05-52-03-105-R3B
14-299
8/26/14

MEASURE "C"
AGREEMENT TO ESTABLISH PROGRAM ELIGIBILITY AND FUNDING REQUIREMENTS
Environmental Enhancement Program
Transit Oriented Development (TOD) Subprogram
Capital Construction Costs– Met Block Development
Off-Site Improvements
(VanNess/Stanislaus)

This Program Eligibility and Funding Agreement ("**Agreement**") is made and entered into on 9/10, 2014, by and between the City of Fresno ("**Grantee**") and the Fresno County Transportation Authority ("**Authority**").

RECITALS

WHEREAS, passage of the Measure C Extension created within the Environmental Enhancement Funding Allocation Program a subprogram entitled "Transit Oriented Infrastructure for In-fill" ("TOD"), the purpose of which was to provide funding to support planning and incentives generally intended to support increased demand for transit facilities; and

WHEREAS, in accordance with the Measure C Extension Expenditure Plan ("Expenditure Plan") and most notably Appendix F thereto, the details regarding the funding and implementation of the TOD subprogram are set forth in the "Fresno County Measure C Transit Oriented Development Program Policies and Guidelines" (the "TOD Guidelines," attached as Appendix 1 hereto); and

WHEREAS, as recommended in the Expenditure Plan and as described in the Measure C Extension Strategic Implementation Plan, Appendix J, the TOD Guidelines specify three (3) categories of projects/programs for which the TOD is available to provide competitively-based funding, which are generally characterized in the TOD Guidelines under the following respective headings: (1) Capital Improvement Program; (2) Planning Program; and (3) Housing In-Fill Incentive Program; and

WHEREAS, Grantee submitted for approval, under the Capital Improvement Program category of the TOD, a "Project Application" requesting reservation from eligible Measure C Extension funds of **$121,342** in funding, which amount shall be available solely for implementation and completion of the construction phase of the

proposed "Met Block Development Off-Site Improvements Van Ness/Stanislaus Project"; and

WHEREAS, Authority is authorized to approve funding for payment to Grantee in accordance with this Agreement, the TOD Guidelines and the Expenditure Plan, for funding of the construction phase of Grantee's proposed Met Block Development Off-Site Improvements Van Ness/Stanislaus Project; and

WHEREAS, on April 23, 2014, based in part on the consistency of Grantee's proposed Project funding request (as described in its "Project Application Met Block Development Off-Site Improvements Van Ness/Stanislaus Project" dated February 19, 2014) with the purposes of the Capital Improvement Program as described in the TOD Guidelines, the Authority's Board approved the reservation of $121,342 in TOD funding to be made available for implementation and completion of the construction phase of Grantee's proposed Met Block Development Off-Site Improvements Van Ness/Stanislaus Project; and

WHEREAS, the Authority's Board further directed Authority staff to draft this Agreement, for the purpose of establishing program implementation requirements and the terms and conditions governing the rights and obligations of the respective parties hereunder; and

WHEREAS, Authority and Grantee now desire to enter into this Agreement, which serves to establish requirements for Grantee's use of the funding provided hereunder, as well as delineating the respective rights and obligations of the parties regarding use of Measure C funds as authorized for use by Grantee for the purposes specified hereunder, including but not limited to conditions and limitations on Grantee's right to receipt of payment hereunder.

NOW, THEREFORE, in consideration of the mutual promises and undertakings herein made and the mutual benefits to be derived therefrom, the parties hereto represent, covenant and agree as follows:

AGREEMENT

ARTICLE I

Covenants of Grantee

Grantee agrees to abide by the terms and conditions of this Agreement and the TOD Guidelines for the receipt of Measure "C" funds available under the TOD subprogram, and to comply with the Expenditure Plan, the TOD Guidelines, and all adopted Policies and Procedures as applicable, as well as any subsequent amendments, updates, or other applicable plans.

1.1 **Project Scope, Schedule and Funding Program**. The Project scope of work, schedule and funding program, as well as any change(s) thereto may not be implemented or initiated until approved by the Authority. For purposes of this Agreement, the Project scope, schedule and funding program is as defined and described in Grantee's Transit Oriented for In-Fill Development Capital Project Application "Met Block Development Off-Site Improvements Van Ness/Stanislaus Project" and as further described below in Exhibits A through C. Grantee must demonstrate in the funding program that the Project or Project phase is fully funded.

1.1.1 Project Scope. See Attached Exhibit A.

1.1.2 Project Schedule. See Attached Exhibit B.

1.1.3 Project Funding Program. See Attached Exhibit C.

1.2 **Eligibility for Funding**. In order to be eligible for TOD funding hereunder, a proposed development project must meet all of the following requirements as more thoroughly set forth in the in the TOD Guidelines, Appendix 1 hereto:

1.2.1 Density. The project must have a density of no less than eighteen (18) units per acre.

1.2.2 Location. The project must be located within the Downtown Fresno Area defined in the TOD Guidelines (Appendix 1 hereto) and identified in the map attached as Exhibit A thereto.

1.3 **Compliance with California PUC Code 142257**. Grantee agrees to the following:

1.3.1 Measure "C" funds will not be used to substitute for property tax funds, which Grantee had previously used for regional or other transportation purposes. It is hereby acknowledged by Grantee that such substitution

of property tax funds is expressly prohibited by California Public Utilities Code Section 142257.

1.3.2 Grantee has segregated property tax revenues from its other general fund revenues used to support the Project so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to the Grantee's entire general fund.

1.3.3 Grantee shall account for Project funds received pursuant to Public Utilities Code Section 142257. Grantee shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Grantee shall make such records available to the Authority for inspection or audit at any time.

1.4 **Compliance with Other Laws**. In performance of its obligations relating to administration and completion of the environmental phase of Grantee's proposed Met Block Development Off-Site Improvements Van Ness/Stanislaus project, Grantee shall at all times comply with all federal, state and local laws, ordinances and regulations currently in force as well as those that are subsequently enacted, promulgated or amended and thereby become applicable during the term of this Agreement.

1.5 **Measure "C" Funds Defined**. For purposes of this Agreement, Measure "C" funds are deemed to be available under the TOD, subject to the limitations and conditions specified in this Agreement and the TOD Guidelines. Provided, however, that unless another amount receives formal advance approval by means of a subsequent written amendment to this Agreement, the total cumulative amount of Measure "C" funds allocated under the TOD for the construction phase of Grantee's proposed Met Block Development Off-Site Improvements Van Ness/Stanislaus Project shall not exceed the sum of $121,342.

1.6 **Maintenance of Project Records**. Grantee shall maintain complete and accurate records for the project for which funding is made available hereunder. All such records shall be maintained on a generally-accepted accounting basis and be clearly identified and readily accessible. Grantee shall provide free access to the Authority at all times to such books and records. Grantee shall maintain all work data, documents, and proceedings relating to this Agreement for a period of five (5) years from the date of final audit from the Authority.

1.7 **Invoices**. Grantee shall submit invoices to the Authority no more frequently than monthly for activities conducted over the prior unbilled month. These documents shall include the following specified information:

1.7.1 Monitoring Expenditures and Progress Payments. Grantee will monitor expenditures and progress payments against the "not to exceed" limits specified in Section 1.1.3 of this Agreement.

1.7.2 Project Progress. If Project costs have not been invoiced for a six-month period, Grantee agrees to submit a written explanation of the absence of the Project's progress to the Authority, along with a target billing date and a target billing amount.

1.7.3 Direct and Indirect Costs. Grantee may include in the Project invoice, direct and indirect costs of the Project. Indirect costs (as defined by OMB Circular A-87) will be considered an eligible expense.

1.7.4 Copies of Invoices. Grantee shall provide the Authority with one (1) copy of appropriate source documentation to substantiate Project expenses or costs.

1.7.5 Eligible Project Cost Request Deadline. Invoices for eligible Project costs incurred by Grantee shall be submitted to the Authority on the approved form. The appropriation request will specify the use of the funding and the manner in which other sources of funding for the Project were applied. The Authority's Executive Director will review invoices for accuracy and sufficiency in terms of compliance with the foregoing requirements. Unsatisfactory or inadequate invoices will be returned to Grantee for correction and resubmission. Upon receipt of a proper invoice, eligible Measure "C" and TOD funds (as applicable) shall be provided to the Grantee within 45 days.

1.7.6 Use of Funds Grantee shall use Measure "C" and TOD funds (as applicable) consistent with the Measure C Expenditure Plan, Strategic Implementation Plan, and Section 1.1.1 of this Agreement.

1.8 **Award of Project.** Grantee shall administer the Project, including but not limited to its advertisement and award of all contracts, in accordance with applicable

legal requirements as provided above in Section 1.4 and in full conformity with the standards applied by Grantee in the administration of its own construction projects.

ARTICLE II

Covenants of Authority

Authority agrees to provide to the Grantee Measure "C" Extension funds available under the TOD, up to the maximum amount of $121,342 approved for the construction phase of Grantee's proposed Met Block Development Off-Site Improvements Van Ness/Stanislaus Project, in accordance with the terms and conditions set forth herein, and in compliance with the Expenditure Plan, the TOD Guidelines, all Measure "C" Policies and Procedures, and all adopted Policies and Procedures as applicable, as well as any subsequent amendments, updates, or other applicable plans.

2.1 **Eligible Project Cost Payments**. The Authority shall make payments to Grantee for actual incurred eligible project costs as specified in Section 1.1.3 of this Agreement and consistent with the Measure C Extension Strategic Implementation Plan. To receive payments for eligible project work completed, Grantee shall comply with the following procedures:

2.1.1 Ineligible Costs. The Authority reserves the right to recover payment from Grantee if an invoice includes ineligible Project costs.

2.1.1.1 It is further understood and acknowledged that if an alternative source or method of financing becomes available to Grantee to provide funding for this project in whole or in part, then the project shall be deemed ineligible for funding hereunder to such extent; and in such event the Authority shall be entitled to a refund of the funds allocated under this Agreement in an amount equal to the funds obtained by the Grantee from such alternative source or method of financing, up to and including a full refund of all monies allocated hereunder if the Authority determines that all project costs have become "Ineligible Costs" under the provisions of this Section 2.1.

2.1.2 Payment Amount. The amount of payments to Grantee for eligible project costs shall be made pursuant to the Measure C Extension Strategic Implementation Plan and this Agreement.

2.1.3 Suspension of Payment. Payments for eligible Project costs shall be suspended without interest when a dispute arises as to whether or not a cost item(s) is eligible for payment.

2.1.3.1 Dispute Resolution. All disputes shall be settled in accordance with the laws of the State of California. Once a dispute has occurred, the Authority and Grantee shall attempt to resolve the dispute informally in a mutually agreeable manner.

2.2 **Right to Conduct Audit**. The Authority shall have the right to conduct an audit of all Grantee's records pertaining to the Project at any time following completion of the eligible Project work.

2.2.1 Notice of Audit. The Authority must provide at least 30 days' advance notice to Grantee if an audit is to be conducted.

ARTICLE III

Mutual Covenants

The Authority is released from any liability to Grantee regarding the Authority's administration and issuance of the Measure "C" proceeds except for any breach of Authority's fiduciary duty as set forth in the Expenditure Plan and Measure C Extension Strategic Implementation Plan.

3.1 **Effective Date and Term**. This Agreement shall become effective as of the date of its full execution by the parties and shall remain in full force and effect, for a period of twelve (12) months following the date of Grantee's completion of eligible Project work, unless sooner terminated as provided in Section 3.2 or in Section 3.4 or unless the Agreement's term is extended by formal approval of a subsequent amendment hereto in accordance with Section 3.8.

3.2 **Discharge**. This Agreement shall be subject to discharge as follows:

3.2.1 Termination by Mutual Consent. This Agreement may be terminated at any time by mutual consent of Grantee and Authority. If this Agreement is mutually terminated by the parties, Grantee will no longer receive Measure "C" funds under the TOD for its proposed Met Block Development Off-Site Improvements Van Ness/Stanislaus Project (or any phase thereof), unless a new agreement

between Grantee and Authority relating to such Project is formed; and in the event of such mutual termination, those funds remaining from the originally reserved funding allocation of $121,342 for the construction phase of this Project shall be returned by the Authority to the general TOD funding pool.

3.2.2 Discharge Upon Completion of Grantee's Program. Except as to any rights or obligations which survive discharge as specified in Section 3.14, upon completion of Grantee's completion of eligible project work, this Agreement shall be discharged, and the parties shall have no further obligation to each other.

3.2.3 Termination by Authority. The Authority reserves the right to terminate the Agreement at any time by giving written notice to Grantee of such termination and specifying the effective date thereof. If this Agreement is terminated by the Authority as provided herein, Grantee will be paid by the Authority for eligible Project costs incurred prior to termination of the Agreement, consistent with the requirements of the Program referenced herein and in the TOD Guidelines. In that event, all finished or unfinished documents and other materials shall, at the option of the Authority, become its property subject to the terms and conditions of Section 1.6.

3.3 **Indemnity**. It is mutually understood and agreed, relative to the reciprocal indemnification of Authority and Grantee:

3.3.1 Grantee shall fully defend, indemnify and hold harmless Authority, and any officer or employee of Authority, against any and all damages, liabilities, claims and expenses, arising out of Grantee's errors, omissions, negligent acts or willful misconduct during the term of this Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Grantee shall fully defend, indemnify and hold the Authority harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Grantee under this Agreement or in connection with any work, authority, or jurisdiction delegated to Grantee under this Agreement.

3.3.2 Authority shall fully defend, indemnify and hold harmless Grantee, and any officer or employee of Grantee, against any and all damages, liabilities, claims and expenses, arising out of Authority's errors, omissions, negligent acts or willful misconduct during the term of this

Agreement. It is also fully understood and agreed that, pursuant to Government Code Section 895.4, Authority shall fully defend, indemnify and hold Grantee harmless from any liability imposed for injury as defined by Government Code Section 810.8 occurring by reason of anything done or omitted to be done by Authority under this Agreement or in connection with any work, authority, or jurisdiction delegated to Authority under this Agreement.

3.4 **Limitation**. All obligations of the Authority under the terms of this Agreement are expressly subject to the Authority's continued authorization to collect and expend the sales tax proceeds provided by Measure "C" Extension funds. If for any reason the Authority's right to collect or expend such sales tax proceeds is terminated or suspended in whole or part, the Authority shall promptly notify the Grantee, and the parties shall consult on a course of action. If, after twenty-five (25) working days, a course of action is not agreed upon by the parties, this Agreement shall be deemed terminated by mutual or joint consent; provided, that any future obligation to fund from the date of the notice shall be expressly limited by and subject to: (i) the lawful ability of the Authority to expend sales tax proceeds for the purposes of the Agreement; and (ii) the availability, taking into consideration all the obligations of the Authority under all outstanding contracts, agreements to other obligations of the Authority, of funds for such purposes.

3.5 **Notices**. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

AUTHORITY:

Mr. Ron Peterson, Executive Dir.
Fresno County Transportation Authority
2220 Tulare Street, Suite 411
Fresno, CA 93721
Ph: (559) 600-3282 Fax: (559) 600-1499
measurec@sbcglobal.net

RESPONSIBLE AGENCY:

Scott Mozier P.E., Public Works Director
City of Fresno
2600 Fresno Street, 4th Floor
Fresno, CA 93721
Ph: (559) 621-8811; Fax: (559) 488-1045
Scott.Mozier@fresno.gov

3.5.1 Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

3.6 **Additional Acts and Documents**. Each party agrees to do all such things and take all actions, and to make, execute and deliver such other documents and instruments, as shall be reasonably requested to carry out the provisions, intent and purpose of the Agreement.

3.7 **Integration**. This Agreement represents the entire Agreement of the parties with respect to the subject matter hereof. NO representations, warranties, inducements or oral agreements have been made by any of the parties except as expressly set forth herein, or in other contemporaneous written agreements.

3.8 **Amendment**. This Agreement may not be changed, modified, or rescinded except in writing, signed by all parties hereto, and any attempt at oral modification of this Agreement shall be void and of no effect.

3.9 **Independent Agency**. Grantee renders services under this Agreement as an independent agency under the Agreement. None of the Grantee's agents or employees shall be agents or employees of the Authority and none of the Authority's agents or employees shall be agents or employees of the Grantee agency.

3.10 **Assignment**. The Agreement may not be assigned, transferred, hypotheticated, or pledged by any party without the express written consent of all parties hereto.

3.11 **Binding on Successors**. This Agreement shall be binding upon each of the parties and their respective successor(s), assignee(s) or transferee(s). Provided however that this provision shall not be construed as an authorization to assign, transfer, hypothecate or pledge this Agreement, other than as provided in Section 3.10 above.

3.12 **Severability**. Should any part of this Agreement be determined to be unenforceable, invalid, or beyond the authority of either party to enter into or

carry out, such determination shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect; provided that, the remainder of this Agreement can, absent the excised portion, be reasonably interpreted to give effect to the intentions of the parties.

3.13 **Counterparts**. This Agreement may be executed in one or more counterparts and shall become effective when one or more counterparts have been signed by all of the parties; each counterpart shall be deemed an original but all counterparts shall constitute a single document.

3.14 **Survival**. The following provisions in this Agreement shall survive discharge:

3.14.1 Grantee. As to the Grantee agency, the following sections shall survive discharge: Section 3.3 (Indemnity),

3.14.2 Authority. As to Authority, the following section shall survive discharge: Section 2.3 (Right to Conduct Audit) and Section 3.3 (Indemnity).

3.15 **Time**. Time is and shall be of the essence of this Agreement and each and all of its provisions in which performance is a factor.

3.16 **Remedies Cumulative**. No remedy or election of remedies provided for in this Agreement shall be deemed exclusive, but shall be cumulative with all other remedies at law or in equity. Each remedy shall be construed to give the fullest effect allowed by law.

3.17 **Applicable Law**. This Agreement shall be governed by, and construed and enforced in accordance with the laws of the State of California. The parties agree that this contract is made in and shall be performed in Fresno County, California.

3.18 **Captions**. The captions in this Agreement are for convenience only and are not a part of this Agreement. The captions do not in any way limit or amplify the provisions of this Agreement and shall not affect the construction or interpretation of any of its provisions.

3.19 **No Continuing Waiver**. The waiver by any party of any breach of any of the provisions of this Agreement shall not constitute a continuing waiver or a

waiver of any subsequent breach of the same, or of any other provision of this Agreement.

3.20 **No Rights in Third Parties**. Nothing in this Agreement, express or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any third party, nor is anything in this Agreement intended to relieve or discharge the obligation or liability of any third party to any party to this Agreement, nor shall any provision of this Agreement give any third party any right of subrogation or action over or against any party to this Agreement.

3.21 **Attorney's Fees and Costs**. Authority and Grantee each will bear its own respective costs, including attorney's fees, in connection with any legal proceedings related to the interpretation or enforcement of this Agreement or any of the terms and conditions hereof.

3.23 **Exhibits and Recitals**. The Recitals and Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

3.24 **Signator's Warranty**. Each party warrants to each other that he or she is fully authorized and competent to enter into this Agreement in the capacity indicated by his or her signature and agrees to be bound by this Agreement as of the day and year first mentioned above upon the execution of this Agreement by each other party.

3.25 **Force Majeure**. Any party shall be excused from performing its obligations under this Agreement during the time and to the extent that it is prevented from performing by an unforeseeable cause beyond its control, including but not limited to: any incidence of fire, flood; acts of God; commandeering of material, products, plants or facilities by federal, state or local government; national fuel shortage; or a material act or omission by any party; when satisfactory evidence of such cause is presented to that other party, and provided further such nonperformance is unforeseeable, beyond the control and is not due to the fault or negligence of the party not performing.

IN WITNESS WHEREOF, the undersigned parties have executed this Agreement on the day and year first written above.

FRESNO COUNTY TRANSPORTATION AUTHORITY

By _____ (Signature)

Name Harry Armstrong (Typed)

Title Chair of the Authority

ATTEST
By _____ (Signature)

Name Ron Peterson (Typed)

Title Executive Director

Attest:
Contracts Administrator-Board Clerk

APPROVED AS TO LEGAL FORM:
Daniel C. Cederborg,
County Counsel

By _____ (Signature)

Name Michael E. Rowe

Title Senior Deputy County Counsel

APPROVED AS TO ACCOUNTING FORM:

By _____ (Signature)

Name Vicki Crow, C.P.A.

Title Auditor-Controller/Treasurer-Tax Collector

CITY OF FRESNO

By _____ (Signature)

Name Scott L. Mozier, P.E.

Title Public Works Director

ATTEST
By Cindy Bruer, Deputy (Signature)

Name Yvonne Spence CMC

Title City Clerk

APPROVED AS TO FORM

Douglas Sloan, City Attorney

BY: _____ 8/28/14
Brandon M. Cole, Deputy

EXHIBIT A – PROJECT SCOPE

Met Block Off-Site Improvements On Fulton between Calaveras and Stanislaus and along Calaveras and Stanislaus between Fulton and Van Ness

Responsible Agency
City of Fresno

Project Limits
The project limits include Off-Site Improvements to the Met Project along the frontage street of Fulton, Calaveras and Stanislaus.

Project Phase *(Choose the Project Phase(s) applicable to this Agreement)*
- ☐ Phase 1 - Preliminary Engineering *[Includes Preliminary Design/Engineering (PS&E) and Environmental]*
- ☐ Phase 2 - Right-of-Way Acquisition
- ☒ Phase 3 - Construction *(Includes Project Construction & Construction Management)*

Project Phase(s) Scope
The project consists of Construction of off-site improvements along the abutting frontages of the project site consisting of curbs and gutters, sidewalks and paving on Stanislaus Street, Fulton, and Calaveras.

Complete Project Scope
Phase 1 consists of preparation of PS&E and was privately funded. All work is within the existing right-of-way. Phase 3 consists of advertising the project for construction bids, construction of off-site improvements, inspection and construction engineering.

Project Purpose
The purpose of this project is to provide off-site improvements to accommodate higher-density, infill development in the project vicinity.

Transportation Benefit
The project is expected to improve air quality, reduce traffic congestion, improve circulation and aesthetics in the project vicinity.

Implications of Not Doing the Project
Existing conditions would remain in place including poor driving surface, poor circulation and poor aesthesis hindering adjacent infill site development.

Community Engagement
The project limits are within a moderately populated residential and area. Residents and property owners will be kept informed of the Project's status and schedule through the City's Public Works Department and local media.

Construction Staging
The project construction is straightforward in nature and will be constructed in a single phase. Open trenches will be backfilled or plated at the end of daily construction operations. Construction phasing may be implemented due to the potential impacts on adjacent residences, businesses, schools, which use this street to access their property.

Detours
Detours will be provided to ensure access to surrounding property owners.

Current Status
Phase 1 is complete. Phase 2 is not applicable to this project. Phase 3 is currently in progress.

Contact
For inquiries, you may contact David Cisneros, with the City of Fresno Public Works Dept. at (559) 621-8804.

EXHIBIT B – PROJECT SCHEDULE

Met Block Off-Site Improvements On Fulton between Calaveras and Stanislaus and along Calaveras and Stanislaus between Fulton and Van Ness

Replace information below with information for subject project phase

Responsible Agency
City of Fresno

Project Limits
The project limits are along Broadway, in Downtown, between Calaveras and San Joaquin.

Project Phase
☐ Phase 1 - Preliminary Engineering *[Includes Preliminary Design/Engineering (PS&E) and Environmental]*
☐ Phase 2 - Right-of-Way Acquisition
☒ Phase 3 - Construction *(Includes Project Construction & Construction Management)*

Contact
For inquiries, you may contact David Cisneros, with the City of Fresno Public Works Dept. at (559) 621-8804.

Project Schedule

PROJECT PHASE	START	END	2012/13												2013/14												2014/15											
			J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J
Prelim. Eng.*1	Prior	2013/14																																				
1. Prelim. Design																																						
2. PS&E																																						
3. Environ. Doc.																																						
4. Other (PG&E)																																						
Right-of-Way *2																																						
1. Parcel Research																																						
2. Appraisal																																						
3. Acquisition																																						
Construction *3	2014/15	2014/15																																				
1. Bid Devel.																																						
2. Construction																																						
3. Constr. Manage.																																						
4. Detour Process																																						
5. Other (PG&E Util.)																																						

*1 *Preliminary Engineering: Preliminary Design/Engineering (PS/E), Environmental*

*2 *Right-of-Way Acquisition*

*3 *Project Construction & Construction Management*

EXHIBIT C - PROJECT FUNDING PROGRAM

Met Block Off-Site Improvements

On Fulton between Calaveras and Stanislaus and along Calaveras and Stanislaus between Fulton and Van Ness

Responsible Agency

City of Fresno

Project Limits

The project limits include Off-Site Improvements to the Met Project along the frontage street of Fulton, Calaveras and Stanislaus.

Project Phase *(Choose all applicable to this Agreement – funding for the phase(s) must be fully funded at the time that the agreement is approved by the Authority and the Responsible Agency)*

- ☐ Phase 1 - Preliminary Engineering *[Includes Preliminary Design/Engineering (PS&E) and Environmental]*
- ☐ Phase 2 - Right-of-Way Acquisition
- ☒ Phase 3 - Construction *(Includes Project Construction & Construction Management)*

Contact

For inquiries, you may contact David Cisneros, with the City of Fresno Public Works Dept. at (559) 621-8804.

Funding Program *($ in millions)*

PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING 2007/08-10/11	NEW ALLOCATION MEASURE "C" TOD PROGRAM FY 2007/08 - 2017/18							TOTAL COST & FUNDING
				2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	
[illegible]			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
FUNDING PROGRAM											
Measure "C" Original Program											$0.000
Measure "C" Extension											$0.000
RTMF											$0.000
STIP											$0.000
TCRP											$0.000
Local Development Fees											$0.000
Federal Aid											$0.000
Other State (Specify)											$0.000
Other Local (Specify)											$0.000
Other Local (Privately Funded)					$0.006						$0.006
Other Local (Specify)											$0.000
TOTAL FUNDING PHASE 1:			$0.000	$0.000	$0.006	$0.000	$0.000	$0.000	$0.000	$0.000	$0.006

PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING 2007/08-10/11	NEW ALLOCATION MEASURE "C" TOD PROGRAM FY 2007/08 - 2017/18							TOTAL COST & FUNDING
				2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	
[illegible]	2008/09	2010/11	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000
FUNDING PROGRAM											
Measure "C" Original Program											$0.000
Measure "C" Extension											$0.000
RTMF											$0.000
STIP											$0.000
TCRP											$0.000
Local Development Fees											$0.000
Federal Aid											$0.000
Other State (Specify)											$0.000
Other Local (Specify)											$0.000
Other Local (Specify)											$0.000
Other Local (Specify)											$0.000
TOTAL FUNDING PHASE 2:			$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000	$0.000

PROJECT PHASE	START YEAR	END YEAR	PRIOR COST & FUNDING 2007/08-10/11	NEW ALLOCATION MEASURE "C" TOD PROGRAM FY 2007/08 - 2017/18							TOTAL COST & FUNDING
				2011/12	2012/13	2013/14	2014/15	2015/16	2016/17	2017/18	
[illegible]	2011/12	2012/13	$0.000	$0.000	$0.000	$0.115	$0.000	$0.000	$0.000	$0.000	$0.115
FUNDING PROGRAM											
Measure "C" Original Program											$0.000
Measure "C" Extension (TOD)						$0.115					$0.115
RTMF											$0.000
STIP											$0.000
SLPP											$0.000
Local Development Fees											$0.000
Federal Aid											$0.000
Other State (Specify)											$0.000
Other Local (Specify)											$0.000
Other Local (Specify)											$0.000
Other Local (Specify)											$0.000
TOTAL FUNDING PHASE 3:			$0.000	$0.000	$0.000	$0.115	$0.000	$0.000	$0.000	$0.000	$0.115
TOTAL FUNDING ALL PHASES:			$0.000	$0.000	$0.006	$0.115	$0.000	$0.000	$0.000	$0.000	$0.121

1 Preliminary Engineering: Preliminary Design/Engineering (PS&E), Environmental
2 Right-of-Way Acquisition
3 Project Construction & Construction Management