

CITY OF VISALIA
REIMBURSEMENT AGREEMENT
FOR PRIVATELY CONSTRUCTED PUBLIC FACILITIES INCLUDED IN THE
CITY'S IMPACT FEE PROGRAMS

AMENDMENT NO. 1

Recitals

This Amendment, dated as of the ____ day of _____, 2025, is entered into by and between the City of Visalia, a municipal corporation (the "City") and Visalia Shirk, LLC., (the "Developer").

- A. City and Developer, as a condition for approval of Conditional Use Permit No. 2017-08 and City of Visalia Resolution No. 2017-76, agreed that Developer would complete the construction of planned sanitary sewer and transportation facilities and other public improvements in accordance with the improvement plans titled Visalia Apartments (as Building Permit No. B183281), approved by the City on September 23, 2020 (hereafter collectively referred to as the "Facilities"); and
- B. The City and the Developer entered into a Reimbursement Agreement for the Facilities on July 8, 2021, setting forth their mutual duties and obligations as they relate to their understanding regarding the manner in which the City shall reimburse Developer, through credit and cash payments, for the cost of such Facilities as shown in Exhibit 1 "Programmed Costs" from the Reimbursement Agreement, attached hereto and made a part hereof by reference. The Programmed Costs show the costs to be reimbursed along with the division between transportation and sanitary sewer improvements; and
- C. Section 2 of the Reimbursement Agreement states that changes or variations in the Programmed Costs may be requested by the Developer pursuant to Section 3 of the agreement, to which the Developer has filed such a request; and
- D. Section 3 of the Reimbursement Agreement states, after the Facilities are constructed, the City shall review the actual construction costs with the estimated reimbursable costs or "Programmed Costs." The City Engineer shall determine if the actual costs should be increased from the estimated Programmed Costs to reflect change orders or other changed circumstances as contemplated by subsection (B)(6) of Visalia Municipal Code Section 16.44.140. The City Engineer shall determine in his or her reasonable discretion how much of the actual construction costs should be included as an increase to the reimbursable costs, and if acceptable, the parties shall execute an amendment to the Reimbursement Agreement setting forth the adjusted reimbursable costs; and
- E. The City and the Developer, by this Agreement, intend to adjust the Programmed Costs listed in the Reimbursement Agreement, and in addition,

to allow the Developer to transfer of the applicable credit towards a future planned multi-family residential development proposed by the Developer, located within the City limits, and currently under City's initial entitlement phase.

Agreement

Now therefore, the Reimbursement Agreement is hereby amended as follows:

1. Exhibit 1 to the Reimbursement Agreement is hereby revised to incorporate the adjustments described in Recital Paragraph E above, and is set forth as Revised Exhibit 1 to this Amendment. Such Revised Exhibit 1 increases the final amount of Reimbursements from \$1,009,433.63 to total \$1,389,427.07. After applying such final Reimbursement total against applicable fees and cash reimbursements, the total outstanding reimbursement total remaining is \$379,993.44, as detailed in Revised Exhibit 1. A portion of this total outstanding reimbursement amount, in the amount of \$63,180.50 shall be paid to Developer pursuant to Amended Section 4.2 detailed below. The remaining portion of the outstanding reimbursement total, in the amount of \$316,812.94 shall be made available as a Fee Credit for the future project development described in amended Section 4.1 detailed below.
2. The reimbursement method described in Section 4 is modified to include as follows:
 - 4.1 **Credit Applied Towards Future Fees.** The Developer shall be credited with a total fee credit of \$316,812.94 ("Fee Credit"). Such Fee Credit shall be available for offsetting impact fees listed in Exhibit 2 under the heading "Credit to be Applied" (the "Creditable Fees"), that are assessed for development of the Project (the "Project" described as being the future multi-family residential development located at the northeast corner of Shirk Street and Ferguson Avenue, APN: 077-640-013, and owned by Visalia Shirk, LLC.) The Fee Credit shall be recognized at the time of building permit issuance. The Fee Credit shall be available only to offset the Creditable Fees indicated in Exhibit 2, as they shall be determined at the time. If any Fee Credit remains unused upon completion of the Project, the amount of unused Fee Credit shall be paid to Developer as a cash reimbursement within (30) days of issuance of the Notice of Completion for the Project.
 - 4.2 **Cash Reimbursement from Development Fees Collected City Wide.** City shall pay \$63,180.50 of the costs of the Facilities designated on Exhibit 2 under the heading "Cash Reimbursement", within (30) days of the date of Notice of Completion of the Project. The City will reimburse the Programmed Costs to the Developer without interest.
3. All other terms and conditions of the Reimbursement Agreement between City and Developer shall remain unchanged. Parties acknowledge that all Facilities have been completed and the amount stated in this Amendment is the final reimbursement amount.

CITY OF VISALIA,
A municipal corporation

VISALIA SHIRK, LLC

Leslie B. Caviglia
City Manager

Date



Paul Owahadi, Manager

Date

05/13/2025

ATTEST:

Reyna Rivera
Chief Deputy City Clerk

Date: _____

APPROVED AS TO FORM:

Date: _____

REVISED EXHIBIT 1

Item		Quantity	Units	Unit Cost	Total	Adj. Unit Cost	Adj. Total
Programmed Costs							
A. Shirk St - Arterial Improvements (Non-Supplemental)							
1	Roadway Grading & Compaction	44,420	SF	\$ 1.00	\$ 44,420.00	\$ -	\$ 44,420.00
2	Concrete Median Curb	2,111	LF	\$ 12.00	\$ 25,332.00	\$ 18.00	\$ 37,998.00
3	Aggregate Base Class II (8")	44,420	SF	\$ 1.75	\$ 77,735.00	\$ -	\$ 77,735.00
4	AC Pavement (6")	44,420	SF	\$ 3.75	\$ 166,575.00	\$ -	\$ 166,575.00
5	Signing & Striping	1	LS	\$ 2,000.00	\$ 2,000.00	\$ 2,500.00	\$ 2,500.00
6	Signing & Striping (Developer Share @ 32.7%)	1	LS	\$ (654.00)	\$ (654.00)	\$ (817.50)	\$ (817.50)
7	Dual Head Median Street Lights	4	EA	\$ 5,000.00	\$ 20,000.00	\$ 7,500.00	\$ 30,000.00
8	Drain Inlet	2	EA	\$ 3,900.00	\$ 7,800.00	\$ -	\$ 7,800.00
9	Drain Inlet (Developer Share @ 32.7%)	2	EA	\$ (1,275.30)	\$ (2,550.60)	\$ -	\$ (2,550.60)
10	18" SD Pipe	91	LF	\$ 52.92	\$ 4,815.72	\$ 75.00	\$ 6,825.00
11	18" SD Pipe (Developer Share @ 32.7%)	91	LF	\$ (17.30)	\$ (1,574.74)	\$ (24.53)	\$ (2,231.78)
12	Compaction Testing	1	LS	\$ -	\$ -	\$ 7,600.00	\$ 7,600.00
13	Subtotal				\$ 343,898.38		\$ 375,853.13
14	Design & Construction Management	12%			\$ 41,267.81		\$ 45,102.38
B. Doe Ave - Collector Improvements (Non-Supplemental)							
1	Roadway Grading & Compaction	50,290	SF	\$ 1.00	\$ 50,290.00	\$ -	\$ 50,290.00
2	Aggregate Base Class II (8")	50,290	SF	\$ 1.50	\$ 75,435.00	\$ -	\$ 75,435.00
3	AC Pavement (5")	50,290	SF	\$ 2.70	\$ 135,783.00	\$ -	\$ 135,783.00
4	Signing & Striping	1	LS	\$ 18,725.00	\$ 18,725.00	\$ -	\$ 18,725.00
5	Signing & Striping (Developer Share @ 42.9%)	1	LS	\$ (8,030.00)	\$ (8,030.00)	\$ -	\$ (8,030.00)
6	Drain Inlet	4	EA	\$ 3,900.00	\$ 15,600.00	\$ -	\$ 15,600.00
7	Drain Inlet (Developer Share @ 42.9%)	4	EA	\$ (1,673.10)	\$ (6,692.40)	\$ -	\$ (6,692.40)
8	18" SD Pipe	27	LF	\$ 52.92	\$ 1,428.84	\$ 75.00	\$ 2,025.00
9	18" SD Pipe (Developer Share @ 42.9%)	27	LF	\$ (22.70)	\$ (612.97)	\$ (32.18)	\$ (868.73)
10	Raise MH to Grade	5	EA	\$ 500.00	\$ 2,500.00	\$ 1.00	\$ 500.00
11	Raise MH to Grade (Developer Share @ 42.9%)	5	EA	\$ (214.50)	\$ (1,072.50)	\$ (214.50)	\$ (214.50)
12	Compaction Testing	1	LS	\$ -	\$ -	\$ 5,890.00	\$ 5,890.00
13	Subtotal				\$ 283,353.97		\$ 288,439.35
14	Design & Construction Management	12%			\$ 34,002.48		\$ 34,612.72
C. Shirk St - Master Sewer Trunk Line (Supplemental)							
1	48" Sewer Main	1,177	LF	\$ 200.00	\$ 235,400.00	\$ 305.00	\$ 358,985.00
2	Additional 72" Manhole	1	EA	\$ 15,110.00	\$ 15,110.00	\$ -	\$ 15,110.00
3	72" SS Manhole	4	EA	\$ 6,500.00	\$ 26,000.00	\$ 15,110.00	\$ 60,440.00
4	Sewer Tie-In	1	EA	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00
5	Sewer Tie-In (Developer Share @ 50%)	1	EA	\$ (1,250.00)	\$ (1,250.00)	\$ -	\$ (1,250.00)
6	Sewer Main Plug	1	EA	\$ 2,500	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00
7	Sewer Main Plug (Developer Share @ 50%)	1	EA	\$ (1,250)	\$ (1,250.00)	\$ (1,500.00)	\$ (1,500.00)
8	Subtotal				\$ 279,010.00		\$ 437,285.00
9	Design & Construction Management	15%			\$ 41,851.50		\$ 65,592.75
10	City Administration Retention	5%			\$ (13,950.50)		\$ (21,864.25)
Total Costs							
A-B	Transportation Improvements				\$ 702,522.63		\$ 744,007.57
C	Storm Sewer Master Plan Improvements				\$ 306,911.00		\$ 481,013.50
D	AT&T undergrounding				\$ -		\$ 164,406.00
Total Amount Estimated for Reimbursement					\$ 1,009,433.63	FINAL AMT	\$ 1,389,427.07

Credit to be Applied				
<i>Ocean Point Apartments - NEC Shirk & Doe (200 Unit Complex)</i>				
Sewer Trunk Line Capacity Fee	200	DU	\$ (448.00)	\$ (89,600.00)
Sewer Front Foot Fee	1,678	LF	\$ (43.00)	\$ (72,154.00)
Transportation Impact Fee	160	DU	\$ (4,148.00)	\$ (701,012.00)
		DU	\$ (1,510.63)	\$ (1,510.63)
Subtotal				\$ (864,276.63)
Cash Reimbursement				
Transportation Improvements				\$ -
Storm Sewer Master Plan Improvements				\$ 145,157.00
Credit + Cash Total				

\$ 1,009,433.63

FINAL AMT \$ 1,389,427.07

BALANCE DUE \$ (379,993.44)

EXHIBIT 2

Estimated Credit to be Applied				
<i>Park View Apartments - NEC Shirk & Ferguson</i>				
Sewer Trunk Line Capacity Fee	98	DU	\$ 574.00	\$ (56,252.00)
Sewer Front Foot Fee	994	LF	\$ 55.00	\$ (54,670.00)
Transportation Impact Fee	38	DU	\$ 5,330.00	\$ (202,540.00)
	1	DU	\$ 3,350.94	\$ (3,350.94)
Subtotal				\$ (316,812.94)
Cash Reimbursement				
Sewer Master Plan Improvements				\$ 63,180.50
Credit + Cash Total				

\$ 379,993.44