

## **PUBLIC FACILITIES IMPACT FEE CREDIT/REIMBURSEMENT AGREEMENT**

THIS PUBLIC FACILITIES IMPACT FEE CREDIT/REIMBURSEMENT AGREEMENT ("Agreement"), made and entered into \_\_\_\_\_, 20\_\_, between the City of Merced, a California Charter Municipal Corporation, hereinafter called "City," and Yosemite & G, LLC, a California limited liability company, hereinafter called "Developer," relating to the installation of a public improvements on G Street just north of Yosemite Avenue.

### **RECITALS**

- A. Developer owns fee title to real property at and commonly known as APN 231-040-045 and more particularly described on attached Exhibit "A".
- B. On January 19, 2022, the Merced City Planning Commission approved Resolution No 4083 for the Amendment to Vesting Tentative Subdivision Map #1314 located at the northeast corner of G Street and Yosemite Avenue. Developer has entered into a Subdivision Agreement recorded in Document No. \_\_\_\_\_, Merced County Records, which requires the Developer in install certain improvements on Yosemite Avenue.
- C. The construction of those certain improvements, in part, benefit other properties due to the regional use of the roadway.
- D. As required by state law, in order for City to provide credit or reimbursement for these improvements, the contractors working on the improvements were paid prevailing wage rates.
- E. Developer will install a center median, a turn lane, striping & signage and other items needed to install the improvements on Yosemite Avenue (an arterial street – City Street) as identified on the Circulation Map of the *Merced Vision 2030 General Plan*.
- F. Developer is qualified to receive either a fee credit, a reimbursement, or a combination of fee credit and reimbursement from the City for the Improvements in an amount not to exceed the cost estimate approved by the City Engineer (Exhibit B) as provided in Chapter 17.62 of the Merced Municipal Code and as provided for under the Policy A-32 of the City's Administrative Policy and Procedure.

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- G. Security for the installations of the improvements shall be provided in a Labor & Materials Bond and a Performance Bond.

Based on the foregoing recitals, and in consideration of the mutual covenants, promises, and agreements herein contained, the parties hereto mutually agree as follows:

**1. INCORPORATION OF RECITALS**

The RECITALS above are true and correct and constitute an enforceable provision of this Agreement.

**2. POLICIES, ORDINANCES, AND RESOLUTIONS**

Fee credit or reimbursement for the Improvements shall be made only in accordance with policies, ordinances, and resolutions in effect at the time of execution of this Agreement. Such fee credit or reimbursement shall be limited to the items and quantities actually installed or constructed.

Estimated items and quantities shall be listed in a schedule to be submitted and approved at the time of execution of this Agreement and attached hereto as "Exhibit B". The burden of clearly establishing the actual costs of items and quantities installed rests on the Developer.

**3. RESERVED**

**4. REIMBURSEMENT**

If the actual cost of the Improvements is greater than the total amount of fees to be paid for the Development, a reimbursement shall be established hereunder:

- A. Developer shall be reimbursed on a first in time basis and based on the availability of public facility fee program funds. First in time shall be determined by when the public Improvement is completed and accepted by City.

- B. Reimbursement, if funds are available, shall be paid as prescribed in Chapter 17.62 of the Merced Municipal Code and related Administrative Policy and Procedure A-32 following the recording of

Notice of Completion by the City, and after correction of any and all deficiencies, assuming no labor and material claims are filed, and after Developer has filed a claim therefore, supported by itemized paid invoices for such work or materials.

- C. Reimbursements shall not bear interest but shall be owed indefinitely until paid in full.

Developer is entitled to either fee credit or reimbursement, or a combination of both, in an amount not to exceed the Engineer's Estimate approved by the City Engineer. No reimbursement shall be given until and unless the Improvements are constructed and accepted by City.

## **5. REIMBURSEMENT AMOUNT**

The Developer is, therefore, entitled to a reimbursement in an amount not to exceed Two Hundred Forty-One Thousand Six Hundred Ninety-Six Dollars **(\$241,696.00)** for the installation of the improvements on Yosemite Avenue (see Exhibit B).

If the Developer elects to obtain the reimbursement through fee credits, the credit given shall be for a portion of the PFFP fee collected as part of the building permit process. The remaining portion of the PFFP fee would remain the Developer's responsibility. If the reimbursement amount exceeds the PFFP fees for which credits are provided, Developer shall remain entitled to a reimbursement for such difference in accordance with the terms of Section 4.

All of the Improvements shall be subject to the City's final inspection and approval, and in no event shall the reimbursement given hereunder be construed as acceptance of the Improvements, or any portion thereof, by the City.

## **6. NOTICE OF COMPLETION**

Where applicable, City shall record a Notice of Completion with the Merced County Recorder following City's acceptance of the Improvements.

**7. SUCCESSORS AND ASSIGNS**

This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the respective parties hereto.

**8. WAIVER**

In the event that either City or Developer shall at any time or times waive any breach of this Agreement by the other, such waiver shall not constitute a waiver of any other or succeeding breach of this Agreement, whether of the same or any other covenant, condition or obligation. Waiver shall not be deemed effective until and unless signed by the waiving party.

**9. VENUE**

This Agreement and all matters relating to it shall be governed by the laws of the State of California and any action brought relating to this Agreement shall be held exclusively in a state court in the County of Merced.

**10. AMENDMENT**

This Agreement shall not be amended, modified, or otherwise changed unless in writing and signed by both parties hereto.

**11. INTEGRATION**

This Agreement constitutes the entire understanding and agreement of the parties and supersedes all previous and/or contemporaneous understanding or agreement between the parties with respect to all or any part of the subject matter hereof.

**12. AUTHORITY TO EXECUTE**

The person or persons executing this Agreement on behalf of the parties hereto warrants and represents that he/she/they has/have the authority to execute this Agreement on behalf of their entity and has/have the authority to bind their party to the performance of its obligations hereunder.

### **13. COUNTERPARTS**

This Agreement may be executed in one or more counterparts with each counterpart being deemed an original. No counterpart shall be deemed to be an original or presumed delivered unless and until the counterparts executed by the other parties hereto are in the physical possession of the party or parties seeking enforcement thereof.

### **14. CONSTRUCTION**

The provisions of this Agreement shall be liberally construed to effectuate its purpose. The language of this Agreement shall be construed simply according to its plain meaning and shall not be construed for or against any party, as each party has participated in the drafting of this Agreement. Whenever the context and construction so require, all words used in the singular shall be deemed to be used in the plural, and vice versa.

### **15. SECTION HEADINGS**

The section headings contained in this Agreement are for convenience and identification only and shall not be deemed to limit or define the contents to which they relate.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the date first above written.

CITY OF MERCED  
A California Charter Municipal Corporation

BY: \_\_\_\_\_  
City Manager

ATTEST:  
SCOTT McBRIDE, CITY CLERK

BY: \_\_\_\_\_  
Assistant/Deputy City Clerk

APPROVED AS TO FORM:

BY: Craig Cornwell 8/22/2025  
City Attorney Date

ACCOUNT DATA:

BY: \_\_\_\_\_  
Verified by Finance Officer

DEVELOPER:  
YOSEMITE & G, LLC,  
A California Limited Liability Company

By: \_\_\_\_\_  
Neil Angelillo

Its: Manager

Tax ID No. \_\_\_\_\_

Address: 7080 North Marks Ave., #113  
Fresno, CA 93711

Telephone: (559) 222-5768

## EXHIBIT A

All that real property situated in a portion of Section 8, Township 7 South, Range 14 East, M.D.B. & M., City of Merced, County of Merced, State of California, being more particularly described as follows:

“ADJUSTED REMAINDER” as delineated on that certain map entitled “BOUNDARY ADJUSTMENT #24-01 PARCEL MAP FOR YOSEMITE CROSSING” recorded on April 10, 2024, in Book 122, of Parcel Maps, at Pages 35-36, Merced County Records.

EXHIBIT B

**ENGINEER ESTAMATE**





PROJECT: Yosemite Crossing Ph3 - G Street Reimbursable Improvements

ENGINEER: Golden Valley Engineering

7/17/25  
1 Month

CSI #	TRADE/DESCRIPTION	ESTIMATE	SUBCONTRACTOR/NOTES
01000	GENERAL DATA		
	General Conditions	\$19,900.00	Allowance
	Contractor's Liability Insurance	\$3,850.00	Allowance
	Special Inspections - Compaction Testing, Concrete Sampling, Asphalt Testing	\$10,000.00	Allowance
	Surveying & Staking	\$7,000.00	Allowance
	SWPPP (Silt Fence, Waddles, Wash Out, Etc)	\$4,000.00	Allowance
02000	SITE WORK		
	G Street Median - Asphalt Demolition	\$0.00	MVC (Included in Conform Paving Line Item Below)
	G Street Median - Stamped Concrete	\$106,986.00	MVC
	G Street Median - Concrete Vertical Curb	\$41,520.00	MVC
	G Street Median - Conform Paving at Median	\$12,122.00	MVC
	G Street Lane Widening - Demo	\$0.00	Not Included
	Traffic Control	\$18,500.00	Allowance
25000	MISCELLANEOUS		
	Encroachment Permit Fees	\$5,000.00	Allowance
	SUBTOTAL	\$228,878.00	
	OVERHEAD & PROFIT	\$12,818.00	
	TOTAL BUDGET	\$241,696.00	

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LAYOUT NAME: PHASE 2



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LAYOUT NAME: PHASE 2

