

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE
THE HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA AND
THE CITY OF FRESNO
PROJECT #1 Chinatown Housing Project**

THIS MEMORANDUM OF UNDERSTANDING (this MOU) is entered into this _____ day of _____, 2019, by and between the CITY OF FRESNO, a municipal corporation, (City), and THE HOUSING AUTHORITY OF THE CITY OF FRESNO, CALIFORNIA, a public body corporate and politic (collectively, Partner).

RECITALS

WHEREAS, the State of California Strategic Growth Council (SGC) awarded grant funds to the City through the Transformative Climate Communities (TCC) Grant Program for the Transform Fresno Plan; and

WHEREAS, the Transform Fresno Plan is subject to the Master Grant Agreement executed April 3, 2019; and

WHEREAS, Partner's project, known as the Project #1 Chinatown Housing Project, is included in the Transform Fresno Plan which includes (A) construction of the 1101 F Street affordable housing project in Fresno, California (the Housing Project); and (B) the construction of certain sustainable transportation infrastructure (STI); and

WHEREAS, concurrently with this MOU, City and Partner have entered into that certain subrecipient agreement executed _____, wherein the City, following approval and payment from SGC, will reimburse Partner through TCC grant funds, a sum not to exceed Ten Million Eight Hundred and Seven Thousand Three Hundred and Nineteen Dollars (\$10,807,319) for the Housing Project (Subrecipient Agreement No.1); and

WHEREAS the City will perform the STIs associated with the Housing Project as set forth in the scope of work and performance schedule collectively attached hereto as Exhibit "A" and also contained within a separate and distinct subrecipient agreement between the City of Fresno and the Department of Public Works (Subrecipient Agreement No. 2) for a sum not to exceed Nine Hundred Seventy-Seven Thousand Nine Hundred and Two Dollars (\$977,902); and

WHEREAS, the City and Partner desire to enter into this Agreement in order to outline the roles and responsibilities of the Partner and City regarding the STIs involved with Project #1 Chinatown Housing Project.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. PARTICIPATING AGENCIES AND DESIGNATED CONTACT PERSONS

City Representative(s):	Scott Mozier, Public Works Director 2600 Fresno Street, Room 4016
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Fresno, CA 93721-3623
Tel: (559) 621-8811

Courtney Espinoza, Program Implementation
Manager
2600 Fresno Street, Room 2084
Fresno, CA 93721-3623
Tel: (559) 621-7913

Partner Representative(s): Housing Authority of the City of Fresno, California
Attn: CEO/Executive Director
1331 Fulton Street
Fresno, CA 93721
Tel: (559) 443-8400

2. ROLES, CONTRIBUTIONS, AND RESPONSIBILITIES

A. The City will:

(i) Perform up to \$977,902 worth of STI's included in the Transform Fresno Plan as set forth in Exhibit A.

(ii) Assume financial responsibility for developing, constructing, and completing the STI's in accordance with the terms of the Master Grant Agreement.

(iii) Provide PARTNER with copies of all requisitions for work related to their respective portions of the Project, the notice of completion, and other documents related to their respective work that another party may reasonably request.

(iv) Abide by the Master Grant Agreement, all requisite TCC grant administration regulations, and AHSC Guidelines (collectively, the Grant Rules) that specify indemnity, payment, performance schedules, and progress reports.

B. Partner will:

(i) Develop, construct, and assume financial responsibility for paying all costs required to complete the Housing Project as described in the TCC Subrecipient Agreement (Partner Requirements).

(ii) Abide by the Master Grant Agreement, all requisite TCC grant guidelines, and AHSC Guidelines (collectively, the "Grant Rules") that specify indemnity, payment, performance schedules, and progress reports.

(iii) Provide City with copies of all requisitions for work related to their respective portions of the project, the notice of completion, and other documents related to their respective work that another party may reasonably request.

(iv) In the event that PARTNER reasonably determines that the City has failed to complete in a timely manner the obligations as described in Section 2(A) above. In such an event, PARTNER will provide to City an "intent to takeover work" notice with a request that the City cure all deficiencies. The parties will then work collaboratively to resolve such deficiencies. In the event that the parties cannot resolve such concerns within 30 days, PARTNER shall complete the work and invoice the City according to the

Scope of Work (Exhibit A), which City shall promptly submit to SGC for reimbursement, for PARTNER'S cost to construct and complete the STI's. PARTNER's reimbursement shall not exceed the remaining grant funds allocated by SGC for STIs. In the event PARTNER takes over the work, PARTNER shall be responsible to obtain all required permits and pay the City all plan check and inspection fees for the work within the street right-of-way. PARTNER shall also provide the City up to 30 calendar days to complete an accounting of all project expenses up to the take-over date, in order for those costs to be invoiced and reimbursed by grant proceeds.

3. EFFECTIVENESS, DURATION AND TERMINATION

This MOU shall be effective upon its complete execution by the parties' authorized agents and shall terminate upon the earlier of (i) completion of all obligations under the Master Grant Agreement as it pertains to the Chinatown Housing Project and Subrecipient Agreement No. 1; or (ii) mutual agreement of the parties hereto. Either party may terminate this MOU with cause upon written notice to the other party, including any investor and lender as periodically identified by PARTNER to City following the other party's failure to reasonably cure an event of non-performance hereunder following thirty days written notice thereof. Termination shall be effective (the Effective Date of Termination) as of the date specified in said notice of termination. Upon such termination, all rights and obligations of each party under this MOU shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein.

4. RECORDKEEPING AND PERFORMANCE DATA

Each party shall keep and maintain proper records and documentation sufficient to substantiate its contributions hereunder, and shall make such available for review and audit during normal operating hours upon the reasonable written request of the other party for a period of three years following expiration or earlier termination of this MOU.

5. COMPLIANCE WITH GOVERNING LAW

Each party shall comply with all federal, state and local laws, rules and regulations in its pursuit hereof. No party in its performance of this MOU shall employ discriminatory practices on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, and ethnicity, status as a disabled veteran or veteran of the Vietnam era.

6. CAPACITY OF CITY AND PARTNER

Each party is acting in an independent contractor capacity. Nothing in this MOU and nothing in the course of dealings between the parties hereunder shall be deemed to create any fiduciary relationship, trust, partnership, joint venture, agency or employment relationship, jointly and severally.

In addition and without limitation, each party shall be solely responsible for all matters relating to payment of its employees, including, but not limited to, compliance with applicable social security withholding, workers' compensation insurance, benefits and all other regulations governing such matters. Personnel supplied by City will not for any purpose be considered employees or agents of the PARTNER. The City assumes full responsibility for the actions of such personnel while they are performing services

pursuant to this MOU, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable. Conversely, personnel supplied by PARTNER will not for any purpose be considered employees or agents of the City. PARTNER assumes full responsibility for the actions of such personnel while they are performing services pursuant to this MOU, and shall be solely responsible for their supervision, daily direction and control, payment of salary (including withholding of income taxes and social security), disability benefits and the like, as applicable.

The City and PARTNER agree and acknowledge that their relationship is strictly and solely that of an independent contractor to each other. The City's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by PARTNER. PARTNER agrees and acknowledges that PARTNER's employees and/or agents are not entitled to any employee benefits or insurance, including without limitation any health care, worker's compensation, unemployment or disability benefits, to be provided by the City.

The parties further agree and acknowledge that each party is solely responsible for determining the method and means by which it will fulfill its obligations hereunder. Each shall be solely responsible for payment of all sales, use, or other taxes assessed against or associated with the performance of each party's respective obligations or on the exercise of their rights under this MOU, including without limitation income, payroll or employment-related taxes and payments.

Neither party shall engage any person or entity to serve in any capacity, or incur any expense or obligation on behalf of the other without the prior written consent of both parties.

7. ATTORNEY'S FEES

If a party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this MOU, the prevailing party in such proceeding or action shall be entitled to recover from the other party its/their reasonable attorney's fees and legal expenses.

8. NOTICES

Any notice required or intended to be given to a party under the terms of this MOU shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), as the case may be, or in lieu of such personal service, by way of Federal Express, DHL, or other similar courier addressed to such party at the appropriate address set forth herein, (b) the date of receipt by facsimile to the City Representative or the PARTNER Representative, or (c) three business days after the date of mailing (postage pre- paid return receipt requested). Either party may change its address for the purpose of this Paragraph by giving written notice of such change to the other.

9. BINDING

Once this MOU is signed by all the parties, it shall be binding upon, and shall inure to the benefit of, the parties, and each party's respective heirs, successors, assigns,

transferees, agents, servants, employees and representatives. The terms and conditions of this MOU, express or implied, exist only for the benefit of the parties to this MOU and their respective successors and assigns as set forth in this Agreement. No other person or entity will be deemed to be a third party beneficiary of this MOU.

10. ASSIGNMENT

There shall be no other assignment by any party of its rights or obligations under this MOU without the prior written approval of the other party except that PARTNER may assign its right, title and interest in this MOU to a limited partnership (LP), created solely for the purpose of benefiting from tax credit financing, in which PARTNER is a partner of the LP. Any other attempted assignment by a party, its successors or assigns, shall be null and void unless approved in writing by the other party.

11. WAIVER

The waiver by any party of a breach by the other of any provision of this MOU shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this MOU.

No provisions of this MOU may be waived unless in writing and approved by and signed by all parties to this MOU. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

No action or omission by either party shall constitute a breach of this MOU unless the injured party first notifies the other party of the purported breach in writing setting forth the alleged breach or default and said party does not cure the same within a reasonable period of time. The payment of any fee or compensation or performance of any obligation hereunder by either party shall not constitute a waiver of any breach by the other party or of any of the rights and remedies which either party may have as a result of such breach. No waiver by either party of breach of the MOU shall be implied from any failure by the other party to take action on account of such breach if such breach persists or is repeated. Waivers by either party of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition.

12. GOVERNING LAW AND VENUE

This MOU shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this MOU and any rights and duties hereunder shall be Fresno, California.

13. HEADINGS

The section headings in this MOU are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this MOU.

14. SEVERABILITY

The provisions of this MOU are severable. The invalidity or unenforceability of any one provision in this MOU shall not affect the other provisions.

15. INTERPRETATION

The parties acknowledge that this MOU in its final form is the result of the combined efforts of the parties and that, should any provision of this MOU be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this MOU in favor or against any party, but rather by construing the terms in accordance with their generally accepted meaning.

16. REPRESENTATIONS AND WARRANTIES

Each party hereby represents and warrants to the other party, and agrees that it has the full power and authority to enter into this MOU and perform each of its obligations hereunder, and it is legally authorized and has obtained all necessary regulatory approvals for the execution, delivery, and performance of this MOU.

17. ENTIRE AGREEMENT

It is mutually understood and agreed that the foregoing constitutes the entire agreement between the parties. Any modifications or amendments to this Agreement must be in writing signed by an authorized agent of each party.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this MOU as of the date first set forth above:

CITY OF FRESNO,
a municipal corporation

HOUSING AUTHORITY OF THE CITY OF
FRESNO, CALIFORNIA,
a public body corporate and politic

By: _____
Wilma Quan
City Manager

By:  _____

Name: Preston Prince

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

Title: CEO/Executive Director

By:  _____
Tracy N. Parvanian Date
Senior Deputy City Attorney 9.27.19

ATTEST
YVONNE SPENCE, MMC CRM
City Clerk

By: _____
Deputy

Attachments:
Exhibit A –Scope of Work and Performance Schedule

EXHIBIT A: SCOPE OF WORK, BUDGET AND SCHEDULE OF DELIVERABLES

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1
City of Fresno
Grant Number: SGC18119

Budget and Schedule of Deliverables for CCI Projects

CCI Project Name and #: 1 – Chinatown Housing Development	
Project Type: Affordable Housing and Sustainable Communities	
Address: 1101 F Street, Fresno, CA, 93706	
Project Description: The proposed Chinatown project will be a high density, 4-story mixed-use development with 4695 square feet. of ground floor retail space. The Chinatown project will have 56 affordable workforce housing units, and one (1) manager's unit. The site consists of 0.60 acres of vacant land at 1101 F Street, Fresno, CA 93706 and is within one block of the proposed High Speed Rail Station and across the street from the proposed City Park. This project provides affordable housing, encourages use of mass transit and pedestrian walkways, and provides new retail space to stimulate economic development.	
Land Area: 0.60 acres	Estimated Residential Rental Area: 54188 sq. ft
Number of Buildings:1	Estimated Commercial Area: 4695 sq. ft
Total Requested AHD Fund: \$8,007,319	Total Requested STI Fund: \$977,902
Total Requested HRI Fund: \$2,800,000	Total Requested Admin Fund Including Cost for Indicators Tracking: \$0
AHSC Lead Partner: Housing Authority of the City of Fresno, CA	
Developer: Housing Authority of the City of Fresno, CA	
Project Reimbursement Conditions:	
The City of Fresno commits to permanently cease all burning activity at the City's Fire Station 3 (located at 1406 Fresno Street in the Chinatown neighborhood) including burning in the Training Tower and all burning that could be associated with live burn drills, vehicles and or use of the Fire Department's single-story burn props, regardless of their placement on the site of the training facility on or prior to the Tax Credit Financial closing related to this project. No reimbursement will be approved until SGC receives an official letter from the City of Fresno and Housing Authority of the City of Fresno that the grant condition has been met.	

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Affordable Housing Development (Part 1 of 3)

a) Scope of Work

- TCC Restricted Units must equal at least 20 percent of the total residential units.

# of Bedrooms	# of Units	AHSC Restricted*	Income Limit (% of AMI)	Total Unrestricted Unit	TOTAL RESTRICTED UNITS**
0	5	5	30% AMI		5
1	5	5	30% AMI		5
2	5	5	30% AMI		5
3	0	0	30% AMI		0
0	4	4	50% AMI		4
1	4	4	50% AMI		4
2	5	5	50% AMI		5
3	1	1	50% AMI		1
0	6	6	60% AMI		6
1	7	7	60% AMI		7
2	13	13	60% AMI		13
3	1	1	60% AMI		1
3	1		none	1	56
Total Project Units	57	56		1	

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- Total Restricted units include all units restricted by TCC and TCAC. The TCC award amount was calculated based on the number of Total Restricted Units.
- Additionally, upon completion, the Affordable Housing Development must meet or exceed the applicable minimum Net Density as set forth in Section 103(a)(1)(A)(iv) of the AHSC Guidelines.

b) Milestones

PERFORMANCE MILESTONE	DATE
Execute binding agreement between the Recipient and developer of the proposed Capital Project detailing the terms and conditions of the Capital Project development.	02/25/2019
Secure all Enforceable Financing Commitments.	12/11/2019
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	06/18/2019
Commencement of construction.	03/15/2020
Construction complete and the filing of the Notice of Completion.	05/15/2021
Permanent loan closing.	12/15/2021
Program funds fully disbursed.	12/15/2021

c) Overall Budget

USES OF FUNDS	REQUESTED TCC AHD FUNDS	TOTAL RESIDENTIAL SOURCES/COSTS	TOTAL COMMERCIAL SOURCES/COSTS
Lesser of Land Cost or Value		\$225,000	
Demolition			
Legal & Closing Costs			

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Verifiable Carrying Costs				
Existing Improvements Cost				
Total Acquisition			\$225,000	
Off-Site Improvements			\$950,000	
Environmental Remediation				
Site Work (hard costs)			\$601,858	
Urban Greening				
Structures (hard costs)	\$8,007,319		\$10,673,445	
Commercial Space (hard costs)				\$939,000
Parking			\$1,160,000	
General Requirements			\$744,487	
Contractor Overhead			\$744,487	
Contractor Profit			\$246,426	
GC Bond Premium/ Insurance			\$471,992	\$13,008
Solar System			\$473,200	
Other (Tenant Improvements)				\$200,000
Total New Construction	\$8,007,319		\$16,065,895	\$1,152,008
Design			\$957,666	\$78,045
Supervision				
Total Architectural Costs			\$957,666	\$78,045

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Engineering		\$150,000		
ALTA Land Survey				
Total Survey & Engineering		\$150,000		
Hard Cost Contingency		\$1,056,785		\$56,950
Soft Cost Contingency		\$177,725		
Total Contingency Costs		\$1,234,510		\$56,950
Construction Loan Interest		\$889,055		
Origination Fee		\$153,147		
Credit Enhancement & App. Fee		\$5,000		
Owner Paid Bonds/Insurance				
Lender Expenses		\$15,200		
Taxes During Construction		\$20,000		\$5,000
Prevailing Wage Monitor		\$100,000		
Insurance During Construction		\$26,000		
Title and Recording Fees		\$10,000		
Construction Mgmt. & Testing		\$50,000		
Predevelopment Interest Exp.		\$5,000		
Other: Accrued Interest on Soft Loans		\$222,632		
Other:		\$0		
Total Construction Expenses		\$1,496,034		\$5,000

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Loan Origination Fee(s)		\$26,500	
Lender Expenses		\$25,900	
Credit Enhancement & App. Fee			
Title and Recording		\$10,000	
Property Taxes			
Insurance		\$15,000	
Total Permanent Financing		\$77,400	
Construction Lender Legal Expenses		\$35,000	
Permanent Lender Legal Fees			
Sponsor Legal Fees		\$175,000	
Organizational Legal Fees		\$30,000	
Syndication Legal Fees		\$15,000	
Total Legal Fees		\$255,000	
Operating Reserve		\$195,263	
Replacement Reserve		\$28,500	
Rent-Up Reserve			
Transition Reserve			
Other: Reserve for Transit Passes for 56 units for 5 years (\$48.00/pass)		\$161,280	
Total Capitalized Reserves		\$385,043	
Appraisal(s)		\$2,000	

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Market Study			\$6,000	
Physical Needs Assessment				
Environmental Studies			\$25,000	
Total Reports & Studies			\$33,000	
CTCAC App./Alloc./Monitor Fees			\$36,630	
CDLAC Fees			\$5,360	
Local Permit Fees			\$200,000	
Local Development Impact Fees			\$600,000	
Other Costs of Bond Issuance			\$118,629	
Syndicator / Investor Fees & Expenses				
Indicator Tracking			\$50,000	
Furnishings			\$200,000	
Final Cost Audit Expense			\$20,000	
Marketing			\$75,000	
Financial Consulting			\$55,000	
Other: Planning Consultant			\$15,000	
Total Other Costs			\$1,375,619	
SUBTOTAL	\$8,007,319		\$22,255,167	\$1,292,003
Developer Fee/Overhead/Profit			\$3,454,910	
Consultant/Processing Agent				

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Project Administration			
Syndicator Consultant Fees			
Guarantee Fees			
Broker Fees Paid to Related Party			
Construction Oversight & Mgmt.			
Total Developer Costs		\$3,454,910	
Total Project Costs		\$27,002,080	
Total Requested TCC AHD Funds	\$8,007,319		

d) Detailed Budget

Major Tasks	Deliverables/Milestones	Timeline	Grant Funds
Task 1: Escrow Closing (Affordable Housing Development Draw Request)			
Subtask A: Prepare final construction documents	Subtask A: Final Construction Documents	Subtask A: Month 2-8	\$2,001,829.75 (First 25% Draw)
Subtask B: Secure bond allocation and 4% tax credits from CDLAC and CTCAC	Subtask B: Resolution from CDLAC on bond allocation and reservation letter from CTCAC	Subtask B: Month 9-11	
Subtask C: Close Escrow	Subtask C: Closing Statement	Subtask C: Month 12-14	
Subtask D: Commence Construction	Subtask D: Commence Construction	Subtask D: Month 12-14	
Subtask E: Submit draw request to SGC for 25% of TCC AHSC AHD funds	Subtask E: Submit draw request for 25% of TCC AHSC AHD funds	Subtask E: Submit draw request for 25% of TCC AHSC AHD funds one month after construction commencement (estimated Month 15)	
Task 2: Construction (Affordable Housing Development Draw Request)			

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Subtask A: Complete 50% of construction Subtask B: Submit 2nd draw request for 25% of TCC AHSC AHD funds	Subtask A: Construction documentation verifying that 50% of the construction budget has been expended with supporting invoices and payment documentation Subtask B: Submit 2nd draw request for 25% of TCC AHSC AHD funds	Construction Start Date: Month 14 50% Construction Completion: Estimated Month 21 Construction End Date: Estimated January Month 28	\$2,001,829.75 (Second 25% Draw)
Task 3: Complete Construction (Affordable Housing Development Draw Request)			
Subtask A: Complete 75% of construction Subtask B: Complete construction Subtask C: Submit 3rd and 4th draw request for 25% of TCC AHSC AHD funds	Subtask A: Construction documentation verifying that 75% of the construction budget has been expended with supporting invoices and payment documentation. Subtask B: Verification of Certificate of Occupancy and Copy of Recorded Notice of Completion Subtask C: Submit 3rd and 4th draw request for 25% of TCC AHSC AHD funds	Subtasks A - D: Construction End Date: Estimated Month 28 Submit after 35 days from recordation date of Notice of Completion Meet the CDLAC 50% test Submit draw for 3rd and 4th draw request on Month 25	\$2,001,829.75 (Third 25% Draw)
Task 4: Project completion			
Final 25% of the requested fund will be released upon receiving applicable documents listed below: • Proposal for Management Agent. • Management Agreement. • Management Plan • Rental Agreement, exhibits and HCD Lease Addendum. • Appeal and grievance procedure. • Evidence of hazard and liability insurance. Submit certificate with the liability endorsement.			

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- Initial proposed operating budget and explanation of budgeted costs (electronic version required).
- Schedule of Rental Income (electronic budget).
- Updated preliminary title report (less than 30 days old).
- ALTA Land Title "As Built" Survey (SGC must be named as a party to the transaction within the signed Surveyor's Certificate).
- Partnership borrowers: all partnership agreement documents including amendments, LP-1, LP-2, loan authorization and certificate of status from Secretary of State.
- "Corporate managing general partner or borrower: articles of incorporation, by-laws, resolution, certificate of status from the Secretary of State (SOS).
- Limited Liability Company managing general partner or borrower: articles of organization, operating agreement, resolution, certificate of status from the SOS."
- Prevailing Wage Compliance Certificate.
- Certification of Completion.
- Architect's completion certificate.
- Statement from borrower certifying receipt of all construction warranty documents and an itemization of these documents.
- Final certificate of occupancy.
- Copy of recorded notice of completion.
- Final audited cost certification - signed.
- General Liability and Property Insurance copies.
- Recorded deed of trust.
- Signed checklist for jurisdiction's checklist.

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Housing Related Infrastructure (Part 2 of 3)

Lead Entity: Housing Authority of the City of Fresno, CA				
Project Description: Construct site utilities, surface improvements, and parks-landscaping amenities associated with China Town Housing Development				
Task	Deliverables/Milestones	Timeline	Grant Funds	Leverage Funds
Task 1: Escrow Closing (Affordable Housing Development Draw Request) Subtask A: Documentation of site acquisition Subtask B: Documentation of impact fees Subtask C: Documentation of architectural and engineering services	Subtask A: Submit documentation of site acquisition Subtask B: Submit documentation of impact fees to be paid Subtask C: Submit documentation of architectural and engineering services to be paid Subtask D: Submit draw request for portion of TCC HRI funds (Estimated \$1,325,732)	Subtask A - C: Pay at escrow closing (estimated Month 14)	Subtask A: \$225,000 Subtask B: \$300,000 Subtask C: \$800,732	\$0
Task 2: Construction (Affordable Housing Development Draw Request) Subtask A: Complete 50% of site utilities, surface improvements, and parks-landscaping amenities	Subtask A: Construction documentation verifying that 50% of the site utilities, surface improvements, and parks-landscaping amenities construction budget has been expended with supporting invoices and payment documentation Subtask B: Submit 2nd draw request for portion of TCC HRI funds (\$737,134)	Construction Start Date: Month 14 50% Completion: Estimated two months after closing (Month 16)	Subtask A: \$737,134	\$0

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Task 3: Complete Construction (Affordable Housing Development Draw Request) Subtask A: Complete site utilities, surface improvements, and parks-landscaping amenities	Subtask A: Construction documentation verifying that the site utilities, surface improvements, and parks-landscaping amenities construction budget has been expended with supporting invoices and payment documentation Subtask B: Submit 3rd draw request for portion of TCC HRI funds (\$737,134)	Construction Start Date: Month 14 HRI work completion: Estimated four months after closing (Month 18)	Subtask A: \$737,134	\$0
Grant Administration		HRI Project Subtotal	\$2,800,000	\$0
	Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding	Grant Term	\$0	\$0
		HRI Project Total	\$2,800,000	\$0

Strategic Growth Council – Transformative Climate Communities Program Implementation Grant – Round 1

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Sustainable Transportation Infrastructure (Part 3 of 3)

Lead Entity: City of Fresno				
Project Description: There are three Sustainable Transportation Improvements (STI) planned. STI #1 will improve active transportation access to a transit stop in Chinatown located on F and Tulare Streets through the installation of 14 LED streetlights on F Street. Lighting will be installed from Fresno to Ventura Street. STI #2 will increase the urban tree canopy and provide more greenspace in Chinatown. This will be accomplished through planting 26 trees on F Street from Fresno to Mariposa Streets. One parklet will also be installed within these limits. STI #3 will reconstruct China Alley between Kern and Inyo into a permeable green alley and install strand lighting to increase visibility. The City of Fresno will provide the long-term operations and maintenance of the improvements.				
Task	Deliverable(s)	Timeline	Grant Funds	Leverage Funds
TASK 1: Project Readiness Subtask A: CEQA Process Subtask B: Utility Data Gathering Subtask C: Topographic Survey	1. City to prepare Notice of Determination 2. Compile known utilities within areas of work 3. City to prepare topo survey and deliver CAD file incorporating R/W, utility and geographic field data for design	Month 1-3	\$12,504 15% of PE	\$0
TASK 2: Preliminary Engineering Subtask A: 30% Design Plans Subtask B: 60% Design Plans Subtask C: 90% Design Plans, Specifications and Estimates (PS&E) Subtask D: 100% Design PS&E	1. Prepare preliminary plans and route for review 2. Continue design and incorporate comments from 30% submittal. Route for review 3. Complete design and incorporate comments from 60% submittal. Prepare Specifications and update Engineer's Estimate 4. Incorporate comments from 90% submittal. Route for signatures	Month 4-35	\$52,021 Remaining PE funding	\$0
TASK 3: Construction Bidding and Award Subtask A: Advertise Project for Bidding Subtask B: Receive Bids Subtask C: Identify Responsive & Responsible Bidder	1. Upload PS&E's to online portals and advertise project per normal bidding process 2. Bid packages will be delivered to City per standard bidding process	Month 36-44	\$4,168 5% of PE	\$0

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Subtask D: Council Award of Construction Contract Subtask E: Construction Contract Executed	3. Bid opening will be public and Staff will determine who the lowest responsive and responsible bidder is 4. Staff will present contract to Council for award 5. Contract will be executed upon Council award			
TASK 4: Construction Subtask A: Begin Construction Subtask B: Construction Complete Subtask C: Final inspection Subtask D: Initial Close-out	1. Staff will hold a pre-construction meeting and issue a Notice to Proceed to Contractor. Contractor will pull required permits and commence construction 2. Major work activities are complete, Contractor begin demobilizing 3. Final punch list will be developed by staff and delivered to Contractor for completion 4. Issue retainage (if applicable), complete final paperwork and documentation	Month 45-60	\$894,540 All CON-related funding	\$0
TASK 5: Project Management	1. Staff documentation, meetings, project coordination, etc. as required to achieve project milestones	Month 1-60	\$7,334 0.75% of total budget	\$0
TASK 6: Grant Administration Subtask A: Memorandum of Understanding (MOU) Subtask B: Financials Subtask C: Reporting Subtask D: Review and Performance Subtask E: Closeout	1. Work with City of Fresno (Grantee) to finalize individual MOU that defines responsibilities and expectations 2. Implement process, defined by MOU, to submit invoices and supporting documentation for grant reimbursement 3. Provide regular reports, as defined by the requirements of specific project type(s), by prescribed deadlines to Grantee for inclusion in required regular reports to the state 4. Implement processes and oversight systems that ensure compliance with grant agreement and project specific requirements. Maintain project records during grant period and for three years post closeout	Month 1-60	(included below) 0.75% of total budget	\$0

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	for potential site visits/review by Grantee and/or the State.			
	5. Reconcile all final expenses and submit all final invoices for reimbursement. Submit all Final and Phase 2 reports as required by project type.			
		STI Project Subtotal	\$970,568	\$0
Grant Administration (see Task F, above)	Grant Administration activities (including indicator tracking) per the grant agreement and the Memorandum of Understanding	Grant Term	\$7,334	\$0
		STI Project Total	\$977,902	\$0