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1 **WHEREAS**, the Environmental Document identified the Developer’s fair share requirement for
2 the Traffic Signal Work is 22.59% with the balance the responsibility of other parties; and

3 **WHEREAS**, the Traffic Signal Work is located at a private commercial driveway and provides
4 full access to the Project and to the existing commercial shopping center located on the south side of
5 Foothill Boulevard extending east of Acacia Avenue that includes a State Bros. grocery store and other
6 retailers, (the “Existing Shopping Center”); and

7 **WHEREAS**, the City previously approved entitlements and permits for the Existing Shopping
8 Center that was constructed approximately in 1992, and at that time the Existing Shopping Center was
9 not required to contribute to the cost of a future traffic signal at the easterly driveway and location of
10 the Traffic Signal Work; and

11 **WHEREAS**, the Conditions of Approval for the Project allow for the Developer to seek
12 reimbursement of the remainder share of 77.41% of the Traffic Signal Work pursuant to a Fee
13 Credit/Reimbursement Agreement; and

14 **WHEREAS**, the Conditions of Approval for the Project require Developer to pay prior to
15 issuance of building permits the following fees: (1) a Regional Traffic Development Impact Fee in the
16 amount of \$499,392.00; and (2) a Street Median Development Impact Fee in the amount of \$7,172.64;
17 collectively the “Fair Share Fees”; and

18 **WHEREAS**, Section 3.33.110 of the Rialto Municipal Code (entitled “Construction and Credit
19 Agreements”) permits the City Manager to negotiate and enter into Construction and Credit Agreements
20 with Developers, subject to the approval of the City Council; and

21 **WHEREAS**, Section 3.33.100 of the Rialto Municipal Code also provides that a Developer is
22 not entitled to reimbursement for any excess in the costs to construct the public facility over the amount
23 of the developer's obligation to pay the development impact fee for the type of public facility
24 constructed, unless a separate reimbursement agreement is approved by the City Council; and.

25 **WHEREAS**, the 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 and payment of
27 the Fair Share Fees, a copy of which is attached hereto as Exhibit A and incorporated herein by reference;
28 and

1 **WHEREAS**, the construction of the Public Improvements and the payment of the Fair Share
2 Fees were reviewed and considered as 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 from the City towards the Regional Traffic
11 Development Impact Fee and Street Median Development Impact Fee for the cost to construct the Road
12 Widening Work and Median Work.

13 **Section 3.** The City Council hereby finds and determines, based on substantial evidence in
14 the record that the Developer is entitled to receive a reimbursement from the City of the remainder share
15 of 77.41% of the total cost of the Traffic Signal Work.

16 **Section 4.** The City Council hereby finds and determines, based upon substantial evidence
17 in the record, the analysis and environmental review completed, and the approved Mitigated Negative
18 Declaration (Environmental Assessment Review No. 2021-0045) for the Project, that there will be no
19 additional significant or adverse impact on the environment resulting from entering into the Construction
20 Fee Credit and Reimbursement Agreement.

21 **Section 5.** The City Council hereby approves the Construction Fee Credit and
22 Reimbursement Agreement by and between Developer substantively in form and content to that attached
23 hereto in Exhibit A along with any non-substantive changes as may be mutually agreed upon by the City
24 Manager (or his duly authorized representative), City Attorney, and Developer. The final Construction
25 Fee Credit and Reimbursement Agreement, when duly executed and attested, shall be filed in the office
26 of the City Clerk.

27 **Section 6.** The City Manager (or his duly authorized representative) is authorized to execute
28 and implement the Construction Fee Credit and Reimbursement Agreement, take all further actions, and

execute all documents referenced therein and/or necessary and appropriate, including causing the issuance of warrants.

Section 7. The City Clerk shall certify to the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED this __th day of _____, 2022.

DEBORAH ROBERTSON, MAYOR

ATTEST:

BARBARA McGEE, City Clerk

APPROVED AS TO FORM:

ERIC S. VAIL, 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 _____, 2022.

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:

13
14 IN WITNESS WHEREOF, I have hereunto set my hand and the Official Seal of the City of
15 Rialto this ____ day of _____, 2022.

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18 **BARBARA MCGEE, CITY CLERK**

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EXHIBIT “A”

CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT