

File No. 220764

Committee Item No. 11

Board Item No. 37

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date July 13, 2022

Board of Supervisors Meeting Date July 19, 2022

Cmte Board

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

OTHER (Use back side if additional space is needed)

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Completed by: Brent Jalipa Date July 7, 2022

Completed by: Brent Jalipa Date July 14, 2022

1 [Accept and Expend Grant - California Department of Housing and Community Development -
2 Affordable Housing and Sustainable Communities Program - Potrero Block B - \$29,829,178]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development**
4 **(“MOHCD”) to execute the Standard Agreements with the California Department of**
5 **Housing and Community Development (“HCD” or “Department”) under the Affordable**
6 **Housing and Sustainable Communities Program for a total award of \$29,829,178**
7 **including \$20,000,000 disbursed by HCD as a loan to the Potrero Housing Associates II,**
8 **L.P. for a 100% affordable housing project at 1801-25th Street and \$9,829,178 to be**
9 **disbursed as a grant to the City for public transportation improvements near 1801-25th**
10 **Street, for the period starting on the execution date of the Standard Agreements to**
11 **June 30, 2041; authorizing MOHCD to accept and expend the grant of up to \$9,829,178**
12 **for transportation, streetscape and pedestrian improvements and other transit oriented**
13 **programming and improvement as approved by HCD, to commence following Board**
14 **approval.**

15
16 WHEREAS, The State of California, the Strategic Growth Council (“SGC”) and the
17 Department of Housing and Community Development (“Department”) issued a Notice of
18 Funding Availability (“NOFA”) dated November 1, 2019, under the Affordable Housing and
19 Sustainable Communities (“AHSC”) Program established under Division 44, Part 1 of the
20 Public Resources Code commencing with Section 75200; and

21 WHEREAS, The SGC is authorized to approve funding allocations for the AHSC
22 Program, subject to the terms and conditions of the NOFA, AHSC Program Guidelines
23 adopted by SGC on October 31, 2019 (“Program Guidelines”), an application package
24 released by the Department for the AHSC Program (“Application Package”), and an AHSC
25

1 standard agreement with the State of California (“Standard Agreement”), the Department is
2 authorized to administer the approved funding allocations of the AHSC Program; and

3 WHEREAS, The AHSC Program provides grants and loans to applicants identified
4 through a competitive process for the development of projects that, per the Program
5 Guidelines, will achieve greenhouse gas reductions and benefit disadvantaged communities
6 through increased accessibility to affordable housing, employment centers and key
7 destinations via low-carbon transportation; and

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

10 WHEREAS, Potrero Housing Associates, L.P., a California limited partnership
11 (“Developer”), requested that the City and County of San Francisco (the “City”), acting by and
12 through Mayor’s Office of Housing and Community Development (“MOHCD”), be a joint
13 applicant for AHSC Program funds for its project located at 1801-25th Street consisting of new
14 construction of a 157-unit 100% affordable multifamily rental housing development affordable
15 to low-income households, with 117 units set aside for HOPE SF resident replacement units,
16 and 6,203 sq. ft of commercial space, with an early childhood education center and adjacent
17 mini park (the “Project”) identified as Potrero Block B (the “Potrero Block B”); and

18 WHEREAS, The San Francisco Municipal Transportation Agency (“SFMTA”) plans to
19 perform transportation, bicycle and pedestrian improvements in the vicinity of the Project (the
20 “SFMTA Work”); and

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

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

4 WHEREAS, SFMTA and MOHCD entered into a Memorandum of Understanding to
5 make commitments on behalf of the City for the Application Package; and

6 WHEREAS, Through an award letter dated July 20, 2020, the Department made an
7 award in the total amount of \$29,829,178, which includes \$20,000,000 to be disbursed by
8 HCD as a loan to the Developer for the Project, and up to \$9,829,178 to be disbursed as a
9 grant to the City for the SFMTA Work and other transit-oriented programming and
10 improvements approved by HCD, subject to the terms and conditions of the STD 213,
11 Standard Agreement (“Standard Agreement”), a copy of which is on file with the Clerk of the
12 Board of Supervisors in File No. 191292; now, therefore, be it

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

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

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

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

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

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1 Recommended:

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3 /s/

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

4

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6 Approved:

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8 /s/

London N. Breed, Mayor

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/s/

Ben Rosenfield, Controller

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File Number: 220764
(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:** Affordable Housing and Sustainable Communities Program – Potrero Block B

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):**

Approved by funding agency Not yet approved

5. **Amount of Grant Funding Approved or Applied for:** \$9,829,178

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:** Public transportation improvements

9. **Grant Project Schedule, as allowed in approval documents, or as proposed:**

Start-Date: TBD End-Date: 6/30/2041

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 No

b1. **If yes, how much? \$** Up to \$1,474,376.70

b2. **How was the amount calculated?** 15% of grant award

c1. **If no, why are indirect costs not included?**

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?** N/A

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):

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

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

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

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

Comments:

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

Gloria Woo
(Name)

Environmental Compliance Manager
(Title)

Date Reviewed: May 26, 2022


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eric D. Shaw
(Name)

Director
(Title)

Date Reviewed: 6/1/2022 | 4:05 PM PDT

DocuSigned by:
Eric Shaw
05EBDF91D896444...
(Signature Required)

AHSC Application

NOFA Round 5

FY 2019-20

Affordable Housing and Sustainable Communities Program (AHSC)



**CALIFORNIA STRATEGIC
GROWTH COUNCIL**



State of California
Governor Gavin Newsom

Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency

Doug McCauley, Acting Director
Department of Housing and Community Development (HCD)

2020 West El Camino Avenue, Suite 650, Sacramento, CA 95833

email: ahsc@hcd.ca.gov

<http://hcd.ca.gov/grants-funding/active-funding/ahsc.shtml>

November 1, 2019 NOFA

Rev: 11/12/19

Overview

When opening this file, a yellow banner at the top may appear with a button that says "Enable Editing". It is essential that you click this box so that the macros are enabled. Enabling macros is necessary for full worksheet functionality. Macros do not work with Microsoft's Excel version for Apple Mac.

Affordable Housing & Sustainable Communities Program (AHSC) Project Information						FAAST PIN:	45304				
Project Name:	HOPE SF Potrero Block B			Project Area Type:	Integrated Connectivity Project (ICP) - §102(d)	Housing Type:	Rental				
For ICP or RIPA Area Types - Must include within the Project Area: a Sustainable Transportation Infrastructure Project and an Affordable Housing Development and/or Housing Related Infrastructure Project - §102(d)(3) & (e) (check all boxes that apply):				<input checked="" type="checkbox"/> Affordable Housing Development (AHD) - §103(a)(1)	Was Project awarded funds in prior AHSC rounds?	No					
				<input type="checkbox"/> Housing Related Infrastructure (HRI) - §103(a)(2)	If yes, which round of AHSC was it awarded?						
				<input checked="" type="checkbox"/> Sustainable Transportation Infrastructure (STI) - §103(a)(3)	Is Project a phase of a previously awarded project?			No			
				<input checked="" type="checkbox"/> Transportation-Related Amenities (TRA) - §103(a)(4)	Select Metropolitan Planning Org. or "non-MPO area" below						
				<input checked="" type="checkbox"/> Program Costs (PGM) - §103(b)	Metropolitan Transportation Commission (MTC)						
ICP Project Area Type §102(d)(1)(2)(3)											
(1) Includes at least one Transit Station/Stop ?							Yes				
(2) Be served by at least one mode of Qualifying Transit that does not meet the requirements of High Quality Transit at time of application submittal?							Yes				
(3) Include Capital Projects or Program Costs as indicated in §102(d)(3)?							Yes				
If ICP Project proposes to fund an AHD with AHSC Program funds, will housing be located within one-half mile of a Transit Station/Stop?							Yes				
Total Dev. Costs & AHSC Funding - limits: §103(a)(1)(D), §103(a)(2)(B), §103(a)(3)(B), §103(a)(4)(C), §103(b)(2), and §104(a)						Legislative Data					
Capital Project/Program:	Total Development Costs (TDC)	AHSC Funds Request (min \$1M, max \$30M; STI+TRA max \$10M)	AHSC / Total AHSC	Non-AHSC Funding Commitments	State Assembly District:			17			
Housing (AHD)	\$147,097,936	\$20,000,000	67.05%	\$113,898,936	Senate District:	11					
Housing (HRI)	\$0	\$0	0.00%								
Housing (AHD & HRI)	\$147,097,936	\$20,000,000	67.05%	\$113,898,936	Congressional District:	12					
Transportation (STI)	\$9,405,858	\$8,000,000	26.82%	\$1,405,858							
Transportation (TRA)	\$1,900,000	\$1,500,000	5.03%	\$400,000							
Programs (PGM)	\$329,178	\$329,178	1.10%	\$0							
Totals:	\$158,732,972	\$29,829,178	100.00%	\$115,704,794							
Employment Benefits & Outcomes Reporting §103(a)											
(1)(C)(iii), (2)(A)(iii), (3)(A)(iii), and (4)(A)(iii)											
Total amount of eligible Employment Benefits and Outcomes Reporting costs not to exceed 2% of the total AHSC Program award (not included within the soft costs cap or Active Delivery Cost cap).			AHD	HRI	STI	TRA	Total Budgeted	2% Cost Cap	Overage		
			\$0	\$0	\$0	\$0	\$0	\$596,584	\$0	OK	
Project Description - describe major Project components (do not exceed 700 characters)		Potrero Block B will consist of AHD, STI, TRA and PGM components. The AHD component will consist of 157 units of which 156 will be restricted for households earning 60% AMI or less. The STI component will consist of walkway, intersection and streetscape improvements. The TRA component will consist of the extension of the Minnesota Grove, a 0.4-acre 'street park' along the east side of a short stretch of Minnesota Street, between 24th and 25th Streets. The PGM component will consist of transit passes for each household									
# of description characters: ##											
AB-1550 Priority Populations §101											
Project 10 digit census tract:	0607506140	Disadvantaged Community:	N/A	Low-Income Community:	No	Low-Income Households:	Yes				
FAAST File:	AB1550	Applicable CARB Priority Population Benefit Criteria Tables						File Uploaded?			
Project Area Definition §102(a)											
Description of geographical boundaries (defined by vicinity map, service area, etc.):	The project area the project area is defined as a 1 mile radius around the SFMTA MUNI qualifying transit stop located at the intersection of Connecticut Ave. and Cesar Chavez St., a ½ mile radius around 1201-1275 Wisconsin St., a ½ mile radius around 1845 25th St., a 1/2 mile radius around Minnesota St. between 24th St. and 25th St., and a 1/2 mile radius around Folsom St. between 2nd to 11th Streets and Howard Street between 11th and 4th Streets.										
FAAST File:	Project Area Map	NOTE: Items marked with (PAM) in this application must be identified on the Project Area Map (PAM). This includes Quantitative Policy Scoring worksheet Active Transportation Improvements §107(b)(1), (4) & (5) and Location Efficiency and Access to Destinations §107(e)(2). Narrative Based Policy worksheet Collaboration & Planning §107(m)(2) must also be identified on the PAM. Please refer to the Project Area Mapping Guidance for instructions.						Files Uploaded?	Yes		
Required Project Area Components §102(a):											
(1)	Be a contiguous area included within a distinct planning area in a local or regional planning document(s) or transit service area										Yes
(2)	Include at least one Transit Station/Stop consistent with the requirements set forth in the TOD, ICP and RIPA; and										Yes
(3)	Be of a defined size consistent with one of the following:										
(A)	For Project Areas with fixed transit routes, the defined Project Area may not exceed a one (1) mile buffer around the identified Transit Station/Stop merged with a 1/2 mile buffer around all STI improvements.										Yes
(B)	For Project Areas with Flexible Transit Service routes, the defined Project Area must be defined based on the identified service area of the transit line.										No
(C)	For Project Areas which include a Transit Corridor, bicycle network or both, Project Area must be identified in a plan (i.e. General, Bicycle Master or Transit Corridor Implementation).										N/A
Plan name (if applicable): §102(a)(3)(C)											
§106(a)(15)	Applicant acknowledges that Qualifying Transit must be completed and offering service to the Transit Station/Stop of the Project Area by the time set forth in the Standard Agreement.										Yes
FAAST File:	Transit Service Map	Transit Service Map supporting the Qualifying Transit. Quantitative Policy Scoring worksheet Active Transportation Improvements §107(b)(2) must also be identified on the Transit Service Map. Refer to the Project Area Mapping Guidance document for instructions.						Files Uploaded?	Yes		
FAAST File:	Transit Service Schedule	All documentation transit service schedule supporting the transit service area. All transit service schedules should be uploaded to "Transit Service Schedule" as one document.						Files Uploaded?	Yes		
Application Threshold Requirements §106(a)											
(1)	We certify the Project will achieve a reduction in GHG emissions through fewer vehicle miles traveled (VMT) pursuant to the CARB Quantification Methodology .										Yes
(2)	We certify that this proposal supports implementation of the applicable Sustainable Community Strategy (SCS) or similar sustainable planning document in non-Metropolitan Planning Organization (MPO) regions and is consistent with activities or strategies identified in the regional SCS, or similar planning document that demonstrate a per capita reduction in VMT and GHG.										Yes
FAAST File:	MPO Support Doc	Executed document from MPO identified in cell Y9 above confirming consistency with SCS or similar sustainable planning document in non-Metropolitan Planning Organization regions, per Section 106 (a).						Files Uploaded?			

Overview

FAAST File:	SCS or Equiv Regional Plan	Indicate the applicable section or elements of the SCS or equivalent regional plan detailing regional government involvement.	File Uploaded?	
(3) We certify the Project is consistent with the State planning priorities established pursuant to §65041.1 of the Government Code.				Yes
(6)(A) We certify the Project will incorporate at least two Urban Greening feature as defined in Guidelines Appendix A, with dedicated maintenance for at least two years and include adequate lighting in accordance with local, state or federal design standards and requirements for all publicly accessible components of the Project including active transportation route and transit stations or stops. <i>(select two features below and include costs in budget(s))</i>				Yes
Green streets and alleyways		Non-motorized urban trails (safe routes between residences, workplaces, commercial and schools)		
(6)(B) We certify the Project will include adequate lighting in accordance with local, state, and federal design standards and requirements for all publicly accessible components of the Project including active transportation routes and transit stations or stops.				Yes
(7) Must demonstrate a level of committed funding at time of application that is >= 0.90 <i>(must complete applicable project/program worksheets)</i>		§106(a)(7) calculation results=	0.91	If No, Project has insufficient funding Commitments
(10) Is application (including the UA) sufficiently complete to assess feasibility of application and its compliance with AHSC Program and application requirements?				Yes
(16) Does any Capital Project trigger State Reloc. Assistance Law (CA Gov Code §7260-7277)?		AHD	Yes	HRI
		No	STI	No
		TRA	No	
If Yes , provide a narrative discussion on the number of impacted households and provided relocation assistance including what actions have or will be taken to comply with State Relocation Assistance Law? If No , provide documentation supporting relocation is not required.		The construction of Block B will require the demolition of 92 existing multi-family apartments within eight buildings. Of these units, none are currently occupied. All the households have been permanently relocated, the bulk of which were directly relocated across the street to the newly constructed Block X. Under the requirements of the executed Master Development Agreement, BRIDGE has been working with and will continue to work SFHA and CCSF to accommodate the residents' temporary and/or permanent relocations both financially and with community		
FAAST File:	Reloc Plan	Applicants must provide a Relocation Plan or documentation supporting no relocation.	File Uploaded?	
(17) Will the Housing Element for the jurisdiction in which Project is located be in substantial compliance by the date of award recommendation. Housing Element in substantial compliance means the local public entity's adopted housing element is in substantial compliance as demonstrated by a letter from HCD which sets forth findings that the housing element adopted within the time frames required by Gov Code §65588 includes that substance essential to every requirement of Article 10.6, commencing with Gov. Code §65580, Ch. 3 of Div. I of Title VII? Projects located on Trust Land, as defined in Appendix B(a)(1), (2), are exempt from this requirement.				Yes
FAAST File:	Hsng Element Letter	A jurisdiction's current housing element compliance status is obtainable thru HCD's website	File Uploaded?	
(18) Climate adaptation measures are integrated into Project through the "Community Climate Resiliency" scoring in §107(o) - <i>Narrative-Based Policy worksheet</i>				Yes
(23) All Project components will meet applicable codes, including the California Building Standards Code (CCR, Title 24), which effective January 1, 2020, requires mechanical ventilation systems with high efficiency filtration of Minimum Efficiency Rating Value (MERV) 13.				Yes
(25) Project will meet the accessibility requirements specified in the TCAC regulations, as may be amended and renumbered from time to time. Exemption requests, as provided for in the TCAC regulations, must be approved in writing by HCD prior to the start of construction. Projects must also provide a preference for accessible units to persons with disabilities requiring the features of the accessible units in accordance with TCAC regulations. The applicant or Developer of the Project must ensure that any other applicable federal, state, and local accessibility requirements are met.				Yes
Applicant Information §105				
FAAST File:	Indian Tribe	If applicable, for all Federally recognized Indian Tribe Applicants , upload documentation to support requirements as described in Appendix B	Copy Attached?	N/A
			File Uploaded?	N/A
Will a Public Agency have a real property interest in the proposed Project §105(a)(3)? <i>(if yes, your application must include one of the following below)</i>				<input checked="" type="radio"/> Yes <input type="radio"/> No
<input checked="" type="checkbox"/> 1. Application will include the Public Agency as a joint applicant		<input checked="" type="checkbox"/> 2. Application includes a commitment to enter into a contractual agreement to develop the Project, if it is awarded.		
FAAST File:	STI TRA Agrmnt	If applicable, an applicant may provide an executed agreement with a specific Locality or transportation agency non-applicant for the completion of STI or TRA components for which funding is sought.	Copy Attached?	N/A
			File Uploaded?	N/A
Applicant #1				
Entity Name	BRIDGE Housing Corporation		Eligible Applicant	Developer
Address	600 California St., Suite 900		City	San Francisco
			State	CA
			Zip	94108
Auth Rep	Kimberly McKay	Title	Executive Vice President	Authorized Rep. Email
				kmckay@bridgehousing.com
				Phone
				949-229-7070 x 3565
Contact	Marie Debor	Title	Vice President of Development	Contact Email
				mdebor@bridgehousing.com
				Contact Phone
				415-989-1111 x 7075
Address	600 California St., Suite 900		City	San Francisco
			State	CA
			Zip	94108
FAAST File:	App1 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	Yes
			File Uploaded?	Yes
FAAST File:	App1 Reso	Resolutions (see Resolution section below)	Copy Attached?	Yes
			File Uploaded?	Yes
FAAST File:	App1 OrgDoc1, App1 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?	Yes
FAAST File:	App1 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?	Yes
FAAST File:	App1 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes
FAAST File:	App1 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?	Yes
			File Uploaded?	Yes
Applicant #2				
Entity Name	City and County of San Francisco		Eligible Applicant	Locality
Address	1 S. Van Ness Avenue		City	San Francisco
			State	CA
			Zip	94103
Auth Rep	Mara Blitzer	Title	Dir. of Housing Dev.	Authorized Rep. Email
				mara.blitzer@sfgov.org
				Phone
				415-701-5544
Contact	Sara F. Amaral	Title	Snr. Project Manager	Contact Email
				sara.amaral@sfgov.org
				Contact Phone
				415-701-5614
Address	1 S. Van Ness Avenue		City	San Francisco
			State	CA
			Zip	94103
FAAST File:	App2 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	Yes
			File Uploaded?	Yes
FAAST File:	App2 Reso	Resolutions (see Resolution section below)	Copy Attached?	Yes
			File Uploaded?	Yes
FAAST File:	App2 OrgDoc1, App2 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?	No
FAAST File:	App2 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?	No
FAAST File:	App2 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes
FAAST File:	App2 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?	Yes
			File Uploaded?	Yes
Applicant #3 (if applicable)				
Entity Name			Eligible Applicant	Organization Type
Address			City	State
				Zip
Auth Rep		Title	Authorized Rep. Email	Phone
Contact		Title	Contact Email	Contact Phone
Address			City	State
				Zip
FAAST File:	App3 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	File Uploaded?
FAAST File:	App3 Reso	Resolutions (see Resolution section below)	Copy Attached?	File Uploaded?

Overview

FAAST File:	App3 OrgDoc1, App3 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?	
FAAST File:	App3 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?	
FAAST File:	App3 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	
FAAST File:	App3 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?	File Uploaded?

Applicant #4 (if applicable)

Entity Name	Eligible Applicant		Organization Type	
Address	City		State	Zip
Auth Rep	Title	Authorized Rep. Email	Phone	
Contact	Title	Contact Email	Contact Phone	
Address	City		State	Zip

FAAST File:	App4 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	File Uploaded?
FAAST File:	App4 Reso	Resolutions (see Resolution section below)	Copy Attached?	File Uploaded?
FAAST File:	App4 OrgDoc1, App4 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?	
FAAST File:	App4 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?	
FAAST File:	App4 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	
FAAST File:	App4 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?	File Uploaded?

Applicant #5 (if applicable)

Entity Name	Eligible Applicant		Organization Type	
Address	City		State	Zip
Auth Rep	Title	Authorized Rep. Email	Phone	
Contact	Title	Contact Email	Contact Phone	
Address	City		State	Zip

FAAST File:	App5 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	File Uploaded?
FAAST File:	App5 Reso	Resolutions (see Resolution section below)	Copy Attached?	File Uploaded?
FAAST File:	App5 OrgDoc1, App5 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?	
FAAST File:	App5 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?	
FAAST File:	App5 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	
FAAST File:	App5 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?	File Uploaded?

Certifications & Legal Disclosure

A completed and signed Certification is required for each Joint Applicant. Each Joint Applicant must sign an individual Certification form. A completed and signed Legal Disclosure is also required for each Joint Applicant. In addition, a wet signature original of each signed Certification & Legal Disclosure must be submitted to HCD. The hard copy Certifications & Legal Disclosure should be submitted with the application as detailed in the NOFA.

[A copy of the required Certification & Legal Disclosure can be downloaded by clicking here.](#)

Resolution

[A resolution is required of each Joint Applicant - both private and public entities. A sample resolution template is available on AHSC website.](#)

The resolution template is intended to be a sample. Applicants may use their own format as long as it contains ALL of the authorizations contained in the template.

Organizational Documents

Org Docs are required for all Applicants, except where a joint applicant is a governmental entity. Governmental entities are not required to submit organizational documents. Submit Organizational Documents supporting the Resolution submitted with the application.

Organizational Chart: The Organizational Chart must depict the Organizational Structure of the entities in relation to the applicant.

Signature Block

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

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

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

Development Team Contacts

Owner/Borrower Entity

Legal Name	Potrero Housing Associates II, LP		Organization Type		Limited Partnership
Address	600 California St., Suite 900		City	San Francisco	State CA Zip 94108
Auth Rep	Kimberly McKay	Title	Executive Vice President	Authorized Rep. Email	kmckay@bridgehousing.com Phone 949-229-7070 x 3565
Contact	Marie Debor	Title	Vice President of Development	Contact Email	mdebor@bridgehousing.com Contact Phone 415-989-1111 x7075
Address	600 California St., Suite 900		City	San Francisco	State CA Zip 94108

File Name:	Owner Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	Yes	File Uploaded?	Yes
File Name:	Owner Reso	Resolutions (see Resolution section above)	Copy Attached?	Yes	File Uploaded?	Yes
File Name:	Owner OrgDoc	Organizational Documents (see Organizational Documents section above)	Files Uploaded?		Yes	
File Name:	Owner OrgChart	Organizational Chart (see Organizational Documents section above)	Files Uploaded?		Yes	
File Name:	Owner Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?		Yes	
File Name:	Owner Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section above)	Copy Attached?	Yes	File Uploaded?	Yes

Managing General Partner

Legal Name	Potrero Housing Associates II, LLC		Organization Type		Limited Liability Company
Address	600 California St., Suite 900		City	San Francisco	State CA Zip 94108
Auth Rep	Kimberly McKay	Title	Executive Vice President	Authorized Rep. Email	kmckay@bridgehousing.com Phone 949-229-7070 x 3565
Contact	Marie Debor	Title	Vice President of Development	Contact Email	mdebor@bridgehousing.com Phone 415-989-1111 x7075
Address	600 California St., Suite 900		City	San Francisco	State CA Zip 94108

File Name:	MGP Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	Yes	File Uploaded?	Yes
File Name:	MGP Reso	Resolutions (see Resolution section above)	Copy Attached?	Yes	File Uploaded?	Yes
File Name:	MGP OrgDoc	Organizational Documents (see Organizational Documents section above)	Files Uploaded?		Yes	
File Name:	MGP OrgChart	Organizational Chart (see Organizational Documents section above)	Files Uploaded?		Yes	
File Name:	MGP Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?		Yes	

Overview

File Name:	MGP Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section above)	Copy Attached?	Yes	File Uploaded?	Yes
Administrative General Partner #1						
Legal Name				Organization Type		
Address			City	State	Zip	
Auth Rep	Title	Authorized Rep. Email		Phone		
Contact	Title	Contact Email		Phone		
Address			City	State	Zip	
File Name:	AGP Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?		File Uploaded?	
File Name:	AGP Reso	Resolutions (see Resolution section above)	Copy Attached?		File Uploaded?	
File Name:	AGP OrgDoc	Organizational Documents (see Organizational Documents section above)			Files Uploaded?	
File Name:	AGP OrgChart	Organizational Chart (see Organizational Documents section above)			Files Uploaded?	
File Name:	AGP Signature Block	Signature Block (Upload in Microsoft Word Document)			File Uploaded?	
File Name:	AGP Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section above)	Copy Attached?		File Uploaded?	
Administrative General Partner #2						
Legal Name				Organization Type		
Address			City	State	Zip	
Auth Rep	Title	Authorized Rep. Email		Phone		
Contact	Title	Contact Email		Phone		
Address			City	State	Zip	
File Name:	AGP2 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?		File Uploaded?	
File Name:	AGP2 Reso	Resolutions (see Resolution section above)	Copy Attached?		File Uploaded?	
File Name:	AGP2 OrgDoc	Organizational Documents (see Organizational Documents section above)			Files Uploaded?	
File Name:	AGP2 OrgChart	Organizational Chart (see Organizational Documents section above)			Files Uploaded?	
File Name:	AGP2 Signature Block	Signature Block (Upload in Microsoft Word Document)			File Uploaded?	
File Name:	AGP2 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section above)	Copy Attached?		File Uploaded?	
Property Management Agent						
Legal Name	BRIDGE Property Management Company	Contact	James Valva	Contact Email	jvalva@bridgehousing.com	
Phone	415-989-1111	Address	600 California Street, Suite 900	City	San Francisco	State CA Zip 94108
Financial Consultant						
Legal Name	California Housing Partnership Corporation	Contact	Greg Chin	Contact Email	greg@chpc.net	
Phone	415-433-6804x317	Address	369 Pine St. Suite 300	City	San Francisco	State CA Zip 94104
Primary Service Provider						
Legal Name	BRIDGE Property Management Company	Contact	James Valva	Contact Email	jvalva@bridgehousing.com	
Phone	415-989-1111	Address	600 California Street, Suite 900	City	San Francisco	State CA Zip 94108
Borrower Legal Counsel						
Legal Name	Gubb & Barshay LLP	Contact	Evan Gross	Contact Email	egross@gubbandbarshay.com	
Phone	415-781-6600x6	Address	505 14th Street Suite 450	City	Oakland	State CA Zip 94612
General Contractor						
Legal Name	TBD	Contact		Contact Email		
Phone		Address		City		State Zip
Architect						
Legal Name	HKIT Architects	Contact	Rod Henmi	Contact Email	rhenmi@hkit.com	
Phone	510-318-6210	Address	538 Ninth Street Suite 240	City	Oakland	State CA Zip 94607
Development Funding Source						
Legal Name	City and County of San Francisco	Contact	Mara Blitzer	Contact Email	mara.blitzer@sfgov.org	
Phone	415-701-5544	Address	1 S. Van Ness Ave.	City	San Francisco	State CA Zip 94103
Development Funding Source						
Legal Name	Bank of America	Contact	Bobvala Tengen	Contact Email	bobvala.tengen@bofa.com	
Phone		Address		City		State Zip
Development Funding Source						
Legal Name	California Department of Housing and Community Development	Contact	Kim Losoya	Contact Email	Kim.Losoya@hcd.ca.gov	
Phone	(916) 263-1316	Address	2020 West El Camino Avenue	City	Sacramento	State CA Zip 94108
Development Funding So						
Legal Name	Federal Home Loan Bank (AHP)	Contact	Alyssa Thunberg	Contact Email	ThunberA@fhlsf.com	
Phone	(415) 616-2687	Address	600 California St, Ste 300	City	San Francisco	State CA Zip 94108
Development Funding Source						
Legal Name		Contact		Contact Email		
Phone		Address		City		State Zip
Rent/Operating Subsidy Source						
Legal Name	City and County of San Francisco	Contact	Mara Blitzer	Contact Email	mara.blitzer@sfgov.org	
Phone	415-701-5544	Address	1 S. Van Ness Ave.	City	San Francisco	State CA Zip 94103
Rent/Operating Subsidy Source						
Legal Name		Contact		Contact Email		
Phone		Address		City		State Zip

HOPE SF Potrero Block B AHD and HRI Overview PIN 45304

Affordable Housing Development (AHD) and Housing Related Infrastructure (HRI) Project Summary

	Project Name	Brief Description	Address	City	Zip	County	Lat.	Log.	Census Tracts	APNs
AHD	Potrero Block B	The project will contain 157 residential units (118 units as project-Based Section 8 public housing replacement, 38 units restricted to incomes at 30%, 50% and 60% Area Median Income (AMI), and one manager unit). Amenities provided at the project include: mini-pocket park (3,600 sf) with public access, child care facility, parking garage with 65 spots, community room, laundry rooms and offices for property management and resident services coordinator.	1845 25th St.	San Francisco	94107	San Francisco	37.752352	-122.396955	0607506140	4285B-001
HRI										

AHD Information:		Area		Unit Count:		Building Count:		Elevator Count:		Project Design:		Density Project Type	
Land Area	acres	2	Units/Acre	92	# of Bldgs	2	# of Elevators	5	mid-rise buildings	Mixed Use Project			
Residential Rental	sq. ft.	193,582	# of Units	157	# of Bldgs	0	# of Elevators	0					
Homeownership	sq. ft.		# of Units	0	# of Bldgs	0	# of Elevators	0					
Commercial	sq. ft.	5,835	# of Units/Spaces		# of Bldgs	0	# of Elevators	0					
Residntl Non-Rental	sq. ft.		# of Units/Spaces		# of Bldgs								
Other (Mixed Use)	sq. ft.		# of Units/Spaces		# of Bldgs								
# of car share parking spaces:		0		# of electric vehicle charging parking spaces:		2		# of uncovered guest parking spaces:		0			
# of car parking spaces:		65		Parking Ratio: car spaces/total units:		65:157		Total # of bicycle parking spaces:		123		Parking Ratio: bicycle spaces/total units: 123:157	
Is the AHD a scattered site project? §103(a)(1)(B)(ii)		No											

AHD Capital Projects §103(a)(1)

(A)(i) Select from the dropdown menu one or more of the following qualified AHD development types related to your Project:	New construction	Ok					
(A)(ii) The AHD must be located within a half mile from a Transit Station/Stop that meets Project Area transit requirements per §102(c) or (d).	AHD distance from Transit Station/Stop: 0.1 Miles	Ok					
(A)(iii) Must include at least 20% of the total residential units as Affordable Units (must complete "AHD Units & Max Funds" worksheet).		Ok					
(A)(iii) Must have an overall average affordability of all Project's Restricted Units of no greater than 50% represented by AMI (must complete "AHD Units & Max Funds" worksheet).		Yes					
Total Extremely Low Income (ELI) 15-30% AMI rental units	49	Total Very Low Income (VLI) 31-50% AMI rental units	74	(iii) % of Affordable units	99%	(iii) Avg. Affordability	46%
(A)(iv)(a) Must meet minimum Net Density requirements upon completion of the AHD.		Ok					

Total Sites Area in Square Feet	Total Buildings Floor Area in Sq. Feet	(iv) Calculated Floor Area:	Ok	2.07
(Less Qualified* Square Feet Deductions):	(Less Excluded Areas in Square Feet):	(iv) Calculated Net Density:	N/A	
Dedicated streets	Mechanical Space	*NOTE: The following are NOT qualified as site deductions: Utility Easements, Off-street parking, setbacks, private drives and walkways, Landscaping, Common Areas and Facilities, Drainage Facilities (exclusive to a development) and Other mitigation space required for development.		
Sidewalks	Cellar space			
Parks	Floor space in open balconies			
Open Space	Enclosed parking			
Other	Elevator or stair bulkheads			
Net Site Area-acres	Net Building Square Feet			

FAAST File:	Net Density Verification	Letter and sealed site map certified by a California State-licensed professional (e.g., an engineer, surveyor, or landscape architect) confirming the net density	File Uploaded?	Yes
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(A)(iv)(b) - Only applicable to Acquisition and Substantial Rehabilitation Projects	N/A	If cell at left is "Yes" meaning AHD results in less units or lower affordability %, are reductions to meet building code requirements?	N/A
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Prior to Rehab - existing # of units:	AHD Project Units:	157	Prior to Rehab - percentage of total affordable:	AHD percentage of total affordable:	99%
---------------------------------------	--------------------	-----	--	-------------------------------------	-----

(A)(v) Must supply one Secure Overnight Bicycle Parking Spots per every two units (describe below, Secure Overnight Bicycle Parking proposed including a description of how bicycles are secured (i.e., bike locker, bike building, etc.)) # of Secure Overnight Bicycle Parking spots at AHD: 154 Ok

The secured 154 bike spaces will be located in the vehicular parking garage in two separate bike storage locker. One locker contains 144 bike parking spots and the other locker contains 10 bike parking spots.

(E) Does your AHD Capital Project include multiple AHDs with an AHD receiving 4% low-income housing tax credits, and another receiving 9% low-income housing tax credits?	No	If Yes, this constitutes two separate and independent Projects, each of which must submit an entirely separate HCD application and qualify independently of the other.
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AHD Eligible Costs §103(a)(1)(C) and Ineligible Costs §103(c)

	Budgeted	Cost Cap	Overage	
§103(a)(1)(C)(ii) The total amount of eligible AHD soft costs cannot exceed 10% of the total AHSC Program award.	\$0	\$2,982,918	\$0	OK
§103(c) We certify the AHSC AHD funded cost do not include any of the following ineligible costs: (1) Costs are not eligible if there is another feasible, available source of committed funding for the STI portion thereof to be funded by AHSC or if the cost is incurred prior to the AHSC award; (2) Routine maintenance or operations of transportation infrastructure (including transit fleet, not including AHSC funded transit service expansion); (3) In lieu fees for local inclusionary housing programs; (4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs; and (5) All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).				Yes

HRI Eligible Costs §103(a)(2)(A) and Ineligible Costs §103(c)

(i) Are capital improvements in the HRI budget required by a locality, transit agency, or special district?	N/A	If Yes, are improvements a condition to the approval of the AHD?	N/A
FAAST File:	Cap Improvements Req	Documentation from a Locality, transit agency, or special district that capital improvements are required	File Uploaded? N/A

	Budgeted	Cost Cap	Overage	
(ii) Total amount of eligible HRI soft costs cannot exceed 10% of the total AHSC Program award.	\$0	\$2,982,918	\$0	OK
(iv) Total amount of eligible environmental remediation costs cannot exceed 50% of the total AHSC HRI grant funds.	\$0	\$0	\$0	OK
(v) Total amount of eligible real property acquisition of the HRI project site and associated fees cannot exceed 10% of the total AHSC Program award.	\$0	\$2,982,918	\$0	Ok
(vi) Total amount of eligible impact fees cannot exceed 15% of the total AHSC Program award up to \$300,000.	\$0	\$300,000	\$0	OK

HOPE SF Potrero Block B AHD and HRI Overview PIN 45304

§103(c) We certify the AHSC HRI funded cost do not include any of the following ineligible costs:
 (1) Costs are not eligible if there is another feasible, available source of committed funding for the STI portion thereof to be funded by AHSC or if the cost is incurred prior to the AHSC award;
 (2) Routine maintenance or operations of transportation infrastructure (including transit fleet, not including AHSC funded transit service expansion);
 (3) In lieu fees for local inclusionary housing programs;
 (4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs; and
 (5) All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).

N/A

HRI Grant Terms §104(c)

(1) We certify the HRI grant does not result in a profit that exceeds the commercially reasonable range for other improvements of similar size and level of risk.
 (2) We acknowledge that HRI grant funds will be disbursed as reimbursed progress payments for eligible costs incurred after the execution of the Standard Agreement in the amount not to exceed the AHSC Program award of funds.
 (3) We acknowledge if the HRI Project includes multiple phases or developments, all entitlements and construction funding commitments for the first phase must be received prior to disbursement.
 (4)(b) We acknowledge conditions precedent to the first disbursement of HRI funds shall include receipt of all required public agency entitlements and all construction funding commitments for the AHD supported by the HRI.

AHD Threshold §106(a)

(4) Describe how AHD provides free transit passes, reloadable transit cards or discounted passes priced at no more than half of retail cost.
 the HOPE SF Potrero Block B project will provide, at no charge, one monthly transit pass to all units restricted to 60% AMI or less—totaling 156 units. The transit passes will be provided monthly for 3 years per the threshold in Section 106(a)(4) of the AHSC guidelines. Each transit pass is currently valued at \$81.00 per month although the project will be purchasing SFTMA's Clipper

Number of passes or cards that will be provided: **156** Is there at least one pass per restricted unit? **Yes** Type of transit passes provided: **Free Transit Pass**

(5) Applicant certifies the proposed AHD will be smoke free and demonstrate compliance prior to construction loan closing. **Yes**

FAAST File: **SFH Lease Addendum** §106(a)(5) Smoke Free Housing Lease Addendum - must be submitted prior to construction close File Uploaded? **No**

(8) For the AHD, can you provide documentation of completion and approval or adoption of all necessary environmental clearances including those required under the CEQA and if applicable, NEPA, and all applicable time periods for filing appeals or lawsuits have lapsed within 30 days of the application due date with lawsuits or appeals filed? **Yes**

NEPA: Is Federal funding proposed that will trigger NEPA requirements? **Yes** If Yes, enter date of "Authority to Use Grant Funds" **1/5/16**

CEQA: Project approved "by-right"? **Yes** Is Project Categorical Exempt? **No** Negative Declaration Date: **12/10/15** Final EIR Date: **12/10/15**

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.

FAAST File: **AHD Environmental** Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption. File Uploaded? **Yes**

FAAST File: **AHD Auth to Use Grant Funds** For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form. File Uploaded? **Yes**

(9) If applicable, provide a listing and status of all discretionary local land use entitlements and permits, excluding design review, required to complete the AHD Project that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents.

Agency / Issuer	Land Use Approval Date	Approval Type	Comments
City and County of San Francisco	10/13/17	Site Plan Approval	

(10) Does the Market study demonstrate the AHD Project is financially feasible? *A study that meets requirements specified in TCAC Regs §10322(h)(10) will be accepted by HCD.* **Yes**

FAAST File: **AHD Market Study** Provide a completed market study prepared within one year of the application due date. File Uploaded? **Yes**

(11) Does applicant or Developer of Project have Site Control for AHD Project? If yes, enter site control form and the most recent execution date below (See Site Control Appendix A) **Yes**

Form of site control (See Site Control in Appendix A): **Disposition and Development Agreement** Most recent document execution date: **3/3/17**

If leasehold estate: Rent based on restricted land value? **N/A** Is acquisition cost \$0 in AHD Dev. **N/A** Prepaid lease loan used? If so answer (a-c) **N/A**

(a) Funding amount based on the Present Value of lease payments? **N/A** (b) Lender requesting Res. Receipts (not permissible) **N/A** (c) Has loan amount been entered as a finance cost? **N/A**

Describe any special site-control circumstances.

See attached Development Agreement (DA), recorded on March 3, 2017, between the City of San Francisco, San Francisco Housing Authority, and BRIDGE-Potrero Community Associates LLC. The DA stipulates the requirements that all parties must follow to proceed with the redevelopment of 620 units of existing public housing into mixed use, mixed income community of 1,800

FAAST File: **AHD Site Control** Appropriate documentation to demonstrate the form of site control indicated above Files Uploaded? **Yes**

FAAST File: **AHD Preliminary Title Report** PTR, that is no more than 6 months old for the AHD Project. Files Uploaded? **Yes**

(12) Applicants must demonstrate prior experience by providing evidence of two prior AHD projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant during the ten years preceding the application due date.

	AHD Past Project #1	AHD Past Project #2
Project Name	Celadon at 9th and Broadway	COMM 22
Development Entity	BRIDGE Housing Corporation	BRIDGE Housing Corporation
Completion Date	4/30/15	1/18/15
Project Tenure	4 years	5 years
# of units	250	200
Units per Acre	438	50
Commercial (sq. ft.)	approx. 5,200 SF	approx. 21,850 SF of commercial/ childcare/ clinic
Brief Description (e.g. number of units, population served, etc.)	Celadon is an 18-story high-rise containing 250 affordable housing units ground floor commercial spaces and parking. Of Celadon's 250 units, 25 are reserved for youth aging out of foster care and adults under the Mental Health Services Act (MHSA) program and 63 apartments serve frail seniors under the Program of All-Inclusive Care for the Elderly (PACE). Residents have access to a community room, laundry facilities and numerous outdoor spaces, including a resident garden. The property also features a supportive services office and meeting room. Celadon	COMM22 is a master planned community on 4 acres of land that includes 200 units of affordable rental family and senior housing, 15,000 SF of commercial space, and a 4,500 SF child care center. The development is comprised of 2 projects: Victoria at COMM22 is a 70 unit affordable senior development with a ground floor lobby, community room and library room, large outdoor courtyard and fireplace, as well as a laundry room on each floor. The project also includes a 4,500 sf ground floor childcare facility.
FAAST File:	Past Exp AHD1, Past Exp AHD2 Certificates of Occupancy for two recently completed affordable housing developments	File Uploaded? Yes

(13) We certify as of the application date, the applicants or the AHD real property is not party to or the subject of any claim or action in the state or federal courts. **Yes**

(14) We certify that construction of the AHD Project has not commenced as of the application deadline set forth in the NOFA. **Yes**

(19) The AHD Project will not result in the loss or conversion of agricultural or other working lands, or natural resource lands for other uses according the Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) website? **Yes**

If "Yes", provide documentation the AHD Project site is not within land designated as agricultural land per the FMMP tool.

FAAST File: **AHD No Ag** Demonstrate the AHD site is not within land designated as agricultural land per FMMP tool. File Uploaded? **Yes**

If "No", demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A):

FAAST File: **AHD Ag Infill** Applicants seeking an exemption to the FMMP determination must demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A) File Uploaded? **N/A**

HOPE SF Potrero Block B AHD and HRI Overview PIN 45304

(20)(A) We certify the AHD meets the underwriting standards in Uniform Multifamily Regulations §8300 - §8316 and Multifamily Housing Program Guidelines §7312.					Yes
(20)(B) We certify the AHD is infeasible without AHSC Program funds, and other committed funds are not and will not be supplanted by AHSC Program funds.					Yes
(20)(C) If the AHD Project involves involving new construction or Substantial Rehabilitation and requiring the demolition of existing residential units are eligible only if the number of bedrooms in the new Project is at least equal to the number of bedrooms in the demolished structures, with equal or greater affordability. The new affordable units may exist on separate parcels provided all parcels are part of the same Project meeting the requirements of UMR 8303(b). Explain below how this requirement is satisfied in the replacement affordable housing development. If the Project does not involve demolition of existing affordable units, indicate "N/A" below.					
The existing 92 public housing units consist of 188 bedrooms (13 1BDR, 62 2BDR & 17 3BDR units). The proposed AHD project will contain 157 housing units consisting of 333 bedrooms (47 1BDR, 55 2BDR, 44 3BDR & 11 4BDR units). The AHD project will consist of 118 units of public housing, 38 units restricted to incomes at 30%, 50% and 60% Area Median Income (AMI), and					
(20)(D) We certify the proposed AHD is consistent with State and Federal Fair Housing requirements including duties to affirmatively further fair housing (explain below).					Yes
The AHD project will follow all State and Federal Fair Housing requirements in lease-up and property management policies.					
HRI Threshold §106(a) (if applying for AHSC HRI funding)					
(8) For the HRI, can you provide documentation of completion and approval or adoption of all necessary environmental clearances including those required under the CEQA and if applicable, NEPA, and all applicable time periods for filing appeals or lawsuits have lapsed within 30 days of the application due date with lawsuits or appeals filed?					
NEPA:	Is Federal funding proposed that will trigger NEPA requirements?			If Yes, enter date of "Authority to Use Grant Funds"	
CEQA:	Project approved "by-right"?	Is Project Categorically Exempt?	Negative Declaration Date:	Final EIR Date:	
Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.					
FAAST File:	HRI Environmental	Copy of all environmental reports and clearances (e.g. EIR, Phase 1 Notice of Exemption).			File Uploaded? N/A
FAAST File:	HRI Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.			File Uploaded? N/A
(9) If applicable, provide a listing and status of all discretionary local land use entitlements and permits, excluding design review, required to complete the HRI Project that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents.					
Agency / Issuer		Land Use Approval Date	Approval Type	Comments	
(10) Does the Market study demonstrate Project is financially feasible <i>(HRI requires a market study only if not using AHSC funds for AHD)? A market study that meets the requirements specified in TCAC Regs §10322(h)(10) will be accepted by HCD.</i>					
FAAST File:	HRI Market Study	Completed market study prepared within one year of the application due date.			File Uploaded? N/A
(11) Does applicant or Developer of Project have Site Control for HRI Project? If yes, enter site control form and the most recent execution date below (See Site Control Appendix A)					
Form of site control (See Site Control in Appendix A):			Most recent document execution date:		
If leasehold estate:	Rent based on restricted land value?	Is acquisition cost \$0 in Dev. Budget?	Prepaid lease loan used? If so answer (a-c)		
(a) Funding amount based on the Present Value of lease payments?	N/A	(b) Lender requesting Res. Receipts (not permissible)	N/A	(c) Has loan amount been entered as a finance cost?	N/A
Describe any special site control circumstances.					
FAAST File:	HRI Site Control	Appropriate documentation to demonstrate the form of site control indicated above			Files Uploaded? N/A
(12) Applicants must demonstrate prior experience by providing evidence of two prior HRI projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant during the ten years preceding the application due date.					
		HRI Past Project #1		HRI Past Project #2	
Project Name					
Development Entity					
Completion Date					
Project Tenure					
# of units					
Units per Acre					
Commercial (sq. ft.)					
Brief Description (e.g. number of units, population served, etc.)					
FAAST File:	Past Exp HRI1, Past Exp HRI2	Certificates of Occupancy for two recently completed affordable housing developments			File Uploaded?
(13) We certify as of the application date, the applicants or the HRI real property is not party to or the subject of any claim or action in the state or federal courts.					
(14) We certify that construction of the HRI Project has not commenced as of the application deadline set forth in the NOFA.					
(19) The HRI Project will not result in the loss or conversion of agricultural or other working lands, or natural resource lands for other uses according the Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) website?					
If "Yes", provide documentation the HRI Project site is not within land designated as agricultural land per the FMMP tool.					
FAAST File:	HRI No Ag	Demonstrate the HRI site is not within land designated as agricultural land per FMMP tool.			File Uploaded? N/A
If "No", demonstrate that the HRI Project site qualifies as an Infill Site (as defined in Appendix A):					
FAAST File:	HRI Ag Infill	Demonstrate that HRI Project site qualifies as an Infill Site (as defined in Appendix A)			File Uploaded? N/A
(20)(B) We certify the HRI is infeasible without AHSC Program funds, and other committed funds are not and will not be supplanted by AHSC Program funds.					
(20)(C) If the AHD Project involves involving new construction or Substantial Rehabilitation and requiring the demolition of existing residential units are eligible only if the number of bedrooms in the new Project is at least equal to the number of bedrooms in the demolished structures, with equal or greater affordability. The new affordable units may exist on separate parcels provided all parcels are part of the same Project meeting the requirements of UMR 8303(b). Explain below how this requirement is satisfied in the replacement affordable housing development. If the Project does not involve demolition of existing affordable units, indicate "N/A" below.					

HOPE SF Potrero Block B AHD and HRI Overview PIN 45304

(20)(D) We certify the proposed AHD is consistent with State & Federal Fair Housing requirements including duties to affirmatively further fair housing (explain below).										
(20)(E) If approval by a local public works department, or other responsible local agency is required for the Project, provide document below. I certify that the HRI improvements are consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.										
FAAST File:	HRI Local Approvals	Statement from entity indicating the HRI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.					Files Uploaded?	N/A		
Article XXXIV Authority										
Article XXXIV opinion letters submitted to HCD must demonstrate that the applicant has considered both the legal requirements of Article XXXIV and the relevant facts of the project (e.g., the state public body lenders, the number of low income restricted units, and the general content of any regulatory restrictions). Any conclusion that a project is exempt from Article XXXIV must be supported by specific facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law. Prior to the execution of the HCD Standard Agreement, Applicant must deliver to HCD satisfactory evidence that the requirements of Article XXXIV of the California Constitution have been satisfied or are inapplicable.										
FAAST File:	Article XXXIV Attorney Opinion	Demonstrate legal requirements of Article XXXIV and relevant Project facts have been considered					File Uploaded?	Yes		
Does the locality have sufficient Article XXXIV Authority to accommodate the project? (If Project doesn't have Article XXXIV authority, AHSC may be limited to restricting no more than 49% of the total units.)										
	Yes	If yes, document Article XXXIV authority for Project. May be done by providing info from appropriate local government official that voters passed a specific project referendum or a blanket referendum has been passed and the locality has allocated sufficient Article XXXIV authority to Project.								
FAAST File:	Article XXXIV Authority	Copy of document providing Authority					File Uploaded?	Yes		
Tax Credits										
Select appropriate entry for each item:										
Project Tax Credit Type:	4%	Federal:	Yes	Proposed Equity Investor Contribution (\$):	\$56,264,669	Anticipated Tax Credit Factor	\$0.9850	App Rate	3.19%	
		State:	No	Proposed Equity Investor Contribution (\$):		Anticipated Tax Credit Factor		App Rate		
Timeframe for Applying for 4% Tax Credits	Proposed Month:	October	Proposed Year:	2020						
Timeframe for Applying for 9% Tax Credits	Proposed Round:		Proposed Year:							
If already awarded, date of the Tax Credit Reservation:										
FAAST File:	Tax Credit Reservation	If this project has already received a tax credit reservation, upload documentation to FAAST					File Uploaded?	N/A		
Does or will the senior debt and loan agreement comply with HCD's Multifamily Housing Program Regulations §7308, including the priority order of payments from cash flow?										
Does or will the junior debt and loan agreement comply with HCD's Multifamily Housing Program Regulations §7308, including the priority order of payments from cash flow?										
Are there any cost sharing agreements?	No	If there is commercial space not eligible to be funded by AHSC, is cost allocation based on total development cost?					Yes	If no, on what?		
What covenants or regulatory agreements are already on title?										
What covenants or regulatory agreements are anticipated?										
AHD Milestones										
Provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A"										
Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.										
Capital Project Milestone Schedule									Date	
Executed binding agreement between the Sponsor and developer of the proposed Affordable Housing Development detailing the terms and conditions of the Project development.									3/3/17	
Site Control of Affordable Housing Development site(s) by proposed housing developer.									3/3/17	
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.									1/27/16	
Obtaining all necessary and discretionary public land use approvals.									3/3/17	
Obtaining all enforceable funding commitments for at least the first phase of the Housing Development supported by the infrastructure Project.									6/1/20	
Obtaining all enforceable funding commitments for all construction period financing.									12/1/21	
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.									12/1/21	
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.									1/31/22	
Commencement of construction.									7/30/22	
Construction complete and the filing of the Notice of Completion.									1/31/25	
Program funds fully disbursed.									7/30/25	
									<i>Have all milestone dates been entered above?</i>	
									Yes	
HRI Milestones										
Provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A"										
Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.										
Capital Project Milestone Schedule									Date	
Executed binding agreement between the Recipient and developer of the proposed Housing Development detailing the terms and conditions of the Project development.									NA	
Site Control of Housing Development site(s) by proposed housing developer.									NA	
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.									NA	
Obtaining all necessary and discretionary public land use approvals.									NA	
Obtaining all enforceable funding commitments for at least the first phase of the Housing Development supported by the HRI.									NA	
Obtaining all enforceable funding commitments for all construction period financing for the HRI.									NA	
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.									NA	
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.									NA	
Commencement of construction of the HRI.									NA	
Completion of HRI construction.									NA	
Program funds fully disbursed.									NA	
									<i>Have all milestone dates been entered above?</i>	
									N/A	

HOPE SF Potrero Block B HRI and AHD Sources of Development Funds PIN 45304

Construction Period Sources of Funds

**Deferred Costs are part of a threshold calculation-Overview worksheet §106(a)(7). You must identify all Deferred Costs in columns O and P. Deferred Costs are defined in Appendix A(t): "costs deferred at construction loan closing, including but not limited to: capitalized reserves, loan fees, syndication costs, legal, accounting, audit, consultant fees, and developer fees paid from operating cashflow."*

	Committed by Application Due Date?	AHD vs HRI Source	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate	Required Payment	Loan Term (months)	Residential Amount	Commercial Amount	*Details of Deferred Costs	
												Amount	Description
1	Yes	HRI	AHSC HRI Grant	State-HCD									
2	Yes	AHD	Tax-Exempt Construction Loan	Private	1	\$71,660,000	5.10%	Interest Only	30	\$71,660,000		\$1,376,975	Deferred Developer Fee
3	Yes	AHD	Taxable Tail	Private	1	\$34,298,234	5.45%	Interest Only	30	\$34,298,234		\$1,123,025	Developer Paid at Perm Conversion/8609
4	Yes	AHD	SF MOHCD Gap Loan	Local	2	\$15,688,292	0.00%	Other	660	\$15,688,292		\$3,534,072	Reserves
5	No	AHD	Sponsor Loan: HCD IIG(QIA)	State-HCD	3	\$11,699,000	0.00%	Other	660	\$11,699,000		\$91,870	Perm Loan Costs/Costs Deferred Until Perm
6	No	AHD	AHP	Private	4	\$1,500,000	0.00%	Deferred	660	\$1,500,000			
7	Yes	AHD	Cap. Cont. - GP	Other		\$500,000				\$500,000			
8										\$0			
9													
10													
11													
12													
13		AHD	*Deferred Costs (enter details at right)			\$6,125,942				\$6,125,942			
14	Yes	AHD	Equity Investor	Cap. Cont. - LP		\$5,626,468				\$5,626,468			
TOTALS						\$147,097,936				\$147,097,936	\$0	\$6,125,942	

Permanent Sources of Funds

#	Committed by Application Due Date?	AHD vs HRI Source	Source Name <i>See cell comments for Deferred Dev. Fee; list in lien priority order</i>	Source Type	Lien No.	Amount	Interest Rate		Amortization Period (yrs.)	Repayment Terms		Required Residential Debt Service	Required Commercial Debt Service	Residential Amount	Commercial Amount	Balloon?
							Rate	Type		Type	Due in (yrs)					
1	Yes	HRI	AHSC HRI Grant	State-HCD												
2	Yes	AHD	AHSC AHD Loan	State-HCD	2	\$20,000,000	3.00%	Fixed for Term	55	MHP-Partial Interest Only	55	\$84,000		\$20,000,000		Yes
3	Yes	AHD	Tax-Exempt Perm Loan	Private	1	\$40,069,000	5.03%	Fixed for Term	30	Fully Amortized	30	\$2,588,540		\$40,069,000		No
4	Yes	AHD	SF MOHCD Gap Loan	Local	3	\$15,688,292	0.00%	Fixed for Term		Residual Receipts	55			\$15,688,292		Yes
5	No	AHD	AHP	Private	5	\$1,500,000	0.00%	Fixed for Term		Deferred	55			\$1,500,000		Yes
6	No	AHD	Sponsor Loan: HCD IIG(QIA)	State-HCD	4	\$11,699,000	0.00%	Fixed for Term		Residual Receipts	55			\$11,699,000		Yes
7														\$0		
8	Yes	AHD	Def. Dev. Fee	Other		\$1,376,975	0.00%	Fixed for Term		Residual Receipts	N/A			\$1,376,975		N/A
9	Yes	AHD	Cap. Cont. - GP	Other		\$500,000								\$500,000		N/A
10																
11																
12																
13																
14																
15																
16	Yes	AHD	Equity Investor:	Cap. Cont. - LP		\$56,264,669								\$56,264,669		
Total Permanent Funding Sources Amount						\$147,097,936						TOTALS	\$2,672,540	\$0	\$147,097,936	\$0
Total Committed Non-AHSC AHD & HRI Funds						\$113,898,936										

See Appendix A (t) - for an explanation of Enforceable Funding Commitments (EFC). (3) **A land donation** in fee for no other consideration that is supported by an appraisal or purchase/sale agreement ("Land Donation") or a local fee waiver resulting in quantifiable cost savings for the Project where those fees are not otherwise required by federal or state law ("Local Fee Waiver") may be considered a funding commitment. The value of the Land Donation will be the greater of either the original purchase price or the current appraised value as supported by an independent third party appraisal prepared by a MAI-qualified appraiser within one year of the application deadline. A funding commitment in the form of a Local Fee Waiver must be supported by written documentation from the local Public Agency.

FAAST File:	EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc.	Documentation for the 4 non-TCAC & non-AHSC AHD & HRI funding commitments.	Files Uploaded?	Yes
Applicant Comments: Include a description of unusual or extraordinary circumstances that have resulted in higher than expected project costs and provide a justification as to why these costs are reasonable.				

HOPE SF Potrero Block B AHD Units and Maximum AHD-HRI Funds PIN 45304

AHD Unit Mix

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
# of Bdrms	Unit Type	% of Area Median Income	Total Units	Total Rental Units	Total Homeowner Units	Total Unrestricted Units	Total Restricted Units	Total Restricted Affordable Rental Units	Total Restricted Affordable HO Units	Mgr. Units	Support. Housing Units	AHSC Assisted Units	Veterans Units	Senior Units
1	Rental	30% AMI	18	18			18	18				10		
2	Rental	30% AMI	12	12			12	12				6		
3	Rental	30% AMI	11	11			11	11				5		
4	Rental	30% AMI	8	8			8	8				4		
1	Rental	50% AMI	11	11			11	11				7		
2	Rental	50% AMI	33	33			33	33				15		
3	Rental	50% AMI	28	28			28	28				15		
4	Rental	50% AMI	2	2			2	2				2		
1	Rental	60% AMI	18	18			18	18				8		
2	Rental	60% AMI	9	9			9	9				4		
3	Rental	60% AMI	5	5			5	5				2		
4	Rental	60% AMI	1	1			1	1				1		
2	Rental	none	1	1		1				1				
	Rental			0										
	Rental			0										
	Rental			0										
	Rental			0										
	Rental			0										
	Rental			0										
			157	157	0	1	156	156	0	1	0	79	0	0

FAAST File: Utility Allowance Documentation from the local housing authority substantiating the amount of the Utility Allowance used File Uploaded?

\$104(b)(4) NOTE: Use of multiple HCD funding sources on the same Assisted Units (subsidy stacking) is prohibited. "HCD funding sources" shall mean loan or grant funds awarded for permanent funding of development costs (which shall not include funds specifically designated for capitalized operating or operating subsidy reserves) under the following programs: Supportive Housing Multifamily Housing, MHP, Veterans Housing and Homeless Prevention, No Place Like Home, Affordable Housing Sustainable Communities, Transit Oriented Development, Joe Serna, Junior Farmworker Housing Grant, SB 2 Farmworker Housing, and Housing for a Healthy California.

Maximum HRI Grant Amount

1 unrestricted units @ \$35,000 PU =	\$35,000	156 restricted units @ \$50,000 PU =	\$7,800,000	HRI Requested:	\$0	Max HRI Grant:	\$0
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Maximum AHD Loan Amount

Max AHSC AHD Loan Amounts. Click here for 2019 AHSC loan limits - (beginning on page 211)	Max AHD Loan:	\$20,000,000
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Is Project applying for 9% Tax Credits?	No	Unrestricted Manager Loan Amount:	\$175,000	AHD Requested:	\$20,000,000
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A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P
AMI Level	0 Bedroom Units			1 Bedroom Units			2 Bedroom Units			3 Bedroom Units			4+ Bedroom Units		
	Per Unit Amount	Number of Restricted units	Loan Amount (BxC)	Per Unit Amount	Number of Restricted units	Loan Amount (E x F)	Per Unit Amount	Number of Restricted units	Loan Amount (H x I)	Per Unit Amount	Number of Restricted units	Loan Amount (K x L)	Per Unit Amount	Number of Restricted units	Loan Amount (N x O)
60%	175,000		0	175,000	8	1,400,000	175,000	4	700,000	175,000	2	350,000	175,000	1	175,000
55%	195,311		0	196,751		0	201,073		0	205,106		0	208,707		0
50%	215,621		0	218,646	7	1,530,522	227,289	15	3,409,335	235,356	15	3,530,340	242,414	2	484,828
45%	235,932		0	240,397		0	253,362		0	265,462		0	276,121		0
40%	256,243		0	262,149		0	279,434		0	295,712		0	309,684		0
35%	276,697		0	283,900		0	305,651		0	325,962		0	343,391		0
30%	297,008		0	305,651	10	3,056,510	331,723	6	1,990,338	356,067	5	1,780,335	377,098	4	1,508,392
25%	317,319		0	327,546		0	357,940		0	386,317		0	410,805		0
20%	337,629		0	349,297		0	384,013		0	416,423		0	444,368		0
15%	357,940		0	371,048		0	410,085		0	446,673		0	478,076		0
Totals	0 Bdrm	0	0	1 Bdrm	25	5,987,032	2 Bdrm	25	6,099,673	3 Bdrm	22	5,660,675	4+ Bdrm	7	2,168,220

San Francisco

Commercial Space

Type of Business (if Known)	# of Total Units	Sq. Footage of Each Space	Expected Gross Rent per S.F.	Expected Gross Rent	Other Revenue (Specify)	Other Revenue (Amount)	Garage and Parking Space Revenue	Miscellaneous Rent Revenue
Childcare Center	1	5835						
TOTAL:	1	5,835	\$0	\$0	\$0	\$0	\$0	\$0
AVERAGE:	1	5,835	\$0	\$0	\$0	\$0	\$0	\$0

Describe the Proposed Commercial Use and Identify any Special Issues:
 The proposed use of the commercial space is a childcare center.

AHD DEVELOPMENT BUDGET

DEVELOPMENT COST	Total Project Costs	Residential Costs	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
LAND COST/ACQUISITION						
Land Cost or Value	\$1	\$1				
Demolition	\$0					
Legal	\$0					
Land Lease Rent Prepayment	\$0					
Total Land Cost or Value	\$1	\$1	\$0			
Existing Improvements Cost or Value	\$0	\$0				
Off-Site Improvements	\$0					
Total Acquisition Cost	\$0	\$0	\$0		\$0	
Total Land Cost / Acquisition Cost	\$1	\$1	\$0			
Predevelopment Interest/Holding Cost	\$261,250	\$261,250		\$250,000		Cost includes land holding costs that are basis ineligible
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	\$0					
Excess Purchase Price Over Appraisal	\$0					
REHABILITATION						
Site Work	\$0					
Structures	\$0					
General Requirements	\$0					
Contractor Overhead	\$0					
Contractor Profit	\$0					
Prevailing Wages	\$0					
General Liability Insurance	\$0					
Urban Greening	\$0					
Other Rehabilitation: (Specify)	\$0					
Other Rehabilitation: (Specify)	\$0					
Other Rehabilitation: (Specify)	\$0					
Total Rehabilitation Costs	\$0	\$0	\$0	\$0	\$0	
Total Relocation Expenses	\$0					
NEW CONSTRUCTION						
Site Work	\$15,579,687	\$15,579,687		\$15,579,687		Environmental remediation of land is basis ineligible
Structures	\$90,789,027	\$90,789,027		\$90,789,027		
General Requirements	\$3,000,000	\$3,000,000		\$3,000,000		
Contractor Overhead	\$1,639,812	\$1,639,812		\$1,639,812		
Contractor Profit	\$1,639,812	\$1,639,812		\$1,639,812		
Prevailing Wages	\$0			\$0		
General Liability Insurance	\$1,393,175	\$1,393,175		\$1,393,175		
Urban Greening	\$0					
Other New Construction: Env. Remediation	\$800,000	\$800,000				
Other New Construction: (Specify)	\$0					
Other New Construction: (Specify)	\$0					
Total New Construction Costs	\$114,841,513	\$114,841,513	\$0	\$114,041,513	\$0	
ARCHITECTURAL FEES						
Design	\$3,245,000	\$3,245,000		\$3,245,000		
Supervision	\$0					
Total Architectural Costs	\$3,245,000	\$3,245,000	\$0	\$3,245,000	\$0	
Total Survey & Engineering	\$765,000	\$765,000		\$765,000		
CONSTRUCTION INTEREST & FEES						
Construction Loan Interest	\$8,098,945	\$8,098,945		\$5,399,297		Construction loan interest post-construction is excluded from basis. Costs of issuance are excluded from basis as they are related to bond/perm financing cost
Origination Fee	\$1,059,582	\$1,059,582		\$1,059,582		
Credit Enhancement/Application Fee	\$0					
Bond Premium	\$0					
Cost of Issuance	\$541,381	\$541,381		\$0		
Title & Recording	\$85,000	\$85,000		\$85,000		
Taxes	\$0					
Insurance	\$700,000	\$700,000		\$700,000		
Employment Reporting	\$0					
Other Construction Int. & Fees: Lender & Counsel Expenses	\$63,000	\$63,000		\$63,000		
	\$0					
Total Construction Interest & Fees	\$10,547,908	\$10,547,908	\$0	\$7,306,879	\$0	
PERMANENT FINANCING						
Loan Origination Fee	\$400,690	\$400,690				
Credit Enhancement/Application Fee	\$0					

AHD DEVELOPMENT BUDGET

DEVELOPMENT COST	Total Project Costs	Residential Costs	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
Title & Recording	\$15,000	\$15,000				
Taxes	\$0					
Insurance	\$0					
Other Perm. Financing Costs: Lender Expenses	\$5,000	\$5,000				
	\$0					
Total Permanent Financing Costs	\$420,690	\$420,690	\$0			
Subtotals Forward	\$130,081,362	\$130,081,362	\$0	\$125,608,392	\$0	
LEGAL FEES						
Legal Paid by Applicant	\$50,000	\$50,000		\$20,000		Legal costs associated with permanent financing and with syndication are excluded from basis
Other Attorney Costs: Syndication/Org	\$42,500	\$42,500				
Other Attorney Costs: Transaction	\$55,000	\$55,000		\$35,000		
Other Attorney Costs: (Specify)	\$0					
Total Attorney Costs	\$147,500	\$147,500	\$0	\$55,000	\$0	
RESERVES						
Operating Reserve	\$1,186,657	\$1,186,657				
Replacement Reserve	\$0					
Transition Reserve	\$2,347,415	\$2,347,415				
Rent Reserve	\$0					
Other Reserve Costs: Housing Readiness	\$344,400	\$344,400				
Other Reserve Costs: (Specify)	\$0					
Other Reserve Costs: (Specify)	\$0					
Total Reserve Costs	\$3,878,472	\$3,878,472	\$0			
CONTINGENCY COSTS						
Construction Hard Cost Contingency	\$4,963,091	\$4,963,091		\$4,963,091		
Soft Cost Contingency	\$823,344	\$823,344		\$823,344		
Total Contingency Costs	\$5,786,435	\$5,786,435	\$0	\$5,786,435	\$0	
OTHER PROJECT COSTS						
TCAC App/Allocation/Monitoring Fees	\$123,499	\$123,499				Market study, syndication consultant, and accounting costs are associated with syndication and therefore basis ineligible
Environmental Audit	\$20,000	\$20,000		\$20,000		
Local Development Impact Fees	\$709,128	\$709,128		\$709,128		
Permit Processing Fees	\$1,266,540	\$1,266,540		\$1,266,540		
Capital Fees	\$0					
Marketing	\$650,000	\$650,000				
Furnishings	\$300,000	\$300,000		\$300,000		
Market Study	\$15,000	\$15,000				
Accounting/Reimbursable	\$50,000	\$50,000				
Appraisal Costs	\$10,000	\$10,000		\$10,000		
Other Costs: Syndication Consulting	\$60,000	\$60,000				
Other Costs: (Specify)	\$0					
Other Costs: (Specify)	\$0					
Other Costs: (Specify)	\$0					
Other Costs: (Specify)	\$0					
Other Costs: (Specify)	\$0					
Total Other Costs	\$3,204,167	\$3,204,167	\$0	\$2,305,668	\$0	
SUBTOTAL PROJECT COST	\$143,097,936	\$143,097,936	\$0	\$133,755,495	\$0	
DEVELOPER COSTS						
Developer Overhead/Profit	\$4,000,000	\$4,000,000		\$4,000,000		
Consultant/Processing Agent	\$0					
Project Administration	\$0					
Broker Fees Paid to a Related Party	\$0					
Construction Oversight by Developer	\$0					
Other Developer Costs: (Specify)	\$0					
Total Developer Costs	\$4,000,000	\$4,000,000	\$0	\$4,000,000	\$0	
TOTAL PROJECT COST	\$147,097,936	\$147,097,936	\$0	\$137,755,495	\$0	
Eligible Basis:				\$137,755,495	\$0	
Total Eligible Basis:					\$137,755,495	

	DF 2019
Total Developer Fee (equals Total Developer Costs above):	\$4,000,000
Total Developer Fee paid from development funding sources:	\$2,123,025
Deferred Developer Fee payable on a priority basis from available Cash Flow:	\$1,376,975
Deferred Developer Fee payable from allowable 50% Distribution:	\$0

AHD DEVELOPMENT BUDGET

DEVELOPMENT COST	Total Project Costs	Residential Costs	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
Developer Fee Contributed as Capital:				\$500,000		

HOPE SF Potrero Block B AHD and HRI Permanent Sources and Uses PIN 45304

AFFORDABLE HOUSING DEVELOPMENT (AHD)		AHD Residential and HRI Permanent Sources of Funds															Commercial Sources		Residential Cost Difference Dev Budget vs. Sources			
USES OF FUNDS	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Loan	Tax-Exempt Perm Loan	SF MOHCD Gap Loan	AHP	Sponsor Loan: HCD IIG(QIA)	0	Def. Dev. Fee	Cap. Cont. - GP	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	Source Name:	Source Name:	Residential Cost Difference Dev Budget vs. Sources
\$0																		Total	Total			
LAND COST/ACQUISITION																						
Land Cost or Value	\$1																\$1	\$1	\$1	\$0		\$0
Demolition	\$0																\$0	\$0	\$0	\$0		\$0
Legal	\$0																\$0	\$0	\$0	\$0		\$0
Land Lease Rent Prepayment	\$0																\$0	\$0	\$0	\$0		\$0
Total Land Cost or Value	\$1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$1	\$1	\$0	\$0	\$0
Existing Improvements Cost or Value	\$0																\$0	\$0	\$0	\$0		\$0
Off-Site Improvements	\$0																\$0	\$0	\$0	\$0		\$0
Total Acquisition Cost	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Land Cost / Acquisition Cost	\$1		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1	\$1	\$1	\$0	\$0	\$0
Predevelopment Interest/Holding Cost	\$261,250																\$261,250	\$261,250	\$261,250	\$0		\$0
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	\$0																\$0	\$0	\$0	\$0		\$0
Excess Purchase Price Over Appraisal	\$0																\$0	\$0	\$0	\$0		\$0
REHABILITATION																						
Site Work	\$0																\$0	\$0	\$0	\$0		\$0
Structures	\$0																\$0	\$0	\$0	\$0		\$0
General Requirements	\$0																\$0	\$0	\$0	\$0		\$0
Contractor Overhead	\$0																\$0	\$0	\$0	\$0		\$0
Contractor Profit	\$0																\$0	\$0	\$0	\$0		\$0
Prevailing Wages	\$0																\$0	\$0	\$0	\$0		\$0
General Liability Insurance	\$0																\$0	\$0	\$0	\$0		\$0
Urban Greening	\$0																\$0	\$0	\$0	\$0		\$0
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0
Total Rehabilitation Costs	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Relocation Expenses	\$0																\$0	\$0	\$0	\$0		\$0
NEW CONSTRUCTION																						
Site Work	\$15,579,687						\$11,699,000										\$3,880,687	\$15,579,687	\$15,579,687	\$0		\$0
Structures	\$90,789,027		\$20,000,000	\$40,069,000	\$15,688,292	\$1,500,000											\$13,531,735	\$90,789,027	\$90,789,027	\$0		\$0
General Requirements	\$3,000,000																\$3,000,000	\$3,000,000	\$3,000,000	\$0		\$0
Contractor Overhead	\$1,639,812																\$1,639,812	\$1,639,812	\$1,639,812	\$0		\$0
Contractor Profit	\$1,639,812																\$1,639,812	\$1,639,812	\$1,639,812	\$0		\$0
Prevailing Wages	\$0																\$0	\$0	\$0	\$0		\$0
General Liability Insurance	\$1,393,175																\$1,393,175	\$1,393,175	\$1,393,175	\$0		\$0
Urban Greening	\$0																\$0	\$0	\$0	\$0		\$0
Other New Construction: Env. Remediation	\$800,000																\$800,000	\$800,000	\$800,000	\$0		\$0
Other New Construction: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0
Other New Construction: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0
Total New Construction Costs	\$114,841,513		\$20,000,000	\$40,069,000	\$15,688,292	\$1,500,000	\$11,699,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$25,885,221	\$114,841,513	\$114,841,513	\$0	\$0	\$0
ARCHITECTURAL FEES																						
Design	\$3,245,000																\$3,245,000	\$3,245,000	\$3,245,000	\$0		\$0
Supervision	\$0																\$0	\$0	\$0	\$0		\$0
Total Architectural Costs	\$3,245,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,245,000	\$3,245,000	\$3,245,000	\$0	\$0	\$0
Total Survey & Engineering	\$765,000																\$765,000	\$765,000	\$765,000	\$0		\$0
CONSTRUCTION INTEREST & FEES																						
Construction Loan Interest	\$8,098,945																\$8,098,945	\$8,098,945	\$8,098,945	\$0		\$0
Origination Fee	\$1,059,582																\$1,059,582	\$1,059,582	\$1,059,582	\$0		\$0
Credit Enhancement/Application Fee	\$0																\$0	\$0	\$0	\$0		\$0
Bond Premium	\$0																\$0	\$0	\$0	\$0		\$0
Cost of Issuance	\$541,381																\$541,381	\$541,381	\$541,381	\$0		\$0
Title & Recording	\$85,000																\$85,000	\$85,000	\$85,000	\$0		\$0
Taxes	\$0																\$0	\$0	\$0	\$0		\$0
Insurance	\$700,000																\$700,000	\$700,000	\$700,000	\$0		\$0
Employment Reporting	\$0																\$0	\$0	\$0	\$0		\$0
Other Construction Int. & Fees: Lender & Counsel Expenses	\$63,000																\$63,000	\$63,000	\$63,000	\$0		\$0
0	\$0																\$0	\$0	\$0	\$0		\$0
Total Construction Interest & Fees	\$10,547,908		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,547,908	\$10,547,908	\$10,547,908	\$0	\$0	\$0
PERMANENT FINANCING																						
Loan Origination Fee	\$400,690																\$400,690	\$400,690	\$400,690	\$0		\$0
Credit Enhancement/Application Fee	\$0																\$0	\$0	\$0	\$0		\$0
Title & Recording	\$15,000																\$15,000	\$15,000	\$15,000	\$0		\$0
Taxes	\$0																\$0	\$0	\$0	\$0		\$0
Insurance	\$0																\$0	\$0	\$0	\$0		\$0

HOPE SF Potrero Block B AHD and HRI Permanent Sources and Uses PIN 45304

AFFORDABLE HOUSING DEVELOPMENT (AHD)		AHD Residential and HRI Permanent Sources of Funds															Commercial Sources		Residential Cost Difference Dev Budget vs. Sources			
USES OF FUNDS	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Loan	Tax-Exempt Perm Loan	SF MOHCD Gap Loan	AHP	Sponsor Loan: HCD IIG(QIA)	0	Def. Dev. Fee	Cap. Cont. - GP	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	Source Name:	Source Name:	Residential Cost Difference Dev Budget vs. Sources
Soft cost in red (total AHSC AHD below)																						
\$0																						
Other Perm. Financing Costs: Lender Expenses	\$5,000															\$5,000	\$5,000	\$5,000	\$0			\$0
	\$0															\$0	\$0	\$0	\$0			\$0
Total Permanent Financing Costs	\$420,690		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$420,690	\$420,690	\$420,690	\$0	\$0	\$0	\$0
Subtotals Forward	\$130,081,362		\$20,000,000	\$40,069,000	\$15,688,292	\$1,500,000	\$11,699,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$41,125,070	\$130,081,362	\$130,081,362	\$0	\$0	\$0	\$0
LEGAL FEES																						
Legal Paid by Applicant	\$50,000															\$50,000	\$50,000	\$50,000	\$0			\$0
Other Attorney Costs: Syndication/Org	\$42,500															\$42,500	\$42,500	\$42,500	\$0			\$0
Other Attorney Costs: Transaction	\$55,000															\$55,000	\$55,000	\$55,000	\$0			\$0
Other Attorney Costs: (Specify)	\$0															\$0	\$0	\$0	\$0			\$0
Total Attorney Costs	\$147,500		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$147,500	\$147,500	\$147,500	\$0	\$0	\$0	\$0
RESERVES																						
Operating Reserve	\$1,186,657															\$1,186,657	\$1,186,657	\$1,186,657	\$0			\$0
Replacement Reserve	\$0															\$0	\$0	\$0	\$0			\$0
Transition Reserve	\$2,347,415															\$2,347,415	\$2,347,415	\$2,347,415	\$0			\$0
Rent Reserve	\$0															\$0	\$0	\$0	\$0			\$0
Other Reserve Costs: Housing Readiness	\$344,400															\$344,400	\$344,400	\$344,400	\$0			\$0
Other Reserve Costs: (Specify)	\$0															\$0	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify)	\$0															\$0	\$0	\$0	\$0			\$0
Total Reserve Costs	\$3,878,472		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,878,472	\$3,878,472	\$3,878,472	\$0	\$0	\$0	\$0
CONTINGENCY COSTS																						
Construction Hard Cost Contingency	\$4,963,091															\$4,963,091	\$4,963,091	\$4,963,091	\$0			\$0
Soft Cost Contingency	\$823,344															\$823,344	\$823,344	\$823,344	\$0			\$0
Total Contingency Costs	\$5,786,435		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$5,786,435	\$5,786,435	\$5,786,435	\$0	\$0	\$0	\$0
OTHER PROJECT COSTS																						
TCAC App/Allocation/Monitoring Fees	\$123,499															\$123,499	\$123,499	\$123,499	\$0			\$0
Environmental Audit	\$20,000															\$20,000	\$20,000	\$20,000	\$0			\$0
Local Development Impact Fees	\$709,128															\$709,128	\$709,128	\$709,128	\$0			\$0
Permit Processing Fees	\$1,266,540															\$1,266,540	\$1,266,540	\$1,266,540	\$0			\$0
Capital Fees	\$0															\$0	\$0	\$0	\$0			\$0
Marketing	\$650,000															\$650,000	\$650,000	\$650,000	\$0			\$0
Furnishings	\$300,000															\$300,000	\$300,000	\$300,000	\$0			\$0
Market Study	\$15,000															\$15,000	\$15,000	\$15,000	\$0			\$0
Accounting/Reimbursable	\$50,000															\$50,000	\$50,000	\$50,000	\$0			\$0
Appraisal Costs	\$10,000															\$10,000	\$10,000	\$10,000	\$0			\$0
Other Costs: Syndication Consulting	\$60,000															\$60,000	\$60,000	\$60,000	\$0			\$0
Other Costs: (Specify)	\$0															\$0	\$0	\$0	\$0			\$0
Other Costs: (Specify)	\$0															\$0	\$0	\$0	\$0			\$0
Other Costs: (Specify)	\$0															\$0	\$0	\$0	\$0			\$0
Other Costs: (Specify)	\$0															\$0	\$0	\$0	\$0			\$0
Other Costs: (Specify)	\$0															\$0	\$0	\$0	\$0			\$0
Total Other Costs	\$3,204,167		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,204,167	\$3,204,167	\$3,204,167	\$0	\$0	\$0	\$0
SUBTOTAL PROJECT COST	\$143,097,936		\$20,000,000	\$40,069,000	\$15,688,292	\$1,500,000	\$11,699,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$54,141,644	\$143,097,936	\$143,097,936	\$0	\$0	\$0	\$0
DEVELOPER COSTS																						
Developer Overhead/Profit	\$4,000,000								\$1,376,975	\$500,000						\$2,123,025	\$4,000,000	\$4,000,000	\$0			\$0
Consultant/Processing Agent	\$0															\$0	\$0	\$0	\$0			\$0
Project Administration	\$0															\$0	\$0	\$0	\$0			\$0
Broker Fees Paid to a Related Party	\$0															\$0	\$0	\$0	\$0			\$0
Construction Oversight by Developer	\$0															\$0	\$0	\$0	\$0			\$0
Other Developer Costs: (Specify)	\$0															\$0	\$0	\$0	\$0			\$0
Total Developer Costs	\$4,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,376,975	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,123,025	\$4,000,000	\$4,000,000	\$0	\$0	\$0	\$0
TOTAL PROJECT COST	\$147,097,936	\$0	\$20,000,000	\$40,069,000	\$15,688,292	\$1,500,000	\$11,699,000	\$0	\$1,376,975	\$500,000	\$0	\$0	\$0	\$0	\$0	\$56,264,669	\$147,097,936	\$147,097,936	\$0	\$0	\$0	\$0
HOUSING RELATED-INFRASTRUCTURE (HRI)																						
Site acquisition of HRI including easements and right of ways																						\$0
Other Site Acquisition (Specify):																						\$0
TOTAL SITE ACQUISITION (NOT PARKING)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Clearing and Grubbing																						\$0
Demolition																						\$0
Excavation																						\$0
Grading (not grading for housing & mixed use structural improvements)																						\$0
Soil Stabilization (Lime, etc.)																						\$0
Erosion/Weed Control																						\$0
Dewatering																						\$0
Other Site Preparation (Specify):																						\$0
Other Site Preparation (Specify):																						\$0

HOPE SF Potrero Block B AHD and HRI Permanent Sources and Uses PIN 45304

AFFORDABLE HOUSING DEVELOPMENT (AHD)		AHD Residential and HRI Permanent Sources of Funds															Commercial Sources		Residential Cost Difference Dev Budget vs. Sources		
USES OF FUNDS	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Loan	Tax-Exempt Perm Loan	SF MOHCD Gap Loan	AHP	Sponsor Loan: HCD IIG(QIA)	0	Def. Dev. Fee	Cap. Cont. - GP	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs		Commercial Costs	Source Name:
Soft cost in red (total AHSC AHD below)																		Total	Total		
\$0																					
TOTAL SITE PREPARATION COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Sanitary Sewer																					
Potable Water																					
Non-Potable Water																					
Storm Drain																					
Detention Basin/Culverts																					
Joint Trench:																					
Other Site Utilities (Specify):																					
TOTAL SITE UTILITIES COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Aggregate Base																					
Asphalt Pavement																					
Curb, Gutter, Sidewalk																					
Street Lights																					
Striping/Signage/Barricades																					
Traffic Mitigation																					
Other Surface Improvements (Specify):																					
TOTAL SURFACE IMPROVEMENTS COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Urban Greening (Specify):																					
Urban Greening (Specify):																					
Urban Greening (Specify):																					
Urban Greening (Specify):																					
TOTAL URBAN GREENING		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Irrigation																					
Concrete Work																					
Landscaping																					
Playground Facilities and Tot Lots																					
Walking/Bike Path																					
Drinking Fountains																					
Structures																					
Lighting																					
Open Space																					
Other Landscape and Amenities (Specify):																					
TOTAL LANDSCAPE AND AMENITIES		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Wetland Mitigation																					
Endangered Species																					
Tree Mitigation																					
Environmental Remediation																					
Other Env. Mitigation/Remediation (Specify):																					
TOTAL ENV. MITIGATION/REMEDATION		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Residential Parking Structures																					
Grading																					
Foundation Work																					
Site Work																					
Other Replacement Parking Costs (Specify):																					
Other Replacement Parking Costs (Specify):																					
TOTAL REPLACEMENT PARKING COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Residential Parking Structures																					
Grading																					
Foundation Work																					
Site Work																					
Other Residential Parking Costs (Specify):																					
Other Residential Parking Costs (Specify):																					
TOTAL RESIDENTIAL PARKING COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Access Plazas																					
Pathways																					
Bus Shelters																					
Transit Shelters																					
Pedestrian Facilities																					
Bicycle Facilities																					
Other Transit Costs (Specify):																					
TOTAL TRANSIT COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Drainage																					
Parks & Recreation																					
Streets/Signals																					
Traffic Fees																					

HOPE SF Potrero Block B AHD and HRI Permanent Sources and Uses PIN 45304

AFFORDABLE HOUSING DEVELOPMENT (AHD)		AHD Residential and HRI Permanent Sources of Funds															Commercial Sources		Residential Cost Difference Dev Budget vs. Sources			
USES OF FUNDS	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Loan	Tax-Exempt Perm Loan	SF MOHCD Gap Loan	AHP	Sponsor Loan: HCD IIG(QIA)	0	Def. Dev. Fee	Cap. Cont. - GP	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs		Commercial Costs	Source Name:	Source Name:
Soft cost in red (total AHSC AHD below)	\$0																					
Waste Water																						
Water Facility																						
Other Impact Fees (Specify):																						
Other Impact Fees (non-AHSC eligible)																						
TOTAL IMPACT FEES		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering																						
Design																						
Contractor Fee																						
Other Soft Costs (Specify):																						
TOTAL SOFT COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Employment Reporting																						
Other Costs (Specify):																						
Other Costs (Specify):																						
TOTAL OTHER ASSET COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HRI TOTAL PROJECT COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AHD TOTAL PROJECT COSTS		\$0	\$20,000,000	\$40,069,000	\$15,688,292	\$1,500,000	\$11,699,000	\$0	\$1,376,975	\$500,000	\$0	\$0	\$0	\$0	\$0	\$56,264,669	\$147,097,936	\$147,097,936	\$0	\$0	\$0	\$0
TOTAL AHD & HRI PROJECT COSTS		\$0	\$20,000,000	\$40,069,000	\$15,688,292	\$1,500,000	\$11,699,000	\$0	\$1,376,975	\$500,000	\$0	\$0	\$0	\$0	\$0	\$56,264,669	\$147,097,936	\$147,097,936	\$0	\$0	\$0	\$0
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>																						

TCAC Threshold Basis Limit for HCD Developer Fee 2017 UMR §8312(c) & (b) and High Cost Test for HCD Limits on Development Costs 2017 UMR §8311(a) & (b)

Complete all yellow shaded cells; see cell comments for tips

Project Name: HOPE SF Potrero Block B		County: San Francisco	Project's Proposed Tax Credits: 4%	
HCD Phase:			Origination	
Unit Size	TCAC Threshold Basis Limits (TBL)	Number of Units		Basis x Number of Units
SRO/Studio	\$412,418	0		\$0
1 Bedroom	\$475,514	47		\$22,349,158
2 Bedrooms	\$573,600	55		\$31,548,000
3 Bedrooms	\$734,208	44		\$32,305,152
4+ Bedrooms	\$817,954	11		\$8,997,494
Number of Manager Units in Project: 1		TOTAL UNITS: 157		
TOTAL UNADJUSTED THRESHOLD BASIS LIMIT (TBL):				\$95,199,804
TBL ADJUSTMENTS §10327(c)(5)(A-F): (a) - (e) below cannot exceed 39% of Unadjusted TBL				Yes/No
(a)	Project 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	\$19,039,961
	Project 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)	New construction Project 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. (7%)		No	\$0
(c)	Project where a day care center is part of the development. (2%)		Yes	\$1,903,996
(d)	Project where 100 percent of the units are for Special Needs populations. (2%)		No	\$0
(e)	Project where at least 95% of the Project's upper floor units are serviced by an elevator. (10%)		Yes	\$9,519,980
(f)	Project applying under §10325 or §10326 of these regulations that include one or more of the features below. (up to 10%)		Yes	\$1,903,996
Proposed energy efficiency/resource conservation/indoor air quality items	(1) Project shall have onsite renewable generation estimated to produce 50% or more of annual tenant electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 50% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (2) only if the renewable generation used to calculate each basis increase does not overlap. (5%)			
	(2) Project shall have onsite renewable generation estimated to produce 75% or more of annual common area electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 75% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (1) only if the renewable generation used to calculate each basis increase			
	(3) Newly constructed Project buildings shall be 15% or more energy efficient than the 2016 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24), except that if the local building department has determined that building permit applications submitted on or before December 31, 2016 are complete, then newly constructed Project buildings shall be fifteen percent (15%) or more energy efficient than the 2013 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24). (4%)			
	(4) Rehab Project buildings shall have 80% decrease in estimated TDV energy use (or improvement in energy efficiency) post rehab as demonstrated using the appropriate performance module of CEC approved software.			
	(5) Irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, grey water, or rainwater in an amount that annually equals or exceeds 20,000 gallons or 300 gallons per unit, whichever is less. (1%)		Yes	
	(6) Community Gardens of at least 60 square feet per unit. Permanent site improvements that provide a viable growing space within the Project including solar access, fencing, watering systems, secure storage space for tools, and pedestrian access. (1%)			
	(7) Install bamboo, cork, salvaged or FSC-Certified wood, natural linoleum, natural rubber, or ceramic tile in all kitchens, living rooms, and bathrooms (where no VOC adhesives or backing is also used). (1%)			
	(8) Install bamboo, stained concrete, cork, salvaged or FSC-Certified wood, ceramic tile, or natural linoleum in all common areas. (2%)			
	(9) Meet all requirements of the U.S. Environmental Protection Agency Indoor Air Plus Program. (2%)			
(g)	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)			\$0
	If Yes, select type of work	Enter Certified Costs of Work:		\$0
(h)	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	\$709,128
			<i>Please Enter Amount Above:</i>	
(i)	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.		No	\$0
	County eligibility: No	Opportunity Area Map Tract ID #:	Opportunity Map Resource Level:	
TOTAL HCD ADJ. THRESHOLD BASIS LIMIT:				\$128,276,865
Adj. Threshold Basis Limit multiplied by 160%:				\$205,242,984
HCD HIGH COST TEST RESULT:			107%	
(j) Total Eligible Basis (AHD Dev Budget F119)			\$137,755,495	Costs Reasonable

HCD 2019 Developer Fee Calculator - revised 8/7/19 (complete YELLOW shaded cells)

Project Phase:	Origination	Proposed Project Type:	4% Credits New Construction		
Project Name:	HOPE SF Potrero Block B				

Project's Developer Fee Summary (SEE INSTRUCTIONS ABOVE)		HCD Limit	Project Amt.
Max Total Developer Fee - 2d		\$20,063,324	\$4,000,000
Max Developer Fee payable from development funding sources - lesser of 1h & 2d		\$2,126,522	\$2,123,025
Deferred Developer Fee payable on a priority basis from available Cash Flow		\$1,373,478	\$1,376,975
Deferred Developer Fee payable exclusively from Sponsor Distributions - 2h		\$16,563,324	\$0
Total Budgeted or Actual Developer Fee	\$4,000,000		
Developer Fee Contributed as Capital	\$500,000	Deferred Developer Fee	\$1,376,975

Section 1. UMR §8312(c)(1) - for all 4% Projects (project costs per TCAC 9% rules)

a. Project's type of construction:	New Construction	Number of Affordable Tax Credit Units	159	\$2,200,000
b. Project's Eligible Basis (exclude Developer Fee)			\$133,755,495	x 15% = \$20,063,324
c. Basis for Non-Residential Costs (Commercial - exclude Developer Fee)			\$0	x 15% = \$0
d. Base limit: amount that could be included in project costs under 9% rules - lesser of 1a or (1b + 1c.):				\$2,200,000
High Cost Test Adjustment - New Construction only §10327(c)(2)(A)		Total Unadjusted Threshold Basis Limit	\$95,199,804	
e. Total Adjusted Threshold Basis Limit - §10327(c)(5)				\$128,276,865
f1. Total Eligible Basis - §10327(c)(2)(A)	\$137,755,495	<i>4% Eligible Basis reduced to reflect exclusion of DF in excess of TCAC cash out threshold §10317(i)(6)</i>		<i>f1 - f2 + f3</i> \$136,845,495
f2. Developer Fee in Eligible Basis	\$4,000,000	<i>f3. Amount of DF in EB inc. in high cost test using 4% rules based on \$2.5M + \$10,000 per affordable unit above 100</i>		\$3,090,000
g1. High Cost Test Factor	106.680%	93.320%	<i>g2. (93.320% + 100%) / 2</i>	96.660%
i. Maximum Developer Fee payable from development funding sources - UMR §8312(c)(1)				\$2,126,522

Section 2. UMR §8312(c)(2) - Maximum Developer Fee allowed in Eligible Basis under TCAC 4% rules

Max Developer Fee allowed in Eligible Basis under TCAC 4% rules

a. New Construction & Rehab - Unadjusted Eligible Basis (exclude Developer Fee) - §10327(c)(2)(B)(i)	\$133,755,495	x 15% =	\$20,063,324
d. Maximum Developer Fee in Eligible Basis under 4% rules §8312(c)			\$20,063,324
Max Developer Fee per §8312(c)			
e. Total Developer Fee Limit including deferred fee - Eligible Basis under 4% rules total UMR §8312(c) (2d)			\$20,063,324
h. Total Budgeted or Actual Developer Fee			\$4,000,000
i. Budgeted Developer Fee paid from Development Sources		<i>Sum of Deferred and Contributed Developer Fee</i>	\$1,876,975
j. Deferred Developer Fee payable on a priority basis from available Cash Flow - UMR §8312(c)(2)			\$1,373,478

HOPE SF Potrero Block B Sustainable Transportation Infrastructure (STI) PIN 45304

STI Project Summary

Project Name	Brief Description	Address	City	Zip	County	Lat.	Log.	Census Tracts	APNs			
STI #1 Cesar Chavez/Bayshore/Potrero Intersection Improvements Phase 2	Phase 2 of the Cesar Chavez/Bayshore/Potrero Intersection Improvements project will advance additional high priority segments identified in the plan through planning and preliminary engineering. Improvements will include a protected bikeway between Pennsylvania and Illinois, in both directions.	1201-1275 Wisconsin St.	San Francisco	94107	San Francisco	37.752077	-122.398336	2010061400	4285B-001			
STI #2 Folsom-Howard Streetscape Project	Improve transit operations and traffic safety of Folsom and Howard streets. Project scope will improve transit performance of 5 Muni routes. The project will construct transit boarding islands, red transit only lanes, new traffic signals, and improve curb management. The project will also improve transit by removing existing transit/bike conflicts.	Folsom St. between 2nd to 11th Streets and Howard Street between 11th and 4th Streets	San Francisco		San Francisco							
STI #3 Walkway/Sidewalk Improvements	2,524 linear feet of new sidewalks	SW corner of 25th St. to SW corner of Wisconsin St., South on Wisconsin to NE corner of 26th St., East on 26th St. to	San Francisco	94107	San Francisco	37.752352	-122.398955	0607506140	4285B-001			
Bike Facility (BF) 1 Linear Miles: 0.62		BF1 Type: Class IV	Bike Facility 2 Linear Miles:		BF2 Type:	Bike Facility 3 Linear Miles:		BF3 Type:				
Safe and Accessible Walkways - length (in feet) of new or replaced sidewalk: 2,524		# of Transit Routes Improved: 5		Added or Improved Transit Service: No								
Enter # and Amount for each	Crosswalks	AHSC Funds	Overcrossings	AHSC Funds	Undercrossings	AHSC Funds						
	Rail Cars	AHSC Funds	Street Cars	AHSC Funds	Buses	AHSC Funds						
	Shuttles	AHSC Funds	Vans	AHSC Funds	Total New Vehicles	0	Total AHSC New Vehicle Funding	\$0				
STI Eligible Costs §103(a)(3)(A) and Ineligible Costs §103(c)												
(i) Applicant certifies capital improvements in the STI budget result in the improvement or addition of infrastructure that encourages mode-shift by enhancing: 1) public transit access; 2) pedestrian network; or 3) bicycle network (includes public bike-share infrastructure and fleet) within the defined Project Area meeting the §102(c) or (d) transit requirements.									Yes			
(ii) Total amount of eligible STI soft costs cannot exceed 30% of the total AHSC Program award.						Budgeted	Cost Cap	Overage				
						\$2,956,844	\$8,948,753	\$0	Ok			
(iv) Total amount of Activity Delivery Costs associated with the implementation of the Capital Project cannot exceed 10% of the costs associated with the Capital Project.						\$0	\$940,586	\$0	Ok			
(vi) Capital Project costs in budget that are required as a condition of local approval for the STI?						No	If Yes, upload documentation below					
FAAST File:	STI Cap Project Costs	Documentation showing Capital Project costs are required as a condition of local approval for the STI					File Uploaded?	N/A				
(B) Total combined requested grant amount for your STI Capital Projects and TRA Capital Projects cannot exceed \$10M?									Ok			
§103(c) We certify the AHSC STI funded cost do not include any of the following ineligible costs:												
(1) Costs are not eligible if there is another feasible, available source of committed funding for the STI portion thereof to be funded by AHSC or if the cost is incurred prior to the AHSC award;									Yes			
(2) Routine maintenance or operations of transportation infrastructure (including transit fleet, not including AHSC funded transit service expansion);												
(3) In lieu fees for local inclusionary housing programs;												
(4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs; and												
(5) All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).												
STI Grant Terms §104(c)												
(1) We certify the STI grant does not result in a profit that exceeds the commercially reasonable range for other improvements of similar size and level of risk.									Yes			
(2) We acknowledge that AHSC Program grant funds will be disbursed as reimbursed progress payments for eligible costs incurred after the execution of the Standard Agreement in the amount not to exceed the AHSC Program award of funds. Costs incurred prior to execution of the Standard Agreement are not eligible for reimbursement.									Yes			
(3) We acknowledge if the STI Project includes multiple phases or developments, all entitlements and construction funding commitments for the first phase must be received prior to disbursement.									Yes			
STI Threshold §106(a)												
(7) STI Enforceable Funding Commitments (EFC): <i>see Appendix A (t) - for an explanation of Enforceable Funding Commitments (EFC).</i>												
EFC #	Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term (# of mos.)	Required Debt Service	Balloon ?	
1	Yes		AHSC STI Grant	State-HCD		\$8,000,000	Rate	Type				
2	Yes	FY19	Developer Fees	Local		\$1,405,858						
3												
4												
5												
6												
7												
8												
9												
10												
\$1,405,858	<Total Committed Non-AHSC STI Funds		TOTAL (must equal STI Budget Amount)			\$9,405,858						
Provide a description of unusual or extraordinary circumstances that have resulted in higher than expected project costs and provide a justification as to why these costs are reasonable.												
N/A												
FAAST File:	EFC STI1; EFC STI2; EFC STI3; etc.	Supporting documentation for the 1 non-AHSC STI funding commitments.					Files Uploaded?	Yes				
(8)(A) We acknowledge that completion and approval or adoption of all necessary environmental clearances for transportation components must be attained by initial disbursement of grant funds.											Yes	
NEPA:	Is Federal funding proposed that will trigger NEPA requirements?					If Yes, enter date of "Authority to Use Grant Funds"						
CEQA:	Project approved "by-right"?	Yes	Is Project Categorical Exempt?	Yes	Negative Declaration Date:	Final EIR Date: 4/12/19						
Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.												
STI 1 will be environmentally cleared under CEQA using a Categorical Exemption by 2021. STI 2 was environmentally cleared under CEQA using an EIR on 4/12/19. STI 3 was environmentally cleared under CEQA "by-right" on 12/10/15.												
FAAST File:	STI Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.					File Uploaded?	Yes				
FAAST File:	STI Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.					File Uploaded?	N/A				
(9) If applicable, provide a listing and status of all discretionary local land use entitlements and permits, excluding design review, required to complete each STI Project that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents.												
Agency / Issuer			Land Use Approval Date		Approval Type		Comments					
City and County of San Francisco			10/13/17		Site Plan Approval		STI 3					

HOPE SF Potrero Block B Sustainable Transportation Infrastructure (STI) PIN 45304

(11) Does applicant or Developer of Project have Site Control for each STI Project? If yes, enter site control form and the most recent execution date below (Site Control Appendix A)										Yes
Form of site control (See Site Control in Appendix A):			Other (describe below)				Most recent document execution date:			
If leasehold estate:		Rent based on restricted land value?	N/A	Is acquisition cost \$0 in Dev. Budget?	N/A	Prepaid lease loan used? If so answer (a-c)	N/A			
(a) Funding amount based on the Present Value of lease payments?		N/A	(b) Lender requesting Res. Receipts (not permissible)		N/A	(c) Has loan amount been entered as a finance cost?		N/A		
Describe any special circumstances, e.g. if there are multiple STI projects provide site control information for each.										
STIs 1, 2, & 3 will be constructed within public right-of-way owned by the City (Joint applicant).										
FAAST File:	STI Site Control	Appropriate documentation to demonstrate the form of site control indicated above						Files Uploaded?		
(12) Applicants must demonstrate prior experience by providing evidence of two prior STI projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant during the ten years preceding the application due date. May demonstrate the requisite experience by using past experience of work completed of a Locality or Transportation Agency non-applicant so long as the applicant can provide an executed agreement with that specific Locality or Transportation Agency for the completion of the STI components of the AHSC Project for which funding is sought.										
STI Past Project #1					STI Past Project #2					
Project Name	Mission Valencia Green Gateway Streetscape Project				Potrero Avenue Roadway Improvement Project					
Development Entity	SFMTA				SFMTA/San Francisco Public Works					
Completion Date	2/28/17				12/31/17					
Brief Description	Construction included raised, parking-separated cycletrack along northbound Valencia Street between Duncan Street and Cesar Chavez Street; construction of four sidewalk bulbouts; on-street parking reconfiguration on the eastern and western sides of Valencia Street between Cesar Chavez and Mission Streets. Improvements were coordinated with green infrastructure improvements by the SFPU.				Improvements included pedestrian refuge islands, pedestrian bulbouts, continuous planted median, bidirectional green painted bicycle lanes, sidewalk widening, ADA-compliant curb ramps, transit signal priority improvements, and a red-painted transit only lane. Project included coordination with Public Works and Public Utilities to replace older water and sewer pipes while the streetscape was under construction					
FAAST File:	Past Exp STI1, Past Exp STI2	Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.					Files Uploaded?	Yes		
(13) We certify as of the application date, the applicants or the STI real property is not party to or the subject of any claim or action in the state or federal courts.										Yes
(14) We certify that construction of the project has not commenced as of the application deadline set forth in the NOFA.										Yes
(19) The STI Project will not result in the loss or conversion of agricultural or other working lands, or natural resource lands for other uses according the Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) website?										Yes
If "Yes", provide documentation the STI Project site is not within land designated as agricultural land per the FMMP tool.										
FAAST File:	STI No Ag	Demonstrate the STI site is not within land designated as agricultural land per FMMP tool.					File Uploaded?	Yes		
If "No", demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A):										
FAAST File:	STI Ag Infill	Applicants seeking an exemption to the FMMP determination must demonstrate that the STI site qualifies as an Infill Site (as defined in Appendix A)					File Uploaded?	N/A		
(21)(A) If approval by a local public works department, or other responsible local agency is required for the Project, provide document below. I certify that the STI improvements are consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.										Yes
FAAST File:	STI Local Approvals	Statement from entity indicating the STI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.					Files Uploaded?	Yes		
(21)(B) If STI Project involves demolition of existing units affordable to lower income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability, and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residents. These no net loss requirements (§106(a)(20)(C)) apply where an STI Project is proposed on any property which includes a parcel or any portion of a parcel on which residential dwelling units affordable to lower income households currently exist or where there have been dwelling units restricted to lower-income households which have been vacated or demolished within the five year period preceding the application. Explain below how this requirement is satisfied in the replacement affordable housing development. If Project does not involve demolition or rehabilitation of existing affordable units, please indicate "N/A".										
STIs do not result in the demolition of any existing affordable housing.										
STI Milestones										
Please provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A"										
Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.										
Capital Project Milestone Schedule										Date
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development										N/A
Site Control of site(s) by proposed developer.										N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.										12/31/21
Obtaining all necessary and discretionary public land use approvals.										N/A
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.										1/31/22
Commencement of construction.										7/30/22
Construction completion and closeout.										1/31/25
Program funds fully disbursed.										7/30/25
Have all milestone dates been entered above?										Yes

HOPE SF Potrero Block B Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 45304

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will autosum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES											Comments	
	AHSC STI Grant	Developer Fees	0	0	0	0	0	0	0	0	Sources Total		
STI BUDGET #1 - Cesar Chavez/Bayshore/Potrero Intersection Improvements Phase 2													
Environmental review/studies												\$0	
Plan Specification and Estimates	\$48,970											\$48,970	
Right of way support costs												\$0	
Site or right of way acquisition for Cap. Improvement Project												\$0	
Other Soft Costs (Specify): Design support during construction	\$39,136											\$39,136	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Total Soft Costs	\$88,106	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$88,106	
Clearing and Grubbing												\$0	
Demolition	\$45,000											\$45,000	
Grading												\$0	
Soil Stabilization (Lime, etc.)												\$0	
Erosion/Weed Control												\$0	
Dewatering												\$0	
Other Site Preparation (Specify):	\$37,355											\$37,355	
Total Site Preparation	\$82,355	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,355	
Sanitary Sewer												\$0	
Irrigation												\$0	
Storm Drain												\$0	
Detention Basin/Culverts												\$0	
Other Site Utilities (Specify):												\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base												\$0	
Asphalt Pavement												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Striping/Barricades (Bicycle Facilities)	\$58,593											\$58,593	
Signage	\$34,733											\$34,733	
Crossing and Traffic Signals	\$20,000											\$20,000	
Roundabouts, median islands or curb extensions												\$0	
Other traffic calming surface improvements												\$0	
Other Complete Street Improvements (Specify):												\$0	
Other Complete Street Improvements (Specify):												\$0	
Total Complete Streets Improvements - Construction	\$113,326	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$113,326	
Striping/Barricades (for dedicated bus lanes)												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Signage												\$0	
Signaling Prioritization Technology												\$0	
Boarding infrastructure												\$0	
Seating/Benches												\$0	
Bus/Transit Shelters												\$0	
Vehicles												\$0	
Other ITS Technology												\$0	
Other Transit and Station Areas (Specify):												\$0	
Other Transit and Station Areas (Specify):												\$0	
Total Transit and Station Areas - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee												\$0	
Provide Name of Impact Fee												\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):												\$0	

HOPE SF Potrero Block B Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 45304

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will autosum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES										Sources Total	Comments
	AHSC STI Grant	Developer Fees	0	0	0	0	0	0	0	0		
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)											\$0	
Employee Reporting											\$0	
Other Capital Asset Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #1 Budgeted Project Costs	\$283,787	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$283,787	
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>												
STI BUDGET #2 - Folsom-Howard Streetscape Project												
Environmental review/studies											\$0	
Plan Specification and Estimates											\$0	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
Other Soft Costs (Specify): Construction Management and Engine	\$1,160,252	\$409,242									\$1,569,494	
Other Soft Costs (Specify): Traffic Routing and Mobilization	\$1,708,486										\$1,708,486	
Other Soft Costs (Specify): Contingency		\$996,616									\$996,616	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$2,868,738	\$1,405,858	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,274,596	
Clearing and Grubbing											\$0	
Demolition											\$0	
Grading											\$0	
Soil Stabilization (Lime, etc.)											\$0	
Erosion/Weed Control											\$0	
Dewatering											\$0	
Other Site Preparation (Specify):											\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer											\$0	
Irrigation											\$0	
Storm Drain											\$0	
Detention Basin/Culverts											\$0	
Other Site Utilities (Specify):											\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base											\$0	
Asphalt Pavement											\$0	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Striping/Barricades (Bicycle Facilities)											\$0	
Signage											\$0	
Crossing and Traffic Signals											\$0	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Complete Street Improvements (Specify):											\$0	
Other Complete Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)	\$1,495,300										\$1,495,300	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters	\$352,175										\$352,175	
Vehicles											\$0	
Other ITS Technology											\$0	
Other Transit and Station Areas (Specify): Overhead Wires for Tr	\$1,000,000										\$1,000,000	

HOPE SF Potrero Block B Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 45304

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will autosum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES											Comments	
	AHSC STI Grant	Developer Fees	0	0	0	0	0	0	0	0	Sources Total		
Other Transit and Station Areas (Specify):												\$0	
Total Transit and Station Areas - Construction	\$2,847,475	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,847,475	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee												\$0	
Provide Name of Impact Fee												\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):												\$0	
Other Activity Costs (Specify):												\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)												\$0	
Employee Reporting												\$0	
Other Capital Asset Costs (Specify):												\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #2 Budgeted Project Costs	\$5,716,213	\$1,405,858	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,122,071	
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>													
STI BUDGET #3 - Walkway/Sidewalk Improvements													
Environmental review/studies												\$0	
Plan Specification and Estimates												\$0	
Right of way support costs												\$0	
Site or right of way acquisition for Cap. Improvement Project												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing												\$0	
Demolition	\$250,000											\$250,000	
Grading	\$100,000											\$100,000	
Soil Stabilization (Lime, etc.)												\$0	
Erosion/Weed Control												\$0	
Dewatering												\$0	
Other Site Preparation (Specify):												\$0	
Total Site Preparation	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000	
Sanitary Sewer												\$0	
Irrigation												\$0	
Storm Drain												\$0	
Detention Basin/Culverts												\$0	
Other Site Utilities (Specify):												\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base												\$0	
Asphalt Pavement												\$0	
Sidewalk, Curb and Gutter	\$1,650,000											\$1,650,000	
Street Lights												\$0	
Striping/Barricades (Bicycle Facilities)												\$0	
Signage												\$0	
Crossing and Traffic Signals												\$0	
Roundabouts, median islands or curb extensions												\$0	
Other traffic calming surface improvements												\$0	
Other Complete Street Improvements (Specify):												\$0	
Other Complete Street Improvements (Specify):												\$0	
Total Complete Streets Improvements - Construction	\$1,650,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,650,000	
Striping/Barricades (for dedicated bus lanes)												\$0	

HOPE SF Potrero Block B Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 45304

If proposing multiple distinct STI Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will autosum at the bottom. The sum will be used to determine the total STI funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES										Sources Total	Comments
	AHSC STI Grant	Developer Fees	0	0	0	0	0	0	0	0		
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Vehicles											\$0	
Other ITS Technology											\$0	
Other Transit and Station Areas (Specify):											\$0	
Other Transit and Station Areas (Specify):											\$0	
Total Transit and Station Areas - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)											\$0	
Employee Reporting											\$0	
Other Capital Asset Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #3 Budgeted Project Costs	\$2,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,000,000
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>												
TOTAL SUSTAINABLE TRANSPORTATION INFRASTRUCTURE (STI) BUDGET												
Total Soft Costs	\$2,956,844	\$1,405,858	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,362,702
Total Site Preparation	\$432,355	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$432,355
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Complete Streets Improvements - Construction	\$1,763,326	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,763,326
Total Transit and Station Areas - Construction	\$2,847,475	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,847,475
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total STI Budgeted Project Costs	\$8,000,000	\$1,405,858	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,405,858

HOPE SF Potrero Block B Transportation Related Amenities (TRA) PIN 45304

TRA Project Summary

	Project Name	Brief Description	Address	City	Zip	County	Lat.	Log.	Census Tracts	APNs
TRA #1	Minnesota Grove Extension	The project will extend the Minnesota Grove, a 0.4-acre 'street park' along the east side of a short stretch of Minnesota Street, between 24th and 25th Streets. The project includes landscaping and trees, seating, pedestrian lighting, and green infrastructure.	Minnesota St. between 24th St. and 25th St.	San Francisco	94107	San Francisco	37°45'12.3"N	122°23'23.4"W	6075022600	N/A
TRA #2										
TRA #3										

Enter # & Amt. of new:	Bus Shelters	AHSC Funds	Bicycle Parking At Transit	AHSC Funds	Bus Stop Benches	AHSC Funds
Safe and Accessible Walkways - length (in feet) of sidewalk directly improved (ex. provided shade to, illuminated)			Pedestrian Paths (linear feet)		Type	
# of Transit Routes Improved	Station Area or Transit Access Improvements		No	Other (describe)		
ID all intended outcomes of proposed active transportation component:			Improved compliance with traffic laws	Other barriers that may have existed on route (describe below)		
Improved sight distance/visibility	No	Elimination of potential conflict points	No	Reduced vehicular speed/volume	No	

TRA Eligible Costs §103(a)(4) and Ineligible Costs §103(c)

(B)(i) We certify the capital improvements in the TRA budget are publicly accessible and provide supportive amenities to cyclists, pedestrians, and transit riders (i.e. bike parking, bus shelter, benches, street trees, etc.) within the defined Project Area meeting the §102(c) or (d) transit requirements.	Yes						
(B)(ii) Total amount of eligible TRA soft costs cannot exceed 10% of the total AHSC Program award.	<table border="1"> <tr> <th>Budgeted</th> <th>Cost Cap</th> <th>Overage</th> </tr> <tr> <td>\$320,000</td> <td>\$2,982,918</td> <td>\$0</td> </tr> </table>	Budgeted	Cost Cap	Overage	\$320,000	\$2,982,918	\$0
Budgeted	Cost Cap	Overage					
\$320,000	\$2,982,918	\$0					
(B)(iv) Total amount of Activity Delivery Costs associated with the implementation of the Capital Project cannot exceed 10% of the costs associated with the Capital Project.	<table border="1"> <tr> <th>Budgeted</th> <th>Cost Cap</th> <th>Overage</th> </tr> <tr> <td>\$0</td> <td>\$190,000</td> <td>\$0</td> </tr> </table>	Budgeted	Cost Cap	Overage	\$0	\$190,000	\$0
Budgeted	Cost Cap	Overage					
\$0	\$190,000	\$0					
(B)(v) Capital Project costs in budget that are required as a condition of local approval for the TRA?	No If Yes, upload documentation below						

FAAST File:	TRA Cap Project Costs	Documentation showing Capital Project costs are required as a condition of local approval for the TRA	File Uploaded?	N/A
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(C) Total combined requested grant amount for your STI Capital Projects and TRA Capital Projects cannot exceed \$10M?	Ok
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§103(c) We certify the AHSC TRA funded cost do not include any of the following ineligible costs:	
(1) Costs are not eligible if there is another feasible, available source of committed funding for the STI portion thereof to be funded by AHSC or if the cost is incurred prior to the AHSC award;	Yes
(2) Routine maintenance or operations of transportation infrastructure (including transit fleet, not including AHSC funded transit service expansion);	
(3) In lieu fees for local inclusionary housing programs;	
(4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs; and	
(5) All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).	

TRA Grant Terms §104(c)

(1) We certify that the grant does not result in a profit that exceeds the commercially reasonable range for other improvements of similar size and level of risk.	Yes
(2) We acknowledge that AHSC Program grant funds will be disbursed as reimbursed progress payments for eligible costs incurred after the execution of the Standard Agreement in the amount not to exceed the AHSC Program award of funds.	Yes
(3) We acknowledge if the TRA Project includes multiple phases or developments, all entitlements and construction funding commitments for the first phase must be received prior to disbursement.	Yes

TRA Threshold §106(a)

(7) TRA Enforceable Funding Commitments (EFC): <i>see Appendix A (t) - for an explanation of Enforceable Funding Commitments (EFC).</i>

EFC #	Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term (# of mos.)	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC TRA Grant	State-HCD		\$1,500,000					
2	Yes	7/1/18	Eastern Neighborhoods Developers Fees	Local		\$400,000					
3											
4											
5											
6											
7											
8											
9											
10											

\$400,000	<Total Committed Non-AHSC TRA Funds	TOTAL (must equal TRA Budget Amt)	\$1,900,000
Provide a description of unusual or extraordinary circumstances that have resulted in higher than expected project costs and provide a justification as to why these costs are reasonable.			

FAAST File:	EFC TRA1; EFC TRA2; EFC TRA3;	Supporting documentation for the 1 non-AHSC TRA funding commitments.	Files Uploaded?	Yes
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(8)(A) Applicant acknowledges completion and approval or adoption of all necessary environmental clearances for transportation components must be attained by initial disbursement of grant funds.	Yes
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NEPA:	Is Federal funding proposed that will trigger NEPA requirements?	No	If Yes, enter date of "Authority to Use Grant Funds"
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CEQA:	Project approved "by-right"?	No	Is Project Categorically Exempt?	Yes	Negative Declaration Date:	N/A	Final EIR Date:	N/A
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Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.
 CEQA Categorically Exempt declaration anticipated April 2020.

FAAST File:	TRA Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	File Uploaded?	N/A
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FAAST File:	TRA Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.	File Uploaded?	N/A
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(9) If applicable, provide a listing and status of all discretionary local land use entitlements and permits, excluding design review, required to complete each TRA Project that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents.

Agency / Issuer	Land Use Approval Date	Approval Type	Comments

(11) Does applicant or Developer of Project have Site Control for each TRA Project? If yes, enter site control form and the most recent execution date below (Site Control Appendix A)	Yes
--	-----

Form of site control (See Site Control in Appendix A):	Other (describe below)	Most recent document execution date:	N/A
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If leasehold estate:	Rent based on restricted land value?	Is acquisition cost \$0 in Dev. Budget?	Prepaid lease loan used? If so answer (a-c)
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HOPE SF Potrero Block B Transportation Related Amenities (TRA) PIN 45304

(a) Funding amount based on the Present Value of lease payments?		(b) Lender requesting Res. Receipts (not permissible)		(c) Has loan amount been entered as a finance cost?	
Describe any special circumstances, e.g. if there are multiple TRA projects provide site control information for each.					
All components of project are within the public right-of-way of the City of San Francisco					
FAAST File:	TRA Site Control	Appropriate documentation to demonstrate the form of site control indicated above	Files Uploaded?	Yes	
(12)(A) Applicants must demonstrate prior experience by providing evidence of two prior TRA projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant during the ten years preceding the application due date. May demonstrate the requisite experience by using past experience of work completed of a Locality or Transportation Agency non-applicant so long as the applicant can provide an executed agreement with that specific Locality or Transportation Agency for the completion of the TRA components of the AHSC Project for which funding is sought.					
	TRA Past Project #1		TRA Past Project #2		
Project Name	SoMa West - Skate Park and Dog Play Area		Cesar Chavez Streetscape Project		
Development Entity	San Francisco Public Works		San Francisco Public Works		
Completion Date	8/30/14		1/31/14		
Brief Description	The SoMa West Improvement Projects include the development of a skate park and dog play area on the Caltrans right of way parcels located underneath the Central Freeway, between Valencia and Otic streets. In order to authorize the City to build, operate, and maintain the sites and facilities, an agreement was negotiated with Caltrans and the owners of the property.		The project widened the existing median to allow for more street trees and landscaping; provided left turn pockets for turning vehicles; widened the sidewalk; installed stormwater planters that provide stormwater management; upgraded street lighting to LED to reduce energy consumption. Low Impact Development features, such as permeable paving and bioretention, were integrated into street design.		
FAAST File:	Past Exp TRA1, Past Exp TRA2	Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Files Uploaded?	N/A	
(13) We certify as of the application date, the applicants or the TRA real property is not party to or the subject of any claim or action in the state or federal courts.					Yes
(14) We certify that construction of the project has not commenced as of the application deadline set forth in the NOFA.					Yes
(19) The TRA Project will not result in the loss or conversion of agricultural or other working lands, or natural resource lands for other uses according the Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) website?					Yes
If "Yes", provide documentation the TRA Project site is not within land designated as agricultural land per the FMMP tool.					
FAAST File:	TRA No Ag	Demonstrate TRA site is not within land designated as agricultural land per FMMP tool	File Uploaded?	Yes	
If "No", demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A):					
FAAST File:	TRA Ag Infill	Applicants seeking an exemption to the FMMP determination must demonstrate that the TRA site qualifies as an Infill Site (as defined in Appendix A)	File Uploaded?	N/A	
(21)(A) If approval by a local public works department, or other responsible local agency is required for the Project, provide document below. I certify that the TRA improvements are consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.					Yes
FAAST File:	TRA Local Approvals	Statement from entity indicating the TRA Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.	Files Uploaded?	Yes	
(21)(B) If the TRA Project involves demolition of existing units affordable to lower income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability, and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residents. These no net loss requirements (§106(a)(20)(C)) apply where a TRA Project is proposed on any property which includes a parcel or any portion of a parcel on which residential dwelling units affordable to lower income households currently exist or where there have been dwelling units restricted to lower-income households which have been vacated or demolished within the five year period preceding the application.					
N/A					
TRA Milestones					
Please provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A"					
Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.					
Capital Project Milestone Schedule					Date
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.					N/A
Site Control of site(s) by proposed developer.					N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.					4/1/20
Obtaining all necessary and discretionary public land use approvals.					7/25/20
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.					9/4/20
Commencement of construction.					7/30/22
Construction completion and closeout.					1/31/25
Program funds fully disbursed.					7/31/25
<i>Have all milestone dates been entered above?</i>					Yes

HOPE SF Potrero Block B Transportation Related Amenities (TRA) Sources and Uses Budget PIN 45304

If proposing multiple distinct TRA Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will autosum at the bottom. The sum will be used to determine the total TRA funds requested and cost cap.												
Cost Category	ALL FUNDING SOURCES											Comments
	AHSC TRA Grant	Eastern Neighborhoods Developers	0	0	0	0	0	0	0	0	Sources Total	
TRA BUDGET #1 - Minnesota Grove Extension												
Environmental review/studies												\$0
Plan Specification and Estimates	\$137,000	\$36,500										\$173,500
Right of way support costs												\$0
Site or right of way acquisition for Cap. Improvement Project												\$0
Other Soft Costs (Specify): Construction Management	\$183,000	\$48,500										\$231,500
Other Soft Costs (Specify):												\$0
Other Soft Costs (Specify):												\$0
Other Soft Costs (Specify):												\$0
Total Soft Costs	\$320,000	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$405,000
Clearing and Grubbing												\$0
Demolition	\$50,000											\$50,000
Grading	\$50,000											\$50,000
Soil Stabilization (Lime, etc.)												\$0
Erosion/Weed Control												\$0
Dewatering												\$0
Other Site Preparation (Specify):												\$0
Total Site Preparation	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Sanitary Sewer												\$0
Irrigation	\$140,000											\$140,000
Storm Drain	\$140,000											\$140,000
Detention Basin/Culverts	\$140,000											\$140,000
Other Site Utilities (Specify):												\$0
Total Site Utilities	\$420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$420,000
Aggregate Base												\$0
Asphalt Pavement												\$0
Sidewalk, Curb and Gutter		\$315,000										\$315,000
Street Lights												\$0
Striping/Barricades (Bicycle Facilities)												\$0
Signage	\$30,000											\$30,000
Crossing and Traffic Signals												\$0
Roundabouts, median islands or curb extensions												\$0
Other traffic calming surface improvements												\$0
Other Street Improvements (Specify): Pedestrian Lighting	\$170,000											\$170,000
Total Complete Streets Improvements - Construction	\$200,000	\$315,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$515,000
Striping/Barricades (for dedicated bus lanes)												\$0
Sidewalk, Curb, and Gutter												\$0
Street Lights												\$0
Signage												\$0
Signaling Prioritization Technology												\$0
Boarding infrastructure												\$0
Seating/Benches												\$0
Bus/Transit Shelters												\$0
Other ITS Technology												\$0
Other Transit Station or Stop (Specify):												\$0
Other Transit Station or Stop (Specify):												\$0
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Street Trees	\$100,000											\$100,000
Bioswales												\$0
Landscaping	\$100,000											\$100,000
Other Urban Greening (Specify):												\$0
Other Urban Greening (Specify):												\$0
Total Urban Greening	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Street Furniture	\$240,000											\$240,000
Bicycle Repair Kiosks												\$0
Bicycle Storage or Parking												\$0
Drinking Fountains												\$0
Other Amenities (Specify): Furnishings	\$20,000											\$20,000
Other Amenities (Specify):												\$0
Total Amenities	\$260,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$260,000
Provide Name of Impact Fee												\$0
Provide Name of Impact Fee												\$0

HOPE SF Potrero Block B Transportation Related Amenities (TRA) Sources and Uses Budget PIN 45304

If proposing multiple distinct TRA Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will autosum at the bottom. The sum will be used to determine the total TRA funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES											Comments	
	AHSC TRA Grant	Eastern Neighborhoods Developers	0	0	0	0	0	0	0	0	Sources Total		
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Other Activity Costs (Specify):											\$0		
Other Activity Costs (Specify):											\$0		
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Employee Reporting											\$0		
Vehicles											\$0		
Other Capital Costs (Specify):											\$0		
Other Capital Costs (Specify):											\$0		
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Total TRA #1 Budgeted Project Costs	\$1,500,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000	
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>													
TRA BUDGET #2 -													
Environmental review/studies												\$0	
Plan Specification and Estimates												\$0	
Right of way support costs												\$0	
Site or right of way acquisition for Cap. Improvement Project												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing												\$0	
Demolition												\$0	
Grading												\$0	
Soil Stabilization (Lime, etc.)												\$0	
Erosion/Weed Control												\$0	
Dewatering												\$0	
Other Site Preparation (Specify):												\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer												\$0	
Irrigation												\$0	
Storm Drain												\$0	
Detention Basin/Culverts												\$0	
Other Site Utilities (Specify):												\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base												\$0	
Asphalt Pavement												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Striping/Barricades (Bicycle Facilities)												\$0	
Signage												\$0	
Crossing and Traffic Signals												\$0	
Roundabouts, median islands or curb extensions												\$0	
Other traffic calming surface improvements												\$0	
Other Street Improvements (Specify):												\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)												\$0	
Sidewalk, Curb, and Gutter												\$0	
Street Lights												\$0	
Signage												\$0	
Signaling Prioritization Technology												\$0	
Boarding infrastructure												\$0	
Seating/Benches												\$0	
Bus/Transit Shelters												\$0	
Other ITS Technology												\$0	
Other Transit Station or Stop (Specify):												\$0	
Other Transit Station or Stop (Specify):												\$0	
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Trees												\$0	
Bioswales												\$0	

HOPE SF Potrero Block B Transportation Related Amenities (TRA) Sources and Uses Budget PIN 45304

If proposing multiple distinct TRA Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will autosum at the bottom. The sum will be used to determine the total TRA funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES											Comments
	AHSC TRA Grant	Eastern Neighborhoods Developers	0	0	0	0	0	0	0	0	Sources Total	
Landscaping											\$0	
Other Urban Greening (Specify):											\$0	
Other Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Furniture											\$0	
Bicycle Repair Kiosks											\$0	
Bicycle Storage or Parking											\$0	
Drinking Fountains											\$0	
Other Amenities (Specify):											\$0	
Other Amenities (Specify):											\$0	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Reporting											\$0	
Vehicles											\$0	
Other Capital Costs (Specify):											\$0	
Other Capital Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA #2 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>												
TRA BUDGET #3 -												
Environmental review/studies											\$0	
Plan Specification and Estimates											\$0	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing											\$0	
Demolition											\$0	
Grading											\$0	
Soil Stabilization (Lime, etc.)											\$0	
Erosion/Weed Control											\$0	
Dewatering											\$0	
Other Site Preparation (Specify):											\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer											\$0	
Irrigation											\$0	
Storm Drain											\$0	
Detention Basin/Culverts											\$0	
Other Site Utilities (Specify):											\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base											\$0	
Asphalt Pavement											\$0	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Striping/Barricades (Bicycle Facilities)											\$0	
Signage											\$0	
Crossing and Traffic Signals											\$0	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)											\$0	

HOPE SF Potrero Block B Transportation Related Amenities (TRA) Sources and Uses Budget PIN 45304

If proposing multiple distinct TRA Capital Projects, provide detail for each Project in separate budgets below. Amounts from each budget will autosum at the bottom. The sum will be used to determine the total TRA funds requested and cost cap.

Cost Category	ALL FUNDING SOURCES										Sources Total	Comments
	AHSC TRA Grant	Eastern Neighborhoods Developers	0	0	0	0	0	0	0	0		
Sidewalk, Curb, and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Other ITS Technology											\$0	
Other Transit Station or Stop (Specify):											\$0	
Other Transit Station or Stop (Specify):											\$0	
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Trees											\$0	
Bioswales											\$0	
Landscaping											\$0	
Other Urban Greening (Specify):											\$0	
Other Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Furniture											\$0	
Bicycle Repair Kiosks											\$0	
Bicycle Storage or Parking											\$0	
Drinking Fountains											\$0	
Other Amenities (Specify):											\$0	
Other Amenities (Specify):											\$0	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Reporting											\$0	
Vehicles											\$0	
Other Capital Costs (Specify):											\$0	
Other Capital Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA #3 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>												
TOTAL TRANSPORTATION RELATED AMENITIES (TRA) BUDGET												
Total Soft Costs	\$320,000	\$85,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$405,000
Total Site Preparation	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
Total Site Utilities	\$420,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$420,000
Total Complete Streets Improvements - Construction	\$200,000	\$315,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$515,000
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Urban Greening	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Total Amenities	\$260,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$260,000
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total TRA Budgeted Project Costs	\$1,500,000	\$400,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,900,000

HOPE SF Potrero Block B Programs (PGM) PIN 45304

PGM Project Summary §103(b)(1)

Programs include education, outreach and training programs for Active Transportation or transit ridership; air pollution exposure reduction; workforce development partnerships; and outreach, education, and subsidy to low-income residents for ZEV car sharing.

Answer all 3 areas for each program, see cell comments		Program Description	Address	City	Zip	County	Lat.	Log.
PGM #1	Active Transportation	SF Potrero Block B project will provide, at no charge, one monthly transit pass to all units restricted to 60% AMI or less—totaling 156 units. The transit passes will be provided monthly for 3 years per the threshold in Section 106(a)(4) of the AHSC guidelines. Each transit pass is currently valued at \$81.00 per month although the project will be purchasing SFTMA's Clipper Card "M" Pass as a bulk discount through SFMTA at a monthly cost of \$40 per pass.	1845 25th Street	San Francisco	94107	San Francisco	37.752352	-122.396955
PGM #2	Active Transportation	The Walking School Bus is a community oriented project designed to give kids a jump start to academic success. The idea is simple: Walk with your friends to and from school. The benefits are numerous: Kids are more likely to arrive at school on time and early enough to eat school breakfast, not to mention the health benefits of a walk through Potrero's steep terrain. In Potrero Terrace & Annex, 1 in 4 students are chronically absent and 67% are truant, missing more than 30 minutes of instruction 3 or more times during the school year. Couple that with the fact that fewer children are walking to school while childhood	1845 25th Street	San Francisco	94107	San Francisco	37.752352	-122.396955
PGM #3								

PGM Eligible Costs §103(b) and Ineligible Costs §103(c) - eligible costs may include operational costs for programs for the term of the grant (3 years)

(1) Program Costs in Project include: Expansion of existing programs to serve new populations or offer new program service and implementation
 Please briefly describe how the Program Operator will sustain the Program beyond the term of the AHSC standard agreement and funds.
 BRIDGE will sustain the Walking School Bus program for at least 3-years beyond the term of the AHSC standard agreement and funds. The funding will come from BRIDGE.

	Budgeted	Cost Cap	Overage	
(2) Total grant amount for Program Costs within a Project Area cannot exceed 30% of the funding request for the overall Project up to \$500,000.	\$329,178	\$500,000	\$0	Ok

§103(c) We certify the AHSC PGM funded costs do not include any of the following ineligible costs:
 (1) Costs are not eligible if there is another feasible, available source of committed funding for STI portion thereof to be funded by AHSC or if cost is incurred prior to AHSC award;
 (2) Routine maintenance or operations of transportation infrastructure including the general transit fleet not including AHSC funded transit service expansion;
 (3) In lieu fees for local inclusionary housing programs;
 (4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs; and
 (5) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).

PGM Threshold §106(a)

(7) PGM Enforceable Funding Commitments (EFC) See AHSC Guidelines Appendix A - Definitions for an explanation of Enforceable Funding Commitments (EFC).

# EFC	Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term (# of mos.)	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC PGM Grant	State-HCD		\$329,178					
2											
3											
4											
5											
6											
7											
8											
9											
10											
	\$0	<Total Committed Non-AHSC PGM Funds	TOTAL (must equal PGM Budget)			\$329,178					

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

FAAST File: EFC PGM1, EFC PGM2, EFC PGM3 Supporting documentation for the 0 non-AHSC PGM funding commitments. Files Uploaded? N/A

(12) Demonstrate prior experience by providing evidence of two prior PGM projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant

	PGM Past Project #1	PGM Past Project #2
Project Name	Ironhorse at Central Station	Potrero Phase 1 Development
Operating Entity	BRIDGE Housing Corporation	Young Community Developers (YCD)
Brief Description	Ironhorse at Central Station was developed by BRIDGE Housing in 2011 and provides 99 affordable family apartments. The project stands at the center of Central Station, an exciting reintegration of approximately 29 acres of unused industrial land into the surrounding residential neighborhood in West Oakland.	Potrero Phase 1 is a 72-unit affordable housing building reserved for low-income families. Completed in April 2019, the project's unit mix includes studio to three-bedroom units. Shared amenities include on-site manager's unit, laundry rooms, outdoor courtyard with barbecue pits, leasing office, and a community room. The project has a section 3 obligation to meet 30% local hire. YCD facilitated the section 3 obligations for this project.
Describe the prior experience of the Program Operator with operating similar successful programs.	AC Transit EasyPasses have been purchased annually for the property since it's construction completion in 2011. One pass is provided per unit (99 units), plus one pass is provided to a designated member of the property's Management Office (100 passes total). Passes may be utilized for unlimited usage on all AC Transit local and Transbay buses. The development is located in an AC Transit Level of Transit Service (LTS) area 4 and each discounted pass is available for approximately \$103.50 each. Passes will be provided to residents for the lifetime	YCD's expertise allowed BRIDGE to achieve a 70 percent Section 3 eligible placements, far exceeding the 30 percent goal for the Potrero 1 development. Overall, YCD placed 54 residents into jobs in construction, government, nonprofit, transportation, and other employment sectors. YCD serves as a neighborhood job center, which is part of the San Francisco Office of Economic and Workforce Development's employment network.

(22) We certify the PGM is infeasible without AHSC Program funds, and other committed funds are not and will not be supplanted by AHSC Program funds. Yes

Program Need and Readiness

Please briefly describe the proposed Program(s) Activity
 BRIDGE will provide one monthly transit pass each affordable housing unit. The Walking School Bus program encourages students at Potrero to walk together to and from school.

Who are the targeted users for the Program(s)?
 The target users are the Potrero Block B households.

What is the issue or need that the Program(s) is attempting to address, and how will it successfully address this issue or need?

HOPE SF Potrero Block B Programs (PGM) PIN 45304

The transit pass is supporting residents effort to rely more on transit and less dependent on using their car for their daily needs. The Walking School Bus is an attempt to reduce the chronic absences and truancy coupled with reducing childhood obesity.

Describe additional design challenges and development costs incurred to meet the requirements of the Program.

None.

PGM Milestones

Please provide the actual or anticipated completion date for the following performance milestones for each. If a milestone is not applicable, select "N/A"

Program Milestone Schedule	Date
Program designed.	1/31/20
Program operator identified.	1/31/20
Obtaining all enforceable funding commitments.	6/1/20
Program operations start.	1/31/25
Identification and commitment of program operator and partners.	1/31/25
Completion of a business or a work plan.	8/31/24
Identification of ongoing support for operation costs beyond grant period.	1/31/25
Program funds fully disbursed	7/30/25
<i>Have all milestone dates been entered above?</i>	

HOPE SF Potrero Block B Programs (PGM) Sources and Uses Budget PIN 45304

If proposing multiple distinct Programs, provide detail for each Program in the PGM worksheet and in separate budgets below. Amounts from each budget will autosum at the bottom. The sum will be used to determine the total PGM funds requested.

Cost Category	ALL FUNDING SOURCES							Sources Total	Comments
	AHSC PGM Grant	0	0	0	0	0	0		
PGM BUDGET #1 - Active Transportation									
Direct Staff Cost 1 (Specify)								\$0	
Direct Staff Cost 2 (Specify)								\$0	
Direct Staff Cost 3 (Specify)								\$0	
Direct Staff Cost 4 (Specify)								\$0	
Direct Staff Cost 5 (Specify)								\$0	
Total Direct Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Indirect Staff Cost (Specify)								\$0	
Other Indirect Staff Cost (Specify)								\$0	
Other Indirect Staff Cost (Specify)								\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel								\$0	
Equipment								\$0	
Transit Passes (see cell comment)	\$228,960							\$228,960	
Supplies (Specify)								\$0	
Supplies (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Total Other Capital Costs	\$228,960	\$0	\$0	\$0	\$0	\$0	\$0	\$228,960	
Total PGM #1 Budgeted Project Costs	\$228,960	\$0	\$0	\$0	\$0	\$0	\$0	\$228,960	
PGM BUDGET #2 - Active Transportation									
Direct Staff Cost 1 (Specify)	\$71,280							\$71,280	
Direct Staff Cost 2 (Specify)								\$0	
Direct Staff Cost 3 (Specify)								\$0	
Direct Staff Cost 4 (Specify)								\$0	
Direct Staff Cost 5 (Specify)								\$0	
Total Direct Staff Costs	\$71,280	\$0	\$0	\$0	\$0	\$0	\$0	\$71,280	
Other Indirect Staff Cost (Specify) Training Materials	\$1,500							\$1,500	
Other Indirect Staff Cost (Specify) Annual Conductor Training	\$1,188							\$1,188	
Other Indirect Staff Cost (Specify) Background Checks	\$1,500							\$1,500	
Total Indirect Staff Costs	\$4,188	\$0	\$0	\$0	\$0	\$0	\$0	\$4,188	
Total Staff Costs	\$75,468	\$0	\$0	\$0	\$0	\$0	\$0	\$75,468	
Travel								\$0	
Equipment								\$0	
Transit Passes (see cell comment)								\$0	
Supplies (Specify) Safety Vests	\$450							\$450	
Supplies (Specify) Afternoon snacks	\$24,300							\$24,300	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Total Other Capital Costs	\$24,750	\$0	\$0	\$0	\$0	\$0	\$0	\$24,750	
Total PGM #2 Budgeted Project Costs	\$100,218	\$0	\$0	\$0	\$0	\$0	\$0	\$100,218	
PGM BUDGET #3 -									
Direct Staff Cost 1 (Specify)								\$0	
Direct Staff Cost 2 (Specify)								\$0	
Direct Staff Cost 3 (Specify)								\$0	
Direct Staff Cost 4 (Specify)								\$0	
Direct Staff Cost 5 (Specify)								\$0	
Total Direct Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Indirect Staff Cost (Specify)								\$0	
Other Indirect Staff Cost (Specify)								\$0	
Other Indirect Staff Cost (Specify)								\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel								\$0	
Equipment								\$0	
Transit Passes (see cell comment)								\$0	
Supplies (Specify)								\$0	
Supplies (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Other Capital Costs (Specify)								\$0	
Total Other Capital Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total PGM #3 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL PROGRAM (PGM) BUDGET									
Total Direct Staff Costs	\$71,280	\$0	\$0	\$0	\$0	\$0	\$0	\$71,280	
Total Indirect Staff Costs	\$4,188	\$0	\$0	\$0	\$0	\$0	\$0	\$4,188	
Total Other Capital Costs	\$253,710	\$0	\$0	\$0	\$0	\$0	\$0	\$253,710	
Total PGM Budgeted Project Costs	\$329,178	\$0	\$0	\$0	\$0	\$0	\$0	\$329,178	

HOPE SF Potrero Block B Quantitative Policy Scoring §107 PIN 45304									
55 Points Max (points in blue shaded cells)								Total Quantitative Self Score	
Active Transportation Improvements §107(b) - 10 Points Max								9	
(1) Length of Context Sensitive Bikeways (PAM) - 2 points max									
Total length (in linear miles) of AHSC Funded Context Sensitive Bikeways (from STI Worksheet):								0.62	2
(2) Will Project link the AHD or Qualifying Transit Station or Stop to an existing bicycle network or a bicycle network identified in an official public planning document? The existing or planned bicycle network must be directly linked by a new AHSC funded Context Sensitive Bikeway that has an entry point within one quarter mile of either the AHD or Qualifying Transit Station or Stop. The existing or planned bicycle network does not have to be comprised of Context Sensitive Bikeways. - 1 point									
FAAST File:	Bicycle Network Connectivity	Identify the Project component that links the AHD or Qualifying Transit Station or Stop to a bicycle network on the Transit Service Map (from Overview worksheet). Upload the official public planning document including map showing connectivity.						File Uploaded?	Yes
(3) Barriers to safe access of bicycle routes - 2 points max (one point for each)									
Select how Project will address safe access of routes:		Reduce vehicular speed or volume near bicycle users		Improve sight distance and visibility				2	
FAAST File:	Safe Bicycle Routes	Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic conditions and traffic projections from a Public Agency; photos of existing conditions that demonstrate existing problems with the bikeway; or a letter from a Public Agency that explains the current problems with the bikeway, and how the proposed improvement will fix it.						File Uploaded?	Yes
(4) Length of Safe and Accessible Walkways (PAM) - 2 points max									
Total length (in linear feet) of STI new or replaced sidewalks and TRA sidewalks improved (from STI & TRA Worksheets):								2,524	2
(5) Pedestrian Crossing point that directly links two pedestrian networks - 1 point									
Pedestrian crossing point within the Project Area that directly links two pedestrian networks that are unlinked for one quarter mile:								none	0
FAAST File:	Pedestrian Network Connectivity	PAM - identify a pedestrian crossing point that directly links two pedestrian networks that are unlinked for one quarter mile along a walkable route.						File Uploaded?	N/A
(6) Barriers to safe access of pedestrian routes - 2 points max (one point for each)									
Select how Project will address safe access of routes:		Eliminate potential conflict points		Address other barriers that may have existed				2	
FAAST File:	Safe Pedestrian Routes	Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic conditions and traffic projections from a Public Agency; photos of existing conditions that demonstrate existing problems with the walkway; or a letter from a Public Agency that explains the current problems with the walkway, and how the proposed improvement will fix it.						File Uploaded?	Yes
Green Buildings and Renewable Energy §107(c) - 8 Points Max								3	
(1) Green Building Status - 3 points max		Construction Type (select type that gives max pts):		Residential Construction				3	
Green building status beyond mandatory green building requirements as verified by a HERS rater:								LEED Gold	
FAAST File:	Green Building Status	Provide signed letter from a HERS rater stating the green building status.						File Uploaded?	Yes
(2) Energy Grid Use Reductions as verified by a HERS rater - 5 points max									
Energy grid use reduction level, measured as total onsite energy consumption and as verified by a certified design professional:								none	
FAAST File:	Energy Grid Reductions	Provide signed letter from a HERS rater stating the energy grid reductions.						File Uploaded?	N/A
Housing and Transportation Collaboration §107(d) - 9 Points Max								7	
(1) STI Funds Requested as percentage of Total AHSC Requested - 6 points max									
AHD & HRI Requested:	\$20,000,000	STI Requested:	\$8,000,000	Total AHSC Funds Requested:	\$29,829,178	STI Funds Requested as % of Total AHSC Requested:	27%	6	
(2) TRA Funds Requested (at or not at Transit Station or Stop) as percentage of Total AHSC Requested - 2 points max									
TRA Req:	\$1,500,000	TRA (Transit Station or Stop)	\$0	Total AHSC Funds Requested:	\$29,829,178	TRA (Transit Station/Stop) Funds Req as % of Total AHSC Req:	0%	TRA Funds Requested as % of Total AHSC Requested:	5%
(3a) Funding from other Greenhouse Gas Reduction Fund (GGRF) Program, which directly benefit or contribute to Project's development - 1 point max or see (3b) below									
GGRF Program Project has received funding from:								none	
Funding Amount:								\$0	
FAAST File:	GGRF Fund Evidence	Provide proof of funding: Notice of Final award (must include amount of program funding awarded and date of award), or documentation detailing how the funds received from said Program will contribute to the development of the AHSC Project.						File Uploaded?	N/A
(3b) Within environmentally cleared High Speed Rail Station Planning Area - 1 point max									
Is Project within environmentally cleared High Speed Rail Station Planning Area?								0	
FAAST File:	High Speed Rail Area	Document Project's location within environmentally cleared High Speed Rail Station Planning Area.						File Uploaded?	N/A
Location Efficiency and Access to Destinations §107(e) - 6 Points Max								6.0	
(1) Location Efficiency - Walkability - 3 points max Enter Project address (or Project's center most point if no specific address exists) on US EPA Walkability Index to determine Walkability.									
Project address or corridor:	1845 25th St. San Francisco, CA 94107					Walkability Index:	Most Walkable		
(2) Location Efficiency to Key Destinations (PAM) - .333 points each; 3 points max (for each item below, answer Yes or No as to if these Key Destinations are within the Project Area)									
Grocery store-meets CalFresh requirements:	Yes	Licensed child care facility:	Yes	Public library:	Yes	Bank or Post Office:	Yes	3.0	
Medical clinic-accepts Medi-Cal payments:	Yes	Pharmacy:	Yes	Office park:	No	Place of Worship:	Yes		
Public elementary, middle or high school:	Yes	Park-accessible to general public:	Yes	University or junior college:	No				
Funds Leveraged §107(f) - 4 Points Max								4	
Non-AHSC Enforceable Funding Commitments (EFC):	#####	AHSC Funds Requested:	\$29,829,178	Non-AHSC EFCs as a % of AHSC Requested:	388%				
Anti-Displacement Strategies §107(g) - 5 Points Max								5	
(1) Projects that either implement strategies or programs, or are located in jurisdictions with policies, strategies or programs that currently exist to prevent the displacement of local community residents from the area surrounding the Project - 1 point per strategy - 3 points max								# of Strategies Implemented	5
Strategies Voluntarily Implemented by Applicant (select "Yes" for each strategy implemented)									
Replacement requirements or demonstration of no net loss of units on site according to affordability								Yes	
First right of return policies that include moving expenses								Yes	
Strategies in coordination with local governments or other pertinent organization to address indirect or direct displacement in neighborhoods near the proposed project (e.g., donation to community land trust, multi-lingual tenant legal counseling)								No	
Affirmative marketing strategies or plans targeting nearby neighborhoods, a Disadvantaged Community or a Low-Income Community								No	
Strategies Implemented by Local Jurisdiction (select "Yes" for each strategy implemented)									
Replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies on sites identified pursuant to Gov. Code §65583.2(g)(3)								No	
Rent stabilization programs beyond what is required by California Civil Code 1946.2								Yes	
Just cause eviction or other efforts improving tenant stability beyond what is required by California Civil Code 1946.2								No	
Replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies on sites identified pursuant to Government Code §65583.2(g)(3)								No	
Density bonus ordinances that expand on state replacement requirements								Yes	
Funding programs of at least \$1M in cumulative allocations (enter program name and type of program)	Charter Amendment - San Francisco Housing Trust Fund and Housing Production Incentive Act								
Affirmative marketing strategies and policies dedicated to the conservation and improvement of housing for lower and moderate income households - e.g.,									

HOPE SF Potrero Block B Quantitative Policy Scoring §107 PIN 45304

acquisition/rehabilitation, community land trusts, land banking, mobile home park overlay zones, single room occupancy preservation ordinances, affordable housing or commercial linkage fees. <i>(enter general description of strategy/policy)</i>		

FAAST File:	Anti-Displacement Resident	Document who is responsible for each strategy, policy, or program claimed and include either a brief explanation or a web link to the Applicant/Local Jurisdiction's implementation or requirement of the strategy, policy, or program.	File Uploaded?	Yes
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(2) Projects demonstrating policies, strategies or programs that either currently exist or will be implemented through this Project to prevent the displacement of locally-owned businesses from the area surrounding the Project. One point will be given for a policy, strategy, or program that either currently exists or is newly implemented through this Project. Two points will be given for two policies, strategies, or programs, either as one currently existing and one newly implemented through this Project, or both newly implemented through this Project. - 1 point per strategy - 2 points max	<i>Number of Existing Strategies:</i>	1	<i>Number of Newly Implemented Strategies:</i>	1	2
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	Implementation of an overlay zone to protect and assist small businesses	Existing Strategy	Establishment of a small business advocate office and single point of contact for every small business owner
	Creation and maintenance of a small business alliance	Will be Implemented	Increased visibility of the jurisdiction's small business assistance programs
	Formal program to ensure that some fraction of a jurisdiction's purchases of goods and services come from local businesses		Prioritization of Minority and Women Business Enterprises (MWBE) for public contracting

FAAST File:	Anti-Displacement Business	Document who is responsible for each strategy, policy, or program claimed and include either a brief explanation or a web link to the Applicant/Local Jurisdiction's implementation or requirement of the strategy, policy, or program.	File Uploaded?	Yes
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Prohousing Local Policies §107(h) - 2 Points Max

Applicant certifies that the Project is located in jurisdictions that meet the following Prohousing criteria (must complete the Strategy form below for each Strategy) - 1 point per strategy - 2 points max	<i># of Strategies</i>	2
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a.	Implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers.	No
b.	Adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established workforce housing opportunity zones, as defined in Gov. Code §65620, or housing sustainability districts, as defined in Gov. Code §66200.	Yes
c.	Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate 150% of the minimum regional housing needs allocation for the low income allocation in the current housing element cycle.	No
d.	Adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Gov. Code §65852.2 as follows: - Parking reductions to 0.75 or less spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Gov. Code §65852.2; - Impact fee waivers or reductions of 50% or more; - Ministerial approval in less than 60 days; - Reduction or modifications of development standards for side yard setbacks to five feet or less; - Reduction or modifications of development standards to two story heights; - Reduction or modifications of development standards to 60% lot coverage; - No minimum lot size requirement; - Provisions for affordability; or - Offering support programs such as a user-friendly website	Yes
e.	Only use objective design standards for multifamily residential development or adopt fee transparency measures, including publicly available fee calculators.	No

Select Strategy Type (from above)	Strategy Description	Enter link to source document and description of 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).
(b) Non-discretionary Approval Processes	Purpose: Ordinance amending the Planning Code to create the 100 Percent Affordable Housing and Educator Housing Streamlining Program; to allow affordable housing and affordable teacher housing in Public zoning districts; and to provide timelines for the	https://sfgov.legistar.com/View.ashx?M=F&ID=7977063&GUID=A5C7DE0C-E4A6-4C07-90FE-53F6CE0DE6E0	<ul style="list-style-type: none"> Up to 3,000 new units allowed in residential zoning districts and in public zoning districts, except on property used for parks Reducing the total number of days from up to 365 to no more than 180 days for approval from the Planning Department, due to the Planning Department 's authority to administratively approve 100% Affordable and Educator Housing projects, without review by the Planning Commission.
(d) Accessory Dwelling Units (ADU)	Strategy: Planning, Administrative Codes - Construction of Accessory Dwelling Units Purpose: Ordinance amending the Planning Code to allow the construction of Accessory 4 Dwelling Units (ADUs, also known as Secondary or In-Law Units) on all lots in the	https://sfplanning.org/accessory-dwelling-units#about and https://sfdbi.org/adu	<ul style="list-style-type: none"> Simplify the permit process to expedite the backlog of 900 applications. Legitimize over 340 unwarranted units to allow for rent control protections.

Local Workforce Development & Hiring Practices §107(i) - 2 Points

(1) Projects that implement at least one workforce development strategy - 2 points, <i>Projects in which every AHSC project component cannot legally implement local hire or workforce development strategies must include an explanation detailing these barriers in order to receive full points.</i>	<i># of Strategies</i>	2
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Establishing a partnership with a community-based workforce development and job training entities that have a track record of success serving disadvantaged populations and/or have demonstrated a high job placement rate among trainees from disadvantaged communities	No
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HOPE SF Potrero Block B Quantitative Policy Scoring §107 PIN 45304

Partnerships with pre-apprenticeship programs, state certified community conservation corps programs, "earn-while-you-learn" programs, YouthBuild programs, and/or registered apprenticeship programs that lead to industry recognized credentials, certifications and/or references for long term employment and that have a track record of success in serving low income residents				No						
Partnerships with local Workforce Investment Board programs serving disadvantaged populations or individuals with barriers to employment				No						
Projects that have developed project labor, community workforce, or high-road agreements with targeted local hire specifications OR that are located in jurisdictions with local hire ordinances that directly apply to the proposed project				Yes						
FAAST File:	Workforce Development	Document which Applicant is responsible for the workforce development or hiring practice and include the name of the organization(s) they are partnering with, the demographic data on the population they serve, and a written agreement that details the partnership strategy or policy undertaken.	File Uploaded?	Yes						
Housing Affordability §107(j) - 5 Points Max				5						
Total AHD Units Restricted to Extremely Low Income (ELI) Households:	49	Total AHD Units:	157	ELI Restricted AHD Units as a % of Total AHD Units:	31%					
Programs §107(k) - 2 Points Max				2						
(1) AHSC Funded Eligible Program - 1 point										
Proposed Eligible Program:	Active Transportation Programs			1						
(2) Applicant Provided Program Documentation - 1 point (if Yes attach FAAST documentation)										
Program Operator will sustain the program beyond the term of the AHSC Program grant (three years)?				Yes	1					
FAAST File:	Program Continuation	Document showing how the Program Operator will sustain the program beyond the term of the AHSC Program grant (three years).	File Uploaded?	Yes						
Urban Greening §107(l) - 2 Points Max				2						
Urban Greening costs:	AHD:	\$0	HRI:	\$0	STI:	\$0	TRA:	\$200,000	Total Urban Green Costs:	\$200,000

HOPE SF Potrero Block B Narrative-Based Scoring §107(m)(n)(o)(p) - 15 Points Max PIN 45304

For this section, applicants must include a PDF attachment of a write-up that addresses the following questions and prompts below and in the Guidelines. Please include the bolded headers listed below for each section of the write-up; the questions should not be re-stated in the write-up. The total write-up may not exceed six pages, not including required documentation, 11 point font minimum. Ensure that all relevant information for each section is included either in the response for that section, or the required documentation for that section.

FAAST File:	Narrative	Provide a response to each prompt listed below. Each prompt is designated by *Narrative. The responses must be uploaded as a PDF and must not exceed 6 pages. See Narrative Scoring Rubric document for guidance in completing Narratives.	File Uploaded?	Yes
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Collaboration & Planning - §107(m) - 4 Points

4

(1) Local Planning Efforts *Narrative

Identify what local planning efforts the project implements, and if applicable, describe what particular components of the project are derived from a local plan. Explain how local government agencies were involved in the process of creating the project. Refer to Section 107(m)(1) of the Guidelines for further guidance.

FAAST File:	Local Planning Efforts	Indicate the applicable section or elements of the local planning document Project will implement.	File Uploaded?	Yes
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(2) Housing and Transportation Collaboration *Narrative

Describe the relationship between the joint-applicants or partners that worked together to create the proposed AHSC project. Explain the process involved in coming together to create a larger version for the Project Area (**PAM**). Describe the integration of housing, transportation, and urban greening infrastructure components in creating a cohesive Project.

FAAST File:	Site Plan & Project Map	Provide a site plan and project area map (or context plan) detailing housing and transportation collaboration.	File Uploaded?	Yes
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Community Benefits & Engagement - §107(n) - 6 Points

6

(1) Community Engagement and Leadership *Narrative

Describe how community-based organizations and local residents have been meaningfully involved in the visioning and development of this project. Explain in which stage(s) of the process community members and CBOs have been and will be engaged. Describe efforts to involve Disadvantaged and/or Low-Income Community residents, including how meetings were advertised and made accessible.

FAAST File:	Community Tracker	Provide a completed AHSC Round 5 Community Engagement Tracker	File Uploaded?	Yes
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(2) Addressing Community Needs *Narrative

Demonstrate how the proposed AHSC project meets one or more identified community needs, articulating how these needs were identified (e.g. through the community engagement process, a local needs assessment, as part of a local health department plan or other city/county plan, etc.). Address community needs beyond the provisions of housing and transportation. For projects located in a **Disadvantaged Community** or **Low-Income Community**, applicants are also encouraged to cite top burdens from their CalEnviroScreen 3.0 score as community needs that their projects will address.

FAAST File:	Community Needs	Letter of support from local community-based, grassroots organization describing the community engagement process and how feedback from local residents was incorporated into the project.	File Uploaded?	Yes
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Community Climate Resiliency - §107(o) - 3 Points

3

(1) Climate Adaptation Assessment Matrix

Fill out the Climate Adaptation Assessment Matrix (link below) with climate projections for the listed impacts and with technical descriptions of adaptive measures to be employed. If the project is considering climate projections from data sources besides those listed below, state where the data are from and if they use different assumptions (e.g. time horizon).

FAAST File:	Climate Matrix	AHSC Round 5 Climate Adaptation Assessment Matrix	File Uploaded?	Yes
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(2) Climate Adaptation *Narrative

Describe how the risk posed from changing climate conditions will be reduced by strategies listed in the Climate Adaptation Assessment Matrix. Consider the lifetime of Project elements, risks posed by changing climate conditions, and consequences of those risks (impacts to occupant health and safety, structural integrity, heating and cooling systems, etc.). If your local city or county has added adaptation measures to the General Plan or other local planning documents, describe how the Project conforms to the implementation of that plan (Government Code section 65302(g)(4)), requires cities and counties to incorporate climate considerations in the Safety Element of the General Plan or other local plan or document by January 1, 2022). Separate responses according to climate impacts.

Community Air Pollution Exposure Mitigation §107(p) - 2 Points Max

2

(1) Air Pollution Exposure Mitigation Strategies *Narrative

Air Pollution Exposure Mitigation Strategies: Identify pollutants of concern and/or known sources of pollution affecting the Project Area. Report the PM2.5, Diesel PM, Toxic Releases to Air, and Traffic Density percentiles as described in CalEnviroScreen 3.0 for the census tract in which the project will be sited.* Describe how air pollution mitigation strategies are utilized in the design of the Project, how they were selected, and how they address pollution sources.

AHSC Round 5 Document Checklist

AHSC - Supplemental Application Workbook			
Overview TAB		Submitted	Comments
FAAST File:		Submitted	Comments
AB 1550		n/a	
Project Area Map		Yes	
Transit Service Map		Yes	
Transit Service Schedule		Yes	
MPO Support Doc		Yes	
SCS or Equiv Regional Plan		Yes	
Reloc Plan		Yes	
Hsng Element Letter		Yes	
Indian Tribe		n/a	
STI TRA Agrmnt		n/a	Co-Applicant is City of SF
Applicant Documents (if more than two applicants continue attachements as App3, App4, and App5)			
App1 Cert & Legal		Yes	
App2 Cert & Legal		Yes	
App1 Reso		Yes	
App2 Reso		Yes	
Resolutions***			
1. Entity Name (identity of the contracting party or borrower) and Entity Type (corporation, non-profit, for-profit, LLC, etc.).			
2. Name & Title of Signatory(ies)**** NOTE: Name and title of authorized signatory(ies) is preferred. In instances pertaining to municipalities/jurisdictions/transit agencies (when title is acceptable), supporting documentation evidencing the individual who currently holds the position must be provided.			
3. NOFA Date.			
4. Language authorizing Signatory(ies) to sign Standard Agreement.			
5. Amendment Provision included.			
6. Aggregate dollar amount (should be equal to or greater than the requested/award amount), Loan Amount, and Grant amount, each to be listed in			
7. Person attesting validity of resolution (must be someone other than person authorized to sign Standard Agreement).			
8. The meeting date authorizing resolution.			
9. All votes taken at meeting authorizing resolution (ayes, no's, absent, vacant).			
10. Project name as it appears on AHSC application.			
* The General Partner and Limited Partner who are members of the Limited Partnership will also need to submit applicable organizational documents based on the type of entity they are.			
** Organizational documents for the manager of the LLC if an entity other than an individual.			
*** These are minimum requirements for a resolution. Updates can be requested once a review is completed.			
**** Ensure when identifying the Signatory(ies), if more than one is listed, that "and" or "or" is defined for individuals required to sign.			
App1 OrgDoc1		Yes	
App2 OrgDoc1		Yes	
Applicant Organizational Documents (submit documentation for each as App1, App2, etc..)			
Entity Type		Submitted	Comments
Limited Partnership (L.P.)*		FAAST File:	Submitted
Certificate of Limited Partnership (LP-1)		App1 OrgDoc1	n/a
LP-2 (IF Applicable)		App1 OrgDoc2	n/a
Loan Authorization		App1 OrgDoc3	n/a

AHSC Round 5 Document Checklist

Certificate of Limited Partnership	App1 OrgDoc4	n/a	
Certificate of Standing from Secretary of State	App1 OrgDoc5	n/a	
Limited Partnership Agreement	App1 OrgDoc6	n/a	
All Amendments to Limited Partnership Agreement	App1 OrgDoc7	n/a	
Corporations	FAAST File:	Submitted	Comments
Articles of Incorporation, with all amendments	App1 OrgDoc1	Yes	
By-Laws, with all amendments	App1 OrgDoc2	Yes	
Certificate of Status from Secretary of State	App1 OrgDoc3	Yes	
Evidence of tax-exempt status from FTB	App1 OrgDoc4	Yes	
Evidence of tax-exempt status from IRS	App1 OrgDoc5	Yes	
Limited Liability Company (LLC)**	FAAST File:	Submitted	Comments
LLC-1	App1 OrgDoc1	n/a	
Articles of Organization, with all amendments	App1 OrgDoc2	n/a	
Operating Agreement, with all amendments	App1 OrgDoc3	n/a	
Certificate of Status from Secretary of State	App1 OrgDoc4	n/a	
FAAST File:			
App1 OrgChart		Yes	
App2 OrgChart		Yes	
App1 Signature Block		Yes	
App2 Signature Block		Yes	
App1 Payee Data or TIN		Yes	
App2 Payee Data or TIN		Yes	
Development Team Documents			
Owner/Borrower Entity**	FAAST File:	Submitted	Comments
Certification & Legal Disclosure (wet signature required)	Owner Cert & Legal	Yes	
Resolutions	Owner Reso	Yes	
Organizational Documents (see above)	Owner OrgDoc	Yes	
Organizational Chart	Owner OrgChart	Yes	
Signature Block	Owner Signature Block	Yes	
Payee Data Record (STD 204) (wet signature required)	Owner Payee Data	Yes	
Managing General Partner**	FAAST File:	Submitted	Comments
Certification & Legal Disclosure (wet signature required)	MGP Cert & Legal	Yes	
Resolutions	MGP Reso	Yes	
Organizational Documents (see above)	MGP OrgDoc	Yes	
Organizational Chart	MGP OrgChart	Yes	

AHSC Round 5 Document Checklist

Signature Block	MGP Signature Block	Yes	
Payee Data Record (STD 204) (wet signature required)	MGP Payee Data or TIN	Yes	
Administrative General Partner #1**	FAAST File:	Submitted	Comments
Certification & Legal Disclosure (wet signature required)	AGP Cert & Legal	n/a	
Resolutions	AGP Reso	n/a	
Organizational Documents (see above)	AGP OrgDoc	n/a	
Organizational Chart	AGP OrgChart	n/a	
Signature Block	AGP Signature Block	n/a	
Payee Data Record (STD 204) (wet signature required)	AGP Payee Data or TIN	n/a	
Administrative General Partner #2**	FAAST File:	Submitted	Comments
Certification & Legal Disclosure (wet signature required)	AGP2 Cert & Legal	n/a	
Resolutions	AGP2 Reso	n/a	
Organizational Documents (see above)	AGP2 OrgDoc	n/a	
Organizational Chart	AGP2 OrgChart	n/a	
Signature Block	AGP2 Signature Block	n/a	
Payee Data Record (STD 204) (wet signature required)	AGP2 Payee Data or TIN	n/a	
AHD-HRI TAB			
FAAST File:		Submitted	Comments
Net Density Verification		Yes	
Cap Improvements Req		n/a	
SFH Lease Addendum		No	Will be submitted prior to closing
AHD Environmental		Yes	
AHD Auth to Use Grant Funds		Yes	
AHD Market Study		Yes	
AHD Site Control		Yes	
AHD Preliminary Title Report		Yes	
Past Exp AHD1 (submit documentation for each as AHD1, AHD2, etc..)		Yes	
AHD No Ag		Yes	
AHD Ag Infill		n/a	
HRI Environmental		n/a	
HRI Auth to Use Grant Funds		n/a	
HRI Market Study		n/a	
HRI Site Control		n/a	
Past Exp HRI1 (submit documentation for each as HRI1, HRI2, etc..)		n/a	

AHSC Round 5 Document Checklist

HRI No Ag	n/a	
HRI Ag Infill	n/a	
HRI Local Approvals	n/a	
Article XXXIV Attorney Opinion	Yes	
Article XXXIV Authority	Yes	
Tax Credit Reservation	n/a	
AHD-HRI Dev Sources TAB		
FAAST File:	Submitted	Comments
EFC AHD HRI1 (submit documentation for each as HRI1, HRI2, etc..)	Yes	
AHD Units & Max Funds TAB		
FAAST File:	Submitted	Comments
Utility Allowance (substantiate amount used per local housing authority)	Yes	
STI TAB		
FAAST File:	Submitted	Comments
STI Cap Project Cost	n/a	
EFC STI1 (submit documentation for each as STI1, STI2, etc..)	Yes	Only for STI2
STI Environmental	Yes	
STI Auth to Use Grant Funds	n/a	
STI Site Control	Yes	
Past Exp STI1 (submit documentation for each as STI1, STI2, etc..)	Yes	Only for Bridge as it's a not a public agency
STI No Ag	Yes	
STI Ag Infill	n/a	
STI Local Approvals	Yes	
TRA TAB		
FAAST File:	Submitted	Comments
TRA Cap Project Cost	Yes	
EFC TRA1 (submit documentation for each as TRA1, TRA2, etc..)	Yes	
TRA Environmental	n/a	
TRA Auth to Use Grant Funds	n/a	
TRA Site Control	Yes	
Past Exp TRA1 (submit documentation for each as TRA1, TRA2, etc..)	n/a	
TRA No Ag	Yes	
TRA Ag Infill	n/a	
TRA Local Approvals	Yes	
PGM TAB		
FAAST File:	Submitted	Comments
EFC PGM1 (submit documentation for each as PGM1, PGM2, etc..)	Yes	

AHSC Round 5 Document Checklist

Quantitative Policy TAB		Submitted	Comments
FAAST File:			
Bicycle Network Connectivity		Yes	
Safe Bicycle Routes		Yes	
Pedestrian Network Connectivity		Yes	
Safe Pedestrian Routes		Yes	
Green Building Status		Yes	
Energy Grid reductions		n/a	
GGRF Fund Evidence		n/a	
High Speed Rail Area		n/a	
Anti-Displacement Resident		Yes	
Anti-Displacement Business		Yes	
Workforce Development		Yes	
Program Continuation		Yes	
Narrative-Based Policy TAB		Submitted	Comments
FAAST File:			
Narrative		Yes	Narrative includes local planning documents' objectives for implementation.
Local Planning Efforts		Yes	Pro Housing policies
Site Plan & Project Map		Yes	
Community Tracker		Yes	
Community Needs		Yes	
Climate Matrix		Yes	
GHG & Co-Benefits Quantification		Submitted	Comments
Description	FAAST File:		
Completed AHSC Benefits Calculator Tool, with worksheets applicable to the project and all fields in the GHG Summary and Co-benefits Summary tabs populated. Click here for instructional video.	GHG Benefits Calculator Tool	Yes	
Documentation of affordable housing development inputs, including the following: - Number and type of dwelling units; - Number of affordable unit (per Guidelines definition); - Number of stories; and - Net density	GHG Affordable Housing	Yes	
Map documenting distance to central business district, determined using the CARB tool available at: www.arb.ca.gov/cc/capandtrade/auctionproceeds/kml/jobcentermap.htm	GHG Distance to CBD	Yes	
Documentation of mixed-use development inputs, including proposed uses and total areas of each type of space	GHG Mixed-Used Development	Yes	
Documentation of parking inputs, including the following: - Number of residential parking spaces; and - Calculations of unbundled monthly parking cost and on-street parking price increase	GHG Parking	Yes	

AHSC Round 5 Document Checklist

Documentation of transit subsidy program, including the following: - Number of dwelling units to receive transit subsidies; - Type and annual value of transit subsidies to residents; and - Number of years for which subsidies will be funded	GHG Transit Subsidy	Yes	
Project area map documenting the following: - Type and location of traffic calming measures; - Type, location, and length of bicycle and pedestrian facilities; and - Key destinations in ¼ and ½ mile buffers around each bicycle and pedestrian facility	GHG Project Area Map	Yes	
Documentation of average daily traffic for the street parallel to each proposed bicycle or pedestrian facility	GHG Average Daily Traffic	Yes	
Letter from bike share partner (on bike share organization letterhead and signed by bike share organization staff) documenting the following: - Calculations of number of bike share trips per year, bicycle energy use, and avg. cost per trip	GHG Bike Share	n/a	
Letter from transit agency partner (on transit agency letterhead and signed by transit agency staff) documenting the following for each new or expanded service or capital improvement: - Type of service, vehicle, fuel, and engine; - Days of operation; - Adjustment factor and length of average auto trip reduced, if different from default; - Tolls avoided & parking costs at transit facility; & - Calculations of increase in ridership & vehicle miles traveled or fuel consumption of transit vehicle	GHG Transit Component <i>(Submit documentation for each new or expanded service or capital improvement and number according to order on Transit Inputs tab)</i>	n/a	
Map documenting new or expanded transit routes or capital improvements	GHG Transit Map	n/a	
PVWatts Calculator results spreadsheet, generated via pvwatts.nrel.gov/	GHG PVWatts Results	Yes	
Documentation of solar PV system, including the following: - Number of solar PV panels; - Watts per panel; and - Size of any solar PV system required for the project by code	GHG Solar PV System	n/a	

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 20-AHSC-14698

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME
BRIDGE Housing Corporation, and City and County of San Francisco

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2041

3. The maximum amount of this Agreement is:
\$9,829,178.00

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	11
Exhibit B	Budget Detail and Payment Provisions	7
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	AHSC Program Terms and Conditions	18
Exhibit E	Special Conditions	1
TOTAL NUMBER OF PAGES ATTACHED		37

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

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

CONTRACTOR

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

See Attached

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

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

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

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

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

CONTRACTOR

BRIDGE Housing Corporation

a California nonprofit public benefit corporation

By: _____ Date: _____

Kim McKay
Executive Vice President

Address:

600 California Street, Suite 900
San Francisco, CA 94108

City and County of San Francisco

a municipal corporation acting by and through the Mayor's Office of Housing and Community Development

By: _____ Date: _____

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

Address:

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

Prep Date: 04/08/2022

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

This Standard Agreement, STD 213, (hereinafter “Agreement”) is the result of the Recipient’s application (“Application”) for funding under the Affordable Housing and Sustainable Communities (“AHSC”) Program (“Program”) pursuant to:

- A. Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Program Guidelines dated October 31, 2019 (“Guidelines”), issued by the State of California, Strategic Growth Council (“SGC”) and as may be amended from time to time; and
- C. The Program’s Notice of Funding Availability (“NOFA”) issued by the Department Housing and Community Development (“Department” or “HCD”), is dated November 1, 2019.

The Application, and the Project Report dated 6/25/2020 (the “Project Report”) including all representations made therein, are hereby incorporated in this Agreement by this reference.

The Guidelines and the NOFA are available on the Program Web site at:

http://sgc.ca.gov/programs/ahsc/docs/20191209-FINAL_AHSC_Round_5_FY18-19_Guidelines_Amended_12.9.19.pdf

By entering into this Agreement and thereby accepting the award of Program grant funds (“Grant”), the Recipient agrees to comply with applicable statutory law, Guidelines, the NOFA, and this Agreement, to abide by the representations made in the Application, and the terms and conditions of the Disbursement Agreement, which is more particularly described in Exhibit B, attached hereto.

2. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, and page 1 of this Exhibit A, in addition:

“Affordable Housing Development” refers to the residential rental Affordable Housing

EXHIBIT A

Development described in the Application providing the affordable housing units, as described therein, in consideration of that portion of the Grant. The Affordable Housing Development shall meet all the criteria for an eligible project as set forth Section 103(a)(1) of the Guidelines.

“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 1 to this Agreement (STD 213). 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.

Any reference to a specific “Section” or “section” of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated October 29, 2019. Notwithstanding, if and when the Department amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

3. Scope of Work

The Scope of Work (“Work”) for this Agreement shall consist of one or more of the following categories, by or on behalf of the Recipient, within the Program Project Area as detailed in this Exhibit A and the Project Report:

Included (“X”)	Grant Award Categories
X	Housing-Related Infrastructure (HRI)
X	Program Costs (PGM)
X	Sustainable Transportation Infrastructure (STI)
X	Transportation-Related Amenities (TRA)

EXHIBIT A

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 hereto. At the request of the Department, Recipient shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items listed in the Project Report for which the Recipient's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application and the reductions or cancellation of the amount of the grant award, require repayments of any disbursed Program funds and the disencumbrance of Program funds awarded.

Location of Housing Development (APN, address, parcel map, specific plan or similar reference) City and County		HOPE SF Potrero Block B 1825 25th Street San Francisco, CA 94107 San Francisco County APN: 4285B-001		
Enter the number of units by bedroom size and income level.				
# of Bedrooms	# of Project Units	AHSC Assisted Units* (Affordable Housing Development)	Income Limit (% of AMI)	TOTAL RESTRICTED UNITS**
1	11	10	30%	11
2	19	6	30%	19
3	15	5	30%	15
4	4	4	30%	4
1	19	7	50%	19
2	24	15	50%	24
3	25	15	50%	25
4	4	2	50%	4
1	10	8	60%	10

EXHIBIT A

2	10	4	60%	10
3	11	2	60%	11
4	3	1	60%	3
2	1	0	Manager	0
3	1	0	Manager	0
Total Project Units	157	79		155

A. HRI

The Scope of Work for this Agreement for Housing-Related Infrastructure (“HRI Work”) shall consist of the following:

N/A

The Affordable Housing Development and housing as designated in the Application that is supported by the HRI Work, and which is to be developed and constructed by the Recipient, or other developer, contains the following unit mix.

* Rental Affordable Housing Developments must include at least 20 percent of the total residential units as Affordable Units with an overall Project average affordability of all Restricted Units within the Project no greater than 50 percent represented by Area Median Income (AMI).

**Total Restricted units include all units restricted by AHSC and the Tax Credit Allocation Committee (TCAC). The Grant amount was calculated based on the number of Total Restricted Units.

The HRI Work is necessary for the development of the Affordable Housing Development. The Recipient is responsible for and shall ensure the completion of the HRI Work and the completion and occupancy of the Housing Development in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all HRI Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the HRI Work shall be submitted in writing for review

EXHIBIT A

and approval by the Department and shall require an amendment to this Agreement.

B. Program Costs

The Scope of Work for this Agreement for Program (PGM) Costs (“PGM Work”), shall consist of the following:

Recipient shall provide one monthly transit pass to all units restricted to 60% AMI or less for a total of 156 units, the passes will be provided monthly for 3 years. The Walking School Bus program to insure children arrive to school daily in a timely manner, safely and with a focus on reducing childhood obesity.

The Recipient is responsible for and shall ensure the completion of the PGM Work associated with the Program Costs in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all PGM Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the PGM Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

C. Sustainable Transportation Infrastructure

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure (“STI Work”) shall consist of the following:

Recipient will provide the Cesar Chavez/Bayshore/Potrero intersection improvement project, a protected bikeway between Pennsylvania and Illinois, in both directions. Improved transit operations and traffic safety on Folsom and Howard Streets, improving transit performance of 5 Muni routes with transit boarding islands, red transit only lanes, new traffic signals, improved curb management and removal of existing transit/bike conflicts, along with 2,524 linear feet of new sidewalks.

The Recipient is responsible for and shall ensure the completion of the STI Work in accordance with Program requirements, the Application, and the criteria set forth in the Project Report. The Department reserves the right to review and approve all STI Work to be performed by the Recipient in relation to this Agreement. Any revision to the STI Work shall be submitted in writing for review

EXHIBIT A

and approval by the Department and shall require an amendment to this Agreement.

D. Transportation-Related Amenities

The Scope of Work for this Agreement for Transportation-Related Amenities (“TRA Work”) shall consist of the following:

TRA Work includes the extension of Minnesota Grove a street park along the east side of Minnesota Street, between 24th and 25th Streets. The project will consist of landscaping, street trees, seating, pedestrian lighting and green infrastructure.

The Recipient is responsible for and shall ensure the completion of the TRA Work in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all TRA Work to be performed by the Recipient in relation to this Agreement. Any revision to the TRA Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

4. Criteria Applicability

Based on the points awarded to its Application, Recipient assures the Department of the existence of the following criteria of Section 107:

Guideline Reference		Affordable Developments and Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation-Related Amenities	Program Creation	Program Expansion
		Capital Projects			Program Costs	
a	Estimated GHG Reductions based on GHG Quantification Methodology	X	X			
b	Extent to which Project incorporates Active Transportation Improvements		X	X	X	

EXHIBIT A

Guideline Reference		Affordable Developments and Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation-Related Amenities	Program Creation	Program Expansion
		Capital Projects			Program Costs	
c	Extent to which the Project incorporates Green Buildings and Renewable Energy	X				
d	Extent to which Project incorporates Housing and Transportation Collaboration		X			
e	Extent to which Project incorporates Location Efficiency and Access to Destinations		X	X	X	
f	Extent to which Project Leverages non-AHSC Funds	X		X		
g	Anti-Displacement	X				
h	Extent to which Project incorporates Prohousing Local Policies	X				
i	Local Workforce Development & Hiring Practices.					
j	Housing Affordability	X				
k	Programs		X		X	
l	Urban Greening			X		

A. GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO_{2e} over the life of the project is 31,898. This information can be found on the Strategic Growth Council’s website in a document called AHSC Round 4 Data for Public Release.

EXHIBIT A

5. Performance Milestones

HRI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed Housing Development detailing the terms and conditions of the Project development.	N/A
Site Control of Housing Development site(s) by proposed housing developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	N/A
Obtaining all necessary and discretionary public land use approvals.	N/A
Obtaining all enforceable funding commitments for at least the first phase of the Housing Development supported by the HRI.	N/A
Obtaining all enforceable funding commitments for all construction period financing for the HRI	N/A
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.	N/A
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	N/A
Commencement of construction of the HRI.	N/A
Construction of HRI complete.	N/A
Program funds fully disbursed.	N/A

Recipient shall ensure the completion of the Performance Milestones set forth below by the designated dates. When Recipient misses or anticipates missing a Performance Milestone deadline, Recipient shall notify the Department in writing as soon as is reasonably practicable. In this notification, Recipient shall explain why the deadline has been or will likely be missed; provide a status update relative to the other Performance Milestone deadlines; and provide assurances that it will meet the remaining Performance Milestone deadlines. Recipient’s failure to provide a timely written notification shall be considered a default under this Agreement.

Affordable Housing and Sustainable Communities (AHSC) Program
 Round 5 - Grant
 NOFA Date: 11/01/2019
 Approved Date: 8/7/2020
 Prep. Date: 04/08/2022

EXHIBIT A

PGM PERFORMANCE MILESTONES	DATE
Identification and commitment of program operator and partners.	07/30/2025
Completion of a business or a work plan.	07/30/2025
Program funds fully disbursed.	07/30/2025

STI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	07/01/2021
Site Control of STI site(s) by proposed developer.	02/03/2021
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	01/27/2016
Obtaining all necessary and discretionary public land use approvals.	07/25/2020
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	01/31/2022
Commencement of construction of STI.	08/30/2022
Construction completion of STI and closeout.	07/30/2025
Program funds fully disbursed.	12/31/2026

EXHIBIT A

TRA PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	N/A
Site Control of TRA site(s) by proposed developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	01/27/2016
Obtaining all necessary and discretionary public land use approvals.	07/25/2020
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	01/31/2022
Commencement of construction of TRA.	08/30/2022
Construction completion of TRA and closeout.	01/31/2025
Program funds fully disbursed.	12/31/2026

6. HCD Contract Coordinator

The HCD Contract Coordinator of this Agreement for the Department is the Division of Financial Assistance Loan Closing AHSC Program Manager, or the Manager's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the HCD Contract Coordinator at the following address:

Loan Closing AHSC Program Manager
 Division of Financial Assistance - Loan Closing Section
 Department of Housing and Community Development
 P.O. Box 952054
 Sacramento, California 94252-2054

EXHIBIT A

7. Recipient Contact Coordinator

The Recipient's Contract Coordinator for this Agreement is listed below. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the contact at the following address:

Recipient:	Bridge Housing Corporation
Authorized Representative Name:	Kimberly McKay
Authorized Representative Title:	Executive Vice President
Address:	600 California Street, Suite 900, San Francisco, CA 94108
Phone No.:	(949) 229-7070 ext. 3565
Email:	kmckay@bridgehousing.com

Recipient:	City and County of San Francisco
Authorized Representative Name:	Mara Blitzer
Authorized Representative Title:	Director of Housing Development
Address:	1 S. Van Ness Avenue, San Francisco, CA 94103
Phone No.:	(415) 701-5544
Email:	mara.blitzer@sfgov.org

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Sources and Uses

The preliminary projected sources and uses (“Sources and Uses”) set forth in this Exhibit B contains the cost items for the design, development and construction of the approved HRI, STI, TRA Project(s) (collectively, “Infrastructure Project”), and for PGM, as applicable. Recipient agrees that any cost overruns or increases resulting in a total cost for Infrastructure Project exceeding that set forth therein shall be the responsibility of Recipient.

2. Contract Amount

- A. For the purposes of performing the Work, the Department agrees to provide the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant (“Grant”) for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.
- 1) For the purposes of performing the Work related to the HRI, as set forth in Exhibit A, the Department agrees to provide N/A in the form of a grant for the uses identified in the Sources and Uses. 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.
 - 2) For the purposes of performing the Work related to the PGM, as set forth in Exhibit A, the Department agrees to provide \$329,178 in the form of a grant for the uses identified in the Sources and Uses. 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.
 - 3) For the purposes of performing the Work related to the STI, as set forth in Exhibit A, the Department agrees to provide \$8,000,000 in the form of a grant for the uses identified in the Sources and Uses. 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.
 - 4) For the purposes of performing the Work related to the TRA, as set forth in Exhibit A, the Department agrees to provide \$1,500,000 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall

EXHIBIT B

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 for the designated grant Work, except where Scoring Criteria, total point scores, or overall ranking of the Project is impacted. Reallocation of funds between authorized activities that impact any of these areas will not be allowed. Changes in aggregate of ten percent 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

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

4. Completion Dates

- A. Program funds must be disbursed no later than December 31, 2025.
- B. All un-disbursed funds remaining as of December 31, 2025, shall be disencumbered.
- C. All invoices for payment must be submitted to the Department no later than July 30, 2025.
- D. This Agreement shall expire on June 30, 2040.

5. Method of Payment

EXHIBIT B

- A. Payment shall be made as reimbursed 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 and disbursed in compliance with the terms and provisions of the Guidelines, the NOFA, this Agreement and the Disbursement Agreement.

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 Work and an updated Sources and Uses therefore, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds. In the event of a conflict between this Agreement and the Disbursement Agreement, as determined by the Department, the terms of the Disbursement Agreement, being the later and more specific document, shall govern; provided however, that no resolution of any such conflict shall be contrary to, or result in a waiver or violation of, the Guidelines or the NOFA.
- B. The requirement for a Disbursement Agreement, set forth in this paragraph, may be waived by the Department where, at its sole discretion, it determines that:
 - 1) Satisfactory completion of the Work has occurred,
 - 2) Proper disbursement and use of Program funds have occurred,
 - 3) Performance of, and compliance with, all the obligations, terms and conditions of this Agreement have occurred, and,
 - 4) Compliance with all applicable statutes, laws, guidelines, and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient of such information, records, documents, certificates and other material, as it deems necessary to make this determination.

EXHIBIT B

- C. Payee record information is required for payment(s) to be made. All payee(s) receiving grant funds shall be listed below:

<u>Payee Name:</u>	<u>Activity:</u>	<u>Award Amount:</u>
BRIDGE Housing Corporation	PGM	\$329,178.00
City and County of San Francisco	STI	\$8,000,000.00
City and County of San Francisco	TRA	\$1,500,000.00

EXHIBIT B

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

BUDGET AND SOURCES					
HOPE SF POTRERO BLOCK B			BRIDGE HOUSING CORPORATION		
ESTIMATED PROGRAM COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM		
SOFT COST AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$329,178	\$329,178		
TOTAL PROGRAM COSTS		\$329,178	\$329,178		

SOURCES AND USES - STI

Affordable Housing and Sustainable Communities (AHSC) Program
 Round 5 - Grant
 NOFA Date: 11/01/2019
 Approved Date: 8/7/2020
 Prep. Date: 04/08/2022

EXHIBIT B

PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
HOPE SF POTRERO BLOCK B			BRIDGE HOUSING CORPORATION		
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM		
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$5,043,156	\$5,043,156		
SOFT COSTS AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$2,956,844	\$2,956,844		
TOTAL PROJECT COSTS		\$8,000,000	\$8,000,000		

EXHIBIT B

SOURCES AND USES – TRA
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
HOPE SF POTRERO BLOCK B			BRIDGE HOUSING CORPORATION		
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM		
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$1,180,000	\$1,180,000		
SOFT COST S AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$320,000	\$320,000		
TOTAL PROJECT COSTS		\$1,500,000	\$1,500,000		

EXHIBIT D

AHSC PROGRAM TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

- A. This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD 213 (the "Effective Date"). The Recipient agrees that neither the construction of the Affordable Housing Development nor the Work has 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, and as set forth in the Project Report, hereby incorporated in this Agreement by this reference subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), and in Exhibit B, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the expiration date of the Agreement. Any extension to the expiration date shall require an amendment to this Agreement.
- B. Pursuant to §111(a) and (b) of the Guidelines, construction of the Affordable Housing Development and the housing designated in the Application, must commence within two years of the Program award date and be completed (including completion of all phases identified in the Application and accounting for the total number of units on which the Grant award is based) within five years of the Program award date.

2. Termination

Notwithstanding any other provision of this Agreement, the Department may terminate this Agreement at any time for cause by giving at least 14 days notice in writing to the Recipient. Cause shall consist of violations by Recipient of any General or Special Terms and Conditions of this Agreement, to include but not limited to Paragraph 43 of this Exhibit. Upon termination 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 14 days of the Notice of Termination. In the event of withdrawal of the Department's expenditure authority, all obligations of the Department to continue funding any amounts, whether for the benefit of Recipient or any other persons, shall fully and immediately cease and terminate, and the Department shall thereafter have no duty or obligation to undertake or perform any act that it is not legally

EXHIBIT D

or practically able to. Department makes no representation or warranty, express or implied, to Recipient or any other persons that all or any portion of the Program Grant Documents will be enforceable after the withdrawal of the Department's funding authority.

3. Affordable Housing and Sustainable Communities Grant Documents

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

4. Covenant Regarding the Affordable Housing Development

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

- A. For rental affordable housing developments, the Covenant shall require the continuation of the affordability of the Affordable Housing Development for a period of not less than 55 years from the date of the filing of a Notice of Completion for Affordable Housing Development.
- B. For homeownership affordable housing developments, the Covenant shall require the continuation of the affordability for a period of not less than 30 years from the date of a filing of a Notice of Completion for the Affordable Housing

EXHIBIT D

Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.

- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Affordable Housing Development in accordance with this Agreement.
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. 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 if the Work is not timely completed, or in the event of an uncured breach of this Agreement.

5. Site Control

The Recipient shall ensure that site control of the real property associated with the Work is sufficient to meet the requirements of the Program. This shall include, but not be limited to, ensuring the timely commencement of the Work as determined by the Department. Site control of the Work may be evidenced by one of the following:

- A. Fee title;
- B. A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements;
- C. An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;
- D. An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency;
- E. An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;

EXHIBIT D

- F. An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties;
- G. A land sales contract or enforceable agreement for acquisition of the property; or
- H. Other forms of site control that give the Department equivalent assurance (equivalent to A-G above) that the applicant or developer will be able to complete the Work and all housing designated in the Application in a timely manner and in accordance with all the requirements of the Program.

The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Work 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 Work, 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 Work, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and the regulations adopted by the Department in California Code of Regulations, Title 25, section 6000 et seq. 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. Should a relocation plan not be required, Recipient must provide documentation for Department approval that there are no relocation requirements.

8. Article XXXIV

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

EXHIBIT D

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 Work, in conformance with ASTM Standard Practice E 1527, evaluating whether the Work is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all ESA 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 Work, the Recipient, its Contractors or Subcontractors, and any grant activity.

11. Litigation

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

EXHIBIT D

12. Milestones

Recipient shall ensure the completion of the Performance Milestones set forth in the Project Report and Exhibit A of this Agreement, and as further set forth in the Disbursement Agreement by the designated dates. Recipient shall timely inform the Department when a milestone is missed or at risk of being missed, provide an update of these timelines and provide assurances from the Recipient for timely completion of the remaining Milestones. Failure to timely notify the Department shall be considered a default under this Agreement.

13. Insurance

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

14. Change of Conditions

Notwithstanding the Department's obligations to provide payments pursuant to Exhibit B hereof, the Department reserves the right to evaluate the Recipient's need for Program funds based on new information or funding sources associated with the Work. If the Department determines that the Program funds, or a portion thereof, are no longer necessary to complete the Work, the Department may reduce the amount of the Grant accordingly. In the event the Department determines the Work is no longer financially feasible, any 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 Work 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 Work 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

EXHIBIT D

provisions shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of the Department to enforce these provisions.

17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest (“Certificate”) listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient’s performance of the 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 REQUIREMENTS

18. Architect

The Recipient shall utilize the services an architect and/or an engineer to provide professional design and engineering services for the Work. The contract shall require an architect and/or an engineer to 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 33 of these AHSC Program Terms and Conditions. At the request of the Department, Recipient shall submit any and 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 and specifications and project cost estimates for the Work to the Department for its review and approval. The Work 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.

EXHIBIT D

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 Work 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.

21. Adaptability and Accessibility

The Work 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 Affordable Housing Development in 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 Work, the Recipient must submit, prior to the disbursement of Grant funds, a statement from that department, or other documentation acceptable to the Department, indicating that the Work has been approved by that department.

CONSTRUCTION REQUIREMENTS

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 activities of the Work. 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.

EXHIBIT D

25. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Work 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 of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least 12 months after completion. The Payment Bond shall be in an amount at least equal to 100 percent of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Work and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent 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 113 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 Work subject to the provisions of the State Prevailing Wage Law. Program funding of the Work shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to the State Prevailing Wage Law by reason of Program funding of the Work in those circumstances where such public funding would not otherwise make the Housing Developments 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.

EXHIBIT D

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 Work. 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 rejected 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.

- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Housing Development architect and other consultants, and information relative to the Housing Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Housing Development. Upon written notice to Recipient, the Department may 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 rejected 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.

EXHIBIT D

28. Signage

- A. Recipient shall place signs on the construction site for the Work stating that the Department is providing financing through the Program in an appropriate location(s), typeface and size containing the following message:

HOPE SF Potrero Block B

**THIS PROJECT HAS BEEN MADE POSSIBLE
BY FINANCING FROM**

**CALIFORNIA CLIMATE INVESTMENTS
(Funded through the GREENHOUSE GAS REDUCTION FUND)
AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM
THROUGH THE
STRATEGIC GROWTH COUNCIL AND
THE CALIFORNIA DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT**

- B. 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 acknowledgement and logos required by this Paragraph 28 shall also be displayed in a similar size and layout. Copies of the Department, SGC and California Climate Investments (“CCI”) logos can be obtained by contacting the HCD Contract Coordinator.
- C. 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 Work by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

INSPECTION OF GRANT ACTIVITIES

29. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Work site and any structures or other improvements thereon to determine whether the Work site

EXHIBIT D

meets the requirements of Program and this Agreement. If the Department reasonably determines that the site is not acceptable for the proposed Work in accordance with the Guidelines, the Department reserves the right to cancel its funding commitment and this Agreement.

30. Work 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 Work 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 Work and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Work.

EXHIBIT D

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 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 Work. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- F. If so directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

COMPLETION OF CONSTRUCTION

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Grant
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep. Date: 04/08/2022

EXHIBIT D

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 Work architect(s) or other appropriate professional to certify to the Department, in 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 a Work 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 recorded in the county in which the Housing Development is located.

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 Work and Housing Development acceptable to the Department.

AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS

37. Confirmation of Permitted Housing Units

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Grant
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep. Date: 04/08/2022

EXHIBIT D

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 Affordable Housing Development. The housing units to be developed in the Affordable Housing Development must be completed, as evidenced by receipt of a certificate of occupancy, within the time period established in this Agreement.

REPORTING REQUIREMENTS

38. Reports on California Climate Investments

Upon Department's request, Recipient shall provide to the Department any and all necessary data that it is legally and factually able to provide that is required to be reported pursuant to the most recently adopted Funding Guidelines for California Climate Investments by the California Air Resources Board.

39. Reports on Work

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

40. Reports on Affordable Housing Development

Recipient shall submit to the Department periodic reports, as required by the Department, but not less than annually, describing the development, construction and occupancy of the Affordable Housing Development and the housing designated in the Application. 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.

41. Updated Information

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

EXHIBIT D

42. Monitoring Requirements

The Program may perform program and/or fiscal monitoring of the Grant. The Recipient agrees to cooperate with any such monitoring and provide reasonable access to all Work files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Program's satisfaction by the deadlines set by the Department.

REPAYMENT OF GRANT FUNDS

43. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, including without limitation, the times for commencement and completion of the construction of the Affordable Housing Development and the housing designated in the Application as set forth in Paragraph 1.B. of this Exhibit D, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than 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 Work 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 canceled by the Department under any of the following conditions:
 - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement;

EXHIBIT D

- 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Standard Agreement;
- 3) Construction of the Work or Housing Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement; and,
- 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

44. AHSC Cross-Default Provision

This award was based on the total points awarded the Recipient's Application, during a highly competitive process. The Application proposed an integrated combination of some or all of the following Project components:

Affordable Housing Development (AHD);
Housing-Related Infrastructure (HRI);
Sustainable Transportation Infrastructure (STI);
Transportation-Related Amenities (TRA); and
Program (PGM)

The Application's point score was based, in part, on the Project's total projected reduction of greenhouse gas (GHG) emissions. The Project components (AHD, HRI, STI, TRA, and PGM) that were proposed in the Application and approved by the Department must be completed in order to achieve this projected reduction of GHG emissions. By executing this Standard Agreement, the Recipient acknowledges and agrees, that in the event the AHD component is not timely completed pursuant to Program requirements, that the Recipient will no longer qualify for the Grant award. In that event, all disbursements of Grant funds would cease and the Recipients would be responsible for repayment of all disbursed Grant funds.

45. Departmental Cross-Default Provision

In the event the Project or Development is or has been awarded any other Departmental grant or loan funding in addition to the AHSC Loan and AHSC Grant contemplated by the Award Letter from the Department to Recipient (each such funding, including the AHSC Loan and AHSC Grant referenced in the Award Letter, being a "Departmental Funding"), then each Departmental Funding will be cross-defaulted to the other Departmental Funding so that:

EXHIBIT D

- A. the compliance by the obligated party(ies) under the Department's documentation relating to one Departmental Funding shall be a condition precedent to the funding and disbursement of the funds to be provided under all of the other Departmental Fundings; and
- B. a default under one Departmental Funding shall constitute a default under all of the other Departmental Fundings.

The loan and grant documentation for each Departmental Funding shall reflect the cross-defaulted nature of all such fundings.

EXHIBIT E

SPECIAL CONDITIONS

1. Exhibit B, Paragraphs 4(A)-(D) – Completion Dates.

Paragraphs 4(A) through 4(D) of Exhibit B are hereby deleted in their entirety and the following are substituted in their place:

- A. Program funds must be disbursed no later than December 31, 2026.
- B. All undisbursed funds remaining as of December 31, 2026, shall be disencumbered.
- C. All invoices for payment must be submitted to the Department no later than July 30, 2026.
- D. This Agreement shall expire on June 30, 2041.

2. City and County of San Francisco Resolution

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

3. Exhibit D, 1 (B) Effective Date, Commencement of Work and Completion Dates

Paragraphs B. of Exhibit D are hereby amended per the Affordable Housing and Sustainable Communities Program Round 5 FY 2018-2019 Program Guidelines Technical Amendments dated 2/24/21.

- D. Pursuant to §111(a) and (b) of the Guidelines, construction of the Affordable Housing Development and the housing designated in the Application, must commence within three years of the Program award date and be completed (including completion of all phases identified in the Application and accounting for the total number of units on which the Grant award is based) within six years of the Program award date.

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

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



July 20, 2020

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

Mara Blitzer, Director of Housing
Development
City and County of San Francisco
1 South Van Ness Avenue
San Francisco, CA 94103

**RE: Award Announcement - AHSC Program Round 5 FY 2018-19
PIN 45181 – HOPE SF Potrero Block B**

Dear Kimberly McKay and Mara Blitzer:

The California Department of Housing and Community Development (Department) and the Strategic Growth Council are pleased to announce that HOPE SF Potrero Block B has been awarded an Affordable Housing and Sustainable Communities (AHSC) Program award in the amount of \$29,829,178. This letter constitutes notice of the award as approved by the Strategic Growth Council on 06/25/2020 of the following AHSC Program funds:

AHSC Program <i>Loan</i> Funds	
Amount Awarded	\$20,000,000
Contract Number	20-AHSC-14697

AHSC Program <i>Grant</i> Funds	
Amount Awarded	\$ 9,829,178
Contract Number	20-AHSC-14698

Congratulations on a successful application. For further information, please contact Craig Shields, Branch Chief, Program Design and Implementation – Climate Change, at (916) 263-7495 or Craig.Shields@hcd.ca.gov.

Sincerely,

Jennifer P. Seeger
Acting Deputy Director



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 #: 220764

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Robert Baca	415-322-0475
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MYR MOHCD	robert.baca@sfgov.org

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

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 220764
DESCRIPTION OF AMOUNT OF CONTRACT \$29,829,178		
NATURE OF THE CONTRACT (Please describe) Accept and Expend resolution for CA HCD AHSC program for a loan and grant in the amount of \$29,829,178 for a 157-unit affordable housing development known as Potrero HOPE SF Block B.		

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

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

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Lombard	Ken	CEO
2	Sherman	Delphine	CFO
3	Novack	Kenneth	Board of Directors
4	Moore	Connie	Board of Directors
5	Carlisle	Ray	Board of Directors
6	Carter	Daryl	Board of Directors
7	Freed	Robert	Board of Directors
8	Hagan	Joe	Board of Directors
9	Hemmenway	Nancy	Board of Directors
10	Mcafee	Michael	Board of Directors
11	McNamara	Ed	Board of Directors
12	Nahas	Ron	Board of Directors
13	Quinn	Adrienne	Board of Directors
14	Turner	Molly	Board of Directors
15	Stein	Paul	Board of Directors
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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9. AFFILIATES AND SUBCONTRACTORS

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Check this box if you need to include additional names. Please submit a separate form with complete information. Select “Supplemental” for filing type.

10. VERIFICATION

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

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

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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FROM: Benjamin McCloskey, Deputy Director Mayor's Office of Housing and Community Development

DATE: May 16, 2022

SUBJECT: Accept and Expend Resolution for Affordable Housing and Sustainable Communities (AHSC) Program at Potrero Block B

GRANT TITLE: Affordable Housing and Sustainable Communities Program – Potrero Block B

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

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

Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

Name: Benjamin McCloskey
Phone: 415-701-5575
Interoffice Mail Address: Benjamin.McCloskey@sfgov.org
Certified copy required Yes

No

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