



PUBLIC IMPROVEMENT AGREEMENT
[Non-subdivision Development]

by and between

CITY OF RIALTO

and

Quick Quack Car Wash Holdings, LLC

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

AND

Quick Quack Car Wash Holdings, LLC

Agreement Date: _____

Developer Name: Quick Quack Car Wash (hereinafter "Developer")

Project Name: Quick Quack Car Wash 44-346 Rialto (hereinafter "Project")

Estimated Total Cost of Improvements: \$ 128,687.77

(Including Street Improvements (Off Site), Traffic Signs and Striping (Off Site) , Sanitary Sewer Improvements (Off Site), Rialto Water (Only) Improvements (Off Site), Landscaping & Irrigation Improvements (Off Site))

Security:

Bond Nos.: SPA151004_015, SPA151004_015M

Surety: SiriusPoint America Insurance Company

-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:	DEVELOPER:
City Engineer City of Rialto 150 S. Palm Avenue Rialto, CA 92376 Phone: (909) 820-2602	Name: <u>Quick Quack Car Wash, LLC</u> Address: <u>6020 West Oaks Blvd., Suite 300</u> <u>Rocklin, CA 95765</u> Phone: <u>Brian Firenze</u> <u>916-517-2970</u>
CITY PROJECT INSPECTOR:	SURETY:
City of Rialto Public Works Department 335 W. Rialto Avenue Rialto, CA 92376 Phone: (909) 421-7294	Name: <u>SiriusPoint America Insurance</u> <u>Company</u> Address: <u>285 Fulton Street, Suite 47J</u> <u>New York, NY 10007</u> Phone: <u>(212) 312-2500</u>

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PUBLIC IMPROVEMENT AGREEMENT

THIS PUBLIC IMPROVEMENT AGREEMENT (this "Agreement") is entered into this _____ day of _____, 20____, 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 Quick Quack Car Wash Holdings, LLC, a Delaware Limited Liability Company (Developer").

RECITALS

A. Developer has presented to City for approval PPD 2024-0001 (the "Entitlements") in connection with a development of a Car Wash (the "Project"), located in the City of Rialto, County of San Bernardino, State of California (the "Property"), as described on Exhibit "A", attached hereto and incorporated herein by reference.

B. The Entitlements have been approved, subject to the requirements and conditions for the development of the Property (the "Conditions") as described in Exhibit "B", attached hereto and incorporated herein by reference.

C. In consideration of the approval of the Entitlements by the Planning Commission, Developer desires to enter into this Agreement, whereby Developer promises to install and complete, at Developer's own expense, all the public improvement work required by City in connection with the proposed Project. Developer has secured this Agreement by improvement security required by the City and approved by the City Engineer and the City Attorney.

D. Developer 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.

E. Developer's agreement to construct and install the Works of Improvement pursuant to this Agreement is a material consideration to City in approving the Project 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, Developer agrees to timely perform all of its obligations as set forth herein.

1. Construction Obligations.

1.1 Works of Improvement. Developer 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 \$128,687.77.

1.2 Acquisition and Dedication of Easements and Rights-of-Way. If any of the Works of Improvement contemplated by this Agreement is to be constructed or installed on land not owned by City or Developer, no construction or installation shall be commenced before:

(a) The acquisition, or payment of the cost of acquisition by City, and dedication of all rights-of-way, easements and other interests in real property for construction and installation of the Works of Improvement, free and clear of all liens and encumbrances; or

(b) The offer of dedication to City of appropriate rights-of-way, easements or other interests in real property, and appropriate authorization from the property owner to allow construction or installation of the Works of Improvement; or

(c) The dedication to, and acceptance by, City of appropriate rights-of-way, easements or other interests in real property, as determined by the City Engineer, or

(d) The issuance by a court of competent jurisdiction pursuant to State Eminent Domain Law of an order of possession. Developer shall comply in all respects with the order of possession.

1.3 Other Obligations Referenced in Conditions of Entitlement Approval. In addition to the foregoing, Developer shall satisfy all of the Conditions of the Entitlements for the Property. The Conditions associated with the Entitlements are included as Exhibit "B" attached hereto.

1.4 Intent of Plans. The intent of the Plans referenced in Section 1.1 is to prescribe a complete work of improvement which Developer 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. Developer shall complete a functional or operable improvement or facility, even though the Plans may not specifically call out all items of work required for Developer'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, Developer 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.

Developer 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 Developer or its contractor to any plan, specification, or working or shop drawing after it has been stamped as approved.

1.5 RESERVED.

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

1.7 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 Developer 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 Developer or its contractor shall be binding on City unless approved in writing by the City Engineer. The City and Developer may mutually agree upon changes to the Works of Improvement, subject to the security requirements in Section 4.

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

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

1.10 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 Developer and its contractor.

1.11 Documents Available at the Site. Developer 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.

1.12 Inspection. Developer 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 Developer, or its design engineer, and Developer's contractor(s) regarding the Works of Improvement. Developer 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 Developer'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 Developer'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 Developer 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.

1.13 Compliance with Law; Applicable Standards for Improvements. In addition to the express provisions of this Agreement and the Plans, Developer 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 Developer 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 Developer shall also give all necessary notices and pay all fees and taxes as required by law.

Developer shall construct the improvements in accordance with the City standards in effect at the time of approval of the Entitlements. City reserves the right to protect the public safety or welfare or comply with applicable Federal or State law or City zoning ordinances.

1.14 Suspension of Work. The City Engineer shall have authority to order suspension of the work for failure of the Developer's contractor to comply with law pursuant to Section 1.12. In case of suspension of work for any cause whatsoever, Developer 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.

1.15 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.

1.16 Final Acceptance of Works of Improvement. After Developer's contractor has completed all of the Works of Improvement, Developer 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 Developer or its contractor of such items. After the Developer's contractor has completed these items, the procedure shall then be the same as specified above for the Developer'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 Developer 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. Developer 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.

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

1.18 Developer's Obligation to Warn Public during Construction. Until recordation of the Notice of Acceptance, Developer 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, Developer shall provide forty-eight (48) hours' advance written notice to all neighboring property owners and tenants affected by Developer's operations or construction of the hours, dates and duration of any planned construction activities.

1.19 Injury to Public Improvements, Public Property or Public Utility. Until recordation of the Notice of Acceptance of the Works of Improvement, Developer assumes responsibility for the care and maintenance of, and any damage to, the Works of Improvements. Developer 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 Developer, prior to the recordation of the Notice of Acceptance. Developer 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, Developer 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 Developer has established good cause for an extension. As a condition of such extension, the City Engineer may require Developer 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 Developer 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 Developer's failure to satisfy such phasing requirements, as the same now exist or may be amended from time to time, Developer 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, Developer 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 Developer 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, Developer'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 Developer, 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 Developer or its contractor detailing the grounds for Developer'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), Developer 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.

3. Labor.

3.1 Labor Standards. This Agreement is subject to, and Developer 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. Developer 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.*, Developer agrees that Developer, 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. Developer 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. Developer 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 Developer's contractors and subcontractors shall obtain a valid City of Rialto business license prior to performing any work pursuant to this Agreement. Developer 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. Developer 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 Developer executes this Agreement, Developer 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 Developer's faithful performance of all of the Works of Improvement ("Faithful Performance Security Instrument"), in the amount of \$128,687.77 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 \$128,687.77 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 \$0 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, Developer 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 \$12,868.78 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 Developer is in default under its payment or performance obligations hereunder or in the event Developer 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 Developer'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 Developer'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 Developer 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 Developer 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 Developer's Liability. While no action of Developer shall be required in order for City to realize on its security under any Security Instrument, Developer 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, Developer 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 Developer. 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. Developer 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 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) Developer 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) Developer 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, Developer has provided a statutory bond, or otherwise as required by applicable law.

(b) City shall release the Maintenance and Warranty Security Instrument upon Developer'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 Developer Responsible for All Costs of Construction. Developer shall be responsible for payment of all costs incurred for construction and installation of the Works of Improvement. In the event Developer 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 Developer and City prior to construction of the Works of Improvement.

5.2 Payment to City for Cost of Related Inspection and Engineering Services. Developer 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, Developer 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 Developer 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 an appropriate resolution or resolutions accepting all offers of dedication for the Property, with acceptance to become effective upon completion and acceptance by City of the Works of Improvement.

7. Warranty of Work. Developer 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, Developer, 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 Developer 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 Developer. 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 Developer. Default by Developer shall include, but not be limited to:

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

default under this Agreement within 20 days after the City mails a notice of such default to the Developer and the Developer's surety, Developer authorizes the City to perform the obligation for which Developer 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 Developer. In such event, City, without liability for doing so, may complete the Works of Improvement using any of Developer'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 Developer's failure to comply with the terms of this Agreement constitutes Developer's consent for the City to file a notice of violation against all the lots in the Project, or to rescind or otherwise revert the Project to acreage. Developer specifically recognizes that the determination of whether a reversion to acreage or rescission of the Project constitutes an adequate remedy for default by the Developer 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 Developer hereunder, the Developer agrees that the choice of remedy or remedies for Developer'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 Developer fails to perform any obligation under this Agreement, Developer 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 Developer'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 Developer 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 Developer.

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 Developer, its agents, employees, contractors and subcontractors in the performance of this Agreement. Developer 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 Developer, 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 Project, 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 Developer 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 Developer shall remain obligated to eliminate any latent defect in design or dangerous condition caused by the design or construction defect; however, Developer 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 Developer 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.

Developer 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. Developer's Indemnity of Project Approval. Developer 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 Project. The City shall promptly notify the Developer 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 Developer of any claim, action, or proceeding, or if the City fails to cooperate in the defense, the Developer 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. Developer shall not be required to pay or perform any settlement unless the settlement is approved by the Developer.

11. Insurance Requirements.

11.1 Developer, at Developer'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 Developer 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 Developer:

- (i) This policy shall provide coverage for Workers' Compensation (Coverage A); and
- (ii) This policy shall provide coverage for \$1,000,000 Employers' Liability (Coverage B).
- (iii) Pursuant to Labor Code section 1861, Developer 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.”

(iv) Developer shall cause each contractor and subcontractor to provide adequate Workers' Compensation and Employer's Liability Insurance for the protection of employees not otherwise protected.

(v) Prior to commencement of work, the Developer 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 Developer; and with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts or equipment furnished in connection with such work or operations.

b. Primary Insurance. For any claims related to this project, the Developer'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 Developer'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 contain provisions stating that such policies cannot be canceled or reduced except on at least thirty (30) days' prior written notice to Developer ten (10) days' notice for cancellation due to non-payment). Developer 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. Developer shall not commence work under this Agreement until Developer has obtained all insurance required pursuant to this Section, and such insurance has been approved by City; nor shall Developer 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 Developer 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 Developer. 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 Developer, 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 Developer, and further provided such insurer remains admitted in California and is otherwise financially acceptable to City.
- (i) Deductibles. Any deductibles or self-insured retentions must be declared in writing by Developer to City and subsequently approved by City prior to its execution of this Agreement and prior to commencement of any work hereunder. At City's option, Developer shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Developer shall procure a bond guaranteeing payment of losses and expenses.
- (j) Proof of Coverage. Developer 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 complete, certified copies of all insurance policies at any time and/or to require Developer to provide reports or status updates to evidence compliance of its contractors and subcontractors with the provisions of this Section. Developer'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, Developer 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 Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer 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 Developer nor any other person with Developer'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) Developer 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) Developer'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 Developer 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) Developer'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 Developer's right, title, and interest in and to the Property and any portion thereof. Developer 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 Developer in the City's approval of this Agreement. In the event the Property is subsequently conveyed by Developer to a third party prior to completion of the Works of Improvement, whereby the third party is intended to assume Developer's responsibilities with regard to this Agreement, (the "Replacement Developer"), the rights and obligations of this Agreement shall transfer to the Replacement Developer; however, the Security Instruments required pursuant to Section 4 of this Agreement, and furnished by Developer as a condition of the City's approval of this Agreement, shall remain Developer's responsibility to maintain until such time as Developer and its Replacement Developer enter into a Transfer and Assignment of Public Improvement Agreement, (the "Transfer Agreement"), to acknowledge the transfer of fee title to the Property from the Developer to its Replacement Developer, and to acknowledge the rights and obligations associated with this Agreement upon the Replacement Developer, including Replacement Developer'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 Developer and its Replacement Developer, and replacement Security Instruments meeting City's approval are furnished by the Replacement Developer, Developer 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 Developer 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 Developer of this Agreement shall not be construed to vest Developer's rights with respect to any change in any zoning or building law or ordinance.

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

13.5 Time of the Essence. Time is of the essence of Developer'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 it 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 Developers 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 Developer have caused this Agreement to be executed the day and year first above written.

CITY OF RIALTO, CALIFORNIA

**Quick Quack Car Wash Holdings, LLC
A Delaware Limited Liability
Company**

By: _____
Tanya Williams, City Manager

By:  _____
Tracy Delgado
Title: Chief of Staff

APPROVED BY THE CITY COUNCIL

Date: _____

Agreement No.: _____

ATTEST:

By: _____
Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

By: _____
Eric S. Vail, City Attorney

RECOMMENDED:

By: _____

Name: _____

Title: _____

ACKNOWLEDGMENT

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 Placer)

On 01/05/2026 before me, A. Carlson, Notary Public
(insert name and title of the officer)

personally appeared Tracy Delgado,
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 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

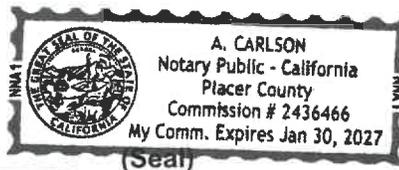
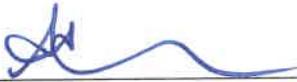


EXHIBIT "A"

LEGAL DESCRIPTION

REAL PROPERTY IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

PARCEL A AS SHOWN ON CERTAIN LOT LINE ADJUSTMENT NO. 2020-0009 AS EVIDENCED BY DOCUMENT RECORDED JUNE 14, 2024, AS INSTRUMENT NO. 2024-0137923, OF OFFICIAL RECORDS, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEING THAT PORTION OF THE WEST ONE-HALF OF THE WEST ONE-HALF OF LOT 68, TOWN OF RIALTO AND ADJOINING SUBDIVISIONS, IN THE CITY OF RIALTO, COUNTY OF SAN BERNARDINO, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 4, PAGE 11 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT ON THE EAST LINE OF SYCAMORE AVENUE, 50 FEET SOUTH OF THE CENTERLINE OF FOOTHILL BOULEVARD; THENCE EASTERLY PARALLEL TO AND 50 FEET SOUTH OF THE CENTERLINE OF SAID FOOTHILL BOULEVARD, A DISTANCE OF 125 FEET TO THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY, ALONG A LINE PARALLEL TO SYCAMORE AVENUE, A DISTANCE OF 182.19 FEET MORE OR LESS, TO A POINT IN THE NORTHERLY LINE OF SAID ALLEY; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID ALLEY, A DISTANCE OF 175.58 FEET, TO A POINT ON THE EASTERLY LINE OF THE WEST ONE HALF OF THE WEST ONE HALF OF LOT 68; THENCE NORTHERLY ALONG SAID EASTERLY LINE, TO A POINT 41.25 FEET SOUTHERLY OF THE CENTERLINE OF FOOTHILL BOULEVARD; THENCE WESTERLY PARALLEL TO AND SOUTH 41.25 FEET FROM SAID CENTERLINE OF FOOTHILL BOULEVARD, A DISTANCE OF 70.00 FEET; THENCE SOUTHERLY PARALLEL TO SAID EAST LINE TO A POINT ON THE SOUTHERLY LINE OF FOOTHILL BOULEVARD (50 FEET WIDE); THENCE 105.58 FEET TO THE TRUE POINT OF BEGINNING.

APN: 0130-051-44-0-000 (AFFECTS A PORTION OF SAID LAND) 0130-051-35-0-000 (AFFECTS A PORTION OF SAID LAND)

EXHIBIT "B"

**ENTITLEMENTS CONDITIONS OF APPROVAL
2021-37**

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

SEE ATTACHED



City of Rialto California

July 9, 2024

Nick Wecker
Barghausen Consulting Engineers
18215 72 Avenue South
Kent, WA 98032

Re: Master Case No. 2024-0001 (Conditional Development Permit No. 2020-0024, Precise Plan of Design No. 2024-0001 and Environmental Assessment Review No. 2024-0001) Architectural revision and minor site modifications to a previously approved 4,070 square foot automated car wash on 0.71 acres of vacant land located on the south side of Foothill Boulevard approximately 140 feet east of Sycamore Avenue within a Commercial Pedestrian (C-P) zone of the Foothill Boulevard Specific Plan.

Dear Mr. Wecker,

On July 9, 2024, Community Development Department approved **Precise Plan of Design No. 2024-0001**, a proposal for the new development of a Quick Quack carwash on the south side of Foothill Boulevard approximately 140 feet east of Sycamore Avenue within a Commercial Pedestrian (C-P) zone of the Foothill Boulevard Specific Plan.

Approval of **Precise Plan of Design No. 2024-0001** shall not be final until the Applicant has signed the enclosed Statement of Acceptance of Conditions of Approval.

This approval, as outlined above, does not necessarily imply immediate issuance of building or grading permits. Where applicable, the Applicant is required to submit final engineering and building plans and specifications to the Public Works and the Building Division for plan checking. Time frames for this processing will vary depending on City workload, the complexity of the project, and timely submittals.

If you have any questions regarding the conditions of approval, please contact Jason Costa at (909) 820-2525 x2211 or at jcosta@rialto.ca.gov. Pursuant to City Council Resolution No. 2507, if you still do not concur with the conditions of approval, you may appeal the conditions to the Planning Commission. The written appeal shall be filed to the Community Development Department and shall specifically state why you disagree with the Conditions of Approval set forth by various division and departments.

Sincerely,


Colby Cataldi
Community Development Director

Enclosures
PPD No. 2024-0001 Conditions
Resolution No. 2021-36
Resolution No. 2021-37



City of Rialto

California

PROJECT REVIEW COMMITTEE

STATEMENT OF ACCEPTANCE

I, Vance Shannon, dba Quick Quack Car Wash, do hereby state that I am aware of all Conditions of Approval for **Precise Plan of Design No. 2024-0001 (Master Case No. 2024-0001)** and do hereby agree to accept and abide by all conditions set forth in the approval letter dated July 9, 2024.

Vance
Shannon

Digitally signed by Vance
Shannon
Date: 2024.09.09 09:29:48
-07'00'

(Print Name/Title)

(Signature)

(Date)



Project Conditions

City of Rialto

Project Number: PPD2024-0001

Description: **Quick Quack Carwash**

Applied: **1/3/2024**

Approved:

Site Address: **FOOTHILL BLVD**

Closed:

Expired:

City, State Zip Code: **RIALTO, CA 92376**

Status: **RECEIVED**

Applicant: **QUICK QUACK CAR WASH**

Parent Project: **MC2024-0001**

Owner: **ZUBIN LAIWALLA**

Contractor: **<NONE>**

Details:

LIST OF CONDITIONS					
SEQ NO	ADDED DATE	REQUIRED DATE	SATISFY DATE	TYPE	STATUS
DEPARTMENT		CONTACT		REMARKS	
1	7/9/2024			P1	PPD CONDITION
PLANNING DIVISION		PLANNING BUCKET			
<p>Notes:</p> <p>The approval is granted allowing the development an automated carwash facility on 0.71 acres of land (APNs: 0130-051-35 & -44) on the south side of Foothill Boulevard approximately 130 feet east of Sycamore Avenue within the Commercial Pedestrian (C-P) zone of the Foothill Boulevard Specific Plan, as shown on the plans approved by the Planning Division and dated July 9, 2024 under Precise Plan of Design 2024-0001.</p>					
2	7/9/2024			P2	PPD CONDITION
PLANNING DIVISION		PLANNING BUCKET			
<p>Notes:</p> <p>Comply with the conditions set forth for Precise Plan of Design 2020-0048 as approved by the Planning Commission in Resolution 2021-37 and the amended Engineering Conditions herein.</p>					
3	7/9/2024			P3	PPD CONDITION
PLANNING DIVISION		PLANNING BUCKET			
<p>Notes:</p> <p>Comply with the conditions set forth for Conditional Development Permit 2020-0024 as approved by the Planning Commission in Resolution 2021-36 and those included herein.</p>					
4	5/21/2024			EN1	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>The applicant shall comply with all conditions of approval for PPD No. 2024-0001 to the satisfaction of the City Engineer, prior to the issuance of a Certificate of Occupancy.</p>					
5	5/21/2024			EN2	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>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, prior to issuance of a building permit.</p>					



Project Conditions

City of Rialto

17	7/9/2024			EN14	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>The developer is responsible for requesting from the Planning Division any addresses needed for any building(s) and/or any electrical single/dual irrigation meter pedestal(s). The main building address shall be included on Precise Grading Plans and Building Plan set along with the PPD number. The electrical meter pedestal addresses (single or dual) shall be included in the public improvement plans. 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.</p>					
18	5/21/2024			EN15	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>All street cuts for utilities shall be repaired 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.</p>					
19	5/21/2024			EN16	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>In accordance with City Ordinance No. 1589, adopted to preserve newly paved streets, any and all street and/or trench cuts in newly paved streets will be subject to moratorium street repair standards as reference in Section 11.04.145 of the Rialto Municipal Code.</p>					
20	5/21/2024			EN17	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Any and all utility trenches or other excavations within existing asphalt concrete pavement of off-site streets resulting from the proposed development shall be backfilled and repaired in accordance with City of Rialto Standard Drawings. The developer 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. Rialto Water Services, Southern California Edison, Southern California Gas Company, Spectrum, 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.</p>					
21	5/21/2024			EN18	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing electrical distribution lines of sixteen thousand volts or less and overhead service drop conductors, and all telephone, television cable service, and similar service wires or lines, which are on-site, abutting, and/or transecting, shall be installed underground. Utility undergrounding shall extend to the nearest off-site power pole; no new poles utility poles shall be installed unless otherwise approved by the City Engineer. A letter from the owners of the affected utilities shall be submitted to the City Engineer prior to approval of the Precise Grading/Paving Plan, informing the City that they have been notified of the City's utility undergrounding requirement and their intent to commence design of utility undergrounding plans. When available, the utility undergrounding plan shall be submitted to the City Engineer identifying all above ground facilities in the area of the project to be undergrounded.</p>					



Project Conditions

City of Rialto

22	5/21/2024			EN19	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
Notes: All damaged, destroyed, or modified pavement legends, traffic control devices, signing, striping, and streetlights, associated with the proposed development shall be replaced in accordance with the City Standard Drawings and as approved by the City Engineer prior to issuance of a Certificate of Occupancy.					
23	5/21/2024			EN20	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
Notes: Construction signing, lighting and barricading shall be provided during all phases of construction in accordance with City Standards and 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.					
24	5/21/2024			EN21	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
Notes: Upon approval of any public improvement plan by the City Engineer, the improvement plan shall be provided 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.					
25	5/21/2024			EN22	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
Notes: Construct 4-inch conduit within the landscape area along the entire project frontage within the right-of-way for future use (i.e., fiber-optics, etc.).					
26	7/9/2024			EN23	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
Notes: Prior to street improvement plan approval, submit a dedication for additional right-of-way and a 7-foot landscape and utility easement on Foothill Boulevard along the entire frontage in accordance with the Foothill Boulevard Specific Plan.					
27	7/9/2024			EN24	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
Notes: Provide a cost estimate for review and approval by the City Engineer and pay an in-lieu fee equal to the estimate for the removal of existing and the construction of any new street pavement with a minimum pavement section of 5 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 half-width street frontage in accordance with City of Rialto Standard Drawings. The estimate shall assume a pavement section using a Traffic Index ("TI") of 10 and using "R" values from the project site.					
28	5/21/2024			EN25	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
Notes: Replace any existing damaged sections of the curb and gutter with an 8-inch curb and gutter along the entire frontage in accordance with City of Rialto Standard Drawings and the General Plan or applicable Specific Plan.					



Project Conditions

City of Rialto

29	5/21/2024			EN26	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Construct Americans with Disabilities Act (ADA) compliant sidewalk improvements behind curb along the entire frontage in accordance with the General Plan, any Specific Plan and the City of Rialto Standard Drawings.</p>					
30	5/21/2024			EN27	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Construct a commercial driveway approach in accordance with City of Rialto Standard Drawings. The driveway approach shall be constructed so the top of "X" is 5 feet from the property line, or as otherwise approved by the City Engineer. Nothing shall be constructed or planted in the corner cut-off area which does or will exceed 30 inches in height required to maintain an appropriate corner sight distance.</p>					
31	7/9/2024			EN28	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Construct a curb ramp that meets current California State Accessibility standards along both sides of the commercial driveway approach. The developer shall ensure that an appropriate path of travel, meeting ADA guidelines, is provided across the driveway, and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines, subject to the approval of the City Engineer. If necessary, additional pedestrian and sidewalk easements shall be provided on-site to construct a path of travel meeting ADA guidelines.</p>					
32	5/21/2024			EN29	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Development of the site is subject to the requirements of the National Pollution Discharge Elimination System (NPDES) Permit for the City of Rialto, under the Santa Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant to the NPDES Permit, the developer shall ensure development of the site incorporates post-construction Best Management Practices ("BMPs") in accordance with the Model Water Quality Management Plan ("WQMP") approved for use for the Santa Ana River Watershed. The developer is advised that applicable Site Design BMPs will be required to be incorporated into the final site design, pursuant to a site specific WQMP submitted to the City Engineer for review and approval.</p>					
33	5/21/2024			EN30	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>The minimum pavement section for all on-site pavements shall be 2½ inches asphalt concrete pavement over 4 inches crushed aggregate base with a minimum subgrade of 24 inches at 95% relative compaction, or equal. If an alternative pavement section is proposed, the proposed 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.</p>					
34	5/21/2024			EN31	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>The developer shall connect to the City of Rialto sewer system and apply for a sewer connection account with Rialto Water services.</p>					



Project Conditions

City of Rialto

35	7/9/2024			EN32	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Submit public sewer improvement plans prepared by a California registered civil engineer to the Public Works Engineering Division. The plans shall be approved by the City Engineer prior to issuance of any building permits. Alternatively, the public sewer improvements can be shown on the public street improvement plans if only sewer laterals are needed. All on-site private sewer plans shall be submitted to the Building and Safety Division for review and approval.</p>					
36	5/21/2024			EN33	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Prior to issuance of a certificate of occupancy or final City approvals, provide certification from Rialto Water Services to demonstrate that all water and/or wastewater service accounts have been documented.</p>					
37	7/9/2024			EN34	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>The developer is advised that domestic water service is provided by Rialto Water Services (RWS). The developer shall be responsible for coordinating with Rialto Water Services and complying with all requirements for establishing domestic water service to the property. Submit public water improvement plans prepared by a California registered civil engineer to the Public Works Engineering Division. The plans shall be approved by the City Engineer prior to issuance of any building permits. Alternatively, the public water improvements can be shown on the public street improvement plans if only sewer laterals are needed. All on-site private sewer plans shall be submitted to the Building and Safety Division for review and approval.</p>					
38	5/21/2024			EN35	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>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).</p>					
39	5/21/2024			EN36	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>The applicant's contractors shall submit copies of recycling tickets demonstrating minimum compliance with construction waste management recycling requirements as well as chain of custody for all construction debris.</p>					



Project Conditions

City of Rialto

40	7/9/2024			EN37	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			

Notes:

The project shall submit civil engineering design plans, reports and/or documents, prepared by a registered/licensed civil engineer, for review and approval by the City Engineer per the current submittal requirements, prior to the indicated threshold or as required by the City Engineer. The first submittal shall consist of, but is not limited to the following:

- a. PRECISE GRADE W/ EROSION CONTROL PLAN (prior to grading permit issuance)
- b. PUBLIC IMPROVEMENT PLAN – plans may include: Street, Signing & Striping, Landscape & Irrigation, Sewer, Water, etc. (prior off-site construction permit issuance or building permit issuance, whichever occurs first)
- c. FINAL DRAINAGE STUDY (prior to grading plan approval)
- d. FINAL WQMP (prior to grading plan approval)
- e. LEGAL DOCUMENTS (e.g. EASEMENT(S), DEDICATION(S), LOT LINE ADJUSTMENT, VACATION, etc.) (prior to Building Permit Issuance or Occupancy Release) – Submit a street dedication and an easement for landscape & utility purposes
- f. AS-BUILT/RECORD DRAWINGS for all plans (prior to occupancy approval)

41	7/9/2024			EN38	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			

Notes:

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 Riverside Avenue; and,
- 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."

42	7/9/2024			EN39	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			

Notes:

Prior to grading plan approval, submit a Final Water Quality Management Plan identifying site-specific Best Management Practices (BMPs) in accordance with the Model Water Quality Management Plan (WQMP) approved for use for the Santa Ana River Watershed. The site specific WQMP shall be submitted to the City Engineer for review and approval with the precise grading plan. The Applicant acknowledges that more area than currently shown on the plans may be required to treat site runoff as required by the WQMP guidance document and FWQMP.

43	7/9/2024			EN40	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			

Notes:

The applicant shall verify and prepare a Notice of Intent (NOI) to comply with the California General Construction Stormwater Permit (Water Quality Order 2009- 0009-DWQ as modified September 2, 2009), if required, via the California Regional Water Quality Control Board online SMARTS system. A copy of the executed letter issuing a Waste Discharge 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.



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City of Rialto

44	7/9/2024			EN41	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Prior to grading plan approval, a WQMP Maintenance Agreement shall be required, obligating the property owner(s) to appropriate operation and maintenance obligations of on-site BMPs constructed pursuant to the approved WQMP.</p>					
45	7/9/2024			EN42	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Prior to grading plan approval, submit a final 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. 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. Hydrology studies shall be prepared in accordance with the San Bernardino County Hydrology Manual and Rialto drainage criteria. 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 volume of increased stormwater runoff to retain on-site shall be determined by comparing the existing pre-developed condition and proposed developed condition, using the 100-year frequency storm.</p>					
46	7/9/2024			EN43	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Prior to grading plan approval, direct release of on-site nuisance water or stormwater runoff shall not be permitted to the adjacent public streets. Provisions for the interception of nuisance water from entering adjacent public streets from the project site shall be provided through the use of a minor storm drain system that collects and conveys nuisance water to landscape or parkway areas, and in only a stormwater runoff condition, pass runoff directly to the streets through parkway or under sidewalk drains.</p>					
47	7/9/2024			EN44	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Prior to issuance of building permit, submit a rough grade certification, engineered fill certification and compaction report pad elevation certifications for all building pads in conformance with the approved precise grading plan, to the Engineering Division. Trenching for footings or construction of any building foundation is not allowed until the certifications have been submitted for review and approval by the City Engineer.</p>					
48	7/9/2024			EN45	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>Prior to occupancy approval, submit a WQMP Certification that demonstrates that all structural BMPs have been constructed and installed in conformance with approved plans and specifications, and as identified in the approved WQMP.</p>					
49	5/21/2024			EN46	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>The applicant shall remove any graffiti within 24 hours, before, during, and post construction.</p>					



Project Conditions City of Rialto

50	5/21/2024			EN47	PPD CONDITION
ENGINEERING DIV		ENGINEERING BUCKET			
<p>Notes:</p> <p>In accordance with the City of Rialto Municipal Code Section 18.72.010, Provision D, inadequately maintained landscaping which is visible from the public street, or right-of-way and which, either alone or in combination with other conditions on the subject property tends to degrade the aesthetic quality of the immediate neighborhood is prohibited.</p>					
51	7/9/2024			EN48	PPD CONDITION
PLANNING DIVISION		ENGINEERING BUCKET			
<p>Notes:</p> <p>Prior to occupancy approval, submit a Precise/Final Grade certification to the Public Works Engineering Division.</p>					
52	7/9/2024			EN49	PPD CONDITION
PLANNING DIVISION		ENGINEERING BUCKET			
<p>Notes:</p> <p>Prior to occupancy approval, submit all as-built plans for review and approval to the Public Works Engineering Division.</p>					

1 SECTION 2. Based on substantial evidence presented to the Planning Commission during
2 the public hearing conducted with regard to PPD No. 2020-0048, including written staff reports,
3 verbal testimony, site plans, other documents, and the conditions of approval stated herein, the
4 Planning Commission hereby determines that PPD No. 2020-0048 satisfies the requirements of
5 Section 18.65.020E of the Rialto Municipal Code pertaining to the findings which must be made
6 precedent to approving a Precise Plan of Design application. The findings are as follows:

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

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

10 The Project, as conditioned herein, will comply with all City ordinances and regulations,
11 including those within the Foothill Boulevard Specific Plan. The Site has a General Plan
12 land use designation of Specific Plan and a zoning designation of Commercial Pedestrian
13 (C-P) within the Foothill Boulevard Specific Plan. Those designations allow for the
14 development of an automated carwash facility with approval of a Precise Plan of Design
 and Conditional Development Permit, which has been filed in conjunction with this project.
 Additionally, the Project meets all of the required development standards of the C-P zone.

- 15 2. The site is physically suitable for the proposed development, and the proposed
16 development will be arranged, designed, constructed, and maintained so that it will
17 not be unreasonably detrimental or injurious to property, improvements, or the health,
18 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

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

20 The zoning of the Site is Commercial Pedestrian (C-P) of the Foothill Boulevard Specific
21 Plan. The project is consistent with the C-P zone, and the existing commercial uses
22 surrounding the project site. The only sensitive use nearby the Site is a church/school
23 across the public alley to the south and the project has been designed not to be detrimental
24 or injurious to surrounding properties. In addition, the project has been reviewed by all of
25 the Departments for compliance with all health, safety, and design requirements to ensure
 the project will significantly enhance the infrastructure and aesthetics of the local
 community.

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

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

1 The project will improve an undeveloped property with desirable improvements that will
2 aesthetically enhance the appearance of the community. Neighboring property uses consist
3 of a neighborhood retail centers, a hardware store, an abandon retail commercial building,
4 and a church/school which are not expected to be negatively impacted by the proposed
5 project. Features and implementation measures, such as screen fencing, property setbacks
6 and site landscaping will serve to physically separate the uses, mitigate any potential
impacts and ensure that there is no interference with neighboring property rights, or any
endanger to the peace, health, safety or welfare of the general public.

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

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

10 A Notice of Exemption has been prepared for the proposed project pursuant to California
11 Environmental Quality Act (CEQA) and the proposed Project will not have negative impacts
12 with the successful implementation of the Conditions of Approval contained herein. The
13 project will improve an undeveloped property with desirable improvements that will
14 aesthetically enhance the appearance of the community with improvements including new
15 light standards, water quality management facilities for storm water runoff, screen walls,
16 landscaping, and missing street improvements for safer vehicle circulation as well as payment
17 of fair-share contribution fee of transportation and development impact fees. Therefore, any
18 potential adverse effects are outweighed by the benefits conferred upon the community and
19 neighborhood as a whole.

20 SECTION 3. The project is categorically exempt from the requirements of the California
21 Environmental Quality Act (CEQA), pursuant to Section 15332, In-fill Development Projects. The
22 Planning Commission directs the Planning Division to file the necessary documentation with the
23 Clerk of the Board of Supervisors for San Bernardino County.

24 SECTION 4. The Planning Commission hereby approves PPD No. 2020-0048, in
25 conjunction with CDP No. 2020-0024, allowing the development of a 4,070 square foot automated
26 carwash facility with associated landscaping, paving, lighting, fencing, and drainage improvements
27 on the Site, in accordance with the plans and application on file with the Planning Division, subject
28 to the following Conditions of Approval:

- 1 1. The approval is granted allowing the development an automated carwash facility on 0.71
2 acres of land (APNs: 0130-051-35 & -44) on the south side of Foothill Boulevard
3 approximately 130 feet east of Sycamore Avenue within the Commercial Pedestrian (C-
4 P) zone of the Foothill Boulevard Specific Plan, subject to the Conditions of Approval
5 contained herein
- 6 2. .The approval of PPD No. 2020-0048 is granted for a one (1) year period from the date of
7 approval. Approval of PPD No. 2020-0048 will not become effective until the applicant
8 has signed a Statement of Acceptance acknowledging awareness and acceptance of the
9 required Conditions of Approval contained herein. Any request for an extension shall be
10 reviewed by the Community Development Director and shall be based on the progress
11 that has taken place toward the development of the project.
- 12 3. The development associated with PPD No. 2020-0048 shall conform to the site plan, floor
13 plans, exterior elevations, conceptual grading plan, and conceptual landscape plan
14 attached hereto as Exhibit A, except as may be required to be modified based on the
15 Conditions of Approval contained herein.
- 16 4. The development associated with PPD No. 2020-0048 shall comply with all Conditions
17 of Approval contained within CDP No. 2020-0024.
- 18 5. The development associated with PPD No. 2020-0048 shall comply with all applicable
19 sections of the Foothill Boulevard Specific Plan, the Rialto Municipal Code, and all other
20 applicable State and local laws and ordinances.
- 21 6. City inspectors shall have access to the site to reasonably inspect the site during normal
22 working hours to assure compliance with these conditions and other codes.
- 23 7. The applicant shall indemnify, protect, defend, and hold harmless, the City of Rialto,
24 and/or any of its officials, officers, employees, agents, departments, agencies, and
25 instrumentalities thereof (collectively, the "City Parties"), from any and all claims,
26 demands, law suits, writs of mandamus, and other actions and proceedings (whether
27 legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative
28 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,

1 fees and/or costs awarded against the City, if any, and (ii) cost of suit, attorneys' fees
2 and other costs, liabilities and expenses incurred in connection with such proceeding
3 whether incurred by applicant, Property owner, or the City and/or other parties
4 initiating or bringing such proceeding (collectively, subparts (i) and (ii) are the
5 "Damages"). Notwithstanding anything to the contrary contained herein, the Applicant
6 shall not be liable to the City Parties under this indemnity to the extent the Damages
7 incurred by any of the City Parties in such Action(s) are a result of the City Parties'
8 fraud, intentional misconduct or gross negligence in connection with issuing the
9 Entitlements. The applicant shall execute an agreement to indemnify, protect, defend,
10 and hold the City harmless as stated herein within five (5) days of approval of PPD No.
11 2020-0048.

- 8 8. In accordance with the provisions of Government Code Section 66020(d)(1), the
9 imposition of fees, dedications, reservations, or exactions for this Project, if any, are
10 subject to protest by the applicant at the time of approval or conditional approval of the
11 Project or within 90 days after the date of the imposition of the fees, dedications,
12 reservations, or exactions imposed on the Project.
- 12 9. Approval of PPD No. 2020-0048 will not be valid until such time that the Planning
13 Commission has approved CDP No. 2020-0024, which was prepared in conjunction with
14 the Project.
- 15 10. The applicant shall install decorative pavement within the driveway connected to Foothill
16 Boulevard. The decorative pavement shall extend across the entire width of the driveway
17 from the property line to the nearest edge of the drive-thru lane. Decorative paving means
18 pavers and/or color stamped concrete. The location of the decorative pavement shall be
19 identified on the Precise Grading Plan prior to the issuance of a grading permit.
20 Additionally, the location and type of decorative pavement shall be identified on the
21 formal Landscape Plan submittal, and other on-site improvement plans, prior to the
22 issuance of building permits.
- 23 11. In order to provide enhanced building design in accordance with Chapter 18.61 (Design
24 Guidelines) of the Rialto Municipal Code, the applicant shall route all drainage
25 downspouts through the interior of the building. The internal downspouts shall be
26 identified within the formal building plan check submittal prior to the issuance of building
27 permits.
- 28 12. In order to provide enhanced building design in accordance with Chapter 18.61 (Design
29 Guidelines) of the Rialto Municipal Code, the applicant shall construct parapet returns, at
30 least five (5) feet in depth from the main wall plane, at all height variations on all four (4)
31 sides of the building. The parapet returns shall be demonstrated on the roof plans within
32 the formal building plan check submittal prior to the issuance of building permits.
- 33 13. In order to provide enhanced building design in accordance with Chapter 18.61 (Design
34 Guidelines) of the Rialto Municipal Code, the applicant shall provide internal roof access

1 only for the building. The internal roof access shall be identified within the formal
2 building plan check submittal prior to the issuance of building permits.

- 3 14. The applicant shall construct one (1) ADA accessible trash enclosure on the project site.
4 The trash enclosure shall provide room for one (1) commercial waste container and one
5 (1) commercial recycling container. The exterior of each trash enclosure shall match the
6 material and base color of the building. Additionally, the trash enclosure shall contain
7 solid steel doors and a flat solid cover. Corrugated metal and chain-link are not acceptable
8 materials to use as a part of the trash enclosure. The location of the trash enclosure shall
9 be identified on the site plan within the formal building plan check prior to the issuance
10 of building permits. An elevation detail for the trash enclosure shall be provided within
11 formal building plan check submittal prior to the issuance of building permits.
- 12 15. The applicant shall install a metal trellis with climbing vine within the landscape planter
13 on the north side of the building to screen electrical room doors. The trellis shall be a
14 minimum height of 7 feet above the adjacent finish grade and shall be installed prior to
15 the issuance of a Certificate of Occupancy.
- 16 16. Prior to the issuance of a Certificate of Occupancy, the applicant shall post signage visible
17 from every vacuum station prohibiting loud music on the premises.
- 18 17. The applicant shall submit a formal Landscape Plan for on-site landscaping to the
19 Planning Division prior to the issuance of building permits. The submittal shall include
20 three (3) sets of planting and irrigation plans, a completed Landscape Plan Review
21 application, and the applicable review fee.
- 22 18. The applicant shall plant a substantial amount of trees, shrubs, and groundcover
23 throughout all land on-site that is not covered by structures, walkways, parking areas, and
24 driveways. Trees shall be planted a minimum of thirty (30) feet on-center, and all shrubs
25 and groundcover shall be planted an average of three (3) feet on-center or less. All trees
26 shall be minimum of fifteen (15) gallons in size upon initial planting, unless otherwise
27 specified herein. At least fifty (50) percent of the trees shall consist of evergreen broadleaf
28 trees, while the remaining percentage may consist of broadleaf deciduous trees and/or
palm trees. All shrubs shall 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.
19. The applicant shall install a minimum of one (1) twenty-four (24) inch box tree every
thirty (30) linear feet within the perimeter landscape planters. All on-site tree species shall
consist of evergreen broadleaf trees. The trees shall be identified on the formal Landscape
Plan submittal prior to the issuance of building permits. All landscaping shall be
maintained in good condition at all times.

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20. The applicant shall provide parkway treatments within the public right-of-way along the entire project frontage of Foothill Boulevard, in accordance with Exhibit 4.7 of the Foothill Boulevard Specific Plan. Tree wells and permeable pavers shall be installed within a two and one-half (2 ½) foot wide parkway strip along Foothill Boulevard. The tree wells shall be separated by forty (40) feet on-center. Permeable pavers shall be installed within the remainder of the parkway strip. The parkway treatments shall be identified on the Precise Grading Plan and street improvement plan prior to the issuance of a grading permit.
 21. The applicant shall plant one (1) tree in each tree well within the parkway along Foothill Boulevard. All trees within the parkway shall be a minimum of twenty-four (24) gallons in size, upon initial planting. The street tree species for Foothill Boulevard is the Lagerstroemia Indica x. Fauriei Muskogee "Lavender Crape Myrtle". The trees shall be identified on the formal Landscape Plan submittal prior to the issuance of a landscape permit.
 22. The applicant shall plant a row of shrubs at the rear of the landscape setback along Foothill Boulevard for the purpose of creating a solid hedge to screen vehicles within the Site. All of the 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. Thereafter, the shrubs shall be permanently irrigated and maintained into a continuous box-shape along the entire length of the drive-thru lane with a height of no less than three and one-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.
 23. 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. Thereafter, the equipment and utility box screen shrubs shall be permanently irrigated and maintained into a continuous box-shape with a height of no less than three and one-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.
 24. All planting and irrigation shall be installed on-site in accordance with the approved landscape plans and permit prior to the issuance of a Certificate of Occupancy. The installation of the planting and irrigation shall be certified in writing by the landscape architect responsible for preparing the landscape plans prior to the issuance of a Certificate of Occupancy.
 25. The applicant shall install signage throughout the Site informing drivers that idling of vehicles long than five (5) consecutive minutes is not permitted, as required by the South Coast Air Quality Management District, prior to the issuance of a Certificate of Occupancy.

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2 26. Any wrought-iron fencing and/or sliding gates shall be painted black prior to the issuance
3 of a Certificate of Occupancy.
- 4 27. All non-glass doors shall be painted to match the color of the adjacent wall prior to the
5 issuance of a Certificate of Occupancy.
- 6 28. All signage shall comply with Section 18.102 (Regulation of Signs) of the Rialto
7 Municipal Code.
- 8 29. All light standards, including the base, shall have a maximum height of twenty-five (25)
9 feet, as measured from the finished surface. Lighting shall be shielded and/or directed
10 toward the site so as not to produce direct glare or "stray light" onto adjacent properties.
11 All light standards shall be identified on the site plan and a detail indicating the height
12 shall be included within the formal building plan check submittal prior to the issuance of
13 building permits.
- 14 30. Where access to or within a structure area is restricted because of secured openings and
15 immediate access is necessary for life saving or fire fighting purposes, a Key Box is to be
16 installed in an accessible location(s) and gates, as approved by the Fire Department. The
17 Key Box shall be of a type approved by the Fire Department.
- 18 31. The Developer or General Contractor shall identify each contractor and subcontractor
19 hired to work at the job site on the Contractor Sublist form and return it to the Business
20 License Division with a Business License application and the Business License tax fee
21 based on the Contractors tax rate for each contractor listed on the form.
- 22 32. Prior to issuance of a Certificate of Occupancy, a Business License tax shall be paid based
23 on the following tax rate: Distribution Centers.
- 24 33. The applicant shall illuminate all alleyways, driveways, and uncovered parking areas with
25 a minimum of 1.5-foot candles (at surface level) of light during the hours of darkness.
26 Lighting shall be designed/constructed in such a manner as to automatically turn on at
27 dusk and turn off at dawn.
- 28 34. The applicant shall design/construct all lighting fixtures and luminaries, including
supports, poles and brackets, in such a manner as to resist vandalism and/or destruction
by hand.
35. The applicant shall install exterior security cameras at the location that cover the entire
Site, prior to the issuance of a Certificate of Occupancy. The security cameras shall be
accessible to the Rialto Police Department via FususONE web application.
36. The applicant shall comply with all conditions of approval for PPD No. 2020-0048 to the
satisfaction of the City Engineer, prior to the issuance of a Certificate of Occupancy.

- 1
- 2 37. The applicant shall pay all applicable development impact fees in accordance with the
- 3 current City of Rialto fee ordinance, including any Transportation and Traffic Fair
- 4 Share Contribution fees, prior to issuance of a building permit.
- 5
- 6 38. The applicant shall submit a Precise Grading/Paving Plan prepared by a California
- 7 registered civil engineer to the Public Works Engineering Division for review and
- 8 approval. The Grading Plan shall be approved by the City Engineer prior to the issuance
- 9 of any building permit.
- 10
- 11 39. The applicant shall submit a Geotechnical/Soils Report, prepared by a California
- 12 registered Geotechnical Engineer, for and incorporated as an integral part of the grading
- 13 plan for the proposed development. A copy of the Geotechnical/Soils Report shall be
- 14 submitted to the Public Works Engineering Division with the first submittal of the
- 15 Precise Grading Plan.
- 16
- 17 40. Prior to the issuance of Grading/On-site Construction Permit, the developer shall apply
- 18 and complete the Special District Annexation for the public street lighting and the
- 19 public landscape and irrigation into the Landscape and Lighting Maintenance District
- 20 2 (LLMD2), including applicable specific plan required landscape easement areas,
- 21 parkway areas, and raised medians along the property frontage.
- 22
- 23 41. Any dry utility improvements within the public right-of-way require a City of Rialto
- 24 Encroachment Permit.
- 25
- 26 42. A single master Off-site Construction Permit is required for any street, wet utility,
- 27 landscape and irrigation, and traffic signal improvements along the project frontage
- 28 within 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 along the project
- frontage in the public right-of-way i.e. sewer, water, overhead, underground, etc. prior
- to the issuance of Off-site Construction 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 developer's contactor.
43. Submit California registered civil engineer prepared Street Improvement plans to the
- Engineering Division of Public Works for review and approval. The street
- improvement plans shall be approved concurrently with any streetlight, landscape and
- irrigation, and traffic signal plans unless otherwise approved by the City Engineer. The
- Street Improvement plans shall be approved by the City Engineer prior to issuance of
- any building permits.
44. Submit Traffic Striping/Signage plans prepared by a California registered Civil
- Engineer for review and approval by the City Engineer, as may be required for frontage
- improvements within the right-of-way. All required traffic striping and signage
- improvements shall be completed concurrently with required street improvements, to

1 the satisfaction of the City Engineer and prior to issuance of a Building Permit. All
2 Traffic Striping Improvements shall be made in thermoplastic material.

3 45. The applicant shall submit off-site landscaping and irrigation system improvement plans
4 and a landscape maintenance agreement for the project frontage within the right-of-way
5 for review and approval at the time of first (1st) public improvement plan submittal to the
6 Public Works Department.

7 46. All applicable landscape easement and parkway landscaping shall be guaranteed for a
8 period of one year from the date of acceptance by the City Engineer. Any landscaping
9 that fails during the one year landscape maintenance period shall be replaced with
10 similar plant material to the satisfaction of the City Engineer, and shall be subject to a
11 subsequent one year landscape maintenance period.

12 47. All proposed trees within the public right-of-way and within 10 feet of the public
13 sidewalk and/or curb shall have City approved deep root barriers installed in
14 accordance with the Public Works Landscape and Irrigation Guidelines or as approved
15 by the City Engineer.

16 48. If required by the City's spacing requirements, all new street lights shall be installed on
17 an independently metered, City-owned underground electrical system. The developer
18 shall be responsible for applying with Southern California Edison ("SCE") for all
19 appropriate service points and electrical meters. New meter pedestals shall be installed,
20 and electrical service paid by the developer.

21 49. The developer is responsible for requesting from the Public Works Department any
22 addresses needed for any building(s) and/or any electrical single/dual irrigation meter
23 pedestal(s). The main building address shall be included on Precise Grading Plans and
24 Building Plan set along with the PPD number. The electrical meter pedestal addresses
25 (single or dual) shall be included in the public improvement plans.

26 50. All street cuts for utilities shall be repaired in accordance with City Standard SC-231
27 within 72 hours of completion of the utility work; and any interim trench repairs shall
28 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.

51. In accordance with City Ordinance No. 1589, adopted to preserve newly paved streets,
any and all street and/or trench cuts in newly paved streets will be subject to
moratorium street repair standards as reference in Section 11.04.145 of the Rialto
Municipal Code.

- 1 52. Any and all utility trenches or other excavations within existing asphalt concrete
2 pavement of off-site streets resulting from the proposed development shall be
3 backfilled and repaired in accordance with City of Rialto Standard Drawings. The
4 developer shall be responsible for removing, grinding, paving and/or overlaying
5 existing asphalt concrete pavement of off-site streets including pavement repairs in
6 addition to pavement repairs made by utility companies for utilities installed for the
7 benefit of the proposed development (i.e. Rialto Water Services, Southern California
8 Edison, Southern California Gas Company, Spectrum, etc.). Multiple excavations,
9 trenches, and other street cuts within existing asphalt concrete pavement of off-site
10 streets resulting from the proposed development may require complete grinding and
11 asphalt concrete overlay of the affected off-site streets, at the discretion of the City
12 Engineer. The pavement condition of the existing off-site streets shall be returned to a
13 condition equal to or better than what existed prior to construction of the proposed
14 development.
- 15 53. In accordance with Chapter 15.32 of the City of Rialto Municipal Code, all existing
16 electrical distribution lines of sixteen thousand volts or less and overhead service drop
17 conductors, and all telephone, television cable service, and similar service wires or
18 lines, which are on-site, abutting, and/or transecting, shall be installed underground.
19 Utility undergrounding shall extend to the nearest off-site power pole; no new poles
20 utility poles shall be installed unless otherwise approved by the City Engineer. A letter
21 from the owners of the affected utilities shall be submitted to the City Engineer prior
22 to approval of the Precise Grading/Paving Plan, informing the City that they have been
23 notified of the City's utility undergrounding requirement and their intent to commence
24 design of utility undergrounding plans. When available, the utility undergrounding
25 plan shall be submitted to the City Engineer identifying all above ground facilities in
26 the area of the project to be undergrounded.
- 27 54. All damaged, destroyed, or modified pavement legends, traffic control devices,
28 signing, striping, and street lights, associated with the proposed development shall be
replaced in accordance with the City Standard Drawings and as approved by the City
Engineer prior to issuance of a Certificate of Occupancy.
55. Construction signing, lighting and barricading shall be provided during all phases of
construction in accordance with City Standards and 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.
56. Upon approval of any public improvement plan by the City Engineer, the improvement
plan shall be provided 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.

- 1 57. Construct 4-inch conduit within the landscape area along the entire project frontage
2 within the right-of-way for future use (i.e., fiber-optics, etc.).
- 3 58. Dedicate additional right-of-way along the entire frontage as may be required to
4 provide a property line at ultimate right-of-way of 60-feet from street centerline along
5 Riverside Avenue.
- 6 59. Provide a cost estimate for review and approval by the Public Works Direction and pay
7 an in-lieu fee equal to the estimate for the removal of existing and the construction of
8 any new street pavement with a minimum pavement section of 5 inches asphalt
9 concrete pavement over 6 inches crushed aggregate base with a minimum subgrade of
10 24 inches at 95% relative compaction, or equal, along the entire half-width street
11 frontage in accordance with City of Rialto Standard Drawings. The estimate shall
12 assume a pavement section using a Traffic Index ("TI") of 10 and using "R" values
13 from the project site.
- 14 60. Replace any existing damaged sections of the curb and gutter with an 8-inch curb and
15 gutter along the entire frontage in accordance with City of Rialto Standard Drawings
16 and the General Plan or applicable Specific Plan.
- 17 61. Construct Americans with Disabilities Act (ADA) compliant sidewalk improvements
18 behind curb along the entire frontage in accordance with the General Plan, any Specific
19 Plan and the City of Rialto Standard Drawings.
- 20 62. Construct a commercial driveway approach in accordance with City of Rialto Standard
21 Drawings. The driveway approach shall be constructed so the top of "X" is 5 feet from
22 the property line, or as otherwise approved by the City Engineer. Nothing shall be
23 constructed or planted in the corner cut-off area which does or will exceed 30 inches in
24 height required to maintain an appropriate corner sight distance.
- 25 63. Construct a curb ramp meeting current California State Accessibility standards along
26 both sides of the commercial driveway approach. The developer shall ensure that an
27 appropriate path of travel, meeting ADA guidelines, is provided across the driveway,
28 and shall adjust the location of the access ramps, if necessary, to meet ADA guidelines,
subject to the approval of the City Engineer. If necessary, additional pedestrian and
sidewalk easements shall be provided on-site to construct a path of travel meeting ADA
guidelines.
64. Development of the site is subject to the requirements of the National Pollution
Discharge Elimination System (NPDES) Permit for the City of Rialto, under the Santa
Ana Regional Water Quality Control Board, Board Order No. R8-2010-0036. Pursuant
to the NPDES Permit, the developer shall ensure development of the site incorporates
post-construction Best Management Practices ("BMPs") in accordance with the Model
Water Quality Management Plan ("WQMP") approved for use for the Santa Ana River
Watershed. The developer is advised that applicable Site Design BMPs will be required

1 to be incorporated into the final site design, pursuant to a site specific WQMP submitted
2 to the City Engineer for review and approval.

3 65. The minimum pavement section for all on-site pavements shall be 2½ inches asphalt
4 concrete pavement over 4 inches crushed aggregate base with a minimum subgrade of
5 24 inches at 95% relative compaction, or equal. If an alternative pavement section is
6 proposed, the proposed pavement section shall be designed by a California registered
7 Geotechnical Engineer using "R" values from the project site and submitted to the City
8 Engineer for approval.

9 66. The developer shall connect to the City of Rialto sewer system and apply for a sewer
10 connection account with Rialto Water services.

11 67. Submit sewer improvement plans prepared by a California registered civil engineer to
12 the Engineering Division. The plans shall be City Engineer approved prior to issuance
13 of any building permits.

14 68. Prior to issuance of a certificate of occupancy or final City approvals, provide
15 certification from Rialto Water Services to demonstrate that all water and/or
16 wastewater service accounts have been documented.

17 69. The developer is advised that domestic water service is provided by Rialto Water
18 Services. The developer shall be responsible for coordinating with Rialto Water
19 Services and complying with all requirements for establishing domestic water service
20 to the property.

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

24 71. The applicant's contractors shall submit copies of recycling tickets demonstrating
25 minimum compliance with construction waste management recycling requirements as
26 well as chain of custody for all construction debris.

27 72. The applicant shall submit a Precise Grading Plan prepared by a California registered
28 civil engineer for review and approval. The Precise Grading/Paving Plan shall be
approved by the City Engineer prior to issuance of a building permit.

73. 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 Riverside Avenue; and,

1 c. Post dust control signage with the following verbiage: "Project Name, WDID No.,
2 IF YOU SEE DUST COMING FROM THIS PROJECT CALL: NAME (XXX)
3 XXX-XXX, If you do not receive a response, please call the AQMD at 1-800-
4 CUT-SMOG/1-800-228-7664."

4 74. The applicant shall submit a Water Quality Management Plan identifying site specific
5 Best Management Practices ("BMPs") in accordance with the Model Water Quality
6 Management Plan ("WQMP") approved for use for the Santa Ana River Watershed. The
7 site specific WQMP shall be submitted to the City Engineer for review and approval with
8 the Grading Plan. A WQMP Maintenance Agreement shall be required, obligating the
9 property owner(s) to appropriate operation and maintenance obligations of on-site BMPs
10 constructed pursuant to the approved WQMP. The WQMP and Maintenance Agreement
11 shall be approved prior to the issuance of any building permit and shall be recorded at the
12 San Bernardino County Recorder's Office prior to the issuance of a Certificate of
13 Occupancy.

11 75. The applicant shall prepare a Notice of Intent (NOI) to comply with the California General
12 Construction Stormwater Permit (Water Quality Order 2009-0009-DWQ as modified
13 September 2, 2009) is required via the California Regional Water Quality Control Board
14 online SMARTS system. A copy of the executed letter issuing a Waste Discharge
15 Identification (WDID) number shall be provided to the City Engineer prior to issuance of
16 a grading or building permit. The applicant's contractor shall prepare and maintain a
17 Storm Water Pollution Prevention Plan ("SWPPP") as required by the General
18 Construction Permit. All appropriate measures to prevent erosion and water pollution
19 during construction shall be implemented as required by the SWPPP.

17 76. A California registered Geotechnical Engineer prepared Geotechnical/Soils Report
18 shall be required for and incorporated as an integral part of the grading/paving plan and
19 WQMP for the proposed development. A copy of the Geotechnical/Soils Report shall
20 be submitted to the Engineering Division with the first submittal of the Precise
21 Grading/Paving Plan.

21 77. All stormwater runoff passing through the site shall be accepted and conveyed across the
22 property in a manner acceptable to the City Engineer. For all stormwater runoff falling
23 on the site, on-site retention or other facilities approved by the City Engineer shall be
24 required to contain the increased stormwater runoff generated by the development of the
25 property. Provide a hydrology study to determine the volume of increased stormwater
26 runoff due to development of the site, and to determine required stormwater runoff
27 mitigation measures for the proposed development. Final retention basin sizing and other
28 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
volume of increased stormwater runoff to retain on-site shall be determined by comparing
the existing "pre-developed" condition and proposed "developed" condition, using the
100-year frequency storm.

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- 2 78. Direct release of on-site nuisance water or stormwater runoff shall not be permitted to the
- 3 adjacent public streets. Provisions for the interception of nuisance water from entering
- 4 adjacent public streets from the project site shall be provided through the use of a minor
- 5 storm drain system that collects and conveys nuisance water to landscape or parkway
- 6 areas, and in only a stormwater runoff condition, pass runoff directly to the streets through
- 7 parkway or under sidewalk drains. All on-site and off-site designs must comply with
- 8 NPDES stormwater regulations.
- 9
- 10 79. The applicant shall provide pad elevation certifications for all building pads in
- 11 conformance with the approved Precise Grading Plan to the Engineering Division prior
- 12 to construction of any building foundation.
- 13
- 14 80. Prior to issuance of a certificate of occupancy or final City approvals, the applicant shall
- 15 demonstrate that all structural BMP's have been constructed and installed in conformance
- 16 with approved plans and specifications, and as identified in the approved WQMP.
- 17
- 18 81. The applicant shall remove any graffiti within 24 hours, before, during, and post
- 19 construction.
- 20
- 21 82. In accordance with the City of Rialto Municipal Code Section 18.72.010, Provision D,
- 22 inadequately maintained landscaping which is visible from the public street, or right-
- 23 of-way and which, either alone or in combination with other conditions on the subject
- 24 property tends to degrade the aesthetic quality of the immediate neighborhood is
- 25 prohibited.
- 26
- 27 83. All provisions and requirements determined and approved at the City of Rialto
- 28 Transportation Commission's March 6, 2020 meeting are incorporated herein,
- referencing Transportation Commission Item 20-0204.
84. The applicant shall design the structure 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.
85. The applicant shall design all structures to withstand ultimate wind speed of 130 miles per hour, exposure C and seismic zone D.
86. As applicable, 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.
87. 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

1 the Building Division: (A) Installation of a construction trailer, or, (B) Security fencing
2 around the area where the electrical power will be located.

3 88. The applicant shall install any permitted temporary construction trailer on private
4 property. No trailers are allowed to be located within the public right-of-way.

5 89. The applicant shall design and construct accessible paths of travel from the building's
6 accessible entrances to the public right-of-way, accessible parking, and the trash
7 enclosure. Paths of travel shall incorporate (but not limited to) exterior stairs, landings,
8 walks and sidewalks, pedestrian ramps, curb ramps, warning curbs, detectable warning,
9 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.

10 90. Prior to issuance of a Building Permit all of the following must be in place on the Site: a
11 portable toilet with hand wash station, all BMP's, fencing and signage on each adjacent
12 street saying "If there is any dust or debris coming from this site please contact
13 (superintendent number here) or the AQMD if the problem is not being resolved" or
something similar to this.

14 91. The applicant shall provide temporary toilet facilities for the construction workers. The
15 toilet facilities shall always be maintained in a sanitary condition. The construction toilet
facilities of the non-sewer type shall conform to ANSI ZA.3.

16 92. All on site utilities shall be underground to the new proposed structure, unless prior
17 approval has been obtained by the utility company or the City.

18 93. Prior to issuance of Building Permits, site grading final and pad certifications shall be
19 submitted to the Building Division, which include elevation, orientation, and compaction.
The certifications are required to be signed by the engineer of record.

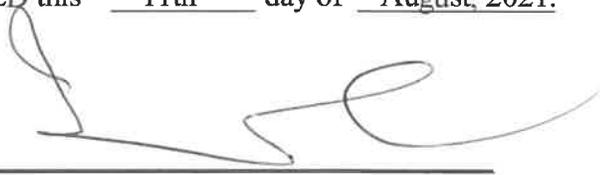
20 94. The applicant shall provide proof of payment to the Rialto Unified School District for all
21 required school fees, prior to the issuance of a building permit.

22 95. The applicant shall obtain all necessary approvals and operating permits from all Federal,
23 State and local agencies prior to the issuance of a Certificate of Occupancy.

24 96. Approval of PPD No. 2020-0048 will not become effective until the applicant has signed
25 a statement acknowledging awareness and acceptance of the required conditions of
26 approval contained herein.

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

1 PASSED, APPROVED AND ADOPTED this 11th day of August, 2021.

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4 FRANK GONZALEZ, CHAIR
5 CITY OF RIALTO PLANNING COMMISSION

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22 STATE OF CALIFORNIA)
23 COUNTY OF SAN BERNARDINO) ss
24 CITY OF RIALTO)

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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. 2021-37 was duly passed and adopted at a regular meeting of the
7 Planning Commission of the City of Rialto held on the 11th day of August 2021.

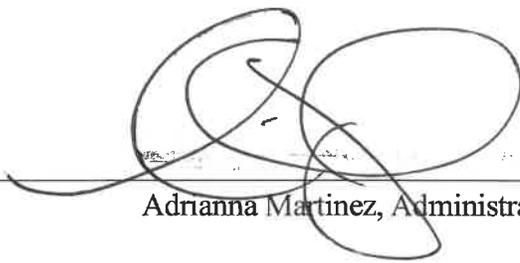
8 Upon motion of Vice Chair Jerry Gutierrez, second by Commissioner Dale Estvander the
9 foregoing Resolution No. 2021-37 was duly passed and adopted.

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Vote on the motion:

AYES: 7
NOES: 0
ABSENT:

IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
Rialto this 11th day of August 2021.



Adrianna Martinez, Administrative Assistant

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

3 SECTION 2. Based on substantial evidence presented to the Planning Commission during
4 the public hearing conducted with regard to CDP No. 2020-0024, including written staff reports,
5 verbal testimony, site plans, other documents, and the conditions of approval stated herein, the
6 Planning Commission hereby determines that CDP No. 2020-0024 satisfies the requirements of
7 Section 18.66.020 of the Rialto Municipal Code pertaining to the findings which must be made
8 precedent to granting a conditional development permit. The findings are as follows:

- 9 1. The proposed use is deemed essential or desirable to provide a service or facility
10 which will contribute to the convenience or general well-being of the neighborhood
 or community; and

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

12 The project will improve an undeveloped property with desirable improvements that will
13 aesthetically enhance the appearance of the community and contribute to general well-being
14 of the community. Improvements include a new 4,070 square foot building with carwash
15 tunnel, vacuum stations and associated landscaping buffering, paving, lighting and missing
16 street improvements for safer vehicle circulation. The implementation of the project's
17 Conditions of Approval will ensure that there is no interference with of the neighborhood
18 or.

- 19 2. The proposed use will not be detrimental or injurious to health, safety, or general
20 welfare of persons residing or working in the vicinity; and

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

22 The zoning of the Site is Commercial Pedestrian (C-P) within the Foothill Boulevard
23 Specific Plan. The Project is consistent with the C-P zone and the surrounding commercial
24 land uses in the vicinity. The nearest sensitive use is a church private school located to the
25 south of the project site, across the public alley. Surrounding land uses consist of a local
26 hardware store and self-service hand carwash to the north, across Foothill Boulevard, an
27 existing neighborhood commercial center to the west at the intersection Sycamore Avenue
28 and Foothill Boulevard and a vacant commercial building to the east. These land uses are
 not expected to be negatively impacted by the proposed project, since features and
 measures, such as screen fencing, property setbacks and site landscaping will serve to
 physically separate the uses mitigating any potential impacts.

3. The site for the proposed use is adequate in size, shape, topography, accessibility and
 other physical characteristics to accommodate the proposed use in a manner
 compatible with existing land uses; and

1
2 *This finding is supported by the following facts:*

3 The Project Site is rectangular in shape, consists of two (2) parcels of land totaling 0.71 acres
4 in size with approximate average dimensions of 175 feet (east-west) by 182 feet (north-south).
5 Access to the site will be located on Foothill Boulevard through a thirty-five (35) foot wide
6 main driveway located in the center of the site to provide the maximum distance between the
7 two existing driveways on adjacent properties.

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12 4. The site has adequate access to those utilities and other services required for the
13 proposed use; and

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

15 The Project Site is a vacant parcel of land that is surrounded by existing development and has
16 adequate access to all utilities and services required to install improvements such as lighting
17 and irrigation as part of the proposed Project.

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22 5. The proposed use will be arranged, designed, constructed, and maintained so as it will
23 not be injurious to property or improvements in the vicinity or otherwise be
24 inharmonious with the General Plan and its objectives, or any zoning ordinances; and

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

26 The use is consistent with the C-P zone. The Project, as submitted, meets or exceeds the
27 applicable development criteria of the C-P zone and the design criteria contained in Chapter
28 18.61 (Design Guidelines) of the RMC. Furthermore, the Site will be aesthetically
enhanced with new street improvements, landscaping and screening that complies with the
City's Design Guidelines.

6. Any potential adverse effects upon the surrounding properties will be minimized to
every extent practical and any remaining adverse effects shall be outweighed by the
benefits conferred upon the community or neighborhood as a whole.

This finding is supported by the following facts:

The nearest sensitive use is a church/private school located to the south of the project site,
across the public alley. The surrounding land uses are not expected to be negatively
impacted by the proposed project, since features and measures, such as screen fencing,
property setbacks and site landscaping will serve to physically separate the uses and
mitigate any potential impacts. Additionally, conditions of approval include restricting the
hours of operation for the car wash, requiring signage and enforcement prohibiting loud
music on-site, as well as requiring kiosk audio system to be directed away from the nearby
sensitive uses. Potential Project impacts will be mitigated to a level of insignificance with
the successful implementation of the Conditions of Approval contained herein. The project
will improve an undeveloped property with desirable improvements that will aesthetically

1 enhance the appearance of the community with improvements including a new 4,070
2 square foot building with office and carwash tunnel, vacuum stations and associated
3 landscaping buffering, paving, lighting and missing street improvements for safer vehicle
4 circulation as well as payment of in lieu fee for median and development impact fees.
Therefore, any potential adverse effects are outweighed by the benefits conferred upon the
community and neighborhood as a whole.

5 SECTION 3. The project is categorically exempt from the requirements of the California
6 Environmental Quality Act (CEQA), pursuant to Section 15332, In-fill Development Projects. The
7 Planning Commission directs the Planning Division to file the necessary documentation with the
8 Clerk of the Board of Supervisors for San Bernardino County.

9 SECTION 4. CDP No. 2020-0024 is granted to Zubin Laiwalla, in accordance with the plans
10 and application on file with the Planning Division, subject to the following conditions:

- 11 1. The applicant is granted CDP No. 2020-0024 allowing the development and operation of
12 an automated carwash on 0.71 acres of land (APNs: 0130-051-35 & -44) located on the
13 south side of Foothill Boulevard approximately 130 feet east of Sycamore Avenue within
14 the Commercial Pedestrian (C-P) zone of the Foothill Boulevard Specific Plan, as shown
15 on the plans submitted to the Planning Division dated July 29, 2021, and as approved by
16 the Planning Commission. If the Conditions of Approval specified herein are not satisfied
or otherwise completed, the project shall be subject to revocation.
- 17 2. City inspectors shall have access to the site to reasonably inspect the site during normal
18 working hours to assure compliance with these conditions and other codes.
- 19 3. The applicant shall indemnify, protect, defend, and hold harmless, the City of Rialto,
20 and/or any of its officials, officers, employees, agents, departments, agencies, and
21 instrumentalities thereof (collectively, the "City Parties"), from any and all claims,
22 demands, law suits, writs of mandamus, and other actions and proceedings (whether
23 legal, equitable, declaratory, administrative or adjudicatory in nature), and alternative
24 dispute resolutions procedures (including, but not limited to arbitrations, mediations,
25 and other such procedures), (collectively "Actions"), brought against the City, and/or
26 any of its officials, officers, employees, agents, departments, agencies, and
27 instrumentalities thereof, that challenge, attack, or seek to modify, set aside, void, or
28 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,

1 protect, defend, and hold the City harmless shall include, but not limited to (i) damages,
2 fees and/or costs awarded against the City, if any, and (ii) cost of suit, attorneys' fees
3 and other costs, liabilities and expenses incurred in connection with such proceeding
4 whether incurred by applicant, Property owner, or the City and/or other parties
5 initiating or bringing such proceeding (collectively, subparts (i) and (ii) are the
6 "Damages"). Notwithstanding anything to the contrary contained herein, the Applicant
7 shall not be liable to the City Parties under this indemnity to the extent the Damages
8 incurred by any of the City Parties in such Action(s) are a result of the City Parties'
9 fraud, intentional misconduct or gross negligence in connection with issuing the
10 Entitlements. The applicant shall execute an agreement to indemnify, protect, defend,
11 and hold the City harmless as stated herein within five (5) days of approval of CDP No.
12 2020-0024.

- 13 4. In accordance with the provisions of Government Code Section 66020(d)(1), the
14 imposition of fees, dedications, reservations, or exactions for this Project, if any, are
15 subject to protest by the applicant at the time of approval or conditional approval of the
16 Project or within 90 days after the date of the imposition of the fees, dedications,
17 reservations, or exactions imposed on the Project.
- 18 5. All operations on the Site shall only be conducted between the hours of 7:00 a.m. to 8:00
19 p.m. seven (7) days a week.
- 20 6. The applicant shall install the kiosk so that the audio speaker is directed away from the
21 south property line. The angle of the kiosk shall be demonstrated on the plans within the
22 formal building plan check submittal prior to the issuance of a building permit.
- 23 7. The applicant shall obtain all necessary approvals and operating permits from all Federal,
24 State, and local agencies and provide proof thereof to the City prior to the issuance of a
25 Certificate of Occupancy.
- 26 8. The privileges granted by the Planning Commission pursuant to approval of this
27 Conditional Development Permit are valid for one (1) year from the effective date of
28 approval. If the applicant fails to commence the project within one year of said
effective date, this conditional development permit shall be null and void and any
privileges granted hereunder shall terminate automatically. If the applicant or his or
her successor in interest commence the project within one year of the effective date of
approval, the privileges granted hereunder will continue inured to the property as long
as the property is used for the purpose for which the conditional development permit
was granted, and such use remains compatible with adjacent property uses.
9. Approval of CDP No. 2020-0024 will not become effective until the applicant has signed
a statement acknowledging awareness and acceptance of the required conditions of
approval contained herein.
10. In the event, that any operation on the Site is found to be objectionable or incompatible
with the character of the City and its environs due to excessive noise, excessive traffic,

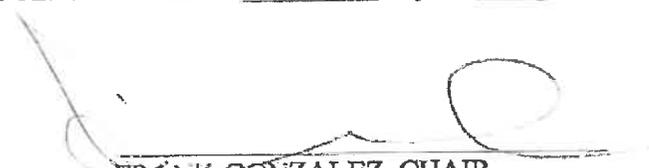
1 loitering, criminal activity or other undesirable characteristics including, but not strictly
2 limited to, uses which are or have become offensive to neighboring property or the goals
3 and objectives of the Commercial Pedestrian (C-P) zone of the Foothill Boulevard
4 Specific Plan and the City's General Plan, the applicant shall address the issues within
5 forty-eight (48) hours of being notified by the City.

6 11. If the applicant fails to comply with any of the conditions of approval placed upon CDP
7 No. 2020-0024 and PPD No. 2020-0048, the Planning Commission may initiate
8 proceedings to revoke the conditional development permit in accordance with the
9 provisions of Sections 18.66.070 through 18.66.090, inclusive, of the Rialto Municipal
10 Code. Conditional Development Permit No. 2020-0024 may be revoked, suspended or
11 modified in accordance with Section 18.66.070 of the Zoning Ordinance at the
12 discretion of the Planning Commission if:

- 13 a. The use for which such approval was granted has ceased to exist, been
14 subsequently modified, or has been suspended for six (6) months or more;
- 15 b. Any of the express conditions or terms of such permit are violated;
- 16 c. The use for which such approval was granted becomes or is found to be
17 objectionable or incompatible with the character of the City and its environs due
18 to excessive noise, excessive traffic, loitering, criminal activity or other
19 undesirable characteristics including, but not strictly limited to uses which are or
20 have become offensive to neighboring property or the goals and objectives of the
21 Commercial Pedestrian (C-P) zone of the Foothill Boulevard Specific Plan, and
22 the City's General Plan.

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

25 PASSED, APPROVED AND ADOPTED this 11th day of August, 2021.

26 
27 FRANK GONZALEZ, CHAIR
28 CITY OF RIALTO PLANNING COMMISSION

29 STATE OF CALIFORNIA)
30 COUNTY OF SAN BERNARDINO) ss
31 CITY OF RIALTO)

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. 2021-36 was duly passed and adopted at a regular meeting of the
7 Planning Commission of the City of Rialto held on the 11th day of August 2021.

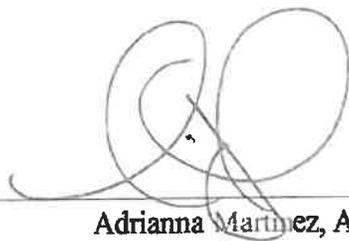
8 Upon motion of Vice Chair Jerry Gutierrez, second by Commissioner Dale Estvander the
9 foregoing Resolution No. 2021-36 was duly passed and adopted.

10
11 Vote on the motion:

- 12 AYES: 7
- 13 NOES: 0
- 14 ABSENT:

15 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
16 Rialto this 11th day of August 2021.

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Adrianna Martinez, Administrative Assistant

Quick Quack Car Wash 44-346 Rialto

**Quick Quack Car Wash
(DEVELOPER)**

ENVIRONMENTAL WARRANTY

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

1. Neither the property to be dedicated nor Developer are in violation of any environmental law, and neither the property to be dedicated nor the Developer 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 Developer nor any other person with Developer'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. Developer 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. Developer'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 Developer hereby represents and warrants, that the signators hereto have the legal power, right and authority to execute this warranty on behalf of the Developer 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 Developer'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 Developer to the City of Rialto.

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

Dated: February 19, 2026

DEVELOPER*

Quick Quack Car Wash
Holdings, LLC
A Delaware Limited Liability
Company

By: 

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

ACKNOWLEDGMENT

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.

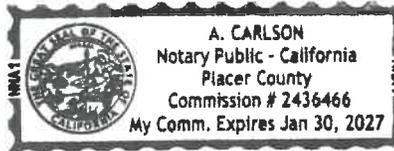
State of California
County of Placer)

On 02/19/2026 before me, A. Carlson, Notary Public
(insert name and title of the officer)

personally appeared Tracy Delgado,
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 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  (Seal)