

**CITY OF FOLSOM  
PLANNING COMMISSION MINUTES  
June 1, 2011**

**CALL TO ORDER PLANNING COMMISSION:** Chair Greg Eldridge; Vice Chair Ross Jackson; Commissioners: Thomas Scott, Dave Benevento, Lance Klug, Brian Martell

**CITIZEN COMMUNICATION:** NONE

**MINUTES:** Minutes of April 20 and May 18, 2011 were as approved as submitted.

1. **PN11-100, Palladio at Broadstone Sign Criteria Modification, Planned Development Permit Modification, 3001 East Bidwell Street**

CHAIR ELDRIDGE MOVED TO CONTINUE PN11-100, PALLADIO AT BROADSTONE SIGN CRITERIA MODIFICATION TO THE JUNE 15, 2011 PLANNING COMMISSION MEETING.

COMMISSIONER KLUG SECONDED THE MOTION WHICH CARRIED WITH THE FOLLOWING VOTE:

AYES: JACKSON, KLUG, SCOTT, MARTELL, ELDRIDGE  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: BENEVENTO

2. **PN03-349, The Canyon Subdivision Rezone, Vesting Tentative Subdivision Map, and Planned Development Permit, Northwest Corner of the Intersection of Orangevale Avenue and American River Canyon Drive**

COMMISSIONER KLUG MOVED TO CONTINUE PN03-349, THE CANYON SUBDIVISION REZONE, VESTING TENTATIVE SUBDIVISION MAP, VESTING TENTATIVE SUBDIVISION MAP, AND PLANNED DEVELOPMENT PERMIT TO THE AUGUST 3, 2011 PLANNING COMMISSION MEETING.

COMMISSIONER ELDRIDGE SECONDED THE MOTION WHICH CARRIED WITH THE FOLLOWING:

AYES: MARTELL, JACKSON, SCOTT, ELDRIDGE, KLUG  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: BENEVENTO

3. **PN11-137, Commercial Sign Code Amendment**

COMMISSIONER ELDRIDGE MOVED TO CONTINUE PN11-137, COMMERCIAL SIGN CODE AMENDMENT TO THE JULY 6, 2011 PLANNING COMMISSION MEETING.

COMMISSIONER KLUG SECONDED THE MOTION WHICH CARRIED WITH THE FOLLOWING VOTE:

AYES: JACKSON, KLUG, SCOTT, MARTELL, ELDRIDGE  
NOES: NONE  
ABSTAIN: NONE  
ABSENT: BENEVENTO

Commissioner Benevento arrived at 6:44 p.m.

#### **4. Folsom South Specific Plan Development Agreement**

Planning Manager Scott Johnson gave the staff report stating this item is the Development Agreement between the City of Folsom and the South of 50 Property owners. All 10 property owners have agreed to participate in this Development Agreement. Development Agreements have become an effective tool; they've been utilized to help govern development of several master planned developments such as Empire Ranch, The Parkway, Broadstone Unit 2 and Willow Springs. These agreements help to make sure infrastructure keeps pace with growth.

This agreement is considered a Tier 1 agreement and is limited to 10 years. It is limited because it focuses on only those actions that have to take place between now and when development actually takes place. The Commission will see a future Tier 2 agreement which will be tied to a specific phase prior to any development activity that would occur within the project area.

Planning Manager Johnson discussed the following benefits of the agreement to both parties:

##### **Key Components of Benefit to City**

1. *Contribution to Costs of Facilities and Services.* Requires the property owners to form a Community Facilities District (CFD) that would provide the funding mechanism to pay for the infrastructure that's needed to serve the SOI Development.
2. *Affordable Housing.* The City would retain all its rights and abilities to rezone properties should it be necessary to response to the Regional Housing Needs Assessment Allocation that is currently underway and spearheaded by SACOG. The City would have the ability to respond to those RHNA numbers and rezone properties within the SOI should it be determined necessary to meet the City's allocation as determined by SACOG
3. *Area 40-* located adjacent to Prairie City Road and designated for a mixture of open space and park site uses. It will require EPA clearance prior to any establishment of land uses. Within the agreement there is flexibility that would enable the City to rezone properties within the vicinity to respond to conditions or mitigation measures that could be imposed on the City by the EPA in order for the site to receive environmental clearance.
4. *Truck Management Plan.* There is a multi-jurisdiction effort to come up with a truck management plan that would deal with truck traffic within the SOI Area. It would maintain the City's right to modify the circulation plan to correspond with a future Truck Management Plan that is underway.
5. *Application of New Fees Still.* Could be imposed on the SOI development under this agreement, but couldn't be imposed in a manner that would infringe on their vested rights that would be granted by this development agreement. In addition new fees without limitation could be imposed but would have to be enacted by City Council action.
6. *Land Dedication, Easements and IODs.* This agreement provides the mechanism for the City to receive land dedications, easements, and IODs to facilitate property acquisitions to provide for needed infrastructure across private property in the SOI.

##### **Key Components of Benefit to Property Owners**

1. *Vested Rights.* Would vest the permitted uses of the sites, land use intensities, development standards and densities.
2. *Reimbursement of soft costs from non-contributing property owners-* Would provide a reimbursement mechanism to the property owners that contributed to the soft cost (i.e. technical studies, environmental documents, etc), The non-participating property owners have agreed that the inclusion of this language is appropriate in this document.
3. *Density Transfer.* The specific plan does establish rules to transfer densities on commercial properties so if there was an unmet potential on a commercial property, it could be transferred to another commercial property. This agreement would provide that as a vested right.

4. The agreement would provide protection for the property owners from any future resolutions, ordinances or initiatives that would seek to limit the rate, time, or sequence of development in the SOI area.

Planning Manager Johnson requested that the Commission forward a recommendation of approval of the Development Agreement to the City Council.

Chair Eldridge asked for clarification regarding the blank area on page 14 relative to the Memorandum of Understanding between the City and other party. He asked who the other party was.

Director Miller replied that in this case it would be the entity that negotiated the agreement with the Natomas Central Mutual Water Company which was the Tsakopoulos Group. He assumed that LLC would be mentioned as the entity. It also requires Bureau of Reclamation approval.

Jon Hobbs, attorney representing the City of Folsom, replied to Chair Eldridge stating that the Development Agreement would be for a 10-year term and would limit the ability of City Council to change anything for that period of time.

In response to Commissioner Scott, Attorney Hobbs stated that the development agreement would protect certain vesting rights and would protect the City from new rules. The City can adopt new rules not inconsistent with the Development Agreement so there are some limitations to the protection given. If an initiative came along within that 10-year period that conflicted with the Development Agreement (i.e. change of land use), it would be exempt from challenge.

Commissioner Jackson noted that after the 10-year period, the Tier 1 agreement would expire; he asked when the if Tier 2 agreement was in place if it would be include anything that was left over by the Tier 1 agreement.

Attorney Hobbs replied that it was anticipated that the Tier 2 agreement would be in place before the expiration of the Tier 1 agreement. When that happens, the Tier 2 Development Agreement would supersede the Tier 1 agreement and exact language of that Development Agreement would have to be negotiated with the developer. It would be more specific as it relates to development. It would be a separate agreement and could incorporate language of the previous agreement. Staff is only anticipating two development agreements.

Director Miller added the Tier 2 is the culmination of the discretionary approvals. Once this is done, the developer can build. It is anticipated that some of these provision will continue; the developer would want to have vested rights until buildout. In addition, each development would have to bring in design guidelines.

In response to Commissioner Scott, Attorney Hobbs replied that the Tier 2 agreement would be a new discretionary approval by the City Council and it could decide not to approve it. But the City Council would be held by the Tier 1 agreement timeframe of 10 years.

Chair Eldridge asked Attorney Hobbs, with regard to the Truck Management Plan (page 9, Article 2, 2.2 Vested Rights, Part C) if the word "circulation" should be deleted. Attorney Hobbs agreed that it could be broadened.

Commission Jackson asked what was the timeframe in clearing the site known as Site 40.

Director Miller replied that staff has had a number of meetings with EPA to look at all the testing that has been done by EPA and/or Aerojet and wanted them to let staff know what the health and safety consequences were. The City has taken the position that the site has to be cleared before certain land uses occur. In the event a site clearance isn't given, another site would be dedicated in that general area for a park site. Until the site is cleaned, it will remain Aerojet property.

Ardie Zahedani, representing the Landowners Group, thanked the Commission for hearing this item and added that the intention of some of the landowners who want to start developing 2012-2013 was to bring forward those Tier 2 agreements which are much more specific / detailed.

Chair Eldridge opened the Public Hearing; no one came forward to speak so the Public Hearing was closed.

COMMISSIONER KLUG MOVED TO APPROVE THE FOLSOM SOUTH SPECIFIC PLAN PROJECT TIER 1 DEVELOPMENT AGREEMENT WITH FINDINGS "A" AND B."

COMMISSIONER SCOTT SECONDED THE MOTION WHICH CARRIED WITH THE FOLLOWING VOTE:

AYES:	MARTELL, JACKSON, BENEVENTO, SCOTT, ELDRIDGE, KLUG
NOES:	NONE
ABSTAIN:	NONE
ABSENT:	NONE

#### **REPORTS**

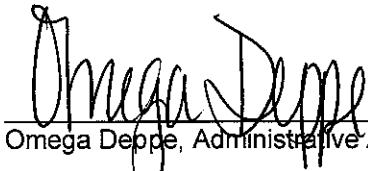
##### **Planning Commission/Director**

Director Miller updated the Commission on the status of hiring staff that was approved in the budget. He also reminded the Commission of the classes on land uses being held by SACOG.

There was a brief discussion regarding sign criteria for Palladio that was scheduled for the June 15<sup>th</sup> meeting.

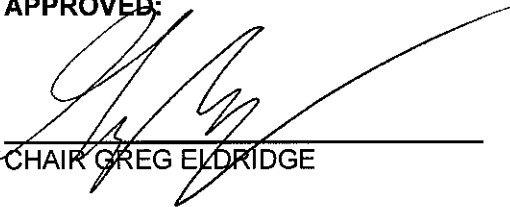
There being no further business, the meeting was adjourned at 7:12 p.m.

RESPECTFULLY SUBMITTED.



Omega Deppe, Administrative Assistant

**APPROVED:**



CHAIR GREG ELDRIDGE