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1 of the developer's obligation to pay the development impact fee for the type of public facility
2 constructed, unless a separate reimbursement agreement is approved by the City Council; and.

3 **WHEREAS**, Pegasus LH, LLC and the City have negotiated the terms of a Construction and
4 Credit Agreement related to the construction of the Public Improvements, a copy of which is attached
5 hereto as Exhibit A and incorporated herein by reference; and

6 **WHEREAS**, the construction of the Public Improvements were reviewed and considered as part
7 of the environmental review for the Project; and

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

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

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

14 **Section 2.** The City Council hereby finds and determines, based on substantial evidence in
15 the record that Pegasus LH, LLC is entitled to receive credits and or reimbursements from the City for
16 the cost to construct the Public Improvements.

17 **Section 3.** The City Council hereby finds and determines, based upon substantial evidence
18 in the record, the analysis and environmental review completed, and the approved Environmental Impact
19 Report and Notice of Determination, that there will be no additional significant or adverse impact on the
20 environment resulting from entering into the Construction and Credit Agreement.

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

26 **Section 5.** The City Administrator (or his duly authorized representative) is authorized to
27 implement the Construction and Credit Agreement, take all further actions, and execute all documents
28

referenced therein and/or necessary and appropriate to carry out the Project, including causing the issuance of warrants.

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

PASSED, APPROVED AND ADOPTED this __th day of _____, 2018.

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 _____, 2018.

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 _____, 2018.

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18 **BARBARA MCGEE, CITY CLERK**

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EXHIBIT “A”

CONSTRUCTION CREDIT AND REIMBURSEMENT AGREEMENT