



# The County of El Dorado

Chief Administrative Office

330 Fair Lane  
Placerville, CA 95667-4197

Laura S. Gill  
Chief Administrative Officer

SENT TO BOARD MEMBERS  
FOR THEIR INFORMATION

Phone (530) 628-5530  
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4-9-08  
file 08-0027

APR -8 AM 11:22  
BOARD OF SUPERVISORS  
EL DORADO COUNTY

April 2, 2008

Mr. Kirk Bone  
Serrano Associates LLC  
4525 Serrano Parkway  
El Dorado Hills, CA 95762

RE: Serrano Village M-4-TM 05-1393 and Annual Review of Serrano's Good Faith Compliance

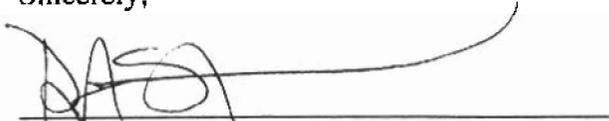
Dear Mr. Bone:

Pursuant to Section 5 (pages 26 & 27) of the Development Agreement between the County of El Dorado and El Dorado Hills Investors, dated January 19, 1989 (Attachment 1), and per the request of Supervisors Dupray (District One) and Supervisor Baumann, (District Two), see Attachment 2 – letter dated March 26, 2008 to me which you were copied on, I hereby request your assistance and cooperation in providing to me information that will enable the County Board of Supervisors (and Planning Commission if so directed by the Board) to conduct an annual review of Serrano's good faith compliance with the terms of the aforementioned Development Agreement (including the Public Improvements Financing Plan) for the El Dorado Hills Specific Plan. Furthermore, pursuant to the same Section 5 referenced above, I am required to inform you that any review may result in amendment or termination of the Development Agreement.

To assist the Board in conducting its review, I hereby request that you provide a summary of the annual reviews that have been conducted by County staff over the years and a timeline/chronology, with accompanying maps, exhibits, etc, that show the amendments, rezones, approved Tentative Subdivision Maps, Final Maps, Tentative Parcel Maps, Parcel

Maps, Improvements and other entitlements, etc, that have been granted since the adoption of the Development Agreement so that the board can understand and ascertain the changes over the last 19 years on lands under your control.

Sincerely,



David A. Storer AICP  
Acting Assistant Chief Administrative Officer

Attachment 1) Section 5, Development Agreement (page 25)  
2) Letter dated March 26, 2008 from Supervisors Dupray and Baumann to David A. Storer

cc: Board of Supervisors  
Laura Gill, Chief Administrative Officer  
Louis Green, County Counsel  
Paula Frantz, Deputy County Counsel  
Larry Appel, Assistant Planning Director  
Gina Hunter, Principal Planner

# Attachment 1

SECTION 5.

ANNUAL REVIEW

5.1. Annual Review. County shall, at least every twelve (12) months during the term of this Agreement, review the extent of good faith compliance by Developer with the terms of this Agreement. Such periodic review shall be limited in scope to compliance with the terms and conditions of this Agreement pursuant to California Government Code Section 65865.1. Notice of such annual review shall include the statement that any review may result in amendment or termination of this Development Agreement.

Upon not less than thirty (30) days written notice by the Community Development Director of County, Developer shall provide such information as may be reasonably requested by the Community Development Director and deemed by the Community Development Director to be required in order to ascertain compliance with this Agreement. County shall deposit in the mail to Developer a copy of all staff reports and, to the extent practical, related exhibits concerning contract performance at least ten (10) calendar days prior to any such periodic review. Developer shall be permitted an opportunity to be heard orally and/or in writing regarding its performance under this Agreement

before the County Board of Supervisors or, if the matter is referred to the County Planning Commission, before said Commission. If the County determines, based on substantial evidence, that Developer is in default following completion of the normal scheduled periodic review, written notice of proposed termination or modification of this Agreement shall be given, pursuant to applicable laws and regulations, specifying in said notice the alleged nature of the default, and suggested or potential actions and timing to cure said default where appropriate. Developer shall have not less than ninety (90) days to cure any alleged default determined pursuant to this Section. County shall have no duty to give notice of an annual review to anyone having an ownership interest in a portion of the project deemed complete by the County and released from the obligations of this Agreement. Formal rules of evidence shall not apply in such proceedings.

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BOOK 3108 PAGE 138

# Attachment 2

# County of El Dorado

## BOARD OF SUPERVISORS

RUSTY DUPRAY.....DISTRICT I  
HELEN K. BAUMANN.....DISTRICT II  
JAMES R. SWEENEY.....DISTRICT III  
RON BRIGGS.....DISTRICT IV  
NORMA SANTIAGO.....DISTRICT V  
  
CINDY KECK.....CLERK OF THE BOARD

330 FAIR LANE PLACERVILLE, CA 95667  
TELEPHONE (530) 621-5390  
FAX NO. (530) 622-3645



March 26, 2008

David A. Storer AICP  
Interim Assistant County Administrative Officer  
County of El Dorado  
330 Fair Lane  
Placerville, CA 95667

RE: Serrano Village M-4 -TM 05-1393

Dear Mr. Storer:

In January of this year at a regular meeting, the Board of Supervisors was asked to consider an application in the Serrano development to allow a rezone, subdivision and other entitlements related to the El Dorado Hills Specific Plan. At this meeting, we indicated that we had some concerns with the proposal; the rest of the Board appeared to concur. We have subsequently met with you and other staff members regarding those issues. To insure that the full Board has a better understanding of the various issues, please provide additional information pertaining to the El Dorado Hills Specific Plan that addresses the stated concerns, prior to the Board's consideration of the development request on April 1, 2008.

As you know, the twenty year term of the Development Agreement for the Specific Plan will terminate at the beginning of 2009. There was supposed to have been an annual review of the development agreement, each year for the last twenty years that was to have been instigated by the County to review the extent of good faith by the developer with the terms of the agreement. To our knowledge, and as you have confirmed, the County appears to have done this review at the staff level only sporadically and when done, not at the Planning Commission or Board of Supervisors level. Additionally, these reviews appear to have been done on a part of the Specific Plan area and not on the whole area within the Plan. At this important time in the life of the Development Agreement, we feel that it is necessary to have staff provide the Board with a thorough history, including a timeline, of the changes made to the Specific Plan since its adoption. This review by the Board of Supervisors (of the good faith efforts by the developers) is warranted at this time prior to any action on the pending application we hereby request that you contact the developers within the Specific Plan area to provide this information to you as Section 5 of the Development Agreement allows.

Sincerely,

  
RUSTY DUPRAY  
Supervisor, District One

  
HELEN K. BAUMANN  
Supervisor, District Two

RD: lf

cc: Kirk Bone, Serrano