



COUNTY OF SAN BENITO
OFFICE OF THE COUNTY COUNSEL

MATTHEW GRANGER
County Counsel

481 Fourth Street, 2nd Floor
Hollister, CA 95023
831.636.4040 Office
831.636.4044 Fax
www.cosb.us

Acting Asst. County Counsel
BARBARA J. THOMPSON

Deputies
SHIRLEY L. MURPHY
IRMA F. VALENCIA
SARAH M. DICKINSON
ERIN E. LIEM

Project Data:

Project: First Amended Development Agreement
Public Hearing: November 15, 2017
Owner: Panoche Valley Solar, LLC
Location: Panoche Valley, San Benito and Fresno Counties, California
Zoning: Agricultural Rangeland (AR)
General Plan: Agricultural Rangeland (AR)

Recommended Motion:

1) Adopt Resolution No. _____ recommending that the Board of Supervisors adopt an ordinance approving the proposed First Amended Development Agreement with Panoche Valley Solar, LLC based on the findings set forth below.

INTRODUCTION:

On October 12, 2010, the Board of Supervisors certified the Final Environmental Impact Report (“2010 Final EIR”) for the Panoche Valley Solar Farm Project and conditionally cancelled Williamson Act contracts affecting the project site to facilitate the construction and operation of the project. The Board’s certification of the 2010 Final EIR and cancellation of the Williamson Act contracts was required in order for the Planning Commission to consider and take action on a Use Permit for the project.

On October 20, 2010, the Planning Commission unanimously approved Use Permit No. 1023-09 for one of the reduced density alternatives set forth in the 2010 Final EIR, specifically the 399 Megawatt (MW) Alternative A Revised (“2010 Project”), based on the findings and subject to the Conditions of Approval contained in the staff report.

On November 10, 2010, the Board of Supervisors considered an appeal of the Planning Commission’s approval of Use Permit No. 1023-09 for the 2010 Project and unanimously upheld the Planning Commission’s decision and adopted an Ordinance approving a Development Agreement for the 2010 Project (the “2010 Development Agreement”).

In December 2010, project opponents sued the County alleging that the County’s certification of the 2010 Final EIR and approval of the 2010 Project were unlawful and violated, among other laws, the

Williamson Act and California Environmental Quality Act (“CEQA”). In August 2011, the San Benito County Superior Court upheld the County’s approval of the 2010 Project and concluded that the 2010 Final EIR was legally adequate under CEQA. The project opponents then appealed the Superior Court’s decision to the Sixth District Court of Appeal, which in June 2013, affirmed the Superior Court’s decision that the County complied with CEQA and the Williamson Act in a published decision, *Save Panoche Valley v. County of San Benito* (2013) 217 Cal.App.4th 503.

After the Board and Planning Commission approved the 2010 Project and the conclusion of nearly 3 years of litigation, Panoche Valley Solar, LLC (“PVS”) (successor in interest to the original applicant, Solargen Energy, Inc.) further refined the 2010 Project as a result of more detailed engineering and in consultation with state and federal wildlife and resource agencies. This further engineering and consultation resulted in a smaller, reduced density, 247 MW project (“Revised Project”) with a reduced permanent disturbance area and larger on-site valley floor conservation area.

The County retained Aspen Environmental Group to prepare a Supplemental EIR (“SEIR”) to analyze the environmental impacts of the incremental changes to the 2010 Project. The Final SEIR, which includes the County’s responses to significant environmental issues raised in the comments, was released on April 10, 2015.

PVS applied to the County for an amendment to the Use Permit No. 1023-09. The modifications to the 2010 Project that were the subject of PVS’s application for an amendment to the Use Permit were evaluated in the Final SEIR and referred to as the Revised Project.

On May 19, 2015, the Board of Supervisors certified the Final SEIR and adopted a resolution denying the appeals of the Planning Commission’s decision on the amended Use Permit that authorizes the Revised Project (Use Permit 1023-09-A), which was approved by the Planning Commission on April 25, 2015.

In June 2015, Sierra Club and the Santa Clara Valley Audubon Society sued the County, seeking a determination that the Revised Project violated CEQA. In September 2015, the San Benito County Superior Court effectively dismissed the lawsuit, and, in March 2017, the Sixth District Court of Appeal affirmed the Superior Court’s judgment, thus upholding the legality of the CEQA analysis of the Revised Project. *Sierra Club v. County of San Benito* (2017) 2017 WL 1076373.

In March 2016, environmental groups (Defenders of Wildlife, Sierra Club, and Santa Clara Valley Audubon Society) sued the California Department of Fish and Wildlife (“CDFW”) and PVS in connection with the Incidental Take Permit (“ITP”) issued by CDFW for the Revised Project. In May 2017, CDFW and PVS entered into an agreement with those environmental groups to resolve the then-pending litigation. As part of the agreement, PVS may reduce the size of the Revised Project by, generally, installing photovoltaic solar arrays west of Little Panoche Road but not east of it. The reduction in size of the Revised Project is contingent on certain conditions occurring, such as amendment of the purchase power agreement between PVS and Southern California Edison. If the reduction in size of the Revised Project occurs, then area that would otherwise have been used for solar arrays will be instead placed under conservation easement, and the total electricity output of the Revised Project will be less than 247 MW.

Attached is a proposed amendment to the 2010 Development Agreement, which is subject to final approval by the parties. The proposed amendments would affect multiple obligations of PVS in connection with development of the Revised Project, and would specify certain actions that would be taken to benefit the County in light of the possibility that the Revised Project will be developed at a smaller size, resulting in less than 247 MW output.

PROPOSAL:

The County is authorized, at its discretion, to enter into a binding agreement with any qualified applicant for the development of real property. Such an agreement is referred to as a development agreement and is under the authority of California Government Code 65864 and Chapter 19.11 of the San Benito County Code.

A development agreement can vest certain rights with respect to development of a particular project. In exchange for this certainty, the developer must, among other things, provide public benefits in addition to those that could be imposed under applicable law. The appropriate use of a development agreement can reduce uncertainty in the development review process, promote long-term stability in the land use planning process, and result in significant public benefits that could not otherwise be obtained.

The underlying 2010 Development Agreement was entered into between the County and Solargen Energy, Inc. (“Solargen”). In 2011, Solargen assigned its interests to PV2 Energy, LLC (“PV2”), and the County was provided notice of that assignment consistent with Section 10 of the 2010 Development Agreement. In 2012, PV2 assigned its interest to PVS, and the County was again provided notice of such assignment consistent with Section 10 of the 2010 Development Agreement.

The 2010 Development Agreement provides the County with the following benefits:

- Solargen agreed to provide the County .14% of the assessed value of the property for a period of twenty years, on the value of the solar energy improvements which would otherwise be exempt from taxation pursuant to California Revenue and Taxation Code Section 73. (At this time, this was based on the 399 MW project, which was later reduced to 247 MW in 2015).
- Solargen agreed to take certain predefined steps to have sales or use tax incidents occur in the County of San Benito, so the County would receive the share of such taxes due it under California law.
- Solargen agreed to provide an additional \$50,000 before beginning Phase 2 of the 2010 Project for the County’s sole use and discretion toward future improvements to one or more County-owned facilities.
- Solargen agreed to establish a decommissioning fund that will be held in the County Treasury to ensure that adequate funding exists to meet eventual decommissioning needs.
- Solargen agreed to implement steps regarding hiring local contractors and local construction workers.
- Solargen agreed to preserve approximately 21,000 acres of privately held off-site mitigation lands as open space in perpetuity.
- Solargen agreed to allow access for educational purposes to the 2010 Project site.

Pursuant to Section 19.11.011 of the San Benito County Code, review of a development agreement amendment shall be limited to consideration of those elements proposed to be added or changed, or of any elements affected by such changes. Specifically, 19.11.011 (A)(1) states:

Any development agreement may be amended or canceled in whole or in part, by the mutual consent of the parties to the agreement or their successors in interest. Any party can initiate the amendment or cancellation of a development agreement. The procedure for an amendment or cancellation shall be the same as the procedures for approval. The findings required for amendment or cancellation shall be the findings specified in § [19.11.008\(B\)](#) or in any applicable county regulations in effect at the time the ordinance authorizing the amendment or cancellation is adopted. A review of a requested amendment shall be limited to consideration of those elements proposed to be added or changed, or of any elements affected by such changes.

The proposed amendments to the 2010 Development Agreement would re-title the agreement as the First Amended Development Agreement (“FADA”). The FADA would amend the 2010 Development Agreement in certain particulars:

- The FADA would reflect the assignment of development agreement rights and obligations to PVS by changing reference in the development agreement from “Solargen Energy, Inc.” to “Panoche Valley Solar, LLC.” The term “Owner” in the FADA would refer directly to PVS.
- The FADA would change the description of the Owner’s interest in the property to reflect that the land and development governed by the FADA consists of “an up-to 247 MW (Megawatt), or such smaller project as Owner chooses to develop on the property, solar power electric generation facility located on a footprint of up to approximately 1,888 acres[.]” The FADA would change other portions of the description of Owner’s interest in the property and the description of the property to reflect the characteristics of the Revised Project and the possibility that PVS may reduce the size of the Revised Project.
- The FADA would update the list of “Initial Project Approvals” referenced in the Development Agreement to include the amended use permit (Use Permit No. 1023-09-A) and the Final SEIR.
- The FADA would update various references to the 2010 Final EIR to refer to the Final SEIR.
- The FADA would make minor typographical and formatting corrections to various provisions of the development agreement.
- The FADA would specify that, by May 31, 2018, Owner shall: (a) reconstruct one (1) contiguous mile of Little Panoche Road at the location and to the specifications as may be directed by the County Resource Management Agency (not to exceed the specifications for a traffic index of 7); and (b) will pulverize the existing asphalt surface to a depth of two to four inches (based on the depth of the existing road surface) and compact such surface to provide the base for a two-inch overlay on Little Panoche Road from its intersection with Panoche Road to the Fresno County line (excluding the section reconstructed per provision (a) above). The FADA would specify that a consultant mutually agreeable to the parties will monitor this work and prepare a report of the work upon its completion. The FADA would further specify that, not later than six (6) months after completion of construction of the project, Owner will patch any potholes on Little Panoche Road from its intersection with Panoche Road to the Fresno County line, in accordance with the California Department of Transportation’s “Guidelines for Identifying and Repairing Localized Areas of Distress in AC Pavements Prior to Capital Preventive Maintenance or Rehabilitation Repairs,” but will not be required to perform any other work on Little Panoche Road. At decommissioning, County will evaluate the condition of Little Panoche Road to

determine whether any work is needed to comply with Mitigation Measure TR-1.2 of the Final SEIR.

- The FADA would retain the essential provisions concerning Owner's agreement to implement steps regarding hiring of local contractors and local construction workers. However, the FADA would delete an outdated reference to the anticipated estimate of the number of construction and permanent jobs that may be created by the Revised Project.
- The FADA would expressly recognize that the project may be less than 247 MW but will be at least 123 MW, and that the additional public benefit compensation specified in Section 2.8 of the FADA reflects the level of public benefit compensation commensurate with the development of the project to 247 MW despite the project potentially being built at less than 247 MW. The details of this benefit are further specified below. The FADA would retain the obligation of Owner to exert in good faith its best efforts to have all sales and use tax occur in the County, and also use its best efforts to direct its contractors and subcontractors to have sales and use tax occur in the County. The FADA would retain specification of certain predefined steps to have sales and use tax paid in the County, but the FADA would make changes to those certain predefined steps. The FADA would further specify that Owner may exercise its good-faith judgment to structure its contracts and purchasing arrangements to effectuate the intent to have sales and use tax occur in the County.
- Under the FADA, Owner would guarantee that it and its vendors, contractors, and subcontractors shall collectively remit a minimum of **\$4,250,000** of sales and use tax to the California Department of Tax and Fee Administration attributable to specified components of the State-wide sales and use tax rate imposed with respect to construction of the Project.
- Under the FADA, Owner would pay the County **\$2,500,000** to compensate the County for any sales and use tax revenue that may be foregone as a result of the Owner constructing a Project of less than 247 megawatts.
- The FADA would retain the basic idea that the County should be compensated for lost property tax revenues that may not be received due to the exemption from taxation of solar energy improvements pursuant to California Revenue and Taxation Code Section 73. However, the FADA would replace the current 2010 Development Agreement provisions concerning this subject. Under the FADA, the Owner will provide the County with public benefit compensation for a set number of years equal to the amount estimated to be lost to the County General Fund as a result of the California property tax exemption under Revenue and Taxation Code Section 73. The amount totals **\$5,483,092.59** paid over the course of the years specified in FADA Exhibit J. Such compensation would be reduced by the amount of ad valorem property tax, if any, assessed by the County on Project fixtures and equipment in the future (excluding land and Project fixtures and equipment that did not qualify for the California property tax exemption under Revenue and Taxation Code Section 73 and therefore would be subject to property tax assessment regardless of the Development Agreement).
- The FADA would update the provision regarding payment of **\$50,000** for the County's sole use and discretion toward future solar improvements to County-owned facilities to reflect the agreement that the payment may be used for other uses as determined by the County.
- The FADA would update the provisions concerning the schedule of payments to the Decommission Fund to reflect the Revised Project and the possibility that the Revised Project may be reduced in size to less than 247 MW.
- Under the FADA, the County would agree that a reduction of the project to less than 247 MW will not require a revised conditional use permit, or any revisions to, or amendments of, any

other County Subsequent Approval (as that term is defined in the FADA), or County reviews (including CEQA reviews).

- The FADA would make other conforming changes to the 2010 Development Agreement, such as updating the parties' contact information and updated Exhibits to reflect the Revised Project and the possibility that the Revised Project may be reduced in size to less than 247 MW.

The Final SEIR analyzes the Revised Project's direct and cumulative environmental impacts and satisfied the County's CEQA obligations. As described in the attached Addendum to Final SEIR No. 2010031008 for the Panoche Valley Solar Project, First Amended Development Agreement, none of the conditions for preparation of a subsequent or supplemental EIR are triggered by the County's consideration of the proposed FADA. In accordance with CEQA Guidelines Section 15164, the Planning Commission must consider the Addendum along with the 2010 Final EIR as revised by the Final SEIR.

RECOMMENDATION:

Staff recommends that the San Benito County Planning Commission adopt the attached Resolution recommending that the Board of Supervisors adopt an ordinance approving the proposed First Amended Development Agreement with Panoche Valley Solar, LLC based on the findings set forth below.

FINDINGS:

Finding 1: That the elements of the FADA proposed to be added to or changed from the Development Agreement (Ordinance No. 862, adopted November 10, 2010), and any elements affected by such changes, are consistent with the General Plan and any applicable specific or area plans.

Evidence:

1. The FADA is consistent with the General Plan and any applicable specific or area plan because it incorporates the Project Approvals which approvals have been found to be consistent with all applicable plans.
2. The FADA incorporates all of the Conditions of Approval attached to the Project by the County which assure that Panoche Valley Solar, LLC (the "Owner") must adhere to all of the provisions which ensure consistency with the General Plan and any applicable specific or area plan.
3. The FADA contains certain public benefits listed in Section 2 which further advance objectives of the General Plan and any applicable specific or area plan and which would not have been legally possible in the absence of the FADA.

Finding 2: That the elements of the FADA proposed to be added to or changed from the Development Agreement, and any elements affected by such changes, are compatible with uses authorized in, and the regulation prescribed for, the zoning district in which the real property is located.

Evidence:

1. Sections 25.07.005 and 25.29.106(f) of the San Benito County Code allow for the “development of natural resources together with the necessary buildings, apparatus or appurtenances incidental thereto,” as a conditionally permitted use in the Agricultural Rangeland zoning district.
2. San Benito County Code §25.29.106(m) further allows for the development of a public utility facility as a conditionally permitted use in the Agricultural Rangeland zoning district. Prior to approving such use, the Planning Commission shall hold a duly noticed public hearing and determine that the use is deemed essential or desirable to the public convenience or welfare, and is in harmony with the various elements or objectives of the General Plan.
3. The FADA is compatible with the uses authorized in, and the regulation prescribed for, the zoning district in which the real property is located because it incorporates all of the Project Approvals, which approvals have been found to be consistent with the Zoning Code.
4. The FADA incorporates all of the Conditions of Approval attached to the Project by the County, which assure that the Owner must adhere to all of the provisions which ensure consistency with the Zoning Code.

Finding 3: That the elements of the FADA proposed to be added to or changed from the Development Agreement, and any elements affected by such changes, are consistent with the public health, safety and general welfare and good land use practice.

Evidence:

1. The FADA is consistent with the public health, safety and general welfare and good land use practice because it provides greater assurance of compliance with all County requirements and the Conditions of Approval than would be the case in the absence of the FADA.
2. As listed herein, the FADA provides public benefits which would not have been possible in the absence of the FADA.
3. The FADA provides public improvements and benefits that would not otherwise be obtained through other applicable development approval processes. Those public benefits include:
 - A. The Owner has agreed in the FADA to take best efforts to include in its construction and support services contracts language to help ensure that construction and operation jobs are filled by qualified permanent residents living in San Benito County.
 - B. The Owner has also agreed to sponsor two (2) job fairs to be conducted by the County through the One Stop Career Center to inform permanent residents of San Benito County about jobs involved in the construction and ongoing operation of the Project. The Owner has also agreed to encourage its contractors to cooperate with the County on such job fairs.
4. In lieu of payment of mitigation fees, the Owner has promised to conserve land adjacent to the Project site for habitat, open space, and agricultural conservation at a ratio of more than 9:1.

5. The Owner has agreed in good faith to take best efforts to direct its contractors to have sales and use tax occur in the County. Such efforts may include directing its general contractor to establish a place of business in San Benito County. The Owner has also agreed to establish a business location in the County in order to maximize receipt of sales tax in the County.

6. The Owner has agreed to guarantee that it and its vendors, contractors, and subcontractors shall collectively remit a minimum of four million two hundred fifty thousand dollars (\$4,250,000) of sales and use tax to the California Department of Tax and Fee Administration attributable to specified components of the State-wide sales and use tax rate imposed with respect to construction of the Project.

7. The Owner has agreed to pay the County two million five hundred thousand dollars (\$2,500,000) to compensate the County for any sales and use tax revenue that may be foregone as a result of the Owner constructing a Project of less than 247 megawatts.

8. The Owner has agreed to provide the County with public benefit compensation for a set number of years equal to the amount estimated to be lost to County General Fund as a result of the California property tax exemption under Revenue and Taxation Code Section 73. Such compensation shall be reduced by the amount of ad valorem property tax, if any, assessed by the County on Project fixtures and equipment (excluding land and Project fixtures and equipment that did not qualify for the California property tax exemption under Revenue and Taxation Code Section 73).

9. The Owner has agreed to take steps to accommodate reasonable requests for educational and research opportunities related to the Project on the Project site, subject to indemnification and safety limitations.

10. The Owner will provide the County with \$50,000 for the County's sole use and discretion toward future solar improvements to one or more County-owned facilities or for other uses as determined by the County.

11. The Owner will fund a Decommission Fund that will be held in the County Treasury to ensure a source of funding for eventual decommissioning.

Finding 4: That the elements of the FADA proposed to be added to or changed from the Development Agreement, and any elements affected by such changes, will not adversely affect the orderly development of the surrounding community.

Evidence:

1. The County has designated the Panoche Valley as Agricultural Rangeland in both its General Plan and Zoning Code.

2. The land uses in Panoche Valley are primarily grazing, however, there are also some small commercial farming and dairy operations, as well as scattered residential uses.

3. The FADA will not adversely affect orderly development in the surrounding community because the FADA is compatible with the uses authorized in, and the regulation prescribed for, the General Plan and the zoning district in which the real property is located. It incorporates all of the Project Approvals, which approvals have been found to be consistent with the General Plan and Zoning Code.

4. The FADA incorporates all of the Conditions of Approval attached to the Project by the County which assure that the Owner must adhere to all of the provisions which ensure consistency with the General Plan and Zoning Code, and which mandates that the Project is developed consistent with and not detrimental to the surrounding community.

Finding 5: That the proposed development project should be encouraged in order to meet important economic, social, environmental and planning goals of the County.

Evidence:

1. The Project will preserve more than 25,000 acres of on-site and off-site mitigation lands as grazing, open space, and wildlife habitat in perpetuity for existing and future generations of San Benito County through the placement of conservation easements on this land. These conservation areas will be connected to surrounding open spaces and wildlife corridors to preserve and enhance wildlife migration patterns. These conservation areas also provide aesthetic and scenic value for residents in this area by protecting these areas from future development no matter how much future growth occurs in this area.

2. The 2009 Biennial Report of the California Climate Action team found that climate changes could lead to “extreme events from heat waves, floods, droughts, wildfires, and bad air quality,” which pose major challenges for California. The draft 2017 Climate Change Scoping Plan prepared by the California Air Resources Board, states that “California is already feeling the effects of climate change,” including “[a]n increase in the occurrence of extreme events, including wildfire and heat waves.” The Project would provide up to 247 MW of clean, safe, sustainable energy that would displace up to approximately 271,000 metric tons of equivalent carbon dioxide emissions each year that would otherwise be generated by traditional fossil fuel based energy sources. Even if built at less than 247 MW, the existence of the project will contribute at least 123 MW of clean, safe, sustainable energy, and also provide greater mitigation lands in the County for the conservation of species native to the area.

3. As one of the largest photovoltaic solar facilities in the United States, this Project potentially could benefit San Benito County in attracting future green energy industry. This Project could provide a solid foundation and a potential impetus for attracting other high-tech “green” businesses to the County. The Project would also provide educational and learning opportunities for other industry leaders, educators, students, and the community by witnessing, first hand, the operation of a utility scale solar facility. Finally, species monitoring will occur during the construction and operation of the Project, which will provide insights on the interface of elevated solar arrays and species movement and distribution.

4. Assembly Bill 32, the California Global Warming Solutions Act of 2006, created a program to reduce greenhouse gas emissions to 1990 levels by the year 2020. Updates to California law have established a goal of achieving an 80% reduction from 1990 level by the year 2050. By Executive Order and legislation, electricity retailers must meet a 33% renewable energy target by 2020. Senate Bill 350, enacted in 2015, requires retail sellers to procure 50% of their electricity from renewable sources by 2030. The Project puts the County of San Benito on the map of the State’s efforts to reduce greenhouse gas emissions and fortifies the County’s commitment to and important leadership role in helping California meet these critical renewable energy targets and corresponding greenhouse gas emission reduction goals.

5. In addition to the benefits identified above, the Owner is also mandated to provide all beneficial activities agreed upon in the FADA.

Finding 6: That the subject development project and the elements of the FADA proposed to be added to or changed from the Development Agreement, and any elements affected by such changes, are consistent with chapter 19.11 “Development Agreements” of Title 19 of the San Benito County Code.

Evidence:

1. San Benito County Code Section 19.11.003 states that in order to qualify for a development agreement, a project must be of a size and nature to produce one or more of the following benefits:

- (1) Provisions for construction of critical roadway lengths where their construction might otherwise be accomplished tract by tract, uncoordinated with the need for overall arterial roadway system completion;
- (2) Provisions for transportation system management plans to include greater availability of public transit opportunities, carpooling, vanpooling, staggered work hours and/or staggered work days, thereby reducing roadway congestion during peak periods;
- (3) Commitments to accelerate development of employment sites to promote county work opportunities;
- (4) Accelerated or increased dedication of improvement of parks and open space in excess of current requirements;
- (5) Dedication of land and/or construction of other needed county infrastructure, including, without limitation, fire stations, libraries, schools, police facilities or water, sewer or solid waste disposal facilities. It is the policy of this Board is that a commitment to participate, on a pro rata basis, in county library, fire and Sheriff facilities necessary to serve new development be included as a public benefit in all development agreements; and
- (6) Greater commitment to affordable housing than that which is authorized by state law or county policies.

2. The Owner has agreed in the FADA to take best efforts to include in its construction and support services contracts language to help ensure that construction and operation jobs are filled by qualified permanent residents living in San Benito County. The Owner has also agreed to sponsor two (2) job fairs to be conducted by the County through the One Stop Career Center to inform permanent residents of San Benito County about jobs involved in the construction and ongoing operation of the Project. The Owner has also agreed to encourage its contractors to cooperate with the County on such job fairs.

3. The Owner has agreed to permanently preserve more than 25,000 acres of on-site and off-site mitigation lands for purposes of wildlife habitat and migration corridor preservation, grazing, and open space.

4. The FADA also provides for annual payments to the County on improvements which would otherwise be exempt from taxation pursuant to Revenue and Taxation Code Section 73. These payments, which would not otherwise be due to the County, will allow the County to provide additional benefits such as those specified in section 19.11.003 as well as funding other vital County infrastructure and services.

Finding 7: That the FADA is in the best interests of the public.

Evidence:

1. The FADA is in the best interests of the public for all of the reasons included herein.

Attachments:

- A. Redline Showing Changes of First Amended Development Agreement Compared to 2010 Development Agreement
- B. Addendum
- C. Planning Commission Resolution
 - Attachment "A" to Planning Commission Resolution – Proposed Ordinance
 - Attachment "A" to Proposed Ordinance – APNS
 - Attachment "B" to Proposed Ordinance – Amended Development Agreement
 - Attachment "C" to Proposed Ordinance – Findings and Evidence