



# City of Rialto

## Legislation Text

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**File #:** 18-765, **Version:** 1

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For City Council Meeting [August 14, 2018]

TO: Honorable Mayor and City Council

APPROVAL: Ahmad R. Ansari, Interim City Administrator

FROM: Robb Steel, Assistant City Administrator/Development Services Director

Request City Council to Approve the Declaration of Covenants, Conditions, and Restrictions to Install Street Improvements, Landscaping and Tubular Fencing Upon Notice by and between the City of Rialto and Bob Zadina Trucking, Inc. for a Property at 2010 Stonehurst Drive.

**(ACTION)**

**BACKGROUND:**

In 2017, Mobile Mini ("User") submitted a Precise Plan of Design (PPD 2504) application for a sea container storage yard, to include a 4,440 square foot maintenance canopy/forklift storage area, a 2,160 square foot modular office, a 950 square foot modular office, and associated paving, lighting, fencing, and landscaping on 8.10 gross acres of land owned by Bob Zadina Trucking, Inc. ("Owner") located on the north side of Stonehurst Drive approximately 530 feet west of Locust Avenue (APNs: 1133-061-04 & 1133-081-10) ("Property") within the General Manufacturing zone of the Rialto Airport Specific Plan. A map is included as **Exhibit A**. Mobile Mini has operated a business in Rialto just north of the Property, but was displaced by Prologis as part of a larger industrial project currently under construction.

In accordance with Rialto Municipal Code Section 11.04.240, PPD 2504 requires that the User construct certain improvements on the Property and/or the public right-of-way, specifically: (1) the half width street improvements across the Property frontage (740 linear feet) ("**Stonehurst Street Improvements**"); (2) certain landscaping (approximately 35,200 square feet); and (3) tubular fencing (approximately 840 linear feet) (all defined as "**Improvements**"). A map of the Improvements is included as **Exhibit B**.

**ANALYSIS/DISCUSSION:**

The Rialto Airport Specific Plan does not specifically identify Stonehurst Drive, although it serves as a Collector Street between Locust Avenue and Alder Avenue. Although paved improvements allow traffic to move along Stonehurst Drive, right-of-way does not exist for much of its course and it is not a legal street. The right-of-way does not exist for about half of the frontage of the Site.

User desires to defer the construction of the Improvements in accordance with Rialto Municipal Section 11.04.245(B) as specified below:

**Deferral.** Should the city engineer determine, in his/her reasonable discretion and based upon sound engineering principles, that the public health, safety, and welfare would not be

adversely affected by a deferral of the construction of any street improvements, the applicant, in lieu of having to complete said improvements prior to the occupancy or commencement of the use of the property, shall enter into a written deferred improvement agreement with the city certifying that such street improvements will be commenced and completed at a future time when the city engineer determines that the public health, safety, and welfare or the character and development of the surrounding area necessitate the improvements. Such written agreement shall run with the land, shall bind the owner(s) and any successor(s) in interest, and shall be recorded in the San Bernardino County recorder's office. The cost of the improvements shall be the responsibility of the owner(s) or the successor(s) in interest. If the city is required to construct the improvements, all costs shall be borne by the owner or become a lien upon the property. The city engineer is hereby authorized to execute on behalf of the city, in a format approved by the city attorney, a deferred improvement agreement authorized by this subsection B.

The Public Works Director/City Engineer recommends deferral of the construction of the Improvements because of the lack of right-of-way on Stonehurst Drive and that it makes more sense to improve the street on a comprehensive basis. On February 28, 2017, the City Council approved a similar agreement to defer improvements with Stonehurst-Alder Partners LLC for a Property at 2298 Stonehurst Drive.

Staff prepared a *"Declaration of the Covenants, Conditions, and Restrictions to Install Street Improvement, Landscaping, and Tubular Fencing upon Notice"* ("**Agreement**") that includes the following provisions to conduct the Improvements:

- **Dedication of Right-of-Way.** Prior to the issuance of a certificate of occupancy for the site and building improvements ("Tenant Improvements"), User shall deliver an executed irrevocable offer of dedication to the City for the required right-of-way on Stonehurst Drive for the half-width improvements of thirty-two feet (32'). Until the City causes the construction of Stonehurst Drive, User may use the right-of-way for purposes authorized by the City.
- **Lot Merger.** Prior to the issuance of a certificate of occupancy for the Tenant Improvements, Owner shall deliver such executed documentation, in recordable form, as approved by the City Attorney, to cause the merger of APN 1133-081-10 and APN 1133-061-04.
- **Conveyance of Laurel Avenue Landlocked Property.** Promptly following Owner's delivery of the offer of dedication and the lot merger documentation and Owner's delivery of a legal description for the Laurel Avenue Landlocked Property, the City will convey to Owner fee simple title to a thirty (30) foot by seventy-nine (79) foot area of landlocked land along Laurel Avenue (the "**Laurel Avenue Landlocked Property**").
- **Construction of Landscaping, Tubular Fencing, and Street Improvements on Stonehurst Drive.** Once the City obtains right-of-way dedications from the owners of twelve (12) parcels along Stonehurst Drive west of Locust Avenue, then the User must commence construction or enter into a development agreement with the City for construction of the Improvements ("**Stonehurst Notice**"). Within one hundred and twenty (120) days from the date of the Stonehurst Notice, User shall prepare construction drawings and apply for all necessary permits and approvals required by the City to construct the Stonehurst Street Improvements.

Within sixty (60) days after receipt of all necessary permits, User shall commence construction of the Stonehurst Street Improvements.

**ENVIRONMENTAL IMPACT:**

The City filed a Notice of Exemption with the County Clerk declaring the proposed storage facility as Mitigated Negative Declaration (EAR 17-02) in accordance with the California Environmental Quality Act.

**GENERAL PLAN CONSISTENCY:**

The proposed Declaration of Covenants, Conditions, and Restrictions to Install Street Improvements upon Notice is consistent with the following goals identified in the General Plan:

**Goal 3-6:** Require that all developed areas within Rialto are adequately served with essential public services and infrastructure.

**Goal 3-7:** Upgrade public infrastructure as an inducement to promote private development.

**Goal 4-1:** Provide transportation improvements to reduce traffic congestion associated with regional and local trip increases.

**LEGAL REVIEW:**

The City Attorney prepared the Declaration of the Covenants, Conditions, and Restrictions to Install Street Improvement, Landscaping, and Tubular Fencing upon Notice. The City Attorney reviewed and approved the staff report.

**FINANCIAL IMPACT:**

**General Fund Impact**

The proposed Declaration of the Covenants, Conditions, and Restrictions to Install Street Improvement, Landscaping, and Tubular Fencing upon Notice does not create any direct and immediate financial impact upon the City.

**Capital Improvement Fund Impact**

In the future, the City may direct the Owner to perform by constructing street improvements on Stonehurst Drive. If the Owner does not perform, the City may need to construct the improvements and seek restitution in accordance with the remedies in the Declaration.

**RECOMMENDATION:**

Staff recommends that the City Council Approve the Declaration of the Covenants, Conditions and Restrictions to Install Street Improvement, Landscaping and Tubular Fencing Upon Notice (**Exhibit C**) by and between the City of Rialto and Bob Zadina Trucking, Inc for a Property at 2010 Stonehurst Drive.