File No. 240020 **Committee Item No.** 10
Board Item No. 27

COMMITTEE/BOARD OF SUPERVISORS

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Committee: Budget and Finance Committee **Date** January 24, 2024
Board of Supervisors Meeting **Date** January 30, 2024

Cmte Board

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☒	☒	DGS Notice of Exemption 4/8/2022
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Completed by: Brent Jalipa **Date** January 18, 2024,
Completed by: Brent Jalipa **Date** January 25, 2024

[Accept and Expend Grant - California Department of Housing and Community Development - Infill Infrastructure Grant Program - 850 Turk Street and 750 Golden Gate Avenue - $8,091,600]

Resolution authorizing the Mayor's Office of Housing and Community Development to execute a Standard Agreement with California Department of Housing and Community Development (HCD) under the Infill Infrastructure Grant Program for a total award of $8,091,600 disbursed by HCD as a grant to the City for infrastructure improvements related to property located at 850 Turk Street and 750 Golden Gate Avenue selected by the State of California for 100% affordable housing projects for the period starting on the execution date of the Standard Agreement to June 30, 2030, and as amended.

WHEREAS, The State of California Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated June 16, 2022, under the Infill Infrastructure Program ("IIG Program") established under Division 31, Part 12.5 of the Public Resources Code commencing with Section 53559; and

WHEREAS, The Department is authorized to approve funding allocations for the IIG Program, subject to the terms and conditions of the NOFA IIG Program Guidelines adopted by the Department on June 16, 2022 ("Program Guidelines"), an application package released by the Department for the IIG Program ("Application Package"), and an IIG standard agreement with the State of California ("Standard Agreement"), the Department is authorized to administer the approved funding allocations of the IIG Program; and

WHEREAS, The IIG Program provides infrastructure for Capital Improvements Projects in support of Qualifying Infill Projects or Qualifying Infill Areas to applicants identified through a competitive process for the development of projects that, per the Program Guidelines,

support higher-density affordable and mixed-income housing and mixed-use infill developments; and

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

WHEREAS, On January 15, 2019, Governor Gavin Newsom signed Executive Order No. N-06-19, which allows the production of Affordable housing on state-owned Excess Sites ("Excess Sites"); the Executive Order authorizes the Department of General Services ("DGS") and the Department to identify and prioritize Excess Sites for sustainable, cost-effective, and innovative affordable housing projects; and

WHEREAS, The State of California owns those certain properties located at 850 Turk Street and 750 Golden Gate Avenue in San Francisco (the "Properties"), which have been declared Excess Sites for affordable housing; and

WHEREAS, MidPen Housing Corporation, a nonprofit public benefit corporation ("Developer"), has requested the City and County of San Francisco (the "City"), acting by and through the Mayor's Office of Housing and Community Development ("MOHCD"), to be a joint applicant for its application for a grant to provide funding for infrastructure improvements related to the Properties selected by the State of California for three affordable housing developments, including approximately 262 units, a picnic area, children's playground, and replacement parking for California Employment Development Department employees, identified as (the "Project"); and

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

WHEREAS, On April 8, 2022, by Notice of Exemption, the California Department of General Services by SCH No. 2022040213 determined that the development of the Project met all the standards of the Class 32 "Infill" Categorical Exemption (CEQA Guideline, Section 15332) and the California Public Resources Code, Sections 21000 et seq., and would

therefore not be subject to the California Environmental Quality Act ("CEQA"); a copy of the Notice of Exemption is on file with the Clerk of the Board of Supervisors in File No. 240020, and is incorporated herein by reference; and

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

WHEREAS, Through an award letter dated February 9, 2023, the Department made an award in the total amount of $8,091,600 to be disbursed by HCD as a grant to the City for infrastructure work as approved by HCD, subject to the terms and conditions of the STD 213, Standard Agreement ("Standard Agreement"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. 240020; now, therefore, be it

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

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

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

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

FURTHER RESOLVED, That within thirty (30) days of the Standard 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:

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

Approved:

/s/
London N. Breed, Mayor

/s/
Ben Rosenfield, Controller

File Number: 240020
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

Purpose: Accompanies proposed Board of Supervisors resolutions authorizing a Department to accept and expend grant funds.

The following describes the grant referred to in the accompanying resolution:

1. **Grant Title:** Infill Infrastructure Grant Program – 850 Turk and 750 Golden Gate

2. **Department:** Mayor's Office of Housing and Community Development

3. **Contact Person:** Benjamin McCloskey Telephone: 415-701-5575

4. **Grant Approval Status (check one):**

[x] Approved by funding agency [ ] Not yet approved

5. **Amount of Grant Funding Approved or Applied for**: $8,091,600

6a. **Matching Funds Required:** $0
b. **Source(s) of matching funds (if applicable):** N/A

7a. **Grant Source Agency:** California Department of Housing and Community Development
b. **Grant Pass-Through Agency (if applicable):** N/A

8. **Proposed Grant Project Summary:** Infrastructure improvements for 850 Turk and 750 Golden Gate

9. **Grant Project Schedule, as allowed in approval documents, or as proposed:**
Start-Date: At execution of standard agreement End-Date: 6/30/2030

10a. **Amount budgeted for contractual services:** N/A; see attached expenditure schedule

b. **Will contractual services be put out to bid?** N/A

c. **If so, will contract services help to further the goals of the Department's Local Business Enterprise (LBE) requirements?** N/A

d. **Is this likely to be a one-time or ongoing request for contracting out?** N/A

11a. **Does the budget include indirect costs?** [ ] Yes [x] No

b1. **If yes, how much? $**
b2. **How was the amount calculated?**
c1. **If no, why are indirect costs not included?**
[x] Not allowed by granting agency [ ] To maximize use of grant funds on direct services
[ ] Other (please explain):
c2. **If no indirect costs are included, what would have been the indirect costs?** None.

12. **Any other significant grant requirements or comments:**

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

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

[x] Existing Site(s)
[ ] Rehabilitated Site(s)
[ ] New Site(s)
[ ] Existing Structure(s)
[ ] Rehabilitated Structure(s)
[ ] New Structure(s)
[ ] Existing Program(s) or Service(s)
[] New Program(s) or Service(s)

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

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

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

Comments:

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

Madeleine Sweet
(Name)

Compliance Coordinator – Data, Evaluation and Compliance
(Title)

Date Reviewed: December 7, 2023

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eric D. Shaw
(Name)

Director
(Title)

Date Reviewed: 12/7/2023 | 12:44 PM PST

DocuSigned by:
Eric Shaw
(Signature Required)

2022 Notice of Funding Availability (NOFA)

Infill Infrastructure Grant Program of 2019

Small Jurisdiction Set Aside and Qualifying Infill Areas

Application

Gavin Newsom, Governor
State of California

Lourdes Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency

Gustavo Velasquez, Director
Department of Housing and Community Development (HCD)

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833
Phone: (916) 263-2771
Email: infill@hcd.ca.gov
Infill Infrastructure Grant Program (IIG) (ca.gov)

NOFA DATE 06/16/2022

Instructions

When opening this file, a yellow banner at the top may appear with a button that says, "Enable Editing", and/or "Enable Macros". It is essential that you click this box(es) so that the macros are enabled. Enabling macros is necessary for full workbook/application functionality.

WARNING: Partial functionality of this application/workbook **WILL BE LOST** when using **Apple Mac Computers**. The Department **highly** recommends using PC Computers and Microsoft Office 2013 or newer to complete the application.

Application materials must be submitted electronically via the Financial Assistance Application Submittal Tool (FAAST) system, available online at;

Financial Assistance Application Submittal Tool (FAAST) system

Small Jurisdictions: **Over-the-Counter** applications will be accepted between **August 25 and September 22, 2022 by 4:00 p.m. Pacific Daylight Time**.

Small Jurisdictions (QIAs and QIPs): For this competitive application process, Applicant must upload all application materials no later than **4:00 p.m. Pacific Daylight Time on August 25, 2022**.

Application must be on the Department's forms and cannot be altered or modified by the Applicant. Excel forms must be in Excel format, not a PDF document.

If the Applicant discovers any errors within application, use the Application Support tab and email the entire workbook to AppSupport@hcd.ca.gov

Additional instructions and guidance are given throughout the Application in "**red**" text and in **cell comments**. Cell Notes/Comments are very important to read as some of these will provide direction when completing your application.

"Yellow" cells	are for Applicant input. It is very important that you answer ALL yellow cells, failure to provide all information may disqualify your application from consideration or may negatively impact your point score. Even if an item is not applicable - "no" or "N/A" must be filled from the drop down.
"Orange" cells	are **required** attachments. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score. Electronically attached files must use the naming convention in the Application.
"Blue" cells	are self-score points awarded in the "Scoring" worksheet. These are automated calculations based on the inputs provided by the Applicant.
"Red" cells	indicate the Applicant has failed to meet a requirement of the program, threshold, scoring, upload, or certification.

Disclosure of Application: Information provided in the application, **through the FAAST Public Search Tool**, will become a public record available for review by the public pursuant to the California Public Records Act (Gov. Code, § 6250 et seq.). As such, any materials provided are subject to disclosure to any person making a records request under this Act. HCD cautions Applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, social security numbers, personal phone numbers, and home addresses. By providing this information to HCD, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

"Optional Answer" will not affect application review or ranking. Sponsor/Applicant/Recipient or Joint Venture Entity meets CDLAC Definition of BIPOC Organization? per CDLAC 523(f)(1)(B), TCAC 10327(c)(2)(E)?	No

Eligible Project Type(s) §200(a)(1)

Yes	Capital Improvement Project - with Qualifying Infill Area (**Large** Jurisdiction)

§200(a)(1) Sponsor/Applicant/Recipient acknowledges that all Large Jurisdiction Qualifying Infill Area applications must include a Qualifying Infill Project, including those Qualifying Infill Projects used to establish the eligibility of a Qualifying Infill Area.	Yes

No	Capital Improvement Project - with Qualifying Infill Area (**Small** Jurisdiction)

No	Capital Improvement Project - with Qualifying Infill Project(s) (**Small** Jurisdiction)

Does the proposed development project include any **Homeownership Units**?	No

Has the Sponsor/Applicant/Recipient applied for to 2022 Multifamily SuperNOFA IIG Program?		No
§200 Sponsor/Applicant/Recipient certifies that the project meets the requirements for eligible Capital Improvement Projects?		Yes
§200(a) Is the CIP an integral part of, or necessary for the development of, a QIP or QIA?		Yes
§200(b)(1) Is the QIP or QIA in an incorporated city, Urbanized Area, or urban cluster? (per definition in §102(iiii)). Urbanized Areas and urban clusters may be verified on the Urbanized Areas and Urban Clusters: 2010 List.	2010 Urbanized Area List	Yes

File Name:	05. Infill-Aerial Photos	Aerial photographs of proposed Project Site to help the department with decision making not limited to relocation and verification that work has not commenced prior to app due date.	Uploaded to FAAST?	Yes

§200(d)(1) Is QIA a contiguous area located within an Urbanized Area that has been previously developed, or where at least 75 percent of the perimeter of the area adjoins parcels that are developed with Urban Uses, and in which at least one development application has been approved or is pending approval for a residential or mixed-use residential project that meets the definition and criteria in HSC Section 53559(c)(4)(B) for a Qualifying Infill Project.?	Yes

File Name:	07. Capital Improvement Project	Documentation evidencing Locality requirements set forth in §203(b).	Uploaded to FAAST?	Yes

§200(b)(2) Is the QIP/QIA located in a Locality which currently has an adopted housing element in substantial compliance with Art.10.6 (§65580) Ch. 3 Div. 1 of Title 7 (Gov. Code §65585) at time of award? If the Award decisions are made within 120 days of the housing element due date, the Department may refer to the jurisdiction's compliance from the prior cycle. A jurisdiction's current housing element compliance status is obtainable thru HCD's website. Please provide date of HCD compliance determination 5/29/2015	Yes
§200(b)(3) At time of application, is QIP/QIA located in a Locality that has submitted its annual progress reports for 2017 through the most recently required annual progress report?	Yes

Is Project being proposed by a **Tribal Entity**? §102(eeee)	No
Is Project being proposed by a **Community-Based Developer**? §102(t)	No
Is Project being proposed by an **Emerging Developer**? §102(bb)	No

IIG §202(j) Sponsor/Applicant/Recipient acknowledges and certifies that the Qualifying Infill Project or Qualifying Infill Area involving new construction, acquisition and substantial Rehabilitation, or conversion of nonresidential structures to residential dwelling Units must be physically capable of accommodating broadband service with at least a speed of 25 megabits per second for downloading and 3 megabits per second for uploading (25/3). Internet service and its ongoing fee are not required.	Yes
IIG §200(h) Sponsor/Applicant/Recipient acknowledges that once a project is awarded Department funds, the Recipient acceptance of these Department funds is acknowledging the project as submitted and approved by the Department and is the project that is to be funded and built. Any partitioning of the project shall make that Award null and void, as the awarded project is no longer feasible as originally submitted and approved and because the awarded funds are unable to be assumed or assigned.	Yes
IIG §200(b)(10) Sponsor/Applicant/Recipient certifies that at the time of the application due date, construction or rehabilitation work has not commenced, except for §200(b)(10)(A-B)?	Yes
Does Sponsor/Applicant/Recipient plan to complete, or has completed, any construction or emergency repairs to existing structures required to eliminate hazards or threats to health and safety as stated at §200(b)(10)(A-B)?	No

Describe the affordable housing experience of the QIP developer (or Required QIP developer for QIA applications):

MidPen Housing Corporation is a 52 year old, non-profit organization experienced in developing and owning affordable housing developments. MidPen has developed or rehabbed over 9,500 affordable homes, with an additional 3,500 affordable homes currently in construction, entitlements or pre-development. MidPen manages assets, primarily of real estate, worth over $1.9 billion, and located in Alameda, Contra Costa, Monterey, Napa, San Benito, San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, and Yuba counties. MidPen Housing Corporation has the demonstrated capacity to complete a project on time and on budget. Some of our recently completed projects in the geography of 850 Turk Street 750 Golden Gate Avenue include Vista Estero, Paseo Estero, and Foon Lok West in Oakland, CA and Chestnut Square Family Housing and Chestnut Square Senior Housing in Livermore, CA.

	QIP Name	QIP Brief Description	QIP Address	QIP City	QIP Zip	Census Tract	APN
Required QIP #1	850 Turk Street	The Turk Street site is a 0.433-acre parcel under ownership of the California Employment Development Department (EDD). The site currently serves a parking lot of EDD staff. The Project is designed as 91-units consisting of 28 studios, 14 one-bedrooms, 25 two-bedrooms and 28 three-bedrooms targeted to families and individuals between 30-60% AMI. In addition to the apartment units, the project provides extensive common space as well as office space for Property Managers and Resident Services	850 Turk Street	San Francisco	94102	160	0744-006
QIP #2	750 Golden Gate Avenue Phase I	The Golden Gate Avenue site is a 0.68-acre parcel under ownership of the California Employment Development Department (EDD) and the Department of General Services (DGS). The site currently serves a parking lot of EDD staff and the public. Phase I of the project is designed as 75-units consisting of 28 studios, 7 one-bedrooms, 19 two-bedrooms and 21 three-bedrooms targeted to families and individuals between 30-60% AMI. In addition to the apartment units, the project provides extensive common space as	750 Golden Gate Avenue	San Francisco	94102	160	0761-002, 0761-003, 0761-022, & 0761-062
QIP #3	750 Golden Gate Avenue Phase II	The Golden Gate Avenue site is a 0.68-acre parcel under ownership of the California Employment Development Department (EDD) and the Department of General Services (DGS). The site currently serves a parking lot of EDD staff and the public. Phase II of the project is designed as 96-units consisting of 34 studios, 14 one-bedrooms, 20 two-bedrooms and 28 three-bedrooms targeted to families and individuals between 30-60% AMI. In addition to the apartment units, the project provides extensive common space as	750 Golden Gate Avenue	San Francisco	94102	160	0761-002, 0761-003, 0761-022, & 0761-062
QIP #4							
QIP #5							
QIP #6							

	Name(s) of QIP(s) that CIP will support	Related CIP Description and Scope of work §203
CIP (identify all if more than one)	850 Turk Street	The scope of the CIP construction includes 32 covered parking spaces constructed in a podium parking garage, site grading, utility installation and a passive vapor barrier system. All of these improvements are required for the development of the above QIPs as outlined in Attachment 7.
	750 Golden Gate Avenue Phase I	The scope of the CIP construction includes 37 covered parking spaces constructed in a podium parking garage, site grading, utility installation and a passive vapor barrier system. All of these improvements are required for the development of the above QIPs as outlined in Attachment 7.
	750 Golden Gate Avenue Phase II	The scope of the CIP construction includes 29 covered parking spaces constructed in a podium parking garage, site grading, utility installation and a passive vapor barrier system. All of these improvements are required for the development of the above QIPs as outlined in Attachment 7.

Is the required QIP a scattered site project? If yes, enter the information below.	No
Site Address	**Homeownership or Rental**
N/A	

QIA - Commercial Square Feet	N/A

Project Information

Project Development Type	New Construction		Large Jurisdiction
Project Name	850 Turk Street and 750 Golden Gate Avenue		

Project County	San Francisco	Project City	San Francisco	Project Zip	94102	Geographic Location	Northern

Has the Sponsor/Applicant/Recipient applied, plan to apply, or been awarded other HCD program funds (outside this NOFA) for this Project?	Yes

If applicable, provide **other** Project name(s) for which this Project has applied for HCD funds in the past.

850 Turk Street; Turk Street; 750 Golden Gate Avenue; Golden Gate Avenue; Golden Gate Avenue Phase I; Golden Gate Avenue Phase II

Negative points may be assed if Sponsor/Applicant/Recipient fails to disclose all past awards, simultaneous applications, and known future applications.

HCD program(s) name(s):	Plan to apply?	Loan amount	Grant amount	Awarded?	Award date or expected Award date?	HCD Contract Number
Excess Sites Local Government Matching Grants Program (LGI	No	$0	$10,000,000	Yes	6/28/2022	TBD
Super NOFA Multifamily Housing Program (MHP) - QIP #1	No	$27,166,088	$0	No	11/1/2022	TBD
Super NOFA Multifamily Housing Program (MHP) - QIPs #2 & 3	Yes	$48,582,690		No	11/1/2023	TBD
AHSC TRA						
AHSC STI						
AHSC PGM						
NPLH COSR only						
HHC COSR only						

Type of Tax Credits	4%				
Federal	Yes	Proposed equity investor contribution ($)	$32,543,608	Anticipated tax credit factor	$0.9200
State	No	Proposed equity investor contribution ($)	N/A	Anticipated tax credit factor	N/A

File Name	13. Tax Credit Reservation	If the Project has already received a tax credit reservation, upload Tax Credit Reservation Letter.	Uploaded to FAAST?	No

Timeframe for applying for 4%Tax Credits	Proposed month	February	Proposed year	2024

UMR §8302 New Construction Project: is demolition of existing residential required? — No

Total Units	LIHTC Units	QIA total Site Area		Units per Acre		Age Restrictions	Special Facility Type	Tenure Type	Rental Subsidy?	Commercial Space?	Relocation Required?
262	262	1.11	Acres	236	Per Acre	None	N/A	Permanent	No	Yes	No

Operating Subsidy?	No	HUD 811 Project?	No	Any type of demolition required?	Yes

Describe any demolition to be completed (including any structures, parking lots, signage, or billboards to be demolished).

The existing single-story parking structure on Turk Street and the surface parking lot on Golden Gate Avenue which are owned and utilized by the State of California will be demolished prior to construction of the affordable housing development.

§102(rrr) Is Project located in a Rural Area as defined by HSC §50199.21? Sponsor/Applicant/Recipient must use the TCAC Method for determining rural status. — Documentation of rural status — No

Identify the Resource Area per TCAC/HCD Opportunity Area Map. Sponsor/Applicant/Recipient may choose to utilize a Resource Area designation from the TCAC/HCD Opportunity Area Maps in effect when the initial site control (pursuant to UMR §8303(a)) was obtained, if a TCAC/HCD Opportunity Area Map exists for that year. — https://www.treasurer.ca.gov/ctcac/opportunity.asp

Is Project located in a High or Highest Resource Area per TCAC/HCD Opportunity Area Map available at the time of application? — No

Enter the entire TCAC/HCD Opportunity Area Map Tract ID #: 06075016000 — Opportunity Area Map Category: Moderate Resource

File Name:	15. Opportunity Area	A TCAC/HCD Opportunity Area Status Map showing the project area, either (1) at time of application, or (2) when initial site control (pursuant to UMR §8303(a)) was obtained, if a TCAC/HCD Opportunity Area Map exists for that year.	Uploaded to FAAST?	Yes

Eligible Applicant IIG §201

Organizational documents are required for non-governmental Sponsor/Applicant/Recipient

Eligible Applicant #1	Entity Name	City and County of San Francisco, a municipal corporation, acting by and through the Mayor's Office of Housin
Eligible Sponsor/Applicant/Recipient Type	City and County	
Will the Sponsor/Applicant/Recipient be the Recipient/co-Recipient of the Department's Award of funds?		Yes

File Name:	16a. App1 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Uploaded to FAAST?	Yes
File Name:	16b. App1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to FAAST?	N/A
File Name:	16c. App1 OrgChart	Applicant Organization Chart.	Uploaded to FAAST?	N/A
File Name:	16d. App1 Signature Block	Signature Block - upload in Microsoft Word Document.	Uploaded to FAAST?	N/A
File Name:	16e. App1 Cert of Good Standing	Certificate of Good Standing dated within 30 days of the application due date.	Uploaded to FAAST?	N/A
File Name:	16f. App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Uploaded to FAAST?	N/A

QIA Application: Required QIP **QIP Application: Sponsor/Applicant/Recipient # 2**	Entity Name	N/A

Sponsor/Applicant/Recipient #3 (N/A for QIA)	Entity Name	N/A

Managing General Partner	Entity Name	N/A

Administrative General Partner #1	Entity Name	N/A

Administrative General Partner #2	Entity Name	N/A

Manager of LLC	Entity Name	N/A

Site Control CIPs only UMR §8303 and §8316

§202(m) At time of application, does Sponsor/Applicant/Recipient, or its wholly controlled affiliate have and will retain site control through the term of the award? Yes

Type of site control:		Date	Expires	Extensions Available	Purchase Price	QIP Land Area	
QIP #1	Exclusive Right to Negotiate	5/12/2022	5/12/2023	reed upon between State and M	N/A	0.43	acres
QIP #2	Exclusive Right to Negotiate	5/12/2022	5/12/2023	reed upon between State and M	N/A	0.29	acres
QIP #3	Exclusive Right to Negotiate	5/12/2022	5/12/2023	reed upon between State and M	N/A	0.39	acres
							acres
							acres
							acres
					Total QIA	1.11	

Current owner		Current owner street address	City	State	Zip code
QIP #1	State of California	707 3rd Street, 5th Floor	West Sacramento	CA	95605
QIP #2	State of California	707 3rd Street, 5th Floor	West Sacramento	CA	95605
QIP #3	State of California	707 3rd Street, 5th Floor	West Sacramento	CA	95605

Below, provide details for unusual site control special circumstances, and for applications with multiple or non-contiguous parcels, scattered sites, lot line adjustments, air rights parceling, phased projects, or other complex land transactions, including unique value calculations and explanations as applicable:

An Exclusive Negotiating Agreement (ENA) is included as a part of the Site Control section of the IIG Application. After responding to a State-issued RFP in 2021, MidPen Housing was awarded rights to develop two 100% affordable housing buildings on 850 Turk Street and 750 Golden Gate Avenue which were identified for affordable housing development under Executive Order N-06-19 as Excess State-owned Lands. Although the ENA covers both the Turk Street and Golden Gate Avenue sites, they are considered separate projects and will each be issued ultimate site control under separate Ground Lease documents with the State. The affordable housing projects will be situated atop two separate ground floor parking garage, totaling approximately 98 parking stalls. The parking and housing projects at each site will be developed as separate

Planned and completed property transfer(s). Ground Lease planned? Yes

Lessor	Term	Annual Payment
Department of Housing and Community Development	99 years	$1

Below, describe property transfers occurring in connection with development of the Project.

The sites are currently owned by the State of California and held by the Employment Development Department and the Department of General Services. MidPen, via wholly controlled affiliate entities, will enter into separate ground leases with the State to develop and manage each affordable housing project.

File Name:	21. CIP Site Control #1, CIP Site Control #2, etc.	Documentation of CIPs site control in accordance with UMR §8303.	Uploaded to FAAST?	Yes
File Name:	22. CIP Preliminary Title Report #1, CIP Preliminary Title Report #2, etc.	Provide a preliminary title report dated within 30 days of application due date. For projects developed in Indian Country, an attorney's opinion regarding chain of title and current title status is acceptable in lieu of a title report.	Uploaded to FAAST?	Yes
File Name:	23. CIP Appraisal #1, CIP Appraisal #2, etc.	If land cost or value is included in the development budget, an appraisal report prepared by an independent third-party appraisal prepared by a Member Appraisal Institute-qualified appraiser.	Uploaded to FAAST?	Yes

Required QIP Site and Unit Information

Current Use	Proposed Zoning (code and name)	Is Site Improved?	Year Improvements Built?
EDD Parking structure and lots	RM-4 (Residential Mixed, High Density)	Yes	1954

Rent Control?	Access Road Maintenance	Sponsor/Applicant/Recipient Notes
No	Public	

Required QIP Site conditions and adjoining land uses

No	Poor drainage	No	Erosion problems	No	Unstable soil	Yes	Underground storage tanks
Yes	Possible lead paint	Yes	Possible asbestos	No	Wetlands area	No	Onsite stream/creek
No	100-yr. flood plain	Yes	Possible soil pollution	No	Grade 5-10%	Yes	Grade over 10%
No	Airport within 2 miles	No	Possible high noise level	No	Abandoned well(s)	No	Railroad tracks within 100 yards
No	Unusual ingress/egress	No	High water table	Yes	Retaining wall	No	Ground water contamination

Describe QIA adjoining land uses

West	Length in Feet	137.5	Chinese Americal International School and the San Francisco Federal Credit Union
East	Length in Feet	257.5	An empty lot and a Shell Oil gas station and bound by Franklin Street and the Opera Plaza, which includes residential and commercial
North	Length in Feet	257.5	Residential apartment buildings

South	Length in Feet	247.5	Bound by Golden Gate Avenue and commercial and residential buildings including offices and senior apartments
Unique Features	The north side of the 850 Turk Street property is bound by a retaining wall.		

Required QIP #1 proposed Units (include Manager's Units)

	0 Bdrm	1 Bdrm	2 Bdrm	3 Bdrm	4 Bdrm	5 + Bdrm	Total # Units	Total # Bedrooms	Total # Buildings	Total # Mgr. Units	Total # of Parking Spaces
Existing							0	0			
Proposed	90	35	60	77	0	0	262	476	1	1	32

Building types	New Construction Units	Stories	Bldgs.
Townhouse/Row House			
One or Two Story Walk-Up			
Mid-Rise (3-5 stories)			
High-Rise (6+stories)	262	16	2
Detached Single Family			
Duplex/4-Plex			
Non-Residential Bldg(s)			
Totals	262		2

Unit Size	Baths	Layout	Avg. Sq. Ft.	All Units	Restricted
0 Bdrm.	1	Flat	321	90	90
1 Bdrm.	1	Flat	511	35	35
2 Bdrm.	1	Flat	751	60	57
3 Bdrm.	2	Flat	991	77	77
4 Bdrm.				0	0
5 Bdrm.				0	0
			Total Units	262	259

Sponsor/Applicant/Recipient Notes

While the heading for this section in Row 298 states "Required QIP #1 proposed Units," the formulas account for all proposed units across QIP #1, QIP #2 and QIP #3. As such, this portion of the application (rows 298-312) has been completed to show the cumulative information for all three QIPs. The Required QIP #1 (850 Turk Street) consists of 91 units, including 28 studios, 14 one-bedrooms, 21 two-bedrooms and 28 three-bedrooms in a single 8-story building. QIPs #2 & 3 (750 Golden Gate Avenue Phases I & II) consist of a total of 171 units, including a total of 62 studios, 21 one-bedrooms, 39 two-bedrooms and 49 three-bedrooms in a single 8-story building built in two phases.

Amenities (QIP as required by QIA)

Unit Amenities/Features

No	Air Conditioning	Yes	Refrigerator	Yes	Range	No	Microwave	Yes	Disposal
Yes	Dishwasher	No	Walk-In Closet	No	Fenced Rear Yard	No	Ceiling Fans	Yes	Curtains/Blinds
No	Fireplace	No	Emergency Call	No	Free Cable TV	No	Storage Area	No	Lofts
No	Balcony	No	Patio		(Other)		(Other)		(Other)

Project Amenities

Elevator(s)	Yes	2	Laundry Rms.	Yes	1	Washers	Yes	9	Dryers	Yes	9

Yes	Community Room	Yes	Community Kitchen	No	Computer Room	Yes	High Speed Internet
No	Fitness Room	Yes	Picnic/BBQ Area(s)	Yes	Tot Lot/Playground	No	Sports Court
No	Tennis Court	No	Swimming Pool	No	Jacuzzi/Sauna	Yes	Bike Parking
	(Other)		(Other)		(Other)		(Other)

Security & Other

No	Gated Entry	Yes	Bldg. Card Key	No	Security Patrol	Yes	Security Cameras

Describe any mandatory charges to tenants beyond allowable Rents.

N/A

Other onsite Services?

Both 850 Turk Street and 750 Golden Gate Avenue will include on site Learning Centers for youth programming (for residents only).

Miscellaneous Information (QIP as required by QIA)

Residential Space

Residential Units	59,616	Common Areas	19,924	Community Room	4,000	Leasing Office	2,300	Additional Storage Space	
Subtotal Residential SF	85,840								

Maintenance Shop		Childcare Center		Service Area		Service Office	
(Other)		(Other)		(Other)		(Other)	
Total Residential SF	85,840						

Residential Parking

Free Residential Parking Spaces

Uncovered Tenant Parking		Covered Tenant Parking		Enclosed Tenant Parking		Tenant Guest Spaces	

Subtotal Parking Spaces	0

Extra Spaces Tenants may Rent

Uncovered Parking		Covered Parking		Enclosed Parking		Total Handicap Parking Spaces	
Grand Total Parking Spaces	0						

Commercial Space

Commercial Square Footage

Commercial Area		Offices		Childcare Center		Storage Space		(Other): Parking G	10,340
Total Commercial SF	10,340								

Parking Spaces for Commercial Tenants

Uncovered Parking		Covered Parking	32	**Total Spaces**	**32**

Describe other available parking for commercial patrons

The commercial parking is structured parking that serves as replacement parking for the current site use of EDD employee and public customer parking for their nearby offices. Replacement parking for EDD is a condition for 850 Turk Street and 750 Golden Gate to be considered Excess Sites under EO N-06-19. Both garages will be operated and maintained by the State and will not generate any income for the Developer.

Income from sources other than residential Rents and subsidies (QIP as required by QIA)

Laundry

No. of Units Using Central Laundry	91
Weekly Assumed Income Per Unit	$2.31
Annual Total Laundry Income	$10,920

Residential Parking

Tenant Rental Spaces	0
Monthly Income Per Space	
Annual Residential Parking Income	$0

Commercial Parking

Number of Rental Spaces	32
Monthly Income Per Space	$0
Annual Commercial Parking Income	$0

Other Leased Spaces

Residential	Lease Terms	Sq. Feet	Rent/SF/Mo.	Annual Gross
				$0
				$0
				$0
				$0
Commercial				
				$0
				$0
				$0
				$0
			Total Income from Other Leased Spaces	$0

Monthly utility allowance (QIP as required by QIA)

Utilities	Type of Utility (Gas, Electric, etc.)	Does the owner or tenant pay utilities?	Enter Allowances for Tenant Paid Utilities by Bdrm. Size: 0 bdrm	1 bdrm	2 bdrms	3 bdrms	4 bdrms	≥5 bdrms
Heating	Electric	Tenant	$37	$44	$57	$70		
Cooking	Electric	Tenant	$11	$14	$25	$32		
Other Electric	Electric	Tenant	$43	$51	$72	$97		
Air Conditioning								
Water Heating	Electric	Owner						
Water	Public	Owner						
Sewer	Public	Owner						
Trash	Public	Owner						
Other								
		Total Tenant Utility Allowance	$91	$109	$154	$199	$0	$0

Source for utility allowances (QIP as required by QIA)

Local PHA?	Yes	Name:	San Francisco Housing Authority					Effective date:	5/11/2022
HUD?	No	Utility Company (Actual Survey)?	No	CUAC?	No	Other?	No		

Sponsor/Applicant/Recipient Notes:

Relocation Requirements §301

The Recipient/Sponsor who develops a Qualifying Infill Project, Qualifying Infill Area, or Capital Improvement Project resulting in displacement of persons, businesses or farm operations shall be solely responsible for providing the assistance and benefits set forth in this section and in applicable state and federal law, and shall agree to indemnify and hold harmless the Department from any liabilities or claims for relocation-related costs.

Does Project or any QIP trigger State Relocation Assistance Law (Title 1, GC, Division 7, Chapter 16, commencing at Section 7260, and Title 25 CCR, Subchapter 1, Chapter 6, commencing at Section 6000)? **No**

Provide a narrative explanation, in the box below, **supporting why relocation is not required**. "N/A" or "Vacant Land" is not sufficient.

Turk Street is currently occupied by an existing single-story parking structure and Golden Gate Avenue is occupied by a surface parking lot, both of which are utilized by employees and public customers of a nearby Employment Development Department building. The existing structure does not contain any occupants and therefore no relocation applies.

Environmental Requirements & Reports

§202(h)

The Qualifying Infill Project(s), Qualifying Infill Projects within Qualifying Infill Area, and Capital Improvement Project sites are free from severe adverse environmental conditions, such as the presence of toxic waste that is economically infeasible to remove or cannot be mitigated; | Yes

If environmental mitigation is required, are costs sufficient, pursuant to the environmental reports and included in the Project's Development Budget? | Yes

File Name:	25. Env. Report 1	Phase I (prepared or updated no earlier than 12 months prior to the application due date).	Uploaded to FAAST?	Yes
File Name:	26. Env. Report 2	Phase II (prepared or updated no earlier than 12 months prior to the application due date).	Uploaded to FAAST?	Yes
File Name:	27. Env. Report 6	Other Environmental Report.	Uploaded to FAAST?	N/A

Sponsor/Applicant/Recipient Notes:

Nondiscrimination and Fair Housing Requirements §300(a)

Sponsor/Applicant/Recipient shall adopt a written non-discrimination policy. Sponsor/Applicant/Recipient certifies to comply with all applicable state and federal law, including, without limitation, the requirements of Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d et seq.); the Americans with Disabilities Act of 1990; the Fair Housing Act; the Fair Housing Amendments Act of 1988; the California Fair Employment and Housing Act; the Unruh Civil Rights Act; GC Section 11135; Rehabilitation Act of 1973 Section 504; and all regulations promulgated pursuant to those statutes (including 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35)? | Yes

Americans with Disabilities Act and Physical Accessibility Requirements §300(b)

All developments shall adhere to the accessibility requirements set forth in: (i) California Building Code Chapters 11A and 11B; (ii) the federal Fair Housing Act (42 U.S.C. § 3601 et seq.) and its regulations at 24 Code of Federal Regulations part 100 (particularly 24 C.F.R. Section 100.205), and its design and construction requirements, including ANSI A117.1-1986, and the Fair Housing Accessibility Guidelines, March 6, 1991, in conjunction with the Supplement to Notice of Fair Housing Accessibility Guidelines: Questions and Answers About the Guidelines, June 28, 1994; and (iii) the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.) and its Title II and Title III regulations at 28 Code of Federal Regulations parts 35 and 36; and Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and the implementing HUD regulations at 24 Code of Federal Regulations part 8. In addition, developments shall adhere to either the Uniform Federal Accessibility Standards (UFAS) (24 C.F.R. Section 8.32), or HUD's Alternative Accessibility Standard. In addition, the Sponsor/Applicant/Recipient shall ensure that the Project meets the following requirements:

Sponsor/Applicant/Recipient certifies to ensure compliance with all applicable state and federal building codes and accessibility laws and standards? | Yes

Violence Against Women Act (VAWA) §300(c)

Sponsor/Applicant/Recipient certifies that where applicable, Sponsor/Applicant/Recipient shall ensure individuals are not denied assistance, evicted, or have their assistance terminated because of their status as survivors of domestic violence, dating violence, sexual assault, or stalking, or for being affiliated with a victim, pursuant to §34 USC Section 12491. | Yes

Pet Friendly Housing Act of 2017 §300(d)

Sponsor/Applicant/Recipient certifies to authorize residents of the housing development to own or otherwise maintain one or more common household pets pursuant to the Pet Friendly Housing Act of 2017 (HSC Section 50466). | Yes

California State Prevailing Wage Law §300(e)

Sponsor/Applicant/Recipient certifies that the project will comply with California's prevailing wage law (Lab. Code, Section 1720 et seq.)
The Sponsor/Applicant/Recipient should seek professional legal advice about the law's requirements. | Yes

For the purposes of California's prevailing wage law (Lab. Code, Section 1720 et seq.), an IIG Capital Improvement Project shall be considered a public work that is paid for in whole or in part out of public funds. As such, it is subject to California's prevailing wage law. Program funding of a CIP shall not necessarily, in and of itself, be considered public funding of a QIP unless such funding is considered public funding under California's prevailing wage law.
Although the use of Program funds does not require compliance with the federal Davis-Bacon Act, other funding sources may require compliance with the federal Davis-Bacon Act.

Application Document Checklist

Instructions for Application submission:

Upon completion of the Application Workbook, create a PDF of the "Document Checklist-Full List" tab and upload as "01. Document Checklist"

The following is a FULL list of ALL the items that may be necessary to upload to FAAST portal.
Use the electronic file name descriptions below for the electronic submission via FAAST portal. Application materials, workbooks, and supporting documentation must be submitted no later than **4:00 p.m. Pacific Daylight Time on August 25th, 2022**.

Electronic File Name	Document Description	Included?
01. Document Checklist	Document Checklist.	Included
02. Application	Infill Infrastructure Grant Program of 2019 Excel Application.	Included

From "Project Overview" Sheet/tab

3. Adopted local general plan	Submit relevant pages from the adopted local general plan and certification from the local public sewer and water provider verifying service to the QIP site(s).	Not Applicable
04. Urbanized Area	A. If the QIP site(s) is in an incorporated city, Urbanized Area or urban cluster no additional documentation required. B. If the QIP site(s) is an unincorporated area outside of an urban area or urban cluster but within an urban service area that is designated in the local general plan for urban development and is served by the public sewer and water, submit relevant pages from the adopted local general plan and certification from the local public sewer and water provider verifying service to the QIP site(s). or C. If the QIP site(s) does not meet the requirement of either paragraph A or B the project is ineligible for funding under this NOFA.	Not Applicable
05. Infill-Aerial Photos	Aerial photographs of proposed Project Site to help the department with decision making not limited to relocation and verification that work has not commenced prior to app due date.	Included
06. Site Plan	Provide documentation of compliance with (Qualifying Infill Project (QIA) §200(d)(1), for small jurisdictions §200(e)(1)(A)) certified by a California State-licensed professional such as an engineer, surveyor, or landscape architect. The project must be located within an Urbanized Area on a site that has been previously developed, or on a vacant site where at least **75** (**50** for Small Jurisdictions) percent of the perimeter of the site adjoins parcels that are developed with Urban Uses.	Not Applicable
07. Capital Improvement Project	Documentation evidencing Locality requirements set forth in §203(b).	Included
08. Tribal Entity Waiver	Request for waiver as provided for in HSC Section 50406, subdivision (p).	Not Applicable
08a. Indian Country Verification	Documentation verifying land is located in Indian Country as defined by 18 USC 1151.	Not Applicable
08b. Fee or Trust Land Verification	Documentation verifying land is located on Fee or Trust Land.	Not Applicable
09. Community-Based Developer Experience	Attach documentation indicating Community Based Developer will be meeting experience requirements through alternative methods IIG Guidelines §201(b)(3).	Not Applicable
10. Emerging Developer Experience	Provide documentation satisfying experience. §102(bb).	Not Applicable
11. SponDev Cont. Agreement	Provide fully executed contract agreement between Applicant and Experience Developer.	Not Applicable
12. Project Timeline	Provide explanation how the Project meets the exceptions specified in program Guidelines.	Not Applicable
13. Tax Credit Reservation	If the Project has already received a tax credit reservation, upload Tax Credit Reservation Letter.	Not Applicable
14. Rural Status Determination	TCAC method for determining rural status. Documentation of rural status	Not Applicable
15. Opportunity Area	A TCAC/HCD Opportunity Area Status Map showing the project area, either (1) at time of application, or (2) when initial site control (pursuant to UMR §8303(a)) was obtained, if a TCAC/HCD Opportunity Area Map exists for that year.	Included

Applicant 1 Organizational Documents

16a. App1 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Included
16b. App1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable
16c. App1 OrgChart	Applicant Organization Chart.	Not Applicable
16d. App1 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable
16e. App1 Cert of Good Standing	Certificate of Good Standing dated within 30 days of the application due date.	Not Applicable
16f. App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable

Applicant 2 Organizational Documents

17a. App2 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Not Applicable
17b. App2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable
17c. App2 OrgChart	Applicant Organization Chart.	Not Applicable
17d. App2 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable
17e. App2 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Not Applicable
17f. App2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable

Applicant 3 Organizational Documents

18a. App3 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Not Applicable
18b. App3 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable
18c. App3 OrgChart	Applicant Organization Chart.	Not Applicable
18d. App3 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable

18e. App3 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Not Applicable
18f. App3 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable

Joint Venture 1 Organizational Documents

19a. Joint Venture Agreement	Executed copy stating the terms of joint venture agreement.	Not Applicable
19b. JV1 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Not Applicable
19c. JV1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable
19d. JV1 OrgChart	Applicant Organization Chart.	Not Applicable
19e. JV1 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable
19f. JV1 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Not Applicable
19g. JV1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable

Joint Venture 2 Organizational Documents

20a. JV2 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Not Applicable
20b. JV2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable
20c. JV2 OrgChart	Applicant Organization Chart.	Not Applicable
20d. JV2 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable
20e. JV2 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Not Applicable
20f. JV2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable

Site Control

21. CIP Site Control #1, CIP Site Control #2, etc.	Documentation of CIPs site control in accordance with UMR §8303.	Included
22. CIP Preliminary Title Report #1, CIP Preliminary Title Report #2, etc.	Provide a preliminary title report dated within 30 days of application due date. For projects developed in Indian Country, an attorney's opinion regarding chain of title and current title status is acceptable in lieu of a title report.	Included
23. CIP Appraisal #1, CIP Appraisal #2, etc.	If land cost or value is included in the development budget, an appraisal report prepared by an independent third-party appraisal prepared by a Member Appraisal Institute-qualified appraiser.	Included

Relocation Requirements

24. Relocation Plan	A Relocation Plan that conforms with the provisions of Title 25 CCR, Section 6038, and any other applicable relocation laws.	Not Applicable

Environmental Requirements & Reports

25. Env. Report 1	Phase I (prepared or updated no earlier than 12 months prior to the application due date).	Included
26. Env. Report 2	Phase II (prepared or updated no earlier than 12 months prior to the application due date).	Included
27. Env. Report 6	Other Environmental Report.	Not Applicable

From "Operating Budget" Sheet/tab

28. Op Exp Compare	Submit at least three (3) operating expense comparables for similar projects located in the same market area. Projects should be affordable housing projects similar in size, type, amenities, and population to the proposed project. One comparable may be submitted for a 100% market rate Project if unable to locate affordable housing comparables. The most recent two years audited statements for each comparable is preferred, if available. Additional information may be required during the Application review process.	Included

From "Scoring" Sheet/tab

29. Excess state-owned property	Submit either a fully executed Exclusive Negotiation Agreement (ENA) or Lease Option Agreement with the State to enter into a 99 year lease.	Included
33. Certification of Fiscal Integrity	Submit a certification that the projects for which points are requested have maintained Fiscal Integrity for the year in which each Rental Housing Development's last financial statement has been prepared, a positive operating cash flow from typical residential income alone and have funded reserves in accordance with the partnership agreement and any applicable loan documents.	Included
34. Enforceable MA	An enforceable management agreement executed by both parties for the subject application must be submitted at the time of application.	Included
35. Bona-fide MA	At time of application, provide contract agreement between MidPen Property Management Corporation and .	Not Applicable
36. Const EFC #1, #2, etc.	Provide all commitment letters or other evidence documenting construction financing commitments.	Included
37. Perm EFC #1, #2, etc.	Provide all commitment letters or other evidence documenting deferred payment permanent financing commitments.	Not Applicable
38. FEMA DD	Provide FEMA Major Disaster Declaration documentation.	Not Applicable
39. Disaster Housing Plan	Provide documentation or a plan on how the Project will contribute to providing housing for disaster-impacted households.	Not Applicable
40. Local Approvals	Provide evidence of a submitted complete Application to the relevant local authorities for land use approval under a Nondiscretionary Local Approval Process, where the Application has been neither approved or disapproved	Not Applicable
41. AICP Letter	Letter from Planner certified by AICP stating project meets all requirements for approval under a Nondiscretionary Local Approval Process	Not Applicable
42. CEQA	Copy of CEQA Determination Documents.	Included

43. FEMA DD	Provide FEMA Major Disaster Declaration documentation.	Not Applicable
44. Disaster Housing Plan	Provide documentation or a plan on how the Project will contribute to providing housing for disaster-impacted households.	Not Applicable
45. Local Approvals	Local Approvals and Environmental Review Verification form(s) completed and signed by local authority or Responsible Entity, if different from jurisdiction.	Included
46. Net Density Verification	Provide a minimum density ordinance, recorded binding covenant or date stamped map, and letter certified by a California State-licensed professional such as an engineer, surveyor or architect confirming the Net Density.	Included
47. Amenities List	List of amenities qualifying for TCAC points identified in the "Scoring" Worksheet. Include amenity name, address, distance from the project, and amount of TCAC points earned.	Included
48. Amenities-Scaled Distance Map	Provide a scaled map showing the location of amenities in relation to the Project corresponding to the Amenities List. Include each amenity business name and street address.	Included
49. Walkable Route Location Map	These transit points must be measured by a Walkable Route from the nearest boundary of the Project to the outer boundary of the site of the Transit Station or Major Transit Stop.	Included
50. Reducing Barriers Plan	Provide plan tailored to the needs of the tenant population.	Included
51. Sustainable Communities Strategy	Provide a letter or resolution executed by an officer or an equivalent representative from, the metropolitan planning organization, regional transportation planning agency, planning, or local transportation commission. A single letter may support multiple projects, but each project application must include a copy of the letter.	Not Applicable
52. Regional Plan	Provide a letter or resolution executed by an officer of, or an equivalent representative from, the metropolitan planning organization, regional transportation planning agency, or local transportation commission. A single letter may support multiple projects, but each project application must include a copy of the letter.	Not Applicable
53. Transit Priority Area	Provide a letter or resolution executed by an officer of, or an equivalent representative from, the metropolitan planning organization, regional transportation planning agency, or local transportation commission. A single letter may support multiple projects, but each project application must include a copy of the letter.	Not Applicable
54. Green Building Status	Provide signed letter from a certified LEED Green rater, certified Green Point rater, or licensed engineer stating the green building status.	Not Applicable
55. Near Electrification	Provide a document from a licensed professional that the Project or mixed-use development will contain the level of electricity stated in in this application.	Not Applicable
56. Electric Design	Provide a document from a licensed professional that the document that the project or mixed-use Development will contain the level of electricity stated in this application.	Included

From "IIG Threshold Requirements" Sheet/tab

57. Development Agreement	Agreement executed on or before FALSE that contains affordability covenants.	Not Applicable
58. Density Requirements Exception	If a city with a population greater than 100,000 in a standard metropolitan statistical area or a population of less than two million is unable to meet the density requirements described in §200 (b)(5) they may submit a petition for an exception to those requirements. The petition must describe the reasons the city believes the exception is warranted.	Not Applicable
59. Relevant Development Plan	Provide a copy of the relevant plan showing area designation.	Included
60. Minimum Density Ordinance	Identify a mechanism, such as a minimum density ordinance or a recorded binding Covenant, acceptable to the Department to reliably ensure that future development will occur at an overall Net Density equaling or exceeding that set forth in IIG §200(b)(5).	Included
61. QIP Letter of Support	QIP letter of support from the governing body (City Council or Board of Supervisors). The QIP letter of support may be submitted via FAAST during the application period, or to Infill@hcd.ca.gov after the application period closes, but no later that 60 days after the application due date. The QIP letter of support must contain the following: 1. The QIP project name and location (physical address is preferred, if established); 2. A brief statement of support identifying project and the QIP developer (IIG QIP Applicant); and 3. Be on City or County letterhead, dated, and signed by city clerk or governing body (City Council or Board of Supervisors) chairperson	Not Applicable
62. Service Amenity List	List of service amenities qualifying for TCAC points, include service amenity name, number of service hours, and amount of TCAC points earned.	Included
63. Market Study	Market Study (prepared in accordance with TCAC latest Market Study Guideline requirements prepared or updated no earlier than 12 months prior to the application due date).	Included

From "Max Grant Amount" Sheet/tab

64. Net Density Verification	Provide a minimum density ordinance, recorded binding covenant or date stamped map, and letter certified by a California State-licensed professional such as an engineer, surveyor or architect confirming the Net Density.	Not Applicable

From "Applicant Certification" Sheet/tab

65. Applicant Certification LOE	Letter of Explanation(s) for Certification & Legal "Yes" answers, or as clarification deemed necessary by the Applicant for information included in this application.	Included

Required additional reports			
	66. "Other" Supporting documentation	Provide any other documentation that may help HCD with its threshold, scoring, or financial feasibility review. If multiple, please use "71b. File name", "71c. File name", etc.	Not Applicable
	67. Letter of Explanation	Submit a letter of explanation providing details for all "No" answers that are shaded red above.	Included

End of Document

Development Team Contacts and Legislative Information

Contact Type	Entity Legal Name	Eligible Sponsor/Applicant/Recipient Type	Address	City	State	Zip Code	Authorized Representative	Title	Email	Phone #	Contact Name	Title	Email	Phone #	Contact Address	City	State	Zip Code
Sponsor/Applicant/Recipient #1	City and County of San Francisco, a municipal corporation, acting by and through the Mayor's Office of	City and County	1 South Van Ness, #5	San Francisco	CA	94103	Eric Shaw	Director	Eric.Shaw@sfgov.org	415-701-5500	Robert Baca	Joint Development Director	robert.baca@sfgov.org	415-701-5500	1 South Van Ness #5	San Francisco	CA	94103
Financial Consultant	California Housing Partnership Corporation		369 Pine Street, Suite 300	San Francisco	CA	94104					Dave Kiddoo	Senior Director, Financial Consulting	dkiddoo@chpc.net	510-859-8097				
Sponsor/Applicant/Recipient Legal Counsel	Gubb & Barshay LLP		235 Montgomery Street, Suite 1110	San Francisco	CA	94104					Evan Gross	Partner	egross@gubbandbarshay.com	415.781.6600 ext. 6				
General Contractor	TBD																	
Architect	David Baker Architects		461 Second Street #127	San Francisco	CA	94107					Daniel Simons	Principal	danielsimons@dbarchitect.com	415.799.4585				
Property Management Company	MidPen Property Management Company		303 Vintage Park Drive, Suite 250	Foster City	CA	94404					Kasey Archey	Seniro Vice President of Property	kasey.archey@midpen-housing.org	650-356-2900				
Other (Specify)																		
Other (Specify)																		
Other (Specify)																		

Congress person Name(s)	District #	State Senator Name(s)	District #	State Assembly Member Name(s)	District #
Nancy Pelosi	12	Scott Wiener	11	Matt Haney	17

Maximum Loan and Grant Amounts - Summary

Project Name: **850 Turk Street and 750 Golden Gate Avenue**
Development Type: New Construction County: San Francisco
Project Type(s) :

High(est) Resource Area	Rural Status:	Urban/Rural Area:
FALSE	FALSE	Urban

NOFA; Total HCD funding, including Super NOFA funds, shall not exceed the following percentages of the total development cost:			
40 percent for projects utilizing 9% tax credits	50 percent for projects utilizing 4% tax credits	75 percent for projects not utilizing tax credits	
Total "other" awarded HCD funding for this Project:	$10,000,000	4%	Meets criteria

Sponsor/Applicant/Recipient acknowledges that over the life of the IIG program (to include the Infill Incentive Grant Program of 2007, the Infill Infrastructure Grant Program of 2019, and any future iterations of the Program), the total of all Program Awards for any single Qualifying Infill Project or Qualifying Infill Area shall not exceed $60 million.	Yes
Sponsor/Applicant/Recipient acknowledges that a maximum of four HCD Funding Sources comprised of no more than two development loans and two housing-related infrastructure grants may be used on a single Project.	Yes

Funds requested (This application only)	Total past awards (this project)		TDC per Unit	HCD Cost per Unit
	Loans	Grants		
$8,091,600	$0	$10,000,000	$379,772	$69,052

IIG Maximum Allowable CIP Grant Amount - **QIA**	$8,091,600	Meets minimum grant award

I. IIG Total Units Base Grant Limit	$13,123,500	Housing Units per Acre (Net Density)	261.0	Net Density **Adjustment Factor**	1.52
I. **IIG** Base Grant Limit with **Adjustment Factor**	$19,947,720				

	Homeowner	Rental	Total Units
QIP 1	0	91	91
QIP 2	0	75	75
QIP 3	0	96	96
QIP 4	0	0	0
QIP 5	0	0	0
QIP 6	0	0	0
	0	262	262

End of Document

Unit Mix, Grant Amount, Terms, and Subsidy Information

Unit	Income Restriction	Number of Bedrooms	Unit Type	Restricted Income Level	Total Units	HH Assisted Units	Special Needs Units**	Chronic Homeless	Disability Homelessness	Other Homelessness	At Risk of Homelessness	Same Housing	Agricultural Households	Farmworker	Other Special Needs	Other/Non HCD Source	Other HCD Assisted Units	Other Grant Source	Special Needs Unit Type
101	30% AMI	1	Apartment	30% AMI	1	1													
102	30% AMI	1	Apartment	30% AMI	1	1													
103	30% AMI	1	Apartment	30% AMI	1	1													

Development Sources

					Construction Totals		$99,500,256	$0	$99,500,256	Construction Terms			Permanent Terms								Details of Deferred Costs	
					Permanent Totals		$99,500,256	$0	$99,500,256				Interest Rate		Repayment Terms			$468,671	$0	$50,977,342	$2,273,778	
Construction	Committed ?	Unit Type	CIP or QIP #1	Source Name (**lien priority order**)	Source Type	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate	Required Payment	Loan Term (months)	Rate	Type	Amortizing Period (yrs.)	Type	Due in (yrs.)	Required Residential Debt Service	Required Commercial Debt Service	Tax-Exempt Amount	Deferred Amount	Description
Construction	Yes	Rental	QIP #1	Tax-Exempt Construction Loan	Private	1	$46,075,342		$46,075,342	5.65%	Interest Only	31								$46,075,342		
Construction	Yes	Rental	QIP #1	Taxable Construction Loan	Private	1	$13,008,215		$13,008,215	5.65%	Interest Only	31										
Construction	No	Rental	CIP	Infill Infrastructure Grant Program (**IIG**) - Grant	State-HCD	1	$8,091,600		$8,091,600	0.00%	None	31										
Construction	Yes	Rental	QIP #1	Local Government Matching Grant Program (LGMG) - Grant	State-HCD	3	$10,000,000		$10,000,000	0.00%	None	31										
Construction	Yes	Rental	QIP #1	Impact Fee Waiver	Local Fee Waiver		$1,236,960		$1,236,960													
Construction	Yes	Rental	QIP #1	Donated Land	Local Land Donation		$15,560,000		$15,560,000													
				Deferred Developer Fees			$0															
Construction	Yes	Rental	QIP #1	Other Deferred Costs			$2,273,778		$2,273,778												$2,273,778	Reserves, financing costs and developer fee
				Developer Fee Contribution																		
				GP Equity																		
Construction	No	Rental	QIP #1	Gross Tax Credit Equity	4% tax credits		$3,254,361		$3,254,361													
Permanent																						
Permanent	No	Rental	QIP #1	Tax-Exempt Perm Loan	Private	1	$4,902,000		$4,902,000				6.05%	Fixed for Term	30	FAM	30	$354,573		$4,902,000		
																				$0		
Permanent	No	Rental	CIP	Infill Infrastructure Grant Program (**IIG**) - Grant	State-HCD	1	$8,091,600		$8,091,600				0.00%	Fixed for Term	55	Residual Receipt	55			$0		
Permanent	No	Rental	QIP #1	Multifamily Housing Program (MHP) - Loan	State-HCD	2	$27,166,088		$27,166,088				3.00%	Fixed for Term	55	Residual Receipt	55	$114,098		$0		
Permanent	Yes	Rental	QIP #1	Local Government Matching Grant Program (LGMG) - Grant	State-HCD	3	$10,000,000		$10,000,000				0.00%	Fixed for Term	55	Residual Receipt	55			$0		
Permanent	Yes	Rental	QIP #1	Impact Fee Waiver	Local Fee Waiver		$1,236,960		$1,236,960											$0		
Permanent	Yes	Rental	QIP #1	Donated Land	Local Land Donation		$15,560,000		$15,560,000											$0		
																				$0		
																				$0		
																				$0		
																				$0		
																				$0		
																				$0		
																				$0		
																				$0		
																				$0		
																				$0		
				Deferred Developer Fees																$0		
				Developer Fee Contribution																$0		
				GP Equity																$0		
Permanent	No	Rental	QIP #1	Gross Tax Credit Equity	4% tax credits		$32,543,608		$32,543,608											$0		

Sponsor/Applicant/Recipients comments: Include a description of balloon payments and unusual or extraordinary circumstances that have resulted in higher than expected Project costs and provide a justification as to why these costs are reasonable.

The above sources support Required QIP #1, except the IIG loan request that includes funds that support QIP #1,2 and 3. Construction EFCs included in Attachment 36 of this application are soley for Required QIP #1.

End of Document

Required QIP (QIA applications only)			Eligible Basis		Permanent Sources of Funds																				Commercial Sources	
Grant Totals	$99,500,256	$0	$68,032,739	$0	$4,902,000	$0	$8,091,600	$27,166,088	$10,000,000	$1,236,960	$15,560,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$32,543,608	$0	$0
USES OF FUNDS	Total Project Costs - Residential Cost/Sources	Total Project Costs - Commercial Cost/Sources	30% PVC for New Const/Rehab	30% PVC for Acquisition	Tax-Exempt Perm Loan		Infill Infrastructure Grant Program (IIG) - Grant	Multifamily Housing Program (MHP) - Loan	Local Government Matching Grant Program (LGMG) - Grant	Impact Fee Waiver	Donated Land										Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity		
Land Cost or Value	$15,560,000	$0									$15,560,000													$0		
Demolition	$232,627	$0																						$232,627		
Legal	$18,610	$0																						$18,610		
Land Lease Rent Prepayment	$0	$0																								
Existing Improvements Cost or Value	$0	$0																								
Off-Site Improvements	$750,000	$0	$750,000																					$750,000		
Predevelopment Interest/Holding Cost	$68,510	$0																						$68,510		
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	$0	$0																								
Excess Purchase Price Over Appraisal	$0	$0																								
	$16,629,747	**$0**	**$750,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$15,560,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,069,747**	**$0**	**$0**
Site Work	$0	$0																								
Structures	$0	$0																								
General Requirements	$0	$0																								
Contractor Overhead	$0	$0																								
Contractor Profit	$0	$0																								
Prevailing Wages	$0	$0																								
General Liability Insurance	$0	$0																								
Other: (**Specify**)	$0	$0																								
Other: (**Specify**)	$0	$0																								
Other: (**Specify**)	$0	$0																								
Other: (**Specify**)	$0	$0																								
Total Relocation Expenses	$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**
Site Work	$500,000	$0	$500,000																					$500,000		
Structures	$48,061,695	$0	$48,061,695		$4,902,000			$27,166,088	$8,323,993															$7,669,614		
General Requirements	$3,567,383	$0	$3,567,383																					$3,567,383		
Contractor Overhead	$278,702	$0	$278,702																					$278,702		
Contractor Profit	$836,105	$0	$863,105																					$836,105		
Prevailing Wages	$0	$0																								
General Liability Insurance	$668,884	$0	$668,884																					$668,884		
Urban Greening	$0	$0																								
Other: Photovoltaics	$273,000	$0	$273,000																					$273,000		
Other: (**Specify**)	$0	$0																								
Other: (**Specify**)	$0	$0																								
	$54,185,769	**$0**	**$54,212,769**	**$0**	**$4,902,000**	**$0**	**$0**	**$27,166,088**	**$8,323,993**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$13,793,688**	**$0**	**$0**
Design	$1,491,138	$0	$1,491,138																					$1,491,138		
Supervision	$614,135	$0	$614,135																					$614,135		
Total Survey & Engineering	$535,041	$0	$535,041																					$535,041		
Other: Special Inspections	$162,839	$0	$162,839																					$162,839		
Other: Energy Efficiency Consulting	$41,873	$0	$41,873																					$41,873		
	$2,845,026	**$0**	**$2,845,026**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,845,026**	**$0**	**$0**
Construction Loan Interest	$4,939,115	$0	$2,253,806																					$4,939,115		
Origination Fee	$493,127	$0	$218,520																					$493,127		
Credit Enhancement/Application Fee	$0	$0																								
Bond Premium	$0	$0																								
Cost of Issuance	$528,818	$0																						$528,818		
Title & Recording	$55,830	$0	$55,830																					$55,830		
Taxes	$23,263	$0	$23,263																					$23,263		
Insurance	$615,872	$0	$615,872																					$615,872		
Employment Reporting	$0	$0																								
Other: Lender Expenses	$50,000	$0	$24,657																					$50,000		
Other: (**Specify**)	$0	$0																								
Other: (**Specify**)	$0	$0																								
Other: (**Specify**)	$0	$0																								
	$6,706,025	**$0**	**$3,191,948**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$6,706,025**	**$0**	**$0**
Loan Origination Fee	$36,765	$0																						$36,765		
Credit Enhancement/Application Fee	$0	$0																								
Title & Recording	$13,958	$0																						$13,958		
Taxes	$0	$0																								
Insurance	$0	$0																								
Legal for Perm Loan	$0	$0																								
Other: Lender Expenses	$20,000	$0																						$20,000		
Other: (**Specify**)	$0	$0																								
	$70,723	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$70,723**	**$0**	**$0**
Legal Paid by Applicant	$236,114	$0	$167,491																					$236,114		
Lender Legal	$95,000	$0	$36,985																					$95,000		
Other: (**Specify**)	$0	$0																								
Other: (**Specify**)	$0	$0																								
Other: (**Specify**)	$0	$0																								
Other: (**Specify**)	$0	$0																								

USES OF FUNDS	Total Project Costs - Residential Cost/Sources	Total Project Costs - Commercial Cost/Sources	30% PVC for New Const/Rehab	30% PVC for Acquisition	Tax-Exempt Perm Loan		Infill Infrastructure Grant Program (IIG) - Grant	Multifamily Housing Program (MHP) - Loan	Local Government Matching Grant Program (LGMG) - Grant	Impact Fee Waiver	Donated Land											Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity		
Other: (**Specify**)	$0	$0																									
	$331,114	**$0**	**$204,476**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$331,114**	**$0**	**$0**
Operating Reserve	$385,968	$0																							$385,968		
Replacement Reserve	$45,500	$0																							$45,500		
Transition Reserve	$0	$0																									
Rent Reserve	$0	$0																									
Other: (**Specify**)	$0	$0																									
Other: (**Specify**)	$0	$0																									
Other: (**Specify**)	$0	$0																									
	$431,468	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$431,468**	**$0**	**$0**
Construction Hard Cost Contingency	$2,229,614	$0	$2,229,614																						$2,229,614		
Soft Cost Contingency	$365,180	$0	$365,180																						$365,180		
Other: (**Specify**)	$0	$0																									
Other: (**Specify**)	$0	$0																									
Other: (**Specify**)	$0	$0																									
	$2,594,794	**$0**	**$2,594,794**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,594,794**	**$0**	**$0**
TCAC App/Allocation/Monitoring Fees	$73,687	$0																							$73,687		
Environmental Audit	$111,661	$0	$111,661																						$111,661		
Local Development Impact Fees	$2,213,689	$0	$976,729							$1,236,960															$976,729		
Permit Processing Fees	$508,057	$0	$508,057																						$508,057		
Capital Fees	$0	$0																									
Marketing	$275,000	$0																							$275,000		
Furnishings	$190,000	$0	$190,000																						$190,000		
Market Study	$30,000	$0																							$30,000		
Accounting/Reimbursable	$18,610	$0																							$18,610		
Appraisal Costs	$10,000	$0	$10,000																						$10,000		
Construction Management	$186,101	$0	$186,101																						$186,101		
Prevailing Wage Monitoring	$51,178	$0	$51,178																						$51,178		
Other: Syndication Consultant	$70,000	$0																							$70,000		
Other: (**Specify**)	$0	$0																									
Other: (**Specify**)	$0	$0																									
Other: (**Specify**)	$0	$0																									
Other: (**Specify**)	$0	$0																									
Other: (**Specify**)	$0	$0																									
	$3,737,983	**$0**	**$2,033,726**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$1,236,960**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,501,023**	**$0**	**$0**
Developer Overhead/Profit	$2,200,000	$0	$2,200,000																						$2,200,000		
Consultant/Processing Agent	$0	$0																									
Project Administration	$0	$0																									
Broker Fees Paid to a Related Party	$0	$0																									
Construction Oversight by Developer	$0	$0																									
Other: (**Specify**)	$0	$0																									
	$2,200,000	**$0**	**$2,200,000**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$0**	**$2,200,000**	**$0**	**$0**

al Improvement Project(s) (CIP)

Project Name: 850 Turk Street and 750 Golden Gate Avenue | County: San Francisco | Project's Proposed Tax Credits: 4%

HCD Phase: Origination

Unit Size	2022 TCAC Threshold Basis Limits (TBL)	# of Units	Basis x Number of Units	TOTAL **UNADJUSTED** THRESHOLD BASIS LIMIT (TBL):	$65,406,012
SRO/Studio	$530,910	28	$14,865,480	TOTAL **HCD** ADJ. THRESHOLD BASIS LIMIT:	$102,356,047
1 Bedroom	$612,134	14	$8,569,876	Adjusted Threshold Basis Limit multiplied by 160%:	$163,769,675
2 Bedrooms	$738,400	21	$15,506,400	T RESULT FOR: 850 Turk Street and 750 Golden Gate Avenue	66%
3 Bedrooms	$945,152	28	$26,464,256		
4+ Bedrooms	$1,052,958	0	$0	**Total Eligible Basis**	$68,032,739

Manager Units in Project:	3	Required QIP, TOTAL UNITS:	91

Costs Reasonable

ADJUSTMENTS Cal Code of Reg §10327(c)(5)(A-F)

		Yes/No	
(A)	Adjustment for Projects paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages (20%).	**Yes**	$13,081,202
	For Projects certifies that (1) they are subject to a Project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeable occupation in the building and construction trades (5%).	**No**	$0
(B)	For New construction Projects required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels (10%).	**Yes**	$6,540,601
(C)	For Projects where a day care center is part of the development (2%).	**No**	$0
(D)	For Projects where 100 percent of the units are for Special Needs populations (2%).	**No**	$0
(E)	Project applying under §10325 or §10326 of the TCAC regulations that includes one or more of the features below (up to 10%).	**No**	$0
(F)	Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer (lesser of costs or 15% basis adjustment).	**No**	$0
	If Yes, select type of work: | Enter Certified Costs of Work:		
(G)	Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. **WAIVED IMPACT FEES ARE INELIGIBLE.**	**Yes**	$976,729
		Please Enter Amount Above:	
(H)	Projects where at least 95% of the Project's upper floor units are serviced by an elevator (10%).	**Yes**	$6,540,601
(I)	Projects wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed (15%).	**Yes**	$9,810,902
(J)	Projects wherein at least 95% of the building(s) is constructed as (1) a Type III as defined in the California Building Code, or (2) a Type III/Type I combination, in which case, the Type I 15% increase above is not be allowed (10%).	**No**	$0
(K)	Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than $400,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource (10%).	**No**	$0

County Eligibility:	No	TCAC/HCD Opportunity Area Map Tract ID #:	6075016000	Opportunity Map Resource Level:	Moderate Resource

End of Document

Annual Income And Expenses

EMPLOYEE INFORMATION

No.	FTE	Employee Job Title	Wages	Free Rent	Comments
1	1.00	On-Site Manager(s)	$73,855	$0	
		On-Site Assistant Manager(s)		$0	
1	0.10	Supportive Services Staff Supervisor(s)	$7,276		
1	1.00	Supportive Services Coordinator, On-Site	$72,767		
		Other Supportive Services Staff (inc. Case Manager)			
1	1.00	On-Site Maintenance Employee(s)	$70,365	$0	
		On-Site Leasing Agent/Administrative Employee(s)	$0	$0	
		On-Site Security Employee(s)	$0	$0	
		Other (**Specify**)	$0	$0	
		Other (**Specify**)	$0	$0	
Acct. No.		**Total Salaries and Value of Free Rent Units**	$224,263	$0	
6711		Payroll Taxes	$15,868		
6722		Workers Compensation	$7,864		
6723		Employee Benefits	$66,873		
		Employee(s) Payroll Taxes, Workers Comp. & Benefits	$90,605		
		Total Employee(s) Expenses	$314,868		

EMPLOYEE UNITS

Income Limit	Job Title(s) of Employee(s) Living On-Site	Bedrooms	SF	Comments
None	On-Site Manager(s)	2	751	
		Total Square Footage	751	

ANNUAL OPERATING BUDGET

Acct. No.	Revenue - Income	Residential	Commercial	Comments
5120/5140	Rent Revenue - Gross Potential		$0	
	Restricted Unit Rents	$1,691,376		
	Unrestricted Unit Rents	$0		
5121	Tenant Assistance Payments			
		$0		
		$0		
	Operating Subsidies	$0		
	Other: (**Specify**)	$0	$0	
5910	Laundry and Vending Revenue	$10,920		
5170	Garage and Parking Spaces	$0	$0	
5990	Miscellaneous Rent Revenue	$0	$0	
	Gross Potential Income (GPI)	$1,702,296	$0	
5220/5240	Vacancy Rate: Restricted Units	5.0%		
	Vacancy Rate: Unrestricted Units	5.0%		
	Vacancy Rate: Tenant Assistance Payments	5.0%		
	Vacancy Rate: Other: (Specify)	5.0%		
	Vacancy Rate: Laundry & Vending & Other Income	5.0%		
	Vacancy Rate: Commercial Income		50.0%	
	Vacancy Loss(es)	$85,115	$0	
	Effective Gross Income (EGI)	$1,617,181	$0	

Acct. No.	Administrative Operating Expenses	Residential	Commercial	Comments
6203	Conventions and Meetings	$1,024	$0	
6210	Advertising and Marketing	$1,687	$0	
6250	Other Renting Expenses	$0	$0	
6310	Office/Administrative Salaries -- from above	$0	$0	
6311	Office Expenses	$6,825	$0	
6312	Office or Model Apartment Rent	$0	$0	
6320	Management Fee	$65,523	$0	
6330	Site/Resident Manager(s) Salaries -- from above	$73,855	$0	
6331	Administrative Free Rent Unit -- from above	$0	$0	
6340	Legal Expense -- Project	$1,422	$0	
6350	Audit Expense	$13,343	$0	
6351	Bookkeeping Fees/Accounting Services	$10,374	$0	
6390	Miscellaneous Administrative Expenses	$37,255	$0	
6263T	**Total Administrative Expenses**	$211,308	$0	

	Utilities Expenses	Residential	Commercial	Comments
6450	Electricity	$17,063	$0	
6451	Water	$1,945	$0	
6452	Gas	$0	$0	
6453	Sewer	$103,471	$0	
	Other Utilities: (**Specify**)	$0	$0	
6400T	**Total Utilities Expenses**	$122,479	$0	

	Operating and Maintenance Expenses	Residential	Commercial	Comments
6510	Payroll -- from above	$70,365	$0	
6515	Supplies	$27,802	$0	
6520	Contracts	$107,348	$0	
6521	Operating & Maintenance Free Rent Unit -- from above	$0	$0	
6525	Garbage and Trash Removal	$78,991	$0	
6530	Security Contract	$28,666	$0	
6531	Security Free Rent Unit -- from above	$0	$0	
6546	Heating/Cooling Repairs and Maintenance	$3,467	$0	
6548	Snow Removal	$0	$0	
6570	Vehicle & Maintenance Equipment Operation/Reports	$0	$0	
6590	Miscellaneous Operating and Maintenance Expenses	$12,303	$0	
6500T	**Total Operating and Maintenance Expenses**	$328,942	$0	

	Taxes and Insurance	Residential	Commercial	Comments
6710	Real Estate Taxes	$910	$0	
6711	Payroll Taxes (Project's Share) -- from above	$15,868	$0	
6720	Property and Liability Insurance (Hazard)	$145,342	$0	
6729	Other Insurance (e.g. Earthquake)	$0	$0	
6721	Fidelity Bond Insurance	$0	$0	
6722	Worker's Compensation -- from above	$7,864	$0	
6723	Health Insurance/Other Employee Benefits--from above	$66,873	$0	
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	$1,144	$0	
6700T	**Total Taxes and Insurance**	$238,001	$0	

	Supportive Services Costs	Residential	Commercial	Comments
6990	Staff Supervisor(s) Salaries - from above	$7,276	$0	
6990	Services Coordinator Salaries, On-Site - from above	$72,767	$0	
6990	Other Supportive Services Staff Salaries - from above	$0	$0	
6990	Supportive Services Admin Overhead	$0	$0	
6990	Other Supportive Services Costs: Supplies	$26,967	$0	
6990	Other Supportive Services Costs: (**Specify**)	$0	$0	
6900T	**Total Supportive Services Costs**	$107,010	$0	
	Total Operating Expenses	$1,007,740	$0	

	Funded Reserves	Residential	Commercial	Comments
7210	Required Replacement Reserve Deposits	$45,500	$0	
7220	Other Reserves: (**Specify**)	$0	$0	
7230	Other Reserves: (**Specify**)	$0	$0	
7240	Other Reserves: (**Specify**)	$0	$0	
	Total Reserves	$45,500	$0	

	Ground Lease	Residential	Commercial	Comments
	Ground Lease	$2,001	$0	$1 Lease Payment and $2,000 Admnistration Fee
	Total Ground Lease	$2,001	$0	
	Net Operating Income	$561,940	$0	

	Financial Expenses	Residential	Commercial	Comments
6820	1st Mortgage Debt Service (**Specify**)	$354,573	$0	
6830	2nd Mortgage Debt Service (**Specify**)	$0	$0	
6830	3rd Mortgage Debt Service (**Specify**)	$0	$0	
6890	Other HCD .42% - MHP	$114,098	$0	
6890	Other HCD .42% (**Specify**)	$0	$0	
6890	Bond Issuer Fee	$6,128	$0	
6890	Miscellaneous Financial Expenses Trustee Fee	$2,000	$0	
6890	Miscellaneous Financial Expenses (**Specify**)	$0	$0	
6800T	**Total Financial Expenses**	$476,798	$0	

Cash Flow	$85,142	$0

7190	Asset Management/Similar Fees	$32,500	$0	

Total Operating Expenses Per Unit			Per Year	Per Month	Comments
Without any Adjustments			$3,846	$321	This PUPY & PUPM incorrectly takes into account the total units for all three QIPs included in this application, instead of just the
With the Value of Rent-Free Units Included			$3,846	$321	This PUPY & PUPM incorrectly takes into account the total units for all three QIPs included in this application, instead of just the
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included			$3,434	$286	This PUPY & PUPM incorrectly takes into account the total units for all three QIPs included in this application, instead of just the units from Required QIP #1. The 850 Turk Street operating
File Name:	28. Op Exp Compare	Submit at least three (3) operating expense comparables for similar projects located in the same market area. Projects should be affordable housing projects similar in size, type, amenities, and population to the proposed project. One comparable may be submitted for a 100% market rate Project if unable to locate affordable housing comparables. The most recent two years audited statements for each comparable is preferred, if available. Additional information may be required during the Application review process.	Uploaded to FAAST?	Yes	

Cash Flow Analysis

Is Income from Restricted Units based on Restricted or Proposed Rents? Restricted Rents

INCOME FROM RENTAL UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Restricted Unit Rents	2.5%	1,691,376	1,733,660	1,777,002	1,821,427	1,866,963	1,913,637	1,961,478	2,010,515	2,060,777	2,112,297	2,165,104	2,219,232	2,274,713	2,331,580	2,389,870	2,449,617	2,510,857	2,573,629	2,637,969	2,703,919
Unrestricted Units	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Subsidies	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other: (Specify)	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS POTENTIAL INCOME - HOUSING		1,691,376	1,733,660	1,777,002	1,821,427	1,866,963	1,913,637	1,961,478	2,010,515	2,060,777	2,112,297	2,165,104	2,219,232	2,274,713	2,331,580	2,389,870	2,449,617	2,510,857	2,573,629	2,637,969	2,703,919

OTHER INCOME		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Laundry & Vending	2.5%	10,920	11,193	11,473	11,760	12,054	12,355	12,664	12,980	13,305	13,638	13,979	14,328	14,686	15,053	15,430	15,815	16,211	16,616	17,031	17,457
Other Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
GROSS POTENTIAL INCOME - OTHER		10,920	11,193	11,473	11,760	12,054	12,355	12,664	12,980	13,305	13,638	13,979	14,328	14,686	15,053	15,430	15,815	16,211	16,616	17,031	17,457
GROSS POTENTIAL INCOME - TOTAL		1,702,296	1,744,853	1,788,475	1,833,187	1,879,016	1,925,992	1,974,141	2,023,495	2,074,082	2,125,934	2,179,083	2,233,560	2,289,399	2,346,634	2,405,300	2,465,432	2,527,068	2,590,245	2,655,001	2,721,376

VACANCY ASSUMPTIONS		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Restricted Units	5.0%	84,569	86,683	88,850	91,071	93,348	95,682	98,074	100,526	103,039	105,615	108,255	110,962	113,736	116,579	119,494	122,481	125,543	128,681	131,898	135,196
Unrestricted Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other: (Specify)	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Laundry/Vending/Other Income	5.0%	546	560	574	588	603	618	633	649	665	682	699	716	734	753	771	791	811	831	852	873
Commercial Income	50.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL VACANCY LOSS		85,115	87,243	89,424	91,659	93,951	96,300	98,707	101,175	103,704	106,297	108,954	111,678	114,470	117,332	120,265	123,272	126,353	129,512	132,750	136,069
EFFECTIVE GROSS INCOME		1,617,181	1,657,611	1,699,051	1,741,527	1,785,065	1,829,692	1,875,434	1,922,320	1,970,378	2,019,638	2,070,129	2,121,882	2,174,929	2,229,302	2,285,035	2,342,161	2,400,715	2,460,732	2,522,251	2,585,307

OPERATING EXP & RESERVES		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	3.5%	899,820	931,314	963,910	997,647	1,032,564	1,068,704	1,106,109	1,144,822	1,184,891	1,226,362	1,269,285	1,313,710	1,359,690	1,407,279	1,456,534	1,507,512	1,560,275	1,614,885	1,671,406	1,729,905
Real Estate Taxes	2.0%	910	928	947	966	985	1,005	1,025	1,045	1,066	1,088	1,109	1,131	1,154	1,177	1,201	1,225	1,249	1,274	1,300	1,326
Supportive Services Costs	2.5%	107,010	109,685	112,427	115,238	118,119	121,072	124,099	127,201	130,381	133,641	136,982	140,406	143,917	147,514	151,202	154,982	158,857	162,828	166,899	171,072
Replacement Reserve	0.0%	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500	45,500
Other Reserves	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Ground Lease	2.0%	2,001	2,041	2,082	2,123	2,166	2,209	2,253	2,299	2,344	2,391	2,439	2,488	2,538	2,589	2,640	2,693	2,747	2,802	2,858	2,915
Commercial Expenses	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL EXPENSES & RESERVES		1,055,241	1,089,468	1,124,866	1,161,474	1,199,334	1,238,490	1,278,986	1,320,867	1,364,183	1,408,982	1,455,315	1,503,236	1,552,798	1,604,059	1,657,077	1,711,913	1,768,628	1,827,289	1,887,963	1,950,717
NET OPERATING INCOME		561,940	568,143	574,185	580,054	585,731	591,202	596,449	601,453	606,195	610,656	614,813	618,646	622,131	625,243	627,958	630,248	632,086	633,443	634,288	634,590

DEBT SERVICE	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
1st Mortgage Debt Service (Specify)	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573	354,573
Bridge Loan (repaid from Investor equity)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2nd Mortgage Debt Service (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Debt Service (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other HCD .42% (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other HCD .42% - MHP	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098	114,098
Other HCD .42% (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bond Issuer Fee	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128	6,128
Miscellaneous Financial Expenses Trustee Fee	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000	2,000
Miscellaneous Financial Expenses (Specify)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL REQUIRED DEBT SERVICE	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798	476,798

	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
CASH FLOW after all debt service	85,142	91,344	97,387	103,255	108,933	114,404	119,651	124,655	129,397	133,858	138,015	141,848	145,333	148,445	151,160	153,450	155,288	156,645	157,490	157,791

DEBT SERVICE COVERAGE RATIO	1.18	1.19	1.20	1.22	1.23	1.24	1.25	1.26	1.27	1.28	1.29	1.30	1.30	1.31	1.32	1.32	1.33	1.33	1.33	1.33

CASHFLOW AFTER DEBT SERVICE		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Asset Mgmt./Similar Fees		32,500	33,638	34,815	36,033	37,294	38,600	39,951	41,349	42,796	44,294	45,844	47,449	49,110	50,829	52,608	54,449	56,355	58,327	60,368	62,481
Deferred Developer Fee prior to Distributions & Residual Receipt Payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available for Residual Receipts Loans and Sponsor Distributions		52,642	57,707	62,572	67,222	71,639	75,804	79,700	83,306	86,601	89,563	92,171	94,399	96,223	97,616	98,552	99,001	98,934	98,318	97,122	95,310
Sponsor Distributions	50%	26,321	28,853	31,286	33,611	35,819	37,902	39,850	41,653	43,300	44,782	46,085	47,199	48,111	48,808	49,276	49,501	49,467	49,159	48,561	47,655
HCD Residual Payment	50%	26,321	28,853	31,286	33,611	35,819	37,902	39,850	41,653	43,300	44,782	46,085	47,199	48,111	48,808	49,276	49,501	49,467	49,159	48,561	47,655
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Asset Mgmt/Similar Fees	3.5%	32,500	33,638	34,815	36,033	37,294	38,600	39,951	41,349	42,796	44,294	45,844	47,449	49,110	50,829	52,608	54,449	56,355	58,327	60,368	62,481
Cumulative Paid Deferred Dev. Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Deferred Developer Fee Budgeted for Payment Prior to Distributions and Residual Receipt Payments	0

IIG Threshold Requirements

The following is to help and guide the Sponsor/Applicant/Recipient with threshold requirements, it is the sole responsibility of the Sponsor/Applicant/Recipient to verify and meet all of the threshold requirements per program guidelines. The Department will have a final threshold determination after review of, but not limited to, information provided at application and file uploads.
An O means that you may have missed to answer a question within the application, please see the formula and it will guide you to the correct location in the application.
If that section with an O does not apply to your project, please note this at the "Sponsor/Applicant/Recipient Comments" box at the end of each Guideline Section.

IIG §202 Projects shall be eligible for an Award of funds as long as the application demonstrates that all the following threshold requirements have been met:

(a) The application involves an Eligible Capital Improvement Project pursuant to §200. Eligible Capital Improvement Projects? — Yes

§200. Eligible Capital Improvement Projects.

(a) ✓

(1) ✓

(b) The Qualifying Infill Area in Large Jurisdictions and **both** the Qualifying Infill Project(s) **and** Qualifying Infill Area in Small Jurisdictions, for which a Capital Improvement Project grant may be awarded, must meet all of the following conditions:

(1) ✓

(2) ✓

(3) ✓

(4) Large Jurisdiction Qualifying Infill Area Applications and Small Jurisdiction Qualifying Infill Project Applications must include not less than 15 percent of Affordable Units, both existing and pending, as follows:

Qualifying Infill Area Applications and Small Jurisdiction Qualifying Infill Project Applications must include not less than 15 percent of Affordable Units ✓

Percentage of **Rental** Affordable Units: 98.85% — Percentage of **Homeownership** Affordable Units: 0.00%

(A)	Sponsor/Applicant/Recipient acknowledges that for Qualifying Infill Projects or Qualifying Infill Areas that contain both rental and ownership units, units of either or both product types may be included in the calculation of the percentage of the affordability criteria.	N/A
(B)	Sponsor/Applicant/Recipient acknowledges that to the extent included in a Capital Improvement Project grant application, for the purpose of calculating the percentage of Affordable Units, the Department may consider the entire master development in which the development seeking grant funding is included.	N/A
(C)	Sponsor/Applicant/Recipient acknowledges, where applicable, an Eligible Sponsor/Applicant/Recipient may include a replacement housing plan to ensure that dwelling units housing persons and families of Lower or Moderate Income are not removed from the Lower and Moderate Income housing market. Residential units to be replaced shall not be counted toward meeting the affordability threshold required for eligibility for funding under this section	N/A
(D)	Does QIP/QIA Sponsor/Applicant/Recipient have a disposition and development agreement or other project or area-specific agreement between the Developer and the local agency having jurisdiction over the project has been executed on or before July 31, 2019? If Yes, QIP/QIA Sponsor/Applicant/Recipient shall be deemed to meet the affordability requirement of this paragraph if the agreement includes affordability covenants that subject the QIP/QIA to the production of Affordable Units for Very Low, Lower or Moderate Income households.	No

(5) ✓

If you do not meet the minimum Net Density requirements, do you meet the population requirements and wish to petition to the Department for an exception to the density requirements? — No

File Name:	58. Density Requirements Exception	If a city with a population greater than 100,000 in a standard metropolitan statistical area or a population of less than two million is unable to meet the density requirements described in §200 (b)(5) they may submit a petition for an exception to those requirements. The petition must describe the reasons the city believes the exception is warranted.	Uploaded to FAAST?	N/A

(6) Be located in an area designated for mixed-use or residential development pursuant to one of the following adopted plans:

(A) A general plan adopted pursuant to GC Section 65300.

File Name:	59. Relevant Development Plan	Provide a copy of the relevant plan showing area designation.	Uploaded to FAAST?	Yes

(7) Sponsor/Applicant/Recipient certifies to identify a mechanism, such as a minimum density ordinance or a recorded, binding Covenant, acceptable to the Department to reliably ensure that future development will occur at an overall Net Density equaling or exceeding that set forth in §200(b)(5). This mechanism must be in effect and legally enforceable prior to the initial disbursement of Program funds. — Yes

File Name:	60. Minimum Density Ordinance	Identify a mechanism, such as a minimum density ordinance or a recorded binding Covenant, acceptable to the Department to reliably ensure that future development will occur at an overall Net Density equaling or exceeding that set forth in IIG §200(b)(5).	Uploaded to FAAST?	Yes

(8) Sponsor/Applicant/Recipients shall designate the proposed residential units in the Qualifying Infill Project, or within the Qualifying Infill Area, that the Eligible Sponsor/Applicant/Recipient intends to utilize for the purpose of establishing the maximum Program grant amount pursuant to §205, and for the purpose of rating Qualifying Infill Area applications from Large Jurisdictions pursuant to §402. Any such designated units must be utilized for both purposes in Qualifying Infill Area applications from Large Jurisdictions. — Yes

(9) Sponsor/Applicant/Recipient certifies the application must demonstrate that the percentage of Affordable Units, and units restricted to other income limits and rents as designated for the purpose of determining the maximum Program grant amount in §205 and for rating purposes pursuant to §402, shall be maintained or exceeded through the completion of each residential development proposed in the application. The Department may modify the requirement set forth in the previous sentence to conform to a similar local public agency requirement, provided that the Department determines that the local requirement will reliably result in completion of the required Affordable Units as set forth in §403. — Yes

(10) ✓

(c) ✓

Per §300(b)(1) Sponsor/Applicant/Recipient certifies that all new construction projects must provide a minimum of 15 percent (15%) of the Restricted Units with mobility features, and a minimum of 10 percent (10%) of the Restricted Units with hearing and vision features. — Yes

Per §300(b)(3) Sponsor/Applicant/Recipient certifies that Senior new construction projects must provide a minimum of 50 percent (50%) of all Restricted Units with mobility features. — N/A

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

(1) "Qualifying Infill Area" in a Large Jurisdiction application means a contiguous area located within an Urbanized Area (i) that has been previously developed, or where at least 75 percent of the perimeter of the area adjoins parcels that are developed with Urban Uses, and Sponsor/Applicant/Recipient certifies that (ii) in which at least one development application has been approved or is pending approval for a residential or mixed-use residential project that meets the definition and criteria in HSC Section 53559(c)(4)(B) for a Qualifying Infill Project. ✓ — Yes

(g) Multiple Department Funding Sources

(1) Use of multiple funding sources on the same Units utilized in the calculation of the Capital Improvement Project grant amount is permitted, subject to the following limitation:

(A) Sponsor/Applicant/Recipient acknowledges the HCD Repeal of Stacking Prohibition of Multiple Department Funding Sources Memo shall remain applicable. A maximum of four (4) HCD Funding Sources comprised of no more than two (2) development loans and two (2) housing-related infrastructure grants may be used on a single Project. Housing related infrastructure grants are those grants provided through the Affordable Housing and Sustainable Communities program - Housing Related Infrastructure (HRI) grants, Transit Oriented Development (TOD) Implementation program - Infrastructure grants, and infill infrastructure grant programs (IIG-2007 and IIG-2019). — Yes

(2) Sponsor/Applicant/Recipient acknowledges that "Department Funding Sources" do not include: — Yes

(A) Offsite infrastructure funds; or

(B) Existing loans or grants under any Department funding source listed above that are at least 14 years old and that will be assumed or recast as part of an acquisition and Rehabilitation project.

(3) Sponsor/Applicant/Recipient acknowledges additional limitations on use of multiple Department funding sources may be specified in the NOFA. — Yes

(4) Sponsor/Applicant/Recipient acknowledges that limits on Department Funding, including loan or grant funds, on a per Unit, per project, and/or per Recipient basis, may be further specified in the NOFA. — Yes

(h) ✓

Sponsor/Applicant/Recipient Comments:

Regarding Guideline Sec. 200b(4)(d) and the response in Cell AL21 above, 850 Turk Street does not have a disposition and development agreement of other project- or area spec

(b) Is the Sponsor/Applicant/Recipient an Eligible Sponsor/Applicant/Recipient pursuant to §201. Eligible Sponsor/Applicant/Recipient? — Yes

§201. Eligible Sponsor/Applicant/Recipient.

(a) "Eligible Sponsor/Applicant/Recipient" or "Sponsor/Applicant/Recipient" means one of the following:

(1) A city, county, city and county, or public housing authority that has jurisdiction over a Qualifying Infill Area, or

(A) For the purpose of this §201, "public housing authority" shall be interpreted to include a Tribally Designated Housing Entity as defined at 25 USC 4103 (22).

(2) Is Sponsor/Applicant/Recipient a non-profit or for-profit developer of a Qualifying Infill Project? — TRUE

Is Sponsor/Applicant/Recipient a Tribally Designated Housing Entity that is the Sponsor/Applicant/Recipient of a Qualifying Infill Project? — FALSE

Did the Sponsor/Applicant/Recipient receive a letter of support from the governing body of the city, county, or city and county that has jurisdiction over a qualifying infill project? — N/A

File Name:	61. QIP Letter of Support	QIP letter of support from the governing body (City Council or Board of Supervisors). The QIP letter of support may be submitted via FAAST during the application period, or to Infill@hcd.ca.gov after the application due date. The QIP letter of support must contain the following: 1. The QIP project name and location (physical address is preferred, if established); 2. A brief statement of support identifying project and the QIP developer (IIG QIP Applicant); and 3. Be on City or County letterhead, dated, and signed by city clerk or governing body (City Council or Board of Supervisors) chairperson	Uploaded to FAAST?	N/A

(b) ✗

(1) N/A

(2) N/A

(3) N/A

Sponsor/Applicant/Recipient Comments:

(c) All proposed uses of Program funds are eligible pursuant to §203. Eligible Use of Funds? — Yes

§203. **Eligible Use of Funds.**

(a) Sponsor/Applicant/Recipient acknowledges that funds shall only be used for Capital Asset (§102(p)) related expenses as required by §16727 of the GC. — Yes

(b) Sponsor/Applicant/Recipient acknowledges that eligible costs include the construction, Rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvements of the following: §203(b)(1-15) — Yes

(c) Sponsor/Applicant/Recipient acknowledges that costs stated at §203(c)(1-5) are not eligible. — Yes

Sponsor/Applicant/Recipient Comments:

(d) Sponsor/Applicant/Recipient acknowledges that the application is complete pursuant to §400 and §401? — Yes

§400. **Application Process.**

Sponsor/Applicant/Recipient acknowledges §400(a-f) — Yes

§401. **Application Content and Application Eligibility Requirements.**

(a) Sponsor/Applicant/Recipient acknowledges to comply with §401(a) — Yes

(b) An application shall be deemed complete when:

(1) Sponsor/Applicant/Recipient certifies that the application meets all threshold requirements, as set forth in the NOFA, §202, and the application. — Yes

(A) Sponsor/Applicant/Recipient acknowledges that during the application review the Department staff may request clarifying information, provided it does not affect the competitive scoring. — Yes

(c) Sponsor/Applicant/Recipient certifies that authorizing resolutions of the governing boards of both the Recipient and a co-Recipient (except where the Recipients(s) are individuals) shall be provided, and must be approved by the Department, prior to issuance of a Standard Agreement. — Yes

(d) Sponsor/Applicant/Recipient acknowledge that qualifying Infill Area applications from Large Jurisdictions shall be evaluated for compliance with the threshold and eligibility requirements of these Guidelines, and applicable statutes, and scored based on the application scoring criteria listed in §402 of these Guidelines. The applications with the highest number of points shall be selected for funding, provided that they meet all threshold and eligibility requirements and achieve specified minimum scores as identified in the NOFA. — Yes

(e) ✗

Sponsor/Applicant/Recipient Comments:

(e) ✓

(f) Sponsor/Applicant/Recipient certifies that the Qualifying Infill Project(s), including the Qualifying Infill Projects that are included in a Qualifying Infill Area, as proposed in the application, is financially feasible as evidenced by documentation such as, but not limited to, Enforceable Funding Commitments, market study, project proforma, sources and uses statement, or other feasibility documentation that is standard industry practice for the type of proposed housing development. — Yes

File Name:	63. Market Study	Market Study (prepared in accordance with TCAC latest Market Study Guideline requirements prepared or updated no earlier than 12 months prior to the application due date).	Uploaded to FAAST?	Yes

(g) Sponsor/Applicant/Recipient certifies that the Qualifying Infill Project(s), including the Qualifying Infill Projects that are included in a Qualifying Infill Area) will maintain Fiscal Integrity consistent with proposed Rents in the Assisted Units and are feasible pursuant to the underwriting standards in UMR §8310; — Yes

(h) ✓

(i) Sponsor/Applicant/Recipient certifies that the Qualifying Infill Project(s) and Qualifying Infill Area sites are reasonably accessible to public transportation, shopping, medical services, recreation, schools, and employment in relation to the needs of the Qualifying Infill Project(s) or Qualifying Infill Area residents. — Yes

(j) ✓

(k) Projects that do not include Special Needs Units, shall provide service amenities sufficient to achieve a minimum score of 7 points pursuant to TCAC Regulations, as set forth in CCR Title 4 Section 10325(c)(4)(B). — Yes

Does the proposed Project include any Special Needs Units? — Yes

File Name:	62. Service Amenity List	List of service amenities qualifying for TCAC points, include service amenity name, number of service hours, and amount of TCAC points earned.	Uploaded to FAAST?	Yes

(l) Sponsor/Applicant/Recipient certifies that the Qualifying Infill Project and Qualifying Infill Area comply with the restrictions on demolition as set forth in UMR §8302; — Yes

(m) Sponsor/Applicant/Recipient certifies that the Qualifying Infill Project, Qualifying Infill Area, and Capital Improvement Project comply with the site control requirements as set forth at UMR §8303 and §8316 with the additional requirements that the Sponsor/Applicant/Recipient shall demonstrate site control at the time of Application and shall maintain site control throughout the term of the Award. The terms of the award are set forth in the Performance Deadlines subsection of the NOFA. The term of the Award may be extended in writing by the Department at its sole discretion, unless specified otherwise in the NOFA, but in no event shall the term of the Award exceed seven years from the date of the Award of Program funds established in the NOFA. — Yes

(1) The following shall apply to Qualifying Infill Projects and Qualifying Infill Areas:

(A) Where site control is in the name of another entity, the Sponsor/Applicant/Recipient shall provide documentation, in form and substance reasonably satisfactory to the Department (e.g., a purchase and sale agreement, an option, a leasehold interest/option, a disposition and development agreement, an exclusive right to negotiate with a public agency for the acquisition of the site), which clearly demonstrates that the Sponsor/Applicant/Recipient has some form of right to acquire or lease the project property (e.g., the entity's organizational documents, a purchase and sale agreement, and option, an assignment).

(B) Where site control will be satisfied by a long-term ground lease, the Department will require the execution and recordation of the Department's form lease rider, which shall be entered into by and among the ground lessor, the ground lessee, the Department, and any other applicable parties. In all cases, the lease rider shall be recorded against the fee interest in the project property.

(2) The following shall apply to offsite work proposed for Capital Improvement Projects:

(A) Sponsor/Applicant/Recipient shall have a right of way or easement, which is either perpetual, or of sufficient duration to meet Program requirements, and which allows the Recipient to access, improve, occupy, use, maintain, repair, and alter the property underlying the right of way or easement; and

(B) Sponsor/Applicant/Recipient shall have an executed encroachment permit for construction of improvements or facilities within the public right of way or on public land.

(3) For Qualifying Infill Projects and Capital Improvement Projects developed in Indian Country, the following exceptions apply:

(A) Where site control is a ground lease, the lease agreement between the Tribal Entity and the project owner is for a period not less than 50 years; and

(B) An attorney's opinion regarding chain of title and current title status is acceptable in lieu of a title report.

(n) Sponsor/Applicant/Recipient certifies that the project complies with accessibility and fair housing obligations in §300? — Yes

Sponsor/Applicant/Recipient Comments:

In addition to the Threshold Requirements above, Sponsor/Applicant/Recipient acknowledge, understand, and agree to comply with the following sections of the 2022 IIG Guidelines

§204 Cost Limitations	Yes
§205 Grant terms and limit	Yes
§300 State and Federal Laws, Rules, Guidelines and Regulations	Yes
§301 Relocation Requirements	Yes
§402 Application Scoring and Selection Criteria for Qualifying Infill Areas in Large Jurisdictions.	Yes
§403 Performance Deadlines.	Yes
§500 Legal Documents	Yes
§501 Defaults and Cancellations	Yes
§502 Reporting Requirements	Yes

Sponsor/Applicant/Recipient Comments:

End of Document

Scoring Criteria for Large Jurisdiction QIA only

A minimum point score of **90 points** much be achieved to be considered for a funding award.

Application due date:	**8/25/22**
Total t Score:	**93.00**
Total **Possible** Score:	**108**
Tiebreaker Score:	**12.41**

§100(a)(1)(A)

Applications shall be rated using the Scoring Criteria outlined in the NOFA. The Scoring Criteria will include the following categories: extent to which the project serves households at the lowest income levels, state policy priorities, project Sponsor/Applicant/Recipient and property manager experience, project readiness, adaptive reuse/infill/proximity to amenities, sustainable building methods, cost containment, and prohousing policies.

IV Scoring Criteria for Large Jurisdiction QIA only

B. Extent to which the project serves households at the lowest income levels (30 points maximum) — 30.00

Applications will be scored based on the percentage of Restricted Units limited to various percentages of AMI, adjusted by household size, and as follows (please see different rating criteria for rental and ownership projects):

1 Rental Units

A maximum of 30 points will be awarded based on the Lowest Income Points Table below.

Point values that are only available to projects in Rural Areas are shaded purple

Points Available to Rural Area projects only.

% AMI	55%		50%		45%		40%		35%		30%		25%		20% and below		
% of Units	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Total Points
50%	5.00		12.50		16.90		17.50		18.75		30.00		30.00		30.00		0.00
45%	5.00		11.25		16.90		17.50		18.75		30.00		30.00		30.00		0.00
40%	5.00		10.00		15.00		17.50		18.75		27.50		30.00		30.00		0.00
35%	4.40		8.75	8.75	13.15		17.50		18.75		25.00		27.50		30.00		8.75
30%	3.75		7.50		11.25		15.00		18.75		22.50		25.00		30.00		0.00
25%	3.15		6.25		9.40		12.50	12.50	15.65		18.75		21.90		25.00		12.50
20%	2.50		5.00		7.50		10.00		12.50		15.00	15.00	17.50		20.00		15.00
15%	1.90		3.75		5.65		7.50		9.40		11.25		13.10		15.00		0.00
10%	1.25		2.50		3.75		5.00		6.25		7.50		8.75		10.00		0.00

To receive any points in this category, at least 10 percent of the Restricted Units must be restricted to households with incomes not exceeding 30 percent of AMI.

Qualifying Units: 61

Does the Project have at least 10 percent of the Restricted Units restricted to households with incomes not exceeding 30 percent of AMI? TRUE

Deeply Affordable Units under this paragraph (2) - those Units up to 30 percent AMI targeting - cannot be concentrated among a project's smaller Units. They must be distributed proportionately across all unit sizes, or, alternately, more heavily represented among larger Units. To ensure a proportional spread of deeply affordable Units, at least 10 percent of the larger Units in the project must be provided at 30 percent of AMI, as applicable. So long as the Sponsor/Applicant/Recipient meets the 10 percent standard project-wide, the 10 percent standard need not be met among all of the smaller Units.

			Provided	10% Units Req.	Cum. Req.	Extra / Over	Cum. Prov.	
5 Bedroom Restricted Units	0	ELI Units Provided	0	0	0	0	0	TRUE
4 Bedroom Restricted Units	0	ELI Units Provided	0	0	0	0	0	TRUE
3 Bedroom Restricted Units	77	ELI Units Provided	17	8	8	9	17	TRUE
2 Bedroom Restricted Units	57	ELI Units Provided	14	6	14	8	31	TRUE
1 Bedroom Restricted Units	35	ELI Units Provided	9	4	18	5	40	TRUE
0 Bedroom Restricted Units	90	ELI Units Provided	21	9	27	12	61	TRUE
Restricted Units:	259	Total ELI Units provided	61	Complies with bedroom size distribution?				TRUE

C. State Policy Priorities (7 points maximum) — 2.00

1 Five (5) points will be awarded for Projects located in a "High Resource" or "Highest Resource" area as shown on the TCAC/HCD Opportunity Area Map. — 0.00

An Sponsor/Applicant/Recipient may choose to utilize the applicable census tract, or census block group, or resource designation from the TCAC/HCD Opportunity Area Maps in effect when the initial site control (pursuant to UMR §8303(a)) was obtained up to seven (7) calendar years prior to the application.

Is the Sponsor/Applicant/Recipient utilizing an older census tract or census block group resource designation from the TCAC/HCD Opportunity Maps? No

2 Public Excess Lands (2 points maximum)

Two (2) points will be awarded if a new construction project is located on a site selected under Executive Order N-06-19 to enter into a ground lease with the state to create affordable housing on excess state-owned property. — Yes — 2.00

File Name:	29. Excess state-owned property	Submit either a fully executed Exclusive Negotiation Agreement (ENA) or Lease Option Agreement with the State to enter into a 99 year lease.	Uploaded to FAAST?	Yes

D. Required QIP Developer and Property Management Experience (20 Points maximum) — 20.00

Enter the name of the entity qualifying for experience: MidPen Housing Corporation

§102(t) Is the Sponsor/Applicant/Recipient a "Community-Based Developer"? No

1 Rental Units

NOTE: The Sponsor/Applicant/Recipient's experience will be evaluated in addition to Sponsor/Applicant/Recipient experience for housing development (Sponsor/Applicant/Recipient and Sponsor/Applicant/Recipient may or may not be the same entity).

By applying for and receiving points in these categories, Sponsor/Applicant/Recipient certify that the property shall be owned and managed by entities with equivalent experience scores for the entire Regulatory Agreement period. | Yes

2 Development and ownership experience

applications will be scored based on the number of subsidized rental housing projects (including tax credit projects) that the Sponsor/Applicant/Recipient has completed and operated and whether the Sponsor/Applicant/Recipient is subject to penalties pursuant to paragraph (4) below.

For completed projects, a Sponsor/Applicant/Recipient may include the experience of its controlled affiliated entities or its principals (e.g., employed by, and under the control of the Sponsor/Applicant/Recipient and responsible for managing development activities), but not the experience of non-management board members. An Sponsor/Applicant/Recipient may include the experience of a partner (e.g., Joint Venture partners pursuant to the Defined Terms of the IIG-2019 Guidelines) to gain experience points; however, the experienced partner must have a controlling interest in the project's ownership and a substantial and continued role in the project's ongoing operations, as evidenced in the organizational documents for the owner. Experience among partners shall not be aggregated. Any change in the ownership shall require prior written approval by the Department.

If a Sponsor/Applicant/Recipient relies upon the experience of its Principal for scoring, documentation of the principal's experience is required as set forth in the NOFA and application.

The experience of an Emerging Developer's principal shall not be used to qualify an Emerging Developer Sponsor/Applicant/Recipient for maximum development and ownership experience points. An Emerging Developer cannot have developed, owned, or operated more than three (3) Affordable Housing Developments. If the experience of an Emerging Developer's principal is used for scoring and exceeds three (3) Affordable Housing Developments, the Sponsor/Applicant/Recipient does not meet the qualifications of an Emerging Developer

To receive points under this category the following conditions must be met:

a Submit a certification that the projects for which points are requested have maintained Fiscal Integrity for the year in which each Rental Housing Development's last financial statement has been prepared, a positive operating cash flow from typical residential income alone and have funded reserves in accordance with the partnership agreement and any applicable loan documents.

To obtain points for projects previously owned, a certification must be submitted with respect to the last full year of ownership by the Sponsor/Applicant/Recipient, along with verification of the number of years that the project was owned by that Sponsor/Applicant/Recipient. To obtain points for projects previously owned, the ending date of ownership or participation must be no more than 10 years from the application deadline.

Points are available as follows:

Ten (10) Points. - Three (3) to Four (4) projects in service more than three (3) years, of which one (1) shall be in service more than five (5) years and two (2) shall be Department-regulated or projects utilizing low-income housing tax credits allocated by TCAC. | 0.00

Fifteen (15) Points. - Five (5) or more projects in service more than three (3) years, of which one (1) shall be in service more than five (5) years and two (2) shall be Department-regulated or projects utilizing low-income housing tax credits allocated by TCAC. | 15.00

For Special Needs projects or Community-Based Developers only with experience serving target population(s) proposed to be served in the application, points are available as described above or as follows:

Sponsor/Applicant/Recipient certifies that the property manager shall have three or more years' experience serving the target population(s) proposed to be served in the application. | Yes

For Special Needs Projects:

Fifteen (15) Points. - Four (4) or more special needs projects in service more than three (3) years, of which one (1) shall be Department-regulated or a Project utilizing low-income housing tax credits allocated by TCAC. | 15.00

For Community-Based Developers:

Fifteen (15) Points. - Four (4) or more projects in service more than three (3) years, of which one (1) shall be Department-regulated or a Project utilizing low-income housing tax credits allocated by TCAC. | 0.00

	Name of Subsidized Rental Housing Dev. (including tax credit Projects)	Complete project address	Housing Type	project regulated by?	> than 10 affordable Units?	Date Ownership began	>3 Years in service	>5 Years in service	Ownership or Participation within 10 years	Date ownership ended
				9	10		10	9		
1	Donner Lofts	158 East St. John Street, San Jose, CA 95112	Special Needs	9% TCAC	TRUE	12/14/16	TRUE	TRUE	TRUE	
2	Stevenson Terrace	39605 Stevenson Place, Fremont, CA 94539	Other	9% TCAC	TRUE	6/20/19	TRUE	FALSE	TRUE	
3	Onizuka Crossing	620 East Maude Avenue, Sunnyvale, CA 94085	Special Needs	9% TCAC	TRUE	7/15/16	TRUE	TRUE	TRUE	
4	Station Center I	34888 11th Street, Union City, CA 94587	Other	9% TCAC	TRUE	10/7/11	TRUE	TRUE	TRUE	
5	Shorebreeze	460 N. Shoreline Boulevard, Mountain View, CA 94043	Special Needs	N/A	TRUE	1/6/97	TRUE	TRUE	TRUE	
6	DeVries Place	163 N Main Street, Milpitas, CA 95035	Other	4% TCAC	TRUE	12/2/08	TRUE	TRUE	TRUE	
7	Main Street Village	3615 Main Street, Fremont, CA 94538	Other	9% TCAC	TRUE	6/1/10	TRUE	TRUE	TRUE	
8	Laguna Commons	41152 Fremont Boulevard, Fremont, CA 94538	Special Needs	9% TCAC	TRUE	10/11/12	TRUE	TRUE	TRUE	
9	Edwina Benner Plaza	460 Persian Drive, Sunnyvale, CA 94089	Other	9% TCAC	TRUE	4/6/15	TRUE	TRUE	TRUE	
10	636 El Camino (A&B)	636 El Camino Real, South San Francisco, CA 94080	Special Needs	4% TCAC	TRUE	11/28/08	TRUE	TRUE	TRUE	

File Name:	33. Certification of Fiscal Integrity	Submit a certification that the projects for which points are requested have maintained Fiscal Integrity for the year in which each Rental Housing Development's last financial statement has been prepared, a positive operating cash flow from typical residential income alone and have funded reserves in accordance with the partnership agreement and any applicable loan documents.	Uploaded to FAAST?	Yes

Required QIP developer with fewer than four (4) active Rental Housing Developments in service more than three years shall contract with a bona-fide management company which itself earns a minimum total of five (5) Property Management Experience points at the time of application.

b To obtain development and ownership experience points, Tribal Entities, Community-Based Developers or Emerging Developers may contract with a Developer who will not be the project owner and may receive points commensurate with the Developer's experience pursuant to (a) above.

3 Property Management Company experience. To receive points under this paragraph, the property management company must meet the following conditions:

File Name:	34. Enforceable MA	An enforceable management agreement executed by both parties for the subject application must be submitted at the time of application.	Uploaded to FAAST?	Yes

Enter the Name of the "**Property Management Company**" Qualifying for Experience: MidPen Property Management Corporation

a To obtain points for projects previously managed, the ending date of the property management role must be no more than 10 years from the application deadline. In addition, the property management experience with a project shall not pre-date the project's construction completion date.

Points are available as follows:

Three (3) points. - Six (6) to ten (10) projects managed over three (3) years, of which two (2) shall be Department-regulated or projects utilizing low-income housing tax credits allocated by TCAC. — 0.00

Five (5) points. - Eleven (11) or more projects managed over three (3) years, of which two (2) shall be Department-regulated or projects utilizing California low-income housing tax credits allocated by TCAC. — 5.00

For Special Needs projects and for Community-Based Developers, points are available as described above **or** as follows:

For Special Needs Projects:

Five (5) Points. - Four (4) or more special needs projects in service more than three (3) years, of which one (1) shall be Department-regulated or a project utilizing low-income housing tax credits allocated by TCAC. — 5.00

For Community-Based Developers:

Five (5) Points. - Four (4) or more projects in service more than three (3) years, of which one (1) shall be Department-regulated or a project utilizing low-income housing tax credits allocated by TCAC. — 0.00

MidPen Property Management Corporation - are you contracting with a bona-fide management company? — No

When contracting with an experienced property management company under the terms of paragraphs (2) or (3) above, the Sponsor/Applicant/Recipient or property co-management entity must obtain training in: project operations, on-site certification training in federal fair housing law, and manager certification in Internal Revenue Code (IRC) Section 42 Low Income Housing Credit Program requirements from a CTCAC-approved, nationally recognized entity. Additionally, the experienced property management agent or an equally experienced substitute, must remain for a period of at least 3 years from the construction completion date (or, for ownership transfers, 3 years from the sale or transfer date) to allow for at least one HCD monitoring visit to ensure the project is in compliance with HCD requirements for inspection and monitoring contained in the regulatory agreement. Thereafter, the experienced property manager may transfer responsibilities to the remaining general partner or property management firm following formal written approval from HCD.

	Name of Subsidized Rental Housing Dev. (including tax credit Projects)	Complete project address	Housing Type	Managed project regulated by?	> than 10 affordable Units?	Project's Completion Date	Date Management began	>3 Years in service	Manage or Participation within 10 years	Date Management ended
				12	12			11		
1	Moon Gate Plaza	21 Soledad Street, Salinas, CA 93901	Special Needs	9% TCAC	TRUE	12/27/19	12/27/19	FALSE	TRUE	
2	Donner Lofts	158 East St. John Street, San Jose, CA 95112	Special Needs	9% TCAC	TRUE	12/14/16	12/14/16	TRUE	TRUE	
3	Onizuka Crossing	620 East Maude Avenue, Sunnyvale, CA 94085	Special Needs	9% TCAC	TRUE	7/15/16	7/15/16	TRUE	TRUE	
4	Laguna Commons	41152 Fremont Boulevard, Fremont, CA 94538	Special Needs	9% TCAC	TRUE	5/31/16	5/31/16	TRUE	TRUE	
5	Cynara Court	10201-10898 Merritt Street, Castroville, CA 95012	Special Needs	4% TCAC	TRUE	10/31/11	10/31/11	TRUE	TRUE	
6	Edwina Benner Plaza	460 Persian Drive, Sunnyvale, CA 94089	Other	9% TCAC	TRUE	1/23/19	1/23/19	TRUE	TRUE	
7	Main Street Village	3615 Main Street, Fremont, CA 94538	Other	9% TCAC	TRUE	8/4/11	8/4/11	TRUE	TRUE	
8	Stevenson Terrace	39605 Stevenson Place, Fremont, CA 94539	Other	9% TCAC	TRUE	6/20/19	6/20/19	TRUE	TRUE	
9	636 El Camino (A&B)	636 El Camino Real, South San Francisco, CA 94080	Special Needs	4% TCAC	TRUE	8/17/12	8/17/12	TRUE	TRUE	
10	DeVries Place	163 N Main Street, Milpitas, CA 95035	Other	4% TCAC	TRUE	12/2/08	12/2/08	TRUE	TRUE	
11	Schapiro Knolls	31 Minto Road, Watsonville, CA 95076	Other	9% TCAC	TRUE	6/26/13	6/26/13	TRUE	TRUE	
12	Station Center I	34888 11th Street, Union City, CA 94587	Other	9% TCAC	TRUE	10/17/11	10/17/11	TRUE	TRUE	
13										
14										

15										

4	Negative Points and Disencumbrance Policies, please refer to the Administrative Notice Number 2022-01. HCD will assess, if any, negative points during scoring review.	Administrative Notice Negative Points Policy

E. Project Readiness (20 points maximum, negative 5 points maximum) — 15.00

Points will be awarded to projects under each of the following rating factors as documented in the application and as indicated below. If a particular rating factor is not applicable, full points shall be awarded in that category.

1	Financing Commitments (10 points maximum)	5.00
a	Five points will be awarded for evidencing Enforceable Funding Commitments for **all** construction financing, excluding: funds applied for under this NOFA, an allocation of tax-exempt bonds, and 4 percent or 9 percent tax credits. For projects with bond financing, lender commitment of bond financing is required for these points.	5.00
	Sponsor/Applicant/Recipient or Sponsor/Applicant/Recipients certifies to meet the requirements stated at paragraph (a) above?	Yes

File Name:	36. Const EFC #1, #2, etc.	Provide all commitment letters or other evidence documenting construction financing commitments.	Uploaded to FAAST?	Yes

b	Five points will be awarded for evidence of Enforceable Funding Commitments for **all** permanent financing, grants, project-based rental assistance, and operating subsidies, excluding: funds applied for under this NOFA, an allocation of tax-exempt bonds, and 4 percent or 9 percent tax credits. For projects with bond financing, any applicable permanent lender commitment of bond financing is required for these points.	0.00
	For both construction financing commitments and permanent financing commitments, the assistance will be deemed to be an Enforceable Funding Commitment as this term is defined in the Defined Terms of the IIG-2019 Guidelines (homeownership projects may include but are not limited to the types of Enforceable Funding Commitments included in the definition, subject to Department approval), if it has been awarded to the project or if the Department approves other evidence that the assistance will be reliably available. Contingencies in commitment documents based upon the receipt of an allocation of tax-exempt bonds, 4 percent tax credits or 9 percent tax credits will not disqualify a source from being counted as committed.	
	Sponsor/Applicant/Recipient certifies to obtaining commitments for all permanent financing, grants, project-based rental assistance, and operating subsidies, excluding tax credits.	No
	Sponsor/Applicant/Recipient acknowledges that for deferred payment financing, grant funds, or subsidies from other Department programs, these funds must be awarded prior to finalizing the preliminary point scoring of applications under this NOFA.	Yes

File Name:	37. Perm EFC #1, #2, etc.	Provide all commitment letters or other evidence documenting deferred payment permanent financing commitments.	Uploaded to FAAST?	N/A

2	Local and Environmental Approvals (7 points maximum)	7.00
a	Land use approvals (5 points maximum) – Points will be awarded under either item **i**, **ii**, or **iii** below.	
i	Five (5) points will be awarded for obtaining all land use approvals or entitlements necessary prior to issuance of a building permit, including any required discretionary approvals. Notwithstanding this requirement, design review, variances, and development agreements are not required to be completed. Project sites where the planning department confirms eligibility for Streamlined Ministerial Approval (including but not limited to the Senate Bill 35 (2017) Streamlined Ministerial Approval Processing) are eligible for these points.	5.00
	Sponsor/Applicant/Recipient certifies to meet the requirements stated at paragraph (i) above? — Yes — Project eligible for ministerial approval?	Yes
ii	Four (4) points will be awarded for submission of a complete application to the relevant local authorities for land use approval under a Nondiscretionary Local Approval Process, where the application has been neither approved or disapproved.	0.00
	Sponsor/Applicant/Recipient or Sponsor/Applicant/Recipients certifies to have successfully submitted a complete application to the relevant local authorities for land use approval under a nondiscretionary local approval process, where the application has been neither approved or disapproved.	No
iii	One (1) point will be awarded for a letter signed by a planner certified by the American Institute of Certified Planners indicating that, in their opinion, the Project meets all of the requirements for approval under a Nondiscretionary Local Approval Process, where an application has not been approved or disapproved by the local authorities.	0.00
	Sponsor/Applicant/Recipient or Sponsor/Applicant/Recipients certifies that the American Institute of Certified Planners indicate that, in their opinion, the Project meets all of the requirements for approval under a Nondiscretionary Local Approval Process, where an application has not been approved or disapproved by the local authorities.	No
b	Environmental Approvals - Two (2) points will be awarded for local certification of CEQA (California Environmental Quality Act) exemption or completion.	2.00
	Sponsor/Applicant/Recipient or Sponsor/Applicant/Recipients certifies to meet the requirements stated at subparagraph (b) above?	Yes

File Name:	42. CEQA	Copy of CEQA Determination Documents.	Uploaded to FAAST?	Yes

3	Organizational Documents	
	Three (3) points will be awarded if the Recipient, including all affiliated entities, is fully formed and all required organizational documents are submitted with the application.	3.00
	Sponsor/Applicant/Recipient certifies that the Recipient, including all affiliated entities, is fully formed and all required organizational documents are submitted with the application?	Yes
4	TCAC Hybrid Projects	
	Five (5) points will be subtracted for a project utilizing low-income housing tax credits that will be part of an application to TCAC seeking hybrid tiebreaker incentives.	0.00
	Is project utilizing low-income housing tax credits that will be part of an application to TCAC seeking hybrid tiebreaker incentives?	No

File Name:	45. Local Approvals	Local Approvals and Environmental Review Verification form(s) completed and signed by local authority or Responsible Entity, if different from jurisdiction.	Uploaded to FAAST?	Yes

F. Adaptive Reuse / Infill / Proximity to Amenities / Sustainable Building Methods (21 points maximum) — 21.00

applications will receive five (5) points for each of paragraphs (1), (3), (4) and six (6) points for paragraph (2) of the following four conditions, up to a maximum of 21 points.

1	Infill development and Net Density. Five (5) points will be awarded for infill development, including adaptive reuse of a vacant and underutilized commercial or industrial building located in a developed area served with public infrastructure. The project must meet one of the following requirements of (A) or (B)below:	5.00
a	Located on a site where (Select from below menu).	
	ii. At least 75 percent of the perimeter of the site's adjoining parcels that are developed with Urban Uses (residential, commercial, industrial, public institutional, transit or transportation passenger facility use, or retail use, or any combination of those uses) but not including lands used for agricultural uses or parcels in excess of 15,000 square feet in size and containing only one single family residence, or is separated from parcels that are developed with Urban Uses only by an improved public right-of-way. In calculating this percentage, perimeters bordering navigable bodies of water and improved Parks shall not be included.	
b	Developed at average residential Net Densities on the parcels to be developed that are equal to or greater than the densities described below.	
	Select from dropdown list — iv. For a jurisdiction in a metropolitan county: sites allowing at least 45 units per acre.	45

Net Density: housing Units per acre	261.0			Is Net Density equal to or greater than required?	Yes
Total site area in square feet	48,352	If Project contains commercial space, answer Cells X200-X201		0 bedroom Net Density calculation	63
Less qualified site deductions in square feet				1 bedroom Net Density calculation	31.5
Public streets		*Square ft. of largest residential unit*		2 bedroom Net Density calculation	72
Public sidewalks		*# of bedrooms in largest unit*		3 bedroom Net Density calculation	123.2
Public Open Space				4+ bedroom Net Density calculation	0
Public drainage facilities		*Commercial square feet*	*10,340*	1 Commercial Net Density calculation	0
Net site area in acres *(43,560 square feet per acre)*	1.11	Net Density Adjustment Factor	1.52	Adjusted Net Density as a percentage of required density	579.98%

File Name:	64. Net Density Verification	Provide a minimum density ordinance, recorded binding covenant or date stamped map, and letter certified by a California State-licensed professional such as an engineer, surveyor or architect confirming the Net Density.	Uploaded to FAAST?	Yes

2	Proximity to amenities (maximum of 6 points, may combine options under (**a**) and (**b**))	
a	Projects will receive 1/3 point per site amenity point that would be awarded under TCAC Regulations, Title 4 CCR, Division 17, Chapter 1, Section 10325(c)(4)(A) or successor regulation (In TCAC regulations, this is a 15-point category, however, achieving all 15 points under TCAC translates to 5 points under this category).	5.00
	The Project complies with all requirements to receive the maximum point score available for site amenities under TCAC Regulations, Title 4 CCR, Division 17, Chapter 1, or successor regulation?	Yes

File Name:	47. Amenities List	List of amenities qualifying for TCAC points identified in the "Scoring" Worksheet. Include amenity name, address, distance from the project, and amount of TCAC points earned.	Uploaded to FAAST?	Yes
File Name:	48. Amenities-Scaled Distance Map	Provide a scaled map showing the location of amenities in relation to the Project corresponding to the Amenities List. Include each amenity business name and street address.	Uploaded to FAAST?	Yes

b	A Project within one-quarter mile of a Transit Station or Major Transit Stop shall receive 1 point.	1.00
	Is Project located within one-quarter mile of a Transit Station or Major Transit Stop?	Yes
	Transit point must be for a Transit Stop or Major Transit Stop and distance must be measured by a Walkable Route.	

File Name:	49. Walkable Route Location Map	These transit points must be measured by a Walkable Route from the nearest boundary of the Project to the outer boundary of the site of the Transit Station or Major Transit Stop.	Uploaded to FAAST?	Yes

3	Broadband access. Five (5) points will be awarded for projects meeting the following requirements:	5.00
a	Sponsor/Applicant/Recipient certifies that residential dwelling Units are capable of accommodating broadband service with at least a speed of 100 megabits (50 megabits for rural) per second for downloading and 20 megabits per second (10 megabits for rural) for uploading. Internet service and its ongoing fee is not required; and	Yes
b	The application includes a plan for reducing barriers to access for Project residents. The plan should be tailored to the needs of the tenant population and may include programs providing free or reduce internet prices; reasonable access to project facilities, computers, and shared Wi-Fi; and computer and Wi-Fi literacy training and technical assistance.	Yes

File Name:	50. Reducing Barriers Plan	Provide plan tailored to the needs of the tenant population.	Uploaded to FAAST?	Yes

4	Sustainable building methods. Points will be awarded based on the following: (up to a maximum of five (5) points)	5.00
a	2.5 points will be awarded if the project supports the implementation of a sustainable community's strategy or alternative planning strategy that has been determined by the California Air Resources Board to achieve the region's greenhouse gas emissions target or other adopted regional growth plan intended to foster land use. Consistency with such plans must be demonstrated by a letter or resolution executed by an officer or an equivalent representative from the metropolitan planning organization, regional transportation agency, planning, or local transportation commission.	0.00
	Sponsor/Applicant/Recipient certifies that the project supports the implementation of a sustainable community's strategy or alternative planning strategy that has been determined by the California Air Resources Board to achieve the region's greenhouse gas emissions target?	N/A
b	If a sustainable community's strategy is not required for a region by law, 2.5 points will be awarded if the project supports a regional plan that includes policies and programs to reduce greenhouse gas emissions. Evidence of consistency with such plans must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from, the metropolitan planning organization or regional transportation planning agency or local transportation commission.	0.00
	Sponsor/Applicant/Recipient certifies that the project supports a regional plan that includes policies and programs to reduce greenhouse gas emissions?	N/A
c	A project in which not less than 50 percent of the land area is within a Transit Priority Area shall receive 2.5 points. Evidence of project location within, or partially within, a Transit Priority Area must be demonstrated by a letter or resolution executed by an officer of, or an equivalent representative from, the metropolitan planning organization, regional transportation planning agency, or local transportation commission.	0.00
	Sponsor/Applicant/Recipient certifies that the project in which not less than 50 percent of the land area is within a Transit Priority Area?	N/A

d	Five (5) points will be awarded for a project that is designed to achieve green building status beyond state mandatory building code requirements as verified upon construction completion by a certified LEED Green rater, certified Green Point rater, or licensed engineer. Sponsor/Applicant/Recipients may select from the following green building certification programs:	0.00
	Sponsor/Applicant/Recipient certifies that the project will meet Green building status beyond state mandatory building code requirements as verified?	No
	Select "green building status" from the dropdown list. N/A	
e	Three (3) points for projects that achieve near electrification – projects where two out of three of the major energy appliances (cook stoves, space heating, water heating) are electric. Projects must be wired to be electric ready, defined as having 240 volts outlets near each gas appliance.	0.00
	Sponsor/Applicant/Recipient certifies that the project will achieve near electrification as described above?	No
f	Five (5) points will be awarded for projects that are powered entirely through electricity with no connections to natural gas infrastructure.	5.00
	Sponsor/Applicant/Recipient certifies that the project will be powered entirely through electricity with no connections to natural gas infrastructure as described above?	Yes

File Name:	56. Electric Design	Provide a document from a licensed professional that the document that the project or mixed-use Development will contain the level of electricity stated in this application.	Uploaded to FAAST?	Yes

G. Cost Containment (5 points maximum) (Required QIP) — 5.00

1 Rental Units

A project shall receive one (1) point for each full percent that the project's eligible basis is less than the project's adjusted threshold basis limit, up to a maximum of (5) points. The percentage is calculated by dividing the project's eligible basis by the **project's adjusted** threshold basis limit.

Project's total eligible basis	$68,032,739	Percentage	56.02%

For purposes of this subdivision, a project's adjusted threshold basis limit shall be the project's threshold basis limit, as if it were a 4 percent LIHTC project, as determined pursuant to Section 10327(c)(5) of the TCAC regulations, except that the increase for deeper targeting pursuant to Section 10327(c)(5)(C) of the TCAC regulations that is multiplied by the unadjusted threshold basis limit shall be limited to 80 percent. Section 10327(c)(5) of the TCAC regulations states that for projects financed through CDLAC, "an increase of one percent (1%) in the threshold basis limits shall be available for every 1% of the project's Low Income and Market Rate Units that will be income and rent restricted at or below 50 percent (50%) but above 35 percent (35%) of Area Median Income (AMI). An increase of 2 percent (2%) shall be available for every 1% of the project's Low Income and Market Rate Units that will be restricted at or below 35% of AMI. In addition, the Sponsor/Applicant/Recipient must agree to maintain the affordability period of the project for 55 years (50 years for projects located on tribal trust land)." The Department, however, will only restrict to income levels in 5 percent increments.

Any project may be subject to performance penalties if the project's total eligible basis determined upon construction completion exceeds the revised total adjusted threshold basis limits for the year the Project completes construction (or the original total eligible threshold basis limit if higher) by 40 percent.

Projects adjusted threshold basis limit	$154,680,857
Required QIP, Total Units	91

Including a boost from TCAC §10327 (c)(5)(c), but not more than 80%.

1%	Above 35%, <= 50% AMI	Units	54	Boost	59.00%	Limitation	80.00%
2%	At or below 35% AMI	Units	24	Boost	52.00%		
Projects TOTAL HCD ADJ. THRESHOLD BASIS LIMIT:				$102,356,047		80% Boost - Adjusted threshold basis limit (ATBL)	$52,324,810

Sponsor/Applicant/Recipient acknowledges that any project may be subject to performance penalties if the project's total eligible basis determined upon construction completion exceeds the revised total adjusted threshold basis limits for the year the project completes construction (or the original total eligible threshold basis limit if higher) by 40%. — Yes

2 Ownership Units

The Project shall receive one (1) point for each two full percent that the requested grant amount is less than the maximum grant amount, up to a maximum of (5) points. The percentage is calculated by dividing the Project's requested grant amount by the total allowable maximum grant amount in accordance with the maximum calculated grant amount per §205 ("Grant Terms and Limit") of the IIG-2019 Guidelines. All such ratios will be rounded to the nearest second decimal place. — 36

H. Prohousing Policies (5 points maximum) — 0.00

Points will be awarded based on the extent to which the Project meets the following:

1	Five (5) points will be awarded to Projects located in jurisdictions that have been designated prohousing at time of application based upon their adoption of prohousing local policies, pursuant to the Department's Prohousing Designation Program.	0.00
	Is proposed Project locate in jurisdictions that have been designated prohousing at time of application based upon their adoption of prohousing local policies, pursuant to the Department's Prohousing Designation Program.	No
2	For Projects located in jurisdictions that **are not** designated prohousing pursuant to the Department's Prohousing Designation Program, but have applied for the designation, two (2) points will be awarded if the jurisdiction has at least three of the following in place:	0.00
a	Projects located in jurisdictions with policies that involve meaningful actions towards Affirmatively Furthering Fair Housing pursuant to GC Section 8899.50, including, but not limited to, rezoning higher density in higher opportunity areas, prioritizing funding in higher opportunity areas or areas of concentrated poverty or lower opportunity, place based (e.g., acquisition/rehabilitation, infrastructure improvements, enhancement of community amenities and resources) or displacement strategies in areas of concentrated poverty, lower opportunity or high displacement risk.	
b	Projects located in jurisdictions permitting missing middle housing uses (e.g., triplexes and fourplexes) by right in existing low-density, single-family residential zones or increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law (e.g., permitting more than one ADU or JADU per single-family lot) and Government Codes sections 65852.21 and 66411.7.	
c	Projects located in jurisdictions with density bonus programs which exceed statutory requirements by 10 percent or more.	
d	Projects located in jurisdictions that are reducing or eliminating parking requirements for residential development as authorized by GC Sections 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of GC Section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to GC Section 65915, subdivision (p).	

e	Establishment of ministerial approval processes for a variety of housing types, including single-family and multifamily housing.	
f	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to Lower Income households.	
g	Projects located in jurisdictions that zone more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum regional housing need allocation for the Lower-Income allocation in the current housing element cycle.	
h	Projects located in jurisdictions with measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes; creation of on-street parking for bikes; transit-related improvements; or establishment of carshare programs.	
i	Projects located in jurisdictions that have established pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	
j	Establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents and Projects located in jurisdictions that have documented practice of streamlining housing development at the Project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, Sections 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, Section 65457; Cal Code Regs., tit. 14, Sections 15303, 15332; Pub. Resources Code, Sections 21094.5, 21099, 21155.2, 21159.28).	
k	Waiver or significant reduction of development impact fees for residential development.	
l	Establishment of local housing trust funds or collaboration on a regional housing trust fund.	
m	A comprehensive program that complies with the Surplus Land Act (Gov. Code, §54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to Lower Income households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	

Select Strategy Type (from above)	Strategy Description	Enter name of source document and the hyperlink to where the document can be accessed.	Estimated Outcomes - Describe numerically in terms of increase in supply (number of units), timing (reduced number of days), development costs (reduced costs per unit), entitlement streamlining (reduced number of approvals), or funding (dollar value of incentives).

I. Tiebreaker Score

12.41

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

Note: Should there be two or more applications that have the same score, the Department will assign tiebreaker points as described on the sentence above.

1	Five tie-breaker points will be awarded to the Qualifying Infill Area having the lowest ratio between the requested grant amount to the total allowable maximum grant amount in accordance with the maximum calculated grant amount through the respective IIG-2019 Guidelines. All such ratios will be rounded to the nearest second decimal place.	Ratio =	0.41
2	An additional two tie-breaker points will be awarded to the Qualifying Infill Area for each previously awarded Qualifying Infill Project developed by the Required QIP Developer that has received a certificate of occupancy by the deadline for submittal of applications set forth in this NOFA.		12

Development name:	Arroyo Green	IIG prior NOFA date	6/18/18	Cert. of Occup date:	12/19/19	1
Development name:	Chestnut Square Family	IIG prior NOFA date	6/18/18	Cert. of Occup date:	10/9/20	1
Development name:	Donner Lofts	IIG prior NOFA date	5/14/13	Cert. of Occup date:	11/22/16	1
Development name:	Onizuka Crossing	IIG prior NOFA date	5/14/13	Cert. of Occup date:	7/15/16	1
Development name:	Fair Oaks Senior Housing	IIG prior NOFA date	1/30/09	Cert. of Occup date:	10/20/11	1
Development name:	Peninsula Station	IIG prior NOFA date	2/28/08	Cert. of Occup date:	11/4/10	1

Local Approvals and Environmental Review Verification

Submit this form to the agency or department of local government responsible for administration of the items listed. This form may be submitted to more than one agency or department if necessary. If an item is not required, include the reason why in box provided.

Eligible Applicant:	City and County of San Francisco, a municipal corporation, acting by and through the Mayor's Office of Housing and Co
Developer of Required QIP:	N/A
Developer Address:	303 Vintage Park Drive, Suite 250
Developer City:	Foster City
QIP Name:	850 Turk Street
QIP Address/site:	850 Turk Street
QIP City:	San Francisco
QIP County:	San Francisco
Assessor Parcel Numbers (APNs):	0744-006

To the local jurisdiction; the Eligible Applicant named above has submitted an application to the California Dept. of Housing and Community Development (HCD) requesting funding for the Project named above, under the IIG 2022 Notice of Funding Availability Small Jurisdiction Set Aside and Qualifying Infill Areas. Projects submitted for program funding are subject to a competitive rating process. Project readiness is a component of that process. Verification of items listed below will be used in evaluating this application.

Is this Project approved "by right" (SB 35)? Yes

		Applicable for this Project	Final date of Public Comment Period	Approved Date
CEQA Environmental Clearance is finally approve or unnecessary:	**CEQA**	Yes	N/A	N/A

Specify in the box below, items not required and explain why (include documentation, if applicable):

Notice of Exemption (NOE), State Clearinghouse (SCH) Number 2022040213 was posted 4/8/2022. The project qualified for Categorical Exemption Class 32-CEQA Section 15332 In-Fill Development because it is consistent with applicable objective general plan standards and criteria for multi-family residential development. The project is an allowable use in the City and County of San Francisco's land use and zoning designations and the project meets all criteria for Class 32.

	Required for this Project?	Under Review?	Verified as Completed and date completed
All necessary, discretionary, and non-discretionary public land use approvals except building permits and other ministerial approvals are:	Yes	No	48/2022

Specify in the box below, items not required and explain why (include documentation, if applicable):

Dated:

Statement Completed by (please print):	Daniel O'Brien
Signature:	
Title:	Supervising Environmental Planner
Agency or Department:	DGS/RESD/PMDB
Agency or Department Address:	707 Third Street, 4th Fl, West Sacramento, CA 95605
Agency or Department Phone:	916-376-1603

Certification & Legal Status

On behalf of the entity identified in the signature block below, I certify that:

1) The information, statements and attachments included in this Application are, to the best of my knowledge and belief, true and correct.

2) I possess the legal authority to submit this Application on behalf of the entity identified in the signature block.

3) The following is a complete disclosure of all identities of interest - of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the Project. "Related Party" is defined in §10302 of the California Code of Regulations (CTCAC Regulations):

4) As of the date of Application, the Project, or the real property on which the Project is proposed (Property) is not part to or the subject of any claim or action at the State or Federal appellate level.

5) I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project.

In addition, I acknowledge that all information in this Application and attachments is public, and may be disclosed by the State.

Eric D. Shaw	Director		8/23/22
Printed Name	Title of Signatory	Signature	Date

Legal Disclosure

For purposes of the following questions, and with the exceptions noted below, the term “Sponsor/Applicant/Recipient” shall include the Sponsor/Applicant/Recipient(s), and any subsidiary of the Sponsor/Applicant/Recipient(s) if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the Application or the Project.

In addition to each of these entities themselves, the term “Sponsor/Applicant/Recipient” shall also include the direct and indirect holders of more than ten percent (10%) of the ownership interests in the entity, as well as the officers, directors, principals and senior executives of the entity if the entity is a corporation, the general and limited partners of the entity if the entity is a partnership, and the members or managers of the entity if the entity is a limited liability company. For Projects using tax-exempt bonds, it shall also include the individual who will be executing the bond purchase agreement.

The following questions must be responded to for each entity and person qualifying as an "Sponsor/Applicant/Recipient," or "joint Sponsor/Applicant/Recipient" as defined above.

Explain all positive responses on a separate sheet and include with this questionnaire in the Application.

Exceptions:

Public entity Sponsor/Applicant/Recipients without an ownership interest in the proposed Project, including but not limited to cities, counties, and joint powers authorities with 100 or more members, are not required to respond to this questionnaire.

Members of the boards of directors of non-profit corporations, including officers of the boards, are also not required to respond. However, chief executive officers (Executive Directors, Chief Executive Officers, Presidents or their equivalent) must respond, as must chief financial officers (Treasurers, Chief Financial Officers, or their equivalent).

Civil Matters

1) Has the Sponsor/Applicant/Recipient filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in past ten years?	No
2) Is the Sponsor/Applicant/Recipient currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the Sponsor/Applicant/Recipient’s business, or (b) the Project that is the subject of the Application?	No
3) Have there been any administrative or civil settlements, decisions, or judgments against the Sponsor/Applicant/Recipient within the past ten years that materially and adversely affected (a) the financial condition of the Sponsor/Applicant/Recipient’s business, or (b) the Project that is the subject of the Application?	No
4) Is the Sponsor/Applicant/Recipient currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?	Yes
5) In the past ten years, has the Sponsor/Applicant/Recipient been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?	Yes

Criminal Matters

6) Is the Sponsor/Applicant/Recipient currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the Sponsor/Applicant/Recipient?	No
7) Is the Sponsor/Applicant/Recipient currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the Sponsor/Applicant/Recipient for matters relating to the conduct of the Sponsor/Applicant/Recipient’s business?	No
8) Is the Sponsor/Applicant/Recipient currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the Sponsor/Applicant/Recipient for any financial or fraud related crime?	No
9) Is the Sponsor/Applicant/Recipient currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the Sponsor/Applicant/Recipient’s business?	No
10) Within the past ten years, has the Sponsor/Applicant/Recipient been convicted of any felony?	No
11) Within the past ten years, has the Sponsor/Applicant/Recipient been convicted of any misdemeanor related to the conduct of the Sponsor/Applicant/Recipient’s business?	No
12) Within the past ten years, has the Sponsor/Applicant/Recipient been convicted of any misdemeanor for any financial or fraud related crime?	No

Please provide a letter of explanation if you responded "Yes" to any of the questions above.

File Name:	65. Applicant Certification LOE	Letter of Explanation(s) for Certification & Legal "Yes" answers, or as clarification deemed necessary by the Applicant for information included in this application.	Uploaded to FAAST?	

Eric D. Shaw	Director		8/23/22
Printed Name	Title of Signatory	Signature	Date

Entity Organizational Documents

Organizational Documents

The following is intended as a brief summary of legal documents commonly required to verify the legal authority of the private entity or entities applying to HCD for an Award of funds and does not apply to public Sponsor/Applicant/Recipients. Documents required to apply for funds (threshold requirements) are legally distinct from those required to enter into a standard agreement or to receive bonus points. For projects receiving an Award of HCD funds, additional documents, or corrections, may be required prior to execution of the Standard Agreement.

Organizational Charts

Complete organizational charts are required for the Recipient.

Corporate Entities

Articles of Incorporation (Corp. Code **§154, 200 and 202**) as certified by the CA Secretary of State.
Bylaws and any amendments thereto (Corp. Code **§207(b), 211 and 212**)
Certificate of Amendment of Articles of Incorporation (Corp. Code **§900-910** (general stock), **§5810-5820** (public benefit and religious corporations), **§7810-7820** (mutual benefit corporations), or **§12500-12510** (general cooperative corporations)) as applicable.
Restated Articles of Incorporation (Corp. Code **§901, 906, 910** (general stock), **§5811, 5815, 5819** (public benefit and religious corporations), **§7811, 7815 and 7819** (mutual benefit corporations) and **§12501, 12506 and 12510** (general cooperative corporations)) as applicable.
Statement of Information (CA Secretary of State form SI-100 or SI-200)
Shareholder Agreements (Corp. Code **§186**) if applicable.
Certificate of Good Standing certified by Secretary of State. Certificate of Good Standing must be dated 30 days or less from the application due date.

Limited Liability Companies

Articles of Organization (CA Secretary of State form LLC-1)
Certificate of Amendment (CA Secretary of State form LLC-2) if applicable.
Restated Articles of Organization (CA Secretary of State form LLC-10) if applicable.
Certificate of Correction (CA Secretary of State form LLC-11) if applicable.
Statement of Information (CA Secretary of State form LLC-12 or LLC-12NC)
Operating Agreement (Corp. Code **§17707.02(s) and 17701.10**)
Certificate of Good Standing certified by Secretary of State. Certificate of Good Standing must be dated 30 days or less from the application due date.

Limited Partnerships

Certificate of Limited Partnership (CA Secretary of State form LP-1)
Amendment to Certificate of Limited Partnership (CA Secretary of State form LP-2) if applicable.
Certificate of Correction (CA Secretary of State form LP-2) if applicable.
Limited Partnership Agreement (CA Corp. Code **§15901.02(x) and 15901.10**)
Amended and Restated Limited Partnership Agreement
Certificate of Good Standing certified by Secretary of State.

Tribal Entity

Application Development Team (ADT) Support Form

Please complete the "yellow" cells in the form below and email a copy to: AppSupport@hcd.ca.gov, A member of the Application Development Team will respond to your request as soon as possible.

Full Name:		Date Requested:		Application Version Date:	
Organization:		Email:		Contact Phone:	
Justification:					

Issue #	Tab / Sheet Name	Section	Cell(s) #	Update / Comment	Urgency	ADT Status	Tester
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

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STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
2020 W. El Camino Avenue, Suite 670, 95833
P. O. Box 952054
Sacramento, CA 94252-2054
(916) 263-2771
www.hcd.ca.gov

February 9, 2023

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

Dear Eric D. Shaw:

RE: Conditional Award Commitment and Acceptance of Terms and Conditions
Infill Infrastructure Grant Program of 2019
June 16, 2022, Notice of Funding Availability (NOFA) for
Large Jurisdiction Set Aside and Qualifying Infill Areas
City and County of San Francisco – *850 Turk Street and 750 Golden Gate Avenue*
Contract No. 22-IIG-17683

The California Department of Housing and Community Development ("**Department**") issued a Notice of Funding Availability on June 16, 2022, (the "**2022 Notice of Funding Availability Large Jurisdiction Set Aside and Qualifying infill Areas" or "IIG of 2019 NOFA"**). The Department is now pleased to inform you of this conditional award to City and County of San Francisco ("**Awardee**"). This conditional award is a grant in the amount of $8,091,600 (the "**Conditional Award**") for the above-referenced project (the "**Project**") and includes the following:

Program	Award Amount	Contract Number
Infill Infrastructure Grant (IIG) Program	$8,091,600	22-IIG-17683

The Conditional Award is based on and subject to the Applicant Representations and the Terms and Conditions of Conditional Award, both as further specified and described in this notice of the Conditional Award (the "**Conditional Award Commitment**"). This Conditional Award may only be accepted by timely delivery of a fully executed Acceptance of Terms and Conditions of Conditional Award form to the Department (an execution copy of this form is enclosed herein).

I. Applicant Representations – Basis of Conditional Award

In response to the IIG of 2019 NOFA, the Awardee submitted an application for financing of the Project (that application, and all communications and documentation submitted to the Department in support thereof, the "**Application**").

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The Department is making this Conditional Award to the Awardee on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardee submitted as part of the Application (the "**Applicant Representations**").

The Department may rescind this Conditional Award if the Department discovers, at any time prior to disbursement of the Conditional Award, that the Applicant Representations included material misrepresentations or omissions, regardless of whether or not such misrepresentations or omissions were innocent, unintentional, and/or based upon belief.

II. Terms and Conditions of Conditional Award

The Department may rescind this Conditional Award if any of the terms and conditions enumerated in this Section II (the "**Terms and Conditions of Conditional Award**") are not timely satisfied. TIME IS OF THE ESSENCE IN THE SATISFACTION OF THESE TERMS AND CONDITIONS OF CONDITIONAL AWARD.

The Terms and Conditions of Conditional Award and their corresponding timelines are described below. All timelines shall be calculated in calendar days. Any deadline falling on a weekend or State of California holiday shall be extended to the next business day.

If the Terms and Conditions of this Conditional Award are timely satisfied, the Department will **(i)** promptly provide a written notification to the Awardee via electronic mail; and **(ii)** circulate an execution copy of an STD 213, Standard Agreement for all appropriate signatures and approvals in accordance with the timeline specified at Section III of this Conditional Award Commitment.

1. Timely Execution of Acceptance of Terms and Conditions of Conditional Award Form

The Awardee shall execute and deliver a copy of the enclosed Acceptance of Terms and Conditions of Conditional Award to the Department within ten (10) calendar days of the date upon this Conditional Award Commitment. The Department will deem this condition to be unsatisfied if it receives an executed Acceptance of Terms and Conditions of Conditional Award that has been substantively modified, altered, or amended in any way. The signed Acceptance of Terms and Conditions of Conditional Award form must be submitted to Infill@hcd.ca.gov.

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2. Timely Delivery of Authorization and Organizational Documents

The Awardee shall deliver to the Department, within sixty (60) calendar days of the date upon this Conditional Award Commitment, a legally sufficient set of Authorization and Organizational Documents, as further described and specified below. Specifically, the Awardee shall deliver a duly adopted authorizing resolution, as well as a complete and duly filed or adopted set of organizational documents and all amendments (the "**Authorization and Organizational Documents**"), for each of the following entities as applicable: each Awardee entity; the ultimate borrower of the Conditional Award funds (the "**Borrower**"); and each separate legal entity that is part of the Awardee's or Borrower's organizational structure. Each entity's resolution must constitute, to the Department's reasonable satisfaction, an unconditional, duly adopted, and legally binding authorization of the entity to accept the total amount of these Conditional Award funds, to fully participate in the relevant Department program, and to be legally bound by the requirements of the Department program. The Department may agree to an extension of fifteen (15) calendar days based on the Awardee's demonstration of necessity.

Note: *A Local Public Entity, as defined in the IIG of 2019 Final Program Guidelines, is not required to submit a complete and duly filed or adopted set of organizational documents and amendments. Both the Conditional Award and this Conditional Award Commitment are subject to Health and Safety Code section 50406, subdivision (p), as subsequently amended ("**AB 1010**").*

The Department will post resolution templates on its website as informational guidance. Please note that use of the resolution templates is not compulsory. However, use of the provided templates will assist in the timely review and approval of the Standard Agreement. While entities may choose to use modified language in their resolutions, Sponsors should be aware that this may delay preparation of the Standard Agreement or, if deemed insufficient, may result in the need to submit a revised resolution.

At any point prior to disbursement, the Department may also require the Awardee to resubmit Authorization and Organizational Documents if the original submittals were determined to be inaccurate or incomplete.

III. Delivery of Standard Agreement

In an effort to be responsive to each Awardee's closing needs and to ensure timely commitment of funds, the Department commits to delivering an execution copy of the Standard Agreement relative to this Conditional Award within ninety (90) calendar days of receiving all required documents, including all legally sufficient Authorization and Organizational Documents, in connection with this Project and as applicable.

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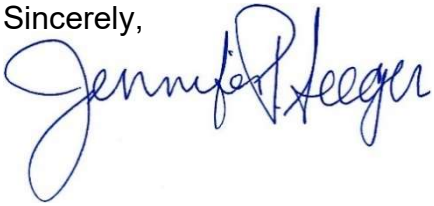
IV. Deadline to Secure Permanent Financing

Please note that the Awardee must secure all permanent financing, including tax credits and bond allocations, within 24 months of the date of the first Department funding award to the Project, consistent with the Department's Disencumbrance Policy (Administrative Notice Number 2022-02: Disencumbrance Policy). Sponsors/Applicants must demonstrate that all permanent financing is in place allowing the project to commence construction. Failure to meet this requirement shall result in the withdrawal or recapture of this Conditional Award and any other prior or subsequent funds awarded to the Project.

Congratulations on your successful Application. For further information, please contact Lynn Jones, Climate Change Section Chief, Program Design and Implementation Branch, at Lynn.Jones@hcd.ca.gov or (916) 695-6071.

Sincerely,



Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award Form

DocuSign Envelope ID: 7D2BD25E-EFF5-4DB3-8091-E93282A0F957

California Department of Housing and Community Development
Infill Infrastructure Grant Program of 2019 NOFA, Round 8

Acceptance of Terms and Conditions of Conditional Award

City and County of San Francisco ("**Awardee**")
850 Turk Street and 750 Golden Gate Avenue ("**Project**")

Infill Infrastructure Grant award totaling $8,091,600; ("**Conditional Award**") as detailed below:

Program	Award Amount	Contract Number
Infill Infrastructure Grant (IIG) Program	$8,091,600	22-IIG-17683

By signing this Acceptance of Terms and Conditions of Conditional Award, the Awardee acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, dated February 8, 2023, in connection with the Project.

In addition, the Awardee acknowledges having read and fully understood all of the Department's requirements relative to the Conditional Award, including the requirements set forth in Administrative Notice Number 2022-22: Disencumbrance Policy, and the Awardee agrees to abide by and comply with those requirements.

In addition, the Awardee must acknowledge that it has reviewed and verified the accuracy of the final project report prepared by the Department no later than February 28, 2023.

DocuSigned by:
Eric Shaw
65EBDE91D096444...

2/16/2023

Eric D. Shaw, Director, Mayor's Office of Housing and Community Development
City and County of San Francisco

Date

** **For HCD Use Only** **

☐ Authorized Representatives Verified
☐ All Parties Signed

Date Received: _____

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER	AMENDMENT NUMBER
22-IIG-17683	

1. CONTRACTOR'S NAME City and County of San Francisco		2. FEDERAL I.D. NUMBER N/A
3. AGENCY TRANSMITTING AGREEMENT Housing and Community Development	4. DIVISION, BUREAU, OR OTHER UNIT Financial Assistance	5. AGENCY BILLING CODE N/A
6a.CONTRACT ANALYST NAME	6b. EMAIL	6c. PHONE NUMBER

7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE?

☑ NO ☐ YES (If Yes, enter prior contractor name and agreement number)

PRIOR CONTRACTOR NAME	PRIOR AGREEMENT NUMBER
N/A	N/A

8. BRIEF DESCRIPTION OF SERVICES

To provide gap funding for qualified infrastructure improvement projects.

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

The Infill Grant Program was funded by the Infill Infrastructure Grant Program of 2019. Its primary objective is to promote infill housing development. The program seeks to accomplish this objective by providing financial assistance for infrastructure improvements necessary to facilitate new infill housing developments.

10.PAYMENT TERMS *(More than one may apply)*

☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☑ Progress Payment

☐ Itemized Invoice ☐ Withhold 0% ☐ Advanced Payment Not To Exceed

☐ Reimbursement/Revenue $ $ 0.00 or 0%

☐ Other (Explain)

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	2240 105 0001 Cat.	2022/2023	21	2021	$ 8,091,600.00

OBJECT CODE 22402000/41834 = $8,091,600.00 5432000 - Grants and Subventions - Governmental	AGREEMENT TOTAL	$ 8,091,600.00
OPTIONAL USE	AMOUNT ENCUMBERED BY THIS DOCUMENT $ 8,091,600.00	
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.	PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT $ 0.00	
	TOTAL AMOUNT ENCUMBERED TO DATE $ 8,091,600.00	

ACCOUNTING OFFICER'S SIGNATURE	ACCOUNTING OFFICER'S NAME *(Print or Type)*	DATE SIGNED

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	AMENDMENT NUMBER
22-IIG-17683	

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original		06/30/2030	$ 8,091,600.00	Exempt
Amendment No. 1				
Amendment No. 2				
Amendment No. 3				
		TOTAL	$ 8,091,600.00	

13. BIDDING METHOD USED:

☐ Request for Proposal (RFP)*(Attach justification if secondary method is used)*

☐ Use of Master Service Agreement

☐ Invitation for Bid (IFB)

☑ Exempt from Bidding *(Give authority for exempt status)*

☐ Sole Source Contract*(Attach STD. 821)*

☑ Other *(Explain)* SCM Vol 1, 5.80, B.2.b

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

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

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

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

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

☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.

☑ Not Applicable (Interagency / Public Works / Other _____)

☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 54760 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION N/A

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

AUTHORIZED SIGNATURE	SIGNER'S NAME *(Print or Type)*	DATE SIGNED
N/A	N/A	N/A

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

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

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

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

A. Contractor Certification Clauses ☐ No ☐ Yes ☑ N/A

B. STD.204 Vendor Data Record ☐ No ☑ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED ☐ No ☑ Yes ☐ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS? ☐ No ☐ Yes

SB/DVBE Certification Number:
N/A

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?
(If an amendment, explain changes, if any)
N/A

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

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

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

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

SIGNATURE	NAME/TITLE *(Print or Type)*	DATE SIGNED
	Contracts Office / Contracts Analyst	

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	AMENDMENT NUMBER
22-IIG-17683	

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60
In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

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

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

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
22-IIG-17683	

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

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
City and County of San Francisco

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2030

3. The maximum amount of this Agreement is:
$8,091,600.00

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

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	IIG Program Terms and Conditions	16
Exhibit E	Project-Specific Provisions and Special Conditions	7
	TOTAL NUMBER OF PAGES ATTACHED	30

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

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

CONTRACTOR

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

City and County of San Francisco

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 W. El Camino Ave., Suite 130	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
	Contracts Office Manager, Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

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

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

CONTRACTOR

City and County of San Francisco
a municipal corporation

By: _____ Date: _____

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

_____

Address:

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

Prep Date: 08/02/2023

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

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

A. Part 12.5 of Division 31 of the Health and Safety Code (commencing with Section 53559).

B. The Infill Infrastructure Grant Program of 2019 Small Jurisdiction Set Aside and Qualifying Infill Areas Final Guidelines (the "Guidelines") dated June 16, 2022, issued by the State of California, Department of Housing and Community Development ("Department") and as may be amended from time to time; and

C. The Program's Notice of Funding Availability ("NOFA") dated June 16, 2022, under which the Recipient applied. In accepting this grant award, the Recipient agrees to comply with the terms and conditions of the Guidelines, the NOFA, this Agreement, and the disbursement agreement, which is more particularly described in Exhibit B, attached hereto.

D. This exhibit makes reference to Exhibits B, C, D, and E, all of which are attached hereto and made a part hereof by this reference.

2. Scope of Work

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

A. The "Capital Improvement Project" described in Exhibit E under provision Ex. A-E.1.

B. The residential Housing Development(s) designated in the Application as the "Qualifying Infill Project" (hereinafter also referred to as the "Housing Development(s)"), to be developed and constructed by the Recipient, or other developer, as provided in the Application and which meets the criteria set forth in Exhibit E under provision Ex. A-E.2.

EXHIBIT A

C. The Capital Improvement Project is an integral part of or is necessary for the completion of the Housing Development(s). The Recipient is responsible for and shall ensure the completion of the Capital Improvement Project and the completion and occupancy of the Housing Development(s) in accordance with the criteria set forth above in Paragraph 2.B. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

D. The Department, the Recipient and other parties as required by the Department, shall enter into a Disbursement Agreement governing among other things the disbursement of Program funds, as more particularly described in Exhibit B, attached hereto.

3. Definitions

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

A. "Recipient" refers to the entity or entities submitting an application, or to a related entity approved by the Department entering into this Agreement and identified as "Contractor" on page one of this Agreement. In the case of joint applicants, "Recipient" shall also refer to each applicant or the Department-approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein because the Department may only provide a single Program award under this Agreement, in the case of joint applicants, or where a related entity approved by the Department entering into this Agreement and identified as "Contractor" on page one of this Agreement is added later, all such applicants and related-entities identified as a Contractor under this Agreement shall collectively comprise and be deemed a joint venture.

B. "Capital Improvement Project" means the Capital Improvement Project described in Paragraph 2.A. of this Exhibit A.

EXHIBIT A

C. "Housing Development" means the Qualifying Infill Project described in Paragraph 2.B. of this Exhibit A that is supported by the Capital Improvement Project.

D. "Section" or "section" in reference to the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated June 16, 2022. Notwithstanding, if and when the Department amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guideline section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guideline section number(s), any reference herein to the old Guideline section(s) number(s) shall be interpreted to refer instead to the Guideline section(s) that is (or are) intended to replace the content and substance of the former Guideline section(s).

4. Proximity to Amenities and Access to Transit

The Department's award to Recipient was, in part, based on submissions in the Recipient's Application demonstrating access to and proximity to certain amenities as a threshold requirement to the award (NOFA Section II; Guidelines 202(i), (j), and (k)). Additionally Large Jurisdiction QIA applicants were awarded rating points for qualifying infill projects with proximity to amenities and access to transit (NOFA Section IV, F.2) relative to the location of the Housing Development(s). At the request of the Department, Recipient shall provide evidence sufficient to support the submissions in its application pertaining to these threshold requirements; and/or, for Large Jurisdiction QIA awards, evidence sufficient to support such award of points by the Department. The Department may refuse to commence or continue the disbursement of Program funds unless and until Recipient responds to such a request in a manner satisfactory to the Department.

5. Performance Milestones

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

EXHIBIT A

and assurances from the Recipient for timely completion of the remaining Milestones.

6. State Contract Coordinator

The State Contract Coordinator for this Agreement is the Infill Infrastructure Grant Program of 2007 Section Chief, Division of State Financial Assistance, or the Chief's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract Coordinator at the address specified in Exhibit E under provision Ex. A-E.4.

7. Recipient Contract Coordinator

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Budget

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

2. Contract Amount

A. For the purpose of performing the Work, the Department agrees to provide the amount identified on page one, number 3, of this Agreement (STD. 213) in the form of a grant for the uses identified in the Budget. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the Budget. Changes in aggregate of ten percent (10%) or less of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

A. Where the Sources and Uses set forth in this Exhibit identify funds other than Program funds, those funds shall be expended and applied to Project costs as provided in the Budget. Recipient agrees that it will make best efforts to ensure that the other funds specified in the Budget are available for disbursement as provided in this Exhibit, and approved for the use specified in the Budget, except to the extent the Budget and the Sources

EXHIBIT B

and Uses may be updated and modified by the Disbursement Agreement described below. The Recipient shall provide evidence and assurance of the commitment and availability of such other sources of funding identified in the Sources and Uses as provided in the Disbursement Agreement. The terms and conditions of all construction financing to be used in conjunction with the Program funds shall be subject to the Department's review and approval.

B. Pursuant to Section 202(f) of the Guidelines, the Department may require the Recipient to provide an Estoppel Letter, acceptable to the Department, evidencing that the amount of owner equity or developer funds proposed by the Recipient at application stage, and relied upon by the Department in reviewing the financial feasibility of the project, continues to be committed to the project.

4. Completion Dates

A. Pursuant to Guidelines Section 403(a), all Program funds must be disbursed no later than Disbursement Deadline, as that term is further defined in Exhibit E under provision Ex. B-E.1. All un-disbursed funds remaining as of the Disbursement Deadline, will no longer be available for this Project. All invoices for payment must be submitted to the Department no later than three (3) months prior to the Disbursement Deadline to ensure payment processing.

B. This Agreement shall expire on the date set forth in Exhibit E under provision Ex. B-E.2 notwithstanding a contrary date set forth on page one of this Agreement.

5. Method of Payment

A. Payment shall be made as progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for Work completed on forms provided by the Department and subject to such documentation as the Department may require.

B. The Department shall not authorize payments unless it determines that the Program funds shall be expended in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement, and the Disbursement Agreement.

EXHIBIT B

C. The Department shall not authorize payment(s) for pre-development and/or soft costs until the Department has received from the Recipient:

1) An executed construction contract; and,

2) Evidence, acceptable to the Department, demonstrating that construction period funding sources have been secured, or has, or will be converted to permanent funding sources.

6. Disbursement Agreement

A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Capital Improvement Project and an updated Budget; therefore, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds.

B. The Disbursement Agreement must be executed within two (2) years from the date of award, which date is set forth in specific detail in Exhibit E under provision Ex. B-E.3.

[PROJECT BUDGET TABLE NOW APPEARS IN EXHIBIT E]

EXHIBIT D

IIG GENERAL TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

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

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any terms and/or special conditions of this Agreement, to include without limitation Paragraph 44 of this Exhibit. Upon termination or expiration of this Agreement, unless otherwise approved in writing by the Department, any unexpended funds received by the Recipient shall be returned to the Department within fourteen (14) days of the Notice of Termination.

3. Infill Infrastructure Grant Documents

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

EXHIBIT D

4. Covenant Regarding Development of Affordable Housing

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

A. For rental Housing Development(s)s, the Covenant shall require the continuation of the affordability of the Housing Development(s) for a period of not less than fifty-five (55) years from the date of the filing of a Notice of Completion for the Housing Development(s).

B. For homeownership Housing Development(s)s, the Covenant shall require the continuation of the affordability for a period of not less than thirty (30) years from the date of the filing of a Notice of Completion for the Housing Development(s). The affordability will be ensured through a resale restriction or equity sharing upon resale.

C. In addition to the Covenant, the Department may request, and if requested, the Recipient shall execute and record a performance deed of trust ensuring the completion of the Housing Development(s) or the Infrastructure Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object, which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised in the event that the Housing Development(s) or Infrastructure Project are not timely completed, or in the event of an uncured breach of this Agreement.

5. Site Control

The Recipient must have and maintain site control which complies with Guidelines Section 202(m) and which is sufficient to ensure the timely commencement of the Infrastructure Project and the Housing Development(s) as determined by the Department. The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the

EXHIBIT D

Infrastructure Project and the Housing Development(s) and provide evidence of such instruments prior to the first disbursement of Program funds.

6. Appraisals

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

7. Relocation Plan

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

8. Article XXXIV

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

9. Environmental Conditions

The Recipient shall provide to the Department the following:

A. All Environmental Site Assessment ("ESA") Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Infrastructure Project and the Housing Development(s), in conformance with ASTM Standard Practice E 1527, evaluating whether the Infrastructure Project is affected by any recognized environmental conditions.

EXHIBIT D

B. Documentation and/or a certification satisfactory to the Department that all Environmental Site Assessment Report recommendations including remediation and/or mitigation work have been completed.

C. Mitigation requirements required as a result of the Final Environmental Impact Report ("EIR") or Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

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

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

11. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of the Department, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are, and shall be, deemed severable.

B. The Recipient shall notify the Department immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or the Department, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of the Department.

12. Milestones

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

EXHIBIT D

13. Insurance

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

14. Change of Conditions

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

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

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

16. Waivers

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

17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's

EXHIBIT D

performance of the Scope of Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence, or other writings relating to Recipient's relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department to the extent necessary to ensure compliance with Program requirements and this Agreement.

DESIGN

18. Architect

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

19. Plans and Specifications and Project Cost Estimates

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

20. Reasonable Development Costs

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

EXHIBIT D

21. Adaptability and Accessibility

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

22. Acoustics Report

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

23. Approval by Public Works Department

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

CONSTRUCTION

24. Construction Contract

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

25. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Infrastructure Project by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer, which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of

EXHIBIT D

the Construction Contract(s) including a warranty period of at least twelve (12) months after completion. The Payment Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Infrastructure Project and Housing Development(s) and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent (20%) of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

26. Prevailing Wages

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

27. Construction Phase Information

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

A. Information during the construction period including but not limited to all change orders and modifications to the construction documents and all inspection reports of the Infrastructure Project. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the

EXHIBIT D

Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not responded to in writing within 10 (ten) business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

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

28. Signage and Photographs

Recipient shall place signs on the construction site for the Infrastructure Project and Housing Development(s) stating that the Department is providing financing through the Infill Infrastructure Grant Program in an appropriate location(s), typeface and size containing the message set forth in Exhibit E under provision Ex. D-E.1.
The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the Department acknowledgement and logo shall also be displayed in a similar size and layout. A copy of the Department logo can be obtained by contacting the Department Contract Manager.
Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Infrastructure Project and the Housing Development(s) by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement, authorizing use of said photographs, all at no expense to the Department.

EXHIBIT D

INSPECTION OF GRANT ACTIVITIES

29. Site Inspection

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

30. Infrastructure Project and Housing Development(s) Inspection

A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Infrastructure Project and Housing Development(s) to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, the Guidelines and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.

B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.

C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.

D. The Department shall have no affirmative duty to inspect the Infrastructure Project or the Housing Development(s) and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to

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complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Infrastructure Project and Housing Development(s).

31. Audit/Retention and Inspection

A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four (4) years after final payment under the Agreement, unless a longer period of records retention is stipulated.

B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.

C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Infrastructure Project or the Housing Development(s). At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.

D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause, which permits access by the Department to the independent auditor's working papers.

E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.

EXHIBIT D

F. If so, directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation, and all other materials relevant to this Agreement to be delivered to the Department as depository.

COMPLETION OF CONSTRUCTION

32. Relocation Plan Implementation Report

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

33. Architect Certification

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

34. Cost Certification

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

35. Recorded Notice of Completion

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

EXHIBIT D

36. "As-Built" Plans and Specifications

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

HOUSING DEVELOPMENT(S) REQUIREMENTS

37. Confirmation of Permitted Housing Units

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

38. Proximity to Amenities

To ensure the Recipient's Housing Development(s) meets or exceeds the proximity to amenities proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the amenities will be in service and located in distances consistent with Section IV F. of the NOFA, as applicable, when the Housing Development(s) is completed.

39. Access to Transit

To ensure the Recipient's Housing Development(s) meets or exceeds the access to transit distance proposed in the Application, the Recipient shall submit evidence to the Department for approval prior to the final disbursement of funds that the transit stations or major transit stops meet the definitions in Section 102(cccc) and 102(tt) of the Guidelines, respectively. The evidence shall substantiate completion of the transit stations identified in the application no more than five years from the deadline for submittal of applications set forth in the NOFA, and pursuant to the definition of Transit Station of the Guidelines in Section 102.

EXHIBIT D

REPORTING REQUIREMENTS

40. Reports on Infrastructure Project

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

41. Reports on Housing Development(s)

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

42. Updated Information

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

43. Monitoring Requirements

The Program shall perform regular monitoring of the Housing Development(s) and/or fiscal monitoring of the grant pursuant to section 502 of the Guidelines. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Infrastructure Project files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

EXHIBIT D

REPAYMENT OF GRANT FUNDS

44. Breach of this Agreement

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

A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed work.

B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Infrastructure Project in accordance with Program requirements.

C. The Department may seek such other remedies as may be available under this Agreement or any law.

D. This Agreement may be cancelled by the Department under any of the following conditions:

1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement.

2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Agreement.

3) Construction of the Infrastructure Project or Housing Development(s) cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement.

4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

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45. Repayment of Grant Funds for Failure to Develop Housing

Recipients will be required to repay disbursed Program grant funds where construction of residential units in the Housing Development(s) used as the basis for calculating the grant amount pursuant to Section 205(a) of the Guidelines has not received building permits within two (2) years from the date of the Program grant award. The Department may extend these deadlines, for a term not to exceed seven (7) years, if the Recipient demonstrates, to the satisfaction of the Department, that it has complied with the performance milestones identified in Exhibit A of this Agreement. The amount to be repaid shall be the same proportion to the total grant amount as the number of residential units where construction has not timely commenced to the total number of designated residential units.

EXHIBIT E

QIA PROJECT-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS

1. PROJECT-SPECIFIC PROVISIONS

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

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

The CIP scope of work includes site preparation, site utilities, surface improvements, environmental mitigation, structured parking, transit improvements and impact fees.

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

QIP #1 Location (APN, address, parcel map, specific plan, or similar reference) City and County		**850 Turk Street San Francisco, CA 94102 City and County of San Francisco APN: 0744-006**	
Enter the number of units by bedroom size and income level.			
# of Bedrooms	**# of Units**	**IIG Restricted**	**Income Limit (% of AMI)**
0	8	8	30%
0	12	12	40%
0	8	8	50%
1	4	4	30%
1	4	4	40%
1	4	4	50%
1	2	2	60%
2	6	6	30%
2	6	6	40%
2	4	4	50%
2	4	4	60%
3	6	6	30%

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3	10	10	40%
3	6	6	50%
3	6	6	60%
2	1		Manager
Total	91	90	

QIP #2 Location (APN, address, parcel map, specific plan, or similar reference) City and County		**750 Golden Gate Avenue San Francisco, CA 94102 City and County of San Francisco APN: 0761-002, 0761-003, 0761-022, & 0761-062**	
Enter the number of units by bedroom size and income level.			
# of Bedrooms	**# of Units**	**IIG Restricted**	**Income Limit (% of AMI)**
0	6	6	30%
0	20	20	50%
0	2	2	60%
1	2	2	30%
1	2	2	50%
1	3	3	60%
2	4	4	30%
2	5	5	40%
2	5	5	50%
2	4	4	60%
3	5	5	30%
3	6	6	40%
3	6	6	50%
3	4	4	60%
2	1		Manager
Total	75	74	

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QIP #3 Location (APN, address, parcel map, specific plan, or similar reference) City and County		**750 Golden Gate Avenue San Francisco, CA 94102 City and County of San Francisco APN: 0761-002, 0761-003, 0761-022, & 0761-062**	
Enter the number of units by bedroom size and income level.			
# of Bedrooms	**# of Units**	**IIG Restricted**	**Income Limit (% of AMI)**
0	7	7	30%
0	7	7	40%
0	20	20	50%
1	3	3	30%
1	3	3	40%
1	4	4	50%
1	4	4	60%
2	4	4	30%
2	6	6	40%
2	6	6	50%
2	3	3	60%
3	6	6	30%
3	6	6	40%
3	8	8	50%
3	8	8	60%
2	1		Manager
Total	96	95	

EXHIBIT E

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

PERFORMANCE MILESTONES

Performance Milestone	CIP	QIP #1	QIP #2	QIP #3
Executed binding agreement between the Recipient and developer of the proposed Housing Development detailing the terms and conditions of the Project development.	11/1/2025	11/1/2024	11/1/2024	11/1/2025
Site Control of Housing Development site(s) by proposed housing developer.	N/A	11/1/2024	11/1/2024	11/1/2025
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	4/8/2022	4/8/2022	4/8/2022	4/8/2022
Obtaining all necessary and discretionary public land use approvals.	N/A	N/A	N/A	N/A
Obtaining all enforceable funding commitments for the Housing Development supported by the Infrastructure Project.	N/A	11/1/2025	11/1/2025	11/1/2025
Obtaining all enforceable funding commitments for all construction period financing.	11/1/2025	10/31/2024	10/31/2024	10/31/2025
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses (as defined in Exhibit B to this Agreement) including substantially final construction/permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	11/1/2025	11/1/2024	11/1/2024	11/1/2025
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	12/1/2024	12/8/2022	6/1/2024	12/1/2024
Commencement of construction.	11/1/2025	11/1/2025	11/1/2025	11/1/2025
Construction complete and the filing of the Certificate of occupancy	6/30/2026	6/30/2026	6/30/2026	6/30/2026

EXHIBIT E

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

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

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

Recipient:	City and County of San Francisco
Authorized Representative Name:	Eric D. Shaw
Authorized Representative Title:	Director, Mayor's Office of Housing and Community Development
Address:	1 South Van Ness Avenue, 5th Floor San Francisco, CA 94103
Phone No.:	(415) 701-5500
Email Address:	Eric.shaw@sfgov.org

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

Pursuant to the NOFA at Section II.C.4.b, the "Disbursement Deadline," as that term is used and referenced throughout the agreement, and in particular in Exhibit B paragraph 4.A, is June 30, 2026.

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

This Agreement shall expire on June 30, 2030, notwithstanding a contrary date set forth on page 1 (entitled STD. 213) of this Agreement.

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

The Disbursement Agreement must be executed within two (2) years from February 9, 2023 (the date of award).

EXHIBIT E

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

PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES		
850 Turk Street and 750 Golden Gate Avenue		**City and County of San Francisco**
DEVELOPMENT COSTS BY FUNDING SOURCE		
TOTAL QIA PROJECT ACTIVITY		**IIG Program**
Total Hard Project Costs	$7,376,316	$7,376,316
Total Soft, Other Related Costs	$715,284	$715,284
TOTAL PROJECTED CIP COSTS	$8,091,600	$8,091,600

Provision Ex. D-E.1 (As referenced in Exhibit D paragraph 28)

The signage required by Exhibit D, paragraph 28 shall contain the following information:

PROJECT NAME: 850 Turk Street and 750 Golden Gate Avenue

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

EXHIBIT E

2. SPECIAL CONDITIONS

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

A. Payee

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

Payee Name: City and County of San Francisco $8,091,600.00

B. Recipient Experience

City and County of San Francisco co-applied with, and is relying upon the experience of, the **MidPen Housing Corporation** identified in the table below (for purposes of this section only, the "Experienced Recipient") to satisfy the requirements of Section 201(b) of the Guidelines. The Experienced Recipient shall maintain a controlling interest in the Housing Development identified next to its name in the table below in this Section (B).

HOUSING DEVELOPMENT	EXPERIENCED RECIPIENT
QIP #1	MidPen Housing Corporation
QIP #2	MidPen Housing Corporation
QIP #3	MidPen Housing Corporation

C. Partitioning of the Project

Recipient acknowledges that the Project as submitted and approved is the Project that is to be funded and built. Any bifurcation will make the award null and void, as the project is no longer feasible as originally submitted and approved. The Department's award of grant funds shall not be assumed or assigned.

HCD IIG 850 Turk and 750 Golden Gate Expenditure Schedule

Proposed expenditures for the HCD IIG 850 Turk Street and 750 Golden Gate Avenue Grant.

Agency Name	**Project Description**	**HCD Funding Amount**
City and County of San Francisco	Funds from the IIG Program will support work including site preparation, site utilities, surface improvements, environmental mitigation, structured parking, transit improvements and impact fees. Will include demolition of existing single-story parking structure on Turk Street and the surface parking lot on Golden Gate Avenue which are owned and utilized by the State of California. For both sites infrastructure construction will include 32 covered parking spaces constructed in a podium parking garage, site grading, utility installation and a passive vapor barrier system.	$8,091,600

TOTAL HCD: $8,091,600

Turk Street and Golden Gate Avenue Affordable Housing Project

Summary

SCH Number	2022040213
Public Agency	Department of General Services (DGS)
Document Title	Turk Street and Golden Gate Avenue Affordable Housing Project
Document Type	NOE - Notice of Exemption
Received	4/8/2022
Posted	4/8/2022
Document Description	California Governor Newsom directed the California Department of General Services (DGS) to identify excess state properties as potential affordable housing development sites (Executive Order N-06-19). The proposed project would include demolition of the existing parking lots and development of two buildings providing affordable residential units. Overall, the project would consist of 295 residential units that are 100 percent affordable and permanently deed-restricted, and 105 surface parking spaces to replace the displaced California Employment Development Department (EDD) parking spaces on the ground floors of the buildings. The 8-story Turk Street building would consist of 105 residential units, open space, and common space. The 9-story Golden Gate Avenue building would consist of 190 residential units, open space, and common space.

Contact Information

Name	Jonathan Heim
Agency Name	Department of General Services
Job Title	Asset Enhancement
Contact Types	Lead/Public Agency
Address	707 3rd Street, 4th Floor West Sacramento, CA 95605
Phone	(916) 375-4125
Email	jonathan.heim@dgs.ca.gov

Location

Cities	San Francisco
Counties	San Francisco
Regions	San Francisco Bay Area
Cross Streets	Turk/Franklin Street, Golden Gate Avenue/Franklin Street
Zip	94109
Total Acres	1.11
Parcel #	Block 0744/Lot 006, Block 0761/Lots 062, 022, 002, 003
State Highways	101, I-80, I-280
Railways	Caltrain, Bart, Muni
Schools	Multiple
Waterways	San Francisco Bay

Notice of Exemption

Exempt Status	Categorical Exemption
Type, Section or Code	Class 32; Section 15332 In-Fill Development
Reasons for Exemption	DGS has determined that the project qualifies for Class 32 exemption because the project is consistent with applicable objective general plan standards and criteria for multi-family residential development. It is an allowable land use in the City and County of San Francisco's land use and zoning designations and the project meets all criteria for Class 32; less than 5 acres, within City and County of San Francisco limits, surrounded by urban uses, not in an area with value as habitat for endangered, rare or threatened species, is adequately served by all required utilities and public services. DGS confirms that no exceptions apply which would preclude the use of an exception for this project.

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

County Clerk
County of: _____

From: (Public Agency): CA Department of General Service
707 3rd Street, 4th Floor
West Sacramento, CA 95605
(Address)

Project Title: Turk Street and Golden Gate Avenue Affordable Housing Project

Project Applicant: MidPen Housing

Project Location - Specific:

850 Turk Street (Block 0744/Lot 006), 750 Golden Gate(Block 0761/Lots 062, 022, 002, 003)

Project Location - City: San Francisco Project Location - County: San Francisco

Description of Nature, Purpose and Beneficiaries of Project:

California Governor Newsom directed the California Department of General Services (DGS) to identify excess state properties as potential affordable housing development sites (Executive Order N-06-19). The proposed project would include demolition of the existing parking lots and development of two buildings providing affordable residential units. Overall, the project would consist of 295 residential units that are 100 percent affordable and permanently deed-restricted, and 105 surface parking spaces to replace the displaced California Employment Development Department (EDD) parking spaces on the ground floors of the buildings. The 8-story Turk Street building would consist of 105 residential units, open space, and common space. The 9-story Golden Gate Avenue building would consist of 190 residential units, open space, and common space.

Name of Public Agency Approving Project: California Department of General Services

Name of Person or Agency Carrying Out Project: Jonathan Heim, Department of General Services

Exempt Status: (**check one**):

- ☐ Ministerial (Sec. 21080(b)(1); 15268);
- ☐ Declaration Emergency (Sec. 21080(b)(3);15269(a));
- ☐ Emergency Project (Sec. 21080(b)(4);15269(b)(c));
- ☒ Categorical Exemption. State type and section number: Section 15332; In-Fill Development
- ☐ Statutory Exemption. State code number: _____

Reasons why project is exempt:

DGS has determined that the project qualifies for Class 32 exemption because the project is consistent with applicable objective general plan standards and criteria for multi-family residential development. It is an allowable land use in the City and County of San Francisco's land use and zoning designations and the project meets all criteria for Class 32; less than 5 acres, within City and County of San Francisco limits, surrounded by urban uses, not in an area with value as habitat for endangered, rare or threatened species, is adequately served by all required utilities and public services. DGS confirms that no exceptions apply which would preclude the use of an exception for this project.

Lead Agency
Contact Person: Jonathan Heim Area Code/
Telephone/Extension: 916-375-4125

If filed by applicant:

1. Attach certified document of exemption finding.
2. Has a Notice of Exemption been filed by the public agency approving the project? ☒ Yes ☐ No

Signature: Jim Martone Date: 4/8/22 Title: Chief, Asset Management Branch

☒ Signed by Lead Agency ☐ Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____

DocuSign Envelope ID: CF585044-47B3-4EDA-813F-3AF5840D562B

Incomplete - Pending Signature

San Francisco Ethics Commission
25 Van Ness Avenue, Suite 220, San Francisco, CA 94102
Phone: 415.252.3100 . Fax: 415.252.3112
ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 240020

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4
(S.F. Campaign and Governmental Conduct Code § 1.126(f)4)
A Public Document

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

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

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

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

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT Andrew Strong	**DEPARTMENT CONTACT TELEPHONE NUMBER** 628-652-5860
FULL DEPARTMENT NAME MYR Mayor's Office of Housing and Comm Dev	**DEPARTMENT CONTACT EMAIL** andrew.strong@sfgov.org

Incomplete - Pending Signature

5. CONTRACTOR	
NAME OF CONTRACTOR MP Golden Gate Avenue Associates, L.P.	**TELEPHONE NUMBER** 707-292-4854
STREET ADDRESS (including City, State and Zip Code) 303 Vintage Park Drive, Ste 250, Foster City, 94404	**EMAIL** lauren-fuhry@midpen-housing.org

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	**ORIGINAL BID/RFP NUMBER**	**FILE NUMBER (*If applicable*)** 240020
DESCRIPTION OF AMOUNT OF CONTRACT $8,091,600		
NATURE OF THE CONTRACT *(Please describe)* Resolution to accept and expend Infill Infrastructure Grant program funds for financing of the projects at 850 Turk Street and 750 Golden Gate Avenue.		

7. COMMENTS
MidPen Housing Corporation is the General Partner of the MP Golden Gate Avenue Associates L.P.

8. CONTRACT APPROVAL	
This contract was approved by:	
☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

DocuSign Envelope ID: CF585044-47B3-4EDA-813F-3AF5840D562B

Incomplete - Pending signature

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Harrison	Eric	Board of Directors
2	Garcia-Kohl	Jessica	Board of Directors
3	Torres	Enrique	Board of Directors
4	Diaz	Gina	Board of Directors
5	Bartlett	Beth	Board of Directors
6	Fearn	Jonathan	Board of Directors
7	Freeman	Terry	Board of Directors
8	Freeman	Yusef	Board of Directors
9	Goon	Fay Sien	Board of Directors
10	Hollister	Rob	Board of Directors
11	Jagerson	Elisa (deLaet)	Board of Directors
12	Lee	Chan U	Board of Directors
13	Martinez	Jennifer	Board of Directors
14	McDonnell	Renee	Board of Directors
15	Mock	Melanie	Board of Directors
16	Sonnenshine	Stephanie	Board of Directors
17	Attenhofer	Kyle	Other Principal Officer
18	AuYeung	Felix	Other Principal Officer
19	Goldware Potluri	Abby	Other Principal Officer

Incomplete - pending signature

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20	Hikida	Lyn	Other Principal Officer
21	Morford	Leanne	Other Principal Officer
22	Smith	Lance	Other Principal Officer
23	Talcott	Alice	Other Principal Officer
24	Wu	Jennifer	Other Principal Officer
25	Yappert	Craig	Other Principal Officer
26	Franklin	Matt	CEO
27	Lind	Janine	COO
28	Vergura	Mick	CFO
29	Archey	Kasey	Other Principal Officer
30	Goggins Gregory	Ann	Other Principal Officer
31	Hill	Terry	Other Principal Officer
32	Ingram	Jennifer	Other Principal Officer
33			
34			
35			
36			
37			
38			

Incomplete - Pending Signature

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
39			
40			
41			
42			
43			
44			
45			
46			
47			
48			
49			
50			

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

10. VERIFICATION

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

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

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

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

London N. Breed
Mayor

Eric D. Shaw
Director

TO: **Angela Calvillo, Clerk of the Board of Supervisors**

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

DATE: **December 7, 2023**

SUBJECT: **Accept and Expend Resolution for Infill Infrastructure Grant (IIG) Program at 850 Turk and 750 Golden Gate**

GRANT TITLE: **Infill Infrastructure Grant Program – 850 Turk and 750 Golden Gate**

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

_X_ Proposed resolution; original signed by Department, Mayor, Controller

X Grant information form

_X_ Grant budget

X Ethics Form 126

X Grant application

X Grant award letter from funding agency

X Grant agreement

_N/A_ Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

Name:	Benjamin McCloskey	
Phone:	415-701-5575	
Interoffice Mail Address:	Benjamin.McCloskey@sfgov.org	
Certified copy required	Yes ☐	No ☒

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