

# WINGFIELD SPRINGS DEVELOPMENT AMENDMENT

## Discovery Report on Intent, Density, Open-Space Reclassification, Administrative Authority, and Community Reliance

Prepared from the 2015 Wingfield Springs Development Agreement Handbook and the January 21, 2026 Handbook Amendment application

### Executive Summary

This report evaluates whether the proposed 2026 amendment is consistent with the original approved structure of the Wingfield Springs Development Agreement Handbook. The amendment converts approximately 160.30 acres of golf-course land to Estate Lots, reduces the project from 36 golf holes to 18, increases total units from 2,459 to 3,074, and states that only about 5.0 acres of open space are lost while 453.5 acres of open space remain. Those numbers support a core discovery issue: whether the amendment preserves the original plan, or instead reclassifies land internally so that open-space totals appear largely intact while residential density is redistributed into land that previously functioned as golf, open space, drainage, and visual mitigation.

<b>Primary sources</b>	2015 Wingfield Springs Development Agreement Handbook; 2026 Wingfield Springs Handbook Amendment application
<b>Core amendment numbers</b>	160.30 acres Estate Lots; 20.7 acres Golf Facility; 37.0 acres Other Open Space; 3,074 total units; 453.5 open-space acres retained
<b>Key legal questions</b>	Intent of permanence; amendment authority limits; reliance; density redistribution; open-land reclassification
<b>Use</b>	Attorney review, planning-commission briefing, community position paper, discovery outline

## 1. Purpose and framing

This document is written as a full discussion paper and discovery brief. It pulls together the original Development Agreement Handbook language on project purpose, density, open space, lakes, wetlands, golf-course amenities, and development-review intent, then compares that framework against the 2026 amendment request. The emphasis is not on whether a city can ever amend a plan. The emphasis is whether this amendment is so structurally significant that it changes the original plan's functional purpose and therefore requires a much more rigorous consistency and reliance analysis than a routine handbook update.

## 2. Verified project numbers from the uploaded documents

Item	Value	Document support	Discussion relevance
Total project area	1,645 acres	Original handbook and	Baseline acreage for

		amendment	overall plan structure
Original total units	2,459	2026 amendment request	Original project unit total being amended
Prior flexibility cap	2,564	2026 amendment description	Existing handbook transfer cap before amendment
Proposed total units	3,074	2026 amendment request	New proposed project-wide unit total
New Estate Lots acreage	160.30 acres	2026 amendment request	Core golf-to-residential conversion
Golf Facility	20.7 acres	2026 amendment request	Remaining golf support area after redesignation
Other Open Space	37.0 acres	2026 amendment request	Part of revised open-space accounting
Open space retained	453.5 acres	2026 findings section	Central number in open-space argument
Net open-space reduction	5.0 acres	2026 project description	Implied baseline approx. 458.5 acres
New Estate Lot units	592	2026 total unit count section	Gross new unit count in new villages
Units shifted from elsewhere	82	2026 total unit count section	Transfer mechanism supporting amendment
Units already built	2,243	2026 total unit count section	Shows the community is largely built out
Units remaining if approved	828	2026 total unit count section	Shows amendment acts on an already-developed plan

### 3. What the original handbook appears to establish

The original handbook states that its purpose is to outline the master plan and overall development strategy for the Wingfield Springs Planned Community and to set forth the standards that will guide future development. It also states that the handbook is an exhibit to the Development Agreement between the City of Sparks and the developer. That wording matters because it places the handbook in the position of both a planning instrument and an implementation document for a development agreement rather than a casual guidance memo.

The project overview further describes a planned community of 1,645 acres with two distinct parcels, environmental features such as wetlands and spring-fed lakes on the northern parcel, and a broad amenity structure that includes golf, clubhouse facilities, resort components, parks, and an expansive open-space network. The original handbook text also states that the plan proposes residential development at about 1.56-1.87 units per acre, while the goals and policies section states that the project is to provide for a maximum overall density of two units per acre.

- Overall project goal: a planned community featuring residential, commercial, open-space, and recreational uses within the setting of lakes, wetlands, and hills.
- Policy language: maintain existing lakes, wetlands, and steep slopes as significant site features.
- Policy language: develop an open-space network integrating public and private open space and recreation areas.

- Policy language: orient lots and structures to take advantage of views to wetlands, lakes, open space, recreational areas, and golf-course areas.
- Policy language: provide for storm-water management by enhancing and blending drainage features into the open-space network.
- Policy language: assure that each development provides the amenities, infrastructure, and water rights needed to support itself.

#### 4. What the 2026 amendment proposes

The 2026 amendment request is not a minor textual cleanup. Its principal substantive elements are: first, changing the project reference from 36 golf holes to 18; second, redesignating the northern parcel to include approximately 160.30 acres of Estate Lots, 20.7 acres of Golf Facility, and 37.0 acres of Other Open Space; third, increasing total residential units from 2,459 to 3,074; and fourth, adding development standards for the new Estate Lots classification.

The amendment explains that the existing Lakes Course land use on the north parcel includes approximately 161.5 acres of golf course land plus approximately 2.6 acres for the golf maintenance facility. It then states that approximately 160.30 acres will be redesignated to Estate Lots across eight new villages. That is the central land-use conversion at issue.

#### 5. Density reconciliation and what the numbers show

There are several different density frames in the record, and they should be kept separate. The original handbook describes the project at about 1.56-1.87 units per acre and also states a policy cap of 2.0 units per acre overall. The amendment, however, concentrates new residential development onto land that was functioning as golf/open land in the northern parcel.

Density measure	Math	Result	Significance
Original project density using 2,459 units and 1,645 acres	2459 / 1645	1.49 du/ac	Below the 2.0 du/ac policy cap
Amended project density using 3,074 units and 1,645 acres	3074 / 1645	1.87 du/ac	Still below 2.0 du/ac if viewed only project-wide
New Estate Lot density using 592 units over 160.30 acres	592 / 160.30	3.69 du/ac	This is the 'higher 3s' increase you referenced
If 606 north-parcel units from support studies are used over 160.30 acres	606 / 160.30	3.78 du/ac	Also in the high 3s and higher than original project average
Net project-wide unit increase from 2,459 to 3,074	3074 - 2459	+615 units	Magnitude of total increase
Transfer-supported net increase under amendment narrative	592 new - 82 shifted	+510 units	Shows transfer mechanism does not erase the structural increase

This is one of the most important analytical points in the entire case. A project can remain under a project-wide gross density ceiling while still materially changing the plan by concentrating units into a smaller portion of land that previously served a different structural purpose. That is why the amendment's reliance on project-wide gross density alone does not fully answer the consistency question.

#### 6. The 'high 3s' density issue in plain terms

Earlier in the discussion you were identifying that the real practical density increase in the converted area was not a small change but something in the higher 3s. The verified math supports that point. Using the amendment's own numbers, 592 proposed Estate Lot units across 160.30 acres yields about 3.69 dwelling units per acre. If the 606-unit figure used in the sewer and fiscal support materials is applied to the same acreage, the result is about 3.78 dwelling units per acre. Those figures are not close to the original project-wide average. They are more than double the original gross project density of roughly 1.49 units per acre and materially above the original handbook's stated development density frame.

That does not necessarily prove illegality by itself, but it proves something very important for discovery: the amendment is not merely preserving the plan with minor internal adjustments. It is intensifying residential use on land that had previously operated as golf/open land, and it does so at a density level substantially above the original project-wide structure.

## **7. Open-space reclassification: the core structural issue**

The amendment makes two statements that must be read together. First, it converts approximately 160.30 acres of golf-course land to Estate Lots. Second, it says the total project will retain 453.5 acres of open space and that the amendment results in only a net decrease of approximately 5.0 acres of open-space land use designation. Read together, those statements suggest that open-space totals are being preserved primarily through internal redesignation and accounting rather than through preservation of the same land in the same physical form and function.

That is the open-land reclassification issue. The legal and planning question is not simply whether an acreage total still looks large on paper. The real question is whether the same lands that originally provided golf-course openness, visual relief, drainage storage, wetlands adjacency, and community orientation are still serving those roles after amendment. If 160.30 acres are converted to housing while only about 5 acres of total open-space loss is acknowledged, then most of the original non-residential land function is being substituted or relocated elsewhere in the accounting.

- Acreage continuity is not the same as functional continuity.
- A paper open-space total can remain nearly the same even when the actual land that residents experience as open golf land is lost.
- If drainageways are redesigned and undeveloped residual lands are folded into 'Other Open Space,' the open-space total can be preserved while the original open-land structure is still materially changed.
- That distinction is central to intent, reliance, and preservation-of-plan arguments.

## **8. Why golf land matters beyond recreation**

The record describes the northern parcel as containing wetlands, spring-fed lakes, drainage facilities, mature trees, and the Lakes Course. In a master-planned community, golf land can function as more than a recreational amenity. It can also serve as a visual buffer, a spatial separator between villages, part of the storm-water regime, a view corridor, a land-value support feature, and a low-intensity land component that helps the project achieve its overall density balance.

That matters here because the amendment does not merely replace one recreational product with another. It converts a large low-intensity landscape use into residential villages while preserving the appearance of open-space continuity elsewhere. Discovery should therefore test whether the original plan depended on the Lakes Course land for more than just golf operations.

## **9. The 82-unit transfer mechanism**

The amendment states that the current handbook allows overall units to be transferred among villages so long as the total residential units do not exceed 2,564. It then explains that the new Estate Lot villages

propose 592 additional units, but only a net increase of 510 is requested because 82 units will be moved from the unbuilt units in existing villages. This is an important admission because it confirms the amendment depends partly on a transfer mechanism and partly on a substantial net increase.

Legally and analytically, the existence of transferable units does not end the inquiry. The question becomes whether transfer authority in the original flexibility section was intended for routine internal balancing among designated residential areas, or whether it was intended to justify redesignating large golf/open-space land into new residential villages. Those are very different uses of flexibility.

## **10. Built-out condition and reliance**

The amendment states that 2,243 residential units have already been built and that 828 units would remain if the requested increase is approved. It also states that infrastructure including roads, sewer, storm drainage, and other improvements have been fully constructed based on the original approval. Those statements are critical because they show this is not an early-stage speculative plan. It is a largely developed community whose residents, owners, and the city have been living under the original structure for years.

The more complete the project, the stronger the relevance of reliance arguments. Residents can reasonably argue that they purchased into a community described as an environmentally sensitive planned community featuring lakes, wetlands, open space, recreation, and 36 holes of golf under a density framework capped at two units per acre overall. Even if the city retains legislative amendment authority, the degree of factual justification required should rise when the plan is substantially built and the amendment changes a foundational component of how the northern parcel functions.

## **11. Administrative authority versus legislative authority**

The original handbook's development-review language indicates that subsequent submittals are meant to be simplified and streamlined because the handbook itself already provides controls and assurances. That supports the argument that ordinary administrative review is for consistency implementation, not for re-writing the master structure. At the same time, it is important to frame the legal point accurately: a city can legislate amendments, but that authority is not unlimited. The stronger argument is that a legislative body should not treat an amendment of this scale as though it were merely preserving the original approved plan when the amendment materially changes land use, density distribution, and community expectations.

A carefully stated conclusion is this: when a master-planned community has been substantially built in reliance on an approved Development Agreement Handbook, a legislative amendment that significantly changes foundational land-use relationships should be analyzed as a structural plan change, not as a minor implementation adjustment. Otherwise the city sets a precedent that the adopted purpose of a development plan carries no practical dependency or permanence.

## **12. Environmental, drainage, and floodplain concerns**

The drainage report in the amendment package states that the redevelopment of the Red Hawk Lakes Course into residential communities requires redesigned drainage infrastructure, detention, and potentially FEMA mapping work. The project area receives substantial off-site runoff from multiple sources, includes ponds, channels, culverts and weirs, and contains mapped flood-hazard areas. The report proposes to perpetuate off-site generated flows and states that detention strategies can be implemented to mitigate increased runoff.

For discovery purposes, that engineering response is significant because it confirms the converted land is not functionally neutral. It has a drainage role that must be redesigned to support residential use. That supports the broader argument that the original plan integrated open land, drainage, lakes, wetlands, and

golf into a single community system rather than treating the north-course land as interchangeable reserve acreage.

### **13. Internal consistency test of the amendment**

A useful way to test the amendment is to compare the applicant's own statements against each other:

- The amendment says it continues to uphold the original goals and policies, yet it removes one of the two 18-hole golf courses and converts approximately 160.30 acres of that course to housing.
- The amendment says resident reliance is not impaired, yet it increases total units from 2,459 to 3,074 and concentrates new density in former golf/open land.
- The amendment says only approximately 5.0 acres of open space are lost, yet 160.30 acres of golf-course land are redesignated to Estate Lots, implying open-space accounting is being replaced elsewhere.
- The amendment says the size, shape, or location of Wingfield Springs areas will not change, yet a major northern parcel land-use function is being changed from golf/open land to new residential villages.
- The amendment argues compatibility through village-level densities of 1.1 to 4.8 du/ac, but the broader question is whether compatibility alone can substitute for preservation of the original integrated plan.

### **14. Legal significance of permanence and purpose**

Intent is used to create purpose. In a development-agreement context, purpose is expressed not only by a single sentence but by the relationship among the goal statement, density cap, land-use map, open-space network, golf amenities, drainage integration, and view-orientation policies. Here, the original handbook's text strongly supports the position that lakes, wetlands, open space, golf areas, and drainage features were not incidental leftovers. They were part of the designed identity of the project.

That does not automatically mean every acre is legally immutable. But it does mean that a major redesignation should be tested against the original purpose of the plan. If the amendment can convert core low-intensity land while preserving only the arithmetic appearance of open-space continuity, then the city should explain why the original purpose remains intact. Otherwise future developments may claim that adopted plan purpose has little practical permanence once the right accounting categories are changed.

### **15. Community clarification amendment concept**

A community-sponsored clarification amendment remains a strong strategic option. The purpose of such an amendment would not be to stop all future change. Its purpose would be to clarify that the original handbook intended certain land-use relationships to be durable and that future amendments must preserve those relationships unless expressly re-justified in a more rigorous public process.

- Clarify that major open-space, golf, lakes, wetland, and drainage designations were part of the structural identity of the project.
- Clarify that transfer flexibility was intended for adjustments within designated residential frameworks, not for wholesale conversion of golf/open land to new residential villages without explicit legislative findings.
- Clarify that open-space preservation means more than preserving a project-wide acreage total; it also includes continuity of location, function, buffering, visual relief, and drainage utility.
- Clarify that amendments to a substantially built project must consider reasonable resident reliance and the preservation of the integrity of the plan as finally approved.

### **16. Discovery questions for counsel and hearing use**

- What exact open-space baseline existed before the amendment, and does the amendment's stated 5.0-acre reduction imply an original total of approximately 458.5 acres?
- What original master-plan functions were served specifically by the 160.30 acres now proposed for Estate Lots?
- Was the original flexibility provision intended to move units only among residential villages, or did it contemplate conversion of golf/open-space land into entirely new villages?
- How much of the amendment's claimed open-space retention depends on redesignation of residual or undeveloped lands elsewhere?
- If 592 units are placed on 160.30 acres, why should that high-3s density concentration be treated as consistent with a project originally framed around about 1.56-1.87 units per acre and a two-unit-per-acre cap?
- How does the city reconcile the applicant's statement that resident reliance is not impaired with the admitted conversion of one entire golf-course system to housing?
- To what extent did the original plan rely on the Lakes Course for drainage, flood handling, views, separation, recreation, and value support, beyond simple golf operations?
- If the city approves the amendment, what principle will limit future amendments from similarly reclassifying foundational plan components while preserving only aggregate acreage totals?

## 17. Conclusion

The strongest reading of the uploaded documents is that the original handbook established an integrated community structure in which residential density, golf amenities, lakes, wetlands, drainage features, and open space worked together. The 2026 amendment proposes a materially different northern-parcel structure by converting approximately 160.30 acres of golf land to Estate Lots, increasing the total project units from 2,459 to 3,074, relying on an 82-unit transfer mechanism, and maintaining that only approximately 5.0 acres of open space are lost because 453.5 acres remain.

Those same numbers create the central discovery issue: the amendment may preserve broad acreage totals while still changing the land-use purpose of the plan through internal reclassification and density redistribution. The new Estate Lot area calculates to roughly 3.69 dwelling units per acre using the amendment's own 592-unit figure, and roughly 3.78 dwelling units per acre if the 606-unit support-study figure is used. That is the higher-3s concentration you identified earlier, and it is substantially above the original project-wide gross density structure.

Accordingly, the most defensible position is not that the city can never amend the plan. It is that a city should not characterize this amendment as preserving the original approved structure without first confronting the real issues of permanence, purpose, reliance, reclassification, and concentrated density. That is where the legal and planning vulnerability appears strongest.

### Source note

This report uses verified numbers and statements pulled from the uploaded 2015 handbook text embedded in the amendment file and from the January 21, 2026 amendment application package, including the original handbook project overview, goals and policies, amendment project description, total unit count section, findings section, and associated support studies. Some inferences, such as an approximate pre-amendment open-space total of 458.5 acres, are derived from the amendment's own stated figures of 453.5 acres retained and a net 5.0-acre decrease.

## **Addendum: Clarification on 82-Unit Transfer Permanence**

### Clarification on the 82-Unit Transfer Mechanism

The amendment states that 82 residential units will be transferred from unbuilt villages elsewhere in the project in order to support the new Estate Lot villages. However, the amendment does not appear to state that those transferred units are permanently removed from their original locations. Because the handbook allows amendments and modifications through future legislative action, the absence of explicit permanence language raises a potential planning concern. If the transferred units are not formally extinguished, a future amendment could theoretically reintroduce residential units in the areas from which they were originally removed.

In that scenario the 82 units would function not as a permanent transfer but as a temporary relocation mechanism, potentially allowing additional density to be added later without reducing the units previously transferred. Without explicit extinguishment language, the transfer mechanism could function as a density deferral rather than a permanent density reduction. This raises an important discovery question regarding whether the transfer provision was intended to permanently reduce allowable units in the originating villages or merely shift units temporarily within the project.