

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CITY OF FRESNO,  
SELF-HELP ENTERPRISES AND LA HACIENDA MOBILE, LLC,  
FOR LA HACIENDA MOBILE ESTATES**

THIS MEMORANDUM OF UNDERSTANDING (MOU or Agreement) is made and entered into on \_\_\_\_\_, 2025 (Effective Date), by and between the CITY OF FRESNO, a California municipal corporation (City), and SELF-HELP ENTERPRISES, a California nonprofit public benefit corporation (Self-Help Enterprises), and LA HACIENDA MOBILE, LLC, a California limited liability company (La Hacienda Mobile, LLC), hereinafter referred to collectively as a Party or Parties.

**RECITALS**

WHEREAS, the California Department of Housing and Community Development (HCD), in collaboration with the California Department of Veteran's Affairs (CalVet), issued a Notice of Funding Availability for the Homekey+ Program on November 26, 2024, and Amended January 31, 2025 and August 7, 2025 (Homekey+ NOFA), under Proposition 1 bond funds established by the Behavioral Health Infrastructure Bond Act (BHIBA) (AB 531, Chapter 789, Statutes of 2023), and the Homeless Housing Assistance and Prevention (HHAP) program Homekey Supplemental funding, made available in the 2023-24 and 2024-25 state budgets;

WHEREAS, the City, Self-Help Enterprises, and La Hacienda Mobile, LLC together submitted an application in response to the Homekey+ NOFA for the development of 18 Permanent Supportive Housing units for rental to Very Low- to Extremely Low-Income households, including one manager's unit, and the operation of the La Hacienda Mobile Estates Project, reserved for individuals, or households with an individual, who are experiencing homelessness or who are At Risk of Homelessness, including Veterans (Project);

WHEREAS, HCD awarded the City, Self-Help Enterprises, and La Hacienda Mobile, LLC the amount of \$4,966,896 in Homekey+ Program Funds (collectively Homekey+ Program Funds or Funds), which includes a capital award of \$4,200,000 for capital expenditures, an operating award in the amount of \$256,896 (Homekey+ Operating Funds), and an additional operating award for Veterans units in the amount of \$510,000;

WHEREAS, La Hacienda Mobile, LLC (Developer) is the owner of the Project property located at 104 East Sierra Avenue, Fresno, California 93710 (APNs 408-050-04, 408-050-05, and 408-050-09) (Property), and will exercise effective site control, site access coordination, and effective project control as to the construction of 18 units of Permanent Supportive Housing on the Property, and related on-site and off-site improvements;

WHEREAS, the City recognizes a considerable increase in individuals experiencing or at risk of homelessness, including Veterans, and the tightening of the availability of permanent supportive housing for this population; and

WHEREAS, the City has determined that the Project is vital and in the best interest of the City, and the health, safety, and welfare of City residents and will increase, improve, and preserve the community's supply of affordable housing.

NOW, THEREFORE, in consideration of the recitals and mutual covenants and conditions contained in this MOU, incorporated herein, the Parties agree, as follows:

Section 1. The Parties to this MOU encourage the highest possible degree of cooperative relationships between their respective representatives with regard to the Homekey+ Program, including but not limited to, acting in good faith to ensure the transparency, mutual success, and liability prevention, to acquire, develop, and maintain the Property and provide Supportive Services to the residents.

Section 2. The Parties to this MOU shall coordinate their resources and efforts to develop the Project and manage the Property in a timely manner. The Parties agree that 18 units of Permanent Supportive Housing reserved for rental to Very Low- to Extremely Low-Income households, including one manager's unit, shall be developed and operated as a result of this round of the Homekey+ Program.

Section 3. The Parties agree to comply with all Homekey+ Program requirements, regulations, and any other guidelines issued by the State of California that directly relate to the Homekey+ Program.

Section 4. The Parties agree that the City shall be entitled to reimbursement through the Homekey+ Program Funds for all third-party costs incurred in connection with the Homekey+ Program application.

Section 5. Exhibit "A" (Project Description and Project Schedule) provides a summary of the Project and performance deadlines. Exhibit "B" (Budget and Disbursement Schedule) outlines the disbursement of Funds. Both documents are hereby fully incorporated herein.

Section 6. Indemnification and Insurance.

(a) Throughout the life of this Agreement, DEVELOPER shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by CITY'S Risk Manager or his/her designee at any time and in his/her sole discretion. The required policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to CITY, its officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, DEVELOPER or any of their subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve DEVELOPER of their responsibilities under this

Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by DEVELOPER shall not be deemed to release or diminish the liability of DEVELOPER, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by DEVELOPER. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of DEVELOPER, vendors, suppliers, invitees, contractors, sub-contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability of not less than the following:

\$2,000,000 per occurrence for bodily injury and property damage

\$2,000,000 per occurrence for personal and advertising injury

\$4,000,000 aggregate for products and completed operations

\$4,000,000 general aggregate applying separately to work performed under the Agreement

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance which shall be at least as broad as the most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, and include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1-Any Auto) with limits of liability of not less than \$1,000,000 per accident for bodily injury and property damage.

(iii) WORKERS' COMPENSATION insurance as required under the California Labor Code.

(iv) EMPLOYEE LIABILITY insurance with limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 diseased each employee.

(v) BUILDERS RISK (Course of Construction) insurance, obtained by the DEVELOPER in an amount equal to the completion value of the Project with no coinsurance penalty provisions. (Only required if the project includes new construction of a building; or renovation of, or addition to, an existing building.)

(vi) CONTRACTOR POLLUTION with coverage for bodily injury, property damage or pollution clean-up costs that could result from of pollution condition, both sudden and gradual. Including a discharge of pollutants brought to the work site, a release of pre-

existing pollutants at the site, or other pollution conditions with limits of liability of not less than the following:

\$1,000,000 per occurrence

\$2,000,000 general aggregate per annual policy period

In the event the work involves any lead-based, mold or asbestos environmental hazard, either the Automobile Liability insurance policy or the Pollution Liability insurance policy shall be endorsed to include Transportation Pollution Liability insurance covering materials to be transported by the DEVELOPER pursuant to the SLRF Agreement.

In the event the work involves any lead-based environmental hazard (e.g., lead-based paint), DEVELOPER's Pollution Liability insurance policies shall be endorsed to include coverage for lead based environmental hazards. In the event the work involves any asbestos environmental hazard (e.g., asbestos remediation), DEVELOPER's Pollution Liability insurance policies shall be endorsed to include coverage for asbestos environmental hazards. In the event the work involves any mold environmental hazard (e.g., mold remediation), the Pollution Liability insurance policy shall be endorsed to include coverage for mold environmental hazards and "microbial matter including mold" within the definition of "Pollution" under the policy.

#### **UMBRELLA OR EXCESS INSURANCE**

In the event either DEVELOPER purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the CITY, its officers, officials, employees, agents and volunteers.

#### **DEDUCTIBLES AND SELF-INSURED RETENTIONS**

DEVELOPER shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and DEVELOPER shall also be responsible for payment of any self-insured retentions.

#### **OTHER INSURANCE PROVISIONS/ENDORSEMENTS**

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar day written notice has been given to the CITY. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, DEVELOPER shall furnish the CITY with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the CITY, DEVELOPER shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The General Liability, Pollution and Automobile Liability insurance policies shall be written on an occurrence form.

The General Liability, Automobile Liability and Pollution Liability insurance policies shall name the CITY, its officers, officials, agents, employees, and volunteers as an

additional insured for ongoing and completed operations. All such policies of insurance shall be endorsed so DEVELOPER's insurance shall be primary and no contribution shall be required of the CITY.

The coverage shall contain no special limitations on the scope of protection afforded to the CITY, its officers, officials, employees, agents, and volunteers.

If DEVELOPER maintain higher limits of liability than the minimums shown above, the CITY requires and shall be entitled to coverage for the higher limits of liability maintained by DEVELOPER.

The Builders Risk (Course of Construction) insurance policy shall be endorsed to name the CITY as loss payee.

All insurance policies required including the Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees, and volunteers.

DEVELOPER shall furnish the CITY with all certificate(s) and applicable endorsements effecting coverage required hereunder. All certificates and applicable endorsements are to be received and approved by the CITY's Risk Manager or his/her designee before work commences. Upon request of the CITY, DEVELOPER shall immediately furnish the CITY with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

In the event of a partial or total destruction by the perils insured against of any or all of the work and/or materials herein provided for at any time prior to the final completion of the Agreement and the final acceptance by the CITY of the work or materials to be performed or supplied thereunder, DEVELOPER shall promptly reconstruct, repair, replace, or restore all work or materials so destroyed or injured at his/her sole cost and expense. Nothing herein provided for shall in any way excuse DEVELOPER or his/her insurance company from the obligation of furnishing all the required materials and completing the work in full compliance with the terms of this Agreement.

#### SUBCONTRACTORS

If DEVELOPER subcontract any or all of the services to be performed under this Agreement, DEVELOPER shall require, at the discretion of the CITY Risk Manager or designee, subcontractor(s) to enter into a separate Side Agreement with the CITY to provide required indemnification and insurance protection. Any required Side Agreement(s) and associated insurance documents for the subcontractor must be reviewed and preapproved by CITY Risk Manager or designee. If no Side Agreement is required, DEVELOPER will be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

**Indemnification.** To the furthest extent allowed by law, including California Civil Code section 2782, DEVELOPER shall indemnify, defend and hold harmless CITY and each of its officers, officials, employees, agents, and volunteers from any and all claims, demands, actions in law or equity, loss, liability, fines, penalties, forfeitures, interest, costs including legal fees, and damages (whether in contract, tort, or strict liability,

including but not limited to personal injury, death at any time, property damage, or loss of any type) arising or alleged to have arisen directly or indirectly out of (1) any voluntary or involuntary act or omission, (2) error, omission or negligence, or (3) the performance or non-performance of this Contract. DEVELOPER'S obligations as set forth in this section shall apply regardless of whether CITY or any of its officers, officials, employees, agents, or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of CITY or any of its officers, officials, employees, agents or volunteers.

To the fullest extent allowed by law, and in addition to the express duty to indemnify, DEVELOPER, whenever there is any causal connection between the DEVELOPER's performance or non-performance of the work or services required under this Contract and any claim or loss, injury or damage of any type, DEVELOPER expressly agrees to undertake a duty to defend CITY and any of its officers, officials, employees, agents, or volunteers, as a separate duty, independent of and broader than the duty to indemnify. The duty to defend as herein agreed to by DEVELOPER expressly includes all costs of litigation, attorneys fees, settlement costs and expenses in connection with claims or litigation, whether or not the claims are valid, false or groundless, as long as the claims could be in any manner be causally connected to DEVELOPER as reasonably determined by CITY.

Upon the tender by CITY to DEVELOPER, DEVELOPER shall be bound and obligated to assume the defense of CITY and any of its officers, officials, employees, agents, or volunteers, including the a duty to settle and otherwise pursue settlement negotiations, and shall pay, liquidate, discharge and satisfy any and all settlements, judgments, awards, or expenses resulting from or arising out of the claims without reimbursement from CITY or any of its officers, officials, employees, agents, or volunteers.

It is further understood and agreed by DEVELOPER that if CITY tenders a defense of a claim on behalf of CITY or any of its officers, officials, employees, agents, or volunteers and DEVELOPER fails, refuses or neglects to assume the defense thereof, CITY and its officers, officials, employees, agents, or volunteers may agree to compromise and settle or defend any such claim or action and DEVELOPER shall be bound and obligated to reimburse CITY and its officers, officials, employees, agents, or volunteers for the amounts expended by each in defending or settling such claim, or in the amount required to pay any judgment rendered therein.

The defense and indemnity obligations set forth above shall be direct obligations and shall be separate from and shall not be limited in any manner by any insurance procured in accordance with the insurance requirements set forth in this Contract. In addition, such obligations remain in force regardless of whether CITY provided approval for, or did not review or object to, any insurance DEVELOPER may have procured in accordance with the insurance requirements set forth in this Contract. The defense and indemnity obligations shall arise at such time that any claim is made, or loss, injury or damage of any type has been incurred by CITY, and the entry of judgment, arbitration, or litigation of any claim shall not be a condition precedent to these obligations.

The defense and indemnity obligations set forth in this section shall survive termination or expiration of this Contract.

If DEVELOPER should subcontract all or any portion of the work to be performed under this Contract, DEVELOPER shall require each subcontractor to Indemnify, hold harmless and defend CITY and each of its officers, officials, employees, agents and volunteers in accordance with the terms as set forth above.

**Property Insurance.** DEVELOPER shall maintain in full force and effect, throughout the remaining life of this Agreement, a policy or policies of property insurance acceptable to the CITY, covering the Project premises, with limits reflective of the value of the Project premises upon issuance of the Certificate of Completion or substantial completion of the project referenced in this agreement, including broad coverage in an amount, form, substance, and quality as acceptable to the CITY's Risk Manager. The CITY shall be added by endorsement as a loss payee thereon.

**Section 7.** **Non-Performing Deed of Trust.** The City can enforce the obligation of DEVELOPER to the Project and City to ensure compliance with this MOU by executing a deed of trust, and recording it as a lien against the Property, in a subordinate lien priority to all liens, including but not limited to a senior secured debt or regulatory agreement at the close of escrow.

**Section 8.** **Time is of the essence in the performance of this MOU.** When any party has knowledge that any actual or potential situation is delaying or threatens to delay timely performance, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party or parties.

**Section 9.** Any alterations, modifications, or amendments shall only be valid when reduced to writing, duly signed and approved by the authorized representative of the Parties as an amendment to this MOU. The City and Self-Help Enterprises and La Hacienda Mobile, LLC recognize and acknowledge that the State of California may require amendments to this MOU as the Homekey+ Program grant funds are awarded.

**Section 10.** All actions in this MOU are contingent on the State of California awarding Homekey+ Program grant funds for the application. In the event the State of California does not award Homekey+ Program funds to the City for its application, this MOU shall be of no force or effect and shall be deemed terminated. The indemnification requirements of this section shall survive termination of this MOU.

**Section 11.** The parties understand and agree that the availability of Homekey+ Program Funds is subject to the control of the State of California, and should said funds be encumbered, withdrawn, or otherwise made unavailable to the City, whether earned or promised to Developer, and/or should the City in any fiscal year hereunder fail to allocate said Funds, the City shall not provide the Homekey+ Program grant Funds unless and until they are made available for payment to the City by the State of California and the City receives and allocates said Homekey+ Program Funds. No other funds owned or controlled by the City shall be obligated under this MOU.

**Section 12.** Developer may assign its rights, obligations, and duties contemplated under this MOU to controlled subsidiaries (Assignee), and may form one or more jointly controlled or owned special purpose entities as may be required for the financing or other purposes related to the execution of the obligations of Developer under this MOU, so long as such assignment or creation of special purposes entities do no substantively change the obligations of Developer or the rights of City. The assignment

of rights, obligations, and duties does not relieve Developer of their obligations under this MOU.

Section 13. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same instrument. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this MOU to be executed below at Fresno, California, the day and year first written above.

CITY OF FRESNO,  
a California municipal corporation

By: \_\_\_\_\_  
Georgianne A. White Date  
City Manager

APPROVED AS TO FORM:

ANDREW JANZ  
City Attorney

Signed by:  
By:  Tracy Paranian Date  
Tracy Paranian C20B3D38494F4C1...  
Assistant City Attorney

ATTEST:  
TODD STERMER, MMC  
City Clerk

By: \_\_\_\_\_  
Deputy Date

SELF-HELP ENTERPRISES,  
a California nonprofit public benefit corporation

DocuSigned by:  
By:  Thomas J. Collishaw  
Name: 35086C5CB890436...  
Title: CEO  
(If corporation or LLC., Board Chair, Pres. or  
Vice Pres.)  
Signed by:  
By:  David Ebenezer  
Name: AC1F467D110E4B1...  
Title: Chief Financial Officer  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

LA HACIENDA MOBILE, LLC,  
a California limited liability company

DocuSigned by:  
By:  Thomas J. Collishaw  
Name: 35086C5CB890436...  
Title: CEO  
(If corporation or LLC., Board Chair, Pres. or  
Vice Pres.)  
Signed by:  
By:  David Ebenezer  
Name: AC1F467D110E4B1...  
Title: Chief Financial Officer  
(If corporation or LLC., CFO, Treasurer,  
Secretary or Assistant Secretary)

Addresses:

CITY OF FRESNO  
Planning & Development Department  
Attention: Phil Skei, Assistant Director  
2600 Fresno Street, Room 3056  
Fresno, CA 93721  
Phone: (559) 621-8300

SELF-HELP ENTERPRISES/LA HACIENDA  
MOBILE, LLC  
Attention: Betsy McGovern-Garcia  
8445 West Elowin Court  
Visalia, CA 93291  
Phone: (559) 651-1000

Attachments:

EXHIBIT A: PROJECT DESCRIPTION AND PROJECT SCHEDULE  
EXHIBIT B: BUDGET AND DISBURSEMENT SCHEDULE

## **EXHIBIT A**

### **I. PROJECT DESCRIPTION & PROJECT SCHEDULE**

La Hacienda Mobile Estates is a Permanent Supportive Housing New Construction Project (Project) with a total of 18 units, including one manager's unit. The Project will dedicate 8 units to serve veterans experiencing homelessness and 9 units to serve veterans at risk of homelessness with a behavioral health condition. Three of the units will exceed federal and state accessibility requirements for persons with mobility disabilities; and 2 units will include features accessible to persons with hearing or vision disabilities. Each unit will include air conditioning, private bathroom, and kitchenette equipped with a dishwasher, refrigerator, electric range, and furnishings including a bed frame, dresser, mattress with bedding, couch, table, and chairs.

The Project will include 12 one-bedroom units and 6 two-bedroom units and will exceed CBC accessibility standards by creating 15% of units for people with mobility impairments and 10% of units for people with sensory impairments. The Project will include office and community spaces. All units will comply with applicable accessibility standards to meet ADA and California Building Code requirements.

The site is located at 104 East Sierra Avenue, Fresno, California 93710 (APNs 408-050-04, 408-050-05, and 408-050-09), and currently operates as a mobile home park occupied by manufactured housing units and will remain designated for this use. The Project will consist of 18 manufactured housing units – 17 restricted for veterans and one reserved for an on-site property manager. These units will be placed on vacant lots, or on lots with substandard units that will be demolished. Off-site amenities, located within one mile of the project include rapid transit bus station, a full-scale grocery store, medical clinic, public library, pharmacy, and public park.

### **II. PROJECT SCHEDULE**

- A. Construction Start Date: May 1, 2025
- B. Capital Funds Expenditure Deadline: TBD
- C. Completion of Construction: May 1, 2027
- D. Occupancy Deadline: TBD
- E. Operating Funds Expenditure Deadline: TBD

## EXHIBIT B

## I. BUDGET &amp; DISBURSEMENT SCHEDULE

Residential Sources and Uses Budget

USES OF FUNDS	Total Cost from Dev Budget	Homekey+ Grant	City of Fresno Acquisition Loan	RCAC	SHE Sponsor Loan	Total Residential Sources	Residential Costs
							Total
<b>LAND COST/ACQUISITION</b>							
Land Cost or Value	\$3,800,000		\$3,700,000	\$100,000		\$3,800,000	\$3,800,000
Total Land Cost or Value	\$3,800,000	\$0	\$3,700,000	\$100,000	\$0	\$3,800,000	\$3,800,000
Total Land Cost / Acquisition Cost	\$3,800,000	\$0	\$3,700,000	\$100,000	\$0	\$3,800,000	\$3,800,000
<b>NEW CONSTRUCTION</b>							
Site Work	\$91,000	\$91,000				\$91,000	\$91,000
Structures	\$2,500,000	\$2,500,000				\$2,500,000	\$2,500,000
General Requirements	\$34,336	\$34,336				\$34,336	\$34,336
Contractor Overhead	\$34,336	\$34,336				\$34,336	\$34,336
Pad Repairs and Foundation	\$97,667	\$97,667				\$97,667	\$97,667
Grading and Pavement	\$50,000	\$50,000				\$50,000	\$50,000
Electrical Upgrades & Low Voltage	\$50,000	\$50,000				\$50,000	\$50,000
Vapor Mitigation	\$45,500	\$45,500				\$45,500	\$45,500
Fencing and Gate	\$50,000	\$50,000				\$50,000	\$50,000
Lighting Improvements	\$20,000	\$20,000				\$20,000	\$20,000
Security Cameras and Systems	\$50,000	\$50,000				\$50,000	\$50,000
Total New Construction Costs	\$3,022,839	\$3,022,839	\$0	\$0	\$0	\$3,022,839	\$3,022,839
<b>ARCHITECTURAL FEES</b>							
Total Survey & Engineering	\$31,500			\$31,500		\$31,500	\$31,500
<b>CONSTRUCTION INTEREST &amp; FEES</b>							
Bond Premium	\$30,000	\$8,396		\$21,604		\$30,000	\$30,000
Title & Recording	\$10,000	\$10,000				\$10,000	\$10,000
Taxes	\$5,000	\$5,000				\$5,000	\$5,000
Insurance	\$25,000	\$25,000				\$25,000	\$25,000
Total Construction Interest & Fees	\$70,000	\$48,396	\$0	\$21,604	\$0	\$70,000	\$70,000
<b>PERMANENT FINANCING</b>							
Taxes	\$4,167	\$4,167				\$4,167	\$4,167
Insurance	\$20,000	\$20,000				\$20,000	\$20,000
Total Permanent Financing Costs	\$24,167	\$24,167	\$0	\$0	\$0	\$24,167	\$24,167
Subtotals Forward	\$6,948,506	\$3,095,402	\$3,700,000	\$153,104	\$0	\$6,948,506	\$6,948,506
<b>RESERVES</b>							
Operating Reserve	\$74,523	\$74,523				\$74,523	\$74,523
Replacement Reserve	\$3,000	\$3,000				\$3,000	\$3,000
COSR	\$693,792	\$346,896		\$346,896		\$693,792	\$693,792
Other Reserve Costs: Sponsor COSR	\$177,052				\$177,052	\$177,052	\$177,052
Total Reserve Costs	\$948,367	\$424,419	\$0	\$346,896	\$177,052	\$948,367	\$948,367
<b>CONTINGENCY COSTS</b>							
Construction Hard Cost Contingency	\$162,575	\$162,575				\$162,575	\$162,575
Soft Cost Contingency	\$15,000	\$15,000				\$15,000	\$15,000
Total Contingency Costs	\$177,575	\$177,575	\$0	\$0	\$0	\$177,575	\$177,575
<b>OTHER PROJECT COSTS</b>							
Permit Processing Fees	\$10,000	\$10,000				\$10,000	\$10,000
Appraisal Costs	\$5,000	\$5,000				\$5,000	\$5,000
Broadband Readiness	\$0	\$0				\$0	\$0
Studies and Reports	\$18,500	\$18,500				\$18,500	\$18,500
Total Other Costs	\$33,500	\$33,500	\$0	\$0	\$0	\$33,500	\$33,500
<b>SUBTOTAL PROJECT COST</b>	<b>\$8,107,948</b>	<b>\$3,730,896</b>	<b>\$3,700,000</b>	<b>\$500,000</b>	<b>\$177,052</b>	<b>\$8,107,948</b>	<b>\$8,107,948</b>
<b>DEVELOPER COSTS</b>							
Developer Overhead/Profit	\$446,193	\$446,193				\$446,193	\$446,193
Consultant/Processing Agent	\$22,911	\$22,911				\$22,911	\$22,911
<b>Total Developer Costs</b>	<b>\$469,104</b>	<b>\$469,104</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$469,104</b>	<b>\$469,104</b>
<b>TOTAL PROJECT COST</b>	<b>\$8,577,052</b>	<b>\$4,200,000</b>	<b>\$3,700,000</b>	<b>\$500,000</b>	<b>\$177,052</b>	<b>\$8,577,052</b>	<b>\$8,577,052</b>

## II. DISBURSEMENT SCHEDULE

<b>Total Homekey+ Award</b>	<b>\$4,966,896</b>
Capital Award	\$4,200,000
Operating Award	\$256,896
Veterans Units Operating Award	\$510,000

- Upon full execution of the HCD Homekey+ Standard Agreement and receipt of the Homekey+ Program Funds by the City, the City will disburse an initial advance payment of 50% of capital funds to La Hacienda Mobile, LLC (Developer) to be used as working capital to cover expenses in the following categories:
  - Construction costs
  - Development management fees
  - Design and Engineering
  - Construction testing
  - Title and Recording fees
  - Construction-related insurance
  - Legal Fees
  - City Fees (Plan Review, Permitting, Inspections)
  - Prevailing Wage Monitoring
  - Miscellaneous Consultant expenses
- Developer shall submit all required documentation to the City for disbursement of Homekey+ Program Funds (capital funds and operating funds), as described in the following sections of this MOU. As the required documentation is provided by the Developer to the City, the City will release additional capital funding on a dollar-for-dollar (1:1) basis, until all funds have been disbursed. The Developer shall continue to submit all required documentation to the City for all funds received, as agreed upon with the City.
- Developer shall request that the City disburse Homekey+ Program Funds for eligible project costs using the City's Request for Disbursement of Funds form. All requests should provide in detail such Eligible Costs applicable to the request and include invoices and proofs of payment. All requests for disbursement of Homekey+ Program Funds shall be accompanied by a Certification as required below.
- Developer shall submit to the City a written certification that, as of the date of the Request for Disbursement of Funds (Certification):

- The representations and warranties contained in or incorporated by reference in this MOU continue to be true, complete and accurate in material respects; and;
- Developer has carried out all of its obligations and is in compliance with all the obligations specified in this MOU, to the extent that such obligations are required to have been carried out or are applicable at the time of the Request for Disbursement of Funds; and
- Developer has not committed or suffered an act, event, occurrence, or circumstance that constitutes an Event of Default or that with the passage of time or giving of notice or both would constitute an Event of Default; and
- The disbursement of funds shall be used solely for expenses related to Eligible projects Costs identified in this MOU and must be supported by the itemized obligations that have been properly incurred, expended and are properly chargeable in connection with construction of the Project.

- Operating Funds. The disbursement of Homekey+ Operating Funds shall not occur until all Capital Funds have been fully expended and the construction of the Project has been completed.
- Disbursement of Funds. The disbursement of Homekey+ Program Funds shall occur within the normal course of City business (approximately 30 days) after the City receives and approves the Certification and Request for Disbursement with correct supporting documentation.