



1           WHEREAS, Chapter 3.33 of the Rialto Municipal Code establishes development impact fees  
2 ("DIF Fees") to finance public facilities in furtherance of the goals and objectives of the City's general  
3 plan, various facility master plans, capital improvement plans, and the Nexus Reports described in  
4 Section 3.33.030 of the Rialto Municipal Code, as they may be amended from time to time  
5 (collectively, "Nexus Reports"). The imposition of DIF Fees ensures that new development in the City  
6 bears its proportionate share of the cost of public facilities necessary to accommodate such  
7 development, which thereby promotes and protects the public health, safety, and welfare; and

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9           WHEREAS, Developer has paid or will pay all DIF Fees, subject to credit or reimbursement as  
10 provided in the Construction Fee Credit and Reimbursement Agreement; and

11           WHEREAS, pursuant to Section 3.33.100 of the Rialto Municipal Code, Developer may be  
12 eligible to receive and City may grant credit towards the DIF Fees for construction of eligible public  
13 improvements or facilities as contained in and in accordance with the Nexus Reports; *provided,*  
14 *however,* the amount of the fee credit or reimbursement shall not exceed the amount of the DIF Fees  
15 assessed for which the fee credit or reimbursement is granted, unless the City Council also approves a  
16 Reimbursement Agreement; and

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18           WHEREAS, City and Developer now desire to enter into this Agreement for the following  
19 purposes: (1) to provide for the timely construction and completion of the Public Improvements, (2) to  
20 ensure that construction of the Public Improvements is undertaken in accordance with the Plans and  
21 Specifications approved by the City, and (3) to compensate Developer for the actual costs to construct  
22 the Public Improvements by granting credits (or reimbursements) toward Developer's obligation to pay  
23 the Regional Traffic Impact Fee ("Regional Traffic Fee") and the Storm Drain Facilities Fee ("Storm  
24 Drain Fee").

25           **WHEREAS,** Developer and the City have negotiated the terms of a Construction Fee Credit  
26 and Reimbursement Agreement related to the construction of the Public Improvements, a copy of  
27 which is attached hereto as Exhibit A and incorporated herein by reference; and

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1           **WHEREAS**, the construction of the Public Improvements was reviewed and considered as  
2 part of the environmental review for the Project; and

3           **WHEREAS**, approval of the Construction Fee Credit and Reimbursement Agreement is an  
4 administrative or fiscal action by the legislative body that will not result in any additional direct or  
5 indirect physical change in the environment than what was already analyzed (Section 15378(b) of the  
6 CEQA Guidelines), consequently no further environmental review is warranted.

7           **NOW, THEREFORE**, the City Council of the City of Rialto hereby resolves as follows:

8           **Section 1.**     The foregoing recitals are determined to be true and correct;

9           **Section 2.**     The City Council hereby finds and determines, based on substantial evidence in  
10 the record that Developer is entitled to receive credits and reimbursements from the City for the costs  
11 to construct the Public Improvements.

12           **Section 3.**     The City Council hereby finds and determines, based upon substantial evidence  
13 in the record, the analysis and environmental review completed as a part of EAR-2017-0076, and the  
14 approved Mitigated Negative Declaration and Notice of Determination, that there will be no additional  
15 significant or adverse impact on the environment resulting from entering into the Construction Fee  
16 Credit and Reimbursement Agreement.

17           **Section 4.**     The City Council hereby approves the Construction Fee Credit and  
18 Reimbursement Agreement by and between Liberty Property Limited Partnership and the City  
19 substantively in form and content to that attached hereto in Exhibit A along with any non-substantive  
20 changes as may be mutually agreed upon by the City Administrator (or his duly authorized  
21 representative), City Attorney and Liberty Property Limited Partnership. The final Construction Fee  
22 Credit and Reimbursement Agreement, when duly executed and attested, shall be filed in the office of  
23 the City Clerk.

24           **Section 5.**     The City Administrator (or his duly authorized representative) is authorized to  
25 implement the Construction Fee Credit and Reimbursement Agreement, take all further actions, and  
26 execute all documents referenced therein and/or necessary and appropriate to carry out the Project,  
27 including causing the issuance of warrants.

28           **Section 6.**     The City Clerk shall certify to the adoption of this Resolution.

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**PASSED, APPROVED AND ADOPTED** this \_\_\_th day of \_\_\_, 2019.

\_\_\_\_\_  
Deborah Robertson, Mayor

ATTEST:

\_\_\_\_\_  
BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
FRED GALANTE, ESQ., City Attorney

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

4 I, Barbara McGee, City Clerk of the City of Rialto, do hereby certify that the foregoing  
5 Resolution No.\_\_\_\_ was duly passed and adopted at a regular meeting of the City Council of the City  
6 of Rialto held on the \_\_\_\_ day of \_\_\_\_\_, 2019.

7 Upon motion of Council Member \_\_\_\_\_, seconded by Council Member  
8 \_\_\_\_\_, the foregoing Resolution No. \_\_\_\_\_ was duly passed and adopted.

9 Vote on the motion:

10 AYES:

11 NOES:

12 ABSENT:

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14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of  
15 Rialto this \_\_\_\_ day of \_\_\_\_\_, 2019.

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18 **BARBARA MCGEE, CITY CLERK**

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**EXHIBIT "A"**

**CONSTRUCTION FEE CREDIT AND REIMBURSEMENT AGREEMENT**