

MEMORANDUM

COMMUNITY DEVELOPMENT CODE ENFORCEMENT DIVISION

DATE: 01/14/2015

TO: DEANNA LORSON, ASSISTANT CITY MANAGER

FROM: GARY T. MERK, CODE ENFORCEMENT MANAGER *GM*

CC: AL ZELINKA, COMMUNITY DEVELOPMENT DIRECTOR

RE: SETTLEMENT AGREEMENT REGARDING MOWING VS. DISCING

As a result of litigation between Friends of Riverside Hills and the City of Riverside regarding the City's General Plan 2025 amendments as well as changes in the City's Municipal Code, the City and FRH entered into a settlement agreement in 2008. Among other things, the agreement obligates the City to require projects to mitigate, to the extent feasible, anticipated emissions which exceed AQMD guidelines. AQMD Fugitive Dust Rule (Rule 403) encourages mowing instead of discing for weed abatement activities. Weed abatement activities are specifically exempt from Rule 403 if mowing, cutting or similar process is used to maintain weed stubble at least 3 inches above the soil.

Exhibit "A" of this agreement further stipulates that the City will amend City contracts for weed abatement to require mowing, unless certain conditions exist that would require discing and the contractor obtain, in writing from the City, authorization to disc. Additionally, the City was required to add language to the City's weed abatement notices which are sent to property owners, advising them of the need to mow per AQMD Rule 403. The Code Enforcement Division master weed abatement contracts and weed abatement notices have been revised to include the required language. Other Departments such as Public Works and Parks that may hold master weed abatement contracts should verify that this requirement has been met in their documents as well and work with the City Attorney's Office to update their contracts with this language if needed.

07-2992 GP

06-0021.1

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is entered into between the Friends of Riverside's Hills ("FRH" or "Petitioner"), the City of Riverside, and the City of Riverside City Council (collectively, the "City") (individually, a "Party" or collectively, the "Parties"). It is the intent of the Parties that this Agreement shall establish the terms of a full and complete settlement of all claims and actions raised in *Friends of Riverside's Hills v. City of Riverside* (Riverside County Superior Court Case No. 487930) and *Friends of Riverside's Hills v. City of Riverside et al.* (Riverside County Superior Court Case No. 442155 and related Fourth Appellate District Court of Appeal Case No. E045063). The terms of this Agreement are intended to be the limit of the Parties' obligations.

RECITALS

A. On November 21, 2005, FRH filed a Verified Petition for Writ of Mandate against the City asserting causes of action arising out of and related to the City's approval of amendments to its Municipal Code and adoption of a Mitigated Negative Declaration for same (Riverside Superior Court Case No. 422155) ("Title 18 Litigation").

B. On March 9, 2006, FRH filed a First Amended Verified Petition for Writ of Mandate in the Title 18 Litigation.

C. On December 19, 2007, FRH filed a separate Verified Petition for Writ of Mandate against the City asserting causes of action arising out of and related to the City's approval of its General Plan 2025 and certification of the Program Environmental Impact Report for same (Riverside Superior Court Case No. 487930) ("General Plan Litigation").

D. On January 17, 2008, final Judgment was entered in the Title 18 Litigation finding that a writ of mandate should issue.

E. On January 30, 2008, the City filed an appeal of the Court's ruling in the Title 18 Litigation, which is currently pending before the Fourth Appellate District Court of Appeal, Division Two as Appellate Case No. E045063.

F. The Parties have agreed to use this Agreement to achieve a full and complete resolution of all claims asserted by the Parties in the Title 18 and General Plan Litigation; and to eliminate, to the fullest extent possible, any further impediments to the City's implementation of its amended Municipal Code and amended General Plan.

G. The Parties acknowledge that the City and FRH are currently engaged in settlement discussions regarding another pending lawsuit involving issues similar to those alleged in the General Plan Litigation and Title 18 Litigation. (See *Friends of Riverside's Hills v. City of Riverside et al.*, Riverside County Superior Court Case No. RIC 466382 [filed February 21, 2007].) The Parties acknowledge and agree that this Settlement Agreement is entered into with the goal of achieving global settlement of both the above-described lawsuit and the present General Plan Litigation and Title 18 Litigation.

TERMS

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations, and warranties contained in this Agreement, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

A. **Dismissals by the Parties.** The Parties agree that the Title 18 and General Plan Litigation (Riverside County Superior Court Case Nos. RIC 487930 and RIC 442155 and Appellate Court Case No. E045063) will be dismissed with prejudice as to all Parties, including, but not limited to FRH, the City of Riverside, and the City of Riverside City Council. Such dismissals shall encompass the entire litigation, inclusive of any and all motions or requests for attorneys' fees, costs, and/or any other form of further relief. Within five (5) business days of the execution of this Agreement, FRH shall file a dismissal with prejudice as to Case No. 487930 and shall formally withdraw and file a dismissal with prejudice as to all motions or other requests for relief as to Riverside Superior Court Case Nos. 487930 and 442155. Likewise, within five (5) business days of the execution of this Agreement, the City shall file a dismissal with prejudice as to Appellate Court Case No. E045063.

B. **Petitioner's Obligations.** Petitioner, and its current and future members, representatives, employees, officers, agents, attorneys and designees both individually and/or collectively hereby:

1. Waives, relinquishes and covenants not to fund, support, sponsor, encourage, institute, participate in, or file any petition, complaint, motion, proceeding or action, whether legal or administrative, of any kind that: (i) asserts any claims, rights or causes of action which were alleged or which could have been alleged in Riverside Superior Court Case Nos. 487930 and 442155; and/or (ii) challenges the validity or enforceability of any approvals, analyses, or entitlements issued by the City for any past amendments to its Municipal Code or General Plan or held by any Party or any Party's predecessors, successors and assigns, partners, agents, attorneys, servants and employees, officers and directors; and/or (iii) challenges or prevents any other discretionary, ministerial, or other approvals or processes of any kind as of the date of this Agreement or the amendments thereto resulting from this Agreement, specifically including any further public meetings, public hearings, actions, revisions, and/or approvals issued by the City. These restrictions apply only provided said approvals or processes are consistent with the terms of this Agreement. If any such claim, action or other proceeding described in this section or elsewhere in this Agreement is instituted, the release in this Agreement will constitute a complete defense thereto. However, nothing in this section shall apply to any challenge, claim, action or other proceeding that pertains to any approval or process of any kind by the City that takes place after the date of this Agreement if inconsistent with this Agreement.

2. Agrees to the Further Terms of Settlement set forth in Exhibit "A" hereto and incorporated by reference as though set forth fully herein.

C. **City's Obligations.** The City agrees to the Further Terms of Settlement set forth in Exhibit "A" hereto and incorporated by reference as though set forth fully herein.

1. The City further agrees to adopt General Plan Policies identified below as mitigation measures for the General Plan EIR:

Policy LU-4.2:	Enforce the hillside grading provisions of the City's Grading Code (Title 17) to minimize ground disturbance associated with hillside development; respect existing land contours to maximum feasible extent.
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- Policy LU-5.3:** Encourage that any crossings of the City's major arroyos and undisturbed blue-line streams are span bridges or soft bottom arch culverts that minimize disturbance of the ground and any wetland area. At grade crossings are strongly discouraged in major arroyos. To minimize disturbance of the arroyo the design will take into consideration aesthetics, biological, hydrological and permitting (i.e., MSHCP, ACOE, DFG, etc.) requirements to promote the free movement of water and wildlife. In addition, areas of the arroyo disturbed by construction will be restored consistent with requirements of the MSHCP, as well as the ACOE's 404 Permit Program and DFG's Streambed Alteration Agreement Program as applicable.
- Policy LU-7.3:** Continue to require natural open space easements in conjunction with new development in hillside and arroyo areas over non-graded areas of the development.
- Policy N-1.5:** Avoid locating noise-sensitive land uses in existing and anticipated noise-impacted areas.
- Policy N-4.1:** Ensure that noise impacts generated by vehicular sources are minimized through the use of noise reduction features (e.g., earthen berms, landscaped walls, lowered streets, improved technology).
- Policy AQ-3.4:** Require projects to mitigate, to the extent feasible, anticipated emissions which exceed AQMP Guidelines.

2. The portions of Exhibit A to this Agreement that modify existing Code sections shall not be materially altered in the future unless there is a formal public hearing conducted by the Riverside City Council and appropriate environmental review pursuant to CEQA. In particular, the City agrees that any environmental analysis, review, and/or certification existing as of the date of this settlement, including those challenged in the Title 18 and /or General Plan litigation, will not be relied upon in connection with any future review of any alteration of a portion of Exhibit A to this Agreement.

D. **Mutual Release.** Except as to the forgoing, the Parties hereby release each other.

E. **Limits.** This Agreement shall not be construed as creating any right or benefit, substantive or procedural, enforceable at law or in equity, by any Party against the City of Riverside, the City of Riverside City Council or any of its governmental agencies, departments, employees, officers, officials, political subdivisions or any other City-controlled public entities other than those created herein.

F. **California Civil Code Section 1542.** Upon the "Effective Date," as that term is defined below, each of the Parties has read and has otherwise been informed of the meaning of Section 1542 of the California Civil Code, and has consulted with its respective counsel, to the extent that any was desired, and understands the provisions of Section 1542. Each of the Parties hereby expressly waives the rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code, which provides:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR."


FRH Initials


City Initials

G. **No Third Party Beneficiaries.** It is expressly agreed that this Agreement is not for the benefit of any person or entity not a Party hereto or described as a related entity and representative herein. No person or entity who or which is not a signatory to this Agreement shall be deemed to be benefited or intended to be benefited by any provision hereof, and no such person or entity shall acquire any rights or causes of action against either FRH or the City hereunder as a result of the Parties' performance or non-performance of their respective obligations under this Agreement. Each of the Parties hereby acknowledges and agrees to the provisions of this Paragraph.


FRH Initials


City Initials

H. **Entire Agreement.** The Parties acknowledge that this Agreement is signed and executed without reliance upon any actual or implied promises, warranties or representations made by any of the Parties or by any representative of any of the Parties, other than those which are expressly contained within this Agreement. This Agreement, including the true and correct Recitals above, inclusive of all definitions contained therein, that are incorporated by reference herein as operative covenants and specifically relied upon by the Parties in executing this Agreement, constitutes the entire agreement and understanding among and between the Parties and supersedes any and all other agreements whether oral or written between the Parties.

I. **Amendments and Modifications.** This Agreement may only be amended or modified through writing executed by all the Parties.


J. **Settlement, No Admissions by Parties.** Each of the Parties acknowledges that this Agreement relates to the avoidance of litigation and the preclusion of actions described above. The Parties, therefore, agree that this Agreement is not to be treated or construed, at any time or in any manner whatsoever, as an admission by either Party that any of the allegations in Riverside County Superior Court Case Nos. 487930 or 442155 or Appellate Court Case No. E045063 has merit.

K. **Choice of Law and Choice of Forum.** This Agreement shall be deemed to have been executed and delivered within the State of California; the rights and obligations of the Parties hereunder shall be governed, construed and enforced in accordance with the laws of the State of California. The venue for any dispute arising from or related to this Agreement, its performance, and its interpretation shall be the Superior Court of California, County of Riverside.

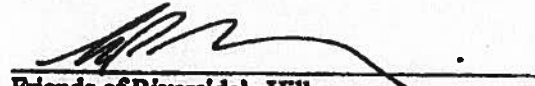
L. **Authorized Signatory.** Each Party represents and warrants to each other Party that its signature to this Agreement has the authority to bind the Party, and this Agreement does in fact bind the Party.

M. **Effective Date.** This Agreement is effective upon its execution by all Parties.

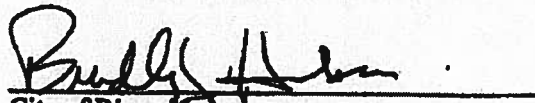
10-15-08
Date


Friends of Riverside's Hills
by Gurumantra Khalsa, President, for Friends of Riverside's Hills

15 Oct 08
Date

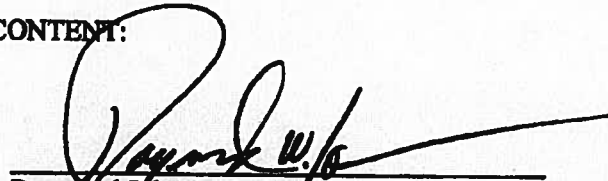

Friends of Riverside's Hills
by Len Nunney, Secretary, for Friends of Riverside's Hills

10-15-08
Date



City of Riverside and
City of Riverside City Council
by Bradley J. Hudson City Manager

APPROVED AS TO FORM AND CONTENT:

10-15-2008
Date


Raymond Johnson,
Attorney for Petitioner
Friends of Riverside's Hills

10-15-08
Date


Kristi J. Smith, Supervising Deputy City Attorney
Attorney for the City of Riverside and
City of Riverside City Council

10-15-08
Date

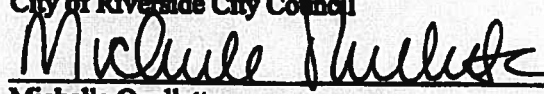

Michelle Ouellette
Attorney for the City of Riverside and
City of Riverside City Council

EXHIBIT "A": FURTHER TERMS OF SETTLEMENT

Attorneys' Fees, Appeal Fees, and Costs. Petitioner shall receive \$110,000 upon the execution of this Agreement. Such sum shall constitute full and complete payment and compensation for any and all attorneys' fees, appeal fees, and other costs.

MOWING VS. DISCING

The City has agreed to amend City contracts for weed abatement to require mowing, unless special conditions exist that would require discing. Discing will be permitted when watering is used prior to initiation of the activity and only if a determination is made by the City, in writing and for each individual affected property, that due to fire hazard conditions, rocks or other physical obstructions, it is not practical to mow. After the discing has occurred the property shall be stabilized through application of chemical stabilizers, frequent watering, or application of material with low silt content (i.e., gravel), as determined by the City. The City agrees to enforce these provisions of its contracts.

The City has also agreed to add language to the City's weed abatement notice sent to residents as follows:

Weed abatement activity must comply with the Fugitive Dust Rule as set forth in South Coast Air Quality Management District (AQMD) Rule 403.

AQMD Rule 403 encourages mowing instead of discing for weed abatement activities. Specifically, weed abatement activities are exempt from Rule 403 visible emission performance standards provided that mowing, cutting or other similar processes are used that maintain weed stubble at least three inches above the soil. Mowing is preferred for weed abatement purposes because natural vegetative cover is the most effective, easiest ways to control wind erosion.

Recognizing that mowing is not always feasible for weed abatement due to fire hazard conditions, rocks, or other physical obstructions, an exemption from Rule 403 visible emission performance standards is allowed provided that:

- *Water is applied prior to discing; and*
- *The disced surface is stabilized after weed abatement activities cease. It can be stabilized through application of chemical stabilizers, frequent watering, or application of material with low silt content (i.e., gravel).*

TITLE 19 CHANGES

ARTICLE V

Table 19.100.040 A

Table 19.100.040 A

Residential Development Standards Single-Family Residential Zones										
	0.20	0.50	2.1	1.0	2.0	3.4	4.1	5.1	6.2	
Density - Maximum (dwelling units per gross acre) ^{1,11}										
Lot Area - Minimum (Net)	5 acres ^{2, 3}	Varies ¹	20,000 sq. ft.	1 acre	21,780 sq. ft.	13,000 sq. ft.	10,500 sq. ft.	8,500 sq. ft.	7,000 sq. ft.	
Lot Width - Minimum	300 ft. ²	130 ft. ^{2, 12}	100 ft. ¹²	130 ft. ¹²	125 ft. ¹²	100 ft. ¹²	90 ft. ¹²	80 ft. ¹²	60 ft. ¹²	
Lot Depth - Minimum	500 ft. ²	100 ft. ^{2, 12}	150 ft.	150 ft.	150 ft.	110 ft.	110 ft.	100 ft.	100 ft.	
Building Height ¹⁰ - Maximum	35 ft.	20 ft.	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	35 ft.	
Number of Stories - Maximum	2	1	2	2	2	2	2	2	2	
Lot Coverage - Maximum	30%	N/A	30%	30%	30%	30%	35%	35%	40%	
Setbacks - Minimum ⁴										
A. Front ⁷	40 ft. ²	30 ft. ^{2, 6}	30 ft.	30 ft.	30 ft. ⁴	25 ft. ⁴	25 ft. ⁴	25 ft. ⁴	20 ft. ⁴	
B. Side ⁵	20 ft. ²	25 ft. ²	20 ft.	25 ft.	20 ft. ³	15 ft. ³	10 ft. ³	12.5 ft. ³	10 ft. ³	
C. Other side ⁵	-	-	-	-	20 ft. ³	15 ft. ³	15 ft. ³	7.5 ft. ³	7.5 ft. ³	
D. Street side ⁵	20 ft. ²	25 ft. ²	20 ft.	25 ft.	-	-	-	-	-	
E. Rear ⁵	25 ft. ²	25 ft. ²	100 ft.	30 ft.	35 ft.	30 ft.	25 ft.	25 ft.	25 ft.	

Table 19.100.040 A

Notes:

1. See Section 19.100.060 A (Additional Density). Gross acreage means streets are included for density purposes. Notwithstanding allowable density on a gross acreage basis, individual lots must meet the minimum lot size requirements exclusive of streets, except in the RA-5 Zone as described in Note 9.
2. Lot width, depth and area; building area; and setback requirements shall be as required as set forth in the Table. However, the zoning standards and requirements of the RC and RA-5 Zones shall not apply to any buildings existing prior to or under construction on November 13, 1979, or to the restoration or rehabilitation of or to any additions to such buildings, provided that the use, restoration, rehabilitation or addition shall conform to the current standards and requirements of the zoning in existence immediately prior to November 13, 1979. Also see Section 19.100.050 A (Lot Area).
3. Where a lot is less than 65 feet in width and was of record prior to November 23, 1956, or was of record prior to the date on which such lot was annexed to the City, the required side yards adjacent to interior side lot lines shall be reduced to 5 feet.
4. Front Setback Exceptions: See Section 19.100.060 C (Exceptions to Setback Requirements).
5. Side and Rear Setback Exceptions: See Sections 19.100.060 C (Exceptions to Setback Requirements). Where a street side setback is not given, the larger side setback shall apply.
6. No lot that fronts onto Hawarden Drive within the Hawarden Drive Special Design Area, generally between Anna Street and the Alessandro Arroyo, shall have a front yard depth of less than fifty feet.
7. Where a lot or parcel of land at the junction of two intersecting streets in any residential zone has frontage on each street over 130 feet in length, front yards of the depth required in the appropriate zone shall be required on both frontages. Also see Chapter 19.630 (Yard Requirements and Exceptions).
8. No dwelling shall be located closer than 5 feet to any retaining wall exceeding 2 feet in height, unless such retaining wall is an integral part of an approved dwelling.
9. Lot area in the RA-5 Zone is measured to the centerline of the adjoining street or streets; provided, however, individuals may construct one single-family dwelling on a lot of less than 5 acres existing as of May 15, 1979 and the residence is owner occupied after construction.
10. Refer to Chapter 19.360 (Building Height Measurement) for height measurement and exceptions to height limits.
11. Also see 19.100.060 A (Additional Density). Project density may be greater in a Planned Residential Development.
12. See Section 19.100.050 (Additional Regulations for the RC Zone).
13. See Section 18.210.080 (Lots) and Article X (Definitions) for exceptions for cul-de-sac lots and knuckle lots.

Table 19.100.040B

Notes:

1. Whenever a Height Overlay Zone (S) has been applied to allow a structure to exceed two stories in height, the front, side and rear yards shall be increased by 2 ½ feet for each story in excess of two stories, except as otherwise stated in this footnote. No building or building portion of two stories or higher may be located within 50 feet of any side or rear property line that abuts property in an RA, RC, RR, RE, or R-1 Zone; in such instance for each story in excess of two, the setback shall increase by 10-feet.
2. For a development of three acres or greater, up to 60 percent of the units may be in buildings up to three stories, 40-foot maximum height subject to Planning Commission approval.

3. 35-foot fully landscaped front yards are required along all arterial streets, 88-foot wide or greater as shown on the Circulation Map of the City's General Plan. This setback may be reduced to 25-foot for single-story multiple-family development along arterial streets.
4. Refer to Chapter 19.560 (Building Height Measurement) for height measurement and exceptions to height limits.
5. See Section 18.210.080 (Lots) and Article X (Definitions) for exceptions for cul-de-sac lots and knuckle lots.

ARTICLE IV

Chapter 19.780 – Planned Residential Development Permit

Chapter 19.780

Planned Residential Development Permit

19.780.010 Purpose

- A. These Planned Residential Development (PRD) regulations are established to allow for flexibility and creativity in design of single-family residential developments, and for the application of unique development standards that reflect special property conditions. Specifically, the Planned Residential Development Permit is intended to achieve the following:
 1. In All Applicable Zones:
 - a. Address the need to provide mechanisms to assist in producing a diversity of single-family residential housing and product types;
 - b. Provide an incentive for clustered property development of environmentally and topographically constrained land in order to minimize the impacts of development on more environmentally sensitive portions of that land, particularly in the RC Zone;
 - c. Allow the development of small-lot infill subdivisions in existing single-family neighborhoods, thereby allowing a more efficient and creative use of often difficult to develop properties when the proposed development is designed in a manner that is compatible with all existing development in the vicinity;
 - d. Encourage and allow more creative and imaginative project design by allowing increased development densities. In return, planned residential developments are required to incorporate open space, amenities for recreational and visual enjoyment and superior design features not normally required of standard single-family residential developments;
 - e. To provide increased opportunities for home ownership consistent with the objectives of the City's General Plan; and
 - f. Assist in the preservation and enhancement of valuable natural areas, where appropriate and especially in the RC Zone.

2. In the RC Zone:

PRD's in the Residential Conservation Zone (RC) shall be established consistent with General Plan objectives and voter approved initiatives (Proposition R and Measure C) to protect prominent ridges, hilltops and hillsides, slopes, arroyos, ravines and canyons, and other areas with high visibility or topographic conditions that warrant sensitive development from adverse development practices, and specifically, to achieve the following objectives:

- a. To promote clustering of lots on less sensitive portions of the property to preserve valuable open space and wildlife habitat;
- b. To provide each individual lot with its own private open space areas preserving natural open space areas and features in common open space areas pursuant to Proposition R and Measure C; and
- c. To promote the preservation of viewsapes and low impact development.

19.780.020 Applicability and Permit Requirements

A Planned Residential Development is permitted in any single-family residential zone, except the RA-5 Zone, subject to granting of a Planned Residential Development Permit.

19.780.030 Procedures

A. General Process

Planned Residential Development Permit (PRD) applications shall be processed in accordance with the discretionary permit processing provisions as set forth in Chapters 19.650 (Approving Authority), 19.660 (General Application Processing Procedures), 19.670 (Notices and Hearings), 19.680 (Appeals), 19.690 (Effective Dates) and other applicable Chapters of the Zoning Code.

B. Map Required

The application shall be accompanied by a tentative map that shall be filed with the Planning Division in accordance with procedures set forth in Chapter 18.080 of Title 18 (Subdivision Code).

C. Phasing

If a Planned Residential Development is proposed to be constructed in phases, the proposed phasing schedule is subject to approval by the Zoning Administrator.

D. Planned Residential Development Permit Expiration

Time limits and extensions shall be the same as for the related subdivision, consistent with the provisions of Title 18 (Subdivision Code) prior to issuance of the first building permit. After the first building permit has been pulled the Planned Residential Development Permit is vested.

19.780.040 Permitted Uses

- A. Single-family dwellings, attached or detached.**
- B. Related recreational and community facilities for the use of residents of the development and their guests.**
- C. Natural open spaces.**
- D. Golf courses.**
- E. Multipurpose trails.**
- F. Other uses as may be listed in the resolution approving the planned residential development.**
- G. Uses required by State law to be permitted in conjunction with a single-family residential use.**

19.780.050 Density

A. Benchmark Density

The Planning Commission shall determine the base number of dwelling units allowable in a planned residential development (PRD) based on benchmark densities for the underlying zone in which the project is located. Benchmark densities for a PRD by zone are shown in Table 19.780.050 B (PRD Benchmark and Bonus Densities). The benchmark density is the maximum density allowable, except that additional density up to the limit of the bonus density shown in Table 19.780.050 B can be considered if the project meets all the requirements stated in Section 19.780.050 D – Density Bonus for Superior Design for a density bonus. The following criteria shall be evaluated in determining the actual density allowed for each project. Failure to substantially meet or exceed all these standards shall result in a lower density than the benchmark density. A density bonus can be considered as described in Section 19.780.050 D – Density Bonus for Superior Design:

- 1. In zones other than the RC Zone:**
 - a. The property is well served by public infrastructure;**
 - b. The project enjoys good access to public services, including schools, shopping and public and semipublic facilities;**
 - c. The site is located on streets capable of accommodating the anticipated traffic. A traffic study may be required to assess consistency with Policy CCM - 2.3 of the General Plan to maintain LOS "D" or better on arterial streets or greater, except where LOS "E" has been designated as an acceptable standard;**
 - d. The project is well-designed in accordance with the Citywide Design and Sign Guidelines and in accordance with City Codes (Note: compliance with City**

Codes allows for variances in certain instances). Specific criteria used in evaluating the design of the project shall include, but not be limited to, the following:

- i. Varied placement of buildings demonstrating sensitivity to the natural topographic features of the site;**
 - ii. Relatively level land is set aside for active recreational pursuits;**
 - iii. Open space is distributed on the site and accessible to all units;**
 - iv. An efficient circulation system consisting of both vehicular lanes and pedestrian walkways;**
 - v. Sensitivity to surrounding community and attention to the edge conditions, creating areas of transition from surrounding existing development to the proposed development; and**
 - vi. Where front porches are consistent with the style of the development, a minimum of two-thirds (2/3) of the total units shall provide front porches; and**
- e. The number and type of desirable amenities for a project will be determined on a case-by-case basis in proportion to the size and design of the project. Desirable amenities include, but are not limited to, the following:**
- i. Multiple enclosed tot lots with multiple play equipment. The tot lots shall be conveniently located throughout the site. The number of tot lots and their location shall be subject to City Planning Commission review and approval;**
 - ii. Pool and spa;**
 - iii. Multi-purpose room equipped with kitchen, defined areas for games, exercises, recreation, entertainment, etc.;**
 - iv. Barbeque facilities equipped with multiple grills, picnic benches, etc. The barbecue facilities shall be conveniently located throughout the site. The number of barbeque facilities and their locations shall be subject to Planning Commission review and approval;**
 - v. Court facilities (e.g. tennis, volleyball, basketball, etc.);**
 - vi. Jogging/walking trails with exercise stations;**
 - vii. Community garden;**
 - viii. Theater;**
 - ix. Computer Room;**

- x. Exercise Room;
- xi. Golf course, putting green, etc.;
- xii. Passive recreational facilities tied to existing topographical features, with gazebos, benches, etc.;
- xiii. Art pieces; and
- xiv. Water features.

2. In the RC Zone:

- a. Retention of unique natural features, including arroyos, hillsides and rock outcroppings, in natural open space areas consistent with the grading ordinance;
- b. Placement of buildings demonstrating sensitivity to the natural topographic and habitat features of the site, including clustering of homes in less sensitive and less steep locations in order to preserve such natural features and valuable natural open space, both for wildlife habitat and visual aesthetic purposes;
- c. Provision of other amenities consistent with the RC Zone and as deemed appropriate for the project;
- d. Provision that the development will not introduce non native plants as defined by Table 6-2 of the Multiple Species Habitat Conservation Plan (MSHCP) into the landscape adjacent to the City's arroyos in perpetuity;
- e. Maintenance and management of all open space easements by a single entity for the entire project with an appropriate natural open space management plan;
- f. Superior design of individual dwelling site plans and building architecture, including such features as porches and garages set back from the street in comparison to the house, and detailed four sided, building treatments. Many of the desirable features are found in the adopted Citywide Design and Sign Guidelines. The design of custom homes will be reviewed as individual homes are submitted for Design Review approval prior to building permit issuance; and
- g. Sensitivity to impacts of the development on surrounding uses, including linkages to natural open space areas where appropriate.
- h. Streets serving the development shall be capable of accommodating the anticipated traffic.

B. Maximum Density

In any event the maximum density of a PRD shall be consistent with this Chapter, the underlying General Plan land use designation(s) and any applicable Specific Plan(s) as well as with that shown in Table 19.780.050 B.

C. Transfer of Density

When two or more General Plan land use designations or base zones exist within a planned residential development, the density may be transferred between designation and/or zones within the same development as necessary to provide for a superior development based upon good planning principles and to promote the general welfare of the neighborhood and maximum benefit to the natural environment. In particular, such transfers are desirable where density is transferred from steep, hillside land to flatter, less visually sensitive properties where significantly less grading is required. In the case of such a density transfer, the overall maximum density shall not exceed that otherwise permitted by the General Plan designation(s) (See 19.780.050 B). The only exception is that density cannot be transferred from a non RC zoned property to a RC Zoned property. For purposes of this Section, a project may consist of more than one underlying legal parent parcel; however, such parcels must be contiguous unless separated by an existing public or private street.

D. Density Bonus for Superior Design

A PRD project may qualify for a density bonus up to the maximum shown in Table 19.780.050 B provided that it meets the standards of Section 19.780.050 A and satisfies the following criteria beyond those in 19.780.050 B.

1. Non-RC Zones:

- a. Evidence that the project can be certified in LEED, California Green Builder or equivalent standard; and
- b. Evidence shall be provide to document that the project includes a minimum of 6 of the following:
 1. Locate the project on a site, part or all of which is document as contaminated (by means of an ASTM E1903-97 Phase II Environmental Site Assessment or a local Voluntary Cleanup Program) OR on a site defined as a brownfield by a local, state or federal government agency.
 2. Designate all streets, sidewalks and trails that are built as part of the project or serving the project directly as available for general public use and not gated. Gated areas and enclaves are NOT considered available for public use.
 3. Design the building orientation for solar design, including the following provisions:

- a. The glazing area on the north- and south-facing walls of the building is at least 50% greater than the sum of the glazing area on the east- and west-facing walls.
 - b. The east-west axis of the building is within 15 degrees of due east-west.
 - c. The roof has a minimum of 450 square feet of south-facing area that is oriented appropriately for solar applications.
 - d. At least 90% of the glazing on the south-facing wall is completely shaded (using shading, overhangs, etc.) at noon on June 21 and unshaded at noon on December 21.
4. Locate the project within ¼ mile of 11 basic community resources (Table 19.780.050 A), within a ½ mile of 14 basic community resources (Table 19.780.050 A) and within a ½ mile of transit services that offer 30 or more transit rides per weekday (combined, bus and rail).

Arts and entertainment center
Bank
Community or civic center
Convenience Store
Daycare center
Fire station
Fitness center or gym
Laundry or dry cleaner
Library
Medical or dental office
Pharmacy
Police station
Post office
Place of worship
Restaurant
School
Supermarket
Other neighborhood-serving retail
Other office building or major employment center
Note: Up to two of each type of community resource may be counted. For example, two restaurants within ¼ mile may be counted as two community resources; four restaurants also count as two.

- a. Transit rides per weekday are calculated as follows:
 - i. within ½ mile radius, count all the transit stops;
 - ii. multiply each transit stop by the number of buses and/or trains that pass through that stop per day; and
 - iii. add the total number of rides available as each stop within ½ mile together.

- iv. **Example: If there are 4 bus stops, and at each bus stop the service frequency is half-hourly (48 times per day), the total transit rides per day is 192.**
- 5. **Landscape and irrigate all front yards, back yards, reverse frontage and common open space areas per the City Water Efficient Landscape Ordinance.**
- 6. **Locate trees or other plantings to provide shading for at least 50% of sidewalks, patios and driveways. Shading should be calculated for noon on June 21, when the sun is directly overhead, based on five year's growth.**
- 7. **Install light-colored high-albedo materials or vegetation for at least 50% of sidewalks, patios and driveways.**
 - a. **Acceptable strategies include the following:**
 - i. **white concrete;**
 - ii. **gray concrete;**
 - iii. **open pavers (counting only the vegetation, not pavers); and**
 - iv. **any material with a solar reflectance index (SRI) of a least 29.**
- 8. **Design the lot such that at least 70% of the built environment, not including area under roof, is permeable or designed to capture water runoff for infiltration on-site. Area that can be counted toward the minimum includes the following:**
 - a. **Vegetative landscape (e.g., grass, trees, shrubs).**
 - b. **Permeable paving, installed by an experienced professional. Permeable paving must include porous above-ground materials (e.g., open pavers, engineered products) and a 6-inch porous subbase, and the base layer must be designed to ensure proper drainage away from the home.**
 - c. **Impermeable surfaces that are designed to direct all runoff toward an appropriate permanent infiltration feature (e.g., vegetated swale, on-site rain garden, or rainwater cistern).**
- 9. **Design and install one of the following permanent erosion control measures:**
 - a. **If portions of the lot are located on a steep slope, reduce long-term runoff effects through use of terracing and retaining walls.**

- b. Plant one tree, four 5-gallon shrubs, or 50 square feet of native groundcover per 500 square feet of disturbed lot area (including area under roof).
- 10. Design and install one or more of the following runoff control measures:
 - a. Install permanent stormwater controls in the form of vegetated swales, on-site rain garden, dry well, or rainwater cistern, or equivalent designed to manage runoff from the homes.
 - b. Install vegetated roof to cover 50% of the roof area or more.
 - c. Have the site designed by a licensed or certified landscape design or engineering professional such that all water runoff for the home is managed through an on-site design element.
- 11. Design and install a rainwater harvesting and storage system (including surface runoff and/or roof runoff) for landscape irrigation use. The storage system must be sized to hold all the water from a 1-inch rainfall event (equivalent to 0.62 gallons per square foot of roof area used for capture), taking into consideration the size of the harvest system (i.e., 50% of total roof area).
- 12. Design the plumbing such that irrigation system water demand is supplied by municipal recycled water.
- 13. Construct the project to meet or exceed more than a 20% increase above Title 24 requirements.

2. In the RC Zone:

To protect prominent ridges, hilltops and hillsides, slopes, arroyos, ravines and canyons, and other areas with high visibility or topographic conditions that warrant sensitive development from adverse development practices, thus furthering the intent of Proposition R and Measure C and promoting clustering, all of the following are required:

- a. Require all designated open space areas to be managed and maintained under the stewardship of a recognized conservation group as approved by the Approving Authority, with an endowment to fund such stewardship entirely;**
- b. The project shall provide at least 6 of the items listed in 19.780.050 D 1 b above; and**
- c. The project shall provide evidence that unique natural features and steeper portions of the property are being preserved in open space, with lots clustered in the less steep portions of the site.**

Table 19.780.060 B			
PRD Benchmark and Bonus Densities			
Single Family Residential Zone	Benchmark Density - Dwellings per Gross Acre ⁽¹⁾	Maximum Bonus Percent % ⁽²⁾	Maximum Density with Bonus - Dwellings Per Gross Acre ⁽¹⁾⁽³⁾
RC	0.5 ⁽²⁾	25	0.63
RR	3.0	10	3.3
RE	3.0	10	3.3
R-1-7000	7.3	10	8.0
R-1-8500	6.3	10	6.9
R-1-10500	5.5	10	6.0
R-1-13000	4.8	10	5.3
R-1-1/2 acre	3.0	10	3.3
Notes: (1) Density per gross acre is calculated including new public and private streets. (2) This is the maximum density bonus and any bonus less than the maximum may be granted based on the degree to that the project meets the criteria specified in 19.780.060 A and B. (3) The actual benchmark density shall be determined by the preparation of a conventional subdivision map in conformance with the RC Zone standards to show the actual number of lots that could be achieved based on the average natural slope (ANS), as defined by 19.100.060 C.			

19.780.060 Development Standards

A. Relationship to Base Zone Development Standards

The development standards set forth in this Section, if in conflict with the development standards of the underlying base zone, shall supersede the development standards of the underlying base zone except in the RC Zone, the underlying development standards still apply. This section shall not supersede the development standards of any applicable overlay zone. In cases where a standard is not addressed, the standard of the base zone or any applicable overlay zone shall apply. The standards set forth are the minimum required for a PRD to qualify for the benchmark density.

B. Standard for smaller lot Planned Residential Developments – RR, RE, and all R-1 Zones

1. Lot Size and Coverage

- a. Minimum lot size and maximum lot coverage requirements to be determined by the Planning Commission on a case specific basis in part based on product type, characteristics of the property and surrounding uses.**

2. Setbacks

Minimum Setbacks (From Private Streets)	
Front ^{(1), (4), (5)}	
Habitable Dwelling	22 ft.
Garage	
Oriented to Front	28 ft.
Access to Front with Side Facing Access	24 ft.
Access from Alley to Rear ⁽²⁾	2 ft.
Porch ⁽³⁾	16 ft.
Side ⁽⁵⁾	Minimum 10-ft. separation between building walls. Minimum of 5-ft. to the property line.
Rear	15 ft. (main residence)
Notes:	
(1)	Distance is always measured from the curb face. Assumes a 4 foot wide sidewalk and 4 foot wide parkway, both within the street right of way, or a total of 8 feet of right of way behind curb face.
(2)	Vehicle maneuvering space behind alley-oriented garage is a minimum of 24 feet of clear paving.
(3)	Minimum porch dimensions are 6 feet by 10 feet.
(4)	When dwelling is located facing a common open space area, the front setback is 10 feet to the habitable building and 4 feet to the porch. Where residences are located facing each other on opposite sides of the common open space area, the separation between porches shall be a minimum of 16 feet and between buildings a minimum of 30 feet.
(5)	Front and side setbacks for lots taking direct access from a public street are the same as the underlying base zone.

3. Common Usable Open Space and Recreational Facilities

- a. A minimum of 500 square feet of usable common open space per dwelling unit is required. Examples include, but are not limited to the following: swimming pool, spa, community recreation room, sports courts**

for tennis, basketball, racquetball, volleyball, barbeque areas, community gardens or grassy play areas with a slope of less than 5 percent.

4. Private Open Space

- a. Minimum of 200 square feet per dwelling unit with no dimension less than 10 feet.

5. Parking

- a. Parking shall be in accordance with Chapter 19.580 (Parking and Loading) with the following exceptions and additions:
- (1) A minimum of 2 fully enclosed (garage) spaces are required per dwelling unit.
 - (2) A minimum of 1 guest space per 3 dwelling units is required. On-street parking may be credited toward this requirement. On-street parking is only allowed on a curb to curb street width of 28 feet or greater.

C. Standards for RC Zone Planned Residential Development

1. Lot Size

In order to promote clustering, lots shall be a minimum of one half (½) acre in size and clustered in the less steep portions of the site. Lot sizes not in compliance with the RC Zone standards will require a variance.

2. Lot Coverage

Maximum lot coverage requirements to be determined by the Planning Commission on a case specific basis based, in part, on product type, characteristics of the property and surrounding uses.

3. Height

Same as RC Zone (See Section 19.100.040, Residential Development Standards).

4. Setbacks

Same as RC Zone (See Section 19.100.040, Residential Development Standards).

5. Common Natural Open Space and Clustering

Section 19.780.050 A (Benchmark Density) sets forth the criteria for a PRD to qualify for the benchmark density in the RC Zone, including provision of valuable natural open space and wildlife habitat and a site plan layout sensitive to the natural topography, both for wildlife habitat and resource conservation as well as visual aesthetic purposes. There is no minimum standard, although each

development is encouraged to set aside a substantial portion of the site toward natural open space.

6. Parking

A minimum of 2 fully enclosed (garage) spaces are required per dwelling unit.

D. Private Streets

Refer to private street standards in Title 18.210.

19.780.070 Common Ownership – Land or Improvements

A. Covenants, Conditions and Restrictions (CC&R's)

Where a Planned Residential Development contains any land or improvement proposed to be held in common ownership, the applicant shall submit a declaration of covenants, conditions and restrictions (CC&R's) with the final map establishing a Home Owner's Association subject to City's Planning Division and the City Attorney's Office approval. Such declaration shall set forth provisions for maintenance of all common areas, payment of taxes and all other privileges and responsibilities of the common ownership. The CC&R's shall include provisions prohibiting the homeowners' association (HOA) from quitclaiming, selling or otherwise transferring the land held in common ownership to private property owners.

B. Amendments to CC&R's

The provisions of approved CC&R's shall not be amended without the prior approval of the Planning Director and City Attorney who at his or her discretion may refer the matter to the Planning Commission. Requests for amendments to existing CC&R's shall be submitted to the Planning Division.

C. Maintenance

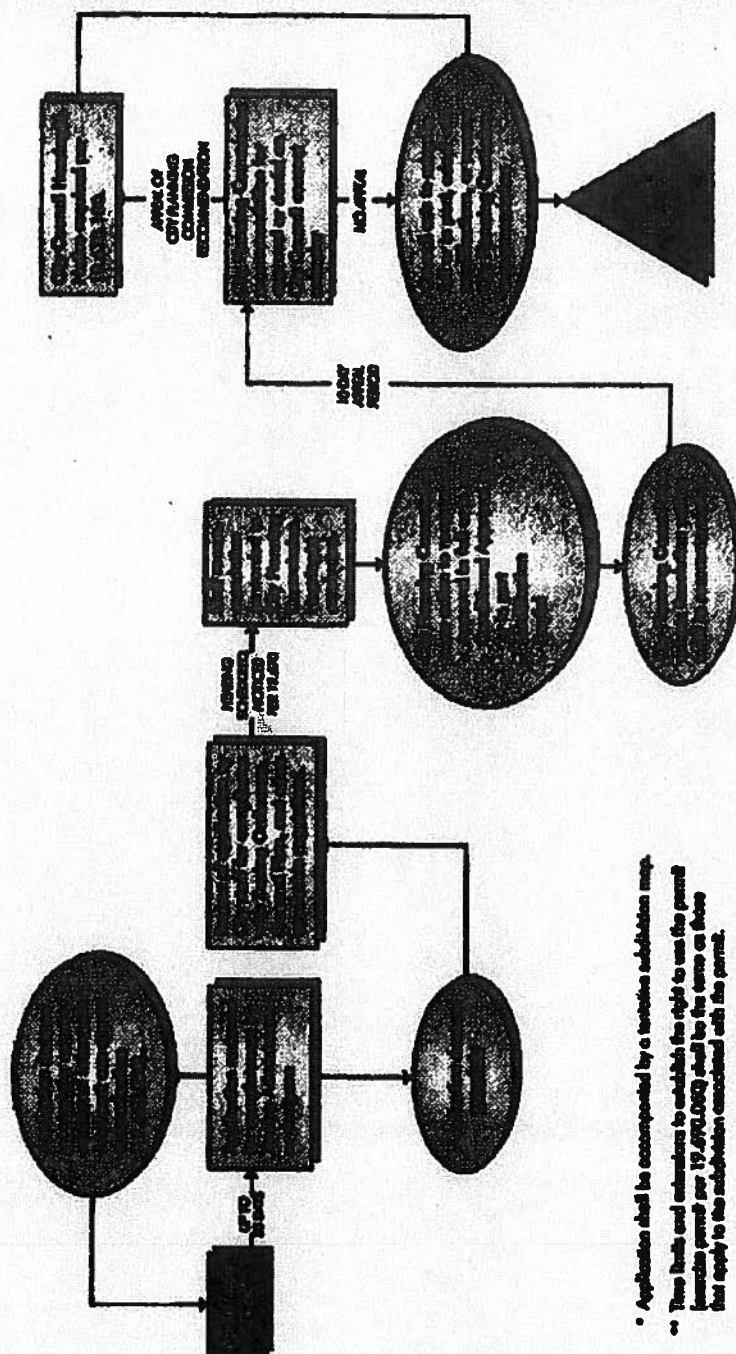
All private streets, walkways, parking areas, landscaped areas, storage areas, screening, sewers, drainage facilities, utilities, open space, recreation facilities and other improvements not dedicated to public use shall be maintained by the property owners. Provisions acceptable to the affected City Departments shall be made for the preservation and maintenance of all such improvements prior to the issuance of building permits.

D. Failure to Maintain Constitutes a Public Nuisance

All commonly-owned lots, improvements and facilities shall be preserved and maintained in a safe condition and in a state of good repair. Any failure to so maintain is unlawful and a public nuisance endangering the health, safety and general welfare of the public and a detriment to the surrounding community.

19.780.80

Planned Residential Development Permit Process in Flow Chart Form



* Application shall be accompanied by a tentative subdivision map.
 ** These rules and ordinances to establish the right to use the general
 jurisdiction permit per 19.070.000 shall be the same as those
 that apply to the subdivision associated with the permit.

ARTICLE X

Definition of Lot Area

The total horizontal area within the lot lines of a lot, excluding any street or right of way area, except that in the RA-5 Zone, "lot area" includes that portion of the adjoining street or streets measured from the street centerline or centerlines.

Definition of Lot Width

Lot width

The horizontal distance between the side lot lines, measured at right angles to the lot depth at the building setback line for regular lots, and the horizontal distance between the side lot lines measured by a straight line drawn at one-third the required minimum lot depth on each side lot line for cul-de-sac lots and knuckle lots.

Definition of Setback building line, front

Setback building line, front A line parallel with the front lot line or planned street line and located at the required front yard setback for regular lots, and a line parallel with the street measured one third the lot depth back for cul-de-sac lots and knuckle lots.

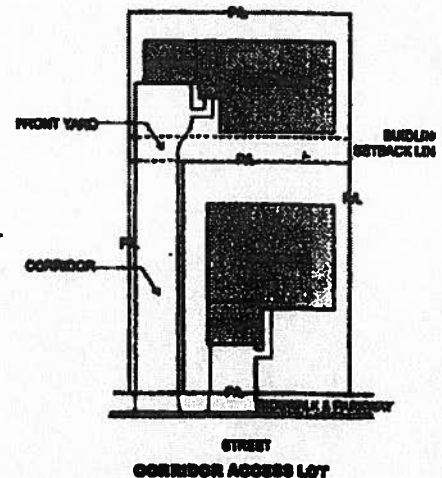
TITLE 18 CHANGES

ARTICLE V

18.210.080 E

Corridor Access Lots. Corridor access lots may be approved only where there is no reasonable alternative available to develop the interior portions of excessively deep parcels or where required by unusual physical constraints, subject to the approval of a variance in accordance with Title 19. For the purposes of this Chapter the development standards for corridor access lots shall be as follows:

- A. the corridor width should be a minimum of twenty (20) feet;
- B. the building pad should be located behind at least one of the proposed, existing or potential building pads on an adjoining lot to either side;
- C. the building line means a line parallel with the street, independent of the corridor or panhandle;
- D. the front yard means a yard extending across the full width of the lot as measured from the building line; and
- E. the area of the corridor shall not count in computing lot area for purposes of ascertaining compliance with the provisions of Title 19 of the Code.

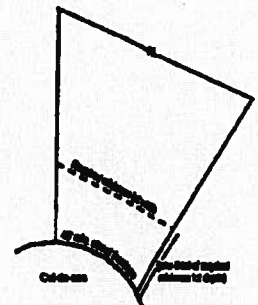


18.230.010 Modifications Authorized

Modifications from the improvement requirements of this Title may be granted pursuant to the procedures set forth in this Chapter.

Section 18.210.080 J

Cul-de-sac Lots and Knuckle Lots. For purposes of this Chapter, cul-de-sac lots and street knuckle lots, lot width means the horizontal distance between the side lot lines measured by a straight line drawn at one-third (i.e., 33.3%) the minimum required lot depth on each side lot line. At the front property line along a cul-de-



sac bulb and street knuckle, there shall be a minimum distance of at least forty-five-feet. The Approving Authority may interpret the standards of cul-de-sac lots and street knuckle lots. For more on cul-de-sac streets see 18.210.030.

Section 18.210.030 N 2 a

2. Private Street Standards

- a. For private streets, the street widths shall be as prescribed in Table 2 below and Table 1 Street Right-of-Way and Improvements. Private streets shall be treated as public streets for the purposes of Zoning standards (e.g., lot width, lots size, setbacks etc.).

ARTICLE VI

Definition of Lot, Cul-de-sac

Lot, Cul-de-sac means a legally recognized parcel of land substantially abutting the bulb portion of a cul-de-sac street. The amount of frontage needed at the bulb will be determined by the Approving Authority.

GENERAL PLAN 2025 CHANGES

LAND USE AND URBAN DESIGN ELEMENT

Policy LU-5.3: Encourage that any crossings of the City's major arroyos and undisturbed blue line streams are span bridges or soft bottom arch culverts that minimize disturbance of the ground and any wetland area. At grade crossings are strongly discouraged in major arroyos. To minimize disturbance of the arroyo the design will take into consideration aesthetics, biological, hydrological and permitting (i.e., MSHCP, ACOE, DFG, etc.) requirements to promote the free movement of water and wildlife. In addition, areas of the arroyo disturbed by construction will be restored consistent with requirements of the MSHCP, as well as the ACOE's 404 Permit Program and DFG's Streambed Alteration Agreement Program as applicable.

AIR QUALITY ELEMENT

Policy AQ-8.43: Encourage new development to include permeable surfaces to capture water runoff for infiltration on-site.

IMPLEMENTATION PLAN

Item	Description	Responsible Department	Target Date	Policy Number
32	Review the need and feasibility of creating fuel modification zones for fire breaks in areas where needed, preserving natural open spaces. Any fuel modification areas will generally be on the property proposed for development and not placed on neighboring properties.	Fire Department Planning Division	Fall 2008	PS-6

Item	Description	Responsible Department	Target Date	Policy Number
OS-45	Amend Title 19, to add "night-time sky" regulations to address light pollution, and lighting restrictions of the Mount Palomar Observatory.	Planning Division	Winter 2008	OS-2 OS-2.5

OS-46	Review Table 6-2., "Plants That Should be Avoided Adjacent to the MSHCP Conservation Area", in the MSHCP to determine if these same plants should be avoided around the City's arroyos. Determine how to apply this "no-plant" plant list to the City's arroyos and establish the needed policies/procedures using the appropriate Code or Guidelines.	Planning Division	Winter 2008/2009	OS-6.3

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