shall be free and clear of liens, leases, easements, encumbrances and use restrictions including any unrecorded encumbrances such as per acre assessment fees against the land for the availability of roads, bridges, water and sewer services (Policy 6110.90).
6. Delivery to the proposed park site of an adequate supply of potable water and sewer and/or electrical service, where applicable, shall be guaranteed by subdivider/developer and stubbed out. Alternate domestic water sources must be adequate to satisfy supply and demand for the proposed land use (6110.60 I).
7. Drainage courses, or dedications near or adjacent to hazardous or noxious material's sites are not acceptable. Flood plains are generally not accepted, unless the site's potential risk's are fully mitigated at the subdivider's risk and expense (611060 J).

Again, in the event this project moves forward, the District appreciates the opportunity to participate in the creation of the DA in support of the residents of El Dorado Hills. Please contact me at 916-933-6624 or via email at kloewen@edhcsd.org if you have any questions or concerns about the conditions specified above.

SECTION 3. - OBLIGATIONS OF THE PARTIES

3.1. Property Development. The Property shall be developed in accordance with the Project Approvals described in Section 2.1.

3.2. Developer Obligations Conferring County-Wide Benefit. The following obligations of Developer are provided as consideration for County entering into this Agreement and are considered county-wide benefits.

3.2.1. Dedication of Country Club Drive Right-of-Way. Notwithstanding the County having included within its current TIM Fee Program budget approximately 3.4 Million Dollars (\$3,400,000.00) for acquisition of Country Club Drive Right-of-Way between Silva Valley Parkway and El Dorado Hills Blvd, Developer will dedicate to County in lieu of condemnation and with no compensation to developer, those segments of right-of-way owned and/or controlled by Developer in order to minimize cost to County. Dedication of the portion of right-of-way located within the Project shall occur upon completion of the roadway improvements and acceptance by the County, or on such other schedule as mutually agreed by County and Developer. Dedication of the portion of off-site right-of-way through the adjacent Serrano Project shall occur on or prior to the date upon which construction of Phase I of Country Club Drive is completed and accepted by the County, unless otherwise mutually agreed by and between the County and Developer. The parties acknowledge that the precise alignment for the off-site portion of Country Club Drive may change upon completion of final design and engineering. Accordingly, if the final alignment has not been determined at the time Developer is required to dedicate the off-site right-of-way through the adjacent Serrano Project, Developer's offer of dedication shall be based on the conceptual alignment as shown on Exhibit __ hereto. At such time as the County accepts the offer of dedication, the resolution accepting the offer of dedication will contain the final description of the right-of-way area. Any excess right-of-way not necessary for Country Club Drive shall be vacated in accordance with California Government Code section 7050. The negotiated dedication obligation set forth herein is in lieu of condemnation, as County has communicated the necessity and intention to acquire the Country Club Drive segment through condemnation, if necessary, to facilitate construction as contemplated by County's Capital Improvement Program.

3.2.2. Construction of Country Club Drive.

Commented [DA1]: Language still being negotiated.

3.2.3 Off-site Right-of-Way. A number of off-site improvements for the Project, including but not limited to portions of Country Club Drive, will require the acquisition of rights-of-way not owned by Developer. Developer has had preliminary conversations with adjacent owners to acquire the necessary right-of-way and will continue to use its good faith, reasonable efforts to acquire the necessary right-of-way. However, if Developer is unable to acquire the necessary right-of-way through good faith negotiation at or near the appraised value of the interests being acquired, the County agrees that it will commence proceedings to authorize it to exercise its power of eminent domain to acquire the needed property rights. The County's agreement to commence proceedings to utilize the eminent domain process is a reflection of the importance of the Country Club Drive Improvements to the County's overall circulation and

CIP and is not intended as a means to aid the Project as a private undertaking. Should Developer require the County's intervention to acquire the necessary right-of-way, the Parties shall enter into a separate agreement for the funding and reimbursement of any acquisition costs.

3.2.4. Community Benefit Fee. Developer agrees that a fee shall be collected by the County at the time of the issuance of each residential building permit within the Project ("Community Benefit Fee"), as set forth in this paragraph. The County may use these funds for any purpose benefiting the community, as determined in the sole discretion of the Board of Supervisors. However, it is the desire of Developer that the Community Benefit Fee be utilized by the County in conjunction with the CSD to provide recreational, senior facilities, or other facilities for the benefit of the community in conjunction with the regional park on Bass Lake, the County 41 acres on Bass Lake, the 15-acre park in the CEDHSP and/or the 11-acre Civic/Limited Commercial facility in the CEDHSP. The Community Benefit Fee shall be collected upon building permit issuance in the amount of Six Thousand Dollars (\$6,000.00) per dwelling unit. This one-time fee shall apply only to the first building permit and shall not apply to remodels or secondary units on a single parcel.

Commented [KL2]: Allan commented on this – that the funds should be required to remain in EDH in some capacity.

Commented [KL3R2]: To be used for construction and maintenance of trails, parks, and senior centers in the EDH community. Funds will be endowed if not expended in any fiscal year.

3.2.5. Payment of Property Transfer Fee. Developer agrees to the establishment of a voluntary Property Transfer Fee to be imposed upon all future sales of property within the Project. The Property Transfer Fee shall be payable to the County, it shall be collected at close of escrow for each sale, and it shall be calculated at a rate of one-quarter percent (0.25%) of the sales price of the Property in question. (For example, a sale of a home for \$400,000.00 would generate a Property Transfer Fee of \$1,000.00; $\$400,000.00 \times .0025 = \$1,000.00$.) The Property Transfer Fee shall be used for the ongoing maintenance of the properties referred to in paragraph 3.2.4 if they exist and, if not, shall be used by the County for other services that benefit the community.

Commented [KL4]: Same as 3.2.4 comment

Commented [KL5R4]: To be used for construction and maintenance of trails, parks, and senior centers in the EDH community. Funds will be endowed if not expended in any fiscal year.

County and Developer shall jointly prepare and record with the Office of the County Recorder prior to the first property sale to an individual homebuyer a Memorandum of Agreement to Pay Property Transfer Fee in form and content mutually satisfactory to the parties and in a form which does not conflict with federal regulations, nor result in any impairment of prospective purchasers' ability to secure federally-insured purchase financing. The Property Transfer Fee shall not apply to the initial sale of property to merchant builders, nor to the purchase of a home from the merchant builder, but shall apply to all subsequent purchasers. Similarly, the Transfer Fee shall not apply to the initial sale of large lot multi-family or Limited Commercial properties, but shall apply to all subsequent sales of those properties.

3.2.6 Dedication to CSD of Parkland in Excess of Obligation. Developer hereby commits to provide to EDHCSD and the community, in full satisfaction of any and all Quimby parkland dedication obligations, 16.3 acres of parkland, comprised of 15.3 acres of dedicated, active, Community Park and a privately owned and maintained 1-acre neighborhood park. Based upon the EDHCSD's Quimby Ordinance, and assuming full build-out of the potential 1,000 Project dwelling units, the maximum required acreage would be 13.3 acres. Developer anticipates that actual buildout will result in fewer than seven hundred fifty (750) units, which results in 11.58 acres of required parkland. Notwithstanding the significant excess parkland included within the Project, Developer shall dedicate the entire 15.3 acres of Community Park to EDHCSD, so long as the approved Project includes a minimum of 700 units. If the approved

Commented [KL6]: Review and acceptance of land: 1. Meet CSD policy(ies) for parkland dedication/acceptance, 2. Be approved by CSD, 3. The neighborhood park was previously identified as more of a village entrance, not a park, as such it would not be creditable to Quimby and was not desired by CSD.

Commented [KL7]: CSD would not credit for wetland, easements to other entities other than agreed-upon utilities, the creek, or other mitigation lands.

Commented [KL8R7]: No Quimby credit for land utilized for the pedestrian crossing

Project contains less than 700 units, the required dedication acreage shall be adjusted downward to meet Quimby Act requirements. Construction and dedication timing shall be as set forth in Section 3.2.9 and Exhibit __ attached hereto, subject to Developer and EDHCSD reaching agreement upon park design and phasing. In the event Developer and EDHCSD fail to reach such agreement, Developer shall be required to pay applicable EDHCSD park impact fees (exclusive of any portion of the fee attributable to open space, which Developer has satisfied in kind), and Developer shall be required to dedicate the entire park parcel on or before the issuance of the one hundredth (100th) building permit within the Project. The Community Park design shall accommodate the planned pedestrian overcrossing and related trail connections. Developer will commence construction of the 1-acre park prior to issuance of the fiftieth (50th) building permit within the Project and north of Serrano Parkway.

3.2.7 Dedication to County of 11-Acre Civic/Limited Commercial Parcel. In addition to the parkland dedications described above in excess of Developer's parkland dedication obligations, Developer shall also offer to dedicate to County the 11-acre parcel zoned Civic/Limited Commercial and located immediately north of Wilson Boulevard and immediately east of El Dorado Hills Blvd. County must request this dedication within two (2) years from and after the Effective Date of this Agreement and Developer shall dedicate within sixty (60) days of such request. Through this offer, Developer intends to provide an opportunity for the CSD, County or other public entity to develop a public facility or recreational amenity on this 11-acre parcel situated between two existing public facilities. This dedication shall be made subject to the County holding the property in trust for the benefit of the community with its first obligation to offer it to the EDHCSD in the event that the EDHCSD is prepared to utilize the property in a way acceptable to the County. If, after five (5) years from County acquiring the property, the CSD has made no proposal acceptable to County, the County shall be free to retain the property for itself, or to offer the Property to any public agency for the benefit of the community. The grant deed conveying the Civic/Limited Commercial property shall contain a reversionary interest retained by Developer, which shall provide that in the event that the CSD, the County, or another public agency selected by County, has not commenced construction of a park project, senior citizens center, or similar public facility within ten (10) years after acceptance of dedication, the Civic/Limited Commercial property shall, at the option of Developer, revert to Developer. The form of Grant Deed is attached as Exhibit __.

3.2.8 Developer to Provide Publicly-Accessible/Private Maintained Open Space and Approximately 7,800 Linear Feet of Bicycle/Pedestrian Trails. Developer has included within the Project significant open space land which is in excess of the County General Plan requirement of thirty percent (30%). Additionally, Developer hereby commits to install approximately 7,800 linear feet of pedestrian and bicycle trails within the open space areas east of El Dorado Hills Blvd., as conceptually depicted in the Specific Plan, including the relocation to east of the creek of the existing pedestrian path along the eastern edge of El Dorado Hills Blvd. Developer shall establish an owners association to regulate the use of and maintain both the open space areas (trash collection, fire prevention, etc.) and to maintain and repair the trail systems. Developer may elect to establish separate homeowner's associations for the Project areas east and west of El Dorado Hills Blvd., respectively. Notwithstanding these private maintenance mechanisms, the trails shall be accessible to the public. Developer shall record an open space and/or trails easement to ensure the open space areas are preserved in perpetuity, remain publicly accessible, where feasible, and provide the Developer and successors with

Commented [KL9]: Most developers would've already worked out a draft agreement with the CSD on this, otherwise, it sets up problems for all parties later on. This should be a prerequisite to taking this to your Board.

Commented [KL10]: 1. They have to pay the fee regardless - this sentence carries on from the previous language about park delivery timing, but the fee is a separate matter unless a fee credit is agreed to.
2. Odd, why remove the open space element. This will make accounting on Fees more difficult. Just make them pay the same fee as all other projects.

Commented [KL11]: Request this to be dedicated without any conditions - no reversionary or use restriction clauses. Just a straight up dedication.

Commented [KL12]: No turnkey park; dedicate land at final map. Park to be developed by CSD.

Commented [KL13]: County and CSD should discuss this more. Footprint lost of park; setbacks, maintenance; agreeableness by CSD.

Commented [KL14]: Reiterating that the previous design was an entrance, not a park. As such, this should be developer/HOA issue/burden and not the CSDs. That is, unless something has changed. 1 acre is a parklet - not much of a park for useful purposes.

Commented [KL15]: Not sure why you'd mingle this with parkland when it is clearly identified as a civic/commercial property. Does the County want to see the District's prelim designs for a park so that you get an understanding of the constraints and costs?

Commented [KL16]: County should reject this reversionary clause. CSD wouldn't accept another reversionary property from Developer.

Commented [KL17]: Should require approval of any OSMP or Trail Plan by County and/or CSD. Should require review and approval of CC&Rs

indemnity against liability, in the form attached as Exhibit ___ hereto, when the open space areas are finally defined by development of the adjacent development areas, which will likely occur late in the Project's development.

3.2.9 Developer to Construct 15.3-Acre Community Park and 1-Acre Neighborhood Park and Form a Funding Mechanism for Maintenance. Provided that Developer and EDHCS D can reach agreement upon a park design and phasing plan within one (1) year from and after approval of this Agreement, as provided for in Section 3.9 hereinafter, Developer shall construct the Community Park in accordance with an agreed upon Community Park Phasing Schedule. Developer's financial obligation shall be capped at an amount equal to the total park development impact fees that would otherwise be generated by the Project. Developer shall be entitled to one hundred percent (100%) credits against EDHCS D Park Impact Fees, for the full amount of design, management and construction costs incurred, until such time as the (1) the park has been completed by Developer and accepted by EDHCS D, or (2) Developer has exhausted all credits available to Developer. Developer shall construct the 1-acre neighborhood park, at its sole expense, prior to issuance of the one hundred fiftieth (150th) building permit within the Project and north of Serrano Parkway. Developer shall establish an owners association which shall be responsible for maintenance of the neighborhood park. The Community Park shall be maintained by the EDHCS D, through a Landscape and Lighting Assessment District ("LLAD") to be established for the Project prior to issuance of the first certificate of occupancy within the Project. The LLAD shall impose upon the Project the Project's fair share of maintenance costs, as reasonably determined by either (1) agreement between Developer and EDHCS D consistent with other Community Park LLADs, or (2) in the event the parties are unable to agree, based upon the updated Fiscal Impact Analysis required by Section 3.9 hereinafter.

Commented [KL18]: Not agreeable to this unless the FDA specifies approval of design(er), contractors, PM/CM, etc. The aforementioned contingent FDA may cover this.

Commented [KL19]: Not agreeable. Would be better to require project conditioning to be part of District-wide CFD for maintenance. It's looking like Saratoga will be the first project to kick this CFD off. LLADs are becoming much harder to manage and are being litigated more so than these CFDs. This is an important requirement.

3.2.10 Developer Contribution to Pedestrian Overcrossing. Not later than the date of issuance of the one hundred fiftieth (150th) residential building permit within the Project, Developer shall make a contribution to the County to be utilized for the environmental review and necessary state or federal permitting of the pedestrian overcrossing. The amount of the contribution shall be the lesser of actual costs expended by County on required environmental review and permitting or Five Hundred Thousand Dollars (\$500,000.00). The Developer contribution shall be made prior to, and as a condition of, the issuance of the seventy-fifth (75th) building permit within the Project. In the event County has not completed its environmental review and permitting efforts by that point, County may request, and Developer shall deposit, the entire Five Hundred Thousand Dollars (\$500,000.00) which County shall utilize in connection with its ongoing permitting efforts, until done. County will provide quarterly financial updates to Developer, documenting the amounts on deposit. County shall refund to Developer any unused amounts upon securing the necessary environmental approvals and/or permits.

3.3. TIM Fee Credits/ Reimbursements. With respect to the Country Club Drive Improvements and any other offsite roadway improvements undertaken by Developer that are included in the County's TIM Fee Program, the Parties will enter into a credit and/or reimbursement agreement for such improvements consistent with the terms of this Agreement.

3.3.1 Calculating Credits and Reimbursements. The “Country Club Drive Improvements Costs” include actual construction costs, offsite right-of-way costs (but no on-site right-of-way costs, nor costs for Serrano project right-of-way), design, engineering, environmental permitting and mitigation, construction management and other costs typically funded by the TIM Fee Program. The Developer shall receive credits against the local improvement portion, less the Silva Valley Interchange set aside amount (if any) of the TIM Fees payable at the time of issuance of building permits, up to the total amount of the Country Club Drive Improvement Costs incurred for both Phases of Country Club Drive. To the extent that the Country Club Drive Improvement Costs exceed the amount of credits that can be used against the local portion of TIM Fees for the Project, Developer shall have the right either to assign remaining credits to other development projects within the TIM Fee Zone 8 or elect to have the remaining balance reimbursed to Developer through TIM Fee revenues or a combination of both credits and reimbursements.

3.4. Timing of Development. The Parties acknowledge that Developer cannot at this time predict when or the rate at which phases of the Property will be developed. Such decisions depend upon numerous factors which are not within the control of Developer, such as the timing of construction of the roadway improvements, market orientation and demand, interest rates, absorption, competition and other similar factors. Since the California Supreme Court held in *Pardee Construction Co. v. City of Camarillo* (1984) 37 Cal.3d 465, that the failure of the parties therein to provide for the timing of development resulted in a later adopted initiative restricting the timing of development to prevail over such parties' agreement, it is the parties' intent to cure that deficiency by acknowledging and providing that Developer shall have the right to develop the Property in such order and at such rate and at such times as Developer deems appropriate within the exercise of its subjective business judgment, subject only to any timing or phasing requirements set forth in this Agreement with respect to roadway improvements.

3.5. Connection to Public Improvements. County shall cooperate with Developer to connect, through the issuance of appropriate encroachment permits or cooperation with other agencies providing services, any improvements constructed as part of the Project to existing or newly constructed public improvements, provided the costs of such connections are borne by Developer.

3.6. County Cooperation and Processing. County, through its officers, agents and employees, shall exert good faith efforts and cooperate with Developer and support the Project as necessary: (a) to issue approvals of improvement plans, encroachment permits, tentative maps which are consistent with the CEDHSP, final maps and other ministerial approvals in a timely manner, to form the necessary Community Facilities Districts contemplated hereby, and (b) to obtain other permits or approvals required from other government agencies to effectuate the development of the Property. In particular, County agrees to expedite its review and processing of the Country Club Drive improvements to facilitate the parties' mutual desire to achieve the benefits of the improvements as soon as practically possible. For purposes of this Agreement, approvals for tentative maps, development plan review, use permits, etc., shall be timely if acted upon within six (6) months of submittal of a completed application. Specific Plan Amendments shall be deemed timely if acted upon within nine (9) months of submittal of a completed application.

3.6.1 Wetland Permitting. At the request of Developer, County agrees to submit, as the applicant, any applications for wetlands permits necessary for the construction of the road

improvements offsite of the Project property, specifically including, without limitation, the Country Club Drive Improvements.

3.7. Public Financing. County agrees to cooperate with Developer in the formation and implementation of public financing districts or areas of benefit, such as, a Community Facilities District or Statewide Community Infrastructure Program districts, as provided in the CEDHSP Financing Plan, as may be amended. County and Developer acknowledge and agree that facilities eligible to be financed through the CFD shall include, without limitation, portions of Country Club Drive, portions of the Community Park, portions of the trails, wetlands and open space amenities, a recycled water line for EID, if necessary, a sewer line upgrade and, potentially, a portion of the pedestrian overcrossing environmental review and permitting costs, EID fees and any and all development impact fees applicable to the Project. County and Developer shall use their best efforts to cause to be formed any such financing district(s) provided that such formation is consistent with the criteria set forth in the CEDHSP Financing Plan and applicable County ordinances or adopted policies regulating such matters. County agrees that any credits or reimbursements owed to Developer shall not be affected or reduced because improvements for which credits or reimbursements are due were financed with any special taxes or bond proceeds.

3.8. Funding and Construction of Public Improvements. Nothing in this Agreement shall be construed as obligating the County to fund, design or construct any specific projects or improvements at any specific time. The County shall not be obligated to expend monies from its general fund or from any source not identified in this Agreement to design or construct any improvements necessary for the development of the Property.

3.9 Protection Against Negative Fiscal Impacts. Consistent with County policy, the Developer has provided to County a Fiscal Impact Analysis ("FIA") dated _____, 2017, and prepared by Economic and Planning Systems ("EPS"). This FIA was based upon project build-out at maximum density. The FIA determined that the proposed project would have a net neutral fiscal impact upon the El Dorado Hills County Water District and the El Dorado Hills Community Services District and a net negative fiscal impact upon the County General Fund and County Road Fund. Developer and County shall form a community facilities district ("CFD") or other mutually acceptable financing mechanism to generate annual revenues to the County sufficient to eliminate the identified negative fiscal impact to both the County General Fund and the County Road Fund. To ensure that the most current and accurate information reflecting actual project build-out expectations are utilized in calculating fiscal impacts, Developer shall cause EPS (or other consultants acceptable to County) to prepare an updated FIA not later than submittal of the first small lot tentative map for the Project, which FIA shall reflect then anticipated densities, then projected assessed values, and the then current County fiscal year budget. The negative annual fiscal impact, if any, shall be determined based upon the updated FIA utilizing the same methodology previously utilized by EPS. Any negative fiscal impact identified therein shall be mitigated through an annual payment in the then identified amount made through the CFD to the County General Fund and County Road Fund, respectively. County and Developer shall cooperate, utilizing best efforts, to form the CFD prior to, and as a condition to, recordation of the first small lot final map for the Project. The updated Fiscal Impact Analysis may include, in the event Developer and EDHCSD are not otherwise able to reach agreement pursuant to Section 3.2.9 hereinabove, an analysis of the Project's fair share maintenance obligation for the Community Park which shall be funded through a Project-wide LLAD.

3.10 County to Conduct a Good Faith Review of Development Fee Impacts Upon Affordability of Housing Types. Developer anticipates that build-out of the Project at maximum density is unlikely, largely due to a development impact fee structure which renders small lot, detached single family and attached multi-family products economically challenged. In particular, impact fees not imposed upon a square foot basis, lot size and/or which do not provide for significantly reduced fees for attached or detached medium or high density products create financial disincentives to development of these products. While Developer has incorporated within the Project an opportunity for a range of densities, without modification to the fee structure (particularly the EID and TIM Fees) it is likely that the full range of densities and product types may not materialize. County hereby commits to review, within one (1) year of execution hereof, the various development impact fee structures to determine if modifications can be made to more fully accommodate or encourage development of a range of housing types.

3.11 Contribution to County's Affordable Housing Trust Fund. The Project shall be subject to a Five Hundred Dollar (\$500.00) per unit contribution to the County's Affordable Housing Trust Fund program, payable in connection with issuance of each building permit within the Project.

3.12 Contribution to County's Intelligent Transportation System Project. . The proposed Project shall pay its fair share of the El Dorado Hills Intelligent Transportation System project ("ITS project"). The ITS project limits and study area, including intersections, are shown in Exhibit _____. The roadway facilities proposed for the El Dorado Hills ITS project include El Dorado Hills Boulevard/Latrobe Road from Serrano Parkway to Golden Foothill Parkway and White Rock Road from Four Seasons Drive to Clarksville Crossing. The total estimated cost is \$5,200,000.

With the first small lot tentative map, the Project proponent shall submit a transportation analysis documenting the Project fair share of fee towards the El Dorado Hills ITS project. The fair share fee shall be calculated based on the Project's proportional share of traffic using the study roadway facilities under cumulative conditions and imposed as a per building permit fee basis.

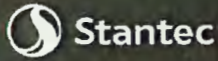
The County shall use its best efforts to require other projects to pay their fair share, using the methodology outlined above. The proceeds paid for the El Dorado Hills ITS project shall be kept in an account dedicated for the El Dorado Hills ITS project. In the event that the El Dorado Hills ITS project is not constructed or only partially constructed, the proceeds collected shall be returned to the Developer.

3.13 Density Limitation. Notwithstanding any provision contained within the Specific Plan or this Agreement pertaining to density or density transfers, the maximum permitted density within any portion of the Project shall not exceed fourteen (14) units per gross acre, except for age-restricted, multifamily projects and care facilities which shall be permitted at up to twenty-four (24) units per acre.

3.14. Changes in State or Federal Law. In the event of changes in County law, based on changes to state or federal law, prevent or preclude, or render substantially more expensive or time consuming, compliance with one or more provisions of this Agreement, County and Developer shall meet and confer in good faith in order to determine whether such provisions of this

Agreement shall be modified or suspended, or performance thereof delayed, as may be necessary to comply with such changes in the law. County shall reasonably cooperate with Developer, at Developer's expense, in Developer's effort to obtain any permits, approvals, or entitlements that may be required as a result of modifications or suspensions made pursuant to this Section. Nothing in this Agreement shall preclude County or Developer from contesting by any available means (including administrative or judicial proceedings) the applicability to the Project of any such changes in the law. If changes in the law preclude or substantially prevent or preclude, or render substantially more expensive or time consuming, performance of this Agreement in a manner that makes the Project economically infeasible, Developer, in its sole and absolute discretion, may terminate this Agreement by providing written notice thereof to County.

3.15. Estoppel Certificate. Developer or its lender may, at any time, and from time to time, deliver written notice to County requesting County to certify in writing that: (a) this Agreement is in full force and effect; (b) this Agreement has not been amended or modified or, if so amended or modified, identifying the amendments or modifications; and (c) Developer is not in default of the performance of its obligations, or if in default, to describe there the nature and extent of any such defaults. Developer shall pay, within thirty (30) days following receipt of County's invoice, the actual costs borne by County in connection with its review of the proposed estoppel certificate, including the costs expended by the County Counsel's Office in connection therewith. The Director of Planning and Building Department shall be authorized to execute any certificate requested by Developer hereunder. The form of estoppel certificate shall be in a form reasonably acceptable to the County Counsel. The Director of Planning and Building Department shall execute and return such certificate within thirty (30) days following Developer's request therefor. Developer and County acknowledge that a certificate hereunder may be relied upon by tenants, transferees, investors, partners, bond counsel, underwriters, bond holders, and mortgagees. The request shall clearly indicate that failure of County to respond within the thirty (30)-day period will lead to a second and final request. Failure to respond to the second and final request within twenty (20) days of receipt thereof shall be deemed approval of the estoppel certificate.



El Dorado Hills - Serrano Village Park
El Dorado Hills, CA
Preliminary Conceptual Design Probable Construction Costs

April 18, 2019

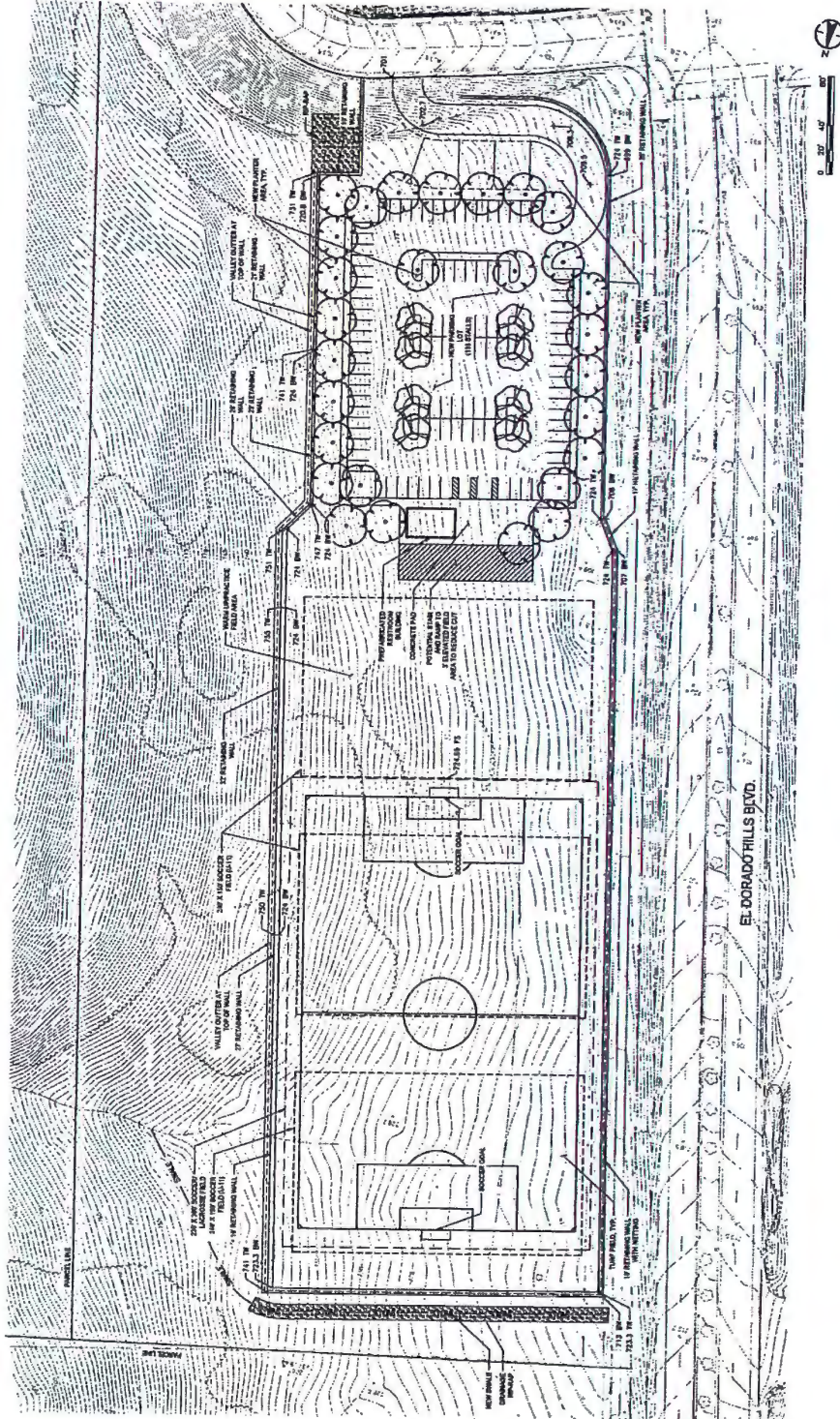
Description	Quantity	Unit	Unit Price	Cost	Total
Site Preparation					\$1,025,000
Site grading and drainage	1	ls	\$1,000,000.00	\$1,000,000.00	
Tree mitigation	1	ls	\$25,000.00	\$25,000.00	
Utilities					\$759,000
3 Phase Power	1	ls	\$85,000.00	\$85,000.00	
Field lighting (Musco)	1	ls	\$425,000.00	\$425,000.00	
Storm and sewer utilities	1	ls	\$150,000.00	\$150,000.00	
Site lighting	18	ls	\$5,500.00	\$99,000.00	
Hardscape and Site Amenities					\$3,239,400
Retaining walls	51,760	sf	\$30.00	\$1,552,800.00	
Guardrail for walls	500	lf	\$65.00	\$32,500.00	
Field netting and posts	1,000	lf	\$48.00	\$48,000.00	
Pedestrian concrete paving	7,300	sf	\$7.00	\$51,100.00	
Field and pad	170,000	sf	\$6.00	\$1,020,000.00	
Concrete valley gutter	1,000	lf	\$50.00	\$50,000.00	
Prefabricated restroom building	1	ls	\$185,000.00	\$185,000.00	
Parking lot (114 stalls + 4 ADA stalls)	47,500	sf	\$6.00	\$285,000.00	
Soccer goals	1	ls	\$15,000.00	\$15,000.00	
Landscaping and Irrigation					\$80,000
Landscaping and irrigation	1	ls	\$80,000.00	\$80,000.00	
Construction Subtotal					\$5,103,400
Project mobilization/bonding @ 5% of subtotal					\$255,170
Contingency @ 20% of subtotal					\$1,020,680
Construction Base Bid Total					\$6,379,250

*SITE GRADING AND WALL COSTS CAN BE REFINED UPON MORE DETAILED GRADING CALCULATIONS, EXPORT CALCULATIONS, AND GEOTECHNICAL EXPLORATORY WORK

NOTES: 1. IT IS RECOGNIZED THAT STANTEC HAS NO CONTROL OVER THE COSTS OF MATERIALS, EQUIPMENT, LABOR, OR THE CONTRACTOR'S METHOD OF DETERMINING BID PRICES. PRICES WILL VARY FROM ANY OPINION OF PROBABLE CONSTRUCTION COSTS.

PROPOSED PARK AMENITIES

- Lighted Soccer Fields
 - One 230' X 260' Soccer/ Lacrosse Field
 - Three 240' X 150' Soccer Fields (U-11)
- Warm up/ Practice Field Area
- Restroom Building
- Parking Lot
- Accent Planting
- Shade Trees



El Dorado Hills
COMMUNITY SERVICES DISTRICT



SERRANO VILLAGE PARK
PRELIMINARY DESIGN
El Dorado Hills, CA
April 2019

12/12/2019

Edcgov.us Mail - Fwd: Old EDH Golf Course



(Distributed at hearing)

PC 12-12-19
Item #3

Planning Department <planning@edcgov.us>

Fwd: Old EDH Golf Course

1 message

The **BOSONE** <bosone@edcgov.us>
To: Planning Department <planning@edcgov.us>

Thu, Dec 12, 2019 at 8:47 AM

Kind Regards,

Cindy Munt

Assistant to Supervisor John Hidahl, District 1
Board of Supervisors, County of El Dorado
Phone: (530) 621-5650
CLICK HERE to follow Supervisor Hidahl on Facebook
CLICK HERE to visit Supervisor Hidahl's web page

----- Forwarded message -----

From: **Susan Thomas** <susanthomas4400@gmail.com>
Date: Thu, Dec 12, 2019 at 6:31 AM
Subject: Old EDH Golf Course
To: <bosone@edcgov.us>, <bostwo@edcgov.us>, <bosthree@edcgov.us>, <bosfour@edcgov.us>

Supervisors:

PLEASE do not allow further development of the Old EDH Golf Course. EDH has become congested enough these last few years, and roadways in the immediate area of the old golf course are not adequate for any additional housing! In fact, the traffic congestion that will be created with additional housing allowed here will be a safety hazard. Any supervisor who votes to allow housing here will NOT get my vote the next time they are up for reelection.

Susan Thomas, Homeowner
El Dorado Hills, CA

(Distributed at hearing)

PC 12/12/19
#3 1

EDH NOW!

Purpose: Preserve the unique character and signature environment of El Dorado Hills

Background: After languishing for years, a Central El Dorado Hills Specific Plan was suddenly released for review in November 2019, with a quick approval scheduled about a month later. The plan is an apparent scheme by the Parker Development company to add hundreds of new residences on relatively small acreage in El Dorado Hills, utilizing the closed golf course and some completely unrelated and non-contiguous property across from the archery range on El Dorado Hills Blvd. *The net effect will be the destruction of the central portion of El Dorado Hills as we know it, with no benefit to current residents.*

Subject: Points for Talking and Writing about the Central El Dorado Hills Specific Plan

- If this plan is approved, *the welcoming central zone of El Dorado Hills will be obliterated*, with a barrage of apartments and houses replacing the openness and pleasant surroundings of El Dorado Hills' entry and central area. Central EDH will look like Folsom/Rancho Cordova. *The Stakes Are Very High!*
- Many of the new proposed residences are located on the old golf course, which had been *promised and zoned for recreational use* and open space. In a 2015 vote, *91% voted to keep this land open*. The *community overwhelmingly opposes this development*.
- A *colossal increase in traffic* at the main freeway interchange and on the primary arterial road for the community will occur with this plan. With the number of new residences proposed, there will be up to 2000 additional cars competing for space on already clogged roads, routinely creating LA and Bay Area-like traffic.
- There is no benefit to the community. The only benefit is to the developers. The project's own fiscal analysis foresees that *the county will lose money every year*, totaling *many millions of dollars*. This deficit will ultimately be *made up by taxpayers*.
- *What's the rush?* This hurried effort seems to be a blatant attempt to avoid public scrutiny. The ability of El Dorado Hills to retain its distinctive mixed urban/rural character hangs in the balance. If approved, this project will permanently and negatively change the quality of life in the community.
- The abrupt hearing schedule for this plan, with possible approval during and just after the holidays, allows *insufficient time* for concerned community members to read, understand, and comment on thousands of pages comprising an incredibly complicated plan.
- The plan's *technical studies are out-of-date*, in many cases about ten years old. The EDH of today has grown substantially and is very different than it was when the technical studies were undertaken. These studies should be re-done by an independent third party and should reflect actual current traffic impacts, etc.

- Combining the “Serrano Westside” old golf course area and the “Pedregal” area is improper and makes no sense, unless the purpose is confusion. The two projects have been thrown together even though the only common thread is that they both create traffic problems for EDH Boulevard, and they are owned by the same individual.
- Serrano Westside and Pedregal need to be considered separately for a number of reasons:
 - a. The properties have nothing in common in terms of setting, hydrology, wildlife, proposed type of development, previous land use, and more. They are geographically distinct.
 - b. The tables in the plan do not segregate impacts by location, creating mass confusion. It is impossible to tell which project causes which impacts.
 - c. The Corps of Engineers divided the project into two parts, with separate permits for “Serrano Westside” and “Pedregal”, and are processing them separately. If the Corps is separating these two projects, so should the County.
 - d. The plan has many omissions. For example, there is no description of what happens to the large portion of Pedregal bordered by Gillette on the north, existing Ridgeview residences on the west, a housing development on the south, and apartments on the east. This is a large blank space, suggesting some hidden intent on the part of the developer. Maps of impacts need to be released to reviewers and the public.
- One major issue is the wetland impacts. The wetlands delineation and other biological studies were undertaken during the many years of drought. The rain of the last few years has dramatically changed the impact areas, with springs and seeps on the Pedregal side refreshed and many different wildlife species present. There are much more extensive wetlands impacts than what the project proponent has conveyed in their documents. The Corps of Engineers must be given all the facts about these wetlands, and not issue a permit since so much will be destroyed.
- There appears to be some odd and unexplained density transfers between the ridge above the archery range, an alleged asbestos site, and either/or the golf course or Pedregal sites that are not normal in development and likely not legal.
- It appears that promises made by Parker in the 1980s for protecting cultural and biological resources were not kept, with many design changes. The County and Corps of Engineers should review compliance measures undertaken by Parker for Serrano before issuing any new permits to this developer. If they did not comply in the past, why enable them to damage or destroy more resources.

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*Presented to The El Dorado County Planning Commission
on December 10, 2019 by Briana Finley - County MBA, GP
briana@finley-link.com.*