

# Tuleyome

DEEP HOME PLACE

*We Dream, We Act, We Get Things Done*

*Protecting the wild and agricultural heritage  
of the Putah and Cache Creek Watersheds  
for existing and future generations.*

November 20, 2008

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**Re: Draft General Plan Comments – CEQA Documentation**

Dear Mr. Morrison:

Tuleyome has reviewed the County of Yolo Draft 2030 Countywide General Plan and makes the following comments. We have grouped them as to general and specific comments. Please review these comments to determine whether any comments raise issues that need to be addressed in the CEQA document for the General Plan Update; please address those topics in the CEQA document. We also note that we may have additional comments through the general plan review process.

General Comments:

1. Tuleyome feels that it is inadvisable to combine the Agriculture and Economic Development sections in the general plan. Certainly agriculture is a predominant economic generator in the county and we very much support the counties efforts to protect and promote agriculture. However, combining these elements deemphasizes other opportunities for economic growth such as eco-tourism and cooperation with new city related economic initiatives.

As an example, Tuleyome has proposed the establishment of the Berryessa Snow Mountain National Conservation Area on the regions public lands. Attached is the executive summary of our report entitled *The Berryessa Snow Mountain Region- The Undiscovered Landscape: A Status Review and Management Recommendations for a National Conservation Area*. The full report will be available on our web site at [www.tuleyome.org](http://www.tuleyome.org).

This proposal has significant economic development opportunities for both agriculture through cause-related-branding and for gateway communities such as Winters, Esparto, and Guinda.

Attached are the executive summaries of reports entitled *Economic Potential for Gateway Communities* and *Economic Potential for Branding Near the NCA* which outline these opportunities. The full reports will also be on our web page.

These potential economic opportunities revolve around the protection and promotion of public lands. Another good example is the development of the Pacific Flyway Center at the Yolo Basin Wildlife Area near the intersection of I-80 and the Pacific Flyway. Birding tourism is a \$10 billion dollar industry and Yolo County should work hard to capture some of these dollars.

2. Climate Change and increasing energy costs will significantly change the way we live and do business. Despite the short term decline in cost relating to a world wide recession and decrease in demand, energy costs will increase significantly over the life of the General Plan. Yolo County is to be complemented for their recent work on this issue and for emphasizing the measures that are present in this Draft General Plan. However, a thorough analysis of climate change issues will require a reevaluation of the proposed land use element. In particular this relates to rural community development such as proposed at Dunnigan. The EIR for the general plan must evaluate the impact of increased housing at Dunnigan where most workers will have an extra 17 mile (one-way) trip added to their daily work commute with little opportunity for alternative transit against the location of those housing units in and around existing cities such as Davis, Woodland and West Sacramento where real transit opportunities exist. The same analysis must be done for proposed growth in Madison. The City of Stockton recently settled a lawsuit with Edmund G. Brown., Attorney General of California and others over the adequacy of CEQA review with respect to climate change and the need to reduce greenhouse gas that related directly to how and where development occurs. We are attaching that Memorandum of Agreement.
3. Increasing energy costs will have a large impact on agriculture as costs for tractor and airplane operation and fertilizer increase. The non-profit Roots of Change organization ([www.rocfund.org](http://www.rocfund.org)) has begun to address this and other needs for a changing agricultural system with respect to increasing fuel costs, food system sustainability, environment, and healthy communities and people. They have developed a Declaration for Healthy Food and Agriculture which is attached to this letter. The reasons for this declaration are as follows:

The movement to create a healthier food and agriculture policy in the US has been slowly and steadily gaining ground for well over a decade. Those all around the nation who began the work are encouraged by the progress and simultaneously concerned by the pace of change given the disproportionate impact of food and agriculture on personal and planetary health.

The public's increasing interest and the media's deepening coverage of climate change, energy, agriculture, rural poverty, labor issues, food costs, food quality and obesity may finally illuminate the interrelationship of these crises and provide a context for urgently needed changes, which are clearly possible.

The Declaration is meant to provide:

1. A clear statement of what kind of policy is needed now, endorsed by a broad base of organizations and individuals with a long-established commitment to a healthier food and agriculture.
2. An invitation to all Americans to join in the improvement effort by taking action in their own lives and communities and by offering them a way to call on policymakers to support comprehensive change.
3. A set of principles from which policy makers can craft policy that will lead to a healthier system.

Tuleyome strongly encourages Yolo County to adopt the attached Declaration and to incorporate its principles into this General Plan.

4. Much has been learned about conservation biology since the last Yolo County General Plan. In particular, biologists recognize the general need for large, little-disturbed habitat areas with connecting migratory corridors. The General Plan needs to include this in its conservation element, based on a possibility that the Yolo Natural Heritage Program plan (HCP/NCCP) is not adopted. That is, what would be the policy framework in the conservation portion of the General Plan if the HCP/NCCP is not available to satisfy the County's need for a large-scale conservation plan? What elements would the General Plan include? As an example, the proposed Berryessa Snow Mountain National Conservation Area contains important core areas, including BLM-managed public lands at the Berryessa Peak, Blue Ridge and Cache Creek units. These lands represent an important south-north migratory corridor that intersects with the east-west migratory corridors along the riparian habitat of Putah and Cache Creeks. The general plan needs to recognize the importance of protecting these core areas and the necessity for safe passage along the intervening corridors.

Migratory corridors are not just a thin strip along these creeks but must be considered as a mosaic in association with agriculture practices. In many respects the farmers of Yolo County have recognized this through the establishment of tail ponds, hedge rows and other native plantings and the recognition that some crops such as alfalfa are of particular importance as foraging habitat for Swainson's hawk. We support the general plan policies that support and encourage this conservation work by Yolo County farmers.

Specific Comments:

**Vision**

VI-4. 2.5. This list should include camping.

**Land Use**

LU-15. Policy LU-2.3. We support the intent of this policy.

LU-15. Policy LU-2.4. We support the intent of this policy.

LU-19. Policy LU-3.8. This policy will help to avoid many significant mistakes.

LU-22. Policy LU-6.11c. We support this policy. If this area is to be developed based upon prior entitlements, the development should be denser in the range of 8 to 12 units per acre. Clusters and smaller homes should be encouraged.

LU-26. Goal CC-2. Community Planning, Goal CC-3 Planned Development, and Goal CC-4 Project Design. These are generally good sections defining “smart growth.” Of particular importance is Policy cc-3.3 that requires that jobs are created concurrent with housing.

LU-30. Policy CC-3.5B. We are concerned about building in the hills as these “poorer” soils often contain important plants and animals. The policy should be changed to discourage building in the hills.

LU-49. Action CC-A26. We support this policy although it should be changed to read prohibit the location of new homes in the hills to the extent feasible.

LU-50. Add CC-A32. Investigate and implement designation of I-505 as a national scenic highway.

### **Agriculture**

AG-7c. Agriculture Water Supply. New developments and housing can create problems for irrigation delivery systems. The county should consult closely with the YCFCWCD on all development and zoning applications to ensure they do not impinge on the existing delivery system.

AG-20. Policy AG-1.5. This policy must be modified so as not to discourage or limit restoration to habitat.

AG-20. Policy AG-1.7. This is an important policy to protect farmland in Yolo County and we support it.

AG-21. Policy AG-1.14. This is an important policy to protect farmland in Yolo County and we support it.

AG-21. AG-1.21. Affordable farming. We support efforts to develop and encourage incubator farms.

AG-22. Policy AG-2.8. We support this policy.

AG-22. Policy AG-2.9. We support this policy

AG-22. Policy AG-2.10. We oppose this policy as written. While we are sympathetic to this issue, each habitat area must be treated on an individual basis. This policy should not become a constraint on appropriate restoration work.

AG-22. Policy AG-2.12. Flood management within the Yolo Bypass must be the primary use. Agriculture, recreation and habitat should be balance with the one proviso that the need for shallow water fish nurseries may be the major secondary use in the southern portion of the Bypass.

AG-23. Policy AG-2.13. While recognizing that the farming community generally does not waste their resources with excessive application of expensive pesticide, herbicide and fertilizers, this should be county policy.

AG-24. Policy AG-3.1. Dunnigan Hills. This district if it is to be established must recognize the need to protect sensitive species habitat.

AG-27. Action AG-A1. Agricultural Mitigation. We are opposed to this Action and the related policies that direct this action. A discussion of this issue was held at the County Ag Working Group meetings. While the current ordinance emphasizes

adjacency, there was a lot of discussion as to whether this was the best criteria for protecting agriculture. Is it better to mitigate in an area with prime soils that is further from growth boundaries, and in area where larger contiguous parcels can be protected or should the adjacency be the major criteria. This item needs more discussion and planning.

AG-31. Action AG-A21. We support this action.

AG-32. Action AG-A22. We support this action. As noted in our general comments there are economic opportunities associated with cause related branding associated with the proposed Berryessa Snow Mountain National Conservation Area.

### **Conservation and Open Space Element**

**Needed Addition.** One area we would like to see addressed in the policies for open space is the abandonment of roads. Road rights-of-way are important to access public lands, as well as current and potential future connectors for trails and access to lands that may be acquired in the future. We would like to see a policy that does not allow for future road abandonments, but instead retains the public right-of-way while either ending maintenance of the road or closing it to motor vehicles other than those needed to serve parcels behind the closed area. If a road were to be abandoned, a right-of-way for future use as a public hiking trail should be retained. Both ideas are supported by the California Streets and Highways Code.

**CO-6.** Top of page. The Conservation Partnership is actually called the Blue Ridge Berryessa Natural Areas Conservation Partnership

**Figure CO-1.** This Figure is inaccurate in that it combines BLM managed public lands with private land conservation easement. They need to be separated in the legend and in color. This figure also shows the Blue Ridge trail, which we support, although the location north of the BLM Berryessa Peak unit is inaccurate. The trail actually leaves the crest and moves to the Napa County side of the range before returning to the crest at the BLM Blue Ridge unit. With sensitivity for landowner concerns it is possible to draw the trail south of the Berryessa unit to the BLM trail easement as a dotted line.

**CO-8.** The proper name is the Berryessa Snow Mountain National Conservation Area. This proposal involves **only** public lands. The region extends 100 miles from south of Putah Creek to Snow Mountain in the Mendocino National forest and ranges in elevation from under 3000 feet in the Blue Ridge to over 7000 feet at Snow Mountain. It consists of about 470,000 acres. Serpentine soils with rare and endemic plants, chaparral, blue oak woodland, riparian habitat, and sub-alpine habitat make this region an important part of the California Floristic Province which is one of the biological hotspots on the planet. Its south-north orientation and the increase in elevation northward makes this region ideally suited for climate change mitigation where plants and animals must migrate north and/or upslope. Additional information on this proposal including a map of public lands can be found at [www.tuleyome.org](http://www.tuleyome.org).

Because policy CO-8 would address climate change a “climate icon” should be added to this policy.

**CO-11.** The Cache Creek State Wild and Scenic River should be mentioned in this section and noted on Figure CO-3.

**Goal CO-1.** Policies CO1.1 through CO1.17: Tuleyome is very supportive of efforts to preserve the open spaces of Yolo County, and to provide compatible recreation opportunities. In particular, Policies which support integrated networks of open space, as well as trail networks, are particularly favorable.

Tuleyome was an active participant in development of the County Parks Plan, Open Space and Recreation Element of the General Plan, as well as the Oak Woodlands Management Plan. We have previously supported and encouraged development of trail networks and preservation of resource areas. For these reasons, we strongly support policies CO-1.1 through CO-1.17.

**CO-13.** Policy CO-1-18. Out-of-county mitigation easement. We generally support out-of-county mitigation. However, this is a complex issue that has not yet had extensive discussion in the county. It is also directly related to the recent discussion at the Board of Supervisors concerning habitat use permits that directed that a discussion and meeting of stakeholders occur. It may be premature to include this at this time.

**CO-14.** Policy CO-1.19. The correctly listed entities that are working on this trail include the Napa County Regional Parks and Open Space District, Berryessa Trails and Conservation, Bureau of Land Management, California Department of Fish and Game, and Tuleyome.

Tuleyome has long worked, both collectively and through our individual members, in support of the Blue Ridge Trail. Successes to date include maintenance of the existing trail segment with BLM; Tuleyome’s acquisition of the 640-acre Ireland Ranch, which connects with the BLM’s Berryessa Peak Unit to allow extension of the trail; and the voluntary donation of a trail easement through private land on the Napa side of the Ridge, which will allow connection of the existing Blue Ridge Trail from Cache Creek to the Ireland Ranch, 30-miles down the ridge. At Monticello Dam, the BLM acquired, in the late 1980s, from willing sellers, about 2 miles of trail coming up to the ridge from the dam.

This concept is nearing completion, and it is important that Yolo County recognize and support this ‘big vision’ of providing a ridge trail for Yolo County residents and tourists. Supporting the trail puts Yolo County in the position of being able to plan wisely for connections to the trail, alignment issues, as well as necessary signage. Opponents of the trail incorrectly state the trail will go through the private property of unwilling owners. This is not the case. The vast majority of the 38-mile trail

(approximately 35 miles) is on existing public land. The remaining right-of-way will only be acquired through willing participants who may grant an easement or sell land to a public entity for completion of the trail.

**CO-14.** Policy CO-1.20. Tuleyome strongly supports creation of a new State Park in Yolo County.

**CO-14.** Policy CO-1.22. Tuleyome encourages the County to increase enforcement against illegal OHV use in other areas of Yolo County and that appropriate environmental mitigation and review are applied to any chosen site. Without increased enforcement against illegal OHV use, an increase of OHV use in the County through creation of a dedicated park could increase illegal riding as well.

**CO-15.** Action CO-A4. Again, the proposal name is the Berryessa Snow Mountain National Conservation Area.

**CO-16.** Action CO-A12. We strongly support this Action item. But, we might recommend that a bond measure also address farmers' water needs and habitat.

**CO-18. Biological Resources.** This background section is generally inadequate in its description of conservation biology. While various habitat types are described the necessary biological processes to ensure the ecological integrity of these habitats and the populations of plants and animals associated with them is lacking. There is no mention of core areas or connectivity corridors and the need to maintain them. An action item to adopt and implement the Yolo Natural Heritage Program is inadequate for this general plan. The YNHP has not been adopted and may never be, and a general plan that relies on the presence of a future plan that is not adopted or an action that never takes place is legally inadequate; until the YNHP is in statute the General Plan must include a self-standing conservation element that meets all General Plan law and CEQA guidelines.

**CO- 22.** Policies CO-2.1 through CO-2.16: Tuleyome supports policies that encourage protection or restoration of native habitats. These policies will further those goals.

**CO- 23.** Policies CO-2.17 through CO-2.18: Clustering of developments would be preferable over lack of clustering. However, directing development to existing communities, in addition to clustering, would be preferable.

**CO-24.** Policy CO-2.29: Tuleyome supports setbacks that protect sensitive habitat and provide for compatible recreation. However, we believe the minimum should be increased. A 100-foot "buffer" allows uses to still be quite close to creek banks and could still impact habitat and animals within the sensitive zones. A larger minimum setback would be preferable and may be necessary in some cases.

**CO-27.** Action CO-A28. Additional wording or another action item should be added to specifically include a countywide program to reintroduce fall-run anadromous salmonids to Cache Creek. This would include passage or elimination of fish barriers and improvements in habitat. Similarly, another action item or additional wording should be added to include enhancement of shallow-water fish habitat in the Yolo Bypass. The Cache Slough area has perhaps the highest potential to increase fish breeding and survival in the delta region.

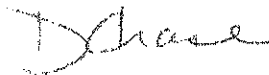
**CO-40.** Policy CQ-4.13: Native American archaeological and cultural resources are difficult to be mitigated once disturbed. Emphasis should be on avoidance.

**CO-54.** Policy 5.11. There has been no recent economic analysis or environmental review on completion of Tehama-Colusa Canal. The General Plan should not facilitate or encourage the completion of the canal as a specific project until this review is completed.

**Conclusion:**

Thank you for the opportunity to comment on the County of Yolo Draft 2030 Countywide General Plan. We look forward to working with you on the EIR review and final General Plan review.

Sincerely,



Debra Chase  
Executive Director

**Attachments:**

Berryessa Snow Mountain National Conservation Area Executive Summary  
Gateway Economic Report Executive Summary  
Agriculture Cause Related Branding Economic Report Executive Summary  
Declaration for Healthy Food  
Stockton Memorandum of Agreement



Attachment 1: Berryessa Snow Mountain National Conservation Area

### Executive Summary

“What really needs protection is the lowlands, which is where extraordinary numbers of species exist, and which do face pressure. The proposed Berryessa Snow Mountain National Conservation Area is exactly the kind of place that needs protection.”

Dr. Glen Holstein,

California Native Plant Society, Sacramento

The public lands of the Berryessa Snow Mountain region stretch from the lowlands of Putah Creek below Lake Berryessa across remote stretches of Cache Creek and up to the peaks of Goat Mountain and Snow Mountain. This vast expanse—nearly 500,000 acres in the wild heart of California’s inner Coast Ranges—provides habitat and critical long-term movement corridors for many species of wildlife; the area also registers a level of plant biodiversity so high as to make it an unusually rich part of the California Floristic Province, which is a biological hotspot on the planet.

Situated north of San Francisco and west of Sacramento, the region includes substantial portions of Lake and Napa counties, as well as portions of Yolo, Colusa, Glenn, and Solano counties. It is managed by a mix of federal, state, and local governmental agencies and encompasses wilderness, recreation lands, wildlife areas, and undeveloped watersheds.

The region’s diversity begins with its geology, a mixture of ancient sea floor and young volcanic rocks that exhibit plate tectonics at work. Putah Creek, Cache Creek, Eel River, and Stony Creek—the principal water sources—provide life to this diverse place. Along with their tributaries, these waterways are the threads of riparian habitat that harbor river otters, native fish, and sensitive amphibians such as the yellow-legged frog. Oak woodlands provide food and shelter to mule deer, black bear, mountain lion, and a vast number of birds. Chaparral clothes the region’s more arid slopes and harbors native pollinators. Remnants of California’s once extensive grasslands, which are being restored here, feed herds of tule elk. Old-growth forests support spotted owl, marten, and fisher. Rare and endemic plants on serpentine soils provide a laboratory of evolution. Over the landscape fly bald and golden eagles, peregrine falcons, and goshawks.

This region is situated close to the University of California, Davis (UC Davis), and has therefore been heavily studied. This research has contributed tremendously to our understanding of nature. The ecological interactions among soil, vegetation, wildlife, and water support the region’s fertile working landscape, which includes ranchlands, vineyards, orchards, managed forests, and (until recently) mines. The water that nourishes the natural environment also supports nearby urban populations and agricultural operations in other areas.

The Berryessa Snow Mountain region is threatened by encroaching development. The Sacramento and San Francisco metropolitan areas are expected to gain millions of new residents within the next ten years, which will fuel the existing development engine to

even higher speeds. As population spreads into the Berryessa Snow Mountain area, roads and development threaten to fragment this grand, unbroken expanse and limit wildlife movement.

With greater population comes increased need for recreation. Already the time and resources of local land managers are stretched thin as they attempt to manage current recreational demands on the region. Expanding need for water puts still more pressure on riparian areas that are already much altered.

At the same time invasive species that accompany human migration are increasingly displacing the rare plants unique to this area and reducing or degrading wildlife habitats. Further compounding the effects of human encroachment are the effects of climate change, to which plants and animals must adjust. For many of them the Berryessa Snow Mountain region is in future likely to be the only available source of refuge and migration routes.

All of the threats create tremendous management challenges. Yet the land is managed by many different entities, ranging from large federal agencies to relatively small nongovernmental organizations. This leads to widely differing goals, practices, and resources. Adequate protection of this unique landscape requires landscape-level management, and this can only happen with cooperation among the land managers.

A National Conservation Area (NCA) designation by the U.S. Congress for the public lands of the Berryessa Snow Mountain region (BSM) will represent acknowledgement of the region's value to the nation. The NCA designation will provide a framework for better coordination in the management of the public lands within the BSM, making it easier for farmers and ranchers to work with adjacent public landowners. National recognition as an NCA will also assist in the development of public and private conservation funding for the protection of the regional landscape, whether publicly or privately owned. Studies have shown that communities near the proposed NCA stand to benefit because the NCA designation provides greater visibility for an area. As a result communities can become more desirable as tourist destinations, attract a more diverse workforce, broaden their economic base, and gain new opportunities for marketing local products, especially agricultural ones, and funding conservation projects.

Private lands are not included in the NCA boundary and are not affected in any way by a nearby NCA designation. Water rights are also not affected. Local and state governments and agencies will retain their decision-making authority.

Lacking any formal recognition or framework, the Berryessa Snow Mountain region has not had the visibility that would allow it to compete with areas like the Santa Rosa and San Jacinto Mountains National Monument, the Santa Monica Mountains, or Lake Tahoe for state and federal resources. The consequences of a National Conservation Area designation include the following:

- A formal name will be given to the specific geographic area in question.
- Congress will acknowledge the local and national importance of the region.
- A Public Advisory Committee will be formed to provide official citizen input.

- A coordinated multiagency management plan for the public lands within the region will be developed, allowing for protection of ecological resources on a landscape level and a region-wide management of public recreation use.

Such formal recognition will make it easier to obtain state and federal funds for conservation and environmental stewardship, support ongoing restoration and enhancement projects, and develop a recreation program for the entire region that provides access on public lands while ensuring protection of the area's environmental resources.

Attachment 2: Berryessa Snow Mountain Economic Benefits Report

### **Executive Summary**

The proposed Berryessa Snow Mountain National Conservation Area (BSM NCA) stretches 90 miles along the Inner Coast Range in northern California encompassing 500,000 acres of publicly managed land.

This report looked at the potential economic opportunities that a proposed NCA could offer two adjacent gateway communities—Winters in Yolo County and Clearlake in Lake County. A review of the literature indicates that the most successful gateway communities will have both a current favorable economic foundation on which to build and a strong political will and community support for becoming a gateway community.

The Sonoran Institute has documented the diverse range of economic benefits from an NCA. The report examines some of the economic benefits that previous designations have brought to their gateway communities and evaluates possibilities to the communities near the proposed BSM NCA. Some of the most commonly cited economic benefits associated with tourism and increased in-migration are: economic diversification, property enhancement, lower public services costs (i.e. taxes), and recreation.

Using publically available data from the U.S. Department of Commerce, in addition to personal interviews with key stakeholders, economic trends in both communities were examined. The report looks at the economic indicators of population, educational attainment, income and employment in each community. It also examined changes in tourism shown by changes in Transient Occupancy Tax (TOT) and other tourism-related industries. Finally the report looks to the regional asset indicators of workforce and innovation, lifestyle, and financial capacity to help quantify regional development and growth providing a more complete picture of the economic potential of the regions.

Both counties were found to have the ability to benefit economically from the designation of the proposed BSM NCA through increased off-season tourism, and in-migration of wealthy retirees. While both cities would gain benefits, they probably would not benefit equally.

Winters was found to be poised for prosperity; it has the economic foundation that the NCA can immediately build upon. It has a highly skilled workforce, high levels of education, population growth (but not exponential population growth), high levels of natural and human amenities, and growing levels of tourism-related industries. Although Clearlake a weaker economic foundation, as is apparent in the trends and indicators, it has improved since 1969. The city still has a lot of room for improvement and is not as well set up economically to immediately take advantage of the NCA. However, there is strong political will and the community support to make it happen. Clearlake has more to gain economically, and therefore, is more welcoming to embracing the NCA and potential economic benefits.

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The designation of the proposed NCA would be the first step towards economic prosperity and development in these regions.

### Attachment 3: Berryessa Snow Mountain Agriculture Cause Related Branding Economic Benefit Report

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## Executive Summary

Opportunities for successful marketing of agricultural products will increase for local farmers and ranchers if the Berryessa Snow Mountain region becomes a National Conservation Area (NCA). This paper focuses on agricultural branding opportunities in Yolo and Lake Counties, since the gateway communities of Winters and Clearlake reside within their borders. In order to find out whether the creation of a NCA could create value for regional agriculture, individuals were surveyed at farmers markets in San Francisco, as well as the counties of Yolo and Lake. The average survey participant indicated they would pay a 17% premium for a NCA rib eye steak (see appendix). The data collected in this survey comes as no surprise when viewed in light of the research described below and throughout the paper.

Cause related marketing spending by corporations has been growing in the US an average of 12.5% per year for the past four years (“Cone Millennial,” 2008). The NCA would both draw attention to the geographical region and make a powerful sustainability statement, namely the protection of 500,000 acres of public lands. Agricultural products, if associated with the NCA, would benefit from the increasingly popularity of “local” and “sustainable” labeling in the food industry.

In *Regional Agricultural Marketing: A Review of Programs in California*, published by the University of California in 2006, members of agricultural marketing programs in Northern California are interviewed. Based on these interviews, the study concludes that “point of origin” and “certified sustainability” are the most effective branding concepts for regional agricultural marketing programs (Feenstra, 2006).

There is an increasing focus in Yolo and Lake counties on local food products. The Yolo county Agricultural department’s \$300,000 funding of the project “A Taste of Yolo”, which promotes local foods, has resulted in many citizens feeling that buying regional foods is essential (Evans, interview, July 23, 2008). In Lake County, vineyard acreage has increased an average of 8% for the past 7 years and the chamber of commerce has created wine tour maps to showcase the vineyards.

The organic sector showed the second highest gross value of production of Yolo County’s 8 major commodities in 2007. The organic sector’s success is most likely due to direct marketing as neither unit price increase nor acreage increase accounts for the impressive gross value of production in this sector. It is estimated that 75% of Yolo County direct marketing sales comes from the organic sector (Hardesty, 2005). Direct marketing’s regional success bodes well for NCA branding since it would be most wisely used in conjunction with direct marketing.

In this report three case studies are presented to show how the NCA could potentially benefit agriculturalists: Country Natural Beef, based in Oregon, Yampa Valley Beef, with headquarters in Colorado, and Five Dot Ranch, based closer to the potential NCA region in Standish California.

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These companies demonstrate how sustainability, locale, and land conservation can increase market share and profitability. A Berryessa Snow Mountain National Conservation Area could be used as a marketing tool by agriculturalists in the region to bolster local and sustainability labeling claims.

#### Attachment 4: Declaration for Healthy Food

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**We, the undersigned, believe that a healthy food system is necessary to meet the urgent challenges of our time.** Behind us stands a half-century of industrial food production, underwritten by cheap fossil fuels, abundant land and water resources, and a drive to maximize the global harvest of cheap calories. Ahead lie rising energy and food costs, a changing climate, declining water supplies, a growing population, and the paradox of widespread hunger and obesity.

These realities call for a radically different approach to food and agriculture. We believe that the food system must be reorganized on a foundation of health: for our communities, for people, for animals, and for the natural world. The quality of food, and not just its quantity, ought to guide our agriculture. The ways we grow, distribute, and prepare food should celebrate our various cultures and our shared humanity, providing not only sustenance, but justice, beauty and pleasure.

Governments have a duty to protect people from malnutrition, unsafe food, and exploitation, and to protect the land and water on which we depend from degradation. Individuals, producers, and organizations have a duty to create regional systems that can provide healthy food for their communities. We all have a duty to respect and honor the laborers of the land without whom we could not survive. The changes we call for here have begun, but the time has come to accelerate the transformation of our food and agriculture and make its benefits available to all.

We believe that the following twelve principles should frame food and agriculture policy, to ensure that it will contribute to the health and wealth of the nation and the world. A healthy food and agriculture policy:

1. Forms the foundation of secure and prosperous societies, healthy communities, and healthy people.
2. Provides access to affordable, nutritious food to everyone.
3. Prevents the exploitation of farmers, workers, and natural resources; the domination of genomes and markets; and the cruel treatment of animals, by any nation, corporation or individual.
4. Upholds the dignity, safety, and quality of life for all who work to feed us.
5. Commits resources to teach children the skills and knowledge essential to food production, preparation, nutrition, and enjoyment.
6. Protects the finite resources of productive soils, fresh water, and biological diversity.
7. Strives to remove fossil fuel from every link in the food chain and replace it with renewable resources and energy.
8. Originates from a biological rather than an industrial framework.



9. Fosters diversity in all its relevant forms: diversity of domestic and wild species; diversity of foods, flavors and traditions; diversity of ownership.
10. Requires a national dialog concerning technologies used in production, and allows regions to adopt their own respective guidelines on such matters.
11. Enforces transparency so that citizens know how their food is produced, where it comes from, and what it contains.
12. Promotes economic structures and supports programs to nurture the development of just and sustainable regional farm and food networks.

Our pursuit of healthy food and agriculture unites us as people and as communities, across geographic boundaries, and social and economic lines. We pledge our votes, our purchases, our creativity, and our energies to this urgent cause.

David Morrison, Assistant Director, Yolo County Planning and Public Works Department  
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Attachment 5: Stockton Memorandum of Agreement

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Stockton  
Memorandum of Agre

## MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is entered into by and between the City of Stockton ("City"), Edmund G. Brown Jr., Attorney General of California, on behalf of the People of the State of California ("Attorney General"), and the Sierra Club, and it is dated and effective as of the date that the last Party signs ("Effective Date"). The City, the Attorney General, and the Sierra Club are referred to as the "Parties."

### RECITALS

On December 11, 2007, the City approved the 2035 General Plan, Infrastructure Studies Project, Bicycle Master Plan, Final Environmental Impact Report ("EIR"), and Statement of Overriding Considerations. The General Plan provides direction to the City when making land use and public service decisions. All specific plans, subdivisions, public works projects, and zoning decisions must be consistent with the City's General Plan. As adopted in final form, the General Plan includes Policy HS-4.20, which requires the City to "adopt new policies, in the form of a new ordinance, resolution, or other type of policy document, that will require new development to reduce its greenhouse gas emissions to the extent feasible in a manner consistent with state legislative policy as set forth in Assembly Bill (AB) 32 (Health & Saf. Code, § 38500 et seq.) and with specific mitigation strategies developed by the California Air Resources Board (CARB) pursuant to AB 32[.]" The policy lists the following "potential mitigation strategies," among others, for the City to consider:

- (a) Increased density or intensity of land use, as a means of reducing per capita vehicle miles traveled by increasing pedestrian activities, bicycle usage, and public or private transit usage; and
- (b) Increased energy conservation through means such as those described in Appendix F of the State Guidelines for the California Environmental Quality Act.

The 2035 General Plan also includes other Policies and goals calling for infill development, increased transit, smart growth, affordable housing, and downtown revitalization.

In December 2006, in accordance with the requirements of the California Environmental Quality Act ("CEQA"), the City prepared and circulated a Draft EIR. Comments were received on the EIR; the City prepared responses to these comments and certified the EIR in December 2007.

On January 10, 2008, the Sierra Club filed a Petition for Writ of Mandate in San Joaquin County Superior Court (Case No. CV 034405, hereinafter "Sierra Club Action"), alleging that the City had violated CEQA in its approval of the 2035 General Plan. In this case, the Sierra Club asked the Court, among other things, to issue a writ directing the City to vacate its approval of the 2035 General Plan and its certification of the EIR, and to award petitioners' attorney's fees and costs.

The Attorney General also raised concerns about the adequacy of the EIR under CEQA, including but not limited to the EIR's failure to incorporate enforceable measures to mitigate the greenhouse gas ("GHG") emission impacts that would result from the General Plan.

The City contends that the General Plan and EIR adequately address the need for local governments to reduce greenhouse gas ("GHG") emissions in accordance with Assembly Bill 32, and associated issues of climate change.

Because the outcome of the Parties' dispute is uncertain, and to allow the Stockton General Plan to go forward while still addressing the concerns of the Attorney General and the Sierra Club, the Parties have agreed to resolve their dispute by agreement, without the need for judicial resolution.

The parties want to ensure that the General Plan and the City's implementing actions address GHG reduction in a meaningful and constructive manner. The parties recognize that development on the urban fringe of the City must be carefully balanced with accompanying infill development to be consistent with the state mandate of reducing GHG emissions, since unbalanced development will cause increased driving and increased motor vehicle GHG emissions. Therefore, the parties want to promote balanced development, including adequate infill development, downtown vitalization, affordable housing, and public transportation. In addition, the parties want to ensure that development on the urban fringe is as revenue-neutral to the City as to infrastructure development and the provision of services as possible.

In light of all the above considerations, the Parties agree as follows, recognizing that any legislative actions contemplated by the Agreement require public input and, in some instances, environmental review prior to City Council actions, which shall reflect such input and environmental information, pursuant to State law:

## AGREEMENT

### Climate Action Plan

1. Within 24 months of the signing of this Agreement, and in furtherance of General Plan Policy HS-4.20 and other General Plan policies and goals, the City agrees that its staff shall prepare and submit for City Council adoption, a Climate Action Plan, either as a separate element of the General Plan or as a component of an existing General Plan element. The Climate Action Plan, whose adoption will be subject to normal requirements for compliance with CEQA and other controlling state law, shall include, at least, the measures set forth in paragraphs 3 through 8, below.

2. The City shall establish a volunteer Climate Action Plan advisory committee to assist the staff in its preparation and implementation of the Plan and other policies or documents to be adopted pursuant to this Agreement. This committee shall monitor the City's compliance with this Agreement, help identify funding sources to implement this Agreement, review in a timely manner all draft plans and policy statements developed in accordance with this Agreement (including studies prepared pursuant to Paragraph 9, below), and make recommendations to the Planning Commission and City Council regarding its review. The committee shall be comprised of one representative from each of the following interests: (1) environmental, (2) non-profit community organization, (3) labor, (4) business, and (5) developer. The committee members shall be selected by the City Council within 120 days of the Effective Date, and shall serve a one-year term, with no term limits. Vacancies shall be filled in accordance with applicable City policies. The City shall use its best efforts to facilitate the committee's work using available staff resources.

3. The Climate Action Plan shall include the following measures relating to GHG inventories and GHG reduction strategies:

- a. Inventories from all public and private sources in the City:
  - (1) Inventory of current GHG emissions as of the Effective Date;
  - (2) Estimated inventory of 1990 GHG emissions;
  - (3) Estimated inventory of 2020 GHG emissions.

The parties recognize that techniques for estimating the 1990 and 2020 inventories are imperfect; the City agrees to use its best efforts, consistent with methodologies developed by ICLEI and the California Air Resources

Board, to produce the most accurate and reliable inventories it can without disproportionate or unreasonable staff commitments or expenditures.

b. Specific targets for reductions of the current and projected 2020 GHG emissions inventory from those sources of emissions reasonably attributable to the City's discretionary land use decisions and the City's internal government operations. Targets shall be set in accordance with reduction targets in AB 32, other state laws, or applicable local or regional enactments addressing GHG emissions, and with Air Resources Board regulations and strategies adopted to carry out AB 32, if any, including any local or regional targets for GHG reductions adopted pursuant to AB 32 or other state laws. The City may establish goals beyond 2020, consistent with the laws referenced in this paragraph and based on current science.

c. A goal to reduce per capita vehicle miles traveled ("VMT") attributable to activities in Stockton (i.e., not solely due to through trips that neither originate nor end in Stockton) such that the rate of growth of VMT during the General Plan's time frame does not exceed the rate of population growth during that time frame. In addition, the City shall adopt and carry out a method for monitoring VMT growth, and shall report that information to the City Council at least annually. Policies regarding VMT control and monitoring that the City shall consider for adoption in the General Plan are attached to this Agreement in Exhibit A.

d. Specific and general tools and strategies to reduce the current and projected 2020 GHG inventories and to meet the Plan's targets for GHG reductions by 2020, including but not limited to the measures set out in paragraphs 4 through 8, below.

4. The City agrees to take the following actions with respect to a green building program:

a. Within 12 months of the Effective Date, the City staff shall submit for City Council adoption ordinance(s) that require:

(1) All new housing units to obtain Build It Green certification, based on then-current Build It Green standards, or to comply with a green building program that the City after consultation with the Attorney General, determines is of comparable effectiveness;

(2) All new non-residential buildings that exceed 5000 square feet and all new municipal buildings that exceed 5000 square feet to be certified to LEED Silver standards at a minimum, based on the then-current LEED standards, or to comply with a green building program that the City, after consultation with the Attorney General, determines is of comparable effectiveness;

(3) If housing units or non-residential buildings certify to standards other than, but of comparable effectiveness to, Build It Green or LEED Silver, respectively, such housing units or buildings shall demonstrate, using an outside inspector or verifier certified under the California Energy Commission Home Energy Rating System (HERS), or a comparably certified verifier, that they comply with the applicable standards.

(4) The ordinances proposed for adoption pursuant to paragraphs (1) through (3) above may include an appropriate implementation schedule, which, among other things, may provide that LEED Silver requirements (or standards of comparable effectiveness) for non-residential buildings will be implemented first for buildings that exceed 20,000 square feet, and later for non-residential buildings that are less than 20,000 and more than 5,000 square feet.

(5) Nothing in this section shall affect the City's obligation to comply with applicable provisions of state law, including the California Green Building Standards Code (Part 11 of Title 24 of the California Code of Regulations), which, at section 101.7, provides, among other things, that "local government entities retain their discretion to exceed the standards established by [the California Green Building Standards Code]."

- b. Within 18 months of the Effective Date, the City staff shall submit for City Council adoption ordinance(s) that will require the reduction of the GHG emissions of existing housing units on any occasion when a permit to make substantial modifications to an existing housing unit is issued by the City.
- c. The City shall explore the possibility of creating a local assessment district or other financing mechanism to fund voluntary actions by owners of

commercial and residential buildings to undertake energy efficiency measures, install solar rooftop panels, install "cool" (highly reflective) roofs, and take other measures to reduce GHG emissions.

- d. The City shall also explore the possibility of requiring GHG-reducing retrofits on existing sources of GHG emissions as potential mitigation measures in CEQA processes.
- e. From time to time, but at least every five years, the City shall review its green building requirements for residential, municipal and commercial buildings, and update them to ensure that they achieve performance objectives consistent with those achieved by the top (best-performing) 25% of city green building measures in the state.

5. Within 12 months of the Effective Date, the City staff shall submit for City Council adoption a transit program, based upon a transit gap study. The transit gap study shall include measures to support transit services and operations, including any ordinances or general plan amendments needed to implement the transit program. These measures shall include, but not be limited to, the measures set forth in paragraphs 5.b. through 5.d. In addition, the City shall consider for adoption as part of the transit program the policy and implementation measures regarding the development of Bus Rapid Transit ("BRT") that are attached to this Agreement in Exhibit B.

- a. The transit gap study, which may be coordinated with studies conducted by local and regional transportation agencies, shall analyze, among other things, strategies for increasing transit usage in the City, and shall identify funding sources for BRT and other transit, in order to reduce per capita VMT throughout the City. The study shall be commenced within 120 days of the Effective Date.
- b. Any housing or other development projects that are (1) subject to a specific plan or master development plan, as those terms are defined in §§ 16-540 and 16-560 of the Stockton Municipal Code as of the Effective Date (hereafter "SP" or "MDP"), or (2) projects of statewide, regional, or areawide significance, as defined by the CEQA Guidelines (hereafter "projects of significance"), shall be configured, and shall include necessary street design standards, to allow the entire development to be internally accessible by vehicles, transit, bicycles, and pedestrians, and to allow access to adjacent neighborhoods and developments by all such modes of transportation.



- c. Any housing or other development projects that are (1) subject to an SP or MDP, or (2) projects of significance, shall provide financial and/or other support for transit use. The imposition of fees shall be sufficient to cover the development's fair share of the transit system and to fairly contribute to the achievement of the overall VMT goals of the Climate Action Plan, in accordance with the transit gap study and the Mitigation Fee Act (Government Code section 66000, *et seq.*), and taking into account the location and type of development. Additional measures to support transit use may include dedication of land for transit corridors, dedication of land for transit stops, or fees to support commute service to distant employment centers the development is expected to serve, such as the East Bay. Nothing in this Agreement precludes the City and a landowner/applicant from entering in an agreement for additional funding for BRT.
- d. Any housing or other development projects that are (1) subject to an SP or MDP or (2) projects of significance, must be of sufficient density overall to support the feasible operation of transit, such density to be determined by the City in consultation with San Joaquin Regional Transit District officials.

6. To ensure that the City's development does not undermine the policies that support infill and downtown development, within 12 months of the Effective Date, the City staff shall submit for City Council adoption policies or programs in its General Plan that:

- a. Require at least 4400 units of Stockton's new housing growth to be located in Greater Downtown Stockton (defined as land generally bordered by Harding Way, Charter Way (MLK), Pershing Avenue, and Wilson Way), with the goal of approving 3,000 of these units by 2020.
- b. Require at least an additional 14,000 of Stockton's new housing units to be located within the City limits as they exist on the Effective Date ("existing City limits").
- c. Provide incentives to promote infill development in Greater Downtown Stockton, including but not limited to the following for proposed infill developments: reduced impact fees, including any fees referenced in paragraph 7 below; lower permit fees; less restrictive height limits; less restrictive setback requirements; less restrictive parking requirements; subsidies; and a streamlined permitting process.

- d. Provide incentives for infill development within the existing City limits but outside Greater Downtown Stockton and excluding projects of significance. These incentives may be less aggressive than those referenced in paragraph 6.c., above.

7. Within 12 months of the Effective Date, the City staff shall submit for City Council adoption amendments to the General Plan to ensure that development at the City's outskirts, particularly residential, village or mixed use development, does not grow in a manner that is out of balance with development of infill. These proposed amendments shall include, but not be limited to, measures limiting the granting of entitlements for development projects outside the existing City limits and which are (1) subject to an SP or MDP, or (2) projects of significance, until certain criteria are met. These criteria shall include, at a minimum:

- a. Minimum levels of transportation efficiency, transit availability (including BRT) and Level of Service, as defined by the San Joaquin Council of Government regulations, City service capacity, water availability, and other urban services performance measures;
- b. Firm, effective milestones that will assure that specified levels of infill development, jobs-housing balance goals, and GHG and VMT reduction goals, once established, are met before new entitlements can be granted;
- c. Impact fees on new development, or alternative financing mechanisms identified in a project's Fiscal Impact Analysis and/or Public Facilities Financing Plan, that will ensure that the levels and milestones referenced in paragraphs 7.a. and 7.b., above, are met. Any such fees:
  - (1) shall be structured, in accordance with controlling law, to ensure that all development outside the infill areas within existing City limits is revenue-neutral to the City (which may necessitate higher fees for development outside this area, depending upon the costs of extending infrastructure);
  - (2) may be in addition to mitigation measures required under CEQA;
  - (3) shall be based upon a Fiscal Impact Analysis and a Public Facilities Financing Plan.
- d. The City shall explore the feasibility of enhancing the financial viability of infill development in Greater Downtown Stockton, through the use of such mechanisms as an infill mitigation bank.

8. The City shall regularly monitor the above strategies and measures to ensure that they are effectively reducing GHG emissions. In addition to the City staff reporting on VMT annually, as provided in paragraph 3.c., the City staff or the advisory committee shall report annually to the City Council on the City's progress in implementing the strategies and measures of this Agreement. If it appears that the strategies and measures will not result in the City meeting its GHG reduction targets, the City shall, in consultation with the Attorney General and Sierra Club, make appropriate modifications and, if necessary, adopt additional measures to meet its targets.

### **Early Climate Protection Actions**

9. To more fully carry out those provisions of the General Plan, including the policy commitments embodied in those General Plan Policies, such as General Plan Policy HS-4.20, intended to reduce greenhouse gas emissions through reducing commuting distances, supporting transit, increasing the use of alternative vehicle fuels, increasing efficient use of energy, and minimizing air pollution, and to avoid compromising the effectiveness of the measures in Paragraphs 4 through 8, above, until such time as the City formally adopts the Climate Action Plan, before granting approvals for development projects (1) subject to an SP or MDP, or (2) considered projects of significance, and any corresponding development agreements, the City shall take the steps set forth in subsections (a) through (d) below:

(a) City staff shall:

(1) formulate proposed measures necessary for the project to meet any applicable GHG reduction targets;

(2) assess the project's VMT and formulate proposed measures that would reduce the project's VMT;

(3) assess the transit, especially BRT, needs of the project and identify the project's proposed fair share of the cost of meeting such needs;

(4) assess whether project densities support transit, and, if not, identify proposed increases in project density that would support transit service, including BRT service;

- (5) assess the project's estimated energy consumption, and identify proposed measures to ensure that the project conserves energy and uses energy efficiently;
- (6) formulate proposed measures to ensure that the project is consistent with a balance of growth between land within Greater Downtown Stockton and existing City limits, and land outside the existing City limits;
- (7) formulate proposed measures to ensure that City services and infrastructure are in place or will be in place prior to the issuance of new entitlements for the project or will be available at the time of development; and
- (8) formulate proposed measures to ensure that the project is configured to allow the entire development to be internally accessible by all modes of transportation.
- (b) The City Council shall review and consider the studies and recommendations of City staff required by paragraph 9(a) and conduct at least one public hearing thereon prior to approval of the proposed project (though this hearing may be folded into the hearing on the merits of the project itself).
- (c) The City Council shall consider the feasibility of imposing conditions of approval, including mitigation measures pursuant to CEQA, based on the studies and recommendations of City staff prepared pursuant to paragraph 9(a) for each covered development project.
- (d) The City Council shall consider including in any development approvals, or development agreements, that the City grants or enters into during the time the City is developing the Climate Action Plan, a requirement that all such approvals and development agreements shall be subject to ordinances and enactments adopted after the effective date of any approvals of such projects or corresponding development agreements, where such ordinances and enactments are part of the Climate Action Plan.
- (e) The City shall complete the process described in paragraphs (a) through (d) (hereinafter, "Climate Impact Study Process") prior to the first discretionary approval for a development project. Notwithstanding the foregoing, however, for projects for which a draft environmental impact report has circulated as of the Effective Date, the applicant may request that the City

either (i) conduct the Climate Impact Study Process or (ii) complete its consideration of the Climate Action Plan prior to the adoption of the final discretionary approval leading to the project's first phase of construction. In such cases, the applicant making the request shall agree that nothing in the discretionary approvals issued prior to the final discretionary approval (i) precludes the City from imposing on the project conditions of approvals or other measures that may result from the Climate Impact Study Process, or (ii) insulates the project from a decision, if any, by the City to apply any ordinances and/ or enactments that may comprise the Climate Action Plan ultimately adopted by the City.

### Attorney General Commitments

10. The Attorney General enters into this Agreement in his independent capacity and not on behalf of any other state agency, commission, or board. In return for the above commitments made by the City, the Attorney General agrees:

- a. To refrain from initiating, joining, or filing any brief in any legal challenge to the General Plan adopted on December 11, 2007;
- b. To consult with the City and attempt in good faith to reach an agreement as to any future development project whose CEQA compliance the Attorney General considers inadequate. In making this commitment, the Attorney General does not surrender his right and duties under the California Constitution and the Government Code to enforce CEQA as to any proposed development project, nor his duty to represent any state agency as to any project;
- c. To make a good faith effort to assist the City in obtaining funding for the development of the Climate Action Plan.

### Sierra Club Commitments

11. The Sierra Club agrees to dismiss the Sierra Club Action with prejudice within ten (10) days of the Effective Date. Notwithstanding the foregoing agreement to dismiss the Sierra Club Action, the City and Sierra Club agree that, in the event the City should use the EIR for the 2035 General Plan in connection with any other project approval, the Sierra Club has not waived its right (a) to comment upon the adequacy of that EIR, or (b)

to file any action challenging the City's approval of any other project based on its use and/or certification of the EIR.

### General Terms and Conditions

12. This Agreement represents the entire agreement of the Parties, and supercedes any prior written or oral representations or agreements of the Parties relating to the subject matter of this Agreement.

13. No modification of this Agreement will be effective unless it is set forth in writing and signed by an authorized representative of each Party.

14. Each Party warrants that it has the authority to execute this Agreement. Each Party warrants that it has given all necessary notices and has obtained all necessary consents to permit it to enter into and execute this Agreement.

15. This Agreement shall be governed by and construed in accordance with the laws of the State of California.

16. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement will be binding upon the receipt of original, facsimile, or electronically communicated signatures.

17. This Agreement has been jointly drafted, and the general rule that it be construed against the drafting party is not applicable.

18. If a court should find any term, covenant, or condition of this Agreement to be invalid or unenforceable, the remainder of the Agreement shall remain in full force and effect.

19. The City agrees to indemnify and defend the Sierra Club, its officers and agents (collectively, "Club") from any claim, action or proceeding ("Proceeding") brought against the Club, whether as defendant/respondent, real party in interest, or in any other capacity, to challenge or set aside this Agreement. This indemnification shall include (a) any damages, fees, or costs awarded against the Club, and (b) any costs of suit, attorneys' fees or expenses incurred in connection with the Proceeding, whether incurred by the Club, the City or the parties bringing such Proceeding. If the Proceeding is brought against both the Club and the City, the Club agrees that it may be defended by counsel for the City, provided that the City selects counsel that is acceptable to the Club; the Club may not unreasonably withhold its approval of such mutual defense counsel.

20. The City shall pay Sierra Club's attorney's fees and costs in the amount of \$157,000 to the law firm of Shute, Mihaly & Weinberger LLP as follows: \$50,000 within 15 days of dismissal of the Sierra Club Action, and (b) the balance on or before January 30, 2009.

21. Any notice given under this Agreement shall be in writing and shall be delivered as follows with notice deemed given as indicated: (a) by personal delivery when delivered personally; (b) by overnight courier upon written verification of receipt; or (c) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent as set forth below, or as either party may specify in writing:

City of Stockton:  
Richard E. Nosky, City Attorney  
425 N. El Dorado Street, 2nd Floor  
Stockton, CA 95202

Attorney General's Office  
Lisa Trankley  
Susan Durbin  
Deputy Attorneys General  
1300 I Street, P.O. Box 944255  
Sacramento, CA 94255-2550

Sierra Club:  
Aaron Isherwood  
Environmental Law Program  
85 Second Street, 2<sup>nd</sup> Floor  
San Francisco, CA 94105

Rachel Hooper  
Amy Bricker  
Shute, Mihaly & Weinberger  
396 Hayes Street  
San Francisco, CA 94102

22. Nothing in this Agreement shall be construed as requiring the City to relinquish or delegate its land use authority or police power.

(SIGNATURES ON FOLLOWING PAGE)

In witness whereof, this Agreement is executed by the following:

PEOPLE OF THE STATE OF CALIFORNIA  
BY AND THROUGH ATTORNEY GENERAL  
EDMUND G. BROWN JR.

Lisa Frankley

DATED: 10/14/08

ATTEST:

[Signature]  
KATHERINE GONG MEISSNER  
City Clerk of the City of Stockton



CITY OF STOCKTON,  
a municipal corporation

[Signature]  
J. GORDON PALMER, JR.  
City Manager

APPROVED AS TO FORM:

[Signature]  
RICHARD E. NOSKY, JR.  
City Attorney

DATED 9/25/08

DATED 9-9-08

THE SIERRA CLUB

BARBARA WILLIAMS, CHAIR  
MOTHER LODGE CHAPTER

DATED \_\_\_\_\_



In witness whereof, this Agreement is executed by the following:

PEOPLE OF THE STATE OF CALIFORNIA  
BY AND THROUGH ATTORNEY GENERAL  
EDMUND G. BROWN JR.

\_\_\_\_\_  
DATED: \_\_\_\_\_

ATTEST:

CITY OF STOCKTON,  
a municipal corporation

\_\_\_\_\_  
KATHERINE GONG MEISSNER  
City Clerk of the City of Stockton

\_\_\_\_\_  
J. GORDON PALMER, JR.  
City Manager


APPROVED AS TO FORM:

DATED \_\_\_\_\_

\_\_\_\_\_  
RICHARD E. NOSKY, JR.  
City Attorney

DATED \_\_\_\_\_

THE SIERRA CLUB

  
BARBARA WILLIAMS, CHAIR  
MOTHER LODGE CHAPTER

DATED 10/11/08

## EXHIBIT A

### **Policy Re: VMT Monitoring Program**

The City's policy is to monitor key City-maintained roadways to estimate Vehicle Miles Traveled (VMT) by single-occupant automobile per capita on an annual basis, to be submitted as an annual report to the City Council. The estimate of citywide VMT should be developed in cooperation with the San Joaquin Council of Governments ("SJCOG"), by augmenting local City data with VMT estimates from SJCOG and Caltrans for the regional Congestion Management Plan network. The estimated change in annual VMT should be used to measure the effectiveness of jobs/housing balance, greenhouse gas emission reduction, and transit plans and programs.

### **Implementation Program**

In order to develop an annual estimate of citywide VMT, the City should augment local City data with VMT estimates from SJCOG and Caltrans for regional facilities, or adopt other methodologies to estimate citywide VMT that are approved in concept by the two agencies. For purposes of calculating annual changes in VMT, the annual estimate of VMT should subtract out the estimates of regional truck and other through traffic on the major freeways (I-5, SR 4, SR 99).

### **Policy Re: Reduce Growth in VMT**

The City's policy is to achieve the following fundamental goals to regulate vehicle emissions and reduce greenhouse gas emissions, improve jobs/housing balance, and increase transit usage over the duration of this General Plan: Reduce the projected increase in VMT by single-occupant automobile per capita to an annual rate over the planning period that is equal to or less than the population increase (this goal is also required for the City to receive funding through the Measure K/Congestion Management Plan program).

### **Implementation Program**

In order to keep annual increases in VMT to a rate equal to or less than population increases, the following trip reduction programs should be considered by the City: increased transit service (Bus Rapid Transit) funded through new development fees; planning all future housing development to be in the closest possible proximity to existing and planned employment centers; provision of affordable housing; creation of higher density, mixed use and walkable communities and development of bicycle and pedestrian trails; and other proven programs.

### **Implementation Program**

If the City goal of reducing the projected increase in VMT to an amount equal to or less than the population increase, and increase transit usage, is not met for two or more years during each five-year cycle of VMT monitoring, the City should consider adoption of the following programs, among others:

Adopt more vigorous economic development programs with funding for staff; and  
Slow the rate of approvals of building permits for housing developments.

## EXHIBIT B

### Policy Re: Bus Rapid Transit

The City's policy is to vigorously support efforts to develop Bus Rapid Transit (BRT) within and beyond Stockton as a major priority of its General Plan, in order to increase overall transit usage over time. Based on an updated transit study, the City should plan for and provide BRT service running along key north-south routes as a first priority: Pacific Avenue; El Dorado Street; West Lane/Airport Way; Pershing Avenue. BRT service along key east-west corridors should also be provided. Transit use goals should be approved and monitored by the City over the planning period.

### Implementation Program

In order to fund the initial capital and operating costs for BRT along major north-south arterials, the City should consider adoption of a comprehensive new development BRT fee program that requires new growth to significantly fund BRT, following a study consistent with the requirements of State law. The new development BRT fee program should ensure that "greenfield" projects approved at the fringe of the City pay a fee that represents the full cost of providing BRT service to the new housing; infill development may be granted a reduced BRT fee based on the reduced distance of service provided to the inner city areas.

### Implementation Program

In order to augment the new development funding of the initial capital and operating costs for BRT, the City should strongly advocate for Measure K funding and should seriously consider placing an initiative on the ballot to receive voter approval for additional funding from existing residents and businesses.

### Implementation Program

The City should establish transit use goals that set specific targets (e.g., transit mode split percentage of total trips and bus headways) that represent an increase in public transportation ridership and level of service over current levels by 2012 and then another increase by 2018.

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# CITY OF STOCKTON

OFFICE OF THE CITY MANAGER

City Hall • 425 N. El Dorado Street • Stockton, CA 95202-1997 • 209/937-8212 • Fax 209/937-7149  
www.stocktongov.com

October 7, 2008

Alliance for Responsible Planning  
6507 Pacific Avenue  
Box 339  
Stockton, CA 95207

## SETTLEMENT AGREEMENT WITH ATTORNEY GENERAL AND SIERRA CLUB

As you are aware, on September 9, 2008, the City of Stockton approved a Memorandum of Agreement with the Sierra Club and the California Attorney General's Office resolving litigation over the City's 2035 General Plan. The Alliance for Responsible Planning and other interested parties have raised questions about the parties' interpretation of the Agreement and the public process that the City plans to follow in carrying out the Agreement. To help answer these questions, below we clarify our interpretation of the Agreement and also elaborate on the public process that the City will follow in implementing the provisions of the Agreement. We understand that the other parties to the Agreement concur in these views. Note that many of the statements below reiterate points that were made in the City's Resolution adopted in connection with its approval of the Agreement and in statements made by the parties during the August 26, 2008, and September 9, 2008, City Council hearings about the Agreement:

1. The parties understand and acknowledge the importance of public involvement in the process of developing the General Plan, and encourage the continued significant involvement of the public in the development of greenhouse gas reduction policies. The City intends to provide for public involvement in the development of the programs, policies, General Plan amendments and ordinances proposed by the Agreement. The City also will provide reasonable notification to the public of all Advisory Committee, Planning Commission and City Council meetings involving consideration of the issues provided for by the Agreement. It is the City's expectation to expand the composition of the Climate Action Advisory Committee to include a total of two representatives from each of the following interests: (1) environmental, (2) non-profit community organization, (3) labor, (4) business, and (5)



developer. The City will fully comply with CEQA in connection with the development of the programs, policies, General Plan amendments and ordinances proposed by the Agreement.

2. The parties understand and acknowledge that the public review process and compliance with CEQA may require additional time beyond designated time periods to ensure the full involvement of the public in the consideration of the Climate Action Plan, green building program and transit study and to ensure full compliance with CEQA.
3. The parties understand and acknowledge that the adoption of the programs, policies, General Plan amendments and ordinances proposed by the Agreement are discretionary legislative acts and the City is not required by the terms of the Agreement to adopt any particular program, policy, General Plan amendment or ordinance. In addition, nothing in the Agreement shall limit or restrict the right of the City to modify, alter, or rescind any particular program, policy, General Plan amendment or ordinance following the adoption of such program, policy, General Plan amendment or ordinance. Although the Agreement requires City staff to present to the City Council certain programs, policies, General Plan Amendments and ordinances for its consideration, nothing in the Agreement limits or restricts City staff from providing to the City Council additional, alternative recommendations for such programs, policies, General Plan amendments and ordinances based on staff professional judgment, public input and CEQA review.
4. The parties understand and acknowledge that if there is an instance in which the terms of the written Agreement are unclear, the Resolution adopted by the City Council on September 9, 2008, and the statements made by the Attorney General's office, the Sierra Club and our City Attorney and the City's outside counsel at the August 26 and September 9, 2008, City Council hearings provide a legislative history pursuant to which the Agreement should be interpreted.
5. The parties understand and acknowledge that:
  - (i) upon consideration of a Climate Action Plan (CAP) by the Council, the City's obligations under Agreement paragraphs 3 through 7 will be discharged,
  - (ii) upon adoption of a CAP, the City's obligations under Agreement paragraph 9 will be discharged, and
  - (iii) upon inclusion of a program in the CAP to regularly monitor and, if appropriate, modify the City's strategies and measures to meet the Greenhouse Gas reduction targets that may be adopted in the

Alliance for Responsible Planning  
October 7, 2008  
Page 3 of 3

CAP, the City's obligations under paragraph 8 will be discharged. Nothing in this paragraph 5 is intended to contradict our clarification in paragraph 3, above, that the City retains full legislative discretion with respect to any policies, programs and ordinance it may adopt as part of a CAP.



J. GORDON PALMER, JR.  
CITY MANAGER

JGP:REN:cn

cc: Edward J. Chavez  
Richard E. Nosky, Jr.  
George Mihlsten (Via e-mail)  
Cliff Rechtschaffen (Via e-mail)  
Rachel Hooper (Via e-mail)

EDMUND G. BROWN JR.  
Attorney General

State of California  
DEPARTMENT OF JUSTICE



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OAKLAND, CA 94612-0550  
Public: 510-622-2260  
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E-Mail: Cliff.Rechtschaffen@doj.ca.gov

October 7, 2008

Alliance for Responsible Planning  
6507 Pacific Avenue  
Box 339  
Stockton, CA 95207

RE: Stockton General Plan Settlement  
Clarification Letters

Dear Alliance Members:

The Attorney General's Office has read the letter from Stockton City Manager Gordon Palmer to the Alliance for Responsible Planning (copy attached). We concur in the City's interpretation and understanding of the Memorandum of Agreement as set forth in the letter.

If you have questions, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Cliff Rechtschaffen".

CLIFF RECHTSCHAFFEN  
Special Assistant Attorney General

For EDMUND G. BROWN JR.  
Attorney General

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CARMEN J. BORG, AICP  
URBAN PLANNERS

October 7, 2008

*Via U.S. Mail*

Alliance for Responsible Planning  
6507 Pacific Avenue  
Box 339  
Stockton, CA 95207

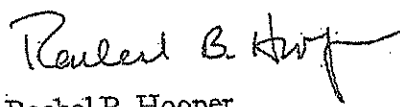
Re: Stockton General Plan Settlement  
Clarification Letters

Dear Alliance:

On behalf of the Sierra Club, we have read the letter from Stockton City Manager Gordon Palmer to the Alliance for Responsible Planning (copy attached). The Sierra Club concurs in the City's interpretation and understanding of the Memorandum of Agreement as set forth in the letter.

SHUTE, MIHALY, & WEINBERGER LLP

Yours very truly,

  
Rachel B. Hooper

Enclosure

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## Alliance for Responsible Planning

8507 Pacific Avenue  
Box 338  
Stockton, CA 95207

October 7, 2008

Honorable Mayor Ed Chavez and City Councilmembers  
425 N. El Dorado St, 2nd Floor  
Stockton, CA 95202

Honorable Mayor and Councilmembers:

We are pleased to receive a copy of a letter from Gordon Palmer, City Manager, outlining a series of clarifications regarding the Memorandum of Agreement entered into by the City with the Attorney General and the Sierra Club. The letter from Mr. Palmer sets forth important clarifications to the Agreement which have been concurred in by the Attorney General and the Sierra Club.

These clarifications provide clear assurances to the Alliance and the public as to a number of critical issues that have been of concern to the Alliance. In particular, the letter makes very clear the importance of significant public involvement in the consideration of a Climate Action Plan. We strongly support the possible expansion of the number of members of the proposed Advisory Committee and look forward to participating in that process.

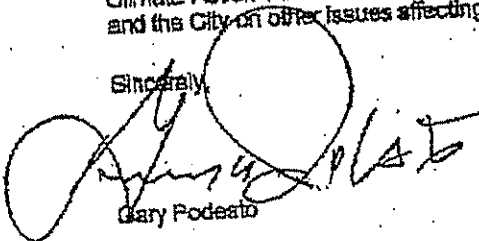
In addition, the Alliance agrees that alternative recommendations can be presented to the City Council based on public input and the California Environmental Quality Act. This helps to ensure the credibility of the public process. Lastly, the letter underscores the clear understanding of the parties to the Agreement that the adoption of a Climate Action Plan is in the legislative discretion of the City.

In light of the discussions undertaken in good faith among the parties and the Alliance, the statements made in Mr. Palmer's letter, and the concurrence of the Attorney General and the Sierra Club to the letter from the City Manager, we have decided to withdraw our effort to seek a referendum of the Agreement pursuant to the authorization contained in Section 9604 of the Elections Code. These statements by the City and the other parties address the core issues we have heard from the community. In accordance with section 9604, we will provide written notice to the City Clerk of the withdrawal of the referendum. In addition, we will not be pursuing a legal challenge to the adoption of the Agreement by the City nor will we promote or fund any individuals or entities challenging the adoption of the Agreement or promoting a referendum of the Agreement. We, of course, reserve our rights to challenge the implementation of the Agreement.

We are proud of the 25,000 Stocktonians who participated in this process. We thank the City Manager, the City Attorney, the Attorney General and the Sierra Club for providing these clarifications. It is sincerely appreciated...

We look forward to working with the City and the community in undertaking development of a Climate Action Plan. In addition, the Alliance looks forward to continuing to work with the community and the City on other issues affecting the City's future.

Sincerely,



Gary Podesta



October 7, 2008

Honorable Mayor Ed Chavez and Councilmembers  
425 N. El Dorado St., 2<sup>nd</sup> Floor  
Stockton, CA 95202

Honorable Mayor and Councilmembers:

We have had a chance to review the letter from the City Manager dated October 7, 2008 and letters from the Attorney General and the Sierra Club. These letters provide a number of critical clarifications with respect to the Memorandum of Agreement approved by the City on September 9, 2008.

In particular:

- o All parties have recognized the need for significant community involvement in the consideration of a Climate Action Plan. The A. G. Spanos Companies strongly supports the City's stated expectation to expand the number of members of the proposed Advisory Committee, and we look forward to participating in that process.
- o Second, all parties have it clear that alternative recommendations can be presented to the City Council based on public input and the California Environmental Quality Act. This helps to ensure the credibility of the public process.
- o Finally, all parties to the Agreement acknowledge that the adoption of a Climate Action Plan is in the legislative discretion of the City.

In light of these statements by Mr. Palmer and the concurrence of the other parties regarding a significant public process and assurances regarding the independent discretion of the City in developing and considering a Climate Action Plan, we will not be pursuing a legal challenge to the adoption of the Agreement by the City and will not fund or support any efforts by any other individuals or entities to file a legal challenge to the adoption of the Agreement or to seek a referendum with regard to the adoption of the Agreement. We, of course, reserve our rights to challenge the implementation of the Agreement.

We look forward to working with the community and the City in developing a Climate Action Plan. We are prepared to work with the City and the Alliance to develop a comprehensive public outreach program to ensure the community's significant involvement in the process.

Sincerely,

A handwritten signature in black ink, appearing to read "David Nelson".

David Nelson  
A.G. Spanos Companies