

File No. 210569

Committee Item No. 11

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 3, 2021

Board of Supervisors Meeting:

Date: _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
- Youth Commission Report
- Introduction Form
- Department/Agency Cover Letter and/or Report
- MOU
- Grant Information Form
- Grant Budget
- Subcontract Budget
- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER

- Notice of Funding Availability – February 14, 2020
- Grant Guidelines – October 30, 2019
- Planning Memo – October 11, 2018
- _____
- _____

Prepared by: John Carroll

Date: May 28, 2021

Prepared by: John Carroll

Date: _____

Prepared by: John Carroll

Date: _____

1 [Accept and Expend Grant - California Department of Housing and Community Development -
2 Infill Infrastructure Grant Program - 2340 San Jose Avenue - \$3,500,000]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development**
4 **(“MOHCD”) to execute the Standard Agreements with California Department of Housing**
5 **and Community Development (“HCD”) under the Infill Infrastructure Grant Program for**
6 **a total award of \$3,500,000 disbursed by HCD as a grant to the Mission Housing**
7 **Development Corporation, A California nonprofit corporation for infrastructure**
8 **improvements to the Balboa Park Plaza adjacent to and in support of a 100% affordable**
9 **housing project at 2340 San Jose Avenue, for the period starting on the execution date**
10 **of the Standard Agreements through June 30, 2023, and as amended; and authorizing**
11 **MOHCD to accept and expend the grant of \$3,500,000 for transportation related**
12 **improvement approved by HCD.**

13
14 WHEREAS, The State of California Department of Housing and Community
15 Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated
16 October 30, 2019, under the Infill Infrastructure Program (“IIG Program”) established under
17 Division 31, Part 12.5 of the Public Resources Code commencing with Section 53559; and

18 WHEREAS, The Department is authorized to approve funding allocations for the IIG
19 Program, subject to the terms and conditions of the NOFA IIG Program Guidelines adopted by
20 the Department on October 30, 2019 (“Program Guidelines”), an application package released
21 by the Department for the IIG Program (“Application Package”), and an IIG standard
22 agreement with the State of California (“Standard Agreement”), the Department is authorized
23 to administer the approved funding allocations of the IIG Program; and

1 WHEREAS, The IIG Program provides infrastructure for Capital Improvements Projects
2 in support of Qualifying Infill Projects or Qualifying Infill Areas to applicants identified through
3 a competitive process for the development of projects that, per the Program Guidelines,
4 support higher-density affordable and mixed-income housing and mixed-use infill
5 developments; and

6 WHEREAS, The IIG Program requires that joint applicants for a project will be held
7 jointly and severally liable for completion of such project; and

8 WHEREAS, Mission Housing Development Corporation, A California nonprofit
9 corporation (“Developer”), requested that the City and County of San Francisco (the “City”),
10 acting by and through Mayor’s Office of Housing and Community Development (“MOHCD”),
11 be a joint applicant for IIG Program funds for its project located at 2340 San Jose Avenue
12 consisting of new construction, 131-unit multifamily rental housing development affordable to
13 very-low and low-income households, with 39 units set aside for HOPE SF residents
14 voluntarily relocating, and 10,791 sq. ft of commercial space, with an early childhood
15 education center, community space and resource center, community bike space, and two
16 extra spaces for public benefit purposes or community-serving purposes (the “Project”); and

17 WHEREAS, The Project is a Qualifying Infill Project under the IIG Program; and

18 WHEREAS, Along with the construction of the Project, Developer and Bay Area Rapid
19 Transit (“BART”) have agreed to revitalize the Balboa Park BART Station plaza (“BART
20 Work”) adjacent to the Project, and Developer will receive the IIG grant funds awarded for the
21 BART Work; and

22 WHEREAS, On October 11, 2018, by Notice of Final Approval of an SB 35 Project, the
23 Planning Department by case No. 2017-012151PRJ, determined that the Project met all the
24 standards of the Planning Code and would be eligible for ministerial approval under California
25 Government Code, Section 65913.4 (Senate Bills 35 and 765), California Public Resources

1 Code, Section 21080, and the CEQA Guidelines, Sections 15002(i)(1), 15268 and 15369, and
2 would therefore not be subject to the California Environmental Quality Act (CEQA); and

3 WHEREAS, The Board of Supervisors authorized MOHCD to apply for IIG Program
4 funds and submit an Application Package as a joint applicant with the Developer through
5 Resolution No. 25-20; and

6 WHEREAS, The City, BART, and the Developer entered into a Memorandum of
7 Understanding to make commitments regarding the BART Work by Developer (or its affiliate),
8 and will enter into additional agreements related to completion of the BART Work; and

9 WHEREAS, Through an award letter dated June 23, 2020, the Department made an
10 award in the total amount of \$3,500,000 to be disbursed by HCD as a grant to the Developer
11 for the BART Work in support of the Project as approved by HCD, subject to the terms and
12 conditions of the STD 213, Standard Agreement (“Standard Agreement”), a copy of which is
13 on file with the Clerk of the Board of Supervisors in File No. 210569; and

14 WHEREAS, The grant terms prohibit including indirect costs in the grant budget; and

15 WHEREAS, Subject to approval by the Board of Supervisors concurrently with this
16 Resolution, MOHCD will enter into a long-term ground lease with the Developer for the
17 property located at 2340 San Jose Avenue and a loan of up to \$24,459,458 for the Balboa
18 Park Upper Yard Project on file with the Clerk of the Board of Supervisors in File No. 210569;
19 now, therefore, be it

20 RESOLVED, That the Board of Supervisors approves and authorizes the MOHCD to
21 enter into the Standard Agreements with the Department, with terms and conditions that IIG
22 Program funds are to be used for allowable capital asset project expenditures identified in
23 Exhibit A; and, be it

24 FURTHER RESOLVED, That the Board Supervisors authorizes the City to accept and
25 expend the grant funds disbursed under the Standard Agreement; and, be it

1 FURTHER RESOLVED, That the Board of Supervisors hereby waives inclusion of
2 indirect costs in the grant budget; and, be it

3 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
4 MOHCD (or his designee) to execute and deliver any documents in the name of MOHCD that
5 are necessary, appropriate or advisable to accept and expend the IIG Program funds from the
6 Department, and all amendments thereto, and complete the transactions contemplated herein
7 and to use the funds for eligible capital asset(s) in the manner presented in the application as
8 approved by the Department and in accordance with the NOFA and Program Guidelines and
9 Application Package; and, be it

10 FURTHER RESOLVED, That all actions authorized and directed by this Resolution and
11 heretofore taken are ratified, approved and confirmed by this Board of Supervisors; and, be it

12 FURTHER RESOLVED, That within thirty (30) days of the agreement being fully
13 executed by all parties, the Mayor's Office of Housing and Community Development shall
14 provide the final agreement to the Clerk of the Board for inclusion into the official file.

1 Recommended:

2

3 /s/
Eric D. Shaw, Director
4 Mayor's Office of Housing and Community Development

5

6 Approved:

7

8 /s/
London N. Breed, Mayor

9 /s/
Ben Rosenfield, Controller

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****Disability Access Checklist***(Department must forward a copy of all completed Grant Information Forms to the Mayor's Office of Disability)**

13. This Grant is intended for activities at (check all that apply):

- | | | |
|---|--|--|
| <input type="checkbox"/> Existing Site(s) | <input type="checkbox"/> Existing Structure(s) | <input type="checkbox"/> Existing Program(s) or Service(s) |
| <input type="checkbox"/> Rehabilitated Site(s) | <input type="checkbox"/> Rehabilitated Structure(s) | <input type="checkbox"/> New Program(s) or Service(s) |
| <input checked="" type="checkbox"/> New Site(s) | <input checked="" type="checkbox"/> New Structure(s) | |

14. The Departmental ADA Coordinator or the Mayor's Office on Disability have reviewed the proposal and concluded that the project as proposed will be in compliance with the Americans with Disabilities Act and all other Federal, State and local disability rights laws and regulations and will allow the full inclusion of persons with disabilities. These requirements include, but are not limited to:

1. Having staff trained in how to provide reasonable modifications in policies, practices and procedures;
2. Having auxiliary aids and services available in a timely manner in order to ensure communication access;
3. Ensuring that any service areas and related facilities open to the public are architecturally accessible and have been inspected and approved by the DPW Access Compliance Officer or the Mayor's Office on Disability Compliance Officers.

If such access would be technically infeasible, this is described in the comments section below:

Comments:

Departmental ADA Coordinator or Mayor's Office of Disability Reviewer:

Eugene Flannery
(Name)

Environmental Compliance Manager
(Title)

Date Reviewed: May 7, 2021

Eugene Flannery
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eric D. Shaw
(Name)

Director
(Title)

Date Reviewed: 5/19/2021 | 12:47 PM PDT

DocuSigned by:
Eric D. Shaw
65F8D591D096444...
(Signature Required)

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670
Sacramento, CA 95833
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov



February 14, 2020

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Acting Deputy Director
Division of Financial Assistance

SUBJECT: **Infill Infrastructure Grant Program of 2019**
Amended Notice of Funding Availability for Large Jurisdictions

The California Department of Housing and Community Development (Department) is pleased to announce the availability of approximately \$194 million in funding for the Infill Infrastructure Grant Program of 2019 (program). The purpose of the program is to provide grants for Capital Improvement Projects in support of Qualifying Infill Projects or Qualifying Infill Areas. Funding for this NOFA and program requirements are provided under Assembly Bill 101 (Stats. 2019, ch. 159, § 20) and Part 12.5 (commencing with section 53559) of Division 31 of the Health and Safety Code.

Application materials must be submitted electronically via the FFAST system. Requirements for uploading the Application Workbook, UA Workbook, and required supporting documentation, including naming conventions, are described in the application instructions available at https://faast.waterboards.ca.gov/LoginLinks/FFAST_UserManual.pdf.

Applicants must submit application materials to the FFAST system. The portal will allow applicants to submit documents until **5:00 p.m. Pacific Standard Time on March 3, 2020**.

In addition, Applicants must submit hardcopies of the original wet signed resolutions, Payee Data form or TIN, and the Verification of Environmental Review and Land Use Entitlements forms through a mail carrier service such as U.S. Postal Service, UPS, FedEx or other carrier services that provide date stamp verification confirming delivery. These documents must be received by the Department no later than **5:00 p.m., Pacific Standard Time on March 6, 2020**, pursuant to the directions in the NOFA.

The Department held workshops to review the Notice of Funding Availability (NOFA) and application. The application is available on the Department's program webpage at <http://www.hcd.ca.gov/grants-funding/active-funding/iigp.shtml>. To receive program NOFA FAQs and other program information and updates, please subscribe to the program listserv at http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

Please submit questions to infill@hcd.ca.gov.

Infill Infrastructure Grant Program of 2019

Notice of Funding Availability For Large Jurisdictions

Amendment



**Gavin Newsom, Governor
State of California**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
California Department of Housing and Community Development**

2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833
Telephone: (916) 263-2771

Website: <http://www.hcd.ca.gov/grants-funding/active-funding/iigp.shtml>
Infill Infrastructure Grant Program email: infill@hcd.ca.gov

**October 30, 2019, 2019
Amended February 14, 2020**

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I. Overview

A. Notice of Funding Availability

This NOFA announces approximately \$194 million in funding for projects located in Large Jurisdictions. Large Jurisdictions are defined as any county with a population of more than 250,000 as of January 1, 2019, or any city within that county, pursuant to Health and Safety Code section 53559.1 (added by Stats. 2019, ch. 159 (A.B. 101), § 20).

These funds will be used to provide grants for infrastructure improvements in support of higher-density affordable and mixed-income housing, and mixed-use infill development projects. Specific eligible improvements include construction, rehabilitation, or other physical improvement of parks or open space, transit facilities, streets, and sidewalks.

B. Timeline

NOFA Date	October 30, 2019
Amended NOFA Release	February 14, 2020
Amended Application Due Date	March 3, 2020
Award Announcements	April 30, 2020

C. Authorizing Legislation, Regulations and Guidelines

Assembly Bill 101, which was signed by Governor Newsom on July 31, 2019, established the Infill Infrastructure Grant Program of 2019 (program) as set forth in Health and Safety Code sections 53559, 53559.1, and 53599.2 (added by Stats. 2019, ch. 159, § 20).

Applications submitted under this NOFA are subject to the program Guidelines (Guidelines), all applicable statutory requirements, and this NOFA. All section references in this NOFA refer to the Guidelines unless otherwise noted. All capitalized terms in this NOFA are either defined herein or in the Guidelines. The Guidelines and NOFA are available at the Department's [IIG webpage](#).

The Guidelines implement, interpret, or make specific the requirements set forth in Health and Safety Code sections 53559, 53559.1, and 53599.2. The Guidelines include the following significant provisions:

1. The establishment of a competitive application process to award grant funding to capital improvement projects located in Large Jurisdictions.
2. The establishment of an Over-the-Counter application process to award grant funding to Capital Improvement Projects located in Small Jurisdictions.
3. Increase in per-unit grant calculation amounts.

4. Increase in the maximum grant amount for a Qualifying Infill Project from \$5 million to \$7.5 million.
5. Nonprofit or for-profit Developers must apply jointly with Localities.
6. Identifies that Prohousing Policies are one of the selection criteria for Qualifying Infill Projects. Qualifying Applicants will be awarded points as specified.

II. Program Requirements

A. Eligible Applicants

Eligible Applicants shall be one of the following:

1. A city, county, city and county, or public housing authority that has jurisdiction over a Qualifying Infill Area.
2. A nonprofit or for-profit Developer of a Qualifying Infill Project applying jointly with a city, county, city and county, or public housing authority that has jurisdiction over a Qualifying Infill Area.

B. Eligible Projects/Costs

To be eligible for funding, a Capital Improvement Project must be an integral part of or be necessary to facilitate the development of a Qualifying Infill Project or the housing designated in the application for a Qualifying Infill Area. Eligible projects must meet the requirements set forth in Section 303 of the Guidelines. For details on Eligible Costs, please refer to Section 304 in the Guidelines.

Only applications for projects located in Large Jurisdictions will be accepted in response to this NOFA. The Department of Finance provided provisional population and housing estimates for the state, counties, and cities for January 1, 2019. (State of California, Department of Finance, *E-5 Population and Housing Estimates for Cities, Counties and the State – January 1, 2011-2019*. Sacramento, California, May 2019 – available online at <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/e-5/>.) The report identified the following counties as having 250,000 or more residents. As such, these counties meet the eligibility criteria of a Large Jurisdiction:

Alameda	Monterey	San Francisco	Solano
Contra Costa	Orange	San Joaquin	Sonoma
Fresno	Placer	San Luis Obispo	Stanislaus
Kern	Riverside	San Mateo	Tulare
Los Angeles	Sacramento	Santa Barbara	Ventura
Marin	San Bernardino	Santa Clara	
Merced	San Diego	Santa Cruz	

Counties that are not included in this list may apply under the program Small Jurisdiction NOFA, which is found on the Department's [IIG webpage](#).

C. Funding Limits

For a Qualifying Infill Project, the minimum program grant award is \$1 million in urban areas and \$500,000 in rural areas. The total program grant award to any Qualifying Infill Project is limited to \$7.5 million under this NOFA.

For Qualifying Infill Areas, the minimum program grant award is \$2 million in urban areas and \$1 million in rural areas. The total program grant award to any eligible Qualifying Infill Area is limited to \$30 million under this NOFA.

Over the life of the program (to include the Infill Incentive Grant Program of 2007, the Infill Infrastructure Grant Program of 2019, and any future iterations of the program), the total of all program awards for any single Qualifying Infill Project or Qualifying Infill Area shall not exceed \$60 million.

Pursuant to Section 305 of the Guidelines, the total grant amount shall be determined by the number of units in the Qualifying Infill Project or Qualifying Infill Area, the bedroom count of these units, and the density and affordability of the housing to be developed. (See the Grant Amount Calculation Table below.) Additional requirements are set forth in Section 305 of the Guidelines.

Grant Amount Calculation Table

Income Level & Tenure	0-Bdrm	1-Bdrm	2-Bdrm	3-Bdrm	4-Bdrm
200%+ FMR ¹ or Exceeds CALHFA Sales Prices ^{2 3}	\$3,700	\$7,400	\$11,100	\$14,800	\$18,500
Program Unrestricted ⁴	\$24,700	\$28,400	\$33,000	\$40,800	\$44,500
Moderate-Income Owner	\$28,400	\$32,100	\$38,300	\$45,700	\$49,400
Low-Income Owner	\$32,100	\$35,800	\$43,200	\$50,600	\$55,600
60% AMI Rental	\$32,100	\$35,800	\$43,200	\$50,600	\$55,600
50% AMI Rental	\$37,100	\$42,000	\$48,200	\$58,000	\$61,800
30% AMI Rental	\$43,200	\$45,700	\$51,900	\$66,700	\$70,400

¹ 200% Fair Market Rent (FMR) Unit: A 200 percent FMR Unit is a rental unit with a proposed monthly rent, which is equal to or greater than 200 percent of its county's FMR as defined by HUD.

² Exceeds CalHFA Maximum Sales Price Unit: A For-Sale Unit with a proposed sales price which exceeds its county's maximum allowable sales price for a new construction unit as published by CalHFA.

³ The current CalHFA sales price chart can be viewed at <http://www.calhfa.ca.gov/homeownership/limits/salese/salesprice.pdf>.

⁴ IIG Unrestricted: An Unrestricted Unit for the purposes of calculating grant amounts in the IIG program is any unit not restricted at the other levels identified in Section 302(a), but also not meeting any of the above definitions. *Increase based on December CPI per US Bureau of Labor Statistics https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0400SA0,CUUS0400SA0

Net Density Adjustment Factor Chart

Grant amounts established by the Grant Amount Calculation Table may be increased based on proposed housing units per acre, as represented in the following Net Density Adjustment Factor Chart.

Net Density (housing units per acre)	Adjustment Factor
Less than 30	1
30 – 34.9	1.04
35 – 39.9	1.08
40 – 44.9	1.12
45 – 49.9	1.16
50 – 54.9	1.2
55 – 59.9	1.24
60 – 64.9	1.28
65 – 69.9	1.32
70 – 74.9	1.36
75 – 79.9	1.40
80 – 89.9	1.44
90 – 99.9	1.48
100 and above	1.52

D. Program Administrative and Activity Delivery Costs

Not Applicable

E. Threshold

To be considered for program funding, applications for Large Jurisdictions must include a Qualifying Infill Project, including those Qualifying Infill Projects used to establish the eligibility of a Qualifying Infill Area. In addition, all applications must meet all the threshold requirements set forth in Section 308.

F. Rating and Ranking

Qualifying Infill Project applications shall be rated based on the criteria set forth in Section 309 of the Guidelines.

In order to be considered for funding, project applications must receive a minimum score of 210, excluding bonus points. Applications must contain a completed IIG Self-Scoring Worksheet along with documentation acceptable to the Department that adequately supports the Self-Score provided. **Applications that do not include a Self-Scoring Worksheet will not be considered for funding.** Self-Scoring Worksheets must be included within the application at the time of submittal to the Department. No additional information may be added to an application after it has been submitted.

The highest scoring applications that meet all threshold requirements will be selected for funding in this NOFA. Applications will be funded in descending order. The Department may make adjustments to this procedure to meet the following geographic distribution objectives:

1. Target 45 percent of total funds to projects located in Southern California (Kern, Los Angeles, Orange, Riverside, Santa Barbara, San Bernardino, San Diego, San Luis Obispo, or Ventura counties);
2. Target 10 percent of total funds to projects located in the Central Valley (Fresno, Merced, San Joaquin, Stanislaus and Tulare counties); and
3. Target 45 percent of total funds to projects located in Northern California [those not located in the Large Jurisdiction counties specified in previous paragraphs (1) and (2)].

In the event two or more applications have the same rating and ranking score, the following tiebreaking points will be awarded, in the following order of priority, until there is no longer a tie:

1. Ten bonus points will be awarded to the Qualifying Infill Project or Qualifying Infill Area having the lowest ratio between the requested grant amount to the total allowable maximum grant amount in accordance with the maximum calculated through the respective program Guidelines. All such ratios will be rounded to the nearest second decimal point.
2. An additional three bonus points will be awarded to the Qualifying Infill Project or Qualifying Infill Area for each prior awarded Qualifying Infill Project developed by the Eligible Applicant that has received a certificate of occupancy by the deadline for submittal of applications set forth in this NOFA.

Pursuant to Section 305(e) of the Guidelines, the Eligible Applicant must provide documentary evidence that the Qualifying Infill Project or the housing to be developed in the Qualifying Infill Area, as proposed in the application, is financially feasible.

Pursuant to Section 305(d) of the Guidelines, the Eligible Applicant must demonstrate that program funds are reasonably necessary for project feasibility and that no other source of funding is reasonably available.

The Department administers the competitive application process pursuant to this NOFA and will make the program award determinations.

G. State and Federal Requirements

1. Compliance with California's Housing Element Law

The Qualifying Infill Project or Qualifying Infill Area must be located in a Locality which has an adopted Housing Element that has been found by the Department to be in substantial compliance with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. Housing Element compliance must be established as of the NOFA application deadline date.

2. Climate Adaptation

Executive Order B-30-15 addressed the need for climate adaptation and ordered that:

- a. All state agencies with jurisdiction over sources of greenhouse gas emissions shall implement measures, pursuant to statutory authority, to achieve reductions of greenhouse gas emissions to meet the 2030 and 2050 greenhouse gas emissions reductions targets.
- b. State agencies shall take climate change into account in their planning and investment decisions and employ full life-cycle cost accounting to evaluate and compare infrastructure investments and alternatives.
- c. State agencies' planning and investment shall be guided by the following principles:
 - (1) Priority should be given to actions that both build climate preparedness and reduce greenhouse gas emissions;
 - (2) Where possible, flexible and adaptive approaches should be taken to prepare for uncertain climate impacts;
 - (3) Actions should protect the state's most vulnerable populations; and
 - (4) Natural infrastructure solutions should be prioritized.

In response to the Governor's Executive Order, the Department strongly encourages Recipients to use the program funds in a manner that responsibly takes climate change into account.

III. Application Submission and Review Procedures

A. Application

Application materials consist of a Microsoft Excel IIG Application workbook and the Universal Application workbook provided by the Department. The Eligible Applicant must also submit supporting documentation, as specified.

Application forms **are available** on the Department's website at: <http://www.hcd.ca.gov/grants-funding/active-funding/iigp.shtml>.

B. Application Submission Process

Application materials must be submitted electronically via the FFAST system. Requirements for uploading the Application Workbook, UA Workbook, and required supporting documentation, including naming conventions, are described in the application instructions available at https://faast.waterboards.ca.gov/LoginLinks/FFAST_UserManual.pdf.

Applicants must submit application materials to the FFAST system. The portal will allow applicants to submit documents until **5:00 p.m. Pacific Standard Time on March 3, 2020**.

In addition, Applicants must submit hardcopies of the original wet signed resolutions, Payee Data form or TIN, and the Verification of Environmental Review and Land Use Entitlements forms through a mail carrier service such as U.S. Postal Service, UPS, FedEx or other carrier services that provide date stamp verification confirming delivery. These documents must be received by the Department no later than **5:00 p.m., Pacific Standard Time on March 6, 2020**, pursuant to the directions in the NOFA. The delivery address is:

INFILL INFRASTRUCTURE GRANT PROGRAM of 2019
California Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 500
Sacramento, CA 95833

Applications must be on Department forms and may not be altered or modified by the Applicant. Applications must meet all eligibility requirements upon submission. Applications with material internal inconsistencies will not be rated and ranked. It is the Applicant's responsibility to ensure that the application is clear, complete and accurate. Program staff may request clarifying information. No Applicant may appeal the Department's evaluation of another Applicant's application.

C. Application Workshops

The Department **conducted** four application workshops **and one webinar in mid-November through early December 2019**.

IV. Appeals, Award Announcements and Contracts

A. Appeals

1. Basis of Appeals

- a. Upon receipt of the Department's notice that an application has been determined to be incomplete, ineligible, fail threshold review, or have a reduction to the initial point score, Applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.
- b. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's eligibility, point score, award, denial of award, or any other

matter related thereto.

- c. The appeal process provided herein applies solely to decisions of the Department made in this program NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future program NOFAs.

2. Appeal Process and Deadlines

- a. Process: To file an appeal, Applicants must submit to the Department, by the deadline set forth in subsection b. below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.
- b. Filing Deadline: Appeals must be received by the Department no later than five (5) business days from the date of the Department's threshold review or initial score letters representing the Department's decision made in response to the application.

Appeals are to be submitted to the Department either via email at Craig.Morrow@hcd.ca.gov or at the following address:

Climate Change Programs Section Chief
IIG Program Appeals
Division of Financial Assistance
California Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 500
Sacramento, California 95833

3. Decision

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the Guidelines and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

B. Internal Loan Committee

Upon ranking and rating of applications, recommended projects will be presented to the Internal Loan Committee for review and approval.

C. Award Announcements

The Department anticipates announcing program awards in April 2020.

D. Contracts

Successful Applicants (Recipient(s)) will enter into a Standard Agreement with the Department. The Standard Agreement incorporates all relevant state and federal requirements, as well as specific information about the award and the work to be performed.

V. Program Overlays

A. Federal

Not applicable

B. State

State Prevailing Wages - Program funds awarded under this NOFA are subject to California prevailing wage law (Lab. Code, § 1720 et seq.). **Applicants are urged to seek professional legal advice about the law's requirements.**

VI. Other Terms and Conditions

A. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties [via listserv](#) and will post the revisions to the Department's website. Please be sure to subscribe at the listserv link.

B. Disclosure of Application

Every application is a public record that is subject to disclosure pursuant to a request under the California Public Records Act (Gov. Code, § 6250 et seq.). The Department cautions against providing personal information that is not specifically requested (e.g., bank account numbers, personal phone numbers, and home addresses). By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

C. Conflicts

In the event of any conflict between the terms of this NOFA and either applicable state or federal law, the terms of the applicable state or federal law shall control.

Infill Infrastructure Grant Program of 2019

Amended Guidelines



**Gavin Newsom, Governor
State of California**

**Alexis Podesta, Secretary
Business, Consumer Services, and Housing Agency**

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Amended February 14, 2020**

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ARTICLE 1. GENERAL

Section 300. Purpose and Scope

The purpose of these Infill Infrastructure Grant Program of 2019 Guidelines (Guidelines) is to implement and interpret Assembly Bill 101 (Chapter 159, Statutes of 2019) and Part 12.5 (commencing with section 53559) of Division 31 of the Health and Safety Code, which establishes the Infill Infrastructure Grant Program of 2019, hereinafter referred to as the Infill Infrastructure Grant Program (IIG or Program).

Section 301. Program Overview

The Program's primary objective is to promote infill housing development. The Program seeks to accomplish this objective by providing financial assistance for infrastructure improvements necessary to facilitate new infill housing development.

Under the program, grants are available as gap funding for infrastructure improvements necessary for specific residential or mixed-use infill development projects or areas. Both infill projects and areas must have either been previously developed or be largely surrounded by development. Eligible improvements include development or reconstruction of Parks or Open Space, water, sewer or other utility service improvements, streets, roads, parking structures, transit linkages, transit shelters, traffic mitigation features, sidewalks, and streetscape improvements.

Section 302. Definitions

The following definitions apply to the capitalized terms used in these Guidelines:

- (a) "Affordable Unit" means a unit that is made available at an affordable rent, as defined in Health and Safety Code section 50053, to a household earning no more than 60 percent of the Area Median Income or at an affordable housing cost, as defined in Health and Safety Code section 50052.5, to a household earning no more than 120 percent of the Area Median Income. Rental units shall be subject to a recorded covenant ensuring affordability for a duration of at least 55 years. Ownership units shall initially be sold to and occupied by a qualified household, and shall be subject to a recorded covenant that includes either a resale restriction for at least 30 years or equity sharing upon resale.
- (b) "Area Median Income" means the most recent applicable county median family income published by the California Tax Credit Allocation Committee (TCAC).
- (c) "Bus Hub" means an intersection of three or more bus routes, where one route or a combination of routes has a minimum scheduled headway of 10 minutes or at least six buses per hour during peak hours. Peak hours means the time between 7 a.m. to 10 a.m., inclusive, and 3 p.m. to 7 p.m., inclusive, Monday through Friday or the alternative peak hours designated for the transportation corridor by the transit

agency.

- (d) "Bus Transfer Station" means an arrival, departure, or transfer point for the area's intercity, intraregional, or interregional bus service having a permanent investment in multiple bus docking facilities, ticketing services, and passenger shelters.
- (e) "Capital Asset" means a tangible physical property with an expected useful life of 15 years or more. "Capital Asset" also means a tangible physical property with an expected useful life of 10 to 15 years for costs not to exceed 10 percent of the Program grant. "Capital Asset" includes major maintenance, reconstruction, demolition for purposes of reconstruction of facilities, and retrofitting work that is ordinarily done no more often than once every 5 to 15 years or expenditures that continue or enhance the useful life of the Capital Asset. "Capital Asset" also includes equipment with an expected useful life of two years or more. Costs allowable under this definition include costs incidentally but directly related to construction or acquisition, including, but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, required mitigation expenses, appraisals, legal expenses, site acquisitions, and necessary easements.
- (f) "Capital Improvement Project" or "Project" means the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvement of a Capital Asset that is an integral part of, or necessary to facilitate the development of, a Qualifying Infill Project or Qualifying Infill Area. Capital Improvement Projects that may be funded under the Program include, but are not limited to, those described in Section 304 (a).
- (g) "CCR" means the California Code of Regulations.
- (h) "Covenant" means an instrument which imposes development, use, and affordability restrictions on the real property site(s) of the Qualifying Infill Project or of the designated housing in the Qualifying Infill Area, and which is recorded against the fee interest in such real property site(s). The Covenant is executed as consideration for the IIG Program award to the Recipient.
- (i) "Department" means the California Department of Housing and Community Development.
- (j) "Developer" means an Eligible Applicant that the Department may rely upon for Site Control of either the Qualifying Infill Project or the Qualifying Infill Area.
- (k) "Eligible Applicant" means one of the following:
 - (1) A city, county, city and county, or public housing authority that has jurisdiction over a Qualifying Infill Area, or

- (2) A nonprofit or for-profit Developer of a Qualifying Infill Project applying jointly with a city, county, city and county, or public housing authority that has jurisdiction over a Qualifying Infill Area.
- (l) "Large Jurisdiction" means a county that is not a Small Jurisdiction, or any city within that county.
 - (m) "Local Support" means support of local public agencies.
 - (n) "Locality" means a California city, county, or city and county.
 - (o) "Lower Income" has the meaning set forth in Health and Safety Code section 50079.5.
 - (p) "Major Transit Stop" means an existing rail transit station, a ferry terminal served by either a bus or rail transit service, or the intersection of two or more major bus routes with a frequency of service interval of 15 minutes or less during the morning and afternoon peak commute periods (as defined in Public Resources Code section 21064.3).
 - (q) "Master Development" means the proposed residential units within the Qualifying Infill Area identified in the Program application.
 - (r) "Moderate-Income" has the meaning set forth in Health and Safety Code section 50093.
 - (s) "MHP" shall mean the Multifamily Housing Program authorized and governed by Health and Safety Code sections 50675 through 50675.14 and the Multifamily Housing Program Guidelines.
 - (t) "Net Density" means the total number of dwelling units per acre of land to be developed for residential or mixed use, excluding allowed deductible areas. Allowed deductible areas are public dedications of land which are for public streets, public sidewalks, public Open Space, and public drainage facilities. Non-allowed deductible areas include utility easements, setbacks, private drives and walkways, general landscaping, common areas and facilities, off street parking, and traditional drainage facilities exclusive to a development project. Mitigations required for development will not be included in the allowed deductible areas.
 - (u) "NOFA" means a Notice of Funding Availability for the Program issued by the Department.
 - (v) "Nondiscretionary Local Approval Process" means a process for development approval involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project. The public official merely ensures that the proposed development meets all the "objective zoning standards," "objective

subdivision standards," and "objective design review standards" in effect at the time that the application is submitted to the local government, but uses no special discretion or judgment in reaching a decision.

- (w) "Open Space" means a parcel or area of land or water that is essentially unimproved and dedicated to one or more of the following purposes: (1) the preservation of natural resources; (2) the managed production of resources; (3) public and/or residential outdoor recreation; or (4) public health and safety.
- (x) "Park" means a facility that provides benefits to the community and includes, but is not limited to, places for organized team sports, outdoor recreation, and informal turf play; non-motorized recreational trails; permanent play structures; landscaping; community gardens; places for passive recreation; multipurpose structures designed to meet the special recreational, educational, vocational, and social needs of youth, senior citizens, and other population groups; recreation areas created by the redesign and retrofit of urban freeways; community swim centers; regional recreational trails; and infrastructure and other improvements that support these facilities.
- (y) "Program" means the Infill Infrastructure Grant Program of 2019 as implemented by these Guidelines.
- (z) "Qualifying Infill Area" means an area designated in the Program application that meets the criteria for a Qualifying Infill Area set forth in Section 303.
- (aa) "Qualifying Infill Project" means a residential or mixed-use residential development project designated in the Program application that meets the criteria for a Qualifying Infill Project set forth in Section 303.
- (bb) "Recipient" means the city, county, city and county, public housing authority and/or Developer receiving a commitment of Program funds for an approved Capital Improvement Project.
- (cc) "Rural Area" has the meaning set forth in Health and Safety Code section 50199.21.
- (dd) "Site Control" means the Eligible Applicant and/or Developer has sufficient control of the property through one or more of the following:
 - (1) fee title;
 - (2) a leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all Program requirements;

- (3) an enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the Notice of Funding Availability;
 - (4) an executed disposition and development agreement, or irrevocable offer of dedication to a public agency;
 - (5) a right of way or easement, which is either perpetual, or of sufficient duration to meet Program requirements, and which allows the Eligible Applicant and/or Developer to access, improve, occupy, use, maintain, repair, and alter the property underlying the right of way or easement;
 - (6) an executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
 - (7) an executed agreement with a public agency that gives the Eligible Applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties;
 - (8) a land sales contract or other enforceable agreement for the acquisition of the property; or
 - (9) other forms of Site Control that give the Department equivalent assurance that the Eligible Applicant or and/Developer will be able to complete the Project and all housing designated in the application in a timely manner and in accordance with all the requirements of the Program.
- (ee) “Small Jurisdiction” means a county with a population of less than 250,000 as of January 1, 2019, or any city within that county.
- (ff) “TCAC” means the California Tax Credit Allocation Committee.
- (gg) “Transit Priority Area” means an area within one-half mile of a major transit stop that is existing or planned, if the planned stop is scheduled to be completed within the planning horizon included in a transportation improvement program adopted pursuant to Title 23 of the Code of Federal Regulations section 450.216 or 450.322.
- (hh) “Transit Station” means a rail or light-rail station, ferry terminal, Bus Hub, or Bus Transfer Station. Included in this definition are planned Transit Stations otherwise meeting this definition whose construction is programmed into a regional or state transportation improvement program to be completed no more than five years from the deadline for submittal of applications set forth in the NOFA.
- (ii) “Urbanized Area” means an incorporated city or an Urbanized Area or urban cluster as defined by the United States Census Bureau. For unincorporated areas outside

of an urban area or urban cluster, the area must be within a designated urban service area that is designated in the local general plan for urban development and is served by the public sewer and water.

- (jj) "Urban Uses" means any residential, commercial, industrial, public institutional, transit or transportation passenger facility, or retail use, or any combination of those uses.
- (kk) "Very-low Income" has the meaning set forth in Health and Safety Code section 50105.

ARTICLE 2. PROGRAM REQUIREMENTS

Section 303. Eligible Projects

- (a) To be eligible for funding, a Capital Improvement Project must be an integral part of, or necessary for the development of either a Qualifying Infill Project or housing designated within a Qualifying Infill Area.
- (b) To be eligible for funding, applications from Large Jurisdictions must include a Qualifying Infill Project, including those Qualifying Infill Projects used to establish the eligibility of a Qualifying Infill Area, as those terms are defined by these Guidelines and Health and Safety Code section 53559, subdivision (c). Applications from Small Jurisdictions must provide a complete description of a Qualifying Infill Project or a Qualifying Infill Area, as those terms are defined by these Guidelines and Health and Safety Code section 53559, subdivision (d). Applications from both Large and Small Jurisdictions must identify the units and/or affordability covenants that satisfy the affordability requirement under Health and Safety Code section 53559, subdivision (e)(3), as well as the units that factor into the calculation of the Program award.
- (c) For both Large Jurisdictions and Small Jurisdictions, the Qualifying Infill Project or Qualifying Infill Area must:
 - (1) Be located in an Urbanized Area.
 - (2) Be located in a Locality with an adopted housing element that has been found by the Department to be in substantial compliance with the requirements of Article 10.6 (commencing with section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code, pursuant to Government Code section 65585 at time of application
 - (3) Be located in a Locality that, at the time of application, has submitted its housing element annual progress reports as required by Government Code section 65400 to the State of California for 2017 through the most recently required annual progress report.
 - (4) Include not less than 15 percent of the total residential units to be developed in the Qualifying Infill Project or Qualifying Infill Area as Affordable Units.
 - (A) For developments that contain both rental and ownership units, units of either or both product types may be included in the calculation of the percentage of Affordable Units.
 - (B) To the extent included in a Capital Improvement Project grant application, for the purpose of calculating the percentage of Affordable Units, the Department may consider the entire Master Development in which the development seeking grant funding is included.

- (C) Where applicable, an Eligible Applicant may include a replacement housing plan to ensure that dwelling units housing persons and families of low or Moderate-Income are not removed from the low- and Moderate-Income housing market. Residential units to be replaced shall not be counted toward meeting the affordability threshold required for eligibility for funding under this section.
 - (D) A Qualifying Infill Project or Qualifying Infill Area for which a recorded disposition and development agreement or other recorded project- or area-specific agreement between the Developer and the local agency having jurisdiction over the project has been executed on or before July 31, 2019, shall be deemed to meet the affordability requirement of this paragraph if the agreement includes affordability restrictions that subject the Qualifying Infill Project or the Qualifying Infill Area to the production of affordable units for Very Low, Lower- or Moderate-Income households.
 - (E) New housing units that replace demolished units that have been occupied by low or Moderate-Income households within the last five years from the deadline for submittal of applications shall not count toward meeting the requirements of this paragraph.
- (5) Include average residential Net Densities on the parcels to be developed that are equal to or greater than the densities described in subparagraph (B) of paragraph (3) of subdivision (c) of section 65583.2 of the Government Code, except that in a Rural Area the average residential Net Densities on the parcels to be developed shall be at least 10 units per acre. Minimum densities for Localities that are not Rural Areas may be found in Appendix 1 of the housing element law memorandum issued by the Department's Division of Housing Policy Development dated June 20, 2012.
- (A) A city with a population greater than 100,000 in a standard metropolitan statistical area or a population of less than 2,000,000 may petition the Department for, and the Department may grant, an exception to the density requirements set forth in this subsection, if the city believes it is unable to meet the density requirements described herein. The city shall submit the petition with its application and shall include the reasons why the city believes the exception is warranted. The city shall provide information supporting the need for the exception, including, but not limited to, any limitations that the city may encounter in meeting the density requirements specified in subsection (5). Any exception shall be for the purposes of this section only. This subdivision shall become inoperative on January 1, 2023.

- (6) Be located in an area designated for mixed-use or residential development pursuant to one of the following:
 - (A) A general plan, or general plan amendment, adopted pursuant to Government Code section 65300.
 - (B) A sustainable communities strategy adopted pursuant to Government Code section 65080.
 - (C) A specific plan adopted pursuant to Government Code section 65450
 - (D) A workforce housing opportunity zone established pursuant to Government Code section 65620.
 - (E) A housing sustainability district established pursuant to Government Code section 66201.
- 7) The Eligible Applicant must identify a mechanism, such as a minimum density ordinance or a recorded, binding covenant, acceptable to the Department to reliably ensure that future development will occur at an overall Net Density equaling or exceeding that set forth in Section 303(c)(5) and the Net Density proposed in the application for the purposes of rating pursuant to Section 309 (c) and section 310 (c), and determining the maximum grant amount pursuant to Section 305. This mechanism must be in effect and legally enforceable prior to the disbursement of Program funds.
- (8) Eligible Applicants shall designate the proposed residential units in the Qualifying Infill Project, or within the Qualifying Infill Area, that the Eligible Applicant intends to utilize for the purpose of establishing the maximum Program grant amount pursuant to Section 305, and for the purpose of rating applications pursuant to Sections 309 or 310. Any such designated units must be utilized for both purposes in applications from Large Jurisdictions.
- (9) The application must demonstrate that the percentage of Affordable Units, and units restricted to other income limits and rents as designated for the purpose of determining the maximum Program grant amount in Section 305 and for rating purposes pursuant to Sections 309 or 310, shall be maintained or exceeded through the completion of each residential development proposed in the application. The Department may modify the requirement set forth in the previous sentence to conform to a similar local public agency requirement, provided that it determines that the local requirement will reliably result in completion of the required Affordable Units within a reasonable period of time.
- (10) Construction shall not have commenced on any units designated in the application prior to the deadline for applications submittal set forth in the

NOFA, except for Affordable Units identified in a disposition and development agreement or other project- or area-specific agreement between the Developer and the local agency having jurisdiction over the Affordable Units executed on or before July 31, 2019 that requires the Affordable Units to be built as a condition of local approval for the other units designated in the application, where the Developer of the other units contributed funds or land to cover costs of developing the Affordable Units, in an amount not less than 25 percent of the total development cost of the Affordable Units.

(d) For purposes of evaluating applications from Large Jurisdictions:

- (1) “Qualifying Infill Area” means a contiguous area located within an Urbanized Area (i) that has been previously developed, or where at least 75 percent of the perimeter of the area adjoins parcels that are developed with Urban Uses, and (ii) in which at least one development application has been approved or is pending approval for a residential or mixed-use residential project that meets the definition and criteria in this section for a Qualifying Infill Project.
- (2) “Qualifying Infill Project” means a residential or mixed-use residential project located within an Urbanized Area on a site that has been previously developed, or on a vacant site where at least 75 percent of the perimeter of the site adjoins parcels that are developed with urban uses. Each Qualifying Infill Project must be a discrete development and all housing development components must have been planned as one development and jointly considered for local land use approval, with common, affiliated or contractually related ownership and financing structures.

(e) For purposes of evaluating applications from Small Jurisdictions:

- (1) “Qualifying Infill Area” means a contiguous area located within an Urbanized Area that meets either of the following criteria:
 - (A) The area contains sites included on the inventory of land suitable and available for residential development in the housing element of the applicable city or county general plan pursuant to paragraph (3) of subdivision (a) of section 65583 of the Government Code, and at least 50 percent of the perimeter of the area shall adjoin parcels that are developed with urban uses.
 - (B) The Capital Improvement Project for which funding is requested is necessary, as documented by an environmental review or

some other adopted planning document, to make the area suitable and available for residential development, or to allow the area to accommodate housing for additional income levels, and the area otherwise meets the requirements for inclusion on the inventory of land suitable and available for residential development in the housing element of the applicable city or county general plan pursuant to paragraph (3) of subdivision (a) of section 65583 of the Government Code. At least 50 percent of the perimeter of the area shall adjoin parcels that are developed with Urban Uses.

- (2) “Qualifying Infill Project” means a residential or mixed-use residential project located within an Urbanized Area on a site that has been previously developed, or on a vacant site where at least 50 percent of the perimeter of the site adjoins parcels that are developed with Urban Uses. Each Qualifying Infill Project must be a discrete development and all housing development components must have been planned as one development and jointly considered for local land use approval, with common, affiliated or contractually related ownership and financing structures.
- (3) Applications from Small Jurisdictions must include a complete description of the Capital Improvement Project and requested grant funding for the Project. The application must describe how the project is necessary to support the development of housing, and how it meets the criteria of this section, including:
 - (A) A financial document that shows the gap financing needed for the project.
 - (i) For a Qualifying Infill Project located in the unincorporated area of the county, the Department shall allow an Eligible Applicant to satisfy the requirement in this paragraph by submitting copies of an application or applications for other sources of state or federal funding for a Qualifying Infill Project.
 - (B) Documentation of all necessary entitlement and permits, and a certification from the Eligible Applicant that the project is shovel-ready.
 - (i) For a Qualifying Infill Project located in the unincorporated area of the county, the department shall allow the Eligible Applicant to meet the requirement described in this paragraph by submitting a letter of intent from a willing affordable housing Developer that has previously completed at least one comparable housing project, certifying that the Developer is willing to submit an application to the county for approval by the county of a Qualifying Infill Project within the area in the event

that the funding requested pursuant to this subdivision is awarded.

Section 304. Eligible Costs

- (a) Program grant funds must be used for reasonable and necessary costs of a Capital Improvement Project. Costs must be reasonable compared to similar infrastructure projects of modest design in the general area of the Capital Improvement Project. Eligible costs include the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvements of the following:
- (1) The creation, development, or rehabilitation of Parks or Open Space.
 - (2) Water, sewer, or other utility service improvements and relocation.
 - (3) Street, road, and bridge construction and improvement.
 - (4) Required replacement of Transit Station parking spaces, not to exceed \$50,000 per space.
 - (5) Residential parking and mechanical parking lifts. The minimum residential per unit parking spaces in parking structures, as required by local land-use entitlement approval, not to exceed one parking space per residential unit, and not to exceed \$50,000 per permitted space.
 - (6) Transit linkages and facilities, including, but not limited to, related access plazas or pathways, or bus and transit shelters.
 - (7) Facilities that support pedestrian or bicycle transit.
 - (8) Traffic mitigation devices, such as street signals.
 - (9) Site clearance, grading, preparation and demolition.
 - (10) Sidewalk or streetscape improvements, including, but not limited to, the reconstruction or resurfacing of sidewalks and streets or the installation of lighting, signage, or other related amenities, including shade structures, seating, landscaping, streetscaping, public safety improvements, and public art. Program funding for public art may not exceed 5 percent of the total Program award.
 - (11) Storm drains, stormwater detention basins, culverts, and similar drainage features.

- (12) Required environmental remediation necessary for the development of the Capital Improvement Project, where the cost of the remediation does not exceed 50 percent of the Program grant amount.
 - (13) Site acquisition or control for the Capital Improvement Project including, but not limited to, easements and rights of way. Such costs must be deemed reasonable and demonstrated by documentation that may include appraisals, purchase contracts, or any other documentation as determined by the Department.
 - (14) Other capital asset costs approved by the Department and required as a condition of local approval for the Capital Improvement Project.
 - (15) Impact fees required by local ordinance are eligible for Program funding only if used for the identified Capital Improvement Project. Funded impact fees may not to exceed 5 percent of the Program award.
- (b) The following costs are not eligible:
- (1) Parking spaces and structures, except as provided in Section 304 (a)(4) and (5).
 - (2) Costs of site acquisition for housing and mixed-use structural improvements.
 - (3) Costs of housing or mixed-use structures.
 - (4) Soft costs related to ineligible costs.
 - (5) In-lieu fees for local inclusionary programs.

Section 305. Grant Terms and Limits

- (a) The total maximum grant amount shall be limited based on the number of units in the Qualifying Infill Project or Qualifying Infill Area, the bedroom count of these units, and the density and affordability of the housing to be developed. Replacement housing units may be included in the calculation of the total maximum grant amount. The Department shall publish a table listing per unit grant limits for each NOFA based on these factors. The total actual grant amount shall be based upon the lesser of the amount necessary to fund the Capital Improvement Project or the maximum amount calculated from the table published by the Department.
- (b) The Program establishes the following minimum and maximum award amounts:
 - (1) For Qualifying Infill Projects, the Program grant amount shall not be less than \$1 million, or \$500,000 for Rural Areas, and shall not exceed \$7.5 million for each NOFA.

- (2) For Qualifying Infill Areas, the Program grant amount shall not be less than \$2 million, or \$1 million for Rural Areas, and shall not exceed \$30 million for each NOFA.
 - (3) Over the life of the Program, the total of all Program awards, including previous and future awards made under the Infill Infrastructure Grant Program of 2007, shall not exceed \$60 million for any single Qualifying Infill Project or Qualifying Infill Area.
 - (4) The Department will fund only one application for each Capital Improvement Project or portion thereof.
 - (5) In each NOFA, the Department will fund only one application for each Qualifying Infill Project and Qualifying Infill Area.
- (c) The Eligible Applicant must demonstrate that the grant does not result in the Developer(s) benefiting from the Qualifying Infill Project, Qualifying Infill Area or the Capital Improvement Project by realizing a profit that is within the limits set forth in California Code of Regulations, title 4, section 10327.
 - (d) The Eligible Applicant must demonstrate that Program funds are reasonably necessary for Project feasibility and no other source of funding is reasonably available.
 - (e) The Eligible Applicant must demonstrate that the Qualifying Infill Project or the housing to be developed in the Qualifying Infill Area, as proposed in the application, is financially feasible as evidenced by documentation such as, but not limited to, a market study, Project proforma, sources and uses statement, or other feasibility documentation that is standard industry practice for the type of proposed housing development, except as described in Section 303 (e)(3).
 - (f) Where the Qualifying Infill Project is receiving low-income housing tax credits, the Recipient may provide Program funds to the Developer of the Qualifying Infill Project in the form of a zero (0) percent, deferred payment loan, with a term of at least 55 years. The loan may be secured by a deed of trust, which may be recorded with the local county recorder's office, provided, however, the beneficiary of the loan shall not under any circumstances exercise any remedy, including, without limitation, foreclosure, under the deed of trust without the prior written consent of the Department, in its sole and absolute discretion. The loan may not be sold, assigned, assumed, conveyed or transferred to any third party without prior written Department approval in its sole and absolute discretion. For Projects assisted by other Department funding programs, repayment of the loan between the Recipient and the Developer shall be limited to (1) no repayments to the Recipient until the maturity date or (2) repayment only from "distributions" from the Project within the meaning of California Code of Regulations, title 25, section 8301(h). The Recipient shall be

responsible for all aspects of establishing and servicing the loan. The provisions governing the loan shall be entirely consistent with these Guidelines and all documents required by the Department with respect to the use and disbursement of Program funds. All documents governing the loan between the Recipient and the Developer borrower shall contain all the terms and conditions set forth in this subdivision and shall be subject to the review and approval of the Department prior to making the loan. This subdivision shall apply to any Qualifying Infill Project receiving low-income housing tax credits regardless of the date of the Program award.

- (g) Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for any proposed Qualifying Infill Project supported by the Capital Improvement Project.
- (h) Funds will be disbursed as progress payments for approved eligible costs incurred subject to the requirements of these Guidelines.
- (i) Where approval by a local public works department, or an entity with equivalent jurisdiction, is required for the Capital Improvement Project, the Recipient must submit, prior to the disbursement of grant funds, a statement or other documentation acceptable to the Department, indicating that the Capital Improvement Project is consistent with all applicable policies and plans enforced or implemented by that department or entity.
- (j) The Uniform Multifamily Regulations (UMRs) in title 25, division 1, chapter 7, subchapter 19 (commencing with section 8300) of the California Code of Regulations is hereby incorporated by reference into these Guidelines. In the event of a conflict between the UMRs and these Guidelines, the provisions of these Guidelines shall prevail.

Section 306. Performance Requirements

- (a) Large Jurisdiction Recipients shall, within the time set forth in the Standard Agreement, but not more than two (2) years from the date of the Program award, begin construction of the housing units which were used as the basis for calculating the Program award. Small Jurisdiction Recipients shall, within the time set forth in the Standard Agreement, but not more than five (5) years from the date of the Program award, begin construction of the housing units which were used as the basis for calculating the Program award.
- (b) Large Jurisdiction Recipients shall, within the time set forth in the Standard Agreement, but not more than five (5) years from the date of the Program award, complete construction of the housing units which were used as the basis for calculating the Program award. Small Jurisdiction Recipients shall, within the time set forth in the Standard Agreement, but not more than seven (7) years from the date of the Program award, complete construction of the housing units which were

used as the basis for calculating the Program award. In all cases, completion of construction must be evidenced by a certificate of occupancy or equivalent documentation.

- (c) The Standard Agreement and disbursement agreement must be executed in accordance with the following subsections. Failure to meet the requirements of Section 306 (c)(1) and 306 (c)(2) will result in the Department's recapture of the grants awarded.
 - (1) The Standard Agreement must be executed within two (2) years from the date of award.
 - (2) The disbursement agreement must be executed within two (2) years from the date of award.

- (d) Program funds must be disbursed in accordance with the deadlines specified in the Standard Agreement, and in no event later than the following disbursement deadlines.
 - (1) Program funds must be disbursed within four (4) years from the date of award.
 - (2) The maximum disbursement extension deadline is seven (7) years from the date of award.
 - (A) The Department may approve a disbursement extension deadline request up to the applicable maximum disbursement extension deadline if the Recipient demonstrates, to the satisfaction of the Department, that it has complied with performance milestones identified in the Standard Agreement.

- (e) For applications from Large Jurisdictions, recipients will be required to repay disbursed Program grant funds where construction of residential units used as the basis for calculating the grant amount pursuant to Section 305(a) has not received building permits within two years from the date of the Program grant award. For applications from Small Jurisdictions, recipients will be required to repay disbursed Program grant funds where construction of residential units used as the basis for calculating the grant amount pursuant to Section 305(a) has not received building permits within five years from the date of the Program grant award. The amount to be repaid shall be the same proportion to the total grant amount as the number of residential units where construction has not timely commenced to the total number of designated residential units. For applications from Large and Small Jurisdictions, the Department may exercise its reasonable discretion to disencumber funds discussed under this provision or to grant an extension of time; provided however that any extensions are in all events subject to any and all applicable encumbrances, deadlines, and limitations, including but not limited to HSC 53559(g).

- (f) Where a Locality is participating in the Program pursuant to Section 307, that Locality shall not be held liable for the construction and continued operation of the Qualifying Infill Project or the housing designated in the Qualifying Infill Area.
- (g) Recipients of Qualifying Infill Area awards must have closed construction period financing on a Qualifying Infill Project before a subsequent Program application is submitted within the same project area or adjoining project areas.

ARTICLE 3. APPLICATION PROCEDURES

Section 307. Application Process

- (a) The Department shall offer Program funds through Notices of Funding Availability. Applications shall be made on forms made available by the Department, except as indicated in Section 303 (e)(3). Applications selected for funding shall be approved subject to conditions specified by the Department.
- (b) The Large Jurisdiction Notice of Funding Availability will specify the amount of funds available, application requirements, minimum eligibility point scores, the deadline for submittal of applications, the schedule for rating and ranking applications and awarding funds, a list of counties eligible to apply under this NOFA, and the general terms and conditions of funding commitments.
 - (1) The Department shall accept applications for Projects in Large Jurisdictions and evaluate them on a competitive basis. The NOFA for Large Jurisdictions may specify a minimum number of ranking points for a Project to be eligible for funding.
 - (2) The Department may elect to not evaluate compliance with some or all threshold requirements for applications from Large Jurisdictions that are not within a fundable range, as indicated by a preliminary point scoring.
 - (3) In the event of two or more applications having the same rating and ranking scores, the Department will apply a tie- breaking criterion outlined in the NOFA.
 - (4) The Department shall evaluate applications from Large Jurisdictions for compliance with the threshold requirements listed in Section 308, and score them based on the application selection criteria listed in Sections 309 or 310. The highest scoring Large Jurisdiction applications that meet all threshold requirements shall be selected for funding as specified in the NOFA, except that the Department may make adjustments in this procedure to meet approximately the following geographic distribution objectives of each NOFA:
 - (A) Target 45 percent of total funds to projects located in Southern California (Kern, Los Angeles, Orange, Riverside, Santa Barbara, San Bernardino, San Diego, San Luis Obispo, and Ventura counties);

- (B) Target 10 percent of total funds to projects located in the Central Valley (Fresno, Merced, San Joaquin, Stanislaus and Tulare counties); and
 - (C) Target 45 percent of total funds to projects located in Northern California Large Jurisdiction counties (those not located in the Large Jurisdiction counties specified in previous paragraphs).
- (c) The NOFA for Small Jurisdictions will specify the amount of funds available, application requirements, the date the Department will begin accepting applications, a list of counties eligible to apply under this NOFA, and the general terms and conditions of funding commitments.
 - (1) The Department shall accept applications for Projects in Small Jurisdictions on an over the counter basis and evaluate them for compliance with the eligibility requirements listed in Section 303 and threshold requirements listed in Section 308. Small Jurisdiction applications that meet all threshold and eligible Project requirements shall be selected for funding as specified in these Guidelines and the NOFA for Small Jurisdictions.
- (d) All applications shall include a Locality or a public housing authority as an applicant.
 - (1) A Locality or public housing authority identified as an applicant of either a Qualifying Infill Area or Qualifying Infill Project shall only be a party to the Standard Agreement when that Locality or public housing authority has an on-going ownership interest in the Capital Improvement Project identified in the application.
 - (2) Where a Locality or public housing authority is participating in the Program pursuant to Section 307(d)(2), and has no on-going ownership interest in the Capital Improvement Project, that Locality's responsibility shall be limited to providing an official written certification of support for the Capital Improvement Project, and that Locality shall not be required to be party to the Standard Agreement.

Section 308. Application Threshold Requirements

- (a) The Capital Improvement Project set forth in the application must be eligible pursuant to Section 303, and the Eligible Applicant must be eligible pursuant to Section 307. Additionally, the following requirements apply to all applications:
 - (1) Construction of the Capital Improvement Project has not commenced as of the deadline for submittal of applications set forth in the NOFA

- (2) The Capital Improvement Project is infeasible without Program funds, and other available funds are not being supplanted by Program funds.
 - (3) The Eligible Applicant of the Capital Improvement Project must have Site Control sufficient to ensure the timely commencement of the Capital Improvement Project as determined by the Department.
 - (4) All proposed uses of Program funds must be eligible pursuant to Section 304.
 - (5) Funds awarded pursuant to this section shall supplement, not supplant, other available funding.
- (b) The application must be sufficiently complete to assess the feasibility of the application and its compliance with Program requirements.

Section 309. Selection Criteria for Qualifying Infill Projects in Large Jurisdictions

Applications for Qualifying Infill Projects in Large Jurisdictions shall be rated using the criteria detailed below. Eligible Applicants may elect to exclude from consideration discrete phases or portions of their developments, provided these portions or phases are not included for other purposes under these Guidelines, including rating pursuant to this Section, and determining the maximum grant amount calculated pursuant to Section 305(a). Points are not cumulative within each subparagraph unless otherwise specified.

Criterion: Qualifying Infill Project	Maximum Score
Project Readiness	100
Affordability	60
Density	40
Access to Transit	20
Proximity to Amenities	20
Consistency with Regional Plans	10
Total	250

- a) Project Readiness – 100 points maximum

Readiness points will be awarded as follows:

- (1) Environmental Review Status - 30 points maximum

Applications will be awarded points based on the extent to which environmental reviews have been completed for the Qualifying Infill Project:

- (A) Documented compliance with the California Environmental Quality Act and the National Environmental Policy Act, if applicable. All applicable time periods for filing appeals or lawsuits must have lapsed, shall receive 30 points.
- (B) Issuance of a public notice of the availability of a draft environmental impact report, negative declaration, or environmental assessment, shall receive 15 points.

- (2) Land Use Entitlement Status - 30 points maximum

Applications will be awarded points based on the extent that the Qualifying Infill Project can secure necessary entitlements from the local jurisdiction within a reasonable period of time, as follows:

- (A) Applications which demonstrate that all necessary local land use approvals, excluding design review, have been granted for the Qualifying Infill Project, as determined by a local land use authority (e.g., planning or community development director or zoning administrator) shall receive 30 points.
 - (B) Applications which demonstrate that the Qualifying Infill Project is eligible to receive all necessary local land use approvals pursuant to a Nondiscretionary Local Approval Process and has submitted all applications for such necessary approvals shall receive 15 points.
 - (C) Applications which demonstrate that the Qualifying Infill Project is consistent with all relevant local planning documents and zoning ordinances and applications for all necessary discretionary local land use approvals, excluding design review, have been submitted, accepted, and deemed complete by the appropriate local agencies shall receive 15 points.
- (3) Funding Commitments - 20 points maximum

Applications will be awarded points as follows based on the extent the Eligible Applicant has secured enforceable funding commitments for the combined development cost of the Capital Improvement Project and the Qualifying Infill Project.

(A) Funding Commitment Levels:

Rental housing developments

Construction Financing	Permanent Financing	Points
At least 90% of the total development cost, less deferred costs	At least 90% of the total development cost, less deferred costs	20

Construction Financing	Permanent Financing	Points
At least 75% of the total development cost, less deferred costs	At least 75% of the total development cost, less deferred costs	10

Construction Financing		Points

At least 50% of the total development cost, less deferred costs		5
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Ownership developments

Construction Financing	Permanent Financing	Points
At least 90% of the total development cost including all necessary public agency funds, less deferred costs	At least 90% of the total development cost including all necessary public agency funds, less private mortgage financing and deferred costs	20

Construction Financing	Permanent Financing	Points
At least 75% of the total development costs, less deferred costs	At least 75% of the total development cost, less deferred costs	10

Construction Financing		Points
At least 50% of the total development cost including all necessary public agency funds, less deferred costs		5

Combined rental and ownership developments

Applications designating both rental and ownership units will be awarded points on the funding commitments for the combined development cost of the Capital Improvement Project and the Qualifying Infill Project on a percentage basis in proportion to the number of rental and ownership units. For example, in a 100 unit development consisting of 80 rental units and 20 ownership units, the number of points will be weighted 80 percent for the funding commitments associated with the rental units and 20 percent for the funding commitments associated with the ownership units, then the

respective scores for each component will be combined, not to exceed 20 points.

- (B) Allowable Program funds and 4 percent low-income housing tax credit equity contributions (without the necessity of a tax credit reservation letter) will be considered committed in this calculation. A Land Donation in fee for no other consideration that is supported by an appraisal or purchase/sale agreement (“Land Donation”) or a Local Fee Waiver resulting in quantifiable cost savings for the Project where those fees are not otherwise required by federal or state law (“Local Fee Waiver”) may be considered a funding commitment. The value of the Land Donation will be the greater of either the original purchase price or the current appraised value as supported by an independent third-party appraisal prepared by a qualified appraiser who is a Member of the Appraisal Institute (MAI) conducted within one year of the application deadline. A funding commitment in the form of a Local Fee Waiver must be supported by written documentation from the local public agency. Funds conditionally reserved under the following programs shall be accepted as funding commitments: the United States Department of Housing and Urban Development’s (HUD) Continuum of Care (CoC), Home Investment Partnerships Program (HOME), and the Community Development Block Grant Program (CDBG). Deferred-payment financing, grant funds and subsidies from other Department programs proposed for Project financing must be awarded for Large Jurisdictions prior to final rating and ranking for the IIG application or prior to application submission for a Small Jurisdiction.
 - (C) For self-help homeownership developments utilizing United States Department of Agriculture (USDA) 502 Loans, those funds shall be considered committed if the Eligible Applicant is an active 523 grantee that has Site Control of the Capital Improvement Project and a letter of support from USDA.
 - (D) Owner equity contributions or Developer funds shall not be substituted later with a different funding source or forgone if committed in the application, except that a substitution may be made for up to 50 percent of deferred developer fee. The Department may require the Eligible Applicant to evidence the availability of the proposed amount of owner equity or developer funds.
- (4) Local Support - 12 points maximum
- (A) Points will be awarded for one of the following:

- (i) Obtaining a funding commitment or commitments from a local public agency or agencies for the Qualifying Infill Project or Capital Improvement Project equivalent to at least 25 percent of the Program grant will be awarded 12 points.
 - (ii) Obtaining a funding commitment or commitments from a local public agency or agencies for the Qualifying Infill Project or Capital Improvement Project equivalent to at least 15 percent of the Program grant will be awarded 3 points.
- (B) For purposes of awarding points pursuant to this section, the following will also be considered a commitment of Local Support:
 - (i) Conditionally reserved federal or state program funds administered by a local public agency or agencies for the Qualifying Infill Project or Capital Improvement Project shall also be accepted as funding commitments demonstrating Local Support. Such programs include, but are not limited to, the HUD Continuum of Care (CoC), Home Investment Partnerships Program (HOME), and Community Development Block Grant Program (CDBG).
 - (ii) A Land Donation or a Local Fee Waiver may be considered a commitment of Local Support. The value of the Land Donation will be the greater of either the original purchase price or the current appraised value as supported by an independent third-party appraisal prepared by a qualified appraiser who is a Member of the Appraisal Institute (MAI) conducted within one year of the application deadline. A commitment of Local Support in the form of a Local Fee Waiver must be evidenced by written documentation from the local public agency.
- (5) Prohousing Policies – 8 points maximum
 - (A) Points will be awarded for each of the following:
 - (i) Four (4) points will be awarded to Projects located in jurisdictions that have implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or provide local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers.

- (ii) Four (4) points will be awarded to Projects located in jurisdictions that have adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.
- (iii) Four (4) points will be awarded to Projects located in jurisdictions that zone more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower Income allocation in the current housing element cycle.
- (iv) Four (4) points will be awarded to Projects in jurisdictions that have adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Government Code section 65852.2, as follows:
 - parking reductions to 0.75 or fewer spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Government Code section 65852.2,
 - processing and impact fee waivers or reductions of 50 percent or more,
 - ministerial approval in fewer than 45 days,
 - reduction or modifications of development standards for side yard setbacks of five feet or less,
 - reduction or modifications of development standards to two story heights,
 - reduction or modifications of development standards to allow 60 percent or more lot coverage,
 - no minimum lot size requirement,
 - provisions for affordability, or
 - offering support programs such as a user-friendly website.
- (v) Four (4) points will be awarded to Projects located in jurisdictions that only use objective design standards for

multifamily residential development or adopt fee transparency measures including publicly available fee calculators.

(b) Affordability – 60 points maximum

Applications will be awarded points based on the percentage of units in the Qualifying Infill Project restricted to occupancy by various income groups. Applications designating only rental units in the Qualifying Infill Project may elect to have their applications scored in accordance with any one of the two following scales. Applications designating ownership units, or a combination of rental and ownership units, must utilize the scale set forth in paragraph 2 below.

- (1) The scale used by MHP, as specified in the Multifamily Housing Program Guidelines section 7320(b)(1). Eligible Applicants making this election shall be awarded 60/35 points for every 1 point they would be eligible to receive using MHP's system (applications eligible for the maximum possible 35 points using the MHP scale receive the maximum possible points in this category for the Program).
- (2) The following scale:
 - (A) .30 points will be awarded for each percent of total units that are owner-occupied and restricted to occupancy by households with incomes not exceeding the Moderate-Income limit.
 - (B) .80 points will be awarded for each percent of total units that are owner-occupied and restricted to occupancy by households with incomes not exceeding the Lower Income limit.
 - (C) .40 points will be awarded for each percent of total units that are rental units restricted to occupancy by households with incomes not exceeding 50 percent of Area Median Income.
 - (D) 2.0 points will be awarded for each percent of total units that are rental units restricted to occupancy by households with incomes less than or equal to 30 percent of Area Median Income, or that are or will be covered by a long-term, project-based rental or operating subsidy contract under a program that either has a history of predominately serving households at this income level or that by design will reliably serve this population.
- (3) Owner-occupied units shall be subject to a recorded covenant with a duration of at least 30 years that includes either a resale restriction or a requirement for sharing equity upon resale.

- (4) For rental units used as the basis for point scores in the application, rent limits for initial occupancy and for each subsequent occupancy shall be based on unit type, applicable income limit, and area in which the Qualifying Infill Project is located, following the calculation procedures used by TCAC. Rents shall be restricted in accordance with the rent and income limits specified in the application and approved by the Department and set forth in a legally binding agreement recorded against the Qualifying Infill Project with a duration of at least 55 years. Rents shall not exceed 30 percent of the applicable income eligibility level.

(c) Density – 40 points maximum

Applications will be scored based on the extent to which the average Net Density of the Qualifying Infill Project, adjusted by unit size, exceeds the required density specified in Section 303(c)(5). Net Density calculations shall be evidenced by a date stamped map certified by a licensed State of California professional such as an architect, engineer, or surveyor.

- (1) Net density will be adjusted by unit size (and commercial space as applicable) as follows:

Example = Mixed-use project, three-quarter ($\frac{3}{4}$) acre, urban site, with twelve 1-bedroom units at 800 sq. ft. each, twelve 2-bedroom units at 1,100 sq. ft. each, and 5,000 sq. ft. of commercial space.

Based on the density factors in the chart below, the equation looks like this:

$$12 \times 0.9 \text{ (1 bedroom units)} = 10.8$$

$$12 \times 1.2 \text{ (2 bedroom units)} = 14.4$$

To attribute density to the commercial space, utilize the square footage and bedroom count of the largest unit in the project to determine how many whole units would fit into the square footage of the commercial space.

For this example, the largest unit is a 2-bedroom, 1,100 square foot unit. 5,000 square feet (commercial space) would accommodate four (4) of these units. Multiply that result by the appropriate factor:

$$4 \times 1.2 \text{ (2-bedroom units)} = 4.8$$

To calculate the percentage at which this project meets or exceeds the required density, add all three resulting calculations above, and divide by the minimum density required for the project site (in this case 30 units/acre for an urban site), then by the number of acres in the project, then multiply by 100 (for percentage):

$$(10.8+14.4+4.8)/30 = 1/.75=1.3333 \times 100=133.33\%$$

Unit Size (Bedrooms)	Factor
0-Bedroom	0.7
1-Bedroom	0.9
2-Bedroom	1.2
3-Bedroom	1.6
4-Bedroom	1.8

(2) Points will be awarded in accordance with the following schedule:

Adjusted Net Density as a Percentage of Required Density	Points
150% or More	40
140% to 149.9%	30
130% to 139.9%	20
120% to 129.9%	15
110% to 119.9%	10
Less than 110%	0

(d) Access to Transit – 20 points maximum

Points will be awarded based on the proximity of the Qualifying Infill Project to a Transit Station or Major Transit Stop as follows. The distance to a Transit Station or Major Transit Stop shall be evidenced by a scaled map. For the purposes of this subdivision (d), “walkable route” shall mean a route which after completion of the proposed Project, shall be free of negative environmental conditions that deter pedestrian circulation, such as barriers; stretches without sidewalks or walking paths; noisy vehicular tunnels; streets, arterials or highways without regulated crossings that facilitate pedestrian movement; or stretches without lighted streets.

- (1) 20 points will be awarded to a Qualifying Infill Project within one quarter mile of a Transit Station or Major Transit Stop as defined in Section 302 measured by a walkable route from the nearest boundary of the Qualifying Infill Project to the outer boundary of the site of the Transit Station or Major Transit Stop.
- (2) 10 points will be awarded to a Qualifying Infill Project within one half mile of a Transit Station or a Major Transit Stop as defined in Section 302 measured by a walkable route from the nearest boundary of the Qualifying Infill Project to the outer boundary of the site of the Transit Station or Major Transit Stop.

(e) Proximity to Amenities – 20 points maximum

Applications will be awarded points based on the proximity or accessibility of the Qualifying Infill Project to the following existing amenities or amenities that will be in service when the Qualifying Infill Project is completed. The distance to amenities shall be evidenced by a scaled map.

Applications may receive only one award of points from each of the following subcategories:

- (1) The Qualifying Infill Project is within one-quarter mile of a Park (one-half mile for Rural Area projects) (not including school grounds unless there is a bona fide, formal joint use agreement between the jurisdiction responsible for the parks/recreational facilities and the school district providing availability to the general public of the school grounds and/or facilities), 6 points, or within one-half mile (one (1) mile for Rural Area projects), 4 points.
- (2) The Qualifying Infill Project is within one (1) mile of a locally recognized employment center with a minimum of fifty (50) full-time employees (two (2) miles for Rural Area projects), 7 points, or within two (2) miles

(four (4) miles for Rural Area projects), 4 points. An employment center is a locally recognized concentration of employment opportunities practically available to the residents of the proposed Qualifying Infill Project, such as a large hospital, industrial park, commercial district, or office area.

- (3) The Qualifying Infill Project is within one mile of a locally recognized retail center with a minimum of fifty full-time employees (two miles for Rural Area projects), 7 points, or within two miles (four miles for Rural Area projects), 4 points. A retail center is a downtown area or recognized neighborhood or regional shopping mall.
- (4) For Qualifying Infill Projects where at least 50 percent of the units have two or more bedrooms, the Qualifying Infill Project is within one-quarter mile of a public school or community college that residents of the Qualifying Infill Project may attend (one-half mile for Rural Area projects), 7 points, or within one-half mile (one mile for Rural Area projects), 4 points.
- (5) For a Qualifying Infill Project that is a special needs or single room occupancy development, as defined by TCAC, or a special needs or supportive housing project, as defined under MHP, the Qualifying Infill Project is located within one-half mile of a social service facility that operates to serve residents of the Qualifying Infill Project, 7 points or within one mile, 4 points.
- (6) For a Qualifying Infill Project that is reserved for qualified senior citizens under Civil Code sections 51.2, 51.3 and 51.4, the Qualifying Infill Project is within one-quarter mile of a senior center or a facility regularly offering services specifically designed for seniors (one-half mile for Rural Area projects), 7 points or within one-half mile (one mile for Rural Area projects), 4 points.
- (7) For a Qualifying Infill Project where at least 25 percent of the units are two bedroom or larger and an additional 25 percent of the units are three bedroom or larger, with no restriction or preference for seniors or special needs populations, and located within the high or highest resource community neighborhoods as indicated at time of application on the currently adopted TCAC/HCD Opportunity Area Map shall receive 20 points.

- (f) Consistency with Regional Plans –10 points maximum
- (1) Points will be awarded for each of the following:
- (A) 5 points will be awarded if the Qualifying Infill Project supports the implementation of a sustainable communities strategy or alternative planning strategy that has been determined by the California Air Resources Board to achieve the region's greenhouse gas emissions target. Consistency with such plans must be demonstrated by a letter or resolution executed by an officer, or an equivalent representative from the metropolitan planning organization, regional transportation agency, planning, or local transportation commission.
 - (B) If a sustainable communities strategy is not required for a region by law, 5 points will be awarded if the Qualifying Infill Project supports a regional plan that includes policies and programs to reduce greenhouse gas emissions. Evidence of consistency with such plans must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization or regional transportation planning agency or local transportation commission.
 - (C) A Qualifying Infill Project in which not less than 50 percent of the land area is within a Transit Priority Area shall receive 5 points. Evidence of Qualifying Infill Project location, or partially within (as defined in this section) a Transit Priority Area must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization, regional transportation planning agency, or local transportation commission.

Section 310. Selection Criteria for Qualifying Infill Areas in Large Jurisdictions

Applications for Capital Improvement Projects associated with Qualifying Infill Areas in Large Jurisdictions shall be awarded points using the criteria detailed below. Eligible Applicants may elect to exclude from consideration discrete phases or portions of the developments within the Qualifying Infill Area, provided that these portions or phases are not included for other purposes under these Guidelines, including rating pursuant to this Section 310 and the maximum grant amount calculated pursuant to Section 305. Points are not cumulative within each subparagraph unless otherwise specified.

Criterion: Qualifying Infill Areas	Maximum Score
Area Readiness	100
Affordability	60
Density	40
Access to Transit	20
Proximity to Amenities	20
Consistency with Regional Plans	10
Total	250

(a) Area Readiness – 100 points

Readiness points will be awarded as follows:

(1) Multiple Qualifying Infill Projects – 10 points maximum

(A) Qualifying Infill Areas with three or more Qualifying Infill Projects that have received all land use entitlements required for construction or that all applications required for construction have been submitted and deemed complete under a Nondiscretionary Local Approval Process will receive 10 points.

(B) Qualifying Infill Areas with two Qualifying Infill Projects that have received all land use entitlements required for construction or that all applications required for construction have been submitted and deemed complete under a Nondiscretionary Local Approval Process will receive 5 points.

(2) Environmental Review Status - 25 points maximum

(A) Applications with documented compliance with the California Environmental Quality Act and the National Environmental

Policy Act, if applicable. All applicable time periods for filing appeals or lawsuits must have lapsed will receive 25 points.

- (B) Applications for Qualifying Infill Areas for which a draft of a program, master or tiered environmental impact report has been certified by the appropriate agency and the developments included in the application will constitute subsequent projects subject to environmental review as such pursuant to CEQA Guidelines, Chapter 3, Title 14, CCR, commencing with section 15000 will receive 15 points.
 - (C) Applications for Qualifying Infill Areas for which a draft of a program, master or tiered environmental impact report has been completed and filed with the appropriate agency and the developments included in the application will constitute subsequent projects subject to environmental review as such pursuant to CEQA Guidelines, Chapter 3, Title 14, CCR, commencing with section 15000 will receive 5 points.
 - (D) Applications for Qualifying Infill Areas in which not less than 50 percent of the land area is on sites that have been subject to a Phase 1 Site Assessment within one year prior to the application due date will receive 5 points.
- (3) Land Use Entitlement Status - 25 points maximum

Applications will be awarded points based on the extent that developments within the Qualifying Infill Area can secure necessary entitlements from the local jurisdiction within a reasonable period of time.

- (A) Applications which meet the criteria in Subparagraph (C) and demonstrate that all necessary local land use approvals, excluding design review, for not less than 50 percent of the housing units proposed for development within the Qualifying Infill Area have been granted, as determined by a local land use authority (e.g., planning or community development director or zoning administrator) will receive 25 points.
- (B) Applications which meet the criteria in Subparagraph (C) and demonstrate that all necessary local land use approvals, excluding design review, for not less than one-third of the housing units proposed for development within the Qualifying Infill Area have been granted will receive 20 points.

- (C) Applications which demonstrate that the Qualifying Infill Area is subject to a general plan, specific plan, community plan or similar area-specific plan, adopted by the Locality in which the Qualifying Infill Area is located and the housing proposed in the application is consistent with such plan will receive 10 points.
- (D) Applications which demonstrate that all approvals by a local land use authority (e.g., planning or community development director or zoning administrator) for the Capital Improvement Project within the Qualifying Infill Area have been granted will receive 5 points.

(4) Funding Commitments - 20 points maximum

Applications will be awarded points based on the extent to which the housing in the Qualifying Infill Area and the Capital Improvement Project can secure sufficient funding in a timely manner, as follows (An application may not receive points under both paragraphs (B) and (C)):

- (A) Up to 10 points shall be awarded based on the percentage of total residential units to be developed in the Qualifying Infill Area that are in developments for which enforceable commitments have been obtained for all necessary construction period funding, in accordance with the following schedule, and excluding tax credit equity, tax-exempt bonds, and funding provided by this and other Department funding program(s) provided that the other Department funding is awarded prior to or simultaneously with the final rating and ranking of the Program application.
 - (i) A Land Donation supported by an appraisal may be considered a commitment. For self-help homeownership developments utilizing USDA 502 loans, those funds shall be considered committed if the active 523 grantee has Site Control and a letter of support from USDA.

Percentage of Total Residential Units In Developments with Committed Construction Funding	Points
75% or more	10.0
50% to 74.9%	7.5
25% to 49.9%	5.0
10% to 24.9%	2.5

- (B) Ten (10) points shall be awarded for obtaining enforceable commitments for all construction period funding for the Capital Improvement Project, excluding funding provided by another Department funding program provided that this funding is awarded prior to or simultaneously with the final rating and ranking of the Program application. A Land Donation supported by an appraisal may be considered an enforceable commitment.
 - (C) Five (5) points shall be awarded for obtaining documentation including, but not limited to, letters of intent, executive-approved term sheets, or a letter from a public agency expressing interest and/or intent to fund the Capital Improvement Project.
 - (D) Owner equity contributions or developer funds shall not be subsequently substituted with a different funding source or forgone if committed in the application, except that a substitution may be made up to 50 percent of the deferred developer fee. The Department may require the Eligible Applicant to evidence the availability of the proposed amount of owner equity or developer funds.
- (5) Local Support - 12 points maximum
- (A) Obtaining a funding commitment or commitments from a local public agency or agencies for the Qualifying Infill Area or Capital Improvement Project equivalent to at least 25 percent of the Program grant will receive 12 points. A Land Donation supported by an appraisal may be considered an enforceable commitment.
 - (B) Obtaining a funding commitment or commitments from a local public agency or agencies for the Qualifying Infill Area or Capital Improvement Project equivalent to at least 15 percent of the Program grant will be awarded 6 points. A Land Donation supported by an appraisal may be considered an enforceable commitment.
- (C) Three (3) points will be awarded if at least 50 percent of the residential units in the Qualifying Infill Area are located on a site or sites designated or identified in the housing element of the local general plan as suitable for housing development consistent with application

(6) Prohousing Policies – 8 points maximum

(A) Points will be awarded for each of the following:

- (i) Four (4) points will be awarded to Projects located in jurisdictions that have implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or provide local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers.
- (ii) Four (4) points will be awarded to Projects located in jurisdictions that have adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established a Workforce Housing Opportunity Zone, as defined in Government Code section 65620, or a housing sustainability district, as defined in Government Code section 66200.
- (iii) Four (4) points will be awarded to Projects located in jurisdictions that zone more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower Income allocation in the current housing element cycle.
- (iv) Four (4) points will be awarded to Projects in jurisdictions that have adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Government Code section 65852.2, as follows:
 - parking reductions to 0.75 or less spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Government Code section 65852.2,
 - processing and impact fee waivers or reductions of 50 percent or more,
 - ministerial approval in less than 45 days,
 - reduction or modifications of development standards of side yard setbacks to five feet or less,
 - reduction or modifications of development standards to two story heights,

- reduction or modifications of development standards to allow 60 percent or more lot coverage,
- no minimum lot size requirement,
- provisions for affordability, or
- offering support programs such as a user-friendly website.

- (v) Four (4) points will be awarded to Projects located in jurisdictions that only use objective design standards for multifamily residential development or adopt fee transparency measures including publicly available fee calculators.

(b) Affordability – 60 points maximum

Applications will be awarded points based on the percentage of units to be developed in the Qualifying Infill Area that will be restricted to occupancy by various income groups, in accordance with the following schedule.

- (1) 2.0 points will be awarded for each percent of total units that are owner-occupied and restricted to occupancy by households with incomes not exceeding the Moderate-Income limit.
- (2) 2.4 points will be awarded for each percent of total units that are owner-occupied and restricted to occupancy by households with incomes not exceeding the Lower Income limit.
- (3) 2.0 points will be awarded for each percent of total units that are rental units restricted to occupancy by households with incomes less than or equal to 60 percent of Area Median Income.
- (4) 4.0 points will be awarded for each percent of total units that are rental units restricted to occupancy by households with incomes less than or equal to 30 percent of Area Median Income.
- (5) Owner-occupied units proposed for points under this category shall be subject to a recorded covenant with a duration of at least 30 years that includes either a resale restriction or a requirement for sharing equity upon resale.
- (6) For rental units used as the basis for point scores in the application, rent limits for initial occupancy, and for each subsequent occupancy shall be based on unit type, applicable income limit, and area in which the Qualifying Infill Area is located, following the calculation procedures used by TCAC. Rents shall be restricted in accordance with the rent

and income limits specified in the application and approved by the Department and set forth in a legally binding agreement recorded against housing developments in the Qualifying Infill Area with a duration of at least 55 years. Rents shall not exceed 30 percent of the applicable income eligibility level.

(c) **Density – 40 points maximum**

Applications will be awarded points based on the extent to which the average Net Density of the Qualifying Infill Area, adjusted by unit size, exceeds the required density specified in Section 303(a)(4).

- (1) Net Density will be adjusted for unit size by multiplying the factors shown below by the total number of units in each unit size category, then summing the resulting products then dividing by the net area of all projects. Net Density calculations shall be evidenced by a date stamped map certified by a licensed State of California professional such as an architect, engineer, or surveyor. For a suburban three-site Qualifying Infill Area:

Project # 1	7 2-Bedroom Units	5 3-Bedroom Units	.75 Acre
Project # 2	6 2-Bedroom Units	8 3-Bedroom Units	.65 Acre
Project # 3	9 2-Bedroom Units	7 3-Bedroom Units	.50 Acre

The adjusted Net Density would be 22 two-bedroom units times 1.2 plus 20 three-bedroom units times 1.6) or 58.4. Dividing this by 20 (suburban Minimum Density) and 1.9 acres (net area of the 3 sites) and multiplied by 100 results in an adjusted Net Density as a Percentage of Required Density of 153.7 percent which yields 15 points for Density.

Unit Size (Bedrooms)	Factor
0-Bedroom	0.7
1-Bedroom	0.9
2-Bedroom	1.2
3-Bedroom	1.6
4-Bedroom	1.8

- (2) Points will be awarded in accordance with the following schedule:

Adjusted Net Density as a Percentage of Required Density	Points
200% or more	40
175% to 199.9%	30
150% to 174.9%	20
125% to 149.9%	15
110% to 124.9%	10
Less than 110%	0

(d) Access to Transit – 20 points maximum

Points will be awarded based on the percentage of residential units in the Qualifying Infill Area which are in developments which meet the criteria for proximity to a Transit Station or Major Transit Stop set forth in paragraph 309(d) relative to the total number of housing units in the Qualifying Infill Area. Two (2) points will be awarded for each 10 percent of such housing units. Percentages shall be rounded off to the nearest whole tenth.

(e) Proximity to Amenities – 20 points maximum

Applications will be awarded points based on the amenities in the Qualifying Infill Area or within one-half mile of its boundary, including amenities that will be in service when construction of the Qualifying Infill Project for the Qualifying Infill Area is completed.

The one-half mile radius will be measured from the established boundaries of the Qualifying Infill Area, as defined in local planning documents.

Points shall be awarded per amenity as follows:

Amenities serving Qualifying Infill Areas consisting of fewer than 200 residential units will yield 4 points each. Amenities serving Qualifying Infill Areas consisting of 200 or more residential units will yield 2 points each. Each distinct amenity may be counted only once. The Eligible Applicant shall designate the specific subcategory for each amenity identified. No more than 25 percent of a Qualifying Infill Area's amenities may be from any one subcategory. Applications may receive only one award of points from each of the following categories. Total points for this category may not exceed 20 points.

(1) Amenities include:

- (A) Parks (not including school grounds unless there is a bona fide, formal joint use agreement between the jurisdiction responsible for

the parks and recreational facilities and the school district providing availability to the general public of the school grounds and/or facilities), 4 points.

- (B) Locally recognized employment center with a minimum of fifty full-time employees. An employment center is a locally recognized concentration of employment opportunities such as a large hospital, industrial park, commercial district, or office area, 4 points.
- (C) Locally recognized retail center with a minimum of fifty full-time employees. A retail center is a downtown area or recognized neighborhood or regional shopping mall, 4 points.
- (D) Where at least 50 percent of the units designated in this application have two or more bedrooms, public schools or community colleges available for residents of the Qualifying Infill Area to attend, 4 points.
- (E) Where designated units in this application which qualify for special needs or single room occupancy use, as defined by TCAC, or has a special needs or supportive housing component, as defined under MHP, social service facilities available to serve the residents living in the Qualifying Infill Area, 4 points.
- (F) Where designated units in this application are reserved for qualified senior citizens under sections 51.2, 51.3 and 51.4 of the Civil Code, senior centers or facilities regularly offering services designed for seniors and available to the seniors residing in the Qualifying Infill Area, 4 points.
- (G) Where at least 25 percent of the total units are two bedroom or larger and an additional 25 percent of the total units are three bedroom or larger, with no restriction or preference for seniors or special needs populations, and the housing developments including these units are located within the high or highest resource community neighborhoods as indicated at time of application on the currently adopted TCAC/HCD Opportunity Area Map shall receive 20 points.

(f) Consistency with Regional Plans –10 points maximum

(1) Points will be awarded for each of the following:

- (A) Five (5) points will be awarded if the Qualifying Infill Area supports the implementation of either a sustainable communities strategy or alternative planning strategy that has

been determined by the California Air Resources Board to achieve the region's greenhouse gas emissions target. Consistency with such plans must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization, regional transportation planning agency, or local transportation commission.

- (B) If a sustainable communities strategy is not required for a region by law, 5 points will be awarded if the Qualifying Infill Area supports a regional plan that includes policies and programs to reduce greenhouse gas emissions. Consistency with plans must be demonstrated by a letter or resolution executed by an officer, or equivalent representative from the metropolitan planning organization or regional transportation planning agency, or local transportation commission.
- (C) Applications for Qualifying Infill Areas in which not less than 50 percent of the land area is within a Transit Priority Area will receive 5 points. Evidence of a Qualifying Infill Area within, or partially within (as defined in this section) a Transit Priority Area must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization, regional transportation planning agency, or local transportation commission.

ARTICLE 4. PROGRAM OPERATIONS

Section 311. Legal Documents

Upon the award of Program funds, the Department shall enter into a Standard Agreement with the Recipient constituting a conditional commitment of funds. This contract shall require the parties to comply with the requirements and provisions of these Guidelines. The Standard Agreement shall encumber funds in an amount sufficient to fund the approved project, subject to limits established in the NOFA and consistent with the application. The Standard Agreement shall contain, but not be limited to, the following as appropriate for the activity:

- (a) A description of the approved Capital Improvement Project and the approved Qualifying Infill Project, Qualifying Infill Area, or both, and the permitted uses of Program funds;
- (b) Provisions governing the amount, terms and conditions of the Program grant;
- (c) Provisions governing the construction work and, as applicable, the acquisition and preparation of the site of the Capital Improvement Project, and the manner, timing, and conditions of the disbursement of grant funds;
- (d) The Recipient's responsibilities for the development of the approved Capital Improvement Project, including, but not limited to, construction management, maintaining files, accounts, and other records, and reporting requirements;
- (e) Provisions relating to the development, construction, affordability and occupancy of the Qualifying Infill Project supported by the Capital Improvement Project and the development, construction and occupancy of housing designated for development in the application for funding of a Qualifying Infill Area;
- (f) Provisions relating to the placement on, or in the vicinity of, the Project site, a sign indicating that the Department has provided funding for the Capital Improvement Project. The Department may also arrange for publicity of the Department grant in its sole discretion;
- (f) Remedies available to the Department in the event of a violation, breach or default of the Standard Agreement;
- (h) Requirements that the Recipient permit the Department or its designated agents and employees the right to inspect the Project and all books, records and documents maintained by the Recipient in connection with the Program grant;
- (i) Special conditions imposed as part of Department approval of the project;
- (j) Terms and conditions required by federal or state law; and

- (k) Other provisions necessary to ensure compliance with the requirements of the Program.

Section 312. Reporting Requirements

- (a) During the full term of the Standard Agreement and covenant and according to the deadlines identified in the Standard Agreement and the Covenant, the Recipient shall submit, upon request of the Department, an annual performance report regarding the construction of the Capital Improvement Project; and upon receipt of the certificate of occupancy, an annual monitoring report regarding the affordability and occupancy of the housing Project designated in the application.
- (b) At any time during the term of the Standard Agreement and/or Covenant, the Department may perform or cause to be performed a financial audit of any and all phases of the Recipient's Project. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- (c) The Recipient and owner agree to regular monitoring of the housing development by the Department or such designee the Department may name at any time during the term of the Standard Agreement and/or Covenant, to verify compliance with the requirements of the Program. The Recipient and owner, or designee, shall submit annual reports as required by the Department on forms approved or provided by the Department, detailing components of the on-going operations of the housing development, as noted in this subsection. The components of annual operations for which reporting is required, which the Department retains the right to inspect, or cause to be inspected, include, and are not limited to:
 - (1) The Qualifying Infill Project or the housing designated in the Qualifying Infill Area, including interior of units, common areas, and exterior of the development;
 - (2) Tenant files, demonstrating compliance with Program affordability standards;
 - (3) Financial records, including the right to request a certified financial audit of the revenue, expenses, and operations of the housing development; and
 - (4) Insurance records to ensure continuous insurance coverage in accordance with Department and Program requirements.

The Department retains the authority to compel the Recipient and owner to comply with Program requirements as detailed in the IIG restrictive Covenant recorded against the property.

Section 313. Defaults and Cancellations

- (a) In the event of a breach or violation by the Recipient of any of the provisions of the Standard Agreement, the Department may give written notice to the sponsor to cure the breach or violation within a period of not less than 15 days. If the breach or violation is not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default under the Standard Agreement and may seek legal remedies for the default including the following:
 - (1) The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Project in accordance with Program requirements.
 - (2) The Department may seek such other remedies as may be available under the relevant agreement or any law.
- (b) Funding commitments and Standard Agreements may be canceled by the Department under any of the following conditions:
 - (1) The objectives and requirements of the Program cannot be met by continuing the commitment or Standard Agreement;
 - (2) Construction of the Capital Improvement Project cannot proceed in a timely fashion in accordance with the timeframes established in the Standard Agreement; or
 - (3) Funding conditions have not been or cannot be fulfilled within required time periods.
- (c) Upon receipt of a notice of intent to cancel the grant from the Department, the Recipient shall have the right to appeal to the Director of the Department.

Section 314. Prevailing Wages

For the purposes of California's prevailing wage law (Lab. Code, § 1720 et seq.), an IIG Capital Improvement Project (i.e., the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvement of a Capital Asset) shall be considered a public work that is paid for in whole or in part out of public funds. As such, it is subject to California's prevailing wage law. Program funding of a Capital Improvement Project shall not necessarily, in and of itself, be considered public funding of a Qualifying Infill Project or the Qualifying Infill Area unless such funding is considered public funding under California's prevailing wage law.

It is not the intent of the Department in these Guidelines to subject Qualifying Infill Projects or Qualifying Infill Areas to California's prevailing wage law by reason of Program funding of

the Capital Improvement Project where such public funding would not otherwise make the Qualifying Infill Project or Qualifying Infill Area subject to such law.

Although the use of Program funds does not require compliance with the federal Davis-Bacon Act, other funding sources may require compliance with the federal Davis-Bacon Act.

Infill Infrastructure Grant Program of 2019

2019 Notice of Funding Availability

Qualifying Infill Area and Qualifying Infill Project Supplemental Application



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Douglas R. McCauley, Acting Director
Department of Housing and Community Development**

**2020 West El Camino Avenue, Suite 150
Sacramento, CA 95833
Phone: (916) 263-2771
Email: infill@hcd.ca.gov**

NOFA: October 30, 2019

Rev. 1/14/20

Balboa Park Upper Yard Overview							1/14/20			
When opening this file, a yellow banner at the top may appear with a button that says "Enable Editing". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.										
Orange shaded areas are documents that must be submitted to HCD and/or uploaded to FFAST. Click here for FFAST upload instructions and user manual.										
Are you applying for funds for a Capital Improvement Project (CIP) within a Qualifying Infill Area (QIA) or for a Qualified Infill Project (QIP)?							QIP			
QIP Name:	Balboa Park Upper Yard		County QIP is located:	San Francisco	Geographic Region:			Northern		
Project or Area information for Large Jurisdiction (county that is not a Small Jurisdiction, or any city within that county)										
§303(d)(2) For purposes of evaluating applications from Large Jurisdictions: QIP means a residential or mixed-use residential project located within an Urbanized Area on a site that has been previously developed, or on a vacant site where at least 75% of the perimeter of the site adjoins parcels that are developed with urban uses.										
	QIP Name	QIP Brief Description	QIP Address	QIP City	QIP Zip	Census Tract	APN			
QIP	Balboa Park Upper Yard	The Project will be a new 131-unit affordable building for families. All of the units will be targeted to households with incomes from 30% to 80% TCAC area median income. The ground floor will include a child care facility with an outdoor activity area, ground floor retail, and community services space coordinated through	2340 San Jose Avenue	San Francisco	94112	6075026100	6973039			
CIP (identify all if more than one)	Name(s) of QIP(s) that CIP will support		Related CIP Description and Scope §304							
Is the QIP a scattered site project?		No	If yes, complete the section below							
Site Address				Homeownership or Rental						
QIP - Total Land Area in Acres:		0.7								
QIP - Commercial Square Feet		10,781								
Eligible Applicant §302(j)										
(a) Applicants certify the proposed CIP(s) or portion thereof, has not previously received an award of Program funds under a previous NOFA.							Yes			
Applicant #1										
Entity Name			City and County of San Francisco		Applicant Type			City and County		
Address		1 South Van Ness Ave		City	San Francisco	State	CA	Zip	94103	
Auth Rep		Dan Adams		Title	Director	Authorized Rep. Email		dan.adams@sfgov.org	Phone	(415) 701-5500
Contact		Sara Amaral		Title	Senior Project Manager	Contact Email		sara.amaral@sfgov.org	Contact Phone	(415) 702-5614
Address		1 South Van Ness Ave		City	San Francisco	State	CA	Zip	94103	
Applicant #2										
Entity Name			Mission Housing Development Corporation		Applicant Type			Nonprofit Developer applying jointly §302(j)(2)		
Address		474 Valencia Stret #280		City	San Francisco	State	CA	Zip	94103	
Auth Rep		Sam Moss		Title	Executive Director	Authorized Rep. Email		sross@missionhousing.org	Phone	(415) 350-2024
Contact		Michael Chao		Title	Director of Housing Development	Contact Email		mchao@missionhousing.org	Contact Phone	(415) 635-3906
Address		474 Valencia Stret #280		City	San Francisco	State	CA	Zip	94103	
Certifications & Legal Disclosure										
Certifications & Legal Disclosures are required for all Applicants, except where a joint applicant is a governmental entity. Governmental entities are not required to submit Certifications & Legal Disclosure with the application.										
A completed and signed Certification is required for each Applicant.				A copy of the required Certification & Legal Disclosure can be downloaded by clicking here.						
FAAST File:	App1 Cert & Legal	Certification & Legal Disclosure		File Uploaded?		Yes				
FAAST File:	App2 Cert & Legal	Certification & Legal Disclosure		File Uploaded?		Yes				
Resolution										
A resolution is required of each Joint Applicant - both private and public entities. A sample resolution template is available on IIG website.										
The resolution template is intended to be a sample. Applicants may use their own format as long as it contains ALL of the authorizations contained in the template.										
• The person attesting to the signing of the resolution cannot be the same person authorized to execute the documents in the name of the applicant.										
• If more than one authorized signatory is identified in the resolution, specifically state whether both signatories are required (i.e. x and y) or only one signatory (i.e. x or y) is required to submit and execute the IIG Program documents.										
• If the application is being signed by a designee of the authorized signatory, the applicant must also submit a designee letter or other proof of signing authority.										
• Wet signature originals must be submitted at application due date.										
FAAST File:	App1 Reso	Resolution (wet signature required)		Copy submitted	Yes	File Uploaded?	Yes			
FAAST File:	App2 Reso	Resolution (wet signature required)		Copy submitted	Yes	File Uploaded?	Yes			

Organizational Documents

Organization documents are required for all Applicants, except where a joint applicant is a governmental entity. Governmental entities are not required to submit organizational documents with the application.

Submit Organizational Documents supporting the Resolution.

FAAST File:	App1 OrgChart	Organizational Chart	Files Uploaded?	N/A
FAAST File:	App2 OrgChart	Organizational Chart	Files Uploaded?	Yes
FAAST File:	App1 Org1, App1 Org2, etc.	Organizational Documents	Files Uploaded?	N/A
FAAST File:	App2 Org1, App2 Org2, etc.	Organizational Documents	Files Uploaded?	Yes

Signature Block

All Applicants must submit a Signature Block in a Microsoft Word Document that will be used in Department legal documents such as a Standard Agreement.

FAAST File:	App1 Signature	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes
FAAST File:	App2 Signature	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes

Payee Data Record STD-204 or Taxpayer Identification Number (TIN)

Any Applicant or party that receives HCD funding must submit a Payee Data Record or Taxpayer Identification Number (TIN) form. The TIN must be submitted by all governmental entities. All others must submit the STD-204 Payee Data Record. A wet signature original must be submitted to HCD. [Forms available on IIG website.](#)

FAAST File:	App1 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN)	File Uploaded?	Yes
FAAST File:	App2 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN)	File Uploaded?	Yes

Balboa Park Upper Yard Project Narrative

1. Summarize the scope of work for the CIP(s). Describe the distinct infrastructure improvements relating to utilities, surface improvements, landscape and amenities, environmental mitigation and remediation, replacement transit, residential parking and/or transit, etc.:

2. Describe all on-site supportive services that will be provided at the required QIP:

3. Explain any specific development issues (relocation, environmental, historical, topography, etc.) at the required QIP and/or CIP(s):

4. Explain any required demolition at the required QIP:

5. Identify the developer(s) for the required QIP. Describe developer(s) experience with affordable housing:

6. Have any of the QIPs previously received a Funding Award from the IIG program or any other HCD program? If yes, describe the funding sources. Indicate the HCD Contract Number, award date and award amount. Indicate whether other HCD funding applications will be submitted for the Project.

Balboa Park Upper Yard Max Grant Amount and Unit Mix

Maximum Grant Amount

QIP Units: Base Grant Limit	\$5,843,200	Total Base Grant Limit	\$5,843,200	Housing Units per Acre (Net Density)	267.3	Net Density Adjustment Factor	1.52	Maximum CIP Grant Amount	\$3,500,000
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QIP Units

# of Bedrms	Unit Type	% of Area Median Income	Total Units	Total Rental Units	Total Homeowner Units	Total Restricted Units	Total Unrestricted Units	Total Restricted Affordable Rental Units	Total Restricted Affordable HO Units	Manager Units	Special Needs Units	Supportive Housing Units	Senior Units
0	Rental	30% AMI	3	3		3		3					
1	Rental	30% AMI	12	12		12		12					
2	Rental	30% AMI	8	8		8		8					
3	Rental	30% AMI	4	4		4		4					
0	Rental	50% AMI	1	1		1		1					
1	Rental	50% AMI	20	20		20		20					
2	Rental	50% AMI	37	37		37		37					
3	Rental	50% AMI	9	9		9		9					
0	Rental	60% AMI	1	1		1		1					
1	Rental	60% AMI	8	8		8		8					
2	Rental	60% AMI	8	8		8		8					
3	Rental	60% AMI	1	1		1		1					
0	Rental	none	2	2			2						
1	Rental	none	7	7			7						
2	Rental	none	8	8			8						
3	Rental	none	1	1			1						
2	Rental	none	1	1			1			1			
							0						
							0						
							0						
			131	131	0	112	19	112	0	1	0	0	0

Grant Amount

	Income Level	Points \$309(b)(2)	Number of Units						Basic Grant Limit x Units					
			0-Bdrm	1-Bdrm	2-Bdrm	3-Bdrm	4-Bdrm	Total	0-Bdrm	1-Bdrm	2-Bdrm	3-Bdrm	4-Bdrm	Total
Owner Occupied	200%+FMR or > CalHFA		0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Unrestricted		0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
	<= Moderate Income	0.00	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
	<= Lower Income	0.00	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Total Owner	0.00	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
Rental Unit	200%+FMR or > CalHFA		0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
	Unrestricted		2	7	9	1	0	19	\$49,400	\$198,800	\$297,000	\$40,800	\$0	\$586,000
	<= 60% AMI to >50% AMI		1	8	8	1	0	18	\$32,100	\$286,400	\$345,600	\$50,600	\$0	\$714,700
	<= 50% AMI to >40% AMI	20.46	1	20	37	9	0	67	\$37,100	\$840,000	\$1,783,400	\$522,000	\$0	\$3,182,500
	<= 40% AMI to >30% AMI	0.00	0	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	\$0
	<= 30% AMI	41.22	3	12	8	4	0	27	\$129,600	\$548,400	\$415,200	\$266,800	\$0	\$1,360,000
Total Rental	61.68	7	47	62	15	0	131	\$248,200	\$1,873,600	\$2,841,200	\$880,200	\$0	\$5,843,200	
Total Rental & Owner	60.00	7	47	62	15	0	131	\$248,200	\$1,873,600	\$2,841,200	\$880,200	\$0	\$5,843,200	

§309(b)(1) QIP Affordability: Points will be awarded based on the "Lowest Income Point Table" below. 60 points max.																	42.86		
Is this Project in a Rural Area as defined by H&S Code §50199.21. Applicant must use the TCAC Method for determining rural status. Reference document on the MHP webpage and include documentation of rural status.																	No		
If Project is in a Rural Area, which methodology is being used to demonstrate that the project area is rural?														N/A					
FAAST File:		Rural Status				TCAC Method for determining rural status.								File Uploaded?		N/A			
Red cells at right Points available to Rural set-aside projects only	% AMI	55%		50%		45%		40%		35%		30%		25%		20% and below		Total Points	
	% of Units	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded		
	50%	5.00		12.50		18.75		17.50		18.75		25.00		25.00		25.00			0.00
	45%	5.00		11.25		16.90		17.50		18.75		25.00		25.00		25.00			0.00
	40%	5.00		10.00	10.00	15.00		17.50		18.75		25.00		25.00		25.00			10.00
	35%	4.40		8.75		13.15		17.50		18.75		25.00		25.00		25.00			0.00
	30%	3.75		7.50		11.25		15.00		18.75		22.50		25.00		25.00			0.00
	25%	3.15		6.25		9.40		12.50		15.65		18.75		21.90		25.00			0.00
	20%	2.50		5.00		7.50		10.00		12.50		15.00	15.00	17.50		20.00			15.00
	15%	1.90		3.75		5.65		7.50		9.40		11.25		13.10		15.00			0.00
10%	1.25		2.50		3.75		5.00		6.25		7.50		8.75		10.00		0.00		

Balboa Park Upper Yard Eligibility and Threshold

Eligible Projects §303

(a) Is the CIP an integral part of, or necessary for the development of a QIP or housing designated within a QIA?										Yes	
FAAST File:	CIP Integral to QIP	Applicant narrative and documentation evidencing the locality requiring the CIP.					File Uploaded?	Yes			
(b) Does the proposed Project include a QIP that is a discrete development (all housing development components have been planned as one development and jointly considered for local land use approval; have common, affiliated or contractually-related ownership and financing structures)? (QIA must have a QIP)										Yes	
(c)(1) Is QIP located in an Urbanized Area?		Yes - defined by the U.S Census Bureau									
FAAST File:	Urban Area	Provide documentation of location in an urban area.					File Uploaded?	Yes			
(c)(2) Is QIP located in a locality that has an adopted housing element in substantial compliance with Art. 10.6 (§65580) Ch. 3 Div. 1 of Title 7 (Gov. Code §65585)?						A jurisdiction's current housing element compliance status is obtainable thru HCD's website.				Yes	
(c)(3) QIP located in a locality that at time of application has submitted its housing element annual progress reports (required by Gov. Code §65400) for 2017 & 2018										Yes	
(c)(4) Does QIP include not less than 15% of total residential units as Affordable Units (AU) in QIP						Total QIP AUs	112	Total QIP Units	131	Yes	
QIP Residential Units	Total QIP Rental AUs	112	Total QIP Ownership AUs	0	Total QIP AUs	112	Total QIP Units	131			
Other-QIP (QIA) Res. Units	Total non-QIP Rental AUs	0	Total non-QIP Ownership AUs	0	Total non-QIP AUs	0	Total non-QIP Units	0			
(c)(5) Average Residential Net Density (dwelling units per acre)											
Are parcels to be developed within a Rural Area per H&S Code §50199.21? (Refer to the document entitled IIG Program, Rural Area Determination Procedures)						No	If yes (project is rural), parcels to be developed must have a net density of 10 units per acre.			0	
If non-rural, enter minimum net density for parcels to be developed per locality (see Appendix 1, click here):						30	Housing Units per Acre (Net Density)	187.1	Is the QIP density equal to or greater than required §303(c)(5)?		Yes
Total QIP Site Area in Square Feet		30,492	NOT qualified site deductions: utility easements, setbacks, private drives/walkways, landscaping, common areas and facilities, off street parking, drainage facilities exclusive to a development project & other related mitigation space required.			0 Bedroom Density Calculation:		4.9			
Less QIP Qualified Site Deductions* in square feet						1 Bedroom Density Calculation:		42			
Public Streets						2 Bedroom Density Calculation:		74			
Public Sidewalks						3 Bedroom Density Calculation:		24			
Public Open Space			If QIP contains commercial answer V22-23 below:			4 Bedroom Density Calculation:		0	Commercial	10,781	
Public Drainage Facilities			Square ft. of largest residential unit:			Commercial Density Calculation:		0	Square Ft.	10,781	
Net Site Area in Acres (43,560 square feet per acre)		0.70	1.6	# of bedrooms in largest unit:		3	QIP adjusted net density as a percentage of required density §309(c)(2)			693.33%	
(c)(6) Is QIP located in area designated for mixed-use or residential development pursuant to one of the following plans? If yes, select plan.						(A) A general plan, or general plan amendment, adopted per Gov. Code §65300					
FAAST File:	Relevant Development Plan	Provide, label and attach a copy of the relevant plan showing area designation.					File Uploaded?	Yes			
(c)(7) Can the Applicant identify a mechanism, such as a minimum density ordinance or a recorded, binding covenant, to reliably ensure that future development will occur at an overall Net Density equaling or exceeding that set forth in §303(c)(5) and the Net Density proposed in the application for the purposes of rating pursuant to §309(c) and §310(c), and determining the max grant amount pursuant to §305? This mechanism must be acceptable to HCD and in effect and legally enforceable prior to the disbursement of Program funds.										Yes	
FAAST File:	Net Density Verification	Provide a minimum density ordinance, recorded binding covenant or date stamped map and letter certified by a California State-licensed professional such as an engineer, surveyor or landscape architect confirming the Net Density.					File Uploaded?	Yes			
(c)(8) Will the applicant designate the proposed residential units in the QIP, and/or within the QIA (non-QIP), that the Applicant intends to utilize for the purpose of establishing the max Program grant amount pursuant to §305, and for the purpose of rating applications pursuant to §309 or §310.											
(c)(9) Does this application demonstrate that the percentage of Affordable Units (AUs), and units restricted to other income limits and rents as designated for the purpose of determining the max Program grant amount shall be maintained or exceeded through the completion of each proposed residential development?											
(c)(10) Applicant certifies construction shall not have commenced on any units designated in the application prior to the application submittal deadline set forth in the NOFA, except for AUs identified in a disposition and development agreement or other project or area-specific agreement between the Developer and the local agency having jurisdiction over the AUs executed on or before July 31, 2019 (if exception applies, attach related agreement)?											
FAAST File:	Construction exception	If applicable, label and attach agreement requiring AUs be built as a local approval condition.					File Uploaded?	N/A			
Eligible Costs §304											
(a)(4) Total # of required replacement transit station parking spaces:				0	Are replacement transit parking spaces costs less than \$50,000 per space?						
(a)(5) Minimum residential per unit parking spaces as required by local land-use entitlement approval:				0	Spaces exceed one space per unit?	No	Are costs less than \$50,000 per space?				
(b) Impact fees for the CIP are required by local ordinance?		No	If yes, impact fees do not to exceed 5% of the total Program grant amount? Describe fee(s), the association to CIP and locality:								
We certify the CIP funded costs do not include any of the following ineligible costs:											
(b)(1) Parking spaces and structures except (a)(4) and (5) above.											
(b)(2) Costs of site acquisition for housing and mixed use structural improvements.											
(b)(3) Costs of housing or mixed use structures.											
(b)(4) Soft costs related to ineligible costs.											
(b)(5) In lieu fees for local inclusionary programs.											
Application Threshold Requirements - §308											
(a)(1) We certify that construction of the CIP has not commenced as of the application deadline set forth in the NOFA?										Yes	
(a)(2) We certify the CIP is infeasible without CIP Program funds, and other available funds are not and will not be supplanted by CIP Program funds?										Yes	
(a)(3) Does applicant or Developer have Site Control for the CIP Project? If yes, enter form of Site Control and the most recent execution date below (see Site Control definition §302(cc))										Yes	
Form of Site Control §302(cc):		Fee Title			Most recent document execution date:			1/29/20			
(a)(4) We certify all proposed uses of Program funds must be eligible pursuant to §304?										Yes	
(a)(5) We certify funds awarded pursuant to this section shall supplement, not supplant, other available funding?										Yes	
(b) Is application including the Universal Application sufficiently complete to assess feasibility of application and its compliance with Program requirements?										Yes	
Describe any special circumstances:											
CIP will be constructed on BART owned site - Applicants have entered into an MOU with BART. BART Improvements will be designed and coordinated by BART - an affiliate of The Related Companies of California, LLC through a contract with Cahill General Contractors (AHD General Contractor) will provide construction services for the BART improvements.											
FAAST File:	CIP Site Control	Attach appropriate documentation to demonstrate the form of Site Control indicated above.					Files Uploaded?	Yes			

Does the required QIP trigger State Relocation Assistance Law (CA Gov Code §7260-7277)?		No		
If Yes , provide a narrative discussion on the number of impacted households and provided relocation assistance including what actions have or will be taken to comply with State Relocation Assistance Law? If No , provide		No projects trigger State Relocation Assistance Law.		
FAAST File:	QIP Relocation Plan	Applicants must provide a Relocation Plan or documentation supporting no relocation.		File Uploaded? Yes
Market Study				
Does Market study demonstrate QIP is financially feasible? - <i>Must submit a market study that meets the requirements specified in TCAC Regs §10322(h)(10)</i>				
FAAST File:	Market Study	Applicants must provide a completed market study prepared within one year of the application due date.		File Uploaded?
Tax Credits (TC)				
Select appropriate entry for each item:				
Type (Select One):	4%	Federal: Yes	Proposed Equity Investor Contribution (\$): \$45,947,622	Anticipated TC Factor: \$1.0100 App. Rate: 3.19%
		State: Yes	Proposed Equity Investor Contribution (\$): \$15,062,802	Anticipated TC Factor: \$0.8000 App. Rate: 30.00%
Timeframe for Applying for 4% TC	Proposed Month: August	Proposed Year: 2020		
Timeframe for Applying for 9% TC	Proposed Round:	Proposed Year:		
If already awarded:	Date TCAC Reservation Award:			
FAAST File:	Tax Credit Reservation	If this project has already received a tax credit reservation, attach documentation.		File Uploaded? N/A
What covenants or regulatory agreements are already on title?		None		
What covenants or regulatory agreements are anticipated?		City of San Francisco, TCAC, CDLAC, HCD		
Note: Some of the following milestones may have already been achieved. For previously met milestones, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.				
Provide the actual or anticipated completion date for the following performance milestones for the CIP. If a milestone is not applicable, please enter "N/A".				
QIP Milestones				
				Milestone Date
Executed binding agreement between Applicant and developer of the proposed QIP detailing the terms and conditions of the development.				2/1/20
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.				1/1/21
Commencement of construction.				11/1/22
Construction complete and the filing of the Notice of Completion.				1/1/23
Program funds fully disbursed.				1/1/23
CIP Milestones				
				Milestone Date
Executed binding agreement between Applicant and developer of the proposed CIP detailing the terms and conditions of the development.				1/1/21
Obtaining all necessary and discretionary public land use approvals.				8/1/20
Obtaining all enforceable funding commitments for all CIP construction period financing.				10/1/20
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.				6/1/20
Commencement of construction.				2/1/22
Construction complete and the filing of the Notice of Completion.				11/1/22
Program funds fully disbursed.				11/1/22

Balboa Park Upper Yard QIP Residential and all CIP Permanent Sources of Funds																	Commercial Sources			
USES OF FUNDS	IIG CIP Grant	AHSC Grant	Permanent Loan	City of San Francisco	AHSC Loan	GP Equity	0	0	0	0	0	0	0	0	Deferred Costs	Equity Investor	Total Residential Sources/Costs	Total Commercial Sources/Costs	Source Name: City of San Francisco	Source Name:
Qualifying Infill Project (QIP)																				
LAND COST/ACQUISITION																				
Land Cost or Value																		\$0	\$0	
Demolition																		\$0	\$0	
Legal																		\$0	\$0	
Land Lease Rent Prepayment																		\$0	\$0	
Total Land Cost or Value		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Existing Improvements Cost or Value																		\$0	\$0	
Off-Site Improvements																		\$0	\$0	
Total Acquisition Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Land Cost / Acquisition Cost		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Predevelopment Interest/Holding Cost																		\$0	\$0	
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)																		\$0	\$0	
Excess Purchase Price Over Appraisal																		\$0	\$0	
Total Relocation Expenses																		\$0	\$0	
NEW CONSTRUCTION																				
Site Work																		\$0	\$0	
Structures																		\$0	\$3,093,262	\$3,093,262
General Requirements																		\$0	\$75,000	\$75,000
Contractor Overhead																		\$0	\$0	
Contractor Profit																		\$0	\$85,727	\$85,727
Prevailing Wages																		\$0	\$0	
General Liability Insurance																		\$0	\$33,102	\$33,102
Urban Greening																		\$0	\$0	
Other New Construction: (Specify)																		\$0	\$0	
Other New Construction: (Specify)																		\$0	\$0	
Other New Construction: (Specify)																		\$0	\$0	
Total New Construction Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,287,091	\$3,287,091
ARCHITECTURAL FEES																				
Design																		\$0	\$99,557	\$99,557
Supervision																		\$0	\$23,000	\$23,000
Total Architectural Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$122,557	\$122,557
Total Survey & Engineering																		\$0	\$0	\$0
CONSTRUCTION INTEREST & FEES																				
Construction Loan Interest																		\$0	\$0	
Origination Fee																		\$0	\$0	
Credit Enhancement/Application Fee																		\$0	\$0	
Bond Premium																		\$0	\$0	
Cost of Issuance																		\$0	\$0	
Title & Recording																		\$0	\$0	
Taxes																		\$0	\$0	
Insurance																		\$0	\$203,424	\$203,424
Employment Reporting																		\$0	\$0	
Other Construction Int. & Fees: (Specify)																		\$0	\$0	
Other Construction Int. & Fees: (Specify)																		\$0	\$0	
Other Construction Int. & Fees: (Specify)																		\$0	\$0	
Other Construction Int. & Fees: (Specify)																		\$0	\$0	
Total Construction Interest & Fees		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$203,424	\$203,424
PERMANENT FINANCING																				
Loan Origination Fee																		\$0	\$0	
Credit Enhancement/Application Fee																		\$0	\$0	
Title & Recording																		\$0	\$0	
Taxes																		\$0	\$0	
Insurance																		\$0	\$0	
Other Perm. Financing Costs: (Specify)																		\$0	\$0	
Other Perm. Financing Costs: (Specify)																		\$0	\$0	
Other Perm. Financing Costs: (Specify)																		\$0	\$0	
Other Perm. Financing Costs: (Specify)																		\$0	\$0	
Total Permanent Financing Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Subtotals Forward		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,613,072	\$3,613,072
LEGAL FEES																				
Legal Paid by Applicant																		\$0	\$0	\$15,000
Other Attorney Costs: (Specify)																		\$0	\$0	
Other Attorney Costs: (Specify)																		\$0	\$0	
Other Attorney Costs: (Specify)																		\$0	\$0	
Total Attorney Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$15,000	\$0

Balboa Park Upper Yard QIP Residential and all CIP Permanent Sources of Funds																	Commercial Sources			
USES OF FUNDS	IIG CIP Grant	AHSC Grant	Permanent Loan	City of San Francisco	AHSC Loan	GP Equity	0	0	0	0	0	0	0	0	Deferred Costs	Equity Investor	Total Residential Sources/Costs	Total Commercial Sources/Costs	Source Name: City of San Francisco	Source Name:
RESERVES																				
Operating Reserve																	\$0	\$0		
Replacement Reserve																	\$0	\$0		
Transition Reserve																	\$0	\$0		
Rent Reserve																	\$0	\$0		
Other Reserve Costs: (Specify)																	\$0	\$0		
Other Reserve Costs: (Specify)																	\$0	\$0		
Other Reserve Costs: (Specify)																	\$0	\$0		
Total Reserve Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
CONTINGENCY COSTS																				
Construction Hard Cost Contingency																	\$0	\$0		
Soft Cost Contingency																	\$0	\$42,349	\$42,349	
Total Contingency Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$42,349	\$42,349	\$0
OTHER PROJECT COSTS																				
TCAC App/Allocation/Monitoring Fees																	\$0	\$0		
Environmental Audit																	\$0	\$0		
Local Development Impact Fees																	\$0	\$0		
Permit Processing Fees																	\$0	\$38,450	\$38,450	
Capital Fees																	\$0	\$0		
Marketing																	\$0	\$0		
Furnishings																	\$0	\$0		
Market Study																	\$0	\$0		
Accounting/Reimbursable																	\$0	\$3,000	\$3,000	
Appraisal Costs																	\$0	\$0		
Other Costs: (Specify)																	\$0	\$0		
Other Costs: (Specify)																	\$0	\$0		
Other Costs: (Specify)																	\$0	\$0		
Other Costs: (Specify)																	\$0	\$0		
Other Costs: (Specify)																	\$0	\$0		
Other Costs: (Specify)																	\$0	\$0		
Total Other Costs		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,450	\$41,450	\$0
SUBTOTAL PROJECT COST		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,711,871	\$3,711,871	\$0
DEVELOPER COSTS																				
Developer Overhead/Profit																	\$0	\$0		
Consultant/Processing Agent																	\$0	\$0		
Project Administration																	\$0	\$0		
Broker Fees Paid to a Related Party																	\$0	\$0		
Construction Oversight by Developer																	\$0	\$0		
Other Developer Costs: (Specify)																	\$0	\$0		
Total Developer Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL PROJECT COST	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,711,871	\$3,711,871	\$0
Capital Improvement Project(s) (CIP)																				
Site acquisition of CIP including easements and right of ways																				\$0
Other:																				\$0
Total Site Acquisition (not parking)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Clearing and Grubbing	\$3,500,000	\$5,000,000																		\$8,500,000
Demolition																				\$0
Excavation																				\$0
Grading																				\$0
Soil Stabilization (Lime, etc.)																				\$0
Erosion/Weed Control																				\$0
Dewatering																				\$0
Other:																				\$0
Other:																				\$0
Total Site Preparation Costs	\$3,500,000	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,500,000
Sanitary Sewer																				\$0
Potable Water																				\$0
Non-Potable Water																				\$0
Storm Drain																				\$0
Detention Basin/Culverts																				\$0
Joint Trench																				\$0
Other:																				\$0
Total Site Utilities Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Balboa Park Upper Yard QIP Residential and all CIP Permanent Sources of Funds																	Commercial Sources			
USES OF FUNDS	IIG CIP Grant	AHSC Grant	Permanent Loan	City of San Francisco	AHSC Loan	GP Equity	0	0	0	0	0	0	0	0	Deferred Costs	Equity Investor	Total Residential Sources/Costs	Total Commercial Sources/Costs	Source Name:City of San Francisco	Source Name:
Aggregate Base																				
Asphalt Pavement																				
Curb, Gutter, Sidewalk																				
Street Lights																				
Striping/Signage/Barricades																				
Traffic Mitigation																				
Other:																				
Total Surface Improvements Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Irrigation																				
Concrete Work																				
Landscaping																				
Urban Greening																				
Playground Facilities and Tot Lots																				
Walking/Bike Path																				
Drinking Fountains																				
Structures																				
Lighting																				
Open Space																				
Other:																				
Total Parks-Landscape and Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Wetland Mitigation																				
Endangered Species																				
Tree Mitigation																				
Environmental Remediation																				
Other:																				
Total Env. Mitigation/Remediation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Replacement Parking																				
Grading																				
Foundation Work																				
Site Work																				
Other:																				
Other:																				
Total Replacement Parking Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Residential Parking Structures																				
Grading																				
Foundation Work																				
Site Work																				
Other:																				
Other:																				
Total Residential Parking Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Access Plazas																				
Pathways																				
Bus Shelters																				
Transit Shelters																				
Pedestrian Facilities																				
Bicycle Facilities																				
Other:																				
Total Transit Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Drainage																				
Parks & Recreation																				
Streets/Signals																				
Traffic Fees																				
Waste Water																				
Water Facility																				
Other:																				
Other:																				
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Engineering																				
Design																				
Other:																				
Other:																				
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
Other:																				
Other:																				
Total Other Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			
CIP TOTAL PROJECT COSTS	\$3,500,000	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$8,500,000
QIP TOTAL PROJECT COSTS	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$0
TOTAL QIP & CIP PROJECT COSTS	\$3,500,000	\$5,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0			\$8,500,000

Balboa Park Upper Yard Verification of Environmental Review & Land Use Entitlements

1/14/20

FAAST File:	Auth to Use Grant Funds	For NEPA only, provide a copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.	File Uploaded?	Yes
FAAST File:	Environmental	Provide a copy of all environmental clearances or Notice of Exemption.	File Uploaded?	Yes

TO THE APPLICANT: Submit this form to the Agency or Department of local government responsible for administration of the items listed. This form may be submitted to more than one Agency or Department, if necessary. QIP applicants need only submit one completed form per locality. If the NEPA Responsible Entity is not a local government, submit a copy of this form to the appropriate NEPA Responsible Entity. If an item is not required, include the reason why in the box provided.

Applicant

Entity Name	Mission Housing Development Corporation, Inc.	Applicant Type	Non-profit Developer
Address	474 Valencia Street, Suite 280	City	San Francisco
		State	CA
		Zip	94103

	Project Name	Brief Description	Address	City	Zip	County	Census Tracts	APNs
QIP	Balboa Park Upper Yard	Balboa Park Upper Yard will be a new 131-unit affordable building for families. All of the units will be targeted to households with incomes from 30% to 80% TCAC area median income. The ground floor will include a child care facility with an outdoor activity area, ground floor retail, and community services space coordinated through the Family Wellness Community Resources Center operated by Mission Housing Development Corporation's Resident Services Department.	2340 San Jose Ave	San Francisco	94112	San Francisco	6075026100	6973039

TO THE LOCAL JURISDICTION OR NEPA RESPONSIBLE ENTITY: The Applicant named above will submit an application to the State of California, Department of Housing and Community Development, requesting funding for the project named above under the Infill Infrastructure Grant Program (IIG). Projects will be evaluated based upon readiness. Please answer the following questions:

Environmental Review

Is this QIP approved "by right"? Yes

This form must be completed in its entirety regardless of the answer to the preceding question.

All Environmental Clearances (CEQA/NEPA) necessary to begin construction are:	Not Required for this Project	Has a Negative Declaration been issued?	Final Date of Public Comment Period	Date(s) EIR Certified / Notice of Determination filed	Date Appeal Period Ends	Have any appeals been filed?
CEQA	Not Required					No
NEPA*	Required					No

In the box below, explain why any items are not required and include documentation, if applicable:

The project was approved pursuant to CA Govt. Code Sections No. 65913.4 and 65915 (SB 35 in conjunction with the State Density Bonus Law) and is not subject to CEQA.

Signature Block for Environmental Review

I certify that the information on this form is true and correct to the best of my knowledge.

Date:		Signature of party completing form:	
Printed name of party completing form:			
Title of party completing form:	Senior Planner	Agency and/or Dept. name:	San Francisco Planning Department
Agency/Dept. Address	1650 Mission Street	City	San Francisco
		State	CA
		Zip	94103

Land Use Entitlements (indicate below the status of the following local approvals)

All necessary and discretionary public land use approvals except building permits and other ministerial approvals are:	Not Required for this Project	QIP is consistent with local planning documents & zoning ordinances	An Application has been submitted, accepted and deemed complete for processing.	Date Approved
General Plan Amendment:	Not Required			
Site Plan Review:	Required	Yes	Yes	
Zoning Approval:	Not Required			
Conditional Use Permits:	Not Required			
Density Bonus:	Not Required			
Other Variances:				

In the box below, explain why any items are not required and include documentation, if applicable:

The project was approved pursuant to CA Govt. Code Sections No. 65913.4 and 65915 (SB 35 in conjunction with the State Density Bonus Law). The project qualifies for ministerial review and approval, and therefore does not require any discretionary local approvals. Although review under SB 35 is not discretionary, the San Francisco Planning Department has reviewed and approved the project.

Signature Block for Land Use Entitlements

I certify that the information on this form is true and correct to the best of my knowledge.

Date:		Signature of party completing form:	
Printed name of party completing form:			
Title of party completing form:	Senior Planner	Agency and/or Dept. name:	San Francisco Planning Department
Agency/Dept. Address	1650 Mission Street	City	San Francisco
		State	CA
		Zip	94103

HCD requires an original, fully completed form with "wet signatures". Faxes or electronically transmitted versions of this document will not be accepted.

Balboa Park Upper Yard Large Jurisdiction QIP Scoring

250 Points Max (points in blue shaded cells)

Total QIP Self Score **250.00**

Project Readiness §309(a) - 100 Points Max

FAAST File:	E&L Use	Provide signed copies of Verification of Environmental Review & Land Use Entitlements (Env & Land Use Verification worksheet). Identify name of locality at beginning of document.	File Uploaded?	Yes
-------------	---------	--	----------------	-----

(1) Environmental Review Status - 30 points max

(A) For the QIP, we have completion and approval or adoption of all necessary environmental clearances including those required under the CEQA and if applicable, NEPA, and all applicable time periods for filing appeals or lawsuits have lapsed. If no, answer (B). - 30 points

Yes **30**

(B) For the QIP, we have issued of a public notice of the availability of a draft environmental impact report, negative declaration, or environmental assessment? - 15 points

NEPA: Is Federal funding proposed that will trigger NEPA? Describe any special circumstances: Yes If Yes, enter date of "Authority to Use Grant Funds": 4/24/14

Authority to Use Grant Funds approved April 24, 2014. The environmental assessment was re-evaluated and approved on December 11, 2018. The basis for the re-evaluation was the length of time that had passed since the original find of No Significant Impact.

CEQA: Project approved "by-right"? Is Project Categorically Exempt? Yes Negative Declaration Date: Final EIR Date: Describe special circumstances below:

(2) Land Use Entitlement Status - 30 points max

(A) For the QIP, all necessary discretionary local land use approvals, excluding design review, have been granted as determined by a local land use authority (e.g., planning or community development director or zoning administrator)? *identify in table below* - 30 points. If no, answer (B) below:

Yes **30**

(B) The QIP is eligible to receive all necessary local land use approvals pursuant to a Nondiscretionary Local Approval Process and has submitted all applications for such necessary approvals? *identify in table below* - 15 points

Yes

(C) The QIP is consistent with all relevant local planning documents & zoning ordinances & applications for all necessary discretionary local land use approvals, excluding design review, have been submitted, accepted, & deemed complete by the appropriate local agencies? *identify in table below* - 15 points

Provide a listing and status of all discretionary local land use approvals, excluding design review, required to complete QIP that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents. *This information must match the info provided on the Verification of the Status of Environmental Review and Land Use Entitlements form.*

Agency / Issuer	Land Use Approval Date	Approval Type	Type and Comments
SF Planning Department	10/11/19	Other	Site Plan Review
SF Dept. of Building Inspection	1/31/19	Other	Conditional Use Permits
			Zoning Approval

(3) Funding Commitments - 20 points max

All funding sources on the Dev Sources worksheet must include Rental or Owner relating to the type of QIP. §309(a)(3)(B) and (C)

Rental: Commitments as a % of TDC less def. costs: Construction: 90.96% Permanent: 92.78% Points: 20 **20.00**

Owner: Commitments as a % of TDC less def. costs: Construction: 0.00% Permanent: 0.00% Points: 0

FAAST File: Const EFC #1, #2, etc Commitment letter or other evidence documenting construction financing commitments File Uploaded? Yes

(4) Local Support - 12 points max

All funding sources on the Dev Sources worksheet must include Yes or No regarding whether it is Local Support. §309(a)(4)(B)

Total Local Public Agencies Funding Commitment Amt: \$30,493,722 CIP Grant Amount \$3,500,000 Commitments as % of Grant: 871.25% **12**

(5) Following Prohousing Policies - 8 points max

(i) Projects located in jurisdictions that have implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or provide local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers. - 4 points

0

(ii) Projects located in jurisdictions that have adopted a Nondiscretionary Local Approval Process for residential & mixed-use development in all zones permitting multifamily housing, established a Workforce Housing Opportunity Zone, as defined in Gov. Code §65620, or a housing sustainability district as defined in Gov. Code §66200. - 4 points

Yes 4

(iii) Projects located in jurisdictions that zone more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower Income allocation in the current housing element cycle. - 4 points

0

(iv) Projects in jurisdictions that have adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Gov. Code §65852.2 as follows: - 4 points
 - Parking reductions to 0.75 or fewer spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Gov. Code §65852.2;
 - Processing or impact fee waivers or reductions of 50% or more;
 - Ministerial approval in fewer than 45 days;
 - Reduction or modifications of development standards for side yard setbacks of five feet or less;
 - Reduction or modifications of development standards to two story heights;
 - Reduction or modifications of development standards to allow 60% or more lot coverage;
 - No minimum lot size requirement;
 - Provisions for affordability; or
 - Offering support programs such as a user-friendly website

Yes 4

(v) Projects located in jurisdictions that only use objective design standards for multifamily residential development or adopt fee transparency measures, inc. publicly available fee calculators. - 4 points

0

Select Strategy Type (from above)	Strategy Description	Enter name of source document and the hyperlink to where the document can be accessed.	Estimated Outcomes - Describe numerically in terms of increase in supply (number of units), timing (reduced number of days), development costs (reduced costs per unit), entitlement streamlining (reduced number of approvals), or funding (dollar value of incentives).						
(ii) Non-discretionary Approval Processes	Initiative Ordinance- Planning Code- Affordable Homes for Educators and Families Now (Prop E)	https://sfgov.legistar.com/View.ashx?M=F&ID=7977063&GUID=A5C7DE0C-E4A6-4C07-90FE-53F6CE0DE6E0	<ul style="list-style-type: none"> Up to 3,000 new units allowed in residential zoning districts and in public zoning districts, except on property used for parks Reducing the total number of days from up to 365 to no more than 180 days for approval from the Planning Department, due to the Planning Department's authority to administratively approve 100% Affordable and Educator Housing projects, without review by the Planning Commission. 						
(iv) Accessory Dwelling Units (ADU)	Planning, Administrative Codes - Construction of Accessory Dwelling Units	https://sfplanning.org/accessory-dwelling-units#about https://sfdbi.org/adu	<ul style="list-style-type: none"> Simplify the permit process to expedite the backlog of 900 applications. Legitimize over 340 unwarranted units to allow for rent control protections. 						
Affordability §309(b) - 60 Points Max									
Points based on % of QIP units restricted to occupancy by various income groups. (see <i>Max Funds and Unit Mix worksheet</i>)			§309(b)(1) points=	42.86	§309(b)(2) points=	60.00	60.00		
Density §309(c) - 40 Points Max									
Points based on extent to which the average Net Density of QIP, adjusted by unit size, exceeds the required density §303(a)(4). (see <i>Eligibility and Threshold worksheet</i>)			Minimum Net Density =	30	% QIP meets or exceeds required net density:	#####	40		
Access to Transit §309(d) - 20 Points Max									
Points for proximity of QIP to a Transit Station or Major Transit Stop. Distance must be evidenced by a scaled map; "walkable route" is a route which after completion of Project, is free of negative environmental conditions that deter pedestrian circulation, such as barriers; stretches without sidewalks or walking paths; noisy vehicular tunnels; streets, arterials or highways without regulated crossings that facilitate pedestrian movement; or stretches without lighted streets.									
Type	Transit Station	Transit Name	Balboa Park BART Station	Contact	Nicole Frannklin	Phone	(510) 464-6159	Planned Station Service Date	N/A
FAAST File:	Transit Access	Provide scaled map showing Transit Stations or Major Transit Stops and walkable routes.				File Uploaded?			
(1) Is QIP within one-quarter mile of a Transit Station or Major Transit Stop per §302(l)(1) or (2) measured by a "walkable route" from nearest boundary of QIP? (If yes, skip to §309(e)) - 20 points							Yes	20	
(2) Is QIP within one half mile of a Transit Station or Major Transit Stop per §302(l)(1) or (2) measured by a "walkable route" from the nearest boundary of QIP? (If yes, skip to §309(e)) - 10 points									
Proximity to Amenities §309(e) - 20 Points Max									
Points based on the proximity or accessibility of QIP to the following existing amenities or amenities that will be in service when the QIP is completed. Distance to amenities shall be evidenced by a certified date stamped map. Also include an aerial photo clearly showing distance from amenity to QIP. Distances are measured "as the crow flies".						Rural Area Project?	No	20	
(1) The QIP is within what distance from a public park (not including school grounds unless there is a bona fide, formal joint use agreement between the jurisdiction responsible for the parks/recreational facilities and the school district providing availability to the general public of the school grounds and/or facilities)? - 4 or 6 points						Within 1/4 mile	6		
Entity Name				Responsible Jurisdiction					
Site Address				City			State	Zip	
Contact	Title		Phone		Date In Service				
FAAST File:	Park Access	Provide scaled map showing Transit Stations or Major Transit Stops and walkable routes.				File Uploaded?	Yes		
(2) The QIP is within what distance from a locally recognized employment center with a minimum of 50 full-time employees? An employment center is a locally recognized concentration of employment opportunities practically available to the residents of the proposed QIP, such as a large hospital, industrial park, commercial district, or office area. - 4 or 7 points						Within 1 mile	7		
Entity Name				Responsible Jurisdiction					
Site Address				City			State	Zip	
Contact	Title		Phone		Date In Service				
FAAST File:	Employment Access	Provide scaled map showing distance to employment center.				File Uploaded?	Yes		
Entity Name				Responsible Jurisdiction					
Site Address				City			State	Zip	
Contact	Title		Phone		Date In Service				
(3) The QIP is within what distance from a locally recognized retail center with a minimum of 50 full-time employees? A retail center is a downtown area or recognized neighborhood or regional shopping mall. - 4 or 7 points						Within 1 mile	7		
FAAST File:	Retail Access	Provide scaled map certified showing distances to retail center.				File Uploaded?	Yes		
(4) Only for QIPs where 50% of units have 2 or more bedrooms: - 4 or 7 points			# of two+ bedrooms in QIP (see <i>Max Funds and Units worksheet</i>):	77	% of two+ bedrooms	59%	>=50% answer (a) below		
The QIP is within what distance from a public school or community college that residents of the QIP may attend (only for QIPs with 50% of the units have two or more bedrooms)?						Within 1/4 mile	7		
Entity Name				Responsible Jurisdiction					
Site Address				City			State	Zip	
Contact	Title		Phone		Date In Service				
FAAST File:	Education	Provide scaled map showing distances to school/college.				File Uploaded?	Yes		
(5) For a QIP that is a special needs or single room occupancy development, per TCAC, or a special needs or supportive housing project, as defined under MHP, the QIP is within what distance from a social service facility that operates to serve residents of QIP? - 4 or 7 points						N/A	0		
Entity Name				Responsible Jurisdiction					
Site Address				City			State	Zip	
Contact	Title		Phone		Date In Service				
FAAST File:	SPN or SH	Provide scaled map showing distances to social service facility.				File Uploaded?			

(6) For a QIP that is reserved for qualified senior citizens under Civil Code §51.2, 51.3 and 51.4, the QIP is within what distance from a senior center or a facility regularly offering services specifically designed for seniors? 4 or 7 points										N/A	0	
Entity Name					Responsible Jurisdiction							
Site Address					City		State		Zip			
Contact			Title		Phone		Date In Service					
FAAST File:		Qualified Seniors		Provide scaled map showing distances to senior center or facility regularly offering services.					File Uploaded?			
(7) Only for QIPs where 25% of units have two bedrooms and an additional 25% of the units are three bedrooms or larger with no restriction or preference for seniors or special needs populations, and located within the high or highest resource community neighborhoods as indicated at time of application on the currently adopted TCAC/HCD Opportunity Area Map. - 20 points				# of two bedrooms in QIP (see Max Funds and Units worksheet):		62	% of two bedrooms		47%	≥25% answer (a) below		0
				# of three+ bedrooms in QIP (see Max Funds and Units worksheet):		15	% of three+ bedrooms		11%	skip to §309(f)		
				Does QIP have restrictions or preference for Senior Units?		No		Does QIP have restrictions or preference for Special Needs Units?		No		
(a) QIP located within the high or highest resource community neighborhoods as indicated on the currently adopted TCAC/HCD Opportunity Area Map https://haasinstitute.berkeley.edu/sites/default/files/mappings/TCAC/opportunity_map_2019.html										No		
If Yes, Select or Enter The Entire TCAC/HCD Opportunity Area Map Tract ID #:										N/A		
FAAST File:		Opportunity Area		Documentation of TCAC/HCD Opportunity Area status.					File Uploaded?		N/A	
Consistency with Regional Plans §309(f) - 10 Points Max												
Points awarded for each of the following										10		
(A)	Does QIP support the implementation of a sustainable communities strategy or alternative planning strategy that has been determined by the California Air Resources Board to achieve the region's greenhouse gas emissions target. Consistency with such plans must be demonstrated by a letter or resolution executed by an officer, or an equivalent representative from the metropolitan planning organization, regional transportation agency, planning, or local transportation commission - 5 points								Yes	5		
(B)	If a sustainable communities strategy is not required for a region by law, and if the QIP supports a regional plan that includes policies and programs to reduce greenhouse gas emissions. Evidence of consistency with such plans must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization or regional transportation planning agency or local transportation commission. - 5 points									0		
(C)	Not less than 50% of the land area is within a Transit Priority Area evidenced by a letter or resolution executed by an officer of, or an equivalent representative from the metropolitan planning organization, regional transportation planning agency, or local transportation commission - 5 points								Yes	5		
FAAST File:		QIP Consistency		Submit letters or resolutions from the local council of government, metropolitan planning organization or regional transportation planning agency confirming points above.					File Uploaded?		Yes	
Tie Breaker §307(b)(3); NOFA												
In the event two or more applications have the same rating and ranking scores, HCD will apply tie breaking criteria outlined in the NOFA.										<i>Application due date:</i> 2/18/20		
(1) 10 bonus points to the QIP having the lowest ratio between the requested grant amount to the total allowable maximum grant amount per §305.										Ratio= 0.00%		
(2) If tie still exists, 3 points to the QIP for each prior awarded QIP developed by the Applicant that has received a Certificate of Occupancy by the application deadline .												
Development Name:				IIG prior NOFA Date				Cert. of Occup Date:		0		
Development Name:				IIG prior NOFA Date				Cert. of Occup Date:		0		
Development Name:				IIG prior NOFA Date				Cert. of Occup Date:		0		
Development Name:				IIG prior NOFA Date				Cert. of Occup Date:		0		

Balboa Park Upper Yard IIG Round 6 Document Checklist

Overview TAB			
FAAST File:		Submitted	Comments
Applicant Documents (if more than two applicants continue attachments as App3, App4, and App5)			
App1 Certs & Legal (wet signature required)			
App2 Certs & Legal (wet signature required)			
App1 Reso (wet signature required)			
App2 Reso (wet signature required)			
Resolutions***			
1. Entity Name and Entity Type (corporation, non-profit, for-profit, LLC, etc.).			
2. Name & Title of Signatory(ies)**** NOTE: Name and title of authorized signatory(ies) is preferred. In instances pertaining to municipalities/jurisdictions/transit agencies (when title is acceptable), supporting documentation evidencing the individual who currently holds the position must be provided.			
3. NOFA Date.			
4. Language authorizing Signatory(ies) to sign Standard Agreement.			
5. Amendment Provision included.			
6. Aggregate dollar amount (should be equal to or greater than the requested/award amount).			
7. Person attesting validity of resolution (must be someone other than person authorized to sign Standard Agreement).			
8. The meeting date authorizing resolution.			
9. All votes taken at meeting authorizing resolution (ayes, no's, absent, vacant).			
10. Project name as it appears on IIG application.			
** Organizational documents for the manager of the LLC if an entity other than an individual.			
*** These are minimum requirements for a resolution. Updates can be requested once a review is completed.			
**** Ensure when identifying the Signatory(ies), if more than one is listed, that "and" or "or" is defined for individuals required to sign.			
App1 OrgChart			
App2 OrgChart			
App1 Signature			
App2 Signature			
App1 Payee Data or TIN			
App2 Payee Data or TIN			
Applicant Organizational Documents (submit documentation for each as App1, App2, etc.)			
Entity Type: (Overview Tab Continued under Organizational Documents)		Submitted	Comments
Corporations	FAAST File:		
Articles of Incorporation, with all amendments	App1 OrgDoc1		
By-Laws, with all amendments	App1 OrgDoc2		
Certificate of Status from Secretary of State	App1 OrgDoc3		
Evidence of tax-exempt status from FTB	App1 OrgDoc4		
Evidence of tax-exempt status from IRS	App1 OrgDoc5		
Limited Liability Company (LLC)**	FAAST File:	Submitted	Comments
Articles of Organization LLC-1, with all amendments	App1 OrgDoc1		
Operating Agreement, with all amendments	App1 OrgDoc2		
Certificate of Status from Secretary of State	App1 OrgDoc3		
Max Funds and Unit Mix TAB			
FAAST File:		Submitted	Comments
Rural Status			
Eligibility and Threshold TAB			

Balboa Park Upper Yard IIG Round 6 Document Checklist

FAAST File:	Submitted	Comments
CIP Integral to QIP		
Urban Area		
Relevant Development Plan		
Net Density Verification		
Construction exception		
CIP Site Control		
QIP Relocation Plan		
Market Study		
Tax Credit Reservation		
Env & Land Use Verification TAB		
FAAST File:	Submitted	Comments
Auth to Use Grant Funds		
Environmental		
Large Jurisdiction QIP Scoring TAB, if applicable		
FAAST File:	Submitted	Comments
E&L Use		
Const EFC #1, #2, etc		
Transit Access		
Park Access		
Employment Access		
Retail Access		
Education		
SPN or SH		
Qualified Seniors		
Opportunity Area		
QIP Consistency		
Large Jurisdiction QIA Scoring TAB, if applicable		
FAAST File:	Submitted	Comments
E&L Use		
Const EFC #1, #2, etc		
CIP EFC #1, #2, etc		
Letter of Intent		
Transit Access		
Opportunity Area		

Balboa Park Upper Yard IIG Round 6 Document Checklist

QIA Consistency

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE**

2020 W. El Camino Avenue, Suite 670, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771 / FAX (916) 263-2763
www.hcd.ca.gov



June 23, 2020

Sam Moss, Executive Director
Mission Housing Development
Corporation
474 Valencia Street, Suite 280
San Francisco, CA 94103

Daniel Adams, Acting Director
Mayor's Office of Housing and Community
Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Dear Sam Moss and Daniel Adams:

**RE: Award Announcement – Infill Infrastructure Grant Program
October 30, 2019 Large Jurisdiction NOFA
Mission Housing Development Corporation and City and County of
San Francisco – *Balboa Park Upper Yard*
Contract No. 19-IIG-14394**

The California Department of Housing and Community Development (Department) is pleased to announce Mission Housing Development Corporation and the City and County of San Francisco (Awardees) have been awarded an Infill Infrastructure Grant (IIG) Program of 2019 Large Jurisdiction award in the amount of \$3,500,000. This letter constitutes notice of the designation of IIG program funds for the Awardees.

Awardees will be able to draw down funds when the standard agreement is fully executed, and any general and special conditions have been cleared in writing. In addition, expenditures may not be incurred prior to the execution of the standard agreement.

Congratulations on your successful application. For further information, please contact John Nunn, IIG Program Manager, Program Design and Implementation Branch – Climate Programs (916) 274-0575 or John.Nunn@hcd.ca.gov.

Sincerely,

Jennifer Seeger
Acting Deputy Director

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

STD 213 (Rev. 04/2020)

19-IIG-14394

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

Mission Housing Development Corporation, City and County of San Francisco

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

06/30/2023

3. The maximum amount of this Agreement is:

\$3,500,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	IIG Terms and Conditions	16
Exhibit E	Special Conditions	6
TOTAL NUMBER OF PAGES ATTACHED		29

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

See Attached

CONTRACTOR BUSINESS ADDRESS See Attached	CITY See Attached	STATE See Attached	ZIP See Attached
PRINTED NAME OF PERSON SIGNING See Attached	TITLE		
CONTRACTOR AUTHORIZED SIGNATURE See Attached	DATE SIGNED See Attached		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS 2020 W. El Camino Ave., Suite 130	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING Shaun Singh	TITLE Contracts Manager, Business & Contract Services Branch		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		

California Department of General Services Approval (or exemption, if applicable)

Exempt per; SCM Vol. 1 4.04.A.3 (DGS memo dated 06/12/1981)

CONTRACTOR

Mission Housing Development Corporation
a California nonprofit public benefit corporation

By: _____ Date: _____

Sam Moss
Vice Chairperson

Address:

474 Valencia Street, Suite 280
San Francisco, CA 94103

City and County of San Francisco
a municipal corporation

By: _____ Date: _____

Daniel Adams
Acting Director, Mayor's Office of Housing and Community Development

Address:

1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement, STD. 213 (hereinafter “Agreement”) is the result of Recipient’s application (“Application”) for funding under the Infill Infrastructure Grant Program of 2019 (“Program”) pursuant to:

- A. Part 12.5 of Division 31 of the Health and Safety Code (commencing with Section 53559);
- B. The Infill Infrastructure Grant Program of 2019 Guidelines (the “Guidelines”) dated October 30, 2019, issued by the State of California, Department of Housing and Community Development (“Department”) and as may be amended from time to time; and,
- C. The Program’s Notice of Funding Availability (“NOFA”) under which the Contractor applied, was issued by the Department, dated October 30, 2019. In accepting this grant award, the Recipient agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, and the disbursement agreement, which is more particularly described in Exhibit B, attached hereto.
- D. This exhibit makes reference to Exhibits B, C, D, and E, all of which are attached hereto and made a part hereof by this reference.

2. Scope of Work

The Scope of Work (“Work”) for this Agreement shall consist of the development and construction by or on behalf of the Recipient as follows:

- A. The “Capital Improvement Project” described in Exhibit E under provision Ex. A-E.1.
- B. The residential housing development designated in the Application as the “Qualifying Infill Project” (hereinafter also referred to as the “Housing Development”), to be developed and constructed by the Recipient, or other developer, as provided in the Application and meet the criteria set forth in Exhibit E under provision Ex. A-E.2.

EXHIBIT A

- C. The Capital Improvement Project is an integral part of or is necessary for the completion of the Housing Development. The Recipient is responsible for and shall ensure the completion of the Capital Improvement Project and the completion and occupancy of the Housing Development in accordance with the criteria set forth above in Paragraph 2.B. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.
- D. The Department, the Recipient and other parties as required by the Department, shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds, as more particularly described in Exhibit B, attached hereto.

3. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, in addition:

- A. “Recipient” refers to the entity or entities submitting an application, or to a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page one of this Agreement. In the case of joint applicants, “Recipient” shall also refer to each applicant or the Department-approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein because the Department may only provide a single Program award under this Agreement, in the case of joint applicants, or where a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page one of this Agreement is added later, all such applicants and related-entities identified as a Contractor under this Agreement shall collectively comprise and be deemed a joint venture.
- B. “Capital Improvement Project” means the Capital Improvement Project described in Paragraph 2.A. of this Exhibit A.
- C. “Housing Development” means the Qualifying Infill Project described in Paragraph 2.B. of this Exhibit A that is supported by the Capital Improvement Project.

EXHIBIT A

Any reference to a specific “Section” or “section” of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated October 30, 2019. Notwithstanding, if and when the Department amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guideline section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guideline section number(s), any reference herein to the old Guideline section(s) number(s) shall be interpreted to refer instead to the Guideline section(s) that is (or are) intended to replace the content and substance of the former Guideline section(s).

4. Proximity to Amenities and Access to Transit: Large Jurisdictions

In response to submissions in the Application, the Department awarded rating points to qualifying infill projects in large jurisdictions for proximity to amenities (Guidelines Section 309(e)) and access to transit (Guidelines Section 309(d)) relative to the location of the Housing Development. At the request of the Department, Recipient shall provide evidence sufficient to support such award of points by the Department. The Department may refuse to commence or continue the disbursement of Program funds unless and until Recipient responds to such a request in a manner satisfactory to the Department.

5. Performance Milestones

Recipient shall ensure the completion of the PERFORMANCE MILESTONES set forth in Exhibit E under provision Ex. A-E.3, which are attached hereto and made a part hereof, by the designated dates. Recipient may apply to the Department for an extension of these timelines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Milestones.

6. State Contract Coordinator

The State Contract Coordinator for this Agreement is the Infill Infrastructure Grant Program of 2019 Section Chief, Division of Financial Assistance, or the Chief’s designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract Coordinator at the address specified in Exhibit E under provision Ex. A-E.4.

EXHIBIT A

7. Recipient Contract Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in Exhibit E under provision Ex. A-E.5. Unless otherwise informed, any notice, report, or other communication required by this Agreement may be mailed by first class mail, or sent through a commercial courier to the contact at the address specified in Exhibit E under provision Ex. A-E.5.

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Budget

The preliminary projected budget (“Budget”) as referenced in this Exhibit contains the cost items for the design, development and construction of the approved Capital Improvement Project, including the sources and uses of funds (“Sources and Uses”). The financial information for the foregoing Budget is contained in Exhibit E under provision Ex. B-E.4 in a table entitled “PROJECT BUDGET.” Recipient agrees that any cost overruns or increases resulting in a total cost for Capital Improvement Project exceeding that set forth in the Budget shall be the responsibility of Recipient.

2. Contract Amount

- A. For the purpose of performing the Work, the Department agrees to provide the amount identified on page one, number 3, of this Agreement (STD. 213) in the form of a grant for the uses identified in the Budget. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the Budget. Changes in aggregate of ten percent (10%) or less of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department’s express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

- A. Where the Sources and Uses set forth in this Exhibit identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided in the Budget. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Budget are available for disbursement as provided in this Exhibit, and approved for the use specified in the Budget, except to the extent the Budget and the Sources and Uses may be updated and modified by the Disbursement Agreement described below. The Recipient shall provide evidence and assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department’s review and approval.

EXHIBIT B

EXHIBIT B

- B. Pursuant to Sections 309(a)(3)(D) of the Guidelines, for Qualifying Infill Projects in Large Jurisdictions, the Department requires the Recipient to provide an Estoppel Letter, acceptable to the Department, evidencing that the amount of owner equity or developer funds proposed by the Recipient at application stage, and relied upon by the Department in reviewing the financial feasibility of the project, continues to be committed to the project.

4. Completion Dates

- A. Pursuant to Guidelines Section 306(d), all Program funds must be disbursed no later than Disbursement Deadline, as that term is further defined in Exhibit E under provision Ex. B-E.1. All un-disbursed funds remaining as of the Disbursement Deadline, will no longer be available for this Project. All invoices for payment must be submitted to the Department no later than three (3) months prior to the Disbursement Deadline to ensure payment processing.
- B. This Agreement shall expire on the date set forth in Exhibit E under provision Ex. B-E.2 notwithstanding a contrary date set forth on page one of this Agreement.

5. Method of Payment

- A. Payment shall be made as progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for Work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.
- C. The Department shall not authorize payment(s) for pre-development and/or soft costs until the Department has received from the Recipient:
 - 1) An executed construction contract; and,
 - 2) Evidence, acceptable to the Department, demonstrating that construction period funding sources have been secured, or has, or will be converted to permanent funding sources.

EXHIBIT B

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Capital Improvement Project and an updated Budget; therefore, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds.
- B. The Disbursement Agreement must be executed within two (2) years from the date of award pursuant to Section 306 (c)(2), which date is set forth in specific detail in Exhibit E under provision Ex. B-E.3.

[PROJECT BUDGET TABLE NOW APPEARS IN EXHIBIT E]

EXHIBIT D

IIG GENERAL TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. The Recipient agrees that construction of the Capital Improvement Project has not commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, subject to the termination date specified on page one, number two, of this Agreement, and subject to the expiration date provided by Exhibit B paragraph 4.B, unless a written request for an extension is submitted and written approval by the Department is provided within ninety (90) days prior to the termination or expiration date of this Agreement. Any extension to the termination or expiration date shall require an amendment to this Agreement.

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any terms and/or special conditions of this Agreement, to include but not limited to Paragraph 46 of this Exhibit. Upon termination or expiration of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination.

3. Infill Infrastructure Grant Documents

In addition to this Agreement the Recipient shall execute and enter into a Disbursement Agreement, which shall govern the terms, disbursement and use of the Program funds, the Covenant described below, and other additional agreements and documents as the Department may deem reasonable and necessary to meet the requirements of the Program and the terms and conditions of this Agreement. The Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of Housing Development or the Infrastructure Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the project, which it ensures is being constructed.

EXHIBIT D

EXHIBIT D

4. Covenant Regarding Development of Affordable Housing

Prior to the disbursement of Program funds, the Recipient shall enter into a written Covenant Regarding Development of Affordable Housing (“Covenant”) with the Department and including such other parties as the Department may reasonably require, which shall require the development and construction of the Housing Development with, the number of units and the number of bedrooms per unit, the extent and depth of affordability, Net Density, as set forth in Exhibit A, and other uses and amenities for which points were granted to the Application. The Covenant shall be recorded against the parcel or parcels of real property on which the Housing Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Housing Development as follows:

- A. For rental housing developments, the Covenant shall require the continuation of the affordability of the Housing Development for a period of not less than fifty-five (55) years from the date of the filing of a Notice of Completion for the Housing Development.
- B. For homeownership housing developments, the Covenant shall require the continuation of the affordability for a period of not less than thirty (30) years from the date of the filing of a Notice of Completion for the Housing Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.
- C. [Intentionally Omitted]
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Housing Development or the Infrastructure Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object, which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised in the event that the Housing Development or Infrastructure Project are not timely completed, or in the event of an uncured breach of this Agreement.

EXHIBIT D

5. Site Control

The Recipient must have and maintain site control sufficient to ensure the timely commencement of the Infrastructure Project and the Housing Development as determined by the Department. The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Infrastructure Project and the Housing Development and provide evidence of such instruments prior to the first disbursement of Program funds.

6. Appraisals

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Infrastructure Project or the Housing Development, prepared in a form, and by a qualified appraiser, acceptable to the Department.

7. Relocation Plan

If there is or will be any residential or commercial displacement directly or indirectly caused by the Infrastructure Project or the Housing Development, or both, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and regulations issued by the Department in Subchapter 1 (commencing with Section 6000) of Chapter 6 of Division 1 of Title 25 of the California Code of Regulations. The relocation plan shall be subject to the review and approval of the Department prior to the initial disbursement of Program funds. In addition to actions that satisfy the regulatory requirements, the relocation plan shall contain a line item budget. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department.

8. Article XXXIV

The Recipient shall submit to the Department evidence satisfactory to the Department that the requirements of Article XXXIV of the California Constitution are inapplicable or have been satisfied as to the Housing Development.

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9. Environmental Conditions

The Recipient shall provide to the Department the following:

- A. All Environmental Site Assessment (“ESA”) Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Infrastructure Project and the Housing Development, in conformance with ASTM Standard Practice E 1527, evaluating whether the Infrastructure Project is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all Environmental Site Assessment Report recommendations including remediation and/or mitigation work have been completed.
- C. Mitigation requirements required as a result of the Final Environmental Impact Report (“EIR”) or Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

10. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Recipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Infrastructure Project and Housing Development, the Recipient, its Contractors or Subcontractors, and any grant activity.

11. Litigation

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.
- B. The Recipient shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

EXHIBIT D

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12. Milestones

Recipient shall ensure the completion of the designated activities within the dates designated in Exhibit A, Performance Milestones, and as further set forth in the Disbursement Agreement.

13. Insurance

The Recipient shall have and maintain in full force and effect forms of insurance, at such levels and for such periods, in accordance with the Disbursement Agreement.

14. Change of Conditions

Notwithstanding the Department's obligations to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Infrastructure Project's need for Program funds based on new information or funding sources. If the Department determines that the Program funds, or a portion thereof, are no longer necessary to complete the Infrastructure Project, the Department may reduce the amount of the grant accordingly. In the event the Department determines the Infrastructure Project or Housing Development is no longer financially feasible, the grant commitment issued by the Department and this Agreement may be terminated.

15. Obligations of Recipient with Respect to Certain Third-Party Relationships

The Recipient shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Infrastructure Project and Housing Development with respect to which assistance is being provided under this Agreement. The Recipient shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Infrastructure Project and Housing Development in accordance with this Agreement.

16. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of the Department to enforce at any time the provisions of this Agreement or to require at any time performance by the Recipient of these provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

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17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest (“Certificate”) listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient’s performance of the Scope of Work. The Certificate shall be in a form provided by the Department. At the Department’s request, Recipient shall submit contracts, instruments, documents, correspondence or other writings relating to Recipient’s relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department to the extent necessary to ensure compliance with Program requirements and this Agreement.

18. Loan Agreement Between Co-Recipients

In the event of a joint application where the co-Recipient Locality or public housing authority and the co-Recipient developer have agreed in writing that the Locality or public housing authority, shall receive the Program funds as the primary Recipient in order to make a loan to the developer for tax credit purposes, the loan terms shall provide for, at a minimum, the following:

- A. A zero percent (0%), deferred payment loan, with a term of at least thirty (30) years for home ownership developments, or a term of at least fifty-five (55) years for rental developments.
- B. No periodic payments shall be required under the loan.
- C. The co-Recipients shall be responsible for all aspects of establishing, documenting and servicing the loan.
- D. The provisions governing the loan shall be entirely consistent with the IIG Guidelines and all documents required by the Department with respect to the use and disbursement of Program funds.
- E. All documents governing the loan between the public agency lender and the developer borrower shall be subject to the review and approval of the Department prior to making the loan.
- F. Any additional terms the Department may require, ensuring compliance with the Guidelines, this Standard Agreement, Disbursement Agreement and any other Department grant documents.

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DESIGN

19. Architect

The Recipient shall utilize the services of an architect and/or an engineer to provide professional design and engineering services for the Infrastructure Project and Housing Development. Recipient shall ensure that an architect and/or an engineer shall supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction Contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in Paragraph 35, of this Exhibit D. At the request of the Department, Recipient shall submit all contracts for these services to the Department for its review and approval.

20. Plans and Specifications and Project Cost Estimates

At the request of the Department, the Recipient shall submit plans, specifications, and project cost estimates for the Infrastructure Project and Housing Development to the Department for its review and approval. The Infrastructure Project and Housing Development shall be constructed in substantial compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

21. Reasonable Development Costs

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Infrastructure Project and Housing Development are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third-party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

22. Adaptability and Accessibility

The Infrastructure Project and Housing Development shall comply with all applicable federal, state and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction and rehabilitation of projects.

23. Acoustics Report

EXHIBIT D

Upon request, the Recipient shall provide the Department with an acoustics report for the Housing Development in a form acceptable to the Department.

24. Approval by Public Works Department

Where approval by a local public works department, or its equivalent, is required for the Infrastructure Project, the Recipient must submit, prior to the disbursement of Program funds, a statement from that department, or other documentation acceptable to the Department, indicating that the Infrastructure Project has been approved by that department.

CONSTRUCTION

25. Construction Contract

Except for work performed by its own employees, the Recipient shall enter into a written construction contract or contracts (“Construction Contract(s)”) with a duly licensed contractor or contractors (“Contractor(s)”) for the construction work of the Infrastructure Project and the Housing Development. The Construction Contract(s) shall require, where applicable, prevailing wages be paid in conformance with Labor Code Section 1720 et seq. and applicable provisions of this Agreement. The Construction Contract(s) and any amendments thereto shall be subject to the prior approval of the Department.

26. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Infrastructure Project by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer, which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least twelve (12) months after completion. The Payment Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Infrastructure Project and Housing Development and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent (20%) of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named

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as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

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27. Prevailing Wages

Pursuant to Section 314 of the Guidelines, for the purposes of the State Prevailing Wage Law (Labor Code Sections 1720 – 1781), a grant under the Program shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Infrastructure Project subject to the provisions of the State Prevailing Wage Law. Program funding of an Infrastructure Project shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to the State Prevailing Wage Law by reason of Program funding of the Infrastructure Project in those circumstances where such public funding would not otherwise make the Housing Development subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

28. Construction Phase Information

If requested by the Department, the Recipient shall provide the Department:

- A. Information during the construction period including but not limited to all change orders and modifications to the construction documents and all inspection reports of the Infrastructure Project. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not responded to in writing within 10 (ten) business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.
- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Housing Development architect and other consultants, and information relative to the Housing Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Housing Development. Upon written notice to Recipient, the Department may

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require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not responded to in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

29. Signage

Recipient shall place signs on the construction site for the Infrastructure Project and Housing Development stating that the Department is providing financing through the Infill Infrastructure Grant Program in an appropriate location(s), typeface and size containing the message set forth in Exhibit E under provision Ex. D-E.1.

The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the Department acknowledgement and logo shall also be displayed in a similar size and layout. A copy of the Department logo can be obtained by contacting the Department Contract Manager.

Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Infrastructure Project and the Housing Development by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement, authorizing use of said photographs, all at no expense to the Department.

INSPECTION OF GRANT ACTIVITIES

30. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Infrastructure Project site and any structures or other improvements thereon to determine whether the Infrastructure Project site meets the requirements of Program and this Agreement. If the Department reasonably determines that the site is not acceptable for the proposed Infrastructure Project in accordance with the Guidelines, the Department reserves the right to cancel its funding commitment and this Agreement.

EXHIBIT D

EXHIBIT D

31. Infrastructure Project and Housing Development Inspection

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Infrastructure Project and Housing Development to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, the Guidelines and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.
- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.
- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.
- D. The Department shall have no affirmative duty to inspect the Infrastructure Project or the Housing Development and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Infrastructure Project and Housing Development.

EXHIBIT D

32. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four (4) years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Infrastructure Project or the Housing Development. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause, which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- F. If so, directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

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COMPLETION OF CONSTRUCTION

33. Relocation Plan Implementation Report

The Recipient shall provide a report, in a form acceptable to the Department, summarizing the actions taken and identifying all recipients of relocation assistance and benefits, and the amounts paid, and benefits provided, to or on behalf of each recipient.

34. Architect Certification

Where required by the Department, the Recipient shall cause the Infrastructure Project and Housing Development architect(s) or other appropriate professional to certify to the Department, in a form acceptable to the Department, that all construction is completed in accordance with the “as-built” Plans and Specifications and in compliance with all applicable federal, state and local laws relating to disabled accessibility.

35. Cost Certification

At the request of the Department, the Recipient shall submit an Infrastructure Project and Housing Development cost certification that shall have been audited by an independent certified public accountant in accordance with the requirements of the Department and the California Tax Credit Allocation Committee, if applicable. The Recipient (and the developer or builder if there is an identity of interest with the Recipient) shall keep and maintain records of all construction costs not representing work done under the Construction Contract and to make such records available for review by the Department.

36. Recorded Notice of Completion

The Recipient shall provide to the Department a certified copy of any Notice of Completion for the Housing Development recorded in the county in which the Housing Development is located.

37. “As-Built” Plans and Specifications

Upon completion, at the request of the Department, the Recipient shall submit “as-built” plans and specifications for the Infrastructure Project and Housing Development acceptable to the Department.

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38. Intentionally left blank

HOUSING DEVELOPMENT REQUIREMENTS

39. Confirmation of Permitted Housing Units

Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for the Housing Development. The housing units to be developed in the Housing Development must be completed, as evidenced by receipt of a certificate of occupancy, within the time period established in this Agreement.

40. Proximity to Amenities: Large Jurisdictions

The following paragraph shall only apply to large jurisdictions. To ensure the Recipient's Housing Development meets or exceeds the proximity to amenities proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the amenities will be in service and located in distances consistent with Sections 309 and 310 of the Guidelines, as applicable, when the Housing Development is completed.

41. Access to Transit: Large Jurisdictions

The following paragraph shall only apply to large jurisdictions. To ensure the Recipient's Housing Development meets or exceeds the access to transit distance proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the transit stations or major transit stops meet the definitions in Section 302(gg) and 302(o) of the Guidelines, respectively. The evidence shall substantiate completion of the transit stations identified in the application no more than five years from the deadline for submittal of applications set forth in the NOFA, and pursuant to the definition of Transit Station of the Guidelines in Section 302.

REPORTING REQUIREMENTS

42. Reports on Infrastructure Project

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Recipient shall submit, upon request of the Department, a periodic performance report regarding the construction of the Infrastructure Project. The reports will be filed on forms provided by the Department.

43. Reports on Housing Development

Recipient shall submit to the Department periodic reports, as required by the Department, but not less than annually, describing the development, construction and occupancy of the Housing Development. The report shall include, but not limited to, information regarding unit affordability and occupancy, construction and permanent financing evidenced by commitment letters, and a construction and completion schedule demonstrating compliance with this Agreement and the Guidelines. The reports will be filed on forms provided by the Department.

44. Updated Information

Recipient shall provide the Department updated documentation for any substantial change in the information previously provided relating to the Infrastructure Project and the Housing Development and the conditions described above.

45. Monitoring Requirements

The Program shall perform regular monitoring of the housing development and/or fiscal monitoring of the grant pursuant to section 312 of the Guidelines. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Infrastructure Project files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

REPAYMENT OF GRANT FUNDS

46. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than thirty (30) days. If the breach or violation is not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

EXHIBIT D

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed work.
- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Infrastructure Project in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or any law.
- D. This Agreement may be cancelled by the Department under any of the following conditions:
 - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement.
 - 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Agreement.
 - 3) Construction of the Infrastructure Project or Housing Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement.
 - 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

47. Repayment of Grant Funds for Failure to Develop Housing

Recipients will be required to repay disbursed Program grant funds where construction of residential units in the Housing Development used as the basis for calculating the grant amount pursuant to Section 305(a) of the Guidelines has not received building permits within two (2) years from the date of the Program grant award. The Department may extend these deadlines, for a term not to exceed seven (7) years, if the Recipient demonstrates, to the satisfaction of the Department, that it has complied with the performance milestones identified in Exhibit A of this Agreement. The amount to be repaid shall be the same proportion to the total grant amount as the number of residential units where construction has not timely commenced to the total number of designated residential units.

EXHIBIT E

PROJECT SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. PROJECT SPECIFIC PROVISIONS

The following are project-specific terms and conditions (referred to as enumerated provision(s) for ease of reference in prior exhibits) and shall inform the references made to project specific information not contained in those prior exhibits.

Provision Ex. A-E.1 (As referenced in Exhibit A paragraph 2.A)

Balboa Park Upper Yard is a 131-unit new construction project with 7 studio, 47 one-bedroom, 62 two-bedroom, and 15 three-bedroom units serving households with incomes ranging from 30-60 percent of Area Median Income (AMI), which includes 19 market rate units and 1 manager's unit. CIP includes the creation of public open space within a new plaza, improved pedestrian linkages to both BART and SFMTA transit options, added sidewalk and streetscape improvements, street/traffic improvements including improved BART drop-off, and supporting infrastructure for these improvements. (e.g. storm water and utilities).

Provision Ex. A-E.2 (As referenced in Exhibit A paragraph 2.B)

Location of Housing Development (APN, address, parcel map, specific plan or similar reference) City and County		APN 6973-039 2340 San Jose Avenue San Francisco, CA 94112 San Francisco County	
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
0	3	3	30% AMI
1	12	12	30% AMI
2	8	8	30% AMI
3	4	4	30% AMI
0	1	1	50% AMI
1	20	20	50% AMI

Infill Infrastructure Grant Program of 2019 (IIG) – *Large Jurisdiction*

NOFA: 10/30/2019

Approved Date: 02/05/2020

Prep. Date: (date inserted when SA is created)

EXHIBIT E

2	37	37	50% AMI
3	9	9	50% AMI
0	1	1	60% AMI
1	8	8	60% AMI
2	8	8	60% AMI
3	1	1	60% AMI
0	2	0	None
1	7	0	None
2	8	0	None
3	1	0	None
2	1	0	None
Total	131	112	
Net Density (see Guidelines Sec. 302(o))		226.3	

Provision Ex. A-E.3 (As referenced in Exhibit A paragraph 5)

PERFORMANCE MILESTONES

Performance Milestone	Infrastructure Project	Housing Development
Executed binding agreement between the Recipient and developer of the proposed Housing Development detailing the terms and conditions of the Project development.	4/1/21	4/1/21
Site Control of Housing Development site(s) by proposed housing developer.	4/1/21	4/1/21
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	4/1/21	Complete
Obtaining all necessary and discretionary public land use approvals.	Complete	Complete

Infill Infrastructure Grant Program of 2019 (IIG) – *Large Jurisdiction*

NOFA: 10/30/2019

Approved Date: 02/05/2020

Prep. Date: (date inserted when SA is created)

EXHIBIT E

Obtaining all enforceable funding commitments for the Housing Development supported by the Infrastructure Project.	1/1/21	1/1/21
Obtaining all enforceable funding commitments for all construction period financing.	1/1/21	1/1/21
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses (as defined in Exhibit B to this Agreement) including substantially final construction/permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	2/1/21	2/1/21
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	7/1/21	11/1/20
Commencement of construction.	5/1/22	4/1/21
Construction complete and the filing of the Certificate of occupancy	6/1/23	3/1/23

Provision Ex. A-E.4 (As referenced in Exhibit A paragraph 6)

Jon Moore, Section Chief,
 Climate Programs
 Division of Financial Assistance
 Department of Housing and Community Development
 P.O. Box 952054
 Sacramento, California 94252-2054

Provision Ex. A-E.5 (As referenced in Exhibit A paragraph 7)

Recipient:	Mission Housing Development Corporation
Authorized Representative Name:	Sam Moss
Authorized Representative Title:	Executive Director

Infill Infrastructure Grant Program of 2019 (IIG) – *Large Jurisdiction*

NOFA: 10/30/2019

Approved Date: 02/05/2020

Prep. Date: (date inserted when SA is created)

EXHIBIT E

Address:	474 Valencia Street #280, San Francisco, CA 94103
Phone No.:	(415) 350-2024
Email Address:	smoss@missionhousing.org

Provision Ex. B-E.1 (As referenced in Exhibit B paragraph 4.A)

The “Disbursement Deadline,” as that term is used and referenced throughout the agreement, and in particular in Exhibit B paragraph 4.A, shall be no later than June 30, 2023.

Provision Ex. B-E.2 (As referenced in Exhibit B paragraph 4.B)

This Agreement shall expire on June 30, 2023 notwithstanding a contrary date set forth on page 1 (entitled STD. 213) of this Agreement.

EXHIBIT E

Provision Ex. B-E.3 (As referenced in Exhibit B paragraph 6)

The Disbursement Agreement must be executed within two (2) years from June 23, 2020 (the date of award).

Provision Ex. B-E.4 (As referenced in Exhibit B paragraph 1)

PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
BALBOA PARK UPPER YARD		MISSION HOUSING DEVELOPMENT CORPORATION AND THE CITY AND COUNTY OF SAN FRANCISCO		
ESTIMATED CAPITAL IMPROVEMENT PROJECT COSTS		DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS				
Costs Category	Total Amount	Infill Grant Program	AHSC	
PROJECT ACTIVITY (Hard Cost)				
Total Project Activity Costs	\$8,500,000	\$3,500,000	\$3,601,467	\$0
SOFT COST AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs	\$0	\$0	\$1,398,533	\$0
TOTAL PROJECTED CIP COSTS	\$8,500,000	\$3,500,000	\$5,000,000	\$0

EXHIBIT E

Provision Ex. D-E.1 (As referenced in Exhibit D paragraph 29)

The signage required by Exhibit D, paragraph 29 shall contain the following information:

PROJECT NAME: *Balboa Park Upper Yard*

THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM
THE INFILL INFRASTRUCTURE GRANT PROGRAM OF 2019
THROUGH THE CALIFORNIA DEPARTMENT
OF HOUSING AND COMMUNITY DEVELOPMENT

2. **SPECIAL TERMS AND CONDITIONS**

The following Special Terms and Conditions are applicable to this Agreement and shall control notwithstanding anything to the contrary herein:

A. **Payee**

The authorized Payee(s) is/are as specified below:

Payee Name: Mission Housing Development Corporation **or** City and County of San Francisco are both the payee? **Must designate only one entity** \$3,500,000

- B. **Signature Block** – need combined signature block & current org chart specific to the project.
- C. **Missing payee data record for MHDC if MHDC will be the payee**
- D. **Reso for City/County-who is the LP named in the reso? Missing execution of affordable housing covenant, performance DOT and disbursement agreement**
- E. **Signature block for City/County currently Daniel Adams, confirm prior to submission of SA as he is listed as only Acting Director.**

HCD IIG 2340 San Jose Expenditure Schedule

Proposed expenditures for the HCD AHSC 2340 San Jose Grant.

Agency Name	Project Description	HCD Funding Amount
Mission Housing Development Corporation	Infrastructure improvements to Balboa Park Plaza; transportation related improvement	\$3,500,000

TOTAL HCD: \$3,500,000



SAN FRANCISCO PLANNING DEPARTMENT

Notice of Final Approval of an SB 35 Project

Date: October 11, 2018
BPA No.: **2018.0703.3677**
Planning Record No. 2017-012151PRJ
Project Address: **2340 San Jose Avenue (260 Geneva Avenue)**
Zoning: NCT-2 (Small-Scale Neighborhood Commercial Transit) District
85-B and 45-X Height and Bulk Districts
Block/Lot: 6973/039
Project Sponsor: Kristen Belt
Mithun
660 Market Street, #300
San Francisco, CA 94122
Staff Contact: Jeff Horn – (415) 575-6925
jeffrey.horn@sfgov.org

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

PROJECT DESCRIPTION

The project proposes the construction of 130 below-market-rate dwelling units and one manager's unit, an approximately 4,000-square-foot child care facility with outdoor activity area (playground), approximately 3,900 square feet of ground floor retail, 2,900 square feet of office (community services and programs through the Family Wellness Community Resources Center (FWCRC), operated by Mission Housing's Resident Services Department in collaboration with partner agencies including YMCA and Instituto Familiar de la Raza), approximately 3,500 square feet of space for utilities, 9,300 square feet of common amenity space for community service and residential uses, and approximately 4,000 square feet of common open space. The property will serve a range of income levels from 30% AMI to 60% AMI with Project Based Vouchers assigned to 25% of the units.

BACKGROUND

On July 13, 2018, Kristen Belt submitted an SB 35 Application for the mixed-use project at 2340 San Jose Avenue (260 Geneva Avenue). Department staff determined that the SB 35 Application was complete, and that the proposed project was eligible for SB 35 on August 27, 2018.

The Planning Director did not request a Planning Commission Hearing or Historic Preservation Commission Hearing for this project.

PROJECT APPROVAL

The Department has determined that the project meets all of the objective standards of the Planning Code and has completed design review of the project. The project has been approved in accordance with the provisions of SB 35, as recorded in Building Permit Application No. 2018.0703.3677.

Mayor's Office of Housing and Community Development
City and County of San Francisco



London N. Breed
Mayor

Eric D. Shaw
Director

TO: Angela Calvillo, Clerk of the Board of Supervisors

FROM: Benjamin McCloskey, Deputy Director Mayor's Office of Housing and Community Development

DATE: June 8, 2021

SUBJECT: Accept and Expend Resolution for California Department of Housing and Community Development Infill Infrastructure Grant Program - 2340 San Jose

GRANT TITLE: Infill Infrastructure Grant Program - 2340 San Jose

Attached please find electronic copies of each of the following:

- X Proposed resolution; original signed by Department, Mayor, Controller
- X Grant information form
- X Grant budget
- X Grant award letter from funding agency
- X Grant agreement (Draft)
- X Ethics Form 126
- X Grant application

Departmental representative to receive a copy of the adopted resolution:

Name: Benjamin McCloskey
Phone: 701-5575
Interoffice Mail Address: Benjamin.McCloskey@sfgov.org
Certified copy required Yes No

(Note: certified copies have the seal of the City/County affixed and are occasionally required by funding agencies. In most cases ordinary copies without the seal are sufficient).



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 210569

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)

A Public Document

Each City elective officer who approves a contract that has a total anticipated or actual value of \$100,000 or more must file this form with the Ethics Commission within five business days of approval by: (a) the City elective officer, (b) any board on which the City elective officer serves, or (c) the board of any state agency on which an appointee of the City elective officer serves. For more information, see: <https://sfethics.org/compliance/city-officers/contract-approval-city-officers>

1. FILING INFORMATION

TYPE OF FILING	DATE OF ORIGINAL FILING (for amendment only)
Original	
AMENDMENT DESCRIPTION – Explain reason for amendment	

2. CITY ELECTIVE OFFICE OR BOARD

OFFICE OR BOARD	NAME OF CITY ELECTIVE OFFICER
Board of Supervisors	Members

3. FILER'S CONTACT

NAME OF FILER'S CONTACT	TELEPHONE NUMBER
Angela Calvillo	415-554-5184
FULL DEPARTMENT NAME	EMAIL
office of the clerk of the Board	Board.of.Supervisors@sfgov.org

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Sara Amara1	4159484766
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MYR Mayor's Office of Comm. Dev.	sara.amara1@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Mission Housing Corporation, a California nonprofit	TELEPHONE NUMBER 415-864-6432
STREET ADDRESS (including City, State and Zip Code) 474 Valencia Street #280, San Francisco CA 94103	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 210569
DESCRIPTION OF AMOUNT OF CONTRACT \$3,500,000		
NATURE OF THE CONTRACT (Please describe) Accept and Expend of the State of California's Housing and Community Development Dept's Infill Infrastructure (IIG) award of \$3,500,000		

7. COMMENTS

8. CONTRACT APPROVAL	
This contract was approved by:	
<input type="checkbox"/>	THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM
<input checked="" type="checkbox"/>	A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES Board of Supervisors
<input type="checkbox"/>	THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor's board of directors; (B) the contractor's principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Arce	Joshua	Board of Directors
2	Gonzales	Irving	Board of Directors
3	Gomez-Benitez	F.	Board of Directors
4	Kayman	Jon	Board of Directors
5	Rosales	Mara	Board of Directors
6	So	Musetta	Board of Directors
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19			

9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
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27			
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9. AFFILIATES AND SUBCONTRACTORS

List the names of (A) members of the contractor’s board of directors; (B) the contractor’s principal officers, including chief executive officer, chief financial officer, chief operating officer, or other persons with similar titles; (C) any individual or entity who has an ownership interest of 10 percent or more in the contractor; and (D) any subcontractor listed in the bid or contract.

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
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47			
48			
49			
50			

Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

I have used all reasonable diligence in preparing this statement. I have reviewed this statement and to the best of my knowledge the information I have provided here is true and complete.

I certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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