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## **El Dorado Hills Area Planning Advisory Committee’s Central El Dorado Hills Specific Plan Subcommittee Findings Report**

General Plan Amendment A14-0003  
Specific Plan SP12-0002  
Rezone Z14-0005 Specific Plan Amendment SP86-0002-R  
Planned Development PD14-0004  
Tentative Subdivision Map TM14-1516  
Development Agreement DA14-0003

### **Subcommittee Chair: John Richard**

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### **EXECUTIVE SUMMARY and EDH APAC FINDING OF NON-SUPPORT**

On January 6, 2020, EDH APAC issued a finding of “non-support” for the Central El Dorado Hills Specific Plan (CEDHSP). This finding took considerable deliberation and the issuance of a report detailing the specific issues with which EDH APAC raised concerns, questions, and objections. At that time, EDH APAC

found that the CEDHSP did not provide adequate benefits to El Dorado Hills, or to El Dorado County, to merit a General Plan Amendment or to justify the rezone of the old Executive Golf Course property.

Subsequent to that finding, the CEDHSP has been revised. This report takes another look at the CEDHSP in its current format. Unfortunately, the CEDHSP proposal has changed only on the margins, the most meaningful of which are changes to the Development Agreement and potential alterations to the Country Club Drive extension. However, neither the Developer nor the County took the opportunity of the past two years to address meaningful and legitimate concerns expressed by EDH APAC and many members of the community. Rather, EDH APAC finds a revised Staff Report that largely dismisses public comments as not relevant to its analysis.

The fact remains that the CEDHSP is a discretionary project. As such, the Planning Commission and Board of Supervisors should question whether the benefits of the project outweigh its cost to the community. The loss of the open space and associated potential recreational facility uses of the former Executive Golf Course property is a significant cost to both El Dorado Hills specifically and the county generally. Further, this project will bring meaningful negative traffic impacts not just to its immediate area, but throughout El Dorado Hills.

Some have stated that community benefits afforded by the project, namely a 15.3 acre park and an 11 acre parcel that might be used for a senior center, are significant for El Dorado Hills. Through public comments to EDH APAC and the Planning Commission, the community has spoken loudly and in overwhelming fashion: these benefits are minor compared to the loss of potential uses for the golf course that are more compelling than high density apartments and medium density homes. The community has expressed, steadily and repeatedly, that a zoning-consistent development option is preferred. EDH APAC concurs.

From a more technical standpoint, EDH APAC finds many other areas of concern with respect to the CEDHSP. Perhaps the most significant concern is that the CEDHSP is clearly inconsistent with many parts of the El Dorado County General Plan, yet such inconsistencies are dismissed by the Staff Report and the project documents. Another meaningful area of concern is The Development Agreement itself. The guiding document for buildout of the CEDHSP has innumerable flaws—so many that EDH APAC finds it negligent to forward to the Planning Commission and Board of Supervisors in its current state. There is also the question of the removal of Village D1, Lots C and D, from the 1988 El Dorado Hill Specific Plan without any analysis as to impacts, mitigation, or legality of doing so. Such action negatively impacts the Serrano Owners Association, yet that fact is not addressed by the county.

EDH APAC details these concerns, and numerous other issues, in this report. In many areas of concern, EDH APAC questions whether the Planning Commission and Board of Supervisors are provided adequate analysis to (1) fully understand what is proposed by the CEDHSP, and (2) understand the impacts of such a project. For example, it might surprise some Commissioners and Supervisors to know that the majority of the CEDHSP is zoned for apartments—530 of the 1000 proposed units. The bulk of these units are slated for the old Executive Golf Course. Or that the feasible build out of the project area, as-zoned, is not 759 units but 312 units. Thus, the CEDHSP increases developable units by 688 and not the more reasonable 259 as indicated in the Staff Report and elsewhere. In total, the CEDHSP documents do not paint a clear picture for the decision makers of our county.

One final point: the Developer has repeatedly stated it envisions zoning-consistent uses that will work on the old Executive Golf Course property and would likely pursue those should the CEDHSP fail to gain approval. However, the Developer has not disclosed, in any detail, the nature of such uses. The relevant [zoning-ordinance](#) provides for many recreational options, all of which appear to benefit the community more than the proposed CEDHSP. EDH APAC suggests that the Planning Commission and Board of Supervisors deliberate only what is before them: the CEDHSP plan. Should it be denied approval, then the Developer will have every option to propose a zoning-consistent use. The community deserves this opportunity and EDH APAC looks forward to reviewing such a plan.

Generally, EDH APAC issues findings of “support,” “conditional support” subject to project modifications, or “non-support.” EDH APAC would like to find areas of support or contingent support to put forth, but the fact is that the CEDHSP is essentially the same project as proposed 10 years ago. The Developer and county staff have had a decade to make changes and find compromises that address the concerns of the community. They have chosen, instead, to ignore virtually all public comment and move forward with a plan that clearly enriches the Developer, provides some benefit to the County, and provides little-to-no benefit to the local community.

Therefore, EDH APAC continues its finding of NON-SUPPORT for the CEDHSP.

## 1. DISCRETIONARY PROJECT

- a. The CEDHSP is discretionary. Therefore, benefits should outweigh the costs and impacts of the project. Particularly with respect to El Dorado Hills, this does not appear to be the case. The benefits of the project accrue entirely to the developer and the county.
- b. The community is opposed
  - i. Measure E: 91% of voters opposed rezoning the golf course from open space-recreational facility to medium and high density housing.
  - ii. From November 2013 through January 2014, the Community Economic Development Advisory Committee for El Dorado Hills conducted a survey, performed by AIM Consulting, that found:
    1. 61% of respondents “felt there needed to be more public open space areas”
    2. 92% of respondents agreed that “keeping the look and feel of El Dorado Hills’ mixture of urban-like and rural-like charm” is important
    3. The community “truly values open spaces”
  - iii. Standing room only at District Church Planning Commission meeting January 2020 and the most recent meeting on April 28, 2022
    1. At each, the Planning Commission heard dozens of comments opposing the CEDHSP. Community members spoke for hours about the negative impacts of the Project

2. At each, the Planning Commission heard only one comment in favor
  - iv. All other Planning Commission meetings find, at most, one commenter in favor and all others opposed (verbal) and almost all written comments opposed. Most meetings have been standing room only
  - v. At the May 19, 2022, special EDH CSD meeting, not one comment was in favor of the CEDHSP. Further, the EDH CSD displayed various alternatives for the community to express support. Five options were presented for residents to choose from (four conceptual options, and the current CEDHSP). Not one supported the CEDHSP.
- c. The CEDHSP is out of character with the surrounding land use
  - i. Contrary to assertions in the Staff Report and FEIR, the high density character of the majority of the CEDHSP is completely out of character with the surrounding land use, which is predominantly undeveloped land and single family residential with low and moderate intensity use
  - ii. More than half (530 of 1000 units) of the proposed housing units under the CEDHSP are allocated as apartments, a high density and high intensity use
    1. Such use may be appropriate for actual infill development such as the apartments at Town Center or other smaller developments in El Dorado Hills. The Town Center apartments:
      - a. Were built on a small remainder lot surrounded by high intensity uses
      - b. Did not require meaningful infrastructure improvements
      - c. Did not have meaningful negative impacts on El Dorado Hills nor its immediate neighbors
      - d. Were consistent with neighboring uses with respect to land use intensity and density
    2. The intense land use of the CEDHSP is completely out of character for property currently designated as open space and zoned for recreational facilities
      - a. It is a 341 acre project inappropriate for large-scale high density use given that it is surrounded by low intensity uses
      - b. The community clearly recognizes this problem. It is one of the foundational issues for community opposition to the Project
    3. The Project is inconsistent with respect to the rural feel of El Dorado Hills generally and will change the character of the community forever in exchange for little to no benefit

- d. Though the Staff Report focuses on the allowed buildout of 759 units under current zoning and compares that to the 1000 units proposed under the CEDHSP, the fact is that only 312 units are feasible under current zoning due to slope and other constraints (FEIR, Chapter 4 *Alternatives Analysis*, pg 4-10)
  - i. The community, Planning Commission, and Board of Supervisors should be aware that, in light of non-zoning constraints, the CEDHSP increases total development by 688 units, not 241 units as emphasized in the Staff Report
  - ii. Under the CEDHSP, 530 units are zoned as apartments or similar, 330 of which are scheduled for the former Executive Golf Course.
    - 1. Under current zoning, only 144 apartment units are allowed, none of which are on the golf course.
- e. Though the community has expressed significant and consistent opposition to the CEDHSP, the applicant has made no meaningful effort to modify the project to address legitimate concerns
  - i. Kirk Bone, the Developer's representative, has started a number of presentations by stating that not much has changed since his previous presentations notwithstanding receipt of significant public input at EDH APAC meetings and Planning Commission hearings.
  - ii. As recently as the November 14, 2019, Planning Commission meeting, Mr. Bone stated the Developer may have to walk away from the project if it is required to make any more concessions. The implication of such statements are clear: the Developer is unwilling to make meaningful changes to the proposed CEDHSP.
- f. The costs, in terms of negative impacts to the community, far outweigh the benefits.
  - i. The fact is that many of the benefits addressed in the Staff Report and the Development Agreement will accrue under the existing General Plan land-use designations and associated zoning without the approval of the CEDHSP.
  - ii. The costs of the CEDHSP are consistently ignored by County staff and the Developer, including damage to the character of El Dorado Hills, the permanent loss of desirable open space, and the elimination of future recreational opportunities

## **2. ZONING-CONSISTENT DEVELOPMENT IS PREFERABLE TO THE CEDHSP**

- a. The CEDHSP incorporates three distinct areas: Pedregal Planning Area, the former Executive Golf Course, and Serrano Village D1 lots C and D (1988 EDHSP).
  - i. Current zoning-consistent uses are a mix of single-family and multi-family residential in Pedregal, single-family in Serrano Village D1 and recreational facilities (the former executive golf course).

- ii. Current zoning allows for a total of 759 units (415 single-family residences and 144 multi-family units). However, due to constraints identified below, it is not feasible to build 759 units. The area most impacted by non-zoning constraints is the Pedregal Planning area. Such constraints appear to be the primary purpose for shifting zoning-allowed density between the Pedregal Planning Area and the Westside Serrano Planning Area under the CEDHSP
- iii. Buried in the FEIR, Chapter 4 *Alternatives Analysis*, we find the one paragraph recognizing that 759 units is not possible under a zoning-consistent development:
 

“In order to be feasible in the Pedregal planning area in consideration of slope and oak canopy restrictions...would limit allowable development to a total of 312 dwelling units on the 341-acre project site” as currently zoned across the Pedregal Planning Area and Serrano Westside Planning Area.

  - 1. In other words, when the Staff Report states that 759 units are allowed under current zoning, it neglects to state that only 312 units are feasible. The CEDHSP adds 688 units. The Staff Report clearly intends to make it appear that only 241 units are added by the CEDHSP
  - 2. The 312 unit estimate provided in the FEIR appears credible and should be relied upon by the Planning Commission and Board of Supervisors
- b. *Pedregal Planning Area*: Current zoning allows 480 single family residences and 144 multi-family units. The CEDHSP proposes 37 single family residences and 200 multi-family units
  - i. Consistent with the FEIR Chapter 4 *Alternatives Analysis*, EDH APAC finds the actual number of units buildable in the Pedregal Planning Area is 177 units consisting of 144 apartment units and 33 single family homes
  - ii. The number of units buildable in the Pedregal Planning Area is limited by non-zoning constraints including terrain, cultural artifacts, springs and weeps, drainage, and protection of oak canopies and other natural resources.
- c. *Former Executive Golf Course Area*: Current zoning allows a variety of uses. Feasible permitted uses and uses subject to an administrative permit are: hiking and equestrian trails, day and night-time use parks, picnic areas, resource protection and restoration, commercial stable, public pool and tennis courts, trailhead parking, housing for a caretaker, arcade, indoor and outdoor entertainment, outdoor sports and recreation, health resort and retreat center, seasonal sales, and minor public utility service facility (El Dorado County Zoning Ordinance Sec. [130.25.020 Matrix of Allowed Uses, Special Purpose Zones](#)). Other uses are subject to conditional use and temporary use permits
  - i. All uses must comply with the entirety of the Special Purpose Zones ordinance, which states, in part ([Sec. 130.25.010](#)):

1. "A. Special purpose zones are used to provide for, promote and regulate certain recreational, transportation and open space uses."
  2. "C. Recreational Facilities, High-Intensity (RFH). The RFH Zone applies to regulate and promote recreational uses and activities with high concentrations of people or activities of a more urban nature, such as recreational vehicle parks, sports fields and complexes, and amusement parks or facilities that are primarily located in Community Regions and Rural Centers."
  3. The height limit is 35 feet ([Sec. 130.25.030](#))
- ii. The wording of the Special Purpose Zones ordinance requires that the *primary use* must be recreational or open space in nature. Other uses must be in support of or ancillary to such primary use.

At the May 12, 2021 EDH APAC meeting, Kirk Bone and Andrea Howard, representatives of the Developer, appear to agree that this is the correct interpretation of the Recreational Facilities-High zoning ordinance. This is contrary to the suggestion by some that the property might be developed as a stand alone hotel or similar without a primary recreational use. If that were true, then the applicable zoning would be "[commercial.](#)" (As an aside, the height limit alone is very restrictive to uses that might be found objectionable or non-conforming.)

- iii. Based on the results of measure E and nearly 10 years of significant public objection to the CEDHSP before the Planning Commission, EDH APAC, and EDH CSD, EDH APAC finds that zoning-consistent use of the former Executive Golf Course is preferred by the residents of El Dorado Hills, provides more community benefits, and creates fewer adverse impacts than the CEDHSP.
- d. *Serrano Village D1, Lots C and D*: Current zoning under the 1988 EDHSP allows for the construction of 135 single family homes. Under the CEDHSP, this area would become dedicated as open space.
- i. EDH APAC finds that the trade of lots C and D, generally difficult to access for recreational opportunities, is inadequate to allow the Developer to build 330 apartment units, 310 high-density attached units, and 123 single-family homes on the former executive golf course
  - ii. This finding is supported by thousands of public comments and Measure E. The community prefers a zoning-consistent buildout
- e. *The Developer has offered no genuine alternatives that are zoning consistent, only suggestions of what may be development options.* The applicant continues to assert its

preference is the CEDHSP, but has also stated that it has other viable uses for the property that meet current zoning requirements.

The Board of Supervisors and the Planning Commission are tasked with providing legislative findings on what is before them, not some unknown theoretical, ethereal project that may or may not be less desirable. If the CEDHSP is denied, the community, the Planning Commission, and the Board of Supervisors can address alternate projects if any application is submitted.

### 3. INADEQUACY OF STAFF REPORT

- a. While EDH APAC recognizes the significant amount of time and work expended by County staff on the CEDHSP, it is also concerned that the Planning Commissioners and Board of Supervisors have not been provided an adequate analysis of the Project. At multiple Planning Commission meetings, County staff has asserted that it is neutral with respect to making a recommendation for the Project, yet the Staff Report does not appear neutral because it consistently dismisses legitimate community concerns while giving significant weight to perceived benefits.

EDH APAC understands that the Developer has been working with the Planning Department for more than a decade and, over that time, the two groups have worked closely to create the CEDHSP proposal. The Developer has had access to staff that residents lack, which is understandable. Unfortunately, the result is that staff appears more aware of Developer concerns than of community concerns. The Staff Report reflects this through implicit advocacy as opposed to objective analysis. Further, the Development Agreement appears to be biased toward benefits for the Developer.

This is extremely concerning for multiple reasons. First, the Planning Commissioners and Board of Supervisors look to staff and the Staff Report to provide detailed and unbiased analysis of facts related to the project, including both benefits and costs. Unfortunately, such detailed and unbiased analysis is objectively missing. Second, it is troubling to think that the CEDHSP Staff Report sets the tone for future projects: the more complicated and time consuming, the less likely we are to see a Staff Report that provides a balanced approach.

- b. Specifically, EDH APAC is concerned about the following items in the April 28, 2022, Staff Report:
  - i. Misleading description of the increase in Unit Count Under the CEDHSP. As mentioned elsewhere in this report, the Staff Report focuses on the fact that the CEDHSP proposes 1000 dwelling units, an increase of only 241 units over the zoning-consistent development potential
    1. The Staff Report fails to note that non-zoning constraints such as property terrain and oak canopy protection means that the feasible buildout under the current zoning is only 312 units (FEIR, Chapter 4



*Alternatives Analysis, pg 4-10)*

2. The CEDHSP increases unit count by 688 when compared to the zoning-consistent alternative
  - a. Under the CEDHSP, 530 units are zoned as apartments, 330 of which are placed on the former executive golf course
  - b. Under existing zoning, 144 apartments units are allowed, none of which are on the golf course property
- ii. General Plan Consistency. The Staff Report states that a key item “is whether the CEDHSP can be determined consistent with the El Dorado County General Plan.” It goes on for more than 11 pages asserting consistency. The only way it is able to do this is to state it focuses its analysis on consistency with policies rather than goals. To the extent that the CEDHSP conflicts with General Plan goals, staff essentially dismisses such goals as irrelevant to its analysis.

However, the General Plan policies are meant to support General Plan goals. Therefore, one cannot claim consistency with policies in the absence of the context of goals. Put another way: if we ignore the goals of the general plan, then what purpose does the general plan serve?

Further, one need only look to the Developer provided CEDHSP documents to note that the applicant recognizes the importance of general plan goals. In Staff Report Attachment 1 (Document 9B *Proposed CEDHSP Land Use*), the Developer mentions 34 General Plan goals in just 8 pages of the Executive Summary. The applicant then goes on to cite and claim consistency with General Plan goals in every single section describing elements of the CEDHSP. It does not focus on General Plan policies as does the Staff Report and attachment 6 to the Staff Report (Document 9I, *General Plan Consistency*)

Nowhere does the Staff Report (nor any document in the CEDHSP package) analyze an inconsistency even though the Staff Report implies that there cannot be perfect consistency between specific plans and general plans.

EDH APAC maintains its original finding from January 2020: The CEDHSP is materially inconsistent with the El Dorado County Adopted General Plan as detailed in previous findings. EDH APAC finds the Staff Report analysis of consistency is inadequate, in part, because staff dismisses general plan goals. ([B-2020-Exhibit-1-Central-El-Dorado-Hills-Specific-Plan-EDHAPAC-Subcommittee-Findings-Report.pdf](#), and [B-2020-Exhibit-2-JRichard CEDHSP-Objections.pdf](#) supporting)

- iii. Public Outreach by the Applicant. The Staff Report states the applicant has conducted various public outreach meetings, tours, and briefings. Yet the report

does not inform the Planning Commission or Board of Supervisors as to the nature or outcome of such activities. EDH APAC has been told by members of the community who attended some of these meetings that they were designed to inform the public of the proposal and were not meetings to receive input, suggestions, or feedback for the project. That, too, has been the experience of EDH APAC when hosting such meetings.

While EDH APAC appreciates the effort of the Developer to describe the CEDHSP to the public, it should be clear that the Developer has not engaged in give and take with the community in an effort to garner community support, improve the project, or find solutions for areas of concern. This is very different from many developers who use such meetings to receive input from the community and revise projects accordingly.

The Developer has had 10 years to reach compromises based on public input, yet the CEDHSP proposal has changed only in very technical terms. The essence of the project remains the same. Given the significant public opposition to the Project, the Staff Report should make note of this, particularly that the applicant has not made meaningful efforts to address community concerns with respect to the Project.

iv. El Dorado Hills CSD Request to Retain the 98-Acre Former Golf Course Site as Open Space and a 45-Acre Park Site Alternative

1. The Staff Report states that the EDH CSD and the applicant discussed the CSD's potential purchase of the 100-acre former golf course from March 2020 to October 2020 and that, based on the estimated property valuation, the EDH CSD determined the site's price was too high to move forward
2. The Staff Report should detail this negotiation before dismissing it as simply that the CSD determined it could not purchase the land. Without such details, the Planning Commissioners and Board of Supervisors are left with the impression that the CSD will not move forward at market prices for the old golf course land:
  - a. At the May 19, 2022, EDH CSD special meeting, EDH CSD Board Vice President Noelle Mattock stated the negotiation with Parker was "never a true negotiation...[it was] just another bait and switch on this community."
  - b. The price upon which negotiations were based appear to come from an appraisal that determined value based on the approval of a general plan amendment and rezone of the golf course to allow the CEDHSP project.

<https://cms8.revize.com/revize/eldoradohills/Document%20Cen>

[ter/About/Executive%20Golf%20Course/appraisal\\_for\\_former\\_executive\\_golf\\_course.pdf](#)

<https://www.mtdemocrat.com/news/golf-course-negotiations-a-bust/>

- c. It is self evident that such a rezone and set of entitlements will dramatically increase the value of the property, but it is a questionable starting point for negotiations given the existing restrictions on land use
  
- d. The real question is: what is the golf course property worth to a private buyer in its current condition. It is unrealistic to value a property based on rezoning to whatever creates the highest value. Such a tactic opens the door for developers to purchase open space in El Dorado County, petition for a rezone that is unpopular with the community, and then offer to sell the land to the County or a special services district at vastly inflated prices
  - i. According to the EDH CSD, the appraisal for the golf course valued the land at its “highest and best use” assuming that the Developer would “obtain entitlements similar to, or the same as, those contained in the Central El Dorado Hills Specific Plan, Serrano Westside Planning Area...”
  - ii. The appraisal defined “highest and best use” as “[t]he *reasonably probable and legal use* of vacant land or an improved property, which is physically possible, appropriately supported, financially feasible, and that results in the highest value.” (emphasis added)
  - iii. EDH APAC finds this is a circular argument: the land is worth the high (greater than \$20,000,000) valuation contingent on approval of the CEDHSP.
    - 1. If the CEDHSP is not approved, then the land is worth significantly less as a potential recreational facility. It is disingenuous to value the land contingent on entitlements that are far from certain.
    - 2. The presumption of CEDHSP approval created a framework which was bound to fail with respect to EDH CSD acquisition of the land and supports EDH CSD Board Vice President Mattock’s contention that the negotiation was not true.
  - iv. If the Board of Supervisors declines to approve the CEDHSP, then the value used for negotiations with the

EDH CSD will be meaningless and the land would be valued consistent with its allowed use.

3. Given that the Staff Report addressed the EDH CSD's failed negotiations with the applicant to acquire the property, it should also explicitly recognize the overwhelming desire of the community to maintain the old golf course property as open space - recreational facility and describe the fact that the EDH CSD has explored various alternatives, including acquisition via eminent domain
  - a. The EDH CSD believes it will have to acquire the property at or above the valuation in the previously referenced appraisal. At the May 19, 2022, CSD special meeting, EDH CSD General Manager Kevin Loewen indicated he believes the EDH CSD would need to set aside approximately \$30 million for an eminent domain acquisition. However, in the absence of CEDHSP approval, the funds required for an eminent domain taking are likely far less.
  - b. The California Constitution requires that a property owner is provided "just compensation" whenever their property is "taken or damaged for public use." Eminent Domain Law ([Cal. Civ. Proc. Code §1230.010-1263.620](#)) lays out procedures for determining that compensation. EDH APAC is not an expert in eminent domain law, but notes that:
    - i. Compensation shall be "fair market value" (CCP [§1263.310](#)), which is the "highest price on the date of valuation that would be agreed to by a seller, being willing to sell...and a buyer, being ready, willing, and able to buy...each dealing with the other with full knowledge of all uses and purposes for which the property is reasonably adaptable and available." (CCP [§1263.32](#))
      1. Under this standard, it is impossible that the property would be currently valued as if the CEDHSP were approved given there remains considerable risk that it will not be approved
      2. If it is not approved, then valuation of the property as if the CEDHSP were approved is most certainly meaningless. Rather, the valuation would be based on open space - recreational facilities use
    - ii. If the owner and government agency cannot agree on a valuation, then the value may be decided by a jury

1. “A jury should consider...lawful legislative and administrative restrictions on property, which a buyer would take into consideration in arriving at the fair market value” (City of Perris v. Stamper (2016) 1 Cal.5th 599)
- iii. Given the importance of this property to the community and the fact that the community has, through public comment and Measure E, overwhelmingly expressed a desire to keep the property as open space - recreational facility, the Staff Report should indicate that eminent domain is a potentially viable option at the currently zoned use *recreation facility - high*
4. Alastair Dunn, a veteran of land acquisition & development, real estate industry expert and California certified general real estate appraiser, has prepared an analysis which concludes, among other things, that the existing appraisal as described on the EDH CSD website is faulty. EDH APAC believes that the concerns expressed by Mr. Dunn are significant and chooses to incorporate his analysis by reference. (See EXHIBITS [ACD-1](#), [ACD-2](#), [ACD-3](#)). His analysis contains the following:
  - a. Conclusion that the existing as-is value of the former Executive Golf Course is approximately \$6.3 million and asserts this is the correct starting point for negotiations *in the absence of the approval of the CEDHSP*
  - b. Description of the defects and shortcomings of the existing appraisal methodology as described on the EDH CSD website
  - c. With respect to a purchase or eminent domain acquisition of the old Executive Golf Course, the fact that it is beneficial to El Dorado Hills if the Board of Supervisors does not approve the CEDHSP and, instead, leaves the existing zoning in place
- v. Definition of “Infill”
  1. The Project is described as “infill” development in the Staff Report and many Project documents. Multiple public comments object to this description. The Staff Report claims it is an accurate description and that “infill sites are generally defined as undeveloped sites that are designated for urban or suburban development and that are surrounded by existing development.”
  2. EDH APAC finds that this definition is so broad as to be without meaning

- a. Typically, a key part of the nature of infill development is that the sites “tend to be scattered: they are the “here and there remnant[s]” of passed-over locations from earlier waves of settlement.”  
[https://www.nj.gov/dca/divisions/codes/alerts/pdfs/2006\\_6\\_re\\_v2007\\_4\\_infill\\_dev\\_stds.pdf](https://www.nj.gov/dca/divisions/codes/alerts/pdfs/2006_6_re_v2007_4_infill_dev_stds.pdf)
  - b. The term is not typically used for multi-hundred acre sites that require extensive infrastructure improvements such as the CEDHSP
  - c. The Element 79 apartments in Town Center are a classic example of actual infill development: a lot not used for its initial purpose, surrounded by intense land use, and not requiring the installation of meaningful infrastructure
3. The California Governor’s Office of Research’s “An Urban Strategy for California” (1978) provides “a framework for sustainable infill development.” Among priorities enumerated for such development:
- a. “Develop vacant and under-utilized land within existing urban and suburban areas and presently served by streets, water, sewer and other public services. Open space, historic buildings, recreational opportunities and the distinct identities of neighborhoods should be preserved.” (emphasis added)  
  
<https://opr.ca.gov/planning/land-use/infill-development>  
[https://opr.ca.gov/docs/20190325-urban\\_strategy-ocr.pdf](https://opr.ca.gov/docs/20190325-urban_strategy-ocr.pdf)
  - b. EDH APAC suggests if the CDHSP is truly “infill” development, then the County should abide by California’s priorities for such development including *preservation of open space and recreational opportunities*
4. EDH APAC takes issue with this relatively minor point because it is an example of implicit bias in the Staff Report and CEDHSP documents: infill is generally considered desirable and, by labeling the CEDHSP project as “infill,” it appears more desirable than it otherwise would

vi. Traffic

- 1. The Staff Report addresses some of the public comments regarding traffic impacts by focusing on the RFEIR and the fact that level of service (LOS) is no longer a requirement of CEQA.

2. Notwithstanding that CEQA no longer requires LOS analysis, EDH APAC believes the Staff Report should note severe LOS impacts for the benefit of the Planning Commissioners and Board of Supervisors.
  - a. For example, 3,334 pages into the FEIR, we find that some circulation patterns at El Dorado Hills Boulevard and Serrano Parkway will move from LOS B to LOS E (with mitigations). EDH APAC thinks a traffic impact this severe should be highlighted in the Staff Report
  - b. While intersections end up functioning acceptably in regards to LOS metrics in a Community Region as required in the Adopted 2004 General Plan, most El Dorado Hills Blvd intersections end up with a significantly reduced grade of level of service - in some instances falling from current LOS B, to LOS D or LOS E. For a project that purports to be contributing in excess of \$20 million to the El Dorado County (then) TIM Fee program (now TIF program), El Dorado Hills residents are left with significantly impacted roads, regardless of the contribution levels to the TIF program (EXHIBIT Traffic 1-4).
  - c. EDH APAC is concerned that the traffic analysis is inadequate and the impacts will be significantly worse than projected because of insufficient adjustments for reduced traffic, due to Covid related restrictions, during the study period.. Please see further details in [Section 10 Concerns about Traffic Impact](#)

vii. Open Space Loss and Aesthetic Impacts

1. The Staff Report dismisses concerns by stating, in part, that “the commenters did not provide an aesthetic analysis or visual simulations to counter the conclusions of the EIR.”
2. EDH APAC finds it unreasonable for the County to dismiss the legitimate concerns regarding loss of open space and aesthetic impacts by stating that individuals did not provide aesthetic analysis or visual simulations
  - a. First, it is obvious, on its face, that the Project will create negative aesthetic impacts that will be impossible to mitigate. High density apartments and housing units built on open space simply come with such impacts notwithstanding requirements that the development “blend into the natural conditions.”
  - b. Second, individuals cannot match the resources of the applicant in this regard and should not be held to such a standard

- c. Third, this section of the Staff Report did not address “open space loss” notwithstanding the section heading. It is clear there will be a loss of open space for recreational use that is not adequately mitigated in the opinion of many who have provided public comments

viii. Concerns Regarding the Development Agreement (DA)

1. The Staff Report indicates “several comments on the content of the previous DA (2019) identified issues and suggested the need for edits. Comments received will be forwarded to the Board of Supervisors for consideration and potential revision of the DA if the CEDHSP is approved.”
2. EDH APAC observes many of the comments on the 2019 DA and the 2022 DA are material rather than simply “edits.”
3. The Development Agreement is an integral part of the CEDHSP proposal. Assuming the Staff Report is referencing approval by the Planning Commission when it mentions forwarding comments to the Board of Supervisors, EDH APAC is concerned that the Planning Commission cannot make a well reasoned decision without a more thoughtful and complete Development Agreement.
4. EDH APAC finds many of the issues with the Development Agreement significant enough that they should be addressed before a vote by the Planning Commission and forwarding the Project to the Board of Supervisors
5. For the benefit of the public, the Planning Commissioners, and the Board of Supervisors, EDH APAC asks that staff respond to the many very specific comments on the current Development Agreement. Such response should include the genesis of and reasoning for specific items questioned. Where appropriate, the DA should be changed in advance of a final deliberative determination by the Planning Commission.

ix. Park Location and Exposure to TACs from US 50

1. The Staff Report noted that commenters expressed concern about the proximity of the 15.3 acre park located adjacent to US 50 and the effects of vehicle emissions on children at the park
  - a. The Staff Report directs the reader to the RFEIR. The RFEIR, however, addresses the issue of background health risks in the project as a whole including the residences closest to US 50. It does not address users of the park specifically



- b. The Staff Report states the nearest residential receptor will be 400 feet from US 50 and the sports field approximately 150 feet from US 50. The Staff Report concludes that the risk is acceptable at these distances because exposure is intermittent for park users.
  - c. Staff does not address risk to sensitive receptors that are likely users of the park (e.g. children, pregnant women, the elderly, and those with existing health conditions)
  - d. Staff addressed cancer related health risks whereas the comment it is responding to addressed both cancer and non-cancer health risks including:
    - i. reduced lung function in children
    - ii. Increased asthma symptoms and hospitalizations
    - iii. Increased bronchitis symptoms
    - iv. Increased medical visits
2. The California Environmental Protection Agency and California Air Resources Board (CEPA/CARB) provides guidance on this issue that contradicts the Staff Report. It states new sensitive land uses, *specifically including playgrounds, be sited at least 500 feet from freeways* because the populations that use such facilities are vulnerable to cancer and other negative health effects as the result of exposure to high levels of air pollution and particulate matter.
- a. The most vulnerable populations identified by CEPA/CARB are the exact ones expected to spend time in the proposed park: children, pregnant women, the elderly, and those with pre-existing health conditions
  - b. CEPA/CARB recommends “doing everything possible to avoid locating sensitive receptors [vulnerable users] within the highest risk zones.” CARB found non-cancer risks were elevated within 1000 feet of freeways and strongest within 300 feet. Further, its report noted that particulate pollution fell by 70% at 500 feet from freeways, greatly reducing health risks.
3. The risk is significant enough that state law prohibits locating new schools within 500 feet of freeways. School use is intermittent and relatively short term, but those are not found to be mitigating factors
4. Please see the following for reference:  
<https://ww3.arb.ca.gov/ch/handbook.pdf>

[http://ph.lacounty.gov/place/docs/DPH%20Recommendations%20to%20Minimize%20Health%20Effects%20of%20Air%20Pollution%20Near%20Freeways\\_Final\\_March%202019.pdf](http://ph.lacounty.gov/place/docs/DPH%20Recommendations%20to%20Minimize%20Health%20Effects%20of%20Air%20Pollution%20Near%20Freeways_Final_March%202019.pdf)

5. See Attachment [Park Location and Exposure to TACs](#) for further analysis
- x. Processing of One Versus Two Projects
  1. The Staff Report states the applicant requested the two non-contiguous areas (Pedregal Planning Area and Serrano Westside Planning Area) to be considered as one specific plan in order to reallocate dwelling units between the two to "...address slope, oak woodland, and other natural resource constraints in the two planning areas to address pertinent requirements established in General Plan policies concerning these resources."[sic]
  2. EDH APAC finds this is an example of the Staff Report supporting the desires of the Developer without providing substantial explanation of its actions. The Staff Report should provide specific detail as to why staff finds it desirable to combine the two areas that is not, essentially, a way to allow maximum density for Developer benefit
    - a. EDH APAC does not understand how combining the two planning areas is the best way to address the "pertinent requirements established in the General Plan policies concerning" various resources. Such requirements can easily be addressed if the two planning areas are treated separately
    - b. Based on Chapter 4 of the FEIR, *Alternatives Analysis*, it appears the true reason for combining the two planning areas is to transfer zoning-allowed density from the Pedregal Planning Area to the former Executive Golf Course because it is not feasible to build the maximum zoning-allowed units in the Pedregal Planning Area. Therefore, maximum density is achieved by shifting zoning-allowed density from the Pedregal Planning Area to the Westside Serrano Planning Area
    - c. A more acceptable method would be to develop the two areas as separate projects that would, on their own, meet general plan requirements. Doing so does not appear to be a difficult or onerous task but it does not meet the Developer goal with respect to total units.
  3. In summary, EDH APAC finds that combining the Pedregal and Serrano Westside Planning Areas allows the Developer to transfer density from Pedregal, a very difficult build that will not reach maximum allowable

density per its zoning, to the old golf course, a relatively easy build. Without further explanation, it does not appear that addressing “pertinent requirements established in General Plan policies” is a key consideration

- a. Such transfer of density, which translates into building more apartments and homes than would otherwise be built, benefits only the Developer
  - b. Such transfer also allows the Developer to build apartments and townhomes on the old golf course instead of single family homes in the Pedregal Planning Area
  - c. If it were not so, then the Developer would logically move forward with a by-rights development on the Pedregal portion and Serrano Village D1 lots C and D.
- c. Staff memo dated May 25, 2022, for Agenda of June 9, 2022 continues to paint an incomplete picture for the Planning Commission and Board of Supervisors
- i. Topic Area 2 – General Plan Consistency
    1. Staff ignores EDH APAC and public comments with respect to inconsistency with the General Plan by focusing on General Plan policies to the exclusion of General Plan goals
      - a. The staff memo states the CEDHSP “...would be considered consistent with the *central policy direction* set forth in the Introduction chapter of the General Plan...” (emphasis added)
      - b. Consistency with “central policy direction” is not equal to consistency with the General Plan
      - c. Staff restates its focus on policies and not goals. Simply restating what has already been stated does not further the discussion with respect to General Plan consistency. Staff has not adequately addressed why it dismisses General Plan goals
  - ii. Topic Area 3 – Development Potential of Pedregal Planning Area
    1. In response to questions and comments at the April 28, 2022, Planning Commission meeting, staff inaccurately “identifies the Pedregal Planning Area maximum development potential based on zoning and planning area acreage [a]s 759 units.”
      - a. The correct number is 624 units (144 multi-family units and 480 single family units) as identified in various CEDHSP documents including the Staff Report for Planning Commission agenda of April 28, 2022

2. The staff memo correctly identifies that seeps, wetlands, archaeological and historic resources, and slope conditions “would likely limit the extent of land area available for the development of residential units.”
  3. The staff memo then states “The maximum development potential that could occur under existing zoning when factoring these constraints is not known.”
    - a. The staff memo ignores the fact that the FEIR finds that the maximum development potential of the Pedregal Planning Area, under existing-zoning, is 33 single family residences and 144 multi-family units for a total of 177 units (Staff Report Attachment 5(1), Document 9F, *CEDHSP RFEIR 04-28-22, pg 4-10*)
    - b. The staff memo fails to report that, notwithstanding the significant limitation on feasible development due to non-zoning constraints, one of the primary purposes of the CEDHSP is to transfer the zoning-allowed density of Pedregal to the former Executive Golf Course.
    - c. The FEIR states what is known about the development potential of the Pedregal Planning Area. If its estimates with respect to feasible density are inaccurate, then the validity of other estimates in the document are drawn into question given that development potential, based on terrain and similar features, is a well defined and easily determined issue
- iii. Topic Area 4 – Range of Uses Allowed Within The Recreational Facilities, High-Intensity Zone
1. The staff memo recreates the [Matrix of Allowed Uses](#) from the zoning ordinance for [Special Purpose Zones](#).
  2. The staff memo *does not* cite key restrictions of the zoning ordinance with which all projects must comply. Without delineating these restrictions, the Planning Commission and Board of Supervisors do not have a complete picture of the range of uses allowed within the RFH zoning. Such key restrictions include:
    - a. [“Recreational Facilities, High-Intensity \(RFH\)](#). The RFH Zone applies to regulate and promote recreational uses and activities with high concentrations of people or activities of a more urban nature.” (Zoning Ordinance 130.25)
      - i. This means all uses must be in support of recreational uses. Kirk Bone, representative of the Developer, agrees

with this interpretation ([EDH APAC meeting May 12, 2021](#)).

- ii. For example, hotels and restaurants not in support of a primary recreational use would not be consistent with the zoning

- b. The maximum height limit is [35 feet](#)

iv. Topic Area 5 – Function of Project Objectives

1. The staff memo states “[t]he project objectives were developed by the applicant and the County staff to meet EIR content and analysis requirements under State CEQA Guidelines Section 15124(b)...” that require a statement of the objectives sought by the proposed project”
2. EDH APAC takes exception to the fact that the project objectives, tailored by the Developer and County staff to describe the CEDHSP as proposed, are used to evaluate alternative development options, including zoning-consistent options, as less desirable than the CEDHSP because they *do not meet CEDHSP objectives*.
  - a. This is a circular method of reasoning that creates bias in favor of the CEDHSP
  - b. In the alternate, one can imagine a scenario in which the CEDHSP meets few of the objectives of the zoning-consistent alternatives and is, therefore, compares unfavorably
  - c. EDH APAC finds that the appropriate measure is to compare the CEDHSP and development alternatives against the General Plan goals, objectives and policies.
    - i. Given the zoning-consistent alternative is incorporated in the General Plan, it, by definition, meets all elements of the General Plan.
    - ii. It is the responsibility of the Developer to show that the CEDHSP is a *better* alternative in this regard. It is poor analysis to find the CEDHSP is superior because alternative developments do not meet the objectives of the CEDHSP

#### 4. GENERAL PLAN CONSISTENCY

- a. EDH APAC finds significant inconsistencies between the CEDSHP and both the General Plan and the 1988 El Dorado Hills Specific Plan (EDHSP). See [EXHIBIT 1-GPC](#), attached, for a detailed explanation prepared by an EDH APAC member who is a practicing attorney. It forms the basis of EDH APAC findings with respect to consistency

- b. The CEDHSP is clearly inconsistent with many of the Goals of the General Plan as EDH APAC has previously detailed
  - i. Staff Report dismisses these inconsistencies by stating its analysis focuses on policies and not goals despite the fact that the General Plan itself states that goals should be used to determine consistency:
 

“It is the task of the decision makers to weigh project benefits and consequences up against the General Plan as a whole. The merits of a project should ultimately be determined by its consistency with goals, objectives, and policies of all the elements of the land use map” (*Introduction Chapter of the General Plan, emphasis added*)
  - ii. No clear rationale is given for why goals are dismissed except for the statement:
 

“The consistency analysis is focused on consistency with policies because policies are specific statements that guide decision-making. They are a commitment of the local legislative body to a particular course of action. By contrast, goals are a general expression of community values and therefore may be abstract. Objectives are specified ends, conditions, or states that are intermediate steps toward attaining a goal” (*Staff Report page 23 and repeated multiple times elsewhere*)

The Staff Report proceeds to discount General Plan goals as not relevant to its analysis
  - iii. No document from staff or the Developer discusses inconsistencies—only consistencies
  - iv. General Plan Goals and Objectives are prima facie the reason for General Plan Policies. Policies support General Plan Goals and Objectives, not the opposite. Disregarding General Plan Goals and Objectives in favor of ‘suggested’ policy compliance flies in the face of reason
- c. [The Planner’s Guide to Specific Plans](#) (2001) published by the California Governor’s Office of Planning and Research, states “The purpose of a specific plan is the “systematic implementation” ([§65450](#)) of the general plan.”
  - i. Notwithstanding claims to the contrary in the Staff Report, the CEDHSP is materially inconsistent with the General Plan and, therefore, is not a systematic implementation of the General Plan as required by law.
  - ii. Further, California Government Code [§65454](#): “No specific plan may be adopted or amended unless the proposed plan or amendment is consistent with the general plan.”

- d. Current Staff report states “[a] Key item addressed in this staff report is whether the CEDHSP can be determined consistent with the El Dorado County General Plan”
  - i. Where there are inconsistencies with General Plan goals, the Staff Report dismisses them as not relevant. Where the Staff Report states it focuses on General Plan policies and not goals, the reality is the Staff Report actually discounts General Plan goals and looks exclusively to areas in which the CEDHSP complies with General Plan policies
  - ii. Because of its limited focus on only General Plan policies, the Staff Report adds nothing to determining whether the CEDHSP is consistent with the GP because it looks only at compliance with General Plan policies
- e. The General Plan itself requires that consistency be analyzed with respect to General Plan goals:
 

“It is the task of the decision makers to weigh project benefits and consequences up against the General Plan as a whole. The merits of a project should ultimately be determined by its consistency with goals, objectives, and policies of all the elements of the land use map ([Introduction Chapter of the General Plan](#), pg 7, *emphasis added*)
- f. The Project documents, other than the Staff Report, reference General Plan goals extensively and make few references to General Plan policies (with the exception of Staff Report Attachment 6 (9I) *General Plan Consistency*, which also ignores General Plan goals)
- g. See [Attachment GP1](#) for specific concerns with respect to General Plan consistency

## 5. DEVELOPMENT AGREEMENT (“DA”)

- a. DA 1.10: Modification of the Project Approvals does not provide for public input
  - i. DA 1.10 Provides that the Project Approvals may be modified without amending the Development Agreement “if the County, in its sole discretion, determines that the requested modification (1) is consistent with this Development Agreement, (2) does not alter this Agreement’s term, provisions for reservation and dedication of land, or monetary contributions, (3) does not substantially alter the permitted uses, substantially increase the density or intensity of use, and (4) is consistent with the Applicable General Plan. If the County determines that the requested modification is inconsistent with this Agreement, alters its term or substantially alters its uses, the modification will not be processed without processing a concurrent amendment to this Agreement in accordance with Section 1.8.”
  - ii. EDH APAC questions who makes this determination on behalf of the County?

1. "The County" is undefined with respect to who makes these determinations and how they are made.
  2. Is it a single non-elected employee as with DA 2.5?
- iii. There is no provision in DA 1.10 or 1.8 for public review or comment. There should be a formal process that allows for public comment and review when modifying Project Approvals.
  - iv. The Development Agreement as presented means that Project Approvals and all related agreements, including the Development Agreement itself, can be amended and altered at the sole discretion of the County with no public input and without specifying who, at the County, has the ability to make such alterations
- b. DA 2.5 Revisions to Project Approvals gives the Director of the Planning and Building Department the power to revise Project Approvals without public input.
    - i. Paragraph 2.5 states CEDHSP Revisions and Amendments are approved at the sole discretion of a single County employee, the Director of Planning and Building Department (or their designee)
      1. This employee determines if the change is
        - a. Minor relative to the project as a whole (problematic as there is no definition of minor)
        - b. Consistent with the DA (this is often subjective)
        - c. Consistent with the General Plan (there is existing significant objection, from EDH APAC and individuals, with respect to County staff's analysis and interpretation of General Plan consistency. EDH APAC is concerned about future determinations)
        - d. Does not change analysis with regards to the EIR (this is potentially a very complicated undertaking that should not be left to the interpretation of a single staff member)
    - ii. No public review, notice or comment period
    - iii. No oversight by elected officials
      1. These determinations should not be made at the "sole discretion" of a County employee
  - c. DA 2.5.1 Reduction in Planned Densities is confusing with respect to the potential for increased densities



- i. DA 2.5.1 states “Submitted applications which are consistent with the permitted uses identified in the Specific Plan shall be considered consistent with this Agreement. Submitted projects shall be approved for such sites in accordance with the provisions of the Specific Plan, and density, or lack thereof, shall not be a basis upon which any such submitted map may be denied.” (emphasis added)
  - 1. 2.5.1 identifies the densities shown on the large lot tentative maps submitted with the proposal as simply “Planned Densities” rather than “Maximum Densities.”
  
- ii. Actual densities can vary, but there are no meaningful limits in the DA
  
- iii. One sentence in 2.5.1 states the developer may not increase above planned maximums. However, a prior sentence, quoted above, states that “density...shall not be a basis upon which any submitted map may be denied.”
  - 1. the language is confusing and self-contradictory
  
  - 2. The EDH APAC Subcommittee, based on prior experiences of dissatisfaction with modification requests to previous Specific Plans, Planned Development overlays, and other projects that provided for a determination by the Director of Planning and Building Department, prefers that instead of placing the determination authority with a single County employee, that a subcommittee be established for these ministerial determinations. Our suggestion is that this conceptual Subcommittee be comprised of:
    - a. The Director of the Planning and Building Department: serving as subcommittee chair
  
    - b. The Director of Transportation
  
    - c. The Chair of the Planning Commission, or another Planning Commissioner designated by the Planning Commission
  
    - d. A senior member of the CAO’s office
  
    - e. A senior member of the County Auditor Controller’s office
  
    - f. Findings be presented to the public, and allow for public comment at either a Planning Commission hearing or Zoning Administrator hearing
  
    - g. For the sake of transparency, this would provide County residents with assurances that modification requests are evaluated and thoughtfully reviewed by multiple County departments, and lessens the potential for critical review

considerations to be overlooked or missed. It still provides the developer the flexibility to modify the CEDHSP to meet market conditions, and market opportunities, and keep the modification process to a ministerial level.

- d. DA 3.2.1 Dedication of Country Club Drive Right of Way is unclear with respect to the alignment of Country Club drive
  - i. There is no definitive determination as to whether Country Club Drive will extend through the Raley's shopping center or connect at Serrano Parkway. "County has determined its preferred alignment is to connect at Serrano Parkway"
    - 1. A preference is not a requirement nor an agreement
    - 2. Elsewhere in the Development Agreement, it is unclear as to the final alignment of Country Club Drive
  - ii. There is no process for determining where Country Club Drive terminates. It appears to be at the Developer's option
- e. DA 3.2.3 Off-site Right-of-Way inaccurately states the County's potential use of eminent domain to secure access through the Raley's shopping center is not intended as a means to aid the CEDHSP Project as a private undertaking. The Development Agreement states use of eminent domain is solely related to building Country Club Drive as part of the County's overall circulation plan
  - i. The Development Agreement states specifically that the County agrees to use the eminent domain process for the purpose of securing emergency vehicle access for the Project
  - ii. Emergency vehicle access through Raley's is solely a requirement of housing the Developer proposes to build on the old golf course behind Raley's and has *nothing to do with building Country Club Drive* as part of the County's circulation plan. Eminent domain acquisition of such right of way, therefore, is for private benefit.
  - iii. Use of the eminent domain process for private benefit is not allowed under California Law. It is only available for public use.
    - 1. "The power of eminent domain may be exercised to acquire property only for a public use." (Cal. Civ. Pro. Code [§1240.010](#))
    - 2. This explains why the Staff Report explicitly states emergency vehicle access through the Raley's shopping center is a public use when, in fact, it is a requirement to develop the property for private gain. There are other methods of providing emergency vehicle access, but all of them would likely decrease the developable land area and increase the cost of

the Project.

3. This is distinct, for example, from deciding emergency vehicle access is required for an existing project and using eminent domain to secure such access.
- f. DA 3.2.4 Community Benefit Fee has been reduced dramatically and is used for County purposes rather than for the benefit of El Dorado Hills, the community that will bear the negative impacts of the CEDHSP
- i. The fee has been reduced from \$6,000 per unit to \$4,174 per unit (\$2,087 for multifamily) but is now adjusted for CPI
    1. Does not appear to be an adequate trade off given the price of housing has gone up by 30-40% in this area since the January 2020 Planning Commission meeting
    2. Community Benefit Fee is reduced while profitability of the CEDHSP has increased dramatically. Further, it has been reduced even though we have experienced extreme inflation over the past 12 months, which means the value of the dollars specified in the Development Agreement are already 12% less than 2020 dollars
    3. The total Community Benefit Fee (without CPI adjustment) is \$3,548,000 vs the original \$6,000,000 (assuming 1,000 units total).
      - a. If one adjusts for inflation, the original Community Benefit Fee is worth \$6,744,000 in April 2022 versus November 2019. Thus, in real dollars, the Community Benefit Fee has been reduced by \$3,196,000, or almost 50%, in the current Development Agreement
        - i. This analysis does not take into account the fact that home prices have increased dramatically faster than overall inflation
        - ii. If home prices continue to increase faster than inflation in the coming years, as they typically do, then the Developer will continue to benefit disproportionately with respect to the current fee arrangement
      - b. Given the potential profit on this project has soared in the past two years, reducing the Community Benefit Fee seems to move in the wrong direction.
  - ii. EDH APAC previously commented that this fee is essentially a payoff to the County to approve the project and questioned its legality

- g. DA 3.2.5 Workforce Housing is not defined with respect to location within the Pedregal multifamily land, land size, unit mix, or any other metric.
  - i. The DA defines “workforce housing” as 50 units affordable to households earning 80% of Area Median Income and 50 units affordable to households earning 100% of AMI
    - 1. It does not further define the mix of units or household size. This is problematic because Area Median Income varies based on family size as does the number of bedrooms necessary for a household. This results in neither the county nor the community knowing what the delivered result will be with respect to Workforce Housing
    - 2. The DA states “Construction of Workforce Housing is a County priority,” yet the term Workforce Housing is only defined in the Development Agreement and not in the General Plan. It is impossible to know if the Project meets general plan goals or policies in this respect without a definition outside of CEDHSP documents
  - ii. The Development Agreement contains a single paragraph on Workforce Housing and does not specify critical items. These items are almost always specified in Development Agreements in other cities and counties. Such critical items include:
    - 1. Square footage requirements (e.g. are affordable units smaller than similar market rate units? What is the total square footage of affordable units?)
    - 2. Unit mix (e.g. number of studios, 1 bdrm, 2 bdrm, 3 bdrm) and whether or not the mix of affordable units must be in proportion to market rate units. Without this specification, the Developer is free to build only studio units while neglecting units for families.
    - 3. Unit location in the development (e.g. are affordable units interspersed among market-rate units or are they in separate areas or buildings? What prohibits locating affordable units in the least desirable areas?)
    - 4. Standards for construction (e.g. there is no language saying affordable units have to be built to the same standard, finishes and amenities as market rate units)
    - 5. No language regarding distribution of amenities (e.g. will affordable units have the same amenities as market rate units? Will the affordable units be charged for amenities otherwise provided without charge to market rate units?)

- iii. The Development Agreement does not provide for a mechanism to monitor the rental of affordable units nor an agency for oversight
  
- iv. The Development Agreement provides that the developer is not required to build Workforce Housing. If the Developer decides not to build Workforce Housing, the County can request the Developer to transfer “multi-family” land to the County
  - 1. The Developer can choose not to build Workforce Housing by transferring land to the County and incur no further penalty
    - a. “...County shall have the right to request dedication of the multi-family zoned portion of the Pedregal site to the County...” if construction has not commenced within 3 years of the date of the Development Agreement. Developer “...shall thereafter deed the property to the County...”
  
  - 2. The Developer must exercise “commercially reasonable efforts to market the Pedregal multifamily site to builders experienced in such projects.”
    - a. This means if the Workforce Housing is not profitable, the Developer can, and likely will, transfer land to the County in lieu of building such housing
  
    - b. The Developer can build all of the profitable market rate units without building affordable housing and suffer little or no penalty. If building Workforce Housing is unprofitable, it might be more profitable to simply dispose of the land by deeding it to the County.
  
    - c. No time limits with respect to building Workforce Housing versus market rate units. The Developer can delay Workforce Housing virtually indefinitely
      - i. The Development Agreement states, “...a goal of construction commencement within three (3) years from and after the Effective Date...” but provides no penalties or incentives to accomplish this goal
  
    - d. No definition of “commercially reasonable”
  
  - 3. It is not clear which land must be transferred in lieu of building affordable housing
    - a. There is no multi-family zoning in the CEDHSP. Thus, the language in the Development Agreement referring the transfer of multi-family zoned land is essentially meaningless



a. A studio can be priced at \$1,431 to \$1,789 per month

3. It is notable that the Development Agreement does not set any specific standard for calculating rent nor does it specify allowable security deposits or charges for amenities such as parking

<https://www.hcd.ca.gov/docs/grants-and-funding/inc2k22.pdf>

<https://www.edcgov.us/Government/longrangeplanning/LandUse/Pages/General-Plan-Housing-Element---2021.aspx>

vii. RHNA defines moderately affordable housing as housing affordable to households earning 80-120% of Area Median Income. Thus, the Workforce Housing element applies toward RHNA moderate housing but not what is most needed: extremely low, very low, and lower income housing. The latest RHNA allocation for El Dorado County is 840 units in the “moderate” category and 4,154 units in other income categories.

[https://www.sacog.org/sites/main/files/file-attachments/proposed\\_rhna\\_plan\\_2020-1-27\\_0.pdf?1588205260](https://www.sacog.org/sites/main/files/file-attachments/proposed_rhna_plan_2020-1-27_0.pdf?1588205260)

1. No analysis is provided that the Workforce Housing element of the CEDHSP helps meet the County’s share of RHNA

2. The Staff Report states:

a. “County staff believe that the County has land use capacity sufficient to meet the RHNA...the [CEDHSP project is] not assumed in the existing or anticipated RHNA for the County.”

b. In other words, the CEDHSP is not necessary to meet RHNA requirements

c. The CEDHSP does not provide housing for low or very low income households. These are the two RHNA categories with which El Dorado County will have the most difficulty. The County’s 2029 Regional Housing Needs Allocation requires 2,163 low and very low income units

viii. Current best practice is to mix affordable housing with market rate units and to also provide both for-sale and for-rent affordable housing. The Development Agreement does neither

h. DA 3.2.6 Dedication of Parkland in Excess of Obligation uses language that (a) allows for the entire Parkland Dedication to revert to the Developer and (b) makes parkland dedication contingent on the number of units the Developer chooses to build.

- i. The 15.3 acre Parkland Dedication adjacent to the freeway reverts to the developer if the parkland is not “maintain[ed] for park purposes or the owner attempts to transfer ownership of the property”
  - 1. Either the land is dedicated or it is not. Reversionary clauses mean the dedication is contingent and not truly dedicated to the County and community.
  - 2. The Developer is securing vested rights to develop 98 acres of open space as medium and high density housing and apartments. Parkland Dedication is meant to partially offset the loss of 98 acres of open space and recreational facility land. Clearly, the Developer should not have a reversionary interest in land exchanged for these vested rights
  - 3. A primary concern is what the Developer might want to build on the 15.3 acre Parkland Dedication. If the land reverts to the Developer, then the Developer gets to build on the former Executive Golf Course without replacing any of the land with parkland. If the Developer does not wish to build on the land in the future, then there should be no objection to removing the reversionary clause
  - 4. Undeveloped land is open space. It is a valuable asset to the community even if it is not maintained.
  - 5. The County may, in the future, wish to transfer ownership of the property for some purpose to benefit the community that is not currently identified. Such a transfer triggers the reversionary clause
  - 6. “Maintain the property for park purposes” is not defined
- ii. The amount of Parkland dedication is contingent on how many units the Developer decides to build
  - 1. Per the Development Agreement, paragraph 3.2.6: “So long as the approved Project includes a minimum of 700 units,” then the Developer will dedicate 15.3 acres of Community Park. “If the approved Project contains less than 700 units, then the required dedication acreage shall be adjusted downward to meet Quimby Act requirements.”
    - a. EDH APAC finds that meeting base Quimby Act requirements is inadequate compensation to the community in exchange for converting the former Executive Golf Course to medium and high density housing
  - 2. The Developer is securing vested rights to build medium and high density housing on the old golf course. For the rights to build on 98 acres of open space / recreational facility land, the Developer is agreeing



to dedicate 15.3 acres for parks. The fact that the developer might choose to build less housing should not impact the trade of 98 acres for 15.3 acres.

- a. The 1988 EDHSP is a prime example of this: the Developer has elected to build 21% fewer units than originally anticipated and, if the CEDHSP transfers Village D1 Lots C and D, then the final number of units in the EDHSP will be even less
3. The wording in the Development Agreement is contradictory with respect to timing:
- a. DA 3.2.6 gives the Developer the right to reduce Parkland Dedication if fewer than 700 units are built
  - b. The Development Agreement has a term of 20 years. The Developer might not know how many units are ultimately built for 20 years in the future
    - i. Yet, DA 3.2.6: “Developer shall be required to dedicate the entire park parcel within sixty days of receipt of EDHCSD’s written determination whether to accept the Community Park Site or the Potential Relocation Park Site...”
    - ii. And DA 3.2.12 requires EDHCSD to notify the developer of its decision within 1 year of the Effective Date of the Development Agreement
  - c. If EDHCSD has to decide within 1 year as to which park it wants and the Developer must dedicate the park within 60 days of that decision, then how does the County know how much parkland the Developer is to dedicate given the amount of Parkland Dedication is contingent on the number of units built?
  - d. If the Developer dedicates the full 15.3 acre site and ultimately builds fewer than 700 units, then what happens to the parkland dedication? Can the Developer require reversion of a portion of the dedication in order to build commercial or residential units?
- iii. The 15.3 acres of Community Park meets the explicit Quimby requirements of the project and should in NO WAY be considered an adequate offset for the rezoning of 98 acres of recreational facilities (RF-H) that has benefited the El Dorado Hills community since the early 1960s. While the total acreage dedicated meets the minimum Quimby requirements, such requirements are an inadequate measure of the parkland dedication that should be required from the Developer

- iv. The Development Agreement continues to erroneously count the 1-acre HOA site as parkland when it is, in fact, the site for an HOA building and a landscape buffer benefiting the Developer and not the community.
  - v. The entire 15.3 acre site adjacent to the freeway is counted toward Quimby calculations notwithstanding the fact that the 15.3 acre site is likely to also be used for a park and ride parking lot and might be used as a landing for a pedestrian overcrossing. Both of these items severely limit and restrict the site for use as a park.
- i. DA 3.2.7 Dedication of 11 Acre Civic / Limited Commercial contains a reversionary clause that (a) should be removed and (b) contradicts other language in the paragraph:
- i. Paragraph 3.2.7 includes a reversionary clause that states “in the event that the EDHFD, or another public agency selected by the County, has not commenced construction of a senior citizens center or similar public facility within ten (10) years after acceptance of dedication, the Civil (sic)/Limited Commercial property shall, at the option of the Developer, revert to Developer.”
  - ii. Reversionary clauses are unacceptable because they make dedication of land contingent when, in fact, the dedication is partial compensation to the community for the loss of 98 acres of open space / recreational facility land
    - 1. If the County does not construct something due to budgetary, permitting, environmental or other constraints, then the land reverts to the developer
    - 2. As with the 15.3 acre site, the biggest concern is that the Developer will secure ownership of the dedicated property for further building. This means the Developer will build on 98 acres of open space land without providing any compensation in terms of land for community benefit
    - 3. The dedication of the land is proposed as a significant benefit of the project to El Dorado Hills—but, in fact, it is contingent and may be removed
  - iii. Paragraph 3.2.7 is self-contradictory: It requires that a senior center (or similar) is built on the C-CL 11 acre parcel or the land reverts to the Developer. But it also says “...Developer intends to provide an opportunity for EDHFD or other public or quasi-public entity to develop a senior citizens center, emergency operations center or recreational amenity on this 11 acre parcel...”
    - 1. So which is it: senior center or reversion? Emergency operations center or reversion? Recreational facility or reversion?

2. The language states senior center or reversion but this precludes the other potential uses identified in paragraph 3.2.7
  3. “Quasi-public entity” is not defined and it is unclear the purpose of including such language
  4. In the provision “*Senior center (or similar)*” - “similar” is not defined. Expressly, what does “similar” encompass?
- iv. While the EDHFD is an important and trusted organization in the EDH Community, EDH APAC questions the appropriateness of assigning the EDHFD a task and element outside of its charter. The EDHFD, chartered as a CA Special District, provides fire and public protection to the EDH Community. Providing additional services, such as determining the use and buildout of the C-LC site at taxpayer expense, is outside of its charter and inappropriate.
  - v. Residents of the largest senior communities in El Dorado Hills have indicated to EDH APAC that the C-LC senior center project site will not benefit the needs of the largest concentration of senior citizens in the County residing in Heritage and Four Seasons. The proposed center may have a “feel good” flavor, but the location north of HWY 50 will have marginal benefit.
  - vi. EDH APAC finds that the dedication of the 11 acre C-LC land provides some community benefit, but:
    1. it is not significant relative to the loss of potential recreation opportunities on the former Executive Golf Course
    2. It is subject to reversion to the Developer
- j. DA 3.2.9 Developer to Construct 1-Acre Neighborhood Park and Form a Funding Mechanism for Maintenance of All Project Parks inaccurately describes the 1-acre parcel as a neighborhood park and includes it in Quimby calculations as excess parkland
    - i. The 1-acre site is not a park, but a location for the HOA building
    - ii. Most descriptions of the proposed “1-Acre Neighborhood Park” can be more accurately described as a landscape buffer and not land designated for park use
  - k. DA 3.2.10 Developer Contribution to Pedestrian Overcrossing is a contribution toward a facility that is primarily of benefit to the Project
    - i. Staff and Developer did not provide an analysis with respect to the usefulness or viability of building a pedestrian overcrossing
      1. There is little visible pedestrian traffic walking from Serrano to the Raley’s shopping center, much less to Town Center using existing pedestrian walkways. While it is nice to think that El Dorado Hills will

become a pedestrian and bike-centric community, the fact remains that it is unlikely due to its geography. El Dorado Hills is primarily a vehicle-based bedroom community and will become more so if the CEDHSP is approved.

2. There are no studies supporting or suggesting that an overcrossing will be widely used or that it is of any benefit to the community
  3. It appears the main benefit of a pedestrian overcrossing would be for the CEDHSP project
- ii. The cost of a pedestrian overcrossing, \$15 to \$20 million based on recently built projects in California, makes it unlikely to ever be constructed. If it is constructed, the Developer contribution is a small fraction of the total cost. Further, it is likely there are far better uses for such large amounts of money such as community facilities, parks, and open space recreation
  - iii. While Staff have described a pedestrian overcrossing of US50 as a project that “*could*” \*easily\* qualify for grant funding, past staff assumptions regarding grant funding have missed the mark - to the point of low to NO grant funding materializing in subsequent years to support the assumption of grant funding that allowed the County to lower (then) TIM fee rates for Commercial Development (an offset), resulting in an unbalanced TIM Fee program. In fact, even a highly desirable roundabout project on Lotus Road at the Luneman Rd/Gold Hill Rd intersection at Sutters Mill School did not win out in competition for grant funding awards, a project that would have enhanced transportation and pedestrian safety at a public school site. Linking elements of a Specific Plan Development Agreement with the assumption of winning grant funding for a public works project seems inappropriate.
- I. DA 3.2.12 Option for EDHCSD to Relocate Park Facilities appears to be filler to address community concern with respect to loss of the golf course yet provides no viable alternative
    - i. The CSD was not consulted with respect to this option. The CSD has said 11 acres is not adequate for a nine-hole golf course as described in the DA
    - ii. If the CSD were to exercise this right, then the developer would gain control of the 15-acre park site adjacent to the freeway for “commercial, multi-family or other residential uses, as determined by the Developer.”
      1. Any Quimby shortfall caused by this would be made up by payments in lieu rather than parkland dedication
    - iii. EDH APAC questions whether such an option, if exercised, would benefit the community or only the residents of the Project. As proposed, the mini golf

course site is surrounded by homes.

- iv. From the applicants' exhibit (entered into Legistar DURING the April 28, 2022 Planning Commission Hearing) of the conceptual 11 acre Relocate Public Park Facilities option, it appears it would result in a significant portion of the 11 acres being used for vehicle parking and not for recreational facilities.
- v. 3.3.1 Calculating Credits and Reimbursements provides that the Developer is reimbursed for its costs of constructing Country Club Drive Phase 1 notwithstanding that such construction is necessary to serve the project and should be borne as a project cost.
- m. Draft Development Agreement 1.16 List of EXHIBITS 1 - 13: MISSING
  - i. On page 8 of the Draft Development Agreement section 1.16 defines the list of supporting exhibits:
    - Exhibit 1: Specific Plan
    - Exhibit 2: Conditions of Approval
    - Exhibit 3: Property Map
    - Exhibit 4: Property Legal Description
    - Exhibit 5: Fiscal Impact Analysis
    - Exhibit 6: Public Facilities Financing Plan
    - Exhibit 7: Country Club Drive Conceptual Alignment and Phasing
    - Exhibit 8: Parkland Dedication Grant Deed
    - Exhibit 9: C/LC Parcel Dedication Grant Deed
    - Exhibit 10: Open Space Easement
    - Exhibit 11: Potential Park Relocation Site
    - Exhibit 12: ITS Project Limits/Study Area
    - Exhibit 13: Assignment Agreement
  - ii. These Exhibits are not included anywhere in Legistar. EDH APAC is concerned that the CEDHSP has been presented to the public and the Planning Commission in the absence of material elements for review and comment

## **6. REMOVAL OF VILLAGE D1 LOTS C & D FROM THE 1988 EL DORADO HILLS SPECIFIC PLAN AND THE SERRANO HOA**

- a. EDH APAC has previously questioned the legality of removing elements of an existing reviewed, considered, approved, and implemented SPECIFIC PLAN.
- b. EDH APAC is not aware of any County analysis of the relevant issues of such transfer. Relevant issues include the many impacts to the 1988 EDHSP, the legality of such transfer, the input of the Serrano Owners Association ("SOA"), and the reliance of existing homeowners and HOA members on the EDHSP documents

- i. Is there an impact on the mitigation, density, circulation, environmental, or open space elements of the 1988 EDHSP by removing Village D1 Lots C & D, altering the 1988 EDHSP, and placing the parcels into a new SPECIFIC PLAN (CEDHSP)?
    - 1. The 1988 EDHSP contemplates numerous benefits, mitigation, and fiscal impacts to the community and the County (including fiscal, transportation, circulation, air and noise quality, open space)
    - 2. Does altering a 34 year old Specific Plan, that was considered as a comprehensive project, negatively impact the County or community?
    - 3. Does the alteration of the 1988 EDHSP solely benefit the applicant? If not, what are the public benefits outside of the trade of converting Village D1 Lots C and D to open space in exchange for development rights on the former executive golf course?
    - 4. The 1988 EDHSP considered densities of about 6,000 dwelling units over 20 years, and is now projected to build out at just over 4,700 dwelling units over 30-plus years.
      - a. Has the development held true to what was considered, analyzed, and approved as impacts and mitigation with the reduction of the build out?
    - 5. The EDHSP originally specified two 18 hole golf courses. One course has not been built and the land was converted to open space and housing. Has this been analyzed with respect to converting Village D1 Lots C and D to open space while removing the recreational opportunities afforded by the current zoning of the former executive golf course?
  - ii. Does the transfer of lots out of the Serrano Owners Association require the approval/consent of the Serrano Owners Association members?
    - 1. The HOA documents appear to state, explicitly, that a vote of members is required in order to remove lots from the HOA
  - iii. Is compensation owed to the Serrano Owners Association and its member owners as a result of the alteration of their member agreement and CC&Rs?
    - 1. The Serrano Owners Association calculates assessment levels, as well as annual, near term, and long term budgets, based on the financial needs of various individual and shared cost centers across many villages.
- c. EDH APAC questions the legality of unilaterally removing lots from the Serrano HOA
- i. Can an outside entity (i.e. Serrano Associates/ Parker Development / The County of El Dorado) alter a private legal agreement (Serrano Owners Association CC&Rs and member owners - codified under the California

Department of Real Estate) at the request from a third party (Serrano Associates/Parker Development) and sanctioned by Government action (El Dorado County via the auspices of approving the proposed CEDHSP)?

- ii. Is this a question of illegal takings from the private Serrano Owners Association and its member owners given there are measurable benefits to the SOA and its members for retaining Village D1 Lots C and D in the SOA?
  - iii. There has been public discussion by groups of Serrano El Dorado Owners that would seek to oppose the removal of Village D1 lots C & D from the Serrano Owners Association (SOA), and the suggested violations of existing private party CC&Rs that would be codified by government fiat via approval of the CEDHSP.
    - 1. Even if the project were to be approved by the Board of Supervisors, community groups (El Dorado Hills Open Space, groups of Serrano Owners Association members, for example) have hired attorneys, and could tie up the project in court.
  - iv. EDH APAC is aware of the March 8, 2022, letter from attorney Marsha A. Burch, representing Open Space El Dorado Hills, Inc. (“OSEDH”), to Gina Hamilton of the Planning and Building Department ([EXHIBIT 1MBurch\\_2022.3.8-Comment-letter-re-DEIR-CEDHSP.pdf](#)). Said letter addresses this issue and asserts such transfer is illegal under applicable CC&Rs. EDH APAC is told that OSEDH has not received a response from the County
    - 1. The arguments made in said letter are compelling and should be discussed and analyzed for the benefit of the Planning Commission and Board of Supervisors
    - 2. EDH APAC requests that the County provide a comprehensive response to the claims made in Ms. Burch’s letter prior to moving forward with a vote on the CEDHSP at the Planning Commission
  - v. The project should not be voted on nor approved if the legal standing is not addressed.
- d. If the transfer of Village D1 is legal, EDH APAC questions whether the County has completed steps necessary to change the land use of Village D1 in the absence of (a) an opinion from County counsel and (b) analysis by County staff with respect to impacts and mitigation, and (c) general plan and specific plan consistency.
- i. California Government Code §65455 “...no zoning ordinance may be adopted or amended within an area covered by a specific plan unless it is consistent with the adopted specific plan.”

- ii. Transferring land out of the 1988 El Dorado Hills Specific Plan and changing its use to open space appears to be inconsistent with the EDHSP
  - iii. No consistency analysis has been provided by the County
  - iv. No impact or mitigation analysis has been provided by the County
- e. Outside of legal procedural concerns, EDH APAC questions the future protection of open space in Village D1 Lots C and D
  - i. How will the title to the converted open space of Village D1 Lots C & D be held?
  - ii. What protects the rezoned Village D1 Lots C & D from a future rezone request for development?
    - 1. Lots C & D were rezoned in the original 1988 EDHSP for residential R1 development under the auspices of the comprehensive Specific Plan, yet here we are attempting to rezone them again 34 years later (beginning 24 years after the initial EDHSP approvals) to an alternate use.
    - 2. The former Executive Golf Course is designated as open space and zoned as recreational facilities, yet the CEDHSP will convert it to medium and high density housing
  - iii. The language of the Draft Development Agreement indicates that the Developer can ask for future modifications as a ministerial act.
  - iv. The protections afforded to future HOA owners in the Serrano Westside Plan Area via private CC&R contract is in doubt, evidenced by the fact that the existing Serrano Owners Association, and their Owner Members, seemingly have no voice in the land use of Village D1 Lots C&D, regardless of their 20-plus year CC&Rs.
- f. Would a NO DEVELOPMENT/Perpetual Open Space Clause via deed restriction on Village 1 Lots C & D provide protection against changes, ministerial or by the Board of Supervisors, to the CEDHSP in the future?

**7. LEGALITY CONCERNS WITH RESPECT TO CONVERSION OF THE FORMER EXECUTIVE GOLF COURSE TO MEDIUM AND HIGH DENSITY HOUSING**

- a. Were El Dorado Hills property buyers from the early 1960s through 2006 enticed/incentivized to purchase property based on the PUBLIC Golf Course Amenities or views?
- b. Did property owners adjacent to the PUBLIC Executive Golf Course pay a lot premium for their proximity to the PUBLIC Executive Golf Course? Did this result in written/unwritten covenants?



- i. EXHIBIT LEGAL 1 URL Repurposing Golf Courses and Other Amenities That Burden the Land: Covenants Running Forever - A Transactional Perspective 52 UIC J. MARSHALL L. REV. 603 (2019) [follow url]  
<https://repository.law.uic.edu/cgi/viewcontent.cgi?article=2791&context=lawreview>
- ii. EXHIBIT LEGAL 2 URL Beyond the Green: The Legal Land Use Controls Involved with Golf Course Closures MICHAEL SCHIMIDT [follow url]  
<https://digitalcommons.law.villanova.edu/cgi/viewcontent.cgi?article=1404&context=mslj>
- iii. EXHIBIT LEGAL 3 URL SC Supreme Court Finds No Takings After Council Denies Rezoning for Golf Club Property [follow url]  
<https://lawoftheland.wordpress.com/2013/01/19/sc-supreme-court-finds-no-takings-after-council-denies-rezoning-for-golf-club-property/> OPINION: [follow url]  
<http://sccourts.org/opinions/HTMLFiles/SC/27208.pdf>
- iv. EXHIBIT LEGAL 4 URL Repurposing Golf Courses: Legal Issues and Complications Reid Wilson, Wilson Cribbs + Goren, Houston, TX February 2018 [follow url]  
[https://cdn.ymaws.com/acrel.site-ym.com/resource/resmgr/News\\_and\\_Notes/February/Wilson-Golf\\_Course\\_Repurposi.pdf](https://cdn.ymaws.com/acrel.site-ym.com/resource/resmgr/News_and_Notes/February/Wilson-Golf_Course_Repurposi.pdf)
- v. EXHIBIT LEGAL 5 URL ORANGE CITIZENS FOR PARKS AND RECREATION et al. v. THE SUPERIOR COURT OF ORANGE COUNTY - ORANGE CITIZENS FOR PARKS AND RECREATION et al. v. MILAN REI IV LLC et al [follow url]  
<https://casetext.com/case/parks-v-superior-court-of-orange-cnty-3>

## 8. DEFECTIVE EIR—does not meet statutory requirements of CEQA

- a. CEQA law: “The EIR shall discuss any inconsistencies between the proposed project and applicable general plans, specific plans and regional plans.” (Cal. Code Regs. Tit. 14, §15125)
- b. Case law further supports that the EIR shall discuss inconsistencies:  
  
“[W]hile there is no requirement that an EIR itself be consistent with the relevant general plan, it must identify and discuss any inconsistencies between a proposed project and the governing general plan. Because EIRs are required only to evaluate “any inconsistencies” with plans, no analysis should be required if the project is consistent with the relevant plans.” (Pfeiffer v. City of Sunnyvale City Council [2011] 200 Cal.App.4th).
- c. The obvious defect is that the EIR does not discuss General Plan inconsistencies as required by CEQA as documented in the previous section

- i. It is unclear to EDH APAC that the EIR even discusses consistency with the General Plan. Attachment 6 to the Staff Report (Document 9I), *General Plan Consistency*, does not appear to be part of the EIR yet appears to be the only document to look at consistency outside of the Staff Report. Even then, Attachment 6 does not analyze nor discuss inconsistencies.
  - ii. The Staff Report implies that inconsistencies exist (“State law and published case law identify that perfect conformity...is not required...” *Staff Report page 30*). Nevertheless, the EIR never discusses such inconsistencies and the Staff Report explicitly declines to discuss them.
- d. EDH APAC is concerned that the traffic analysis in the FEIR does not meet CEQA EIR requirements
  - i. The existing traffic study was conducted during severe Covid-imposed restrictions including school, government and workplace closures and work-from-home requirements. The study adjusted measurements upward by 15% to account for this, but this appears arbitrary and inadequate
  - ii. See Section 10, [Concerns About Traffic Impacts](#), paragraph g, for more details

**9. DEFECTIVE CEQA FINDINGS WITH RESPECT TO ZONING CONSISTENT ALTERNATIVE (Staff Report Attachment 8, Document 9K)**

- a. As required by law, Staff Report Attachment 8, *CEQA Findings of Fact and Statement of Overriding Considerations*, analyzes alternatives to the CEDHSP. One alternative is “No Project.” (EDH APAC agrees with the Developer’s representative, Kirk Bone, that another alternative examined, “Zoning Consistent”, is the same as “No Project.” *EDH APAC meeting May 12, 2021*)
- b. Staff analyzes the “No Project” alternative based on how well it meets the objectives of the CEDHSP: “The No-Project Alternative...would not meet the project objectives related to walkability, bicycle and pedestrian access, and transit opportunities. It would not meet the project objective of improving connectivity of the regional roadway network...”
- c. Comparing the “No Project” alternative outcomes to the objectives of the proposed CEDHSP is a defective analysis. Just as a law’s existence cannot be the source of its own constitutional validity, we cannot look to the outcome of a development to automatically rule out the beneficial outcomes of all alternative land uses. We know the outcomes will be different with different uses. The Staff Report uses such circular logic to dismiss more desirable alternatives because those alternatives do not meet the objectives of the CEDHSP. See [Attachment BIASED ANALYSIS OF ALTERNATIVES IN THE FEIR](#) for further analysis.

## 10. CONCERNS ABOUT TRAFFIC IMPACTS GENERALLY AND SERRANO PARKWAY / COUNTRY CLUB DRIVE INTERSECTION IN PARTICULAR

- a. The CEDHSP project purports to generate in excess of \$20 million for the County TIM Fee program (now TIF Program), yet leaves multiple existing El Dorado Hills intersections (after mitigation) operating at Levels of Service (LOS) D and E, substantially worse than existing conditions. ([EXHIBIT TRAFFIC 1-4](#))
  - i. Recognizing that Level of Service metrics are no longer a CEQA consideration, they remain part of the Adopted 2004 Voter Approved General Plan, along with a handful of voter approved LOS focused ballot measures. The El Dorado Hills Blvd-Park Drive/Saratoga Way intersection impacts were a major concern of EDH APAC findings in the 2019 FEIR.
  - ii. Even consistent with the R-FEIR and the Country Club Drive-Serrano Parkway alignment option - which is included as staff preferred option - the El Dorado Hills Blvd-Park Drive/Saratoga Way intersection functions “acceptably”, but remains at a significantly negative impacted level.
- b. The El Dorado Hills Blvd-Serrano Parkway/Lassen Lane intersection is projected to worsen LOS metrics in every instance in the Cumulative plus Project measurements, including going from overall intersection LOS B for Peak PM Hour Existing conditions, to LOS D in the Cumulative plus Project PM Peak hour. A project that worsens circulation to a much lower acceptable LOS standard, while at the same time championing the net \$20 million-plus contribution to the TIF Program is of absolutely NO benefit for El Dorado Hills residents. (EXHIBIT TRAFFIC 1-4)
- c. The new Country Club Drive-Serrano Parkway intersection purports to function adequately. Difficult to define are the impacts to Serrano residents at the Penela Way-Serrano Parkway intersection, a few hundred feet away from the proposed Country Club Drive-Serrano Parkway intersection. Also unknown and undefined are the design elements of the new intersection for westbound Serrano Parkway traffic at the bottom of a significant downhill grade, on a curve from south to west.
- d. Alignment of the new Country Club Drive-Serrano Parkway intersection may best be configured as Country Club Drive continuing to the existing El Dorado Hills Blvd-Serrano Parkway/Lassen Lane intersection, and converting Serrano Parkway to terminate at the new Country Club Drive-Serrano Parkway intersection. This would better facilitate the suggested benefits of the Country Club Drive extension as a parallel capacity roadway for US50, and to support the projected traffic volume increases from future commercial development at Silva Valley Parkway and Country Club Drive.
- e. Alignment of the Country Club Drive-Serrano Parkway intersection should incorporate a direct connection to any roadway constructed in the Serrano Westside Plan Area north

of Serrano Parkway that expects to connect to Serrano Parkway - i.e - a four-way aligned intersection.

- f. Seemingly undefined in the analysis, is the impact(s) to Wilson Blvd behind the EDH Fire Department station 85, and negative impacts to their response times to public safety and health in El Dorado Hills, if Wilson Blvd were to be extended further in the Serrano Westside Plan Area.
- g. The Country Club Drive Connection analysis done by Fehr & Peers on October 29, 2021 which is referenced in Attachment 9Q calculated "existing conditions" using an arbitrary 15% increase in traffic levels to account for changes in travel due to the pandemic. The entire analysis is dependent upon the 15% increase accounting for, with scientific certainty, the travel decreases observed in October and November 2020 when (1) the county was under a pandemic mandatory stay at home order, and (2) holiday travel was discouraged and even banned in some parts of the state. Schools were not in session, and mandatory work from home policies were in effect for state employees and most private employers in the area.

To be relied upon as the basis for scientific analysis, calculations must be certain and based on proven methods. The unilateral and unsupported use of 15% rather than a more accurate 50% increase negates the entire study and renders the projections for future impact void and unreliable. As such, we recommend the staff request further traffic analysis by the applicant. Projections of future impact must be accurate for long term planning needs and to ensure compliance with the General Plan.

## **11. NEGATIVE FISCAL IMPACTS**

- a. In reviewing the Fiscal analysis previously published (December 2016 ) it was stated the result of the proposed project was a general fund deficit of \$438,000 and a \$56,000 deficit in the county road fund. There is no updated fiscal analysis in the current documents, but allowing for inflation, the deficit will be greater in today's dollars. Further confusing to the public is the applicant's claim (in both-in person hearings and in writing) of a \$20 million benefit to the County TIM fee program (now TIF program)
- b. Even if the county controller/auditor has declined to perform a financial analysis of this project, an updated analysis is critical before making a decision to approve or not approve this project. In the absence of the cooperation of the county auditor, the county should hire a consultant to perform a current financial analysis
- c. Significant financial changes in the Development Agreement (DA) from the previous DA issued in 2019 include a decrease from \$6000 to \$4174 in the "benefit fee" collected by the county at the time of issuance of each residential building permit. It is not stated why this fee was decreased (section 3.2.4). While the addition of a Consumer Price Index (CPI) assessment escalation mechanism is welcomed, there appears to be no reason for

the fee decrease between the 2019 Draft DA and the 2022 Draft DA. See [Section 5 Development Agreement, paragraph f](#), for further analysis

- d. Elimination of "transfer fees" in the current draft DA. In the 2019 version of the DA it states in section 3.2.5: "Developer agrees to the establishment of a voluntary Property Transfer Fee to be imposed on all future sales within the Project. It will be collected at close of escrow for each sale and shall be calculated at a rate of one quarter percent (0.25%) of the sales price of the property in question." This is eliminated in the current draft DA. This results in a net loss to the County. EDH APAC questioned the actual benefit to El Dorado Hills in our January 2020 findings.
- e. Section 3. 2.1 in the Development Agreement Dedication of Country Club Drive Right of way. The Development Agreement states the Developer will dedicate to the County, in lieu of condemnation and with no compensation to the developer, those segments of right of way owned and/or controlled by Developer in order to minimize cost to County. This implies the Developer is "giving" the County a benefit. However, the Developer would need to build phase 1 of Country Club Drive anyway, from El Dorado Hills Blvd to the eastern boundary of the project, to provide access to the southern elements of the Serrano Westside Plan Area of the project. Developer is not really giving the County anything, other than use of the road.
- f. Section 3.2.1, 3.2.2 of the DA (Construction of Country Club Drive) states that the Developer and County will need to enter into a credit and reimbursement agreement , and conditions of the agreement are to be satisfied before phase 2 construction will begin. Developer is to have received credits, applicable dollar for dollar, in an aggregate amount equal to the total construction cost of Phase 1 of Country Club Drive. However, the County does NOT traditionally pay for roadways that are part of a project or on the border of a project. County should not be paying any credits for construction of Country Club Drive, phase 1
- g. Section 3.2.1, 3.2.2 In regard to Phase 2 of Country Club Drive, from the eastern project border to Silva Valley Parkway, the Developer is dedicating the right of way at no cost. However, dedication is predicated upon the County providing all wetland and other permits necessary for construction of Phase 2, and all construction plans and specification in a bid-ready format. In addition, the Developer and County will have the credit and reimbursement agreement in place for the developer to receive credits or dollar for dollar reimbursement for all construction costs in connection with Phase 2 of Country Club Drive. Although Phase 2 of Country Club Drive is not part of the Project, the Project will directly benefit from the construction of Phase 2 in that it will provide an alternate route to highway 50, and also provides a direct route to the future retail/commercial development on Silva Valley, which will probably include a Costco. At times when El Dorado Hills Blvd traffic is significantly congested, project residents would be able to take Silva Valley around to Town Center shopping and theaters. So even though Developer is "giving" the County right of way, Developer is receiving considerable

enhancement to the project by the building of Phase 2. Developer is also being reimbursed by credits or dollar for dollar all costs to build phase 2 of Country Club Drive. The County is only receiving a right-of-way.

- h. Section 3.2.2 The Construction of Country Club Drive, item 3 states: *(3) Developer and County have entered into a credit and reimbursement agreement pursuant to Section 3.3 hereinafter, and Developer has received the credits provided hereunder, applicable dollar for dollar, in an aggregate amount equal to the total construction cost of Phase 1 of Country Club Drive, inclusive of typical "soft costs" and a construction management fee, together with any and all permitting costs incurred by Developer in connection with processing and securing permits necessary to construction of Phase 2.* Meaning, in addition to reimbursement, the Developer potentially adds an additional profit center at County expense.
- i. Draft DA Section 3.2.11 Contribution to Grading of the Civic/Limited Commercial Site specifies: *Developer shall contribute up to One Million Dollars (\$1,000,000.00) to the cost of grading the 11 acre Civic/Limited Commercial site provided that the site development includes a "senior center" or similar facility dedicated to the needs of senior members of the community. This contribution shall be made directly to the public entity to which this property is dedicated within thirty (30) days of that entity's request therefor, provided the entity has signed a contract for such grading, detailing the costs thereof, a copy of which shall accompany the request.*
  - i. The contribution to grading purports to be a community benefit, but if a "senior center" fails to become a reality, the \$1 million community benefit vanishes.
  - ii. The 'similar facility' description actually provides no specification as to what similar facilities may be. This needs black and white clarification.
  - iii. DA Paragraph 3.2.7 states the purpose of the C/LC 11 acre parcel is "to provide an opportunity for EDHFD...to develop a senior citizens center, emergency operations center or recreational amenity..." However, DA Paragraph 3.2.11 provides for a contribution to grading only if a "senior center or similar facility" is built
  - iv. Elsewhere, the funding of the grading of the Civic/Limited Commercial site is included as part of the Public Facilities Financing Plan, via proposed CFD (that is, funded entirely by the future residents of the Plan Areas). If the Senior Center/Similar Facilities project does not materialize, how does that impact the determination of assessment levels in the CFD - especially if the applicant evokes the reversionary clause on the C/LC property after ten years?
- j. Draft DA Section 3.7 Public Financing includes: *County and Developer acknowledge and agree that facilities eligible to be financed through the CFD shall include, without limitation, Country Club Drive, the trails, wetlands and open space amenities, grading of*

*the C/LC site, a recycled water line for EID, if necessary, a sewer line upgrade and, potentially, the pedestrian overcrossing construction drawings, environmental review and permitting costs, EID fees and any and all development impact fees applicable to the Project.*

- i. Portions of the grading of the C/LC 11 acre site is proposed as a community benefit from the applicant elsewhere in the Draft Development Agreement. Here it is being financed not by the applicant as a community benefit, but via the auspices of the proposed CFD - essentially by future property owners in the development. If the grading of the C/LC 11 acre site is proposed as a community benefit, it should be financed by the applicant, and not by future property owners in the project plan areas.
- k. Draft DA Section 3.8 Funding and Construction of Public Improvements includes: *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.* Except potentially for the right of way for an emergency vehicle access road (possibly by eminent domain action of the County) between the proposed Country Club Drive Option alignment and Park Drive via the Raley's Shopping Center. This potential action undoubtedly would be at the cost of El Dorado County Taxpayers

## **12. WETLANDS, SPRINGS, SEEPS**

- a. Error in the R-FEIR: ECORP's 2009 map for wetland delineation on the Executive Golf Course property indicates 11 ponds on the old executive golf course. The ECORP text in the RFEIR indicates 9 ponds.
  - i. The FEIR discusses the ponds on the former site of the EDH Golf Course. The discussion concludes that the ponds on the course were only there as water features, fed by irrigation systems. But a closer examination reveals errors and inconsistencies that suggest incomplete and possibly careless work. The biology firm's 2009 map for wetland delineation on the "Executive Golf Course" shows 11 ponds on the course, and the map includes acreage of each one. But their text in the FEIR claims 9 ponds. How many are there?
  - ii. A map in the FEIR points out Ponds 1, 2, and 10, but then includes a number of other ponds to add to the confusion, including some not on the 2009 map (FEIR: 277).
  - iii. Is this discrepancy due in part to the drought and other development? This discrepancy needs to be reviewed and corrected, along with the accuracy of the maps and documents filed with the Corps of Engineers.

- iv. There seem to be too many errors in these reports to be final documents. It is vitally important to note that the financial consequences of ignoring water resources can be very substantial, as well as environmentally catastrophic.
  
- b. A book by one of the original developers of EDH, who took part in the building of the golf course, states that the golf course builders ran into a problem with “perched springs” during construction. The springs had to be re-routed and piped and were diverted into the many ponds. No one knows the points of origins of the waters. Serrano Associates is planning houses on these springs, a choice with substantial risk, without knowing where the water is originating and its extent. (*The Story of El Dorado Hills*, Carl Kowall, WestBow Press November 17, 2017)
  
- c. Numerous parties in EDH report that springs under houses and in yards in the vicinity have created problems. Some of these problems include flooding under the house, excess moisture in the home leading to mold, and cracking of features such as driveways.
  
- d. In the vicinity of the golf course, the former fire station, now used as the senior center, has required repairs related to water damage. The section of EDH Boulevard adjacent to the golf course north of the junction with Serrano Parkway is severely potholed, with recent repairs making the number of potholes even more obvious. The potholes could easily be the result of water damage from springs. This should be evaluated.
  
- e. The Pedregal plan area has challenges with water as well, being covered in seeps and springs. Water runs from these springs all year long. The proposed multi family / apartments lie on the channel of the flow from a basin filled by the many springs. This water is one channel of the waters that flow to Deer Creek and then to the Cosumnes River near Elk Grove.
  
- f. Maps from 1895 and 1908 indicate a reservoir called “Mormon Reservoir” that covered the area below the archery range, on what is now El Dorado Hills Boulevard, was fed by the Pedregal Plan Area seeps and springs. ([EXHIBIT WETLANDS1 Reservoir](#))
  
- g. These issues bring up major financial questions that every county taxpayer should have answered. If the county approves development on an area where there is copious evidence of water problems, which entity will be responsible? Is it the developer? Is it the insurance company providing homeowner’s insurance? Is it the county? Is this included as a clause in the real estate disclosures with all involved parties saying you could have water problems, but we are not responsible? Or does it come back around to be a taxpayer issue with the new homeowner suing the County for repair since the county will have allowed this project to proceed without proper geological studies and corresponding attempts to find a solution. On the other hand, if the Serrano Westside Plan Area continues to be zoned for recreation, it is a far simpler matter to deal with.



- h. What is the potential for damage to the public streets external to the private roads in the new development that will be built in the vicinity of springs? Do the taxpayers of the County assume the responsibility of paying for on-going road repairs for the water damage?
- i. Since the County now knows in advance about this issue, how can this happen? This will create costs for the public if the project is approved as proposed.
- j. The firm that did the biological study cites the same book with the spring information that EDH APAC references (*The Story of El Dorado Hills*, Carl Kowall, WestBow Press November 17, 2017), suggesting they were aware of the problem but seemingly chose to ignore it. Possibly that is because of the age of the project studies—many are out of date. This issue of springs was conveyed at the 2020 public meeting and in letters ostensibly “answered” in the R-FEIR document. It was known and should have brought about additional research by one of the other Serrano consultant firms.
- k. The inescapable conclusion is that this project proposes to build numerous residences and associated improvements on springs that will inevitably cause substantial damage and that inadequate study has been undertaken that comprehensively documents this problem and suggests alternatives to mitigate such damage.
- l. Analyzing the appropriateness of building on seeps and springs is crucial.
- m. Additionally, many aspects of the Draft Development Agreement hinge upon the County being able to obtain Wetland Permits. Pointedly, Section 3.6.1 Wetland Permitting, specifies that the County will be applying for wetland permits for the construction of the anticipated Country Club Drive extension. Specifically **Section 3.6.1 provides:**  
*“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, Phase 2 Improvements. County shall exert its best efforts to timely secure all necessary permits. Developer agrees to assist with processing County’s applications utilizing Developer’s project team and consultants, if and to the extent County requests such assistance, provided that any and all costs incurred shall be eligible for credits against TIFs, as contemplated by Section 3.3.1 above.”* The issue of seeps and springs should be thoroughly analyzed before placing the County, and taxpayers, in any jeopardy.

### 13. CEQA BIOLOGICAL CONCERNS

- a. A report dated July 31, 2021 authored by Helix Environments on behalf of Lennar relating to the Carson Creek Preserve. While focused on the Carson Creek Specific Plan, the biological findings have relevant information in support of revised CEQA findings for

the CEDHSP

- b. The attached extraction ([EXHIBIT CEQA BIO 1](#)) from the Helix report ([EXHIBIT CEQA BIO 2](#)) shows California Natural Diversity Database (CNDDDB) observations of endangered, threatened and special concern species within five miles. As the report notes, the bald eagle, great egret, and north American porcupine were observed within the area encompassing the CEDHSP
- c. Helix also confirmed migratory birds and other birds of prey, protected under 50 Code of Federal Regulations (CFR) 10 of the Migratory Bird Treaty Act (MBTA) and/or Section 3503 of the California Fish and Game Code, have the potential to nest in the trees within the riparian woodland and on the ground within the annual grassland within the Preserve. Several birds protected under the MBTA and/or Section 3503 of the California Fish and Game Code have been observed including: northern mockingbird (*Mimus polyglottos*), mourning dove (*Zenaida macroura*), turkey vulture (*Cathartes aura*), cliff swallow (*Petrochelidon pyrrhonota*), northern harrier (*Circus cyaneus*), red-winged blackbird (*Agelaius phoeniceus*), and western scrub-jay (*Aphelocoma californica*). A variety of other migratory bird species may also utilize the area for nesting or foraging
- d. HELIX Environmental, on behalf of developer Lennar, dated prior to the August 2021 approval of the Carson Creek Specific Plan amendment. The biological findings confirm the presence of as many as 32 species of concern within a five mile radius of the Carson Creek Preserve. That radius includes CEDHSP land mass. The U.S. Corp of Engineers and CA Dept of Fish and Wildlife have oversight on the Preserve AND the impact upstream flows. Although known to Lennar at the time of the CCSP amendment hearings, the new biological findings were not forthcoming. Lacking this new information, the County Planning department concluded that the 1997 negative declaration showing no species of concern would remain valid. This is clearly in error.
- e. Several related items to consider:
  - i. The CEDHSP R-FEIR volume 1, section 3.3, identifies two species of concern, the pallid bat and the western bed bat. On information and relief, the species previously identified from the HELIX study are not reflected in the FEIR or in subsequent staff reports.
  - ii. It appears that none of the HELIX findings are incorporated in the current staff report on the CEDHSP proposal.
  - iii. CEDHSP R-FEIR volume 3, appendix b 7.3.42, requires the maintenance of the Carson Creek tributaries. That would include flows to the Carson Creek Preserve.
  - iv. In their wisdom, the developers of the General Plan took a holistic view whereby all specific plans are interconnected.

- v. R-FEIR Vol 3 figure 3 ([9H – Attachment 5\(3\) CEDHSP RFEIR 04-28-22](#) PDF page #321) show 7 "verified" wetlands.
- f. EDH APAC subcommittee members suggest an examination be conducted relative to the pallid bat, California red-legged frog, western pond turtle, vernal pool fairy shrimp, vernal pool tadpole shrimp, white-tailed kite, and tricolored blackbird

#### 14. ANNUAL REVIEW

- a. EDH APAC expressed concerns about the adequacy and thoroughness of Specific Plan Annual Reviews of the Applicants' previous project, the 1988 EDHSP, in our January 2020 findings for the first FEIR. While the 1988 EDHSP was a 20 year Development Agreement, the specific plan area is still under development 34 years later. Several years of annual review seem to be missing or are unable to be located by the public.
- b. As a specific example: During the 2019-20 Planning Commission review of the modifications to the 1988 EDHSP Subdivision Tentative Map for Serrano Village J7 TM18-1536 PD18-0005, the Planning Commission expressed concerns that the annual reviews were incomplete, and to satisfy their own concerns, directed the applicants to provide an update of the project requirements that had been met to-date for both the conditions of approval for the 1988 EDHSP, as well as elements of the Development Agreement. While it was eventually determined that the applicant was compliant in both regards, documentation to confirm that annual reviews had been performed consistently was either missing or difficult to locate
- c. The EDH APAC Subcommittee believes that, for full transparency, a specific date should be established for each calendar year for the annual review to be published upon the County of El Dorado's website for availability to residents of El Dorado County.

#### 15. RHNA AND HOUSING STOCK

- a. While it is important to have housing options such as condos/townhomes/attached homes, due to the requirement of Mello Roos or other Community Financing District (CFD) for financing public services, road maintenance, and so on, these units will not be affordable. Even if the base price for a townhome is reasonable and affordable, when Mello Roos, HOA, and/or LLAD fees are added to a mortgage, the townhome becomes unattainable for even moderate income buyers.
- b. The Staff Report states "County staff believe that the County has land use capacity sufficient to meet the RHNA...the [CEDHSP project is] not assumed in the existing or anticipated RHNA for the County." (*Staff Report, pg 38*)"

However, the Staff Report also states that the CEDHSP will "assist in meeting the

County's 2029 Regional Housing Needs Allocation of 4,994 housing units that consists of 2,163 very low and low income units..." This appears to be misleading:

- i. To the extent that the County will have difficulty meeting RHNA requirements in the future, it is with respect to the extremely low, very low, and lower income categories.
- ii. None of these categories are addressed by the CEDHSP

## **16. CONCERNS REGARDING CONTINUING USE OF THE SAME CONSULTANTS FOR TECHNICAL STUDIES**

- a. Over the course of nine years (2006-2015), Serrano Associates hired the same firm to do 29 biological studies. Most, if not all, of these studies are expired now, so would it not be more sensible for the County to hire a neutral party to re-do the studies needed for an up-to-date EIR? "Fresh eyes" would be advisable to note some of the changes that have occurred in the intervening seven years, changes due to drought, fires, wildlife migration, wetlands locations, and other developments in the region. At this point, it might be difficult for the biologists to admit to any errors or issues in prior work. A neutral party would be preferred.
  - i. Both preliminary jurisdictional determinations are out of date (2017 and 2011); the USACE needs current mapping to work with before anything proceeds toward permitting. Serrano Associates should not assume a permit(s) will be issued.
  - ii. This is likely true for the other out of date studies. A new consultant with no previous relationship with Serrano might not be afraid to have different findings
  - iii. As an example, for cultural resources, there is no fair evaluation even attempted of the historic value of the golf course. Immediately after the meeting at the District Church, Serrano Associates hired the same group who did the cultural resource study years ago to evaluate the golf course. Their resource evaluation included substantive errors that would affect an evaluation, including the surprising and totally wrong assertion that there was another 27-hole golf course one mile north of the Executive Course, seemingly making this executive course of little importance as compared to the non-existent larger one nearby. This is ridiculous – such a course was never built. It is pure fabrication. Their conclusions are simply wrong.
- b. It is a major mistake to not recognize that the Executive Golf Course that the consultants "completely surveyed" is 60 years old! It therefore requires recordation for both the Section 106 federal review for the USACE and for CEQA review (FEIR:289). Perhaps a different cultural resource consultant group with no relationship with Serrano Associates

might be a better choice for an up-to-date evaluation and site recordation.

## **17. OTHER CULTURAL RESOURCE ISSUES**

- a. There are a number of cultural resource issues cited in the R-FEIR that have problems. The author used the wrong ethnographic group in the DEIR text, and then corrected it to Nisenan based on public comments. But after that was done, the remainder of the section remained unchanged, calling some of the sites together the “Pedregal Archaeological District” (PAD). They then conclude that the “PAD” is eligible by virtue of its association with Miwok habitation, by direct association with members of the Miwok, and by overall association with a federally recognized tribe (FEIR:292). But if it is Nisenan, how can this be true? It can’t be. So what does this mean? Apparently, no technical editing or examination of the text for accuracy and consistency has been completed.
- b. The last Native American consultation effort is 8 years old. The federal agencies (and the County) need a fresh round of consultation, based on what the current plans are for the Native American sites and what the current consultation efforts reflect (FEIR:290).
- c. The mitigation measures do not appear to be revised to reflect the changes in the project, and suggest movement of buildings and parking areas are still in progress, with final plans yet to be prepared, including plans trying to save sites (FEIR: 294-299).
- d. The archaeologists claim no impact to the one major prehistoric site on the property, allow for fencing during construction, but provide no measures for long-term protection, other than asking for reburial of artifacts, an incomplete solution inasmuch as they still do not know the final configuration of buildings.

## **18. QUALITY OF THE FEIR**

- a. As well as some specific errors as cited above, the FEIR is full of other gratuitous errors and technical failings, suggesting last-minute preparation of this document with no concern for accuracy, despite the overwhelming importance of this project to the community. A few examples:
  - i. The document authors continually misspell Pedregal as “Predegal.”
  - ii. The American River is erroneously described as being 5 miles southeast of the project area, which is geographically inaccurate and obvious to anyone who looks at an area map.
- b. What is the hurry to approve this markedly flawed study? Are these mistakes intended to be the basis for a project that will forever alter the tenor of life in El Dorado Hills? This document needs more rigorous work to make it a quality final document.

- c. Such a final document should include the results of updated studies, reflecting what is to be impacted, not what a consultant saw in 2006, 16 years ago. In order to protect the County, and especially the wallets of the county's taxpayers, there needs to be a fair assessment done of project impacts, and fiscally responsible development of appropriate mitigation measures. The Corps of Engineers will also receive all of this information. They seem to be more demanding than the County and require higher quality work.

## ATTACHMENT GP1: GENERAL PLAN INCONSISTENCIES

The El Dorado County General Plan (GP) sets forth specific goals, objectives, and policies to guide the growth and development of El Dorado County (the County). To that end, any EIR must identify and evaluate inconsistencies with the General Plan:

*“The EIR shall discuss any inconsistencies between the proposed project and applicable general plans, specific plans and regional plans.” (Cal. Code Regs. Tit. 14, §15125)*

However, the Staff Report explicitly discounts inconsistencies and the FEIR simply ignores them. This is a very narrow view that is taken without explanation except for this statement from the Staff Report:

*“The consistency analysis is focused on consistency with policies because policies are specific statements that guide decision-making. They are a commitment of the local legislative body to a particular course of action. By contrast, goals are a general expression of community values and therefore may be abstract. Objectives are specified ends, conditions,, or states that are intermediate steps toward attaining a goal” (Staff Report page 23 and repeated multiple times elsewhere)*

This notwithstanding the fact that the General Plan itself states that goals should be used to determine consistency:

*“It is the task of the decision makers to weigh project benefits and consequences up against the General Plan as a whole. The merits of a project should ultimately be determined by its consistency with goals, objectives, and policies of all the elements of the land use map (Introduction Chapter of the General Plan, emphasis added)*

Surprisingly, this very section is quoted in the Staff Report and then subsequently ignored with respect to General Plan goals.

Consistent with the introductory chapter of the General Plan, EDH APAC finds that the goals, objectives, and policies of the General Plan are all critical elements and should be examined for inconsistency. If goals and objectives are not integral to the General Plan, then it begs the question: Why have any goals in the General Plan?

EDH APAC expresses concern over the following inconsistencies:

## 1. Inconsistent with General Plan Land Use Element

a. **GOAL 2.1: LAND USE. “Protection and conservation of existing communities and rural centers; creation of new sustainable communities; curtailment of urban/suburban sprawl; location and intensity of future development consistent with the availability of adequate infrastructure; and mixed and balanced uses that promote use of alternate transportation systems.”**

- i. Staff does not address the clause “Protection and conservation of existing communities”. Given the definitive rejection of the CEDHSP by advisory vote, it is impossible to argue that CEDHSP protects and preserves the existing community when the existing community opposes it by an overwhelming margin.
- ii. Based on the thousands of public comments received by the Planning Commission, it is clear that a significant concern of community members is that the CEDHSP will damage, rather than conserve, the existing community of El Dorado Hills

b. **Objective 2.1.1: COMMUNITY REGIONS. [deleted for brevity]...Provide opportunities that allow for continued population growth and economic expansion while preserving the character and extent of existing rural centers and urban communities, emphasizing both the natural setting and built design elements which contribute to the quality of life and economic health of the County.**

- i. Staff does not address this objective. It is very similar in wording to Goal 2.4 below. Given that Objective 2.1.1 is similar to Goal 2.4, we can take it to mean that this is something seriously contemplated by the GP even though it was ignored by Staff.

It is impossible to find consistency between GP Objective 2.1.1 and the CEDHSP. We know conclusively that CEDHSP is inconsistent on this point because the advisory vote showed greater than 90% of voters are opposed to the plan. To claim CEDHSP is consistent with Objective 2.1.1 is the equivalent of saying community residents do not know what they value in their community and that they should have no say in its composition.

Specifically, based on the advisory vote, CEDHSP clearly does not preserve the character of existing urban centers nor does it contribute to the quality of life of County residents. Residents of the affected community value the area’s existing character, which includes open space as it currently exists and as it is currently



designated under the General Plan.

- ii. Further, as with Goal 2.1 and in violation of Objective 2.1.1, the thousands of public comments received by the County clearly express a significant concern of residents that the CEDHSP:
  - 1. destroys, rather than preserves, the character of the existing community
  - 2. Detracts from, rather than emphasizes, the natural setting of El Dorado Hills which contribute to the quality of life of its residents
  
- c. **Policy 2.2.5.3: “The County shall evaluate future rezoning: (1) To be based on the General Plan’s general direction as to minimum parcel size or maximum allowable density; and (2) To assess whether changes in conditions that would support a higher density or intensity zoning district. The specific criteria to be considered include, but are not limited to, the following:”**

- i. **4. Distance to and capacity of the serving elementary and high school**

- 1. Notwithstanding anything said in the DEIR, Oak Ridge is at capacity currently. Will children living in the CEDHSP be transported to a distant high school? If so, then approval of the CEDHSP without addressing this issue would ignore the “Distance” consideration.

- ii. **15. Existing land use patterns**

- 1. Existing land use in the CEDHSP area is primarily open space. Using such land for medium and high density residential is clearly not consistent with the existing land use.

More broadly, land use patterns surrounding the CEDHSP are primarily low intensity / low density residential and undeveloped land. The CEDHSP proposes 330 apartments/high-density-residential on the old golf course land and 200 apartments in the Pedregal Planning Area. A total of 530 apartments is clearly not consistent with existing land use patterns.

Staff ineffectively addresses this issue by claiming consistency based on nearby residential use. This is a very narrow interpretation of the General Plan and an inaccurate representation of the type of housing proposed in the CEDHSP and how it relates to existing housing nearby.

- 2. Further, EDH APAC interprets the existing land use pattern in the Westside Serrano Planning Area as *Open Space–Recreational Facility*. As such, it should incorporate significant open space-recreational facility

use. The old golf course is a large piece of land and should be looked at holistically with respect to current use. It is not simply a small lot adjacent to a residential area, in which case it might make sense to look at uses of adjacent lots.

**d. GOAL 2.3: NATURAL LANDSCAPE FEATURES. Maintain the characteristic natural landscape features unique to each area of the County**

- i. As with Goal 2.1, Staff ignores this and, instead, focuses tightly on a specific objective. CEDHSP clearly does not maintain the “characteristic natural landscape features” as required by Goal 2.3. The plan exchanges open space, natural grasslands, existing wetlands and undeveloped slopes for medium and high density residential and apartment units.

Staff erroneously claims consistency because the CEDHSP complies with Policy 2.3.2.1 “Disturbance of slopes thirty (30) percent or greater shall be discouraged to minimize the visual impacts of grading and vegetation removal.” However, this policy is only a subset of Goal 2.3.

**e. GOAL 2.4: EXISTING COMMUNITY IDENTITY. Maintain and enhance the character of existing rural and urban communities, emphasizing both the natural setting and built design elements which contribute to the quality of life, economic health, and community pride of County residents.**

- i. Staff does not address Goal 2.4 nor any of its delineated policies, likely because it is impossible to find consistency between GP Land Use Goal 2.4 and the CEDHSP. We know conclusively that CEDHSP is inconsistent with Goal 2.4 because the advisory vote showed greater than 90% of voters are opposed to the plan. To claim CEDHSP is consistent is the equivalent of saying community residents do not know what they value in their community and that they should have no say in its composition.

Specifically, based on the advisory vote, CEDHSP clearly does not contribute to the quality of life of County residents. Residents of the affected community value their community’s existing character, which includes open space as it currently exists and as it is currently designated under the General Plan.

- ii. Staff, the Planning Commission, and the Board of Supervisors can look to the thousands of public comments it has received, many of which are concerned that the CEDHSP damages the character of the existing community and subtracts, significantly, from the quality of life and community pride of El Dorado

Hills residents

- f. **Policy 2.4.1.2 The County shall develop community design guidelines in concert with members of each community which will detail specific qualities and features unique to the community as Planning staff and funds are available. Each plan shall contain design guidelines to be used in project site review of all discretionary project permits. Such plans may be developed for Rural Centers to the extent possible. The guidelines shall include, but not be limited to, the following criteria (...list follows):**

- i. As with other goals, objectives and policies, staff does not address Policy 2.4.1.2. If the County is abiding by this policy, then it will abide by the Advisory Vote, in which greater than 90% of community members voted against approval of the CEDHSP. If the Board of Supervisors approves the CEDHSP, then it is clearly not developing guidelines in concert with members of the community. CEDHSP is a discretionary project and the County is bound by Policy 2.4.1.2. To say this does not apply because such guidelines do not exist is to sidestep this issue.

- g. **Policy 2.4.1.5 The County shall implement a program to promote infill development in existing communities.**

- i. **B. Project sites may not be more than five acres in size and must demonstrate substantially [sic] development has occurred on 2 or more sides of the site**

1. Staff ignores this policy. Per the CEDHSP document, the proposed specific plan is an infill program, but it is greater than five acres and it does not demonstrate substantial development has occurred on two or more sides of the site. In most of the Serrano Westside Planning Area portion of the CEDHP, development has occurred on only one side of the site.

From the CEDHSP document:

“The Plan Area is mostly undeveloped, however it is an infill property surrounded by existing residential and non-residential development”  
(2-6)

“The following opportunities illustrate the positive aspects of the Plan Area and the Project Proponent has integrated these criteria into the land use concept: ...Utilize undeveloped or underdeveloped infill locations...” (2-38)

“...the Plan Area is considered an infill location...” (7-1)

2. The most recent Staff Report responds to this issue by claiming the program does not exist and, if it did, would not be relevant to the CEDHSP because it is greater than 5 acres.

Please see EDH APAC comments above with respect to the problematic labeling of the CEDHSP as infill development in the [“Inadequacy of Staff Report”](#) section.

**ii. D. Approval of a project would not result in any significant effects relating to traffic, noise, air quality, or water quality.**

1. The DEIR recognizes significant effects relating to air quality. Its conclusions with respect to traffic effects are concerning.

**h. GOAL 2.5: COMMUNITY IDENTITY. Carefully planned communities incorporating visual elements which enhance and maintain the rural character and promote a sense of community.**

- i. Again, Staff does not address the specific goal of the GP and the CEDHSP is obviously not consistent with Goal 2.5. Besides being part of the GP, development at Village D-1 Lots C and D will have minimal impact on the visual elements which enhance and maintain the rural character and promote a sense of community. However, development on the currently designated open space in the CEDHSP area will have a major impact that will negatively affect the rural character and sense of community of El Dorado Hills.
- ii. The community knows what enhances and maintains its identity. Please see the thousands of public comments, many of which express concern about damage to the community identity of El Dorado Hills

**2. Inconsistent with the General Plan Housing Element**

**a. Policy HO-1.25 The County shall encourage programs that will result in improved levels of service on existing roadways and allow for focused reductions in the Traffic Impact Mitigation (TIM) Fee. Such programs may include, but not be limited to, analyzing the traffic benefits of mixed-use development.**

- i. Staff does not address this policy. Clearly, CEDHSP does not encourage improved levels of service on existing roadways. Given it is a discretionary project and requires a zone change, the burden is on the County and Developer to show it is part of a program that meets Policy HO-1.25, otherwise it is inconsistent with the GP.

Additionally, Policy HO-1.25 can be met through the land use designations of the existing GP. CEDHSP adds nothing to further this policy.

### **3. Inconsistent with General Plan Conservation and Open Space Element**

**a. GOAL 7.6 OPEN SPACE CONSERVATION. Conserve open space land for the continuation of the County’s rural character, commercial agriculture, forestry and other productive uses, the enjoyment of scenic beauty and recreation, the protection of natural resources, for the protection from natural hazards, and for wildlife habitat.**

i. Staff does not address Goal 7.6 directly. The CEDHSP clearly reduces open space, so it cannot be consistent with the goal of conserving open space. Staff asserts the CEDHSP is consistent with the GP by focusing narrowing on Objective 7.6.1.1.E (see below).

**b. Objective 7.6.1 IMPORTANCE OF OPEN SPACE. Consideration of open space as an important factor in the County’s quality of life.**

i. **Policy 7.6.1.1 The General Plan land use map shall include an Open Space land use designation. The purpose of this designation is to implement the goals and objectives of the Land Use and the Conservation and Open Space Elements by serving one or more of the purposes stated below. In addition, the designations on the land use map for Rural Residential and Natural Resource areas are also intended to implement said goals and objectives. Primary purposes of open space include:**

- 1. C. Maintaining areas of importance for outdoor recreation including areas of outstanding scenic, historic and cultural value; areas particularly suited for park and recreation purposes including those providing access to lake shores, beaches and rivers and streams; and areas which serve as links between major recreation and open space reservations including utility easements, banks of rivers and streams, trails and scenic highway corridors.**
- 2. E. Providing for open spaces to create buffers which may be landscaped to minimize the adverse impact of one land use on another**

a. By ignoring all but subsection E, Staff asserts the CEDHSP is consistent with Goal 7.6. But a comprehensive read of Goal 7.6 including Objective 7.6.1.1.C shows the CEDHSP is, in fact, inconsistent with the GP. It is true that the CEDHSP provides for open space, but it does so by reducing total open space in the specific plan area. It is incorrect to consider trading more open space for less open space as consistent with Goal 7.6 and its

subsections.

Further, we cannot foresee future uses of what is currently open space—recreation facility. Part of the CEDHSP area was once a golf course and, according to the CEDHSP proposal, constructed as a marketing tool to attract homebuyers to El Dorado Hills (2.5.1). Those homebuyers, the current members of the community, should not lose the possibility of again seeing that land used for recreational purposes. In the future, the open space in the CEDHSP area might be used for another form of recreation vital to the community. Goal 7.6 states, specifically, that the County is to “maintain areas of importance for outdoor recreation including...areas particularly suited for park and recreation purposes...” This goal alone makes the CEDHSP materially inconsistent with the GP.

#### **4. Inconsistent with the Parks and Recreation Element**

**a. GOAL 9.1: PARK ACQUISITION AND DEVELOPMENT. The County shall assume primary responsibility for the acquisition and development of regional parks and assist in the acquisition and development of neighborhood and community parks to serve County residents and visitors**

**i. Policy 9.1.1.1 [Lists a table showing guidelines for acres of park per 1,000 population]**

1. Staff asserts consistency with the GP because the CEDHSP provides for a 15 acre Community Park and a 1-acre neighborhood park with the *potential* for an 11-acre park site at the limited commercial / civic designated site.

There are multiple problems. First, these parks come at the cost of a significant amount of open space and the option for the creation of future recreational opportunities on the existing open space land. The community, by way of the Advisory Vote, clearly stated it would rather maintain existing open space than have the parks promised by the CEDHSP. If the CEDHSP is to be consistent with Goal 9.1, then it must be consistent with the wants and desires of the community.

Second, Staff has not demonstrated a need for these additional parks by showing a deficiency in park space as outlined in Policy 9.1.1.1.

Third, the parks proposed by the project sponsor are inadequate: One is tucked against the freeway in a noisy and undesirable location where many might not want their children breathing particulate matter from highway 50. Further, the parkland is also slated for a park and ride parking lot and a possible landing area for a pedestrian overcrossing. Such uses will significantly decrease the land available for park use.

The other is on the corner of El Dorado Hills Boulevard and Serrano Parkway. This is a busy intersection--most parents will not be comfortable with their children playing or tossing a ball in this location. Further, after construction of an HOA building, the park space at this location will be well under 1 acre.

Fifth, Staff brings up a *potential* park as part of its consistency argument. If it's not *required* in the CEDHSP, then it should not be considered as consistent with the GP.

Sixth, Staff did not address the park space that would otherwise be required on development of Village D-1 Lots C and D. The CEDHSP most likely sees a loss of park land on those lots. This is also a negative impact on the existing 1988 EDHSP, which is a codified element of the Adopted 2004 Voter Approved General Plan itself. As such, it is inconsistent with the 1988 EDHSP and must be analyzed by the FEIR.

Again, Staff has taken a very narrow view of the intent of the GP in order to declare consistency. A comprehensive read shows the CEDHSP is largely inconsistent with Objective 9.1.1

## ATTACHMENT: PARK LOCATION AND EXPOSURE TO TACS

The proposed 15.3 acre parkland dedication is adjacent to US 50. Not only is this unpleasant for users of the proposed park, but the location poses significant health risks recognized by the State of California. The California Environmental Protection Agency and California Air Resources Board (CEPA/CARB) recommends that new sensitive land uses, specifically including playgrounds, be sited at least 500 feet from freeways because the populations that use such facilities are vulnerable to cancer and other negative health effects as the result of exposure to high levels of air pollution and particulate matter. The most vulnerable populations identified by CEPA/CARB are the exact ones expected to spend time in the proposed park: children, pregnant women, the elderly, and those with existing health problems.

While cancer risk is a significant concern, *the non-cancer health effects are serious*: reduced lung function in children was associated with traffic density (Brunekreef, 1997); increased asthma hospitalizations associated with living within 650 feet of heavy traffic (Lin, 2000); increased asthma symptoms within 300 feet of freeways (Venn, 2001); asthma and bronchitis symptoms associated with proximity to high traffic in an area with otherwise good air quality (Kim, 2004); increased medical visits in children living within 550 feet of heavy traffic (English, 1999). CEPA/CARB found that “in these and other proximity studies, the distance from the roadway and truck traffic densities were key factors affecting the strength of the association with adverse health effects.”

CEPA/CARB also states “...proximity to freeways increases potential cancer risk and contributes to total particulate matter exposure.” It found relative cancer risk is 300-1700 near freeways--that means 300-1700 times more likely and should give you pause.

The risk is so great that state law prohibits the siting of schools within 500 feet of freeways with 100,000 vehicles per day. Caltrans counts peak month traffic on Highway 50 at Latrobe Road at 106,000 vehicles per day (average), well within CEPA/CARB's advisory parameters.

Interestingly, CEPA/CARB suggests that the County's general plan and related zoning be used to avoid pollution related health risks identified above. Nevertheless, these exact health risks are an inherent part of the CEDHSP proposal. Without the CEDHSP, the general plan works as intended and minimizes health risks to vulnerable members of the community.

EDH APAC recognizes many of these studies looked at residences near freeways. However, the link between health risks and exposure near freeways is not only indisputable but also what CEPA/CARB relied upon when making its recommendations.

Please see the following for reference:



<https://ww3.arb.ca.gov/ch/handbook.pdf>

[http://ph.lacounty.gov/place/docs/DPH%20Recommendations%20to%20Minimize%20Health%20Effects%20of%20Air%20Pollution%20Near%20Freeways\\_Final\\_March%202019.pdf](http://ph.lacounty.gov/place/docs/DPH%20Recommendations%20to%20Minimize%20Health%20Effects%20of%20Air%20Pollution%20Near%20Freeways_Final_March%202019.pdf)

## ATTACHMENT FEIR BIAS: BIASED ANALYSIS OF ALTERNATIVES IN THE FEIR

Chapter 4 of the FEIR, Alternatives Analysis, analyzes alternative development options based on whether such options meet the *CEDHSP objectives*. It is circular logic: the CEDHSP objectives did not exist until the CEDHSP was proposed and the objectives were written explicitly to incorporate the features of the CEDHSP. Such objectives are the objectives of the Developer and should not be used as a basis of evaluation for development alternatives. If analyzed in this way, it is obvious that alternative land uses, particularly the “No Project” option, will never meet the CEDHSP objectives. Of course, whether or not they meet the CEDHSP objectives is really a meaningless question.

One should keep in mind the purpose of the “Alternatives Analysis.” It is to provide information to members of the community, the Planning Commission, and the Board of Supervisors with respect to potential uses of the property. While the FEIR Alternatives Analysis does this, it provides such information in an extremely biased manner that favors the CEDHSP. The FEIR dismisses alternative uses based on the fact that they do not meet the Developer’s objectives (in the form of the stated Project objectives).

Further, the FEIR describes the Project objectives as the “County’s primary objectives for the project.” This is misleading given the FEIR clearly picks aspects of the project that meet desirable outcomes without identifying the genesis of such objectives. If, in fact, the County started with objectives and then designed this project around such objectives, then why does staff maintain a “neutral” official position yet provide biased analysis in the Staff Report and attached documents?

Finally, if the county wishes to compare various development opportunities based on a set of objectives, the correct method is to create a list of goals and objectives and then see which land use is most consistent. Fortunately, this has already happened in the form of the General Plan goals, objectives and policies. As previously noted, EDH APAC finds the CEDHSP is materially inconsistent with the General Plan and the as-zoned alternative is perfectly consistent.

Instead, the FEIR presents the community with:

“The alternative screening criteria are listed here and are described below in detail.

- **Ability to meet project objectives**—the extent to which the alternative fulfills the [P]roject’s objectives.”

*(FEIR, Chapter 4, Alternatives Analysis, page 4-1)*

Of greatest concern, the FEIR rejects Alternative 1—No Project because it does not

- Does not necessarily promote a sense of community
- Would not meet objectives with respect to walkability, bicycle and pedestrian access, and transit opportunities
- maintain characteristics of natural landscape on Village D-1 lots C and D
- minimize impacts on oak woodlands on Village D-1 lots C and D

Please note, EDH APAC views Alternative 1–No Project and Alternative 4–Zoning Consistent as the same thing. This is consistent with the Developer’s position as expressed by Kirk Bone on multiple occasions.

With respect to the finding that the no-project alternative does not promote a sense of community relative to the CEDHSP, EDH APAC suggests the Planning Commission and Board of Supervisors listen to members of the community. Measure E, the AIM Survey, and thousands of public comments tell the County that the community of El Dorado Hills is, in part, defined by its open space and recreational opportunities and that the old executive golf course land is foundational to the community. For the FEIR to assert that the CEDHSP creates a sense of community while the zoning-consistent alternative does not is tone-deaf at best, dishonest at worst.

The second finding that the CEDHSP allows increased pedestrian, bicycle and transit opportunities has more merit than the first finding. However, EDH APAC is concerned that too much weight is placed on these items especially in light of the fact that it takes some surrounding intersections from Level of Service B to Level of Service E. This does not appear to be a beneficial transit opportunity.

The fact is that El Dorado Hills is a car-focused bedroom community with many hills. We will likely never have meaningful pedestrian and bicycle circulation. As evidence, there is very little pedestrian and bicycle traffic generated between Serrano and the Raley’s shopping center—even though the first Serrano Village is essentially adjacent to the shopping center. Though we would expect more pedestrian traffic from the golf course portion of the CEDHSP, EDH APAC does not think it will be enough to justify the negative impacts, including significantly increased traffic congestion.

The final two conclusions are simply misleading or dishonest. While it is true that the CEDHSP will maintain the characteristics and natural landscape of Village D-1 Lots C and D, it is equally true that it will also destroy the characteristics and natural landscape of the former executive golf course and portions of the Pedregal Area, including damage to oak woodlands. Most members of the community see the exact opposite: the zoning consistent alternative maintains the characteristics of the natural landscape and the CEDHSP will not.

Further, while the CEDHSP will minimize impacts on oak woodlands on Village D-1 lots C and D to a greater degree than the no-project alternative, the fact is that the County has already implemented extensive oak woodland protections on the currently entitled lots.

Staff has not quantified any net benefit with respect to any of these issues between the “no project” alternative and the CEDHSP.