File No. <u>180536</u>

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# **COMMITTEE/BOARD OF SUPERVISORS**

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Prepared by:	John Carroll	Date:	June	15, 2018
	John Carroll			22, 2018
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 [Grant Agreement - Housing Services Affiliate of the Bernal Heights Neighborhood Center - Local Operating Subsidy Program Contract - Monterey Boulevard Apartments, 403 Monterey Street - Not to Exceed \$1,662,342]

Resolution authorizing the Director of the Mayor's Office of Housing and Community Development to execute a Local Operating Subsidy Program Grant Agreement with Housing Services Affiliate of the Bernal Heights Neighborhood Center, a California limited partnership, to provide operating subsidies for formerly homeless adult households at Monterey Boulevard Apartments, located at 403 Monterey Street, for the 15-year and six months term of July 1, 2018, through December 31, 2033, in an amount not to exceed \$1,662,342.

WHEREAS, The Mayor's Office of Housing and Community Development ("MOHCD") administers a variety of housing programs that provide financing for the development of new housing and the rehabilitation of single- and multi-family housing for low- and moderate-income households in San Francisco; and

WHEREAS, In 2016, the City and County of San Francisco ("City") formed the Department of Homelessness and Supportive Housing ("HSH"), with one of its goals to reduce the number of chronically homeless households that numbered 2,138 per the 2017 Point in Time Homeless Count; and

WHEREAS, MOHCD developed the Local Operating Subsidy Program ("LOSP") in order to establish long-term financial support to operate and maintain permanent affordable housing for homeless households; and

WHEREAS, Through the LOSP, the City subsidizes the difference between the cost of operating housing for homeless persons and all other sources of operating revenue for a given project, such as tenant rental payments, commercial space lease

payments, Continuum of Care ("CoC") Shelter Plus Care Program subsidies, projectbased Section 8 rent subsidies, and California Mental Health Services Act operating subsidies; and

WHEREAS, the Board of Supervisors authorizes City funding for LOSP projects as part of the Annual Appropriation Ordinance; and

WHEREAS, MOHCD enters into grant agreements with supportive housing owners and operators for LOSP projects in consultation with HSH; administers LOSP contracts; reviews annual audits and prepares recommendations for annual adjustments to project funding; monitors compliance with LOSP requirements in accordance with capital funding regulatory agreements; and if necessary, takes appropriate action to enforce compliance; and

WHEREAS, Housing Services Affiliate of the Bernal Heights Neighborhood Center, a California limited partnership ("Developer"), is the owner and developer of Monterey Boulevard Apartments, located at 403 Monterey Street ("Project"), which provides 1 one-bedroom and 3 two-bedroom units of permanent supportive housing including 4 units that were previously supported through Continuum of Care subsidies and HSH funds; and

WHEREAS, In 2016 the Project's Continuum of Care rental subsidies were not renewed by HUD and these units are an important source of permanent supportive housing for chronically homeless persons with disabilities; and

WHEREAS, On May 4, 2018, the Loan Committee recommended approval to the Mayor of a LOSP grant award for the Project in an amount not to exceed \$1,662,342; and

WHEREAS, MOHCD proposes to provide a LOSP grant in the amount not to exceed \$1,662,342 to the Developer pursuant to a LOSP Grant Agreement

("Agreement") in substantially the form on file with the Clerk of the Board in File

No. 180536, and in such final form as approved by the Director of MOHCD and the City

Attorney; and

WHEREAS, In the event that an alternate rental subsidy becomes available through a Project Based Voucher Notice of Funding Availability issued by the San Francisco Housing Authority and the Project is eligible to apply, the MOHCD Director will help facilitate that application, and if awarded, the amount of the Agreement will be reduced accordingly; and

WHEREAS, The Agreement is for a 15.5 year term, starting July 1, 2018, and ending December 31, 2033, and therefore requires Board of Supervisors authorization; now, therefore, be it

RESOLVED, That the Board of Supervisors hereby authorizes the Director of MOHCD or her designee to execute the Agreement for an amount not to exceed \$1,662,342; and, be it

FURTHER RESOLVED, That this Board of Supervisors authorizes MOHCD to proceed with actions necessary to implement the Agreement following execution, and ratifies, approves and authorizes all actions heretofore taken by any City official in connection with the Agreement; and, be it

FURTHER RESOLVED, That this Board of Supervisors hereby authorizes the Director of MOHCD or her designee to enter into any amendments or modifications to the Agreement, including without limitation, the exhibits that the Director determines, in consultation with the City Attorney, are in the best interest of the City, do not materially increase the obligations or liabilities for the City or materially diminish the benefits of the City, are necessary or advisable to effectuate the purposes and intent of this Resolution and are in compliance with all applicable laws, including the City Charter; and, be it

FURTHER RESOLVED, That within thirty (30) days of the Agreement being fully executed by all parties, MOHCD shall provide the final Agreement to the Clerk of the Board for inclusion into the official file.

RECOMMENDED:

Kate Hartley, Director
Mayor's Office of Housing and Community Development

# CITY AND COUNTY OF SAN FRANCISCO BOARD OF SUPERVISORS

# **BUDGET AND LEGISLATIVE ANALYST**

1390 Market Street, Suite 1150, San Francisco, CA 94102 (415) 552-9292 FAX (415) 252-0461

June 15, 2018

TO:

Government Audit and Oversight Committee

FROM:

**Budget and Legislative Analyst** 

SUBJECT:

June 20, 2018 Government Audit and Oversight Committee Meeting

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# Department:

Mayor's Office of Housing and Community Development (MOHCD)

# **EXECUTIVE SUMMARY**

## **Legislative Objectives**

• The six proposed resolutions authorize MOHCD to execute six new approximately 15-year Local Operating Subsidy Program (LOSP) agreements with nonprofits providing housing to low income persons who were formerly homeless, renewing two existing 9-year agreements with two current providers, replacing three agreements with three providers that were not renewed under the federal Continuum of Care program and adding one new agreement with a new provider.

## **Key Points**

 LOSP provides operating subsidies to supportive housing operators to bridge the gap between the cost of operating housing and the amounts that the tenants can afford to pay. The six LOSP agreements would subsidize 172 supportive housing units in the Zygmundt Arendt House, Parkview Terraces, 455 Fell Street Family Housing, 10<sup>th</sup> & Mission Family Housing, Railton Place, and Monterey Boulevard Apartments.

# Fiscal Impact

• The total costs over the approximately 15-year term for the six projects are estimated to be \$43,410,547. The annual General Fund subsidies for these six projects are anticipated to increase from \$1,996,862 in 2019 to \$3,584,019 in 2033. The average cost of each unit's subsidy that would be provided over the approximately 15-year term of each of these agreements ranges from \$139,039 for each of the 40 units in the Railton Place project to \$415,586 for each of the 4 units at the Monterey Boulevard.

#### **Policy Consideration**

 Parkview Terraces, Railton Place, and the Monterey Boulevard Apartments previously received Continuum of Care funding, but the funding for these housing units was not renewed by HUD. An alternative to HUD's Continuum of Care funding are Project Based Vouchers, funded through HUD's Section 8 program and administered by the San Francisco Housing Authority (SFHA).

#### Recommendations

- Amend the proposed resolutions to clarify the term of each agreement.
- Amend (i) File 18-0529 to state that the current agreement with Arendt House, LP will terminate on December 31, 2018; and (ii) File 18-0530 to state that the current agreement with Parkview Terrace Partners, LP is retroactive to April 1,.
- Amend the proposed resolutions to (1) request the MOHCD Director to facilitate the
  application of the respective housing project to the next RFP for Project Based Voucher
  funding for which they are eligible; and (2) require the LOSP contract for the respective
  housing project to be amended to account the Project Based Voucher funding if awarded.
- Approve the proposed resolutions as amended.

# **MANDATE STATEMENT**

City Charter Section 9.118(b) states that any contract entered into by a department, board or commission that (1) has a term of more than ten years, (2) requires expenditures of \$10 million or more, or (3) requires a modification of more than \$500,000 is subject to Board of Supervisors approval.

# **BACKGROUND**

The Mayor's Office of Housing and Community Development (MOHCD), in collaboration with the Department of Homelessness and Supportive Housing (HSH)<sup>1</sup>, currently provides operating subsidies to non-profit owners and operators of 28 supportive housing facilities, through its Local Operating Subsidy Program (LOSP). The program was started in 2004 as a part of the Mayor's ten year "San Francisco Plan to Abolish Chronic Homelessness," which had a goal of providing 3,000 new supportive housing units within 10 years to low income persons who were formerly homeless. Supportive housing provides social and other related services as well as housing to formerly homeless persons in order to improve their social outcomes and in an attempt to reduce the City's associated health, mental health, social services, criminal justice, and other related costs.

According to Ms. Anne Romero, MOHCD Senior Project Manager, tenants in supportive housing have very low incomes (below 20 percent of area median income)<sup>2</sup>. Under the agreements between the City and housing operators, rent in supportive housing units is capped to a fixed percentage of a tenant's income (50 percent in Direct Access to Housing (DAH)<sup>3</sup> subsidized units, 30 percent in all other subsidized units). The LOSP was created to bridge the gap between the cost of operating the housing and the amount the tenants can afford to pay, thereby providing long-term financial incentives to owners and operators to create and maintain permanent supportive housing units.

As shown in Table 1 below, between FY 2013-14 and FY 2017-18, the number of LOSP agreements has grown from 21 to 28, the number of subsidized units increased from 1,218 to 1,477 and the overall annual General Fund costs have decreased slightly from \$9,377,788 to  $$9,284,434^4$ . In FY 2017-18, MOHCD is anticipated to pay \$9,284,434 in operating subsidies to

<sup>&</sup>lt;sup>1</sup> MOHCD previously collaborated with the Department of Public Health (DPH) and the Human Services Agency (HSA) prior to the creation of the Department of Homelessness and Supportive Housing (HSH), which combines key homeless serving programs and contracts from the two agencies.

<sup>&</sup>lt;sup>2</sup> 20 percent of area median income (AMI) for one person in 2018 is \$16,600 annually according to the HUD Metro Fair Market Rent Area (HMFA)

<sup>&</sup>lt;sup>3</sup> Established by the San Francisco Department of Public Health – Housing and Urban Health Section (SFDPH-HUH) in 1998, the Direct Access to Housing (DAH) is a permanent supportive housing program targeting low-income San Francisco residents who are homeless and have special needs.

<sup>&</sup>lt;sup>4</sup> According to Ms. Romero, LOSP funding has decreased in FY 2017-18 because several projects applied for Project Based Vouchers (PBV) through the San Francisco Housing Authority in 2017 which are in the process of being placed. The award of this subsidy has provided savings for the LOSP. Through this effort to date, 476 PBV units across 11 sites have been placed under federal Department of Housing and Urban Development (HUD) Housing Assistance Payments (HAP) contracts dated December 1, 2017, with a corresponding annual LOSP savings of \$4.9

28 supportive housing nonprofit providers for 1,477 units throughout the City, for an average subsidy of \$524 per unit of housing per month.

Table 1: Actual Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit – FY 2013-14 through FY 2017-18

Fiscal Year	Number of Local Operating Subsidy Program Agreements	Number of Subsidized Units of Housing	Total Annual Budgeted Amount	Average Subsidy per Unit per Year	Average Subsidy per Unit per Month	
FY 2013-14	21	1,218	\$9,377,788	\$7,699	\$642	
FY 2014-15	26	1,454	\$12,231,928	\$8,413	\$701	
FY 2015-16	26	1,459	\$12,359,887	\$8,471	\$706	
FY 2016-17	26	1,464	\$12,117,510	\$8,277	\$690	
FY 2017-18	28	1,477	\$9,284,434	\$6,286	\$524	

As shown in Table 2 below, MOHCD estimates that over the next five years, or by FY 2022-23, the LOSP will provide subsidies to 62 housing projects covering 2,842 units of supportive housing at an overall General Fund cost of \$25,966,320 in FY 2022-23, or an average cost of \$761 per unit per month.

Table 2: Estimated Local Operating Subsidy Program Agreements, Subsidized Units, Budget, and Subsidy per Unit – FY 2018-19 through FY 2022-23<sup>5</sup>

Fiscal Year	Number of Local Operating Subsidy Program Agreements	Number of Subsidized Units	Total Annual Budgeted amount	Average Subsidy per Unit per Year	Average Subsidy per Unit per Month	
FY 2018-19	35	1,616	\$9,356,674	\$5,790	\$483	
FY 2019-20	41	1,858	\$10,753,579	\$5,787	\$482	
FY 2020-21	48	2,415	\$14,950,219	\$6,190	\$516	
FY 2021-22	56	2,654	\$21,868,562	\$8,240	\$687	
FY 2022-23	62	2,842	\$25,966,320	\$9,137	\$761	

#### **DETAILS OF PROPOSED LEGISLATION**

The six proposed resolutions authorize MOHCD to execute six new approximately 15-year Local Operating Subsidy Program (LOSP) agreements with nonprofits providing housing to low income persons who were formerly homeless, renewing two existing 9-year agreements with two current providers, replacing three agreements with three providers that were not

SAN FRANCISCO BOARD OF SUPERVISORS

**BUDGET AND LEGISLATIVE ANALYST** 

million for 2017-18 and around \$7.6 million in 2018-19 (plus additional General Fund savings for some HSH General Fund-supported sites).

<sup>&</sup>lt;sup>5</sup> According to Ms. Romero, LOSP budget estimates for 2020-21 through 2022-23 are preliminary as a full budget update incorporating the annual reductions due to award of PBV subsidies needs to be finalized.

renewed under the federal Continuum of Care program and adding one new agreement with a new provider as follows:

- File 18-0529: Arendt House, LP for Zygmunt Arendt House at 850 Broderick Street for a not to exceed amount of \$11,787,548 and a term of 15 years from January 1, 2019 through December 31, 2033. The proposed new LOSP agreement replaces the current 9-year LOSP agreement with Arendt House, LP from February 2010 and through February 2019. According to Ms. Romero, MOHCD has moved LOSP funding to the Calendar Year instead of Fiscal Year to the extent possible because the tax credit reporting cycle is on the Calendar Year. Therefore, the proposed agreement is from January 1, 2019 through December 2033 and will supersede the previous LOSP agreement. The proposed legislation should be amended to terminate the existing agreement with Arendt House, LP on December 31, 2018 prior to the start of the new agreement on January 1, 2019.
- File 18-0530: A new LOSP agreement with Parkview Terrace Partners, LP for Parkview Terraces at 871 Turk Street not to exceed \$4,580,619 for a term of 15 years and nine months from April 1, 2018 through December 31, 2033. The proposed new LOSP agreement replaces a contract under the federal Continuum of Care program which was not renewed by HUD. According to Ms. Romero, given that the project lost its Continuum of Care funding in March 2018, the project needs to fill the gap in operating costs from April 2018 onwards for the project's 20 units. Therefore, MOHCD is requesting that the proposed LOSP agreement allow for reimbursements of operating expenses incurred since April 2018. Consequently, the proposed legislation should be amended for retroactive approval for the period of April 1, 2018 through December 31, 2033 for the LOSP agreement with Parkview Terrace Partners, LP.
- <u>File 18-0531</u>: 455 Fell, LP for 455 Fell Street Family Housing (formerly known as Parcel O), for a not to exceed amount of \$10,077,324 and a term of 15 years and eight months to commence on May 1, 2019 and end on December 31, 2034. The building is currently under construction and this is a new LOSP contract.
- <u>File 18-0532</u>: Mercy Housing California XIV, LP for 10th & Mission Family Housing at 1390 Mission Street for a not to exceed \$9,741,171 and a term of 15 years and six months from July 1, 2018 through December 31, 2033. The proposed new LOSP agreement replaces the current 9-year LOSP agreement with Mercy Housing California XIV, LP from July 2009 through June 2018.
- <u>File 18-0533</u>: The Salvation Army Turk Street, LP for Railton Place at 242 Turk Street for a not to exceed amount of \$5,561,543 and a term of 15 years and six months from July

<sup>&</sup>lt;sup>6</sup> According to MOHCD, the Chinatown Community Development Corporation's (project sponsor) renewal application for the Continuum of Care rental assistance for Parkview Terraces ranked too low in the competition last year to be funded. It was ranked 58 out of 62 projects that applied. The funding threshold was at 57. The application for Parkview received a low score because CCDC had failed to properly report income under the existing Continuum of Care contract, in addition to other reporting errors, and failed to show increases in income of the Continuum of Care-supported tenants. Continuum of Care contracts are renewed annually through the Local Homeless Coordinating Board consolidated application to HUD, and the project received annual funding from when it began in 2008 – March 2018.

- 1, 2018 through December 31, 2033. The proposed new LOSP agreement replaces a contract under the federal Continuum of Care program which was not renewed by HUD.<sup>7</sup> According to Ms. Romero, given that the project lost its Continuum of Care funding in 2017, HSH increased its funding for operations from 23 to 40 units to cover the gap in funding from April 2017 through June 2018. HSH was already funding operations for 23 units and support services for all 40 units. This was bridge funding until another operating subsidy could be obtained. HSH still provides supportive services funding to the project.
- File 18-0536: A new LOSP agreement with Housing Services Affiliate of Bernal Heights Neighborhood Center for Monterey Boulevard Apartments at 403 Monterey Boulevard not to exceed \$1,662,342 for a term of 15 years and 6-months from July 1, 2018 through December 31, 2033. The proposed new LOSP agreement replaces a contract under the federal Continuum of Care program which was not renewed by HUD<sup>8</sup>. According to Ms. Romero, given that the project lost its Continuum of Care funding in December 2016, HSH assumed operating funding from January 2017 through June 2018 until the project could obtain another operating subsidy. HSH was already overseeing the project and providing supportive services funding.

Table 3 below shows the target population, total number of units, and the number of units to be subsidized under the proposed LOSP agreements.

<sup>&</sup>lt;sup>7</sup> According to MOHCD, the Continuum of Care contract was not renewed in 2017 and ended in March 2017. Continuum of Care contracts are renewed annually through the Local Homeless Coordinating Board consolidated application to HUD, and the project received annual funding from when it began in 2008 – March 2017. The Fair Market Rent (FMR) has increased since 2015, which reduces the total number of units that are funded. Citywide, San Francisco has over 60 projects with Continuum of Care subsidies which seek renewal every year, as well as new projects which seek this subsidy. Projects are scored into different tiers and over time, some contracts are lost on the lowest scoring projects. These projects used to be transitional housing developments which did not meet HUD's current priorities for permanent supportive housing models. Now that there are no transitional housing developments remaining within the Continuum of Care portfolio, PSH sites that have been in operation for many years are starting to lose their contracts. In 2017, an additional two PSH projects lost their contracts, despite being high performing projects. Consequently, MOHCD aims to backfill these subsidies to provide project continuity and maintain these units as permanent supportive housing.

According to MOHCD, the Continuum of Care contract was not renewed in December 2016. MOHCD has since recognized that projects with less than 10 units funded with Continuum of Care funding are less likely to be renewed based on the current renewal scoring (e.g., lack of economies of scale for operations and service provision), and is working to develop contingency plans and other strategies to manage and minimize the impact. As a solution for this loss in funding, MOHCD initially pursued plans to replace the lost Continuum of Care funding with Project-Based Voucher (PBV) Section 8 under a new RFP to have been issued by the San Francisco Housing Authority (SFHA). However, SFHA was not able to obtain the necessary HUD approvals needed by April 2018 to make additional PBVs available via RFP. In order to avoid the risk of the project running short on operating funding during 2018, MOHCD offered to recommend Local Operating Subsidy Program funds to fill the operating budget gap caused by the loss of the Continuum of Care subsidy.

**Table 3: Summary of Proposed LOSP Agreements** 

Project: Address	Target Population	Total Number of Units	LOSP Funded Units
Zygmundt Arendt House: 850 Broderick Street	Seniors	47	31
Parkview Terraces: 871 Turk Street	Seniors	101	20
455 Fell Street Family Housing: 455 Fell Street	Families	108	33
10th & Mission Family Housing: 1390 Mission Street	Families	136	44
Railton Place: 242 Turk Street	Adults	113	40
Monterey Boulevard Apartments: 403 Monterey Boulevard	Families	4	4
Total		509	172

Each of the projects and project sponsors are summarized below:

## Zygmundt Arendt House (File 18-0529)

Zygmundt Arendt House was completed in 2010 as a 47 unit permanent supportive housing development for formerly homeless seniors. The property has Continuum of Care subsidies on 16 units and the remaining 31 units are covered by LOSP. The initial 9 year LOSP contract expires in February 2019, and the proposed resolution is for a new 15 year LOSP contract for the 31 LOSP units. The project sponsor is Community Housing Partnership. Supportive services are also provided by Community Housing Partnership.

#### Parkview Terraces (File 18-0530)

Parkview Terraces was completed in 2008 as an affordable senior development with 20 out of 101 units targeted to formerly homeless seniors, which previously had HUD's Continuum of Care subsidies that were not renewed in 2017. The 20 units are set aside to serve extremely low-income, formerly homeless seniors. The project sponsor is the Chinatown Community Development Center. Supportive services are provided by Northern California Presbyterian Homes and Services.

## 455 Fell Street Family Housing (File 18-0531)

455 Fell Street Family Housing is currently under construction and will provide 108 units of affordable family rental housing including 33 units serving formerly homeless families and ground floor commercial space. Mercy Housing California and the San Francisco Housing Development Corporation were selected to develop the property through a Request for Proposals (RFP) process. The building is located in the Hayes Valley neighborhood on a former Freeway Parcel, known as Parcel O. The project sponsor is Mercy Housing California. Supportive services are provided by Mercy Housing California and Episcopal Community Services.

# 10<sup>th</sup> & Mission Family Housing (File 18-0532)

10th & Mission Family Housing was completed in 2009 and has 136 units of affordable family housing including 44 LOSP units set aside for formerly homeless families. The initial 9-year LOSP

contract ends in June 2018 and is being renewed for a new 15 year term. The project sponsor is Mercy Housing California. Supportive services are provided by Catholic Charities.

## Railton Place (File 18-0533)

Railton Place is an existing 113 unit permanent and transitional supportive housing development completed in 2008 by The Salvation Army. 40 units are permanent supportive housing for chronically homeless households including 17 units that lost their Continuum of Care federal subsidy in 2017, and 23 units that were previously funded by HSH for a total of 40 units. The project also has 15 Veteran Affairs Supportive Housing Program (VASH) units and 55 transitional housing units for veterans and adults in recovery from Salvation Army's rehabilitation programs, and Transitional Aged Youth with their own respective program structures and rental subsidies. There are also three affordable property management staff units. The project sponsor is The Salvation Army. Supportive services are also provided by The Salvation Army.

# Monterey Boulevard Apartments (File 18-0536)

Monterey Boulevard Apartments is a 4-unit, permanent family supportive housing development that previously operated with the support of Continuum of Care subsidies which were not renewed by HUD. The target population is formerly homeless families referred by HSH. The project sponsor is the Housing Services Affiliate of the Bernal Heights Neighborhood Center. Supportive services are provided by HSH.

# Approval of Local Operating Subsidy Program Providers

According to Ms. Romero, the six nonprofit providers were approved for LOSP subsidies as part of the evaluation by the Citywide Affordable Housing Loan Committee<sup>9</sup> of applications responding to various Notice of Funding Availability (NOFA) for capital funding for acquisition and predevelopment financing for supportive housing for homeless persons, or Request for Proposals (RFP) for specific development sites.

Ms. Romero advises that the operating subsidies to be paid to the six nonprofit affordable housing owners and operators are necessary because revenue generated by the affordable housing developments, including outside grants, tax credits and tenant rents, are not sufficient to fund permanent supportive housing to low income persons who were formerly homeless. According to Ms. Romero, for FY 2018-19, three additional existing supportive housing projects were added to the LOSP portfolio due to loss of federal Continuum of Care subsidies in 2017 and 2018: Railton Place, Monterey Boulevard Apartments, and Parkview Terraces totaling 64 units. This backfill was implemented to ensure continuation of the permanent supportive housing units.

Funding for the proposed agreements are General Fund monies allocated annually in the HSH budget, which is subject to Board of Supervisors annual appropriation approval. The proposed agreements are administered by MOHCD, under work order agreements with HSH. Ms. Romero

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**BUDGET AND LEGISLATIVE ANALYST** 

<sup>&</sup>lt;sup>9</sup> The Citywide Affordable Housing Loan Committee is composed of the Directors and/or senior staff of the Mayor's Office of Housing and Community Development, the Office of Community Investment and Infrastructure, and the Department of Homelessness and Supportive Housing.

notes that, if any of the six proposed LOSP agreements are not approved, or if any of the General Fund appropriations are not approved in the current or future 14 fiscal years, then the individual nonprofit housing providers would not be able to provide such specified housing units for very low income formerly homeless target populations.

# **FISCAL IMPACT**

Under the proposed LOSP agreements, the rent charged to tenants living in these subsidized units would be capped at a fixed percentage of a tenant's income (50 percent in Direct Access to Housing (DAH) subsidized units, 30 percent in all other subsidized units). According to Ms. Romero, in 2016, the average tenant's rent was \$331 per unit per month. The projected City LOSP subsidy amount for the units covered under the proposed agreements is the difference between the rent paid by individual tenants and the actual cost to operate the unit per month. The actual operating cost is the amount necessary to cover each facility's operating expenses, which includes property management and office staff, utilities, taxes, licenses, insurance, maintenance, security and required reserves. The amount of the projected subsidy is specified in each agreement, and (i) is subject to revision annually by MOHCD based on the prior years' occupancy and operating budget, and (ii) is contingent on the annual General Fund appropriation to HSH, under work orders with MOHCD, by the Board of Supervisors.

The Attachment provided by MOHCD summarizes the projected LOSP expenditures for each of the six projects, over the approximately 15-year term of each agreement. As shown in the Attachment, the City's 2019 subsidy provided per housing unit ranges from \$571 per month at the Railton Place project to \$1,893 per month at the 455 Fell Street Family Housing project. According to Ms. Romero, the significant variation in the subsidy per unit is primarily due to the number of the LOSP units per project because economies of scale allow property management and other housing staff requirements to be spread over a greater number of units. Target populations and staffing models are also additional factors.

As summarized in Table 4 below, the total costs over the approximately 15-year term for the six projects are estimated to be \$43,410,547. The annual General Fund subsidies for these six projects are anticipated to increase from \$1,996,862 in 2019 to \$3,584,019 in 2033. The average cost of each unit's subsidy that would be provided over the approximately 15-year term of each of these agreements is shown in Table 4, ranging from \$139,039 for each of the 40 units in the Railton Place project to \$415,586 for each of the 4 units at the Monterey Boulevard Apartments project.

Table 4: Projected Subsidy Expenditures under the Proposed Six Agreements

Project	Number of LOSP Units	Total LOSP Cost	Average Cost Per Unit for Agreement Term		
Zygmunt Arendt House (File 18-0529)	31	\$11,787,548	\$380,243		
Parkview Terraces (File 18-0530)	20	4,580,619	\$229,031		
455 Fell Street Family Housing (File 18-0531)	33	10,077,324	\$305,373		
10th & Mission Family Housing (File 18-0532)	44	9,741,171	\$221,390		
Railton Place (File 18-0533)	40	5,561,543	\$139,039		
Monterey Boulevard Apartments (File 18-0536)	4	1,662,342	\$ 415,586		
TOTAL:	172	\$43,410,547			

As noted above, funding for the proposed agreements are General Fund monies appropriated annually in the Department of Homelessness and Supportive Housing (HSH) budget, which are subject to Board of Supervisors annual appropriation approval. The proposed agreements are administered by MOHCD, under work order agreements with HSH, such that MOHCD would be party to each of the proposed LOSP agreements on behalf of the City.

# **POLICY CONSIDERATION**

# **Annual Reporting**

The Budget and Legislative Analyst's January 2012 Performance Audit of San Francisco's Affordable Housing Policies recommended that MOHCD report annually to the Board of Supervisors on (i) completed and planned supportive housing units for chronically homeless individuals and families, and (ii) funding strategies for planned but not constructed units. According to Ms. Romero, MOHCD reports on the LOSP contracts in the MOHCD Annual Progress Report, which contains all of MOHCD's required reports for the Board of Supervisors.

#### Loss of Continuum of Care Funding from HUD

The federal Department of Housing and Urban Development (HUD) allocates rental assistance funding to eligible housing units each year through applications to the Local Homeless Coordinating Board. Due to increases in the fair market rent in San Francisco, the total number of housing units that receive funding each year is reduced, resulting permanent supportive housing units that previously received Continuum of Care funding losing this funding in 2017 and 2018.

As noted above, Parkview Terraces, Railton Place, and the Monterey Boulevard Apartments previously received Continuum of Care funding, but the funding for these housing units was not renewed by HUD. According to Ms. Romero, housing units that did not receive renewal of the Continuum of Care funding are not eligible for future Continuum of Care funding.

# Parkview Terraces Loss of Funding

While Railton Place and Monterey Boulevard Apartments did not receive Continuum of Care funding due to ineligibility of program model (Railton Place's Clean and Sober program does not conform to HUD's Housing First model) or size (Monterey Boulevard Apartments has only four units), Parkview Terrace lost funding due to inability to meet HUD's reporting requirements. According to Ms. Romero, MOHCD has worked with Chinatown Community Development Corporation (the sponsor of Parkview Terraces) to implement procedures to assure that Chinatown Community Development Corporation will continue to be eligible for Continuum of Care funding at other housing projects sponsored by Chinatown Community Development Corporation.

## **Project Based Vouchers**

An alternative to HUD's Continuum of Care funding are Project Based Vouchers, funded through HUD's Section 8 program and administered by the San Francisco Housing Authority (SFHA). SFHA issued a Request for Proposals (RFP) in August 2017 to award Project Based Vouchers for up to 600 housing units serving the homeless; the three housing projects noted above — Parkview Terraces, Railton Place, and the Monterey Boulevard Apartments — did not apply for Project Based Vouchers in response to this RFP.

According to Ms. Romero, MOHCD and SFHA hope to expand the use of Project Based Vouchers to offset the costs of LOSP for supportive housing units for formerly homeless adults and families. SFHA is only allowed to allocate 20 percent of their Section 8 Housing Choice Vouchers to Project Based Vouchers; this allocation can be increased to 30 percent for housing units for formerly homeless adults and families that have access to supportive services. In order for SFHA to issue a new RFP for Project Based Vouchers, HUD must review and approve a "cap analysis" on how many housing units can be allocated Project Based Vouchers. HUD has not yet approved a new RFP for this purpose.

Because housing units in the six projects being recommended for new 15-year LOSP contracts could potentially be eligible to apply for Project Based Voucher funding through a new RFP process, the proposed resolutions should be amended to (1) request the Director of the Mayor's Office of Housing and Community Development to facilitate the application of the respective housing project to the next RFP for Project Based Voucher funding; and (2) require the LOSP contract for the respective housing project to be amended to account the Project Based Voucher funding if awarded.

# RECOMMENDATIONS

1. Amend the proposed resolutions to clarify the term of each agreement as follows:

File	Provider	Agreement Start Date	Agreement End Date	Term	
18-0529	Zygmunt Arendt House	January 1, 2019	December 31, 2033	15 yrs	
18-0530	Parkview Terraces	April 1, 2018	December 31, 2033	15 yrs, 9 mo	
18-0531	455 Fell Street Family Housing	May 1, 2019	December 31, 2034	15 yrs, 8 mo	
18-0532	10th & Mission Family Housing	July 1, 2018	December 31, 2033	15 yrs, 6 mo	
18-0533	Railton Place	July 1, 2018	December 31, 2033	15 yrs, 6 mo	
18-0536	Monterey Boulevard Apartments	July 1, 2018	December 31, 2033	15 yrs, 6 mo	

- 2. Amend (i) File 18-0529 to state that the current agreement between MOHCD and Arendt House, LP for Zygmunt Arendt House will terminate on December 31, 2018 prior to the start of the new LOSP agreement on January 1, 2019; and (ii) File 18-0530 to state that the current agreement between MOHCD and Parkview Terrace Partners, LP for Parkview Terraces is retroactive from April 1, 2018 through December 31, 2033.
- 3. Amend the proposed resolutions to (1) request the Director of the Mayor's Office of Housing and Community Development to facilitate the application of the respective housing project to the next RFP for Project Based Voucher funding for which they are eligible; and (2) require the LOSP contract for the respective housing project to be amended to account the Project Based Voucher funding if awarded.
- 4. Approve the proposed resolutions as amended.

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	Zygmundt Arendt	Zygmundt Arendt House			10th & Mission			et '	No. of the contract of	Monterey Boulevard			Railton Place			Parkview Terrace	s	
Calendar Year	Months of Contract	Projected Local Operating Subsidy Program Expenditure	Average Local Operating Subsidy Program Subsidy Per Unit Per Month	Months of Contract	Projected Local Operating Subsidy Program Expanditure	Average Local Operating Subsidy Program Subsidy Per Unit Per Month	Months of Contract	Projected Local Operating Subsidy Program Expenditure	Average Local Operating Subsidy Program Subsidy Per Unit Per Month	Months of Contract	Projected Lo Operating Sul Program Expenditu	sidy Subsidy Program Subsidy Rec	Months of Contract	Projected Local Operating Subsidy Program Expenditure	Average Local Operating Subsidy Program Subsidy Per Unit Per Month	Months of Contract	Projected Local Operating Subsidy Program Expenditure	Average Local Operating Subside Program Subside P Unit Per Month
2018	0	\$ -	\$ -	6	\$ 246,896	\$ 935	0	0	\$ -	6		,213 \$ 1,50	6	132,042	\$ 550	9	\$167,817	
2019	12	\$596,433	\$ 1,603	12	\$ 496,130	\$ 940	8	\$323,273	\$ 1,893	12	\$ 75	,771 \$ 1,57	12	274,311	\$ 571	12	\$230,943	
2020	12	\$631,091	\$ 1,696	12	\$ 513,339	\$ . 972	12	\$499,870	\$ 1,309	12	\$ 79	,313 \$ 1,65	12	284,920	\$ 594	12	\$239,079	
2021	12	\$652,644	\$ 1,754	12	\$ 531,193	\$ 1,006	12	\$518,260	\$ 1,357	12	\$ 8	,067 \$ 1,73	12	295,924		12	\$247,134	
2022	12	\$674,295	\$ 1,813	12	\$ 549,715	\$ 1,041	12	\$537,319	\$ 1,407	12		047 \$ 1,81	12	307,337		12	\$254,090	
2023	12	\$699,166	\$ 1,879	12	\$ 568,931	\$ 1,078	12	\$557,065	\$ 1,458	12	\$ 91	271 \$ 1,90	12	319,176	\$ 665	12	\$258,510	\$ 1,07
2024	12	\$725,925	\$ 1,951	12	\$ 588,865	\$ 1,115	12	\$577,524	\$ 1,512	12		759 \$ 1,99	12	331,454		12	\$268,412	
2025	12	\$739,857	\$ 1,989	12	\$ 609,544	\$ 1,154	12	\$598,721	\$ 1,567	12	\$ 100	529 \$ 2,09	12	344,187		12	\$278,448	\$ 1,16
2026	12	\$769,268	\$ 2,068	12	\$ 621,742	\$ 1,178	12	\$620,682	\$ 1,625	12		605 \$ 2,200	12	357,392		12	\$292,761	\$ 1,22
2027	12	\$799,761	\$ 2,150	12	\$ 643,692	\$ 1,219	12	\$643,435	\$ 1,684	12	\$ 111	010 \$ 2,31	12	371,086	\$ 773	12	\$299,127	\$ 1,24
2028	12	\$830,875	\$ 2,234	12	\$ 666,461	\$ 1,262	12	\$667,007	\$ 1,746	12		771 \$ 2,43	12	385,285	-	12	\$314,509	\$ 1,31
2029	12	\$863,149	\$ 2,320	12	\$ 690,079	\$ 1,307	12	\$691,427	\$ 1,810	12		917 \$ 2,56	12	400,009		12	\$321,490	\$ 1,34
2030	12	\$897,128	\$ 2,412	12	\$ 714,577		12	\$716,725	\$ 1,876	12		479 \$ 2,69	12	415,275		12	\$333,288	\$ 1,38
2031	12	\$932,354	\$ 2,506	12	\$ 739,987	\$ 1,401	12	\$742,932	\$ 1,945	12		491 \$ 2,84	12	431,104		12	\$345,511	
2032	12	\$968,872	\$ 2,604	12	\$ 766,343		12	\$770,081	\$ 2,016	12		536 \$ 2,94		447,514		12	\$358,182	
2033	12	\$1,006,730	\$ 2,706	12	793,67	3 \$ 1,503	12	\$798,203	\$ 2,058	12	14	,563 \$ 3,110	12	464,527	\$ 958	12	\$371,318	\$ 1,54
2034	0	\$0	\$ -	0	\$ -	\$ -	12	\$814,800	\$ 2,058									
TOTAL:	180	\$ 11,787,548		186	\$ 9,741,17	2	188	\$ 10,077,324		186	\$ 1,66	1,342	186	\$5,561,543		189	\$ 4,580,619	
of LOSP Units	31	<u> </u>		44		<del></del>	33			4	·		40	,		20		

Total LOSP 2018		\$	582,968		
2	2019	\$	1,996,862		
	2020	\$	2,247,612		
	2021	\$	2,328,222		
	2022	\$	2,409,803		
	2023	\$	2,494,118		
	2024	\$	2,587,939		
	2025	\$	2,671,286		
	2026	\$	2,767,450		
	2077	\$	2,868,111		
	2028	\$	2,980,908		
	2029	\$	3,089,071		
	2030	\$	3,206,472		
	2031	\$ \$ \$	3,328,379		
	2032	\$	3,452,527		
	2033	\$	3,584,019		
	2034	\$ \$	814,800		

LOSP New or Re	newal Projects con	ning on line in 2018-19						UNIT MIX - HO	MELESS UNITS				
	Target Population	Service Agency		Ti Homeless Units		15 Year LOSP Contract	Other Operating Subsidies	Studios	1-BR	2-BR	3-BR	4-BR	TOTA
Zygmundt Arendt House	Seniors	Community Housing Partership	47	47	31	\$ 11,787,548	Continuum of Care	47					4
10th & Mission	Familles	Catholic Charities	136	44	44	\$ 9,741,172	None		34	42	60		136
455 Fell Street	Families	Mercy Housing California and Episocpal Community Services	108	33	33	\$ 10,077,324	None	1	57	42	8		108
Monterey Blvd	Families	Dept of Homelessness	4	4	4	\$ 1,662,342	None		1	3			4
Railton Place	Adults	The Salvation Army	113	110	40	\$5,561,543	THP Plus, VASH, Salvation Army		113				113
Parkview Terraces	Seniors	Northern California Presbyterian Homes and Serviecs	101	20	20	\$ 4,580,619	None	59	42				101
TOTAL			509	258	172	\$ 43,410,548							509

# CITY AND COUNTY OF SAN FRANCISCO MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

#### **GRANT AGREEMENT**

between

#### CITY AND COUNTY OF SAN FRANCISCO

and

Housing Services Affiliate of the Bernal Heights Neighborhood Center

# For MONTEREY BOULEVARD APARTMENTS

#### **403 MONTEREY STREET**

THIS GRANT AGREEMENT (this "Agreement") is made this July 1, 2018, by and between Housing Services Affiliate of the Bernal Heights Neighborhood Center, a California nonprofit public benefit corporation ("Grantee"), and the CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation ("City") acting by and through the Mayor's Office of Housing and Community Development ("MOHCD").

#### WITNESSETH:

WHEREAS, Grantee submitted the Application Documents (as hereinafter defined) to MOHCD for a grant through MOHCD's Local Operating Subsidy Program ("Program"); and

WHEREAS, City desires to provide such a grant on the terms and conditions set forth herein; and

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained in this Agreement and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereto agree as follows:

# ARTICLE 1 DEFINITIONS

- 1.1 Specific Terms. Unless the context otherwise requires, the following capitalized terms (whether singular or plural) shall have the meanings set forth below:
- "ADA" shall mean the Americans with Disabilities Act (including all rules and regulations thereunder) and all other applicable federal, state and local disability rights legislation, as the same may be amended, modified or supplemented from time to time.
  - "Additional Leasing Date" shall have the meaning given to it in Section 4.1.
- "Agreement Date" means the date this Agreement is duly executed and delivered by Grantee and MOHCD.

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- "Annual Monitoring Report" shall have the meaning given to it in Section 6.1.
- "Annual Operating Budget" means the operating budget for the Project approved by City attached hereto as Exhibit B, as amended by Grantee and City from time-to-time.
- "Applicable Laws" means all applicable present or future federal, state, local and administrative laws, rules, regulations, codes, orders and requirements.
- "Application Documents" shall mean collectively: (i) the grant application submitted by Grantee for a Program grant, including all exhibits, schedules, appendices and attachments thereto; (ii) all documents, correspondence and other written materials submitted in respect of such grant application; and (iii) all amendments, modifications or supplements to any of the foregoing approved in writing by City.
- "Approved Shortfall" means the amount that is approved by MOHCD, if any, by which the Operating Costs for any Business Year during the Term exceed the Project Income attributable to the Assisted Units for such Business Year.
  - "Assisted Units" means four (4) residential units at the Project.
- "Business Year" means each period of twelve (12) months used by the Project to define the beginning and end of the year for purposes of accounting and other reporting.
  - "CFR" means the Code of Federal Regulations.
- "Certificate of Preference" means the form establishing a priority right for tenant selection, as further described in the Operational Rules.
- "Certificate of Preference Holder" means a person or household that has been issued a Certificate of Preference.
  - "Charter" shall mean the Charter of City.
  - "Charter Documents" shall have the meaning given in Section 6.2.
  - "City" means the City and County of San Francisco.
- "City Loan Documents" means the MOHCD Loan Agreement and the documents executed in connection therewith.
  - "Controller" shall mean the Controller of City.
  - "Director" means MOHCD's Director or an authorized representative of the Director.
  - "Effective Date" means the Agreement Date.
  - "Event of Default" shall have the meaning set forth in Section 11.1.
- "First Subsidy Payment" shall mean the Subsidy Payment for the initial period starting from the Effective Date.
  - "Grant Amount" shall have the meaning set forth in Section 5.1.
- "Grant Funds" shall mean any and all funds allocated or disbursed to Grantee under this Agreement.
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"Gross Rent" means the aggregate annual sum charged to Tenants for rent and utilities, with utility charges limited to an allowance determined by the San Francisco Housing Authority and published by MOHCD.

"HSH" means the San Francisco Department of Homelessness and Supportive Housing.

"HUD" means the United States Department of Housing and Urban Development acting by and through the Secretary of Housing and Urban Development and any authorized agents.

"Indemnified Parties" shall mean City, including MOHCD and all of City's commissions, departments, agencies and other subdivisions, and City's elected officials, directors, officers, employees, agents, and representatives, and their respective successors and assigns.

"Initial Leasing Date" shall be the date when the first Assisted Unit is leased and occupied by a Tenant.

"Loan Committee" means the City review committee that selects Program grantees.

"LOSP Clients" means the formerly homeless individuals or households that HSH deems eligible for Program assistance pursuant to the Program criteria set forth on the attached Exhibit D (as such criteria may be amended from time to time by MOHCD) as administered by Grantee pursuant to this Agreement, the LOSP Policies and Procedures Manual and the Services Agreement.

"LOSP Policies and Procedures Manual" means the document published jointly by MOHCD and HSH describing the program's operational policies and procedures, as may be amended from time to time.

"Maintenance Duties" shall have the meaning given to it in Section 4.8(a).

"Median Income" means median income as published annually by MOHCD, derived from the Income Limits determined by HUD for the for the San Francisco area, adjusted solely for household size, but not high housing cost area.

"MOHCD" shall mean the Mayor's Office of Housing and Community Development of the City and County of San Francisco.

"MOHCD Loan Agreement"	' means that cer	tain loan agreement	t, dated as of	, betwe	en
MOHCD and Grantee with respect to	эа\$	loan.			

"Operating Costs" means the following costs: (a) all charges incurred in the operation of the Project for utilities, real estate taxes and assessments and premiums for insurance required under this Agreement, the City Loan Documents or the Senior Loan Documents; (b) salaries, wages and any other compensation due and payable to the employees or agents of Grantee employed in connection with the Project, including all related withholding taxes, insurance premiums, Social Security payments and other payroll taxes or payments; (c) Qualified Minimal Debt Service Payments, if any; (d) the asset management fees, partnership management fees, investor services fee and deferred developer fees described in the Annual Operating Budget or otherwise approved by MOHCD in writing; (e) all other expenses actually incurred to cover the operation of the Project to the standards required under this Agreement, including maintenance and repairs, and property management fees (to the extent such fees are permitted to be made under the MOHCD Loan Agreement); (f) required deposits to the Replacement Reserve Account (as defined in the MOHCD Loan Agreement), Operating Reserve Account, and any other reserve account required under this Agreement (excluding the Subsidy Reserve Account), the City Loan Documents or the Senior Loan Documents; and (g) any extraordinary expenses arising from the ownership or operation of the Project approved in advance and in writing by MOHCD. "Operating Costs" shall not include any loan payments to be made under the City Loan Documents, the Senior Loan

Documents or any other loan payments other than Qualified Minimal Debt Service Payments, nor any costs Grantee incurs in providing services to a Project tenant other than the services to be provided under such Project tenant's lease or otherwise approved hereunder.

"Operating Reserve Account" means the interest-bearing operating reserve depository account Grantee is required to maintain pursuant to the MOHCD Loan Agreement.

"Operational Rules" means MOHCD's Operational Rules for San Francisco Housing Lotteries and Rental Lease Up Activities dated August 1, 2015, as amended from time to time.

"Operating Statement" shall have the meaning set forth in Section 6.1.

"Opinion" means an opinion of Grantee's California legal counsel, satisfactory to MOHCD, that Grantee is a duly formed, validly existing nonprofit corporation in good standing under the laws of the State of California, has the power and authority to enter into this Agreement and will be bound by its terms when executed and delivered, and that addresses any other matters MOHCD reasonably requests.

"Program" means the Local Operating Subsidy Program, through which MOHCD provides operating subsidies to housing projects that provide permanent supportive housing for formerly homeless individuals and households.

"Program Transition Reserve Account" shall have meaning given to it in Section 2.5.

"**Project**" means the four (4) unit housing project commonly known as Monterey Boulevard Apartments, which is located on the Real Property.

"Project Income" means all income and receipts in any form received by Grantee from the operation, use or ownership of the Project, calculated on an accrual basis, including rents, fees, deposits (other than tenant security deposits), reimbursements and other charges paid to Grantee by MOHCD in connection with the Project (other than Grant Funds), and any funds held in the Subsidy Reserve Account.

"Project Operating Account" means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOHCD as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program.

"Projected Shortfall" means the amount, if any, by which the Operating Costs for any Business Year during the Term are projected to exceed the Project Income obtained from the Assisted Units for such Business Year.

"Qualified Minimal Debt Service Payment" means a minimal debt service payment that Grantee must make under the MOHCD Loan Agreement, the Senior Loan Documents or any additional affordable housing loan for the Project, provided that Grantee first obtains MOHCD's written consent to such additional loan, including any proposed repayments to be made to such additional loan.

"Real Property" shall mean the real property described on the attached Exhibit C.

"Referral" means HSH documentation of eligibility of LOSP client being referred for permanent supportive housing at the Project.

"Senior Loan Documents" means the following documents: None.

"Services Agreement" means a Contract for Services between Tenant Services Contractor and HSH for the provision of services to LOSP Clients at the Project, if HSH chooses to enter into such contract.

"Subsidy Payment" means a payment made by MOHCD to Grantee pursuant to the terms of this Agreement, which shall be made in the manner and in the amount specified in <u>Article 5</u> below.

"Subsidy Reserve Account" means a checking account maintained by Grantee, which shall be held in a bank or savings and loan institution acceptable to MOHCD as a segregated account insured by the Federal Deposit Insurance Corporation or other comparable federal insurance program, and used only for the purposes specified in Section 4.3.

"Tenant" shall mean a LOSP Client who leases an Assisted Unit.

"Tenant-Paid Rent" means the annual amount charged to Tenants for rent, not including any applicable utility allowance, which must be included when calculating Gross Tenant Rent.

"Tenant Services Contractor" shall mean HSH, until such time that HSH chooses to enter into contract with a third party services contractor.

"Term" shall have the meaning given to in Section 3.

"Termination Notice Date" shall have the meaning given to in Section 4.1.

"Transition Plan" shall have the meaning given to in Section 2.5.

"Underlying Restricted Rent" is the maximum Gross Rent allowed under the MOHCD Loan Agreement or any other more-restrictive covenants under City-approved funding agreements.

"Vacancy Period" shall have the meaning given to in Section 4.1.

"15-Year Cash Flow" means the cash flow projection described in the attached Exhibit B.

- 1.2 Additional Terms. The terms "as directed," "as required" or "as permitted" and similar terms shall refer to the direction, requirement, or permission of MOHCD. The terms "sufficient," "necessary" or "proper" and similar terms shall mean sufficient, necessary or proper in the sole judgment of MOHCD. The terms "approval," "acceptable" or "satisfactory" or similar terms shall mean approved by, or acceptable to, or satisfactory to MOHCD. The terms "included" or "included" or "including" and similar terms shall be deemed to be followed by the words "without limitation". The use of the term "subcontractor," "successor" or "assign" herein refers only to a subcontractor ("subgrantee"), successor or assign expressly permitted under <a href="Article 13">Article 13</a>.
- 1.3 References to this Agreement. References to this Agreement include: (a) any and all appendices, exhibits, schedules, attachments hereto; (b) any and all statutes, ordinances, regulations or other documents expressly incorporated by reference herein; and (c) any and all amendments, modifications or supplements hereto made in accordance with Section 17.2. References to articles, sections, subsections or appendices refer to articles, sections or subsections of or appendices to this Agreement, unless otherwise expressly stated. Terms such as "hereunder," herein or "hereto" refer to this Agreement as a whole.

# ARTICLE 2 APPROPRIATION AND CERTIFICATION OF GRANT FUNDS; LIMITATIONS ON CITY'S OBLIGATIONS

2.1 Risk of Non-Appropriation of Grant Funds. This Agreement is subject to the budget and fiscal provisions of the Charter. City shall have no obligation to make appropriations for this Agreement in lieu of appropriations for new or other agreements or for other MOHCD expenditures. Grantee acknowledges that MOHCD's obligation to make Subsidy Payments under this Agreement is expressly conditioned on the (a) appropriation of sufficient funds to HSH for Subsidy Payments and transfer of such funds from HSH to MOHCD (or as MOHCD may direct such funds to be transferred directly by HSH to Grantee), which appropriation and transfer is subject to HSH's annual operating budget, or (b) appropriation of

sufficient funds for Subsidy Payments to MOHCD's annual operating budget. If the funds appropriated for Program subsidy payments in a given year will be insufficient to fund the total Program subsidy payments MOHCD intended to make in such year, MOHCD shall have the right to reduce the amount of Program subsidy payments and to select the qualifying projects subject to such reduced payments.

Notwithstanding the foregoing, however, qualifying projects that are not financed with State Department of Housing and Community Development Multifamily Housing Program Supportive Housing Component funds ("HCD Funds") will be subject to such Program subsidy payment reductions before any such reductions are made to qualifying projects financed with HCD Funds.

If MOHCD determines that Subsidy Payments for any given period must be reduced due to a shortfall in appropriated Program funds (a "Non-Appropriation Event"), MOHCD shall notify Grantee that a Non-Appropriation Event has occurred. City's obligation to make any Subsidy Payments in excess of those for which sufficient funds have been appropriated shall automatically terminate as of such Non-Appropriation Event, except as may be required pursuant to Section 2.5 below. Grantee acknowledges that HSH's and MOHCD's annual operating budgets are each subject to the discretion of City's Mayor and Board of Supervisors and a Non-Appropriation Event may occur during the Term and, accordingly, that Subsidy Payments may subsequently not be made in the amounts projected pursuant to this Agreement. Grantee's assumption of such risks is part of the consideration for this Agreement.

- **2.2** Certification of Controller; Guaranteed Maximum Costs. No funds shall be available under this Agreement until prior written authorization certified by the Controller. In addition, as set forth in Section 21.10-1 of the San Francisco Administrative Code:
- (a) City's obligations hereunder shall not at any time exceed the amount certified by the Controller for the purpose and period stated in such certification, the current Controller certification for Grant Funds is only for the First Subsidy Payment, and Controller certification will be a condition precedent for all other Subsidy Payments to the extent that Project Transition Reserve Account funds are not available to fund such Subsidy Payments.
- (b) Except as may be provided by City ordinances governing emergency conditions, City and its employees and officers are not authorized to request Grantee to perform services or to provide materials, equipment and supplies that would result in Grantee performing services or providing materials, equipment and supplies that are beyond the scope of the services, materials, equipment and supplies specified in this Agreement unless this Agreement is amended in writing and approved as required by law to authorize the additional services, materials, equipment or supplies. City is not required to pay Grantee for services, materials, equipment or supplies provided by Grantee if they are beyond the scope of the services, materials, equipment and supplies agreed upon herein and were not approved by a written amendment to this Agreement lawfully executed by City.
- (c) City and its employees and officers are not authorized to offer or promise to Grantee additional funding for this Agreement that would exceed the maximum amount of funding provided for herein. Additional funding for this Agreement in excess of the maximum provided herein shall require lawful approval and certification by the Controller. City is not required to honor any offered or promised additional funding that exceeds the maximum provided in this Agreement, which requires lawful approval and certification of the Controller when the lawful approval and certification by the Controller has not been obtained.
- (d) The Controller is not authorized to make payments on any agreement for which funds have not been certified as available for such purposes in the budget of HSH or MOHCD or by supplemental appropriation.
- **2.3** Automatic Termination for Nonappropriation or Nontransfer of Funds. This Agreement shall automatically terminate, without penalty, liability or expense of any kind to City, at the end of the period of the City's Business Year that a Non-Appropriation Event occurs, except as otherwise set forth in Section 2.5.

- **2.4 SUPERSEDURE OF CONFLICTING PROVISIONS.** IN THE EVENT OF ANY CONFLICT BETWEEN ANY OF THE PROVISIONS OF THIS <u>ARTICLE 2</u> AND ANY OTHER PROVISION OF THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, THE TERMS OF THIS <u>ARTICLE 2</u> SHALL GOVERN.
- 2.5 Program Transition Reserve Account. All LOSP subsidy payments, including the Subsidy Payments, are conditioned on the appropriation of sufficient funds therefor and the transfer of such funds to MOHCD's annual budget. MOHCD intends to establish a reserve account, as MOHCD deems appropriate and in its sole discretion, to fund all or a portion of selected LOSP subsidy payments in the event sufficient funds are not so appropriated or transferred (the "Program Transition Reserve Account"). If there is a Non-Appropriation Event, City shall use Program Transition Reserve Account funds to disburse such Subsidy Payments to the extent there are sufficient Program Transition Reserve Account funds for such disbursements.

If there is a Non-Appropriation Event, and City fully funds the following year's Subsidy Payment in the amount shown on Exhibit A (whether with Program Transition Reserve Account funds or otherwise), this Agreement shall remain in effect through the last day of the period for which such Subsidy Payment is made. In the event City continues to fully fund subsequent Subsidy Payments, this Agreement shall remain in effect through the last day of the period for which each such subsequent Subsidy Payment is made.

City shall have no obligation to replenish or supplement the Program Transition Reserve Account. City shall have the right to, at MOHCD's discretion, use Program Transition Reserve Account funds to make subsidy payments to LOSP grantees other than Grantee. The Program Transition Reserve Account shall remain the City's property at all times and any interest that accrues thereon shall remain the sole property of City and will be deemed part of the Program Transition Reserve Account. If any funds remain in the Program Transition Reserve Account at the expiration of the Term or earlier termination of this Agreement, such funds shall remain with City and Grantee shall have no rights thereto.

Grantee agrees that it shall not make any distributions or payments of Residual Receipts, as defined in the MOHCD Loan Agreement, until City has approved the distribution or payment of such Residual Receipts.

# ARTICLE 3 TERM

The term of this Agreement (the "Term") shall commence on the Effective Date and shall terminate on the 31<sup>st</sup> day of December, 2033, unless earlier terminated in accordance with the terms herein.

# ARTICLE 4 PERFORMANCE OF GRANT OBLIGATIONS

# 4.1 Lease of Assisted Units.

(a) Commencing on the Initial Leasing Date, Grantee shall lease all of the Assisted Units to the LOSP Clients it selects from Referrals supplied by the City.

If an Assisted Unit lease terminates at any time, Grantee shall deliver written notice of such termination to City within five (5) business days of such termination (the "Termination Notice Date"). City shall accordingly deliver a Referral to Grantee within fifteen (15) business days of receiving such Assisted Unit lease termination notice and Grantee shall lease such vacated Assisted Unit to the LOSP Client within the sixty (60) day period immediately following its receipt of such Referrals (each such additional lease update shall be referred to as an "Additional Leasing Date"). The period of time

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between a Termination Notice Date and the corresponding Additional Leasing Date shall be referred to as a "Vacancy Period". After the Initial Leasing Date, an Assisted Unit may remain vacant during any Vacancy Period applicable to such Assisted Unit. If City fails to timely deliver the required Referrals at any time, until City delivers such Referrals, Grantee can submit a request to City to use a qualified candidate identified by Grantee that satisfies the requirements of Exhibit D, and such request shall not be unreasonably denied.

(b) Grantee shall give preference in occupying all Assisted Units first to Certificate of Preference Holders in accordance with the Preferences Ordinance; provided that such applicants satisfy all other applicable eligibility requirements under the City Loan Documents and the Senior Loan Documents.

## (c) Intentionally Omitted

- (d) Grantee shall have sole discretion in selecting the LOSP Clients that will be Tenants, provided that Grantee's decision not to rent an Assisted Unit to an LOSP Client referred to Grantee by City shall not be unreasonably withheld or conditioned, and provided further that Grantee shall not discriminate against or permit discrimination against any person or group of persons because of race, color, creed, national origin, ancestry, age, sex, sexual orientation, disability, gender identity, height, weight, source of income or acquired immune deficiency syndrome (AIDS) or AIDS related condition (ARC) in the leasing of the Assisted Units.
- (e) Grantee shall comply with the Tenant Selection Plan Policy set forth in the attached **Exhibit H** when selecting tenants for the Assisted Units.
- (f) Grantee shall comply with the Tenant Screening Criteria Policy set forth in the attached **Exhibit I** when screening tenants for the Assisted Units.
- (g) Grantee shall rent each Assisted Unit to a Tenant pursuant to a separate lease agreement that complies with this Agreement. Each Tenant lease shall provide for termination of such lease and such Tenant's consent to immediate eviction if the Tenant has made any material misrepresentation in the initial income certification made by Tenant to City or in any later income certification made by Tenant to Grantee. The lease agreement for each Assisted Unit must also contain the applicable Lease Addendum, which can be found in the **LOSP Policies and Procedures Manual**.
- (h) Grantee shall obtain each Tenant's recertification of his/her household income on an annual basis. Such income certifications shall be prepared pursuant to low income housing tax credit guidelines for household income and shall be maintained on file at Grantee's principal office for no less than five (5) years following the date of such certification, and Grantee must file or cause to be filed copies thereof with MOHCD promptly upon MOHCD's request therefor.
- (i) Security deposits may be required of Tenants only in accordance with applicable federal regulations, state law and this Agreement. Any security deposits collected must be segregated from all other funds of the Project in an account held in trust for the benefit of the Tenants and other tenants of the Project and disbursed in accordance with California law. The balance in such security deposit account must at all times equal or exceed the aggregate of all security deposits collected plus accrued interest thereon, less any security deposits or interest thereon returned to Tenants or any other tenants of the Project.

# 4.2 Rent Restrictions.

- (a) Gross Rent charged for any Tenant shall be the lower of thirty percent (30%) of a Tenant's gross monthly income, or the maximum rent allowed under the MOHCD Loan Agreement.
- (b) With the written approval of HSH, the Gross Rent charged to a Tenant may be increased as a result of a determination by HSH that such Tenant is no longer eligible under the Program, so long as the Gross Rent charged does not exceed the Underlying Restricted Rent. Notwithstanding the forgoing,

Tenants deemed no longer eligible by HSH who remain occupants of the Project shall still be considered a LOSP Client and the Tenant's Unit shall still constitute an Assisted Unit for purposes of compliance with the requirements of this Agreement.

- (c) Grantee must provide MOHCD at least annually a report showing actual household income level and Gross Rent for each Tenant.
- 4.3 Operating Reserve Account; Subsidy Reserve Account. Grantee shall comply with all of its requirements for the Operating Reserve Account under the MOHCD Loan Agreement. In addition, if the Subsidy Payment made to Grantee for a Business Year exceeds the Approved Shortfall for such Business Year, as determined pursuant to the reports delivered under Section 6.1, Grantee shall deposit such excess amount in the Subsidy Reserve Account. Grantee shall not use Subsidy Reserve Account funds, or any interest earned thereon, for any purpose other than as provided in this Agreement. The only funds that shall be held in the Subsidy Reserve Account shall be the moneys deposited therein pursuant to this Section and the interest earned thereon.

If the Approved Shortfall for a Business Year exceeds the Subsidy Payment made to Grantee for such Business Year, Grantee shall first use Subsidy Reserve Account funds, to the extent available, to pay the Operating Costs that comprise such excess shortfall. If the Subsidy Reserve Account plus Subsidy Payment funds are insufficient to pay all of the Operating Costs in any given Business Year, Grantee shall use Operating Reserve Account funds, if any, to pay the remaining Operating Costs, subject to any approval Grantee must obtain from any lender under the Senior Loan Documents or Grantee's tax credit limited partner to so use the Operating Reserve Account funds.

## 4.4 [Intentionally Omitted]

**4.5** Annual Operating Budget. The Annual Operating Budget attached hereto as **Exhibit B** sets forth Grantee's anticipated Operating Costs, Project Income and Projected Shortfall for the Term of the Agreement. Grantee shall pay Operating Costs in conformity with the approved Annual Operating Budget. MOHCD's prior written consent shall not be required before Grantee can spend funds on Operating Costs that differ in amount from the amounts in the Annual Operating Budget.

Grantee can submit requests to change the amount of the Annual Operating Budget and corresponding Subsidy Payment for any year during the term by supplying a written proposal to MOHCD. MOHCD will provide project-specific guidance about other materials required to analyze the requested change including but not limited to a variance analysis that includes a quantitative assessment of the difference between projected annual income and expenses and actual annual income and expenses, and explanations for the cause of any significant variances.

Any travel expenses incurred by Grantee must be reasonable and must comply with the following:

- (i) Lodging, meals and incidental expenses shall not exceed the then-current per diem rates set forth by the United States General Services Administration for the County of San Francisco found at: https://www.gsa.gov/portal/category/104711.
- (ii) Air transportation expenses must use fares for coach-class accommodations, provided that purchases for air travel must occur no less than one week before the travel day.
- (iii) If ground transportation is required, the City urges the use of public transit or courtesy shuttles if provided by a lodging. If courtesy transportation is not provided by a lodging, ground transportation expenses for travel to or from regional airports must not exceed Fifty Dollars (\$50.00) each way. Other ground transportation expenses must not exceed then-current San Francisco taxi rates found at: https://www.sfmta.com/getting-around/taxi/taxi-rates. Ground transportation shall not include any expenses for luxury transportation services, such as a limousine, or any expenses related to travel to or from Project site meetings by Borrower's employees.

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- (iv) Miscellaneous travel expenses must not exceed Fifty Dollars (\$50.00) without prior written approval of the City.
- (v) Any Disbursement Request for travel expenses must include supporting documentation, including, without limitation, original itemized receipts showing rates and cost, air travel itinerary, proof of payment, and any written justification requested by the City.

For the purpose of this Section, the terms "lodging," "meals" and "incidental expenses" shall have the same meanings defined in 41 CFR Part 300-3; the term "coach-class" shall have the same meaning defined in 41 CFR Part 301-10.121(a); and the term "miscellaneous" means copying services, printing services, communication services, or other services reasonably related to travel for the Project and approved by the City.

4.6 Grantee's Board of Directors. Grantee's manager, if Grantee is a limited liability company, or Grantee's general partner or the sole member of the limited liability company general partner, if Grantee is a limited partnership, shall at all times be governed by a legally constituted and fiscally responsible board of directors. Such board of directors shall meet regularly and maintain appropriate membership, as established in such entity's bylaws and other governing documents and shall adhere to applicable provisions of federal, state and local laws governing nonprofit corporations. Such entity's board of directors shall exercise such oversight responsibility with regard to this Agreement as is necessary to ensure full and prompt performance by Grantee of its obligations under this Agreement.

## 4.7 [Intentionally Omitted]

## 4.8 Maintenance and Management of Project.

- (a) Grantee shall be responsible for ensuring all Project maintenance, repair and management functions, including the collection of rents, routine and extraordinary repairs and replacement of capital items, and for keeping the Project in a safe and sanitary manner and in good operating condition in accordance with all Applicable Laws, the City Loan Documents and the Senior Loan Documents (collectively, the "Maintenance Duties").
- (b) Grantee may contract with a management agent for the performance of the Maintenance Duties subject to MOHCD's prior written approval of both the management agent and the management contract, provided, however, that the arrangement will not relieve Grantee of responsibility for performance of those duties. A management contract must contain a provision allowing Grantee to terminate the contract without penalty upon no more than thirty (30) days' notice.
- (c) MOHCD will provide written notice to Grantee if MOHCD determines that the Maintenance Duties are not being performed in accordance with this Agreement. If Grantee is then in contract with a management agent pursuant to subsection (b) above, and such management agent fails to fully cure such failure within thirty (30) days of the date that MOHCD delivers such written notice, Grantee shall exercise such thirty (30) day termination right, terminate the management contract and make immediate arrangements for cure of such failure and for the continuous and continuing performance of the Maintenance Duties. If, at the time of such notice, Grantee is not in contract with a management agent pursuant to subsection (b) above, in addition to MOHCD's rights hereunder, MOHCD shall have the right to require that Grantee, at Grantee's sole cost, contract with a management agent to perform the Maintenance Duties, or to make other arrangements the City deems necessary to ensure full and timely performance of the Maintenance Duties.
  - (d) Grantee shall operate the Project in compliance with all Applicable Laws.

### 4.9 Services Agreement; Provision of Services.

- (a) Grantee hereby agrees to allow the Tenant Services Contractor (and any subsequent service provider) access to the Project at all reasonable times for the provision of services to the Project's LOSP Clients.
- (b) Grantee shall promptly provide written notice to MOHCD if Grantee obtains knowledge of any default, or event that with notice or the passage of time or both could constitute a default, under the Services Agreement.
- (c) In the event that the Services Agreement is terminated for any reason, or that MOHCD and/or HSH determines that the Tenant Services Contractor needs to be replaced, Grantee shall cooperate in good faith with MOHCD and HSH in obtaining a new service provider for the LOSP Clients in the Project. In such an event, the selection of the new service provider for the Project shall require Grantee's prior consent, which shall not be unreasonably delayed or denied. However, if the Tenant Services Contractor is an affiliate of Grantee, the selection of a new service provider for the Project shall not require Grantee's prior consent. Grantee hereby agrees and acknowledges that nothing in this Agreement gives Grantee any right to consent to the MOHCD and/or HSH determination to terminate the Services Agreement or to replace the Tenant Services Contractor.

# ARTICLE 5 USE AND DISBURSEMENT OF GRANT FUNDS

5.1 Maximum Amount of Grant Funds; Disbursement of Subsidy Payments. In no event shall the total amount of Grant Funds disbursed hereunder exceed One million six hundred sixty-two thousand, three hundred forty-two Dollars \$1,662,342(the "Grant Amount"). Subject to Grantee's performance of its obligations under this Agreement and MOHCD's receipt of sufficient funds, as further set forth in Article 2, the Grant Funds shall be disbursed through Subsidy Payments.

Provided that Grantee is in compliance with all of the conditions for receipt of the First Subsidy Payment, City shall deliver the First Subsidy Payment to Grantee within sixty (60) business days immediately following the Agreement Date. For every subsequent year during the Term, provided that Grantee is in compliance with all of the conditions for receipt of a Subsidy Payment, City shall deliver the Subsidy Payment for such year to Grantee within sixty (60) business days immediately following the date when the funds have been made available for MOHCD for disbursement.

## 5.2 Subsidy Payment Amounts and Adjustments.

- (a) The 15-Year Cash Flow is the Parties' current expectations of Operating Costs and Projected Shortfalls during the Term. The Parties anticipate that the amount of the First Subsidy Payment and each subsequent Subsidy Payment shall be as shown on **Exhibit A**. The First Subsidy Payment amount reflects the Projected Shortfall for the period starting on the Effective Date. Notwithstanding the foregoing initial calculations of the 15-Year Cash Flow and the Subsidy Payment amounts, however, each Subsidy Payment (including the First Subsidy Payment) is subject to further adjustment pursuant to this Section and City's annual review and approval of the applicable Annual Operating Budget. The City shall reduce the subsequent Subsidy Payments by the amount of any funds held in the Subsidy Reserve Account.
- (b) The total amount of all Subsidy Payments made hereunder shall not exceed the Grant Amount. If the total amount of all Subsidy Payments made hereunder equals the Grant Amount at any time prior to the expiration of the Term, no further Subsidy Payments shall be made hereunder. If any Subsidy Payment would, if made, cause the total amount of all Subsidy Payments made hereunder to exceed the Grant Amount, such Subsidy Payment shall be accordingly reduced so the total amount of Subsidy Payments made hereunder equals the Grant Amount.
- **5.3** Use of Grant Funds. Grantee shall use the Grant Funds only for Operating Costs and for no other purpose. Grantee shall expend the Grant Funds in accordance with the Annual Operating Budget.

- 5.4 Conditions Precedent to Payment of First Subsidy Payment. Grantee shall fully satisfy each of the following conditions prior to delivery of the First Subsidy Payment.
- (a) Grantee must have delivered to the City fully executed (and for documents to be recorded, acknowledged) originals of the following documents, in form and substance satisfactory to the City: (i) this Agreement (in triplicate); (ii) the Opinion; and (iii) the Authorizing Resolutions.
  - (b) Grantee must have delivered its Charter Documents to the City.
- (c) Grantee shall be in compliance with all of its obligations under City Loan Documents and the Senior Loan Documents.
- (d) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of the First Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and HSH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.
- (e) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of the Initial Subsidy Payment is to be disbursed hereunder.
- 5.5 Conditions Precedent to Payment of Subsequent Subsidy Payments. Grantee shall fully satisfy each of the following conditions prior to delivery of any Subsequent Subsidy Payment:
- (a) Grantee shall be in compliance with all of its obligations under the City Loan Documents and the Senior Loan Documents.
- (b) Tenant Services Contractor shall be in compliance with all of its obligations under the Services Agreement, and no default, or event that with notice or the passage of time or both could constitute a default, shall exist and remain uncured under the Services Agreement; provided however that disbursement of any Subsequent Subsidy Payment shall not be withheld due to an uncured default under the Services Agreement if at the time of expected disbursement, Grantee provides City with sufficient evidence that it is cooperating in good faith with the City and DPH to diligently pursue a cure of said default, which may or may not include Grantee directly providing the required services under the Services Agreement.
- (c) No Event of Default, or event that with notice or the passage of time or both could constitute an Event of Default, shall exist and remain uncured as of the date of such Subsidy Payment is to be disbursed hereunder.

# ARTICLE 6 REPORTING REQUIREMENTS; AUDITS; PENALTIES FOR FALSE CLAIMS

6.1 Regular Reports; Operating Statements. Grantee must file electronically with the City no later than one hundred fifty (150) days after the end of Grantee's calendar year annual report forms (the "Annual Monitoring Report") that include audited financial statements including any management letters; an income and expense statement for the Project covering the applicable reporting period "Operating Statement"; a statement of balances, deposits and withdrawals from all Accounts; and evidence of required insurance. The Annual Monitoring Report must be in substantially the form attached as Exhibit G or as later modified by MOHCD during the Term.

Such Annual Monitoring Report shall include a list of the Operating Costs paid by Grantee during such applicable prior Business Year and Grantee's certifications that (a) the total Grant Funds received by Grantee as of the end date of the applicable Business Year have been used only to pay Operating Costs, (b) all of Grantee's representations and warranties in this Agreement remain true and correct in all material respects as if made on the end date of such the applicable Business Year, (c) there is no Event of Default by Grantee as of the end date of the applicable Business Year, and (d) the party signing the Annual Monitoring Report is an officer of Grantee authorized to do so on Grantee's behalf.

- 6.2 Organizational Documents. Prior to the Effective Date, Grantee shall provide to City the following documents (collectively, the "Charter Documents"): a certified certificate of status and (a) if Grantee is a corporation, its bylaws, and a certified copy of its articles of incorporation; (b) if Grantee is limited partnership, its partnership agreement, a certified copy of its certificate of partnership, and the organizational documents of its general partner; and (c) if Grantee is a limited liability company, its operating agreement, a certified copy of its certificate of limited liability company, and the organizational documents of its manager. All certified documents to be provided pursuant to this Section shall be certified by the California Secretary of State or, if the entity for which a certified document is to be provided was not organized in the State of California, certified by the Secretary of State of such entity's state of organization, no earlier than two (2) months prior to the Effective Date. The Charter Documents must be delivered to the City in their original form, as amended if applicable.
- 6.3 Notification of Defaults or Changes in Circumstances. Grantee shall notify City immediately of (a) any Event of Default or event that, with the passage of time, would constitute an Event of Default; and (b) any change of circumstances that would cause any of the representations and warranties contained in Article 8 to be false or misleading at any time during the term of this Agreement.
- **6.4** Financial Statements. As noted in Section 6.1, Grantee shall also deliver to City, no later than one hundred fifty (150) days following the end of any Business Year, an audited balance sheet and the related statement of income and cash flows for such Business Year, certified by a reputable accounting firm as accurately presenting the financial position of Grantee, including any management letters supplied by the auditors.
- 6.5 Books and Records. Grantee shall establish and maintain accurate files and records of all aspects of Operating Expenses and Project Income and the matters funded in whole or in part with Grant Funds during the term of this Agreement. Without limiting the scope of the foregoing, Grantee shall establish and maintain accurate financial books and accounting records relating to Operating Costs incurred and paid and Grant Funds received and expended under this Agreement, together with all invoices, documents, payrolls, time records and other data related to the matters covered by this Agreement, whether funded in whole or in part with Grant Funds. Grantee shall maintain all of the files, records, books, invoices, documents, payrolls and other data required to be maintained under this Section in a readily accessible location and condition for a period of not less than five (5) years after final payment under this Agreement or until any final audit has been fully completed, whichever is later. Grantee agrees to maintain and make available to MOHCD, during regular business hours, accurate books and accounting records relating to the Project and the Tenants. The State of California or any federal agency having an interest in the subject matter of this Agreement shall have the same rights conferred upon MOHCD by this Section. All financial reports must be prepared and maintained in accordance with GAAP as in effect at the time of performance.
- 6.6 Inspection and Audit. Grantee shall make available to MOHCD, its employees and authorized representatives, during regular business hours all of the files, records, books, invoices, documents, payrolls and other data required to be established and maintained by Grantee under Section 6.5. Grantee shall permit MOHCD, its employees and authorized representatives to inspect, audit, examine and make excerpts and transcripts from any of the foregoing. The rights of MOHCD pursuant to this Section shall remain in effect so long as Grantee has the obligation to maintain such files, records, books, invoices, documents, payrolls and other data under this Article 6.

- Submitting False Claims; Monetary Penalties. Grantee acknowledges and agrees that it is a "contractor" under and is subject to San Francisco Administrative Code Section 21.35. Under such Section 21.35, any contractor, subgrantee or consultant who submits a false claim shall be liable to City for three times the amount of damages which City sustains because of the false claim. A contractor, subgrantee or consultant who submits a false claim shall also be liable to City for the costs, including attorney's fees, of a civil action brought to recover any of those penalties or damages, and may be liable to City for a civil penalty of up to Ten Thousand Dollars (\$10,000) for each false claim. A contractor, subgrantee or consultant will be deemed to have submitted a false claim to City if the contractor, subgrantee or consultant: (a) knowingly presents or causes to be presented to an officer or employee of City a false claim or request for payment or approval; (b) knowingly makes, uses, or causes to be made or used a false record or statement to get a false claim paid or approved by City; (c) conspires to defraud City by getting a false claim allowed or paid by City; (d) knowingly makes, uses, or causes to be made or used a false record or statement to conceal, avoid, or decrease an obligation to pay or transmit money or property to City; or (e) is a beneficiary of an inadvertent submission of a false claim to City, subsequently discovers the falsity of the claim, and fails to disclose the false claim to City within a reasonable time after discovery of the false claim.
- 6.8 **Project Monitoring Generally.** Grantee understands and agrees that it will be monitored by the City from time to time to assure compliance with all terms and conditions in this Agreement and all Laws. Grantee acknowledges that the City may also conduct periodic on-site inspections of the Project. Grantee must cooperate with the monitoring by the City and ensure full access to the Project and all information related to the Project as reasonably required by the City.
- 6.9 Notice Requirement for Changes in Director Positions. Grantee must provide written notice of the replacement of its executive director, director of housing development, director of property management and/or any equivalent position within thirty (30) days after the effective date of such replacement.

# ARTICLE 7 TAXES

- 7.1 Grantee to Pay All Taxes. Grantee shall pay to the appropriate governmental authority, as and when due, any and all taxes, fees, assessments or other governmental charges, including possessory interest taxes and California sales and use taxes, levied upon or in connection with this Agreement, the Grant Funds or any of the activities contemplated by this Agreement.
- 7.2 Use of City Real Property. If at any time this Agreement entitles Grantee to the possession, occupancy or use of City real property for private gain, the following provisions shall apply:
- (a) Grantee, on behalf of itself and any subgrantees, successors and assigns, recognizes and understands that this Agreement may create a possessory interest subject to property taxation and Grantee, and any subgrantee, successor or assign, may be subject to the payment of such taxes.
- (b) Grantee, on behalf of itself and any subgrantees, successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or other extension of this Agreement may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Grantee shall report any assignment or other transfer of any interest in this Agreement or any renewal or extension thereof to the County Assessor within sixty (60) days after such assignment, transfer, renewal or extension.
- (c) Grantee shall provide such other information as may be requested by City to enable City to comply with any reporting requirements under applicable law with respect to possessory interests.

- 7.3 Earned Income Credit (EIC) Forms. Administrative Code Section 12O requires that employers provide their employees with IRS Form W-5 (The Earned Income Credit Advance Payment Certificate) and the IRS EIC Schedule, as set forth below. Employers can locate these forms at the IRS Office, on the Internet, or anywhere that Federal Tax Forms can be found.
- (a) Grantee shall provide EIC Forms to each Eligible Employee at each of the following times: (i) within thirty (30) days following the date on which this Agreement becomes effective (unless Grantee has already provided such EIC Forms at least once during the calendar year in which such effective date falls); (ii) promptly after any Eligible Employee is hired by Grantee; and (iii) annually between January 1 and January 31 of each calendar year during the term of this Agreement.
- (b) Failure to comply with any requirement contained in subparagraph (a) of this Section shall constitute a material breach by Grantee of the terms of this Agreement. If, within thirty (30) days after Grantee receives written notice of such a breach, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of thirty (30) days, Grantee fails to commence efforts to cure within such period or thereafter fails to diligently pursue such cure to completion, the City may pursue any rights or remedies available under this Agreement or under applicable law.
- (c) Any Subcontract entered into by Grantee shall require the subgrantee to comply, as to the subgrantee's Eligible Employees, with each of the terms of this Section.
- (d) Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Section 12O of the San Francisco Administrative Code.

# ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Grantee represents and warrants each of the following as of the date of this Agreement and at all times throughout the term of this Agreement:

- **8.1** Organization; Authorization. Grantee shall be a nonprofit corporation, duly organized and validly existing and in good standing under the laws of the jurisdiction in which it was formed, and which has established and maintains valid nonprofit status under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and all rules and regulations promulgated thereunder. Grantee has duly authorized by all necessary action the execution, delivery and performance of this Agreement. Grantee has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of Grantee, enforceable against Grantee in accordance with the terms hereof.
- **8.2** Location. Grantee's operations, offices and headquarters are located at the address for notices set forth in Section 15.
- **8.3** No Misstatements. No document furnished or to be furnished by Grantee to MOHCD in connection with the Application Documents, this Agreement, or any other document relating to any of the foregoing, contains or will contain any untrue statement of material fact or omits or will omit a material fact necessary to make the statements contained therein not misleading, under the circumstances under which any such statement shall have been made.
- **8.4** Conflict of Interest. Through its execution of this Agreement, Grantee acknowledges that it is familiar with the provision of Section 15.103 of the City's Charter, Article III, Chapter 2 of the City's Campaign and Governmental Conduct Code, and Section 87100 *et seq.* and Section 1090 *et seq.* of the Government Code of the State of California, and certifies that it does not know of any facts which constitutes a violation of said provisions and agrees that it will immediately notify MOHCD if it becomes aware of any such fact during the term of this Agreement.

# ARTICLE 9 INDEMNIFICATION AND GENERAL LIABILITY

- Indemnification. Grantee shall indemnify, protect, defend and hold harmless each of the Indemnified Parties from and against any and all Losses arising from, in connection with or caused by: (a) a material breach of this Agreement by Grantee; (b) a material breach of any representation or warranty of Grantee contained in this Agreement; (c) any personal injury caused, directly or indirectly, by any act or omission of Grantee or its employees, subgrantees or agents; (d) any property damage caused, directly or indirectly by any act or omission of Grantee or its employees, subgrantees or agents; (e) the use, misuse or failure of any equipment or facility used by Grantee, or by any of its employees, subgrantees or agents, regardless of whether such equipment or facility is furnished, rented or loaned to Grantee by an Indemnified Party; (f) any tax, fee, assessment or other charge for which Grantee is responsible under Article 7; or (g) any infringement of patent rights, copyright, trade secret or any other proprietary right or trademark of any person or entity in consequence of the use by any Indemnified Party of any goods or services furnished to such Indemnified Party in connection with this Agreement. Grantee's obligations under the immediately preceding sentence shall apply to any Loss that is caused in whole or in part by the active or passive negligence of any Indemnified Party, but shall exclude any Loss caused solely by the willful misconduct or gross negligence of the Indemnified Party. The foregoing indemnity shall include, without limitation, reasonable fees of attorneys, consultants and experts and related costs and City's costs of investigating any claims against the City.
- 9.2 Duty to Defend; Notice of Loss. Grantee acknowledges and agrees that its obligation to defend the Indemnified Parties under Section 9.1: (a) is an immediate obligation, independent of its other obligations hereunder; (b) applies to any Loss which actually or potentially falls within the scope of Section 9.1, regardless of whether the allegations asserted in connection with such Loss are or may be groundless, false or fraudulent; and (c) arises at the time the Loss is tendered to Grantee by the Indemnified Party and continues at all times thereafter. The Indemnified Party shall give Grantee prompt notice of any Loss under Section 9.1 and Grantee shall have the right to defend, settle and compromise any such Loss; provided, however, that the Indemnified Party shall have the right to retain its own counsel at the expense of Grantee if representation of such Indemnified Party by the counsel retained by Grantee would be inappropriate due to conflicts of interest between such Indemnified Party and Grantee. An Indemnified Party's failure to notify Grantee promptly of any Loss shall not relieve Grantee of any liability to such Indemnified Party pursuant to Section 9.1, unless such failure materially impairs Grantee's ability to defend such Loss. Grantee shall seek the Indemnified Party's prior written consent to settle or compromise any Loss if Grantee contends that such Indemnified Party shares in liability with respect thereto.
- 9.3 Incidental and Consequential Damages. Losses covered under this <u>Article 9</u> shall include any and all incidental and consequential damages resulting in whole or in part from Grantee's acts or omissions. Nothing in this Agreement shall constitute a waiver or limitation of any rights that any Indemnified Party may have under applicable law with respect to such damages.
- 9.4 LIMITATION ON LIABILITY OF CITY. CITY'S OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNT OF GRANT FUNDS ACTUALLY DISBURSED HEREUNDER. NOTWITHSTANDING ANY OTHER PROVISION CONTAINED IN THIS AGREEMENT, THE APPLICATION DOCUMENTS OR ANY OTHER DOCUMENT OR COMMUNICATION RELATING TO THIS AGREEMENT, IN NO EVENT SHALL CITY BE LIABLE, REGARDLESS OF WHETHER ANY CLAIM IS BASED ON CONTRACT OR TORT, FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING LOST PROFITS, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, THE GRANT FUNDS OR ANY ACTIVITIES PERFORMED IN CONNECTION WITH THIS AGREEMENT.

ARTICLE 10 INSURANCE

- **10.1** Types and Amounts of Coverage. Without limiting Grantee's liability pursuant to Article 9, Grantee shall maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:
- (a) Workers' Compensation, in statutory amounts, with Employers' Liability Limits not less than One Million Dollars (\$1,000,000) each accident, injury, or illness.
- (b) Commercial General Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Products and Completed Operations.
- (c) Commercial Automobile Liability Insurance with limits not less than One Million Dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Owned, Non-Owned and Hired auto coverage, as applicable.
- (d) Professional liability insurance for negligent acts, errors or omission with respect to professional or technical services, if any, required in the performance of this Agreement with limits not less than One Million Dollars (\$1,000,000) each claim.
- **10.2** Additional Requirements for General and Automobile Coverage. Commercial General Liability and Commercial Automobile Liability insurance policies shall:
- (a) Name as additional insured City and its officers, agents and employees. With respect to the Commercial Automobile Insurance the City and its officers, agents and employees shall only be additional insured as to liability arising out of the use, by Grantee's employees, of automobiles, whether owned, leased, hired or borrowed, in connection with the Project.
- (b) Provide that such policies are primary insurance to any other insurance available to the Additional Insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought, except with respect to limits of liability.
- **10.3** Additional Requirements for All Policies. Contractor shall provide thirty (30) days' advance written notice to City of cancellation of policy for any reason, nonrenewal or reduction in coverage and specific notice mailed to City's address for notices pursuant to <u>Article 15</u>.
- 10.4 Required Post-Expiration Coverage. Should any of the insurance required hereunder be provided under a claims-made form, Grantee shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of three (3) years beyond the expiration or termination of this Agreement, to the effect that, should occurrences during the term hereof give rise to claims made after expiration or termination of the Agreement, such claims shall be covered by such claims-made policies.
- 10.5 General Annual Aggregate Limit/Inclusion of Claims Investigation or Legal Defense Costs. Should any of the insurance required hereunder be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general annual aggregate limit shall be double the occurrence or claims limits specified above.
- 10.6 Evidence of Insurance. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance, and additional insured policy endorsements, in form and with insurers satisfactory to City, evidencing all coverages set forth above, and shall furnish complete copies of policies promptly upon City's request. Before commencing any operations under this Agreement, Grantee shall furnish to City certificates of insurance and additional insured policy endorsements with insurers with ratings comparable to A-, VIII or higher, that are authorized to do business in the State of

California, and that are satisfactory to City, in form evidencing all coverages set forth above. Failure to maintain insurance shall constitute a material breach of this Agreement.

**10.7** Effect of Approval. Approval of any insurance by City shall not relieve or decrease the liability of Grantee hereunder.

# ARTICLE 11 EVENTS OF DEFAULT AND REMEDIES

- 11.1 Events of Default. The occurrence of any one or more of the following events shall constitute an "Event of Default" under this Agreement:
- (a) False Statement. Any statement, representation or warranty contained in this Agreement, in the Application Documents, or in any other document submitted to City under this Agreement is found by City to be false or misleading when made.
- (b) Improper Use of Grant Funds; Failure to Perform Other Covenants and Obligations. Grantee uses Grant Funds for any purpose other than for the payment of Operating Costs (or reimbursement for its advance payment thereof), fails to use the Subsidy Payments it receives to pay Operating Costs (or reimbursement for its advance payment thereof), or otherwise fails to perform or breaches any other agreement or covenant of this Agreement to be performed or observed by Grantee as and when performance or observance is due and such failure or breach continues for a period of ten (10) days after the date on which such performance or observance is due, or if such breach can not be cured in ten (10) days, then City shall not exercise its remedies hereunder as long as Grantee continues to diligently pursue a cure of the breach; provided, however, that: (i) in the case of an improper use of Grant Funds, in no event shall such cure period extend beyond thirty (30) days after the date on which such performance or observance is due, and (ii) in the case of other defaults under this Section 11.1(b), in no event shall such cure period extend beyond ninety (90) days after the date on which such performance or observance is due.
- (c) Default under City Loan Documents or Senior Loan Documents. Grantee defaults under any City Loan Document or any of the Senior Loan Documents (after expiration of any grace period expressly stated in any such agreement).
- (d) Voluntary Insolvency. Grantee (i) is generally not paying its debts as they become due, (ii) files, or consents by answer or otherwise to the filing against it of, a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction, (iii) makes an assignment for the benefit of its creditors, (iv) consents to the appointment of a custodian, receiver, trustee or other officer with similar powers of Grantee or of any substantial part of Grantee's property or (v) takes action for the purpose of any of the foregoing.
- (e) Involuntary Insolvency. Without consent by Grantee, a court or government authority enters an order, and such order is not vacated within 60 days, (i) appointing a custodian, receiver, trustee or other officer with similar powers with respect to Grantee or with respect to any substantial part of Grantee's property, (ii) constituting an order for relief or approving a petition for relief or reorganization or arrangement or any other petition in bankruptcy or for liquidation or to take advantage of any bankruptcy, insolvency or other debtors' relief law of any jurisdiction or (iii) ordering the dissolution, winding-up or liquidation of Grantee.
- (f) New Encumbrances. Any lien is recorded against all or any part of the Real Property or the Project without MOHCD's prior written consent, and the lien is not removed from title or otherwise remedied to MOHCD's satisfaction within thirty (30) days after Grantee's receipt of written notice from MOHCD to cure the default, or, if the default cannot be cured within a thirty (30) day period, Grantee will have sixty (60) days to cure the default, or any longer period of time deemed necessary by MOHCD,

provided that Grantee commences to cure the default within the thirty (30) day period and diligently pursues the cure to completion.

- (g) **Damage or Destruction**. All or a substantial or material portion of the Project is damaged or destroyed by fire or other casualty or is condemned, seized or appropriated by any non-City governmental agency or subject to any action or other proceeding instituted by any non-City governmental agency for any purpose with the result that the Project cannot be operated for its intended purpose.
- (h) **Dissolution**. Grantee or Grantee's general partners are dissolved or liquidated or merged with or into any other entity or ceases to exist in its present form and (where applicable) in good standing and duly qualified under the laws of the jurisdiction of formation and California for any period of more than ten (10) days, or all or substantially all of Grantee's assets are sold or otherwise transferred except as permitted.
- Assignment. Without MOHCD's prior written consent, Grantee assigns or attempts to assign any rights or interest under this Agreement or encumber its interests hereunder, whether voluntarily or involuntarily, or voluntarily or involuntarily assigns or attempts to sell, lease, assign, encumber or otherwise transfer all or any portion of the ownership interests in Grantee or of its right, title or interest in the Project or the Real Property, other than: (a) leases, subleases or occupancy agreements to occupants of Units and/or Commercial Space in the Project; or (b) security interests for the benefit of lenders securing loans for the Project as approved by the City on terms and in amounts as approved by City in its reasonable discretion (c) transfers from Borrower to a limited partnership or limited liability company formed for the tax credit syndication of the Project, where Borrower or an affiliated nonprofit public benefit corporation is the sole general partner or manager of that entity; (d) transfers of the general partner's or manager's interest in Borrower to a nonprofit public benefit corporation approved in advance by the City; (e) transfers of any limited partnership or membership interest in Borrower to an investor pursuant to the tax credit syndication of the Project or any subsequent transfer of a limited partnership interest in Borrower by an investor limited partner in Borrower, or any direct or indirect transfer of a limited partnership interest or membership interest in any investor limited partner in Borrower; (f) any transfer permitted under the City Documents; or (g) the grant or exercise of an option agreement between Borrower and Borrower's general partner or manager or any of its affiliates in connection with the tax credit syndication of the Project. Any other transfer, assignment, encumbrance or lease without the City's prior written consent will be voidable and, at the City's election, constitute an Event of Default under this Agreement. The City's consent to any specific assignment, encumbrance, lease or other transfer will not constitute its consent to any subsequent transfer or a waiver of any of the City's rights under this Agreement.
- (j) Account Transfers. Without MOHCD's prior written consent, to the extent such consent is required pursuant to this Agreement, Grantee transfers, or authorizes the transfer of, funds in any account required or authorized under this Agreement.
- (k) Changed Financing Condition. Any material adverse change occurs in the financial condition or operations of Grantee, such as a loss of services funding or rental subsidies (excluding the reduction of any Subsidy Payment hereunder) that has a material adverse impact on the Project.

An Event of Default under this Agreement that remains uncured shall be a default under the City Loan Documents.

- 11.2 Remedies Upon Event of Default. Upon and during the continuance of an Event of Default, City may do any of the following, individually or in combination with any other remedy:
- (a) **Termination**. City may terminate this Agreement by giving a written termination notice to Grantee and, on the date specified in such notice, this Agreement shall terminate and all rights and obligations of Grantee hereunder shall be extinguished. In the event of such termination, the City will allow Grantee to use previously disbursed Subsidy Payment funds to pay for only Operating Costs

incurred prior to the termination date. The remaining balance of any Subsidy Payment not used to pay for previously incurred Operating Costs must be returned to the City..

- (b) Withholding of Grant Funds. City may withhold all or any portion of Grant Funds not yet disbursed hereunder. Any Grant Funds withheld pursuant to this Section and subsequently disbursed to Grantee after cure of applicable Events of Default shall be disbursed without interest.
- (c) Offset. City may offset against all or any portion of undisbursed Grant Funds hereunder or against any payments due to Grantee under the MOHCD Loan Agreement or any other agreement between Grantee and City the amount of any outstanding Loss incurred by any Indemnified Party, including any Loss incurred as a result of the Event of Default.
- (d) **Return of Grant Funds**. City may demand the immediate return of any previously disbursed Grant Funds that have been claimed or expended by Grantee in breach of the terms of this Agreement, together with interest thereon from the date of disbursement at the maximum rate permitted under applicable law.
- 11.3 Remedies Nonexclusive. Each of the remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available under this Agreement, any other City Document and/or Applicable Laws. The remedies contained herein are in addition to all other remedies available to City at law or in equity by statute or otherwise and the exercise of any such remedy shall not preclude or in any way be deemed to waive any other remedy.

# ARTICLE 12 DISCLOSURE OF INFORMATION AND DOCUMENTS

- 12.1 Proprietary or Confidential Information of City. Grantee understands and acknowledges that, in the performance of this Agreement or in contemplation thereof, Grantee may have access to private or confidential information that may be owned or controlled by City and that such information may contain proprietary or confidential information, the disclosure of which to third parties may be damaging to City. Grantee agrees that all information disclosed by City to Grantee shall be held in confidence and used only in the performance of this Agreement. Grantee shall exercise the same standard of care to protect such information as a reasonably prudent nonprofit entity would use to protect its own proprietary or confidential data.
- 12.2 Sunshine Ordinance. Grantee acknowledges and agrees that this Agreement and the Application Documents are subject to Section 67.24(e) of the San Francisco Administrative Code, which provides that contracts, including this Agreement, grantee's bids, responses to Requests for Proposals (RFPs) and all other records of communications between City and persons or entities seeking contracts, shall be open to inspection immediately after a contract has been awarded. Nothing in such Section 67.24(e) (as it exists on the date hereof) requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract or other benefit until and unless that person or organization is awarded the contract or benefit. All information provided by Grantee that is covered by such Section 67.24(e) (as it may be amended from time to time) will be made available to the public upon request.
- 12.3 Financial Projections. Pursuant to San Francisco Administrative Code Section 67.32, Grantee has on or before the date hereof provided to City financial projections, including profit and loss figures, for the Project. The Grantee acknowledges and agrees that the financial projections and audited financial statements required under this Agreement shall be public records subject to disclosure upon request.

# ARTICLE 13 ASSIGNMENTS AND SUBCONTRACTING

13.1 No Assignment by Grantee. Grantee shall not, either directly or indirectly, assign, transfer, hypothecate, subcontract or delegate all or any portion of this Agreement or any rights, duties or

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obligations of Grantee hereunder without the prior written consent of City. This Agreement shall not, nor shall any interest herein, be assignable as to the interest of Grantee involuntarily or by operation of law without the prior written consent of City. A change of ownership or control of Grantee or a sale or transfer of substantially all of the assets of Grantee shall be deemed an assignment for purposes of this Agreement. Notwithstanding any provision of this Agreement to the contrary, this Section 13.1 shall not prevent transfers that are expressly permitted under the City Loan Documents.

- 13.2 Agreement Made in Violation of this Article. Any agreement made in violation of <u>Section 13.1</u> shall confer no rights on any person or entity and shall automatically be null and void.
- 13.3 Subcontracting. Grantee shall not subcontract or assign any portion of this Agreement to any other party without the prior written consent of City; notwithstanding the foregoing, Grantee may subcontract for property management and maintenance without the consent of the City.
- 13.4 Grantee Retains Responsibility. Grantee shall in all events remain liable for the performance by any assignee or subgrantee of all of the covenants terms and conditions contained in this Agreement.

# ARTICLE 14 INDEPENDENT CONTRACTOR STATUS

- 14.1 Nature of Agreement. Grantee shall be deemed at all times to be an independent contractor and is solely responsible for the manner in which Grantee uses the Grant Funds. Grantee shall at all times remain solely liable for the acts and omissions of Grantee, its officers and directors, employees and agents. Nothing in this Agreement shall be construed as creating a partnership, joint venture, employment or agency relationship between City and Grantee.
- 14.2 Direction. Any terms in this Agreement referring to direction or instruction from MOHCD or City shall be construed as providing for direction as to policy and the result of Grantee's work only, and not as to the means by which such a result is obtained.

### 14.3 Consequences of Recharacterization.

- (a) Should City, in its discretion, or a relevant taxing authority such as the Internal Revenue Service or the State Employment Development Division, or both, determine that Grantee is an employee for purposes of collection of any employment taxes, the amounts payable under this Agreement shall be reduced by amounts equal to both the employee and employer portions of the tax due (and offsetting any credits for amounts already paid by Grantee which can be applied against this liability). City shall subsequently forward such amounts to the relevant taxing authority.
- (b) Should a relevant taxing authority determine a liability for past services performed by Grantee for City, upon notification of such fact by City, Grantee shall promptly remit such amount due or arrange with City to have the amount due withheld from future payments to Grantee under this Agreement (again, offsetting any amounts already paid by Grantee which can be applied as a credit against such liability).
- (c) A determination of employment status pursuant to either subsection (a) or (b) of this <u>Section 14.3</u> shall be solely for the purposes of the particular tax in question, and for all other purposes of this Agreement, Grantee shall not be considered an employee of City. Notwithstanding the foregoing, if any court, arbitrator, or administrative authority determine that Grantee is an employee for any other purpose, Grantee agrees to a reduction in City's financial liability hereunder such that the aggregate amount of Grant Funds under this Agreement does not exceed what would have been the amount of such Grant Funds had the court, arbitrator, or administrative authority had not determined that Grantee was an employee.

# ARTICLE 15 NOTICES AND OTHER COMMUNICATIONS

15.1 Requirements. Unless otherwise specifically provided herein, all notices, consents, directions, approvals, instructions, requests and other communications hereunder shall be in writing, shall be addressed to the person and address set forth below and shall be (a) deposited in the U.S. mail, first class, certified with return receipt requested and with appropriate postage, (b) hand delivered, (c) sent by facsimile (if a facsimile number is provided below), provided that a copy of such notice shall be deposited in the U.S. mail, first class, or (d) deposited with a nationally-recognized overnight delivery service, provided that next business-day delivery is requested:

If to MOHCD or City: Mayor's Office of Housing and Community Development

One South Van Ness, 5<sup>th</sup> Floor San Francisco, CA 94103 Attn: Asset Manager

Telephone No.: 415-701-5500 Facsimile No.: 415-701-5501

If to	Grantee:	

San Francisco, CA 94102 Attention: Executive Director

With a copy to:

Attention: General Counsel

- 15.2 Effective Date. All communications sent in accordance with Section 15.1 shall become effective on the date of receipt. Such date of receipt shall be determined by: (a) if mailed, the return receipt, completed by the U.S. postal service; (b) if sent by hand delivery, a receipt executed by a duly authorized agent of the party to whom the notice was sent; (c) if sent by facsimile, the date of telephonic confirmation of receipt by a duly authorized agent of the party to whom the notice was sent or, if such confirmation is not reasonably practicable, the date indicated in the facsimile machine transmission report of the party giving such notice; or (d) if sent by nationally-recognized overnight delivery service, the next business day following deposit therewith, provided that next business-day delivery is requested.
- 15.3 Change of Address. From time to time any party hereto may designate a new address for purposes of this Article 15 by notice to the other party.

### ARTICLE 16 COMPLIANCE

### 16.1 Reserved.

### 16.2 Nondiscrimination; Penalties.

(a) Grantee Shall Not Discriminate. In the performance of this Agreement, Grantee agrees not to discriminate against any employee, City and County employee working with such grantee or subgrantee, applicant for employment with such grantee or subgrantee, or against any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations, on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, height, weight, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), or association with members of such protected classes, or in retaliation for opposition to discrimination against such classes.

- (b) **Subcontracts**. Grantee shall incorporate by reference in all subcontracts the provisions of Sections 12B.2(a), 12B.2(c)-(k), and 12C.3 of the San Francisco Administrative Code and shall require all subgrantees to comply with such provisions. Grantee's failure to comply with the obligations in this subsection shall constitute a material breach of this Agreement.
- (c) Non-Discrimination in Benefits. Grantee does not as of the date of this Agreement and will not during the term of this Agreement, in any of its operations in San Francisco or where the work is being performed for the City or elsewhere within the United States, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits, as well as any benefits other than the benefits specified above, between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local law authorizing such registration, subject to the conditions set forth in Section 12B.2(b) of the San Francisco Administrative Code.
- (d) Condition to Contract. As a condition to this Agreement, Grantee shall execute the "Chapter 12B Declaration: Nondiscrimination in Contracts and Benefits" form (Form HRC-12B-101) with supporting documentation and secure the approval of the form by the San Francisco Human Rights Commission.
- (e) Incorporation of Administrative Code Provisions by Reference. The provisions of Chapters 12B and 12C of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Grantee shall comply fully with and be bound by all of the provisions that apply to this Agreement under such Chapters of the Administrative Code, including the remedies provided in such Chapters. Without limiting the foregoing, Grantee understands that pursuant to Sections 12B.2(h) and 12C.3(g) of the San Francisco Administrative Code, a penalty of Fifty Dollars (\$50) for each person for each calendar day during which such person was discriminated against in violation of the provisions of this Agreement may be assessed against Grantee and/or deducted from any payments due Grantee.
- 16.3 MacBride Principles--Northern Ireland. Pursuant to San Francisco Administrative Code Section 12F.5, City urges companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. City urges San Francisco companies to do business with corporations that abide by the MacBride Principles. By signing below, the person executing this agreement on behalf of Grantee acknowledges and agrees that he or she has read and understood this Section.
- **16.4** Tropical Hardwood and Virgin Redwood Ban. Pursuant to Section 804(b) of the San Francisco Environment Code, City urges all grantees not to import, purchase, obtain, or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood wood product.
- 16.5 Drug-Free Workplace Policy. Grantee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1989, the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited on City premises. Grantee and its employees, agents or assigns shall comply with all terms and provisions of such Act and the rules and regulations promulgated thereunder.
- 16.6 Resource Conservation; Liquidated Damages. Chapter 5 of the San Francisco Environment Code (Resource Conservation) is incorporated herein by reference. Failure by Grantee to comply with any of the applicable requirements of Chapter 5 will be deemed a material breach of contract. If Grantee fails to comply in good faith with any of the provisions of Chapter 5, Grantee shall be liable for liquidated damages in an amount equal to Grantee's net profit under this Agreement, or five percent (5%) of the total contract amount, whichever is greater. Grantee acknowledges and agrees that the liquidated damages assessed shall be payable to City upon demand and may be offset against any monies due to Grantee from any contract with City.

16.7 Compliance with ADA. Grantee acknowledges that, pursuant to the ADA, programs, services and other activities provided by a public entity to the public, whether directly or through a grantee or contractor, must be accessible to the disabled public. Grantee shall not discriminate against any person protected under the ADA in connection with its activities hereunder and shall comply at all times with the provisions of the ADA.

### 16.8 Requiring Minimum Compensation for Employees.

- a. Grantee agrees to comply fully with and be bound by all of the provisions of the Minimum Compensation Ordinance (MCO), as set forth in San Francisco Administrative Code Chapter 12P (Chapter 12P), including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 12P are incorporated herein by reference and made a part of this Agreement as though fully set forth. The text of the MCO is available on the web at www.sfgov.org/olse/mco. A partial listing of some of Grantee's obligations under the MCO is set forth in this Section. Grantee is required to comply with all the provisions of the MCO, irrespective of the listing of obligations in this Section.
- b. The MCO requires Grantee to pay Grantee's employees a minimum hourly gross compensation wage rate and to provide minimum compensated and uncompensated time off. The minimum wage rate may change from year to year and Grantee is obligated to keep informed of the thencurrent requirements. Any subcontract entered into by Grantee shall require the subgrantee to comply with the requirements of the MCO and shall contain contractual obligations substantially the same as those set forth in this Section. It is Grantee's obligation to ensure that any subgrantees of any tier under this Agreement comply with the requirements of the MCO. If any subgrantee under this Agreement fails to comply, City may pursue any of the remedies set forth in this Section against Grantee.
- c. Grantee shall not take adverse action or otherwise discriminate against an employee or other person for the exercise or attempted exercise of rights under the MCO. Such actions, if taken within 90 days of the exercise or attempted exercise of such rights, will be rebuttably presumed to be retaliation prohibited by the MCO.
- d. Grantee shall maintain employee and payroll records as required by the MCO. If Grantee fails to do so, it shall be presumed that the Grantee paid no more than the minimum wage required under State law.
- e. The City is authorized to inspect Grantee's job sites and conduct interviews with employees and conduct audits of Grantee
- f. Grantee's commitment to provide the Minimum Compensation is a material element of the City's consideration for this Agreement. The City in its sole discretion shall determine whether such a breach has occurred. The City and the public will suffer actual damage that will be impractical or extremely difficult to determine if the Grantee fails to comply with these requirements. Grantee agrees that the sums set forth in Section 12P.6.1 of the MCO as liquidated damages are not a penalty, but are reasonable estimates of the loss that the City and the public will incur for Grantee's noncompliance. The procedures governing the assessment of liquidated damages shall be those set forth in Section 12P.6.2 of Chapter 12P.
- g. Grantee understands and agrees that if it fails to comply with the requirements of the MCO, the City shall have the right to pursue any rights or remedies available under Chapter 12P (including liquidated damages), under the terms of the contract, and under applicable law. If, within 30 days after receiving written notice of a breach of this Agreement for violating the MCO, Grantee fails to cure such breach or, if such breach cannot reasonably be cured within such period of 30 days, Grantee fails to commence efforts to cure within such period, or thereafter fails diligently to pursue such cure to completion, the City shall have the right to pursue any rights or remedies available under applicable law,

including those set forth in Section 12P.6(c) of Chapter 12P. Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

- h. Grantee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the intent of the MCO.
- i. If Grantee is exempt from the MCO when this Agreement is executed because the cumulative amount of agreements with this department for the fiscal year is less than \$25,000, but Grantee later enters into an agreement or agreements that cause Grantee to exceed that amount in a fiscal year, Grantee shall thereafter be required to comply with the MCO under this Agreement. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements between the Grantee and this department to exceed \$25,000 in the fiscal year.
- 16.9 Limitations on Contributions. Through execution of this Agreement, Grantee acknowledges that it is familiar with Section 1.126 of the City's Campaign and Governmental Conduct Code, which prohibits any person who contracts with the City for the rendition of personal services, for the furnishing of any material, supplies or equipment, for the sale or lease of any land or building, or for a grant, loan or loan guarantee, from making any campaign contribution to (1) an individual holding a City elective office if the contract must be approved by the individual, a board on which that individual serves, or a board on which an appointee of that individual serves, (2) a candidate for the office held by such individual, or (3) a committee controlled by such individual, at any time from the commencement of negotiations for the contract until the later of either the termination of negotiations for such contract or six months after the date the contract is approved. Grantee acknowledges that the foregoing restriction applies only if the contract or a combination or series of contracts approved by the same individual or board in a fiscal year have a total anticipated or actual value of \$50,000 or more. Grantee further acknowledges that the prohibition on contributions applies to each prospective party to the contract; each member of Grantee's board of directors; Grantee's chairperson, chief executive officer, chief financial officer and chief operating officer; any person with an ownership interest of more than 20 percent in Grantee; any subgrantee listed in the bid or contract; and any committee that is sponsored or controlled by Grantee. Additionally, Grantee acknowledges that Grantee must inform each of the persons described in the preceding sentence of the prohibitions contained in Section 1.126.

## 16.10 First Source Hiring Program.

- a. Incorporation of Administrative Code Provisions by Reference. The provisions of Chapter 83 of the San Francisco Administrative Code are incorporated in this Section by reference and made a part of this Agreement as though fully set forth herein. Contractor shall comply fully with, and be bound by, all of the provisions that apply to this Agreement under such Chapter, including but not limited to the remedies provided therein. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 83.
- b. First Source Hiring Agreement. As an essential term of, and consideration for, any contract or property contract with the City, not exempted by the First Source Hiring Administrator ("FSHA"), the Contractor shall enter into a first source hiring agreement ("agreement") with the City, on or before the effective date of the contract or property contract. Contractors shall also enter into an agreement with the City for any other work that it performs in the City. Such agreement shall:
- (1) Set appropriate hiring and retention goals for entry level positions. The employer shall agree to achieve these hiring and retention goals, or, if unable to achieve these goals, to establish good faith efforts as to its attempts to do so, as set forth in the agreement. The agreement shall take into consideration the employer's participation in existing job training, referral and/or brokerage programs. Within the discretion of the FSHA, subject to appropriate modifications, participation in such programs may be certified as meeting the requirements of this Chapter. Failure either to achieve the specified goal,

or to establish good faith efforts will constitute noncompliance and will subject the employer to the provisions of Section 83.10 of this Chapter.

- (2) Set first source interviewing, recruitment and hiring requirements, which will provide the San Francisco Workforce Development System with the first opportunity to provide qualified economically disadvantaged individuals for consideration for employment for entry level positions. Employers shall consider all applications of qualified economically disadvantaged individuals referred by the System for employment; provided however, if the employer utilizes nondiscriminatory screening criteria, the employer shall have the sole discretion to interview and/or hire individuals referred or certified by the San Francisco Workforce Development System as being qualified economically disadvantaged individuals. The duration of the first source interviewing requirement shall be determined by the FSHA and shall be set forth in each agreement, but shall not exceed 10 days. During that period, the employer may publicize the entry level positions in accordance with the agreement. A need for urgent or temporary hires must be evaluated, and appropriate provisions for such a situation must be made in the agreement.
- (3) Set appropriate requirements for providing notification of available entry level positions to the San Francisco Workforce Development System so that the System may train and refer an adequate pool of qualified economically disadvantaged individuals to participating employers. Notification should include such information as employment needs by occupational title, skills, and/or experience required, the hours required, wage scale and duration of employment, identification of entry level and training positions, identification of English language proficiency requirements, or absence thereof, and the projected schedule and procedures for hiring for each occupation. Employers should provide both long-term job need projections and notice before initiating the interviewing and hiring process. These notification requirements will take into consideration any need to protect the employer's proprietary information.
- (4) Set appropriate record keeping and monitoring requirements. The First Source Hiring Administration shall develop easy-to-use forms and record keeping requirements for documenting compliance with the agreement. To the greatest extent possible, these requirements shall utilize the employer's existing record keeping systems, be nonduplicative, and facilitate a coordinated flow of information and referrals.
- (5) Establish guidelines for employer good faith efforts to comply with the first source hiring requirements of this Chapter. The FSHA will work with City departments to develop employer good faith effort requirements appropriate to the types of contracts and property contracts handled by each department. Employers shall appoint a liaison for dealing with the development and implementation of the employer's agreement. In the event that the FSHA finds that the employer under a City contract or property contract has taken actions primarily for the purpose of circumventing the requirements of this Chapter, that employer shall be subject to the sanctions set forth in Section 83.10 of this Chapter.
  - (6) Set the term of the requirements.
  - (7) Set appropriate enforcement and sanctioning standards consistent with this Chapter.
- (8) Set forth the City's obligations to develop training programs, job applicant referrals, technical assistance, and information systems that assist the employer in complying with this Chapter.
- (9) Require the developer to include notice of the requirements of this Chapter in leases, subleases, and other occupancy contracts.
- c. Hiring Decisions. Contractor shall make the final determination of whether an Economically Disadvantaged Individual referred by the System is "qualified" for the position.

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**d.** Exceptions. Upon application by Employer, the First Source Hiring Administration may grant an exception to any or all of the requirements of Chapter 83 in any situation where it concludes that compliance with this Chapter would cause economic hardship.

### e. Liquidated Damages. Contractor agrees:

- (1) To be liable to the City for liquidated damages as provided in this section;
- (2) To be subject to the procedures governing enforcement of breaches of contracts based on violations of contract provisions required by this Chapter as set forth in this section;
- (3) That the contractor's commitment to comply with this Chapter is a material element of the City's consideration for this contract; that the failure of the contractor to comply with the contract provisions required by this Chapter will cause harm to the City and the public which is significant and substantial but extremely difficult to quantity; that the harm to the City includes not only the financial cost of funding public assistance programs but also the insidious but impossible to quantify harm that this community and its families suffer as a result of unemployment; and that the assessment of liquidated damages of up to \$5,000 for every notice of a new hire for an entry level position improperly withheld by the contractor from the first source hiring process, as determined by the FSHA during its first investigation of a contractor, does not exceed a fair estimate of the financial and other damages that the City suffers as a result of the contractor's failure to comply with its first source referral contractual obligations.
- (4) That the continued failure by a contractor to comply with its first source referral contractual obligations will cause further significant and substantial harm to the City and the public, and that a second assessment of liquidated damages of up to \$10,000 for each entry level position improperly withheld from the FSHA, from the time of the conclusion of the first investigation forward, does not exceed the financial and other damages that the City suffers as a result of the contractor's continued failure to comply with its first source referral contractual obligations;
- (5) That in addition to the cost of investigating alleged violations under this Section, the computation of liquidated damages for purposes of this section is based on the following data:
- A. The average length of stay on public assistance in San Francisco's County Adult Assistance Program is approximately 41 months at an average monthly grant of \$348 per month, totaling approximately \$14,379; and
- B. In 2004, the retention rate of adults placed in employment programs funded under the Workforce Investment Act for at least the first six months of employment was 84.4%. Since qualified individuals under the First Source program face far fewer barriers to employment than their counterparts in programs funded by the Workforce Investment Act, it is reasonable to conclude that the average length of employment for an individual whom the First Source Program refers to an employer and who is hired in an entry level position is at least one year;

therefore, liquidated damages that total \$5,000 for first violations and \$10,000 for subsequent violations as determined by FSHA constitute a fair, reasonable, and conservative attempt to quantify the harm caused to the City by the failure of a contractor to comply with its first source referral contractual obligations.

(6) That the failure of contractors to comply with this Chapter, except property contractors, may be subject to the debarment and monetary penalties set forth in Sections 6.80 et seq. of the San Francisco Administrative Code, as well as any other remedies available under the contract or at law; and

Violation of the requirements of Chapter 83 is subject to an assessment of liquidated damages in the amount of \$5,000 for every new hire for an Entry Level Position improperly withheld from the first source hiring process. The assessment of liquidated damages and the evaluation of any defenses or mitigating factors shall be made by the FSHA.

- **f.** Subcontracts. Any subcontract entered into by Contractor shall require the subcontractor to comply with the requirements of Chapter 83 and shall contain contractual obligations substantially the same as those set forth in this Section.
- 16.11 Prohibition on Political Activity with City Funds. In accordance with S. F. Administrative Code Chapter 12.G, no funds appropriated by the City and County of San Francisco for this Agreement may be expended for organizing, creating, funding, participating in, supporting, or attempting to influence any political campaign for a candidate or for a ballot measure (collectively, "Political Activity"). The terms of San Francisco Administrative Code Chapter 12.G are incorporated herein by this reference. Accordingly, an employee working in any position funded under this Agreement shall not engage in any Political Activity during the work hours funded hereunder, nor shall any equipment or resource funded by this Agreement be used for any Political Activity. In the event Grantee, or any staff member in association with Grantee, engages in any Political Activity, then (i) Grantee shall keep and maintain appropriate records to evidence compliance with this Section, and (ii) Grantee shall have the burden to prove that no funding from this Agreement has been used for such Political Activity. Grantee agrees to cooperate with any audit by the City or its designee in order to ensure compliance with this Section. In the event Grantee violates the provisions of this Section, the City may, in addition to any other rights or remedies available hereunder, (i) terminate this Agreement and any other agreements between Grantee and City, (ii) prohibit Grantee from bidding on or receiving any new City contract for a period of two (2) years, and (iii) obtain reimbursement of all funds previously disbursed to Grantee under this Agreement.
- 16.12 Preservative-treated Wood Containing Arsenic. Grantee may not purchase preservative-treated wood products containing arsenic in the performance of this Agreement unless an exemption from the requirements of Chapter 13 of the San Francisco Environment Code is obtained from the Department of the Environment under Section 1304 of the Code. The term "preservative-treated wood containing arsenic" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniacal copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Grantee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of the Environment. This provision does not preclude Grantee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "saltwater immersion" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.
- 16.13 Supervision of Minors. Grantee, and any subgrantees, shall comply with California Penal Code section 11105.3 and request from the Department of Justice records of all convictions or any arrest pending adjudication involving the offenses specified in Welfare and Institution Code section 15660(a) of any person who applies for employment or volunteer position with Grantee, or any subgrantee, in which he or she would have supervisory or disciplinary power over a minor under his or her care.

If Grantee, or any subgrantee, is providing services at a City park, playground, recreational center or beach (separately and collectively, "Recreational Site"), Grantee shall not hire, and shall prevent its subgrantees from hiring, any person for employment or volunteer position to provide those services if that person has been convicted of any offense that was listed in former Penal Code section 11105.3 (h)(1) or 11105.3(h)(3).

If Grantee, or any of its subgrantees, hires an employee or volunteer to provide services to minors at any location other than a Recreational Site, and that employee or volunteer has been convicted of an offense specified in Penal Code section 11105.3(c), then Grantee shall comply, and cause its subgrantees

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to comply with that section and provide written notice to the parents or guardians of any minor who will be supervised or disciplined by the employee or volunteer not less than ten (10) days prior to the day the employee or volunteer begins his or her duties or tasks. Grantee shall provide, or cause its subgrantees to provide City with a copy of any such notice at the same time that it provides notice to any parent or guardian.

Grantee shall expressly require any of its subgrantees with supervisory or disciplinary power over a minor to comply with this section of the Agreement as a condition of its contract with the subgrantee.

Grantee acknowledges and agrees that failure by Grantee or any of its subgrantees to comply with any provision of this section of the Agreement shall constitute an Event of Default.

- 16.14 Protection of Private Information. Grantee agrees to comply fully with and be bound by all of the provisions of Chapter 12M of the San Francisco Administrative Code ("Protection of Private Information"), including the remedies provided. The provisions of Chapter 12M are incorporated herein by reference and made a part of this Agreement as though fully set forth. Capitalized terms used in this Section and not defined in this Agreement shall have the meanings assigned to such terms in Chapter 12M. Consistent with the requirements of Chapter 12M, Grantee agrees to all of the following:
- (a) Neither Grantee nor any of its subgrantees shall disclose Private Information obtained from the City in the performance of this Agreement to any other subgrantee, person, or other entity, unless one of the following is true:
  - (1) The disclosure is authorized by this Agreement;
- (2) The Grantee received advance written approval from the Contracting Department to disclose the information; or
  - (3) The disclosure is expressly required by a judicial order.
- (b) Any disclosure or use of Private Information authorized by this Agreement shall be in accordance with any conditions or restrictions stated in this Agreement. Any disclosure or use of Private Information authorized by a Contracting Department shall be in accordance with any conditions or restrictions stated in the approval.
- (c) "**Private Information**" shall mean any information that: (1) could be used to identify an individual, including without limitation, name, address, social security number, medical information, financial information, date and location of birth, and names of relatives; or (2) the law forbids any person from disclosing.
- (d) Any failure of Grantee to comply with Chapter 12M shall be a material breach of this Agreement. In such an event, in addition to any other remedies available to it under equity or law, the City may terminate this Agreement, debar Grantee, or bring a false claim action against Grantee.
- 16.15 Public Access to Meetings and Records. If the Grantee receives a cumulative total per year of at least \$250,000 in City funds or City-administered funds and is a non-profit organization as defined in Chapter 12L of the San Francisco Administrative Code, the Grantee shall comply with and be bound by all the applicable provisions of that Chapter. By executing this Agreement, the Grantee agrees to open its meetings and records to the public in the manner set forth in Sections 12L.4 and 12L.5 of the Administrative Code. The Grantee further agrees to make good-faith efforts to promote community membership on its Board of Directors in the manner set forth in Section 12L.6 of the Administrative Code. The Grantee acknowledges that its material failure to comply with any of the provisions of this paragraph shall constitute a material breach of this Agreement. The Grantee further acknowledges that such material breach of the Agreement shall be grounds for the City to terminate and/or not renew the Agreement, partially or in its entirety.

16.16 Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with the City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and County and its residents, and to prevent the further spread of graffiti.

Grantee shall remove all graffiti from any real property owned or leased by Grantee in the City and County of San Francisco within forty eight (48) hours of the earlier of Grantee's (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This Section is not intended to require a Grantee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including by way of example only and without limitation, signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and which is visible from the public right-of-way. "Graffiti" shall not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the San Francisco Public Works Code, the San Francisco Planning Code or the San Francisco Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (California Civil Code Sections 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. Sections 101 et seq.).

Any failure of Grantee to comply with this Section shall constitute an Event of Default of this Agreement.

16.17 Food Service Waste Reduction Requirements. Grantee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a part of this Agreement as though fully set forth. This provision is a material term of this Agreement. By entering into this Agreement, Grantee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Grantee agrees that the sum of one hundred dollars (\$100) liquidated damages for the first breach, two hundred dollars (\$200) liquidated damages for subsequent breaches in the same year, and five hundred dollars (\$500) liquidated damages for subsequent breaches in the same year is reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this Agreement was made. Such amount shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Grantee's failure to comply with this provision.

### 16.18 Slavery Era Disclosure.

- (a) Grantee acknowledges that this Agreement shall not be binding upon the City until the Director receives the affidavit required by the San Francisco Administrative Code's Chapter 12Y, "San Francisco Slavery Era Disclosure Ordinance."
- (b) In the event the Director finds that Grantee has failed to file an affidavit as required by Section 12Y.4(a) and this Agreement, or has willfully filed a false affidavit, the Grantee shall be liable for liquidated damages in an amount equal to the Grantee's net profit on the Agreement, 10 percent of the total amount of the Agreement, or \$1,000, whichever is greatest as determined by the Director. Grantee

acknowledges and agrees that the liquidated damages assessed shall be payable to the City upon demand and may be set off against any monies due to the Grantee from any Agreement with the City.

(c) Grantee shall maintain records necessary for monitoring their compliance with this provision.

16.19 Compliance with Other Laws. Without limiting the scope of any of the preceding sections of this Article 16, Grantee shall keep itself fully informed of City's Charter, codes, ordinances and regulations and all state, and federal laws, rules and regulations affecting the performance of this Agreement and shall at all times comply with such Charter codes, ordinances, and regulations rules and laws.

### ARTICLE 17 MISCELLANEOUS

- 17.1 No Waiver. No waiver by MOHCD or City of any default or breach of this Agreement shall be implied from any failure by MOHCD or City to take action on account of such default if such default persists or is repeated. No express waiver by MOHCD or City shall affect any default other than the default specified in the waiver and shall be operative only for the time and to the extent therein stated. Waivers by City or MOHCD of any covenant, term or condition contained herein shall not be construed as a waiver of any subsequent breach of the same covenant, term or condition. The consent or approval by MOHCD or City of any action requiring further consent or approval shall not be deemed to waive or render unnecessary the consent or approval to or of any subsequent similar act.
- **17.2 Modification**. This Agreement may not be modified, nor may compliance with any of its terms be waived, except by written instrument executed and approved in the same manner as this Agreement.
- 17.3 Administrative Remedy for Agreement Interpretation. Should any question arise as to the meaning or intent of this Agreement, the question shall, prior to any other action or resort to any other legal remedy, be referred to the director or president, as the case may be, of MOHCD who shall decide the true meaning and intent of the Agreement. Such decision shall be final and conclusive.
- 17.4 Governing Law; Venue. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California, without regard to its conflict of laws principles. Venue for all litigation relative to the formation, interpretation and performance of this Agreement shall be in San Francisco.
- 17.5 Headings. All article and section headings and captions contained in this Agreement are for reference only and shall not be considered in construing this Agreement.
- 17.6 Entire Agreement. This Agreement and the Application Documents set forth the entire Agreement between the parties, and supersede all other oral or written provisions. If there is any conflict between the terms of this Agreement and the Application Documents, the terms of this Agreement shall govern. The following appendices are attached to and a part of this Agreement:

Exhibit A. Projected Project Subsidy Payments

Exhibit B, Annual Operating Budget for Initial Operating Period and 15-Year Cash Flow

Exhibit C, Real Property Legal Description

Exhibit D, LOSP Client Selection Criteria

Exhibit E, Intentionally Omitted

Exhibit F, Lobbying/Debarment Certification Form

Exhibit G, Annual Monitoring Report

Exhibit H, Tenant Selection Plan Policy - LOSP

Exhibit I, Tenant Screening Criteria Policy - LOSP

- 17.7 Certified Resolution of Signatory Authority. Upon request of City, Grantee shall deliver to City a copy of the corporate resolution(s) authorizing the execution, delivery and performance of this Agreement, certified as true, accurate and complete by the secretary or assistant secretary of Grantee.
- 17.8 Severability. Should the application of any provision of this Agreement to any particular facts or circumstances be found by a court of competent jurisdiction to be invalid or unenforceable, then (a) the validity of other provisions of this Agreement shall not be affected or impaired thereby, and (b) such provision shall be enforced to the maximum extent possible so as to effect the intent of the parties and shall be reformed without further action by the parties to the extent necessary to make such provision valid and enforceable.
- 17.9 Successors; No Third-Party Beneficiaries. Subject to the terms of Article 13, the terms of this Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their successors and assigns. Nothing in this Agreement, whether express or implied, shall be construed to give any person or entity (other than the parties hereto and their respective successors and assigns and, in the case of Article 9, the Indemnified Parties) any legal or equitable right, remedy or claim under or in respect of this Agreement or any covenants, conditions or provisions contained herein.
- **17.10** Survival of Terms. The obligations of Grantee and the terms of the following provisions of this Agreement shall survive and continue following expiration or termination of this Agreement:

Section 6.4	Financial Statements.
Section 6.5	Books and Records.
Section 6.6	Inspection and Audit.
Section 6.7	Submitting False Claims; Monetary Penalties
Section 6.8	Ownership of Results.
Article 7	Taxes
Article 9	Indemnification and General Liability
Section 10.4	Required Post-Expiration Coverage.
Article 12	Disclosure of Information and Documents
Section 13.4	Grantee Retains Responsibility.
Section 14.3	Consequences of Recharacterization.
This Article 17	Miscellaneous

- 17.11 Further Assurances. From and after the date of this Agreement, Grantee agrees to do such things, perform such acts, and make, execute, acknowledge and deliver such documents as may be reasonably necessary or proper and usual to complete the transactions contemplated by this Agreement and to carry out the purpose of this Agreement in accordance with this Agreement.
- 17.12 Cooperative Drafting. This Agreement has been drafted through a cooperative effort of both parties, and both parties have had an opportunity to have the Agreement reviewed and revised by legal counsel. No party shall be considered the drafter of this Agreement, and no presumption or rule that an ambiguity shall be construed against the party drafting the clause shall apply to the interpretation or enforcement of this Agreement.

### [REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date first specified herein.

CITY:	GRANTEE:
CITY AND COUNTY OF SAN FRANCISCO, a municipal corporation	By signing this Agreement, I certify that I comply with the requirements of the Minimum Compensation Ordinance, which entitle Covered Employees to certain minimum hourly wages and compensated and
By: Mark Farrell	uncompensated time off.
Mayor	I have read and understood Section 16.2, the City's statement urging companies doing business in Northern Ireland to move towards resolving employment inequities, encouraging compliance with
Ву:	the MacBride Principles, and urging San Francisco
Kate Hartley	companies to do business with corporations that abide
Director, Mayor's Office of Housing and Community Development	by the MacBride Principles.
APPROVED AS TO FORM:	
DENNIS J. HERRERA City Attorney	a California nonprofit public benefit corporation
	Name: Its:
Ву:	Constituting the research and the research of
By:	
	Federal Tax ID #:
•	City Vendor Number:

# Exhibit A – Projected Project Subsidy Payments

## MOHCD Proforma - Exhibit A

# LOSP FUNDING SCHEDULE

Project Address: Monterey Boulevard Apartments
Project Start Date: 7/1/2018

## Exhibit A

CXIIIDII	. A				
				Total	
				Disbursement	Estimated
		Full Year	# Months	for	Disbursement
Calend	ar Year	Funding Amount	to Fund	Calendar Year	Date
CY-1	2018	\$72,425	6	\$36,213	6/1/2018
CY-2	2019	\$75,771	12	\$75,771	1/1/2019
CY-3	2020	\$79,313	12	\$79,313	1/1/2020
CY-4	2021	\$83,067	12	\$83,067	1/1/2021
CY-5	2022	\$87,047	12	\$87,047	1/1/2022
CY-6	2023	\$91,271	12	\$91,271	1/1/2023
CY-7	2024	\$95,759	12	\$95,759	1/1/2024
CY-8	2025	\$100,529	12	\$100,529	1/1/2025
CY-9	2026	\$105,605	12	\$105,605	1/1/2026
CY-10	2027	\$111,010	12	\$111,010	1/1/2027
CY-11	2028	\$116,771	12	\$116,771	1/1/2028
CY-12	2029	\$122,917	12	\$122,917	1/1/2029
CY-13	2030	\$129,479	12	\$129,479	1/1/2030
CY-14	2031	\$136,491	12	\$136,491	1/1/2031
CY-15	2032	\$141,536	12	\$141,536	1/1/2032
CY-16	2033	\$149,565	12	\$149,565	1/1/2033
		Total Contract	t Amount:	\$1,662,342	

Exhibit B – Annual Operating Budget for Initial Operating	Period and 15-Year Cash Flow

DONCO Profession Year 1 Oversion Rudy

Application Date: Total # Units:	LOSPUM	H203Pm2H at-v0		Project Hame: Montarey Boulevard Apartments Project Address: 403 Montarey Bird
First Year of Operations (growth data assuming that Year 1 is a full year, Le 12 months of operations): 2018	LOSP LOSP	DEP Aloratos		Project Spontor;
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Property and Link bity Insurance Fidelity Bond Insurance Victions Companies on	1 F07 0	0		
Directors & Officers' Liability Insurance Sub-total Insurance Maintenance & Regale	326 2,138		2,135 2,136	PUPA: 535
Payrot Sacplas	7 819 11,655	0 0	7 819 - 11 605	
Contacts Grappy and Triph Removal Stoomy PaymorContact (F2AC Regains and Stundanases Valories and Stundanases Valories and Stundanases	3,500 250 0	0	3,500 250	
Uscolar our Operating and Variousine Expenses  Sub-dotal Maintenance & Repair Expenses	4550 27,972	0	4 550 27,872	PUPA 6,168
Supportint Services Commercial Expenses	A STATE OF THE STA	0		Units from Commercial Op Buspet Workshiest
TOTAL OPERATING EXPENSES  Reserves Ground Lease Rase RankBond Fees	76,126		74,134	PUPA: 18,012
Ground Loane Base Rent Earnd Mandaring Fee	3600	0	3 603	Provide address conserva here. Freeded
Cherating Reserve Deposit Cher Request Reserve 1 Deposit Other Request Reserve 2 Deposit	3400 2455 0	9	200 000 000	Shat perheps conding expenses
Requestioner Decrets Commental Sub-total Reserves Groups Lease base Rembond fee Total Operating Expenses (A Reserves Gl. Base Rembond	6,055	Makanin Jangara •	6,625	Unit from Commental Op Budget Vibrasheek  FUPAC 1,314  SUB DUCK  109  Motpage RVE  5 00%
Fem)  NET OPERATING RICOME (NICOME MINUS OP EXPENSES)	#2,1#1 6	•		PUPA:         7 cm (fear)         32           Supportable 1st Mortgage Print         5           PUPA:         Supportable 1st Mortgage Art         53
DEBT SERVICESIUST PAY PAYMENTS (Trad debriaterand bank				Proposed in North STEE 691  [Provide additional commercy bere, if needed
Hard Odd - Fint Linder Hard Odd - Second Leaver Hard Program 0 (2) Dyn of employing Hard Odd - Second Leaver (Gran Hard Program of the Brilliand) Hard Odd - Thrift Leaver (Gran Hard Program of the Brilliand) Hard Odd - Second Leaver Hard Odd Second Hard Odd Second Hard Odd Second	8	- C		Provide additional townser's here, if devoted Provide additional townser's here, if devoted Provide additional townser's here, if devoted Provide additional townser's here, if medical
CASH FLOWING MALE DEBT SERVICES		•		Unis han Connercal Op 8 days Worsheld
Accepted of Commercial Surpici to LOD Strain Copy (Institute of Copy) AVAILABLE CASH PLOW (This row she should DECS) USES OF CASH PLOW (This row she should DECS) USES THAT PRECEDE MONED DEBT SERVICE BUTWARTAFALL BECOMPOSED ASSET DISTRIBUTION (TO COPY) For the Strain Copy (The Copy Copy of Copy			•	
Becombiner Asset Mg fee (December when process see policy)  Partners of Management Fee (size policy (or insta)  Investor Secure Fee (size UP Asset Mg Fee*) (see policy for Insta)	0 0	0		
The Expension of Fee (Na TV Asset (My Fee) (pair procy (of 1995)  Other Payments  (Expension of Period (Expension of Delection of Comments (1995)  (Expension of Period (Expension of Delection of Comments (1995)  (Expension of Comments (1995)  (Expe	0 0	8		Previous approval comments there if needed Previous approval comments here if needed
TOTAL PAYMENTS PRECEDED MONCH RESIDUAL RECEPTS (CASH FLOV) many PAYMENTS				FOND FROM SERVING CONTRACTORS of PROPERTY OF THE PROPERTY OF T
FRECEDRYS MOHCO)  Residual Receipte Calculation	•	•	•	
Does Project have a MCHCO Residual Recept Obligation? Will Project Debt Developer Fee? Was Debtsed Developer Fee? Mas Debtsed Developer Fee3berstmer 5: of Residual Recepts in Ye- 15 of Residual Recept a world be for distribution to soft debt leaders in	Ŀ		Yes Ho 33% 67%	Project Las I/OHCD ground (case? No
			Care to the co	Ontrib. el Señ Destro de la Procesa de la Destro de Destro de la Destr
Soft Delst Lenders with Residual Receipts Obligations (WHECDOUR) - Soft Death Lense (WHECDOUR) - Soft Death Lense (WHECDOUR) - Soft Death Lense (WHECDOUR) - Soft Death Lenders (WHECDOUR) - Soft Lenders (WHECDOUR) - Lenders (WHECDOUR) - Lenders (WHECDOUR) - Lenders (WHECDOUR)			Organd Lease	Total Principal Anni Debi Casani Lenza pay Jobe from res morta S1639/0 100/074 0 00/14 0 00/14
OTER SIT DEALERORY-LEFOREA  OTER SIT DEALERORY-LEFORES  MOHOD RESIDUAL RECEPTS DEBT SERVICE	1	71.1 (1) (1)	l .	0.000
MOREO RESIDUAL RECEPTS DES SERVICE  VICHEO RESIDUAL RECEPTS DES SERVICE  Proposed MOREO RESIDUA Recepts Amount to Lean Repulment  Proposed MOREO Residua Recepts Amount to Recidua Ground Laur		0	- 6 U	67% of recount recepts material by 100% — UCHNEFs provide draw of \$1 can out:   provide and arrows of recount recepts proposed for loan recognition.
REMAINING BALANCE AFTER MONCO RESIDUAL RECEIPTS DEBT SERVICE	•			Mar an popular an analysis
NON-MONCO RESIDUAL RECEIPTS DERT SERVICE				
HCD Resous Receipt Amount Due Lender & Resous Receipts Due	H-1		- 8	
HOLL-MONCO RESPUNAL RECEIPTS DEBT SERVICE HECO REGULARISECTES ARMONDO LITTRE STANKEETE DAT LITTRE STANKEETE LITTRE STANKEE	1	4 mil 1 mil	0 0	
IFEO BRADAIN RECEIPS ARROND DOC LEARNER STREET, AND RECEIPS DOCUMENTS OF THE STREET, AND RECEIPS OF T		ione in i		

Monterey Boulevard Apartments	LOSP	Non-LOSP										
Total # Units:	Units 4 100 001	Urs e i ecos			Year 1 2018			Year 2 2019			Year 3 2020	
NCOME	X annua	o 76 annual	Connects (retried to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	LOSP	Total	LOSP	non- LOSP	Total
Residental - Tenari Rents Residental - Tenari Assitance Fa, maris (florit OSP) Residental - LOSP Tenari Assitance Pa, maris	10% c/a	25% n/2	2.2	0744 12425	akes virtures.	9741	D 741	ANAL MAYOU	9 P.41 75 771	79.313	amon Following	5945) 79313
Gommercal Space Recidence Parking	25%	n'a 25% 25%	Section 1	VISION PRIME VENO	Resource: Co.	12.5	es populari	AND PROPERTY.	-	MSMyLERY	29630026436	
Miscelaneous Rent Income Supportue Services Income Interest Income - Project Operations	25%	25% 25% 25%		-			- :			-	=	
Laurdy and Vendors Terant Charaes	25%	25% 25% 25%	- Alian	153		457	512	===	517	521		524
U-poel aneous Residental Income Other Commercial Income	2.5% rva	25%	patro four esciptor o p	985P24817485	assaults.	-:	zkanyatan.	CANDESCA NO.		ment from the	erzentovos (anno	
Windrawal from Captained Reserve (deposit to operating account)  Gross Potential income  Vaporcy Loss - Residential - Tensis Rents	rv'a	n/s	ecstatie	82.653		9265	25,724		86,124	<u> </u>		85,777
Variancy Loss - Residential - Tenuni Assistance Payments Variancy Loss - Commelical	n/a r/a r/3	0/3 0/3	Erne tomulas menusty siet of europe Mich colley iers uie orden erthy sassify mit seproprise	(497)	e Carriera de la composición dela composición de la composición dela composición dela composición dela composición de la composición dela composición de	(457)	(372)	ACMINING SALES	[472]	(49/)	Allego Horong	(497)
EFFECTIVE GROSS RICOME OPERATRIG EXPENSES Management				82,185	•	#2,181	85,632	:*:	85,612	89,210	•	49,250
Vanagement Fee	35%	3.5%	Influentational economy WHUD WHOLE De UCHCD BARY	5 100 5 202		5 100 5 202	5279		5 27 g 5 3 5 4	5 433 5 573		5,400 5,570
Asset Management Fee Sub-total Management Expenses Sabaries@enefits	333		Denoscolad	10,302		10,302	10,653	•	10,563	11,035		11,036
Cince Salare (Arrest of the Salare Sa	355 355	35%		4212		4.217	4.259	:	4 359	4517		4512
Otter Sakret Usre'lls Admingfratie Rect-free Unit Sub-total Satarles/Essettis	35% 35%	35%			-		419		4359			
Administration Administration Advertising	35%	7 25%		4212		4,212			+,359	7.512		4,312
Ofice Expenses Ofice Rest	35%	25% 35% 35% 35%	200-1200-1200-1200-1200-1200-1200-1200-	120	:	120	121 10 350	÷	121	173	÷	10712
Lead Expense - Property - State to a participation of the same June 19 Aud Expense - Property - State to a same state of the same state of	35% 35% 35%	35%		10 000 1 222 1 650		10 000 1,259 1 550	1 343		10 558 1 344 1,739	10 712 1.322 1.800	÷	1,362
Booksecon/Accounting Services Bad Depth of the Control of the Cont	35%	35%	Magnifer of the State of the St	1 277 650 15,126		1 377 650 15,126	1 425 673 15,655		1,425 673 15,635	1,475 674 16,200		1,475 66-9
Property and a second property of the second	35%	35%		56.99		5 620	5 5 3 3		5833	6 037		6 657
With Gas Spont	35%	35% 35%		5.503 5.491		5 503 5 424	5 643 5 643	÷	5 683	5 825 5 887		5 to 5 5 to 5
Taxes and Licenses				16,635	:	16,635	17,217	ive f	17,217	17,820		17,620
Red Egrae Taves Payor Taves Uncertaneous Taves Licenses and Permits	35% 35%	35% 35%		611	-	641	(53		£53	637		567 -
Sub-total Taxes and Licenses				641		GI.	ess		in			RT.
Property and Liabity Insurance Fide by Bond Insurance Welker's Compensation	50% 35%	35%	a sang admining a si	1 602		1,502	1,292		5 892	1.957		1 637
Drectors & Officers' Lability insurance Sub-total insurance	50%	5.0%		135 2,138		2:123	351 2,746		353 2,745	370 2.157		370 2,357
Malatenance & Repair Partol Supples	35%	35%	1 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 - 2 -	3941 2419		3 943 2 519	40% 2918		4 07 s 2 91 a	4 227 3 020	-	4 229 3 050
Garbarge and Trash Removal	10 6% 3 5%	10.0% 3.5%		11 505 2 502		350	12 766	= :	12 768 3 623	11042 3747		34 542 3 742
Strucky Payrol Contract  MAC Reparts and Vantenance  Vehic and Vantenance Equipment Operation and Repairs	35% 35% 35%	35%		250		250	253		239	263		33
V scetaneous Operating and Martenance Expenses Sub-total Maintenance & Repair Expenses	35%	35%	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	4 \$50 27,072		4950 27,072	5 123 25,774	-	5 121 21,774	5 303 30,611		5 503 30,611
Supporturs Services Commercial Expenses	35%	- 3.5% camiltoss?	10 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	Problemanian	JOSEPH CONTRACT	-:-	5700083635	hindigine Stra		4755550251	W80378518565	
TOTAL OPERATING EXPENSES FUFA (Min Reserves GL Base Rent/Bond Fees)				76,128	-	76,124 19,032	79,577		73,577	\$3,225		B1,225
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rord Bond Monthern Fee			2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2		<del></del>				lists Isdan a	d-man he		- Taupda
Replacement Reserve Depost Consisting Reserve Capost Consisting Reserve 1 Depost				3 600 2 455	- :	3.600 7.465	3 600 2 455	-	3 600 2 405	3 600 2 455	- :	3 000 2 455
Christ Required Reserve 1 Depoils Oriest Required Reserve 2 Depoils Acquired Reserve Depoils Compression Compression					-				-		= :	10 1 100 100
Sub-lotal Reserves/Ground Lease Date RenVBond Feas TOTAL OPERATING EXPENSES (or Reserves/GL Dase RenV Bond	f Fees)			4,055 #2,141	:	6,055 #2,191	6,056 45,632		6,055 85,632	£,056		6,055 89,280
PUPA (#/ Reserves GL Base Rent Bond Fees) NET OPERATEIG BICOME (RICOME minus OF EXPERSES)						20,548		17				
DEBT SERVICE/MUST PAY PAYMENTS ("hard debt" famorlized los Havd Dett - Fara Lender			Solal commentary arread increase etc.				-		11:00 H 33:00 CC	A-701 8-7 8-2	ria vera lichar est	orna Younde
Hard Debt - Second Lendor (HCD Program 0-17% p.ml or other 2nd Lendor) Hard Debt - Thurd Lendor (Other HCD Program, or other 2nd Lendor) Hard Debt - Fourth Lendor	ender)		Sister commentane, armuel bioresse, etc.  Sister commenta ne tempo li bioresse etc.  Dirtor commentany armuel bioresse, etc.						All Products			100 mg/d
TOTAL HARD DEBT SERVICE		44 F	or and the same of the same of the	Republicani	Marier (1918)		Messospie e	odengaszon.		de regues	MARKET VICTOR	==
CASH FLOW (HOI minut DEBT SERVICE)  A STATE OF ALCOHOMOCOL SUPUL TO LOPS NOT LOSP (TELEBUS NEOF  AVAILABLE CASH FLOW	ne)		1					-	1			•
USES OF CASH FLOW BELOW (This rowalto shows DSCR.) USES THAT PRECEDE MORCO DEBT SERVICE IN WATERFALL			DSCR:	•			•		Note Haten a	Anna an Mà	nto most trick ex-	-ns Tournel
Babow the Line* Asset Mgt fee (uncommon or new projects, see policy) Partnership Management Fee (see policy for limits) Investor Service Fee (also "LP Asset Mgt Fee") (see policy for limits)	35% 35%	35%	personcopany personcopany	- :	- :-			- :		- :		
Flor-amounts Lean Print - Lander 1		CO-11 CONTROL	per MOHCD polity na annual increase Enfer commentante encuel morcose etc.								$=$ $\vdots$ $ $	50 J. S. S. C.
Non-amorting Loan Print - Lender 2 Distance Compagn Fee (Erner one se Max Fee from rese 131)			Enler comments recommend and ease of a		÷	<u>:</u>	==		2012/2019 (1) 3942/2019			100000
TOTAL PAYMENTS PRECEDING MONCO RESIDUAL RECEPTS (CASH FLOW MINUS PAYMENTS PRECEDIN	G MOHC	D)		<del></del>	<del></del>		<del></del>			<del>-</del>	<del></del>	
Does Project have a MOHCO Residual Recept Obligation? V/II Project Defer Developer Fee? Residual Receipts spit for all years Lander/Owner		Yes No 67%/33%										
newgost receips up a tot as years, - concentowner				Nas Delated De.	eloper Fee Art							
MONCO RESIDUAL RECEPTS DEST SERVICE		Out Sot Debt Leans	Lorenterministration	Cury Defend De	religion Free						,	<u> </u>
MOHCD Residual Receipts Amount Due Proposed MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Cround		100.00%	ours, and MOHCOrrectual recepts paley			===			•			
rease			Program Tele VONCO Art Due less Lean Respriert			لنــا			لــا		- 1	ليست
NON-MONCO RESIDUAL RECEIPTS DEST SERVICE PCD RESSUI Hese pts Answel Due Lender 4 Resdual Receipts Due		0 00%	ISHO HISTI		!			. 1			· · · · ·	===
Lender S Residual Receipts Dob Total Non-LIGHED Residual Receipts Debt Service		0 001;		l				1			- 1	
REMAINDER (Should be zero unjess there are distributions below)												
Onner Distributions/incentive Wansgement Fee Other Distributions Uses Final Balance (should be zero)						=======================================	•	1			ł	
REPLACEMENT RESERVE - RUHINIO BALANCE						115,292		1	119,812		ı	123,462
Replacement Research Deposits Replacement Research Withdrawals (deally ted to CHA) Replacement Research Interest						3,600			3,603			3,650
RR Running Balance			Rh Babros Vol	1		119,892 529,971			123,412 \$30,671		1	127,012 531,771
OPERATEIG RESERVE - RUNIDIG BALANCE Operating Reserve Stating Eabling Operating Reserve Deposits			SELECTION OF THE SECOND			2,433			2,455 2,455		3.3.1	4,510
Operating Reserve Withdrawa's Operating Reserve Interest						Notice State						2,65
OR Running Salance OTHER REQUIRED RESERVE 1 - RUHNING BALANCE		OR Balance a	s a % of Prov Yr Op Exps + Dect Sorvice			2,455			4,510		•	7,345 # 614
Other Reserve 1 Stating Balance Other Reserve 1 Oscosts Other Reserve 1 Oscosts Other Reserve 1 Vithorawa's								1			[	
Other Reserve 1 Withdrana's Other Reserve 1 IrUses Other Required Reserve 1 Running Balance											- 4	10 00 00 00 00 00 00 00 00 00 00 00 00 0
OTHER RESERVE 2 - RUNNING BALANCE				l		Personal T					ſ	
Other Reserve 2 Starting Balance Other Reserve 2 Deposts Other Reserve 2 Withdrawals												
Other Reserve 2 Filtrest Other Required Reserve 2 Funning Balance			L 2 1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			لبـــــــا			لست		- 1	لبنت

Monterey Boulevard Apartments	LOSP	112105										
Total # Units	100.000	Unts 8 0 0001	<u>.</u>		Year 4 2021			Year 5 2022			Year 6 2023	·
Recolle	inc LOSS	% annua Increase 25%	Comments (related to annual inc accumptions)	LOSP	non-LOSP	Total 10022	LOSP	non LOSP	Total 10 140	LOSP 10 741	non-LOSP	Total 10 741
Residental - Tenani Rents RELIGENTAL - Errani Alextance Payments (Hon-LOSP) RELIGENTAL - LOSP Tenani Aserbaine Fayments Commetto I Space	n/a n/a	n/a n/a 2 5 %		EJOST	erawah resa	83097	27 OH7	COURT AND CO	67 047	196 191 7/1	rijova u Pranje. Krija pranje	91 271
Residential Parking Lifere annous Ront Income	25%	25%		- :	-:			<u>:</u>				
Supportive Services Income Interest Income - Project Operations Laurety and Vending	25% 25% 25%	2.5% 2.5% 2.5% 2.5%	10.000	533		529	201		520	263		595
Tenant Charges  Usoc laneous Residental Income  Other Commental Visorre	2.5% 2.6% n/s	25% 25% 25%		generalen venan.	ravionerismon		Congression	zawejenjerio		potos Applicators	ON CREMENTS	===
Windows from Caphaged Reserve (deposit to operating account)  Gross Potential Income	n'a	מ'ח	Land State Michigan & Gestion Letter, 44 State Control	93,413	L	93.643	97,794		\$7,738	101,077		167,077
Vacancy Loss - Readental - Yenant Rents Vacancy Loss - Readental - Yenant Assurance Payments	n/a n/a f/b	Na Na Na	prieterus maracy permenant Dat pacy amusing er er casualy rot expresse	(51)	zeranesua.	(507)	(501)	gradentalizates	(507)	(572)	Carata contracto	(5)2)
EFFECTIVE OROSS PICOME OPERATING EXPENSES Management				92,141	•	93,141	27,231	•	17,231	101,565	-	101,143
Management Fee Asset Wonsgement Fee	35%	35%	stelle to VOCDERCE	5 (54	<u> </u>	5 654 5 763	5 L52 3 913		5 852 5 (63)	4 057 4 178	- :	6 057 6 178
Sub-total (lanagement Expenses Salaries/Benedits C/FCe Salares	7 35%	35%		11,472		11,422	11,872		11,822	12,236		12,236
Planager's Selary Protth Inturance and Orest Benefits	35%	3 5% 3 5% - 3 5%					- :					
Crief Sabrec Bandins Administrative Rend Priva Unit Sub-total Salaries/Benefits	35%	3 545		4,670	ا	4 670	4,607	ij	4,193	6,603		6,003
Administration Administration Color Expenses Color Expenses Color Ford	3.5%	35%	10 (10 (10 (10 (10 (10 (10 (10 (10 (10 (		i :	132	131	-:-	123	143		143
Legal Expense - Froceny Audi Expense	35% 35% 25%	3 5% 3 5% 3 5%	at a section product and a section of	11 017	= :	11 037	11-4/5 11-4/5	_==	11 475 1,491	11 577		11 677 1543
Bool Neighng/Accounting Services Bast Datts Miscottoneous	35% 35% 35%	35% 35%		1.553 1.527 721		1 543 1 527 721	1.925 1.540 745		1 928 1 520 743	1 515 1 615 772		1,865 1605 772
Sub-total Administration Expenses				16,770		16,770	17,257		17,357	17,845		17,545
Electricity Wrotes Gas	35% 35% 35%	3 5% 3 5% 3 5%	22.20	6 549 101 6 6 024	:	67.53 101 8 1024	4 257 4 715 4 307		6 457 6 315 6 307	6 535 6 525	- :	6 525 6 525
Stater Sub-total Utilities Taxes and Licenses	35%	35%	Para and all a	13,444		18,444	19,012		19,003	19,757		19,757
Real Estate Larra Fig. Tales 12 sectarsout Lars Licenses and Femilia	35% 35% 35%	35%		7/1		711	734	===	735	761		721
hsurance Sub-total Taxes and Licenses  Properly and Licenses  Properly and Licenses	5.00:	-		711		711 2015	734 Z 190		736	2.300		2300
Fide try Bond Insurance Worker's Compensation	35%	35% 35%		- in			- :					
Director's & Oficers' Listbity Insurance Sub-lotal Insurance Maintenance & Repair	50%	5.0%	I	2,475		257 2,475	40 g 2,529		2,519	2.729		2,729
Fairol Supples Contracts	3.5% 3.5% 10.0%	35% 35% 100%		4 277 3 125 15 415	-	4 377 3 125 15 445	3715 16 691	===	4 510 3 735 116 951	1348		3 34 t 3 8 690
Garbage and Trash Removal Security Payres/Contract	35% 35% - 35%	35% 35% 35%		277	-:	277	2016 257		207	207		4 157 297
HVAC Repairs and Maintenance Vehicle and Waintenance Egypment Operation and Repairs Wiscelaimous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	35%	35%		5 4 1 5 37,44 6	-	5.433 32,595	5 690 34,740	:	5 650 34,740	3 £79 37,040		5 879 37,660
Supportire Services Commercial Expenses	35%	.35%	and an appear to a second	enter-cadio lo	700000000000000000000000000000000000000		20000000	TOWNS STATE OF THE		SHOULD SOLD	25828882280	===
TOTAL OPERATING EXPENSES PUPA (als Remnes GL Base Rens Bond Fees)				#7,614	٠,	87,086	21,176		37,176	85,610		55,510
Reserves/Ground Lease Base Rent/Bond Fees Ground Lease Base Rent Bond Montaing Fee	1		The state of the s	BORREN VECES	n yelon cett m	P. ASP PAIN CO	· ·	22-7 ACREAS MA	tple onls	-:1	-:1	
Replacement Reserve Deposit of the Commission of			a continue	3 600 2 455	-	3 600 245	3 600 2 455		3 (0) 2 455	3 600 2 455		1 900 2 45
Other Regulas Resente 2 Deposi Regulas Resente Deposits Commercial Sub-total Reserves/Ground Lease Base RanyBond Fees				E,055	:	6,033	6,015		5,023	1,035		6.000
TOTAL OPERATRIG EXPENSES (w/ Reserves/GL Base Rent/Bond Fees) PUPA (w/ Reserves/GL Base Rent/Bond Fees)	d Feas)			93,147	-	33,141	97,221	:	37,211	101,565		101,565
HET OPERATING INCOME (RIGOME minus OP EXPENSES)  DEBT SERVICE/LAIST PAY PAYMENTS (Theid debt temoritied to	ans}			attern steer	Hydrowania c	ergoulata enen ce	ೆ. ಚಿತ್ರಾಪ್ ಆರ್. ಚಿತ್ರ	no source	in early	-	-	-
Hard Debt - Fast Lender Hard Debt - Second Lender (HCD Program 0.42% p.mr. or other 2nd 1 Hard Debt - Third Lender (Other HCD Program or other and Lender)			Enter commente et considération et l'artis commente le considération de l'artis commente de considération etc.	- :	==	4 10 10		===		-		
Hevd Debt - Fourn Lender Commercial Hard Debt Serves TOTAL HARD DEBT SERVICE			Erra commenta a prositionate etc.	29452001274	\$05288086	Jaletari er	ylastetit on	Vyr.en.gadesees		narysta)	2908/800E866	_:]
CASH FLOW (INCI minut DEBT SERVICE)	me)						- :					•
AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL		٠.	DSCR					77-7 10:00 m.	- 14	-		•
Below-the-line" Asset Nigillee (uncommon ninew projects, see policy) Partnership Management Fee (see policy for Imma) Investor Service Fee (sea "LP Asset Nigi Fee ) (see policy for Imms)	35h 35%	35%	W MOHCD Edity W MOHCD Edity W MOHCD Edity W MOHCD Edity a mit. of makes			200	-			- :	===	
Non-amortiong Loan Front - Lender 1		A4000033840	Entry comments as arrupt moreste at:						- 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1 - 1			
Lion-amortizing Loan First - Lender 2  Different Developer Fee (Errer and 4: Max Fee from the 131)  TOTAL PAYMENTS PRECEDING MACHINE			Erta corrects re arrust rotate ec					_===				,112,
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IES OF CASH FLOW BELOW (This ow who shows bORA)  EST THAT PRECEDED WHOMEN DIST SERVICE IT NATIFEATED AS THE SERVICE IT NATIFEATED WHO BE SERVICE IT NATIFEATED AS THE SERVICE IT NATIFEATED AS THE SERVICE IT SER	35% 35% 35% D D DHG MOHC	D)  Yes  No  673:/335  Dat Son  Debt Loans  100 cos;	EF DECEMBER OF DEC									
IEE OF CASH FLOW BELOW (This erw has shown SDER).  IEE OF CASH FLOW BELOW (This erw has shown SDER).  IEE THAT PRECEDE WHO GOD STEWERS IN VARIETATION.  IEE THAT PRECEDE WHO GOD STEWERS IN VARIETATION.  IEE THAT PRECEDE WHO GOD STEWERS IN VARIETATION.  IEE PRINTED WHO STEWERS IN VARIETY IN PROCESS.  IEE PRINTED WHO STEWERS IN VARIETY IN PROCESS.  IEE PRINTED WHO STEWERS IN VARIETY IN PROCESS.  IEE PRINTED WHO STEWERS IN VARIETY IN VARIETY IN PRECEDURS AND VARIETY IN VAR	35% 35% 35%	D)  Yes  No  673:/335  Dat Son  Debt Loans  100 cos;	SPECTAL STATE OF THE SPECTAL S			113 (77)			19272 15272 1503			159
EEO OF CASH FLOW BELOW (This row has shown bORN) EEO OF CASH FLOW BELOW (This row has shown bORN) EEO TAT PRECEDED AND OND OND THE SERVICE IN VARIETY AND OND OND OND OND OND OND OND OND OND O	35% 35% 35%	D)  Yes  No  673:/335  Dat Son  Debt Loans  100 cos;	EF DECEMBER OF DEC			113 C77 1 (C3) 1			152727 152727 1509 1509 155,682 524,921			159 £29
EE OP CASH FLOW BELOW (This ow who a hows bORA) EE OP CASH FLOW BELOW (This ow who a hows bORA) EE THAT PRECEDE MONHOR DBB 12 SERVICE IT WATERSALE WAS ENTER THE WATERSALE OF TH	35% 35% 35%	D)  Yes  No  673:/335  Dat Son  Debt Loans  100 cos;	SPECTAL STATE OF THE SPECTAL S			113 (77)			19272 15272 1503			153 \$27
EG OF CASH FLOW BELOW (This own sho shows bORA) ES OF CASH FLOW BELOW (This own sho shows bORA) ES THAT PRECEDED MONOTED BEST SERVICE IN VATERATION OF THE SERVICE IN VATERATION OF THE SERVICE IN VATERATION OF THE SERVICE IN VALUE OF THE SERVICE I	01 35% 35% 0 DINO MORE	345. D) Yes Ne 673: 4215 Ne 673: 4215 102: 6073: 60673 0000000000000000000000000000000000	SP MONOCOLOGY  ON DEPCH SP MONOCOLOGY MAN AND AND AND AND AND AND AND AND AND A			145.572 5,563 152.371 152.371 153.671			192727 34.00 195,682 51,623 24,530 24,530 27,603			3 159 127 27, 2,
IES OF CASH FLOW BELOW (This ow who shows bORA)  EST ONT PARKED WANDER ONE STORMER IN WATERSALD  DESCRIPTION ON WORK ONE STORMER IN WATERSALD  DESCRIPTION ON WORK OF THE STORMER IN WATERSALD  DESCRIPTION ON WORK OF THE STORMER IN WATERSALD  DESCRIPTION ON WORK OF THE STORMER IN WATERSALD  JUST STORMER IN COUNTY OF THE STORMER IN WATERSALD  JUST STORMER IN COUNTY OF THE STORMER IN WATERSALD  SOUNDAME RECEIPTS (DASH FLOW MINUS PAYERSTEE PRECEDUE SOUNDAME FOR THE STORMER IN WATERSALD  SOUNDAME RECEIPTS (DASH FLOW MINUS PAYERSTEE PRECEDUE SOUNDAME FOR THE STORMER IN WATERSALD  SOUNDAME RECEIPTS (DASH FLOW MINUS PAYERSTEE PRECEDUE SOUNDAME FOR THE STORMER IN WATERSALD  MONTH OF	01 35% 35% 0 DINO MORE	345. D) Yes Ne 673: 4215 Ne 673: 4215 102: 6073: 60673 0000000000000000000000000000000000	SPECTAL STATE OF THE SPECTAL S			115 C77 3 CC3 115 C77			152,722 152,722 3,502 155,622 24,520 24,520 2,533			3 159 127 27, 2,
EE OF CASH FLOW BELOW (This row has shown bORN) EE OF CASH FLOW BELOW (This row has shown bORN) EE THAT PRECEDE MOHEN DEET SERVICE IT VALEBERS TO SERVICE IT VALEBURG TO SERVICE IT VAL	01 35% 35% 0 DINO MORE	345. D) Yes Ne 673.4215 Ne 673.4215 102.001; 000.001	SP MONOCOLOGY  ON DEPCH SP MONOCOLOGY MAN AND AND AND AND AND AND AND AND AND A			143.677 3.602 152.381 22.091 24.502			192727 34.00 195,682 51,623 24,530 24,530 27,603			3 159 127 27, 2,
EE OF CASH FLOW BELOW (This row has shown bORN) EE OF CASH FLOW BELOW (This row has shown bORN) EE THAT PRECEDED AND WHO DOES I SERVICE I VAN TERPAL WE SERVICE BOTH THE MEMORY OF THE SERVICE IN THE SER	35% 35% 35%	345. D) Yes Ne 673.4215 Ne 673.4215 102.001; 000.001	SP MONOCOLOGY  ON DEPCH SP MONOCOLOGY MAN AND AND AND AND AND AND AND AND AND A			143.677 3.602 152.381 22.091 24.502			192727 34.00 195,682 51,623 24,530 24,530 27,603			159 £19 27 22 22
EE OP CASH FLOW BELOW (This ow who shows bOFR) EE OP CASH FLOW BELOW (This ow who shows bOFR) EE THAT PRECEDE MONHOUS GREEN STANCE IN VARIETY AND EED THAT PRECEDED AND EED THAT	35% 35% 35%	345. D) Yes Ne 673.4215 Ne 673.4215 102.001; 000.001	SP MONOCOLOGY  ON DEPOCACION AND AND AND AND AND AND AND AND AND AN			143.677 3.602 152.381 22.091 24.502			192727 34.00 195,682 51,623 24,530 24,530 27,603			3 159 127 27, 2,
EE OP CASH FLOW BELOW (This ow who shows bOFR) EE OP CASH FLOW BELOW (This ow who shows bOFR) EE THAT PRECEDE MONHOUS GREEN STANCE IN VARIETY AND EED THAT PRECEDED AND EED THAT	35% 35% 35%	345. D) Yes Ne 673.4215 Ne 673.4215 102.001; 000.001	SP MONOCOLOGY  ON DEPOCACION AND AND AND AND AND AND AND AND AND AN			143.677 3.602 152.381 22.091 24.502			192727 34.00 195,682 51,623 24,530 24,530 27,603			3 159 127 27, 2,
EES OF CASH FLOW BELOW (This row has shown bOFR)  EES OF CASH FLOW BELOW (This row has shown bOFR)  EES THAT PRESENTS ON WHOTH DISTRICTURE IT WATERFALL WE SHOULD BE S	35% 35% 35%	345. D) Yes Ne 673.4215 Ne 673.4215 102.001; 000.001	SP MONOCOLOGY  ON DEPOCACION AND AND AND AND AND AND AND AND AND AN			143.677 3.602 152.381 22.091 24.502			192727 34.00 195,682 51,623 24,530 24,530 27,603			153.5 3.5 1537.1 27.7 20.2 21.2 21.2

Monterey Boulevard Apartments	1052	No. LOSP										
Total # Units	100 601	Units.		Γ	Year 13 2030			Year 14 2031			Year 15 2032	
NGOME	% annua	/ Wannual Increase	Comments (related to annual inclass umptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Revdential - Tenart Roms Residential - Tenart Assistance Payments (Non-LOSP) Residential - LOSP Tenart Assistance Payments	1 035 n/a n/a	25% n/s		10 930	alyeenskippen	10 540	126 421	ujawa z Biokogo	11 090	11 500 141 534	3003000000000	11 200
Commercial Space Residential Parking Wisetamous Reni Insome	255 255	25% 25% 25%	1.5 1.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2	strouston:	riberal (1780)		Chellan Service	i si circonto con-		hartastic/syr.	give esposedus	
Support of Service Income Interest Income - Project Operators Latindry and Vending	25% 25% 25%	25%	Andrews									
Libridry and Vending  Tensin Charges  Wile charles in the desired income  Wile charles is Resident all income	25% 25% 25%	25% 25% 25%		671		671			683	705		765
Other Commercial income  Wigners and from Capitalized Reserve (deposit to operating account)	n'a n'a	25% n/a	Link Fore Reserve Section Liston, As sept-code	4994 99240	10003668000	ningris .	- Paping College in	direjilozatek	e a wige	- Memory Const	s contratte at	Dargo da
Varancy I nys - Resident at - Tenant Rents	n'a	IV3	Error tormulas manusing par retenant (ACH) pat ty, amount incommenting linearly rost	141,130		141,130 (547)	143,243		148,269 (554)	163,442		151,442 (565)
Vacancy Loss - Resdential - Tenant Assistance Payments Vacancy Loss - Commercial  EFFECTIVE GROSS INCOME	n/a n/a	10.7	corecide	140,591	downwoods	140,581	147,714	Orreservedos	147,714	157,837	NAME OF THE PARTY OF	152,772
OPERATRIG EXPENSES [Ibragement]			The few sites of econors to mile									
Usraperrark Fee Appl Maraperpark Fee	35%	35%	estative Car VOHCD palicy	7.706 7.201 15.567		7,708 7,861 15,567	7976 8135 15,112		7 976 8 139 15,112	# 255 8 470 16,676		8 470 15,676
Sub-lotal Management Expense: Salaries/Benefits Ofice Sobres	35%	354		6 265		6 365	4.527		8 537	8 813		8146
Vanger (Salay) Vanin increase and Otter Benefits Otter Salarso Genefits	35%	35%	- 100 cm - 100 cm					÷				
Administrative Rom Free Upd Sub-local Salaries/Benefits	35%	35%		6,265	لنب	6,365	6,637	L	6,587	6,212		6,010
Administration Administration Administration and United to Concentration Office Renders Office Renders	35%	35%		161		- 181	161		123	- Tsa		194
Legal Expense & Property Colon	35% 35% 35%	3.5%	A STATE OF THE STA	15 111	-	15 111	156-0		15 640	re ter	:	16 167
Augi Expense  Bookkeep op/Accounting Services  Bod Debts Accounting Services	35%	35%		2 5.12 2 5.12		1.913 2.529 2.011	2032 2627 2154	:	2 032 2 627 2 154	2 103 2 719 2 229		2,103 2,719 2,729
MaceTaneous Sub-total Administration Expense:	35%	25%	85.0 mm - 1.00 mm	952 72,856	-	982 22,456	1017 23,618		1 017 Z3.536	1052 24,494	-	1 057 24 464
Wiles  EXTENTION TO THE CONTROL OF T	35%	35%		8 516 8 315		8 516 8 315	8 514 8 605		8 814 8 698	9 121 8 953		9.123 8.903
Gas Sever Sub-latal Dilities	35%	35%		5 355		8 305 23,137	24.016	:	8 545 26,016	26.927		8825
Taxes and Licenses Roal Estate Farms	3.5%	35%	The state of the s	507		63	1,002		1,000	1,013		1015
Paymi Tares  Wacetaneous Tares Licenses and Fermis  Sub-total Taxes and Licenses	35%	35%	91 2 1821 - 124 - 274 2 14			561	1,632		1,002	1,033	Щ	1,038
Insurance Property and Lobify Insurance Ficielty Bend Insurance	50%	5.0%		1239		3 221	3,321		1,558	153		3568
Fidelty Bond Insurance Worker's Compensation Director's & Oficers' Lobiny Insurance	35% 35% 50%	35% 35% 50%	Proposition of the proposition of the control of th			603		- :	634	655		665
Sub-lotal insurance Alsintamance & Repair				3,840		2'840	4,032	-	4,032	4,233		4,233
Payro1 Supples - not many to the recognised for the continuous government of the complete Contracts and the payron areas of the contracts and the contract of	35% 35% 100%	35% 35%	The state of the s	5 P/A 3 260 39 421		5 9842 4 250 36 421	6 174 2 2))		6 174 4 409 40 054	6 397 4 263 44 070	=	6 391 4 fe3 44 070
Garbage and Trath Removal Security Payor Contract MYAC Repairs and Mantenance	35% 35% 35% 35%	35% 35% 35%	The second secon	3217	- :	5.789 378	5474 521		5,474 391	3 615 405		5 665 405
Vehicle and Mantenance Equipment Operation and Repairs  Witchangers Operation and Mantenance Expenses	35%	35% 35%	1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	7.410		7,420	7 742		7,742 £4,253	8013		E 013
Sub-total fraintenance & Repair Expenses Supportive Services	35%	35%	in the second se	59,793	-	69,733	64753	-	€4,253	67,105		69.106
Commercial Expenses TOTAL OPERATING EXPENSES	1	(Cremeii) part	Baran dayan baran	534,626	Jansynkopskiese (	134,526	141,653	SSECURITIONS.	141,650	162,232	ASSESSED NO.	149,282
FUPA (with Reserves GL Base Rent/Bond Fees Reserves Ground Lease Base Rent/Bond Fees Ground Lease Base Rent	1				,							
Bond Mandering Fee			and the second	1600		3 600	3 600		3 600	3600		3 602
Operating Resone Depost  Crar Regard Resone 1 Depost  Oper Regard Reserve 2 Depost			2 2 2 2	2.455		3.455	2 455		2455			
Regured Reserve Deposits Communication Sub-total Reserves/Oround Lesse Base Rent/Bond Feet	1			4,655		6,653	8.055		6,035	3,600		3.560
TOTAL OPERATING EXPENSES (w/ Reserves/GL Base Rent/ Box PUPA (w/ Reserves/GL Base Rent/Bond Fees	id Fees)			140,531	•	140,581	147,714	•	147,714	152,432		152,282
NET OPERATRIG BICOME (BICOME minus OF EXPENSES)  DEBT SERVICEAUST PAY PAYMENTS Chard debt famorized in	ans)				-	-	•	•		•		
thrd Debri-Fret Lender Hard Debri-Second Lender (HCD Program 0.42% pjmt) or other 2nd Payd Debri-Thrd Lender (Other HCD Program) or other 2nd Lender)	ender)		Site committee problement et. Site committee problement et. Entercommittee problement et.	-	-	Tarata A. Tarata A. Tarata A.	<u>:</u>	- :	a politika sol		-	See See See
Hard Deta - Fourin Listaer Construction Hard Deta Service TOTAL HARD DEBT SERVICE	4		francescera representate es.	at meanyment of	Scotposti, MC		(KELVAR HEZEV.)	Assessory.	40 a. da • 40	ustalitistare (i)	assaasjans	
CASH FLOW (NOI minus DEBT SERVICE)				:		-	:	:		- 1, -	-	
Alacator of Commercial Surplus to LOFS front LOSE (resolutions AVAILABLE CASH FLOW USES OF CASH FLOW BELOW (This rewaits shows DSCR.)	are)		DSCA	<u> </u>		٠ '	-		•			
USES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL.  Brow-the-ine* Asset Migities (uncommon in new projects, see policy) Fadhrership Management Fee (see policy for Initia)	35%	35%	se NO-CD back	-		200 J 100 J						
Investor Service Fee (also "LP Asset Digit Fee") (see policy for limits) Other Payments	1	(Negative space	SW MCHCD paley no arrest incress t			5 6 3 3 6 6 7 1 10 3 6 6 7 1 1 1	==			=		
fibn-among ng Loan Print - Lender 1 fibn-among ng Loan Print - Lender 2	}		ine come an endrosse et ine come an endrossi et		÷	11 - 12 - 13 - 14 - 14 - 14 - 14 - 14 - 14 - 14	:		Sergraph and			er gester sin
Ordered Developer Fee (Enterant or Man Fee from new 131) TOTAL PAYMENTS PRECEDING MONCE							<u> </u>					
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECED)  Does Project have a MOHCO Readual Receipt Ox/gation?  Will Project Dufus Developer Fee?	mu 1.10HC	Yes Ka		1	-	-		•	.*.		. •	-
Wil Project Dafer Developer Fee? Residual Recepts spit for all years, - Lender/Owner		6751/335										
MOHCO RESIDUAL RECEIPTS DEBT SERVICE		Dat Spit										
SOHCO Residual Receipts Amount Duo	1	100 00%	August in per province of use of an act facilities and province of an act facilities and acceptance of an	]								
Proposed NOHCO Residual Recepts Amount to Lean Recaj morz Proposed NOHCO Residual Recepts Amount to Residual Ground Lease	]	1	Prepoted Total MOHCO Anti Dive less Loan Replayment	j								
NON-MONCO RESIDUAL RECEIPTS DEBT SERVICE	1	0.00%	Transcone	1							i i	
Lender 4 Residual Recepto Due Lender 5 Residual Recepto Due Tatal Non-NOHCD Residual Receipts Debt Service	1	0 00% 0 00%		1		<del></del>						===
REMAINDER (Should be zero unless there are distributions below)												
Owner Datributons/Incertive Management Fee Other Datributors/Uses	}		2.22 2.22 2.22 2.22 2.22 2.22 2.22 2.2		[			-			e. 1	
Final Balance (should be zero) REPLACEMENT RESERVE - RUNNING BALANCE	,			1		·			•.			
Regissement Reserve Strong Estance Regissement Reserve Disposis Regissement Reserve Windows (doo't) ted to CIIA)	1				-	155.417 3,600			163,072			3600
Replacement Reserve Visitest RR Running Balance	]		AA Belenza-Uni	}	ł	163,012			166,582 541,679		ļ	170,212
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Stating Balance	3		HR Balanca-Unit		ſ	\$40,771 29,440			\$41,674 31,915			\$42.571 34.370
Operating Reserve Deposits Operating Reserve Willndrawals	1					2,455			2,455			-
Operating Reserve Interest OR Running Befance	,	OR Balance a	s & 1's of Prior Yr Op Exps + Dett Service	,	ı	31,915 73.8%			34,370 24.4%		1	34,370 21 3%
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE COMP Resort 1 Startog Balance Other Resort 1 Deposits Other Resort 1 Viridanals	1		600 C	1	1						٠.]	•
	1											100 P P P P P P P P P P P P P P P P P P
Other Reserve 2 - RUNING BALANCE	,					-						
Other Resence 2 Starting Batance Other Resence 2 Deposits Other Resence 2 Windowskis	1											222.500
Other Reserve 2 Indicest Other Regulated Reserve 2 Running Balance	1			1	1					l		- 11

Monterey Boulevard Apartments	LOJP	Nov 1050										
Total # Units		Ura C			Year 16 2033		I	Year 17 2034			Year 18 2015	
FICOME	% annua	increase	. Con ments (related to assess live arreumptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Yotal
Residental - Tenant Renta Residental - Tenant Additione Paymenta (Sont OSP) Residental - LOSP Tenant Esbitance Payments	n'a n'a	25% ng		11312	WOODRE CONTROL	11.312	11435	restrutivo con con	10 622	11547	AUTHORS/18/6/18-	101 647
Commercial Sprice Residential Parking Pracetaneous Rent Income	75% 25%	2.5% 2.5% 2.5%		elangrout.	rystally?(SQLv4)a		Characterists	opoperitary se	= :	S0815/05 (\$0.5	MANUFARM	
Supporte Salvices alcome tossest Income - Project Operations	25%	2.5%						:	÷		- :	
Caundy and Vending Terant Charges Unice aneous Resident althorities	2.5% 2.5% 2.5% 2.5%	25% 25% 25%	The second secon	73	=	723	741	=	741	760	==	760
Criter Commercial income  Windropool from Capital and Reserving (deposit to operating account)	n/a n/a	2.5%	Crafton Reserve Section before as applicable	0.003445500450		na, shijing	arkonsserver	500mm/07860	gryns 4276 r	SWEEKS TO	A97652/606-8073	
Gross Potential incom		IVa	Star terricus manualy paragram DCH colog arrust transparing Gastly for	161,601 (%2.		161,601	172,713 (571)	===	172,785 (571)	187,147		182,197
Varancy Loss - Residental - Tenant Assistance Payments Varancy Loss - Commettes  EFFECTIVE GROSS BIGGOTA	O'A	7/a 7/a	gurante.	161,035		361,033	172,218	Strawn	172,218	1\$1,570	819/889-94-	181,570
OPERATRIG EXPENSES  Nanagement  Management Fee	35%	3.5%	In the presented heard	T		854						
Asset Usraquerert Fee Sub-total Management Expense	3 5 %		* no-colonsia	8 715 17,259		8715 17,238	9 020 17,844		8 243 9 620 17,844	9 153 9 335 18,483		9 (53 9 324 58,433
Salaries/Benefits Cdcc Salare (Vanyari's Salay	35ts	35%	20 00 00 00 00 00 00 00 00 00 00 00 00 0	7 657	-	7057	7,00	-	7 101	7,557		7.559
Peach Insurance and Citre Eer Ma	35% 35% 35%	35%				- :			- :	:		- :
Administration Sub-total Salaries/Benefit Sub-total Salaries/Benefit	3			7,667		7,057	7,304		7,304	7,869		7,510
Adjusticing and Washing Office Expenses Office Rent	35% 35% 35%	3.5% 3.5% 3.5%		201			201		208	215		215
Legy Expense - Flopmty / Control Expense - Flopmty / Control Expense - Bcolkeepng/Accounting Services	35%	35%	200 - 100 -	16.752 2.176 2.815		18753 2.176	17,340 2,252		17 349 2 252	17 947 2 331 3 015	_ :	17947 2331 3015
U scelaneous	35% 35% 35%	35%		1063		2,815 2,237 1,052	2 913 2 353 1,127		2913 223 1 127	1,167		2.471
Sub-total Administration Expense Utilities		7 35%	First Consequence of the Consequ	25,341	-	25,341	24,223		26.228 9,773	27,146	-	27,146
Events of Water Gas	35% 35% 35%	35% 35%	- 12	9 21 P 9 20 8		9,447 9,219 9,203	# 542 # 550		9542 9533	9.576 9.254	-	10 115 9 576 9 554
Sub-lotal Utilide Taxes and Licenses				17,819		27,863	21,845		78 E45	22,454		23,854
Replace Tares Faitot Tares Vice Tares Tares Locales and Permits	35% 35%	35% 35%		1074	$= \stackrel{:}{=}$	1074	1.01	= :	1111	1 150		1,150
Miscetamous Tares Lecrises and Permits Sub-lotal Taxes and License Insurance Properly and Urb-17 Insurance				1,074		1,074	1,111	-	1,111	1,150		1,450
Fde'ry Bond Insurance Welker's Compensation	35% 35%	35%		3 745	= =	3743	3114		3934	1 130	_==	4,130
Orector's & Oricers' Lobility insurance Sub-total insurance Absintenance & Repair	5.0%	50%		4,445	-:-	4,445	73.1 4,667		733 4,667	770 4,900		4,500
Surgles	35%	35%	Term Description	6 614	- :	6514 4723	6 545 4 512	-:	0 243 4 223	7 645 5 653		7 C.55 5 G50
Contracts Contracts Contracts Contracts Contracts Contracts Contracts Contracts	10 0% 3 5% 3 5%	10 0% 3 5% 3 5%	and the section processing the section of the secti	45 477 5 664 419	-	41 477 5.664 419	53.325 6.069 433	<del>:</del>	53325 6023 433	53 657 0 251 441		55 657 6 251 443
NYAC Repars and Mantenance Vehicle and Mantenance Equipment Operation and Repairs Mischlaneous Occurring and Mantenance Excenses Sub-local Malintanance & Repair Expenses	35%	35% 35% 35%	The second secon			- 6 293	A 503		0 503	- 0 524		8774
Supportive Services delication and the services of the service	35%			74,390		74,350	80,144		E0.144	\$0,416		8574 85,415
COMMUNICIAL EXPENSES TOTAL OPERATRIG EXPENSES	1	deficiones	a reduction	157,435	Managaran (1972)	157,416	164,163	3099999999999	166,163	175 515	7895001180115	175.515
FUPA (with Reservat GL Base Rent/Bond Feet Reservat/Ground Lease Base Rent/Bond Feet	3											
Bround Lease Base Rani Bond Mantaring Fee Replacement Reserve Deposit				3600	=	3 650	3 600	- :	3600	760		3 200
Opening Reserve Deposit  Oner Required Reserve 2 Deposit  Oner Required Reserve 2 Deposit			100 Table 1				2 425		2 455	2 455		2455
Regured Reserve Deposits Conversion Sub-total Reserves/Oround Lease Base Rent/Bond Feel	į		1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	3,600		3,600	4,055		6,651	4,055		6,055
TOTAL OPERATING EXPENSES (w/ Reservation Base Rent/Bor PUPA (w/ Reservation Base Rent/Bond Fees	nd Fees)			161,036		161,035	172,718	•	172,218	181,570	•	101,570
NET OPERATING SICOME (BICOME minus OF EXPENSES)  DEBT SERVICE/1915 PAY PAYMENTS ("hard dabt"/amoritized in  [43rd Debt - Frst Lander)			Enter cumments or annual increases and				· ·				-	
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Hard Debt - Fourth Lender Commercial Hard Debt Sence TOTAL HARD DEBT SERVICE	1		Erte correction arrust repetits et.	o autor registris	stromewiczou	==	revenue del	Alexanderray		1.61030000	opene Chargo	
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USES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL.  Brow the Ine "Asset Miglifee juncommon in new projects, see policy Patrietiship Management Fee (see policy for jims)	35% 35%	354 354	rat NOHCD toxics	_==	- :	10 A A		-:		:	-:-	
Prestor Service Fee (aka "LP Asset Nig! Fee") (see policy for times) Other Payments Lion-amorizing Loan Pinni - Lender I	'	200000000000	ter MCHCD parapra werus maresse.	===	===		===	==:	2000	===	===	200
Idon-amortizing Loan Print - Lender 2 Defenred Emissions Fee (Error and 4: 1/av Fee from row 131)	}		inter commercia de antical matemat, esc		-:-			- :	2000	_ :		
TOTAL PAYMENTS PRECEDING MONGE RESIDUAL RECEPTS (CASH FLOW MINUS PAYMENTS PRECED				<del></del>	<del></del>	<del></del>	<del></del>	<del></del>	<del></del>	<del></del>	<del></del> -	<del></del>
Does Project have a MOHCD Residual Recept Obligation? Will Project Defer Developer Fee? Residual Recepts spisifor all years - Lender/Owner		Yes No 67!\$/33!\$										
		- 1										
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Date: Datebulent/noeman Management For	3		the state of the s		Ε						Ε	
Oner Districtions lists Final Balance (should be zero)	j	1	· · · · · · · · · · · · · · · · · · ·		٠ ١			ı			L	•
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Replacement Reserve Withdrawas (ideally ted to CHA) Replacement Reserve Interest RR Running Balance	j	l			E	173,892		E	177,482		E	181,642
OFERATING RESERVE - RUNNING BALANCE			RR BalanceAtint		_	\$13,471		_	\$44,371		_	\$15 271
Operating Resente Starting Batance Operating Resente Deposits Operating Resente Withdrawas	1	f			F	34,370		F	34,370 2,415		F	2,453
Operating Reserve Interest OR Running Balance	]	ļ	- V-40 VO-5 2 5		E	34,370 22.5%		t	36,825		E	33,257
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NCOINE esidental - Tenant Rents esidental - Tenant Assertance Fayments (Non-LOSP)	1.0%	25%	(related to Ashual inc Assumptions)	11.655	LOSP	Total 11 655	11777	LOSP	Total
easterns - LOSP Tenant Assistance Payments	n'a	751		100173745	Pitterstage Millioners	179741	190310	Anagozakan Katameraka	1503
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	,   ^2	6/3	Enter tomulation and year of every book	597,187 (533)		192,182	202,952 (522)		202
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## Exhibit C – Legal Description of Real Property

THE FOLLOWING LAND SITUATED IN THE CITY OF SAN FRANCISCO, COUNTY OF SAN FRANCISCO, STATE OF CALIFORNIA, DESCRIBED AS FOLLOWS:

Beginning at a point formed by the intersection of the Southerly line of Monterey Boulevard with the Westerly line of Detroit Street; running thence Southerly along said Westerly line of Detroit Street 25 feet; thence at a right angle Westerly 100 feet; thence at a right angle Northerly 25 feet to the Southerly line of Monterey Boulevard; and thence Easterly along said Southerly line of Monterey Boulevard 100 feet to its intersection with the Westerly line of Detroit Street and the point of beginning.

Being portion of Lots 47,48,49 and 50, in Block No., 27 Sunnyside.

Lot: 001 BLK: 3117

### Street Address:

403-405-407 Monterey Boulevard and 457 Detroit Street

## Exhibit D - LOSP Client Selection Criteria

## Exhibit F -- Lobbying/Debarment Certification Form

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.
- 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress or an employee of a member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

This lobbying certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for such failure.

3. Neither the undersigned nor its principals is listed by the General Services Administration as debarred, suspended, ineligible or voluntarily excluded from receiving the Funds on the Agreement Date. The undersigned will review the list to ensure that any contractor or subcontractor who bids for a contract in excess of \$100,000 is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities and will obtain the certification of each contractor or subcontractor whose bid is accepted that such contractor or subcontractor is not debarred, suspended, ineligible or voluntarily excluded from participating in federal programs and activities.

[NAME OF	GRANTEE]:	
BY:		
NAME:		
TITLE:		
DATE:		

# EXHIBIT G – ANNUAL MONITORING REPORT

## Mayor's Office of Housing and Community Development

City and County of San Francisco



Mark Farrell
Mayor

Kate Hartley
Director

### March 19, 2018

# Notice of Availability of 2017 Annual Monitoring Report Form (plus reminders of Serious Incident Protocol and marketing procedure)

MOHCD is pleased to announce the availability of the Annual Monitoring Report (AMR) forms for Reporting Year 2017 (RY2017). The forms are now available to be downloaded from the <u>Asset Management page</u> of the MOHCD web site. A training on how to complete the AMR will be held at MOHCD on April 12, 2018 from 9:30 a.m.-12:15 p.m. See below for more information.

<u>Deadline</u>: For projects whose business year ended December 31, 2017, the report will be due on May 31, 2018 for the period 1/1/17-12/31/17. For any projects whose 2017 business year ended or will end on different dates than those above, the report will be due 5 months from the last date of that business year.)

Submissions for RY2017 and any outstanding reports from prior reporting years will be accepted only in the RY2017 format.

### **Completion and Submission Instructions**

The Annual Monitoring Report consists of the following four parts:

I. <u>AMR\_RY2017 – project name.xlsx</u> – This is a Microsoft Excel spreadsheet that is comprised of the following worksheets:

Instructions	3C. Demographic Summary
1A. Property & Residents	4. Narrative
1B. Transitional Programs	5. Project Financing
1C. Eviction Data	6. Services Funding
2. Fiscal Activity (revised)	7. Supplementary Audit Information Required by MOHCD
3A. Occupancy & Rent Info (revised)	Completeness Tracker
3B. Demographic Information	Market and the control of the contro

Provide all applicable information that is requested in worksheets 1-7. Use the Instructions to help you complete each form and the Completeness Tracker to help you to determine when each worksheet is complete.

Use Question #1 on the Narrative worksheet to explain any data that you provide that may be unclear or better understood with additional information. In addition, certain questions in this report prompt you to supply an explanation for your answers on the Narrative worksheet. Failure to supply the required explanation will render your submission incomplete.

Submit this report as an Excel file only; do not convert it to pdf or another file type. Changing the format of AMR\_RY2017.xlsx without MOHCD's prior approval is not allowed. Do not

1 South Van Ness Avenue, Fifth Floor, San Francisco, CA 94103 Phone: (415) 701-5500 Fax: (415) 701-5501 TDD: (415) 701-5503 www.sfgov.org/moh Notice of Availability of 2017 AMR and Reminder of Deadline March 19, 2018
Page 2

overwrite any validations for any of the cells, alter any formulas or add or delete any rows or columns. If you need to revise the form in order to successfully complete the report, submit a request to <a href="mailto:moh.amr@sfgov.org">moh.amr@sfgov.org</a>.

II. Owner Compliance Certification Form and Documentation of Insurance — The certification form is a Microsoft Word document that must be completed, signed and dated by the Executive Director (or other authorized officer) of the entity that owns the project. Scan the form along with documentation of insurance and email it to MOHCD as a single document. For each project, you must provide certificates of liability insurance and property insurance that are current as of the date of submittal of the AMR.

III. <u>Audited Financial Statements</u> – Provide financial statements for the project for Reporting Year 2017. They must be prepared by a certified public accountant in accordance with generally accepted accounting principles, applicable regulations and laws and with the City's "<u>Audit Requirements for MOHCD-Funded Projects</u>" a copy of which is attached and posted on <u>MOHCD's Asset Management web page</u>. If the project is owned by a single asset entity, provide separate financial statements just for the project, otherwise provide audited statements for the parent corporation. Also include copies of any Management Letters and special notes from the auditor that pertain to the property and the financial statements.

MOHCD's audit requirements call for the preparation of a supplemental section to the financial statements that includes the following for each MOHCD-funded project:

- schedule of operating revenues,
- schedule of operating expenses.
- computation of cash flow/surplus cash
- summary of project reserve activity

The supplemental section may be prepared by using worksheet #7 of the AMR or a form generated by the accounting system of the project owner or the auditor.

IV. <u>Waiting List</u> – Submit a copy of the project's waiting list that is current as of the date of submittal. The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit:

- · name of head-of-household
- contact information
- · date of application,
- number of people in the household,
- stated household income and
- desired unit size.

This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

Completed AMRs must be submitted electronically, via one email message per project to moh.amr@sfgov.org, or if desired, for multiple projects, via flash drive or compact disc sent to Mike McLoone at MOHCD. If the documents that comprise the report are too large to attach to a single email, compress the files into a zip file and attach it to the email.

## AMR Training – April 12, 9:30 a.m.-12:15 p.m.

To facilitate completion of the AMR by project sponsors, MOHCD will conduct a training on from 9:30 a.m. to 12:15 p.m. on Thursday, 4/12, in our office at 1 South Van Ness Avenue, 5<sup>th</sup> Floor, Room 5080. We strongly encourage the primary staff person who is responsible for completion of the report to

Notice of Availability of 2017 AMR and Reminder of Deadline March 19, 2018 Page 3

attend and to bring a Wi-Fi enabled lap top computer. Space is limited. Please RSVP to Ricky Lam at ricky.lam@sfgov.org or 415-701-5542.

#### Serious Incident Protocol

To ensure that MOHCD is kept informed of serious incidents that occur at projects financed by this office, we have established the following protocol for reporting serious, negative events such as accidents, criminal activity or equipment failure. The report should be filed only after emergency procedures have been followed and the situation has been stabilized.

The Mayor's Office of Housing and Community Development requests that owners of projects financed by this office notify us immediately if a serious incident occurs at their properties and meets one or more of the following parameters:

- · Involves serious injury or death
- . Is a serious, violent crime that involves a major police action (e.g. shooting)
- Causes the building or a significant number of units to be off-line
- Requires a resident to move out of a unit one month or longer
- · Damage to the building is significant enough to require the use of reserves

The owner should notify the MOHCD asset manager assigned to the project and provide the following information:

- · The date of the incident
- · A description of the incident
- A description of what has been and is being done in response
- The name, phone and email of the staff that should be contacted if there are questions
- Confirmation that 1) the property insurance is current and 2) the insurance company has been contacted; a brief summary of their response, if available
- Statement of whether or not the organization plans to use the project's reserves to pay for corrective action

### Marketing of Available Units and Waiting List Openings

Before advertising the availability of units for lease in a project or the opening of the waiting list, owners and property managers must notify MOHCD of this action by completing a <u>Marketing Plan Template</u> and submitting it to the assigned staff person on MOHCD's asset management and compliance monitoring team. The template is available on the <u>Asset Management page</u> of our web site, under "Marketing Requirements for MOHCD-Financed Multifamily Rental Projects." Once the marketing plan is approved, MOHCD will post information about the available units or opening of the wait list on this <u>page of our web site</u>. General information for people seeking affordable housing in San Francisco can also be found on our web site at this location

### Asset Management and Compliance Monitoring Team

Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, 5<sup>th</sup> Floor San Francisco, CA 94103 <a href="http://sf-mohcd.org/">http://sf-mohcd.org/</a> P. 415-701-5500 F. 415-701-5501

### Annual Monitoring Report - Instructions - Reporting Year 2017 - Mayor's Office of Housing & Community Development

The instructions and definitions below are organized by the worksheets contained within this Annual Monitoring Report. Please review the instructions below and within each worksheet thoroughly as instructions may have changed.

Updated 1/25/2018

### 1A. Property & Residents

Please follow the instructions provided on the worksheet.

### 1B. Transitional Programs Only

Use this worksheet to report the activity only of a transitional housing program, including program capacity, number of people served, length of stay and destination upon exit. Please follow the instructions provided on the worksheet.

### 1C. Eviction Data

MOHCD is required to collect this data by San Francisco Adminstrative Code Sections 20.500-20.508. Please follow the instructions provided on the worksheet.

## 2. Fiscal Activity

#### Income and Expenses

The purpose of the Income and Expenses form is to track actual income and expenses over the reporting period. In addition to the instructions below, please follow instructions provided on the worksheet.

#### INSTRUCTIONS:

Column B - "Description of Income Accounts" and "Description of Expense Accounts". A complete description of the Income Accounts and Expense Accounts are provided below. Refer to the descriptions when completing the Fiscal Activity Worksheet. The Chart of Accounts uses account categories prescribed by generally accepted accounting principles and closely follows accounts prescribed by HUD, the State of California's Housing and Community Development Department, and the City's Quarterly Program Income Worksheet.

Column D - "Account Number". Each number represents an account in the Chart of Accounts, see below for more info.

Column F - "Residential". This column is for the essential recurring income and expenses related to the operation of a rental housing property, group home, project serving special needs populations or a transitional housing program.

Column H - "Non-Residential". This column is used to report income and expenses related to commercial space or other non-residential space in a project.

### Income

## Rental Income

5120 Housing Units Gross Potential Tenant Rents. This account records gross rent payable by the tenant for all residential units. Offsetting debits to this account are Account 6331, Administrative Rent Free Unit.

5121 Rental Assistance Payments. This account records rental assistance payments received or earned by the project through the LOSP, HUD Section 8 program (project-based or tenant-based assistance), HUD Section 202/811 programs, Shelter Plus Care program, HOPWA program, Rent Supplement, HOME Tenant-Based Assistance and VASH.

5140 Commercial Unit Rents. This account records gross rental income from stores, offices, rented basement space, furniture and equipment or other commercial facilities provided by the property.

### Vacancy Loss

5220 Rent Income - Residential Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of residential rental income due to vacant residential units.

5240 Rent Income - Commercial Units Vacancy Loss. ENTER AS NEGATIVE NUMBER. This account records total loss of commercial rental income due to vacant commercial units.

### Other Income

5170 Garage and Parking Spaces. This account records the gross rental income from all garage and parking spaces.

5190 Miscellaneous Rent Income. This account records gross rental income expectancy not otherwise described above.

5300 Supportive Services Income. Accounts in this series are used primarily by group home projects or other projects restricted to a special needs population (e.g., group home for mentally disabled or senior apartments). These accounts record revenues received or payable (other than rents) for services provided to tenants (e.g., meal services, housekeeping, etc.). Supportive service-related expenses are charged to accounts in the 6900 series. Enter the total of all revenues received or payable, and identify the source(s) of the income in cell D39.

5400 Interest Income - Project Operations. This account records interest income received or accrued on the Project Operating Account/s; DO NOT RECORD interest earned on the Replacement Reserve or Operating Reserve here.

5910 Laundry and Vending. This account records project revenues received from laundry and vending machines owned or leased by the project.

5920 Tenant Charges. This account records charges collected from tenants for damages to apartment units and for fees paid by tenants for cleaning of an apartment unit (other than regular housekeeping services), any security deposits forfeited by tenants moving out of the project and charges assessed to tenants for rent checks returned for insufficient funds and for late payment of rents.

5990 Other Revenue. This account records project revenue not otherwise described in the above revenue accounts.

### Expenses

### Management

6320 Management Fee. This account records the cost of management agent services contracted by the project. This account does not include charges for bookkeeping or accounting services paid directly by the project to either the management agent or another third party.

#### Salaries/Benefits

6310 Office Salaries. This account records salaries paid to office employees whether the employees work on site or not. Front-line responsibilities include for example, taking applications, verifying income and processing maintenance requests. The account does not include salaries paid to occupancy, maintenance and regional supervisors who carry out the agent's responsibility for overseeing or supervising project operations and personnel. These salaries are paid from the management fee. This account also does not include the project's share of payroll taxes (Account 6711) or other employee benefits paid by the project.

6330 Manager's Salary. This account records the salary paid to property managers. It does not include the project's share of payroll taxes or other employee benefits or compensation provided to residents managers in lieu of residents managers' salary payments.

6723 Employee Benefits: Health Insurance & Disability Insurance. This account records the cost of employee benefits paid and charged to the project for health insurance and disability insurance.

XXXX Employee Benefits: Retirement & Other Salary/Benefit Expenses. This account records the cost of employee benefits paid and charged to the project for retirement and any other employee salary/benefits.

6331 Administrative Rent Free Unit. This account records the contract rent of any rent free unit provided to a resident manager which would otherwise be considered revenue producing.

#### Administration

6210 Advertising and Marketing. This account records the cost of advertising the rental property.

6311 Office Expenses. This account records office expense items such as supplies, postage, stationery, telephone and copying.

6312 Office Rent. This account records the rental value of an apartment, otherwise considered potentially rent-producing, but used as the project office or as a model apartment. The account is normally debited by journal entry.

6340 Legal Expense - Property. This account records legal fees or services incurred on behalf of the project (as distinguished from the borrower/grantee entity). For example, agents charge legal fees for eviction procedures to this account.

6350 Audit Expense. This account records the auditing expenses incurred by the project that are directly related to requirements for audited financial statements and reports. This account does not include the auditor's charge for preparing the borrower/grantee's Federal, State and local tax returns. This account does not include the cost of routine maintenance or review of the project's books and records.

6351 Bookkeeping Fees/Accounting Services. This account records the cost of bookkeeping fees or automated accounting services not included in the management fee but paid to either the agent or a third party.

6370 Bad Debts. This account records by journal entry the amount of tenant accounts receivable that the agent estimates uncollectible at the end of the accounting period.

6390 Miscellaneous Administrative Expenses. This account records administrative expenses not otherwise classified in the 6300 Series. If the project had miscellaneous administrative expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

### Utilities

6450 Electricity

6451 Water

6452 Gas

6453 Sewer

Taxes and Licenses

- 6710 Real Estate Taxes. This account records payments made for real estate taxes of the project.
- 6711 Payroll Taxes (Project's Share). This account records the project's share of FICA and State and Federal Unemployment taxes.
- 6790 Miscellaneous Taxes, Licenses and Permits. This account records any taxes, licenses, permit fees or costs of insurance assessed to the property and not otherwise categorized in the 6700 Series.

#### Insurance

- 6720 Property and Liability Insurance. This account records the cost of project property and commercial general/auto liability insurance.
- 6721 Fidelity Bond Insurance, This account records the cost of insuring project employees who handle cash.
- 6722 Workers' Compensation. This account records the cost of workers' compensation insurance for project employees.
- 6724 <u>Directors and Officers Liabilities Insurance.</u> This account records the cost of insurance to cover financial protection for the directors and officers of the ownership entity in the event they are sued in conjunction with the performance of their duties as they relate to the property.

#### Maintenance and Repairs

- 6510 Payroll. This account records the salaries of project employees whose perform services including but not limited to janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating. This account does not include the property's share of payroll taxes (FICA and Unemployment) or other employee benefits paid by the property.
- 6515 Supplies. This account records all cost of supplies charged to the property for janitorial cleaning, exterminating, grounds, repairs and decorating.
- 6520 Contracts. This account records the cost of contracts the owner or agent executes with third parties on behalf of the property for janitorial/cleaning, exterminating, grounds, repairs, elevator maintenance and decorating.
- 6525 Garbage and Trash Removal. This account records the cost of removing garbage and rubbish from the project. The account does not include salaries paid to janitors who collect the trash.
- 6530 Security Payroll/Contract. This account records the project's payroll costs attributable to the protection of the project or the costs of a protection contract that the owner or agent executes on behalf of the project.
- <u>6546 HVAC Repairs and Maintenance.</u> This account records the cost of repairing and maintaining heating or air conditioning equipment owned by the project. Agents should capitalize repairs of significant amounts which extend the useful life of the equipment.
- 6570 Vehicle and Maintenance Equipment Operation and Repairs. This account records the cost of operating and repairing project motor vehicles and maintenance equipment. Motor vehicle insurance is not included in this account but is charged to account 6720.
- 6590 Miscellaneous Operating and Maintenance Expenses. This account records the cost of maintenance and repairs not otherwise classified in the 6400 and 6500 account Series. If the project had miscellaneous operating and maintenance expenses greater than \$10,000, a detailed itemization of these expenses must be provided in the Narrative worksheet.

#### Supportive Services

6900 Supportive Service Expenses. Accounts in this series are used primarily by group home projects and other projects restricted to a special needs population. The accounts record expenses directly related to special services provided to the tenants (e.g., food, housekeeping, case managers, social activity coordinator, etc.).

#### Reserve Account Activity

- 1320 Replacement Reserve Required Annual Deposits. This account records the required amount of deposits made to a segregated Replacement Reserve bank account from the project's Operating Account during the reporting period. See below for more guidance about data entry required for replacement reserve eligible expenditures.
- 1365 Operating Reserve Deposits. This account records amount of deposits made to a segregated Operating Reserve bank account from the project's Operating Account during the report period.
- XXXX Operating Reserve Account Withdrawals. Enter the total amount of withdrawals made from the Operating Reserve, which will be deposited into the project's Operating Account during the reporting period.
- 1330 Other Reserve Accounts Deposits. This account records amount of deposits made to segregated reserve bank accounts not identified above during the report period. Deposits are assumed to have been funded by the project's operating account and will decrease the surplus cash amount in row 136. You should provide the name of the account in cell D132.
- XXXX Other Reserve Accounts Withdrawals. This line is used to record the amount of withdrawals made from other segregated reserve bank accounts during the reporting period. Withdrawals entered are assumed to have been deposited into the project's operating account and will increase the surplus cash amount in row 136. You should provide the name of the account in cell D133.

## 3A. Occupancy & Rent Info

Accurate and complete household and tenancy data must be submitted on the Occupancy & Rent Info worksheet as evidence that the project complies with the income eligibility and rent affordability restrictions of MOHCD's funding agreements. Enter the data described below into the chart in Section 3a - Occupancy & Rent Info for the tenant population that occupied the project as of the end of the reporting period. For vacant units and manager's units, you must supply data in columns D, E, P, R and T. All other columns should be left blank.

#### COLUMN DESCRIPTION

- C. Row Number. Do not enter data in this column.
- D. Unit No. Enter the unit number (or bed number for transitional or group housing) for each unit/bed in the property.
- E. Unit Type. Use the drop down menu to select the unit type (also shown below):

Bed = (measurement for Group homes or transitional housing)

"SRO" = Single Room Occupancy unit

"Studio" = Studio unit

"1BR" = 1 Bedroom unit

"2BR" = 2 Bedroom unit

"3BR" = 3 Bedroom unit

"4BR" = 4 Bedroom unit

"5+BR" = 5 or more Bedroom unit

- Date of Initial Occupancy. Enter the date when the tenant occupied their first unit in the project. For tenants who have transferred to another unit in the project, this date will be different than the date when they moved into their current unit.
- G. Household Annual Income at Initial Occupancy. Enter the tenant's annual household income from the initial income certification that was done before they moved into their *first unit in the project*. For tenants who have transferred to another unit in the project, this amount will be different than the amount from the rertification that was done when they moved into their current unit.
- Household Size at Initial Occupancy. Enter the number of people that was in the tenant's household when they occupied their first unit in the project. For tenants who have transferred to another unit in the project, this number may be different than it was when they moved into their current unit.
- L. Date of Most Recent Income Recertification. Enter date of most recent income recertification. Leave blank for vacant units.
- Household Annual Income as of Most Recent Recertification within reporting period. Enter annual income of the household from the most recent recertification. OK to leave blank ONLY if ALL funders do not require annual income recertifications.
- K. Household Size as of Most Recent Recertification within reporting period. Enter the number of occupants in the unit from the most recent recertification within the reporting period.
- L. Minimum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- M. Maximum Occupancy for Unit Type. The data here is automatically entered from items 25-31 on Worksheet #1A.
- N. Overhoused or Overcrowded? The data here is automatically generated based on entries in column K and on items 26-32 on Worksheet #1A.
- Overhoused or Overcrowded Narrative A household is "Overhoused" if there are fewer people residing in the unit than the minumum occupancy. "Overcrowded" means that there are more people residing in the unit than the maximum occupancy. If the data in column N indicates that the household is overhoused or overcrowded, please describe any extenuating circumstances that justify the overhoused/overcrowded status and summarize efforts that you have made to transfer the tenant to a unit that is appropriate for the size of the household, if applicable.
- Rental Assistance. From the drop-down menu, select one code only to indicate the type of assistance, if any, being
  P. provided to the tenant (low-income units only). Select "None" if no rental assistance comes with the unit or none is provided to the tenant.
  - "Section 8 Project Based" = The unit comes with Section 8 subsidy that will remain with the unit after the tenant moves out.
  - "Section 8 Tenant Voucher" = Tenant is receiving assistance through the Section 8 Certificate or Voucher programs.
  - "PRAC 202" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 202 program.

- "PRAC 811" = The unit receives a subsidy through a Project Rental Assistance Contract from HUD's 811 program.
- "S+C" = Tenant is receiving tenant-based assistance, or the unit has project-based assistance, from the Shelter Plus Care program.
- "HOPWA" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Housing Opportunities for People With AIDS program.
- "VASH" = Tenant is receiving tenant-based assistance, or the unit comes with project-based rental assistance, from the Veterans Administration Supportive Housing program.
- "LOSP" = The unit receives a subsidy through the City's Local Operating Subsidy Program.
- "DAH (DPH)" = The unit receives a subsidy through the City's Direct Access to Housing Program of DPH.
- "HSA Master Lease" = The unit receives a subsidy through the City's Master Lease Program of the Human Services Agency.
- "HOME TBA" = Tenant receives assistance from a HOME-funded rental assistance program.
- "Rent Supplement" = Tenant receives a supplemental rent payment from an outside agency.
- "Other" = Tenant is receiving, or unit comes with, rental assistance through another Federal, State or local program.
- Q. Amount of Rental Assistance. Enter the dollar amount of rental assistance that is paid on behalf of the household/tenant.
- R. Amount of Maximum Gross Rent Allowed for Unit. Enter the maximum rent for the unit that is allowed by the most restrictive funder of the project.
- S. Amount of Tenant Paid Rent for Unit. Enter only the amount of rent that the tenant pays. Do not include any rental assistance paid on behalf of the tenant by another party.
- T. Utility Allowance. If the tenant pays for utilities, enter the Utility Allowance allowed for the unit. Enter zero (0) if the Utilities are paid by the project.
- U. Household Rent Burden. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE. If the rent burden is 100% or greater, it is likely that the amount of tenant paid rent and/or the amount of HH income is incorrect, please review the data for accuracy. Typically, rent burdens should be 60% or less. If a unit has a rent subsidy, the typical requirement is for tenants to pay 30% of income toward rent.
- V. Date of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter date of most recent rent increase for unit.
- W. Amount of Most Recent Rent Increase within the Reporting Period. ONLY FOR UNITS THAT DO NOT HAVE RENTAL ASSISTANCE OR SUBSIDY. Enter amount of most recent rent increase for unit.
- X. Percentage of Most Recent Rent Increase. THIS IS A SELF-CALCULATING CELL ENTER NO DATA HERE.

#### 3B. Demographic

The two ethnic categories are defined below.

- Hispanic or Latino. A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race. The term "Spanish origin" can be used in addition to "Hispanic" or "Latino."
- Not Hispanic or Latino. A person not of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

The 10 racial categories are defined below.

- American Indian or Alaska Native. A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
- Asian. A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian subcontinent including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam
- · Black or African American. A person having origins in any of the black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander. A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- · White. A person having origins in any of the original peoples of Europe, the Middle East or North Africa.
- American Indian or Alaska Native and Black or African American. A person having these multiple race heritages as defined above.
- · American Indian or Alaska Native and White. A person having these multiple race heritages as defined above.
- · Asian and White. A person having these multiple race heritages as defined above.
- · Black or African American and White. A person having these multiple race heritages as defined above.
- Other/Multi-Racial. For reporting individual responses for a person that is not included in any of the categories listed above.

Gender, Sex at Birth, and Sexual Orientation/Sexual Identity: on June 30, 2017, MOHCD published and distributed a Notice regarding new requirements to collect this demographic data. Click this cell to review the Notice if you have any questions about this.

Gender. Provide info for the Head of Household. The 8 possible answers for Gender are:

- Female Male
- Genderqueer/Gender Non-binary
   Trans Female
   Trans Male

- Not listed
- Declined/Not Stated
- Question Not Asked

Sex At Birth. Provide info for the Head of Household. The 5 possible answers for Sex at Birth are:

- Female
   Male
   Decline to Answer
   Not Stated
- Question Not Asked

Sexual Orientation / Sexual Identity. Provide info for the Head of Household. The 7 possible answers for Sexual Orientation / Sexual Identity are:

- Bisexual
- · Gay /Lesbian/Same-Gender Loving
- · Questioning /Unsure
- Straight/Heterosexual
- · Not listed
- · Decline to Answer
- · Not Stated

Elderly Household. For each residential unit, enter "Yes" if the head of household is a person that is at least 62 years of age. Enter "No" if the head of the household is younger than 62.

Number of Children Under Age 18 in Household. Enter the number of occupants in the unit that were under age 18 as of the end date of the reporting period.

Disability (Physical/Visual/Hearing/None). If the unit is occupied by a tenant with any of the listed disabilities, select the disability from the drop-down menu. Select "None" if the unit is not occupied by a physically, visually, or hearing disabled tenant.

## 3C. Summary of Reported Household Demographics

No data entry required. Output based on information reported from Worksheets 3A and 3B.

#### 4. Narrative

Please follow the instructions provided on the worksheet.

#### 5. Project Financing

Supply the info requested about all current financing of the project. Lenders should be listed in lien order, i.e., with the most-senior lender in the first lien position, the most-junior lender in last lien position.

#### 6. Services Funding

For each service that is provided based on your answers to questions 51-61 on Worksheet 1A, you must supply additional info about each service provider on Worksheet 6. Services Funding.

## 7. Supplementary Audit Information - Required by MOHCD

Use this template to satisfy the audit requirement for MOHCD-funded projects. Project Owners/auditors may enter data directly into this worksheet and then print it to create the required Supplemental Schedules in the Audited Financial Statement. Alternatively, the audit requirement may be satisified by using a form generated by the Sponsor's accounting system, as long as the form includes all the elements contained within MOHCD's template.

#### Completeness Tracker

Use this worksheet to track your work and to verify that you have completed all required data entry.

#### Links to Relevant Policies

Double click on the following web links to access the policy documents posted at SFGOV for your reference. The web address of the pages on the web are included for manual navigation as well.

#### MOHCD Forms Page at SFMOHCD ORG

http://sfmohcd.org/documents-reports-and-forms

Program Income Overview

http://sfmohcd.org/sites/default/files/FileCenter/Documents/5141-MOH\_ProgIncomeOverview.pdf

MOHCD Residual Receipt Policy

http://sfmohcd.org/sites/default/files/Documents/CURRENTResidualRecPolicy%202016.pdf

MOHCD Insurance Requirements Policy

 $\label{local-bound} \mbox{http://sfmohcd.org/sites/default/files/FileCenter/Documents/5140-INSURANCE%20EXHIBIT%20K_2014-05-21.pdf\\ \mbox{\underline{MOHCD Operating Fees Policy}}$ 

http://sfmohcd.org/sites/default/files/Documents/CURRENT%20OperatingFeesPolicy%202016.pdf in the property of the property of

		Report - Property & Residents - Reporting Year 2017 - Office of Housing & Community Development
#	IDENTIFYING INFO	Since Statedaring & Community Deteropment
1		Reporting Period Start Date (m/d/yyyy)
2		Reporting Period End Date (m/d/yyyy)
3		Property Name (select from drop down)
4		Property Full Street Address (e.g. "123 Main Street")
	CONTACT INFO	
5		Sponsor Executive Director Name
6		Sponsor Executive Director Phone Number
7		Sponsor Executive Director E-mail
8		Property Management Company
9		Property Manager Name
10		Property Manager Phone Number
11		Property Manager E-mail
12		Property Supervisor Name
13		Property Supervisor Phone Number
14		Property Supervisor E-mail
15		Property Owner Name
16		Property Owner Contact Person
17		Property Owner Contact Phone Number
18		Property Owner Contact E-mail
19		Property Asset Manager Name
20		Property Asset Manager Phone Number
21		Property Asset Manager E-mail
22		AMR Preparer's Name
23		AMR Preparer's Phone Number
24		AMR Preparer's E-mail

1.5	PROPERTY/MARKETING INFO					
25		posterior del Rigina	Treatment F or "no" from skip questi	Program, Shelter of the drop-down mons 26 through	or Transitional enu to the left 39 below, and	nal Housing, Residential Group Home? (select "yes" .) If you answer "yes", I continue with question "1B.TransitionalProg."
	What is the Unit Mix for the Property? Pleas	e ir	clude any man	ager's units in this ta	ally.	
	Unit Types		Number Of Units	Occupancy Standard: Minimum HH Size for this Unit Type*	Occupancy Standard: Maximum HH Size for this Unit Type*	*Occupancy Standards should be described in project's Approved Tenant Selection and Marketing Plan. If not defined there, supply the standards used organization-wide.
26	Single Room Occupancy (SRO) Units			1		
27	Studio Units			1		
28	One-Bedroom (1BR) Units			1		
29	Two-Bedroom (2BR) Units					
30	Three-Bedroom (3BR) Units					
31	Four-Bedroom (4BR) Units	_				
32	Five- or More (5+BR) Bedroom Units			The state of the s		
33	TOTAL # Units-	>	0	<u> </u>		
34			during the re report here i	How many vacal eporting period? (is not less than the on worksheet 3.)	Be sure that th e number of va	e number you
35			reporting yes calculated fr You must co transitional h	How many eviction ar? (This data in from the data that is complete workshed nousing, a resider transitional group	this field is aut is entered on v et 1C, unless t ntial treatment	omatically vorksheet 1C. he project is
36			vacant unit r household n this period e	t Rent-Up Time - tent-up time. This noves out to wher exceeds 30 days, titive worksheet. (in	is the period for the unit is rer	rom the time a nted again. If ver Question # 4
37	·		Waiting Liswaiting list?		olicants are cui	rently on the
38		- •	When was t	he waiting list last	updated? (m/	уууу)
39	l l	 \$2 #	the project d marketing du Question #5	Marketing - Did y luring the reporting uring the reporting on the Narrative o Narrative works	g period? If yo g period, you n worksheet. (C	ou conducted nust answer

40		What is the date of the last Capital Needs Assessment? (m/d/yyyy)
41	-	What is the projected date of the next Capital Needs Assessment? (m/d/yyyy)
42	2	How many Health, Building or Housing Code Violations were issued against the property in the reporting year? (If there were no violations enter "0"). If the property was cited for code violations in the reporting year or has open,
	#	unresolved violations from prior years as indicated below, you must answer Question #2 on the Narrative worksheet.  (Click on #2 at left to jump to Narrative worksheet.)
43		How many Health, Building or Housing Code Violations were open from <i>prior</i> years?
44		How many Health, Building or Housing Code Violations were cleared in the reporting year?
45	#3	Are there urgent Major Property Repairs needed on the property in the next two years? (Yes/No) If there are needed major repairs you must answer Question #3 on the Narrative worksheet. (Click on #3 at left to jump to Narrative worksheet.)
46		If the property has Immediate Capital Needs and lacks adequate funds in the Replacement Reserve (or elsewhere) to cover the costs, please supply the amount of funds needed to make up the difference, and supply additional explanation in question #3 of the Narrative report. (Click on # 3 at left to jump to Narrative worksheet.)
47		As of the last day of the reporting period, how many units were fully Accessible to Physically Impaired Tenants?
48		As of the last day of the reporting period, how many units were Adaptable for Physically Impaired Tenants?
49		As of the last day of the reporting period, how many units were fully Accessible to Visually Impaired Tenants?
50		As of the last day of the reporting period, how many units were fully Accessible to Hearing Impaired Tenants?

	available to the residents free of charge,	QUIRED FOR questions 51-61. Indicate below any services that were on site or at another designated location within 1/4 mile of the project. You bout each of the marked services below on Worksheet "6.Services"
51		র্ষ্ট্র After School Program/s (y/n)
52	o <u>r</u>	Licensed Day Care Service (participant fees are allowable for day care ONLY) (y/n)
53	G T 02	ళ్లో Youth Program/s (y/n)
54	o So To	Educational Classes (e.g. basic skills, computer training, ESL) (y/n)
55	GD TO	ଞ୍ଚି Health and Wellness Services/Programs (y/n)
56	90 10	్డ్ Employment Services (y/n)
57		క్ష్ Case Management, Information and Referrals (y/n)
58	0.00	පි Benefits Assistance and Advocacy; Money Management; Financial Literacy and Counseling (y/n)
59	05 07	Support Groups, Social Events, Organized Tenant Activities (y/n)
60	Go To	ğ Other Service #1 - Please specifiy in column G.
61	01 00	ហ្គឺ Other Service #2 - Please specifiy in column G.

### POPULATION SERVED

Target / Actual Populations: As of the last day of the reporting period, what are the Actual and Target Populations (expressed as Number of Households) for the Project?

Under Target Population, enter the number of units at the project that, as a requirement of a specific funding source (e.g. 202, HOPWA, McKinney), are targeted to and set aside for the target populations shown in the table. Under Actual Population, enter the number of households at the project that, as of the end of the reporting period, contained at least one person who is a member of the populations shown in the table.

		Target Pop	ulation 🖡 👢	Actual Popul	ation
62	1	0	Families	0	Families
63		0	Persons with HIV/AIDS	0°.	Persons with HIV/AIDS
64		0	Housing for Homeless	0	Housing for Homeless
65		0	Mentally or Physically Disabled	0	Mentally or Physically Disabled
66		0	Senior Housing	0	Senior Housing
67		0	Substance Abuse	0	Substance Abuse
68		0	Domestic Violence Survivor	0	Domestic Violence Survivor
69		0	Veterans	0	Veterans
70		0	Formerly Incarcerated	0	Formerly Incarcerated
71		0	Transition- Aged Youth ("TAY")	0	Transition- Aged Youth ("TAY")

Remember, SAVE YOUR WORK!

	Annual Mo	nlloring R	eport - Tran	sitional Pro	grams -	porling Year 2017 -	Mayor's Office of Housing & Community Development
Project	Address:						
							n must be filled with a number of "0" or greater in order for the
	heel to be	complete.)					
	A. Num Singles Not	B. Num Families	C1. Num Adults in	C2. Num Children in	D. Num of Beds		
	in Families		Families	Families			
		-			<u> </u>		
1					[		
2		<u>[</u>			T- (-1 1/-	halds (Single and Ess	nilies) That Can Be Served
			nerating Ye				h a number of "0" or greater in order for the worksheet to be
omp							a rannes of a greater manes to the translater to be
	A. Num Singles Not	B. Num Families	C1, Num Adults in	C2. Num Children in			
	in Families		Families	Families			
3			-			irst day of operating yea	
5		0				g the program during the holds (Singles and Fan	
6		,			$\overline{}$	the program during the	
7	0	. 0	0	0		rogram on the last day of	
8		<u> </u>	Canacity	Hilirotiaa Bat			ne last day of the operating year
9	10 13 10 10 1		and the specific te	As forth tracking a con-	بعارضه بمنار	old as of last Day of O	peraling rear)
the (	apacity Util	ization Rate	is <u>LESS</u> than	75% you mus	t respon	the following:	
			VAL AND	· ·			
11 enath	of Stay:	For the 0 ho	ouseholds that	LEFT the prop	am during	operating year, how ma	y utilization rate to at least 75%, with specific timeline.  ny were in the project for the following lengths of time? (Total in cell H28)
40					DIAINS IN	section Must be tisled Wi	ih a number of "0" or greater in order for the worksheet to be complete.)
12		Less than 1 1 to 2 month			ſ		
14		3 - 6 months				•	
15		7 months -1	2 months				
16		13 months -					
17	0	25 months -	3 years H's that left ti	ie program			
	stion:	For the 0 ho	useholds repo	rted to have LE			rear, how many left for the following destinations? (Total in cell H53 h a number of 'O' or greater in order for the worksheet to be complete.)
19				ent (no subsidy)			
20 21		Public Hous Section 6 V				E	
22			oucher Rental - house	or apartment		PERMANEN	
23		Homeowner	ship			THE REPORT OF THE PERSON NAMED IN COLUMN 1	
24			th family or fri				4
25	0	Permanen	t Housing Su	biolal	<u> </u>		
26		Transitional	Housing for h	omeless person	ıs	зтомаг	
27	O.		th family of fri	ends TEMPOR	ARILY	TRANSI	
				- Cotol		<del> </del>	╡ .
29		Psychiatric I		luin tract	maille:		:-
30		Jail/Prison	onal or other c	drug treatment t	асицу	ß	
31		Medical Fac	ilify			INSTITUTIONAL	
33	0		al Subtotal		atrug (Table		-{
34							<del>-</del>
35		Emergency Places not n		an habitation (e	.g. street	K	
36		Unknovm				OTHER	
37		Other					
38	0	Other Subt	otal	transk popiali		and the state of t	4

	Annu	al Monitoring Report - Eviction Data - Reporting Year 2017 - Mayor's Office of Housing & Community Development
Project	Address:	
This secti	on of the AMR m	st be completed for all projects, except for transitional housing or residential treatment services.
		o lived in the project during the reporting period:
1		Number of households who lived in the project AT ANY TIME during the reporting period. Be sure to include all households that moved in during the reporting period.
		olds in the project who received Notices of Eviction during the reporting period for each of the following reasons: son applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
2	man one rea	Breach of Lease Agreement
3		Capital Improvement
4		Condo Conversion
- 5		Demolition
7		Denial of Access to Unit Development Agreement
8	11.00	Ellis Act Withdrawal
9		Failure to Sign Lease Renewal
10		Good Samaritan Tenancy Ends
11 12	<u> </u>	Habifual Late Payment of Rent
13		inegal use of Unit
14		Non-payment of Rent
15	dia	Nuisance
16	75. 77.1	Ölher
17		Owner Move In
19		Substantial Rehabilitation
20		Unapproved Subtenant
21	0	Total number of households who received Notices of Eviction
Numbe	er of unlawfu	detainer actions filed in court by the owner against tenants in the project during the reporting period for each of the following reasons:  son applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
22		Breach of Lease Agreement
23	S	Capital Improvement
24	etala et esta	Condo Conversion
25		Demolition
26 27	100	Denial of Access to Unit Development Agreement
28		Ellis Act Withdrawal
29		Failure to Sign Lease Renewal
30		Good Samaritan Tenancy Ends
31 32		Habitual Late Payment of Rent Superior
33		Legal Remediation
34	121 5 22 23	Non-payment of Rent
35		Nuisance
36		Other Owner Move In
37 38		Owner move in Roommale Living in Same Unit
39		Substantial Rehabilitation
40	Terrer .	Unapproved Subtenant
41	. 0	Total number of unlawful detainer actions filed
Maraka	u a Charlesto	olds evicted from the project during the reporting period for the each of the following reasons:
		nds evicted from the project during the reporting period for the each of the following reasons: son applies to a household, report only the primary reason.) You MUST answer every question (i.e., enter zero if applicable).
42	and one rec	Breach of Lease Agreement
43	-	Capital Improvement
44	The state of the s	Condo Conversion
45	<u> </u>	Demolition 300
46		Denial of Access to Unit. Development Agreement
48		Ellis Act Withdrawal
49	tali sati sa	Failure to Sign Lease Renewal
50		Good Samaritan Tenancy Ends
51		Habitual Late Payment of Rent
52 53		Illegal Use of Unit
54		Lead reniedigation
55		Nuisance
56		Other Control of the
57	g egan har fig	Owner Move In
58 59	- 174 -	Roommate Living in Same Unit Substantial Rehabilitation
59		Substantial Renabulation Unapproved Subtenant
	description of the second	<del>                                      </del>

F		<u> </u>	F	н —		L	1 11	J	R
15	Annual Monkoring Report - Fiscal Activity - Reporting Year 201	7 - Mayor's Office	of Housing & Co	ommunity Develop	ment	constituente de la constitue d	Sales Sa	[73 ]Get 1799P Decrease for \$60 sepending posted	· NUM Es answell Grown on MONCO COLO
	MCOME & EXPENSES						REPORTING	distancement form, win he pre-tribut by tho (CD 57:00	is cell P17.
17	12 Marth Repair Period Kunter of Units—		14164	End Deta:	14110	# LOSP Units	# non-LOSP Units	Its If the project receives other sources of Ren encount is only 1970, and the necessite in celt 1974	tal Assistance Peyments, called to talk
19	Description of Income Actours;	Account	Residental	Han-Residential		LOSP	non-LOSP	Sental Assaturce Prita - DTHER - Amount	
21	Tricilitatio a miconii vectoriti	Humber	Aniers	, paperin incentor	Total	614	es:	Rental Assertance Perts - DTHER - Science's	
22	Renbiticeme							Ic. Meta project has been preventherized to one Remod Acadetence Poymout, ander the LOSP per	um Pattar water & LOSP cyfer far pilocate Per
	Housing Units - Gross Potential Tonant Roots Roots! Assistance Payments (directly ALL sources in non-billioned applicable, including LOEP	5122					10.00	Pre-authorized anamieus LOSP spir for OTH	Author Survivers Colonial Colonial Survivers Coloni
24	(-odes)	5121	and the last			1000	1000		State of the Control of the Control
25	Scores Unit Resis	5149						CL#	vn406P 00%
27	sub-total Gross Rental Income		50.00	\$9,00	\$0,00	\$0.00	\$0.00	000	
2.5	Vacascy Loss - enter amounts on projutive exertions			AVR HOLE	SOCIETY FAR	niction described		Colores L. R. P.A. Romand Mar LOSP	b. Cells, in Column C was highly proces
		5330		Auditorial Reportantes Uz: Mare a partir			1000	Remised Englects (I the project does must receive LUSP feasing, Ignore these Calarans, otherwise please follow these data entry	highighting: can be overlided but only if LOSP-operities represent are bring tracked at entry level in the project's accounting system & Color with park highlighting indicate where
Г	Mousing Units  Commercial	5220 5740		Control of the second	0 00%		, , , , , , , , , , , , , , , , , , ,	List LONE is varie for the separtise parties is	
31	geb-total Yacancker	3140	\$0.00	\$0.00	\$0.00	\$0.00	\$0,00	pre-initial by PROHICO In PT7 16-c: Entry Other Rental Assistance Amount & Source in R29 & R21, Use P26 if the project	MOHOD within parapers of error the pre- summers of adjustments of persons of the first the approved MOHOD LOSP Bridges to Column 8
33	NET RESTAL INCOME		\$0.00	\$0.00	\$0.00	10.00	\$0.00		approved MONCO LOSP Bedge 1 is Colored
	Othas Income		yarang pak 1915 (kanya	2010/09/04/06/04		50.00	3000	Silocated to LOSP, then F24 thould be a LD4. If there is now Rental Subsets after street to non-	
-	Garage and Parking Spaces Viscolaneous Rent Income	5170 5150				10 00	1000	LOSE, then lote a termula for F71 the amount of next DSP subgray 4 L31.  1. Kers at the case in presume 1, 11 P & R auto-	
34	Supportive Services (occine - On tot errar supportive services income if it is tractald in a separate budget and ord appropriate per MOMCD train terms to be included in Residual Records devication.	5150				1000	1000	calculate.	
23 40	Supportive Services income Sourcess intently program sourcess if applicable ->		#PONTO CONTRACTO	10000 Bahka kenasan		900	1000	LOSP spt	and the same of th
47	laterest leasens - Fraint Operator's (From Operatory Account Only)  Laundy, and Vending	5910				50.00	1000	LOP IS	-on-(05P
	Tenant Charges	5920 5690				\$0.00 \$0.00		17. mar je astoji jan Aliin	eseks (1940), i. i. Nadrus,
43	Color Revenue aut-total Other Income Received:		\$0.00	\$0.00	\$0,00	\$0.00			
			\$0,00	\$0.00	\$0.00	\$0.00	\$0.00		
47	TOTAL INCOME RECEIVED	All MARKET DE L'EXPERTE	30,00	10.00	30.00	. 10.00	1 30.00	1	
49 50	Description of Expense Accounts	Account Humber	Recidentia)	Hon-flesidential	Tebi	Resident LOSF	la) Breakdown pon-LOSP		<u> </u>
51	Management	6320			120642300	20 CO	9% 50.00	Thomas or State of the Control of th	many LOSP spit SOON
53	'Above the Line" Asset Management Fee (amount allowable may be finited, see Asset Mg. Fee Policy)				100	Jn co	\$0.00		est,
55	Sub-local Management Expenses SalarkenBeneAlts		10.50	10,53	\$0.50 Paramana 2000	\$0.00			
	CTc+ Salares Vanager's Salary	6310 6320			4.01	10 00 10 00	\$0.00 \$0.00	- 56 duna	soem. oem.
	Employee Benefits: Neath Insurance & Osabity insurance	5723				50 N	1000		007.
	Employee Berufts Retrement's Otter Salary Benefit Experace					\$000	10.00		807; a⇔,
61	45 m. 1737 ve Rent Fine Unt Eub-Lotal Salary (Blackle Expense: Administration	6331	19.50	\$9.49	10,40	\$0.00	10.00 50.00		
១	Adventing and Marketing	6210				\$9.00	0		
55	Ofice Expenses Ofice Resi	6313				1000	1000	LOSP se's	nan-LOSP
65 67	Legal Expense - Property Audit Expense	63±3 62±0			reguesijusieniu. Teastyspäälist	\$0.00 \$0.00		a system and a respect of	Carte Control of the
63	BookinggryActourtry Senixes Bud Debis	6351 6370				\$0.00 \$1.00	1000	State Sugar are	
70 71	Vargolament, Administrative of executes femost exist & explain I at 1147  sub-total Administrative Expense:	6250	19.00	19.50	19.00	10 CO 50.00	10 00		
	Uslašies Electrosty	£450			COLVES MAN	\$0.00	,	5,44 (	a garaging
7¢	tizar	6451 6452			ningwaysida almostatiaev	\$0.00 \$0.00	\$0.00		
	GAS Sezari Sub-lotal Utilities Espeare;	6453 6453	\$0,60	20.02	10.44	10.00	10 00	Sample of Street St	
78	Tases and Chepper		14,40	30,00	Jaken garani			Pre-sufforcerd and	
	Real Estato Taxes Payrol taxes	6710 6711			Large Contract	10 00 10 00	10 00		non-LOSP 8007.
62	Viscolanetus Tares Litersos and Permits sub-total Taxes and Licente Expense;	6719	19.20	20.00	\$0.00	\$0.00	30 00 \$0,00		
23	Insurance Property and Liabidy Insurance	6720			H-25/4 (68) / (040)	\$9.00		Pera/logeria	
65	Fidelity Bood insurance Worker's Comparisation	6721 6722				10 00 10 00	10 00 10 00		nankOSP BOTI
	Dracters & Officers Leabilities insurance  yub-local insurance Expenses	6724	55.61	\$0,60	10,00	10 CO \$0.00	to co		
52	Maintenance and Repairs					nazirosa (espec		Dant attended a territoria	ranger agger Morroll, factor of the file file.
60	SUPPRIENT HOTE RE. TEGATHERT OF CANTAL AND HON-CANTAL MANTENANCE REPAIR ELF Uto a hors the section of your is include there any was a hors. In quarter section is sected the annual last	me (E) (voncuptil) in		2 <i>0</i> )		LOSP	720J-nen	LOSF spt	
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53	Contracts	6570			20000000	\$n co	10 00	Home was a contract to the contract of the con	9074
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98	HVAC Repairs and Mantenance	E545				\$0.00	10 60		
59	Vehicle and Maintenance Equipment Operation and Repuirs Compositions of common and Mission and Engage of Joseph Spot at equivalent costs (c)	5570 8593			Section 1	10.00	10 60		
90	sub-dotal Maintenance Repair Espensor Supporting Services: do not enter supporting services espendes d'united in separate		\$0.00	63.03	\$9.00	\$0.00	\$0.00	Pre-ai/formed phe	nator LOSP reft
	Deported Defines: By the error supported services expenses a product of separate budget and not eligible to be counted a grand project income for the charles of a calculation SUB-TOTAL OPERATION EXPENSES:	6500	10.63	10.03	19.00	10.00	\$0.00 \$0.00	n)•	- 50 LOSP
	Capital Maintenance Repairs/Improvements of gible for payment by Replacement		10.65	3,0,03	.,,,,,	30.00		The state of the s	- Control of the Cont
	Reserve. If capital costs were entered in amounts for Maintenance & Repairs section above and are eligible for payment by the Regissement Reserve, please enter details in								
	Registement Research Eligate Espendiums below, beginning from now 201. Amounts on wided in F210 215 will be inhed to cell F102 and netted out from operating expenses.		03 62			50.00	\$5.00		
	Hoo-Capital Maintenance Regale Exprases e Egithic for payment by Replacement Reserve, Only earlier two onto here of they were notified in amounts entered for Maintenance & Regaria section above and with the reministed by Replacement Reserve Amount will be								
102	E Repairs section above and will be reinflursed by Replacement Reserve. Amount will be neded out from appointing expenses. Enter as positive number.					30.00	\$0.00		
101 301	TOTAL OPERATRIO EXPENSES:		93.62	50.62	\$0.03	\$0.00	10.00		
П		Forms of Esterni Bond Montering Areas / Decemb							
	Grownd Lease Bate Resultions Feet/Reserves Grownd Lease - Bare Kent (concide Leastername in the root)	Bong Montaning Agency/ Reserve Account	- 1	-	50 00	LOSF 50 CO	POD-LOSP IO 00	.0X#	-9409P 63%
103	Graved Lease - Blace Rent (provide Leasernaire in the right) Bord Montairng Fee Bord Montairng Fee Bord Montairng Fee Bord Montairng Feet (provide Annual Deposit (Southern Computer Account) Enter a				50 00	50 00	10 00		econ:
10:	Replacement Reserve Required Annual Deposit (Source is Operating Account) Enter as positive number	1320			\$0.00	\$0 m	\$0.00		0 cm;
	Operating Reserve Deposits (Source is Operating Account.) Enter as positive number:  Depositing Reserve Account Windowski (For Account to Discretion Account ) Enter as	1365			50.00	\$0.00	50.00		g parts
111	Operating Reserve Account Windowals (For deposits to Operating Account.) Enter as pasting number.  Other Registed Reserve Account Deposits (Source is Operating Account, Enter as positive.)				50 00	20 00	20.60	Taga na ao amin'ny faritr'i Ara-de-de-de-de-de-de-de-de-de-de-de-de-de-	0001
112	Other Required Reserve Account Legicita (pointe à Operating Account Liniar às positive number (destriff reserve account in seri sout (1338)).  Other Required Reserve Account Withdrawn's For dispositio Operating account. Ether as				\$2.60	10 00	\$0.00	LOSP sgitt	מילג'עם'נו
114	Dark we number identify account in seried ——  Sub-total Ground Lease Base Read Bond Fers/Reserves		\$0.00	\$0.00	50.00 \$0.00	50 CO \$0.00	\$0.00 \$0.00	.co	64.05°
115 116	YOTAL OPERATING EXPENSES In Reserve USL Bisse Rest Bond Fees		10.01	10.00	10.40	10.19	59,09		
117	1. TOTAL INCOME RECEIVED:	Acct Harn	Residential S0.00	Non-Recidential \$0.00	Tetal \$0.00	50.00	00.00 00.00		
115	TOTAL OPERATING EXPENSES:	1888 8 WAY 1871	\$0.00	30 00	\$0.00	\$0.00	\$0.00	<u> </u>	}

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15 AUTOM MONITORING REPORT FILLS ACTIV	vay - Reporting 1642 2017 - Mayor 1 Office of Ad	\$0.00	 2,00 \$0,00	\$0.00	

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Other Amount (describe to the right)					100)	50.00		
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amovet for Surples Cash above is negative:		Security of Contract Contracts	DOSSIN PROPERTY COLORGE	- galazag son nga pagas				
you roust provide a detailed explanation to question #8 on the Harrative worksheet you must HOT expely data for any of the fields for Usea of Surplus Cash below		Go to 1	er-i Hamatise guesti	on #3	9060			
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ir Subtotal Residual Receipts Payments to IFCHCO	0.0000000000000000000000000000000000000		ngryso 2455373019442562	\$0.00	\$8.00	30.00		
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e Recidual Receipts Debt Print to other lenders from torder rame to right)					1000	\$0.00		
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ND GENERATE AN INVOKE IF THE CALCULATION CAN BE VERIFIED AS APPR CONTACT YO	OPPUATE: IF THE I	CALCULATION C.	WHOT BE VERIFIED	00,044,093,641	LOSP	non-LOSP		
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oporad Oxaar Distribulious (provide description in column D and array amount in					If LIPP is NO enter But reprotes to J172 & L172 below. The arrount with the treated as the LOSP			
opered Oxase Distributions (provide description in column D and enter amount in form J. If an amount is exceed a description is required.)					CY sugar	MMICO to -0, you may		
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Annual Monitori	ring Report - Fiscal Activity - Reporting Year 201	7 - Mayor's Office	e of Housing & C	mmunity Developm	tent				- 1
175							 	 	
THE RESERVE ACCOUNT DETAILS		a a partition of the second	93998 samu vedtered	Geographical contraction	sukseemina				
174 OPERATING RESERVE (Lo por	d less en blanks for any quiditions daking for a number, entire pe	vortied)	S40000230030000	CENTRAL NAME OF THE	201-2012-98-88-88-88-88-88-88-88-88-88-88-88-88-				
175 Minimum Required Balanc	ces ,	1							
tro Beginning Balance:			1500000						
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181 182 Interest Earned:		1000	4						
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151 Ending Balance (don't od)te Required Annual Deposit:	es1 ca'cu'a'edj	100:	4						-
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V the rate of the contract	shown to the right (Op Reserve Account Ending	5000	AFRICASES STREET	SAME TO SERVICE SERVICES	AVERHOUS BUILD				- 1
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the project will remedy the si	portfall in the adjacent ces		í		- 1				- 1
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explain why the Op Reserve	shown to the right is greater than 26 5%, you must be balance exceeds MOHCO's requirement in the adjacent	t .	l		1				1
187 CC3		G 0005	<u> </u>						
183 REPLACEMENT RESERVE (Ox	once wave blanks for any questions acking for a number, acts set:	reconstant)	GSSERVE GERRICKUSE	050501955950005050505050	-034964F15878919500c				
150 Minimum Required Balanc	re:		1						
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192 Interest Earned:			2004/2004	Para Colo Para Char	0.000				l
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156 Ending Balance (don't edit t	ce1 carcurated)	50,00							l
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193	of annual deposit and the minimum required	\$0.60	I sassage and the	alomo (Walter Sastion)	NATIONAL PROPERTY.	•			I
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199 CHANGES TO REAL ESTATE A	essets arces in each of the categories betad below. Ohargus in asse	teriancas uni ace	PERSONAL PROPERTY	Sequifications consort	Balance				1
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Provide the data requested for the tenant population that was residing in the project at the end of the Reporting Period.  Select one Ethnicity category for the head of bewerbeld. If without, manager's or vacant win, select '101 Reported'.  Select one Reac category for the head of household. If without, manager's or vacant win, select '101 Reported'.  Select one Reac category for the without, manager's or vacant win, select '101 Reported'.  For legacy race and whilety data that reports race and ethnicity as a single field, an additional category of '110 Reported' should be used to category for the period of the select of the											
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#### Annual Monitoring Report - Summary of Reported Household Demographics - Reporting Year 2017 -Mayor's Office of Housing & Community Development Last Day of Reporting Period 1/0/1900 # Units: roject Address: Household Size Other Household Demographics #Reported % of Total # Reported Households Elderly Households Households with Children Under 18 Number of Children Under 18 Households with Tenant with Physical Disability One Person Household Two Person Household Three Person Household Four Person Household Households with Tenant with Visual Disability Households with Tenant with Hearing Disability Households with Tenant with Mental/Devt Disability Five Person Household Six Person Household Seven or more Person Household TOTAL Households\* Households with Tenant with Other Disability Households with Tenant with More than One Disability Households with Tenant with No Disability TOTAL Residents \*Excludes 0 unit(s) reported as manager's or vacant unit(s). Head of Household Race/Ethnicity

	# Reported	
	Head of HH	% of Total
Hispanic/Latino	0	Í
Not Hispanic/Latino		
American Indian/Alaskan Native	0	
Asian	0	
Black/African American	0	
Native Hawaiian/Other Pacific Islander	0	
White	0	
American Indian/Alaskan Native and Black/African American	0	
American Indian/Alaskan Native and White	0	
Asian and White	. 0	
Black/African American and White	0	
Other/Multiracial	0	
Not Reported	0	
Total Head of Households	0	
	# Reported	ſ
Gender	Head of HH	% of Total
Female	0	
Male	0	
Genderqueer/Gender Non-binary	0	
Tene Comple		

Gender	# Reported Head of HH	% of Total
Female	T 0	
Male	0	
Genderqueer/Gender Non-binary	0	
Trans Female	0	
Trans Male	0	
Not listed	1 0	
Declined/Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Sex At Birth	# Reported Head of HH	% of Total
Female	0	
Male	0	
Decline to Answer	0	
Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

	# Reported	
Sexual Orientation / Sexual Identity	Head of HH	% of Total
Bisexual	0	
Gay /Lesbian/Same-Gender Loving	0	
Questioning /Unsure	0	
Straight/Heterosexual	0	
Not listed	0	
Decline to Answer	0	
Not Stated	0	
Question Not Asked	0	
Total Head of Households	0	

Target and	Actual Population Served				
7	arget Population	Actual Population			
0	0 Families		Families		
0	Persons with HIV/AIDS	0	Persons with HIV/AIDS		
0	Housing for Homeless	0	Housing for Homeless		
0	Mentally or Physically Disabled	0	Mentally or Physically Disabled		
D	Senior Housing	0	Senior Housing		
0	Substance Abuse	0	Substance Abuse		
0	Domestic Violence Survivor	0	Domestic Violence Survivor		
0	Veterans	0	Veterans		
0	Formerly Incarcerated	0	Formerly Incarcerated		
0	Transition-Aged Youth ("TAY")	0	Transition-Aged Youth ("TAY")		

# Annual Monitoring Report - Narrative - Reporting Year 2017 - Mayor's Office of Housing & Community Development

	Project Street Address:  Reporting Period - Start Date: 1/0/1900  Reporting Period - End Date: 1/0/1900
	MOHCD created the questions below to allow project owners to supply additional information about a small number of measurements that may indicate that a project is having difficulties. By providing this information project owners will help provide context for the conclusions that can be made about the measurements. MOHCD will use the measurements and the information below to prioritize the projects that need closer scrutiny and support. Please supply as much information as is readily available.
	1. Explanations & Comments
	Use this space to record notes about any peculiarities in the data entry process. For example, if you entered a formula instead of a single number for a field, make a note here re: for which question on which worksheet that was done, and describe the formula & underlying numbers. Also use this field to describe in detail any amounts entered for "Other payments" on the worksheet "2.Fiscal," item 10.
J	·

#### 2. Code Violations

Provide the following for any violations or citations of Health or Building or Housing Codes that were issued during the reporting period, or were issued in a prior reporting period but remained open during any time of the current reporting period:

Violation or Citation #	Date Issued	Issued By	Description	Cleared? (y/n)
-:				
	:			

(add additional rows as needed)

\*\* ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. \*\*

Violation or Citation #	Date Cleared	Issued By	Description of Remedy
			A STATE OF THE STA

(add additional rows as needed)

\*\* ONLY FOR ALL VIOLATIONS THAT WERE NOT RESOLVED by the end of the reporting period: You must also attach a SCANNED copy of each Violation/Citation to your AMR submittal. \*\*

3. Major Repairs Describe any major repair or replacement needs that have been identified as being required within the nex 2 years, and any related plans to pay for whatever is needed.
·
4. Vacant Unit Rent-Up Time
If the project had an average VACANT UNIT RENT-UP TIME greater than 30 days for question 36 on the worksheet "1A.Prop&Residents," you must supply the following:
A description of the work done to analyze the cause/s of the high turnaround time, and what the identified causes are; and
<ul> <li>A description of the work done to identify means of reducing the turnaround time, and all viable remedies that have been identified; and</li> </ul>
<ul> <li>c. A description of the plan to implement any remedies, including specific timelines for the implementation work.</li> </ul>

5. Affirmative Marketing
Did you conduct any marketing of the project during the reporting period? If yes, please describe the
marketing that was conducted, including  a. when the marketing was conducted and how it was intended to reach populations least likely
to apply for the project;
<ul><li>b. any advertising, direct mailings, emailings and web postings that were done; and</li><li>c. how many households were on the waiting list prior to the marketing and how many were on it</li></ul>
after the marketing was completed.
6. Vacancy Rate>  If the project had a VACANCY RATE greater than 15%, as may be shown above from the Income
Expense section of the worksheet "2.Fiscal," you must supply the following:
<ul> <li>a. A description of the work done to analyze the cause/s of the vacancy rate, and what the identified causes are; and</li> </ul>
<ul> <li>b. A description of the work done to identify means of reducing the vacancy rate, and all viable remedies that have been identified; and</li> </ul>
<ul> <li>A description of the plan to implement any remedies, including specific timelines for the implementation work.</li> </ul>

## 7. Miscellaneous Expenses: Administrative/Operating & Maintenance

If the project had miscellaneous administrative or miscellaneous operating & maintenance expenses greater than \$10,000 respectively, you must provide a detailed itemization of these individual expenses below. Total expenses must equal the total amount reported on the worksheet "2.Fiscal."

Misc. Admin Expenses			
Expense Description	Amount	HUD Acct#	Notes
Total	0.00		
Total: Diff. from Fiscal Activity WS:	0.00		
Misc. Operating & Maintenance Exp	penses		
Expense Description	Amount	HUD Acct #	Notes
		<u> </u>	
		Ī!	
Total:	0.00		
Diff. from Fiscal Activity WS:		1	
8. Negative Cash Flow			
If the project had NEGATIVE CASI worksheet "2.Fiscal," you must sup		own above from t	the Income Expense section of
<ul> <li>A description of the work do identified causes are; and</li> </ul>	ne to analyze the cause	/s of the shortfall	l, and what the
<ul> <li>b. A description of the work do remedies that have been ide</li> </ul>	entified; and		
<ul> <li>c. A description of the plan to in the implementation work.</li> </ul>		- ,	
d. If the project has a Project-B please also supply the date project will submit the next l whether the project has bee	of the last increase to the HAP contract rent increa	he HAP contract, ase, and any rela	t, the date when the ated comments about
			, , , , , , , , , , , , , , , , , , , ,

	Annual	Monitoring Report - Pr	roject Financing - Repo	rting Year 20	17 - Mayor's Office o	f Housing & Community De	velopment	
rovide in	formation about all current financing of	the project. Lenders sho	uld be listed in lien order,	i.e., with the	most-senior lender in t	the first lien position, the mos	l-junior lender in last lien posi	ion.
roject Ada								
urrent	Project Financing							
len Order	Lender (and Loan Program if applicable)	Lozn Amount	interest Rate	Maturity Date	Repayment Terms	Monthly Debt Service Payment	Outstanding Principal Balance As Of End of Prior Reporting Period	Accrued Interest As Of End of Prior Reporting Period
1								
3	· · · · · · · · · · · · · · · · · · ·			<del> </del>				<del> </del>
4								
5					-			
6								
7								<del> </del>
8 9	<del> </del>			<del> </del>				<del> </del>
								4

Completion of this page is required based on you rame grant, please repeat the data for each serv	r answers to questions 51 thru 61 on workshice provided.)	eet 1A.Prop&Residents. Supply one row of data for	each service that is being provided, (If i	more than one service is t	eing provided by the san	ne Provider under the
Project Address:		100				
Current Services Funding	uga i segunt segun segunda kalanda kalanda ka	os santas predicionas productivas estados de administrados en estados en estados en entrados en entrados en es	Olivania (1865) de productivo de la composició de la comp	sette Vereneristen pe	(ASSESSED OF SECTION SEC	020-00-017-05-0500-0
ervice Type	Service Provider Hame	Street Address where Service is Provided	Name of Funder of this Service	Grant Amount	Grant Start Date	Grant End Dale
						<del></del>
· · · · · · · · · · · · · · · · · · ·						

# Schedule of Operating Revenues For the Year Ended January 0, 1900

Rental Income	Total	LOSP	Non-LOSP
5120 Gross Potential Tenant Rents	\$0	\$0	\$0
5121 Rental Assistance Payments (inc. LOSP)	0	0	0
5140 Commercial Unit Rents	0		
Total Rent Revenue:	\$0	\$0	\$0
Vacancies			
5220 Apartments	\$0	\$0	\$0
5240 Stores & Commercial	0		
Total Vacancies:	\$0	\$0	\$0
Net Rental Income: (Rent Revenue Less Vacancies)	\$0	\$0	\$0
Other Revenue			
5170 Rent Revenue - Garage & Parking	\$0	\$0	\$0
5190 Misc. Rent Revenue	0	.0	0
5300 Supportive Services Income	0	0	0
5400 Interest Revenue - Project Operations (From Operating Acct Only)	0	0	0
5400 Interest Revenue - Project Operations (From All Other Accts)			0
5910 Laundry & Vending Revenue	0	0	0
5920 Tenant Charges	0	0	0
5990 Misc. Revenue	0	0	0
Total Other Revenue:	\$0	\$0	\$0
Total Operating Revenue:	\$0	\$0	\$0

## Schedule of Operating Expenses For the Year Ended December 31, 1900

Management	Total	LOSP	Non-LOSP
6320 Management Fee	\$0	\$0	\$0
"Above the Line" Asset Management Fee	0	0	0
Total Management Expenses:	\$0	\$0	\$0
Salaries/Benefits			
6310 Office Salaries	\$0	\$0	\$0
6330 Manager's Salary	Ō	0	0
6723 Employee Benefits: Health Insurance & Disability Insurance	0	0	0
Employee Benefits: Retirement & Other Salary/Benefit Expenses	0	0	0
6331 Administrative Rent Free Unit	0	0	0
Total Salary/Benefit Expenses:	\$0	\$0	\$0
Administration			
6210 Advertising and Marketing	\$0	\$0	\$0
6311 Office Expenses	0	0	0
6312 Office Rent	0	0	0
6340 Legal Expense - Property	0	0	0
6350 Audit Expense	0	0	0
6351 Bookkeeping/Accounting Services	0	0	0
6370 Bad Debts	. 0	. 0	0
6390 Miscellaneous Administrative Expenses	0	0	0
Total Administrative Expenses:	\$0	\$0	\$0
Utilities	•		
6450 Electricity	\$0	\$0	\$0
6451 Water	0	0	0
6452 Gas	0	0	0
6453 Sewer	0	0	0
Total Utilities Expenses:	\$0	\$0	\$0
Taxes and Licenses			
6710 Real Estate Taxes	\$0	\$0	\$0
6711 Payroll taxes	0	0	. 0
6790 Miscellaneous Taxes, Licenses, and Permits	0	.0	0
Total Taxes and Licenses Expenses:	\$0	\$0	\$0
Insurance			
6720 Property and Liability Insurance	\$0	\$0	\$0
6721 Fidelity Bond Insurance	0	0	ō
6722 Workers' Compensation	0	. 0	. 0
6724 Directors & Officers Liabilities Insurance	0	0	0
Total Insurance Expenses:	\$0	\$0	\$0

## Schedule of Operating Expenses For the Year Ended December 31, 1900

Maintenance and Repairs	Total	LOSP	Non-LOSP
6510 Payroll	\$0	\$0	\$0
6515 Supplies	0	0	0
6520 Contracts	0	0	. 0
6525 Garbage and Trash Removal	0	. 0	0
6530 Security Payroll/Contract	0	0	0
6546 HVAC Repairs and Maintenance	0	0	0
6570 Vehicle and Maintenance Equipment Operation and Repairs	0	0	0
6590 Miscellaneous Operating and Maintenance Expenses	0	0	0
Total Maintenance and Repairs Expenses:	\$0	\$0	\$0
6900 Supportive Services	\$0	\$0	\$0
Capital and Non-Capital Expenditures to be			
Reimbursed from Replacement Reserve	\$0	\$0	\$0
Total Operating Expenses:	\$0	\$0	\$0
Financial Expenses		•	
Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if app	olicable.		<b>#</b> 0
6820 Interest on Mortgage (or Bonds) Payable			\$0
6825 Interest on Other Mortgages			0
6830 Interest on Notes Payable (Long Term)			0
6840 Interest on Notes Payable (Short Term)			0
6850 Mortgage Insurance Premium/Service Charge			0
6890 Miscellaneous Financial Expenses	<u></u>	<b>ው</b>	0
Total Financial Expenses:		\$0	\$0
6000 Total Cost of Operations before Depreciation:	\$0	\$0	\$0
5060 Operating Profit (Loss):	\$0	\$0	\$0
Depreciation & Amortization Expenses			
Enter amounts in yellow highlighted cells. Leave no cells blank. Enter "0" if app	olicable.		
6600 Depreciation Expense			\$0
6610 Amortization Expense			0
Operating Profit (Loss) after Deprecieation & Amortization:	\$0	\$0	\$0
Net Entity Expenses			
the right. 7190			\$0
7190			0
7190			0
7190			0
7190			0
7190			0
7190			0
7190			0
7190			0
7190			0
Total Net Entity Expenses:	\$0	\$0	\$0

# Computation of Operating Cash Flow/Surplus Cash For the Year Ended January 0, 1900

		Total	LOSP	Non-LOSP
Operating Revenue		\$0	\$0	\$0
Interest earned on restricted accounts		0	0	\$0
	Adjusted Operating Revenue	\$0	\$0	\$0
Operating Expenses		\$0	\$0	\$0
Net Operating Income		\$0	\$0	\$0
Other Activity				
Ground Lease Base Rent		\$0	\$0	\$0
Bond Monitoring Fee		0	0	0
Mandatory Debt Service - Principal		0	0	0
Mandatory Debt Service - Interest		0	. 0	0
Mandatory Debt Service - Other Amount		. 0	0	0
Deposits to Replacement Reserve Account		0	0	0
Deposits to Operating Reserve Account		0	0	0
Deposits to Other Restricted Accounts per Regulatory Agr	reement	0	0	0
Withdrawals from Operating Reserve Account		0	0	0
Withdrawals from Other Required Reserve Account	T-1-1-0/	0	0	0
	Total Other Activity:	\$0	\$0	
Allocation of Non-Residential Surplus (LOSP only)	F100		\$0	\$0
• • •	rating Cash Flow/Surplus Cash:	\$0	\$0	\$0
Select the Distribution Priority number from Worksheet 2. <u>ahead</u> of residual receipts payments.	riscal Activity for payments to be paid	Total	LOSP	Non-LOSP
	riscal Activity for payments to be paid		LOSP	Non-LOSP
ahead of residual receipts payments.		Total		
ahead of residual receipts payments.	Residual Receipts Distribution:		LOSP \$0	Non-LOSP
ahead of residual receipts payments.	Residual Receipts Distribution:	Total		
ahead of residual receipts payments.  Total Cash Available for  Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. with remaining residual receipts.	Residual Receipts Distribution:	Total \$0	\$0	\$0
ahead of residual receipts payments.  Total Cash Available for  Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. with remaining residual receipts.  Total Residual I	Residual Receipts Distribution: Fiscal Activity for payments to be paid	Total \$0 Total \$0 \$0 \$0 \$0	\$0 LOSP	\$0 Non-LOSP
ahead of residual receipts payments.  Total Cash Available for  Distribution of Residual Receipts Select the Distribution Priority number from Worksheet 2. with remaining residual receipts.  Total Residual	Residual Receipts Distribution: Fiscal Activity for payments to be paid	Total  *0  Total	\$0 LOSP	\$0 Non-LOSP

# Summary of Replacement Reserve and Operating Reserve Activity For the Year Ended January 0, 1900

	Replacement Reserve	Operating Reserve
Balance, December 31, 1899	\$0	\$0
Actual Annual Deposit	0	0
Interest Earned	0	0
Withdrawals	0	0
Balance, December 31, 1900	\$0	\$0

# Annual Monitoring Report - Completeness Tracker - Reporting Year 2017 - Mayor's Office of Housing & Community Development

This checklist is a tool to help you track progress toward completion. NOTE: Do not submit the AMR until all items are "COMPLETED."

Reporting Start Date: Reporting End Date: 1/0/00 1/0/00 Project Address:

#### Submission Instructions:

Once all worksheets below are "COMPLETED", email the AMR, completed Owner Compliance Certification, along with the attachments required under the Insurance and Tax Certification per page 3 of the Owner Certification, waitlist, and audited financial statements to: moh.amr@sfgov.org.

The waiting list must include the following information for each person or household who has applied to live at the project and is still waiting to be considered for an available unit: name of head-of-household, contact information, date of application, number of people in the household, stated household income and desired unit size. Prior to submittal, the waiting list must be redacted to exclude any private information that should not be shared publicly, for example, Social Security numbers, ID numbers from other forms of identification, information related to disabilities or other health conditions, Please confer with legal counset and let MOHCD know if you have any questions prior to submitting a copy of the project's waitlist. This requirement is not applicable to transitional housing projects, residential treatment programs, shelters, group homes or permanent supportive housing for homeless people that is leased through a closed referral system.

Worksheet 1A. Pro		MPLETE
	Questions 1 thru 4	incomplete
	Questions 5 thru 24 Questions 25 thru 39	Incomplete Incomplete
		incomplete incomplete
	Questions 51 thru 61	incomplete
		21.71.294
Worksheet 1B. Tra		etermined -
	Questions 1 thru 11	To Be Determined
	Questions 12 thru 18 Questions 19 thru 39	To Be Determined To Be Determined
Worksheet 1C. Evid	tion Data To Be D	etermined
	Question 1	To Be Determined
	Questions 2 thru 21	To Be Determined
	ATT	2017
	Questions 22 thru 41	To Be Determined
	Questions 42 thru 61	To Be Determined
- 1/4° (************************************		
Worksheet 2. Fisca		MPLETE
	Rental Income - Housing Unit GPTR	incomplete incomplete incomplete
	Vacancy Loss - Housing Units	incomplete
	Operating Expenses	Incomplex
	Surplus Cash/Residual Receipts (Rows 140 - 171)	incomplete
	Operating Reserve (Rows 177 - 185)	incomplete
	Replacement Reserve (Rows 188 - 195)	Incomplete incomplete
	Changes to Real Estate Assets (Rows 198 - 205)	
	Replacement Reserve Eligible Expenditures (Rows 209 - 228) Program Income (Rows 230 - 243)	steemple L
	Program income (Rows 230 - 243)	- UN
	entered on Worksheet 1A or the total households that can be served in Worksheet 1B?	To Be Determined
	For each row with a Unit Number, was data entered in cells for Subsidy Type and Utility Allowance?	To Be Determined
	Narrative Provided for All rows indicating Overhoused or	
	Overcrowded?	To Be Determined
Worksheet 3B. Den	nographic Information To Be D	etermined
	Is Ethnicity and Race selected for each household?	To Be Determined
	Is Gender, Sex at Birth, and Sexual Orientation/Identity selected	To Be Determined
	for each household?	
Worksheet 4. Narra	tive	etermined
**************************************	2	To Be Determined
	3	To Be Determined
	3	To Be Determined
•	5	
		To Be Determined
	6	To Be Determined
	. 7	To Be Determined
	8	To Be Determined
Worksheet 5. Proje	ot Financing	APLETE
none of the same o	The state of the s	
	PERFORM TO THE PROPERTY OF THE	
Worksheet 6. Servi	ces Funding To BBD	etermined
		not See from the consequence of the Williams
Workshapt 7 Sunn		If using AMR to generate
	Scheenlag modification requires for A	uditied Financial Statemen
by MOHCD	please complete th	e required data entry.

#### **EXHIBIT H**

## Tenant Selection Plan Policy - LOSP

This policy is in addition to the obligations to comply with applicable federal, state and local civil rights laws, including laws pertaining to reasonable accommodation and limited English proficiency (LEP), and the applicable provision of the Violence Against Women Act, Pub. Law 109-62 (January 5, 2006), as amended.

## **Application Process**

- Application Materials. The housing provider's written and/or electronic application materials should:
  - o outline the screening criteria that the housing provider will use;
  - o be in compliance with San Francisco Police Code Article 49 or the Fair Chance Ordinance,
  - o outline how an applicant may request a modification of the admission process and/or a change in admission policies or practices as a reasonable accommodation:
  - o be written in language that is clear and readily understandable,
- **First Interview**. In accordance with the housing provider policies, an initial interview is required to assess each applicant's minimum eligibility requirements for housing units.
- **Second Interview**. Before issuing a denial, the housing provider should consider offering a second interview to resolve issues and inconsistencies, gather additional information, and assist as much as possible with a determination to admit the applicant.
- Confidentiality. All information provided will be kept confidential and be used only by the housing provider, the referring agency and the funding agency for the purpose of assisting and evaluating the applicant in the admission process. All applicant information shall be retained for 12 months after the final applicant interview.
- Delays in the Process. If delays have occurred or are likely to occur in the application and screening process or the process exceeds the housing provider's normal timeline for application and screening, the housing provider must immediately inform the referring agency and the funding agency, of the status of the application, the reason for the delay and the anticipated time it will take to complete the application process.
- **Problems with the Referring Agency**. If at any point the housing provider has difficulty reaching or getting a response from the applicant and referring agency, the housing provider must immediately contact the referring agency, if possible, and the funding agency, HSH.

<sup>&</sup>lt;sup>1</sup>See for e.g., Title VIII of the Civil Rights Act of 1968 (Fair Housing Act), 42 U.S.C. §§ 3601, et seq.; 24 C.F.R. Part 100; Title VI of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000d-2000d-7; Executive Order 13,166, Improving Access to Services for Persons with Limited English Proficiency (August 11, 2000); Department of Housing and Urban Development Limited English Proficiency Guidance, 72 Fed. Reg. 2732 (Jan. 22, 2007); Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794; 24 C.F.R. Parts 8 and 9; Title II of the Americans with Disabilities Act of 1990, as amended; California Fair Employment and Housing Act, Gov't Code §§ 12,955-12,956.2; Unruh Civil Rights Act, Civil Code § 51; California Disabled Persons Act, Civil Code § 51.4; Dymally-Alatorre Bilingual Services Act, Gov't Code §7290-7299.8; San Francisco Language Access Ordinance, No. 202-09 (April 14, 2009)

• <u>Limited English Proficiency Policy.</u> Throughout the application process, the housing provider must comply with City policy for language access requirements for applicants with limited English proficiency.

### Reasonable Accommodation and Modification Policy

Reasonable Accommodation: The application process should provide information about how an applicant may make a reasonable accommodation request. At any stage in the admission process, an applicant may request a reasonable accommodation, if the applicant has a disability and as a result of the disability needs a modification of the provider's rules, policies or practices, including a change in the way that the housing provider communicates with or provides information to the applicant that would give the applicant an equal chance to be selected by the housing provider to live in the unit.

**Reasonable Modification**: Applicant may request a reasonable modification if he or she has a disability and as a result of the disability needs:

- o a physical change to the room or housing unit that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site;
- o a physical change in some other part of the housing site that would give the applicant an equal chance to live at the development and use the housing facilities or take part in programs on site.

Response to Request: The housing provider shall respond to a request for reasonable accommodation or modification within ten (10) business days. The response may be to grant, deny, or modify the request, or seek additional information in writing or by a meeting with the applicant. The housing provider will work with the applicant and referring agency to determine if there are ways to accommodate the applicant.

The housing provider shall grant the request if the provider determines that:

- o the applicant has a disability;
- o reasonable accommodation or modification is necessary because of the disability; and
- o the request is reasonable (i.e., does not impose an undue financial or administrative burden or fundamentally alter the nature of the housing program.)

If the reasonable accommodation request is denied, the rejection must explain the reasons in writing. If the denial of the reasonable accommodation request results in the applicant being denied admission to the unit, the provisions of the section on Notice of Denial and Appeal Process apply.

## Notice of Denial and Appeal Process

- The housing provider shall:
  - o Hold a comparable unit for the household during the entire appeal process.

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- o promptly send a written and electronic notice (to the addresses provided) to each applicant denied admission with a written and/or electronic copy to the referring agency and the funding agency. The notice should:
  - list all the reasons for the rejection, including the particular conviction or convictions that led to the decision in cases where past criminal offenses were a reason for rejection;
  - explain how the applicant can request an in person appeal to contest the decision:
  - state that an applicant with a disability is entitled to request a reasonable accommodation to participate in the appeal;
  - inform the applicant that he or she is entitled to bring an advocate or attorney to the in person appeal;
  - provide referral information for local legal services and housing rights organizations;
  - describe the evidence that the applicant can present at the appeal;
- o give applicants denied admission a date within which to file the appeal, which shall be at least ten (10) business days from the date of the notice;
- o unless an extension is agreed to by the applicant and the housing provider, hold the appeal within ten (10) business days of the request for the appeal;
- o confine the subject of the appeal to the reason for denial listed in the notice;
- o give the applicant a chance to present documents and/or witnesses showing that he or she will be a suitable tenant;
- o have an impartial supervisor or manager from the housing provider, but who is not the person who made the initial decision or a subordinate of the person who made the initial decision, conduct the appeal;
- o within 5 business days of the in person appeal, provide the applicant with a written decision that states the reason for the decision and the evidence relied upon. A copy of the written decision must be sent (electronically or otherwise) to the referring agency and the funding agency.
- If the rejection is based on a criminal background check obtained from a tenant screening agency, the Fair Chance Ordinance imposes additional notice requirements.

#### **EXHIBIT I**

#### Tenant Screening Criteria Policy - LOSP

The City expects that housing providers will use maximum feasible efforts to ensure that those individuals and families who are referred are accepted for occupancy in a timely fashion. To that end, the City has adopted the following screening criteria for applicants with a criminal record. If a problem arises in the application and screening process that may cause unreasonable delay in screening outcome, the housing provider should immediately notify the referring agency and HSH to assist with an expeditious resolution.

The screening criteria and considerations outlined below encourage providers to "screen in" rather than "screen out" applicants. These requirements are also designed to satisfy the requirements of San Francisco Police Code Article 49, Sections 4901-4920 or the Fair Chance Ordinance. This policy describes a minimum level of leniency; providers are encouraged to adopt less restrictive policies and processes whenever appropriate. For example, providers may opt not to review or consider applicant criminal records at all.

#### **Screening Criteria**

- Housing providers shall not automatically bar applicants who have a criminal record<sup>2</sup> in recognition of the fact that past offenses do not necessarily predict future behavior, and many applicants with a criminal record are unlikely to re-offend.
- Housing providers shall not consider:
  - o arrests that did not result in convictions, except for an open arrest warrant;
  - o convictions that have been expunged or dismissed under Cal. Penal Code § 1203.4 or 1203.4a;<sup>3</sup>
  - o juvenile adjudications.
- Housing providers shall consider:
  - o the individual circumstances of each applicant; and
  - o the relationship between the offense, and
    - (1) the safety and security of other tenants, staff and/or the property; and
    - (2) mitigating circumstances such as those listed below.
  - only those offenses that occurred in the prior 3 years, except in exceptional situations, which must be documented and justified, such as where the housing provider staff is aware that the applicant engaged in violent criminal activity against staff, residents or community members and/or that the applicant intentionally submitted an application with materially false information regarding criminal activity. As necessary, HSH will assess the justification for a longer look-back period and determine whether an exception is warranted. In these

<sup>&</sup>lt;sup>2</sup> The policy recognizes that some housing may be subject to mandatory laws that require the exclusion of an applicant based upon certain types of criminal activity.

The purpose of the statute is allow a petitioner to request a dismissal of the criminal accusations, a change in plea or setting aside of a verdict and to seek to have certain criminal records sealed or expunged and a release "from all penalties and disabilities resulting from the offense."

exceptional situations, the housing provider may consider offenses that occurred in the prior 5 years.

- o mitigating factors, including, but not limited to:
  - (1) the seriousness of the offense;
  - (2) the age and/or circumstances of the applicant at the time of the offense;
  - (3) evidence of rehabilitation, such as employment, participation in a job training program, continuing education, participation in a drug or alcohol treatment program, or letters of support from a parole or probation officer, employer, teacher, social worker, medical professional, or community leader:
  - (4) if the offense is related to acts of domestic violence committed against the applicant;
  - (5) if the offense was related to a person's disability.

# Citywide Affordable Housing Loan Committee

San Francisco Mayor's Office of Housing and Community Development Department of Homelessness and Supportive Housing Office of Community Investment and Infrastructure

Evaluation of Request for Funding: Local Operating Subsidy Program (LOSP)

Contract

Prepared By: Mike McLoone

Loan Committee Date: May 4, 2018

Sponsor Name: Bernal Heights Neighborhood Center

Project Name: Monterey Boulevard Apartments

Project Address (w. cross street): 403 Monterey Boulevard (at Detroit Street)

San Francisco, CA

Number of Units/Beds (specify): 4 Units.

Up to \$36,213 for a 6-month Year 1 budget

Up to \$1,662,342 through 15 years, 6 months

#### 1. SUMMARY AND BACKGROUND

Monterey Boulevard Apartments is a 4-unit, permanent, family supportive housing development in the Sunnyside neighborhood of San Francisco, Supervisorial District 7.

The project was acquired and renovated in 1996, with the support of a \$293,093 in HOME loan from MOH at 0% interest rate, and forgivable in 2074. MOH supported additional rehab work commencing in 2005 with an additional \$168,186 CDBG loan at 3% interest rate repayable out of residual receipts, the remainder due at maturity in 2060. A cumulative total of \$568,186 in City principal funding remains outstanding. The project did not receive loans or grants from any other funders.

The 3-story wood-frame building was constructed in 1950 and consists of 3,280 square feet on a 2,500 square foot parcel.

This funding proposal has been crafted as a mitigating strategy following the unexpected loss of Shelter Plus Care (S+C) operating subsidy that supported the project's four units. The S+C funding renewal decision was made in December 2016. The City has since recognized that projects with less than 10 units funded with S+C face vulnerability to non-

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renewal based on the current S+C renewal scoring, and will be working to develop contingency plans and other strategies to manage and minimize the impact of this vulnerability.

As a solution for Monterey Boulevard Apartments, MOHCD initially pursued plans to replace the lost S+C funding with Project-Based Voucher (PBV) Section 8 under a new RFP to have been issued by the San Francisco Housing Authority (SFHA). However, SFHA was not able to obtain the necessary HUD approvals needed by April 2018 to make additional PBVs available via RFP. In order to avoid the risk of the project running short on operating funding during 2018, MOHCD offered to recommend Local Operating Subsidy Program funds to fill the operating budget gap caused by the loss of S+C subsidy. This evaluation was created as the required step for the City to formally commit LOSP funding to the project. If approved, a LOSP contract will be created and sent to the Board of Supervisors for approval.

#### 2. PROJECT OPERATIONS

#### 2.1 Unit Mix

There are a total of 4 units in the building:

		# LOSP	Avg Square
Unit Size	#	Proposed	Footage Per Unit
1BR	1	1	920
2BR	. 3	3	785
TOTAL	4	4	3,275

#### Staffing.

Bernal Heights Neighborhood Center has a longstanding contract with Caritas Property

Management to manage the property. The staffing is as follows:

Salaries/Benefits: Office Salaries	Num Hours (per week/month/year)	FTE
Property Manager	1.0 hrs per week	0.03
Property Supervisor	.5 hrs per week	0.01
Sub-total		0.04
Administration: Bookkeeping/Acct. Services		100
Accountant	5 hours a month	0.03
Sub-total Sub-total		0.03
Maintenance & Repairs		
Maintenance Payroll	3 hrs a month	0.02
Repairs & Maintenance Contract	12 to 24 hours a year	0.01
Sub-total		0.03
Total FTEs and Expenses		0.09

#### 2.2 Target Population and Referrals

MOHCD capital funding restricts occupancy to 60% unadjusted AMI. As of 12/31/17, all four units were occupied, with a total of 10 occupants residing at the project, 6 of whom were under 18; the average AMI was 10%; one household reported zero income, while the AMI of the other households ranged from 4.5% to 19.6%. The tenancies were initiated in 2002, 2007, 2013 and 2014 and were referred via the S+C referral system coordinated by San Francisco's Human Services Agency (HSA). Each of the four families who currently reside in the units are families who met the HUD definition of experiencing chronic homelessness prior to being housed.

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## Coordinated Entry

HSH plans to expand Coordinated Entry to become the single access and assessment process for access to all transitional and permanent supportive housing in San Francisco. A key requirement of Coordinated Entry is prioritization and a move away from "first come first served" methods for managing access to shelter and housing. Once Coordinated Entry is fully implemented, access to all interventions in the homeless crisis response system will be managed using a standard assessment and a prioritization system.

Coordinated Entry is currently active for individual adult placements into Shelter Plus Care, other federally funded supportive housing and housing designated for veterans. Coordinated Entry procedures are or will be developed and implemented for homeless families, transitional age youth and all other adult populations. Once the City and County of San Francisco's Coordinated Entry and placement system (aka the ONE System) is operational, referrals will be made through this centralized system and not via individual agencies. Future vacancies at the project will be filled by referrals processed by the City and County of San Francisco and presented to the property manager.

#### 2.3 Annual Operating Budget

Please see the attached annualized budget for the initial year of 2018 which shows total operating expenses of \$76,126 or \$19,032 Per Unit Per Annum (PUPA), and a LOSP Subsidy amount of \$72,425, which is \$18,106 PUPA.

#### 2018 Budget vs Historical Trends:

The 2018 budget was created by the asset management staff of the Bernal Heights Neighborhood Center, who consulted with staff from Caritas Property Management. The 2018 budget compares to prior reported project budgets as follows:

\$82,181	\$65,8	11 25% increase
2018 Effective Gross Income	5-year average, E	GI   %age Difference

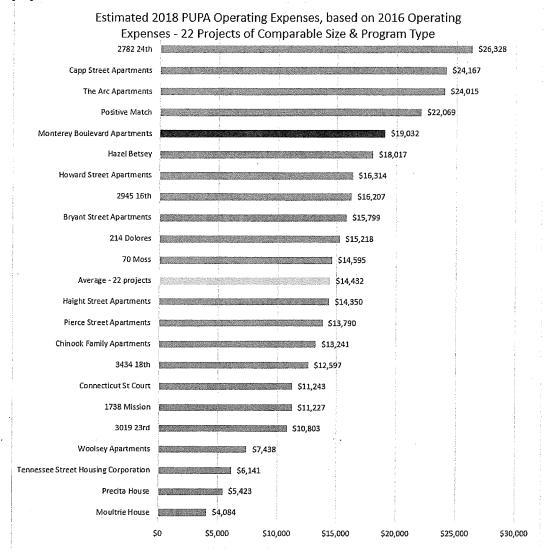
2018 Total Operating Expenses	5-year average, Total Expenses	%age Difference
\$76,126	\$71,716	6% increase

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Based on the above historical trend analysis, along with a recognition that the LOSP subsidy will be the primary source of the increased revenue, the overall budget proposed for the project for 2018 appears to be reasonable. Please see below for a more fine-grained analysis of the budget.

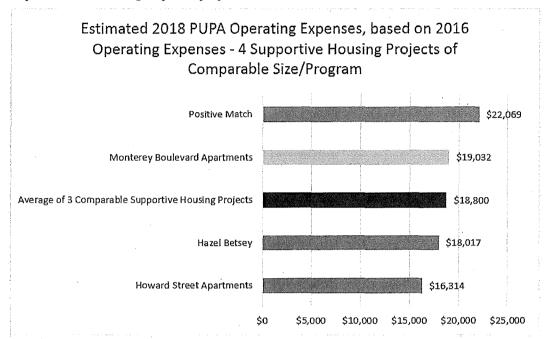
#### 2018 Operating Expenses vs Projects of MOHCD Portfolio of Comparable Size/Program:

The small size of the project and budget is 'unusual within the MOHCD portfolio. A query of projects of comparable size (3 to 12 units) and housing program (not transitional, not recently acquired under the Small Sites loan program) revealed 21 other projects that were used for comparisons; see below for the 2018 Operating Expense data for this group of 22 projects:



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Within this subgroup of 21 projects of comparable program and size, three other projects are also characterized as providing Supportive Housing; see below for the 2018 Operating Expense data for this group of 4 projects:

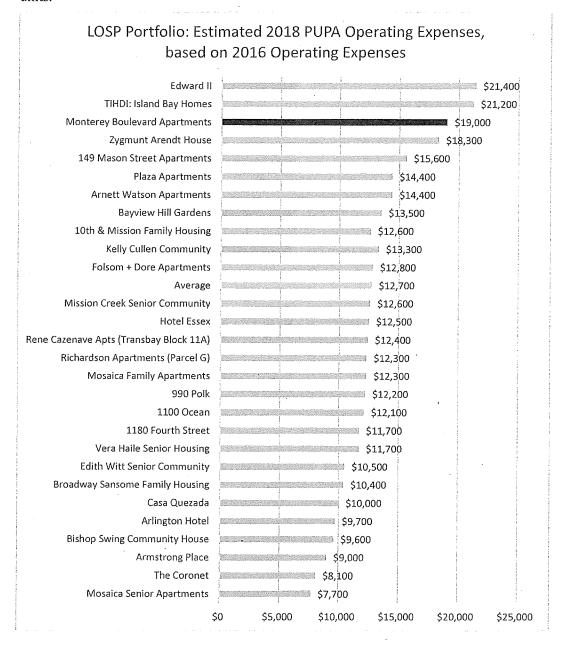


Based on the above analysis of projects of comparable size and housing program, the proposed total operating expenses for 2018 is also comparable.

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#### 2018 Operating Expenses vs LOSP Portfolio:

When compared to the LOSP portfolio on a per unit basis, the project appears among the most expensive. However, given the impact of the very small size of the project on the PUPA calculations, this is not surprising. There are only 2 other projects with 30 units or fewer among the portfolio of LOSP projects, which shows an average project size of 95 units.



#### 2018 LOSP Subsidy PUPA vs LOSP Portfolio:

Given the small size of the project, it is difficult to find comparable LOSP projects. Six other projects were chosen to use for comparison, either because of the small overall project size, or the small number of LOSP units.

Loan Committee Date: May 4, 2018

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	LOSP PUPA -			10 (10)
Project Name	2018	Total Units	LOSP Units	Target Population
Edward II	\$21,302	25	24	TAY
				Families, Seniors
1100 Ocean	\$19,921	71	19	and TAY
Zygmunt Arendt House	\$19,131	47	30	Seniors
Monterey Boulevard Apartments	\$18,106	. 4	4	Families
Average for LOSP Subsidy PUPA -				
7 LOSP projects	\$14,900			
Casa Quezada	\$11,785	52	. 52	Families
Vera Haile Senior Housing	\$8,219	90	3	Seniors
Mosaica Senior Apartments	\$5,837	24	11	Seniors

While the range of LOSP Subsidy PUPA varies significantly, the Project is not among the highest, and only slightly above the average.

#### 2018 Operating Budget - Detailed Analysis

## 2.3.1 Income

Tenant Rents: in 2016, monthly tenant rent contributions averaged \$135, ranging from \$23 to \$370. The 2018 budget projects a total of \$9,744 in annual rent, which is the equivalent of just over \$200 per household per month.

<u>Income – Other:</u> Laundry and vending is projected to generate an additional \$500.

Income – Local Operating Subsidy: Given the low income of the households, the LOSP subsidy will serve as the project's main source of income, starting at roughly \$72,500 per year. S+C subsidy funding for 2017 was reported to be \$64,000, so the 2018 LOSP subsidy amount represents an increase in revenue subsidy of 13%; the increase is primarily a reflection of the need to make operating reserve deposits, see below. The LOSP subsidy per unit per month in year 1 averages \$1,509; when added to tenant rent, the income per unit is the equivalent of a max rent at 60% unadjusted AMI.

<u>Vacancy</u>: Assuming 5% vacancy results in just under \$500 per year, which is slightly conservative compared to recent trends at the project: the 5-year average for vacancy was 2%, with 0% reported for the past 3 years.

#### 2.3.2 Operating Expenses:

The budget proposes a total of \$76,126 in 2018 operating expenses. Total operating expenses for 2016 was \$67,119; the draft 2017 AMR reports operating expenses of \$74,138. Until 2016, the average annual increase in operating expenses was 5.6%, with year-to-year variation ranging widely from -22% to +60%. The large differences in percentage is not surprising given the small size of the project and budget.

Management Fees. Proposed at \$5,100, the same amount as in 2016 and 2017.

Asset Management Fee. Proposed at \$5,202, a 4% increase from 2017.

Salaries and Benefits. Proposed at \$4,212. Only \$2,200 was reported in the 2017 draft report, and the 5-year average is \$2,946. The amount proposed for 2018 is a 43% increase, but is fairly small in amount, and only \$300 more than the highest amount reported in 2014.

Loan Committee Date: May 4, 2018

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Administration. Proposed at \$15,126, less than the \$17,360 in the draft 2017 AMR, but substantially more than the 5-year average through 2017 of \$9,792. Legal expenses increased significantly to \$12,554 in 2017, and in 2018 are budgeted at 10,000, well over the 5-year average of \$3,083, but only 15% more than the previously-reported max of \$8,474.

<u>Utilities</u>: Proposed at \$16,635, 18% more than the amount reported in the draft 2017 AMR, and an 8% increase compared to the 5yr average of \$15,348. Utility expenses appear to be trending upward across the portfolio in the past 3 years so this increase seems appropriate.

<u>Taxes</u>: Taxes were proposed at \$328, increased per MOHCD's suggestion to use the 5-year average of \$641.

<u>Insurance</u>: Proposed at \$2,138, a 1% increase from the draft 2017 amount, and 5% less than the 5-year average.

Maintenance and Repair: Proposed at \$27,072, which represents a 9% reduction from the 2017 draft amount, and a 13% reduction from the 5-year average. The underlying line item for which the largest reduction is projected is Contracts: \$11,605 is 33% less than the amount in the 2017 draft, and just less than half of the 5-year average of \$22,530, but still larger than the low of \$8,906 reported in 2015.

Replacement Reserve Deposits: Proposed to continue depositing \$3,600, as required by MOHCD.

Operating Reserve Deposits: The Operating Reserve balance is quite low, with less than 3% of prior year expenses including debt service and required reserve deposits; to gradually replenish the OR, the project proposes to deposit \$2,455 annually for most of the next 20 years.

Debt Service. The project has no hard debt.

<u>Partnership Management and Investor Services Fees:</u> There is no LIHTC investor, and there are no proposed fees other than the above the line Mgt & AM Fees described above.

#### 2.4 20-Year Cash Flow.

The attached 20 Year Cash Flow Projection assumes standard escalation of 1% for tenant rents, 2.5% for other income, and 3.5% for expense items except Insurance, which is escalated at 5%, consistent with the 5-year historical trend, and Contracts, which escalates at 10%, which is acceptable in light of the low amount used for the 2018 projection (see above).

#### 3 SUPPORT SERVICES EVALUTION

#### 3.1 Services Narrative

#### Overview:

The supportive service provider most recently under contract for this project with HSH was HealthRight360. HR360 employs Care Coordinators with backgrounds in clinical therapy to provide the services for the project's families. During FY 16-17, the assigned HealthRight360 social worker transitioned out of the role. This transition afforded HSH an opportunity to re-evaluate the services for this project. Because prior HR360 staff had limited supportive housing experience, it was determined that HR360's staffing model was not a good fit for this project. The project also has a small budget, which poses a challenge in identifying other viable third party contractors. As a result, HSH concluded that it would be most efficient to use internal resources and was able to allocate its own Shelter Plus Care Social Workers to meet the supportive service needs of the families.

Loan Committee Date: May 4, 2018

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The project currently has two Shelter Plus Care workers working with the families residing at the project who provide assistance, not limited to, the following: benefits advocacy and assistance, referrals to resources in the community, and conflict resolution. The support provided by this team has been beneficial to working towards stability with the residents, and they will be an integral part of the transition to the Local Operating Subsidy Program.

Due to this, HSH will not need a project-specific Services budget for this project during FY 18-19. If HSH later determines that it is better to use a third-party service provider, HSH will allocate service \$ in the budget and use the standard approach required for third-party contracting.

At any time a family vacates their unit, a new family will be placed through the Coordinated Entry Process, which identifies high needs families for permanent supportive housing, so continued services for this project will be necessary.

3.2 Services Budget – N/A, Supportive Services Staffing provided directly by HSH staff, see explanation above.

#### CONCLUSION

Staff recommends approval of the LOSP operating subsidy funding request.

# **RECOMMENDED CONDITIONS CONCLUSION**None

#### LOAN COMMITTEE MODIFICATIONS

Evaluation of Request for LOSP Contract Monterey Boulevard Apartments, 403 Monterey Street Loan Committee Date: May 4, 2018 Page 10 of 15

# LOAN COMMITTEE RECOMMENDATION

Approval indic	ates approval with	nodifications, when	n so deter	mined by the Committee.
[ 4] / APPR	OVE. [ ]	DISAPPROVE.	[ ]	TAKE NO ACTION.
Kate Hartley, I	J.J.A.	7		Date: 5/4/18
		Community Develop	ment	
[L] APPR	OVE. [ ]	DISAPPROVE.	[ ]	TAKE NO ACTION.
	Deputy Director for	or Programs Supportive Housing	,	Date: <u>5-4-18</u>
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[ 4 APPR	OVE. [ ]	DISAPPROVE.	[ ]	TAKE NO ACTION.
Gills	Derk	_		Date: 5-4-18
Nadia Sesay, I				
Office of Com	munity investment	and Infrastructure		
Attachments:	A. LOSP Program B. 1st Year Opera C. 20-year Opera D. LOSP Fundin	nting Budget uting Pro Forma		

#### **Attachment A: LOSP Program Description**

As part of the City and County of San Francisco's effort to address the needs of the growing homeless population, the City has prioritized the development of non-profit owned and operated permanent supportive housing for formerly homeless individuals and families. While capital financing can be leveraged for this population, stakeholders realized these units cannot be feasibly operated at the scale needed if they rely solely on scarce federal or state operating subsidies.

In June 2004, the City launched its *Ten Year Plan to Abolish Chronic Homelessness* (the 2004 10-Year Plan), a multifaceted approach that included a locally funded operating subsidy as a key element and established the Local Operating Subsidy Program (LOSP) in 2006 to support the creation of permanent supportive housing at a large scale. The operating subsidy leverages capital financing by integrating homeless units into Low Income Housing Tax Credit projects without burdening them with operating deficits. LOSP was created by the Mayor's Office of Housing and Community Development (MOHCD) in partnership with the Department of Public Health (DPH) and the Human Services Agency (HSA).

On July 1, 2016, the City's diverse programs addressing homelessness were brought under the new Department of Homelessness and Supportive Housing (HSH), which combines key homeless-serving programs and contracts previously located across several City departments. The new department consolidates the functions of DPH Direct Access to Housing (DAH) and HSA Housing & Homeless programs. San Francisco is developing a Coordinated Entry System (CES) for all homeless populations to best match households to the appropriate intervention and ensure those with the highest needs are prioritized.

Through 15-year grant agreements with MOHCD, which are subject to annual appropriations by the Board of Supervisors, LOSP pays the difference between the cost of operating housing for homeless persons and all other sources of operating revenue for a given project, such as tenant rental payments, commercial space lease payments, or other operating subsidies. HSH refers homeless applicants to the housing units as well as provides services funding to the projects under a separate contract.

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# Attachment B: 1st Year Operating Budget

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TOTAL OPERATION EXPENSES  RESERVATION AND LESS BEST READBOOM Fires  GOOD LESS BEST FORT  GOOD	0 0 1500 2,455 2,455 0 0 0 0,000 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	76,724	PUPA: 1972  Provide Additional comments here if needed    Provide Additional comments here if needed
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TOTAL OPERATION EXPENSES  RESERVICIONE DE LA REALIZACIÓN FLOS  RESERVICION DE LA REALIZACIÓN FLOS  RESERVICION DE LA REALIZACIÓN FLOS  RESERVICION DE LA REALIZACIÓN FLOS  SUB-LOS REALIZACIÓN FLOS  SUB-LOS REALIZACIÓN FLOS  SUB-LOS REALIZACIÓN FLOS  SUB-LOS REALIZACIÓN FLOS  TOTAL OPERATION DEPENSES (PRESENCE)  RESERVICIONES EXPENSES (PRESENCE)  DEST SERVICIONES EXPENSES (PRESENCE)  DEST SERVICIONES TARRESTOS DA PORTUGADO DE LA REALIZACIÓN DEL REALIZACIÓN DE LA REALIZACIÓN DEL REALIZACIÓN DEL REALIZACIÓN DE LA REALIZACIÓN DEL REALIZACIÓN	0 0 3,600 2,455 0 0 0 0,055 82,183 8	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	76,724	PUPAL 19.812    Provide Addition Scottmarks have all and did   Part of purply all operating appears
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TOTAL OPERATION EXPENSES  RESERVICIONES DE LA REALIZACIÓN DEL REALIZACIÓN DEL REALIZACIÓN DE LA REALIZACIÓN DEL REALIZACIÓN	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	76,176  0  2 3000  2 5000  6,811  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	PUPAL 19.812    Provide Additional Comments have disheded
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TOTAL OPERATION EXPENSES  RESERVICIONEME DATA BASE RESPONDED For a CONTROLLAR STATE OF THE CONTROLLAR	0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0		76,176  0  1 200  2 200  6 6 7 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	PUPAL 19.812    Provide Additional Comments have disheded
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Loan Committee Date: May 4, 2018 Page 14 of 15

# Attachment C: 20-year Operating Proforma

Monterey Boulevard Apartments	LOSP	tion LOSP										
Total # Units	E/ Units 4 4 10000	Q.			Year 1 2018		Γ	Year 2 2019		Γ	Year 3 7020	
eicot/E		evone & le	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	non- LOSP	Total	LOSP	non- LOSP	Total
Residental - Tenant Rents Residental - Tenant Assistance Payments (Non-LOSP)	101	2.5%		0 744	-	0741	9 5-11		8411	2 9.40	- :	0.317
Residental - LOSP Terant Assistance Payments Commercial Space Residental Parking	n's n's 25%	25% 25%		72-475 SHUDHES PHOLOGISS	0.000.001/ esspierte 1766   386   959   90   90	72 475	75 771 (2007)45/005/00	STORESTATION OF STREET	75 771	79.373	EROSPHEED OF	79 31 3
Viscelaneous Rent Income Succome Service Income	25%	25%		- :		<u>:</u>			-		= ;	
Interest Income - Project Operations Laundry and Venting	25%	25%		473		499	512	- :	512	521		574
Fansal Charges U scelaneous Residential Income Other Commercial Income	25% 25%	2 5% 2 5% 2 5%		Juneary of transplay	medicino de como		dillombrowater	akonomina Ve	÷	Vennesuueraviii	meetkiiiittaan	
Windrawal from Capitatard Reserve (deposit to operating account)	n/a	r/a	Lank Part Resorve Section before as sept-cable			62,641	81.124	-	E6.124	19,777		63,777
Gross Potential incom  Vacancy Loss - Residential - Tenani Rents  Vacancy Loss - Residential - Tenani Assistance Payments	rı'a	ry'a rv'a	Entertament perseverant outly and homesty perseverant	(137)		(437)	(472)	÷	1422	(477)	Ė	(697)
Variancy Loss - Residental - Tenani Assistance Payments Vacancy Loss - Commercial  EFFECTIVE GROSS RICOLA	n'a n'a	T 1//3	Exprisor side	82,181	and autoPayon,	82,111	85,677	-	85,632	87,230	solo-Siferono	83,280
OPERATING EXPENSES Altanagement	1		In the price of school of period	T								
Usnscoment Fee Asset Usnsqement Fee Sub-total Management Expense	35%	3 5%	ser Voncopary	5 702 5 702		5 100 5 202 10 302	5 279 5 354 50.687	- :	5279 5274 10,653	5 441 5 573	:	5 403 5 573 11,034
Sabries/Baneitts '   Orice Sabries	35%	35%	I	10,302		4212	4 157		4359	4312		4512
Vanager's Salary Health Reprence and Other Benedia Other Salanes Benefits	35%	355		<u> </u>	<u>:</u>	- :		-	- :	÷		- :
Administrative Rent-Free Limi Sub-total Salaries/Benefit	35%	35%		4,212		4,212	4,150		4,259	4,612		4,512
Administration Advertising and Varketing	35%	35%		T					-			
Crice Expenses Crice Rent Legal Expense - Property	35% 35% 35%	35%		120		120	122		124	127		10712
Audit Expense Bookkepng/Accounting Services	35%	35% 35% 35%		1277		10 000 1.259 1 583	10 250 1,344 1,739		10.350 1.344 1.739	1.322	-	1.302 1.600 1.475
Uscetaneous	35%	35%		1377	- :	1,377	1.425 673 15,655		1,425 873 15,655	14/3 626		1.475 07-1 16,203
Sub-total Administration Expense Utilities Exercise	1 35%	35%		15,128		15,126 5 623	5 8 20		5 833	18,203		6.037
Executiv Water Gas	35%	35% 35% 35%		5 503 5 495		5 503 5 405	56% 54%		5 5 F 8 5 5 T 3	5 £ 25 5 £ 55		5 89-5 5 547
Sub-total Utilities Taxes and Licenses	35%	35%		14,635	:7	16,635	17,217	<u>;</u> _l	17217	17,820	<u>;</u> ]	17,020
Real Estate Taxes Fry, rod Taxes	35% 35%	35%		641	===	541	(5)	=:1	653	617	_:	637
VisceSpreous Taves Econses and Permits Sub-lobal Taxes and Licenses	3.5%	35%		641		- 611		_	653	647	:	- G17
Insurance Properly and Labity insurance Edelty Bond Insurance	3 5%	50% 35%		1 802	:1	1 802	7 622	. :1	1 522	1 937	=	1,987
Werker's Compensation Director's & Officers' Lightly Insurance	3 5% 3 5% 5 0%	3 5 % 5 0 %		335	:	336	353		351	370		370 2,157
Maintenance & Repair		1 265		2135	•	2,138	2,245		2,245	4 229		2,167 4 223
Pariel Supples Contracts	35% 35% 100%	35% 35%	***************************************	2519	= = = = = = = = = = = = = = = = = = = =	2 819	2918	-:-	2918	3 929 14 042		3 020
Garbage and Trash Removal Security Physiol Contract	35%	35% 35% 35%		3 500 250		11 605 3,500 250	3 62.) 259	÷	3 673 259	37#		3 743 263
HVAC Repars and Mantenance Vehicle and Mantenance Equipment Operation and Repars Uncellanceus Operating and Maintenance Expenses	35% 35% 35%	35%		4250		4%0	5 123		5 (2)	5 303	-:-	5,301
Sub-Iniai Maintanance & Rapair Espenses	35%	35%		4 250 27,072		27,012	5 123 23,774		5 (23 25,774	5 303		30,611
Supportire Services  Commercial Expenses  TOTAL OPERATRIC EXPENSES	J	400-07-000		74,126	Telephone Commence	76,126	eeelingkyyds	10,400,870,001	79,577	#3,275	222 (1877)	EJ 225
Reserves Oround Lease Sate Rentlation fees	)			74,725	•	18,032	79,577	٠,	13,377 Note Hidden co	estera una reale	riveen total col.	===2.22 a Teupdul
Ground Lease Base Rent Bond Nontoring Fee	}					- :	- :		:-	:-	-:	:
Reptacement Reserve Depost Operating Reserve Depost Order Required Reserve 1 Deposit Order Required Reserve 2 Deposit Order Required Reserve 2 Deposit	1			3 600 2 433	- :	3 600 2 455	3 600	- :	3 600 2 455	J 600 2 450	- 1	3 500 2 455
	1			-:	===		-:	-:1	- :			$=$ $\div$
Sub-total Reserver/Ground Lease Base Rent/Bond Fees TOTAL OPERATING EXPENSES for Reserver/GL Base Rent/ Bor	nd Fees)			E055	:	E,055	8,085 85,622		6,655 85,632	6,055 67,280	:	6,055 83,287
PUPA (a/Reserves/GL Base Rent Bond Fees) HET OPERATING SICOME (RICOME Inhaut OP EXPENSES)	,					20,545						
DEBT SERVICE/JUST PAY PAY/JEHTS [hard debt'/amortized to Hwd Osbi - Friz Lender	1		Environmenta di envia nomina di					1	War Hallen co	· · · · ·	4-ees 1224 00°.	mts to under
Hard Debt - Second Lender (HCO Program 0 42% pyint, or other 2nd Hard Debt - Third Lender (Other HCO Program, or other 3nd Lender) Hard Debt - Fourth Lender	Lender)		Enter commentaire service increase etc.		= :	:	-:			:_	- :	
Convercal Hard Debt Serve TOTAL HARD DEBT SERVICE			Enter comments in arrund knowskie etc	-congress tilbasser	pecondition		ng/sylvilligategan			,	-0 <sup>20</sup> 201-02601	≕
CASH FLOW (NO! minus DEBT SERVICE)  Ascessor of Commercal Surplus to LOPS non-LOSP (needed needed)						٠			٠,			•
USES OF CASH FLOW BELOW (This row also shows DSCR.)			DICR:			٠. ١			٠,		-	•
USES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL.  Below-the-line* Asset Digit fee (uncommon on new projects, see policy)	35%	35%	es NO-ICD pary	- 1	7			= $$	Es Hasen or	Uma ve noe	ween Etylasi.	roca To upda
Partnership Management Fee (see policy for irrita)  hivestor Senice Fee (stall*LP Asset Mot Fee*) (see policy for limbs)  Othar Payments	3377	etiles augusti	in nouchbracks aming success	- :	===	= :				-:	- :	
Hon-amortong Loan Front - Lender 1			Erte comercia la arrual norsule es. Erte comercia la arrual escuale es:	:	- :	- :		- :		- ;		
Defened Developer Fee (Enter and xx Max Fee from row 131) TOTAL PAYMENTS PRECEDING MOHOD		,										
RESIDUAL RECEIPTS (CASH FLOY/ minus PAYMENTS PRECED) Does Project have a MOHCO Residual Recept Obligation?	на монс	D) Yes (			•	•		٠	•		•	•
Will Project Dafer Developer Fee? Residual Receipts spit for all years - Lendon Dwner		67%/33%	•									
		Dat Son		Max Deferred Deve Euro Deferred Dev	toper Fee Art. eloper Fee							
MOHOD RESIDUAL RECEIPTS DEBT SERVICE	,	Debt Loans	THE TOP IS DISTRIBUTED AND THE COLUMN TO SERVICE OF SER		. г			Г			Г	
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NON-MONCO RESIDUAL RECEIPTS DEBT SERVICE			Replayment		L	<u>_</u>		L			Ŀ	
HCD Residual Nece pts Amount Due		0.00%	ofice Faurice)		E			E	====		E	$= \exists$
Lender S Residual Recepts Due Total Mon-HONCO Residual Receipts Debt Service		0 00%			L	—÷-		L	<u>:</u> -J		L	<u>:</u> -
REMAINDER (Should be zero unless there are distributions below)					_			_			-	
Oaner Datrbutons/roenthe Danagement Fae Other Ostrbutons/Uses Final Balance (should be zero)		ŀ			t			E			E	≓
REFLACEMENT RESERVE - RUNINDIG BALANCE RECIZEMENT RESERVE STATES BALANCE	1	r			-	116 207		r	119,882		г	123 482
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Operating Reserve interest OR Running Balance	١,	] 	a 'S of Pror Yr Op Esps + Debt Service		L	2,455		L	4,510		. [	7,365 4 6%
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Final Color	2023							Year 4	···		Ur.in	4	Total # Units
Second				- 1	2022				1		200%	102 00%	
Bander   10   10   10   10   10   10   10   1		non-l					Total			Comments (related to sensual inc assumptions)	% annust increase	% zonusi Inc LOSP	<b>I</b>
Proceedings		Accession Co.			-	-					r/a	Na	oul - Teruni Rents Ind - Teruni Assubnoe Payments (Non-LOSP)
Passed State   1975	-:-	3350000	ender/Angle		MONTH CONTROL	1934/Seppoden		SSEARCH SERVICE	and the state		25% 25%	n/a 25%	
The content of the		=		二計					- :		25%	25%	ne Services acome
Section   Continues   Contin	===		585	551		55r	533	-:	335		25%	25%	and Vending Charges
Processing   Process   P	Taken property	00000772	9015C (\$150.00)	===	Water Street	SPECTOR SPECIAL PROPERTY.		c/Repressible	ali Albania	UK IN REMIETATION (# 20. EU	25%	r/a	ommercal Income
Prince   P	102		102,077	97,735		97,738	93,643	<del></del>	93,643				
### STANDER   315   316   464   549   540	. 101	Ogwert)	-		AND THE PROPERTY.	municipality		PROPERTY AND ADDRESS.	merappinaron.	ostoj armal kolenastrgusustjent sprigrase	n/a n/3	n/a Na	Loss - Residential - Tenant Assistance Payments
Magnetic   1	. ,		101,030		-	22,227	22,711		22,141				TWO EXPENSES
Substitution (1997)  Control Service (1997)  Control S	. 6			5 852				- :		uresia			mani Fee prioring of Fee
Comment   Comm			12,231	11,122		11,822			11,422				Sub-lotal Management Expenses Menefits
Comment   Comm			5001	4,633	===	1833	4670		4 570		35% 35%	35%	
Middle States	旦			=:	_ ===						3 5%		raise Rent-Free Unit
150   151			<del></del>	7		: 1			-		35%	35%	stration
## 1450   1450	- 11			•				-:			35%	35%	penses ent
State			1 511	1,491 1 925	•	1.421	1,440		1,440		35%	35%	pense prog/Accounting Services
Section   Sect	17	-	772	1580 748		1,500	1,527	$\vdash \exists$	1,527		35%		reous
Secretary Control Cont	- 1 6		6 6 54	8 497		6 497	6749	·	6 2 19		35%	35%	
Transport   State	- 6 - 6		0.15 0.123	8 307	===	6 315 6 307	6101 6094		1013		35%	35%	
TOTAL FACE AND PROSESSES AND P	19.				1								nd i Icenses
1999   1999			761	736	÷	735	711		-:-		35% 35%	35%	SICS VOIR TRUES LEGGISS and Ferrits
Tenders And Library Research								<u>-</u>					Sub-lotal Taxes and Licenses
Proceedings   Sept.	2		2,300	2190	$= \exists$	2 / 00	2055		2015		35% 35%	35%	and Liabity insurance and insurance
### ACCOUNTS OF THE PROPERTY O	- 2		129 2,729	403 2,599			359 2,475	_ ===	352		5 0%		s & Officers' Liabsty Insurance Sub-total Insurance
15	: 4		4612			4530					35%	35%	ance & Repair
### 15   14   15   15   15   15   15   15	- 13	=	18 C20 4 157	16 691		16991	15.448 3.831		15445		100%	355	and Trash Removal
March Service			297	297		227	277		277	AL CAMP	35%	35%	egists and Dartenance
Separation   Services   35   35   35   35   35   35   35   3	37.		3 879 37,000	5 640 34,740		3 630 34,740	5.455 32,555	$= \pm 1$	5.413 32,595				Hours Operating and Maintenance Expenses Sub-total Naintenance & Repair Expenses
TOTAL OF EXPENSION   19.48	20010000	30903035	wowsersorier		yalangsi Mande	9580055;195900	- :	Nitrigitatip () O	pupi kalendessi		35%	35%	Ye Services
	· 55,		95,510	31,176	•	91,174	87,015	-	27,015				DPERATING EXPENSES PUPA (with Reserves/GL Base Rent/Bond Fees)
1.00   3.00				tiple cells	ory scoure of	tatern day	public restricts	tjefowaris ra	Carele Abyres		J		sRiround Lease Base RentBond Fees
1.00   1.00	- 3 - 2								2 600 2 455				nent Reserve Deposit rooms or remaining management of the
School Reserve Minimum Lease Base Reserve Minimum Part Section (Part)  FURA of PERSISTS (or Reserve SLDL Base Reserve Sub Green)  FURA of Reserve SLDL Base Reserve Sub Base Reserve Sub Green)  FURA of Reserve SLDL Base Reserve Sub Base Reserve Sub Green)  FURA of Reserve SLDL Base Reserve Sub B				-									quired Reserve 1 Deposit quired Reserve 2 Deposit
FUEL OF RECOVERED LEASE RECEDIOR FEEDS EET OF RECOVERATION OF CORP. DESCRIPTION OF EAR PORTS OF THE PROPERTY O					;						[		Sub-total Reserves/Ground Leave Bare RenVB and Fees
PERT SERVICEMENT FANT PAYABOTH (Fasted deligned)  VERY SECOND CORP. From Control of Cont	- 101,		101,565	37,231	-	27,231	53,141	•	93,141			Fees)	PERATRIC EXPENSES (W RESERVE IN L. Baxe Reny Bon- PUPA (M RESERVE III BAXE REN) BONG FEES)
MID-DEC-Second Lender (Policy Deposition 12-15 pages of other 2015 pages of the 20				tpie cets	2/310031177	Interpretation	entre estate	heyberteit um	etsekete sakere e	THE CONTRACTOR STORES OF THE		ns)	ERVICETAUST PAY PAYMENTS [hard debt/smortized to:
ASSESSMENT COMMON PLANT DEPT SERVICE  ASSESSMENT COMMON DEPT S						- : -			-	inter commentare annual increase, etc.		inder)	d - Second Lender (HCD Program 0 41% pyrid or other 2nd L d - Third Lender (Other HCD Program, or other 3rd Lender)
ASA FLOW WORLD MAJOR DEST SERVICES  ANALARIA CASH FLOW  SEE OF GASH FLOW SELOW (Plans which shown DECS)  DOCK.  WINDOWS SEE OF GASH FLOW SELOW (Plans which shown DECS)  DOCK.  WINDOWS SEE OF GASH FLOW SELOW (Plans which shown DECS)  DOCK.  WINDOWS SEE OF GASH FLOW SELOW (Plans which shown DECS)  DOCK.  WINDOWS SEE OF GASH FLOW SELOW (Plans SEE OF GASH FLOW SELOW)  DOCK.  WINDOWS SEE OF GASH FLOW SELOW (Plans SEE OF GASH FLOW SELOW)  DECOMMENDED SEED SEE OF GASH FLOW SELOW SEL	09200000	300000	opinanioni	_	(5°/50°13°12000)	organica d		0200000000	decessor and	rie connective ental respue etc.	[		X-Fourth Lender
ANALES CASH FLOW (This park alter the type DSCR)  SET TAIN FRECEDES (MOVED BIRT SERVICE WARTERAL)  BENDRICH ASHE Use the unique common new projects are pools) 33% 35% as DOCCO park  The park of the		,					: ,						OV (HOI minus DEBT SERVICE)
Second-but Asked by Exercises Asked by Exercises Asked by San	<del></del>		÷'	٠. ١			٠. ٢			DSCR:		-aj	
INSIGNO SPOKE FEE (IAS 12P ASSET LIGHT CET) [DEED POKE (FEE INSIGNATION)   THE PORT OF THE				tple calls	3m2 800011 mil	interprise	guiste each cel	) prowers ma	etselete values	er UCHCD saley	35%	35%	HAT PRECEDE MONCO DEBT SERVICE IN WATERFALL Line" Asset Upt for (uncommon in new projects, see policy)
Sink-interrol (and Print Lander) To an analysis of the Community (and Print Lander) To an analysis (and Print Lander) To an analysis (and Print Lander) To	===		- :	==	= = =					er MOHEO Edicy no amusi increase	serentilitan :	335	Service Fee (a)ta "LP Asset Mot Fee") (see policy for Imits)
TOTAL PAYMENTS PRECEDION DONCO ESBOUAL RECEPTS (CASH FLOW) INVIDENT PRECEDION MONCO) PASE Project bons a MONCO Residual Recept Oxigonon	===		- :		- :	-:		= :		rier comments no armost manages etc.	-		rizing Loan Print - Lender 1
NON-CO-RESIDUAL RECEPTS DEBT SERVICE    Month											1		TOTAL PAYMENTS PRECEDING MOHED
ANONCO RESDUAL RECEPTS DEBT SERVICE  NONCO RESDUAL RECEPTS DEBT SERVICE  ONCO CRAINFAIR RECEPTS DEBT SERVICE  ONCO CRAINFA	-		-	•	•	•	-	•	-			3 MOHCD	ect have a MOHCO Residual Receipt Objection?
DONIO RESIDUAL RECEPTS DEST SERVICE  DOVIC CRasked Record Design Amount by Loan Reposition  Proposed INFOCR Design Amount by Loan Reposition  Proposed INFOCR DESIGNAR RECORD Amount by Loan Reposition  Loan  Loa											'55 / 33'55		et Defer Developer Fee? Receipts spit for all years - Lender/Owner
CIVICO Data skida Recepts A mount Date  Reposal EMICHE GRACKAN RECEPT A MERCENT BLOAN REPOSAL MARK  REPOSAL EMICHE GRACKAN RECEPT A MERCENT BLOAN REPOSAL OF COMMISSION OF											Art Soft	ſ	
Triposter   Total Option   Total O					Г			Г		COLLO LA POTES DA 4 G 61 20 COLL	100 00H	ľ	
A					F			F		reported Total MOHCO Ant Dot test Loan	- 6	- 1	ed MOHED Residual Rocepts Amount to Loan Repsyment ed MOHED Residual Recepts Amount to Residual Ground
CONTROL OF THE PROPERTY O	L				L			L.			ı		
TOD NON-ANDICO RESIDUA Receipts Dich Sarike					F			F		a HCD rAirer)	0.00%		Reschal Receipts Due
Service   Serv	L			-				_				-	Total Non-AIOHCO Residual Receipts Dabt Service
Tari O attroconsistes					г		<del></del> -	г					stributions/recentive Vanagement Fee
#\$26cerea Researe \$5.0470 \$2590ce 127,697 130,			•		E			t			È		ance (should be zero)
riscerters Reserve V/4hdranais (dealy ted in ChiA)	111,			130.092	Ę			F		. ****	F		EMENT RESERVE - RUNIDIO BALANCE TON Reserve Stating Batance
SPACEMENT RESERVE MOZER	3,0				þ		=	þ			ļ		ent Reserve Withdrawoli (deally ted to ChiA) Test Reserve Interest
RR Running Balance 194,925  RR Bahronitol 327,571 533,971	137,1 £3-(4				_			-		RR 84bnceVcl			RR Running Balance
FEATING RESERVE - RUNNing BALANCE         2,819           WOTHY RESERVE - STATE OF STATE	12.3				F		7,363 2,453	F			F		Reserve Stating Basince Reserve Stating Basince Reserve Deposits
PERIOD RESERVITATIONS  INSTRUMENTAL PROPERTY OF THE PROPERTY O					E			E			Ė		Reserve Interest
OR Running Balance 5,800 12,275 GR Salete as a Kid Prov Yr Op Eigs + Ocht Sence 11 0% 13 2% THER REQUIRED RESERVE 1. RUNNING BALANCE	14,7 15			12.275 13.2%			5,820 110%			% of Prior Yr Op Exps • Ook! Service	84 <b>4-29</b> 41	o	OR Running Balance
The Floures   Stuting Stuting Colored				=:	Е		==	Е			E		serve 1 Staring Batance serve 1 Deposits
The Resove I Visionana's Phi Resove I Internit Other Required Resorve I Rusning Balance					E		彐	E			6		sone I Withdrawa's
THER RESERVE 2 - RUNNING BALANCE					_			r		·	r		ESERVE 2 - RUNNING BALANCE
27cer Resears 2 Starting Balance					F			F			E		iene ZVIII ogavas (
													Other Required Reserve 2 Running Batance

Monterey Boulevard Apartments	LDSP	Nan-LOSP										
Total # Units	; Units	Units Ø		Γ	Year 7			Year 8 2025			Year 9 2026	
N(COIÆ	% annua	% annual	Comments (related to annual inc assumptions)	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residential - Tenani Rents Residential - Tenani Assistance Payments (Non-LOSP) Residential - LOSP-Tenani Assistance Payments	1 0% rva	25h n/a		10 343		10 341	10 447	- :	10 447	10 551		1055
Residental - COSP Tenard Assistance Payments Commercial Space Residental Parking	1/a 1/3 2 5 %	25%		95 739	HOUSE SHOWN	95759	A00 572	2018007712000	160 529	(03 463	AND PROPERTY.	165.60
L'acelaneous Rent Income Supporter Services Income	25% 25%	25%			- :			-		-		- :
Micrest Income - Project Operations Laundry and Vending	25% 25% 25%	25% 25%		579	÷	579	527		573	601		60
Tenant Charges  Visce areous Resident at Income  Other Commercial Income	25%	25% 25%		Veterotometro	o produktena naka		-pomencial space	vius hrancovojess		Process and the	AMERICA PROPERTY.	:
Windrawal from Captaized Reserve (depost to operating account)  Gross Potential income	n/a	n'a	unk from Resident Section Edition, as applicable	104,641	L	105.681	111,563		111,562	118,764	<u> </u>	116.76
Varanty Loss - Residental - Tenant Rents Varanty Loss - Residental - Tenant Assistance Poyments Varanty Loss - Commercial	n/a n/a n/a	n3 n/4 n/3	Erfortamulas menusily per relevant UCH solicy, armud incomenting ususily not	(317)		(517)	(572)		(927)	1524		152
PERSONNELS CONTROLS  EFFECTIVE GROSS PICOME OPERATING EXPENSES	1 7/3	L V.3	September 199	108,164	Avorra/Japanos.	105,164	111,047	CONTRACTOR OF THE PARTY OF THE	111,047	116,237	manage continues	116,23
Management	T	T	Tell feet to be sed eccentricy to HIJD	r	ı ı				5 453			
Junagement Fee Asset Management Fee Sub-total Management Expenses	35%	35%	er vo-copery	6 259 6 395 12,664		0 209 0 395 12 654	6 453 6 613 13,101		5.453 5.516 13,107	6 716 6 530		6 0 5 5 13.544
Sabries Benefits Once Sabres	35%	35%		5 178		5 178	5 359		5 359	5 545		5 545
Wason's Skiay Heath Insurance and Otter Benefits Other Salves-Benefits	35% 36% 36%	35%				- :				<u> </u>		
Administrative Rem-Free Unit Sub-total Sataties/Benefits	3 5 15	35%		5,174		3,178	5,310	لب	5,259	8,546		5,541
Administration Agretang and Marketng Ofice Expenses	35%	35%		- 149		143	150	•	153	. 153		152
	35%	35%		12 293	- :	12 293	12723		12 723	12 183	= :	12 16
Legal Essense - Property Audt Espense Egal-keeping/Accounting Services	3 5%	35%		1,527 Z 045	-	1.597 2.095	2137	- :	1.663 2.137	2 212	:	1,711
Rad Datrs Macelaneous Sub-total Administration Espenses	35%	35%		777		1 693 799 18 534	1.752 827 19,244	_===	1,752 827 13,244	1.813 856 17.918		1.613 654 19,518
Utilities Electricity	35%	35%		6 22.5		6 928 }	7,171		7.171	1422		7,422 7,245
Water G11	35%	35%		6 745 6 754		8.765 8.755	7,001 6 222	- :	7 001 6 992	7.243 7.237	÷	724
Sener Sub-total Utulities Taxes and Licensex	35%	35%	h,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	70,443		20,419	21,164		21,164	21,905		21,595
Real Euste Tares Parrol Taxes	35%	355 355		783	-:-	723	816	- :	816	241		<u>.</u>
[V,scetaneous Taxes Licenses and Permits Sub-total Taxes and Licenses Insurance	35%	35%		788	:-	715	810	<del>:</del> -I	675	-		<del>-</del>
Property and Liabity Insurance Fidelry Bond Insurance	35% 35%	5 0% 3 5%		2415	- :	2415	2533	- : 1	2535	2 1.12	:	2662
Worker's Companyation Director's & Officers' Labitry insurance Sub-total insurance	35% 50%	3.5% 5.0%		250 2,855		450 2 863	- 473 2004		473	- - - - - - - - - - - - - - - - - - -		478 3,159
Maintanance & Repair Payret	35%	35%		4 451	· ·	4653	5023		5,000	5 199		5 199
Supplies  Contracts  Contracts	3 5% 10 0%	100%		3 455 20 559		3 425 20 559	3 587 22 415		3 587 22 815	24 876		3 712 24 678
Garbage and Trash Removal Security Peyrol/Contract HyAC Repairs and Italienturice	35%	35% 35% 36%		4 302 307		4 302 207	318		4 453	753		323
Vehicle and Mantenance Equipment Operation and Regars Macetaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	35%	35% -35%		8 683	-:	6,015	6 223	-:-	5794	6518	-:-	đ 515
Sub-lotal Maintenance & Repair Expenses Supportive Services	35%	35%		39,572	· · ·	19,572	42,293	<del>.</del>	42,293	45,247	· 1	41,241
Commercial Expenses TOTAL OPERATRIG EXPENSES		Section 1995		100,109	3903860383	100,100	104,992	genete promi	104,992	(10,182		110,102
PUPA (w/o Reserves/GL Base Rem/Bond Fees) Reserves/Ground Lease Base Ren/Bond Fees				,,,,,,,,,,	_	100,103	74,442		101,332	*******		,,,,,,,
Ground Lease Base Rent Bond Mantoring Fee	1	. !			:	-:-		-:-	-:		:	
Replacement Reserve Deposit  Containing Reserve Deposit  Contain Required Reserve 1 Deposit				2 455	-:	3,600 2,455	2 435	===	3.600 2.455	3 422		3 200 2 455
Other Required Reserve 2 Deposit Required Reserve Deposit's Commercial				:	- :	- :	:	- :		-:	-:1	
Sub-total Reservas/Ground Lease Base Ren/Bond Fees TOTAL OPERATING EXPENSES for Reservas/GL Base Ren/ Bon-	d Fees)			0,055	:	6,035 102,164	#,05% 111,047	:	6,055 111,047	4,055 118,237	:	6,055 116,237
PUPA (w/ Reserves TS), Base Rent Bord Fees) NET OPERATING INCOME (INCOME minus OP EXPENSES)								-				
DEBT SERVICE/MIST PAY PAYMENTS ("hard debt"/amortized in Hard Debt - First Lander		-	Edward e endroms de				1					
Hard Debt - Second Lender (HCD Program 0-42% gypt, or other 3nd L Hard Debt - Third Lender (Other HCD Program, or other 3nd Lender) Hard Debt - Fourth Lender	eraen,	- [	Eriber comments ris, amusé monastas, etc. Eriber comments ris, amusé monasta, etc. Eriber comments ris, amusé monasta, etc.	===			===					==
Commercial Hard Debt Service TOTAL HARD DEBT SERVICE		l		recolereres	20/2004/2004	:1	pagoord (Contra	Articographics		SIZOWAYAHAN		:
CASH FLOW (NO) minus DEBT SERVICE)  Aleczion of Commercial Surplus to LOPS hon-LOSP (residual reco	me)		ſ	1				<del>-</del>		•	<del>.</del>	•
USES OF CASH FLOW BELOW (This row also shows DSCR.)			DICA:				•		•	•	•	•
USES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL "Bebw-Te-the" Asset ligities (uncommon in few projects, see policy) Partnership Management Fee (see policy for limits)	35%		er VO+CO palcy	:-			-:-	:-		<del>-</del> :	-:1	
In estar Service Fee (ska "LP Asset Ugt Fee") (see policy for limits)  Direct Payments		15/39/00/04/05	er NOHCO policy no arrust increase	- :			- :	-		:	- :	
Non-amorizing Loan Privat - Lender 1 Non-amorizing Loan Privat - Lender 2 Deterred Developer Fee (Enter unit <= Uux Fae Irom mw (21)			Enter comments no annual moreuse etc.  Color comments no annual moreuse, etc.		===		_:				===	
TOTAL PAYMENTS PRECEDING MONCO			L	<u> </u>								
RESIDUAL RECEIPTS (CASH FLOY minus PAYMENTS PRECEOD Does Project have a MOHCO Residual Recept Obligation?	AG MOHES	Yes	~		•	•	•	•	•	-	•	•
Wa Project Defer Developer Fee? Residual Receipta spot for all years Lender/Dwifer		Ho 67%/133%										
		Dat Scil										
MOHCO RESIDUAL RECEIPTS DEBT SERVICE AOHCO Rosdual Receipts Amount Dua			our and more constructions of the construction		Г			٦			Г	
Fraposed MOHCD Residual Recepts Amount to Loan Repsyment Fraposed MCHCD Residual Recepts Amount to Residual Ground		L	Trapped Total VOHCO Art Dutless Loan		F			F	= $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$ $=$		F	:
fase	.	ŀ	Replayment .		L			L			L	
HON-MOHOD RESIDUAL RECEIPTS DEBT SERVICE FICE HESOUR RECEIS Arrand Dise Lender & Residual Receips Due Lender 5 Residual Receips Due		0 00% 0 00% 0 00%	and Frances		Е	<u>:</u>		Е	:		E	
Total Non-MOHCD Residual Receipts Debt Service	1	0.00%			L	<del></del> -		L	— <u></u>		L	
REMABIDER (Should be zero unless there are distributions below)					_			_			-	- : .
Owner Distributions/Incentive Warragement Fee Other Distributions Uses Figal Bislance (should be zero)		ŀ			E	≕	*	E			E	
DEDI ACEMENT DETERME DIMINIO DAI ANCE		г			г	137,532		г	141,482		r	145 0#2
Replacement Reserve Stating Estates Replacement Reserve Deposis Registerment Reserve Windowskis (draily ted to CIIA)		E			E	3,600		E	3.662		E	3,653
Replacement Reserve Interest RR Russning Balance		E	RR Balance Uni			141,482 \$35 371		Ĺ	145,092 \$36,271		E	141(582 \$37,171
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Stating Balance		г	, , , , , , , , , , , , , , , , , , ,		Г	14,730		Г	17,185		r	19.640
Operating Reserve Deposits Operating Reserve Withdrawals		Ę			E	2,455		E	2,455		E	2,455
Operating Reserve Interest OR Russing Balance	o	L RBsisrce 41	a 1% of Prior Yr Cip Exps + Dich Service		L	17,185		L	\$9,640 18.5%		L	22,035 19 9%
OTHER REQUIRED RESERVE 1 - RUHNING BALANCE OTHER RESERVE 1 Stating Butunce OTHER RESERVE 1 Deposits	·	E									Е	
Other Reserve 1 Deposits Other Reserve 1 V/Undrawala Other Reserve 1 Interest		F			E			E			F	==
Other Required Reserve I Running Balance		L										
OTHER RESERVE 2 - RUNINNO BALANCE OTHER RESERVE 2 STATUS BRUNCE OTHER RESERVE 2 OPPOSES OTHER RESERVE 2 Withdrawa'S		F			F	-:		F	===		F	_ :-
Other Reserve 2 strains 1		Ē			E			E			E	
Other Required Reserve 2 Running Balance						-			•			•

Monterey Boulevard Apartments	LOSP	1ion-LOSE										
Tolai # Units.	100 00	Ur.ts		<u> </u>	Year 10 2027			Year 11 2028			Year 12 2029	
PICONS		al % annua	Comments [related to annual inc arraymptions]	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Respensal - Tenant Rents Respensal - Legant Assistance Payments (Non-LOSP)	1 B%	25% rva		10 657		10 067	10 763	-	10 743	10 871	•	10 871
Residential - LOSP Tenani Assistance Payments Commercial Space Residential Parking	n/a n/a 256	25% 25%		111,010	SERVICE SERVICES	111 010	116 771	THE RESERVE	118 771	127 017	#0500000000000000000000000000000000000	122817
Urscetsneous Rent Income Supports Services Income	25% 25% 25%	25%					= ÷	:			:	- :
Interest Income - Project Operations Laundry and Vending Tenant Charges	25% 25% 25%	25% 25% 25%		623	-	623	533		639	655		655
Ungerlandous Residential Income Other Commercial Income	25%	25%		22000mes000	WARRING TO SERVICE OF THE SERVICE OF	-	809114pb;9994	32433805600	÷	Giarretestasta	CANDARAGE	
Windrawal from Capitalized Reserve (depost to operating account) Gross Potential income	r/3	N/a	una form forganise parties below, as amplicable	122,290	L .	122,290	173,174		123,174	134,443		134,443
Vacancy Loss - Residential - Terrant Rents Vacancy Loss - Residential - Yerant Assistance Payments Vacancy Loss - Certification Vacancy Loss - Certification	r/a	n/a n/a	Erner formulas manusily per relevant MCH colog. ernael incrementary analysis	(53)		(535)	(534)		(535)	(54)	- 1	(544)
OPERATRIC EXPENSES	I IVA	1 172	Spring ten	121,757	. Introduction of the last	121,757	127,635	Strategovernors	127,035	133,899	NO.L.Deli Gelossi	133,532
Abnagement Usregement Fee	35%	35%	litter bless score of piece	a 551	Γ	6 551	7,194		7.154	7.446		7,445
Aust Management Fee Sub-total Management Espenses	35%	35%	Per NOHCO topol	10,00		7 090 14,041	7,333		7,338 14,512	7.525	=	7.595 13,041
Salaries/Benefits Office Salaries	35%	35%	<u> </u>	5741		5 741	5941		5 941	6 147		6,149
Uprager's Sabry Health Interprise and Other Benefits Coher Sabres Genefits	35% 35%	35%	3	i i	H		:	÷				===
Administrative Rent-Free Und Sub-total Salaries/Benefits	35%	35%		5,741	<u> </u>	5,741	5,941	:	5,541	6,140		6,149
Administration Adventing and Marketing Office Expenses	35%	35%		161	-:	184	169	- :	169	173	-:1	175
Ofice Rent Legal Expense - Property Audit Expense	35%	35%		13 679		13 629	14 105		14,108	11600		14 600
Audit Expense Bookkeepna/Accounting Services Bad Debts	35% 35% 35%	35% 35% 35%	100 M	1,770 2,290 1,877		1,770 2,390 1,877	1 832 2 370 1 942	<u> </u>	1 632 2 370 1 542	1 59/ 2.43J 2.010		1 897 2 453 2 010
U scelaneous Sub-total Administration Expenses	35%	35%		8.5d 20,615		535 20,615	917		\$17 2(,337	\$42 22,034	$=$ $\vdots$	949 22,054
Utilities Exercisy	35%	35%		resi		7,681	7,950	-	7 650	8 229 E 034		5 258 8 00 4
Walty Gas Sener	35% 35% 35%	35% 35%		7.500		7,500 7,400 -	7,763 7,753		7,763 7,753	8024	-:1	8 014 8 024
Sub-total Utilities Taxes and Licenses				22,672		22,672	20,465	-	23,465	24,287		24,297
Real Estate Tarres Payma Talas Udcetaneous Tarras Licenses and Permits	35% 35% 35%	3.5% 3.5% 3.5%				574	- 100		904	935	===	935
Sub-lotal Taxes and Licentes				874	-	874	954	-	994	9.35	•	536
Frigery and Labity insurance Frietry Bond insurance Worker's Companisation	35% 35%	35% 35%		2.795	÷	2.765	2935		2,916	1052	-:-	3 092
Drector's & Oficers' Lubity insurance  Bub-total insurance	50%	50%		521 3,317	لت	521 3,317	547		\$47 3,483	373 3457		575 3,657
Maintenance & Repair Parcol	35%	35%		5 181	-	5,381	5 550 3 976		5.54R	5 764		5784
Supples Confracts Garbarje and Trash Remonal	10 DH			3 642 27 364 4 770		5,381 3,842 27,364 4,770	30 100		3.978 30.100 4.937	33 110	- 🔃	4,516 33,110 6,110
HVAC Repars and Mantenance	35%	35% 35% 35%		341	-:	3/1	350	<u>:</u>	353	345	÷	345
Vehicle and Maintenance Equipment Operation and Repairs Miscelaneous Operating and Maintenance Expenses Aub-lotal Maintenance & Repair Expenses	35%	35%		8 748 43,446		6,723	6922		8 632	7 227 53,692	$= \pm 1$	7 227
Supporthe Services Gommerchi Expenses	35%	35%		ra-sur-melius	:Nerringmont of	-:-	SECTION AND ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PERSON ADDRESS OF THE PER	oraccasa and	===	auncteragiene	O SERVICIO DE LA CONTROL DE CONTR	
TOTAL OPERATING EXPENSES	•		Language in the second	115,702	•	115,702	121,500	•	121,585	127,844	•	127,844
PUPA (AID RESERVES CL Ease RentBond Fees) Reserves Circund Lease Base RentBond Fees Ground Lease Base Rent Bond Montarry Fee					1							
Reclangment Reside Dechet additional and decide and an artist and artist artist and artist artist and artist ar				1000		1600	J (CO	- :	3.600	3.600	÷	3 600
Operating Reserve Deposit Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit Required Reserve 2 Deposit Required Reserve Deposit's Commercial				2455		2.4%	2455	- :	2.455	2.455	- :	2,455
Required Reserve Deposits. Commental Sub-total Reserves/Ground Lesse Base Rent/Bond Fees				4,055	<del>-</del>	6,055	6,038		6,056	8,055		8,055
TOTAL OPERATRIC EXPENSES (W Reserves/GL Base Renu Bon PUPA (W/Reserves/GL Base RenuBond Fees)	d Fees}			121,757	•	121,757	127,635	-	127,635	133,139	•	133,833
HET OPERATING DICOME (NICOME minus OP EXPENSES) DEBT SERVICE/MUST PAY PAYMENTS [hard debt//smort/sed to	sns)						<u>.                                    </u>		•	-		-
Hard Debt - First Lander Hard Debt - Second Lander (HCD Program 0.42% pymt, bit edfor 2nd L	ender)		Enter commercia de amusi mortale esc. Sida commercia de amusi mortale esc. Sida commercia de amusi mortale esc.	:	:			-		=======================================		75.17. <b>5</b> .0
Hard Debt - Third Lender (Other HCO Program, or other 3rd Lender) Hard Debt - Fourth Lender Commercial Hard Debt Service			Engrande engrante et	/GH-U-VISION IV	signation rollens	==	U.S. 175 (176 (17	waterstaken 888	=	contractoristic	emercranics.	
TOTAL HARD DEBT SERVICE  CASH FLOW (NO! minus DEBT SERVICE)				:	:	:	:	-	:	- :	:	
Assertion of Commercial Surplaints LOPS has LOSP (residual reco AVAILABLE CASH FLOW	me)			:		. 0		:	٠. ت		÷	
USES OF CASH FLOW BELOW (This row also shows DSCR.) USES THAT PRECEDE MOHOD DEBT SERVICE IN WATERFALL Below-the-line" Asset Ugities (uncommon in new projects see policy)	35%	35%	pscn; per VOHCOppicy	-			· ·	- 1		- 1		
Partnership Management Fee (see policy for limits)  Investor Service Fee (aka "LP Asset Mot Fee") (see policy for limits)	35%	35% 100000000000	ser WCHCD policy ser WCHCD policy to arrust increase	÷	- :		==	- :	14 , 125 ,	- :	-:	
Orier Payments Non-amortang Loss Pinnt - Londer T Non-amortang Loss Pinnt - Londer T Non-amortang Loss Pinnt - Londer 2			Enter comments he amount moreuse leto.				==	===				
Deterring Developer Fee (Erter and C. Uax Fee from row 131)  TOTAL PAYMENTS PRECEDING MORED				_					1			
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDE	ю монс	0) Yas				-				•	<del></del> .	-
Does Project have a MOHCO Residual Recept Obligation? Will Project Defer Developer Fee? Residual Recepts spit for all years - Lender/Owner		Ho 6716/3315										
MOHOD RESIDUAL RECEIPTS DEBT SERVICE		Dist Soq Debi Loans	- 		r	-		ſ	·		г	·
L'OHCD Residual Receipts Amount Due Proposed MOHCO Residual Receipts Amount to Loan Repayment Proposed MOHCO Residual Receipts Amount to Residual Ground		100 00%	cars and WOHCD resonance papersy		ŀ						F	:
Lesse			Proposed Total DOHCD Ant Due less (own Repayment		L			Į			L	
NON-MOHEO RESIDUAL RECEIPTS DEBT SERVICE IFCU Respital Recepts Amount Due Lander 4 Respital Recepts Due		0.00%	NSHCUFFREORY		F	===		. F	===		F	-:-
Lender 5 Residual Recepts Due Total Non-MOHCD Residual Receipts Debt Service		0 00%			t			t			t	-:-
REMAINDER (Should be zero unless there are distributions below)												
Owner Districtions/ocentive Management Fee Orar Districtions/Uses Final Balance (should be zero)					E			[			E	_3
REPLACEMENT RESERVE - RUNNING BALANCE Replacement Reserve Stating Balance									(27.7="		_	195,882
Replacement Reserve Deposits Replacement Reserve V/Endrawais (deally ted to CEIA)					ļ	3,500		ļ	157,782 3,601		þ	3,500
Replacement Reserve Interest RR Rumoling Balance			***************************************		Ė	152,292 \$34,071		I	155.842		Ė	159,492 £32,871
OPERATING RESERVE - RUNHING BALANCE Operating Reserve Stating Balance			AR Balance Unit		г	22.095		r	24,550		r	27,005
Operating Reserve Starting Balance Operating Reserve Deposits Operating Reserve Withdrawa's					E	2,455		ŀ	2.455		E	2,455
Operating Reserve Interest OR Running Balance		OR Balance -	s a % of Prior Yr Op Erps + Debt Son se			24,550 21.1%		[	27,005 22.2%		Ε	23,490 23 1%
OTHER REQUIRED RESERVE 1 - RUNHING BALANCE  DON'T REM'VE 1 SOUTING BADICS					E			E			С	
Other Reserve 1 Deposits Other Reserve 1 Windrawals Other Reserve 1 Interest					-						F	
Other Regulard Reserve 1 Running Salance OTHER RESERVE 2 - RUNNING RALANCE		1				•		٠ ر			L	
Other Reserve 2 Starting Balance Other Reserve 2 Deposits					E	-:		E	:		E	=:
Other Reserve 2 Withdrama's Other Reserve 2 Interest Other Required Reserve 2 Running Balance					E			E			E	
onter tredoled Meseria's transmid gaptice						•			•			•

Monterey Boulevard Aparlments	LOSP	Non-LOSP										
Total # Units	100 (07	Units	ı	<u> </u>	Year 13 2030			Year 14 2031			Year 15 2032	
PICOME	% annua	increase	Comments [related to annual inc assumptions]	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Readental - Tenant Rents Residental - Tenant Assistance Payments (Non-LOSP) Residental - LOSP Tenant Assistance Payments	1 014 1/2	2.5% n/a n/a		153-453	20/520/11/1/4190)	16 Fed 179 479	1100	SOME COMPLETE	11 0 0	11 200	100500000000000000000000000000000000000	11 200
Commercial Space Residential Parking User Supergravity User Supergravity User Supergravity	2.5%	25% 25% 25%		epergosignous	010030403000		onynthingsa:	STATISTICS.		Warpinkowko:	5915760Mp1896	
Supporter Services Income Intelest Income - Project Operations Laundry and Vending	2 5% 2 5% 2 5% 2 5%	25%		-			:	:		705	- :	
I scelaneous Residental Income	25%	2 5% 2 5% 2 5%		671		671		-	£35		:	765
Other Commercial Income Windrawal from Captained Reserve (depose to operating account)	n/a	2 5% n/a	Unit from Reserve Section before as applicable	excurrences and the	yearsonthappages		PROPERTY OF	2000 Manage 2019		etta ottentrovene	10.000000000	
Gross Fotential Incom Vacancy Loss - Residential - Tenant Rena Vacancy Loss - Residential - Tenant Assistance Payments	בית	n/a	Enter termulas manually per religions (ICH) (ICH) annual manually per religions (ICH)	(3-17)	<del>-</del>	141,130 (543)	(554)	-	149.263 (551)	153,647 (500)		153,442 (560)
VS_UNCYLOSS - COMMERCIAL  EFFECTIVE GROSS RICONS  OPERATING EXPENSES	<u>~~a</u>	n/3 // 0/3	[NOTE: 12	140,531	a contraction and an articles	149,581	147,714	HTS)/Orangem.	147,714	f52,332	iomelionoscolinis	152.892
Management  Management Fee	3.5%	35%	Isl Year to be set according to HUD	7.705		7,705	7.976		7,973	4 233		8255
Asset Vanagement Fee Sub-total Management Espense	35%	35%	par VOHCO pokry	15,667	-	7,501 15,547	8 136 16,112	:-	5 136 16,112	8 420 14,676		5.420 15,676
Salailes/Benefits Citics States Usauger Satury Heath Interaces and Drief Benefits	35% 35% 35%	35%		4 355		6 365	6 557	:	6 537	4 675	_ :	4 618
Administrative Rend-Free Unit	35%	35% 35% 36%		=			==		<u>;</u>	:		_===
Sub-total Salades/Benefits Administration	3 6%		1	6,765	-	6,365	4,597		6,587	4,1/3		EALS.
Assertang and Marketing Office Expenses Office Rent	35%	35% 35% 35%		151	-	191	183		113	194		194
Legal Extense - Property Audt Expense Bookseping/Accounting Services	35% 35% 35%	35% 35% 35%		15 111 1 053 2 532		15 111 1 561 2 539	(5.642) 2.037 2.627	= :	15 840 2 012 2 627	18 187 2 103 2 719	= :	16 157 2.103 2.719
Bad Detts   W.scelar-rous   Sub-total Administration Expenses	35%	35%		2 051 952 22 856		2.081 \$97 22.856	2.154 1017 23,636	_==	2.154 1.017 23,636	2 223 1 052 24,444	=:	2 229 1 062 24,484
Unities Emerchy Wast	35%	35%		8311		65181 8315	8 614		8 514 8 601	\$ 123 8 903		9.123
Senti	35%	35% 35%		8.305		8,305	# 593 # 593	-	892.6	8138	- :	5 234
Taxes and Licenses  Text Taxes  Text Taxes  Fa,0373ces	35%	3.5%		25, 137 952	· ·	25,137 969 ]	26,016	· 1	25,018	1033		26,327 1 023
Fayrol Tours  Uncertained Taxes Licenses and Formes  Sub-total Taxes and Licenses	35%	3 5 % 3 5 % 3 5 %		:			1,002	==1	1,602	1,038	===	1,038
Instrume  Property and Liability Insurance  Fige by Bond Insurance	50%	5 0% 2 5%		1236		3 230	3393	- 1	3 250	3:63		1563
Worker's Compensation Director's & Oficer' Labity Insurance	35% 35% 50%	3 5% 5 0%		601		603	434		634		=	- 665
Sub-total insurance Maightenance & Repair Payrol	35%	35%		3,840 5 916	· • 1	3,640 5 Res	4,032 6 174		6 174	4,233 6,331		4,233
Supplies Contracts Garbage and Frash Remonal	3 5% 10 0% 3 5%	35% 35% 100%		4 200 34 421 5 783		4 260 35 421 5 229	6 174 4 303 40054 5 474		4 400 40 064 5 474	4563 41070 5665	:	6,291 4,553 44,070 5,685
Seture Payre MContract HVAC Repars and Mantenance	35% 35% 35%	35% 35% 35%		378	- :	378	337	===	291	405		405
Vehicle and Maintenance Equipment Operation and Recars  Mace lareous Operating and Maintenance Expenses  Sub-total Maintenance & Repair Expenses	35%	35%		7,450 \$9,797	=====	7,450	7.742 64,753		7,742	8 013 69,106	====	8 013 63,106
Supportire Services Commercial Expenses	35%	33%		Seguntyons	onganyi gay		000400000	.9539-17539		psetcojana.	- 	_:
TOTAL OPERATING EXPENSES PUPA (w/o Reserves/GL Base Rent Bond Fees)				134,524	•	134,526	141,653	•	141,653	149,732	-	143,202
Reserves Ground Lease Base RenbBond Fees Ground Lease Base Rent Bond Montborg Fee	1			-:-	-:-	- :	-:-		<u> </u>	- :	-:-	<u>:</u>
Replacement Reserve Deposit  Operating Reserve Deposit  Cotar Required Reserve 1 Deposit				2,455		3,000 2,455	2455	_:-	3 600 2 455	3600	=	3 600
Other Required Reserve 2 Deposit Required Reserve Deposits Commercial Sub-total Reserves/Ground Lease Bare Renvisiond Fees				4022		6,053	6,055	-:1	6,033	1,600		3,600
TOTAL OPERATING EXPENSES (N/ Reserves/GL Base Rent/ Bon	d Fees)			140,531		140,581	147,714	:	147,714	152,882		. 152,892
PUPA (n/Reserves GL Base Recognic Fees) NET OPERATHO RICOME (RICOME minus OP EXPENSES) DEBT SERVICE/RUST PAY PAYMENTS ["hard debt"/hamoritzed lo	ans)			•	•	•	-	٠	•	-	•	•
Hard Debt - First Lender  Hard Debt - Second Lender (HCD Froaten 0 42% pyrit or other 2nd 1 Hard Debt - Third Lender (Other HCD Stroaten or other 3nd Lender)			Enter comments no employmos acc Enter comments no employmos acc Enter comments no employmos acc	-:	- :			il	=:	-:	=	二
Hard Cettl-Fourth Lender Commercial Hard Debt Service TOTAL HARD DEBT SERVICE			les contra a most route et.	055-705000000000	1915ANTONANA		0000000		-:-	omar/ys////	11105/25/05/2018	
CASH FLOW (NOI minus DEBT SERVICE)  Allocation of Commercial Surplus to LOPSman-LOSP, yearding noo			-	- :					: ,			:
USES OF CASH FLOW BELOW (This row sisp shows DSCR.)	1.25		DICR:			٠. ٢		<u> </u>	٠			•
USES THAT PRECEDE MORCO DEBY SERVICE IN WATERFALL, Bobwite-Iner Sacti Mgi les (uncommon in new projects, see policy) Parfersh o Management Fee (see policy for limb) Inergor Service Fee (and TLP Asset Mgt Fee ) (see policy for limb)	35% 35%	35% 35%	se NOHCD patry	=:1	==			-:-		:	:	
m-esfor Service Fee (aks "LP Asset Migt Fee") (see policy for limits) Citier Payments High-smothering Later Front - Lender 1		septiminated and	Ser UCHCO palcy no amusi incresse Stor comments ne amusi monesse etc	-:	===		-:-					
Non-amortizing Loan Pmnt - Lender 2 Deferred Developer Fee (Enter and 4th Usix Fed from row 131)		{	CHA COLLEGE BANK LACOR OF	:	_:_		=:-	$=$ : $\perp$		- :	=:	
TOTAL PAYMENTS PRECEDING MONCO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECEDI	о монс			<del>-</del>	<del></del> -		<del></del>	<del></del> -	<u> </u>	,	<del></del> -	<del></del>
Coes Project have a MOHCO Residual Recept Obligation? Wild Project Defer Developer Fee? Residual Recepta spit for all years - Lender/Owner		Yes No 67%/33%										
		Out Soft	J									
MOHCO RESIDUAL RECEIPTS DEBT SERVICE A OHCO Residual Receipts Amount Que			weeken par previous are of all suit deal towns, and WOHCD residual recepting parcy		Г	<u> </u>		Г			Г	
Proposed MOHCO Residual Recepts Amount to Loan Repayment Proposed MOHCO Residual Recepts Amount to Residual Ground		ł	Proposed Total VOHCO Art Due less Loan		F			F	===		F	彐
NON-ANOHOD RESIDUAL RECEPTS DEBT SERVICE			andhres:		L			_				
Leader 4 Residual Recepts Due Leader 5 Residual Recepts Due		0 00%	undrigo.		Ė			E			E	===
Total Non-MOHCO Residual Receipts Oabt Service REMANDER (Should be zero unless there are distributions						•			•			•
below) Owner Datributions/incentive Management Fee Other Datributions/Uses		F			F	=		E	$\dot{=}$		F	
Final Balance (should be zero) REPLACEMENT RESERVE - RUHHRIG BALANCE		,			_	-		_			,	******
Replacement Reserve Stating Balance Replacement Reserve Deposits Replacement Reserve Vytudavala (dealy ted to Clia)		ĺ			E	3 600		E	3,000		E	3603
Replacement Reserve Interest RR Running Balance		Į.	RR Balanco Med			163,092 \$-0 771			195,692 \$41.671		С	170,217 342.571
OPERATING RESERVE - RUNNING BALANCE Operating Reserve Stating Balance Operating Reserve Stating Balance		F			F	22,460		F	31,315		F	34,370
Operating Reserve Deposits Operating Reserve Withdrawals Operating Reserve Interest		ŧ			E	2,495		E	2,455		E	
OR Running Balance OTHER REQUIRED RESERVE 1 - RUNNING BALANCE	c	R Balanca as	a % of Prest Yr Op Exps + Debt Service			31,915 23.6%			34,370 23-4%			34,276 23.3%
Other Reserve 1 Starting Balance Other Reserve 1 Deposits Other Reserve 1 Withdrawals		F			F			E			F	
Other Reserve 1 Merest Other Required Reserve 1 Running Balance		t			E	=		E			E	
OTHER RESERVE 2 - RUNNING BALANCE OTHER RESERVE 2 STATING BASINCE OTHER RESERVE 2 DEPOSITS OTHER RESERVE 2 VII INDIANAS		Þ			F	===		F	-:-		F	<u> </u>
Otter Reserve 2 Withdrawa's Otter Reserve 2 Interest Other Required Reserve 2 Running Balance		Ė			E			E			E	
unter required Reserve 2 Running Balance						-			•			•

Monterey Boulevard Apartments	LOSP	lion40s										
Total # Uni	ts: Unts 4 4 1000	Units 0			Year 15 2033			Year 17 2034	***************************************		Year 18 2035	
NCOME		al % annua	Comments	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total	LOSP	non-LOSP	Total
Residental - Tenani Renta Residental - Tenani Renta Residental - Tenani Assistance Payments (Non-LOSP)	10%	25% Na	(reaces to annual or a symptomy)	11313	indir-LUST	11 312	11475	-	11,436	11.540	marcosr :	11 540
Residental - Tenard Rents Residental - Tenard Austiance Psyments (Non-LOSP) Residental - LOSP Tenard Austiance Psyments Commercial Space	Na Na 25%	759		1030	FINESCHIEN STEEL	149 545	160423	elicibilmenisik elifonbilmen	160 673	167.647	CHICAGOSTO AND	169 847
Residental Parking  Viscolarisous Rent Income  Supporting Services Income	25%	25%		1==	Ι÷		$= \dot{=}$	-	=	:		
Interest income - Project Operations Laundry and Vending	25%	25%		n:		723	78		741	760		760
Tenant Charges Wacelaneous Residental Income Other Commercial Income	2 5 % 2 5 % rVa	25% 25% 25%		ottonecoloso.	AMexicalization		2012/09/03/2012/2012	constitute and the	<u> </u>	NOMES DESCRIPTION	Wilesensoff to se	
Wildrama from Captained Reserve (deposit to operating account)  Gross Potential Inco	בית	r/a	Criston Reserve Section below as explicable	151,601		161,601			172,783	182,147		182,147
Warrant of - Partactal - Taylor Pants	6/3	r/a r/a	Enter formulas manus / per relevant (2011 galog, annual incomenting upusity not	151,601	-:	(5%)	172,783	- :	(571)	(577)	ΕĖ	(577)
Vacancy Loss - Residence - Tenant Assistance Payments Vallincy Loss - Commercial  EFFECTIVE GROSS MICOI	WE NI	V/2 V/2	EDIE E	181,035	and appropriation	161,025	172,718	- Carrier Carrier	172,218	131,570	1 parent extinues	161,570
OPERATPIG EXPENSES Minagement	in		The Year Date and American Street, Co.									
Vanagement Fee Asset Usnagement Fee	35% 35%	35%	SA NO-CO SQUI	8 544 8 715	<b>-</b> :	8544 8715	8 813		8 543 9020	9 (53 9 336		9153 9336
Sub-total Management Expens Salaries/Benefits Ofice Salaries	es 355	35%		17,259 7 007		17,233 7,057	17,854 7.304		17,854 7,364	18,459 7.552		18,449 7569
Unrapor's Salary Health maurance and Other Benefits Other Spane-Senefits	35% 35%	35%			<u> </u>	:	:		-:-			
Oper Sphore Sensits Administrative Piera Free Unit Sub-(obi Salaries/Benet	35%	35% 35%		7,057		7,057	7,304	-:	7,394	7,650		7,559
Administration		35%		7,5,7							· · ·	,,,,,
Advertising and Warketing Office Expenses Office Rent	35% 35% 35%	35%		201 -		101	201	÷	268	215	= =	215
Lecal Expense - Property Audit Expense Bookkeeping/Accounting Services	35% 35% 35%	35%		16 753 2 174 2 815		18753 2,178 2,515	17340 2252 2913		17,340 2,252 2,913	17.947 2.331 3.015	====	17,947 2,331 3,015
Bad Debts Uscelancous	35%	3.5%		2,307		2,907 1,089	2.315		2.388 1.127	2.471	- :	2,471 1,187
Sub-total Administration Expens				25,341		25,341	26,723	*	26,228	27,148		27,146
Section (Value Gas)	35% 35% 35%	35% 35%		9.442 9.219 9.203	1	9.442 9.219 8.205	9 773 9 512 9 530		9 775 9 542 9 530	10 115 9 \$74 9 \$64	==	10 115 9 876 9 854
Sever : Syb-total Utilel	3 5%			27,859	ᆄ	27,843	23,845		28,845	29,854	===	23,854
Taxes and Licenses Real Estate Taxes	35%	35%		1074		1.074	1,111	-	1,151	1,150		1 150
Payrof Tares  IASCetaneous Tares Luenses and Permits  Sub-total Taxes and Licens	35%	35%	<u> </u>	1,074	ᆖᅼ	1,074	1,111		1,311	1,150	==1	1,150
Insurance Property and Liabity insurance Fidelity Bond Insurance	5 0 % 3 5 %	5.0%		3.745		3748	1034		2934	4 130	<u> </u>	4 120
Prector's Corpersition  Director's Corpersitio	35% 35% 50%	35% 35% 50%		622		699	- 733	===	733	770		770
Sub-total insurant	te.			4,215		4,445	4,647	•	4,667	4,900		770 4,500
Parto1 Subples	35% 35% 100%	35%		5 614 4723 43 477	= :	6 614 4 723 45 477	6 845 4 859		4,523	7,045 5,059	=	7,085 5,059
Contracts Garbage and Trash Removal Seguro Paynon Contract	35%	10 0% 2 5% 3 5%		3854 3854		5664 419	57 325 6 069 432		\$3,325 8,069 433	58 657 6 251 440	===	53 857 8 281 843
HVAC Repars and Mantenance	35%	35%		·		:-	-:-			-:	-:-	
Uncetaneous Operating and Manienance Expenses Sub-total Maintenance & Repair Expense		35%		8 231 74,390		8 293 74,350	80,144	- : '	6,583 80,144	86,415		86,415
Supportive Services Commercial Espenses	35%	3 5 % wzgycyllekie		of population (W.	70776pap4490j		warrowany	19991112001291	:	CONTRIBUTION	(00700)2123505	
TOTAL OPERATRIO EXPENSES PUPA (ato Reserves/GL Base RentBond Fee Reserves/Ground Lease Base RentBond Fees	s)			157,425	-	157,433	145,163	•	166,163	175,515	•	175,515
	7				-:-							
Bond Montoring Fee Replacement Reserve Deposit Operating Reserve Deposit	or et			3.00	= = =	2600	1 000 2 403	=	3,600	J #202 2-555		3600
Other Required Reserve 1 Deposit Other Required Reserve 2 Deposit				-	= :		_ <u>:</u>			- :		
Required Reserve Deposits, Commercial Sub-total Reserves/Ground Lease Base RenvBond Fee				3,600		7600	6,065		€.055	6,055	<u>-</u>	5,035
TOTAL OPERATRIC EXPENSES (w/ Reserves/GL Base Rent/ Bit PUPA (w/ Reserves/GL Base Rent/Bond Fee HET OPERATINO RICOIME (BICOIME minus OP EXPENSES)	nd Fees) s)			161,025	•	161,035	172,218	-	172,218	121,570	-	181,570
DEBT SERVICE/RUSY PAY PAYMENTS ("hard debt"/amortized	loans)		Enteromentare amountments etc			-						· ,
Hard Debt - Second Lender (HCD Program 0.42% pyrit or other 2nd Hard Debt - Third Lender (Cther HCD Program or other 3nd Lender)	Lender)		Enter comments in annual increase est.		-	===		-:				
Commercial Hard Debt Service	24		Siter comments to arm a will ease etc.	dustriossistin	-riggressenic	-:	representation and the second	Orden mászne		allygoup.	angerogujus	
TOTAL HARD DEBT SERVICE)						:	:	<u>:</u>	:	:	<u>:</u>	:
Alocaton of Commercia Surplus to LOFShort LOSP (resolution available CASH FLOW USES OF CASH FLOW BELOW (This rewalte shows DSCR.)			, DSCR:	<u>-</u>		. [	:-					
USES THAT PRECEDE MOHCO DEBT SERVICE BY WATERFALL	35%	354	ser NO+CD saley							- 1		A
Pathening Danagement Fee (see policy for limits)  The stor Service Fee (s/cs "LP Assat Dot Fee") (see policy for limits)	35%	354	ser MCHCD patry ser MCHCD patry to entual inclesse	:	- :		_:	- :		- :		
Other Payments 15/1-amphoring Loan Privit - Lender 1 16/1-amphoring Loan Privit - Lender 2			Eron commercians arrest mornes est. Eron commercians, arrest mornes e est.				==					
Deferred Developer Fee (Eries and <= Uzu Fee from row 131) TOTAL PAYMENTS PRECEDING MONC							===	$=$ $\vdots$ $\perp$		= : 1		
RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECED	ING WOHO	:0)		<del> :</del>	-	•		•	-	-		-
Does Project have a MOHCO Residual Receipt Obligation? V/A Project Deter Developer Fee? Residual Receipts split for all years Lender/Owner		Yes No 675/335										
			·	l								
MOHCO RESIDUAL RECEIPTS DEBT SERVICE	,	Dist. Soft Debt Loans	EL-PATRICISM DANGER (TOWNSHIP)		_						_	
MOHCD Residual Receipts Amount Que Appased MOHCD Residual Receipts Amount to Loan Repayment Proposed MOHCD Residual Receipts Amount to Residual Graund	1	100 00%	ours, and MOHCD residual recepts palloy		Ŀ	-:		ŀ			E	
Litate	]		Proposed Total MOHCO And Dukliess Loan Replayment		[			[				
NON-MONCO RESIDUAL RECEIPTS DEBT SERVICE HCU Residua recepts Arrount (UM)	J .	0.00%	ISHOFFIFOY	1								
Lender 4 Residual Recepts Dus Lender 5 Residual Recepts Dus Total Hon-HOHGD Residual Receipts Debt Seryk	}	0 00%			E			ŀ	<u></u>		E	
REMAINDER (Should be zero unless there are distributions	•								-			•
below) Owner Distributions/incentive Usinggenters Fee Other Distributions/Uses	7			i	F	=		F	$=$ $\dot{\exists}$		F	二
COTAT DESTRUCTION LUSAS FINAL BADAGE (Should be zero) REPLAGEMENT RESERVE - RUNNING BALANCE	_	1				·					-	-
Replacement Reserve Starting Balance Replacement Reserve Deposits	3				E	\$76.282 3,600		E	173.872 3.600		E	177,497 3,600
Replacement Reserve Withdrawa's (dealy ted to CNA) Replacement Reserve Interest RR Running Balance	1				E	173,892		E	177,412		Е	181,082
OPERATING RESERVE - RUNNING BALANCE			RR Bab-co-Unit			\$43,471			\$44.371		•	\$15271
Operating Reserve Starting Balance Operating Reserve Deposits	3				E	34,370		E	34,37p 2,433		E	35,825 2,435
Operating Reserve V/Indrawats Operating Reserve Interest OR Running Balance	d				E	34,370		E	36,025		E	35,210
OTHER REQUIRED RESERVE 1 - RUNNING BALANCE OTHER RESERVE 1 - RUNNING BALANCE	-	GR BANCE &	s % of Prior Yr Op Exps + Debt Service			22.5%			22 9%			22.8%
Other Resente 1 Starting Balance Other Resente 1 Deposits Other Resente 1 Withdrawals	1				E	$\equiv$		E			E	$\equiv$
Other Reserve 1 interest Other Reserve 1 interest Other Required Reserve 1 Running Balance	ļ	ł			t			t			E	=
OTHER RESERVE 2 - RUNNING BALANCE	7	1	<del> </del>		r			г			_	<del></del>
Other Reserve 2 Starting Balance Other Reserve 2 Deposits Other Reserve 2 Withdrawals	3				F			E			F	
OT-2: Reserve 2 Interest Other Required Reserve 2 Running Balance	,	1							<del></del>			

Monterey Boulevard Apartments	LOSP	Non-LOSP							
Total # Units	1; Units 4 4 (0)(02)	Units 0 0 00%			Year 19 2036			Year 29 2037	
elCOI∕E	% annua	leunne % l	Comments (related to annual inc assumptions)	LOSP	non- LOSP	Total	LOSP	non- LOSP	Total
Residental - Terant Rents Residental - Terant Assistance Payments (Non-LOSP) Residental - LOSP Tenant Assistance Payments	1 0% n/a n/a	25% N3 N3		17 633	-589 BLANN DE (1929)	11 655	11,772 - 190,283	Sandanin su bes	19.77
Commercial Space Residential Parking Wassetsmeous Rent Income	25% 25% 25%	25% 25% 25%		eurosysystesi)	200000000000000000000000000000000000000	- :	SSSOVERE EXPENSE	00/00/00/00/00/00/00/00/00/00/00/00/00/	-:
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Laundry and Vending Tenari Charges If sectaneous Residental Income	25% 25% 25%	25% 25% 25%		179	:	779	/cs	-	76
Other Commercial Income	n'a	25%	Unit Form Recognic Deptum below, as	secretory/ISG	(AND RESIDENCE OF THE PARTY OF		WHAT PROPERTY OF	122/18/4/02/02	
y/morawal from Captaized Reserve (deposet to operative account) Gross Potential Incom Vacancy Loss - Readontal - Terant Rents	n/s e	Na Na	English	192,192		192,182	202,957		2023
Vacarcy Loss - Residental - Terant Assistance Payments Yacarcy Loss - Commercial EFFECTIVE GROSS BICGON	r/a r/a	1√3 1√3	Ernerkamulas merujaly per relevant MCH concy emulsi matemating vasually not constrate	191,500	nerryeorars	191,559	202,764	in a management	202.1
OPERATING EXPENSES Nanagement	E			191,500	•	181,009	202.764	•	2023
Usnagement Fee Asset Waregerrant Fee	35%	35%	TE Year Size set accessing School schedule car UDHCD policy	9.473 8.653		9.473 9.663	9 5G5 60 CO1		950
Sub-total Management Expense Sabriles/Benefits	ī		p	19,176	-	19,136	19,504		13,0
Ofice Shares Nambler's Silby Heath travance and Other Benefits	35% 35% 35%	35% 35% 35%		7,824		7524	8039	<u>:</u>	60
Orner Salanes Benefits Administrative Rent Free Unit	35%	35%		- :	- :				
Sub-total Salaries/Benefit Administration				7,024		7,824	4,053		8,0
Adjusteng and Marketing Office Expenses Office Rest	35% 35% 35%	35% 35%		223		723	231		2
Leas Espense - Property Aust Espense	35%	3 514 3 514		19 575 2 413	:	18 575 2 413	19 225 2 337	· :	19 Z
Bookkeeping/Accounting Services Bad Debis	35%	3.5% 3.5% 3.5%		3 121 2 558 1 207	_:]	3 121 2 554 1 207	2 647 1 250	$\overline{\exists}$	12 26 12
Nace'aneous Sub-lotal Administration Expense: Unidaes	1			21,014	<del></del> -'	20,014	29,080	:	23,0
Electricity V789ef	35%	35%		10 463 10 222	:	10.462	10 835 10 530	;	10 & 10 S
Gas Senet Sub-jetal Uillide:	35%	35%		10 200	;]	10 255	10 505	===	10 5- - - - -
Takes and Licenses Resi Estate Takes	35%	35%		2,191		1,191	1 232		12
Paylof Tairs  Niscetaneous Taires Licenses and Permts  Sub-total Taxes and Licenses	35%	35% 35%		1.121	- :		1,272	-:	12
Sub-total Yaxes and Licenses Insurance Property and Licenses Feetly Eard Impurance	1 50%	50%		4 337	•	4337	4 554	· 	12
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Sub-total Insurance	5 0%	5 0 %		5,145		5,143	£43	:-	5,40
Maintenance & Repair Payrol Surples	35% 35%	35%		7 J33 5 236		7333 5738	7 520 5 420	=: $+$	7.55 5.42
Contracts Cortage and Trash Removal	10 0% 3 5%	10 0% 3 5 h		64 523 6 501	:	64 523 6 501	70 973 4 727	:	70 97 8 72
Security Payret/Contract  HVAC Repairs and Maintenance  Venicle and Maintenance Education and Repairs  Venicle and Maintenance Education Operation and Repairs	35%	35% 35% 35%		194		454	- 451		
Vehicle and Maintanance Equipment Operation and Repairs Uscelaneous Operating and Maintenance Expenses Sub-total Maintenance & Repair Expenses	35%	3 5%		£ 195		91,253	9 516	- :	951 10271
Supportive Services Commercial Expenses	35%	3 5%		macurity()	AND RESIDENCES	-:1	interestation (	izsasoson-ejr	:
TOTAL OPERATING EXPENSES				185,544		162,544	185,309	•	135,30
PUPA (mb Reserves GL Base Rent Bond Fees) Reserves Ground Lease Base Rent Bond Fees Downd Lease Base Rent Bond Montoring Fee	, ]	(				· 1		· (	
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Oper Required Reserve 1 Depaid Oper Required Reserve 2 Depaid	1				- :	2,00		= =	
Required Rosene Deposits Commercial Sub-Lata) Reserves/Ground Lease Base Rent/Bond Fees	]	ļ		6,055	- : 1	6,053	₹,055		6,03
TOTAL OPERATING EXPENSES (W Reserves/GL Base Rent Bon PUPA (W Reserves/GL Base RentBord Fees) NET OPERATING INGOME (INCOME minus OP EXPENSES)	d Fees)			191,599	•	131,555	202,364	-	20236
DEBT SERVICE/MUST PAY PAYMENTS Chard debt /amorited to				•	•			•	
Hard Oebt - First Lender Hard Debt - Second Lender (HCO Program 0 42% pyrm, or other 2nd i Hard Cebt - Third Lender (Other HCO Program, or other 3rd Lender)	ender)		Enter comments to annual increase at: Enter comments in annual increase at: Enter comments in annual increase at:				===	===	
card Debt - Fourth Lender Commercial Hard Debt Service	1		Softer comments the arrival increases at:	Statistics.	(plakeyyyoyde.	===	Samean	r CryCUs Cycle	
TOTAL HARD DEBT SERVICE CASH FLOYY (NO! minus DEBT SERVICE)		•		:	:	:		:	:
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JSES OF CASH FLOW BELOW (This row also shows DSCR.) JSES THAT PRECEDE MONCO DEBT SERVICE IN WATERFALL	1 264	35%	atca:						
Begar-tre-ine: Asset Mgf fea (uncommon in new projects, see policy) augustub Management Fee (see policy for Imms) megtof Servos Fee (also "LP Asset Mgf Fee") (see policy for Imms) oner Payments.	35%	35%	WO-CO pocy WO-CO pocy WO-CO pocy	-:1	===				
Oper Payments Son-amortizang Loan Print - Lender 1 Son-amortizang Loan Print - Lender 2	'	ł	Enter community to annual introducts att.		-:-				
Seared Developer Fee (Enter and in: Uax Fee from row 131)		ť	the carried is surely country by	:_	:-		_===	_==+	
TOTAL PAYMENTS PRECEDING MOHCO RESIDUAL RECEIPTS (CASH FLOW minus PAYMENTS PRECED)				<del></del> -	<del></del> -	<del>-</del>	<del>.</del>	<del></del>	<del></del>
Does Project have a MOHCD Residual Recept Obligation? VIA Project Defer Developer Fee? Parished Receptors and for attention of the Parished Receptors and Project Developer.		Yes No 67: (71%							
Residual Receipts spit for all years - Lender/Owner		67;1/33%							
MONCO RESIDUAL RECEIPTS DEBT SERVICE		Dat Stril							
SOHCO Residual Receipts Assount Due		100 00%	Country per provide present at a solidad core, and UCHYCE residual recepts policy		F			ļ	
Proposed MOHCO Residual Recepts Amount to Loan Repsyment Proposed MOHCO Residual Recepts Amount to Residual Ground Lesier		ŀ	Proposed Your VOHCO Art Overlass Loan Receptors		ı			Ī	
HON-MONCO RESIDUAL RECEPTS DEBT SERVICE	,	0 00%	anco-varory		Г			Г	
ander 4 Residual Recepta Due ender 5 Residual Recepta Due	]	0 00%			E	==		E	
You'l Non-NOHCD Residual Receipts Dabt Service EMAINDER (Should be zero unless these are distributions			_			-			•
elan) Amer Dainbutons/ricentive Management Fee	1	F			E			Ē	- :
oper Derbutons Uses Inal Balance (should be zero)	ı	L			Ĺ			L	•
EPLACEMENT RESERVE - RUNHRIO BALANGE (procented Reserve Statio) Balance epiatement Reserve Deposts		F			F	181,057		F	184.09
eplacement Reserve Withdrawa's (deally field to CHA)		Ė			Ė			Ė	
RR Running Balance		-	R9 Behroatist		_	184,682 \$44,171		-	188.ZE
pERATING RESERVE - RUHHING BALANCE perating Reserve Stating Batance Reserve Deposits		F	·		F	39,796 2,455		F	41,73 2,45
perating Reserve Deposits perating Reserve Withdrawats operating Reserve Interest		ŀ			F			F	
OR Running Balance OTHER REQUIRED RESERVE 1 - RUNNING BALANCE	4	R Balance as	» % of Pror Yr Op Esps » Detil Sensce		_	41,733 210%			44,156 23 15
mer Reserve 1 Starting Balance Prier Reserve 1 Deposits		F			F	===		F	
ther Reserve 1 Withdrawa's ther Reserve 1 Interest		E			E			E	
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Thei Reserve 2 Withdraw's thei Reserve 2 Witheress Other Required Reserve 2 Running Balance		E			E			E	
						-			-

Loan Committee Date: May 4, 2018 Page 15 of 15

# Attachment D: LOSP Funding Schedule A

3210

# MOHCD Proforma - Exhibit A

## LOSP FUNDING SCHEDULE

Project Address:	Monterey Boulevard Apartments
Project Start Date:	7/1/2018

## Exhibit A

EXHIBITA						
				Total		
				Disbursement	Estimated	
		Full Year	# Months	for	Disbursement	
Calendar Year		Funding Amount	to Fund	Calendar Year	Date	
CY-1 2018		\$72,425	6	\$36,213	6/1/2018	
CY-2	2019	\$75,771	12	\$75,771	1/1/2019	
CY-3	2020	\$79,313	12	\$79,313	1/1/2020	
CY-4	2021	\$83,067	12	\$83,067	1/1/2021	
CY-5	2022	\$87,047	12	\$87,047	1/1/2022	
CY-6	2023	\$91,271	12	\$91,271	1/1/2023	
CY-7	2024	\$95,759	12	\$95,759	1/1/2024	
CY-8	2025	\$100,529	12	\$100,529	1/1/2025	
CY-9	2026	\$105,605	12	\$105,605	1/1/2026	
CY-10	2027	\$111,010	12	\$111,010	1/1/2027	
CY-11	2028	\$116,771	12	\$116,771	1/1/2028	
CY-12	2029	\$122,917	12	\$122,917	1/1/2029	
CY-13	2030	\$129,479	12	\$129,479	1/1/2030	
CY-14	2031	\$136,491	12	\$136,491	1/1/2031	
CY-15	2032	\$141,536	12	\$141,536	1/1/2032	
CY-16	2033	\$149,565	12	\$149,565	1/1/2033	

File No.

# FORM SFEC-126: NOTIFICATION OF CONTRACT APPROVAL

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

City Elective Officer Information (Please print clearly.)		
Name of City elective officer(s):		tive office(s) held:
Members, Board of Supervisors	Mem	bers, Board of Supervisors
Contractor Information (Please print clearly.)		
Name of contractor: Housing Services Affiliate of the Bern Corporation	al Heights Neighb	orhood Center DBA Bernal Heights Housing
The Grantee for the LOSP Grant Agreement is Housing Ser a California corporation.	vices Affiliate of E	Bernal Heights Neighborhood Center,
(1) Board of Directors: Carren Shagley - President; Bob Coo Director; Buck Bagot - Director; Jerry Markowitz - Drector (2) Chief Executive Officer: Gina Dacus; Pura Nagrampa - (3) N/A or as appropriate (4) N/A or as appropriate (5) N/A or as appropriate	•	
Contractor address: 515 Cortland Ave., San Francisco, CA 94110		
Date that contract was approved: (By the SF Board of Supervisors)	Amount	of contract: \$1,662,342
Describe the nature of the contract that was approved:	<u> </u>	· · · · · · · · · · · · · · · · · · ·
Local Operating Subsidy Grant Agreement – 15 year 6 m	onth agreement s	ubject to annual appropriations
Comments:	····	
Commence.		
Γhis contract was approved by (check applicable):		
Ithe City elective officer(s) identified on this form		
$\mathbf{Z}$ a board on which the City elective officer(s) serves: $\mathbf{S}$	an Francisco Bo	ard of Supervisors
	Print Name of Bo	pard
☐ the board of a state agency (Health Authority, Housing Board, Parking Authority, Redevelopment Agency Composerelopment Authority) on which an appointee of the Cartesian Authority).	nission, Relocati	on Appeals Board, Treasure Island
Print Name of Board		
Filer Information (Please print clearly.)		
Name of filer: Angela Calvillo, Clerk of the Board		Contact telephone number: (415) 554-5184
Address: City Hall, Room 244, 1 Dr. Carlton B. Goodlett Pl., San Franc	isco, CA 94102	E-mail: Board.of.Supervisors@sfgov.org
Signature of City Elective Officer (if submitted by City elective	e officer)	Date Signed
Signature of Board Secretary or Clerk (if submitted by Board S	ecretary or Clerk)	Date Signed

Print Form

# **Introduction Form**

By a Member of the Board of Supervisors or Mayor

I hereby submit the following item for introduction (select only one):



Time stamp or meeting date

1. For reference to Committee. (An Ordinance, Resol	ution, Motion or Charter Amendment).
2. Request for next printed agenda Without Reference	to Committee.
3. Request for hearing on a subject matter at Committ	ee.
4. Request for letter beginning: "Supervisor	inquiries"
5. City Attorney Request.	* 8
6. Call File No. from	Committee.
7. Budget Analyst request (attached written motion).	
8. Substitute Legislation File No.	
9. Reactivate File No.	
10. Question(s) submitted for Mayoral Appearance be	fore the BOS on
Please check the appropriate boxes. The proposed legisl	ation should be forwarded to the following:
Small Business Commission	Commission
Planning Commission	Building Inspection Commission
Note: For the Imperative Agenda (a resolution not on t	he printed agenda), use the Imperative Form.
Sponsor(s):	
Yee	
Subject:	
Grant Agreement – Housing Services Affiliate of the Ber	nal Heights Neighborhood Center - Local Operating
Subsidy Program Contract – Monterey Boulevard Apartm	ents, 403 Monterey Street - Not to Exceed \$1,662,342
The text is listed:	
See attached.	
	00
Signature of Sponsoring	Supervisor:
For Clerk's Use Only	