



SUBDIVISION IMPROVEMENT AGREEMENT

by and between

CITY OF RIALTO

and

MV AMVC, LLC

**SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN
THE CITY OF RIALTO**

AND

MV AMCV, LLC

Agreement Date: 12/21/2022

Subdivider Name: MV AMCV, LLC (hereinafter "Subdivider")

Subdivision Name: Cedar Villas (hereinafter "Subdivision")

Tract No.: 20294 (**No. of Lots:** 22)

Tentative: _____ **Map No.:** _____ (hereinafter "Approved Tentative Map")

(Approval Date: _____ **)**

Improvement Plans Approved On: On or about 9/22/2022 (hereinafter "Plans")

Estimated Total Cost of Improvements: \$ \$195,397.14
Street, Traffic Signs & Striping, Sanitary Sewer, Water, Streetlight, Landscaping
(Including & Irrigation, Grading Improvements _____)

Estimated Total Cost of Monumentation: \$ \$2,200.00 (Based upon the
Plans, including Individual lots, subdivision boundary and public improvements)

Security:

Bond Nos.: _____

Surety: _____

-OR-

Irrevocable Standby Letter of Credit No.: _____

Financial Institution: _____

-OR-

Cash/Certificate of Deposit, Agreement Dated: _____

Financial Institution: _____

Designees for the Service of Written Notice:

CITY:	SUBDIVIDER:
City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Phone: (909) 820-2602	Name: <u>MV AMCV, LLC</u> Address: <u>PO Box 9559</u> <u>Alta Loma, CA 91701</u> Phone: <u>858.367.0734</u>
CITY PROJECT INSPECTOR:	SURETY:
City of Rialto Engineering Services Department 335 W. Rialto Avenue Rialto, CA 92376 Phone: (909) 421-7294	Name: _____ Address: _____ Phone: _____

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SUBDIVISION IMPROVEMENT AGREEMENT

THIS SUBDIVISION IMPROVEMENT AGREEMENT (this "Agreement") is entered into this 21st day of December, 2022, by and between the CITY OF RIALTO, a municipal corporation, organized and existing in the County of San Bernardino, under and by virtue of the laws of the State of California, ("CITY"), and MV AMCV, LLC ("Subdivider").

RECITALS

A. Subdivider is the owner of, and has obtained approval of a subdivision map identified as **Tentative Tract Map No. 20294**, (the "Map"), located in the City of Rialto, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A". The Map requires Subdivider to comply with certain conditions of approval for the development of the Property (the "Conditions") as described on Exhibit "B". Subdivider is the licensed contractor hired by Owner to construct the "Works of Improvement" (as hereinafter defined) and an affiliate of Contractor is the holder of an option to acquire the Property.

B. Pursuant to the Conditions, Subdivider, by the Map, has offered for dedication to City for public use of the streets and easements shown on the Map. City desires to accept the streets and easements shown on the Map for public use, and certain other improvements described in this Agreement.

C. Subdivider has delivered to City, and City has approved, plans and specifications and related documents for certain "Works of Improvement" (as hereinafter defined) which are required to be constructed and installed in order to accommodate the development of the Property.

D. Subdivider's agreement to construct and install the Works of Improvement pursuant to this Agreement and Owner's offer of dedication of the streets, easements and other improvements and facilities, as shown on the Map, are a material consideration to City in approving **Final Map No. 20294** for the Property and permitting development of the Property to proceed.

COVENANTS

Based upon the foregoing Recitals which are incorporated herein by reference and in consideration of City's approving the Map for the Property and permitting development of the Property to proceed, Subdivider agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1. Works of Improvement. Subdivider agrees, at its sole cost and expense, to construct or install, or cause to be constructed or installed the street, drainage, domestic water, sanitary sewer, street lighting, landscaping, utility, and other improvements (the "Works of Improvement"), as the same may be supplemented and revised from time to time as set forth in this Agreement (said plans and specifications, together with all related

documents, the "Plans"). The estimated construction cost for the Works of Improvement is \$ 195,397.14.

1.2. Other Obligations Referenced in Conditions of Tentative Map Approval. In addition to the foregoing, Subdivider shall satisfy all of the Conditions on the Map for the Property with respect to the Works of Improvement. The Conditions associated with the Map are included as Exhibit "B" attached hereto.

1.3. Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Subdivider shall perform or cause to be performed in a manner acceptable to the City Engineer, (or designee), and in full compliance with all codes and the terms of this Agreement. Subdivider shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Subdivider's contractor to complete its tasks, incidental appurtenances, materials, and the like. If any omissions are made or information necessary to carry out the full intent and meaning of the Plans, Subdivider or its contractor shall immediately notify its design engineer who will seek approval of the City Engineer for furnishing of detailed instructions. In the event of any doubt or question arising regarding the true meaning of any of the Plans, reference shall be made to the City Engineer whose decision thereon shall be final.

Subdivider recognizes that the Plans consist of general drawings. All authorized alterations affecting the requirements and information given on the Plans shall be in writing and approved by the City Engineer. The Plans shall be supplemented by such working or shop drawings as are necessary to adequately control the work. Without the City Engineer's prior written approval, no change shall be made by Subdivider or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.4. Survey Monuments. Before final approval of street improvements, Subdivider shall place survey monuments as shown on **Final Map No. 20294** in accordance with the provisions of the State Subdivision Map Act and the Subdivision Ordinance of the City of Rialto. Subdivider shall provide security for such obligation as provided in Section 4.1(a)(iii) and, after setting the monuments, Subdivider shall furnish the City Engineer written notice of the setting of said monuments and written proof of having paid the engineer or surveyor for the setting of said monuments.

1.5. Performance of Work. Subdivider shall furnish or cause to be furnished all materials, labor, tools, equipment, utilities, transportation, and incidentals required to perform Subdivider's obligations under this Agreement.

1.6. Changes in the Work. The City Engineer, without invalidating this Agreement and without notification to any of the sureties or financial institutions referenced in Paragraph 4, may order extra work or may make changes by altering or deleting any portion of the Works of Improvement as specified herein or as deemed necessary or desirable by the City Engineer as determined necessary to accomplish the purposes of this Agreement and to protect the public health, safety, or welfare. The City Engineer shall notify

Subdivider or its contractor in writing (by Correction Notice) at the time a determination has been made to require changes in the work. No field changes performed or proposed by Subdivider or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Subdivider may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

1.7. Defective Work. Subdivider shall cause its contractor to repair, reconstruct, replace, or otherwise make acceptable any work found by the City Engineer to be defective.

1.8. No Warranty by City. The Plans for the Works of Improvement have been prepared by or on behalf of Subdivider or its consultants or contractors, and City makes no representation or warranty, express or implied, to Subdivider or to any other person regarding the adequacy of the Plans or related documents.

1.9. Authority of the City Engineer. In addition to the authority granted to the City Engineer elsewhere in this Agreement, the City Engineer shall have the authority to decide all questions which may arise as to the quality and acceptability of materials furnished and work performed, and all questions as to the satisfactory and acceptable fulfillment of the terms of this Agreement by Subdivider and its contractor.

1.10. Documents Available at the Site. Subdivider shall cause its contractor to keep a copy of all approved Plans at the job site and shall give access thereto to the City's inspectors and engineers at all times.

1.11. Inspection. Subdivider shall have an authorized representative on the job site at all times during which work is being done who has full authority to act for Subdivider, or its design engineer, and Subdivider's contractor(s) regarding the Works of Improvement. Subdivider shall cause its contractor to furnish the City with every reasonable facility for ascertaining whether or not the Works of Improvement as performed are in accordance with the requirements and intent of this Agreement, including the Plans. If the City inspector requests it, the Subdivider's contractor, at any time before acceptance of the Works of Improvement, shall remove or uncover such portions of the finished work as may be directed which have not previously been inspected. After examination, the Subdivider's contractor shall restore said portions of the work to the standards required hereunder. Inspection or supervision by the City Engineer (or designee) shall not be considered as direct control of the individual workmen on the job site. City's inspectors shall have the authority to stop any and all work not in accordance with the requirements contained or referenced in this Agreement.

The inspection of the work by City shall not relieve Subdivider or its contractor of any obligations to fulfill this Agreement as herein provided, and unsuitable materials or work may be rejected notwithstanding that such materials or work may have been previously overlooked or accepted.

1.12. Compliance With Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Subdivider shall cause construction

of the Works of Improvement to be completed in accordance with all other applicable federal, state, and local laws, ordinances, rules and regulations. In addition, without limiting the foregoing, the Subdivider shall, at its expense, obtain and comply with the conditions of all necessary permits and licenses for the construction of the Works of Improvement. The Subdivider shall also give all necessary notices and pay all fees and taxes as required by law.

Subdivider shall construct the improvements in accordance with the City standards in effect at the time of the adoption of the Approved Tentative Map. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.13. Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Subdivider's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Subdivider and its contractor shall be responsible for all materials and shall store them properly if necessary, and shall provide suitable interim drainage and/or dust control measures, and erect temporary structures where necessary.

1.14. Erosion and Dust Control and Environmental Mitigation. All grading, landscaping, and construction activities shall be performed in a manner to control erosion and prevent flooding problems. The City Engineer shall have the authority to require erosion plans to prescribe reasonable controls on the method, manner, and time of grading, landscaping, and construction activities to prevent nuisances to surrounding properties. Plans shall include without limitation temporary drainage and erosion control requirements, dust control procedures, restrictions on truck and other construction traffic routes, noise abatement procedures, storage of materials and equipment, removal of garbage, trash, and refuse, securing the job site to prevent injury, and similar matters.

1.15. Final Acceptance of Works of Improvement. After Subdivider's contractor has completed all of the Works of Improvement, Subdivider shall then request a final inspection of the work. If items are found by the City's inspectors to be incomplete or not in compliance with this Agreement or any of the requirements contained or referenced herein, City will inform the Subdivider or its contractor of such items. After the Subdivider's contractor has completed these items, the procedure shall then be the same as specified above for the Subdivider's contractor's initial request for final inspection. If items are found by City's inspectors to be incomplete or not in compliance after two (2) "final" inspections, the City may require the Subdivider or its contractor, as a condition to performing further field inspections, to submit in writing a detailed statement of the work performed subsequent to the date of the previous inspection which was found to be incomplete or not in compliance at that time. Subdivider shall be responsible for payment to City Engineer of re-inspection fees in the amount necessary to cover the City's costs for additional final inspections, as determined by the City Engineer.

No inspection or acceptance pertaining to specific parts of the Works of Improvement shall be construed as final acceptance of any part until the overall final acceptance by the City Engineer is made. The City Engineer shall make a certification of

completion and acceptance on the Works of Improvement by recordation of a Notice of Acceptance on behalf of the City. Final acceptance shall not constitute a waiver by the City Engineer of defective work subsequently discovered.

The date on which the Works of Improvement will be considered as complete shall be the date of the Notice of Acceptance.

1.16. Vesting of Ownership. Upon recordation of the Notice of Acceptance, ownership of the Works of Improvement shall vest in the City.

1.17. Subdivider's Obligation to Warn Public During Construction. Until recordation of the Notice of Acceptance, Subdivider shall give good and adequate warning to the public of any dangerous condition of the Works of Improvements, and shall take reasonable actions to protect the public from such dangerous condition. Until recordation of the Notice of Acceptance, Subdivider shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Subdivider's operations or construction of the hours, dates and duration of any planned construction activities.

1.18. Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Subdivider assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Subdivider shall replace or repair all Works of Improvements, public property, public utility facilities, and surveying or subdivision monuments and benchmarks which are destroyed or damaged for any reason, regardless whether resulting from the acts of the Subdivider, prior to the recordation of the Notice of Acceptance. Subdivider shall bear the entire cost of such replacement or repairs regardless of what entity owns the underlying property. Any repair or replacement shall be to the satisfaction, and subject to the approval, of the City Engineer.

Neither the City, nor any officer or employee thereof, shall be liable or responsible for any accident, loss or damage, regardless of cause, occurring to the work or Works of Improvements prior to recordation of the Notice of Acceptance of the work or improvements.

2. Time for Performance.

2.1. Commencement and Completion Dates. Subject to Sections 2.2 and 2.3 below, Subdivider shall (i) commence with construction and installation of the Works of Improvement thirty (30) days following City's approval of the Plans ("Commencement Date"); and (ii) complete or cause to be completed all of the Works of Improvement two (2) years after the Commencement Date. In the event good cause exists as determined by the City Engineer, the time for commencement of construction or completion of the Works of Improvement hereunder may be extended for a period or periods not exceeding two (2) years. Extensions shall be executed in writing by the City Engineer. The City Engineer in his or her sole discretion determines whether or not the Subdivider has established good cause for an extension. As a condition of such extension, the City Engineer may require Subdivider to furnish new security guaranteeing performance of

this Agreement, as extended, in an increased amount to compensate for any increase in construction costs as determined by the City Engineer. If Subdivider requests and is granted an extension of time for completion of the improvements, City may apply the standards in effect at the time of the extension.

2.2. Phasing Requirements. Notwithstanding the provisions of Section 2.1, the City reserves the right to control and regulate the phasing of completion of specific Works of Improvement as required to comply with applicable City ordinances, regulations, and rules relating to the timely provision of public services and facilities. In addition to whatever other remedies the City may have for Subdivider's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Subdivider acknowledges City's right to withhold the issuance of further building permits on the Property until such phasing requirements are satisfied. Prior to issuance of building permits, Subdivider shall provide satisfactory evidence that all applicable requirements that are a condition to issuance of building permits have been satisfied. Such requirements may include the payment of fees, construction of improvements, or both. Final inspections or issuance of Certificates of Occupancy may be withheld from the Subdivider by the City, if, upon a determination by the City Engineer, completion of specific Works of Improvements or other requirements associated with the development of the Property have not been completed to the City Engineer's satisfaction.

2.3. Force Majeure. Notwithstanding the provisions of Section 2.1, Subdivider's time for commencement and completion of the Works of Improvement shall be extended for the period of any enforced delay caused due to circumstances beyond the control and without the fault of Subdivider, including to the extent applicable adverse weather conditions, flood, earthquakes, strikes, lockouts, acts or failures to act of a public agency (including City), required changes to the scope of work required by City, and similar causes; provided, however, that the period of any enforced delay hereunder shall not include any period longer than five (5) days prior to City's receipt of a written notice from Subdivider or its contractor detailing the grounds for Subdivider's claim to a right to extend its time for performance hereunder. The City Engineer shall evaluate all claims to Force Majeure and the City Engineer's decision shall be final.

2.4. Continuous Work. After commencement of construction of the Works of Improvement (or separate portion thereof), Subdivider shall cause such work to be diligently pursued to completion, and shall not abandon the work for a consecutive period or more than thirty (30) days, events of Force Majeure excepted.

2.5. Reversion to Acreage. In addition to whatever other rights City may have due to Subdivider's failure to timely perform its obligations hereunder, Subdivider recognizes that City reserves the right to revert the Property to acreage subject to the limitations and requirements set forth in California Government Code Section 66499.11 through Section 66499.20.1. In this regard, Subdivider agrees that if the Works of Improvement have not been completed on or before the later of two (2) years from the date of this Agreement or within the time allowed herein, whichever is the later, and if City thereafter initiates proceedings to revert the Property to acreage, pursuant to Government Code Section 66499.16, Subdivider hereby consents to such reversion to acreage and agrees that any

improvements made by or on behalf of Subdivider shall not be considered in determining City's authority to revert the Property to acreage.

3. Labor.

3.1. Labor Standards. This Agreement is subject to, and Subdivider agrees to comply with, all of the applicable provisions of the Labor Code including, but not limited to, the wage and hour, prevailing wage, worker compensation, and various other labor requirements in Division 2, Part 7, Chapter 1, including section 1720 to 1740, 1770 to 1780, 1810 to 1815, 1860 to 1861, which provisions are specifically incorporated herein by reference as set forth herein in their entirety. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of the Works of Improvement.

3.2. Nondiscrimination. In accordance with the California Fair Employment and Housing Act ("FEHA"), California Government Code Section 12940 *et seq.*, Subdivider agrees that Subdivider, its agents, employees, contractors, and subcontractor performing any of the Works of Improvement shall not discriminate, in any way, against any person on the basis of race, ethnicity, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Subdivider shall expressly require compliance with the provisions of this Section in all agreements with contractors and subcontractors for the performance of this Agreement.

3.3. Licensed Contractors. Subdivider shall cause all of the Works of Improvement to be constructed by contractors and subcontractors with valid California Contractors' licenses for the type of work being performed. All of Subdivider's contractors and subcontractors shall obtain a valid City of Rialto business license prior to performing any work pursuant to this Agreement. Subdivider shall provide the City Engineer with a list of all of its contractors and subcontractors prior to initiating any work, and all valid Contractor's licenses and business licenses issued thereto as a condition of constructing the Works of Improvements.

3.4. Worker's Compensation. Subdivider shall cause every contractor and subcontractor performing any of the Works of Improvement to carry Workers' Compensation Insurance as required by the Labor Code of the State of California and shall cause each such contractor and subcontractor to submit to City a Certificate of Insurance verifying such coverage prior to such contractor or subcontractor entering onto the job site.

4. Security.

4.1. Required Security.

(a) At the time Subdivider executes this Agreement, Subdivider shall furnish to City the following bonds, letters of credit, instruments of credit (assignment of deposit account) or other security acceptable to City in its sole and absolute

discretion and satisfying the requirements of the applicable provisions of this Section 4 below (hereinafter "Security Instruments"):

- (i) A Security Instrument securing Subdivider's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$ \$195,397.14 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (ii) A Security Instrument guaranteeing the payment to contractors, subcontractors, and other persons furnishing labor, materials, and/or equipment ("Labor and Materials Security Instrument") with respect to the Works of Improvement in an amount equal to \$ \$195,397.14 equal to 100% of the estimated construction cost referenced in Section 1.1.
- (iii) A Security Instrument guaranteeing the payment of the cost of setting monuments as required in Section 1.4 in the amount of \$ 2,200.00 equal to 100% of the cost thereof.

This Agreement shall not be effective for any purpose until such Security Instruments are supplied to and approved by City in accordance herewith.

(b) Required Security Instrument for Maintenance and Warranty. Prior to the City Council's acceptance of the Works of Improvement and recordation of a Notice of Completion, Subdivider shall deliver a Security Instrument warranting the work accepted for a period of one (1) year following said acceptance ("Maintenance and Warranty Security Instrument"), in the amount of \$ 19,539.71 equal to 10% of the estimated construction cost set forth in Section 1.1 or a suitable amount determined by the City Engineer.

4.2. Form of Security Instruments. All Security Instruments shall be in the amounts required under Section 4.1 (a) or 4.1(b), as applicable, shall meet the following minimum requirements and otherwise shall be in a form provided by City or otherwise approved by the City Attorney:

(a) Bonds. For Security Instruments provided in the form of bonds, any such bond must be issued and executed by an insurance company or bank authorized to transact surety business in the State of California. Any insurance company acting as surety shall have a minimum rating of A-IX, as rated by the current edition of Best's Key Rating Guide published by A.M. Best's Company, Oldwick, New Jersey, 08858. Any bank acting as surety shall have a minimum rating of AA, as rated by Moody's or Standard & Poor's.

(b) Letters of Credit. For Security instruments which are letters of credit, any letter of credit shall be an original separate unconditional, irrevocable, negotiable and transferable commercial letter of credit issued by a financial institution with offices in the State of California acceptable to City. Any such letter of credit shall specifically permit City to draw on same by unilateral certification of the City Engineer of the City that Subdivider is in default under its payment or performance

obligations hereunder or in the event Subdivider fails to deliver a replacement letter of credit not less than thirty (30) days prior to the date of expiration of any such letter of credit and shall further be subject to the provisions of Section 4.4.

(c) Instrument of Credit. For Security Instruments which are Instruments of Credit, any Instrument of Credit shall be an assignment of deposit account assigning as security to City all of Subdivider's interest in funds on deposit in one or more bank accounts with financial institutions acceptable to City.

(d) General Requirements for all Security Instruments.

(i) Payments under any Security Instruments shall be required to be made (and, with respect to bonds, litigation shall be required to be instituted and maintained) in the City of Rialto, State of California (and the Security Instrument shall so provide).

(ii) Each Security Instrument shall have a minimum term of one (1) year after the deadline for Subdivider's completing the Works of Improvement, in accordance with Section 2.1 (other than Instruments of Credit, which shall have no defined term or expiration date).

(iii) Each Security Instrument shall provide that changes may be made in the Works of Improvement pursuant to the terms of this Agreement without notice to any issuer or surety and without affecting the obligations under such Security Instrument.

(iv) If the Subdivider seeks to replace any security with another security, the replacement shall: (1) comply with all the requirements for security in this Agreement; (2) be provided by the Subdivider to the City Engineer; and (3) upon its written acceptance by the City Engineer, be deemed a part of this Agreement. Upon the City Engineer's acceptance of a replacement security, the former security may be released by the City.

4.3. Subdivider's Liability. While no action of Subdivider shall be required in order for City to realize on its security under any Security Instrument, Subdivider agrees to cooperate with City to facilitate City's realization under any Security Instrument, and to take no action to prevent City from such realization of any Security Instrument. Notwithstanding the giving of any Security Instrument or the subsequent expiration of any Security Instrument or any failure by any surety or financial institution to perform its obligations with respect thereto, Subdivider shall be personally liable for performance under this Agreement and for payment of the cost of the labor and materials for the improvements required to be constructed or installed hereby and shall, within ten (10) days after written demand therefor, deliver to City such substitute security as City shall require satisfying the requirements in this Section 4.

4.4. Letters of Credit.

(a) In the event a letter of credit is given pursuant to Section 4.2(b), City shall be entitled to draw on any such letter of credit if a replacement letter of credit (expiring in not less than one (1) year, unless City agrees to a lesser term in City's sole and absolute discretion) is not delivered not less than thirty (30) days prior to the expiration of the original letter of credit, such substitute letter of credit being in the same amount and having the terms and conditions as the initial letter of credit delivered hereunder, issued by a financial institution acceptable to City as of the date of delivery of the replacement letter of credit.

(b) In the event of draw by the City on a letter of credit, the City may elect, in its sole and absolute discretion, to apply any such funds drawn to the obligations secured by such letter of credit or to hold such funds in an account under the control of the City, with no interest accruing thereon for the benefit of the Subdivider. If the City elects to hold the funds in an account pursuant to the foregoing, City may thereafter at any time elect instead to apply such funds as provided in the foregoing. Subdivider agrees and hereby grants City a security interest in such account to the extent required for City to realize on its interests therein, and agrees to execute and deliver to City any other documents requested by City in order to evidence the creation and perfection of City's security interest in such account.

4.5. Release of Security Instruments. The City shall release all Security Instruments consistent with Government Code Sections 66499.7 and 66499.8 and as follows:

(a) City shall release the Faithful Performance Security Instrument and Labor and Materials Security Instrument when all of the following have occurred:

(i) Subdivider has made written request for release and provided evidence of satisfaction of all other requirements in this Section 4.5;

(ii) the Works of Improvement have been accepted;

(iii) Subdivider has delivered the Maintenance and Warranty Security Instrument; and

(iv) after passage of the time within which lien claims are required to be made pursuant to Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California. If lien claims have been timely filed, City shall hold the Labor and Materials Security Instrument until such claims have been resolved, Subdivider has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Subdivider's written request upon the expiration of the warranty period, and settlement of any claims filed during the warranty period.

(c) The City may retain from any security released, an amount sufficient to cover costs and reasonable expenses and fees, including reasonable attorney's fees.

5. Cost of Construction and Provision of Inspection Service.

5.1. Subdivider Responsible for All Costs of Construction. Subdivider shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Subdivider is entitled to reimbursement from City for any of the Works of Improvement, such reimbursement shall be subject to a separate Reimbursement Agreement to be entered into between Subdivider and City prior to construction of the Works of Improvement.

5.2. Payment to City for Cost of Related Inspection and Engineering Services. Subdivider shall compensate City for all of City's costs reasonably incurred in having its authorized representative make the usual and customary inspections of the Works of Improvement. In addition, Subdivider shall compensate City for all design, plan check, evaluating any proposed or agreed-upon changes in the work. The procedures for deposit and payment of such fees shall be as established by the City. In no event shall Subdivider be entitled to additional inspections or a final inspection and acceptance of any of the Works of Improvement until all City fees and charges have been fully paid, including without limitation, charges for applicable penalties and additional required inspections.

6. Acceptance of Offers of Dedication. The City Council shall pass as appropriate resolution or resolutions accepting all offers of dedication shown on the Map for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement. Such resolution(s) shall authorize the City Clerk to execute the Certificate made a part of the Map regarding said acceptance of the offer of dedication.

7. Warranty of Work. Subdivider shall guarantee all Works of Improvement against defective materials and workmanship for a period of one (1) year from the date of final acceptance. If any of the Works of Improvement should fail or prove defective within said one (1) year period due to any reason other than improper maintenance, or if any settlement of fill or backfill occurs, or should any portion of the Works of Improvement fail to fulfill any requirements of the Plans, Subdivider, within fifteen (15) days after written notice of such defects, or within such shorter time as may reasonably be determined by the City in the event of emergency, shall commence to repair or replace the same together with any other work which may be damaged or displaced in so doing. Should Subdivider fail to remedy defective material and/or workmanship or make replacements or repairs within the period of time set forth above, City may make such repairs and replacements and the actual cost of the required labor and materials shall be chargeable to and payable by Subdivider. The warranty provided herein shall not be in lieu of, but shall be in addition to, any warranties or other obligations otherwise imposed by law.

8. Default.

8.1. Default by Subdivider. Default by Subdivider shall include, but not be limited to:

- (a) Subdivider's failure to timely commence construction of Works of Improvement under this Agreement;
- (b) Subdivider's failure to timely complete construction of the Works of Improvement;
- (c) Subdivider's failure to perform substantial construction work for a period for 20 consecutive calendar days after commencement of the work;
- (d) Subdivider's insolvency, appointment of a receiver, or the filing of any petition in bankruptcy, either voluntary or involuntary, which Subdivider fails to discharge within 30 days;
- (e) The commencement of a foreclosure action against the subdivision or a portion thereof, or any conveyance in lieu or in avoidance of foreclosure; or
- (f) Subdivider's failure to perform any other obligation under this Agreement.

8.2. Remedies. The City reserves all remedies available to it at law or in equity for a default or breach of Subdivider's obligations under this Agreement. The City shall have the right, subject to this Section, to draw upon or use the appropriate security to mitigate the City's damages in the event of default by Subdivider. The City's right to draw upon or use the security is in addition to any other remedy available to City. The parties acknowledge that the estimated costs and security amounts may not reflect the actual cost of construction of the improvements and, therefore, City's damages for Subdivider's default shall be measured by the cost of completing the required improvements. The City may use the sums provided by the securities for the completion of the Works of Improvement in accordance with the plans. In the event the Subdivider fails to cure any default under this Agreement within 20 days after the City mails a notice of such default to the Subdivider and the Subdivider's surety, Subdivider authorizes the City to perform the obligation for which Subdivider is in default and agrees to pay the entire cost of such performance by the City. The City may take over the work and complete the Works of Improvement, by contract or by any other method City deems appropriate, at the expense of the Subdivider. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Subdivider's materials, appliances, plans and other property that are at the work site and that are necessary to complete the Works of Improvement.

8.3. Notice of Violation. The Subdivider's failure to comply with the terms of this Agreement constitutes Subdivider's consent for the City to file a notice of violation against all the lots in the Subdivision, or to rescind or otherwise revert the Subdivision to acreage. Subdivider specifically recognizes that the determination of whether a reversion to acreage or rescission of the Subdivision constitutes an adequate remedy for default by the Subdivider shall be within the sole discretion of the City.

8.4. Remedies Not Exclusive. In any case where this Agreement provides a specific remedy to City for a default by Subdivider hereunder, the Subdivider agrees that the choice of remedy or remedies for Subdivider's breach shall be in the discretion of the City.

Additionally, any remedy specifically provided in this Agreement shall be in addition to, and not exclusive of, City's right to pursue any other administrative, legal, or equitable remedy to which it may be entitled.

8.5. Attorney's Fees and Costs. In the event that Subdivider fails to perform any obligation under this Agreement, Subdivider agrees to pay all costs and expenses incurred by City in securing performance of such obligations, including costs of suit and reasonable attorney's fees. In the event of any dispute arising out of Subdivider's performance of its obligations under this Agreement or under any of the Security Instruments referenced herein, the prevailing party in such action, in addition to any other relief which may be granted, shall be entitled to recover its reasonable attorney's fees and costs. Such attorney's fees and cost shall include fees and costs on any appeal, and in addition a party entitled to attorney's fees and costs shall be entitled to all other reasonable costs incurred in investigating such action, taking depositions and discovery, retaining expert witnesses, and all other necessary and related costs with respect to the litigation. All such fees and costs shall be deemed to have accrued on commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

8.6. Waiver. No waiver by the City of any breach or default by the Subdivider shall be considered valid unless in writing, and no such waiver by the City shall be deemed a waiver of any subsequent breach or default by the Subdivider.

9. Indemnity/Hold Harmless. City or any officer, employee or agent thereof shall not be liable for any injury to persons or property occasioned by reason of the acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement. Subdivider further agrees to protect, defend, indemnify and hold harmless City, its officials, boards and commissions, and members thereof, agents, and employees from any and all claims, demands, causes of action, liability or loss of any sort, because of, or arising out of, acts or omissions of Subdivider, its agents, employees, contractors and subcontractors in the performance of this Agreement, except for such claims, demands, causes of action, liability or loss arising out of the sole active negligence of the City, its officials, boards, commissions, the members thereof, agents and employees, including all claims, demands, causes of action, liability or loss because of or arising out of, in whole or in part, the design or construction of the improvements. This indemnification and agreement to hold harmless shall extend to injuries to persons and damages or taking of property resulting from the design or construction of said Subdivision, and the public improvements as provided herein, and in addition, to adjacent property owners as a consequence of the diversion of waters from the design and construction of public drainage systems, streets and other improvements. Recordation of the Notice of Acceptance by the City of the Works of Improvements shall not constitute an assumption by the City of any responsibility for any damage or taking covered by this Section. City shall not be responsible for the design or construction of the property to be dedicated or the improvements pursuant to the approved improvement plans or map, regardless of any negligent action or inaction taken by the City in approving the plans or map, unless the particular improvement design was specifically required by City over written objection by Subdivider submitted to the City Engineer before approval of the particular improvement design, which objection indicated that the particular improvement design was dangerous or defective and suggested an alternative safe and feasible design.

After recordation of the Notice of Acceptance, the Subdivider shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Subdivider shall not be responsible for routine maintenance. The provisions of this paragraph shall remain in full force and effect for ten (10) years following the recordation of the Notice of Acceptance by the City of the Works of Improvements. It is the intent of this section that Subdivider shall be responsible for all liability for design and construction of the improvements installed or work done pursuant to this Agreement and that City shall not be liable for any negligence, nonfeasance, misfeasance or malfeasance in approving or reviewing any work or construction. The improvement security shall not be required to cover the provisions of this Paragraph.

Subdivider shall reimburse the City for all costs and expenses, including but not limited to fees and charges of architects, engineers, attorneys, and other professionals, and court costs, incurred by City in enforcing this Section.

10. Subdivider's Indemnity of Project Approval. Subdivider shall defend, indemnify, and hold harmless the City and its agents, officers, and employees from any claim, action, or proceeding against the City or its agents, officers, or employees to attack, set aside, void, or annul, an approval of the City, advisory agency, appeal board, or legislative body concerning the Subdivision. The City shall promptly notify the Subdivider of any claim, action, or proceeding and cooperate fully in the defense of any such claim, action, or proceeding. In the event City fails to promptly notify the Subdivider of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Subdivider shall not thereafter be responsible to defend, indemnify, or hold harmless the City. Nothing in this Section prohibits the City from participating in the defense of any claim, action, or proceeding if City bears its own attorney's fees and costs and defends the action in good faith. Subdivider shall not be required to pay or perform any settlement unless the settlement is approved by the Subdivider.

11. Insurance Requirements.

11.1. Subdivider, at Subdivider's sole cost and expense and for the full term of this Agreement and any extensions thereto, shall obtain and maintain all of the following minimum insurance requirements in a form approved by the City's authorized designee for Risk Management prior to commencing any work:

(a) Commercial General Liability policy with a minimum combined single limit of One Million Dollars (\$1,000,000) for each occurrence and Two Million Dollars (\$2,000,000) in the aggregate for bodily injury, death, personal injury, and property damage arising out of or in connection with the activities of Subdivider and its contractors and subcontractors in performance of the work under this Agreement. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (Occurrence Form CG 0001) and shall, in addition to the other coverages specified in this subsection, include coverage for the following:

- (i) Premises-operations; including X, C, and U coverage;
- (ii) Owners' and contractors' protection;

- (iii) Independent contractors;
 - (iv) Blanket contractual;
 - (v) Ongoing operations;
 - (vi) Products -completed operations hazard; and
 - (vii) Personal and advertising injury
- (b) Commercial Business Auto policy with a minimum \$1 million per occurrence, combined single limit, for bodily injury and property damage, providing all of the following minimum coverage:
- (i) Coverage shall apply to any and all leased, owned, hired, or non-owned vehicles used in pursuit of any of the activities associated with this Agreement; and
 - (ii) Any and all mobile equipment including cranes which are not covered under the above Commercial Business Auto policy shall have said coverage provided under the Commercial General Liability policy.
- (c) Workers Compensation and Employers' Liability policy in accordance with the laws of the State of California and providing coverage for any and all employees of the Subdivider:
- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
 - (i) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
 - (ii) Pursuant to Labor Code section 1861, Subdivider by executing this Agreement certifies: *"I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract."*
 - (iii) Subdivider shall cause each contractor and subcontractor to provide adequate Workers' Compensation and Employer's Liability Insurance for the protection of employees not otherwise protected in accordance with the laws of the State of California.
 - (iv) Prior to commencement of work, the Subdivider shall file with the City's Risk Manager a Certificate of Insurance or certification of permission to self-insure workers' compensation conforming to the requirements of the Labor Code.

(d) Endorsements. All of the following endorsements are required to be made a part of each of the above-required policies as stipulated below:

(i) The Commercial General Liability and Commercial Vehicle/ Automotive Liability policies are to contain or be endorsed to contain the following provisions:

a. Additional Insureds. The City of Rialto, its officials, officers, employees, agents and independent contractors shall be named as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Subdivider; and with respect to liability arising out of work or operations performed by or on behalf of the Subdivider including materials, parts or equipment furnished in connection with such work or operations.

b. Primary Insurance. For any claims related to this project, the Subdivider's insurance coverage shall be primary insurance as respects the City of Rialto, its officials, officers, employees, agents and independent contractors. Any insurance or self- insurance maintained by the City of Rialto, its officials, officers, employees, agents and independent contractors shall be excess of the Subdivider's insurance and shall not contribute with it. This endorsement is not applicable to the Commercial Vehicle/ Automotive Liability Policy.

c. Waiver of Subrogation. Endorsements waiving all rights of subrogation against the City of Rialto, its officials, officers, employees, agents and independent contractors shall be provided.

(ii) The Workers' Compensation policy shall be endorsed to waive all rights of subrogation against the City of Rialto, its officials, officers, employees, agents and independent contractors.

(e) Other Insurance Requirements. All policies required under this Agreement shall, to the extent available, contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days' prior written notice to Subdivider ten (10) days' notice for cancellation due to non- payment). Subdivider further agrees to:

(i) provide to City copies of any notices relating to cancellation or reduction of insurance within two (2) days of receipt; and

(ii) cause all certificates of insurance to include language indicating that the issuers or producers of such policies will endeavor to provide copies of any such notices directly to City.

(f) Commencement of Work. Subdivider shall not commence work under this Agreement until Subdivider has obtained all insurance required pursuant to this

Section, and such insurance has been approved by City; nor shall Subdivider allow any contractor or subcontractor to commence work on the Improvements until all similar insurance required of the contractor or subcontractor has been obtained. Certificates, endorsements, and where applicable, full copies of policies shall be maintained on file with the City Clerk.

(g) Higher Limits. If Subdivider maintains higher limits than the minimums specified in this Section 11, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

(h) Insurer Rating; Acceptability. Except as set forth otherwise herein, the policies required by this Section shall be issued by a California-admitted insurer with a rating of at least a "B+; VII" in the latest edition of Best's Insurance Guide. A Commercial General Liability policy issued by an insurer that is on the California Department of Insurance's List of Approved Surplus Line Insurers ("LASLI") will be acceptable, if no coverage from an admitted insurer can be obtained by Subdivider, and further provided that such insurer maintains a Best's rating of at least "A-; X" and remains on the LASLI during the term hereof. Workers' Compensation coverage issued by the State Compensation Insurance Fund shall be acceptable if no other coverage can be obtained by Subdivider, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.

(i) Proof of Coverage. Subdivider shall submit to the City original certificates of insurance and endorsements evidencing the coverages required by this Section. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. The City reserves the right to require Subdivider to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section. Subdivider's insurance company(ies) shall mail all required certificates of insurance and endorsements to:

City of Rialto
Risk Management
150 S. Palm Avenue
Rialto, CA 92376

12. Environmental Warranty.

12.1. Prior to the acceptance of any dedications or Works of Improvement by City, Subdivider shall provide City with a written warranty in a form substantially similar to Exhibit "C" attached hereto and incorporated herein by reference, that:

(a) Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are

subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

(b) Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated shall use, generate, manufacture, produce, or release, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

(c) Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(d) Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any hazardous substance on the property to be dedicated.

12.2. Subdivider shall give prompt written notice to City of:

(a) Any proceeding or investigation by any federal, state or local governmental

(b) authority with respect to the presence of any hazardous substance on the property to be dedicated or the migration thereof from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

(c) Any claims made or threatened by any third party against City or the property to be dedicated relating to any loss or injury resulting from any hazardous substance; and

(d) Subdivider's discovery of any occurrence or condition on any property adjoining or in the vicinity of the property to be dedicated that could cause the property to be dedicated or any part thereof to be subject to any restrictions on its ownership, occupancy, use for the purpose for which it is intended, transferability or suit under any environmental law.

13. General Provisions.

13.1. Successors and Assigns. This Agreement shall be binding upon all successors and assigns to Subdivider's right, title, and interest in and to the Property and any portion thereof. Subdivider hereby consents to City recording this Agreement as official records of San Bernardino County, affecting fee title interest to the Property to provide constructive notice of the rights and obligations incurred by Subdivider in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Subdivider to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Subdivider's responsibilities with regard to this Agreement, (the "Replacement Subdivider"), the rights and obligations of this Agreement shall transfer to the Replacement Subdivider; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Subdivider as a condition of the City's approval of this Agreement, shall remain Subdivider's responsibility to maintain until such time as Subdivider and its Replacement Subdivider enter into a Transfer and Assignment of Subdivision Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Subdivider to its Replacement Subdivider, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Subdivider, including Replacement Subdivider's responsibility to furnish replacement Security Instruments meeting the City's approval pursuant to Section 4 of this Agreement. Until such time as a Transfer Agreement, meeting the City's approval, is executed by Subdivider and its Replacement Subdivider, and replacement Security Instruments meeting City's approval are furnished by the Replacement Subdivider, Subdivider retains sole responsibility for maintaining all Security Instruments required pursuant to Section 4 of this Agreement.

13.2. No Third Party Beneficiaries. This Agreement is intended to benefit only the parties hereto and their respective successors and assigns. Neither City nor Subdivider intend to create any third party beneficiary rights in this Agreement in any contractor, subcontractor, member of the general public, or other person or entity.

13.3. No Vesting Rights. Performance by the Subdivider of this Agreement shall not be construed to vest Subdivider's rights with respect to any change in any zoning or building law or ordinance.

13.4. Subdivider is Not Agent of City. Neither Subdivider nor Subdivider's agents, contractors, or subcontractors are agents or contractors of the City in connection with the performance of Subdivider's obligations under this Agreement.

13.5. Time of the Essence. Time is of the essence of Subdivider's performance of all of its obligations under this Agreement.

13.6. Notices. Unless otherwise specified in this Agreement, all notices required or provided for under this Agreement shall be in writing and delivered in person or sent by mail, postage prepaid and addressed as provided in this Section. Notice shall be effective on the date is delivered in person, or, if mailed, on the date of deposit in the United States Mail. Notice shall be provided to the persons listed on Pages 1 and 2 of this Agreement by the parties for this purpose.

Either party may provide a new designated representative and/or address by written notice as provided in this Section.

13.7. No Apportionment. Nothing contained in this Agreement shall preclude City from expending monies pursuant to agreements concurrently or previously executed between the parties, or from entering into agreements with other subdividers for the apportionment of costs of water and sewer mains, or other improvements pursuant to the provisions of the City ordinances providing therefore. Nor shall anything in the Agreement commit City to any such apportionment.

13.8. Severability. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by mutual written consent of the parties.

13.9. Captions. The captions of this Agreement are for convenience and reference only and shall not be used in the interpretation of any provision of this Agreement.

13.10. Incorporation of Recitals. The recitals to this Agreement are hereby incorporated into the terms of this Agreement.

13.11. Interpretation. This Agreement shall be interpreted in accordance with the laws of the State of California.

13.12. Entire Agreement; Waivers and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations and previous agreements between the parties with respect to all or part of the subject matter hereof, except as may be expressly provided herein. All waivers of the provisions of this Agreement must be in writing and signed by an authorized representative of the party to be charged, and all amendments hereto must be in writing and signed by the appropriate representatives of both parties.

13.13. Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together shall be deemed one original.

14. Authority. The persons executing this Agreement on behalf of the parties warrant the (I) party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into of this Agreement does not violate any provisions of any other Agreement to which said party is bound.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the City and the Subdivider have caused this Agreement to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

(NAME OF SUBDIVIDER)

By: _____
Arron Brown, Acting City Manager

By: _____
Title: Director of Planning
MV AMCV, LLC

APPROVED BY THE CITY COUNCIL

Date: _____

Agreement No.: _____

ATTEST:

By: _____
Barbara McGee, City Clerk

APPROVED AS TO FORM:

By: _____
Eric S. Vail ,City Attorney

RECOMMENDED:

By: _____
Alberto Paiva, P.E., City Engineer

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

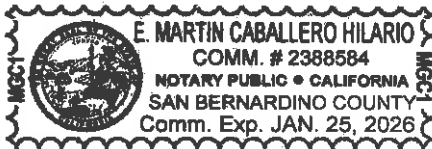
County of SAN BERNARDINO

On 02/10/2023 before me, E. Martin Caballero Hilario, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared RUBEN DANIEL HERNANDEZ JR.
Name(s) of Signer(s)

Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is / are subscribed to the within instrument and acknowledged to me that he / she / they executed the same in his / her / their authorized capacity(ies), and that they by his / her / their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: SUBDIVISION IMPROVEMENT AGREEMENT Document Date: 02/10/2023
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)Signer's Name: RUBEN DANIEL HERNANDEZ JR.☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

Signer's Name: _____

☐ Corporate Officer – Title(s): _____☐ Partner – ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer is Representing: _____

EXHIBIT "A"

TRACT MAP 20294 LEGAL DESCRIPTION

Tract Map No. 20294, as recorded in Map Book _____, Pages _____ through _____ inclusive, records of San Bernardino County, California.

EXHIBIT "B"

TENTATIVE TRACT MAP 20294 CONDITIONS OF APPROVAL

The Conditions issued to Subdivider for development of the Property follow this page.

1 corresponding fencing/walls, paving, drainage, lighting, amenities, and landscaping, and the
2 Project is necessary to facilitate PPD No. 2020-0005; and

3 WHEREAS, the Project within the R-3 zone requires the approval of a tentative tract map,
4 and the applicant has agreed to apply for a Tentative Tract Map No. 2019-0002, also referred to as
5 Tentative Tract Map No. 20294, ("TTM No. 20294"), in accordance with the Subdivision Map
6 Act (Government Code §§ 66410 et seq.); and

7 WHEREAS, on December 9, 2020, the Planning Commission of the City of Rialto
8 conducted a duly noticed public hearing, as required by law, on TTM No. 20294, GPA No. 2019-
9 0004, ZC No. 2019-0003, and PPD No. 2020-0005 took testimony, at which time it received input
10 from staff, the city attorney, and the applicant; heard public testimony; discussed the proposed
11 TTM No. 20294, GPA No. 2019-0004, ZC No. 2019-0003, and PPD No. 2020-0005; and closed
12 the public hearing; and

13 WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

14 NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Rialto
15 as follows:

16 SECTION 1. The Planning Commission hereby specifically finds that all of the facts set forth
17 in the recitals above of this Resolution are true and correct and incorporated herein.

18 SECTION 2. Based on substantial evidence presented to the Planning Commission during
19 the public hearing conducted with regard to TTM No. 20294, including written staff reports, verbal
20 testimony, project plans, other documents, and the conditions of approval stated herein, the Planning
21 Commission hereby determines that TTM No. 20294 satisfies the requirements of Government Code
22 Sections 66473.5 and 66474 and Section 17.16.070 of the Rialto Municipal Code pertaining to the
23 findings which must be made precedent to granting a tentative map. The findings are as follows:

- 24 1. That the proposed tentative tract map is consistent with the General Plan of the City
25 of Rialto and the Multi-Family Residential (R-3) zone, as applicable; and

26 *This finding is supported by the following facts:*

27 GPA No. 2019-0004, prepared in conjunction with the Project, will change the land use
28 designation of the Site to Residential 12. ZC No. 2019-0003, prepared in conjunction with

1 the Project, will change the zoning designation of the Site to R-3. The allowable density range
2 within the Residential 12 land use designation is 6.1 to 12.0 dwelling units per acre. The R-3
3 zone allows for a density up to 21.0 dwelling units per acre. The proposed density of the Site,
as a result of the Project, is 7.94 dwelling units per acre, which is consistent with the
Residential 12 land use designation and the R-3 zoning designation.

4 Furthermore, the R-3 zone requires a minimum gross site area of 1.0 acres. The area of the
5 Site is 2.92 gross acres (2.77 net acres), which exceeds the minimum required. No minimum
6 individual lot sizes are specified within the development standards of the R-3 zone. As it
7 pertains to the tentative tract map, the proposed subdivision of the Site is consistent with the
R-3 zone and the Residential 12 land use designation.

- 8 2. That the design and improvements of the proposed tentative tract map are consistent
9 with the Subdivision Ordinance, the General Plan of the City of Rialto, and the Multi-
Family Residential (R-3) zone; and

10 *This finding is supported by the following facts:*

11 The Project will comply with all of the technical standards required by Subdivision Map Act.
12 Additionally, the Project is consistent with the proposed R-3 zone and the proposed and
13 existing Residential 12 land use designation, as all of the development standards for the R-3
14 zone and the density requirements of the Residential 12 land use designation are satisfied
within the Project.

15 An existing portion of Cedar Avenue will provide the primary access to the Project. A new
16 distinctive entryway, featuring decorative paving will be located in the center of the Cedar
17 Avenue street frontage. Access within the Project will be provided by a new private street
system throughout the inside of the project site.

- 18 3. That the site is physically suitable for the type of proposed development; and

19 *This finding is supported by the following facts:*

20 The Site is a relatively flat, square-shaped, expansive in size, and development of the land
21 should be easily accommodated. The applicant will be required to submit a
22 geotechnical/soils report to the Public Works Department for review and approval prior to
23 issuance of any building permits.

- 24 4. That the site is physically suitable for the proposed density of the development; and

25 *This finding is supported by the following facts:*

26 The Site is 2.77 net acres in size. Upon the completion of GPA No. 2019-0004 and ZC No.
27 2019-0003 the maximum density allowed on the Site will be 12.0 dwelling units per acre.
28 The acreage of the Site is suitable to accommodate the proposed density of 7.94 dwelling units
per acre.

- 1 5. That the design of the land division is not likely to cause substantial environmental
2 damage or substantially injure fish, wildlife, or their habitat; and

3 *This finding is supported by the following facts:*

4 The Site is undeveloped and covered by natural grasses. The Initial Study (Environmental
5 Assessment Review No. 2019-0033) prepared for the project identified that the Site did not
6 have suitable habitat for any threatened or endangered species.

- 7 6. That the design of the land division is not likely to cause serious public health
8 problems; and

9 *This finding is supported by the following facts:*

10 The Site is bound on the west by Cedar Avenue. To the north and east of the project site
11 is a single-family residential subdivision built in 1987. To the south is another single-
12 family residential subdivision built in 1987, and to west, across Cedar Avenue, is a single-
13 family residential subdivision built in 1985. The current zoning of the project site is Single-
14 Family Residential (R-1C). The zoning of the properties to the north, east, and south is
15 also Single-Family Residential (R-1C), and the properties to west are within the jurisdiction
16 of the County of San Bernardino. The proposed detached single-family development
17 pertaining to the land division is consistent with all nearby land uses. Construction impacts
18 will be limited through the strict enforcement of the allowable construction hours listed in
19 Section 9.50.070 of the Rialto Municipal Code, as well as enforcement of regular watering
20 of the Site to limit airborne dust and other particulate matter. Operationally, generally
21 speaking, detached single-family dwellings have little to no impact on the environment and
22 on surrounding properties, specifically with respect to air quality, noise, and traffic. The
23 Project is not likely to cause any public health problems.

- 24 7. That the design of the land division or proposed improvements will not conflict with
25 easements, acquired by the public at large, for access through or use of, property
26 within the proposed land division.

27 *This finding is supported by the following facts:*

28 Two (2) easements exist on or in relation to the Site. The first is in relation to land dedicated
to the City of Rialto for roads. This easement will remain unaffected by the Project. The
second easement is in relation to water pipelines and ingress and egress, and dates back to
May 31, 1906. The location of the second easement cannot be determined from the record
information.

SECTION 3. An Initial Study (Environmental Assessment Review No. 2019-0033) has been
prepared for GPA No. 2019-0004 in accordance with the California Environmental Quality Act

1 (CEQA). Based on the findings within the Initial Study, staff determined that the project will not
2 have an adverse impact on the environment and a Mitigated Negative Declaration was prepared. The
3 local newspaper published a copy of the Notice of Intent to adopt the Mitigated Negative Declaration
4 for the project, and the City mailed the notice to all property owners within 300 feet of the project site
5 for a public comment period held from September 16, 2020 to October 15, 2020. The Planning
6 Commission hereby recommends that the City Council adopt the Mitigated Negative Declaration and
7 direct the Planning Division to file the necessary documentation with the Clerk of the Board of
8 Supervisors for San Bernardino County.

9 SECTION 4. The Planning Commission hereby recommends that the City Council approve
10 TTM No. 20294, in conjunction with GPA No. 2019-0004 and ZC No. 2019-0003, to allow the
11 subdivision of 2.92 gross acres (2.77 net acres) of land (APNs: 0250-091-25 & -26) located on the
12 east side of Cedar Avenue approximately 630 feet north of San Bernardino Avenue, described in the
13 legal description attached as Exhibit A, into twenty-two (22) single-family lots and two (2) common
14 lots for private streets, common open space, landscaping, and stormwater retention, in accordance
15 with the application on file with the Planning Division, subject to the following conditions:
16

- 17 1. TTM No. 20294 is approved allowing the subdivision of 2.92 gross acres (2.77 net acres)
18 of land (APNs: 0250-091-25 & -26) located on the east side of Cedar Avenue
19 approximately 630 feet north of San Bernardino Avenue, described in the legal description
20 attached as Exhibit A, into twenty-two (22) single-family residential lots and two (2)
21 common lots for private streets, common open space, landscaping, and stormwater
22 retention, as shown on the tentative map submitted to the Planning Division on June 23,
23 2020, and as approved by the Planning Commission and City Council. If the Conditions
24 of Approval specified herein are not satisfied or otherwise completed, the Project shall be
25 subject to revocation.
- 26 2. City inspectors shall have access to the Site to reasonably inspect the Site during normal
27 working hours to assure compliance with these conditions and other codes.
- 28 3. The applicant shall indemnify, protect, defend, and hold harmless, the City of Rialto,
and/or any of its officials, officers, employees, agents, departments, agencies, and
instrumentalities thereof (collectively, the "City Parties"), from any and all claims,
demands, law suits, writs of mandamus, and other actions and proceedings (whether
legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative
dispute resolutions procedures (including, but not limited to arbitrations, mediations,

1 and other such procedures), (collectively "Actions"), brought against the City, and/or
2 any of its officials, officers, employees, agents, departments, agencies, and
3 instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or
4 annul, the any action of, or any permit or approval issued by, the City and/or any of its
5 officials, officers, employees, agents, departments, agencies, and instrumentalities
6 thereof (including actions approved by the voters of the City), for or concerning the
7 Project (collectively, the "Entitlements"), whether such Actions are brought under the
8 California Environmental Quality Act, the Planning and Zoning Law, the Subdivision
9 Map Act, Code of Civil Procedure Chapter 1085 or 1094.5, the California Public
10 Records Act, or any other state, federal, or local statute, law, ordinance, rule, regulation,
11 or any decision of a court of competent jurisdiction. This condition to indemnify,
12 protect, defend, and hold the City harmless shall include, but not limited to (i) damages,
13 fees and/or costs awarded against the City, if any, and (ii) cost of suit, attorneys' fees
14 and other costs, liabilities and expenses incurred in connection with such proceeding
15 whether incurred by applicant, Property owner, or the City and/or other parties
16 initiating or bringing such proceeding (collectively, subparts (i) and (ii) are the
17 "Damages"). Notwithstanding anything to the contrary contained herein, the Applicant
18 shall not be liable to the City Parties under this indemnity to the extent the Damages
19 incurred by any of the City Parties in such Action(s) are a result of the City Parties'
20 fraud, intentional misconduct or gross negligence in connection with issuing the
21 Entitlements. The applicant shall execute an agreement to indemnify, protect, defend,
22 and hold the City harmless as stated herein within five (5) days of approval of TTM
23 No. 20294.

- 24 4. In accordance with the provisions of Government Code Section 66020(d)(1), the
25 imposition of fees, dedications, reservations, or exactions for this Project, if any, are
26 subject to protest by the applicant at the time of approval or conditional approval of the
27 Project or within 90 days after the date of the imposition of the fees, dedications,
28 reservations, or exactions imposed on the Project.
- 29 5. Approval of Tentative Tract Map No. 20294 will not be valid until such time that the City
30 Council of the City of Rialto has approved General Plan Amendment No. 2019-0004 and
31 Zone Change No. 2019-0003, which were prepared in conjunction with the Project.
- 32 6. The applicant shall annex the Site into Community Facilities District No. 2016-1 to offset
33 operational costs to the City's General Fund associated with GPA No. 2019-0004, prior
34 to the issuance of any building permits.
- 35 7. The applicant shall complete and abide by all mitigation measures contained within the
36 Mitigation Monitoring and Reporting Program associated with Environmental
37 Assessment Review No. 2019-0033 prior to issuance of any Certificate of Occupancy.
- 38 8. The applicant shall secure the services of a tribal cultural monitor to be present during all
39 ground disturbance activities associated with the construction of this project. The tribal
40 cultural monitor shall be approved by the Gabrieleño Band of Mission Indians-Kizh
41 Nation, and documentation of coordination between the applicant and the Gabrieleño

Band of Mission Indians-Kizh Nation on this matter shall be provided to the Planning Division prior to the issuance of a grading permit.

9. The applicant shall submit Covenants, Conditions and Restrictions (CC&R's) for a Home Owners Association (H.O.A.) to the Planning Division for review and approval by the City Attorney, at applicant's cost, prior to recordation of the Final Map.
10. The applicant shall include language within the CC&R's that prohibits property owners and/or residents from converting their garage or using it for any purpose other than the parking of vehicles.
11. The applicant shall construct a minimum six (6) foot high solid decorative masonry block wall around the perimeter of the project, or as approved by the Planning Division, prior to the issuance of any certificate of occupancy. Decorative masonry block means tan slumpstone block, tan split-face block, or precision block with a stucco, plaster, or cultured stone finish. All decorative masonry block walls shall include a decorative cap. Pilasters shall be incorporated within the all block walls. The pilasters shall be spaced a maximum of fifty (50) feet and shall be placed at all corners and ends of the wall. All pilasters shall protrude a minimum of six (6) inches above and at least six (6) inches to the side of the wall. All pilasters shall include a decorative cap.
12. The applicant shall provide an upward slope leading from fifty (50) feet from the centerline of Cedar Avenue to the rear lot lines of Lots 1, 2, 3, 20, 21, and 22. The top of the slope shall be level with the pad elevations of the adjacent lots. The slope shall also transition to the south side of Lot 1 and the north side of Lot 22, to the extent feasible. Additionally, the slope shall transition back to the existing grade levels to the north and south of the project site to ensure that the slope does not comprise the height of any existing walls and fences. The slope shall be incorporated into the Precise Grading Plan prior to the issuance a grading permit.
13. The private streets within the development shall be named as shown on the tentative map, and as follows:
 - a. The east-west street shall be named "W. Granada Street".
 - b. The westerly north-south street shall be named "S. Quince Avenue".
 - c. The easterly north-south street shall be named "S. Carob Street".
14. The applicant shall pay all applicable development impact fees in accordance with the current City of Rialto fee ordinance, including any Transportation and Traffic Fair Share Contribution fees, as applicable.
15. At the discretion of the City Engineer, the applicant shall apply for annexation of the underlying property into City of Rialto Landscape and Lighting Maintenance District No. 2 ("LLMD 2"), or enter into a landscape maintenance agreement to be recorded on the property. An application fee of \$5,000 shall be paid at the time of application. Annexation into LLMD 2 is a condition of acceptance of any new median, parkway, and/or easement

landscaping, or any new public street lighting improvements, to be maintained by the City of Rialto.

16. The applicant shall submit off-site landscaping and irrigation system improvement plans for review and approval at the time of first (1st) public improvement plan submittal to the Public Works Department. The parkway irrigation system shall be separately metered from the on-site private irrigation to be maintained for a period of one (1) year and annexed into a Special District. The off-site landscape and irrigation plans must show separate electrical and water meters to be annexed into the Landscape and Lighting Maintenance District No. 2 via a City Council Public Hearing. The landscape and irrigation plans shall be approved concurrently with the street improvement plans, including the median portion, prior to issuance of a building permit. The landscaping architect must contact the City of Rialto Landscape Contract Specialist at (909) 772-2635 to ensure all landscape and irrigation guidelines are met prior to plan approval. Electrical and water irrigation meter pedestals must not be designed to be installed at or near street intersections or within a raised median to avoid burdensome traffic control set-up during ongoing maintenance.
17. If the property is accepted into the LLMD, the applicant shall guarantee all new parkway landscaping irrigation for a period of one (1) year from the date of the City Engineer acceptance. Any landscaping that fails during the one year landscape maintenance period shall be replaced with similar plant material to the satisfaction of the City Engineer, and shall be subject to a subsequent one year landscape maintenance period. The applicant must contact the City of Rialto Landscape Contract Specialist at (909) 772-2635 to confirm a full twelve (12) months' time of non-interrupted ongoing maintenance.
18. The applicant shall install City Engineer approved deep root barriers, in accordance with the Public Works Landscape and Irrigation Guidelines, for all trees installed within ten (10) feet of the public sidewalk and/or curb.
19. All new street lights shall be installed on an independently metered, City-owned underground electrical system. The developer shall be responsible for applying with Southern California Edison ("SCE") for all appropriate service points and electrical meters. New meter pedestals shall be installed, and electrical service paid by the developer, until such time as the underlying property is annexed into LLMD 2.
20. The applicant shall submit street improvement plans by a registered California civil engineer to the Public Works Engineering Division for review. The plans shall be approved by the City Engineer prior to the approval of Tract Map No. 20294.
21. The applicant shall submit street light improvement plans by a registered California civil engineer to the Public Works Engineering Division for review. The plans shall be approved by the City Engineer prior to the approval of Tract Map No. 20294.

- 1 22. The applicant shall submit sewer improvement plans by a registered California civil
2 engineer to the Public Works Engineering Division for review. The plans shall be
3 approved by the City Engineer prior to the approval of Tract Map No. 20294.
- 4 23. The applicant shall submit traffic and signage improvement plans by a registered
5 California civil engineer to the Public Works Engineering Division for review. The plans
6 shall be approved by the City Engineer prior to the approval of Tract Map No. 20294.
- 7 24. The applicant shall submit copies of approved water improvement plans prepared by a
8 registered California civil engineer to the Public Works Engineering Division for record
9 purposes. The plans shall be approved by Rialto Water Services, the City's water
10 purveyor, prior to the approval of Tract Map No. 20294.
- 11 25. The applicant shall submit a Precise Grading/Paving Plan prepared by a California
12 registered civil engineer to the Public Works Engineering Division for review and
13 approval. The Grading Plan shall be approved by the City Engineer prior to approval of
14 Tract Map No. 20294 and prior to the issuance of any building permit.
- 15 26. The applicant shall submit a Geotechnical/Soils Report, prepared by a California
16 registered Geotechnical Engineer, for and incorporated as an integral part of the grading
17 plan for the proposed development. A copy of the Geotechnical/Soils Report shall be
18 submitted to the Public Works Engineering Division with the first submittal of the Precise
19 Grading Plan.
- 20 27. The public and street improvements outlined in these conditions of approval are intended
21 to convey to the developer an accurate scope of required improvements, however, the City
22 Engineer reserves the right to require reasonable additional improvements as may be
23 determined in the course of the review and approval of street improvement plans required
24 by these conditions.
- 25 28. The applicant shall construct asphalt concrete paving for streets in two separate lifts. The
26 final lift of asphalt concrete pavement shall be postponed until such time that on-site
27 construction activities are complete. Unless the City Engineer provide prior authorization,
28 paving of streets in one lift prior to completion of on-site construction is not allowed. If
City Engineer authorized, completion of asphalt concrete paving for streets prior to
completion of on-site construction activities, requires additional paving requirements
prior to acceptance of the street improvements, including, but not limited to: removal and
replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs.
- 29 29. The applicant shall repair all street cuts for utilities in accordance with City Standard SC-
231 within 72 hours of completion of the utility work; and any interim trench repairs shall
consist of compacted backfill to the bottom of the pavement structural section followed
by placement of standard base course material in accordance with the Standard
Specifications for Public Work Construction ("Greenbook"). The base course material
shall be placed the full height of the structural section to be flush with the existing

pavement surface and provide a smooth pavement surface until permanent cap paving occurs using an acceptable surface course material.

30. The applicant shall backfill and/or repair any and all utility trenches or other excavations within existing asphalt concrete pavement of off-site streets resulting from the proposed development, in accordance with City of Rialto Standard Drawings. The applicant shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets including pavement repairs in addition to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. West Valley Water District, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets resulting from the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than what existed prior to construction of the proposed development.
31. The applicant shall replace all damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and streetlights, associated with the proposed development prior to the issuance of a Certificate of Occupancy.
32. The applicant shall provide construction signage, lighting and barricading during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the 2014 California Manual on Uniform Traffic Control Devices, or subsequent editions in force at the time of construction.
33. Upon approval of any improvement plan by the City Engineer, the applicant shall provide the improvement plan to the City in digital format, consisting of a DWG (AutoCAD drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.
34. The applicant shall construct 4-inch conduit within the parkway area along the entire project frontage of Cedar Avenue for future use.
35. The applicant shall dedicate additional right-of-way along the entire frontage of Cedar Avenue, as necessary, to provide the ultimate half-width of 60 feet, as required by the City Engineer.
36. The applicant shall dedicate a property line corner cutback at the northeast and southeast corners of the intersection of Cedar Avenue and Granada Street, in accordance with City Standard SC-235, as required by the City Engineer.

- 1 37. The applicant shall construct a curb ramp meeting current California State Accessibility
2 standards at both the northeast and southeast corners of the intersection of Cedar Avenue
3 and Granada Street, in accordance with the City of Rialto Standard Drawings.
- 4 38. The applicant shall construct a new underground electrical system for public street
5 lighting improvements along the project frontage of Cedar Avenue, as determined
6 necessary by the City Engineer. New marbelite street light poles with LED light fixtures
7 shall be installed in accordance with City of Rialto Standard Drawings.
- 8 39. At the discretion of the City Engineer, the applicant shall remove existing pavement and
9 construct new pavement with a minimum pavement section of 4 inches asphalt concrete
10 pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at
11 95% relative compaction, or equal, along the entire frontage of Cedar Avenue in
12 accordance with City of Rialto Standard Drawings. The pavement section shall be
13 determined using a Traffic Index ("TI") of 6. The pavement section shall be designed by
14 a California registered Geotechnical Engineer using "R" values from the project site and
15 submitted to the City Engineer for approval. Pavement shall extend from clean sawcut
16 edge of pavement at centerline.
- 17 40. The applicant shall install "No Stopping Anytime" R26A(S)(CA) signage along the entire
18 project frontage of Cedar Avenue, as required by the City Engineer.
- 19 41. All broken or off-grade street and sidewalk improvements along the project frontage of
20 Cedar Avenue shall be repaired or replaced, as required by the City Engineer.
- 21 42. The minimum pavement section for all on-site pavements shall be two (2) inches asphalt
22 concrete pavement over four (4) inches crushed aggregate base with a minimum subgrade
23 of twenty-four (24) inches at 95% relative compaction, or equal. If an alternative
24 pavement section is proposed,, the proposed pavement section shall be designed by a
25 California registered Geotechnical Engineer using "R" values from the project site and
26 submitted to the City Engineer for approval.
- 27 43. The applicant shall connect the project to the City of Rialto sewer system and apply for a
28 sewer connection account with Rialto Water Services.
44. Domestic water service to the underlying property is provided by West Valley Water
District (WVWD). The applicant shall be responsible for coordinating with WVWD and
complying with all requirements for establishing domestic water service to the property.
The design must include fire hydrants along Cedar Avenue.
45. The applicant shall install a new domestic water line lateral connection to the main water
line within Cedar Avenue, pursuant to the West Valley Water District requirements. A
water line plan shall be approved by West Valley Water District prior to approval of Tract
Map No. 20294.

- 1 46. The applicant shall provide certification from both West Valley Water District and Rialto
2 Water Services that demonstrates that all water and/or wastewater service accounts for the
3 project are documented, prior to the issuance of a Certificate of Occupancy or final
4 inspection approval from the Public Works Engineering Division.
- 5 47. The development of the site is subject to the requirements of the National Pollution
6 Discharge Elimination System (NPDES) Permit for the City of Rialto, under the Santa
7 Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant to
8 the NPDES Permit, the applicant shall ensure development of the site incorporates post-
9 construction Best Management Practices ("BMPs") in accordance with the Model Water
10 Quality Management Plan ("WQMP") approved for use for the Santa Ana River
11 Watershed. The applicant is advised that applicable Site Design BMPs will be required to
12 be incorporated into the final site design, pursuant to a site specific WQMP submitted to
13 the City Engineer for review and approval.
- 14 48. The applicant shall submit a Water Quality Management Plan identifying site-specific
15 Best Management Practices ("BMPs") in accordance with the Model Water Quality
16 Management Plan ("WQMP") approved for use for the Santa Ana River Watershed. The
17 site specific WQMP shall be submitted to the City Engineer for review and approval with
18 the Grading Plan. A WQMP Maintenance Agreement shall be required, obligating the
19 property owner(s) to appropriate operation and maintenance obligations of on-site BMPs
20 constructed pursuant to the approved WQMP. The WQMP and Maintenance Agreement
21 shall be approved prior to the issuance of any building permit and shall be recorded at the
22 San Bernardino County Recorder's Office prior to the issuance of a Certificate of
23 Occupancy.
- 24 49. The applicant shall prepare a Notice of Intent (NOI) to comply with the California General
25 Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified
26 September 2, 2009) is required via the California Regional Water Quality Control Board
27 online SMARTS system. A copy of the executed letter issuing a Waste Discharge
28 Identification (WDID) number shall be provided to the City Engineer prior to issuance of
a grading or building permit. The applicant's contractor shall prepare and maintain a
Storm Water Pollution Prevention Plan ("SWPPP") as required by the General
Construction Permit. All appropriate measures to prevent erosion and water pollution
during construction shall be implemented as required by the SWPPP.
50. All stormwater runoff passing through the site shall be accepted and conveyed across the
property in a manner acceptable to the City Engineer. For all stormwater runoff falling
on the site, on-site retention or other facilities approved by the City Engineer shall be
required to contain the increased stormwater runoff generated by the development of the
property. Provide a hydrology study to determine the volume of increased stormwater
runoff due to development of the site, and to determine required stormwater runoff
mitigation measures for the proposed development. Final retention basin sizing and other
stormwater runoff mitigation measures shall be determined upon review and approval of
the hydrology study by the City Engineer and may require redesign or changes to site
configuration or layout consistent with the findings of the final hydrology study. The

1 volume of increased stormwater runoff to retain on-site shall be determined by comparing
2 the existing "pre-developed" condition and proposed "developed" condition, using the
3 100-year frequency storm.

4 51. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to the
5 adjacent public streets. Provisions for the interception of nuisance water from entering
6 adjacent public streets from the project site shall be provided through the use of a minor
7 storm drain system that collects and conveys nuisance water to landscape or parkway
8 areas, and in only a stormwater runoff condition, pass runoff directly to the streets through
9 parkway or under sidewalk drains. All on-site and off-site designs must comply with
10 NPDES stormwater regulations.

11 52. The applicant shall provide pad elevation certifications for all building pads in
12 conformance with the approved Precise Grading/Paving Plan to the Engineering Division
13 prior to the construction of any building foundation.

14 53. Prior to the issuance of a certificate of occupancy or final City approvals, the applicant
15 shall demonstrate that all structural BMP's have been constructed and installed in
16 conformance with approved plans and specifications, and as identified in the approved
17 WQMP.

18 54. The applicant shall adhere to the City Council approved franchise agreements and disposal
19 requirements during all construction activities, in accordance with Section 8.08 (Refuse
20 Collection of the City of Rialto Municipal Code).

21 55. Prior to commencing with any grading, the applicant shall implement the required erosion
22 and dust control measures shall be in place. In addition, the following shall be included if
23 not already identified:

- 24 a. 6 foot high tan colored perimeter screened fencing
- 25 b. Contractor information signage including contact information along the street
26 frontage of Cedar Avenue.
- 27 c. Post dust control signage with the following verbiage: "Project Name, WDID No.,
28 IF YOU SEE DUST COMING FROM THIS PROJECT CALL: NAME (XXX)
XXX-XXX, If you do not receive a response, please call the AQMD at 1-800-
CUT-SMOG/1-800-228-7664"

56. The applicant shall remove any graffiti within 24 hours, before, during, and post
construction.

57. The original improvement plans prepared for the proposed development and approved by
the City Engineer (if required) shall be documented with record drawing "as-built"
information and returned to the Engineering Division prior to issuance of a final certificate
of occupancy. Any modifications or changes to approved improvement plans shall be
submitted to the City Engineer for approval prior to construction.

1 58. The applicant shall submit a final tract map (Tract Map No. 20294), prepared by a
2 California registered Land Surveyor or qualified Civil Engineer, to the Public Works
3 Engineering Division for review and approval. A Title Report prepared for subdivision
4 guarantee for the subject property, the traverse closures for the existing parcel and all lots
5 created therefrom, and copies of record documents shall be submitted with Tract Map No.
6 20294 to the Public Works Engineering Division as part of the review of the Map. Tract
7 Map No. 20294 shall be approved by the City Council prior to issuance of any building
8 permits.

9 59. In accordance with Government Code 66462, all required public improvements shall be
10 completed prior to the approval of a final map (Tract Map No. 20294). Alternatively, the
11 applicant may enter into a Subdivision Improvement Agreement to secure the cost of all
12 required public improvements at the time of requesting the City Engineer's approval of
13 Tract Map No. 20294. If a Subdivision Improvement Agreement is requested by the
14 applicant, a fee of \$2,000 shall be paid for preparation and processing of the Subdivision
15 Improvement Agreement. The applicant will be required to secure the Subdivision
16 Improvement Agreement pursuant to Government Code 66499 in amounts determined by
17 the City Engineer.

18 60. The applicant shall comply with all other applicable State and local ordinances.

19 61. The applicant shall comply with all conditions of approval contained in GPA No. 2019-
20 0004, ZC No. 2019-0003, and PPD No. 2020-0005 to the extent they are not in conflict
21 with any condition of approval herein.

22 62. Pursuant to Section 17.16.050A of the Rialto Municipal Code, approval of TTM No.
23 20294 is granted for a period of twenty-four (24) months from the effective date of this
24 resolution. Pursuant to Section 17.16.050C of the Rialto Municipal Code, an extension
25 of time for TTM No. 20294 may be granted by the Planning Commission for a period
26 or periods not to exceed a total of thirty-six (36) months. The period or periods of
27 extension shall be in addition to the original twenty-four (24) months. An application
28 shall be filed with the Planning Division for each extension together with the required
fee prior to the expiration date of TTM No. 20294.

29 SECTION 5. The Chairman of the Planning Commission shall sign the passage and
30 adoption of this resolution and thereupon the same shall take effect and be in force.

31 PASSED, APPROVED AND ADOPTED this 9th day of December, 2020.

32 

33 JOHN PEUKERT, CHAIR
34 CITY OF RIALTO PLANNING COMMISSION

35 STATE OF CALIFORNIA

36)

1 STATE OF CALIFORNIA)
2 COUNTY OF SAN BERNARDINO) ss
3 CITY OF RIALTO)
4

5 I, Adrianna Martinez, Administrative Assistant of the City of Rialto, do hereby certify that
6 the foregoing Resolution No. **2020-43** was duly passed and adopted at a regular meeting of the
7 Planning Commission of the City of Rialto held on the 9th day of December 2020.

8 Upon motion of Commissioner Al Twine, second by Commissioner Dale Estvander the
9 foregoing Resolution No. **2020-43** was duly passed and adopted.
10

11 Vote on the motion:

12 AYES: 6

13 NOES: 0

14 ABSENT: 1

15 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
16 Rialto this 9th day of December 2020.

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Adrianna Martinez, Administrative Assistant

RESOLUTION NO. 2020-44

A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF RIALTO, CALIFORNIA RECOMMENDING THAT THE CITY COUNCIL APPROVE PRECISE PLAN OF DESIGN NO. 2020-0005 ALLOWING THE DEVELOPMENT OF A PRIVATE RESIDENTIAL NEIGHBORHOOD COMPRISED OF TWENTY-TWO (22) DETACHED SINGLE-FAMILY DWELLING UNITS WITH CORRESPONDING FENCING/WALLS, PAVING, DRAINAGE, LIGHTING, AMENITIES, AND LANDSCAPING ON APPROXIMATELY 2.92 GROSS ACRES (2.77 NET ACRES) OF LAND (APNS: 0250-091-25 & -26) LOCATED ON THE EAST SIDE OF CEDAR AVENUE APPROXIMATELY 630 FEET NORTH OF SAN BERNARDINO AVENUE.

WHEREAS, the applicant, MV AMCV, LLC, proposes to develop a private residential neighborhood comprised of twenty-two (22) detached single-family dwelling units with corresponding fencing/walls, paving, drainage, lighting, amenities, and landscaping ("Project") on approximately 2.92 gross acres (2.77 net acres) of land (APNs: 0250-091-25 & -26) located on the east side of Cedar Avenue approximately 630 feet north of San Bernardino Avenue ("Site"); and

WHEREAS, Pursuant to Section 18.65.010 of the Rialto Municipal Code, the Project requires a Precise Plan of Design, and the applicant has agreed to apply for Precise Plan of Design No. 2020-0005 ("PPD No. 2020-0005"); and

WHEREAS, in conjunction herewith, the applicant has also submitted General Plan Amendment No. 2019-0004 to change the zoning designation of the Site, as described in the legal description attached as Exhibit A, from Residential 6 to Residential 12 ("GPA No. 2019-0004"); and

WHEREAS, in conjunction herewith, the applicant has also submitted General Plan Amendment No. 2019-0004 to change the zoning designation of the Site, as described in the legal description attached as Exhibit A, from Residential 6 to Residential 12 ("GPA No. 2019-0004"); and

WHEREAS, in conjunction with the Project, the applicant has applied for Tentative Tract Map No. 2019-0002, also referred to as Tentative Tract Map No. 20294, ("TTM No. 20204"), to

1 subdivide the Site into twenty-two (22) single-family residential lots and two (2) common lots,
2 and the Project is necessary to facilitate TTM No. 20294; and

3 WHEREAS, on December 9, 2020, the Planning Commission of the City of Rialto
4 conducted a duly noticed public hearing, as required by law, on PPD No. 2020-0005, GPA No.
5 2019-0004, ZC No. 2019-0003, and TTM No. 20294, took testimony, at which time it received
6 input from staff, the city attorney, and the applicant; heard public testimony; discussed the
7 proposed PPD No. 2020-0005, GPA No. 2019-0004, ZC No. 2019-0003, and TTM No. 20294;
8 and closed the public hearing; and

9 WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred.

10 NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the City of Rialto
11 as follows:

12 SECTION 1. The Planning Commission hereby specifically finds that all of the facts set forth
13 in the recitals above of this Resolution are true and correct and incorporated herein.

14 SECTION 2. Based on substantial evidence presented to the Planning Commission during
15 the public hearing conducted with regard to PPD No. 2020-0004, including written staff reports,
16 verbal testimony, site plans, other documents, and the conditions of approval stated herein, the
17 Planning Commission hereby determines that PPD No. 2020-0004 satisfies the requirements of
18 Section 18.65.020E of the Rialto Municipal Code pertaining to the findings which must be made
19 precedent to granting a Precise Plan of Design. The findings are as follows:

- 20
21 1. The proposed development is in compliance with all city ordinances and regulations,
22 unless in accordance with an approved variance; and

23 *This finding is supported by the following facts:*

24 GPA No. 2019-0004, prepared in conjunction with the Project, will change the land use
25 designation of the Site to Residential 12. ZC No. 2019-0003, prepared in conjunction with
26 the Project, will change the zoning designation of the Site to R-3. The allowable density range
27 within the Residential 12 land use designation is 6.1 to 12.0 dwelling units per acre. The R-3
28 zone allows for a density up to 21.0 dwelling units per acre. The proposed density of the Site,
as a result of the Project, is 7.94 dwelling units per acre, which is consistent with the
Residential 12 land use designation and the R-3 zoning designation. In addition to density,
the Project meets all of the required development standards and design guidelines of the R-3
zone including, but not limited to, required building setbacks, building height, minimum

dwelling size, parking, landscaping, architectural enhancements, etc. Furthermore, the Project, as conditioned herein, will comply with all City ordinances and regulations.

2. The site is physically suitable for the proposed development, and the proposed development will be arranged, designed, constructed, and maintained so that it will not be unreasonably detrimental or injurious to property, improvements, or the health, safety or general welfare of the general public in the vicinity, or otherwise be inharmonious with the city's general plan and its objectives, zoning ordinances or any applicable specific plan and its objectives; and

This finding is supported by the following facts:

The Site is relatively flat, square-shaped, 2.92 gross acres (2.77 net acres) in size, and bound by one (1) public street. To the north and east of the project site is a single-family residential subdivision built in 1987. To the south is another single-family residential subdivision built in 1987, and to west, across Cedar Avenue, is a single-family residential subdivision built in 1985. The Project is consistent with the R-3 zone and the surrounding single-family residential land uses. Additionally, the Initial Study/Mitigated Negative Declaration (Environmental Assessment Review No. 2019-0033) prepared for the project determined that the project will not result in any significant impacts to persons residing or working in the area.

3. The proposed development will not unreasonably interfere with the use or enjoyment of neighboring property rights or endanger the peace, health, safety or welfare of the general public; and

This finding is supported by the following facts:

The Project's effects will be minimized through the implementation of the Conditions of Approval contained herein, such as extensive landscaping, perimeter walls, and enhanced architectural features. The project site is surrounded on all sides by detached single-family residential developments. The project entails the development of a private residential neighborhood comprised of twenty-two (22) detached single-family dwelling units with corresponding improvements on 2.77 net acres of land. The project is consistent with the R-3 zone and the surrounding single-family residential uses. The development of a private residential neighborhood comprised of twenty-two (22) detached single-family dwellings will not unreasonably interfere with the surrounding residential uses as the proposed development is of a similar character, and the proposed development will incorporate adequate building setbacks, landscaping, and perimeter walls that will all serve as buffers to reduce impacts to a level of insignificance.

4. The proposed development will not substantially interfere with the orderly or planned development of the City of Rialto.

This finding is supported by the following facts:

1 The Project is consistent with the proposed Residential 12 land use designation and the
2 proposed R-3 zoning designation, and is a logical addition to the existing detached single-
3 family residential developments surrounding the project site. The design of the Project will
4 ensure a continuation of the public improvements and aesthetics present in the surrounding
5 area. The City staff have reviewed the design of the Project to ensure compliance with all
6 health, safety, and design requirements to ensure the Project will enhance the infrastructure
7 and aesthetics of the local community.

8 SECTION 3. An Initial Study (Environmental Assessment Review No. 2019-0033) has been
9 prepared for GPA No. 2019-0004 in accordance with the California Environmental Quality Act
10 (CEQA). Based on the findings within the Initial Study, staff determined that the project will not
11 have an adverse impact on the environment and a Mitigated Negative Declaration was prepared. The
12 local newspaper published a copy of the Notice of Intent to adopt the Mitigated Negative Declaration
13 for the project, and the City mailed the notice to all property owners within 300 feet of the project site
14 for a public comment period held from September 16, 2020 to October 15, 2020. The Planning
15 Commission hereby recommends that the City Council adopt the Mitigated Negative Declaration and
16 direct the Planning Division to file the necessary documentation with the Clerk of the Board of
17 Supervisors for San Bernardino County.

18 SECTION 4. The Planning Commission hereby recommends that the City Council approve
19 PPD No. 2020-0005, in conjunction with GPA No. 2019-0004, ZC No. 2019-0003, and TTM No.
20 20294, to allow the development of a private residential neighborhood comprised of twenty-two (22)
21 detached single-family dwelling units with corresponding improvements on 2.92 gross acres (2.77
22 net acres) of land (APNs: 0250-091-25 & -26) located on the east side of Cedar Avenue approximately
23 630 feet north of San Bernardino Avenue, described in the legal description attached as Exhibit A, in
24 accordance with the plans and application on file with the Planning Division, subject to the following
25 Conditions of Approval:

- 26 1. The applicant is granted PPD No. 2020-0005 allowing the development of a private
27 residential neighborhood comprised of twenty-two (22) detached single-family
28 dwelling units with corresponding improvements on 2.92 gross acres (2.77 net acres) of
land (APNs: 0250-091-25 & -26) located on east side of Cedar Avenue approximately

630 feet north of San Bernardino Avenue, subject to the Conditions of Approval contained herein.

2. The approval of PPD No. 2020-0005 is granted for a one (1) year period from the date of approval. Approval of PPD No. 2020-0005 will not become effective until the applicant has signed a Statement of Acceptance acknowledging awareness and acceptance of the required Conditions of Approval contained herein. Any request for an extension shall be reviewed by the Community Development Director and shall be based on the progress that has taken place toward the development of the project.
3. The development associated with PPD No. 2020-0005 shall conform to the site plan, floor plans, exterior elevations, conceptual grading plan, and preliminary landscape plan received by the Planning Division on June 23, 2020, except as may be required to be modified based on the Conditions of Approval contained herein.
4. The development associated with PPD No. 2020-0005 shall comply with all Conditions of Approval contained within GPA No. 2019-0004, ZC No. 2019-0003, and TTM No. 20294.
5. The development associated with PPD No. 2020-0005 shall comply with all applicable sections of the Rialto Municipal Code, and all other applicable State and local laws and ordinances.
6. City inspectors shall have access to the site to reasonably inspect the site during normal working hours to assure compliance with these conditions and other codes.
7. The applicant shall indemnify, protect, defend, and hold harmless, the City of Rialto, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (collectively, the "City Parties"), from any and all claims, demands, law suits, writs of mandamus, and other actions and proceedings (whether legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative dispute resolutions procedures (including, but not limited to arbitrations, mediations, and other such procedures), (collectively "Actions"), brought against the City, and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or annul, the any action of, or any permit or approval issued by, the City and/or any of its officials, officers, employees, agents, departments, agencies, and instrumentalities thereof (including actions approved by the voters of the City), for or concerning the Project (collectively, the "Entitlements"), whether such Actions are brought under the California Environmental Quality Act, the Planning and Zoning Law, the Subdivision Map Act, Code of Civil Procedure Chapter 1085 or 1094.5, the California Public Records Act, or any other state, federal, or local statute, law, ordinance, rule, regulation, or any decision of a court of competent jurisdiction. This condition to indemnify, protect, defend, and hold the City harmless shall include, but not limited to (i) damages, fees and/or costs awarded against the City, if any, and (ii) cost of suit, attorneys' fees and other costs, liabilities and expenses incurred in

1 connection with such proceeding whether incurred by applicant, Property owner, or
2 the City and/or other parties initiating or bringing such proceeding (collectively,
3 subparts (i) and (ii) are the "Damages"). Notwithstanding anything to the contrary
4 contained herein, the Applicant shall not be liable to the City Parties under this
5 indemnity to the extent the Damages incurred by any of the City Parties in such
6 Action(s) are a result of the City Parties' fraud, intentional misconduct or gross
negligence in connection with issuing the Entitlements. The applicant shall execute
an agreement to indemnify, protect, defend, and hold the City harmless as stated
herein within five (5) days of approval of PPD No. 2020-0005.

- 7 8. In accordance with the provisions of Government Code Section 66020(d)(1), the
8 imposition of fees, dedications, reservations, or exactions for this Project, if any, are
9 subject to protest by the applicant at the time of approval or conditional approval of
10 the Project or within 90 days after the date of the imposition of the fees, dedications,
11 reservations, or exactions imposed on the Project.
- 12 9. Approval of PPD No. 2020-0005 will not be valid until such time that the City Council
13 of the City of Rialto has approved GPA No. 2019-0004, ZC No. 2019-0003, and TTM
14 No. 20294, which were prepared in conjunction with the Project.
- 15 10. The applicant shall annex the Site into Community Facilities District No. 2016-1 to
16 offset operational costs to the City's General Fund associated with PPD No. 2020-0005,
17 prior to the issuance of any building permits.
- 18 11. The applicant shall complete and abide by all mitigation measures contained within the
19 Mitigation Monitoring and Reporting Program associated with Environmental
20 Assessment Review No. 2019-0033 prior to issuance of any Certificate of Occupancy.
- 21 12. The applicant shall secure the services of a tribal cultural monitor to be present during
22 all ground disturbance activities associated with the construction of this project. The
23 tribal cultural monitor shall be approved by the Gabrieleño Band of Mission Indians-
24 Kizh Nation, and documentation of coordination between the applicant and the
25 Gabrieleño Band of Mission Indians-Kizh Nation on this matter shall be provided to the
26 Planning Division prior to the issuance of a grading permit.
- 27 13. The applicant shall submit Covenants, Conditions and Restrictions (CC&R's) for a
28 Home Owners Association (H.O.A.) to the Planning Division for review and approval
by the City Attorney, at applicant's cost, prior to recordation of the Final Map.
14. The applicant shall include language within the CC&R's that prohibits property owners
and/or residents from converting their garage or using it for any purpose other than the
parking of vehicles.
15. The applicant shall provide one (1) model home for each plan type, and each model
home shall be identified on the site plan within the formal building plan check submittal
set prior to the issuance of any building permit.

16. The applicant shall provide an upward slope leading from fifty (50) feet from the centerline of Cedar Avenue to the rear lot lines of Lots 1, 2, 3, 20, 21, and 22. The top of the slope shall be level with the pad elevations of the adjacent lots. The slope shall also transition to the south side of Lot 1 and the north side of Lot 22, to the extent feasible. Additionally, the slope shall transition back to the existing grade levels to the north and south of the project site to ensure that the slope does not comprise the height of any existing walls and fences. The slope shall be incorporated into the Precise Grading Plan prior to the issuance a grading permit.
17. The applicant shall install decorative lighting (carriage and/or recessed) adjacent to the front entry door and both sides of the garage door of each dwelling. The lighting shall be identified on the formal building plan check submittal prior to the issuance of building permits.
18. All on-site light standards, including the base, shall be a maximum of twenty (20) feet high, as measured from the finished surface. Lighting shall be shielded and/or directed toward the site so as not produce glare or "stray light" onto adjacent properties. All light standards shall be identified on the site plan and a note indicating the height restriction shall be included within the formal building plan check submittal prior to the issuance of building permits.
19. The applicant shall submit a formal Landscape Plan to the Planning Division prior to the issuance of building permits. The submittal shall include three (3) sets of planting and irrigation plans, a completed Landscape Plan Review application, and the applicable review fee.
20. The applicant shall plant one (1) tree every thirty (30) feet on-center within the public right-of-way parkway along Cedar Avenue. All trees within the public right-of-way parkway shall be a minimum of twenty-four (24) inch box in size, upon initial planting. Thereafter, the trees within the public right-of-way parking shall be permanently irrigated and maintained, as required by the Public Works Department. The street tree species along Cedar Avenue shall be the Platanus Acerifolia "London Plane" and/or the Robinia Idahoensis "Idaho Locust". The street trees shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.
21. The applicant shall plant one (1) tree within the front yard of each single-family lot. All trees within the front yard shall be a minimum of fifteen (15) gallons in size upon initial planting. The front yard trees shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.
22. The applicant shall plant shrubs that surround all ground mounted equipment and utility boxes, including transformers, fire-department connections, backflow devices, etc. for the purpose of providing screening of said equipment and utility boxes. All equipment and utility box screen shrubs shall be a minimum of five (5) gallons in size upon initial planting, and the shrubs shall be spaced no more than three (3) feet on-center.

1 Thereafter, the equipment and utility box screen shrubs shall be permanently irrigated
2 and maintained into a continuous box-shape with a height of no less than three and one-
3 half (3.5) feet above the finished grade. The shrubs shall be identified on the formal
Landscape Plan submittal prior to the issuance of a landscape permit.

- 4 23. The applicant shall plant a substantial amount of trees, shrubs, and groundcover
5 throughout all land on-site and off-site (adjacent to the project site) that is not covered
6 by structures, walkways, parking areas, and driveways. Trees shall be planted a
7 minimum of thirty (30) feet on-center, and all shrubs and groundcover shall be planted
8 an average of three (3) feet on-center or less. All trees shall be minimum of fifteen (15)
9 gallons in size upon initial planting, unless otherwise specified herein. At least fifty (50)
10 percent of the trees shall consist of evergreen broadleaf trees, while the remaining
11 percentage may consist of broadleaf deciduous trees and/or palm trees. All shrubs shall
12 be a minimum of one (1) gallon in size, unless otherwise specified herein. All planter
areas shall receive a minimum two (2) inch thick layer of brown bark, organic mulch,
and/or decorative rock upon initial planting. Pea gravel and decomposed granite are not
acceptable materials to use within planter areas. All planter areas on-site shall be
permanently irrigated and maintained. The planting and irrigation shall be identified on
the formal Landscape Plan submittal prior to the issuance of a landscape permit.
- 13 24. All planting and irrigation shall be installed on-site in accordance with the approved
14 landscape plans and permit prior to the issuance of a Certificate of Occupancy. The
15 installation of the planting and irrigation shall be certified in writing by the landscape
16 architect responsible for preparing the landscape plans prior to the issuance of a
Certificate of Occupancy.
- 17 25. Any tubular steel fencing and/or sliding gates shall be painted black prior to the issuance
18 of a Certificate of Occupancy, unless specified otherwise herein.
- 19 26. The applicant shall comply with all conditions of approval for PPD No. 2020-0004 to
20 the satisfaction of the City Engineer, prior to the issuance of a Certificate of Occupancy.
- 21 27. All improvements within the public right-of-way require a City of Rialto Encroachment
22 Permit.
- 23 28. The applicant shall apply and complete the Special District Annexation for the public
24 street lighting and the public landscape and irrigation, including applicable easement
25 areas, parkway areas, and raised medians along the property frontage, as determined by
26 the City Engineer, prior to the issuance of the Grading/On-site Construction Permit.
- 27 29. A City of Rialto Off-site Construction Permit is required for any improvements within
28 the public right-of-way. In an effort to expedite and facilitate improvements in the public
right-of-way, the applicant is responsible for submitting a multi-phase master plan
traffic control plan which includes all phases of construction in the public right-of-way
i.e. sewer, water, overhead, underground, etc. prior to the issuance of Off-Site
Construction Permit/Encroachment Permit. Note, in an effort to simplify the permitting

process, a single master Off-Site Construction Permit shall replace individual Encroachment Permits to be pulled by the applicant's contractor.

30. At the discretion of the City Engineer, the applicant shall apply for annexation of the underlying property into City of Rialto Landscape and Lighting Maintenance District No. 2 ("LLMD 2") or enter into a landscape maintenance agreement to be recorded on the property. An application fee of \$5,000 shall be paid at the time of application. Annexation into LLMD 2 is a condition of acceptance of any new median, parkway, and/or easement landscaping, or any new public street lighting improvements, to be maintained by the City of Rialto.
31. The applicant shall submit off-site landscaping and irrigation system improvement plans for review and approval at the time of first (1st) public improvement plan submittal to the Public Works Department. The parkway irrigation system shall be separately metered from the on-site private irrigation to be maintained for a period of one (1) year and annexed into a Special District. The off-site landscape and irrigation plans must show separate electrical and water meters to be annexed into the Landscape and Lighting Maintenance District No. 2 via a City Council Public Hearing, if required by the City Engineer. The landscape and irrigation plans shall be approved concurrently with the street improvement plans, including the median portion, prior to issuance of a building permit. The landscaping architect must contact the City of Rialto Landscape Contract Specialist at (909) 772-2635 to ensure all landscape and irrigation guidelines are met prior to plan approval. Electrical and water irrigation meter pedestals must not be designed to be installed at or near street intersections or within a raised median to avoid burdensome traffic control set-up during ongoing maintenance.
32. If the property is accepted in the LLMD, the applicant shall guarantee all new parkway landscaping irrigation for a period of one (1) year from the date of the City Engineer acceptance. Any landscaping that fails during the one-year landscape maintenance period shall be replaced with similar plant material to the satisfaction of the City Engineer, and shall be subject to a subsequent one year landscape maintenance period. The applicant must contact the City of Rialto Landscape Contract Specialist at (909) 772-2635 to confirm a full twelve (12) months' time of non-interrupted ongoing maintenance.
33. The applicant shall install City Engineer approved deep root barriers, in accordance with the Public Works Landscape and Irrigation Guidelines, for all trees installed within ten (10) feet of the public sidewalk and/or curb.
34. All new streetlights shall be installed on an independently metered, City-owned underground electrical system. The developer shall be responsible for applying with Southern California Edison ("SCE") for all appropriate service points and electrical meters. New meter pedestals shall be installed, and electrical service paid by the developer, until such time as the underlying property is annexed into LLMD 2.

35. The applicant shall submit street improvement plans by a registered California civil engineer to the Public Works Engineering Division for review. The plans shall be approved by the City Engineer prior to the approval of Tract Map No. 20294 or prior to the issuance of building permits in accordance with an approved Subdivision Improvement Agreement.
36. The applicant shall submit streetlight improvement plans by a registered California civil engineer to the Public Works Engineering Division for review. The plans shall be approved by the City Engineer prior to the approval of Parcel Map No. 20294 or prior to the issuance of building permits in accordance with an approved Subdivision Improvement Agreement.
37. The applicant shall submit sewer improvement plans by a registered California civil engineer to the Public Works Engineering Division for review. The plans shall be approved by the City Engineer prior to the approval of Parcel Map No. 20294 or prior to the issuance of building permits in accordance with an approved Subdivision Improvement Agreement.
38. The applicant shall submit traffic and signage improvement plans by a registered California civil engineer to the Public Works Engineering Division for review. The plans shall be approved by the City Engineer prior to the approval of Parcel Map No. 20294 or prior to the issuance of building permits in accordance with an approved Subdivision Improvement Agreement.
39. The applicant shall submit copies of approved water improvement plans prepared by a registered California civil engineer to the Public Works Engineering Division for record purposes. The plans shall be approved by West Valley Water District, the water purveyor, prior to the approval of Parcel Map No. 20294.
40. The applicant shall submit a Precise Grading/Paving Plan prepared by a California registered civil engineer to the Public Works Engineering Division for review and approval. The Grading Plan shall be approved by the City Engineer prior to the approval of Parcel Map No. 20294 and prior to the issuance of any building permit.
41. The applicant shall submit a Geotechnical/Soils Report, prepared by a California registered Geotechnical Engineer, for and incorporated as an integral part of the grading plan for the proposed development. A copy of the Geotechnical/Soils Report shall be submitted to the Public Works Engineering Division with the first submittal of the Precise Grading Plan.
42. The applicant shall provide pad elevation certification for all building pads, in conformance with the approved Precise Grading Plan, to the Engineering Division prior to construction of any building foundation.
43. The public street improvements outlined in these Conditions of Approval are intended to convey to the developer an accurate scope of required improvements, however, the

City Engineer reserves the right to require reasonable additional improvements as may be determined in the course of the review and approval of street improvement plans required by these conditions.

44. The applicant shall construct asphalt concrete paving for streets in two separate lifts. The final lift of asphalt concrete pavement shall be postponed until such time that on-site construction activities are complete. Unless the City Engineer provide prior authorization, paving of streets in one lift prior to completion of on-site construction is not allowed. If City Engineer authorized, completion of asphalt concrete paving for streets prior to completion of on-site construction activities, requires additional paving requirements prior to acceptance of the street improvements, including, but not limited to: removal and replacement of damaged asphalt concrete pavement, overlay, slurry seal, or other repairs.
45. The applicant shall repair all street cuts for utilities in accordance with City Standard SC-231 within 72 hours of completion of the utility work; and any interim trench repairs shall consist of compacted backfill to the bottom of the pavement structural section followed by placement of standard base course material in accordance with the Standard Specifications for Public Work Construction ("Greenbook"). The base course material shall be placed the full height of the structural section to be flush with the existing pavement surface and provide a smooth pavement surface until permanent cap paving occurs using an acceptable surface course material.
46. The applicant shall backfill and/or repair all utility trenches or other excavations within existing asphalt concrete pavement of off-site streets resulting from the proposed development, in accordance with City of Rialto Standard Drawings. The applicant shall be responsible for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of off-site streets including pavement repairs in addition to pavement repairs made by utility companies for utilities installed for the benefit of the proposed development (i.e. Fontana Water Company, Southern California Edison, Southern California Gas Company, Time Warner, Verizon, etc.). Multiple excavations, trenches, and other street cuts within existing asphalt concrete pavement of off-site streets resulting from the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than what existed prior to construction of the proposed development.
47. The applicant shall replace all damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and streetlights, associated with the proposed development shall be replaced as required by the City Engineer prior to issuance of a Certificate of Occupancy.
48. The applicant shall reconstruct any broken, chipped, or unsatisfactory sidewalks or curbs along the entire project frontage, in accordance with the General Plan and the City of Rialto Standard Drawings, as required by the City Engineer, prior to the issuance of a Certificate of Occupancy.

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49. The applicant shall provide construction signage, lighting and barricading shall be provided during all phases of construction as required by City Standards or as directed by the City Engineer. As a minimum, all construction signing, lighting and barricading shall be in accordance with Part 6 "Temporary Traffic Control" of the 2014 California Manual on Uniform Traffic Control Devices, or subsequent editions in force at the time of construction.
 50. Upon approval of any improvement plan by the City Engineer, the applicant shall provide the improvement plan to the City in digital format, consisting of a DWG (AutoCAD drawing file), DXF (AutoCAD ASCII drawing exchange file), and PDF (Adobe Acrobat) formats. Variation of the type and format of the digital data to be submitted to the City may be authorized, upon prior approval by the City Engineer.
 51. The applicant shall construct 4-inch conduit within the parkway area along the entire project frontage of Cedar Avenue for future use.
 52. The applicant shall dedicate additional right-of-way along the entire frontage of Cedar Avenue, as necessary, to provide the ultimate half-width of 60 feet, as required by the City Engineer.
 53. The applicant shall dedicate additional right-of-way as may be required to provide a property line corner cutback at the northeast and southeast corners of the intersection of Cedar Avenue and Granada Street, in accordance with City Standard SC-235, as required by the City Engineer.
 54. The applicant shall construct a curb ramp meeting current California State Accessibility standards at both the northeast and southeast corners of the intersection of Cedar Avenue and Granada Street, in accordance with the City of Rialto Standard Drawings.
 55. The applicant shall construct a new underground electrical system for public street lighting improvements along the project frontages of Cedar Avenue, as determined necessary by the City Engineer. New marbelite streetlight poles with LED light fixtures shall be installed in accordance with City of Rialto Standard Drawings.
 56. At the discretion of the City Engineer, the applicant shall remove existing pavement and construct new pavement with a minimum pavement section of 4 inches asphalt concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal, along the entire frontage of Cedar Avenue in accordance with City of Rialto Standard Drawings. The pavement section shall be determined using a Traffic Index ("TI") of 6. The pavement section shall be designed by a California registered Geotechnical Engineer using "R" values from the project site and submitted to the City Engineer for approval. Pavement shall extend from clean sawcut edge of pavement at centerline of each street.

- 1 57. The minimum pavement section for all on-site pavements shall be two (2) inches asphalt
2 concrete pavement over 4 inches crushed aggregate base with a minimum subgrade of
3 24 inches at 95% relative compaction, or equal. If an alternative pavement section is
4 proposed, the proposed pavement section shall be designed by a California registered
5 Geotechnical Engineer using "R" values from the project site and submitted to the City
6 Engineer for approval.
- 7 58. The applicant shall submit a Water Quality Management Plan identifying site specific
8 Best Management Practices ("BMPs") in accordance with the Model Water Quality
9 Management Plan ("WQMP") approved for use for the Santa Ana River Watershed.
10 The site specific WQMP shall be submitted to the City Engineer for review and approval
11 with the Precise Grading Plan. A WQMP Maintenance Agreement shall be required,
12 obligating the property owner(s) to appropriate operation and maintenance obligations
13 of on-site BMPs constructed pursuant to the approved WQMP. The WQMP and
14 Maintenance Agreement shall be approved prior to issuance of a building permit, unless
15 otherwise allowed by the City Engineer. The development of the Site is subject to the
16 requirements of the National Pollution Discharge Elimination System (NPDES) Permit
17 for the City of Rialto, issued by the Santa Ana Regional Water Quality Control Board,
18 Board Order No. R8-2010-0036. Pursuant to the NPDES Permit, the Applicant shall
19 ensure development of the site incorporates post-construction Best Management
20 Practices ("BMPs") in accordance with the Model Water Quality Management Plan
21 ("WQMP") approved for use for the Santa Ana River Watershed. The Applicant is
22 advised that applicable Site Design BMPs will be required to be incorporated into the
23 final site design, pursuant to a site specific WQMP submitted to the City Engineer for
24 review and approval.
- 25 59. The applicant shall connect the project to the City of Rialto sewer system and apply for
26 a sewer connection account with Rialto Water Services.
- 27 60. The applicant is advised that domestic water service is provided by West Valley Water
28 District. The developer shall be responsible for coordinating with West Valley Water
District and complying with all requirements for establishing domestic water service to
the property.
61. The applicant shall provide certification from both Rialto Water Services and West
Valley Water District that demonstrates that all water and/or wastewater service
accounts for the project are documented, prior to the issuance of a Certificate of
Occupancy or final inspection approval from the Public Works Engineering Division.
62. All sewer mains constructed by the applicant, as necessary, are to become part of the
public sewer system and shall be pressure tested and digitally video recorded by the
City's wastewater system operator (Veolia) prior to acceptance of the sewer system for
maintenance by the City. The developer shall be responsible for all costs associated with
testing and inspection services. Any defects of the sewer main shall be removed,
replaced, or repaired to the satisfaction of the City Engineer prior to acceptance.

- 1 63. The applicant shall prepare a Notice of Intent (NOI) to comply with the California
2 General Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as
3 modified September 2, 2009) is required via the California Regional Water Quality
4 Control Board online SMARTS system. A copy of the executed letter issuing a Waste
5 Discharge Identification (WDID) number shall be provided to the City Engineer prior
6 to issuance of a grading or building permit. The applicant's contractor shall prepare and
maintain a Storm Water Pollution Prevention Plan ("SWPPP") as required by the
General Construction Permit. All appropriate measures to prevent erosion and water
pollution during construction shall be implemented as required by the SWPPP.
- 7 64. Prior to issuance of a certificate of occupancy or final City approvals, the applicant shall
8 demonstrate that all structural BMP's have been constructed and installed in
9 conformance with approved plans and specifications, and as identified in the approved
WQMP.
- 10 65. All stormwater runoff passing through the site shall be accepted and conveyed across
11 the property in a manner acceptable to the City Engineer. For all stormwater runoff
12 falling on the site, on-site retention or other facilities approved by the City Engineer
13 shall be required to contain the increased stormwater runoff generated by the
14 development of the property. Provide a hydrology study to determine the volume of
15 increased stormwater runoff due to development of the site, and to determine required
16 stormwater runoff mitigation measures for the proposed development. Final retention
17 basin sizing and other stormwater runoff mitigation measures shall be determined upon
18 review and approval of the hydrology study by the City Engineer and may require
19 redesign or changes to site configuration or layout consistent with the findings of the
20 final hydrology study. The volume of increased stormwater runoff to retain on-site shall
21 be determined by comparing the existing "pre-developed" condition and proposed
22 "developed" condition, using the 100-year frequency storm.
- 23 66. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to
24 the adjacent public streets. Provisions for the interception of nuisance water from
25 entering adjacent public streets from the project site shall be provided through the use
26 of a minor storm drain system that collects and conveys nuisance water to landscape or
27 parkway areas, and in only a stormwater runoff condition, pass runoff directly to the
28 streets through parkway or under sidewalk drains. All on-site and off-site designs must
comply with NPDES stormwater regulations.
67. Any utility trenches or other excavations within existing asphalt concrete pavement of
off-site streets required by the proposed development shall be backfilled and repaired in
accordance with City of Rialto Standard Drawings. The Applicant shall be responsible
for removing, grinding, paving and/or overlaying existing asphalt concrete pavement of
off-site streets as required by and at the discretion of the City Engineer, including
additional pavement repairs to pavement repairs made by utility companies for utilities
installed for the benefit of the proposed development (i.e. Rialto Water Services,
Southern California Edison, Southern California Gas Company, Spectrum, Verizon,
etc.). Multiple excavations, trenches, and other street cuts within existing asphalt

concrete pavement of off-site streets required by the proposed development may require complete grinding and asphalt concrete overlay of the affected off-site streets, at the discretion of the City Engineer. The pavement condition of the existing off-site streets shall be returned to a condition equal to or better than existed prior to construction of the proposed development.

68. The original improvement plans prepared for the proposed development and approved by the City Engineer (if required) shall be documented with record drawing "as-built" information and returned to the Engineering Division prior to issuance of a final certificate of occupancy. Any modifications or changes to approved improvement plans shall be submitted to the City Engineer for approval prior to construction.
69. The applicant shall adhere to the City Council approved franchise agreements and disposal requirements during all construction activities, in accordance with Section 8.08 (Refuse Collection of the City of Rialto Municipal Code).
70. Prior to commencing with any grading, the applicant shall implement the required erosion and dust control measures shall be in place. In addition, the following shall be included if not already identified:
 - a. 6 foot high tan colored perimeter screened fencing
 - b. Contractor information signage including contact information along the street frontage of Cedar Avenue.
 - c. Post dust control signage with the following verbiage: "Project Name, WDID No., IF YOU SEE DUST COMING FROM THIS PROJECT CALL: NAME (XXX) XXX-XXX, If you do not receive a response, please call the AQMD at 1-800-CUT-SMOG/1-800-228-7664"
71. The applicant shall remove any graffiti within 24 hours, before, during, and post construction.
72. The applicant shall install "No Stopping Any Time" R26A(S) (CA) signage along the project frontage of Cedar Avenue, prior to the issuance of a Certificate of Occupancy.
73. The applicant shall submit full architectural and structural plans with all mechanical, electrical, and plumbing plans, structural calculations, truss calculations and layout, rough grading plans approved by Public Works Engineering, Water Quality Management Plan, Erosion Control Plan, Stormwater Pollution Prevention Plan, and Title 24 Energy Calculations to the Building Division for plan check and review, prior to the issuance of building permits.
74. The applicant shall provide a Scope of Work on the title page of the architectural plan set. The Scope of Work shall call out all work to be permitted (ex. Main structure, perimeter walls, trash enclosure, etc.).

75. The applicant shall design the structures in accordance with the 2019 California Building Code, 2019 California Mechanical Code, 2019 California Plumbing Code, and the 2019 California Electrical Code, 2019 Residential Code and the 2019 California Green Buildings Standards adopted by the State of California.
76. The applicant shall design the structures to withstand ultimate wind speed of 130 miles per hour, exposure C and seismic zone D.
77. The applicant shall submit fire sprinkler, fire alarm systems, and fire hydrant plans to the Building Division for plan review concurrently with building plans and shall be approved prior to the issuance of a building permit.
78. The applicant shall obtain an Electrical Permit from the Building Division for any temporary electrical power required during construction. No temporary electrical power will be granted to a project unless one of the following items is in place and approved by the Building Division: (A) Installation of a construction trailer, or, (B) Security fencing around the area where the electrical power will be located.
79. The applicant shall install temporary construction fencing and screening around the perimeter of the project site. The fencing and screening shall be maintained at all times during construction to protect pedestrians.
80. The applicant shall install any required temporary construction trailer on private property. No trailers are allowed to be located within the public right-of-way. The trailer shall be removed prior to the issuance of a Certificate of Occupancy.
81. The applicant shall design and construct accessible paths of travel from the building's accessible entrances to the public right-of-way, accessible parking, and the trash enclosure. Paths of travel shall incorporate (but not limited to) exterior stairs, landings, walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning, signage, gates, lifts and walking surface materials, as necessary. The accessible route(s) of travel shall be the most practical direct route between accessible building entrances, site facilities, accessible parking, public sidewalks, and the accessible entrance(s) to the site, California Building Code, (CBC) Chapter 11, Sec. 11A and 11B.
82. Prior to issuance of a Building Permit all of the following must be in place on the Site: a portable toilet with hand wash station, all BMP's, fencing and signage on each adjacent street saying "If there is any dust or debris coming from this site please contact (superintendent number here) or the AQMD if the problem is not being resolved" or something similar to this.
83. The applicant shall provide temporary toilet facilities for the construction workers. The toilet facilities shall always be maintained in a sanitary condition. The construction toilet facilities of the non-sewer type shall conform to ANSI Z4.3.

- 1 84. The applicant shall underground all on site utilities to the new proposed structures, prior
2 to the issuance of a Certificate of Occupancy, unless prior approval has been obtained
3 by the utility company or the City.
- 4 85. Prior to issuance of Building Permits, site grading final and pad certifications shall be
5 submitted to the Building Division, which include elevation, orientation, and
6 compaction. The certifications are required to be signed by the engineer of record.
- 7 86. The applicant shall provide proof of payment to the Colton Joint Unified School District
8 for all required school fees, prior to the issuance of a building permit.
- 9 87. Site facilities such as parking open or covered, recreation facilities, and trash dumpster
10 areas, and common use areas shall be accessible per the California Building Code,
11 Chapter 11.
- 12 88. The applicant shall place a copy of the Conditions of Approval herein on within the
13 building plan check submittal set and include the PPD number on the right bottom
14 corner cover page in 20 point bold, prior to the issuance of a building permit.
- 15 89. The applicant shall ensure that a minimum of 65% of all construction and demo debris
16 shall be recycled using an approved City of Rialto recycling facility during construction.
17 Copies of receipts for recycling shall be provided to the City Inspector and a copy shall
18 be placed in the office of the construction site.
- 19 90. Prior to issuance of Building Permits, on site water service shall be installed and
20 approved by the responsible agency. On site fire hydrants shall be approved by the Fire
21 Department. No flammable materials will be allowed on the site until the fire hydrants
22 are established and approved.
- 23 91. The applicant shall comply with all applicable requirements of the California Fire Code
24 and Chapter 15.28 (Fire Code) of the Rialto Municipal Code.
- 25 92. The applicant shall install an engineered automatic sprinkler system in each residential
26 structure. Plans for such a system shall be submitted for review and approval by the
27 Fire Department prior to the issuance of any building permit
- 28 93. The applicant shall install a water supply system capable of providing the required fire
flow for the proposed type of development as per requirements of the applicable
California Fire Code current edition. On site fire hydrants shall be installed by a C-16
licensed contractor as required prior to the construction phase of the development. Plans
for the on-site water system shall be approved by the Fire Department prior to issuance
of building permits. Provide 12 gage locator wire non-insulated, taped above fire
service main for all underground fire line.
94. Where access to or within a structure area is restricted because of secured openings and
immediate access is necessary for life saving or firefighting purposes, a Key Box is to

1 be installed in an accessible location(s) as approved by the Fire Department. The Key
2 Box shall be of a type approved by the Fire Department.

- 3 95. All streets and access roadways as approved on the final tract map shall be maintained
4 in such a manner as to provide access for emergency vehicles at all times during
5 construction phase. All streets and/or access roadways shall be constructed and
6 maintained as to provide a smooth driving surface of not less than twenty-six (26) feet
7 of unobstructed width, capable of supporting the imposed load of Fire Department
8 apparatus and/or emergency rescue equipment to within seventy five (75) feet of all
9 structures. Failure by the developer and the persons responsible for the project site to
10 comply with this provision or any of the other requirements outlined in Rialto Municipal
11 Code and California Fire Code current edition, will be cause for the Fire Chief to require
12 that all activity be discontinued pending compliance.
- 13 96. The applicant shall illuminate all walkways, passageways, and locations where
14 pedestrians are likely to travel with a minimum of 1.5-foot candles (at surface level) of
15 light during the hours of darkness. Lighting shall be designed/constructed in such a
16 manner as to automatically turn on at dusk and turn off at dawn.
- 17 97. The applicant shall illuminate all alleyways, driveways, and uncovered parking areas
18 with a minimum of 1.5-foot candles (at surface level) of light during the hours of
19 darkness. Lighting shall be designed/constructed in such a manner as to automatically
20 turn on at dusk and turn off at dawn.
- 21 98. The applicant shall illuminate all common open space areas with a minimum of 1.5-foot
22 candles (at surface level) of light during the hours of darkness. Lighting shall be
23 designed/constructed in such a manner as to automatically turn on at dusk and turn off
24 at dawn.
- 25 99. The applicant shall design/construct all lighting fixtures and luminaries, including
26 supports, poles and brackets, in such a manner as to resist vandalism and/or destruction
27 by hand.
- 28 100. The applicant shall provide an illuminated address prominently placed on the front of
each dwelling unit, prior to the issuance of a Certificate of Occupancy.
101. The applicant shall install a Knox box immediately adjacent to the main entrance of the
private residential neighborhood to facilitate the entry of safety personnel. The Knox
box shall be installed in such a manner as to be alarmed, resist vandalism, removal, or
destruction by hand, and be fully recessed into an adjacent block column or wall. The
Knox box shall be equipped with the appropriate keys, prior to the issuance of the first
certificate of occupancy. The Knox box placement shall be shown on the formal
building plan review submittal prior to the issuance of a building permit.
102. The applicant shall install cluster mailboxes in such a way that they are tamper and
vandalism resistant and shall be illuminated during times of darkness.

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2 103. The applicant or General Contractor shall identify each contractor and subcontractor
3 hired to work at the job site on a Contractor Sublist form and return it to the Business
4 License Division with a Business License application and the Business License tax fee
5 based on the Contractors tax rate for each contractor.

6 SECTION 5. The Chairman of the Planning Commission shall sign the passage and
7 adoption of this resolution and thereupon the same shall take effect and be in force.

8 PASSED, APPROVED AND ADOPTED this 9th day of December, 2020.

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11 JOHN PEUKERT, CHAIR
12 CITY OF RIALTO PLANNING COMMISSION
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1 STATE OF CALIFORNIA)
2 COUNTY OF SAN BERNARDINO) ss
3 CITY OF RIALTO)
4

5 I, Adrianna Martinez, Administrative Assistant of the City of Rialto, do hereby certify that
6 the foregoing Resolution No. **2020-44** was duly passed and adopted at a regular meeting of the
7 Planning Commission of the City of Rialto held on the 9th day of December 2020.

8 Upon motion of Commissioner Al Twine, second by Commissioner Dale Estvander the
9 foregoing Resolution No. **2020-44** was duly passed and adopted.
10

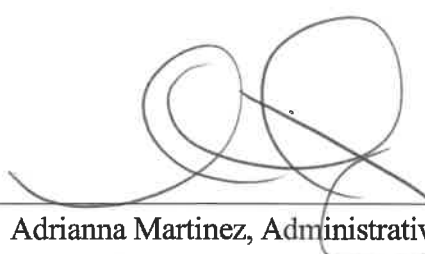
11 Vote on the motion:

12 AYES: 6

13 NOES: 0

14 ABSENT: 1

15 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
16 Rialto this 9th day of December 2020.

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Adrianna Martinez, Administrative Assistant

Exhibit A

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EXHIBIT "C"

TRACT NO.

(Subdivision/Unit No.)

MV AMCV, LLC

(Subdivider)

ENVIRONMENTAL WARRANTY

As a condition precedent to acceptance of the dedications and public improvements to be conveyed by the above-named Subdivider to the City of Rialto for the above-referenced Subdivision, Subdivider hereby warrants to the City of Rialto that:

1. Neither the property to be dedicated nor Subdivider are in violation of any environmental law, and neither the property to be dedicated nor the Subdivider are subject to any existing, pending or threatened investigation by any federal, state or local governmental authority under or in connection with the environmental laws relating to the property to be dedicated.

2. Neither Subdivider nor any other person with Subdivider's permission to be upon the property to be dedicated has used, generated, manufactured, produced, or released, on, under, or about the property to be dedicated, any Hazardous Substance except in compliance with all applicable environmental laws. For the purposes of this warranty, the term "Hazardous Substances" shall mean any substance or material which is capable of posing a risk of injury to health, safety or property, including all those materials and substances designated as hazardous or toxic by any federal, state or local law, ordinance, rule, regulation or policy, including but not limited to, all of those materials and substances defined as "Toxic Materials" in Sections 66680 through 66685 of Title 22 of the California Code of Regulations, Division 4, Chapter 30, as the same shall be amended from time to time, or any other materials requiring remediation under federal, state or local laws, ordinances, rules, regulations or policies.

3. Subdivider has not caused or permitted the release of, and has no knowledge of the release or presence of, any Hazardous Substance on the property to be dedicated or the migration of any hazardous substance from or to any other property adjacent to, or in the vicinity of, the property to be dedicated.

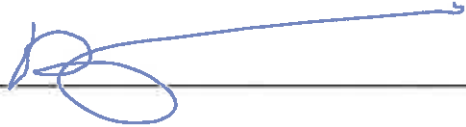
4. Subdivider's prior and present use of the property to be dedicated has not resulted in the release of any Hazardous Substance on the property to be dedicated.

5. All persons executing this warranty hereby represent and warrant to the City of Rialto, and Subdivider hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Subdivider and that the signators hereto have sufficient knowledge or expertise, either personally, through reasonable inspection and investigation of the property, or through reasonable reliance upon the investigation and professional opinion of Subdivider's environmental experts, to make the representations herein, and that no consent of any other party is required to execute this warranty and make the representations herein on behalf of the Subdivider to the City of Rialto.

Each of the undersigned persons declares under penalty of perjury that the foregoing is true and correct.

Dated: 12/21/2022

SUBDIVIDER*

By:  _____

*Proof of authorization for Subdivider's signatures is required to be submitted concurrently with this environmental warranty.