

File No. 220763

Committee Item No. 10

Board Item No. 36

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 13, 2022

Board of Supervisors Meeting Date July 19, 2022

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
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- Contract/Agreement
- Form 126 – Ethics Commission
- Award Letter
- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- Cal HCD Notice of Fund Availability IIG Program 10/30/2019
- Expenditure Schedule
- Universal Application
- Supplemental Application
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date July 7, 2022

Completed by: Brent Jalipa Date July 14, 2022

1 [Execute Standard Agreement and Accept and Expend Grant - California Department of
2 Housing and Community Development Infill Infrastructure Grant Program - Potrero Block B -
3 \$11,699,000]

4 **Resolution authorizing the Mayor’s Office of Housing and Community Development**
5 **(“MOHCD”) to execute a Standard Agreement with California Department of Housing**
6 **and Community Development (“HCD” or “Department”) under the Infill Infrastructure**
7 **Grant (IIG) Program for a total award of \$11,699,000 disbursed by HCD as a grant to the**
8 **City for the second phase of infrastructure improvements for housing development**
9 **related to the revitalization and master development of up to 1700 units of replacement**
10 **public housing, affordable housing and market rate housing, commonly known as the**
11 **Potrero HOPE SF Development (“Potrero Project”) for the period starting on the**
12 **execution date of the Standard Agreement to June 30, 2023, and as amended; and to**
13 **accept and expend the IIG Program funds from the Department.**

14
15 WHEREAS, The State of California Department of Housing and Community
16 Development (“Department”) issued a Notice of Funding Availability (“NOFA”) dated October
17 30, 2019, under the Infill Infrastructure Program (“IIG Program”) established under Division
18 31, Part 12.5 of the Public Resources Code commencing with Section 53559; and

19 WHEREAS, The Department is authorized to approve funding allocations for the IIG
20 Program, subject to the terms and conditions of the NOFA IIG Program Guidelines adopted by
21 the Department on October 30, 2019 (“Program Guidelines”), an application package released
22 by the Department for the IIG Program (“Application Package”), and an IIG standard
23 agreement with the State of California (“Standard Agreement”), the Department is authorized
24 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, Potrero Housing Associates II, L.P., a California limited partnership
9 (“Developer”), has requested the City and County of San Francisco (the “City”), acting by and
10 through the Mayor’s Office of Housing and Community Development (“MOHCD”), to be a joint
11 applicant for its application for a grant to provide funding for the second phase of
12 infrastructure improvements for housing development, including a 157 unit, 100% affordable
13 housing project, ground floor early childhood education center and adjacent public mini park
14 (the “Project”), identified as Potrero Block B (“Potrero Block B”); in the Potrero HOPE SF
15 Development Agreement (File Number 161161); and

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

17 WHEREAS, On January 31, 2017, by Ordinance No. 19-17, the Board of Supervisors
18 made findings under the California Environmental Quality Act (Public Resources Code,
19 Sections 21000 et seq.) and findings of consistency with the General Plan, and the eight
20 priority policies of Planning Code, Section 101.1, which Ordinance is on file with the Clerk of
21 the Board of Supervisors in File No. 161308 and is incorporated herein by reference; and

22 WHEREAS, On January 14, 2020, the Board of Supervisors authorized MOHCD to
23 apply for IIG Program funds and submit an Application Package as a joint applicant with the
24 Developer through Resolution No. 23-20; and

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

1 WHEREAS, Through an award letter dated June 23, 2020, the Department made an
2 award in the total amount of \$11,699,000 to be disbursed by HCD as a grant to the City for
3 infrastructure work as approved by HCD, subject to the terms and conditions of the STD 213,
4 Standard Agreement (“Standard Agreement”), a copy of which is on file with the Clerk of the
5 Board of Supervisors in File No. 191293; now, therefore, be it

6 RESOLVED, That the Board of Supervisors approves and authorizes the MOHCD to
7 enter into the Standard Agreement with the Department, with terms and conditions that IIG
8 Program funds are to be used for allowable capital asset project expenditures identified in
9 Exhibit A of the Standard Agreement; and, be it

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

12 FURTHER RESOLVED, That the Board of Supervisors authorizes the Director of
13 MOHCD (or his designee) to execute and deliver any documents in the name of MOHCD that
14 are necessary, appropriate or advisable to execute the Standard Agreement and to accept
15 and expend the IIG Program funds from the Department, and all amendment thereto, and
16 complete the transactions contemplated herein and to use the funds for eligible capital
17 asset(s) in the manner presented in the application as approved by the Department and in
18 accordance with the NOFA and Program Guidelines and Application Package; and, be it

19 FURTHER RESOLVED, That all actions authorized and directed by this Resolution and
20 heretofore taken are ratified, approved and confirmed by this Board of Supervisors.

****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:

Gloria Woo
(Name)

Director of Data, Evaluation and Compliance
(Title)

Date Reviewed: May 23, 2022

Gloria Woo
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eric D. Shaw
(Name)

Director
(Title)

Date Reviewed: 5/23/2022 | 1:15 PM PDT

DocuSigned by:
Eric Shaw
66EBDF04D096444...
(Signature Required)

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID: **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED****AGREEMENT NUMBER**

19-IIG-14402

AMENDMENT NUMBER**1. CONTRACTOR'S NAME**

BRIDGE Housing Corporation, and City and County of San Francisco

2. FEDERAL I.D. NUMBER
N/A**3. AGENCY TRANSMITTING AGREEMENT**

Housing and Community Development

4. DIVISION, BUREAU, OR OTHER UNIT

Financial Assistance

5. AGENCY BILLING CODE

N/A

6a. CONTRACT ANALYST NAME

Contracts Office

6b. EMAIL

LoanGrantContractsIntake@hcd.

6c. PHONE NUMBER

(916) 263-6872

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? **NO** **YES** (If Yes, enter prior contractor name and agreement number)**PRIOR CONTRACTOR NAME**

N/A

PRIOR AGREEMENT NUMBER

N/A

8. BRIEF DESCRIPTION OF SERVICES

To provide gap funding for qualified infrastructure improvement projects

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The Infill Grant Program was funded by the Infill Infrastructure Grant Program of 2019. Its 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 developments.

10. PAYMENT TERMS (More than one may apply)

- Monthly Flat Rate Quarterly One-Time Payment Progress Payment
- Itemized Invoice Withhold 0% Advanced Payment Not To Exceed
- Reimbursement/Revenue \$ \$ 0.00 or 0%
- Other (Explain)

11. PROJECTED EXPENDITURES

| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|--|--------------------|-------------|--|------------------------|------------------------|
| General Fund | 2240 105 0001 Cat. | 2019/2020 | 363 | 2019 | \$ 11,699,000.00 |
| | | | | | |
| | | | | | |
| | | | | | |
| OBJECT CODE 22402000/42025 = \$11,699,000.00 5432500 - Grants and Subventions - Non-Governmental | | | | AGREEMENT TOTAL | \$ 11,699,000.00 |
| OPTIONAL USE | | | AMOUNT ENCUMBERED BY THIS DOCUMENT | | |
| | | | \$ 11,699,000.00 | | |
| I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above. | | | PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT | | |
| | | | \$ 0.00 | | |
| | | | TOTAL AMOUNT ENCUMBERED TO DATE | | |
| | | | \$ 11,699,000.00 | | |

ACCOUNTING OFFICER'S SIGNATURE

ACCOUNTING OFFICER'S NAME (Print or Type)

DATE SIGNED

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

19-IIG-14402

AMENDMENT NUMBER

12. AGREEMENT

| AGREEMENT | TERM FROM | TERM THROUGH | TOTAL COST OF THIS TRANSACTION | BID, SOLE SOURCE, EXEMPT |
|-----------------|-------------------|--------------|--------------------------------|--------------------------|
| Original | Upon HCD Approval | 06/30/2023 | \$ 11,699,000.00 | Exempt |
| Amendment No. 1 | | | | |
| Amendment No. 2 | | | | |
| Amendment No. 3 | | | | |
| | | TOTAL | \$ 11,699,000.00 | |

13. BIDDING METHOD USED:

- Request for Proposal (RFP) *(Attach justification if secondary method is used)*
- Invitation for Bid (IFB)
- Other *(Explain)* SCM 5.80,B.2.b
- Use of Master Service Agreement
- Exempt from Bidding *(Give authority for exempt status)*
- Sole Source Contract *(Attach STD. 821)*

Note: Proof of advertisement in the State Contracts Register or an approved form STD.821, Contract Advertising Exemption Request, must be attached.

14. SUMMARY OF BIDS *(List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank.)*

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S). *(If an amendment, sole source, or exempt, leave blank.)*

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

N/A

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

- Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
- Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 54760 must be attached to this document.
- Not Applicable *(Interagency / Public Works / Other _____)*

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION N/A

By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

| AUTHORIZED SIGNATURE | SIGNER'S NAME <i>(Print or Type)</i> | DATE SIGNED |
|----------------------|--------------------------------------|-------------|
| N/A | N/A | N/A |

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? No Yes N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? No Yes N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? No Yes N/A

21. IS A SIGNED COPY OF THE FOLLOWING FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

- A. Contractor Certification Clauses No Yes N/A
- B. STD.204 Vendor Data Record No Yes N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

No Yes N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

No Yes

SB/DVBE Certification Number:

N/A

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?

(If an amendment, explain changes, if any)

No *(Explain Below)* Yes _____ % of Agreement

N/A

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

No Yes *(If Yes, provide justification below)*

N/A

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of General Services.

| SIGNATURE | NAME/TITLE <i>(Print or Type)</i> | DATE SIGNED |
|-----------|--------------------------------------|-------------|
| | Contracts Office / Contracts Analyst | |

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

19-IIG-14402

AMENDMENT NUMBER

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60

In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

| | | | |
|--------------|----------------------------|-------------|-----|
| SIGNATURE | NAME/TITLE (Print or Type) | DATE SIGNED | |
| PHONE NUMBER | STREET ADDRESS | | |
| EMAIL | CITY | STATE | ZIP |

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
ADMINISTRATION AND MANAGEMENT DIVISION
Business and Contract Services Branch**

2020 W. El Camino Avenue, Suite 130, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-6928 / FAX (916) 263-6917
www.hcd.ca.gov



Kim McKay, Executive Vice President
BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108

Eric D. Shaw, Director
Mayor's Office of Housing and
Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Dear Kim McKay and Eric D. Shaw:

**RE: BRIDGE Housing Corporation and City and County of San Francisco
Contract No. 19-IIG-14402**

Congratulations on your [Infill Infrastructure Grant \(IIG\)](#) award. Attached is an electronic copy of the Standard Agreement with Exhibits A through E:

A. Standard Agreement (STD 213 and Exhibits A through E)

STD 213 - Cover page

Exhibit A - Authority, Purpose and Scope of Work

Exhibit B – Budget Detail and Payment Provisions

Exhibit C - State of California General Terms and Conditions – GTC - 04/2017

Exhibit C is now incorporated by reference; please see the STD 213 for additional information.

Exhibit D – [IIG](#) Program General Terms and Conditions

Exhibit E - Special Conditions

B. For expeditious handling of the contract, please adhere to the following:

1. Review the entire Agreement thoroughly and, if necessary, discuss the requirements with your legal and financial advisors.
2. The person or persons authorized by the Resolution(s), must provide an original signature, printed name, title and date on the lower left-hand section entitled "Contractor" on the STD 213 and/or on page 2 of the STD 213, if applicable.

C. The Department now offers two options for returning signed STD 213; please review and complete one of the following options:

3. **Option One:** For digital, or electronic signature processing, reply to this Standard Agreement email notification with the attached, fully signed STD

213 page.

All signatures must be original. All signers must be included in the reply email and confirm acceptance of e-signing the Agreement.

4. **Option Two:** Print one copy of the Standard Agreement, STD 213. Do not send photocopies of the signed STD 213 page. The hardcopy must be an original, **wet** signature; do not return the Exhibits to HCD.
5. **Note:** If the resolution did not authorize a designated official to sign the STD 213 and amendments thereto, your governing body must adopt a resolution authorizing a designated official(s) to sign the STD 213 and any subsequent amendments. If the authorized designee as reflected in the resolution, the awarded NOFA amount or your entity status has changed, you are required to provide, to the Department, a new resolution consistent with the terms of the NOFA award and adopted by your Board.
6. Return the e-signed copy or signed hardcopy of the STD 213; and, if applicable, the certified resolution within 30 days from the date of this letter to the following address:

**Department of Housing and Community Development
Business & Contract Services Branch
Contracts Office, Attention: _____
2020 W. El Camino Avenue, Suite 130
Sacramento, CA 95833**

7. Maintain a complete electronic version of the STD 213 and Exhibits for your pending file. **Note: The Standard Agreement contract is not effective until it is signed by the Awardee's designated official and the Department.**

The Department reserves the right to cancel any pending Standard Agreement in its entirety if not returned within the required 30-day period.

Please contact Sherri Kerth, PDI Program Manager, IIG Unit, at (916) 841-6712 or Sherri.Kerth@hcd.ca.gov, if you have any questions regarding the Standard Agreement or the provisions therein.

Sincerely,

Contracts Analyst

cc: Sherri Kerth, PDI Program Manager, IIG Unit

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

STD 213 (Rev. 04/2020)

19-IIG-14402

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

BRIDGE Housing Corporation, and 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:

\$11,699,000.00

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 | 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

BRIDGE Housing Corporation

a California nonprofit public benefit corporation, its managing member

By: _____ Date: _____

Kim McKay
Executive Vice President

Address:

600 California Street, Suite 900
San Francisco, CA 94108

City and County of San Francisco

a municipal corporation, acting by and through the Mayors Office of Housing and Community Development

By: _____ Date: _____

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

Address:

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

Prep Date: 02/07/2022

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 State 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

- 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

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.

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

EXHIBIT D

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.

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

EXHIBIT D

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.

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.

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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.

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

EXHIBIT D

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.

EXHIBIT D

23. Acoustics Report

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

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an unconditional irrevocable, stand-by letter of credit. The Department shall be named as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

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

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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 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

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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.

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.

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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

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.

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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:

- 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.

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- 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)

HOPE SF Potrero Block B will contain 157 residential units. CIP includes site preparation, site utilities, surface improvement, landscape, and environmental remediation.

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

| HOPE Potrero Block B 1845 25th Street San Francisco, CA 94107 San Francisco County | | APN 4285B-001 | |
|--|-------------------|-----------------------|--------------------------------|
| Enter the number of units by bedroom size and income level. | | | |
| # of Bedrooms | # of Units | IIG Restricted | Income Limit (% of AMI) |
| 1 | 11 | 11 | 30% |
| 2 | 19 | 19 | 30% |
| 3 | 15 | 15 | 30% |
| 4 | 4 | 4 | 30% |
| 1 | 19 | 19 | 50% |
| 2 | 24 | 24 | 50% |
| 3 | 25 | 25 | 50% |
| 4 | 4 | 4 | 50% |
| 1 | 10 | 10 | 60% |
| 2 | 10 | 10 | 60% |
| 3 | 11 | 11 | 60% |
| 4 | 3 | 3 | 60% |

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| | | | |
|--|-----|-------|---------|
| 3 | 1 | 0 | Manager |
| 2 | 1 | 0 | Manager |
| Total | 157 | 155 | |
| Net Density (Guideline Sec. 302(o)) | | 125.3 | |

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. | 3/3/17 | 3/3/17 |
| Site Control of Housing Development site(s) by proposed housing developer. | 3/3/17 | 3/3/17 |
| Completion of all necessary environmental clearances, including those required under CEQA and NEPA. | 01/27/16 | 01/27/16 |
| Obtaining all necessary and discretionary public land use approvals. | 3/3/17 | 3/3/17 |
| Obtaining all enforceable funding commitments for the Housing Development supported by the Infrastructure Project. | N/A | 2/16/22 |
| Obtaining all enforceable funding commitments for all construction period financing. | 2/16/21 | 2/16/22 |
| 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. | 2/16/21 | 2/16/22 |

Infill Infrastructure Grant Program of 2019 (IIG) – *Large Jurisdiction*
NOFA: 10/30/2019
Approved Date: 02/05/2020
Prep. Date: 02/07/2022

EXHIBIT E

| | | |
|--|---------|---------|
| Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority. | 6/23/23 | 6/23/23 |
| Commencement of construction. | 7/30/22 | 7/30/22 |
| Construction complete and the filing of the Certificate of occupancy | 6/30/23 | 6/30/23 |

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

Lynn Jones, Section Chief, Climate Programs
 Division of State 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: | BRIDGE Housing Corporation |
| Authorized Representative Name: | Kim McKay |
| Authorized Representative Title: | Executive Vice President |
| Address: | 600 California Street, Suite 900, San Francisco, CA 94108 |
| Phone No.: | (949) 229-7071 |
| Email Address: | kmckay@bridgehousing.com |

| | |
|----------------------------------|---|
| Recipient: | City and County of San Francisco |
| Authorized Representative Name: | Eric D. Shaw |
| Authorized Representative Title: | Director, Mayor's Office of Housing and Community Development |

EXHIBIT E

| | |
|----------------|---|
| Address: | 1 South Van Ness Avenue, 5 th Floor, San Francisco, CA 94103 |
| Phone No.: | (415) 701-5500 |
| Email Address: | eric.shaw@sfgov.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.

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 | | |
|--|---------------------|--|
| HOPE SF Potrero Block B | | BRIDGE Housing Corporation 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 |
| PROJECT ACTIVITY (Hard Cost) | | |

EXHIBIT E

| | | |
|--|---------------------|---------------------|
| Total Project Activity Costs | \$11,699,000 | \$11,699,000 |
| SOFT COST AND OTHER PROJECT RELATED COSTS | | |
| Total Soft Cost and Other Project Related Costs | \$ 0 | \$ 0 |
| TOTAL PROJECTED CIP COSTS | \$11,699,000 | \$11,699,000 |

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: HOPE SF Potrero Block B

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: BRIDGE Housing Corporation \$11,699,000.00

B. Relocation

Prior to the execution of the Standard Agreement, the Applicant must comply with local, state and (if applicable) federal relocation requirements under the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, California Government Code 7260, et seq., and the Relocation Guidelines (Title 25 of the California Code of Regulations Section 6000, et seq.) (collectively, "Relocation Law"). If compliance with

EXHIBIT E

Relocation Law requires a relocation plan, review and approval of said plan shall be subject to the discretion of the Department. The Applicant must provide the Department a relocation plan for the Department to review and approve in the 3–9 month window before the scheduled construction loan closing/Standard Agreement execution date. A relocation plan that is not timely submitted to the Department and approved by the Department may delay the construction loan closing, the start of construction or the execution of the Standard Agreement.

C. Resolution

Recipient to provide a follow up resolution authorizing the current director or designee to execute the applicable HCD program documents.

**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



October 30, 2019

MEMORANDUM FOR: All Potential Applicants

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

**SUBJECT: Infill Infrastructure Grant Program of 2019
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.

A complete original printed application with signatures and one electronic copy on compact disc or flash drive, with all applicable information and documentation, must be submitted to the Department **by 5:00 PM Pacific Standard Time on January 29, 2020**. Applications must be submitted through a carrier service such as U.S. Postal Service, UPS, FedEx or other carrier services that provide date stamp verification confirming delivery. Personal deliveries will not be accepted.

The Department will hold workshops to review the Notice of Funding Availability (NOFA) and application. The application, a list of workshop dates, and registration instructions will be available in November 2019 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.

Attachment

Infill Infrastructure Grant Program of 2019

Notice of Funding Availability For Large Jurisdictions



**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

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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 Release | October 30, 2019 |
| Application Due Date | January 29, 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 [IIIG 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 will be available in November 2019 on the Department's website at: <http://www.hcd.ca.gov/grants-funding/active-funding/iigp.shtml>.

B. Application Submission Process

A complete printed application with original signatures in a three-ring binder, and electronic copies on a flash drive with all applicable information and documentation, must be received by the Department **by 5:00 PM Pacific Standard Time on January 29, 2020**, in order to be considered for funding. The Department will only accept applications delivered through a postal carrier service such as U.S. Postal Service, UPS, FedEx, or other carrier services that provide date stamp verification confirming delivery to the Department. Please contact the Department if delivery is not completed by fault of the private courier/U.S. Mail. Personal deliveries are not accepted.

INFILL INFRASTRUCTURE GRANT PROGRAM

Division of Financial Assistance, NOFA Section
California Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 650
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 will conduct four application workshops. Please go to the program website for the dates, locations, and to register.

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:

Craig Morrow, 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.

HCD IIG Potrero HOPE SF Block B Expenditure Schedule

Proposed expenditures for the HCD IIG Potrero HOPE SF Block B Grant.

| Agency Name | Project Description | HCD Funding Amount |
|----------------------------------|--|-----------------------|
| City and County of San Francisco | Infrastructure improvements, site work and qualified infill project work for Potrero Phase 2 and Block B including podium parking garage, 3,600 privately owned public open space, outdoor play area, switch gear station, reconstruction of blocks with new sidewalks and landscaping, site clearing, grading and utility extensions, and extension of Arkansas Street. | \$11,699,000 |

TOTAL HCD: \$11,699,000

**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

Kimberly McKay, Executive Vice President
BRIDGE Housing Corporation
600 California Street, Suite 900
San Francisco, CA 94108

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 Kimberly McKay and Daniel Adams:

**RE: Award Announcement – Infill Infrastructure Grant Program
October 30, 2019 Large Jurisdiction NOFA
BRIDGE Housing Corporation and City and County of San Francisco –
HOPE SF Potrero Block B
Contract No. 19-IIG-14402**

The California Department of Housing and Community Development (Department) is pleased to announce BRIDGE Housing 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 \$11,699,000. 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



**STATE OF CALIFORNIA
UNIVERSAL APPLICATION FOR THE
DEVELOPMENT OF AFFORDABLE RENTAL HOUSING**



UA Version 12/31/19

INSTRUCTIONS

1. Use this application form to apply for assistance for a multifamily rental housing development from CTCAC, CalHFA, HCD or CDLAC. A separate submission is required for each agency; please indicate which agency you are currently applying to in the top section of the next sheet, and revise this section for subsequent applications to other agencies. Also, please update the rest of the application to reflect changes in your development proposal.
2. In addition to this application form, each agency requires submission of program-specific documentation. Please review the checklists and instructions applicable to each program, located in each agencies website for specific requirements.
3. Areas intended for applicant entry are shaded in yellow. Instructions are included as Excel comments, such as the one to the right. To view these comments, hold your mouse over the red marks.
4. Some information carries over from one section to the next. If you start from the beginning "General" worksheet and continue in order, you will minimize error messages.
5. To navigate between worksheets (pages), click the tabs at the bottom of your screen, or right-click on the triangles to the left of the tabs. To print the entire application at once, go to File, Print, then under the "Print what" heading select "Entire workbook."
6. If you have technical issues specific to this application form, please contact the following Departmental staff:

| <u>Department Program</u> | <u>Contact</u> | <u>Phone</u> | <u>Email</u> |
|---|-----------------|----------------|--|
| California Dept. of Housing and Community Development: Affordable Housing and Sustainable Communities (AHSC) Home Investment Partnerships (HOME) Program Housing for a Healthy California (HHC) Infill Infrastructure Grant Program (IIG) Joe Serna, Jr. Farmworker Housing Grant Multifamily Housing Program (MHP) - General MHP - Supportive Housing MHP - Homeless Youth National Housing Trust Fund (NHTF) No Place Like Home (NPLH) Predevelopment Loan Program Transit Oriented Development (TOD) Housing Program Veterans Housing and Homelessness Prevention (VHHP) | George Rodine | (916) 263-6105 | grodine@hcd.ca.gov |
| California Housing Finance Agency (CalHFA) | Marisa Fogal | (916) 326-8811 | mfogal@calhfa.ca.gov |
| California State Treasurer: California Debt Limit Allocation Committee (CDLAC) | Misty Armstrong | (916) 653-3461 | marmstrong@treasurer.ca.gov |
| California State Treasurer: California Tax Credit Allocation Committee (CTCAC) | Gina Ferguson | (916) 654-6340 | gferguson@treasurer.ca.gov |



**STATE OF CALIFORNIA
UNIVERSAL APPLICATION FOR THE
DEVELOPMENT OF AFFORDABLE RENTAL HOUSING**



GENERAL INFORMATION

Date of this Application or Update:

UA Version 12/31/19
TCAC Threshold Basis Limits - updated to 2020
Potrero Block B

Getting Started: When you open this file, you may see a yellow banner at the top with a button that says "Enable Content" or "Enable Editing". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full workbook functionality.

THIS APPLICATION REQUESTS FINANCING OR AN ALLOCATION FROM THE FOLLOWING:

| <input type="checkbox"/> CTCAC | <input checked="" type="checkbox"/> HCD | <input type="checkbox"/> CDLAC | <input type="checkbox"/> CalHFA | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---|---|---|--|--|--------|------|------|----------------|-----|--|--|-------------|-----|--|--|----------------|-----|--|--|--------------|-----|--|--|-----------|-----|--|--|-------------|-----|--|--|-----------------|-----|--|--|--|-----|--|--|-----------|--------|------|--------------|-----|--|-----------|-----|--|--|--------|-------------|-----|---------------|-----|
| <p>Check all that apply:</p> <p><input type="checkbox"/> Federal 9% <input type="text" value="\$0"/></p> <p><input type="checkbox"/> Federal 4% <input type="text" value="\$0"/></p> <p><input type="checkbox"/> State Credits <input type="text" value="\$0"/></p> <p>CTCAC Application Type: <input type="text"/></p> <p>If Reapplication, Previous CTCAC No.: <input type="text"/> - <input type="text"/> - <input type="text"/></p> <p>State Set-a-Side <input type="text"/></p> <p>Federal Minimum Set-a-Side <input type="text"/></p> <p>CTCAC Housing Type <input type="text"/></p> <p>DDA or Qualified Census Tract? <input type="text"/></p> <p>CTCAC Geographical Area <input type="text"/></p> <p>For CTCAC Use Only <input type="text"/></p> | <p>HOME Funds</p> <p>HOME Activity Amount <input type="text" value="\$0"/></p> <p>HOME Admin. Amount <input type="text" value="\$0"/></p> <p>HOME Activity Delivery <input type="text" value="\$0"/></p> <p>IIG Amount <input type="text" value="\$11,699,000"/></p> <p>Name of HCD Funding <input type="text"/></p> <p>Amount <input type="text"/></p> <p>Name of HCD Funding <input type="text"/></p> <p>Amount <input type="text"/></p> <p>Name of HCD Funding <input type="text"/></p> <p>Amount <input type="text"/></p> | <p>Tax-Exempt Bonds</p> <p>Allocation Amount <input type="text" value="\$0"/></p> <p>Pool <input type="text"/></p> <p>Amount of Taxable Tail (if any) <input type="text" value="\$0"/></p> <p>Amount of any prior CDLAC Allocations for this Project <input type="text" value="\$0"/></p> <p>Prior Application # <input type="text"/></p> | <p>Is tax-exempt financing needed for construction? If yes, amount needed <input type="text" value="\$0"/></p> <p>Application Type: <input type="text"/></p> <p>Multifamily Financing Programs:</p> <table border="1"> <thead> <tr> <th></th> <th>Amount</th> <th>Rate</th> <th>Term</th> </tr> </thead> <tbody> <tr><td>Predevelopment</td><td>\$0</td><td></td><td></td></tr> <tr><td>Acquisition</td><td>\$0</td><td></td><td></td></tr> <tr><td>Rehabilitation</td><td>\$0</td><td></td><td></td></tr> <tr><td>Construction</td><td>\$0</td><td></td><td></td></tr> <tr><td>Permanent</td><td>\$0</td><td></td><td></td></tr> <tr><td>Bridge Loan</td><td>\$0</td><td></td><td></td></tr> <tr><td>Second Mortgage</td><td>\$0</td><td></td><td></td></tr> <tr><td></td><td>\$0</td><td></td><td></td></tr> </tbody> </table> <p>Special Needs? <input type="text"/></p> <p>Local Government SNHP Funds</p> <table border="1"> <thead> <tr> <th>Loan Type</th> <th>Amount</th> <th>Term</th> </tr> </thead> <tbody> <tr><td>Construction</td><td>\$0</td><td></td></tr> <tr><td>Permanent</td><td>\$0</td><td></td></tr> </tbody> </table> <p>Capitalized Operating Subsidy Reserve (COSR)</p> <table border="1"> <thead> <tr> <th></th> <th>Amount</th> </tr> </thead> <tbody> <tr><td>From County</td><td>\$0</td></tr> <tr><td>From Borrower</td><td>\$0</td></tr> </tbody> </table> | | Amount | Rate | Term | Predevelopment | \$0 | | | Acquisition | \$0 | | | Rehabilitation | \$0 | | | Construction | \$0 | | | Permanent | \$0 | | | Bridge Loan | \$0 | | | Second Mortgage | \$0 | | | | \$0 | | | Loan Type | Amount | Term | Construction | \$0 | | Permanent | \$0 | | | Amount | From County | \$0 | From Borrower | \$0 |
| | Amount | Rate | Term | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Predevelopment | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Acquisition | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Rehabilitation | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Construction | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Permanent | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Bridge Loan | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Second Mortgage | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Loan Type | Amount | Term | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Construction | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Permanent | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Amount | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| From County | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| From Borrower | \$0 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

PROPOSED DEVELOPMENT

| | | | | |
|---|--|--|--|---|
| Proposed Name Potrero Block B | Street Address or Location(s) 1845 25th Street | City San Francisco | Zip Code 94107 | County San Francisco |
| Development Type New Construction | Age Restrictions None | Special Facility Type | Tenure Type Permanent | APN(s) 4285B-004 |
| # of Units 157 | LIHTC Units 156 | Project Site Area 1.63 Acres | Units per Acre 96.319 Per Acre | Multiple Parcels? No - one legal parcel |
| Relocation Req'd.? Temp. & Perm. | Commercial Space? No | HOPE VI Project? Yes | Federally "At Risk"? No | "At-Risk" expiration date |
| | | | | Rental Subsidy? Yes |
| | | | | HUD 811 Project? No |

APPLICANT (Update based on funding source -- see comment in first box)

| | |
|--|---|
| Legal Name of Organization San Francisco Mayor's Office of Housing and Community Development | Applicant Role City Applicant |
|--|---|

LEGISLATIVE INFORMATION

| Congressperson Name(s) | District # | State Senator Name(s) | District # | State Assembly Member Name(s) | District # |
|------------------------|------------|-----------------------|------------|-------------------------------|------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Potrero Block B

PROPOSED PROJECT DESCRIPTION

Instruction: Describe, at minimum, the following topics. Narrative used for Project Summary

1) Type of Development

Potrero Block B is a mixed-use infill project that will be configured with 7 stories and one level of parking. The project includes 5800 SF of ground floor commercial space for childcare center with secure courtyard and 157 units of housing for families consisting of 47 -1 bdrms, 55-2 bdrms, 44-3 bdrms, and 11-4 bdrms on a 1.7 acre site that is part of public housing complex undergoing redevelopment. The building will be constructed to LEED Gold standard. Amenities include: a rent-free manager's unit, 1100 SF for offices for property management and

2) Topography and Special Site Features

The site is sloped.

3) Surrounding Neighborhood

The property is surrounded on three sides by multifamily residential development. The South side of the property is production, distribution, and repair with some office.

4) Proposed Tenant Population and Any Special Occupancy Restrictions (inc. those tied to land use approvals)

The tenant population is low-income families, many of whom are former public housing residents.

5) Any On-Site Services

On-site services will be provided through contracts with third party providers. The staff level will be 1.5 FTEs on site who will offer information and referral, service navigation, housing stabilization, activities and programs on site that support community building, and access to local resources. Additionally one-on-one support for households and group supports that address common needs (information about health insurance).

6) Specific Issues (relocation, environmental, historical, etc.)

The project is subject to a build first policy adopted by the SF Housing Authority. Residents of public housing will not be relocated until new construction replacement housing is provided. A relocation plan is provided.

7) Any Demolition

The project requires demolition of existing public housing units.

8) Scope of Rehabilitation Work

not applicable.

9) Expected Start and Completion Date of Construction/Rehabilitation

July 31, 2022 construction start and January 31, 2025 construction completion.

10) Changes in Land Area during Development (e.g. subdivision)

We currently have one City block that will be subdivided into two parcels (Block A & B). A new street will be built between the two newly created parcels. Tentative map approval and the final map will be complete before construction begins.

11) Rent Subsidies

9 units will receive RAD subsidies; in total, 118 units will receive project based vouchers.

12) Whether Prevailing Wages will be paid.

Prevailing wages will be paid.

SITE & UNIT INFORMATION

SITE CONTROL

Site address or location: 1845 25th Street, San Francisco, CA 94107

| Type of Site Control | Dated | Expires | Extensions Available | Purchase Price | Total Land Area |
|----------------------|-------|---------|----------------------|----------------|-----------------|
| DDA | 3/317 | | | NA | 1.71 acres |

| Current Owner | Current Owner Address |
|----------------------|-------------------------------|
| SF Housing Authority | 1815 Egbert Ave, SF, CA 94124 |

PLANNED AND COMPLETED PROPERTY TRANSFER(S)

| Ground Lease Planned? | Lessor | Term | Annual Payment Amount |
|-----------------------|----------------------|------|-----------------------|
| Yes | SF Housing Authority | 99 | \$15,000 |

Below, describe property transfers occurring in connection with development of the Project
Not applicable.

SITE USE

| Current Use | Proposed Zoning (code and name) | Is Site Improved? | Year Improvements Built |
|-------------|---------------------------------|-------------------|-------------------------|
| Residential | RM-2 | yes | 1945 |

| Demolition Planned? | or Done? | Rent Control? | Access Road Maintenance | Applicant Notes |
|---------------------|----------|---------------|-------------------------|-----------------|
| Yes | | No | Public | |

SITE CONDITIONS AND ADJOINING LAND USES

| | | | | | |
|---|--|--|--|---|--|
| <input type="checkbox"/> Poor drainage <input type="checkbox"/> Erosion problems <input type="checkbox"/> Unstable soil <input type="checkbox"/> Retaining wall <input type="checkbox"/> Possible lead paint <input type="checkbox"/> Possible asbestos <input type="checkbox"/> Wetlands area <input type="checkbox"/> On-site stream/creek <input type="checkbox"/> 100-yr. flood plain <input type="checkbox"/> Possible soil pollution | | <input type="checkbox"/> Grade 5-10% <input checked="" type="checkbox"/> Grade over 10% <input type="checkbox"/> Airport within 2 miles <input type="checkbox"/> Possible high noise levels <input type="checkbox"/> Abandoned well(s) <input type="checkbox"/> Railroad tracks within 100 yards <input type="checkbox"/> Unusual ingress/egress <input type="checkbox"/> Ground water contamination <input type="checkbox"/> High water table <input type="checkbox"/> Underground storage tanks | | Describe adjoining land uses within 300 feet of the Project West: MF residential East: MF residential North: MF residential South: PDR uses Unique Site Features: steep grade | |
|---|--|--|--|---|--|

EXISTING VERSUS PROPOSED UNITS (include manager's units)

| | beds | 0 Bdrm | 1 Bdrm | 2 Bdrm | 3 Bdrm | 4 Bdrm | 5 Bdrm | Total # Units | Total # Bedrooms | Total # Buildings | Total # Mgr. Units | Total # of Parking Spaces |
|----------|------|--------|--------|--------|--------|--------|--------|---------------|------------------|-------------------|--------------------|---------------------------|
| EXISTING | | | 0 | 0 | 0 | 0 | | 0 | 0 | 8 | 1 | |
| PROPOSED | | | 47 | 55 | 44 | 11 | | 157 | 333 | 2 | 1 | 65 |

PROPOSED BUILDING TYPES

| | New Construction | | Rehabilitation | |
|-----------------------------|------------------|----------|----------------|----------|
| | Units | Bldgs. | Units | Bldgs. |
| Townhouse/Row House | | | | |
| One or Two Story Walk-Up | | | | |
| Mid-Rise (3-5 stories) | 157 | 2 | | |
| High-Rise (6+ stories) | | | | |
| Detached Single Family | | | | |
| Duplex/4-Plex | | | | |
| Non-Residential Building(s) | | | | |
| TOTALS | 157 | 2 | 0 | 0 |

| Unit Size | Baths | Layout | Ave. Sq. Ft. | No. of Units |
|--------------------|-------|--------|--------------|--------------|
| 1 Bdrm. | 1 | Flat | 500 | |
| 2 Bdrm. | 1 | Flat | 800 | |
| 3 Bdrm. | 1 | Flat | 1,379 | |
| 4 Bdrm. | 1 | Flat | 1,582 | |
| Total Units | | | | 0 |

Applicant Notes

UA Version 12/31/19

AMENITIES

| Unit Amenities/Features | Project Amenities | Security & Other Charges | Other On-Site Services |
|--|---|--|-------------------------------|
| <input checked="" type="checkbox"/> Air Conditioning <input checked="" type="checkbox"/> Refrigerator <input checked="" type="checkbox"/> Range <input type="checkbox"/> Microwave <input type="checkbox"/> Disposal <input type="checkbox"/> Dishwasher <input type="checkbox"/> Walk-In Closet <input type="checkbox"/> Fenced Rear Yard <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Laundry Hookups or Appliances in Units <input type="checkbox"/> <input type="checkbox"/> | <input checked="" type="checkbox"/> Ceiling Fans <input checked="" type="checkbox"/> Curtains/Blinds <input type="checkbox"/> Fireplace <input type="checkbox"/> Emergency Call <input checked="" type="checkbox"/> Free Cable TV <input type="checkbox"/> Lofts <input type="checkbox"/> Storage Area <input type="checkbox"/> Balcony <input type="checkbox"/> Patio <input checked="" type="checkbox"/> Elevator(s) 5 <input checked="" type="checkbox"/> Laundry Rms. Washers Dryers <input checked="" type="checkbox"/> Community Room <input type="checkbox"/> Community Kitchen <input type="checkbox"/> Computer Room <input type="checkbox"/> High Speed Internet <input type="checkbox"/> Fitness Room <input type="checkbox"/> Picnic/BBQ Area(s) <input type="checkbox"/> Tot Lot or Playground <input type="checkbox"/> Sports Court <input type="checkbox"/> Tennis Court <input type="checkbox"/> Pool <input type="checkbox"/> Jacuzzi/Sauna | <input type="checkbox"/> Gated Site Entry <input checked="" type="checkbox"/> Bldg. Card Key <input type="checkbox"/> Security Patrol Describe any mandatory charges to tenants beyond allowable rents. If residents participate in childcare program there will be a fee. | Resident services coordinator |

MISCELLANEOUS INFORMATION

| RESIDENTIAL SPACE | RESIDENTIAL PARKING | COMMERCIAL SPACE |
|--|---------------------|------------------|
| Residential Square Footage | | |
| Residential Units | | |
| Community Room | | |
| Leasing Office | | |
| Additional Storage Space | | |
| Subtotal | | |
| Maintenance Shop | | |
| Childcare Center | | |
| Service Area | | |
| Service Office | | |
| Other | | |
| Total Residential SF | | |
| Free Residential Parking Spaces | | |
| Uncovered Tenant Parking | | |
| Covered Tenant Parking | | |
| Enclosed Tenant Parking | | |
| Tenant Guest Spaces | | |
| Subtotal Parking Spaces | | |
| Extra Spaces Tenants Can Rent | | |
| Uncovered Parking | | |
| Covered Parking | | |
| Enclosed Parking | | |
| Grand Total Parking Spaces | | |
| Total Handicap Parking Spaces (included in totals above) | | |
| Commercial Square Footage | | |
| Commercial Area | | |
| Offices | | |
| Childcare Center | | |
| Storage Space | | |
| Other | | |
| Total Commercial SF | | |
| Parking Spaces for Commercial Tenants | | |
| Uncovered | | |
| Covered Spaces | | |
| Total Spaces | | |
| Describe other available parking for commercial patrons. | | |

INCOME FROM SOURCES OTHER THAN RESIDENTIAL RENTS AND SUBSIDIES

| Laundry | | Other Leased Spaces | | | | |
|------------------------------------|--------|--|--------------------|-----------------|--------------------|---------------------|
| No. of Units Using Central Laundry | 157 | Residential | Lease Terms | Sq. Feet | Rent/SF/Mo. | Annual Gross |
| Weekly Assumed Income Per Unit | \$0.00 | | | | | \$0 |
| Annual Total Laundry Income | \$0 | | | | | \$0 |
| Residential Parking | | | | | | \$0 |
| Tenant Rental Spaces | 0 | | | | | \$0 |
| Monthly Income Per Space | \$0 | | | | | \$0 |
| Annual Residential Parking Income | \$0 | | | | | \$0 |
| Commercial Parking | | | | | | \$0 |
| Number of Rental Spaces | 0 | Commercial | | | | \$0 |
| Monthly Income Per Space | | childcare | 0 | 5,835 | \$0.00 | \$0 |
| Annual Commercial Parking Income | \$0 | | | | | \$0 |
| | | | | | | \$0 |
| | | | | | | \$0 |
| | | | | | | \$0 |
| | | Total Income from Other Leased Spaces | | | | \$0 |

MONTHLY UTILITY ALLOWANCE

| Utilities | Type of Utility (Gas, Electric, etc.) | Does the owner or tenant pay utilities? | Enter Allowances for Tenant Paid Utilities by Bdrm. Size | | | | | |
|---------------------------------------|---------------------------------------|---|--|--------|---------|---------|---------|----------|
| | | | 0 bdrm | 1 bdrm | 2 bdrms | 3 bdrms | 4 bdrms | ≥5 bdrms |
| Heating | Electric | Tenant | \$0 | \$27 | \$34 | \$42 | \$50 | \$0 |
| Cooking | Electric | Tenant | \$0 | \$10 | \$15 | \$19 | \$24 | \$0 |
| Other Electric | Electric | Tenant | \$0 | \$32 | \$48 | \$68 | \$88 | \$0 |
| Air Conditioning | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Water Heating | Gas | Owner | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Water | Public | Owner | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Sewer | Public | Owner | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Trash | Public | Owner | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Other | | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Tenant Utility Allowance | | | \$0 | \$69 | \$97 | \$129 | \$162 | \$0 |

Source for Utility Allowances

Local PHA **Name** San Francisco Housing Authority **Effective Date** 1/1/19

HUD USDA RD Utility Company (Actual Survey) Other

UA Version 12/31/19

Applicant Notes

RENTS & UNIT MIX INFORMATION

Tax Credit 50% **Income** Limits for County of : San Francisco

HUD Notice Date: 4/24/19

| | | | | | | | | |
|-----------------|----------|----------|----------|----------|----------|----------|----------|-----------|
| Household Size: | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Income Limit: | \$56,450 | \$64,500 | \$72,550 | \$80,600 | \$87,050 | \$93,500 | \$99,950 | \$106,400 |

Show rent limits set by the most restrictive regulatory agency. Rows 18-24 are only for restricted manager units.

CTCAC, CDLAC, MHP and CalHFA rent limits are calculated based on the above income limits, and are automatically shown below. If the most restrictive rent limits applicable to some units are required by another program, such as HOME or USDA Rural Development, [click here](#) to enter these limits. (Or scroll to bottom of worksheet)

| Income Limit (% AMI) | Rent Limit Calc. Formula | Unit Size | No. of Units | Maximum Gross Rent | Less Utility Allowance | Maximum Net Rent | Proposed Net Rent | Monthly Income at Proposed Rents | Monthly Income at Maximum Rents |
|--|--------------------------|-----------|--------------|--------------------|------------------------|------------------|-------------------|----------------------------------|---------------------------------|
| 30% | Other | Beds | 0 | | | \$0 | \$0 | | |
| Rows 18-24 enter restricted manager unit(s) only; unrestricted Manager's unit(s) use rows 121-123. % of Restricted Units in this category 0% | | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 0 | | | | \$0 | | |
| | | 2 Bdrm. | 0 | | | | \$0 | | |
| | | 3 Bdrm. | 0 | | | | \$0 | | |
| | | 4 Bdrm. | 0 | | | | \$0 | | |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 0 | Subtotal | | | | \$0 | \$0 |
| 30% | TCAC | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category 6% | | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 2 | \$907 | (\$69) | \$838 | \$670 | \$1,340 | \$1,676 |
| | | 2 Bdrm. | 2 | \$1,088 | (\$97) | \$991 | \$734 | \$1,468 | \$1,982 |
| | | 3 Bdrm. | 3 | \$1,257 | (\$129) | \$1,128 | \$795 | \$2,385 | \$3,384 |
| | | 4 Bdrm. | 2 | \$1,402 | (\$162) | \$1,240 | \$836 | \$1,672 | \$2,480 |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 9 | Subtotal | | | | \$6,865 | \$9,522 |
| 30% | TCAC | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category 26% | | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 16 | \$907 | (\$69) | \$838 | \$670 | \$10,720 | \$13,408 |
| | | 2 Bdrm. | 10 | \$1,088 | (\$97) | \$991 | \$734 | \$7,340 | \$9,910 |
| | | 3 Bdrm. | 8 | \$1,257 | (\$129) | \$1,128 | \$795 | \$6,360 | \$9,024 |
| | | 4 Bdrm. | 6 | \$1,402 | (\$162) | \$1,240 | \$836 | \$5,016 | \$7,440 |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 40 | Subtotal | | | | \$29,436 | \$39,782 |
| 50% | TCAC | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category 41% | | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 11 | \$1,511 | (\$69) | \$1,442 | \$1,163 | \$12,793 | \$15,862 |
| | | 2 Bdrm. | 24 | \$1,813 | (\$97) | \$1,716 | \$1,289 | \$30,936 | \$41,184 |
| | | 3 Bdrm. | 28 | \$2,095 | (\$129) | \$1,966 | \$1,411 | \$39,508 | \$55,048 |
| | | 4 Bdrm. | 1 | \$2,337 | (\$162) | \$2,175 | \$1,501 | \$1,501 | \$2,175 |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 64 | Subtotal | | | | \$84,738 | \$114,269 |
| 50% | TCAC | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category 6% | | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 0 | | | | \$0 | | |
| | | 2 Bdrm. | 9 | \$1,813 | (\$97) | \$1,716 | \$1,289 | \$11,601 | \$15,444 |
| | | 3 Bdrm. | 0 | | | | \$0 | | |
| | | 4 Bdrm. | 1 | \$2,337 | (\$162) | \$2,175 | \$1,501 | \$1,501 | \$2,175 |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 10 | Subtotal | | | | \$13,102 | \$17,619 |

RENTS & UNIT MIX INFORMATION

| <i>Income Limit (% AMI)</i> | <i>Rent Limit Calc. Formula</i> | <i>Unit Size</i> | <i>No. of Units</i> | <i>Maximum Gross Rent</i> | <i>Less Utility Allowance</i> | <i>Maximum Net Rent</i> | <i>Proposed Net Rent</i> | <i>Monthly Income at Proposed Rents</i> | <i>Monthly Income at Maximum Rents</i> |
|--|---------------------------------|------------------|---------------------|--|-------------------------------|-------------------------|--------------------------|---|--|
| 60% | TCAC | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category | 3% | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 5 | \$1,814 | (\$69) | \$1,745 | \$1,409 | \$7,045 | \$8,725 |
| | | 2 Bdrm. | 0 | | | | \$0 | | |
| | | 3 Bdrm. | 0 | | | | \$0 | | |
| | | 4 Bdrm. | 0 | | | | \$0 | | |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 5 | Subtotal | | | | \$7,045 | \$8,725 |
| 60% | TCAC | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category | 18% | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 13 | \$1,814 | (\$69) | \$1,745 | \$1,409 | \$18,317 | \$22,685 |
| | | 2 Bdrm. | 9 | \$2,176 | (\$97) | \$2,079 | \$1,566 | \$14,094 | \$18,711 |
| | | 3 Bdrm. | 5 | \$2,514 | (\$129) | \$2,385 | \$1,718 | \$8,590 | \$11,925 |
| | | 4 Bdrm. | 1 | \$2,805 | (\$162) | \$2,643 | \$1,833 | \$1,833 | \$2,643 |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 28 | Subtotal | | | | \$42,834 | \$55,964 |
| | | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category | 0% | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 0 | | | | \$0 | | |
| | | 2 Bdrm. | 0 | | | | \$0 | | |
| | | 3 Bdrm. | 0 | | | | \$0 | | |
| | | 4 Bdrm. | 0 | | | | \$0 | | |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 0 | Subtotal | | | | \$0 | \$0 |
| | | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category | 0% | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 0 | | | | \$0 | | |
| | | 2 Bdrm. | 0 | | | | \$0 | | |
| | | 3 Bdrm. | 0 | | | | \$0 | | |
| | | 4 Bdrm. | 0 | | | | \$0 | | |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 0 | Subtotal | | | | \$0 | \$0 |
| | | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category | 0% | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 0 | | | | \$0 | | |
| | | 2 Bdrm. | 0 | | | | \$0 | | |
| | | 3 Bdrm. | 0 | | | | \$0 | | |
| | | 4 Bdrm. | 0 | | | | \$0 | | |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 0 | Subtotal | | | | \$0 | \$0 |
| | | Beds | 0 | \$0 | \$0 | \$0 | \$0 | | |
| % of Restricted Units in this category | 0% | 0 Bdrm. | 0 | | | | \$0 | | |
| | | 1 Bdrm. | 0 | | | | \$0 | | |
| | | 2 Bdrm. | 0 | | | | \$0 | | |
| | | 3 Bdrm. | 0 | | | | \$0 | | |
| | | 4 Bdrm. | 0 | | | | \$0 | | |
| | | 5 Bdrm. | 0 | | | | \$0 | | |
| | | | 0 | Subtotal | | | | \$0 | \$0 |
| Total Restricted Units | | | 156 | Monthly Rental Income from Restricted Units | | | | \$184,020 | \$245,881 |
| Unrestricted Units | | | 0 | | | | \$0 | \$0 | |
| | | | 0 | | | | \$0 | \$0 | |

RENTS & UNIT MIX INFORMATION

| | | | | | | |
|--------------------------|---------|-----|--|--|-----------------|------------|
| | 0 | | | | \$0 | \$0 |
| | 0 | | | | \$0 | \$0 |
| | 0 | | | | \$0 | \$0 |
| | 0 | | | | \$0 | \$0 |
| | 0 | | | | \$0 | \$0 |
| | 0 | | | | \$0 | \$0 |
| | 0 | | | | \$0 | \$0 |
| Manager Unit | 2 Bdrm. | 1 | | | \$0 | \$0 |
| Manager Unit | | 0 | | | \$0 | \$0 |
| Manager Unit | | 0 | | | \$0 | \$0 |
| Total Unrestricted Units | | 1 | | | Subtotal | \$0 |
| Total Units | | 157 | | | | |

Other Rent Limits

Enter below any **rent** limits that are both the most restrictive and that are required by sources other than tax credits, bonds, or MHP (e.g.. HOME or USDA Rural Development). Describe the limits in the box to the right. After you are done, complete the table above.

| Income Level | Gross Rent Limits | | | | | | Description of Other Rent Limits |
|--------------|-------------------|-----|-----|-----|-----|-----|----------------------------------|
| | Unit Size (Bdrms) | | | | | | |
| | 0 | 1 | 2 | 3 | 4 | 5 | |
| 65% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 60% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 55% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 50% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 45% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 40% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 35% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 30% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 25% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 20% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| 15% | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |

Restricted Units by Income and Unit Size

| Income Level | No. | % of Restricted Units |
|---------------|------------|-----------------------|
| 65% | 0 | 0% |
| 60% | 33 | 21% |
| 55% | 0 | 0% |
| 50% | 74 | 47% |
| 45% | 0 | 0% |
| 40% | 0 | 0% |
| 35% | 0 | 0% |
| 30% | 49 | 31% |
| 25% | 0 | 0% |
| 20% | 0 | 0% |
| 15% | 0 | 0% |
| Total: | 156 | 100% |

| Unit Size | Units | % of Restricted Units |
|---------------|------------|-----------------------|
| Beds | 0 | 0% |
| 0 Bdrm. | 0 | 0% |
| 1 Bdrm. | 47 | 30% |
| 2 Bdrm. | 54 | 35% |
| 3 Bdrm. | 44 | 28% |
| 4 Bdrm. | 11 | 7% |
| 5 Bdrm. | 0 | 0% |
| Total: | 156 | 100% |

SUBSIDY INFORMATION

Incremental Income from Rent/Operating Subsidies Based on Contract Rents

The top part of this section estimates incremental income from rent subsidy contracts, such as Section 8, above and beyond either 1) maximum restricted rents or 2) proposed rents. Complete this part only if the Project will have a rent subsidy based on contract rents.

List all Project-based or sponsor-based rent/operating subsidies in the bottom portion of this section, under the "Rent/Operating Subsidy Programs" heading.

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Subsidy payment over net rent based on: Restricted Rents Proposed Rents

| | | Incremental Income from Rent/Operating Subsidy | | | | | Incremental Income from Rent/Operating Subsidy | | | |
|----------------------|--------------------------|--|-----------------------------|-------------------------------|------------------|----------------------------|--|-------------------------------|------------------|----------------------------|
| | | Subsidy Program Name: RAD | | | | | Subsidy Program Name: PBV | | | |
| Income Limit (% AMI) | Rent Limit Calc. Formula | Unit Size | Gross Monthly Contract Rent | Subsidy Payment Over Net Rent | Units Subsidized | Total Monthly Extra Income | Gross Monthly Contract Rent | Subsidy Payment Over Net Rent | Units Subsidized | Total Monthly Extra Income |
| 30% | Other | Beds | \$0 | | 0 | | \$0 | | 0 | |
| | | 0 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 1 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 2 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 3 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 4 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 5 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| 30% | TCAC | Beds | \$0 | | 0 | | \$0 | | 0 | |
| | | 0 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 1 Bdrm. | \$851 | \$181 | 2 | \$362 | \$0 | | 0 | |
| | | 2 Bdrm. | \$1,053 | \$319 | 2 | \$638 | \$0 | | 0 | |
| | | 3 Bdrm. | \$1,370 | \$575 | 3 | \$1,725 | \$0 | | 0 | |
| | | 4 Bdrm. | \$1,439 | \$603 | 2 | \$1,206 | \$0 | | 0 | |
| | | 5 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| 30% | TCAC | Beds | \$0 | | 0 | | \$0 | | 0 | |
| | | 0 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 1 Bdrm. | \$0 | | 0 | | \$2,679 | \$2,009 | 16 | \$32,144 |
| | | 2 Bdrm. | \$0 | | 0 | | \$3,336 | \$2,602 | 10 | \$26,020 |
| | | 3 Bdrm. | \$0 | | 0 | | \$4,348 | \$3,553 | 8 | \$28,424 |
| | | 4 Bdrm. | \$0 | | 0 | | \$4,618 | \$3,782 | 6 | \$22,692 |
| | | 5 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| 50% | TCAC | Beds | \$0 | | 0 | | \$0 | | 0 | |
| | | 0 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 1 Bdrm. | \$0 | | 0 | | \$2,679 | \$1,516 | 11 | \$16,676 |
| | | 2 Bdrm. | \$0 | | 0 | | \$3,336 | \$2,047 | 24 | \$49,128 |
| | | 3 Bdrm. | \$0 | | 0 | | \$4,348 | \$2,937 | 28 | \$82,236 |
| | | 4 Bdrm. | \$0 | | 0 | | \$4,618 | \$3,117 | 1 | \$3,117 |
| | | 5 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| 50% | TCAC | Beds | \$0 | | 0 | | \$0 | | 0 | |
| | | 0 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 1 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 2 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 3 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |
| | | 4 Bdrm. | \$0 | | 0 | | \$0 | | 0 | |

SUBSIDY INFORMATION

| Income Limit (% AMI) | | Rent Limit Calc. Formula | Unit Size | Gross Monthly Contract Rent | Subsidy Payment Over Net Rent | Units Subsidized | Total Monthly Extra Income | Incremental Income from Rent/Operating Subsidy | |
|----------------------|------|--------------------------|-----------|-----------------------------|-------------------------------|------------------|----------------------------|--|---------|
| 60% | TCAC | Beds | \$0 | | 0 | | | \$0 | 0 |
| | | Subsidy Program Name: | | RAD | | | | | |
| 60% | TCAC | 0 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 1 Bdrm. | \$0 | | 0 | | | \$2,679 | \$1,270 |
| | | 2 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 3 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 4 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 5 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | Subsidy Program Name: | | PBV | | | | | |
| 60% | TCAC | Beds | \$0 | | 0 | | | \$0 | 0 |
| | | Subsidy Program Name: | | PBV | | | | | |
| 60% | TCAC | 0 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 1 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 2 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 3 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 4 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 5 Bdrm. | \$0 | | 0 | | | \$0 | |
| 0% | 0.0 | Beds | \$0 | | 0 | | | \$0 | 0 |
| | | Subsidy Program Name: | | RAD | | | | | |
| 0% | 0.0 | 0 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 1 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 2 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 3 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 4 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 5 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | Subsidy Program Name: | | PBV | | | | | |
| 0% | 0.0 | Beds | \$0 | | 0 | | | \$0 | 0 |
| | | Subsidy Program Name: | | PBV | | | | | |
| 0% | 0.0 | 0 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 1 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 2 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 3 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 4 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 5 Bdrm. | \$0 | | 0 | | | \$0 | |
| 0% | 0.0 | Beds | \$0 | | 0 | | | \$0 | 0 |
| | | Subsidy Program Name: | | RAD | | | | | |
| 0% | 0.0 | 0 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 1 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 2 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 3 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 4 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 5 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | Subsidy Program Name: | | PBV | | | | | |
| 0% | 0.0 | Beds | \$0 | | 0 | | | \$0 | 0 |
| | | Subsidy Program Name: | | PBV | | | | | |
| 0% | 0.0 | 0 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 1 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 2 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 3 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 4 Bdrm. | \$0 | | 0 | | | \$0 | |
| | | 5 Bdrm. | \$0 | | 0 | | | \$0 | |

SUBSIDY INFORMATION

| | | | | |
|-------------------------------|-----|----------------|-------------------------------|---|
| 5 Bdrm. | \$0 | 0 | \$0 | 0 |
| Total Units Subsidized | | 9 | Total Units Subsidized | |
| Total Monthly Subsidy | | \$3,931 | Total Monthly Subsidy | |
| | | | 109 | |
| | | | \$266,787 | |

Rent/Operating Subsidy Programs

| | | | | |
|---|---|---|--|--|
| Subsidy Program Name: | Section 8 | Section 8 | | |
| Subsidy Program Component: | Project Based Voucher | RAD | | |
| Subsidy Currently in Place? | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| Date Application Submitted or To be Submitted: | | | | |
| Date Award Expected: | | 2/6/2017 | | |
| Contract Term (Years): | 20 | 20 | | |
| Expected 1st Year Amount, if not based on contract rents: | | | | |
| Basis for Subsequent Amounts, if not based on contract rents: | | | | |

Continuum of Care Process

If one or more of the subsidy programs listed above is part of your local Continuum of Care process (i.e., Shelter Plus Care, Supportive Housing Program, Section 8 Mod Rehab SRO, etc.), please complete the following:

- Has your community completed its Continuum of Care ranking process? Yes No
- If you answered yes to question number one, is your Project ranked within the fundable range? Yes No
- If you answered no to question number one, when will your community complete its Continuum of Care ranking process?

Applicant Notes

| ANNUAL INCOME AND EXPENSES | | | | Potrero Block B |
|--|---|---|------------------------------|--|
| EMPLOYEE INFORMATION | | | | |
| No. | FTE | Employee Job Title | Salary/Wages | Value of Free Rent |
| 1 | 1.00 | On-Site Manager(s) | \$70,000 | \$0 |
| 1 | 1.00 | On-Site Assistant Manager(s) | \$43,473 | \$0 |
| | | Supportive Services Staff Supervisor(s) | \$0 | |
| | | Supportive Services Coordinator, On-Site | \$0 | |
| | | Other Supportive Services Staff (inc. Case Manager) | \$0 | |
| 2 | 2.00 | On-Site Maintenance Employee(s) | \$109,633 | \$0 |
| | | On-Site Leasing Agent/Administrative Employee(s) | \$0 | \$0 |
| | | On-Site Security Employee(s) | \$0 | \$0 |
| | | | \$0 | \$0 |
| | | | \$0 | \$0 |
| Total Salaries and Value of Free Rent Units | | | \$223,106 | \$0 |
| | 6711 | Payroll Taxes | \$154,887 | Show free rent as an expense? <input type="radio"/> Yes <input checked="" type="radio"/> No |
| | 6722 | Workers Compensation | \$0 | |
| | 6723 | Employee Benefits | \$0 | |
| Employee(s) Payroll Taxes, Workers Comp. & Benefits | | | \$154,887 | |
| Total Employee(s) Expenses | | | \$377,993 | |
| Employee Units | | | | |
| Income Limit | Job Title(s) of Employee(s) Living On-Site | | Unit Type (No. of bdrms.) | Square Footage |
| | | | 0 | 0 |
| | | | 0 | 0 |
| | | | 0 | 0 |
| Total Square Footage | | | 0 | |
| Annual Operating Budget | | | | |
| Acct. No. | REVENUE - INCOME | | Residential | Commercial |
| 5120/5140 | Rent Revenue - Gross Potential | | | \$0 |
| | Restricted Unit Rents | | \$2,208,240 | |
| | Unrestricted Unit Rents | | \$0 | |
| 5121 | Tenant Assistance Payments | | | |
| | RAD | | \$47,172 | |
| | PBV | | \$3,201,444 | |
| | Operating Subsidies | | \$0 | |
| | Other: (specify) | | \$0 | \$0 |
| 5910 | Laundry and Vending Revenue | | \$0 | |
| 5170 | Garage and Parking Spaces | | \$0 | \$0 |
| 5990 | Miscellaneous Rent Revenue | | \$0 | \$0 |
| Gross Potential Income (GPI) | | | \$5,456,856 | \$0 |
| | Vacancy Rate: Restricted Units | | 5.0% | |
| | Vacancy Rate: Unrestricted Units | | 5.0% | |
| | Vacancy Rate: Tenant Assistance Payments | | 5.0% | |
| | Vacancy Rate: Other: (specify) | | 5.0% | |
| | Vacancy Rate: Laundry & Vending & Other Income | | 5.0% | |
| | Vacancy Rate: Commercial Income | | | 50.0% |
| 5220/5240 | Vacancy Loss(es) | | \$272,843 | \$0 |
| Effective Gross Income (EGI) | | | \$5,184,013 | \$0 |
| Acct. No. | EXPENSES | | Residential | Commercial |
| ADMINISTRATIVE EXPENSES: 6200/6300 | | | | |
| 6203 | Conventions and Meetings | | \$0 | \$0 |
| 6210 | Advertising and Marketing | | \$1,719 | \$0 |
| 6250 | Other Renting Expenses | | \$0 | \$0 |
| 6310 | Office/Administrative Salaries -- from above | | \$0 | \$0 |
| 6311 | Office Expenses | | \$0 | \$0 |
| 6312 | Office or Model Apartment Rent | | \$0 | \$0 |
| 6320 | Management Fee | | \$128,700 | \$0 |
| 6330 | Site/Resident Manager(s) Salaries -- from above | | \$113,473 | \$0 |
| 6331 | Administrative Free Rent Unit -- from above | | \$0 | \$0 |
| 6340 | Legal Expense -- Project | | \$3,000 | \$0 |
| 6350 | Audit Expense | | \$0 | \$0 |
| 6351 | Bookkeeping Fees/Accounting Services | | \$28,810 | \$0 |
| 6390 | Miscellaneous Administrative Expenses | | \$86,080 | \$0 |
| 6263T | TOTAL ADMINISTRATIVE EXPENSES | | \$361,782 | \$0 |
| Acct. No. | EXPENSES (continued) | | Residential | Commercial |
| UTILITIES EXPENSES: 6400 | | | | |

| ANNUAL INCOME AND EXPENSES | | | Potrero Block B | |
|--|---|--------------------|------------------------|------------|
| 6450 | Electricity | \$70,130 | | \$0 |
| 6451 | Water | \$0 | | \$0 |
| 6452 | Gas | \$38,862 | | \$0 |
| 6453 | Sewer | \$203,940 | | \$0 |
| | Other Utilities: (specify) | \$0 | | \$0 |
| 6400T | TOTAL UTILITIES EXPENSES | \$312,932 | | \$0 |
| OPERATING AND MAINTENANCE EXPENSES: 6500 | | | | |
| 6510 | Payroll -- from above | \$109,633 | | \$0 |
| 6515 | Supplies | \$0 | | \$0 |
| 6520 | Contracts | \$169,309 | | \$0 |
| 6521 | Operating & Maintenance Free Rent Unit -- from above | \$0 | | \$0 |
| 6525 | Garbage and Trash Removal | \$94,829 | | \$0 |
| 6530 | Security Contract | \$180,000 | | \$0 |
| 6531 | Security Free Rent Unit -- from above | \$0 | | \$0 |
| 6546 | Heating/Cooling Repairs and Maintenance | \$0 | | \$0 |
| 6548 | Snow Removal | \$0 | | \$0 |
| 6570 | Vehicle & Maintenance Equipment Operation/Reports | \$0 | | \$0 |
| 6590 | Miscellaneous Operating and Maintenance Expenses | \$36,828 | | \$0 |
| 6500T | TOTAL OPERATING & MAINTENANCE EXPENSES | \$590,599 | | \$0 |
| TAXES AND INSURANCE: 6700 | | | | |
| 6710 | Real Estate Taxes | \$1,000 | | \$0 |
| 6711 | Payroll Taxes (Project's Share) -- from above | \$154,887 | | \$0 |
| 6720 | Property and Liability Insurance (Hazard) | \$190,378 | | \$0 |
| 6729 | Other Insurance (e.g. Earthquake) | \$0 | | \$0 |
| 6721 | Fidelity Bond Insurance | \$0 | | \$0 |
| 6722 | Worker's Compensation -- from above | \$0 | | \$0 |
| 6723 | Health Insurance/Other Employee Benefits--from above | \$0 | | \$0 |
| 6790 | Miscellaneous Taxes, Licenses, Permits & Insurance | \$207,865 | | \$0 |
| 6700T | TOTAL TAXES AND INSURANCE | \$554,130 | | \$0 |
| SUPPORTIVE SERVICES COSTS: 6900 | | | | |
| 6990 | Staff Supervisor(s) Salaries - from above | \$0 | | \$0 |
| 6990 | Services Coordinator Salaries, On-Site - from above | \$0 | | \$0 |
| 6990 | Other Supportive Services Staff Salaries - from above | \$0 | | \$0 |
| 6990 | Supportive Services Admin Overhead | \$0 | | \$0 |
| 6990 | Other Supportive Services Costs: (specify) | \$149,750 | | \$0 |
| 6990 | Other Supportive Services Costs: (specify) | \$0 | | \$0 |
| 6900T | TOTAL SUPPORTIVE SERVICES COSTS | \$149,750 | | \$0 |
| TOTAL OPERATING EXPENSES | | \$1,969,193 | | \$0 |
| FUNDED RESERVES: 7200 | | | | |
| | | Residential | Commercial | |
| 7210 | Required Replacement Reserve Deposits | \$78,500 | | \$0 |
| 7220 | Other Reserves: (specify) | \$0 | | \$0 |
| 7230 | Other Reserves: (specify) | \$0 | | \$0 |
| 7240 | Other Reserves: (specify) | \$0 | | \$0 |
| | TOTAL RESERVES | \$78,500 | | \$0 |
| GROUND LEASE | | | | |
| | | Residential | Commercial | |
| | Ground Lease | \$15,000 | | \$0 |
| | TOTAL GROUND LEASE | \$15,000 | | \$0 |
| NET OPERATING INCOME | | \$3,121,320 | | \$0 |
| FINANCIAL EXPENSES: 6800 | | | | |
| 6820 | 1st Mortgage Debt Service | \$2,650,041 | | \$0 |
| 6830 | 2nd Mortgage Debt Service | \$0 | | \$0 |
| 6840 | 3rd Mortgage Debt Service | \$0 | | \$0 |
| 6890 | Miscellaneous Financial Expenses: (specify) | \$0 | | \$0 |
| 6800T | TOTAL FINANCIAL EXPENSES | \$2,650,041 | | \$0 |
| CASH FLOW | | \$471,279 | | \$0 |
| 7190 | Asset Management/Similar Fees | \$34,426 | | \$0 |
| Total Operating Expenses Per Unit | | <u>Per Year</u> | <u>Per Month</u> | |
| Without any Adjustments | | \$12,543 | \$1,045 | |
| With the Value of Rent-Free Units Included | | \$12,543 | \$1,045 | |
| Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included | | \$11,582 | \$965 | |

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Potrero Block B

CASH FLOW ANALYSIS

| Income from Restricted Units based on: | | O Restricted Rents | | | Proposed Rents | | | UA Version 12/31/19 | | | | | | | | | | | | | | |
|---|-------|--------------------|------------------|------------------|------------------|------------------|------------------|---------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|------------------|--|
| INCOME FROM HOUSING UNIT: Inflation | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | Year 6 | Year 7 | Year 8 | Year 9 | Year 10 | Year 11 | Year 12 | Year 13 | Year 14 | Year 15 | Year 16 | Year 17 | Year 18 | Year 19 | Year 20 | |
| Restricted Unit Rents | 2.5% | 2,208,240 | 2,263,446 | 2,320,032 | 2,378,033 | 2,437,484 | 2,498,421 | 2,560,881 | 2,624,903 | 2,690,526 | 2,757,789 | 2,826,734 | 2,897,402 | 2,969,837 | 3,044,083 | 3,120,185 | 3,198,190 | 3,278,145 | 3,360,098 | 3,444,101 | 3,530,203 | |
| Unrestricted Units | 2.5% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Tenant Assistance Payments | | | | | | | | | | | | | | | | | | | | | | |
| Program: RAD | 2.5% | 47,172 | 48,351 | 49,560 | 50,799 | 52,069 | 53,371 | 54,705 | 56,073 | 57,475 | 58,911 | 60,384 | 61,894 | 63,441 | 65,027 | 66,653 | 68,319 | 70,027 | 71,778 | 73,572 | 75,412 | |
| Program: PBV | 2.5% | 3,201,444 | 3,281,480 | 3,363,517 | 3,447,605 | 3,533,795 | 3,622,140 | 3,712,694 | 3,805,511 | 3,900,649 | 3,998,165 | 4,098,119 | 4,200,572 | 4,305,586 | 4,413,226 | 4,523,557 | 4,636,645 | 4,752,562 | 4,871,376 | 4,993,160 | 5,117,989 | |
| Operating Subsidies | 2.0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Other: (specify) | 2.5% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| GROSS POTENTIAL INCOME - HOUSING | | 5,456,856 | 5,593,277 | 5,733,109 | 5,876,437 | 6,023,348 | 6,173,932 | 6,328,280 | 6,486,487 | 6,648,649 | 6,814,865 | 6,985,237 | 7,159,868 | 7,338,865 | 7,522,336 | 7,710,395 | 7,903,155 | 8,100,733 | 8,303,252 | 8,510,833 | 8,723,604 | |
| OTHER INCOME | | | | | | | | | | | | | | | | | | | | | | |
| Laundry & Vending | 2.5% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Other Income | 2.5% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Commercial Income | 2.5% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| GROSS POTENTIAL INCOME - OTHER | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| GROSS POTENTIAL INCOME - TOTAL | | 5,456,856 | 5,593,277 | 5,733,109 | 5,876,437 | 6,023,348 | 6,173,932 | 6,328,280 | 6,486,487 | 6,648,649 | 6,814,865 | 6,985,237 | 7,159,868 | 7,338,865 | 7,522,336 | 7,710,395 | 7,903,155 | 8,100,733 | 8,303,252 | 8,510,833 | 8,723,604 | |
| VACANCY ASSUMPTIONS | | | | | | | | | | | | | | | | | | | | | | |
| Restricted Units | 5.0% | 110,412 | 113,172 | 116,002 | 118,902 | 121,874 | 124,921 | 128,044 | 131,245 | 134,526 | 137,889 | 141,337 | 144,870 | 148,492 | 152,204 | 156,009 | 159,909 | 163,907 | 168,005 | 172,205 | 176,510 | |
| Unrestricted Units | 5.0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Tenant Assistance Payments | 5.0% | 162,431 | 166,492 | 170,654 | 174,920 | 179,293 | 183,776 | 188,370 | 193,079 | 197,906 | 202,854 | 207,925 | 213,123 | 218,451 | 223,913 | 229,510 | 235,248 | 241,129 | 247,158 | 253,337 | 259,670 | |
| Other: (specify) | 5.0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Laundry/Vending/Other Income | 5.0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Commercial Income | 50.0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL VACANCY LOSS | | 272,843 | 279,664 | 286,655 | 293,822 | 301,167 | 308,697 | 316,414 | 324,324 | 332,432 | 340,743 | 349,262 | 357,993 | 366,943 | 376,117 | 385,520 | 395,158 | 405,037 | 415,163 | 425,542 | 436,180 | |
| EFFECTIVE GROSS INCOME | | 5,184,013 | 5,313,614 | 5,446,454 | 5,582,615 | 5,722,181 | 5,865,235 | 6,011,866 | 6,162,163 | 6,316,217 | 6,474,122 | 6,635,975 | 6,801,875 | 6,971,921 | 7,146,219 | 7,324,875 | 7,507,997 | 7,695,697 | 7,888,089 | 8,085,291 | 8,287,424 | |
| OPERATING EXPENSES & RESERVE DEPOSITS | | | | | | | | | | | | | | | | | | | | | | |
| Residential Exp. (w/o Real Estate) | | | | | | | | | | | | | | | | | | | | | | |
| Taxes & Sup. Services | 3.5% | 1,818,443 | 1,882,089 | 1,947,962 | 2,016,140 | 2,086,705 | 2,159,740 | 2,235,331 | 2,313,567 | 2,394,542 | 2,478,351 | 2,565,093 | 2,654,872 | 2,747,792 | 2,843,965 | 2,943,504 | 3,046,526 | 3,153,155 | 3,263,515 | 3,377,738 | 3,495,959 | |
| Real Estate Taxes | 2.0% | 1,000 | 1,020 | 1,040 | 1,061 | 1,082 | 1,104 | 1,126 | 1,149 | 1,172 | 1,195 | 1,219 | 1,243 | 1,268 | 1,294 | 1,319 | 1,346 | 1,373 | 1,400 | 1,428 | 1,457 | |
| Supportive Services Costs | 2.5% | 149,750 | 153,494 | 157,331 | 161,264 | 165,296 | 169,428 | 173,664 | 178,006 | 182,456 | 187,017 | 191,693 | 196,485 | 201,397 | 206,432 | 211,593 | 216,883 | 222,305 | 227,862 | 233,559 | 239,398 | |
| Replacement Reserve | 0.0% | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | 78,500 | |
| Other Reserves | 0.0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Ground Lease | 0.0% | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | |
| Commercial Expenses | 3.5% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| TOTAL EXPENSES & RESERVES | | 2,062,693 | 2,130,102 | 2,199,833 | 2,271,966 | 2,346,584 | 2,423,772 | 2,503,621 | 2,586,222 | 2,671,670 | 2,760,063 | 2,851,505 | 2,946,100 | 3,043,958 | 3,145,191 | 3,249,916 | 3,358,255 | 3,470,332 | 3,586,278 | 3,706,225 | 3,830,314 | |
| NET OPERATING INCOME | | 3,121,320 | 3,183,511 | 3,246,621 | 3,310,649 | 3,375,597 | 3,441,463 | 3,508,245 | 3,575,941 | 3,644,547 | 3,714,059 | 3,784,470 | 3,855,774 | 3,927,964 | 4,001,029 | 4,074,959 | 4,149,742 | 4,225,364 | 4,301,811 | 4,379,066 | 4,457,110 | |
| DEBT SERVICE | | | | | | | | | | | | | | | | | | | | | | |
| 1st Mortgage | | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | |
| Bridge Loan (repaid from Investor equity) | | | | | | | | | | | | | | | | | | | | | | |
| 2nd Mortgage | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| 3rd Mortgage Debt Service | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Misc. Financial Expenses: (specify) | | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Total Required Debt Service | | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | 2,650,041 | |
| CASH FLOW after all debt service | | 471,279 | 533,470 | 596,579 | 660,608 | 725,556 | 791,421 | 858,204 | 925,900 | 994,506 | 1,064,017 | 1,134,429 | 1,205,733 | 1,277,922 | 1,350,987 | 1,424,918 | 1,499,701 | 1,575,323 | 1,651,770 | 1,729,025 | 1,807,069 | |
| DEBT SERVICE COVERAGE RATIO | | 1.18 | 1.20 | 1.23 | 1.25 | 1.27 | 1.30 | 1.32 | 1.35 | 1.38 | 1.40 | 1.43 | 1.45 | 1.48 | 1.51 | 1.54 | 1.57 | 1.59 | 1.62 | 1.65 | 1.68 | |
| Use of Cash Flow After Debt Service - HCD Projects | | | | | | | | | | | | | | | | | | | | | | |
| Asset Mgmt./ Similar Fees | | 34,426 | 35,631 | 36,878 | 38,168 | 39,504 | 40,887 | 42,318 | 43,799 | 45,332 | 46,919 | 48,561 | 50,260 | 52,020 | 53,840 | 55,725 | 57,675 | 59,694 | 61,783 | 63,945 | 66,183 | |
| Deferred Developer Fee prior to Distributions & residual receipt payments | | 436,853 | 497,839 | 366,620 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Cash Available for Residual Receipts Loans and Sponsor Distributions | | 0 | 0 | 193,082 | 622,440 | 686,051 | 750,535 | 815,886 | 882,100 | 949,174 | 1,017,099 | 1,085,868 | 1,155,473 | 1,225,903 | 1,297,147 | 1,369,193 | 1,442,026 | 1,515,629 | 1,589,987 | 1,665,079 | 1,740,885 | |
| Sponsor Distributions | 50% | 0 | 0 | 96,541 | 311,220 | 343,026 | 375,267 | 407,943 | 441,050 | 474,587 | 508,549 | 542,934 | 577,736 | 612,951 | 648,574 | 684,596 | 721,013 | 757,815 | 794,994 | 832,540 | 870,443 | |
| HCD Residual Payment | 50% | 0 | 0 | 96,541 | 311,220 | 343,026 | 375,267 | 407,943 | 441,050 | 474,587 | 508,549 | 542,934 | 577,736 | 612,951 | 648,574 | 684,596 | 721,013 | 757,815 | 794,994 | 832,540 | 870,443 | |
| Other Residual Payments | 0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Other Residual Payments | 0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Other Residual Payments | 0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Other Residual Payments | 0% | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Max Asset Mgmt/Similar Fees | 3.5% | 34,426 | 35,631 | 36,878 | | | | | | | | | | | | | | | | | | |

Application Development Team (ADT) Support Form

UA Version 12/31/19

Complete the "yellow" cells in the form below and email entire workbook to: AppSupport@hcd.ca.gov. We will respond to your request ASAP.

| Full Name: | | Date Requested: | | Application | | | | |
|----------------|----------------------|-----------------|---------|----------------|----------------|---------|------------|-------------|
| Organization: | | Email: | | Contact Phone: | | | | |
| Justification: | | | | | | | | |
| | | | | | | | | |
| Issue # | Program Name & Round | Tab | Section | Cell# | Update/Comment | Urgency | ADT Status | Status Date |
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HOPE SF Potrero Block B Overview

12/23/19

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 FAAST. [Click here for FAAST 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)? **QIA**

QIA Name: **HOPE SF Potrero Block B** County QIA 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)(1) For purposes of evaluating applications from Large Jurisdictions: QIA means a contiguous area located within an Urbanized Area (i) that has been previously developed, or where at least 75% 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 QIP.

QIA - Provide the description of the Project Area including the designated housing within the QIA.

The project's QIA area is located within Urbanized Area UA 78904, San Francisco--Oakland as defined by the United States Census Bureau. We have uploaded the the 2010 US Census Urbanized Reference Map. The QIP has been approved. The Potrero HOPE SF Phase 2 Development Agreement was approved on October 13, 2017 and is uploaded as E&L #3. The QIA BOUNDARY is SW corner of 25th St. to SW corner of Wisconsin St., South on Wisconsin to NE corner of 26th St., East on 26th St. to NW corner of Connecticut Ave. and NW corner of Connecticut Ave. to SW corner of 26th St. San Francisco, CA 94107.

QIA - include all info for all QIPs. *For all QIA attachments, clearly identify and label the required QIP documents* All required QIP docs identified? Yes

| Required QIP # | QIP Name | QIP Brief Description | QIP Address | QIP City | QIP Zip | Census Tract | APN |
|----------------|-------------------------|---|------------------|---------------|---------|--------------|-----------|
| QIP #1 | HOPE SF Potrero Block B | The project will contain 157 residential units (118 units as project-based Section 8 public housing replacement, 38 units restricted to incomes at 30%, 50% and 60% Area Median Income (AMI), and one manager unit). Amenities provide at the project include: mini-park (2,600 sf) with public space, child care facility. | 1845 25th Street | San Francisco | 94107 | 0607506140 | 4285B-001 |
| QIP #2 | | | | | | | |
| QIP #3 | | | | | | | |
| QIP #4 | | | | | | | |
| QIP #5 | | | | | | | |

| Name(s) of QIP(s) that CIP will support | Related CIP Description and Scope §304 |
|---|---|
| HOPE SF Potrero Block B | Infill Infrastructure Grant funds will be utilized for the following site work, infrastructure, and qualified infill project costs: - Podium parking garage to include 65 parking spaces; - 3,600 SF privately owned public open space (POPOS); - A secure 3,848 SF outdoor play space exclusively for use by the onsite childcare center; - A switch gear station that will transfer power between the infrastructure of PG&E to the SFPU, who will be the utility provider to |
| | |
| | |
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| | |

Is the required QIP a scattered site project? No If yes, complete the section below

| | |
|--------------|-------------------------|
| Site Address | Homeownership or Rental |
| | |

| | | | |
|--|-------|--|--|
| Required QIP - Total Land Area in Acres: | 1.7 | Other QIP(s) - Total Land Area in Acres: | |
| Required QIP - Commercial Square Feet | 5,835 | Other QIP(s) - Commercial Square Feet | |

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 | BRIDGE Housing Corporation | Applicant Type | Nonprofit Developer applying jointly §302(j)(2) |
| Address | 600 California St, Suite 900 | City | San Francisco |
| | | State | CA |
| | | Zip | 94108 |
| Auth Rep | Kimberly McKay | Title | Executive Vice President |
| | | Authorized Rep. Email | kmckay@bridgehousing.com |
| | | Phone | 949-229-7070 x 3565 |
| Contact | Marie Debor | Title | Vice President of Development |
| | | Contact Email | mdebor@bridgehousing.com |
| | | Contact Phone | 415-989-1111 x7075 |

| | | | | | | | | | | |
|---|----------------------------------|---|------------------------|-----------------------|-------------------------|----------------|-----------------|----------------|-------|--|
| Address | 600 California St, Suite 900 | | | City | San Francisco | State | CA | Zip | 94108 | |
| Applicant #2 | | | | | | | | | | |
| Entity Name | City and County of San Francisco | | | | Applicant Type | City | | | | |
| Address | 1 S. Van Ness Avenue | | | City | San Francisco | State | CA | Zip | 94103 | |
| Auth Rep | Mara Blitzler | Title | Dir. of Housing Dev. | Authorized Rep. Email | mara.blitzler@sfgov.org | | Phone | 415-701-5544 | | |
| Contact | Sara F. Amaral | Title | Senior Project Manager | Contact Email | sara.amaral@sfgov.org | | Contact Phone | 415-701-5614 | | |
| Address | 1 South Van Ness | | | 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. | | | | | | | | | | |
| <i>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.</i> | | | | | | | | | | |
| <ul style="list-style-type: none"> ▪ <i>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.</i> ▪ <i>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.</i> ▪ <i>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.</i> ▪ Wet signature originals must be submitted at application due date. | | | | | | | | | | |
| FAAST File: | App1 Reso | Resolution (wet signature required) | | | | Copy submitted | Y | File Uploaded? | Yes | |
| FAAST File: | App2 Reso | Resolution (wet signature required) | | | | Copy submitted | Y | 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? | Yes | | |
| FAAST File: | App2 OrgChart | Organizational Chart | | | | | Files Uploaded? | N/A | | |
| FAAST File: | App1 Org1, App1 Org2, etc. | Organizational Documents | | | | | Files Uploaded? | Yes | | |
| FAAST File: | App2 Org1, App2 Org2, etc. | Organizational Documents | | | | | Files Uploaded? | N/A | | |
| 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 | | |

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. 12/23/19

HOPE SF Potrero Block B 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.:

Infill Infrastructure Grant funds will be utilized for the following site work, infrastructure, and qualified infill project costs:

- Podium parking garage to include 65 parking spaces;
- 3,600 SF privately owned public open space (POPOS);
- A secure 3,848 SF outdoor play space exclusively for use by the onsite childcare center;
- A switch gear station that will transfer power between the infrastructure of PG&E to the SFPUC, who will be the utility provider to consumers on site;
- Reconstruction of blocks w/ new sidewalks and landscaping within the property area of Block B;
- Site clearing, grading and utility extensions; and
- 400ft extension of Arkansas St.

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

On-site services will be offered by a 3rd party provider who will staff 1.5 FTE at the site to offer: information and referral, service navigation, housing stabilization, activities and program that support community building, and access to local resources. In addition the resident services staff will provide support to residents one-on-one, as needed, and group support that addresses common needs (e.g. information about health insurance).

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

RELOCATION - The site included in the Phase II redevelopment of HOPE SF Rebuild Potrero project. This process will require the demolition of 92 existing units which are currently vacant. The previous residents were all permanently relocated in compliance with Existing 49 CFR Part 24 - Uniform Relocation and Real Property Acquisition Policies Act of 1970, as amended the California Government Code Title 1, Chapter 16, Section 7260-7277 – State of California Relocation Assistance Law. Please reference the uploaded Relocation Plan for more details. **TOPOGRAPHY** - The hilly topography on site will require extensive engineering and grading before new street block, utilities, and hardscape can be constructed around the future parcel. Once this process is complete, the vertical construction can begin, which will include two "L" shaped buildings constructed on a multi-level podium that steps down the hillside topography. The podium will be Type I concrete and steel construction with a Type III residential superstructure on top. The building will include a new childcare center relocated from the Potrero Annex, community room, bike storage, enclosed parking, and a switch gear station converting hi-voltage power for distribution from PG&E for future SFPUC consumers across the entire 38-acre redevelopment project.

4. Explain any required demolition at the required QIP:

Block B is a part of the Phase II infrastructure development area of the HOPE SF Rebuild Potrero project. This includes the demolition of 92 existing multi-family units spread across eight (8) two-three story barrack style buildings constructed during the 1940's. After demolition, the parcel will be graded and subdivided through the tentative map process in compliance with state and local regulations governing subdivisions. This will create Blocks A (market rate and not part of this application) and Block B (100% affordable).

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

BRIDGE Housing Corporation was formed in 1983 with a mission to develop large volumes of high-quality, affordable homes in California. Transit-oriented development, which benefits people, neighborhoods, the environment and the economy, is one of BRIDGE's key strategies to achieving growth and sustainability. BRIDGE has created more than 75 transit-oriented and transit friendly developments, representing over 10,000 of the homes we have developed. BRIDGE's commitment to smart growth, affordability and green principles has focused the organization, with thousands of additional homes in the transit-friendly pipeline.

In its 30-year history, BRIDGE has become one of the largest non-profit housing developers of multifamily homes in the United States. BRIDGE carries out its development work both on its own and in partnership with local government, foundations, private sector partners and other non-profit groups. The organization's successful endeavors with large scale mixed-use and mixed-income developments throughout California attest to BRIDGE's holistic approach to community development.

Working with partners, BRIDGE serves communities by designing housing solutions that also create jobs, retail activity, provides access to transit services, and open space; all

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.

HOPE SF Potrero Block B has not previously received funding awards from HCD.

| | | | | | | | | | | | | | | |
|---------------------------------|------------------------|-------------|----------|----------|----------|----------|----------|------------|------------|------------|------------|------------|------------|------------|
| Owner | <= 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 | | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | <= 60% AMI to >50% AMI | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | <= 50% AMI to >40% AMI | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | <= 40% AMI to >30% AMI | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | <= 30% AMI | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| | Total Rental | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Rental & Owner | 0.00 | 0 | 0 | 0 | 0 | 0 | 0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |

HOPE SF Potrero Block B 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 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 QIA 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 QIA 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) QIA 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 QIA include not less than 15% of total residential units as Affordable Units (AU) in QIA | | | | | | | | | | Total QIA AUs | 156 | Total QIA Units | 157 | Yes |
| Required QIP Residential Units | Total QIP Rental AUs | 156 | Total QIP Ownership AUs | 0 | Total QIP AUs | 156 | Total QIP Units | 157 | | | | | | |
| 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) | 125.3 | Is the QIA density equal to or greater than required §303(c)(5)? | Yes |
| Total QIA Site Area in Square Feet | 74,488 | 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: | | 0 | | | | | | | |
| Less QIA Qualified Site Deductions* in square feet | | | | | 1 Bedroom Density Calculation: | | 42 | | | | | | | |
| Public Streets | | | | | 2 Bedroom Density Calculation: | | 66 | | | | | | | |
| Public Sidewalks | | | | | 3 Bedroom Density Calculation: | | 70 | | | | | | | |
| Public Open Space | 3,600 | If QIA contains commercial answer V22-23 below: | | | 4 Bedroom Density Calculation: | | 20 | Commercial | | | | | | |
| Public Drainage Facilities | | Square ft. of largest residential unit: 1,582 | | | Commercial Density Calculation: | | 5 | Square Ft. | 5,835 | | | | | |
| Net Site Area in Acres (43,560 square feet per acre) | 1.63 | 2 | # of bedrooms in largest unit: 4 | | QIA adjusted net density as a percentage of required density §309(c)(2) | | | 417.65% | | | | | | |
| (c)(6) Is QIA located in area designated for mixed-use or residential development pursuant to one of the following plans? If yes, select plan. | | | | | | | | | | (C) A specific plan adopted pursuant to Gov. Code §65450 | | | | |
| 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. | | | | | | | | | | Yes | | | | |
| (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? | | | | | | | | | | Yes | | | | |
| (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)? | | | | | | | | | | Yes | | | | |
| 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: | | | | | | | | | | 50 | 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? | | | | | | | | | | Yes | If yes, impact fees do not to exceed 5% of the total Program grant amount? Describe fee(s), the association to CIP and locality: | | | | |
| Impact Fees will not exceed 5% of total program grant. Page 139 of the Development Agreeemnt lists all the applicable impact fees. Since the project is 100% affordable housing there will be no impact fees charged except the School Impact Fee that will be credited back to the project at a later date. | | | | | | | | | | | | | | | |

| | | | | | | | | | |
|---|--|--|--|--|--|--|--|--|--|
| 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): | Disposition and Development Agreement | | | | | Most recent document execution date: | 3/4/17 | | | |
| (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: | | | | | | | | | | |
| | | | | | | | | | | |
| 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)? | | | | | | | | | | Yes |

| | | | | | | | | | |
|--|------------------------------|--|---------|---|--------------|------------------------|----------|----------------|--------|
| 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 | | The construction of Block B will require the demolition of 92 existing multi-family apartments within eight buildings. Of these units, none are currently occupied. All the households have been permanently relocated, the bulk of which were directly relocated across the street to the newly constructed Block X. Under the requirements of the executed Master Development Agreement, BRIDGE has been working with and will continue to work SFHA and CCSF to accommodate the residents' temporary and/or permanent relocations both financially and with community based services including the Shanti Project (occupational, mental | | | | | | | |
| 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> | | | | | | | | | Yes |
| FAAST File: | Market Study | Applicants must provide a completed market study prepared within one year of the application due date. | | | | | | File Uploaded? | Yes |
| Tax Credits (TC) | | | | | | | | | |
| Select appropriate entry for each item: | | | | | | | | | |
| Type (Select One): | 4% | Federal: | Yes | Proposed Equity Investor Contribution (\$): | \$55,940,654 | Anticipated TC Factor: | \$0.9800 | App. Rate: | 3.18% |
| | | State: | Yes | Proposed Equity Investor Contribution (\$): | \$19,290,055 | Anticipated TC Factor: | \$0.7125 | App. Rate: | 30.00% |
| Timeframe for Applying for 4% TC | | Proposed Month: | October | 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? | | | | | | | | | |
| What covenants or regulatory agreements are anticipated? | | TCAC, CDLAC, FHLB Affordable Housing Program and HCD regulatory agreements | | | | | | | |
| 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". | | | | | | | | | |
| Required QIP Milestones | | | | | | | | | |
| | | | | | | | | Milestone Date | |
| Executed binding agreement between Applicant and developer of the proposed QIP detailing the terms and conditions of the development. | | | | | | | | 3/3/17 | |
| Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority. | | | | | | | | 1/31/22 | |
| Commencement of construction. | | | | | | | | 7/30/22 | |
| Construction complete and the filing of the Notice of Completion. | | | | | | | | 1/31/25 | |
| Program funds fully disbursed. | | | | | | | | 7/30/25 | |
| CIP Milestones | | | | | | | | | |
| | | | | | | | | Milestone Date | |
| Executed binding agreement between Applicant and developer of the proposed CIP detailing the terms and conditions of the development. | | | | | | | | 3/3/17 | |
| Obtaining all necessary and discretionary public land use approvals. | | | | | | | | 10/13/17 | |
| Obtaining all enforceable funding commitments for all CIP construction period financing. | | | | | | | | 12/1/21 | |
| Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority. | | | | | | | | 1/31/22 | |
| Commencement of construction. | | | | | | | | 7/30/22 | |
| Construction complete and the filing of the Notice of Completion. | | | | | | | | 1/31/25 | |
| Program funds fully disbursed. | | | | | | | | 7/30/25 | |

HOPE SF Potrero Block B QIP(s) and all CIP(s) Sources of Funds

12/23/19

See §310(a)(4) for an explanation of funding commitments

QIP (Required by QIA) and all CIPs Construction Period Sources of Funds

| Committed by Application Due Date? | Rental vs Owner | CIP or QIP #1 | Source Name (listed in order of lien priority) | Source Type | Local Support §310(a)(5) | Lien No. | Residential Amount | Commercial Amount | Total Amount | Interest Rate | Required Payment | Loan Term (months) | *Details of Deferred Costs | |
|------------------------------------|-----------------|---------------|--|----------------------------------|---------------------------|----------|--------------------|-------------------|---------------|---------------|------------------|--------------------|----------------------------|---|
| | | | | | | | | | | | | | Amount | Description |
| 1 | Yes | Rental | CIP | IIG CIP Grant | State-HCD | No | \$11,699,000 | | \$11,699,000 | | | | \$1,301,312 | Deferred Developer Fee |
| 2 | Yes | Rental | QIP #1 | Tax-Exempt Construction Loan | Private | No | \$71,660,000 | | \$71,660,000 | 5.10% | | 30 | \$1,198,688 | Developer Fee paid at perm loan convert |
| 3 | Yes | Rental | QIP #1 | Taxable Tail | Private | No | \$32,264,882 | | \$32,264,882 | 5.45% | | 30 | \$2,332,099 | HCD Required Transition Reserve |
| 4 | Yes | Rental | QIP #1 | SF MOHCD Gap Loan | Local | Yes | \$15,688,292 | | \$15,688,292 | | | | \$1,181,099 | Capitalized Operating Reserve |
| 5 | No | Rental | QIP #1 | AHP | Private | No | \$1,500,000 | | \$1,500,000 | | | | \$64,370 | TCAC Monitoring Fees |
| 6 | Yes | Rental | QIP #1 | Cap. Cont. - GP | Other | No | \$500,000 | | \$500,000 | | | | \$27,500 | Perm Loan Fees |
| 7 | | | | | | | | | \$0 | | | | | |
| 8 | | | | | | | | | \$0 | | | | | |
| 9 | | | | | | | | | \$0 | | | | | |
| 10 | | | | | | | | | \$0 | | | | | |
| 11 | | | | | | | | | \$0 | | | | | |
| 12 | | | | | | | | | \$0 | | | | | |
| 13 | | | | | | | | | \$0 | | | | | |
| 14 | | | | | | | | | \$0 | | | | | |
| 15 | | | | | | | | | \$0 | | | | | |
| 16 | | | | | | | | | \$0 | | | | | |
| 17 | | | | | | | | | \$0 | | | | | |
| 18 | | | | | | | | | \$0 | | | | | |
| 19 | | | | | | | | | \$0 | | | | | |
| 20 | | | | Deferred Costs (detail at right) | | | | | | \$6,105,068 | | | \$6,105,068 | |
| 21 | Yes | Rental | QIP #1 | Equity Investor | To be determined | | | | \$7,523,071 | | | | \$7,523,071 | |
| | | \$139,335,245 | <Total funds committed | 98.93% | <% Funds committed | | TOTALS | | \$146,940,313 | \$0 | \$146,940,313 | | \$6,105,068 | |
| 157 | <Rental Units | \$139,335,245 | <Total Rental funds committed | 98.93% | <% Rental funds committed | | | | | | | | | |
| 0 | <Owner Units | \$0 | <Total Owner funds committed | 0.00% | <% Owner funds committed | | | | | | | | | |
| | | \$11,699,000 | <Total CIP funds committed | 100.00% | <% Funds committed | | | | | | | | | |

QIPs (excluding the required QIP above) Construction Period Sources of Funds

| Committed by Application Due Date? | Rental vs Owner | QIP #2, 3, 4 or 5 | Source Name (listed in order of lien priority) | Source Type | Local Support §310(a)(5) | Lien No. | Residential Amount | Commercial Amount | Total Amount | Interest Rate | Required Payment | Loan Term (months) | *Details of Deferred Costs | |
|------------------------------------|-----------------|-------------------|--|----------------------------------|--------------------------|----------|--------------------|-------------------|--------------|---------------|------------------|--------------------|----------------------------|-------------|
| | | | | | | | | | | | | | Amount | Description |
| 1 | | | | | | | | | \$0 | | | | | |
| 2 | | | | | | | | | \$0 | | | | | |
| 3 | | | | | | | | | \$0 | | | | | |
| 4 | | | | | | | | | \$0 | | | | | |
| 5 | | | | | | | | | \$0 | | | | | |
| 6 | | | | | | | | | \$0 | | | | | |
| 7 | | | | | | | | | \$0 | | | | | |
| 8 | | | | | | | | | \$0 | | | | | |
| 9 | | | | | | | | | \$0 | | | | | |
| 10 | | | | | | | | | \$0 | | | | | |
| 11 | | | | | | | | | \$0 | | | | | |
| 12 | | | | | | | | | \$0 | | | | | |
| 13 | | | | | | | | | \$0 | | | | | |
| 14 | | | | | | | | | \$0 | | | | | |
| 15 | | | | | | | | | \$0 | | | | | |
| 16 | | | | | | | | | \$0 | | | | | |
| 17 | | | | | | | | | \$0 | | | | | |
| 18 | | | | | | | | | \$0 | | | | | |
| 19 | | | | | | | | | \$0 | | | | | |
| 20 | | | | Deferred Costs (detail at right) | | | | | \$0 | | | | \$0 | |
| 21 | Yes | | | Equity Investor | | | | | \$0 | | | | \$0 | |
| | | \$0 | <Total funds committed | 0.00% | <% Funds committed | | TOTALS | | \$0 | \$0 | \$0 | | \$0 | |

QIP (Required by QIA) and all CIP Permanent Sources of Funds

| Committed by Application Due Date? | Rental vs Owner | Source Name (listed in order of lien priority) | Source Type | Local Support §310(a)(5) | Lien No. | Residential Amount | Commercial Amount | Total Amount | Interest Rate | | Repayment Terms | | Amortization Period (yrs.) | Required Residential Debt Service | Required Commercial Debt Service | Balloon? |
|------------------------------------|-----------------|--|-------------------------------|--------------------------|---------------------------|--------------------|-------------------|---------------|----------------|---------------|------------------|--------------|----------------------------|-----------------------------------|----------------------------------|----------|
| | | | | | | | | | Type | Rate | Type | Due in (yrs) | | | | |
| 1 | Yes | Rental | IIG CIP Grant | State-HCD | No | \$11,699,000 | | \$11,699,000 | | | | | | | | N/A |
| 2 | Yes | Rental | Tax-Exempt Perm Loan | Private | No | \$41,021,000 | | \$41,021,000 | Fixed for Term | 5.03% | Fully Amortized | 30 | 30 | \$2,650,041 | | No |
| 3 | Yes | Rental | SF MOHCD Gap Loan | Local | Yes | \$15,688,292 | | \$15,688,292 | Fixed for Term | 0.00% | Residual Receipt | 55 | | | | Yes |
| 4 | No | Rental | AHP | Private | No | \$1,500,000 | | \$1,500,000 | Fixed for Term | 0.00% | Residual Receipt | 55 | 0 | | | Yes |
| 5 | Yes | Rental | Cap. Cont. - GP | Private | No | \$500,000 | | \$500,000 | | | | | | | | N/A |
| 6 | | | | | | | | \$0 | | | | | | | | |
| 7 | | | | | | | | \$0 | | | | | | | | |
| 8 | | | | | | | | \$0 | | | | | | | | |
| 9 | | | | | | | | \$0 | | | | | | | | |
| 10 | | | | | | | | \$0 | | | | | | | | |
| 12 | | | | | | | | \$0 | | | | | | | | |
| 12 | | | | | | | | \$0 | | | | | | | | |
| 13 | | | | | | | | \$0 | | | | | | | | |
| 14 | | | | | | | | \$0 | | | | | | | | |
| 15 | Yes | Rental | Deferred Costs | | | Private | | | \$1,301,312 | | | | | | | |
| 16 | Yes | Rental | Equity Investor | TBD | | | | \$75,230,709 | | | | | | | | |
| | | | | TOTALS | | | | \$146,940,313 | \$0 | \$146,940,313 | | | TOTALS | \$2,650,041 | \$0 | |
| 157 | <Rental Units | \$145,440,313 | <Total Rental funds committed | 99.86% | <% Rental funds committed | | | | | | | | | | | |
| 0 | <Owner units | \$0 | <Total Owner funds committed | 0.00% | <% Owner funds committed | | | | | | | | | | | |

Applicant Comments: Include a description of unusual or extraordinary circumstances that have resulted in higher than expected project costs and provide a justification as to why these costs are reasonable.

HOPE SF Potrero Block B QIP (Required by QIA) Residential and all CIP Permanent Sources of Funds

Commercial Sources

| USES OF FUNDS | IIG CIP Grant | Tax-Exempt Perm Loan | SF MOHCD Gap Loan | AHP | Cap. Cont. - GP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Deferred Costs | Equity Investor | Total Residential Sources/Costs | Total Commercial Sources/Costs | Source Name: | Source Name: |
|--|---------------|----------------------|-------------------|-------------|-----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------------|-----------------|---------------------------------|--------------------------------|--------------|--------------|
| Required QIP (QIA applications only) | | | | | | | | | | | | | | | | | | | | | |
| LAND COST/ACQUISITION | | | | | | | | | | | | | | | | | | | | | |
| Land Cost or Value | | | | | | | | | | | | | | | | | \$1 | \$1 | \$0 | | |
| Demolition | | | | | | | | | | | | | | | | | | | \$0 | | |
| Legal | | | | | | | | | | | | | | | | | | | \$0 | | |
| Land Lease Rent Prepayment | | | | | | | | | | | | | | | | | | | \$0 | | |
| Total Land Cost or Value | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1 | \$1 | \$0 | \$0 |
| Existing Improvements Cost or Value | | | | | | | | | | | | | | | | | | | \$0 | | |
| Off-Site Improvements | | | | | | | | | | | | | | | | | | | \$0 | | |
| Total Acquisition Cost | | \$0 | \$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 | \$1 | \$1 | \$0 | \$0 |
| Predevelopment Interest/Holding Cost | | | | | | | | | | | | | | | | | \$261,250 | \$261,250 | \$0 | | |
| Assumed, Accrued Interest on Existing Debt (Rehab/Acq) | | | | | | | | | | | | | | | | | | | \$0 | | |
| Excess Purchase Price Over Appraisal | | | | | | | | | | | | | | | | | | | \$0 | | |
| Total Relocation Expenses | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| NEW CONSTRUCTION | | | | | | | | | | | | | | | | | | | | | |
| Site Work | | | | | | | | | | | | | | | | | | \$3,880,687 | \$3,880,687 | \$0 | |
| Structures | | \$41,021,000 | \$15,688,292 | \$1,500,000 | | | | | | | | | | | | | | \$32,579,735 | \$90,789,027 | \$0 | |
| General Requirements | | | | | | | | | | | | | | | | | | \$3,000,000 | \$3,000,000 | \$0 | |
| Contractor Overhead | | | | | | | | | | | | | | | | | | \$1,639,812 | \$1,639,812 | \$0 | |
| Contractor Profit | | | | | | | | | | | | | | | | | | \$1,639,812 | \$1,639,812 | \$0 | |
| Prevailing Wages | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| General Liability Insurance | | | | | | | | | | | | | | | | | | \$1,393,175 | \$1,393,175 | \$0 | |
| Urban Greening | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Other New Construction: Environmental Remediation | | | | | | | | | | | | | | | | | | \$800,000 | \$800,000 | \$0 | |
| Other New Construction: (Specify) | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Other New Construction: (Specify) | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Total New Construction Costs | | \$41,021,000 | \$15,688,292 | \$1,500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$44,933,221 | \$103,142,513 | \$0 | \$0 |
| ARCHITECTURAL FEES | | | | | | | | | | | | | | | | | | | | | |
| Design | | | | | | | | | | | | | | | | | | \$3,245,000 | \$3,245,000 | \$0 | |
| Supervision | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Total Architectural Costs | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,245,000 | \$3,245,000 | \$0 | \$0 |
| Total Survey & Engineering | | | | | | | | | | | | | | | | | | \$765,000 | \$765,000 | \$0 | |
| CONSTRUCTION INTEREST & FEES | | | | | | | | | | | | | | | | | | | | | |
| Construction Loan Interest | | | | | | | | | | | | | | | | | | \$7,943,800 | \$7,943,800 | \$0 | |
| Origination Fee | | | | | | | | | | | | | | | | | | \$1,039,249 | \$1,039,249 | \$0 | |
| Credit Enhancement/Application Fee | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Bond Premium | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Cost of Issuance | | | | | | | | | | | | | | | | | | \$541,381 | \$541,381 | \$0 | |
| Title & Recording | | | | | | | | | | | | | | | | | | \$85,000 | \$85,000 | \$0 | |
| Taxes | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Insurance | | | | | | | | | | | | | | | | | | \$700,000 | \$700,000 | \$0 | |
| Employment Reporting | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Other Construction Int. & Fees: Lender Expenses | | | | | | | | | | | | | | | | | | \$63,000 | \$63,000 | \$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 | \$10,372,430 | \$10,372,430 | \$0 | \$0 |
| PERMANENT FINANCING | | | | | | | | | | | | | | | | | | | | | |
| Loan Origination Fee | | | | | | | | | | | | | | | | | | \$410,210 | \$410,210 | \$0 | |
| Credit Enhancement/Application Fee | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Title & Recording | | | | | | | | | | | | | | | | | | \$15,000 | \$15,000 | \$0 | |
| Taxes | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Insurance | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Other Perm. Financing Costs: Lender Expenses | | | | | | | | | | | | | | | | | | \$5,000 | \$5,000 | \$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 | \$430,210 | \$430,210 | \$0 | \$0 |
| Subtotals Forward | | \$41,021,000 | \$15,688,292 | \$1,500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$60,007,112 | \$118,216,404 | \$0 | \$0 |
| LEGAL FEES | | | | | | | | | | | | | | | | | | | | | |
| Legal Paid by Applicant | | | | | | | | | | | | | | | | | | \$50,000 | \$50,000 | \$0 | |
| Other Attorney Costs: Syndication/Org | | | | | | | | | | | | | | | | | | \$42,500 | \$42,500 | \$0 | |
| Other Attorney Costs: Transaction | | | | | | | | | | | | | | | | | | \$55,000 | \$55,000 | \$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 | \$147,500 | \$147,500 | \$0 | \$0 |
| RESERVES | | | | | | | | | | | | | | | | | | | | | |

HOPE SF Potrero Block B QIP (Required by QIA) Residential and all CIP Permanent Sources of Funds

Commercial Sources

| USES OF FUNDS | IIG CIP Grant | Tax-Exempt Perm Loan | SF MOHCD Gap Loan | AHP | Cap. Cont. - GP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Deferred Costs | Equity Investor | Total Residential Sources/Costs | Total Commercial Sources/Costs | Source Name: | Source Name: | |
|--|---------------|----------------------|-------------------|--------------|-----------------|-----------|-----|-----|-----|-----|-----|-----|-----|-----|----------------|-----------------|---------------------------------|--------------------------------|--------------|--------------|--|
| Operating Reserve | | | | | | | | | | | | | | | | \$1,181,099 | \$1,181,099 | \$0 | | | |
| Replacement Reserve | | | | | | | | | | | | | | | | | \$0 | \$0 | | | |
| Transition Reserve | | | | | | | | | | | | | | | | | \$2,332,099 | \$2,332,099 | \$0 | | |
| Rent Reserve | | | | | | | | | | | | | | | | | \$0 | \$0 | | | |
| Other Reserve Costs: Housing Readiness | | | | | | | | | | | | | | | | \$344,400 | \$344,400 | \$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 | \$3,857,598 | \$3,857,598 | \$0 | \$0 | \$0 | |
| CONTINGENCY COSTS | | | | | | | | | | | | | | | | | | | | | |
| Construction Hard Cost Contingency | | | | | | | | | | | | | | | | \$4,963,091 | \$4,963,091 | \$0 | | | |
| Soft Cost Contingency | | | | | | | | | | | | | | | | \$852,593 | \$852,593 | \$0 | | | |
| Total Contingency Costs | | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,815,684 | \$5,815,684 | \$0 | \$0 | \$0 | |
| OTHER PROJECT COSTS | | | | | | | | | | | | | | | | | | | | | |
| TCAC App/Allocation/Monitoring Fees | | | | | | | | | | | | | | | | \$123,459 | \$123,459 | \$0 | | | |
| Environmental Audit | | | | | | | | | | | | | | | | \$20,000 | \$20,000 | \$0 | | | |
| Local Development Impact Fees | | | | | | | | | | | | | | | | \$709,128 | \$709,128 | \$0 | | | |
| Permit Processing Fees | | | | | | | | | | | | | | | | \$1,266,540 | \$1,266,540 | \$0 | | | |
| Capital Fees | | | | | | | | | | | | | | | | | \$0 | \$0 | | | |
| Marketing | | | | | | | | | | | | | | | | \$650,000 | \$650,000 | \$0 | | | |
| Furnishings | | | | | | | | | | | | | | | | \$300,000 | \$300,000 | \$0 | | | |
| Market Study | | | | | | | | | | | | | | | | \$15,000 | \$15,000 | \$0 | | | |
| Accounting/Reimbursable | | | | | | | | | | | | | | | | \$50,000 | \$50,000 | \$0 | | | |
| Appraisal Costs | | | | | | | | | | | | | | | | \$10,000 | \$10,000 | \$0 | | | |
| Other Costs: Syndication Consulting | | | | | | | | | | | | | | | | \$60,000 | \$60,000 | \$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 | \$3,204,127 | \$3,204,127 | \$0 | \$0 | \$0 | |
| SUBTOTAL PROJECT COST | | \$41,021,000 | \$15,688,292 | \$1,500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$73,032,021 | \$131,241,313 | \$0 | \$0 | \$0 | |
| DEVELOPER COSTS | | | | | | | | | | | | | | | | | | | | | |
| Developer Overhead/Profit | | | | | \$500,000 | | | | | | | | | | \$1,301,312 | \$2,198,688 | \$4,000,000 | \$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 | \$500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,301,312 | \$2,198,688 | \$4,000,000 | \$0 | \$0 | \$0 | |
| TOTAL PROJECT COST | | \$0 | \$41,021,000 | \$15,688,292 | \$1,500,000 | \$500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,301,312 | \$75,230,709 | \$135,241,313 | \$0 | \$0 | \$0 | |

Capital Improvement Project(s) (CIP)

| | | | | | | | | | | | | | | | | | | | | |
|---|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------------|
| Site acquisition of CIP including easements and right of ways | | | | | | | | | | | | | | | | | | | | \$0 |
| Other: | \$11,699,000 | | | | | | | | | | | | | | | | | | | \$11,699,000 |
| Total Site Acquisition (not parking) | \$11,699,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$11,699,000 |
| Clearing and Grubbing | | | | | | | | | | | | | | | | | | | | \$0 |
| 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 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| 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 |
| Aggregate Base | | | | | | | | | | | | | | | | | | | | \$0 |
| Asphalt Pavement | | | | | | | | | | | | | | | | | | | | \$0 |
| Curb, Gutter, Sidewalk | | | | | | | | | | | | | | | | | | | | \$0 |
| Street Lights | | | | | | | | | | | | | | | | | | | | \$0 |
| Striping/Signage/Barricades | | | | | | | | | | | | | | | | | | | | \$0 |
| Traffic Mitigation | | | | | | | | | | | | | | | | | | | | \$0 |

| HOPE SF Potrero Block B QIP (Required by QIA) Residential and all CIP Permanent Sources of Funds | | | | | | | | | | | | | | | | | Commercial Sources | | | |
|--|---------------|----------------------|-------------------|-------------|-----------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|----------------|-----------------|---------------------------------|--------------------------------|--------------|--------------|
| USES OF FUNDS | IIG CIP Grant | Tax-Exempt Perm Loan | SF MOHCD Gap Loan | AHP | Cap. Cont. - GP | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | Deferred Costs | Equity Investor | Total Residential Sources/Costs | Total Commercial Sources/Costs | Source Name: | Source Name: |
| Other: | | | | | | | | | | | | | | | | | | | | |
| Total Surface Improvements Costs | \$0 | \$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 | \$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 | \$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 | \$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 | \$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 | \$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 | \$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 | \$0 | | |
| Other: | | | | | | | | | | | | | | | | | | | | |
| Other: | | | | | | | | | | | | | | | | | | | | |
| Total Other Asset Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| CIP TOTAL PROJECT COSTS | \$11,699,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| QIP TOTAL PROJECT COSTS | \$0 | \$41,021,000 | \$15,688,292 | \$1,500,000 | \$500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,301,312 | \$75,230,709 | \$135,241,313 | | | |
| TOTAL QIP & CIP PROJECT COSTS | \$11,699,000 | \$41,021,000 | \$15,688,292 | \$1,500,000 | \$500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,301,312 | \$75,230,709 | \$146,940,313 | | | |

HOPE SF Potrero Block B Verification of Environmental Review & Land Use Entitlements

12/23/19

| | | | | |
|-------------|-------------------------|--|----------------|-----|
| 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 | Potrero Housing Associates II, LP (BRIDGE Housing) | Applicant Type | Private Non-profit Affordable Housing Developer
 Address | 600 California Street, Suite 900 | City | San Francisco | State | CA | Zip | 94107

| | Project Name | Brief Description | Address | City | Zip | County | Census Tracts | APNs |
|---------------------|-------------------------|---|------------------|---------------|-------|---------------|---------------|-----------|
| Required QIP | HOPE SF Potrero Block B | The project will contain 157 residential units (117 units as project-based Section 8 public housing replacement, 39 units restricted to incomes at 30%, 50% and 60% Area Median Income (AMI), and one manager unit). Amenities provided at the project include: mini-pocket park (3,600 sf) with public access, child care facility, parking garage with 65 spots, community room, laundry rooms and offices for property management and resident services coordinator. | 1845 25th Street | San Francisco | 94107 | San Francisco | 0607506140 | 4285B-001 |
| | | | | | | | | |

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 | Required | No | 1/7/15 | 12/10/15 | 1/10/16 | No |
| NEPA* | Required | No | 1/7/15 | 1/27/16 | 2/27/16 | No |

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

Signature Block for Environmental Review

I certify that the information on this form is true and correct to the best of my knowledge.
 Date: 2/12/20
 Printed name of party completing form: _____ Signature of party completing form: _____
 Title of party completing form: Senior Planner Agency and/or Dept. name: Planning Department
 Agency/Dept. Address | 1650 Mission St., 4th Floor | 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 | Yes | | 3/3/17 |
| Site Plan Review: | Not Required | Yes | | 3/3/17 |
| Zoning Approval: | Not Required | Yes | | 3/3/17 |
| Conditional Use Permits: | Not Required | | | |
| Density Bonus: | Not Required | | | |
| Other Variances: | | | | |
| Other Variances: | | | | |
| Other Variances: | | | | |
| Other Variances: | | | | |
| Other Variances: | | | | |

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

See attached Development Agreement (DA), recorded on March 3, 2017, between the City of San Francisco, San Francisco Housing Authority, and BRIDGE-Potrero Community Associates LLC. The DA stipulates the requirements that all parties must follow to proceed with the redevelopment of 620 units of existing public housing into mixed use, mixed income community of 1,800 multifamily units and 10K-15K SF of retail space. This includes following the requirements of the Potrero HOPE SF Special Use District (SF Planning Commission adopted Ordinances 13-17, 14-17, and 15-17). Under the provisions of the adopted DA and zoning, the proposed project is subject to administrative Design Review by the San Francisco Planning Department.

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: 2/12/20
 Printed name of party completing form: _____ Signature of party completing form: _____
 Title of party completing form: Senior Planner Agency and/or Dept. name: _____
 Agency/Dept. Address | 1650 Mission St., 4th Floor | 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.

HOPE SF Potrero Block B Large Jurisdiction QIA Scoring

250 Points Max (points in blue shaded cells)

Total QIP Self Score 240.00

Area Readiness §310(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) Multiple Qualifying Infill Projects - 10 points max

(A) For the QIA, we have **three or more** QIPs 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. - 10 points

No **0**

(B) For the QIA, we have **two** QIPs 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. - 5 points

No

(2) Environmental Review Status - 25 points max

(A) For the QIA, 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). - 25 points

Yes

(B) For the QIA, we have a draft of a program, master or tiered environmental impact report that 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 §15000? If no, answer (C). - 15 points

25

(C) For the QIA, we have 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 §15000? If no, answer (D). - 5 points

(D) For the QIA, 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. - 5 points

(3) Land Use Entitlement Status - 25 points max

(A) The QIA, meets the criteria in (C) below and can demonstrate that all necessary local land use approvals, excluding design review, for not less than **50%** of the housing units proposed for development within the QIA 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* - 25 points

Yes

(B) The QIA, meets the criteria in (C) below and can 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 QIA 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* - 20 points

Yes **25**

(C) The QIA, can demonstrate that it is subject to a general plan, specific plan, community plan or similar area-specific plan, adopted by the Locality in which the QIA is located and the housing proposed in the application is consistent with such plan? *identify in table below* - 10 points

Yes

(D) The QIA, can demonstrate that all approvals by a local land use authority (e.g., planning or community development director or zoning administrator) for the CIP within the QIA have been granted? *identify in table below* - 5 points

Yes

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 |
|----------------------------------|------------------------|---------------|--|
| City and County of San Francisco | 3/3/17 | Other | Development Agreement |
| City and County of San Francisco | 10/13/17 | Other | Development Agreement Development Phase Approval |
| | | | |
| | | | |
| | | | |
| | | | |
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| | | | |
| | | | |
| | | | |
| | | | |

NEPA: Federal funding proposed that will trigger NEPA? Describe special circumstances below: If Yes, enter date of "Authority to Use Grant Funds": 12/11/15

CEQA: Project approved "by-right"? Yes No Is Project Categorically Exempt? Negative Declaration Date: Final EIR Date: 12/10/15 Describe special circumstances below:

(4) Funding Commitments - 20 points max

20

(A) Points awarded based on percentage of total residential units to be developed in QIA that are in developments for which enforceable commitments have been obtained for all necessary construction period funding. All funding sources on the Dev Sources worksheet must identify whether funding is committed. §310(a)(4)(A) and (D).

Total Construction funding commitments as a % of Total Development Costs less deferred costs - 10 points max

98.93% 10.0

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

(B) Points shall be awarded for obtaining enforceable commitments for all construction period funding for the CIP, excluding funding provided by another HCD 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. *(must identify all CIP construction funding sources on Dev Sources worksheet).*

Total CIP Construction funding commitments as a % of Total CIP Costs - 10 points

100.00% 10

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

(C) Points shall be awarded for obtaining/attaching 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 CIP. - 5 points

Yes **5**

FAAST File: Letters of Intent Letters of intent, executive-approved term sheets, or a letter from a public agency expressing interest and/or intent to fund the CIP File Uploaded? Yes

(5) Local Support - 12 points max

(A) & (B) All funding sources on the Dev Sources worksheet must include Yes or No regarding whether funding is from Local Support.

12

Total Local Public Agencies Funding Commitment Amt: \$15,688,292 CIP Grant Amount \$11,699,000 Commitments as a % of Grant 134.10% 12

(C) 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 - 3 points

0

| (6) Following Prohousing Policies - 8 points max | | | | 8 |
|---|---|---|--|---|
| (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 | No | 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 | No | 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 | No | 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 | Purpose: Ordinance amending the Planning Code to create the 100 Percent Affordable Housing and Educator Housing Streamlining Program; to allow affordable housing and affordable teacher housing in Public zoning districts; and to provide timelines for the | 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) | Purpose: Ordinance amending the Planning Code to create the 100 Percent Affordable Housing and Educator Housing Streamlining Program; to allow affordable housing and affordable teacher housing in Public zoning districts; and to provide timelines for the | https://sfplanning.org/accessory-dwelling-units#about and 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 §310(b) - 60 Points Max | | | | |
| Points based on % of QIA units restricted to occupancy by various income groups. (see Max Funds and Unit Mix worksheet - all QIPs) | | | | 60.00 |
| Density §310(c) - 40 Points Max | | | | |
| Points based on extent to which the average Net Density of QIA, adjusted by unit size, exceeds the required density §303(a)(4). (see Eligibility and Threshold worksheet) | Minimum Net Density = | 30 | % QIA meets or exceeds required net density: | 417.65% 40 |
| Access to Transit §310(d) - 20 Points Max | | | | |
| Points based on the percentage of residential units in the QIA which are in developments which meet the criteria for proximity to a Transit Station or Major Transit Stop set forth in §309(d) relative to the total number of housing units in the QIA. §309(d) Proximity is within one half mile of QIPs within the QIA to a Transit Station or Major Transit Stop. The distance to a Transit Station or Major Transit Stop shall be evidenced by a date stamped map certified by a California State-licensed professional such as an engineer, surveyor or landscape architect. Provide a walkable route map, current transit maps and route schedules, highlighting the appropriate routes. | | | | |
| # of residential units in QIA which are in developments meeting the criteria for proximity to a Transit Station or Major Transit Stop? | 157 | Total residential Units | 157 | % of residential units meeting criteria vs. total residential Units |
| 100% | | | | 20 |
| FAAST File: | Transit Access | Provide scaled map showing all Transit Stations or Major Transit Stops and walkable routes. | File Uploaded? | Yes |
| Proximity to Amenities §310(e) - 20 Points Max | | | | |
| Points based on the amenities in the QIA or within one-half mile of its boundary, including amenities that will be in service when construction of the QIP for the QIA is completed. The one-half mile radius will be measured from the established boundaries of the QIA, as defined in local planning documents. Distances are measured "as the crow flies". Amenities serving QIAs consisting of fewer than 200 residential units will yield 4 points each. Amenities serving QIAs consisting of 200 or more residential units will yield 2 points each. | | | | 20 |
| (A) QIA will include how many park(s) 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? (must identify park(s) below) - 4 points (amenities serving QIAs consisting of 200 or more residential units will yield 2 points each). | | | | 4 |
| Park Type: | Recreational Facility | Responsible Jurisdiction: | San Francisco Parks and Recreation | |
| Site Address | 801 Arkansas Avenue | City | San Francisco | State |
| | | State | CA | Zip |
| | | Zip | 94107 | |
| Contact | Cadi Poile | Title | Park Section Supervisor | Phone |
| | | Phone | 415-964-9738 | Date In Service |
| | | Date In Service | Current | |
| Provide link to local planning documents: | https://default.sfpplanning.org/devagreements/HOPE-SF/Potrero/HOPE-SF_Potrero_Development_Agreement.pdf | | | Specify page numbers info can be found: PDF #123, C-3 |
| Park Type: | | Responsible Jurisdiction: | | |
| Site Address | | City | | State |
| | | State | | Zip |
| | | Zip | | |
| Contact | | Title | | Phone |
| | | Phone | | Date In Service |
| | | Date In Service | | |
| Provide link to local planning documents: | | | | Specify page numbers info can be found: |
| (B) QIA will include how many locally recognized employment centers 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? (must identify employment center(s) below) - 4 points (amenities serving QIAs consisting of 200 or more residential units will yield 2 points each). | | | | 4 |
| Type of Employment Center: | Large Hospital | Date In Service | Current | |
| Employment Center Name: | Zuckerberg San Francisco General Hospital | Responsible Jurisdiction: | City and County of San Francisco/UCSF | |
| Site Address | 1001 Potrero Avenue | City | San Francisco | State |
| | | State | CA | Zip |
| | | Zip | 94110 | |
| Provide link to local planning documents: | https://default.sfpplanning.org/devagreements/HOPE-SF/Potrero/HOPE-SF_Potrero_Development_Agreement.pdf | | | Specify page numbers info can be found: PDF #123, C-3 |
| Type of Employment Center: | | Date In Service | | |

| | | | |
|--|--|---|---|
| Employment Center Name: | | Responsible Jurisdiction | |
| Site Address | | City | State |
| Provide link to local planning documents: | | Specify page numbers info can be found: | |
| (C) QIA will include how many locally recognized retail centers with a minimum of 50 full-time employees. A retail center is a downtown area or recognized neighborhood or regional shopping mall? (must identify retail center type(s) below) - 4 points (amenities serving QIAs consisting of 200 or more residential units will yield 2 points each). | | | 1 4 |
| Type of Retail Center: | | Date In Service | |
| Neighborhood shopping mall | | Current | |
| Retail Center Name: | | Responsible Jurisdiction | |
| 20th St Retail Corridor - Potrero | | Potrero Dogpatch Merchants Association | |
| Site Address | | City | State |
| 1459 Eighteenth St #105 | | San Francisco | CA |
| Provide link to local planning documents: | | Specify page numbers info can be found: | |
| https://default.sfplanning.org/devagreements/HOPE-SF/Potrero/HOPE-SF_Potrero_Development_Agreement.pdf | | PDF #123, C-3 | |
| Type of Retail Center: | | Date In Service | |
| | | | |
| Retail Center Name: | | Responsible Jurisdiction | |
| | | | |
| Site Address | | City | State |
| | | | |
| Provide link to local planning documents: | | Specify page numbers info can be found: | |
| | | | |
| (D) Only for QIAs where 50% of units have 2 or more bedrooms: # of two+ bedrooms in QIA (see Max Funds and Units worksheet): | | | 110 % of two+ bedrooms 70% >=50% answer (a) below 4 |
| The QIA will include how many public schools/community colleges that residents of the QIA may attend (must identify type of school below)? - 4 points (amenities serving QIAs consisting of 200 or more residential units will yield 2 points each). | | | 1 |
| Type of school: | | Date In Service | |
| Public school | | Current | |
| Entity Name | | Responsible Jurisdiction | |
| Starr King Elementary School | | San Francisco Unified School District (SFUSD) | |
| Site Address | | City | State |
| 1215 Carolina St | | San Francisco | CA |
| Provide link to local planning documents: | | Specify page numbers info can be found: | |
| https://default.sfplanning.org/devagreements/HOPE-SF/Potrero/HOPE-SF_Potrero_Development_Agreement.pdf | | PDF #123, C-3 | |
| Type of school: | | Date In Service | |
| | | | |
| Entity Name | | Responsible Jurisdiction | |
| | | | |
| Site Address | | City | State |
| | | | |
| Provide link to local planning documents: | | Specify page numbers info can be found: | |
| | | | |
| (E) The QIA has designated units in the 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 QIA? - 4 points | | | Yes 4 |
| Entity Name | | Responsible Jurisdiction | |
| Caleb G. Clark Potrero Medical Health Center | | San Francisco Department of Public Health (SFDPH) | |
| Site Address | | City | State |
| 1050 Wisconsin St. | | San Francisco | CA |
| Contact | | Title | Phone |
| Steven Rickards | | Practice Manager | 415-920-1274 |
| Provide link to local planning documents: | | Specify page numbers info can be found: | |
| https://default.sfplanning.org/devagreements/HOPE-SF/Potrero/HOPE-SF_Potrero_Development_Agreement.pdf | | PDF #123, C-3 | |
| (F) The QIA will have designated units reserved for qualified senior citizens under §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 QIA? - 4 points | | | Yes 4 |
| Entity Name | | Responsible Jurisdiction | |
| the NABE House Potrero Hill Neighborhood House | | City and County of San Francisco | |
| Site Address | | City | State |
| 953 De Haro St. | | San Francisco | CA |
| Contact | | Title | Phone |
| Edward Hatter | | Executive Director | 415-826-8080 |
| Provide link to local planning documents: | | Specify page numbers info can be found: | |
| https://default.sfplanning.org/devagreements/HOPE-SF/Potrero/HOPE-SF_Potrero_Development_Agreement.pdf | | PDF #123, C-3 | |
| (G) Only for QIAs 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 | | | 0 |
| # of two bedrooms in QIA (see Max Funds and Units worksheet): | | | 55 % of two bedrooms 35% >=25% answer (a) below |
| # of three+ bedrooms in QIA (see Max Funds and Units worksheet): | | | 55 % of three+ bedrooms 35% >=25% answer (a) below |
| Does QIA have restrictions or preference for Senior Units? | | | No Does QIA have restrictions or preference for Special Needs Units? No |
| (a) QIA located within the high or highest resource community neighborhoods as indicated on the currently adopted TCAC/HCD Opportunity Area Map https://haasinstiute.berkeley.edu/sites/default/files/mappings/TCAC/opportunity_map_2019.html | | | No |
| If Yes, enter the entire TCAC/HCD Opportunity Area Map Tract ID #: | | | |
| FAAST File: | | Documentation of TCAC/HCD Opportunity Area status. | |
| Opportunity Area | | File Uploaded? N/A | |
| Consistency with Regional Plans §310(f) - 10 Points Max | | | |
| Points awarded for each of the following | | | 10 |
| (A) | Does QIA 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 QIA 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 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: | | Letters or resolutions from the local council of government, metropolitan planning organization or regional transportation planning agency confirming points above. | |
| QIA Consistency | | 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. | | | Application due date: 3/3/20 |
| (1) 10 bonus points to the QIA having the lowest ratio between the requested grant amount to the total allowable maximum grant amount per §305. | | | Ratio= 97.21% |
| (2) If tie still exists, 3 points to the QIA 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: |
| Victoria at Comm 22 | | 4/8/08 | 1/8/15 |
| Development Name: | | IIG prior NOFA Date | Cert. of Occup Date: |
| Paseo at Comm 22 | | 4/8/08 | 12/21/14 |
| Development Name: | | IIG prior NOFA Date | Cert. of Occup Date: |
| Marea Alta (San Leandro) | | 2/28/08 | 10/26/17 |
| 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 |
| Development Name: | | IIG prior NOFA Date | Cert. of Occup Date: |
| | | | 0 |

HOPE SF Potrero Block B 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) | Yes | | |
| App2 Certs & Legal (wet signature required) | Yes | | |
| App1 Reso (wet signature required) | Yes | | |
| App2 Reso (wet signature required) | Yes | | |
| 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 | Yes | | |
| App2 OrgChart | Yes | | |
| App1 Signature | Yes | | |
| App2 Signature | Yes | | |
| App1 Payee Data or TIN | Yes | | |
| App2 Payee Data or TIN | Yes | | |
| 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 | Yes | |
| By-Laws, with all amendments | App1 OrgDoc2 | Yes | |
| Certificate of Status from Secretary of State | App1 OrgDoc3 | Yes | |
| Evidence of tax-exempt status from FTB | App1 OrgDoc4 | Yes | |
| Evidence of tax-exempt status from IRS | App1 OrgDoc5 | Yes | |
| Limited Liability Company (LLC)** | | Submitted | Comments |
| Articles of Organization LLC-1, with all amendments | App1 OrgDoc1 | n/a | |
| Operating Agreement, with all amendments | App1 OrgDoc2 | n/a | |
| Certificate of Status from Secretary of State | App1 OrgDoc3 | n/a | |
| Max Funds and Unit Mix TAB | | | |
| FAAST File: | Submitted | Comments | |
| Rural Status | n/a | | |
| Eligibility and Threshold TAB | | | |
| FAAST File: | Submitted | Comments | |
| CIP Integral to QIP | | | |

HOPE SF Potrero Block B IIG Round 6 Document Checklist

| | | |
|--|------------------|-----------------|
| 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 | Yes | |
| Environmental | Yes | |
| Large Jurisdiction QIP Scoring TAB, if applicable | | |
| FAAST File: | Submitted | Comments |
| E&L Use | n/a | |
| Const EFC #1, #2, etc | n/a | |
| Transit Access | n/a | |
| Park Access | n/a | |
| Employment Access | n/a | |
| Retail Access | n/a | |
| Education | n/a | |
| SPN or SH | n/a | |
| Qualified Seniors | n/a | |
| Opportunity Area | n/a | |
| QIP Consistency | n/a | |
| Large Jurisdiction QIA Scoring TAB, if applicable | | |
| FAAST File: | Submitted | Comments |
| E&L Use | | |
| Const EFC #1, #2, etc | Yes | |
| CIP EFC #1, #2, etc | Yes | |
| Letter of Intent | | |
| Transit Access | | |
| Opportunity Area | | |
| QIA Consistency | Yes | |



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 #: 220763

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 |
| Robert Baca | 415-322-0475 |
| FULL DEPARTMENT NAME | DEPARTMENT CONTACT EMAIL |
| MYR MOHCD | robert.baca@sfgov.org |

| 5. CONTRACTOR | |
|--|--|
| NAME OF CONTRACTOR Potrero Housing Associates II, L.P. | TELEPHONE NUMBER 415-989-1111 |
| STREET ADDRESS (including City, State and Zip Code) 600 California Street, #900, SF CA 94108 | EMAIL mdebor@bridgehousing.com |

| 6. CONTRACT | | |
|--|--------------------------------|--|
| DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S) | ORIGINAL BID/RFP NUMBER | FILE NUMBER (If applicable) 220763 |
| DESCRIPTION OF AMOUNT OF CONTRACT \$11,699,000 | | |
| NATURE OF THE CONTRACT (Please describe) Accept and Expend resolution for CA HCD Infill Infrastructure Grant (IIG) program for a grant in the amount of \$11,699,000 for infrastructure and site work for Phase 2 of Potrero HOPE SF and Potrero HOPE SF Block B, a 157-unit affordable housing development. | | |

| 7. COMMENTS |
|---|
| Bridge Housing Corporation is the parent company of Potrero Housing II, LLC, whose sole member is the borrower/contractor Potrero Housing Associates II, L.P. |

| 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 | Lombard | Ken | CEO |
| 2 | Sherman | Delphine | CFO |
| 3 | Novack | Kenneth | Board of Directors |
| 4 | Moore | Connie | Board of Directors |
| 5 | Carlisle | Ray | Board of Directors |
| 6 | Carter | Daryl | Board of Directors |
| 7 | Freed | Robert | Board of Directors |
| 8 | Hagan | Joe | Board of Directors |
| 9 | Hemmenway | Nancy | Board of Directors |
| 10 | McAfee | Michael | Board of Directors |
| 11 | McNamara | Ed | Board of Directors |
| 12 | Nahas | Ron | Board of Directors |
| 13 | Quinn | Adrienne | Board of Directors |
| 14 | Turner | Molly | Board of Directors |
| 15 | Stein | Paul | Board of Directors |
| 16 | | | |
| 17 | | | |
| 18 | | | |
| 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 | | | |
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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 | | | |
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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> |
|---|---------------------------|

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: May 19, 2022

SUBJECT: Accept and Expend Resolution for Infill Infrastructure Grant (IIG) Program at Potrero Block B

GRANT TITLE: Infill Infrastructure Grant Program – Potrero Block B

Attached please find the original and 2 copies of each of the following:

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

Departmental representative to receive a copy of the adopted resolution:

Name: Benjamin McCloskey
Phone: 415-701-5575
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).