File No. 240373 **Committee Item No.** 7
Board Item No. 18

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee **Date** May 1, 2024
Board of Supervisors Meeting **Date** May 7, 2024

Cmte Board

Cmte	Board	
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☐	☐	**Ordinance**
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OTHER **(Use back side if additional space is needed)**

☒	☒	Public Works Memorandum of Understanding 3/31/2023
☒	☒	MTA Memorandum of Understanding 3/31/2023
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☒	☒	Proposed Expenditure Schedule
☒	☒	Notice of Funding Availability Letter 1/30/2023
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☒	☒	Board Ordinance No. 9-23 2/3/2023
☒	☒	OCII Presentation 5/1/2024
☐	☐	

Completed by: Brent Jalipa **Date** April 25, 2024
Completed by: Brent Jalipa **Date** May 2, 2024

[Accept and Expend Grant - California Department of Housing and Community Development - Affordable Housing and Sustainable Communities Program - Transbay Block 2 East Family - $41,011,377]

Resolution authorizing the Mayor's Office of Housing and Community Development ("MOHCD") to execute the Standard Agreements with the California Department of Housing and Community Development ("HCD" or "Department") under the Affordable Housing and Sustainable Communities Program for a total award of $41,011,377 including $28,000,000 disbursed by HCD as a loan to the Transbay 2 Family, L.P. a California limited partnership ("Developer") for a 100% affordable housing project at 200 Folsom (commonly known as Transbay Block 2 East), $7,711,377 to be disbursed as a grant to the Developer for regional transit and infrastructure and programmatic funding near Transbay Block 2 East, and $5,300,000 to be disbursed as a grant to the City for public transportation improvements near Transbay Block 2 East, for the period starting on the execution date of the Standard Agreements through November 30, 2043; and authorizing MOHCD to accept and expend the grant of up to $5,300,000 for transportation, streetscape and pedestrian improvements and other transit oriented programming and improvement as approved by HCD.

WHEREAS, The State of California, the Strategic Growth Council ("SGC") and the Department of Housing and Community Development ("Department") issued a Notice of Funding Availability ("NOFA") dated January 30, 2023, as amended March 15, 2023, under the Affordable Housing and Sustainable Communities ("AHSC") Program established under Division 44, Part 1 of the Public Resources Code commencing with Section 75200; and

WHEREAS, The SGC is authorized to approve funding allocations for the AHSC Program, subject to the terms and conditions of the NOFA, AHSC Program Guidelines

adopted by SGC on December 15, 2022, (“Program Guidelines”), an application package released by the Department for the AHSC Program (“Application Package”), and an AHSC standard agreement with the State of California (“Standard Agreement”), the Department is authorized to administer the approved funding allocations of the AHSC Program; and

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

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

WHEREAS, Developer, requested that the City and County of San Francisco (the “City”), acting by and through the Mayor’s Office of Housing and Community Development (“MOHCD”), be a joint applicant for AHSC Program funds for Developer’s affordable housing project located at 200 Folsom Street consisting of new construction of a 184-unit 100% affordable multifamily rental housing development affordable to low- to moderate-income households (excluding two manager units), with 40 units set aside for households experiencing homelessness, and 8,406 square feet of commercial space divided into one childcare facility and two community-serving commercial units (the “Project”) identified as Transbay Block 2 East Family; and

WHEREAS, The Department of Public Works (“DPW”) intends to perform bicycle and pedestrian improvements in the vicinity of the Project (the “DPW Work”), and on March 31, 2023, DPW and MOHCD entered into a Memorandum of Understanding to make commitments related to completion of the DPW Work; and

WHEREAS, The Municipal Transportation Agency ("MTA") intends to perform improvements to improve bus service in the vicinity of the Project (the "MTA Work"), and on March 31, 2023, MTA and MOHCD entered into a Memorandum of Understanding to make commitments related to the MTA Work; and

WHEREAS, The Developer intends for AHSC grant funds to purchase two San Francisco Bay Area Rapid Transit ("BART") cars and fund improvements to the Embarcadero BART station ("the BART Work") to further reduce greenhouse gas emissions, and on April 3, 2023, the Developer and BART entered into a Memorandum of Understanding regarding the BART Work; and

WHEREAS, On April 4, 2023, the Board of Supervisors authorized MOHCD to apply for AHSC Program funds and submit an Application Package as a joint applicant with the Developer through Resolution No. 154-23; and

WHEREAS, The Project is located on Block 2 of Zone One of the Transbay Redevelopment Project Area and subject to the land use controls set forth in the Redevelopment Plan for the Transbay Redevelopment Project Area (approved by Ordinance No. 124-05 (June 21, 2005) and by Ordinance No. 99-06 (May 9, 2006), and amended by Ordinance No. 84-15 (June 18, 2015), Ordinance No. 62-16 (April 28, 2016), and Ordinance No. 009-23 (January 24, 2023) ("Redevelopment Plan") and Development Controls and Design Guidelines for the Transbay Redevelopment Project Area, as administered and enforced by the Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("Successor Agency"); and

WHEREAS, On June 15, 2004, the Board of Supervisors affirmed, by Motion No. 04-67, the certification under the California Environmental Quality Act (California Public Resources Code, Sections 21000 et seq., and the CEQA Guidelines (14 California Code of Regulations, Sections 15000 et. Seq. ("CEQA Guidelines", and collectively "CEQA")) of the

Final Environmental Impact Statement/Environmental Impact Report ("Final Environmental Document") for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project ("EIS/EIR Project"), which included the Redevelopment Plan; subsequently, the Board of Supervisors adopted, by Resolution No. 612-04 (October 7, 2004), findings that various actions related to the EIS/EIR Project complied with CEQA and the Redevelopment Agency of the City and County of San Francisco Commission adopted, by Resolution No. 11-2005 (January 25, 2005), findings and a statement of overriding considerations and a mitigation monitoring and reporting program, adopted in accordance with CEQA; subsequent to the adoption of the Final Environmental Document and the findings, the former Redevelopment Agency of the City and County of San Francisco or the Successor Agency have approved and incorporated ten addenda into the analysis of the Final Environmental Document (as incorporated, the "FEIS/EIR") and made requisite findings under CEQA, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 230261; and

WHEREAS, The grant budget includes a provision for indirect costs of up to $1,951,706.55; and

WHEREAS, Through an award letter dated September 1, 2023, the Department made an award in the total amount of $41,011,377, which includes a $28,000,000 loan and a $13,011,377 grant that will be disbursed subject to the terms and conditions of the form Standard Agreement (STD 213) that will result in a loan standard agreement and a grant standard agreement (together the "Standard Agreements"), a copy of which is on file with the Clerk of the Board of Supervisors in File No. 240373; now, therefore, be it

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

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

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

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

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

Recommended:

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

Approved:

/s/
London N. Breed, Mayor

/s/
Greg Wagner, Controller

File Number: 240373
(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 – Transbay Block 2 Family

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

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

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

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

5. **Amount of Grant Funding Approved or Applied for**: $13,011,377

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:** Transportation infrastructure & transit-related amenity improvements

9. **Grant Project Schedule, as allowed in approval documents, or as proposed:**
Start-Date: TBD End-Date: 11/30/2043

10a. **Amount budgeted for contractual services:** N/A

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?** [x] Yes [ ] No

b1. **If yes, how much? $ Up to $1,951,706.55**
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:** N/A

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

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

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

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

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

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

Comments:

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

Madeleine Sweet
(Name)

Compliance Coordinator – Data, Evaluation and Compliance
(Title)

Date Reviewed: March 19, 2024

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Daniel Adams
(Name)

Director
(Title)

Date Reviewed: 3/20/2024 | 3:57 PM PDT

DocuSigned by:
Daniel Adams
E09C2054EF78457
(Signature Required)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if applicable)
23-AHSC-17972	

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
Mercy Housing California, and City and County of San Francisco

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
11/30/2043

3. The maximum amount of this Agreement is:
$13,011,377.00

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	5
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	AHSC Program Terms and Conditions	17
Exhibit E	Project Specific Provisions and Special Terms and Conditions	16
	TOTAL NUMBER OF PAGES ATTACHED	43

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	CITY	STATE	ZIP
See Attached	See Attached	See Attached	See Attached

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

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

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

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

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

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

CONTRACTOR

Mercy Housing California
a California nonprofit public benefit corporation

By: _____ Date: _____

Ramie Dare
Vice President

_____

Address:

1256 Market Street
San Francisco, CA 94102

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

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 Program ("Program") pursuant to:

A. Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200);

B. The Round 7 Program Guidelines dated December 15, 2022 (the "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 (hereinafter the "Department" or "HCD"), is dated January 30, 2023. References to the NOFA shall include any updates and amendments made thereto.

The Application and the Project Report dated as of the date specified in provision Ex. A-E.1 of Exhibit E of this Agreement (the "Project Report") including all representations made therein, are hereby incorporated in this Agreement by this reference.

By entering into this Agreement and thereby accepting the award of Program grant funds as detailed in the award letter dated as of the date specified in provision Ex. A-E.2 of Exhibit E ("Award Letter") ("Grant"), the Recipient agrees to comply with applicable statutory law, Guidelines, the NOFA, and this Agreement, and 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, Section 6 of this Agreement.

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:

"Development" refers to the residential rental Affordable Housing Development described in the Application and meeting the criteria set forth in the Project Report

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EXHIBIT A

providing the affordable housing units, as described therein, in consideration of the award of Program funds. The Development shall meet all the criteria as set forth in the Guidelines.

"Recipient" refers to the entity or entities submitting the 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 December 15, 2022. Notwithstanding, if and when SGC 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 provision A-E.3 of Exhibit E of this Agreement, and the Project Report:

Housing Related Infrastructure (HRI)
Program Costs (PGM)
Sustainable Transportation Infrastructure (STI)
Transportation-Related Amenities (TRA)

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, Section 6 hereto.

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EXHIBIT A

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 re-evaluation of the Application and the reductions or cancellation of the amount of the grant award or may require repayments of any disbursed Program funds and the disencumbrance of Program funds awarded.

The Development that is identified in the Award Letter and described in the Application, and that is supported by the HRI Work, if any, and which is to be developed and constructed by the Recipient, or other developer on behalf of the Recipient, contains the unit mix set forth in provision Ex A-E.4 of Exhibit E of this Agreement.

A. HRI

The Scope of Work for this Agreement for Housing-Related Infrastructure ("HRI Work") is as set forth in provision Ex. A-E.5 of Exhibit E of this Agreement.
The HRI Work is necessary for the development of the Development. The Recipient is responsible for and shall ensure the completion of the HRI Work and the completion and occupancy of the 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 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 Costs ("PGM Work") is as set forth in provision Ex. A-E.6 of Exhibit E of this Agreement.
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.

EXHIBIT A

C. Sustainable Transportation Infrastructure

The Scope of Work for this Agreement for Sustainable Transportation Infrastructure ("STI Work") is as set forth in provision Ex. A-E.7 of Exhibit E of this Agreement.

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 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") is as set forth in provision Ex. A-E.8 of Exhibit E of this Agreement. 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 criteria of Section 107 of the Guidelines as set forth in provision Ex. A-E.9 of Exhibit E of this Agreement.

A. GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO2e over the life of the project is detailed in provision Ex. A-E.10 in Exhibit E of this Agreement. Information on this Project's GHG scoring data can be located on SGC's website in a document called Round 7 Data for Public Release.

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EXHIBIT A

5. Performance Milestones

Recipient shall ensure the completion of the Performance Milestones set forth in provision Ex. A-E.11 of Exhibit E of this Agreement by the designated dates contained therein. 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.

6. HCD Contract Coordinator

The HCD Contract Coordinator of this Agreement for the Department is the Division of State 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 State Financial Assistance - Loan Closing Branch
Department of Housing and Community Development
P.O. Box 952054
Sacramento, California 94252-2054

7. Recipient Contact Coordinator

The Recipient's Contract Coordinator for this Agreement is listed in provision Ex. A-E.12 of Exhibit E of this Agreement.

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EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Sources and Uses

The 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 Work. Recipient agrees that any cost overruns or increases resulting in a total cost 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 Grant in the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) 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 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 provision Ex. A-E.5 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.1 of Exhibit E of this Agreement, 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 provision Ex. A-E.6 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.2 of Exhibit E of this Agreement, 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 provision Ex. A-E.7 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.3 of Exhibit E of this Agreement in the form of a grant for the uses identified in the Sources and

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EXHIBIT B

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 provision Ex. A-E.8 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.4 of Exhibit E of this Agreement, 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.

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 September 30, 2028.

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EXHIBIT B

B. All un-disbursed funds remaining as of September 30, 2028 , shall be disencumbered.

C. All invoices for payment must be submitted to the Department no later than March 30, 2028].

D. This Agreement shall expire on November 30, 2043.

5. Method of Payment

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, 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,

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EXHIBIT B

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.

C. Payee Data Record Form must be filled out by each Recipient receiving grant funds. All payee(s) receiving Grant funds are listed in provision Ex. B-E.5 of Exhibit E of this Agreement.

SOURCES AND USES - HRI
PROJECT BUDGET

Sources and Uses for the HRI Work are as set forth in provision Ex. B-E.6 of Exhibit E of this Agreement.

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

Sources and Uses for the PGM Work are as set forth in provision Ex. E-B.7 of Exhibit E of this Agreement.

SOURCES AND USES - STI
PROJECT BUDGET

Sources and Uses for the STI Work are as set forth in provision Ex. E-B.8 of Exhibit E of this Agreement.

SOURCES AND USES – TRA
PROJECT BUDGET

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EXHIBIT B

Sources and Uses for the TRA Work are as set forth in provision Ex. E-B.9 of Exhibit E of this Agreement.

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EXHIBIT D

AHSC PROGRAM TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

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 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, incorporated in this Agreement by 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.

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. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any Program Grant 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 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. Program 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

EXHIBIT D

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 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 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 Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Development as follows:

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

B. For homeownership affordable housing developments, the Covenant shall require the continuation of the affordability for a period of no less than 30 years from the date of a filing of a Notice of Completion for the 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 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

EXHIBIT D

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, sufficient control to ensure the timely commencement and completion of the Work as determined by the Department. Site control of the real property on which the Work will occur 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;

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; or

G. A land sales contract or enforceable agreement for acquisition of the property.

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.

EXHIBIT D

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.

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

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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, it's Contractors or Subcontractors, and any Grant activity.

11. Litigation

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

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

12. Milestones

Recipient shall ensure the completion of the 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

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Notwithstanding the Department's obligation 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 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 and to the extent necessary to ensure compliance with Program requirements and this Agreement.

DESIGN REQUIREMENTS

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18. Architect

The Recipient shall utilize the services of 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 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.

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

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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.

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, Recipient will ensure compliance with State Prevailing Wage Law (Labor Code Sections 1720-1781).

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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 Development architect and other consultants, and information relative to the 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.

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 message set forth in provision Ex. E-D.1 of Exhibit E of this Agreement.

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

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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 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

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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.

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.

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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

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

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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 Development recorded in the county in which the Development is located.

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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 Development acceptable to the Department.

AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS

37. Confirmation of Permitted Housing Units

Conditions precedent to the first disbursement of Program funds shall include receipt of all required public agency entitlements and all required funding commitments for the Development. The housing units to be developed in the 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 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

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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.

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 Development and the housing designated in the Application as set forth in this Agreement, 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.

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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;

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

3) Construction of the Work or 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

A. 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.

B. By executing this 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 will cease, and the Recipients will be responsible for repayment of all disbursed Grant funds.

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C. The Department recognizes that the Recipient may enter into a separate side agreement to address each individual Recipient entity's responsibilities with respect to each other and with regard to the Program Grant funds and Program Loan Funds; provided, however, in no event shall any such agreement alter or amend the respective obligations of the Recipients to the Department under the applicable Grant Documents or Program Loan Documents, including the joint and several nature thereof.

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 Program Loan and Program Grant contemplated by the Award Letter from the Department to Recipient (each such funding, including the Program Loan and Program 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:

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.

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PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS

1. Project-Specific Provisions

The following are project-specific terms and conditions (and shall inform the references made to project-specific information not contained in prior exhibits.

Provision Ex. A-E.1 (As Referenced in Exhibit A, section 1)

The Project Report is dated 10/25/2023.

Provision Ex. A-E.2 (As Referenced in Exhibit A, section 1)

The Award Letter is dated 09/01/2023.

Provision Ex. A-E.3 (As Referenced in Exhibit A, section 3)

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:

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

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Provision Ex. A-E.4 (As Referenced in Exhibit A, section 3)

The Development that is identified in the Award Letter and described in the Application, and that is supported by the HRI Work, if any, and which is to be developed and constructed by the Recipient, or other developer on behalf of the Recipient, contains the following unit mix:

200 Folsom Street, San Francisco, CA 9405 San Francisco County APN/Lot 041; Block 3739	Transbay Block 2 Family			
Enter the number of units by bedroom size and income limit.				
# of Bedrooms	# of Project Units	AHSC Assisted Units*	Income Limit (Percent of AMI)	TOTAL RESTRICTED UNITS**
0	17	17	50%	17
1	6	6	20%	6
1	2	2	30%	2
1	3	3	30%	3
1	41	41	50%	41
1	23	23	60%	23
2	18	18	20%	18
2	4	4	30%	4
2	2	2	30%	2
2	16	16	50%	16
2	13	13	60%	13
3	8	8	20%	8
3	2	2	30%	2
3	1	1	30%	1
3	26	26	50%	26

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2	1	0	Manager	0
3	1	0	Manager	0
Total Project Units	184	182		182

* 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 the Program and the Tax Credit Allocation Committee (TCAC). The HRI Grant amount, if any, was calculated based on the number of Total Restricted Units.

Provision Ex. A-E.5 (As Referenced in Exhibit A, section 3A)

Housing Related Infrastructure

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

N/A

Provision Ex. A-E.6 (As Referenced in Exhibit A, section 3B)

Program Costs

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

The first PGM component, administered by the SF Bike Coalition, will provide safety education training programs that may include but are not limited to bike safety workshops, bike repair workshops, walking to school buses or other group walking activities, and safe routes to school or transit. Training programs will include the distribution of items including but not limited to bicycles, helmets, other safety equipment, or lights, to low-income residents of the Project Area. Programs and giveaways will be advertised broadly in the project area and in more than one language.

The second PGM component proposes that each of the restricted units will be provided with one (1) free transit pass for three years. Each card or pass will have a minimum

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value of 40 average commute length rides per month, as determined by the San Francisco Municipal Transportation Agency.

The third PGM component proposes anti-displacement assistance. Eviction Defense Collaborative (EDC) supports tenants struggling with rent increases, evictions, housing discrimination and landlord harassment by providing them with free legal representation. For 27 years, EDC has been the only agency in San Francisco (SF) solely dedicated to eviction prevention, processing 99% of all the eviction notices filed in the city. EDC's wraparound service model includes legal services for eviction defense, rapid emergency rental assistance and subsidies for those at risk of eviction and displacement, and advocacy for unhoused San Franciscans facing eviction from City shelters.

Total program grant funds requested is $1,095,624.

Provision Ex. A-E.7 (As Referenced in Exhibit A, section 3C)

<u>Sustainable Transportation Infrastructure</u>

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

The first STI component proposes a new central management software that will be deployed to 29 intersections along three corridors within one mile of the housing development. The new central management software would provide data analytics and reports on the performance of transit signal priority, as well as the health of the intersection equipment. The three corridors are: 1) 3rd Street from Townsend to Stevenson, 2) 4th Street from Harrison to Market/Ellis, and 3) Stockton from O'Farrell to Columbus/Green. The project will be completed by San Francisco Municipal Transportation Agency (SFMTA).

The second STI component proposes project improvements that will support San Francisco's Vision Zero commitment including new bulb-outs and curb ramps for pedestrian safety, a new 2-way protected bike lane, bike signals, and traffic signal modifications, in addition to landscaping. The anticipated scope along the project will include, but not limited to: 6 Sidewalk bulb-outs; 56 Curb ramps; 12 Parking island ramps; 16,020 square feet Protected bikeway median island/barrier; 25 Traffic signals. The project will be completed by SFMTA.

The third STI component proposes that The Bay Area Rapid Transit District (BART) will purchase two new BART cars. These vehicle purchases are part of BART's Transbay

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EXHIBIT E

Corridor Core Capacity Program, which will increase the number of trains operating through the Transbay Tube during peak hours, increase train lengths, and maximize throughput capacity throughout the system, increasing BART's capacity to carry passengers.

Total STI grant funds requested is $10,334,634.

Provision Ex. A-E.8 (As Referenced in Exhibit A, section 3D)

Transportation-Related Amenities

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

The TRA component proposes that BART will install 17 Next Generation Fare Gate consoles at Embarcadero BART Station as part of an effort to upgrade all fare gates throughout its system. BART's current fare gates are decades old and have proven ineffective in deterring fare evasion, which costs BART millions of dollars annually. The existing fare gates are also declining in reliability as they age. The Next Generation Fare Gate design incorporates a tall, swing-style gate with improved passenger throughput and maintainability, and a more modern appearance.

Total TRA grant funds requested is $1,581,119.

Provision Ex. A-E.9 (As Referenced in Exhibit A, section 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 in the Guidelines

AHSC Round 7 Guidelines, Section 107 Reference	Application Score
(a) GHG Transit and Shared Mobility	3
(b) GHG Project Area	10
(c) GHG Efficiency	9
(d) Active Transportation and Transit Improvements	10
(e) Green Buildings and Renewable Energy	3
(f) Housing and Transportation Collaboration	8

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EXHIBIT E

(g) Location Efficiency and Access to Destinations	2
(h) Funds Committed	4
(i) Prohousing Designation	2
(j) Anti-Displacement Activities	4
(k) Local Workforce Development and Hiring Practices	3
(l) Housing Affordability	5
(m) Programs	3
(n) Community Benefits & Engagement	6
(o) Climate Adaptation & Community Resiliency	2
(p) Collaboration & Planning	4
(q) Equity & Transformation	3

Provision Ex. A-E.10 (As Referenced in Exhibit A, section 4A)

GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO2e over the life of the project is 24,556. This information can be found on the SGC's website in a document titled Round 7 Data for Public Release

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EXHIBIT E

Provision Ex. A - E.11 (As Referenced in Exhibit A, section 5)

Performance Milestones
Recipient shall ensure the completion of the Performance Milestones set forth by the designated dates as found below:

HRI 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 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 Development supported by 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

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EXHIBIT E

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

STI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the STI Work detailing the terms and conditions of the Project development.	02/19/2021
Site Control of STI site(s) by proposed developer.	04/06/2021
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	02/03/2023
Obtaining all necessary and discretionary public land use approvals.	03/09/2023
Submission of final construction drawings and specifications to the appropriate local permitting authority.	12/01/2023
Commencement of construction of STI.	06/30/2023
Construction completion of STI and closeout.	12/31/2025
Program funds fully disbursed.	12/31/2026

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EXHIBIT E

TRA PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the TRA Work detailing the terms and conditions of the Project development.	04/03/2023
Site Control of TRA site(s) by proposed developer.	04/06/2021
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	02/03/2023
Obtaining all necessary and discretionary public land use approvals.	03/09/2023
Submission of final construction drawings and specifications to the appropriate local permitting authority.	12/01/2023
Commencement of construction of TRA.	07/01/2024
Construction completion of TRA and closeout.	12/31/2026
Program funds fully disbursed.	12/31/2026

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EXHIBIT E

Provision Ex. A-E.12 (As Referenced in Exhibit A, section 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:	City and County of San Francisco
Authorized Representative Name:	Sara Amaral
Authorized Representative Title:	Director of Housing Development
Address:	1 South Van Ness Avenue, 5th Floor, San Francisco CA 94103
Phone No.:	628-652-5808
Email:	Sara.amaral@sfgov.org

Recipient:	Mercy Housing California
Authorized Representative Name:	Ramie Dare
Authorized Representative Title:	Vice President
Address:	1256 Market Street, San Francisco CA 94102
Phone No.:	415-355-7118
Email:	rdare@mercyhousing.org

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EXHIBIT E

Provision Ex. B-E.1 (As Referenced in Exhibit B, section 2(A)(1))

For the purposes of performing the HRI Work, as set forth in provision Ex. A-E.5 of this Exhibit E, the Department agrees to provide $0.00.

Provision Ex. B-E.2 (As Referenced in Exhibit B, section 2(A)(2))

For the purposes of performing the PGM Work, as set forth in provision Ex. A-E.6 of this Exhibit E, the Department agrees to provide $1,095,624.

Provision Ex. B-E.3 (As Referenced in Exhibit B, section 2(A)(3))

For the purposes of performing the STI Work, as set forth in provision Ex. A-E.7 of this Exhibit E, the Department agrees to provide $10,334,634.

Provision Ex. B-E.4 (As Referenced in Exhibit B, section 2(A)(4))

For the purposes of performing the TRA Work, as set forth in provision Ex. A-E.8 of this Exhibit E, the Department agrees to provide $1,581,119.

Provision Ex. B-E.5 (As Referenced in Exhibit B, section 6)

All payees receiving Grant funds are listed below:

Payee Name	Activity	Award Amount
City and County of San Francisco	STI	$10,334,934
City and County of San Francisco	TRA	$1,581,119
Mercy Housing California	PGM	$1,095,624

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EXHIBIT E

Provision Ex. B - E.6 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES - HRI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
N/A			N/A	
ESTIMATED HRI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		$0	$0	$0
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		$0	$0	$0
TOTAL PROJECT COSTS		$0	$0	$0

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EXHIBIT E

Provision Ex. B-E.7 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

BUDGET AND SOURCES				
Transbay Block 2 Family			Mercy Housing California	
ESTIMATED PROGRAM COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
SOFT COST AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		$1,095,624	$1,095,624	$0
TOTAL PROGRAM COSTS		$1,095,624	$1,095,624	$0

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EXHIBIT E

Provision Ex. B-E.8 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES - STI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
Transbay Block 2 Family			City and County of San Francisco	
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		$0	$0	$0
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		$59,968,388	$10,334,634	$49,633,754
TOTAL PROJECT COSTS		$59,968,388	$10,334,634	$49,633,754

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EXHIBIT E

Provision Ex. B-E.9 (As Referenced in Exhibit B, section 6C)

SOURCES AND USES – TRA
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
Transbay Block 2 Family			City and County of San Francisco	
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		$190,210	$0	$190,210
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		$1,949,650	$1,581,119	$368,531
TOTAL PROJECT COSTS		$2,139,860	$1,581,119	$558,741

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EXHIBIT E

Provision Ex. D-E.1 (As Referenced in Exhibit D, section 28)

Transbay Block 2 Family

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

2. Special Conditions

N/A

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View from Main Street looking south

TRANSBAY BLOCK 2 EAST

AFFORDABLE HOUSING & SUSTAINABLE COMMUNITIES (AHSC) ACCEPT & EXPEND RESOLUTION FILE NO. 240373

BOARD OF SUPERVISORS

MAY 1, 2024

KIM OBSTFELD, SENIOR DEVELOPMENT SPECIALIST

OFFICE OF COMMUNITY INVESTMENT AND INFRASTRUCTURE

TRANSBAY BLOCK 2 EAST
BUDGET AND FINANCE COMMITTEE AGENDA ITEM

File #240373: Affordable Housing and Sustainable Communities ("AHSC") Accept and Expend Resolution

Authorization to execute two standard agreements with the California Department of Housing and Community Development totaling $41,011,377

- **Loan: $28,000,000**
- **Grant: $13,011,377**

BACKGROUND

- Located within the Transbay Redevelopment Project Area
- One of two planned 100% affordable housing projects on Transbay Block 2
  - 2 West: 151-unit senior housing, sponsored by Chinatown Community Development Center
  - 2 East: 184-unit family housing, sponsored by Mercy Housing California

SCHEDULE

- April 2023: BOS authorized AHSC application (BOS File No. 230261)
- September 2023: Block 2 East awarded AHSC
- March 2024: OCII Commission approved loans and ground leases
- April 2024: BOS approved bond issuance and ground leases
- May 2024: Planned close of financing, start of construction

View from Folsom Street at Main Street looking west

2 EAST PROJECT

- 184 affordable units for families and families experiencing homelessness (includes 40 LOSP units)
- Large community room, landscaped rooftop terraces
- 2 community-serving commercial spaces
- Childcare center on two levels, serving approx. 45 children
- 40% - 80% MOHCD AMI

PERMANENT FINANCING

Total Development Cost	$186,867,981
▪ OCII Loan	$61,961,845
▪ Tax Credit Equity	$98,536,983
▪ **HCD AHSC Loan**	**$28,000,000**
▪ Deferred Developer Fee	$540,000

AHSC AWARD

Total Award	**$41,011,377**
Residential Project Loan	*$28,000,000*
Transit/Infrastructure Grant	*$13,011,377*
▪ City Administered (MOHCD)	*$5,300,000*
▪ SFPW: Transbay Howard Streetscape improvements from 4th Street to Embarcadero (bike and pedestrian)	$3,500,000
▪ SFMTA: Transit priority signal to benefit the 8, 8AX, 8BX, 30 & 45 lines	$1,800,000
▪ Developer Administered (Mercy Housing)	*$7,711,377*
▪ BART: two new BART cars	$5,034,634
▪ BART: 17 Next Generation Fare Gate consoles at Embarcadero station	$1,581,119
▪ SF Bike Coalition: safety and bike repair workshops, and gear distribution to Project Area residents	$150,000
▪ Resident Transit Passes: each residential unit at 2 East provided with free transit pass for three years	$645,624
▪ Anti-Displacement: legal aid via the Eviction Defense Collaborative	$150,000
▪ Workforce Development: culinary training for individuals experiencing homelessness through the Episcopal Community Services Conquering Homelessness through Employment in Food Service (CHEFS) program	$150,000

View from Beale Street looking south

THANK YOU

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (**MOU**), dated as of March 31, 2023 (Effective Date), is by and between the San Francisco Public Works (SFPW) and the Mayor's Office of Housing and Community Development (MOHCD).

RECITALS

A. The City and County of San Francisco (City), through the Office of Community Investment and Infrastructure (OCII), owns the real property located at 200 Folsom Street, as more particularly described in the attached Exhibit A (200 Folsom Street) and has made a loan for predevelopment costs and construction of a 184-unit affordable housing development (Transbay Block 2A Family Housing Project), to a subsidiary of Mercy Housing California.

B. On January 30, 2023, the State of California's Strategic Growth Council and the Department of Housing and Community Development issued a Notice of Funding Availability, under the Affordable Housing and Sustainable Communities (AHSC) Program established under Public Resources Code Sections 75200, et seq. The AHSC Program provides grants and loans to applicants identified through a competitive process for the development of projects that, under the Program Guidelines, will achieve greenhouse gas reductions and benefit disadvantaged communities through increased accessibility to affordable housing, employment centers, and key destinations via low-carbon transportation.

C. MOHCD identified the Transbay Block 2A Family Housing as a strong candidate for AHSC Program funding.

D. SFPW has identified qualified sustainable bicycle and pedestrian improvements, which include Transbay Howard Streetscape from 4th Street to Embarcadero for Transbay Block 2A Family Project (Transbay Block 2A Family Bike/Ped Improvements).

E. Transbay Block 2A Family Project with a subsidiary of Mercy Housing California, which includes the Transbay Block 2A Family Project and the Transbay Block 2A Family Bike/Ped Improvements. MOHCD will request up to $35,000,000 for the Transbay Block 2A Family Project and up to $3,500,000 for the Transbay Block 2A Family Bike/Ped Improvements in the AHSC application for SFPW's work.

F. Should the State approve the respective applications and award all grants, including the funds for the Transbay Block 2A Family Bike/Ped Improvements, such grant funds will be delivered to SFPW, on a reimbursement basis, for SFPW's work on the Bike/Ped Improvements.

NOW, THEREFORE, the parties agree as follows:

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AGREEMENT

1. Award Amounts. For the Transbay Block 2A Family, OCII will receive up to $35,000,000 of the award for the Transbay Block 2A Family Housing Project, and SFPW will receive up to $3,500,000 for the Transbay Block 2A Family Bike/Ped Improvements. Each of the respective City agencies must comply with State regulations and guidance governing the disbursement of the AHSC funds.

2. Project Collaboration. In order for the Housing Projects to successfully utilize Bike/Ped Improvements, MOHCD and SFPW must collaborate effectively, and both agencies must have authority to review applications for funding related to the GHG reduction goals of the AHSC program. In furtherance of such goals, MOHCD and SFPW will each designate a single Project Manager for the Bike/Ped Improvement Projects, who will serve as the points of contact for communications relating to all of the Bike/Ped Improvement Projects and will be primarily responsible for coordinating the review, comments and approvals of their respective agencies relating to the matters described in this MOU. While MOHCD will have overall responsibility for all aspects of the development of the Housing Projects, SFPW will retain control of the Bike/Ped Improvement Projects.

a. Community Engagement. MOHCD will be solely responsible for community engagement and building community support related to the Housing Projects. MOHCD will notify SFPW in advance of any public meeting regarding the Housing Projects, and MOHCD and SFPW will collaborate to provide timely information to the public. SFPW will be solely responsible for community engagement and building community support related to the Bike/Ped Improvements. SFPW will notify MOHCD in advance of any public meeting regarding the Bike/Ped Improvements, and MOHCD and SFPW will collaborate to provide timely information to the public.

b. Affordable Housing Development Plan. MOHCD will be primarily responsible for coordinating the development plans with Mercy Housing California (Transbay Block 2A Family Housing Project).

c. Bike/Ped Improvements. Subject to completion of environmental review of the Bike/Ped Improvements and selection of any or all Bike/Ped Improvements for implementation, SFPW will be responsible for implementing the projects and coordinating any such implementation with the developers of the respective development projects.

d. Project Costs. MOHCD will assume all development costs associated with the Housing Projects. SFPW will not be responsible for any development costs of the Housing Projects other than its own staff time, and will be responsible for all costs directly associated with the consultation, advice, review, and possible implementation of the Bike/Ped Improvements (Bike/Ped Improvement Costs or Costs).

e. Joint and Several Liability. The City, acting through MOHCD, shall

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assume any joint and several liability (with the respective developers) for completion of the Bike/Ped Improvements required by the terms of any grant awarded under the AHSC Program. MOHCD shall assume any joint and several liability for completion of Housing Projects required by the terms of the grants awarded under the AHSC Program.

f. Costs Reimbursement for Bike/Ped Improvements. MOHCD will submit work authorization(s) or work order(s), as required by the Controller, to SFPW for all incurred Bike/Ped Improvement Costs. SFPW will charge MOHCD and provide appropriate backup documentation (e.g., invoices from contractors). SFPW will be responsible for any costs that may be disallowed by the AHSC Program.

3. Term. The term of this MOU shall commence on the Effective Date and terminate upon completion of the AHSC requirements for the Bike/Ped Improvements, should they be implemented. In addition, MOHCD and SFPW agree that if the Bike/Ped Improvements are infeasible for any reason at any time prior to execution of the commitment from AHSC (the Standard Agreement), then either party may terminate this MOU upon written notice to the other.

4. Notices. All notices, demands, consents or approvals that are or may be required to be given by either party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person, and addressed as follows:

If to the SFDPW: San Francisco Public Works
49 South Van Ness Avenue, 17th Floor
San Francisco, CA 94103
Attn: Carla Short, Interim Director
Carla.Short@SFDPW.org

If to MOHCD: Mayor's Office of Housing and Community Development
1 South Van Ness Avenue, 5th Floor
San Francisco, California 94103
Attn: Eric D. Shaw, Director
Eric.Shaw@sfgov.org

or such other address that a party may from time to time designate by notice to the other parties given pursuant to the provisions of this Section.

5. Authority. All matters requiring MOHCD's approval shall be approved by the Director of MOHCD or his or her designee. All matters requiring SFPW's approval shall be approved by SFPW's Director or his or her designee.

6. Cooperation. SFPW and MOHCD acknowledge and agree that the Housing Projects and the Bike/Ped Improvements are in the predevelopment phase, and that some of the Bike/Ped Improvements have not undergone environmental review. Should the Bike/Ped Improvements be selected for implementation, SFPW and MOHCD shall use reasonable efforts

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to do, or cause to be done, all things reasonably necessary or advisable to complete the Bike/Ped Improvements according to the terms of the State's Standard Agreement. Notwithstanding anything to the contrary in this MOU, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the actions described in this MOU, including, without limitation, the discretion to eliminate or substitute all or any portion of the Bike/Ped Improvements.

7. Miscellaneous. (a) This MOU may be amended or modified only by a document signed by SFPW's Director, or his or her designee, and the Director of MOHCD, or his or her designee. (b) No waiver by any party of any of the provisions of this MOU shall be effective unless in writing and signed by the party's authorized representative, and only to the extent expressly provided in such written waiver. (c) This MOU (including all exhibits) contains the entire understanding between the parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

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IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first written above.

SFPW: SAN FRANCISCO PUBLIC WORKS

By: DocuSigned by: 073CE73A4EA6486...
Carla Short
Interim Director

Date: 3/31/2023 | 10:43 AM PDT

MOHCD: MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

By: DocuSigned by: Eric D. Shaw 65FBDF91D096444...
Eric D. Shaw,
Director

Date: 3/31/2023 | 10:45 AM PDT

DocuSign Envelope ID: 6EEC19B4-4C8E-4408-BB9E-8F33B48073B2

Exhibit A
200 Folsom Street, Transbay Block 2A Family Property

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MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (**MOU**), dated as of March 31, 2023 (Effective Date), is by and between the San Francisco Municipal Transportation Agency (SFMTA) and the Mayor's Office of Housing and Community Development (MOHCD).

RECITALS

A. The City and County of San Francisco (City), through MOHCD, will own the real property located at 160 Freelon Street, as more particularly described in the attached Exhibit A (160 Freelon Street) and has made a loan for predevelopment costs and construction of an 85-unit affordable housing development (160 Freelon Family Housing Project), to a subsidiary of Related California and San Francisco Housing Development Corporation.

B. BRIDGE Housing owns the real property located generally in the Balboa Reservoir, near the corner of Frida Kahlo Way and Ocean Avenue, as more particularly described in the attached Exhibit B (Balboa Reservoir Building A), and the City, through MOHCD, has made a loan for predevelopment costs and construction of a 159-unit affordable housing development (Reservoir Building B Housing Project) to a subsidiary of BRIDGE Housing.

C. The City and County of San Francisco (City), through the Office of Community Investment and Infrastructure (OCII), owns the real property located at 200 Folsom Street, as more particularly described in the attached Exhibit C (200 Folsom Street) and has made a loan for predevelopment costs and construction of an 184-unit affordable housing development (Transbay Block 2A Family Housing Project), to a subsidiary of Mercy Housing California.

D. MidPen Housing Corporation has executed a Ground Lease Option Agreement to the real property at 850 Turk, as more particularly described in the attached Exhibit D (850 Turk Street) and has approval from the State of California to construction of a 92-unit affordable housing development (850 Turk Family Housing Project), to a subsidiary of MidPen Housing.

E. On January 20, 2023, the State of California's Strategic Growth Council and the Department of Housing and Community Development issued a Notice of Funding Availability, under the Affordable Housing and Sustainable Communities (AHSC) Program established under Public Resources Code Sections 75200, et seq. The AHSC Program provides grants and loans to applicants identified through a competitive process for the development of projects that, under the Program Guidelines, will achieve greenhouse gas reductions and benefit disadvantaged communities through increased accessibility to affordable housing, employment centers, and key destinations via low-carbon transportation.

F. MOHCD identified the 160 Freelon Family Housing, Reservoir Block A Housing,

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850 Turk Family Housing, and Transbay 2A Family Housing (collectively, the Housing Projects) as strong candidates for AHSC Program funding.

G. The SFMTA has identified qualified sustainable transportation improvements, which include transit capital improvements along Howard Streetscape, Transit Only Lane colorization and 3rd Street Transit and Safety Project for 160 Freelon Family Project (160 Freelon Family Transportation Improvements), improvements along the 29 Sunset route for the Reservoir Building A (Reservoir Building A Transportation Improvements), transit priority signals for Transbay 2A (Transbay Transportation Improvements), and Better Market Streets bike, ped and transit improvements for 850 Turk Family Project (850 Turk Family Transportation Improvements).

H. The City, through MOHCD intends to jointly submit an AHSC application for the 160 Freelon Family with a subsidiary of Related California and San Francisco Housing Corporation, which includes the 160 Freelon Family Housing Project and 160 Freelon Family Transportation Improvements. MOHCD will request up to $50,000,000 for the 160 Freelon Family Housing Project, including up to $10,325,000 for the 160 Freelon Transportation Improvements in the AHSC application.

I. Similarly, the City, through MOHCD, intends to jointly submit an AHSC application for Reservoir Building A Housing Project with a subsidiary of BRIDGE Housing, which includes the Reservoir Building A Project and the Reservoir Building A Transportation Improvements. MOHCD will request up to $50,000,000 for the Reservoir Building A Housing Project, including up to $4,000,000 for the Reservoir Building A Transportation Improvements in the AHSC application for MTA work.

J. In addition, the City, through MOHCD, intends to jointly submit an AHSC application for 850 Turk Family Housing Project with a subsidiary of MidPen Housing Corporation, which includes the 850 Turk Family Project and the 850 Turk Family Transportation Improvements. MOHCD will request up to $50,000,000 for the 850 Turk Family Housing Project including up to $9,200,000 for 850 Turk Family Housing Transportation Improvements in the AHSC application for MTA work.

K. In addition, the City, through MOHCD, intends to jointly submit an AHSC application for Transbay 2A Housing Project with a subsidiary of Mercy Housing, which includes the Transbay 2A Project and the Transbay 2A Transportation Improvements. MOHCD will request up to $50,000,000 for the Transbay 2A Housing Project, including up to $1,800,000 for the Transbay 2A Transportation Improvements in the AHSC application for MTA work.

L. Should the State approve the respective applications and award all grants, including the funds for the 160 Freelon Family Transportation Improvements, the Reservoir Building A Transportation Improvements, the Transbay Transportation Improvements, and the 850 Turk Family Transportation Improvements (collectively, the Transportation Improvements), such grant funds will be delivered to the SFMTA, on a reimbursement basis, for the SFMTA's work on the Transportation Improvements.

NOW, THEREFORE, the parties agree as follows:

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AGREEMENT

1. Award Amounts. For the 160 Freelon Family, MOHCD will receive up to $35,000,000 of the award for the 160 Freelon Family Housing Project, and the SFMTA will receive up to $10,325,000 for the 160 Freelon Family Transportation Improvements. For Reservoir Building A, MOHCD will receive up to $35,000,000 of the award for the Reservoir Building A Housing Project, and the SFMTA will receive up to $4,000,000 for the Reservoir Building A Transportation Improvements. For Transbay 2A, MOHCD will receive up to $35,000,000 of the award for the Transbay 2A Housing Project, and the SFMTA will receive up to $1,800,000 for the Transbay 2A Transportation Improvements. For the 850 Turk Family, MidPen Housing Corporation will receive up to $35,000,000 of the award for the 850 Turk Family Housing Project, and SFMTA will receive up to $9,200,000 for the 850 Turk Family Transportation Improvements. Each of the respective City agencies must comply with State regulations and guidance governing the disbursement of the AHSC funds. Each of the respective City agencies must comply with State regulations and guidance governing the disbursement of the AHSC funds.

2. Project Collaboration. In order for the Housing Projects to successfully utilize Transportation Improvements, MOHCD and the SFMTA must collaborate effectively, and both agencies must have authority to review applications for funding related to the GHG reduction goals of the AHSC program. In furtherance of such goals, MOHCD and the SFMTA will each designate a single Project Manager for the Transportation Improvement Projects, who will serve as the points of contact for communications relating to all of the Transportation Improvement Projects and will be primarily responsible for coordinating the review, comments and approvals of their respective agencies relating to the matters described in this MOU. While MOHCD will have overall responsibility for all aspects of the development of the Housing Projects, the SFMTA will retain control of the Transportation Improvement Projects.

a. Community Engagement. MOHCD will be solely responsible for community engagement and building community support related to the Housing Projects. MOHCD will notify the SFMTA in advance of any public meeting regarding the Housing Projects, and MOHCD and the SFMTA will collaborate to provide timely information to the public. The SFMTA will be solely responsible for community engagement and building community support related to the Transportation Improvements. The SFMTA will notify MOHCD in advance of any public meeting regarding the Transportation Improvements, and MOHCD and the SFMTA will collaborate to provide timely information to the public.

b. Affordable Housing Development Plan. MOHCD will be primarily responsible for coordinating the development plans with Related California and San Francisco Housing Development Corporation (160 Freelon Family Housing Project), BRIDGE Housing (Reservoir Building A Housing Project), MidPen Housing Corporation (850 Turk Family Housing Project), and Mercy Housing California (Transbay 2A Housing Project)

c. Transportation Improvements. Subject to completion of environmental

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review of the Transportation Improvements and selection of any or all Transportation Improvements for implementation, the SFMTA will be responsible for implementing the projects and coordinating any such implementation with the developers of the respective development projects.

d. Project Costs. MOHCD will assume all development costs associated with the Housing Projects. The SFMTA will not be responsible for any development costs of the Housing Projects other than its own staff time, and will be responsible for all costs directly associated with the consultation, advice, review, and possible implementation of the Transportation Improvements (Transportation Improvement Costs or Costs).

e. Joint and Several Liability. The City, acting through MOHCD, shall assume any joint and several liability (with the respective developers) for completion of the Transportation Improvements required by the terms of any grant awarded under the AHSC Program. MOHCD shall assume any joint and several liability for completion of Housing Projects required by the terms of the grants awarded under the AHSC Program.

f. Costs Reimbursement for Transportation Improvements. MOHCD will submit work authorization(s) or work order(s), as required by the Controller, to the SFMTA for all incurred Transportation Improvement Costs. The SFMTA will charge MOHCD and provide appropriate backup documentation (e.g., invoices from contractors). The SFMTA will be responsible for any costs that may be disallowed by the AHSC Program.

3. Term. The term of this MOU shall commence on the Effective Date and terminate upon completion of the AHSC requirements for the Transportation Improvements, should they be implemented. In addition, MOHCD and the SFMTA agree that if the Transportation Improvements are infeasible for any reason at any time prior to execution of the commitment from AHSC (the Standard Agreement), then either party may terminate this MOU upon written notice to the other.

4. Notices. All notices, demands, consents or approvals that are or may be required to be given by either party to the other under this MOU shall be in writing and shall be deemed to have been fully given when delivered in person, and addressed as follows:

If to the SFMTA:	Municipal Transportation Agency 1 South Van Ness Avenue, 7th Floor San Francisco, CA 94103 Attn: Joel Goldberg Joel.Goldberg@sfmta.com
If to MOHCD:	Mayor's Office of Housing and Community Development 1 South Van Ness Avenue, 5th Floor San Francisco, California 94103 Attn: Eric D. Shaw, Director

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Eric.Shaw@sfgov.org

or such other address that a party may from time to time designate by notice to the other parties given pursuant to the provisions of this Section.

5. Authority. All matters requiring MOHCD's approval shall be approved by the Director of MOHCD or his or her designee. All matters requiring the SFMTA's approval shall be approved by the SFMTA's Director of Transportation or his or her designee.

Cooperation. The SFMTA and MOHCD acknowledge and agree that the Housing Projects, the Transportation Improvements are in the predevelopment phase, and that some of the Transportation Improvements have not undergone environmental review. Should the Transportation Improvements be selected for implementation, the SFMTA and MOHCD shall use reasonable efforts to do, or cause to be done, all things reasonably necessary or advisable to complete the Transportation Improvements according to the terms of the State's Standard Agreement. Notwithstanding anything to the contrary in this MOU, no party is in any way limiting its discretion or the discretion of any department, board or commission with jurisdiction over the actions described in this MOU, including, without limitation, the discretion to eliminate or substitute all or any portion of the Transportation Improvements

6. Miscellaneous. (a) This MOU may be amended or modified only by a document signed by the SFMTA's Director of Transportation, or his or her designee, and the Director of MOHCD, or his or her designee. (b) No waiver by any party of any of the provisions of this MOU shall be effective unless in writing and signed by the party's authorized representative, and only to the extent expressly provided in such written waiver. (c) This MOU (including all exhibits) contains the entire understanding between the parties as of the date of this MOU, and all prior written or oral negotiations, discussions, understandings and agreements are merged herein.

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IN WITNESS WHEREOF, the parties have caused this MOU to be executed as of the date first written above.

SFMTA:

SAN FRANCISCO MUNICIPAL TRANSPORTATION AGENCY

By: DocuSigned by: 5D9CA93E693E43E...

Jeffrey P. Tumlin
Director of Transportation

Date: 3/30/2023 | 3:41 PM PDT

MOHCD:

MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

By: DocuSigned by: Eric D. Shaw 65EBDF91D096444...

Eric D. Shaw,
Director

Date: 3/30/2023 | 4:17 PM PDT

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Exhibit A
160 Freelon Family Property

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Exhibit B

Reservoir Building A Property

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Exhibit C
200 Folsom Street

DocuSign Envelope ID: 873DDC02-D493-4166-92C6-BD62F712680E

Exhibit E
850 Turk Street

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AHSC IMPLEMENTATION AND MUTUAL INDEMNITY AGREEMENT
(Transbay 2 East Family)

THIS AHSC IMPLEMENTATION AND MUTUAL INDEMNITY AGREEMENT (the "Agreement") is made and entered into as of April 3, 2023 between the San Francisco Bay Area Rapid Transit District, a rapid transit district pursuant to Public Utilities Code Section 28500 et seq., ("District" or "BART"), and Mercy Housing California, a California nonprofit public benefit corporation ("Developer," and collectively with the District, the "Parties," or individually, a "Party") upon the basis of the following facts, understanding, and intentions of the parties:

A. The State of California, the Strategic Growth Council ("SGC") and the Department of Housing and Community Development ("HCD") issued a Notice of Funding Availability dated January 30, 2023 (the "AHSC NOFA"), under the Affordable Housing and Sustainable Communities ("AHSC") Program established under Division 44, Part 1 of the Public Resources Code, commencing with Section 75200.

B. Developer and City of San Francisco, as co-applicants, are applying for AHSC Funds in response to the AHSC NOFA to provide funding for (A) construction of the Transbay 2 East Family affordable housing project in San Francisco, California, to be constructed by the Developer (the "Housing Project"); (B) the provision of certain sustainable transportation infrastructure by the District (the "BART STI Improvements"); (C) the construction of certain transportation-related amenities by the District (the "BART TRA Improvements; and (D) certain costs related to purchase of SF MUNI "A" transit passes for Housing Project residents allowing use of BART within San Francisco, the creation and maintenance of a bicycle, pedestrian, and transit education program, and funding to support local workforce development efforts (the "AHSC Programs"), together with other sustainable transportation infrastructure to be constructed by the City of San Francisco, which are not pertinent to this agreement (the "Non-BART Transportation Projects"). These improvements are described in more detail in the final application to be submitted by April 4, 2023 (collectively, the "AHSC Application").

C. The AHSC Application seeks an award to the Developer in an aggregate amount of up to $40,960,743 in AHSC Funds consisting in part of: (A) up to $28,000,000 of AHSC loan Funds for a permanent loan ("AHSC Loan") which will be disbursed to a limited partnership to be formed later or its successor (the "Partnership"), for construction of the Housing Project; (B) $5,034,634 of the AHSC grant funds for the purpose of reimbursing the cost of the BART STI Improvements; (C) $1,581,119 of AHSC grant funds for the purpose of reimbursing the cost of the BART TRA Improvements; and (D) up to $6,345,624 of AHSC grant funds for reimbursing the costs of the AHSC Programs. The AHSC grants shall be referred to collectively as the "AHSC Grants." The AHSC Loan and the AHSC Grants are collectively referred to herein as the "AHSC Financing."

D. The District and Developer are required to enter into this Agreement in order to comply with the specific AHSC Program Threshold Requirement stated in Section 106(a)(12)(A) of the 2023 AHSC Program Guidelines dated December 15, 2022 (the "Transportation Agency Prior Experience Threshold Requirement"). This section of the guidelines dictates that applicants

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must demonstrate prior experience by providing evidence of at least two prior projects that are similar to the proposed AHSC project in scope and size, which have been completed by the applicant, or joint applicant, during the ten (10) years preceding the application due date. This section of the guidelines also states that the applicants may demonstrate the requisite experience by using the past experience of work completed of a non-applicant so long as the applicants can provide an executed agreement with that specific non-applicant for the completion of the related work in the AHSC Application for which funding is sought. The purpose of this Agreement is to, amongst other things, comply with the Transportation Agency Prior Experience Threshold Requirement.

E. The District is a non-applicant, but, as set forth herein, will have obligations to perform the following specific BART STI Improvements and BART TRA Improvements included in the AHSC Application (collectively, the "Transit Obligations"):

1. BART STI Improvements: Purchase of two new capacity-increasing heavy rail cars to extend the length of trains, increase the number of trains operating through the Transbay Tube during peak, and maximize throughput capacity across the BART network.

2. BART TRA Improvements: BART will install 17 Next Generation Fare Gates at Embarcadero BART Station as part of an effort to upgrade all fare gates throughout its system. The Next Generation Fare Gate design incorporates a tall, swing-style gate with improved passenger throughput and maintainability, and a more modern appearance.

F. The District can demonstrate prior experience and provide evidence of at least two prior projects that are similar in scope and size which have been completed during the ten (10) years preceding April 4, 2023. Below is a list of these projects:

1. STI: Rail Car Procurement Program: On November 8, 2017, under a contract to Bombardier Transit Corporation for the procurement of new rail cars, BART's first replacement rail cars were delivered. As of January 2023, BART has accepted 451 Fleet-of-the-Future rail cars and decommissioned 239 legacy rail cars as part of an overall program to not only replace but expand its fleet.

2. STI. eBART DMU: Procurement of eight Diesel Multiple Unit (DMU) Vehicles to serve BART to Antioch extension. The vehicles include a variety of amenities including high-back seats, six digital signs (with multiple language support), automated audio announcements, clear station arrival / destination signs, and modern climate control systems. Project Cost: ~$65M. Completed May 2018.

3. TRA: Concord BART Station Plaza Improvements: An upgrade of the exterior public spaces surrounding the Concord BART station entrance for a more context-sensitive design that improves the safety and livability of the station area. The project improved multimodal transfer waiting areas and enhanced pedestrian and bicycle connections to surrounding neighborhoods. Areas improved included the existing plaza and pedestrian paseo to the west of the station, bus transfer area, station entrance and ticket vending area, and pedestrian connections east of the station. Completion date: July 27, 2018.

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4. TRA. Warm Springs/South Fremont Station: As part of the overall station construction, installation of bicycle lockers and racks, wayfinding, pedestrian-scale lighting, and continuous canopies along the bus intermodal that serve as bus shelters. Project cost: ~$90M. Completed: March 2017.

G. Subject to receipt of an award of the AHSC Financing, the District shall be responsible for completing the Transit Obligations, and for all costs and expenses related thereto, and Developer shall be responsible for constructing and developing the Housing Project and for providing the AHSC Programs (together, the "Developer Obligations"), and for all costs and expenses related thereto. In connection with the AHSC Grants and AHSC Loan, Developer is required to enter into standard agreements, reimbursement agreements, and regulatory agreements with HCD where Developer will be liable for the full and timely performance by the parties to complete the obligations set forth therein, including completion of the Developer Obligations, Transit Obligations, and Non-BART Transportation Projects, as described in the AHSC Application. The AHSC Application and all standard agreements, disbursement agreements, regulatory agreements and any other agreements required by HCD in connection with the AHSC Financing shall be collectively referred to herein as the "AHSC Documents."

H. The District and Developer each acknowledge and agree that the inability or failure by either party to fully and timely complete each party's respective improvements required by the AHSC Documents may affect the timing and right of the other party to receive reimbursement of AHSC funds due the other party notwithstanding the other party's full and timely performance of its obligations.

NOW, THEREFORE, in consideration of the recitals, covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

AGREEMENT

1. Obligations. The District shall, in its sole responsibility, complete the Transit Obligations in accordance with the terms of the AHSC Documents and the approved design and construction documents. The Developer shall, in its sole responsibility, complete the Developer Obligations in accordance with the terms of the AHSC Documents and the approved design and construction documents. Each Party will provide the other Party with copies of all requisitions for work related to their respective work, the notice of completion, and other documents related to their respective work that another party may reasonably request.

2. District Indemnity. District is responsible for carrying out the Transit Obligations using AHSC grant proceeds in accordance with the AHSC Documents, including, but not limited to, any disbursement deadlines contained therein. District shall indemnify, defend, and hold harmless Developer, and its affiliates, directors, officers, partners, members, agents and employees (each, an "Developer Indemnified Party") against any and all claims, actions, suits, causes of action, losses, liabilities, injuries, costs, damages, or expenses (collectively, "Claims"), including, without limitation, any direct, indirect or consequential loss, liability, damage, or expense, court costs and attorneys' fees, arising out of or in connection with the District's performance of or failure to perform its obligations to complete the Transit Obligations, in the manner and within the time periodsset forth in the AHSC Documents.

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However, in no event shall the Developer Indemnified Party be indemnified hereunder for any Claims to the extent said Claims result from Developer Indemnified Party's gross negligence or willful misconduct. District agrees to pay all of the Developer Indemnified Party's costs and expenses, including reasonable attorneys' fees, which may be incurred in any effort to enforce any term of this Agreement, including, but not limited to, all such costs and expenses which may be incurred by any Developer Indemnified Party in any legal action, reference or arbitration proceeding brought by HCD or other third party.

3. Developer Indemnity. Developer is responsible for carrying out the Developer Obligations using AHSC grant proceeds and AHSC Loan funds in accordance with the AHSC Documents, including, but not limited to, any disbursement deadlines contained. Developer shall indemnify, defend, protect, and hold harmless the District and its affiliates, directors, officers, partners, members, agents and employees (each, an "District Indemnified Party") against any and all Claims, including, without limitation, any direct, indirect or consequential loss, liability, damage, or expense, court costs and attorneys' fees, arising out of or in connection with Developer's performance of or failure to perform its Developer Obligations to complete construction and development of the Housing Project, in the manner and within the time periods, set forth in the AHSC Documents. However, in no event shall the District Indemnified Party be indemnified hereunder for any Claims to the extent said Claims result from the District Indemnified Party's gross negligence or willful misconduct. Developer agrees to pay all of the costs and expenses of the District Indemnified Party, including reasonable attorneys' fees, which may be incurred in any effort to enforce any term of this Agreement, including, but not limited to, all such costs and expenses which may be incurred by any District Indemnified Party in any legal action, reference or arbitration proceeding brought by HCD or other third party.

4. Schedule of Performance; Progress Reports. Developer and District shall comply with the schedule of performance set forth in Exhibit A attached hereto for the completion of their respective obligations hereunder (the "Schedule of Performance"). The District and Developer agree to give the other Party a written quarterly status report on the progress toward the milestones listed in Exhibit A, i.e., the Developer will report on the Developer's progress on the Housing Project and the District will report on the District's progress on the Transit Obligations. If any Party anticipates not meeting the targeted construction and grant disbursement milestones as established in the AHSC Documents, that Party will promptly notify the other Party in writing and will meet with the other Party to discuss the reasons why the milestone dates may not be met and what actions the delayed Party intends to take to meet the milestones or otherwise rectify the work schedule in order to maintain good standing with the terms and conditions established in the AHSC Documents.

5. Delegation. Notwithstanding the obligations of each Party under this Agreement, each Party shall be entitled to enter into sub-agreements with each other or with other parties to provide any assistance or services needed for each Party to perform its obligations under this Agreement and the AHSC Documents.

6. Cost Overruns. Developer shall be responsible for paying all costs required to complete the Developer Obligations, irrespective of whether such costs exceed the AHSC Loan. District shall be responsible for paying all costs required for the Transit Obligations, irrespective of whether such costs exceed the portion of the AHSC Grant designated for the Transit

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Obligations. Neither party is responsible for cost overruns on the Non-BART Transportation projects.

7. Billing and Payment Procedure: The District shall submit to Developer all reimbursement requests in the form of invoices for the costs associated with the Transit Obligations. Invoices will include backup documentation as required by HCD and a cover sheet indicating the budget line item from which each cost shall be drawn. Once the AHSC Grant Disbursement Agreement is executed, Developer shall submit corresponding reimbursement requests to HCD within 15 days of receipt of District's invoice (or such later date as may be required by HCD, but in any event within 45 days after receipt of the District's invoice) and disburse to the District any such funds received from HCD within 7 days of receipt. District shall apply any such funds received to pay the expenses submitted in connection with the invoices and shall comply with all HCD requirements under the AHSC Documents governing the disbursement and use of AHSC Grant funds. Failure of the Developer to timely submit the District reimbursement requests to HCD or to disburse any funds received from HCD within the time period required herein for the Transit Obligations to the District shall be a default under this Agreement and shall excuse the District from performance of the Transit Obligations.

8. Implementation Agreements. In the event a grant award is received from AHSC, the Parties recognize that each Party may need additional assurances from another Party (including assurances for the Housing Project's lenders and investors) regarding the AHSC Grant and AHSC Loan before commencement of construction of the Housing Project and the Transit Obligations. The Parties agree to cooperate with each other to reach mutual agreement on amendments to this Agreement, other implementation agreements or estoppel certificates necessary to provide reasonable assurances and indemnifications related to the disbursement of AHSC Grant funds. The Parties recognize that any such amendments to this Agreement or execution of additional agreements may require approval of the District's Board of Directors and Developer's Board of Directors.

9. Notices. Formal notices, demands, and communications between the Parties shall be sufficiently given if, and shall not be deemed given unless, dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered by express delivery service, return receipt requested, or delivered personally, to the principal office of the Parties as follows:

District: Abigail Thorne-Lyman
Director, Real Estate & Property Development
BART
2150 Webster St., 9th floor
Oakland, CA 94612
510-464-6140
athorne@bart.gov

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Developer: Ramie Dare
Vice President
Mercy Housing California
1256 Market Street
San Francisco, CA 94103
415-355-7100
rdare@mercyhousing.org

10. Events of Default. The occurrence of any of the following events shall constitute an Event of Default under this Agreement:

(a) A Party fails to perform any of its obligations under this Agreement, and does not cure such failure within 30 days after written notice of such failure has been delivered to the defaulting Party in accordance with Section 9 above; or

(b) A Party purports to revoke this Agreement or this Agreement becomes ineffective for any reason.

11. Termination. This Agreement shall terminate upon the earlier of: (i) completion of all obligations under the AHSC Documents; or (ii) mutual agreement of the Parties hereto.

12. Third Party Beneficiary. The Partnership shall be a third party beneficiary of this Agreement and shall be entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party to this Agreement.

13. Assignment. District hereby acknowledges and approves the assignment by Developer and the Partnership to the Housing Project's senior lender ("Construction Lender") of all of their respective right, title and interest in, to and under the Agreement (the "Collateral") as collateral security for the Partnership's obligations to Construction Lender under, and in connection with Construction Lender's loan to the Partnership. In the event Construction Lender forecloses upon the Collateral, District hereby agrees that Construction Lender shall have all of Developer's rights and interests under the Agreement. Construction Lender is hereby made an express third party beneficiary of this Section 13, and the parties hereto shall not amend, modify or terminate the Agreement without Construction Lender's express written consent.

14. Miscellaneous.

(a) Nothing in this Agreement shall be construed to limit any claim or right which any Party may otherwise have at any time against an Indemnitor or any other person arising from any source other than this Agreement, including any claim for fraud, misrepresentation, waste, or breach of contract other than this Agreement, and any rights of contribution or indemnity under any federal or state environmental law or any other applicable law, regulation, or ordinance.

(b) If any Party delays in exercising or fails to exercise any right or remedy against a Party, that alone shall not be construed as a waiver of such right or remedy. All remedies of any Party against the other Party are cumulative.

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(c) This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and their respective representatives, heirs, executor, administrators, successors, and assigns. This Agreement may not be amended except by a written instrument executed by the Parties hereto.

(d) This Agreement shall be deemed to have been delivered and accepted in the State of California and governed exclusively by the internal substantive laws of the State of California as the same may exist at the date hereof. The Parties hereto agree that any action hereon between the parties and their successors in interest may be maintained in a court of competent jurisdiction located in the State of California, and consent to the jurisdiction of any such California court for the purposes connected herewith.

(e) Each Party hereto intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person other than the Parties hereto.

(f) This Agreement may be executed in multiple counterpart copies, any one of which when duly executed, with all formalities hereof, shall be fully binding and effective as the original of this Agreement.

(g) This Agreement shall be effective as of the date first written above, provided however that in the event that the parties do not receive an award of the AHSC Funds, this Agreement shall automatically terminate and be of no further force or effect.

[Signatures on following page]

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District:

San Francisco Bay Area Rapid Transit District,
a rapid transit district

DocuSigned by:

By: Val Menotti
AA8F1409AEF748E...
Name: Val Menotti
Its: Chief Planning & Development Officer

Developer:

Mercy Housing California,
a California nonprofit public benefit corporation

DocuSigned by:

By: Ramie Dare
AB9FBB945C5A46A...
Name: Ramie Dare
Its: Vice President, Real Estate Development

DocuSign Envelope ID: D1A2EC38-2F89-492F-A7A0-461A221C805E

EXHIBIT A

Schedule of Performance

BART:

BART STI Improvements

Performance Milestone	Date
Begin procurement	August 31, 2023
Complete delivery of transit vehicles	August 31, 2024
All funds fully disbursed	November 30, 2027

BART TRA Improvements

Performance Milestone	Date
Begin construction	June 30, 2025
Complete construction	December 31, 2026
All funds fully disbursed	December 31, 2026

Developer:

Performance Milestone	Date
Execute Standard Agreement for AHSC Grants	May 1, 2025
Execute Disbursement Agreement for AHSC Grants	May 1, 2025
Begin construction of housing project	June 1, 2025
Complete construction and obtain Certificate of Occupancy	May 1, 2027
All funds fully disbursed	December 1, 2027

Affordable Housing and Sustainable Communities Program (AHSC)

NOFA Round 7 (January 30, 2023)

Funding Application

CALIFORNIA STRATEGIC GROWTH COUNCIL

State of California

Gavin Newsom, Governor

Business, Consumer Services and Housing Agency

Lourdes M. Castro Ramirez, Secretary

https://www.bcsh.ca.gov/

California Strategic Growth Council

Lynn von Koch-Liebert, Executive Director

ahsc@sgc.ca.gov

https://sgc.ca.gov

Department of Housing and Community Development (HCD)

Gustavo Velasquez, Director

2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833

AHSC@hcd.ca.gov

https://www.hcd.ca.gov

Instructions

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

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

Application materials must be submitted electronically via HCD portal system. Requirements for uploading the Application Workbook and required supporting documentation, including naming conventions, are described in the application instructions available at https://www.hcd.ca.gov/grants-and-funding/programs-active/affordable-housing-and-sustainable-communities

Sponsor/Applicant must upload all application materials to HCD portal no later than 4:00 p.m. Pacific Daylight Time on **4/4/2023**

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

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

It is recommended that Applicant(s) start from left to right and top to bottom for a better understanding and functionality of this application.

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

"Yellow" cells	are for Applicant input. It is very important that you answer **ALL** yellow cells, failure to provide all information may disqualify your application from consideration or may negatively impact your point score.
"Orange" cells	are **required** attachments. Failure to provide the required attachments and documentation may disqualify your application from consideration or may negatively impact your point score. Electronically attached files must use the naming convention in the Application.
"Blue" cells	are self-score points awarded in the "Scoring" worksheet. These are automated calculations based on the inputs provided by the Sponsor/Applicant.
"Red" cells	indicate the Applicant(s) has failed to meet a requirement of the program, threshold, scoring, upload, or certification.

Disclosure of Application: Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Government Code Sections 6250-6276.48). As such, any materials provided are subject to disclosure to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank account numbers, social security numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

Project Overview

V1 1/30/23

HCD APP#: **AHSC0001033**

Project Area Type: Transit Oriented Development (TOD) | Housing Type: Rental | Geographic Area: San Francisco Bay Area

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

Select Yes to all that apply

Affordable Housing Development (AHD)	Yes
Housing Related Infrastructure (HRI)	No
Sustainable Transportation Infrastructure (STI)	Yes
Transportation-Related Amenities (TRA)	Yes
Program Costs (PGM)	Yes

Project / Program	TDC	AHSC Funds Requested	%	Total Non-AHSC Funding Commitments
AHD	$192,686,070	$28,000,000	68.27%	$164,686,070
HRI	$0	$0	0.00%	
STI	$59,968,388	$10,334,634	25.20%	$49,633,754
TRA	$2,139,860	$1,581,119	3.86%	$558,741
PGM	$1,095,624	$1,095,624	2.67%	$0
AHD & HRI Total	$192,686,070	$28,000,000	68.27%	$164,686,070
Grand Total	$255,889,942	$41,011,377	100.00%	$214,878,565

Was Project awarded funds in prior AHSC rounds?	No
Is Project a phase of a previously awarded project?	No
Select Metropolitan Planning Org. or "non-MPO area"	Metropolitan Transportation Commission (MTC)

Affordable Housing Development (AHD)

Project Name: Transbay Block 2 Family | Address: 200 Folsom St

City: San Francisco | Zip Code: 94105 | County: San Francisco | Latitude: 37.78958382 | Longitude: -122.3931213

Census Tracts: 6075061500

APNs: Block 3739, Lot 014

Description (include: descriptive information such as on-site resident or community amenities, climate adaptive features, and resources in the immediate vicinity)

Transbay Block 2 Family will be a 17-story, 184-unit, 100% affordable housing project with a 22% permanent supportive housing component for people formerly experiencing homelessness. Over 50% of the project's units will be 2 and 3 bedrooms, which will accommodate San Francisco's need for family units, especially for families experiencing homelessness. There will be on-site resident supportive services for not only the 22% permanent supportive housing units, but also for all the affordable housing units. These services will be provided by Episcopal Community Services of San Francisco, which will offer case management, mental health services, and job counseling. The building will have 3 laundry rooms, 2 outdoor community spaces, and 3 indoor community lounges. In addition, the building will achieve Greenpoint Rated Gold, and will allow residents to control their unit air conditioning.

Sustainable Transportation Infrastructure (STI)

STI Project #1 | Type of Project: Transit or EV

Project Name: Transit Priority Signals along Route 8, 8AX,8BX, 30 & 45 | Address: 200 Folsom St

City: San Francisco | Zip Code: 94105 | County: San Francisco | Latitude: 37.78958382 | Longitude: -122.3931213

Census Tracts: 6075061500

APNs:

Description (include: the general location and description of each STI improvement and note if sidewalks are new or replaced. Please include other descriptive information such as key gaps closed and connections established.)

A new central management software will be deployed to 29 intersections along three corridors within one mile of the housing development. The new central management software would provide data analytics and reports on the performance of transit signal priority (TSP), as well as the health of the intersection equipment. The three corridors are: 1) 3rd Street from Townsend to Stevenson, 2) 4th Street from Harrison to Market/Ellis, and 3) Stockton from O'Farrell to Columbus/Green.

STI Project #2? Yes

Type of Project: Combination

Project Name: Transbay Howard Streetscape - DPW project from 4th St. to Embarcadero) | Address: 200 Folsom St

City: San Francisco | Zip Code: 94105 | County: San Francisco | Latitude: 37.78958382 | Longitude: -122.3931213

Census Tracts: 6075061500 | 6075017601 | 6075017801

APNs:

Description (include: the general location and description of each STI improvement and note if sidewalks are new or replaced. Please include other descriptive information such as key gaps closed and connections established.)

Project Overview

V1 1/30/23

"Proposed project improvements that will support San Francisco's Vision Zero commitment include new bulb-outs and curb ramps for pedestrian safety, a new 2-way protected bike lane, bike signals, and traffic signal modifications, in addition to landscaping. The anticipated scope along the project will include but not limited to: 6 Sidewalk bulbouts; 56 Curb ramps; 12 Parking island ramps; 16,020 square feet Protected bikeway median island/barrier; 25 Traffic signals.

STI Project #3?	Yes								
Type of Project	Transit or EV								
Project Name:	Purchase of 2 BART Rail Cars			Address:	Alameda, Contra Costa, San Francisco, and Santa Clara counties				
City:	San Francisco	Zip Code:	94111	County:	San Francisco	Latitude:	37.79482	Longitude:	
Census Tracts:	6075061500	6075011700							
APNs	N/A								

Description (include: the general location and description of each STI improvement and note if sidewalks are new or replaced. Please include other descriptive information such as key gaps closed and connections established.)

BART will purchase two new BART cars. These vehicle purchases are part of BART's Transbay Corridor Core Capacity Program, which will increase the number of trains operating through the Transbay Tube during peak hours, increase train lengths, and maximize throughput capacity throughout the system, increasing BART's capacity to carry passengers.

Quantity of new or repaired **STI** facilities funded by AHSC

# of Transit Routes Improved	5	Crosswalks	36	$700,000	ADA Curb Ramps	56	$500,000	Overcrossings / Undercrossing	0	$0
Transit Vehicles	2	$5,034,634	Transit Operations	$0	Bikeshare infrastructure & operations	$500,000			
EV Carshare infrastructure & operations	$0	Other (Urban Greening)	$300,000	Other (Roadway)	$800,000				

Transportation-Related Amenities (TRA)

TRA Project #1	Select the primary transit mode supported by this TRA	Heavy rail							
Project Name:	Next Generation Fare Gates at Embarcadero BART Station			Address:	298 Market Street				
City:	San Francisco	Zip Code:	94111	County:	San Francisco	Latitude:	37.79482	Longitude:	-122.39448
Census Tracts:	6075061500	6075011700							
APNs	N/A								

Description (include the general location and description of each TRA improvement)

BART will install 17 Next Generation Fare Gate consoles at Embarcadero BART Station as part of an effort to upgrade all fare gates throughout its system. BART's current fare gates are decades old and have proven ineffective in deterring fare evasion, which costs BART millions of dollars annually. The existing fare gates are also declining in reliability as they age. The Next Generation Fare Gate design incorporates a tall, swing-style gate with improved passenger throughput and maintainability, and a more modern appearance.

TRA Project #2?	No
TRA Project #3?	No

Quantity of new or repaired **TRA** facilities funded by AHSC

Bus Bulb-Outs		Street lights		Street trees or plantings		Bus Shelters			
Bicycle Parking At Transit		Bus Stop Benches							
Amount of TRA funds along block face(s) that include a Transit Station or Stop	$1,581,119								

Program Costs (PGM)

Program Name:	San Francisco Bike Coalition - Bike Safety			Address:	200 Folsom St		
City:	San Francisco	Zip Code:	94105	County:	San Francisco	Proposed program type	Transportation encouragement and safety

Program Description

The PGM, administtered by the SF Bike Coalition, will provide safety education training programs that may include but are not limited to bike safety workshops, bike repair workshops, walking school buses or other group walking activities, Safe Routes to School, or Transit. Training programs will include distribution of items including but not limited to bicycles, helmets, other safety equipment, or lights, to low income residents of the Project Area. Programs and giveaways will be advertised broadly in the project area and in more than one language.

Who are the targeted users for the Program

The targeted users are low-income residents and workers in the Project Area who are unfamiliar with bicycle safety and maintenance. The targeted users are also unable to afford their own bicycle, or perhaps unable to afford the safety equipment that would keep them and their bicycle safe in an urban environment.

Project Overview

V1 1/30/23

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

Biking is a viable mode of transit in this project area, yet the purchase and maintenance of a quality bicycle and the accompanying safety equipment is out of reach for many low income residents and workers. This PGM is specifically targeted to low-income people, to properly equip them and give them the skills to be confident cyclists. This will be completed with targeted training on bicycle maintenance and repair, and also by no-cost distributions of bikes and equipment that are ready for use.

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

None

PGM #2?	Yes				
Program Name:	Transit Passes for Residents		Address:	200 Folsom St	
City:	San Francisco	Zip Code: 94105	County:	San Francisco	Proposed program type: Transportation encouragement and safety

Program Description

Each of the restricted units will be provided with one (1) free transit pass for three years. Each card or pass will have a minimum value of 40 average commute length rides a month as determined by the transit agency.

Who are the targeted users for the Program

The targeted users are the residents of the AHD. To encourage transit ridership, the free passes will remove financial barriers to utilizing transit options in the Project Area.

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

High quality transit is expensive for hourly workers. The annual cost of a transit pass for AHD residents at this community is $1,176. This burden will be eased for the first three years of the project, allowing new transit patterns to be formed, savings to be built, and jobs to stabilize.

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

Not applicable

PGM #3?	Yes				
Program Name:	Anti-Displacement		Address:	200 Folsom St	
City:	San Francisco	Zip Code: 94105	County:	San Francisco	Proposed program type: Anti-displacement activities

Program Description

Eviction Defense Collaborative (EDC) supports tenants struggling with rent increases, evictions, housing discrimination and landlord harassment by providing them with free legal representation when they cannot afford to pay for an attorney. For 27 years, EDC has been the only agency in San Francisco (SF) solely dedicated to eviction prevention, processing 99% of all the eviction notices filed in the city. EDC's wraparound service model includes legal services for eviction defense, rapid emergency rental assistance and subsidies for those at risk of eviction and displacement, and advocacy for unhoused San Franciscans facing eviction from City shelters. Since 2019, EDC has served as the lead partner with the City of San Francisco for the implementation of SF Tenant Right to Counsel (TRC), which guarantees all San Francisco tenants full scope legal representation in an eviction matter. In this role, EDC coordinates and oversees the work of 9 legal service organizations comprising the city-wide TRC system.

Who are the targeted users for the Program

EDC primarily serves low income BIPOC tenants and City shelter residents. In FY 21-22 EDC served 1722 unduplicated clients served of whom 84% were BIPOC; 48% were people with disabilities; 84% live at two times below the poverty level: $27,180 for a single member household; 18% were seniors; 14.4 % self identified as LGBTQIA+ and 3.7% as Trans/Non binary.

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

San Francisco's longstanding housing crisis is one of the most dire nationwide. Housing costs for San Francisco residents are among the highest in the world. Similar-size cities such as Seattle, Denver and Austin, Texas, have approved construction for three to four times as many residential units as San Francisco since 2015, according to U.S. census building permit data. From 2015 to 2021, the city permitted 24,600 units to be built, a little over 3,500 units annually. A review of six years worth of building permit data for 15 cities with populations between 600,000 and 1.1 million people found that San Francisco ranked in the bottom half. The crisis is formed by multiple factors including: the critical lack of affordable housing, ever worsening

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

None

PGM #4?	Yes				
Program Name:	Workforce Development - ECS CHEFS Program		Address:	200 Folsom St	
City:	San Francisco	Zip Code: 94105	County:	San Francisco	Proposed program type: Workforce Development

Program Description

CHEFS: Launched in 1998, Conquering Homelessness through Employment in Food Services (CHEFS) is a 10-week stipend-supported culinary workforce training program focused on assisting individuals experiencing homelessness looking to begin or resume a career in the foodservice industry;
SSSET is a 9-week modified learn-and-earn program for individuals with lived experience of homelessness that incorporates job readiness, hard skills, and 3 weeks of job shadowing, tailored to the requisite competencies for placement and advancement in the nonprofit social services sector, with an emphasis on homeless services employers, including ECS.

Who are the targeted users for the Program

Project Overview

V1 1/30/23

Single adult jobseekers experiencing, at risk of, or with a history of homelessness in San Francisco, and particularly the South of Market neighborhood, where the provider is located. This population includes but is not limited to individuals with multiple barriers to employment and housing, such as substance use disorder, mental health diagnoses, disability diagnoses, history of incarceration, low rates of formal education, and underserved populations (BIPOC, LGBTQIA+).

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

By providing appropriate training pathways, this programming will ensure that individuals with lived experience of homelessness and other barriers to employment receive the necessary services they need to successfully enter, participate in and complete workforce and education programs and subsequently enter, be retained and advance in the labor market, while addressing socioeconomic disparities. In short, this program aims to support a workforce that satisfies current hiring needs and equity goals of employers, as well as prepare a pipeline that can readily supply talent to meet employer's long-term goals; cultivate referral partnerships with ECS programs and peer agencies to supply regular referrals; cultivate employer relationships

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

No challenges were encountered in identifying this Workforce scope

PGM #5?	No	
PGM #6?	No	Use this "PGM #6" only for "**OTHER**" if your proposed program does not fall withing the **program types listed in guidelines**.
Program Costs in Project(s) include	Expansion of existing programs to serve new populations or offer new program service and implementation	

Has the Applicant(s) applied, plan to apply, or been awarded other HCD program funds for this proposed Project? Yes

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

Negative points may be assed if applicant fails to disclose all past awards, simultaneous applications, and known future applications.

HCD program(s) name(s):	21-06	Plan to apply?	Loan amount	Grant amount	Awarded?	Award date or expected Award date?	HCD Contract Number
IIG - we may apply in the future but not sure	Yes	Yes		TBD		1/1/2024	

NOFA Section II (C)(2)

Applicant(s) acknowledges that a single Developer may receive no more than $100 million per NOFA funding cycle. This limitation may be waived by SGC if necessary, to meet statutory requirements referenced in Guidelines §108. Yes

Utilizing Tax Credits?	4%				
Federal	No	Proposed equity investor contribution ($)	$93,545,142	Anticipated tax credit factor	$0.9800
State		Proposed equity investor contribution ($)		Anticipated tax credit factor	
Timeframe for applying for 4%Tax Credits	Proposed month	September	Proposed year	2023	Tax Credit Reservation Awarded? No

Is the Project a scattered site housing Project? UMR §8303(b) No

Total Units	LIHTC Units	Project Site Area		Units per Acre		Age Restrictions	Special Facility Type	Tenure Type	Rental Subsidy?	Commercial Space?	Relocation Required?
184	184	0.49	Acres	0	Per Acre	None		Permanent	No	Yes	No

Operating Subsidy?	Yes	HUD 811 Project?	No	Any type of demolition required?			
Number of buildings?	1	Total building(s) stories?	17	Number of elevators?	3	Total Homeownership square Feet?	0
Total Commercial square feet?	8,406	Total Residential Rental square feet?	134,609	Total Residential Non-rental square feet?	48,104		
Total Mixed-use Space (square feet)	8,406						

For Operating Subsidies: Provide evidence of commitment status (e.g., letters of intent, commitment letters, grant awards or subsidy contracts). If commitments are not available, provide other documentation such as a reservation or third-party letter stating the following: total subsidy and estimated first year allocation, date or expected date of award, and term (in years). For Project-Based Rental Assistance: Projects having or proposing project-based rental assistance must provide documentation of current contract Rents. A fully executed subsidy contract shall be required prior loan closing. Projects having or proposing project-based rental assistance shall fund a Transition Reserve in accordance with MHP §7312(f)(2).

File Name:	Operating Subsidy Commitment	Documentation evidencing commitment of Operating Subsidies including source, term (in years), total subsidy amount, and estimated first year allocation.	Uploaded to HCD?	Yes
File Name:	Current Contract Rents	Projects proposing project-based rental assistance: Provide documentation of current contract rents for HAP, Shelter Plus or other source, as applicable.	Uploaded to HCD?	N/A

§105 Eligible Applicants

(a) Applicant(s) acknowledges and understand the requirement of "Eligible Applicants" Yes

(1) Eligible applicant entities shall include any of the following:

(A) A Locality, public housing authority, redevelopment successor agency, transit agency or transit operator, Regional Transportation Planning Agency (RTPA), local Transportation Commission, Congestion Management Agency, Joint Powers Authority (JPA), school district, facilities district, University or Community College District.

(i) For STI or TRA components only, an applicant may provide an executed agreement with a specific Locality or transportation agency non-applicant for the completion of the STI or TRA components of the AHSC Project for which funding is sought.

(B) A Developer or Program Operator.

(C) A Tribal Entity whose Project meets requirements listed in detail in Appendix B.

Is Project being proposed by a **Tribal Entity** and meets requirements listed in detail in Appendix B? No

(2) A special purpose entity formed and controlled by the Developer, and which will serve as the ultimate borrower of AHSC loan funds, is not an eligible Applicant. A special purpose entity ultimate borrower meeting the requirements of UMR §8313.2 may be listed on the AHSC Program application in the appropriate, designated fields for listing such a borrower entity.

(A) Single purpose entities not meeting the requirements of a special purpose entity pursuant to UMR §8313.2, whether serving as an intermediate entity within the ultimate borrower structure or not, are not Eligible Applicants. Such single purpose entities will not be included as a separate party on any AHSC Program legal documents, including but not limited to, Standard Agreements, nor are they eligible to be Recipients or payees of AHSC Program funds.

(3) Where a Public Agency has a real property interest in the proposed Project, the application must include the Public Agency as a joint Applicant or otherwise include a commitment to enter into a contractual agreement to develop the Project, if it is awarded.

Will a Public Agency have a real property interest in the proposed Project?	Yes
Will the Application include the Public Agency as a joint applicant?	Yes

(4) All eligible Applicants appearing on the application for the Project will be held jointly and severally liable for the completion of the Project and as such, will each sign all Standard Agreements to the award of AHSC funds.

(A) A Recipient of Department funds must remain liable for performing all requirements of the award of funds as set forth in the Standard Agreement. Where there are multiple Recipients, all such Recipients must remain jointly and severally liable to the Department for that performance. Notwithstanding the foregoing, Recipients may indemnify each other by entering into agreements with one another as to individual Capital Projects. In no event will any such agreement alter, amend, or revoke each individual Recipient's obligations to the Department, including the joint and several liability.

"**Developer**" means the entity that the Department and the Council rely upon for experience, site control, and capacity, and which controls (1) the Affordable Housing Development during development and through occupancy or the Housing Related Infrastructure during development and through completion, (2) the Sustainable Transportation Infrastructure during development and through operation, or (3) the Transit-Related Amenities during development and through Operation.

Applicant #1	Entity name	Mercy Housing California (nonprofit public benefit corporation)		
Eligible applicant type	Developer	Organization type	Non-profit Public Benefit Corporation	
File Name	App1 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	Yes
File Name	App1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	Yes
File Name	App1 Org Chart	Applicant Organization Chart.	Uploaded to HCD?	Yes
File Name	App1 Signature Block	Signature Block - upload in Microsoft Word Document.	Uploaded to HCD?	Yes
File Name	App1 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
File Name	App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Uploaded to HCD?	Yes

Applicant #2	Entity name	Mayors Office of Housing and Community Development (City & County of San Francisco)		
Eligible applicant type	Public Housing Authority	Organization type	Public Agency	
File Name	App2 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	Yes
File Name	App2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	N/A
File Name	App2 Org Chart	Applicant Organization Chart.	Uploaded to HCD?	N/A
File Name	App2 Signature Block	Signature Block - upload in Microsoft Word Document.	Uploaded to HCD?	Yes
File Name	App2 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	N/A
File Name	App2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Uploaded to HCD?	N/A

Applicant #3	Entity name	N/A

Applicant #4	Entity name	N/A

Owner/Borrower	Entity name	Transbay 2 Family, L.P.		
File Name	Owner Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	Yes
File Name	Owner OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	Yes
File Name	Owner Org Chart	Owner Organization Chart.	Uploaded to HCD?	Yes
File Name	Owner Signature Block	Signature Block - upload in Microsoft Word Document.	Uploaded to HCD?	Yes
File Name	Owner Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
File Name	Owner Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Uploaded to HCD?	N/A

Managing General Partner	Entity name	Transbay 2 Family, LLC		
File Name	MGP Cert & Legal	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	Yes
File Name	MGP OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	Yes
File Name	MGP Org Chart	MGP Organization Chart.	Uploaded to HCD?	Yes
File Name	MGP Signature Block	Signature Block - upload in Microsoft Word Document.	Uploaded to HCD?	Yes
File Name	MGP Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
File Name	MGP Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Uploaded to HCD?	N/A

Administrative General Partner #1	Entity name	N/A

Administrative General Partner #2	Entity name	N/A

Development Team Contacts and Legislative Information

Contact Type	Entity Legal Name	Eligible Sponsor Type
Applicant #1	Mercy Housing California (nonprofit public benefit corporation)	Developer
Applicant #2	Mayors Office of Housing and Community Development (City & County of San Francisco)	Public Housing Authority
Owner / Borrower Entity	Transbay 2 Family, L.P.	Developer
Managing General Partner	N/A	Developer
Manager of LLC	Mercy Housing Calwest	Developer
Transit Agency Partner (applicable to STI and TRA components)	San Francisco Bay Area Rapid Transit District (BART)	
Property Management Agent	Mercy Housing California	
Financial Consultant	California Housing Partnership	
Lead (primary) Service Provider	Episcopal Community Services	
Borrower Legal Counsel	Mercy Housing California	
General Contractor	Swinerton	
Architect	Kennerly Architecture & Planning	
Other (Specify)		
Other (Specify)		
Other (Specify)		
Other (Specify)		

Congress person Name(s)	District #	State Senator Name(s)
Nancy Pelosi	11	Scott D. Wiener

Organization Type	Address	City	State	Zip Code
Non-profit Public Benefit Corporation	1256 Market Street	San Francisco	CA	94102
Public Agency	1 South Van Ness Avenue, 5th Floor	San Francisco	CA	94103
	1256 Market Street	San Francisco	CA	94102
	1256 Market Street	San Francisco	CA	94102
	1256 Market Street	San Francisco	CA	94102
	300 Lakeside Drive, 22nd Floor	Oakland	CA	94612
	1256 Market Street	San Francisco	CA	94102
	369 Pine Street	San Francisco	CA	94104
	165 8th Street	San Francisco	CA	94103
	1600 Broadway, Suite 200	Denver	CO	80202
	260 Townsend Street, #1719	San Francisco	CA	94107
	375 Alabama Street #440	San Francisco	CA	94110

District #	State Assembly Member Name(s)	District #
11	Matt Haney	17

End of Document

Auth Rep Name	Title	Email	Phone #	Contact Name
Ramie Dare	Vice President	rdare@mercyhousing.org	415-355-7118	Sean Wils
Sara Amaral	Director of Housing Development	sara.amaral@sfgov.org	(628) 652-5808	Anne Romero
Ramie Dare	Vice President	rdare@mercyhousing.org	415-355-7118	Sean Wils
Ramie Dare	Vice President	rdare@mercyhousing.org	415-355-7118	Sean Wils
Ramie Dare	Vice President	rdare@mercyhousing.org	415-355-7118	Sean Wils
				Shannon Dodge
				John Ryan
				Aditya Potluri
				Scott Ecker
				Joe Rosenblum
				Shelby Joubert
				Brian Stryzek

Title	Email	Phone #	Contact Address	City
Senior Project Manager	sean.wils@mercyhousing.org	415.355.7100	1256 Market Street	San Francisco
	anne.romero@sfgov.com	415-203-4951	1 South Van Ness Avenue, 5th Floor	San Francisco
Senior Project Manager	sean.wils@mercyhousing.org	415.355.7100	1256 Market Street	San Francisco
Senior Project Manager	sean.wils@mercyhousing.org	415.355.7100	1256 Market Street	San Francisco
Senior Project Manager	sean.wils@mercyhousing.org	415.355.7100	1256 Market Street	San Francisco
		(510) 359-6978		
Director	jryan@mercyhousing.org	415.355.7100		
Senior Financial Consultant	apotluri@chpc.net	415-433-6804		
Director	secker@ecs-sf.org	415-487-3300		
General Counsel	jrosenblum@mercyhousing.org	303-830-3409		
Vice President	sjoubert@swinerton.com	619-467-6721		
Associate Principal	brian@kennerlyarchitecture.com	415-285-2880		

State	Zip Code
CA	94102
CA	94103
CA	94102
CA	94102
CA	94102

Transbay Block 2 Family Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001033

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	Transbay CFD	Valley Transportation Authority (VTA)	0	0	0	0	Sources Total	
STI BUDGET #1 - Transit Priority Signals along Route 8, 8AX,8BX, 30 & 45									
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 (Construction Support)	$350,000							$350,000	
Other Soft Costs (Specify)								$0	
Other Soft Costs (Specify)								$0	
Other Soft Costs (Specify)								$0	
Total Soft Costs	$350,000	$0	$0	$0	$0	$0	$0	$350,000	
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	
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	
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	
Striping/Barricades (for dedicated bus lanes)								$0	
Sidewalk, Curb and Gutter								$0	
Street Lights								$0	
Signage								$0	
Signaling Prioritization Technology	$1,450,000							$1,450,000	
Boarding infrastructure								$0	
Seating/Benches								$0	
Bus/Transit Shelters								$0	
Vehicles								$0	
Other ITS Technology								$0	

Transbay Block 2 Family Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001033

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	Transbay CFD	Valley Transportation Authority (VTA)	0	0	0	0	Sources Total	
Other Transit and Station Areas (Specify)								$0	
Other Transit and Station Areas (Specify)								$0	
Total Transit and Station Areas - Construction	$1,450,000	$0	$0	$0	$0	$0	$0	$1,450,000	
Urban Greening (Specify)								$0	
Urban Greening (Specify)								$0	
Urban Greening (Specify)								$0	
Total Urban Greening	$0	$0	$0	$0	$0	$0	$0	$0	
Provide Name of Impact Fee (Specify)								$0	
Provide Name of Impact Fee (Specify)								$0	
Total Impact Fees	$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	
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	
Transit Priority Signals along Route 8, 8AX,8BX, 30 & 45 Total Budgeted Project Costs	$1,800,000	$0	$0	$0	$0	$0	$0	$1,800,000	

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.

STI BUDGET #2 - Transbay Howard Streetscape - DPW project from 4th St. to Embarcadero)									
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 (Construction Support)	$700,000	$7,300,000						$8,000,000	
Other Soft Costs (Specify)								$0	
Other Soft Costs (Specify)								$0	
Other Soft Costs (Specify)								$0	
Total Soft Costs	$700,000	$7,300,000	$0	$0	$0	$0	$0	$8,000,000	
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	
Sanitary Sewer		$2,400,000						$2,400,000	
Irrigation		$2,300,000						$2,300,000	
Storm Drain		$500,000						$500,000	
Detention Basin/Culverts		$1,200,000						$1,200,000	

Transbay Block 2 Family Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001033

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	Transbay CFD	Valley Transportation Authority (VTA)	0	0	0	0	Sources Total	
Other Site Utilities (Specify)								$0	
Total Site Utilities	$0	$6,400,000	$0	$0	$0	$0	$0	$6,400,000	
Aggregate Base	$200,000	$2,000,000						$2,200,000	
Asphalt Pavement	$600,000	$9,700,000						$10,300,000	
Sidewalk, Curb and Gutter	$200,000	$7,300,000						$7,500,000	
Street Lights		$2,000,000						$2,000,000	
Striping/Barricades (Bicycle Facilities)	$500,000	$1,500,000						$2,000,000	
Signage		$1,000,000						$1,000,000	
Crossing and Traffic Signals	$500,000	$3,000,000						$3,500,000	
Roundabouts, median islands or curb extensions		$820,000						$820,000	
Other traffic calming surface improvements		$880,000						$880,000	
Other Complete Street Improvements (Ramps)	$500,000	$4,500,000						$5,000,000	
Other Complete Street Improvements (Specify)								$0	
Total Complete Streets Improvements - Construction	$2,500,000	$32,700,000	$0	$0	$0	$0	$0	$35,200,000	
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	
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	
Urban Greening (Landscaping)	$300,000	$1,600,000						$1,900,000	
Urban Greening (Specify)								$0	
Urban Greening (Specify)								$0	
Total Urban Greening	$300,000	$1,600,000	$0	$0	$0	$0	$0	$1,900,000	
Provide Name of Impact Fee (Specify)								$0	
Provide Name of Impact Fee (Specify)								$0	
Total Impact Fees	$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	
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	
Total STI #2 Budgeted Project Costs	$3,500,000	$48,000,000	$0	$0	$0	$0	$0	$51,500,000	

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.

Transbay Block 2 Family Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001033

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	Transbay CFD	Valley Transportation Authority (VTA)	0	0	0	0	Sources Total	
STI BUDGET #3 - Purchase of 2 BART Rail Cars									
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	
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	
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	
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	
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	$5,034,634		$1,633,754					$6,668,388	
Other ITS Technology								$0	
Other Transit and Station Areas (Specify)								$0	

Transbay Block 2 Family Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001033

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	Transbay CFD	Valley Transportation Authority (VTA)	0	0	0	0	Sources Total	
Other Transit and Station Areas (Specify)								$0	
Total Transit and Station Areas - Construction	$5,034,634	$0	$1,633,754	$0	$0	$0	$0	$6,668,388	
Urban Greening (Specify)								$0	
Urban Greening (Specify)								$0	
Urban Greening (Specify)								$0	
Total Urban Greening	$0	$0	$0	$0	$0	$0	$0	$0	
Provide Name of Impact Fee (Specify)								$0	
Provide Name of Impact Fee (Specify)								$0	
Total Impact Fees	$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	
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	
Total STI #3 Budgeted Project Costs	$5,034,634	$0	$1,633,754	$0	$0	$0	$0	$6,668,388	

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.

TOTAL SUSTAINABLE TRANSPORTATION INFRASTRUCTURE (STI) BUDGET									
Total Soft Costs	$1,050,000	$7,300,000	$0	$0	$0	$0	$0	$8,350,000	
Total Site Preparation	$0	$0	$0	$0	$0	$0	$0	$0	
Total Site Utilities	$0	$6,400,000	$0	$0	$0	$0	$0	$6,400,000	
Total Complete Streets Improvements - Construction	$2,500,000	$32,700,000	$0	$0	$0	$0	$0	$35,200,000	
Total Transit and Station Areas - Construction	$6,484,634	$0	$1,633,754	$0	$0	$0	$0	$8,118,388	
Total Urban Greening	$300,000	$1,600,000	$0	$0	$0	$0	$0	$1,900,000	
Total Impact Fees	$0	$0	$0	$0	$0	$0	$0	$0	
Total Activity Delivery Costs	$0	$0	$0	$0	$0	$0	$0	$0	
Total Other Capital Asset Costs	$0	$0	$0	$0	$0	$0	$0	$0	
Total STI Budgeted Project Costs	$10,334,634	$48,000,000	$1,633,754	$0	$0	$0	$0	$59,968,388	

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Transbay Block 2 Family Transportation Related Amenities (TRA) Sources and Uses Budget App AHSC0001033

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	Federal Transit Administration Formula Funds	0	0	0	0	0	Sources Total	
TRA BUDGET #1 - Next Generation Fare Gates at Embarcadero BART Station									
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	
Prototype Development and Testing		$59,441						$59,441	
Design		$261,538						$261,538	
Procurement/Legal		$47,552						$47,552	
Other Soft Costs (Specify)								$0	
Total Soft Costs	$0	$368,531	$0	$0	$0	$0	$0	$368,531	
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	
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	
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	
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	
Fare Gates: Material & Labor	$1,367,133							$1,367,133	
Fare Gates: Software Integration	$213,986							$213,986	
Total Transit Station or Stop - Construction	$1,581,119	$0	$0	$0	$0	$0	$0	$1,581,119	

Transbay Block 2 Family Transportation Related Amenities (TRA) Sources and Uses Budget App AHSC0001033

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	Federal Transit Administration Formula Funds	0	0	0	0	0	Sources Total	
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	
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	
Provide Name of Impact Fee (Specify)								$0	
Provide Name of Impact Fee (Specify)								$0	
Total Impact Fees	$0	$0	$0	$0	$0	$0	$0	$0	
Project Management		$190,210						$190,210	
Other Activity Costs (Specify)								$0	
Total Activity Delivery Costs	$0	$190,210	$0	$0	$0	$0	$0	$190,210	
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	
Next Generation Fare Gates at Embarcadero BART Station Total Budgeted Project Costs	$1,581,119	$558,741	$0	$0	$0	$0	$0	$2,139,860	

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.

TOTAL TRANSPORTATION RELATED AMENITIES (TRA) BUDGET									
Total Soft Costs	$0	$368,531	$0	$0	$0	$0	$0	$368,531	
Total Site Preparation	$0	$0	$0	$0	$0	$0	$0	$0	
Total Site Utilities	$0	$0	$0	$0	$0	$0	$0	$0	
Total Complete Streets Improvements - Construction	$0	$0	$0	$0	$0	$0	$0	$0	
Total Transit Station or Stop - Construction	$1,581,119	$0	$0	$0	$0	$0	$0	$1,581,119	
Total Urban Greening	$0	$0	$0	$0	$0	$0	$0	$0	
Total Amenities	$0	$0	$0	$0	$0	$0	$0	$0	
Total Impact Fees	$0	$0	$0	$0	$0	$0	$0	$0	
Total Activity Delivery Costs	$0	$190,210	$0	$0	$0	$0	$0	$190,210	
Total Other Capital Asset Costs	$0	$0	$0	$0	$0	$0	$0	$0	
Total TRA Budgeted Project Costs	$1,581,119	$558,741	$0	$0	$0	$0	$0	$2,139,860	

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Transbay Block 2 Family Programs (PGM) Sources and Uses Budget App AHSC0001033

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								Comments
	AHSC PGM Grant	0	0	0	0	0	0	Sources Total	
PGM BUDGET #1 - San Francisco Bike Coalition - Bike Safety									
Direct Staff Cost (Staff)	$75,000							$75,000	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Total Direct Staff Costs	$75,000	$0	$0	$0	$0	$0	$0	$75,000	
Other Indirect Staff Cost (Administration)	$13,000							$13,000	
Other Indirect Staff Cost (Specify)								$0	
Other Indirect Staff Cost (Specify)								$0	
Total Indirect Staff Costs	$13,000	$0	$0	$0	$0	$0	$0	$13,000	
Total Staff Costs	$88,000	$0	$0	$0	$0	$0	$0	$88,000	
Travel	$5,000							$5,000	
Equipment	$15,000							$15,000	
Required Transit Passes/Cards *(see cell comment)*								$0	
Other Transit Passes								$0	
Supplies (Bikes)	$10,000							$10,000	
Supplies (Specify)								$0	
Other Capital Costs (facilities rental)	$32,000							$32,000	
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	$62,000	$0	$0	$0	$0	$0	$0	$62,000	
San Francisco Bike Coalition - Bike Safety Total Budgeted Project Costs	$150,000	$0	$0	$0	$0	$0	$0	$150,000	
PGM BUDGET #2 - Transit Passes for Residents									
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (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	
Required Transit Passes/Cards *(see cell comment)*	$645,624							$645,624	
Other Transit Passes								$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	$645,624	$0	$0	$0	$0	$0	$0	$645,624	
Transit Passes for Residents Total Budgeted Project Costs	$645,624	$0	$0	$0	$0	$0	$0	$645,624	
PGM BUDGET #3 - Anti-Displacement									
Direct Staff Cost (Staff)	$150,000							$150,000	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Total Direct Staff Costs	$150,000	$0	$0	$0	$0	$0	$0	$150,000	
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	$150,000	$0	$0	$0	$0	$0	$0	$150,000	
Travel								$0	
Equipment								$0	
Required Transit Passes/Cards *(see cell comment)*								$0	
Other Transit Passes								$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	
Anti-Displacement Total Budgeted Project Costs	$150,000	$0	$0	$0	$0	$0	$0	$150,000	
PGM BUDGET #4 - Workforce Development - ECS CHEFS Program									
Direct Staff Cost (Other)	$127,500							$127,500	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	
Direct Staff Cost (Specify)								$0	

Transbay Block 2 Family Programs (PGM) Sources and Uses Budget App AHSC0001033

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								Comments
	AHSC PGM Grant	0	0	0	0	0	0	Sources Total	
Total Direct Staff Costs	$127,500	$0	$0	$0	$0	$0	$0	$127,500	
Other Indirect Staff Cost (Other)	$22,500							$22,500	
Other Indirect Staff Cost (Specify)								$0	
Other Indirect Staff Cost (Specify)								$0	
Total Indirect Staff Costs	$22,500	$0	$0	$0	$0	$0	$0	$22,500	
Total Staff Costs	$150,000	$0	$0	$0	$0	$0	$0	$150,000	
Travel								$0	
Equipment								$0	
Required Transit Passes/Cards *(see cell comment)*								$0	
Other Transit Passes								$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	
Workforce Development - ECS CHEFS Program Total Budgeted Project Costs	$150,000	$0	$0	$0	$0	$0	$0	$150,000	

TOTAL PROGRAMS (PGM) BUDGET									
Total Direct Staff Costs	$352,500	$0	$0	$0	$0	$0	$0	$352,500	
Total Indirect Staff Costs	$35,500	$0	$0	$0	$0	$0	$0	$35,500	
Total Other Capital Costs	$707,624	$0	$0	$0	$0	$0	$0	$707,624	
Total PGM Budgeted Project Costs	$1,095,624	$0	$0	$0	$0	$0	$0	$1,095,624	

End of Document

Transbay Block 2 Family AHD Units and Maximum AHD-HRI Funds App AHSC0001033

Unit Mix

# of Bdrms	Unit Type	% of Area Median Income	Total Units	RENTAL ONLY: Total Rental Units	Total Rental Un-Restricted Units	Total Rental Restricted Units	Total Affordable Rental Units	AHSC Rental Assisted Units	Other Rental Restricted	HOMEOWNERSHIP ONLY: Total Homeowner (HO) Units	Total (HO) Un-Restricted Units	Total (HO) Restricted Units	Total Affordable (HO) Units	AHSC (HO) Assisted Units	Other (HO) Restricted Units	Support. Housing Units	Veterans Units	Senior Units
1	Rental	20%	6	6		6	6	6								6		
2	Rental	20%	18	18		18	18	18								18		
3	Rental	20%	8	8		8	8	8								8		
1	Rental	30%	2	2		2	2	2								2		
2	Rental	30%	4	4		4	4	4								4		
3	Rental	30%	2	2		2	2	2								2		
1	Rental	30%	3	3		3	3	3										
2	Rental	30%	2	2		2	2	2										
3	Rental	30%	1	1		1	1	1										
0	Rental	50%	17	17		17	17	17										
1	Rental	50%	41	41		41	41	41										
2	Rental	50%	16	16		16	16	16										
3	Rental	50%	26	26		26	26	26										
1	Rental	60%	23	23		23	23	23										
2	Rental	60%	13	13		13	13	13										
1	Rental	Manager	1	1	1													
2	Rental	Manager	1	1	1													
		Totals	184	184	2	182	182	182								40		

Does your Project have a previous HCD loan award?	FALSE
Will your Project receive an HCD loan award before the AHSC application due date?	No

San Francisco

Vlookup	Restricted Monthly 2022 Rents	Unrestricted Monthly Rent	Proposed Monthly Rent	[1]Monthly Utility Allowance	Subsidy Program Name (LOSP): Monthly Rent Subsidy Amount	Subsidy Units	Subsidy Program Name (Specify): Monthly Rent Subsidy Amount	Subsidy Units	# of Baths	Square Feet	Other HCD Funding Source	Other Funding Units	Building Type	Net Monthly Restricted Rent	Net Monthly Proposed Rent	Monthly Unrestricted Rent	Subsidy Program Name (LOSP)	Subsidy Program Name (Specify)
3	$699		$409	$109		6			1	542				$3,540	$1,800	$0	$0	$0
4	$839		$504	$154		18			1	825				$12,330	$6,300	$0	$0	$0
5	$969		$599	$199		8			2	1,132				$6,160	$3,200	$0	$0	$0
3	$1,048		$409	$109		2			1	542				$1,878	$600	$0	$0	$0
4	$1,258		$504	$154		4			1	825				$4,416	$1,400	$0	$0	$0
5	$1,454		$599	$199		2			2	1,132				$2,510	$800	$0	$0	$0
3	$1,048		$1,048	$109					1	542				$2,817	$2,817	$0	$0	$0
4	$1,258		$1,248	$154					1	825				$2,208	$2,188	$0	$0	$0
5	$1,454		$1,385	$199					2	1,132				$1,255	$1,186	$0	$0	$0
2	$1,631		$1,455	$91					1	418				$26,180	$23,188	$0	$0	$0
3	$1,748		$1,663	$109					1	542				$67,199	$63,714	$0	$0	$0
4	$2,097		$1,870	$154					1	825				$31,088	$27,456	$0	$0	$0
5	$2,423		$2,079	$199					2	1,132				$57,824	$48,880	$0	$0	$0
3	$2,097		$2,097	$109					1	542				$45,724	$45,724	$0	$0	$0
4	$2,517		$2,494	$154					1	825				$30,719	$30,420	$0	$0	$0
	$0													$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0
	$0													$0	$0	$0	$0	$0
3	$0								1	542				$0	$0	$0	$0	$0
4	$0								1	825				$0	$0	$0	$0	$0
						40		**0**				**0**		**$295,848**	**$259,673**	**$0**	**$0**	**$0**

$3,550,176	Annual Net Restricted Rent
$3,116,076	Annual Net Proposed Rent
$0	Annual Unrestricted Rent

Restricted Rental Units			Restricted Homeowner Units	
0	15% AMI	San Francisco	0	15% AMI
640	20% AMI	San Francisco	0	20% AMI
0	25% AMI	San Francisco	0	25% AMI
420	30% AMI	San Francisco	0	30% AMI
0	35% AMI	San Francisco	0	35% AMI
0	40% AMI	San Francisco	0	40% AMI
0	45% AMI	San Francisco	0	45% AMI
5,000	50% AMI	San Francisco	0	50% AMI
0	55% AMI	San Francisco	0	55% AMI
2,160	60% AMI	San Francisco	0	60% AMI
0	**Total**	San Francisco	0	65% AMI
0		San Francisco	0	70% AMI
0		San Francisco	0	75% AMI
0		San Francisco	0	80% AMI
		San Francisco	**0**	
8,220		San Francisco		
		San Francisco		
		San Francisco		
		San FranciscoManager		
		San FranciscoManager		

Maximum **AHD** Funding Amount

Unrestricted Manager Funding Amount	$400,000		AHD Funds Requested	$28,000,000		Max allowable AHD Loan	$28,000,000

AMI	**0** Bedroom Units: Per Unit Amount	AHSC Assisted Units	Other Rental Restricted	Funding Amount	**1** Bedroom Units: Per Unit Amount	AHSC Assisted Units	Other Rental Restricted	Funding Amount	**2** Bedroom Units: Per Unit Amount	AHSC Assisted Units	Other Rental Restricted	Funding Amount	**3** Bedroom Units: Per Unit Amount	AHSC Assisted Units	Other Rental Restricted	Funding Amount	**4+** Bedroom Units: Per Unit Amount	AHSC Assisted Units	Other Rental Restricted	Funding Amount
60%	$200,000				$200,000	23		$4,600,000	$200,000	13		$2,600,000	$200,000				$200,000			
55%	$223,480				$225,208				$230,250				$234,859				$238,893			
50%	$246,959	17		$4,198,310	$250,273	41		$10,261,173	$260,500	16		$4,167,998	$269,863	26		$7,016,436	$277,930			
45%	$270,439				$275,481				$290,750				$304,722				$316,822			
40%	$293,919				$300,689				$320,856				$339,582				$355,715			
35%	$317,543				$325,897				$351,106				$374,585				$394,752			
30%	$341,022				$351,106	5		$1,755,528	$381,356	6		$2,288,133	$409,445	3		$1,228,334	$433,645			
25%	$364,502				$376,170				$411,605				$444,448				$472,682			
20%	$387,982				$401,378	6		$2,408,269	$441,711	18		$7,950,805	$479,308	8		$3,834,462	$511,574			
15%	$411,461				$426,586				$471,961				$514,167				$550,467			
Totals	Total	17	0	$4,198,310	Total	75	0	$19,024,970	Total	53	0	#########	Total	37	0	#########	Total	0	0	$0

Permanent Financing Funding Gap Calculation

Total Development Cost	###########
Less: Net Syndication Proceeds/Investor Equity	$93,545,142
Less: Additional Owner/General Partner Equity (Including Deferred Developer Fee)	$840,000
Total Estimated Financing needed	$98,300,928
Less: Supportable Conventional or Bond Debt Financing	$2,876,000
Less: "Soft" Financing and Grants.	$67,424,928
Permanent Funding Gap	$28,000,000

Shared Cost Calculation

MHP: $7394(c)

Average gross square feet of Restricted Units	134,732
Average gross square feet of all residential units	134,732
Restricted Units average gross square footage as a % of total residential units average gross square footage	100%
Shared Cost Calculation Amount	##########

AHD or Homeownership Base Amount:			$200,000				vacancy rate
		Assume:	DSCR	6.0%	360	1.1	5%

Base Amount + Reduction in Amount Financeable due to Rent Limitations below 60% AMI

County	RentalAMI	HO AMI	0 BR	1 BR	2 BR	3 BR	4+ BR
San Francisco 0.8	80%	120%	$200,000	$200,000	$200,000	$200,000	$200,000
San Francisco 0.75	75%	115%	$200,000	$200,000	$200,000	$200,000	$200,000
San Francisco 0.7	70%	110%	$200,000	$200,000	$200,000	$200,000	$200,000
San Francisco 0.65	65%	105%	$200,000	$200,000	$200,000	$200,000	$200,000
San Francisco 0.6	60%	100%	$200,000	$200,000	$200,000	$200,000	$200,000
San Francisco 0.55	55%	95%	$223,480	$225,208	$230,250	$234,859	$238,893
San Francisco 0.5	50%	90%	$246,959	$250,273	$260,500	$269,863	$277,930
San Francisco 0.45	45%	85%	$270,439	$275,481	$290,750	$304,722	$316,822
San Francisco 0.4	40%	80%	$293,919	$300,689	$320,856	$339,582	$355,715
San Francisco 0.35	35%	75%	$317,543	$325,897	$351,106	$374,585	$394,752
San Francisco 0.3	30%	70%	$341,022	$351,106	$381,356	$409,445	$433,645
San Francisco 0.25	25%	65%	$364,502	$376,170	$411,605	$444,448	$472,682
San Francisco 0.2	20%	60%	$387,982	$401,378	$441,711	$479,308	$511,574
San Francisco 0.15	15%	55%	$411,461	$426,586	$471,961	$514,167	$550,467

Income and Rent Calculation Tables

TCAC/CDLAC/AHSC/CalHFA Income Limits Calculated from HUD 50% Income Limits

Income Level	Household Size 1	2	3	4	5	6	7	8
120%	$156,600	$179,040	$201,360	$223,680	$241,680	$259,560	$277,440	$295,320
110%	$143,550	$164,120	$184,580	$205,040	$221,540	$237,930	$254,320	$270,710
100%	$130,500	$149,200	$167,800	$186,400	$201,400	$216,300	$231,200	$246,100
95%	$123,975	$141,740	$159,410	$177,080	$191,330	$205,485	$219,640	$233,795
90%	$117,450	$134,280	$151,020	$167,760	$181,260	$194,670	$208,080	$221,490
85%	$110,925	$126,820	$142,630	$158,440	$171,190	$183,855	$196,520	$209,185
80%	$104,400	$119,360	$134,240	$149,120	$161,120	$173,040	$184,960	$196,880
75%	$97,875	$111,900	$125,850	$139,800	$151,050	$162,225	$173,400	$184,575
70%	$91,350	$104,440	$117,460	$130,480	$140,980	$151,410	$161,840	$172,270
65%	$84,825	$96,980	$109,070	$121,160	$130,910	$140,595	$150,280	$159,965
60%	$78,300	$89,520	$100,680	$111,840	$120,840	$129,780	$138,720	$147,660
55%	$71,775	$82,060	$92,290	$102,520	$110,770	$118,965	$127,160	$135,355
50%	$65,250	$74,600	$83,900	$93,200	$100,700	$108,150	$115,600	$123,050
45%	$58,725	$67,140	$75,510	$83,880	$90,630	$97,335	$104,040	$110,745
40%	$52,200	$59,680	$67,120	$74,560	$80,560	$86,520	$92,480	$98,440
35%	$45,675	$52,220	$58,730	$65,240	$70,490	$75,705	$80,920	$86,135
30%	$39,150	$44,760	$50,340	$55,920	$60,420	$64,890	$69,360	$73,830
25%	$32,625	$37,300	$41,950	$46,600	$50,350	$54,075	$57,800	$61,525

county_name	lim50_21p1	lim50_21p2	lim50_21p3	lim50_21p4	lim50_21p5	lim50_21p6	lim50_21p7	lim50_21p8
Alameda	$50,000	$57,150	$64,300	$71,400	$77,150	$82,850	$88,550	$94,250
Alpine	$31,800	$36,350	$40,900	$45,400	$49,050	$52,700	$56,300	$59,950
Amador	$30,350	$34,650	$39,000	$43,300	$46,800	$50,250	$53,700	$57,200
Butte	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Calaveras	$31,500	$36,000	$40,500	$45,000	$48,600	$52,200	$55,800	$59,400
Colusa	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Contra Costa	$50,000	$57,150	$64,300	$71,400	$77,150	$82,850	$88,550	$94,250
Del Norte	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
El Dorado	$35,500	$40,550	$45,600	$50,650	$54,750	$58,800	$62,850	$66,900
Fresno	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Glenn	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Humboldt	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Imperial	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Inyo	$28,950	$33,100	$37,250	$41,350	$44,700	$48,000	$51,300	$54,600
Kern	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Kings	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Lake	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Lassen	$28,150	$32,150	$36,150	$40,150	$43,400	$46,600	$49,800	$53,000
Los Angeles	$41,700	$47,650	$53,600	$59,550	$64,350	$69,100	$73,850	$78,650
Madera	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Marin	$65,250	$74,600	$83,900	$93,200	$100,700	$108,150	$115,600	$123,050
Mariposa	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Mendocino	$28,150	$32,150	$36,150	$40,150	$43,400	$46,600	$49,800	$53,000
Merced	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Modoc	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Mono	$28,150	$32,150	$36,150	$40,150	$43,400	$46,600	$49,800	$53,000
Monterey	$39,800	$45,500	$51,200	$56,850	$61,400	$65,950	$70,500	$75,050
Napa	$44,150	$50,450	$56,750	$63,050	$68,100	$73,150	$78,200	$83,250
Nevada	$34,450	$39,400	$44,300	$49,200	$53,150	$57,100	$61,050	$64,950
Orange	$47,450	$54,200	$61,000	$67,750	$73,200	$78,600	$84,050	$89,450
Placer	$35,500	$40,550	$45,600	$50,650	$54,750	$58,800	$62,850	$66,900
Plumas	$28,600	$32,700	$36,800	$40,850	$44,150	$47,400	$50,700	$53,950
Riverside	$30,800	$35,200	$39,600	$44,000	$47,550	$51,050	$54,600	$58,100
Sacramento	$35,500	$40,550	$45,600	$50,650	$54,750	$58,800	$62,850	$66,900
San Benito	$36,800	$42,050	$47,300	$52,550	$56,800	$61,000	$65,200	$69,400
San Bernardi	$30,800	$35,200	$39,600	$44,000	$47,550	$51,050	$54,600	$58,100
San Diego	$45,550	$52,050	$58,550	$65,050	$70,300	$75,500	$80,700	$85,900
San Francisc	$65,250	$74,600	$83,900	$93,200	$100,700	$108,150	$115,600	$123,050
San Joaquin	$29,000	$33,150	$37,300	$41,400	$44,750	$48,050	$51,350	$54,650
San Luis Obi	$38,300	$43,800	$49,250	$54,700	$59,100	$63,500	$67,850	$72,250
San Mateo	$65,250	$74,600	$83,900	$93,200	$100,700	$108,150	$115,600	$123,050

20%	$26,100	$29,840	$33,560	$37,280	$40,280	$43,260	$46,240	$49,220
15%	$19,575	$22,380	$25,170	$27,960	$30,210	$32,445	$34,680	$36,915

CalHFA 50% Rent Limits

(Assumes 1 person in 0-bedroom, 2 people in a 1 bdrm and 1 additional person per additional bedroom)

Level	0 Bdrm.	1 Bdrm.	2 Bdrm.	3 Bdrm.	4 Bdrm.	5 Bdrm.
San Francisco(	$1,631	$1,865	$2,098	$2,330	$2,518	$2,704

TCAC/CDLAC/AHSC Rent Limits

(Assumes 1 person in 0-bdrm unit, 1.5 people per bedroom in other units)

TCACrentTbl

Limit	0 Bdrm.	1 Bdrm.	2 Bdrm.	3 Bdrm.	4 Bdrm.	5 Bdrm.
San Francisco	$3,915	$4,195	$5,034	$5,817	$6,489	$7,159
San Francisco	$3,588	$3,845	$4,614	$5,332	$5,948	$6,562
San Francisco	$3,262	$3,496	$4,195	$4,847	$5,407	$5,966
San Francisco0	$3,099	$3,321	$3,985	$4,605	$5,137	$5,667
San Francisco0	$2,936	$3,146	$3,775	$4,362	$4,866	$5,369
San Francisco0	$2,773	$2,971	$3,565	$4,120	$4,596	$5,071
San Francisco0	$2,610	$2,797	$3,356	$3,878	$4,326	$4,773
San Francisco0	$2,446	$2,622	$3,146	$3,635	$4,055	$4,474
San Francisco0	$2,283	$2,447	$2,936	$3,393	$3,785	$4,176
San Francisco0	$2,120	$2,272	$2,726	$3,150	$3,514	$3,878
San Francisco0	$1,957	$2,097	$2,517	$2,908	$3,244	$3,579
San Francisco0	$1,794	$1,922	$2,307	$2,666	$2,974	$3,281
San Francisco0	$1,631	$1,748	$2,097	$2,423	$2,703	$2,983
San Francisco0	$1,468	$1,573	$1,887	$2,181	$2,433	$2,684
San Francisco0	$1,305	$1,398	$1,678	$1,939	$2,163	$2,386
San Francisco0	$1,141	$1,223	$1,468	$1,696	$1,892	$2,088
San Francisco0	$978	$1,048	$1,258	$1,454	$1,622	$1,789
San Francisco0	$815	$874	$1,048	$1,211	$1,351	$1,491
San Francisco0	$652	$699	$839	$969	$1,081	$1,193
San Francisco0	$489	$524	$629	$727	$811	$894

Santa Barbar	$48,900	$55,900	$62,900	$69,850	$75,450	$81,050	$86,650	$92,250
Santa Clara	$59,000	$67,400	$75,850	$84,250	$91,000	$97,750	$104,500	$111,250
Santa Cruz	$54,450	$62,200	$70,000	$77,750	$84,000	$90,200	$96,450	$102,650
Shasta	$27,800	$31,800	$35,750	$39,700	$42,900	$46,100	$49,250	$52,450
Sierra	$31,500	$36,000	$40,500	$45,000	$48,600	$52,200	$55,800	$59,400
Siskiyou	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Solano	$38,050	$43,450	$48,900	$54,300	$58,650	$63,000	$67,350	$71,700
Sonoma	$41,600	$47,550	$53,500	$59,400	$64,200	$68,950	$73,700	$78,450
Stanislaus	$27,900	$31,900	$35,900	$39,850	$43,050	$46,250	$49,450	$52,650
Sutter	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Tehama	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Trinity	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Tulare	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450
Tuolumne	$29,150	$33,300	$37,450	$41,600	$44,950	$48,300	$51,600	$54,950
Ventura	$43,900	$50,200	$56,450	$62,700	$67,750	$72,750	$77,750	$82,800
Yolo	$34,700	$39,650	$44,600	$49,550	$53,550	$57,500	$61,450	$65,450
Yuba	$27,300	$31,200	$35,100	$38,950	$42,100	$45,200	$48,300	$51,450

Development Sources

			Construction Totals		$192,686,070	$0	$192,686,070	Construction Terms			Permanent Terms								Details of Deferred Costs		
			Permanent Totals		$192,686,070	$0	$192,686,070				Interest Rate		Repayment Terms			$413,514	$0	$101,876,456	$1,855,630		
Construction	Committed?	AHD vs HRI	Source Name (**lien priority order**)	Source Type	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate	Required Payment	Loan Term (months)	Rate	Type	Amortizing Period (yrs.)	Type	Due in (yrs.)	Required Residential Debt Service	Required Commercial Debt Service	Tax-Exempt Amount	Deferred Amount	Description
Construction	No	HRI	AHSC HRI Grant	State-HCD																$895,190	Operating Reserve
Construction	Yes	AHD	Tax-Exempt Bond Loan	Private	1	$99,000,456		$99,000,456	7.48%	Interest Only	30								$99,000,456	$75,440	TCAC Application Reservation/Monitoring Fee
Construction	Yes	AHD	Taxable Construction Loan	Private	2	$9,533,284		$9,533,284	7.73%	Interest Only	30									$5,000	Syndication Fee
Construction	Yes	AHD	OCII	Local	3	$64,480,000		$64,480,000	3.00%	Deferred	30									$880,000	Developer Fee
Construction	Yes	AHD	Accrued Interest			$2,944,928		$2,944,928													
			Deferred Developer Fees																		
Construction	Yes	AHD	Other Deferred Costs			$1,855,630		$1,855,630													
Construction	Yes	AHD	Developer Fee Contribution			$840,000		$840,000													
			GP Equity																		
Construction	Yes	AHD	Gross Tax Credit Equity			$14,031,772		$14,031,772													
Permanent																					
Permanent	No	HRI	AHSC HRI Grant	State-HCD																	
Permanent	No	AHD	AHSC AHD Funding	State-HCD	3	$28,000,000		$28,000,000				3.00%	Fixed for Term	55	RR	55	$117,600				
Permanent	Yes	AHD	Tax-Exempt Bond Loan	Private	1	$2,876,000		$2,876,000				6.38%	Fixed for Term	15	FAM	15	$295,914		$2,876,000		
Permanent	Yes	AHD	OCII	Local	2	$64,480,000		$64,480,000				3.00%	Fixed for Term	55	RR	55					
Permanent	Yes	AHD	Accrued Interest	Other		$2,944,928		$2,944,928													
		AHD																			
		AHD																			
		AHD																			
		AHD																			
		AHD																			
		AHD																			
		AHD																			
		AHD																			
		AHD																			
Permanent	Yes	AHD	Deferred Developer Fees	Private		$840,000		$840,000													
		AHD	Developer Fee Contribution																		
		AHD	GP Equity																		
Permanent	Yes	AHD	Gross Tax Credit Equity	4% tax credits		$93,545,142		$93,545,142													

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.

End of Document

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	$0	$0	$0			
Demolition	$0	$0	$0			
Legal	$0	$0	$0			
Land Lease Rent Prepayment	$0					
Total Land Cost or Value	$0	$0	$0			
Existing Improvements Cost or Value	$0	$0	$0		$0	
Off-Site Improvements	$0	$0	$0	$0	$0	
Total Acquisition Cost	$0	$0	$0		$0	
Total Land Cost / Acquisition Cost	$0	$0	$0			
Predevelopment Interest/Holding Cost	$0	$0	$0	$0	$0	
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	$0					
Excess Purchase Price Over Appraisal	$0					
REHABILITATION						
Site Work	$0	$0	$0	$0	$0	
Structures	$0	$0	$0	$0	$0	
General Requirements	$0	$0	$0	$0	$0	
Contractor Overhead	$0	$0	$0	$0	$0	
Contractor Profit	$0	$0	$0	$0	$0	
Prevailing Wages	$0	$0	$0	$0	$0	
General Liability Insurance	$0	$0	$0	$0	$0	
Urban Greening	$0					
Other Rehabilitation (Specify)	$0	$0	$0	$0	$0	
Other Rehabilitation (Specify)	$0					
Other Rehabilitation (Specify)	$0					
Total Rehabilitation Costs	$0	$0	$0	$0	$0	
Total Relocation Expenses	$0	$0	$0	$0	$0	
NEW CONSTRUCTION						
Site Work	$0	$0	$0	$0	$0	
Structures	$145,570,324	$145,570,324	$0	$145,570,324	$0	
General Requirements	$2,070,621	$2,070,621	$0	$2,070,621	$0	
Contractor Overhead	$1,703,683	$1,703,683	$0	$1,703,683	$0	
Contractor Profit	$1,703,683	$1,703,683	$0	$1,703,683	$0	
Prevailing Wages	$0	$0	$0	$0	$0	
General Liability Insurance	$0	$0	$0	$0	$0	
Urban Greening	$200,000	$200,000		$200,000		
Other New Construction (Specify)	$0	$0	$0	$0	$0	
Other New Construction (Specify)	$0			$0		
Other New Construction (Specify)	$0			$0		
Total New Construction Costs	$151,248,311	$151,248,311	$0	$151,248,311	$0	
ARCHITECTURAL FEES						
Design	$3,900,000	$3,900,000	$0	$3,900,000	$0	
Supervision	$0	$0	$0	$0	$0	
Total Architectural Costs	$3,900,000	$3,900,000	$0	$3,900,000	$0	
Total Survey & Engineering	$550,000	$550,000	$0	$550,000	$0	
CONSTRUCTION INTEREST & FEES						
Construction Loan Interest	$12,302,210	$12,302,210	$0	$7,124,105	$0	
Origination Fee	$665,502	$665,502	$0	$372,277	$0	
Credit Enhancement/Application Fee	$0					
Bond Premium	$0	$0	$0	$0	$0	
Cost of Issuance	$930,686	$930,686	$0	$0	$0	
Title & Recording	$100,000	$100,000	$0	$100,000	$0	
Taxes	$0	$0	$0	$0	$0	
Insurance	$2,000,000	$2,000,000	$0	$2,000,000	$0	
Employment Reporting	$0					
Other Construction Int. & Fees (Lender Expenses)	$63,000	$63,000	$0	$35,242	$0	
Other Construction Int. & Fees (Accrued Interest)	$2,944,928	$2,944,928		$2,146,710		
Total Construction Interest & Fees	$19,006,326	$19,006,326	$0	$11,778,334	$0	
PERMANENT FINANCING						
Loan Origination Fee	$28,760	$28,760	$0			
Credit Enhancement/Application Fee	$0	$0	$0			
Title & Recording	$20,000	$20,000	$0			
Taxes	$0					
Insurance	$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
Other Perm. Financing Costs (Lender Expenses)	$10,000	$10,000	$0			
Other Perm. Financing Costs (Specify)	$0					
Total Permanent Financing Costs	$58,760	$58,760	$0			
Subtotals Forward	$174,763,397	$174,763,397	$0	$167,476,645	$0	
LEGAL FEES						
Legal Paid by Applicant	$90,000	$90,000	$0	$41,954	$0	
Other Attorney Costs (Owner Legal)	$150,000	$150,000	$0	$30,000	$0	
Other Attorney Costs (Specify)	$0					
Other Attorney Costs (Specify)	$0					
Total Attorney Costs	$240,000	$240,000	$0	$71,954	$0	
RESERVES						
Operating Reserve	$895,190	$895,190	$0			
Replacement Reserve	$0	$0	$0			
Transition Reserve Pool Fee	$0					
Rent Reserve	$0	$0	$0			
Other Reserve Costs (Specify)	$0	$0	$0			
Other Reserve Costs (Specify)	$0					
Other Reserve Costs (Specify)	$0					
Total Reserve Costs	$895,190	$895,190	$0			
CONTINGENCY COSTS						
Construction Hard Cost Contingency	$7,562,416	$7,562,416	$0	$7,562,416	$0	
Soft Cost Contingency	$1,157,560	$1,157,560	$0	$1,157,560	$0	
Total Contingency Costs	$8,719,976	$8,719,976	$0	$8,719,976	$0	
OTHER PROJECT COSTS						
TCAC App/Allocation/Monitoring Fees	$171,904	$171,904	$0			
Environmental Audit	$100,000	$100,000	$0	$100,000	$0	
Local Development Impact Fees	$1,661,603	$1,661,603	$0	$1,661,603	$0	
Permit Processing Fees	$1,204,000	$1,204,000	$0	$1,204,000	$0	
Capital Fees	$450,000	$450,000	$0	$450,000	$0	
Marketing	$430,000	$430,000	$0			
Furnishings	$500,000	$500,000	$0	$500,000	$0	
Market Study	$25,000	$25,000	$0	$0	$0	
Accounting/Reimbursable	$40,000	$40,000	$0		$0	
Appraisal Costs	$15,000	$15,000	$0	$15,000	$0	
Broadband Readiness	$0					
Other Costs (Construction Supervision, Syndication C	$230,000	$230,000	$0	$145,000	$0	
Other Costs (Consultants)	$200,000	$200,000	$0	$200,000	$0	
Other Costs (Specify)	$0				$0	
Other Costs (Specify)	$0					
Other Costs (Specify)	$0					
Total Other Costs	$5,027,507	$5,027,507	$0	$4,275,603	$0	
SUBTOTAL PROJECT COST	$189,646,070	$189,646,070	$0	$180,544,178	$0	
DEVELOPER COSTS						
Developer Overhead/Profit	$3,040,000	$3,040,000	$0	$3,040,000	$0	
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	$3,040,000	$3,040,000	$0	$3,040,000	$0	
TOTAL PROJECT COST	$192,686,070	$192,686,070	$0	$183,584,178	$0	
			Eligible Basis:	$183,584,178	$0	
			Total Eligible Basis:		$183,584,178	

	DF 2022
Total Developer Fee *(equals Total Developer Costs above)* :	$3,040,000
Total Developer Fee paid from development funding sources:	$2,200,000
Deferred Developer Fee payable on a priority basis from available Cash Flow:	$840,000
Deferred Developer Fee payable from allowable 50% Distribution:	$0
Developer Fee Contributed as Capital:	$0

Scroll to the Right for more data input (sources) ---------->

Transbay Block 2 Family AHD and HRI Permanent Sources and Uses App AHSC0001033

Residential Sources and Uses Budget

USES OF FUNDS Soft cost in red (total AHSC AHD below) $0	Total Cost from AHD Dev Budget	AHSC AHD Funding	Tax-Exempt Bond Loan	OCII	Accrued Interest										Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity	Total Residential Sources	Residential Costs Total	Commercial Costs Total	Commercial Sources GP Loan : City Centro	Union Bank Perm Loan	Residential Cost Difference Dev Budget vs. Sources
LAND COST/ACQUISITION																								
Land Cost or Value	$0																	$0	$0	$0	$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	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Existing Improvements Cost or Value	$0																	$0	$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	$0	$0	$0
Total Land Cost / Acquisition Cost	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0
Predevelopment Interest/Holding Cost	$0																	$0	$0	$0	$0		$2,552	$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	$0	$0	$0
Total Relocation Expenses	$0																	$0	$0	$0	$0			$0
NEW CONSTRUCTION																								
Site Work	$0																	$0	$0	$0	$0			$0
Structures	$145,570,324	$28,000,000	$2,876,000	$64,480,000													$0	$50,214,324	$145,570,324	$145,570,324	$0			$0
General Requirements	$2,070,621																	$2,070,621	$2,070,621	$2,070,621	$0			$0
Contractor Overhead	$1,703,683																	$1,703,683	$1,703,683	$1,703,683	$0			$0
Contractor Profit	$1,703,683																	$1,703,683	$1,703,683	$1,703,683	$0			$0
Prevailing Wages	$0																	$0	$0	$0	$0			$0
General Liability Insurance	$0																	$0	$0	$0	$0			$0
Urban Greening	$200,000																	$200,000	$200,000	$200,000	$0			$0
Other New Construction (Specify)	$0																	$0	$0	$0	$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	$151,248,311	$28,000,000	$2,876,000	$64,480,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$55,892,311	$151,248,311	$151,248,311	$0	$0	$0	$0
ARCHITECTURAL FEES																								
Design	$3,900,000																	$3,900,000	$3,900,000	$3,900,000	$0			$0
Supervision	$0																	$0	$0	$0	$0			$0
Total Architectural Costs	$3,900,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$3,900,000	$3,900,000	$3,900,000	$0	$0	$0	$0
Total Survey & Engineering	$550,000																	$550,000	$550,000	$550,000	$0			$0
CONSTRUCTION INTEREST & FEES																								
Construction Loan Interest	$12,302,210																	$12,302,210	$12,302,210	$12,302,210	$0			$0
Origination Fee	$665,502																	$665,502	$665,502	$665,502	$0			$0
Credit Enhancement/Application Fee	$0																	$0	$0	$0	$0			$0
Bond Premium	$0																	$0	$0	$0	$0			$0
Cost of Issuance	$930,686																	$930,686	$930,686	$930,686	$0			$0
Title & Recording	$100,000																	$100,000	$100,000	$100,000	$0			$0
Taxes	$0																	$0	$0	$0	$0			$0
Insurance	$2,000,000																	$2,000,000	$2,000,000	$2,000,000	$0			$0
Employment Reporting	$0																	$0	$0	$0	$0			$0
Other Construction Int. & Fees (Lender Expenses)	$63,000																	$63,000	$63,000	$63,000	$0			$0
Other Construction Int. & Fees (Accrued Interest)	$2,944,928				$2,944,928													$0	$2,944,928	$2,944,928	$0			$0
Total Construction Interest & Fees	$19,006,326	$0	$0	$0	$2,944,928	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$16,061,398	$19,006,326	$19,006,326	$0	$0	$0	$0

Transbay Block 2 Family AHD and HRI Permanent Sources and Uses App AHSC0001033

Residential Sources and Uses Budget

USES OF FUNDS Soft cost in red (total AHSC AHD below) $0	Total Cost from AHD Dev Budget	AHSC AHD Funding	Tax-Exempt Bond Loan	OCII	Accrued Interest										Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity	Total Residential Sources	Residential Costs Total	Commercial Costs Total	Commercial Sources: GP Loan : City Centro	Commercial Sources: Union Bank Perm Loan	Residential Cost Difference Dev Budget vs. Sources
PERMANENT FINANCING																								
Loan Origination Fee	$28,760																	$28,760	$28,760	$28,760	$0			$0
Credit Enhancement/Application Fee	$0																	$0	$0	$0	$0			$0
Title & Recording	$20,000																	$20,000	$20,000	$20,000	$0			$0
Taxes	$0																	$0	$0	$0	$0			$0
Insurance	$0																	$0	$0	$0	$0			$0
Other Perm. Financing Costs (Lender Expenses)	$10,000																	$10,000	$10,000	$10,000	$0			$0
Other Perm. Financing Costs (Specify)	$0																	$0	$0	$0	$0			$0
Total Permanent Financing Costs	$58,760	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$58,760	$58,760	$58,760	$0	$0	$0	$0
Subtotals Forward	$174,763,397	$28,000,000	$2,876,000	$64,480,000	$2,944,928	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$76,462,469	$174,763,397	$174,763,397	$0	$0	$2,552	$0
LEGAL FEES																								
Legal Paid by Applicant	$90,000																	$90,000	$90,000	$90,000	$0			$0
Other Attorney Costs (Owner Legal)	$150,000																	$150,000	$150,000	$150,000	$0			$0
Other Attorney Costs (Specify)	$0																	$0	$0	$0	$0			$0
Other Attorney Costs (Specify)	$0																	$0	$0	$0	$0			$0
Total Attorney Costs	$240,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$240,000	$240,000	$240,000	$0	$0	$0	$0
RESERVES																								
Operating Reserve	$895,190																	$895,190	$895,190	$895,190	$0			$0
Replacement Reserve	$0																	$0	$0	$0	$0			$0
Transition Reserve Pool Fee	$0																	$0	$0	$0	$0			$0
Rent Reserve	$0																	$0	$0	$0	$0			$0
Other Reserve Costs (Specify)	$0																	$0	$0	$0	$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	$895,190	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$895,190	$895,190	$895,190	$0	$0	$0	$0
CONTINGENCY COSTS																								
Construction Hard Cost Contingency	$7,562,416																	$7,562,416	$7,562,416	$7,562,416	$0			$0
Soft Cost Contingency	$1,157,560																	$1,157,560	$1,157,560	$1,157,560	$0			$0
Total Contingency Costs	$8,719,976	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$8,719,976	$8,719,976	$8,719,976	$0	$0	$0	$0
OTHER PROJECT COSTS																								
TCAC App/Allocation/Monitoring Fees	$171,904																	$171,904	$171,904	$171,904	$0			$0
Environmental Audit	$100,000																	$100,000	$100,000	$100,000	$0			$0
Local Development Impact Fees	$1,661,603																	$1,661,603	$1,661,603	$1,661,603	$0			$0
Permit Processing Fees	$1,204,000																	$1,204,000	$1,204,000	$1,204,000	$0			$0
Capital Fees	$450,000																	$450,000	$450,000	$450,000	$0			$0
Marketing	$430,000																	$430,000	$430,000	$430,000	$0			$0
Furnishings	$500,000																	$500,000	$500,000	$500,000	$0			$0
Market Study	$25,000																	$25,000	$25,000	$25,000	$0			$0
Accounting/Reimbursable	$40,000																	$40,000	$40,000	$40,000	$0			$0
Appraisal Costs	$15,000																	$15,000	$15,000	$15,000	$0			$0
Broadband Readiness	$0																	$0	$0	$0	$0			$0
Other Costs (Construction Supervision, Syndication Consulting)	$230,000																	$230,000	$230,000	$230,000	$0			$0
Other Costs (Consultants)	$200,000																	$200,000	$200,000	$200,000	$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
Total Other Costs	$5,027,507	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$5,027,507	$5,027,507	$5,027,507	$0	$0	$0	$0
SUBTOTAL PROJECT COST	$189,646,070	$28,000,000	$2,876,000	$64,480,000	$2,944,928	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$91,345,142	$189,646,070	$189,646,070	$0	$0	$2,552	$0
DEVELOPER COSTS																								
Developer Overhead/Profit	$3,040,000														$840,000	$0		$2,200,000	$3,040,000	$3,040,000	$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	$3,040,000	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$0	$840,000	$0	$0	$2,200,000	$3,040,000	$3,040,000	$0	$0	$0	$0
TOTAL PROJECT COST	$192,686,070	$28,000,000	$2,876,000	$64,480,000	$2,944,928	$0	$0	$0	$0	$0	$0	$0	$0	$0	$840,000	$0	$0	$93,545,142	$192,686,070	$192,686,070	$0	$0	$2,552	$0

Transbay Block 2 Family AHD and HRI Permanent Sources and Uses App AHSC0001033

Residential Sources and Uses Budget

USES OF FUNDS Soft cost in red (total AHSC AHD below) $0	Total Cost from AHD Dev Budget	AHSC AHD Funding	Tax-Exempt Bond Loan	OCII	Accrued Interest										Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity	Total Residential Sources	Residential Costs	Commercial Costs	Commercial Sources GP Loan : City Centro	Union Bank Perm Loan	Residential Cost Difference Dev Budget vs. Sources
																				Total	Total			
AHD TOTAL PROJECT COSTS	$192,686,070	$28,000,000	$2,876,000	$64,480,000	$2,944,928	$0	$0	$0	$0	$0	$0	$0	$0	$0	$840,000	$0	$0	$93,545,142	$192,686,070	$192,686,070	$0	$0	$2,552	
TOTAL AHD PROJECT COSTS		$28,000,000	$2,876,000	$64,480,000	$2,944,928	$0	$0	$0	$0	$0	$0	$0	$0	$0	$840,000	$0	$0	$93,545,142	$192,686,070	$192,686,070	$0	$0	$2,552	

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.

End of Document

Annual Income and Expenses

Employee Information

No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent	Comments
		On-Site Manager(s)	$247,981		
		On-Site Assistant Manager(s)			
		Supportive Services Staff Supervisor(s)			
		Supportive Services Coordinator, On-Site			
		Other Supportive Services Staff (inc. Case Manager)	$281,000		
		On-Site Maintenance Employee(s)	$235,030		
		On-Site Leasing Agent/Administrative Employee(s)			
		On-Site Security Employee(s)	$205,920		
		Other (specify)			
		Other (specify)			
		Total Salaries and Value of Free Rent Units	$969,931	$0	
6711		Payroll Taxes	$222,256	Show free rent as an expense?	
6722		Workers Compensation			
6723		Employee Benefits			
		Employee(s) Payroll Taxes, Workers Comp. & Benefits	$222,256		
		Total Employee(s) Expenses	$1,192,187		

Employee Units

Income Limit	Job Title(s) of Employee(s) Living On-Site	Unit Type (No. of bdrms.)	Square Footage	
		Total Square Footage	0	

Annual Operating Budget

Acct. No.	Revenue - Income	Residential	Commercial	Comments
5120/5140	Rent Revenue - Gross Potential		$0	
	Restricted Unit Rents	$3,116,076		
	Unrestricted Unit Rents	$0		
5121	Tenant Assistance Payments			
	Subsidy Program Name (LOSP)	$0		
	Subsidy Program Name (Specify)	$0		
	Operating Subsidies			
	Other (SF_LOSP)	$793,471		
5910	Laundry and Vending Revenue	$49,959		
5170	Parking Spaces	$0	$0	
5990	Miscellaneous/Other Rent Revenue	$0	$0	
	Gross Potential Income (GPI)	$3,959,506	$0	
	Vacancy Rate: Restricted Units	5.0%		
	Vacancy Rate: Unrestricted Units	5.0%		
	Vacancy Rate: Tenant Assistance Payments	5.0%		
	Vacancy Rate: Other (SF_LOSP)	5.0%		
	Vacancy Rate: Laundry & Vending & Other Income	5.0%		
	Vacancy Rate: Commercial Income		50.0%	
5220/5240	Vacancy Loss(es)	$197,975	$0	
	Effective Gross Income (EGI)	$3,761,530	$0	
Acct. No.	Expenses	Residential	Commercial	Comments
Administrative Expenses: 6200/6300				
6203	Conventions and Meetings			
6210	Advertising and Marketing	$5,400		
6250	Other Renting Expenses			
6310	Office/Administrative Salaries -- from above	$0		
6311	Office Expenses			
6312	Office or Model Apartment Rent			

Annual Income and Expenses

6320	Management Fee	$155,520		
6330	Site/Resident Manager(s) Salaries -- from above	$247,981		
6331	Administrative Free Rent Unit -- from above	$0		
6340	Legal Expense -- Project	$10,000		
6350	Audit Expense	$34,722		
6351	Bookkeeping Fees/Accounting Services	$22,200		
6390	Miscellaneous Administrative Expenses			
6263T	Total Administrative Expenses	$475,823	$0	

Annual Income and Expenses

Acct. No.	Expenses	Residential	Commercial	Comments
Utilities Expenses: 6400				
6450	Electricity	$171,837		
6451	Water	$190,980		
6452	Gas			
6453	Sewer	$190,980		
	Other Utilities Reimbursements	$3,500		
6400T	Total Utilities Expenses	$557,297	$0	
Operating and Maintenance Expenses: 6500				Comments
6510	Payroll -- from above	$440,950		
6515	Supplies			
6520	Contracts	$163,995		
6521	Operating & Maintenance Free Rent Unit -- from above	$0		
6525	Garbage and Trash Removal	$148,848		
6530	Security Contract	$31,280		
6531	Security Free Rent Unit -- from above	$0		
6546	Heating/Cooling Repairs and Maintenance	$15,220		
6548	Snow Removal	$15,900		Cost for Landscape Maintenance
6570	Vehicle & Maintenance Equipment Operation/Reports	$52,920		
6590	Miscellaneous Operating and Maintenance Expenses	$31,680		
6500T	TOTAL Operating & Maintenance Expenses	$900,793	$0	
Taxes and Insurance: 6700				Comments
6710	Real Estate Taxes	$8,600		
6711	Payroll Taxes (Project's Share) -- from above	$222,256		
6720	Property and Liability Insurance (Hazard)	$568,204		
6729	Other Insurance (e.g. Earthquake)			
6721	Fidelity Bond Insurance			
6722	Worker's Compensation -- from above	$0		
6723	Health Insurance/Other Employee Benefits--from above	$0		
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	$24,280		
6700T	Total Taxes and Insurance	$823,340	$0	
Supportive Services Costs: 6900				Comments
6990	Staff Supervisor(s) Salaries - from above	$0		
6990	Services Coordinator Salaries, On-Site - from above	$0		
6990	Other Supportive Services Staff Salaries - from above	$281,000		
6990	Supportive Services Admin Overhead			
6990	Other Supportive Services Costs (specify)			
6990	Other Supportive Services Costs (specify)			
6900T	Total Supportive Services Costs	$281,000	$0	
	Total Operating Expenses	$3,038,253	$0	Comments
Funded Reserves: 7200		Residential	Commercial	
7210	Required Replacement Reserve Deposits	$92,000		
7220	Other Reserves (Additional Replacement Reserve Deposit	$18,400	$0	0
7230	Other Reserves (specify)			
7240	Other Reserves (specify)			
	Total Reserves	$110,400	$0	
	Ground Lease	Residential	Commercial	
	Ground Lease	$15,000	$0	
	Total Ground Lease	$15,000	$0	
	Net Operating Income	$597,877	$0	
Financial Expenses: 6800				Comments
6820	1st Mortgage Debt Service	$295,914		
6830	2nd Mortgage Debt Service			
6840	3rd Mortgage Debt Service			
6890	AHSC .42% Fee	$117,600		
6890	Other HCD .42% (Specify)			
6890	Other HCD .42% (Specify)			
6890	Bond Issuer Fee			
6890	Miscellaneous Financial Expenses (Bond Monitoring Fee)	$3,597		
6890	Miscellaneous Financial Expenses (specify)			
6890	Miscellaneous Financial Expenses (specify)			
6890	Miscellaneous Financial Expenses (specify)			

Annual Income and Expenses

6800T	Total Financial Expenses	$417,111	$0	
	Cash Flow	$180,766	$0	
7190	Asset Management/Similar Fees	$18,388		

Total Operating Expenses Per Unit	Per Year	Per Month	
Without any Adjustments	$16,512	$1,376	
With the Value of Rent-Free Units Included	$16,512	$1,376	
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included	$14,938	$1,245	

HCD Rese

Project Name	Transbay Block 2 Family

Replacement Reserve Calculator UMR §8309

(a)	0.6% of New construction costs (structures excluding contractor profit, overhead, a $500 per unit: (This is a placeholder for rehab projects and may be subject to highe
(b)	Replacement Reserve Amount = *New construction: lesser of (a) and (b); Rehab: (b* HCD Required Replacement Reserve Amount - *included in "Operating budget"* tab

Operating Reserve Calculator

1	Total Operating Expenses Excluding On-Site Se *Operating Budget Cell (E111) minus Operat*	
	(a) Total Operating Expenses:	$3,038,253
	(b) *Minus:* On-Site Service Coordinator Salaries*:*	$0
2	Replacement Reserve amount from *above* : *(Cell AJ10)*	
3	Debt Service (including all HCD 0.42% Fees and Bond Issuer Fee)	
	Name of Lender *Operating Budget cells (D123 to D132)*	
	Miscellaneous Finar	
	Misce	
	Misce	
	Misce	

If Reserve amounts are different than the required amount, enter Reserve amounts and h

There is an error in the calculation for replacement reserve. The 3 month reserve requirem construction project. The total sum would be $886,840 and not $1,090,713. The reserve a that is being carried for operations

Transition Reserve Pool Fee Calculator Pooled Transition Reserve Policy

Does the Project propose use of Project-based rental assistance?

End

rve Requirements

	Number of Project Units:	184

nd general requirements and insurance):	$145,770,324	$874,622
r amount)	$500	$92,000
)		$92,000
		$92,000

ervice Coordinator Salaries. *ting Budget Cell (E105)*			TAX CREDIT Project 3 Month Reserve Required	NON-TAX CREDIT Project 4 Month Reserve Required
	Amount subject to reserve calculation: *(a - b)*	$3,038,253	**$759,563**	**$1,012,751**
		$874,622	**$218,655**	**$291,541**

	Annual Debt Service Amount	TAX CREDIT Project 3 Month Reserve Required	NON-TAX CREDIT Project 4 Month Reserve Required
1st Mortgage Debt Service	$295,914	$73,979	$98,638
2nd Mortgage Debt Service	$0	$0	$0
3rd Mortgage Debt Service	$0	$0	$0
AHSC .42% Fee	$117,600	$29,400	$39,200
Other HCD .42% (Specify)	$0	$0	$0
Bond Issuer Fee	$0	$0	$0
ncial Expenses (Bond Monitoring Fee)	$3,597	$899	$1,199
llaneous Financial Expenses (specify)	$0	$0	$0
llaneous Financial Expenses (specify)	$0	$0	$0
llaneous Financial Expenses (specify)	$0	$0	$0
Other (Specify)		$0	$0
Totals	$417,111	**$104,278**	**$139,037**
UMR Required Operating Reserve Amount:		**$1,082,496**	**$1,443,329**

ow they are calculated below:

nent for replacement reserve should be calculated off $92,000 and not $907,490 since this is a new
mount carried is $895,190 and it includes three months of additional replacement reserve expenses

	No

of Document

Cash Flow Analysis

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

Income From Housing Units	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20
Restricted Unit Rents	2.5%	3,116,076	3,193,978	3,273,827	3,355,673	3,439,565	3,525,554	3,613,693	3,704,035	3,796,636	3,891,552	3,988,841	4,088,562	4,190,776	4,295,545	4,402,934	4,513,007	4,625,832	4,741,478	4,860,015	4,981,515
Unrestricted Units	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments																					
Subsidy Program Name (LOSP)	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Subsidy Program Name (Specify)	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Operating Subsidies	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other (SF_LOSP)	3.5%	793,471	811,411	840,527	870,710	901,998	934,431	968,050	1,002,896	1,039,012	1,076,444	1,115,239	1,155,443	1,197,109	1,240,286	1,285,029	0	0	0	0	0
Gross Potential Income - Housing		**3,909,547**	**4,005,389**	**4,114,355**	**4,226,383**	**4,341,563**	**4,459,985**	**4,581,743**	**4,706,931**	**4,835,648**	**4,967,996**	**5,104,080**	**5,244,005**	**5,387,885**	**5,535,831**	**5,687,963**	**4,513,007**	**4,625,832**	**4,741,478**	**4,860,015**	**4,981,515**
Other Income																					
Laundry & Vending	2.5%	49,959	51,208	52,488	53,800	55,145	56,524	57,937	59,385	60,870	62,391	63,951	65,550	67,189	68,868	70,590	72,355	74,164	76,018	77,918	79,866
Other Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Commercial Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Gross Potential Income - Other		**49,959**	**51,208**	**52,488**	**53,800**	**55,145**	**56,524**	**57,937**	**59,385**	**60,870**	**62,391**	**63,951**	**65,550**	**67,189**	**68,868**	**70,590**	**72,355**	**74,164**	**76,018**	**77,918**	**79,866**
Gross Potential Income - Total		**3,959,506**	**4,056,596**	**4,166,842**	**4,280,183**	**4,396,708**	**4,516,509**	**4,639,680**	**4,766,316**	**4,896,518**	**5,030,388**	**5,168,031**	**5,309,555**	**5,455,074**	**5,604,700**	**5,758,553**	**4,585,362**	**4,699,996**	**4,817,496**	**4,937,933**	**5,061,382**
Vacancy Assumptions																					
Restricted Units	5.0%	155,804	159,699	163,691	167,784	171,978	176,278	180,685	185,202	189,832	194,578	199,442	204,428	209,539	214,777	220,147	225,650	231,292	237,074	243,001	249,076
Unrestricted Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Tenant Assistance Payments	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other (SF_LOSP)	5.0%	39,674	40,571	42,026	43,536	45,100	46,722	48,403	50,145	51,951	53,822	55,762	57,772	59,855	62,014	64,251	0	0	0	0	0
Laundry/Vending/Other Income	5.0%	2,498	2,560	2,624	2,690	2,757	2,826	2,897	2,969	3,043	3,120	3,198	3,277	3,359	3,443	3,530	3,618	3,708	3,801	3,896	3,993
Commercial Income	50.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Vacancy Loss		**197,975**	**202,830**	**208,342**	**214,009**	**219,835**	**225,825**	**231,984**	**238,316**	**244,826**	**251,519**	**258,402**	**265,478**	**272,754**	**280,235**	**287,928**	**229,268**	**235,000**	**240,875**	**246,897**	**253,069**
Effective Gross Income		**3,761,530**	**3,853,767**	**3,958,500**	**4,066,174**	**4,176,873**	**4,290,683**	**4,407,696**	**4,528,001**	**4,651,692**	**4,778,868**	**4,909,630**	**5,044,077**	**5,182,320**	**5,324,465**	**5,470,625**	**4,356,094**	**4,464,996**	**4,576,621**	**4,691,037**	**4,808,313**
Operating Expenses & Reserve Deposits																					
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	3.5%	2,748,653	2,844,856	2,944,426	3,047,481	3,154,143	3,264,538	3,378,796	3,497,054	3,619,451	3,746,132	3,877,247	4,012,950	4,153,403	4,298,773	4,449,230	4,604,953	4,766,126	4,932,940	5,105,593	5,284,289
Real Estate Taxes	2.0%	8,600	8,772	8,947	9,126	9,309	9,495	9,685	9,879	10,076	10,278	10,483	10,693	10,907	11,125	11,348	11,574	11,806	12,042	12,283	12,529
Supportive Services Costs	2.5%	281,000	288,025	295,226	302,606	310,171	317,926	325,874	334,021	342,371	350,930	359,704	368,696	377,914	387,362	397,046	406,972	417,146	427,575	438,264	449,221
Replacement Reserve	0.0%	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000	92,000
Other Reserves	0.0%	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400	18,400
Ground Lease	2.0%	15,000	15,300	15,606	15,918	16,236	16,561	16,892	17,230	17,575	17,926	18,285	18,651	19,024	19,404	19,792	20,188	20,592	21,004	21,424	21,852
Commercial Expenses	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Expenses & Reserves		**3,163,653**	**3,267,353**	**3,374,605**	**3,485,531**	**3,600,259**	**3,718,920**	**3,841,648**	**3,968,584**	**4,099,873**	**4,235,667**	**4,376,119**	**4,521,390**	**4,671,648**	**4,827,063**	**4,987,815**	**5,154,087**	**5,326,070**	**5,503,961**	**5,687,964**	**5,878,290**
Net Operating Income		**597,877**	**586,414**	**583,895**	**580,642**	**576,613**	**571,764**	**566,048**	**559,417**	**551,819**	**543,202**	**533,511**	**522,687**	**510,672**	**497,402**	**482,811**	**(797,993)**	**(861,073)**	**(927,340)**	**(996,927)**	**(1,069,978)**
Debt Service																					
1st Mortgage Debt Service		295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914	295,914
Bridge Loan (repaid from Investor equity)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
2nd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
3rd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
AHSC .42% Fee		117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600	117,600
Other HCD .42% (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other HCD .42% (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Bond Issuer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Financial Expenses (Bond Monitori		3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597	3,597
Miscellaneous Financial Expenses (specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Miscellaneous Financial Expenses (specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Required Debt Service		**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**	**417,111**
Cash Flow after all debt service		**180,766**	**169,303**	**166,784**	**163,531**	**159,502**	**154,653**	**148,937**	**142,306**	**134,708**	**126,091**	**116,400**	**105,576**	**93,561**	**80,291**	**65,700**	**(1,215,104)**	**(1,278,184)**	**(1,344,451)**	**(1,414,038)**	**(1,487,089)**
Debt Service Coverage Ratio (DSCR)		**1.43**	**1.41**	**1.40**	**1.39**	**1.38**	**1.37**	**1.36**	**1.34**	**1.32**	**1.30**	**1.28**	**1.25**	**1.22**	**1.19**	**1.16**	**(1.91)**	**(2.06)**	**(2.22)**	**(2.39)**	**(2.57)**
Use of Cash Flow After Debt Service - HCD Projects																					
Asset Mgmt./ Similar Fees		18,388	19,032	19,698	20,387	21,101	21,839	22,604	23,395	24,213	25,061	25,938	26,846	27,786	28,758	29,765	0	0	0	0	0
Deferred Developer Fee prior to Distributions & residual receipt payments		162,378	150,271	147,087	143,144	138,402	98,718	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available for Residual Receipts Loans and Sponsor Distributions		0	0	0	0	0	34,096	126,333	118,911	110,494	101,030	90,462	78,730	65,776	51,533	35,935	0	0	0	0	0
Sponsor Distributions	50%	0	0	0	0	0	17,048	63,167	59,455	55,247	50,515	45,231	39,365	32,888	25,766	17,968	0	0	0	0	0
HCD Residual Payment	15%	0	0	0	0	0	5,114	18,950	17,837	16,574	15,154	13,569	11,810	9,866	7,730	5,390	0	0	0	0	0
Other Residual Payments (Specify)	35%	0	0	0	0	0	11,933	44,217	41,619	38,673	35,360	31,662	27,556	23,022	18,036	12,577	0	0	0	0	0
Other Residual Payments (Specify)	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments (Specify)	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments (Specify)	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Asset Mgmt/Similar Fees	3.5%	18,388	19,032	19,698	20,387	21,101	21,839	22,604	23,395	24,213	25,061	25,938	26,846	27,786	28,758	29,765	30,806	31,885	33,000	34,156	35,351
Cumulative paid Deferred Dev. Fee		162,378	312,649	459,736	602,880	741,282	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000	840,000
Total Deferred Developer Fee budgeted for payment prior to distributions and residual receipt payments		840,000																			

Project Name: Transbay Block 2 Family | County: San Francisco | Project's Proposed Tax Credits: 4%

HCD Phase: Origination

Unit Size	2022 TCAC Threshold Basis Limits (TBL)	# of Units	Basis x Number of Units	TOTAL **UNADJUSTED** THRESHOLD BASIS LIMIT (TBL):	$130,391,878
SRO/Studio	$530,910	17	$9,025,470	TOTAL **HCD** ADJ. THRESHOLD BASIS LIMIT:	$191,676,062
1 Bedroom	$612,134	76	$46,522,184	Adjusted Threshold Basis Limit multiplied by 160%:	$306,681,699
2 Bedrooms	$738,400	54	$39,873,600	HCD HIGH COST TEST RESULT FOR: Transbay Block 2 Family	96%
3 Bedrooms	$945,152	37	$34,970,624		
4+ Bedrooms	$1,052,958	0	$0	**Total Eligible Basis**	$183,584,178

Manager Units in Project:	0	TOTAL UNITS:	184

Costs Reasonable

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

(A)	Adjustment for Projects paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages (20%).	Yes	$26,078,376
	For Projects certifies that (1) they are subject to a Project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeable occupation in the building and construction trades (5%).		$0
(B)	For New construction Projects required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels (10%).		$0
(C)	For Projects where a day care center is part of the development (2%).	Yes	$2,607,838
(D)	For Projects where 100 percent of the units are for Special Needs populations (2%).		$0
(E)	Project applying under §10325 or §10326 of the TCAC regulations that includes one or more of the features below (up to 10%)		$0
(F)	Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer (lesser of costs or 15% basis adjustment).		$0
	If Yes, select type of work: | Enter Certified Costs of Work:		
(G)	Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. **WAIVED IMPACT FEES ARE INELIGIBLE.**		
(H)	Projects where at least 95% of the Project's upper floor units are serviced by an elevator (10%).	Yes	$13,039,188
(I)	Projects wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed (15%).	Yes	$19,558,782
(J)	Projects wherein at least 95% of the building(s) is constructed as (1) a Type III as defined in the California Building Code, or (2) a Type III/Type I combination, in which case, the Type I 15% increase above is not be allowed (10%).		$0
(K)	Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than $400,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource (10%).	No	$0

County Eligibility:	No	TCAC/HCD Opportunity Area Map Tract ID #:	06075061500	Opportunity Map Resource Level:	Moderate Resource

End of Document

HCD 2022 Developer Fee Calculato

Project Name: Transbay Block 2 Family

Project Phase: Origination Proposed Project Type: 4% Credits New Constructio

Project's Developer Fee Summary

Maximum Total Dev	
Max Developer Fee payable from development funding sources - le	
Deferred Developer Fee payable on a priority basis from availa	
Deferred Developer Fee payable exclusively from Spons	

Total Budgeted or Actual Developer Fee: $3,040,000 Developer Fee Contributed as

Section 2. UMR §8312(c) - Maximum Developer Fee using TCAC 4% rules

		F
a.	New Construction & Rehab - Unadjusted Eligible Basis (exclude Developer Fee) - §1032	
b.	Basis for non-residential Project costs (exclude Developer Fee) - §10327(c)(2)(B)(ii)	
c1.	Not Applicable	
c2.	Not Applicable	
c3.	Not Applicable	
c4.	Not Applicable	
d.	Maximum Total Developer Fee using TCAC 4% rules §8312(c)	
e.	Total Budgeted or Actual Developer Fee	
f.	Budgeted Developer Fee paid from Development Sources	Sum of Deferred and Co Fee
g.	**Deferred Developer Fee payable on a priority basis from available Cash Flow**	

End of Document

r - *revised 06/08/2022*

TCAC Project #

n

	HCD Limit	Project Amt.	
eloper Fee - 2d	$27,081,627	$3,040,000	
sser of 1e & 2d	$2,200,000	$2,200,000	
able Cash Flow	$1,300,000	$840,000	
or Distributions	$23,581,627	$0	

Capital: Deferred Developer Fee: $840,000

Project meeting CDLAC §5230(f)(1)(B), TCAC §10327(c)(2)(E)? No

27(c)(2)(B)(i) $180,544,178 x 15% = $27,081,627

$0 x 15% = $0

$0 X 5% = $0

$27,081,627

$3,040,000

ntributed Developer $840,000 $2,200,000

$840,000

§106 Threshold Requirements

(a) Application Threshold Requirements: In addition to requirements detailed in Sections
Department all the following:

(1) Applicant(s) certifies that the proposed Project will achieve a reduction in GHG e
Program Quantification Methodology, available on the California Air Resources E
Materials webpage. This must be evidenced by a completed GHG Benefits Calc
each Project component.

CARB Quantification Methodology

(2) Applicant(s) certifies that the proposed Project supports the implementation of th
Planning Organization (MPO), or equivalent sustainable planning document in n
application must be consistent with activities or strategies identified in the region
GHG.

File Name	SCS Consistency Confirmation	Document from MPO identified abc strategy in non-MPO regions, per §

(3) Applicant(s) certifies that the proposed Project must be consistent with the State

(4) Applicant(s) certifies that all proposed Affordable Housing Developments locatec
card to each Restricted Unit for at least 3 years. If the transit agency does not pr
average commute length rides a month as determined by the transit agency. Th

Each of the restricted units will be provided with one (1) free transit pass for thre
as determined by the transit agency.

# of passes or cards that will be provided:	183	Is there at least one pa	
Annual Transit Passes Value	$645,624	Duration of Funding for Trans	

(5) Applicant(s) certifies that Applicants of all proposed rental Affordable Housing D
compliance by submitting a draft of the development's Smoke Free Housing leas

File Name	SFH Lease Addendum	Submit a draft of the development's

(6) The AHSC-funded components of the Project must:

(A) Applicant(s) certifies to incorporate more than one Urban Greening feature
for the maintenance of the Urban Greening features in the Project, even if r
owners. Applicants must propose at least $200,000 in reasonable direct Url

Urban street canopy

Urban Greening costs:	AHD:	$200,000	HRI:	$0

(B) Applicant(s) certifies that the Project include adequate lighting in accordanc
accessible components of the Project including active transportation routes

(7) Applicant(s) certifies to the completion and approval or adoption of all necessary
Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NE
after the application due date with lawsuits or appeals resolved. Proof of NEPA c

(A) **STI** or **TRA** components of a Project are not required to certify completion a
Section 106(7) above until prior to the initial disbursement of grant funds.

(B) Applicants are not required to complete any necessary environmental clear
application deadline.

AHD environmental clearances

NEPA: Is Federal funding proposed that will trigger NEPA requirements?

CEQA: Project approved "by-right"? No Is Project Categorically Exempt?

Discuss below any special NEPA and/or CEQA Special Circumstances or exemp

On June 15, 2024, the San Francisco Board of Supervisors certified the Transba
CEQA addendum to the EIR, stating that the project had no new significant impa
Infrastructure resolution to appove a plan amendment for the Transbay Redevel
into law.

File Name	AHD Environmental	Copy of all environmental clearanc

STI environmental clearances

NEPA: Is Federal funding proposed that will trigger NEPA requirements?

CEQA: Project approved "by-right"? No Is Project Categorically Exempt?

Discuss below any special NEPA and/or CEQA Special Circumstances or exemp

STI Project 1 - All TSP installations throughout San Francisco received a Negati

STI Project 2 - San Francisco Public Works has verified that the Transbay Howa
enforced or implemented by this agency. CEQA approval for the Transbay Howa
This project is also identified as part of the Transit Center District Plan Environm
https://sfplanning.s3.amazonaws.com/sfmea/2007.0558E_FEIR1.pdf

File Name	STI Environmental	Copy of all environmental clearanc
File Name	STI Auth to Use Grant Funds	For NEPA only, copy of the HUD 7 status of the issuance of the HUD f

TRA environmental clearances

NEPA: Is Federal funding proposed that will trigger NEPA requirements?

CEQA: Project approved "by-right"? No Is Project Categorically Exempt?

Discuss below any special NEPA and/or CEQA Special Circumstances or exemp

	NEPA: TRA #1, the Next Generation Fare Gate project, qualified for categorical vehicles or equipment). Refer to 23 CFR § 771.118(c)(7). HUD 7015.16 is not a collection equipment project was included in the 2009 Transporation Improveme CEQA: The Next Generation Fare Gate project qualifies for categorical exemptic the station that involves no expansion of use at the station. See Site Control letter for additional details and attachments.	
File Name	TRA Environmental	Copy of all environmental clearanc
File Name	TRA Auth to Use Grant Funds	For NEPA only, copy of the HUD 7 status of the issuance of the HUD f

(8) Applications must demonstrate that all necessary discretionary local land use ap

Have all necessary discretionary local land use approvals, excluding design revi

AHD discretionary local land use approvals

Agency / Issuer	Land Use Approval Date	Approval Type	
Office of Community Investme	11/1/22	Site Plan Approval	The appr Infra
San Francisco Board of Supe	2/3/23	Site Plan Approval	The
Office of Community Investme	11/1/22	Development Plan Approval	Offic Cont
Office of Community Investme	11/1/22	Development Plan Approval	Offic proje

STI discretionary local land use approvals

Agency / Issuer	Land Use Approval Date	Approval Type	
N/A	N/A	N/A	Ther
N/A	N/A	N/A	This and i

TRA discretionary local land use approvals

Agency / Issuer	Land Use Approval Date	Approval Type	

N/A	N/A	N/A	N/A

(9) Applicant(s) certifies that the application is sufficiently complete to assess the fe
requirements.

(10) Applicant(s) certifies that the applicant must demonstrate that the Project is finar
Funding Commitments, a market study which meets the requirements specifie
statement, proposed operating budget, multi-year pro-forma, or other feasibility
Housing Development.

Does the Market study demonstrate the AHD/HRI Project is financially feasible?

File Name	AHD-HRI Market Study	Provide a completed market study

AHD/HRI Enforceable Funding Commitments

Make sure to submit **all** "Enforceable Funding Commitments" for the proposed A

File Name	EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc.	Documentation for the 4 permanen

STI Enforceable Funding Commitments

Committed by Application time?	Commitment Date	Source Name (listed in order of lien priority)	Source Ty
Yes		AHSC STI Grant	State-HCI
Yes	11/17/22	Transbay CFD	Other
Yes	11/5/13	Valley Transportation Authority (VTA)	Other
Total Committed Non-AHSC STI Funds		$49,633,754	

Provide a description of unusual or extraordinary circumstances that have result
reasonable.

N/A

File Name	EFC STI1; EFC STI2; EFC STI3; etc.	Supporting documentation for the 2

TRA Enforceable Funding Commitments

Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source
Yes		AHSC TRA Grant	State-
Yes		Federal Transit Administration Formula Funds	Fe
Total Committed Non-AHSC TRA Funds		$558,741	

Provide a description of unusual or extraordinary circumstances that have result
reasonable.

None

File Name	EFC TRA1; EFC TRA2; EFC TRA3	Supporting documentation for the 1

PGM Enforceable Funding Commitments

Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source
Yes		AHSC PGM Grant	State-
Total Committed Non-AHSC PGM Funds		$0	

Provide a description of unusual or extraordinary circumstances that have result
reasonable.

File Name	EFC PGM1, EFC PGM2, EFC PGM3	Supporting documentation for the (

(11) Applicant(s) certifies that the Eligible Applicant or Locality serving as the Develo on which that Project component will be located as set forth at UMR §8303 and through the award date.

(A) The following shall apply to Capital Projects:

(i) Where site control is in the name of another entity, the Applicant shall (e.g., a purchase and sale agreement, an option, a leasehold interest/ public agency for the acquisition of the site), which clearly demonstrat

(ii) Where site control will be satisfied by a long-term ground lease, the D at the time of closing, which shall be entered into by and among the gr cases, the lease rider shall be recorded against the fee interest in the

(B) For Capital Projects developed in Indian country, the following exceptions a

(i) Where site control is a ground lease, the lease agreement between th

(ii) An attorney's opinion regarding chain of title and current title status is

AHD Site Control

Form of site control (See Site Control in Appendix A): Enforceable

Ground Lease planned? Yes

Lessor
Office of Community Investment and Infrastructure
Below, describe property transfers occurring in connection with develo
Transbay 2 Family, L.P. has and plans to execute an option to ground

File Name	AHD Site Control	Appropriate documentation to dem
File Name	AHD Preliminary Title Report	PTR, that is no more than 6 month

STI Site Control

Form of site control (See Site Control in Appendix A): Other (descri

Ground Lease planned? No

Below, describe property transfers occurring in connection with develo
STI 1 - The San Francisco City Charter gives the SFMTA full authority STI 2 - N/A - Project bounds are within public right of way and DPW's

File Name	STI Site Control	Appropriate documentation to dem

TRA Site Control

Form of site control (See Site Control in Appendix A): Fee Title

Ground Lease planned? No

	Below, describe property transfers occurring in connection with develo	
	None. The property is owned by BART as evidenced by BART's site c ☐	
File Name	TRA Site Control	Appropriate documentation to dem

(12) Applicant(s) certifies to demonstrate experience by providing evidence of at leas and TRA) in scope and size, **which have been completed by the Applicant se** application due date. If an Applicant relies upon the experience of its Principal to experience is required as set forth in the application, in addition to recent project

(A) For **STI** or **TRA** components only, an Applicant may demonstrate the requis Locality or transportation agency non-applicant so long as the Applicant car applicant for the completion of the STI or TRA components of the AHSC Pr transportation agency will be serving as the STI or TRA Developer for that (

Note: AHD/HRI Developer has to be the entity with experience per the Guic

AHD requisite experience

Requisite experience **project name #1**	691 China Basin Street		
Name of Applicant demonstrating requisite experience		Mercy Housing	
Meets ten year requirement?	TRUE	Project tenure (in years)	1.4
The project includes 152 units of housing, 7% studio, 22% 1BR, 50% 2BR, were set aside for volunteer relocations from Hope SF developments.			

Requisite experience **project name #2**	833 Bryant Street		
Name of Applicant demonstrating requisite experience		Mercy Housing	
Meets ten year requirement?	TRUE	Project tenure (in years)	0.9
The project includes 145 studio units of permanent supportive housing for p			

File Name	Past Exp AHD1, Past Exp AHD2	Certificates of Occupancy for two r

STI Requisite experience for Transit Priority Signals along Route 8, 8AX,8BX, 3

Requisite experience **project name #1**	Transit Signal Priority (TSP) - 14 M	
Name of Applicant demonstrating requisite experience		MOHCD - SFM
Meets ten year requirement?	TRUE	

Installed TSP on Mission Street from Mission at Steuart to Mission at Acton
corridor.

Requisite experience **project name #2** Transit Signal Priority (TSP) - 9 Sa

Name of Applicant demonstrating requisite experience MOHCD - SFM

Meets ten year requirement? TRUE

Installed TSP on Potrero Avenue from Alameda to 25th Street. As part of th
Bruno. TSP equipment was also installed for the 9 San Bruno to intersectio
Howard and Bryant.

STI Requisite experience for Transbay Howard Streetscape - DPW project from

Requisite experience **project name #1** Transbay Folsom Streetscape

Name of Applicant demonstrating requisite experience MOHCD - San Fr

Meets ten year requirement? TRUE

The Transbay Folsom Streetscape project (approximately $25 Million) furthered a
2006. It is comprised of temporary and permanent right-of-way improvements al
gardens, which serve as storm water detention areas; bike lanes; sidewalk bulb-o

Requisite experience **project name #2** Polk Streetscape Project

Name of Applicant demonstrating requisite experience MOHCD - San

Meets ten year requirement? TRUE

The Polk Streetscape Project (approximately $30M) was aimed to improve the saf
was on San Francisco's Vision Zero High Injury Network. As a highly traveled road
stop optimization, traffic signal and lighting fixture upgrades, left and right turn la
new street trees, street resurfacing, as well as nearby alley enhancements.

STI Requisite experience for Purchase of 2 BART Rail Cars STI Capital Project

Requisite experience **project name #1** Rail Car Procurement Program

Name of Applicant demonstrating requisite experience San Francisco Ba

Meets ten year requirement? TRUE

On November 8, 2017, under a contract to Bombardier Transit Corporation for th
has accepted 451 Fleet-of-the-Future rail cars and decommissioned 239 legacy rai

Requisite experience **project name #2** Procurement of eight Diesel Multiple

Name of Applicant demonstrating requisite experience San Francisco

Meets ten year requirement? TRUE

Procurement of eight Diesel Multiple Unit (DMU) Vehicles to serve BART to Antio
multiple language support), automated audio announcements, clear station arriva

File Name	Past Exp STI1, Past Exp STI2, etc,.	Where the party making improvem agreement from a public agency ce improvements.

TRA Requisite experience for Next Generation Fare Gates at Embarcadero BAR

Requisite experience **project name #1** Concord Plaza Renovation

Name of Applicant demonstrating requisite experience BART

Meets ten year requirement? TRUE

Replacement of incandescent light fixtures and poles with new energy efficient LE
plaza area connecting to downtown Concord shopping center. Project cost: $7M.

Requisite experience **project name #2** Warm Springs/South Fremont Station

Name of Applicant demonstrating requisite experience BART

Meets ten year requirement? TRUE

As part of the overall station construction, installation of bicycle lockers and racks
shelters. Project cost: ~$90M.

File Name	Past Exp TRA1, Past Exp TRA2, etc,.	Where the party making improvem agreement from a public agency ce improvements.

PGM requisite experience

Demonstrate prior experience by providing evidence of two prior PGM proje
implementing party

Requisite experience **project name #1** San Francisco Tenant Right to Cou

Name of **implementing party** demonstrating requisite experience Evict

Meets ten year requirement? TRUE

Free legal services, including full scope legal representation for tenants in a
eviction from City shelters.

Describe the prior experience of the Program Operator with operating simila

For 27 years, EDC has been the only agency in San Francisco (SF) solely
service model includes free legal services for eviction defense, rapid emerg
for unhoused San Franciscans facing eviction from City shelters. Since 201
Tenant Right to Counsel (TRC), which guarantees all San Francisco tenant
the work of 9 legal service organizations comprising the city-wide TRC syst

Requisite experience **project name #2** Bike It Forward

Name of **implementing party** demonstrating requisite experience San

Meets ten year requirement? TRUE

The Bike It Forward program addresses financial barriers to bike access by
both with community based organizations to serve their constituents and wi
bike that suits their anticipated needs, as well as helmets, locks, lights, and
safety education (in up to four languages, as needed) and opportunities for

Describe the prior experience of the Program Operator with operating simila

Since 2013, the San Francisco Bicycle Coalition has been distributing bicyc
workshops for low-income youth, the program coalesced into the Bike It Fo
Communities, where decades of disinvestment and poor planning had crea
to build strong relationships with local organizations over many years — inc
the Alice Griffith community — the program has provided free bikes, bike re

File Name	Past Exp PGM1, Past Exp PGM2	Provide documentation for the two

(13) Applicant(s) certifies that as of the date of application, the Applicant(s), the Proje
subject of any claim or action in the state or federal courts that affects or potenti
describe any claim or action undertaken by or against the Applicant(s), the Proje

(14) Applicant(s) certifies that construction of the Project has not commenced as of tl
a written order issued by a state or local governmental agency because a facility
requirement.

(15) Applicant(s) certifies that for TOD and ICP projects, the High Quality Transit or C application submittal. For RIPA projects, the Qualifying Transit must be serving t Area Types, the AHD and Qualifying Transit's Transit Station/Stop must be conr occupancy. Improvements to complete the pedestrian access route between the components so long as they are completed by the time a certificate of occupanc

(16) Applicant(s) certifies to demonstrate consistency with State Relocation Assistanc

Does Project trigger State Relocation Assistance Law (Title 1, GC, Division 7, Cl commencing at Section 6000.)?

Provide a narrative explanation, in the box below, **supporting why relocation is**
This is a new construction project, and there are no residents currently residing i

(17) Applicant(s) certifies that the Housing Element for the jurisdiction in which the P Housing Element in substantial compliance means the local public entity's adopt Department which sets forth findings that the housing element adopted within th substance essential to every requirement of Article 10.6, commencing with Secti current housing element compliance status can be obtained by referencing the D are exempt from this requirement. Projects located on Trust Land, as defined un

(A) For the purposes of this section alone, jurisdictions that are undergoing De receiving Department technical assistance to bring their housing element in substantial compliance by the Department. All awards premised on presum agreements requiring that prior to funds disbursement the subject jurisdictio

Is the Project located within a jurisdiction which currently has an adopted ho (Gov. Code §65585)?

A jurisdiction's current housing element compliance status is obtainable thru

Please provide date of HCD compliance determination

File Name:	HE Determination letter	Provide HCD's determination letter.

(18) Applicant(s) certifies that applicants that are a City, County, or City and County r reports as required by Government Code section 65400 to the State of Californi

Is any of the Applicants for this project, a City, County, or City and County?

Has the City, County, or City and County submitted their housing element annua California for the current and prior year.?

(19) Applicant(s) certifies that Application/Project must integrate applicable climate a

(20) Applicant(s) certifies the Applicant must demonstrate that costs for any Project c lands or natural resource lands for other uses. The Project site must not be desi Farmland Mapping and Monitoring Program (FMMP) Tool (California Important F that submit documentation that substantiates a description of an Infill Site.

AHD

Applicant(s) certifies that the **AHD** will not result in the loss or conversion of agri Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) we

File Name	AHD No Ag	Demonstrate the AHD site is not wi

STI

Applicant(s) certifies that the **STI** will not result in the loss or conversion of agricu of Conservation's Farmland Mapping and Monitoring Program (FMMP) website?

TRA

Applicant(s) certifies that the **TRA** will not result in the loss or conversion of agric Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) we

(21) Applications requesting AHSC Program funding for Affordable Housing Develop satisfaction of the Department all the following:

(A) Applicant(s) certifies that the Rental Affordable Housing Developments mus

(B) Applicant(s) certifies the Affordable Housing Development, Housing Relate funds are not and will not be supplanted by AHSC Program funds.

(C) Proposed Projects involving new construction or Substantial Rehabilitation bedrooms in the new Project is at least equal to the number of bedrooms ir may exist on separate parcels provided all parcels are part of the same Pro

(i) The Department may approve Projects involving new construction or S result in a number of bedrooms less than the number in the demolishe livability of the remaining units, or serve some other compelling public units upon Project completion.

Will the proposed Project involve new construction or Substantial Reh

Will the proposed Project involve new construction or Substantial Reh of bedrooms less than the number in the demolished structures?

(D) If the Affordable Housing Development, Housing Related Infrastructure, or households, the application must demonstrate the replacement of demolish number of the demolished Affordable Units located within comparable acce

Will the proposed Project involve the demolition of existing units that are af

(E) Applicants must demonstrate the proposed Affordable Housing Developme affirmatively further fair housing.

Applicant(s) certifies to adopt a written non-discrimination policy to comply
Title VI of the Civil Rights Act of 1964 (42 USC Section 2000d et seq.); the
Amendments Act of 1988; the California Fair Employment and Housing Act
and all regulations promulgated pursuant to those statutes (including 24 CF

affirmatively further fair housing

(22) Applicants must affirm that the proposed Affordable Housing Development, or M
entirely through electricity with no connections to natural gas infrastructure. Only
fuel-based backup power by regulation or code should consider the cleanest and
then tier 4 compliant diesel. If a fossil fuel-based generator is installed, be advise
AHSC Eligible Cost.

Applicant(s) certifies that the Project will be powered entirely through electricity

File Name:	All Electric Design	Document affirming that the prop Development in the case that nor electricity with no connections to

(23) Applications requesting AHSC Program funding for Sustainable Transportation I

(A) Where approval by a local public works department, or other responsible lo
entity indicating that the Sustainable Transportation Infrastructure and/or Tr
rules, regulations, codes, policies, and plans enforced or implemented by th

Is approval by a local public works department, or other responsible local a

File Name	STI Local Approvals	Statement from entity indicating the regulations, codes, policies and pla

(B) If the Sustainable Transportation Infrastructure and/or Transportation Relat
affordable to lower-income households, the application must demonstrate t
and equal to or greater than the number of the demolished Affordable Units
residents.

(i) The no net loss requirements contained in Section 106(a)(21)(C) of th
Related Amenities Capital Projects occurring on a property which inclu
to lower income households currently exist, or (2) there have been dw
within the five year period preceding the application.

Will the proposed STI/TRA Project involve the demolition of existing re

Will the proposed STI/TRA Project involve the demolition of existing u
exist, or (2) there have been dwelling units restricted to lower-income
the application?

(24) Applications requesting AHSC Program funding for Program Costs must also de

(A) Applicant(s) certifies that the Program Costs are infeasible without AHSC P
funds.

(25) Applicant(s) acknowledges that all proposed AHSC Project components are sub
24).

(26) Applicant(s) certifies to demonstrate that outreach and education on reducing pc
Developments.

The resident services team will provide outreach and education on reducing pote
referrals to up-to-date sources and coursework for more information.

(27) Applicant(s) certifies to comply with the Americans with Disabilities Act (ADA), fa
Violence Against Women Act (VAWA), requirements pursuant to MHP Guideline
persons with disabilities requiring the features of the accessible units in accorda
10337(b)(2), as may be amended and renumbered from time to time). The Appli
local accessibility requirements are met.

(28) Affordable Housing Development and Housing Related Infrastructure componen
nonresidential structures to residential, dwelling units must be capable of accom
for rural) per second for downloading and 20 megabits (10 megabits for rural) pe

(A) Affordable Housing Development and Housing Related Infrastructure comp
pathways, wiring, cables, and other necessary infrastructure extended to ea

(B) For some rural areas, other technologies like fixed wireless, might offer the
about their broadband internet infrastructure planning, as well as existing b

(C) Applicant(s) certifies to comply with high speed broadband internet service,
of 5 years, free of charge to the tenants, and available within 6 months of th

In addition to the Threshold Requirements above, Applicant(s) acknowledge, un

§108 Application Process	Yes
§109 Legal Documents	Yes
§110 Reporting Requirements	Yes
§111 Performance Requirements	Yes
§112 Defaults and Cancellations	Yes

End

eshold Requirements

102 through 105, to be eligible for AHSC Program funding, an application shall demonstrate to the

emissions through fewer vehicle miles travelled (VMT), pursuant to the most recent AHSC Board's Climate Change Investments (CCI) Quantification, Benefits and Reporting ulator tool, described in the AHSC Application, displaying VMT and GHG reductions for	Yes

e applicable Sustainable Community Strategy (SCS), as confirmed by the Metropolitan on-MPO regions, as required by Public Resources code section 75210 et seq. The al SCS, or similar planning document that demonstrate a per capita reduction in VMT and		Yes
ve confirming consistency with SCS, or alternative planning §106(a).	Uploaded to HCD?	Yes

Planning Priorities established pursuant to Section 65041.1 of the Government Code.	Yes

d in a jurisdiction that has fare-based transit must provide at least one (1) transit pass or rovide passes with unlimited rides, the card or pass should have a minimum value of 40 ese passes or cards may be paid for with AHSC funding pursuant to §103(b)(2).	Yes

e years. Each card or pass will have a minimum value of 40 average commute length rides a month

ass per restricted unit?	TRUE	Type of transit passes provided:	Free Transit Pass
sit Passes (years)?	3		

evelopments must certify that the development will be smoke free and demonstrate se addendum.		Yes
s Smoke Free Housing lease addendum.	Uploaded to HCD?	Yes

with dedicated maintenance for at least two years. The grantee is ultimately responsible municipal ordinance assigns responsibility for their maintenance to adjacent property ban Greening costs.	Yes

	Urban heat island mitigation and energy conservation efforts				
STI:	$1,900,000	TRA:	$0	Meets threshold requirement?	TRUE

ce with local, state, and federal design standards and requirements for all publicly and transit stations or stops. | Yes

environmental clearances including those required under the California Environmental PA). All applicable time periods for filing appeals or lawsuits have lapsed within 30 days clearance is shown through an Authority to Use Grant Funds document. | Yes

and demonstration of approval of environmental clearances (NEPA or CEQA) as stated in

ances prompted exclusively by rental and/or operating subsidies **prior** to the AHSC

No	If Yes, enter date of "Authority to Use Grant Funds"			
No	Negative Declaration date	11/1/22	Final EIR date	6/15/04

otions and provide estimated/actual completion dates of all necessary environmental

ay Block 2 EIR. On November 1, 2022, the Office of Investment and Infrastructure adopted a acts. On January 24, 2023, the Board of Supervisors adopted an Office of Investment and opment Project Area. On February 3, 2023, the Mayor of San Francisco signed that resolution

es (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	Yes

Yes	If Yes, enter date of "Authority to Use Grant Funds"	6/24/10		
Yes	Negative Declaration date	8/20/08	Final EIR date	N/A

otions and provide estimated/actual completion dates of all necessary environmental

ve Declaration on August 20, 2008.

ard project is consistent with all applicable local rules, regulations, codes, policies, and plans ard Streetscape project is expected to be categorically exempt and complete by Spring 2023. ental Impact Report (EIR):

es (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	Yes
015.16 "Authority To Use Grant Funds" or clarify the current form.	Uploaded to HCD?	Yes

Yes	If Yes, enter date of "Authority to Use Grant Funds"	7/29/10		
Yes	Negative Declaration date	N/A	Final EIR date	N/A

otions and provide estimated/actual completion dates of all necessary environmental

exclusion. The NEPA Class of Action is Class II(c), Type 07 (Acquisition or Maintenance of
applicable; Authority to use grant funds was granted as of 7/29/10, the date when the fare
ent Program of the Metropolitan Transportation Commission.
on as a Class 1 project (§ 15301. Existing facilities) as it is a minor alteration of the interior of

es (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	Yes
015.16 "Authority To Use Grant Funds" or clarify the current form.	Uploaded to HCD?	Yes

provals, excluding design review, have been granted.

ew, have been granted? Yes

Comments
project received a Plan Amendment to the Transbay Redevelopment Project Area. This resolution is oval of the plan amendment for Transbay Block 2 by the Office of Community Investment and structure.
Board of Supervisors adopted the ordinance for the Transbay Block 2 Plan Amendment.
e of Community Investment and Infrastructure approval fo amendments to the Development rols and Design Guidelines for the project.
e of Community Investment and Infrastructure conditional approval for the schematic design of the ect. This is the design review component of the approvals.

Comments
e are no local land use approvals necessary in the public right of way.
project does not require local land use approvals; it is entirely within BART's jurisdiction to approve implement.

Comments

asibility of the proposed project and its compliance with AHSC Program and application	Yes
ncially feasible as evidenced by documentation including, but not limited to, **Enforceable** d in the TCAC Regulations Section 10322(h)(10), project pro-forma, sources and uses documentation that is standard industry practice for the type of proposed Affordable	Yes
	Yes
prepared within one year of the application due date. Uploaded to HCD?	Yes

AHD and/or HRI project as stated at the "Dev Sources" sheet/tab.

t sources, plus Equity Investor if known at time of application.	Uploaded to HCD?	Yes

ype	Lien No.	Amount	Interest Rate		Term - # of months	Required Debt Service	Balloon?
			Rate	Type			
D		$10,334,634					
	N/A	$48,000,000	N/A	N/A	N/A	N/A	N/A
	N/A	$1,633,754	N/A	N/A	N/A	N/A	N/A
			TOTAL (must equal STI Budget Amount)			**$59,968,388**	

ed in higher than expected Project costs and provide a justification as to why these costs are

2 non-AHSC STI funding commitments.	Uploaded to HCD?	Yes

e Type	Lien No.	Amount	Interest Rate		Term - # of months	Required Debt Service	Balloon?
			Rate	Type			
-HCD		$1,581,119					
ed	N/A	$558,741	N/A	Other	N/A	N/A	N/A
			TOTAL (must equal TRA Budget Amt)			**$2,139,860**	

ed in higher than expected Project costs and provide a justification as to why these costs are

l non-AHSC TRA funding commitments.	Uploaded to HCD?	Yes

e Type	Lien No.	Amount	Interest Rate		Term - # of months	Required Debt Service	Balloon?
			Rate	Type			
-HCD		$1,095,624	*Transit Passes will not contribute to $600k PGM cap.*				
			TOTAL (must equal PGM Budget Amount)			**$1,095,624**	

ed in higher than expected Project costs and provide a justification as to why these costs are

) non-AHSC PGM funding commitments.	Uploaded to HCD?	N/A

per of a particular component of the Project must demonstrate site control of the property
§8316 with the additional requirement that the Applicant shall maintain site control

Yes

provide documentation, in form and substance reasonably satisfactory to the Department
option, a disposition and development agreement, an exclusive right to negotiate with a
es that the Applicant has some form of right to acquire or lease the Project property.

epartment will require the execution and recordation of the Department's form lease rider
round lessor, the ground lessee, the Department, and any other applicable parties. In all
Project property.

pply:

e Tribal Entity and the Project owner is for a period not less than 50 years; **and**

acceptable in lieu of a title report

Option to Lease or Purchase	Most recent document execution date	3/29/23

	Term	Annual Payment
	65 to 75 years with option to extend to 99 years	$1

pment of the Project.

lease with the Office of Community Investment and Infrastructure.

onstrate the form of site control indicated above.	Uploaded to HCD?	Yes
s old for the AHD Project.	Uploaded to HCD?	Yes

ibe below)	Most recent document execution date	N/A

pment of the Project.

and control of street right of ways within San Francisco.

jurisdiction.

onstrate the form of site control indicated above.	Uploaded to HCD?	Yes

	Most recent document execution date	N/A

pment of the Project.

control letter, and Applicant has provided an executed agremeent with BART.

onstrate the form of site control indicated above.	Uploaded to HCD?	Yes

t two projects that are similar to each proposed AHSC Capital Project (AHD, HRI, STI, **erving as the Developer of that Project component**, during the **ten** years preceding the meet the Applicant experience requirements, documentation of the Principal's t evidence described in the previous sentence.

Yes

site experience (as detailed above) by using the past experience of work completed of a n provide an executed agreement with that specific Locality or transportation agency non-roject for which funding is sought, thereby demonstrating that the Locality or Capital Project.

delines.

App due date	4/4/23

California						Completion Date	10/19/2021
46	Number of units	152	Units per Acre	134	Commercial (square feet)		4,398

19% 3BR, 1% 4BR, and 1% 5BR, a childcare center, and a community art space. 25% of the units

California						Completion Date	4/25/22
94	Number of units	145	Units per Acre	407	Commercial (square feet)		0

people experiencing homelessness. This is a modular construction project.

ecently completed affordable housing developments.	Uploaded to HCD?	Yes

30 & 45 STI Capital F

lission Corridor ☐

MTA	Completion Date	6/30/14

/Sickles. As part of this effort TSP equipment was installed at 60 intersections of this 7-mile

n Bruno Potrero Cor

MTA	Completion Date	6/30/15

his effort TSP equipment was installed at 15 intersections of this 1.25-mile segment of the 9 San ns on San Bruno between Jerrold and Sunnydale, as well as the portion of 11th Street between

n 4th St. to Embarca

ancisco Public Works	Completion Date	2/17/21

portion of the Transbay Redevelopment Project Area Streetscape & Open Space Concept Plan approved in ong Folsom Street, from Second to Spear. Streetscape elements included wide, tree-lined sidewalks; rain uts at key intersections; crosswalk enhancements; traffic calming; light fixture upgrades and street repaving.

Francisco Public Works	Completion Date	8/1/18

fety of people walking and biking on Polk Street, as well as the efficiency of transit on the corridor, which way, the improvements along Polk between Beach and McAllister Streets included new bus bulb-outs, bus nes, green roadway level bike lanes, sewer replacements, landscaping and irrigation, sidewalk widening,

:

ay Area Rapid Transit District (BART)	Completion Date	1/31/23

e procurement of new rail cars, BART's first replacement rail cars were delivered. As of January 2023, BART il cars as part of an overall program to not only replace but expand its fleet.

Unit (DMU) Vehicles

Bay Area Rapid Transit District (BART)	Completion Date	5/31/18

ch extension. The vehicles include a variety of amenities including high-back seats, six digital signs (with al / destination signs, and modern climate control systems. Project Cost: ~$65M.

ents funded by AHSC is not a public entity, an executed ertifying the satisfactory completion of similar infrastructure	Uploaded to HCD?	N/A

RT Station TRA Capi

	Completion Date	4/1/18

D fixtures and installation of new single and dual head light poles in both parking lots and newly renovated

Improvements

	Completion Date	3/1/17

, wayfinding, pedestrian-scale lighting, and continuous canopies along the bus intermodal that serve as bus

ents funded by AHSC in not a public entity, an executed ertifying the satisfactory completion of similar infrastructure	Uploaded to HCD?	N/A

ects similar to the proposed PGM in scope and size, which have been completed by **the**

unsel	Operating entity name	Eviction Defense Collaborative	
tion Defense Collaborative		Completion Date	3/1/23

an eviction matter, emergency rental assistance, tenant subsidies and advocacy for those facing

ar successful programs.

dedicated to eviction prevention, processing 99% of all the eviction notices filed in the city. EDC's gency rental assistance and subsidies for those at risk of eviction and displacement, and advocacy 9, EDC has served as the lead partner with the City of San Francisco for the implementation of SF s full scope legal representation in an eviction matter. In this role, EDC coordinates and oversees em.

	Development entity name	San Francisco Bicycle Coalition	
Francisco Bicycle Coalition		Completion Date	1/1/23

refurbishing reclaimed bikes and distributing them to community members at no cost. Working th individual low-income community members, we ensure that each recipient receives a well-fitting other equipment to keep them and their bikes safe. Recipients also receive high-quality bicycle followup services, such as community rides and additional mechanical support.

ar successful programs.

cles at no cost to low-income members of the community. Starting with bike maintenance skill-share rward program. As these efforts grew, the program focused on the city's Equity Priority ted huge barriers to street safety, active transportation, and practices for healthy living. Continuing cluding BMAGIC, Young Community Developers, Excelsior Strong, Downtown Streets Team, and esources, and bike safety education to well over 1,000 residents.

recently completed programs.	Uploaded to HCD?	Yes

ect, or the real property on which the Project is proposed may not be party to or the ally affects the feasibility of the Project. Further, the Applicant(s) shall disclose and ect or the Property which affects or potentially affects the feasibility of the Project.	Yes
he application deadline set forth in the NOFA. Any demolition operation conducted under is structurally unsound and in danger of imminent collapse is exempt from this	Yes

Qualifying Transit, respectively, must be serving the Transit Station/Stop at the time of the Transit Station/Stop by the time a certificate of occupancy is provided. For all Project nected by a pedestrian access route no greater than 0.50 miles at the time of certificate of AHD and the Transit Station/Stop may be included as part of the project STI/TRA y is provided.	Yes
ce Law (CA Gov Code Sec. 7260-7277).	Yes
hapter 16, commencing at Section 7260, and Title 25 CCR, Subchapter 1, Chapter 6,	No

s not required. "N/A" or "Vacant Land" is not sufficient.

in the current lot. Thus, no relocation is required.

roject is located must be in substantial compliance by the date of award recommendation. ed housing element is in substantial compliance as demonstrated by a letter from the e time frames required by Section 65588 of the Government Code includes that ion 65580, of Chapter 3 of Division I of Title VII of the Government Code. A jurisdiction's Department's website. Projects located on Trust Land, as defined under Indian country, nder Indian country, are exempt from this requirement.	Yes

partment review of their housing element at the time of award and jurisdictions which are nto compliance at the time of award, shall both be deemed to be in a presumptive state of ptive substantial compliance shall include conditions in their respective standard on must have received a final housing element certification letter from the Department.

ousing element in substantial compliance with Art.10.6 (§65580) Ch. 3 Div. 1 of Title 7 u HCD's website.	Yes

	Uploaded to HCD Portal?	Yes

must at the time of application, have submitted their housing element annual progress a for the current and prior year.	Yes
	Yes
l progress reports as required by Government Code section 65400 to the State of	Yes
daptation measures as described in Section 107 Narrative Based Policy Scoring (b).	Yes

or component thereof will not result in loss or conversion of agricultural or other working gnated as Agricultural Land according to the California Department of Conservation's Farmland Finder). An exemption to the FMMP designation may be allowed for applications	Yes
cultural or other working lands, or natural resource lands for other uses according the bsite?	Yes
ithin land designated as agricultural land per FMMP tool. Uploaded to HCD?	Yes
ultural or other working lands, or natural resource lands for other uses according the Dept.	Yes
cultural or other working lands, or natural resource lands for other uses according the bsite?	Yes

ments and Housing Related Infrastructure Capital Projects must also demonstrate to the

st meet the underwriting standards in the UMRs and MHP Guidelines Section 7312.	Yes
d Infrastructure, or both are infeasible without AHSC Program funds, and other committed	Yes

and requiring the demolition of existing residential units are eligible only if the number of the demolished structures, with equal or greater affordability. The new Affordable Units oject meeting the requirements of the UMRs Section 8303 (b).

Substantial Rehabilitation and requiring the demolition of existing residential units that ed structures where it determines that such approvals will substantially improve the policy objective, as long as the reduction does not result in more than 25 percent fewer

abilitation and requiring the demolition of existing residential units?	No
abilitation and requiring the demolition of existing residential units that result in a number	No

both Capital Project(s) involves the demolition of existing units that are affordable to lower-income ned units, comparable in size, of equal or greater affordability and equal to or greater than the ss to transit and include first right of return to displaced residents.

fordable to lower-income households?	No

nt is consistent with State and Federal Fair Housing requirements including duties to

with all applicable state and federal law, including, without limitation, the requirements of Americans with Disabilities Act of 1990; the Fair Housing Act; the Fair Housing ; the Unruh Civil Rights Act; GC Section 11135; Rehabilitation Act of 1973 Section 504; FR Part 100, 24 CFR Part 8, and 28 CFR Part 35)?	Yes

lixed Use Development in the case that non-residential uses are included, are powered zero-emission generators are AHSC Eligible Costs. Projects required to include fossil d most renewable technology first, starting with gaseous fuel (e.g., RNG, NG, LPG), and ed that procurement, site preparation, installation, or operation of such units is not an

with no connections to natural gas infrastructure as described above?		Yes
osed Affordable Housing Development, or Mixed-Use n-residential uses are included, are powered entirely through natural gas infrastructure.	Uploaded to HCD?	Yes

nfrastructure, Transportation Related Amenities, or both must satisfy all the following:

cal agency, is required for the Project, the application must include a statement from that ransportation Related Amenities Capital Project(s) is consistent with all applicable local hat entity.

gency, required for the STI Capital Project?		Yes
e STI Capital Project is consistent with all applicable local rules, ans enforced or implemented by that entity.	Uploaded to HCD?	Yes

ed Amenities Capital Project(s) involves the demolition of existing units that are he replacement of demolished units, comparable in size, of equal or greater affordability s located within comparable access to transit and include first right of return to displaced

ese Guidelines apply to Sustainable Transportation Infrastructure or Transportation ides a parcel, or any portion of a parcel, on which (1) residential dwelling units affordable elling units restricted to lower-income households that have been vacated or demolished

esidential units?	No
nits which (1) residential dwelling units affordable to lower income households currently households that have been vacated or demolished within the five year period preceding	No

emonstrate to the satisfaction of the Department all the following:

Program funds, and other committed funds are not being supplanted by AHSC Program	Yes

ject to all applicable codes, including the California Building Standards Code (CCR, Title	Yes
otential health impacts of air pollution will be provided to residents of Affordable Housing	Yes
ential health impacts of air pollution to AHD residents through online and paper materials, as well as	
air housing, nondiscrimination, Pet Friendly Housing Act, physical accessibility, and es Section 7314 (a)-(d). Projects must also provide a preference for accessible units to nce with TCAC regulations (California Code of Regulations (CCR), Title 4, Section cant or Developer of the Project must ensure that any other applicable federal, state, and	Yes
ts involving new construction, acquisition and Substantial Rehabilitation, or conversion of modating broadband internet service with at least a speed of 100 megabits (50 megabits er second for uploading.	
onents must provide a conduit from the public right of way or property line and provide ach unit and public common space to provide a broadband internet connection.	
highest caliber connection. All Applicants should consult with their local jurisdictions roadband internet service providers in the area.	
with speeds listed above must be made available to each Restricted Unit for a minimum he AHD's placed-in-service date.	Yes

derstand, and agree to comply with the following sections of the 2023 AHSC Guidelines.

of Document

Transbay Block 2 Family Quantitative Policy Scoring §107 App AHSC0001033

V1 1/30/23

Quantitative Policy Scoring – 52 Points Maximum

Total Quantitative Self Score 44.997

(a) Active Transportation Improvements §107(a) - 14 Points Maximum — 10

(1) Length of Context Sensitive Bikeways (PAM) - 3 points maximum — STI and TRA Quantification Form — 3

(A) 3 points for at least one (1.0) lane mile

(B) 1 point for at least one half (0.50) lane mile

Class 1 Bikeways		Class 2 Bikeways		Class 3 Bikeways		Class 4 Bikeways	1.700	Total Context Sensitive Bikeway Mileage	1.700

File Name	AHSC-funded STI and TRA Quantification Form	Complete the AHSC-funded STI and TRA Quantification Form identifying the locations, AADT, and Speed Limit of all STI and TRA components that are to be funded by the AHSC program funds.	Uploaded to HCD?	Yes

(2) Will the Project expand an existing bicycle network? The new Context Sensitive Bikeway funded by AHSC must have an entry point within the Project Area and directly intersect with an existing bikeway as a way to connect to the existing bike network. The existing bikeway and bikeway network does not have to be comprised of Context Sensitive Bikeways. **- 2 point maximum** — Yes — 2

File Name	Bicycle Network Connectivity	Identify at least one location where the new AHSC-funded Context Sensitive Bikeway directly intersects with an existing bikeway on the Project Area Map (PAM).	Uploaded to HCD?	Yes

(3) Length of AHSC-funded Safe and Accessible Walkways (PAM) - 3 points maximum — 3

Total length (in linear feet) of STI new or replaced sidewalks and TRA sidewalks improved:

(A) **3 points** for repairing or constructing sections of sidewalks, walkways, or ramps that create more than 2,000 feet of **continuous** Safe and Accessible Walkway.

(B) **1 point** for repairing or constructing sections of sidewalks, walkways, or ramps that create more than 1,000 but at or less than 2,000 feet of continuous Safe and Accessible Walkway.

Safe and Accessible Walkways - length (in feet) of new or replaced sidewalk, walkways, or ramps	4,600

(4) New pedestrian facilities - 2 point maximum

Will the Project create at least 1,000 linear feet of ***new*** pedestrian facilities ***where none exist*** at the time of application submission? — No — 0

(5) Projects that improve existing transit routes that serve the community around the AHD. - 4 points maximum (two points for each strategy). — 2

The AHSC-funded improvements must improve service for a transit route that serves at least one (1) stop or station inside the Project Area. The improvement to the transit route need not be wholly inside the Project Area, but the Project's effects to improving reliability and/or speed inside the Project Area should be evident.

Projects improve a local bus service by at least one (1.0) Lane Mile by implementing any (or a multiple) of the following:

(A)	At least one (1.0) **Lane Mile** of a Bus Only Lane that includes prohibition of private vehicles or High Occupancy Toll (HOT) Lanes that are in effect at least eight (8) hours a day, at least five (5) days a week.	No
(B)	Installation of new off-board fare collection kiosks or machines along all stops for one (1.0) consecutive **Lane Mile**.	No
(C)	Installation of new at-grade boarding infrastructure along all stops for one (1.0) consecutive **Lane Mile**.	No
(D)	Installation of at least four (4) bus bulb-outs that eliminate the need for buses to pull out of the general flow lane along one bus route in the **Project Area**.	No
(E)	Installation of new or upgraded **Transit Signal Priority** hardware and software along all signals for one (1.0) consecutive **Lane Mile**.	Yes
(F)	Installation of at least five (5) new bus shelters where none currently exist at least five stops along one bus route in the **Project Area**.	No
(G)	Procurement of at least one new **ZEV** transit vehicle that allows the provider to modify published schedules that will achieve headways of 15 minutes or less during peak hours or reduce peak hour existing headways by more than 10 minutes.	No

File Name	Local Transit Route Improvements	Provide maps and/or scopes of work identifying the proposed locations for the improvements to the local transit route identified in §107(b)(5) along the one transit route. If improving two transit routes, provide one map for each of the routes.	Uploaded to HCD?	Yes

(b) Green Buildings and Renewable Energy §107(b) - 3 Points Maximum — 3

(1) Green Building Status - 3 points

Construction Type:	Residential Construction
Green building status beyond State mandatory building code requirements as verified:	Green Point Rated New Construction: Gold

File Name	Green Building Status	Provide signed letter from a certified LEED Green rater, certified Green Point rater, or licensed engineer stating the commitment to achieve green building status beyond State mandatory building code. Specify the Certification the AHD commits to.	Uploaded to HCD?	Yes

(c) Housing and Transportation Collaboration §107(c) - 10 Points Maximum — 8

(1) STI Funds Requested as percentage of Total AHSC Requested **- 6 points maximum**

AHD & HRI Requested:	$28,000,000	STI Requested:	$10,334,634	Total AHSC Funds Requested:	$41,011,377	STI % of Total AHSC Requested:	25%	6

(2) Project which invest at least $1,500,000 or five (5.0%) percent of total AHSC funding request (whichever is the lower amount) in Transportation Related Amenities at or along the side of block face(s) that include a Transit Station or Stop within the Project Area. **- 2 points maximum**

TRA Req:	$1,581,119	TRA (Transit Station or Stop) Requested:	$1,581,119	Total AHSC Funds Requested:	$41,011,377	TRA (Transit Station/Stop) Funds Req as % of Total AHSC Req:	4%	TRA % of Total AHSC Requested:	4%	2

(3) Projects which provide documentation that their site is: - 2 points maximum — 0

(A) Within environmentally cleared High Speed Rail Station Planning Area

Is Project Area within environmentally cleared High Speed Rail Station Planning Area?	No

(B) Funding the construction of community-identified components:

Has the proposed Project received funds from another California Strategic Growth Council (SGC) Program?	No

(C) Utilizing Publicly-Owned Land:

Is Project to be developed on land designated as Excess Land (EO N-06-19) or any land declared surplus by a local agency? Projects developed on land donated by or leased at a discounted rate from a transit agency are also eligible for these points.	No

(d) Location Efficiency and Access to Destinations §107(d) - 3 Points Maximum — 2.997

(1) (2) Location Efficiency to Key Destinations (PAM) - For TOD Project Areas and ICP Project Areas each type of Key Destination is worth one third (0.333) of a point. For RIPA Project Areas each type of Key Destination is worth one half (0.50) of a point. *(for each item below, answer Yes or No as to if these Key Destinations are within 1/2 mile of the AHD)*

(A) Market or Grocery store (SNAP Retailer)	Yes
(B) Food Bank	Yes
(C) Medical clinic	No
(D) Licensed childcare facility	Yes
(E) Pharmacy	Yes
(F) Park accessible to the general public	Yes
(G) Community Center	Yes
(H) Public library	Yes
(I) Public elementary, middle, high school, non-profit university or non-profit junior college	No
(J) Bank, or credit union	Yes
(K) Post Office	Yes

(e) Funds Committed §107(e) - 4 Points Maximum | 4

Points will be awarded for applications demonstrating committed funding for all permanent financing, grants, project-based rental assistance, and operating subsidies, excluding: the amount requested from the AHSC Program, an allocation of tax-exempt bonds, and 4 percent or 9 percent tax credits.

Does Applicant meet the above requirements? TRUE

(f) Prohousing Designation §107(f) – 3 Points Maximum | 2

(1) Projects located in jurisdictions that have received a "Prohousing designation" as certified by the Department by the application due date. **- 3 Points Maximum**

Is Project located in a jurisdiction that have received a "Prohousing designation" as certified by the Department and by the application due date?	No

(2) Projects located in jurisdictions that have applied for a "Prohousing designation" from the Department. **- 2 Points Maximum**

Has the jurisdiction of the proposed Project applied for a "Prohousing designation" from the Department?	Yes

The prohousing application must be received by the Department before the application due date and the jurisdiction must have passed a resolution of their governing body authorizing application and participation in the Prohousing Designation Program, **and have at least three of the following policies in place**:

(A)	**Projects** located in jurisdictions with policies that involve meaningful actions towards Affirmatively Furthering Fair Housing pursuant to GC Section 8899.50, including, but not limited to, rezoning higher density in **Higher Opportunity Areas**, prioritizing funding in **Higher Opportunity Areas** or areas of concentrated poverty or lower opportunity, place-based (e.g., acquisition/rehabilitation, infrastructure improvements, enhancement of community amenities and resources) or displacement strategies in areas of concentrated poverty, lower opportunity or high displacement risk.	No
(B)	**Projects** located in jurisdictions permitting missing middle housing uses (e.g., triplexes and fourplexes) by right in existing low-density, single family residential zones or increasing allowable density in low-density, single-family residential areas beyond the requirements of state Accessory Dwelling Unit Law (e.g., permitting more than one ADU or JADU per single-family lot) and Government Codes sections 65852.21 and 66411.7.	No
(C)	**Projects** located in jurisdictions with density bonus programs which exceed statutory requirements by 10 percent or more.	No
(D)	**Projects** located in jurisdictions that are reducing or eliminating parking requirements for residential development as authorized by GC Sections 65852.2; adopting vehicular parking ratios that are less than the relevant ratio thresholds at subparagraphs (A), (B), and (C) of GC Section 65915, subdivision (p)(1); or adopting maximum parking requirements at or less than ratios pursuant to GC Section 65915, subdivision (p).	Yes
(E)	Establishment of ministerial approval processes for a variety of housing types, including single-family and multifamily housing.	No
(F)	Establishment of an Enhanced Infrastructure Financing District or similar local financing tool that, to the extent feasible, directly supports housing developments in an area where at least 20 percent of the residences will be affordable to Lower Income households.	No
(G)	Projects located in jurisdictions that zone more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum Regional Housing Needs Allocation for the Lower-Income allocation in the current housing element cycle.	No
(H)	Projects located in jurisdictions with measures that reduce costs for transportation-related infrastructure or programs that encourage active modes of transportation or other alternatives to automobiles. Qualifying policies include, but are not limited to, publicly funded programs to expand sidewalks or protect bike/micro-mobility lanes; creation of on street parking for bikes; transit-related improvements; or establishment of carshare programs.	No
(I)	Projects located in jurisdictions that have established pre-approved or prototype plans for missing middle housing types (e.g., duplexes, triplexes, and fourplexes) in low-density, single-family residential areas.	No
(J)	Establishment of streamlined, program-level CEQA analysis and certification of general plans, community plans, specific plans with accompanying Environmental Impact Reports (EIR), and related documents and Projects located in jurisdictions that have documented practice of streamlining housing development at the Project level, such as by enabling a by-right approval process or by utilizing statutory and categorical exemptions as authorized by applicable law (Pub. Resources Code, Sections 21155.1, 21155.4, 21159.24, 21159.25; Gov. Code, Section 65457; Cal Code Regs., tit. 14, Sections 15303, 15332; Pub. Resources Code, Sections 21094.5, 21099, 21155.2, 21159.28).	Yes
(K)	Waiver or significant reduction of development impact fees for residential development.	No
(L)	Establishment of local housing trust funds or collaboration on a regional housing trust fund.	Yes
(M)	A comprehensive program that complies with the Surplus Land Act (Gov. Code, § 54220 et seq.) and that makes publicly owned land available for affordable housing, or for multifamily housing projects with the highest feasible percentage of units affordable to Lower Income households. A qualifying program may utilize mechanisms such as land donations, land sales with significant write-downs, or below-market land leases.	No

File Name	Pending Prohousing Designation	Provide evidence that the jurisdiction applied for a "Prohousing designation" from the Department and that the jurisdiction have passed a resolution of their governing body authorizing application and participation in the Prohousing Designation Program.	Uploaded to HCD?	Yes

(g) Anti-Displacement Activities §107(g) - 4 Points Maximum | 4

(1) Projects that document a commitment to implement at least one (1) new or expanded Anti-displacement activity listed below, as supported by an assessment of housing needs and displacement vulnerability.

Please see Guidelines for the "Assessment" and the "Commitment Letter" requirements. | # of Activities to be implemented | 1

(A) Projects may select up to two activities listed below. These activities must be implemented by an independent non-profit or locality with dedicated Program Cost (PGM) funding of a minimum $150,000 per activity:

(i)	A non-profit and/or Locality developing a Community-Driven, Neighborhood-Scale Anti-Displacement Plan	No
(ii)	A non-profit and/or Locality implementing a policy or action identified in a previously-adopted Anti-Displacement Plan that is not listed below	No
(iii)	A non-profit and/or Locality implementing a policy identified in an existing Community-Driven, Neighborhood-Scale Anti-Displacement Plan	No
(iv)	A non-profit and/or Locality developing or implementing a pipeline or training programs that will build capacity for local affordable housing developers	No
(v)	A non-profit and/or Locality developing or implementing a process for data collection, monitoring, & tracking systems related to the causes of displacement (e.g. rental property registry, landlord licensing, local eviction tracking, or a speculation watchlist)	No
(vi)	A non-profit and/or Locality developing or implementing eviction prevention and landlord anti-harassment programs	Yes
(vii)	A non-profit and/or Locality developing or implementing rental assistance programs	No
(viii)	A non-profit and/or Locality developing a Neighborhood Leadership Development Program for stakeholders within the project community	No
(ix)	A non-profit and/or Locality developing or implementing a Small/Family Business Protection Program for community businesses in the Project Area	No
(x)	A non-profit and/or Locality developing or operating a Community Land Trust or Land Banking activities	No

File Name	Assessment Housing Needs	Applicants are required to develop an assessment of the housing needs and displacement vulnerability for the communities overlapping the Project Area.	Uploaded to HCD?	Yes
File Name	Commitment Letter workplan	All proposals in partnership with a non-profit or locality must provide a Commitment Letter and a proposed workplan describing how each program or activity will be implemented.	Uploaded to HCD?	Yes
File Name	Assessment Supporting Documents	**Optional**: Applicants and partners are permitted to provide their own existing Anti-Displacement Assessment, if it addresses the requirements described in Section 107 Quantitative Policy Scoring (g)(1). Applicants and partners are also permitted to provide information or data from reputable local sources, like the locality's Housing Element, to respond to the provided Assessment template prompts. Any alternative assessments or source documentation should be provided.	Uploaded to HCD?	N/A

(h) Local Workforce Development and Hiring Practices Maximum §107(h) - 3 Points | 3

(1) Projects that implement workforce development strategies that advance the recruitment, training, and hiring of individuals who live within Priority Population census tracts or Low-Income Households. **1.5 points per strategy**

Choose from the following AHSC workforce development strategies: | # of Strategies | 2

(A)	Partnership with a Workforce Development organization or a Workforce Development Board.	Yes

File Name	Workforce Strategy A	Partnership with a Workforce Development Organization: If pursuing Workforce Strategy A (Section 107 Quantitative Policy Scoring (h)(1)(A)), submit the information and verifiable documentation requested in Section 107 Quantitative Policy Scoring (h)(1)(A)(i)-(vi) in a letter jointly signed by the Applicant and external organization.	Uploaded to HCD?	Yes

(B)	Project is bound by a Skilled and Trained Workforce Commitment.	No
(C)	Projects that have developed a Project Labor or Community Workforce Agreement.	No
(D)	Projects that are located in jurisdictions with Local Hire Ordinances.	Yes

File Name	Workforce Strategy D	Local Hire Ordinances: If pursuing Workforce Strategy D (Section 107 Quantitative Policy Scoring (h)(1)(D)), submit the information and verifiable documentation requested in Section 107 Quantitative Policy Scoring (h)(1)(D)(i)-(iii) in a letter.	Uploaded to HCD?	Yes

(i) Housing Affordability §107(i) - 5 Points Maximum | 5.00

(1) For rental Affordable Housing Developments, the following shall apply:

Transbay Block 2 Family Quantitative Policy Scoring §107 App AHSC0001033

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(A) Applications which restrict a percentage of units in a rental Affordable Housing Development to Extremely Low Income (ELI) households. **3 Points Maximum**

Points will be awarded based on the percent of total units restricted to ELI households as follows:

(i) 15 to 19.9 percent of total units = **1 points**

(ii) 20.0 to 24.9 percent of total units = **2 points**

(iii) 25 percent or more of total units = **3 points**

Extremely Low Income (ELI) Units	46	**3.00**
Total AHD Units	184	
ELI Units as a % of Total AHD Units	25.00%	

(B) Applications which restrict a percentage of three-bedroom or larger units in a rental Affordable Housing Development to Extremely Low Income or Very Low-Income households. **2 Points Maximum**

(i) 10 to 19.9 percent of total units = **1 points**

(ii) 20 percent or more of total units = **2 points**

Three-bedroom or larger units to Extremely Low Income or Very Low-Income households	37	**2.00**
Total AHD Units	184	
Three-bedroom or larger, ELI or VLI Units as a % of Total AHD Units	20.11%	

(j) **Programs §107(j) – 3 Points Maximum** **3**

(1) Applicants that propose an AHSC-funded Program (PGM) Cost in partnership with a non-profit organization (including churches, Community Based Organizations, or other organization registered as a 501(c)(3) Organization) for at least $150,000. All proposals in partnership with a non-profit must provide a commitment letter and a proposed workplan describing how each program or activity will be implemented. **An Applicant seeking points for an activity under the Anti- Displacement category is not eligible for additional points for that same activity under the Programs section**.

Please see Guidelines for items that should be included in the proposed workplan:

Programs proposed under this section must fall under one of these four categories to be eligible for points.

(A) Active Transportation Encouragement and Safety: Active Transportation programs that encourage residents to walk or bicycle more frequently and more safety. Programs may include, but are not limited to: Bike Safety Workshops, Walking School Buses or other group walking activities, Safe Routes to School or Transit. Additionally, distribution of lights, safety equipment, or bicycles to low-income residents are an eligible Program Cost as an incentive for participation in safety education programs

(B) Low-Income Zero Emission Vehicle (ZEV) Car Sharing Programs: Programs that provide free or reduced cost access to Zero Emission Vehicle Car Sharing Programs.

(C) AHD Resident Support: Instructor-led adult educational, health and wellness, or skill building classes. Includes, but is not limited to: Financial literacy, computer training, home-buyer education, GED classes, and resume building classes, ESL, nutrition class, exercise class, health information/awareness, art class, parenting class, on-site food cultivation and preparation classes, and smoking cessation classes. Drop-in computer labs, monitoring or technical assistance shall not qualify.

(D) Tenant Legal Counseling: Programs that provide legal advice and education to renters on their rights as a tenant and access to programs to help reduce risks of evictions and displacement. Section 103(b)(1)(A) applies.

Which, above program, category will the applicant(s) choose from to propose the AHSC-funded Program (PGM)		(A)
Program Name	San Francisco Bicycle Coalition	
Non-profit organization name	San Francisco Bicycle Coalition	

File Name	AHSC funded pgm Commitment letter	If pursuing Section 107Quantitiative Policy Scoring (j), provide a commitment letter and a proposed workplan describing how each program or activity will be implemented. Be sure to identify which category the proposed AHSC-Funded Program falls under. The proposed workplan should include the information outlined in Section 107 Quantitative Policy Scoring (j)(1).	Uploaded to HCD?	Yes

End of Document

Transbay Block 2 Family Narrative-Based Scoring §107(a)(b)(c)(d) - 18 Points Maximum **App AHSC0001033**

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The **narrative-based policy scoring** section of the application will be scored **only** *for projects that meet threshold requirements listed in Section 106* .

For Narrative-Based Policy Scoring, applicants must provide responses to the questions and prompts outlined in the Narrative Prompts document. Please reference the Narrative Prompts document and rubric at the SGC AHSC Program Website for instructions, the specific questions to answer, and necessary application materials.

File Name	Narrative	Provide a response to each prompt as outlined in the Narrative Prompts document. The responses must be uploaded as a PDF and must follow the stated word counts. See Narrative Scoring Rubric document for guidance in completing Narratives.	Uploaded to HCD?	Yes

The following is a summary of each section:

(a) Community Benefits & Engagement §107(a) - 6 Points Maximum

Community involvement and leadership are crucial to ensuring that both the principal objectives and co-benefits of the project respond to the true needs of the community. Taken together, the responses to the prompts will explain how local residents and community-based organizations were meaningfully engaged in developing the Project, especially those from Disadvantaged and Low-income Communities, and how the project addresses community-identified needs and promotes community health and well-being. **The prompts will ask applicants to address two main components: (1) Community Engagement and Leadership and (2) how the AHSC Project addresses community needs**.

File Name	Community Tracker	Provide a completed AHSC Round 7 Community Engagement Tracker.	Uploaded to HCD?	Yes
File Name	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.	Uploaded to HCD?	Yes

(b) Climate Adaptation & Community Resiliency §107(b) - 5 Points Maximum

Communities will continue to experience effects of climate change in many ways, including increased likelihood of droughts, flooding, heatwaves, sea level rise, severe weather, and wildfires. Due to these effects, climate resiliency is a key part of planning and project implementation. The prompts will ask applicants to address how the risks posed from climate change and other environmental exposures will be reduced by strategies listed in the Climate Adaptation Assessment Matrix. The prompts will also ask how the Project will reduce the health risks of climate change and other environmental exposures including extreme heat, wildfires and smoke, air pollution from vehicle emissions, and more. Under this section applicants will fill out the Climate Adaptation Assessment Matrix.

Note: If available, use localized climate impact projections.

For tools to help assess general climate impacts, please visit Cal-Adapt's Local Climate Snapshot tool.

For adaptation tools, resources, strategies and case studies visit State's Adaptation Clearinghouse.

File Name	Climate Matrix	AHSC Round 7 Climate Adaptation Assessment Matrix.	Uploaded to HCD?	Yes

(c) Collaboration & Planning §107(c) - 4 Points Maximum

Collaboration between local governments and housing and transportation providers is critical to create a project that ensures connectivity and responds to the day to day needs of the community. Taken together, the responses to the prompts of this section should outline how the proposed project brings together the efforts of local government, including housing and transportation agencies to achieve projects that improve efforts related to climate adaptation, health, housing, mobility, and safety. The prompts will ask applicants to address two components of this: (1) Local Planning Efforts and (2) Housing and Transportation Collaboration.

File Name	Local Planning Efforts	Please provide a single PDF with the cover page of the plan and relevant pages of the plans referenced in the Local Planning Efforts Section. Please only include pages referenced in the narrative.	Uploaded to HCD?	Yes
File Name	Site Plan	Provide the most current site plan.	Uploaded to HCD?	Yes
File Name	Future Engagement	**Optional**: Submit supporting documentation to demonstrate future engagement with either a CBO or residents (i.e. any engagement plans, agreements, etc.). Can be included as part of the Community Needs upload if it is the same CBO.	Uploaded to HCD?	N/A

(d) Equity & Transformation §107(d) – 3 Points Maximum

As stated in the AHSC Program Overview, SGC is committed to achieving racial equity in its operations, investments, and policy initiatives and to achieving its vision that: All people in California live in healthy, thriving, and resilient communities regardless of race (read more in the SGC Racial Equity Action Plan). The AHSC Program encourages a holistic approach to community development and broader investments in neighborhoods. Under this section, the prompts will ask applicants to describe how the Project: 1) advances equity and 2) is either piloting new or innovative approaches or policies, leveraging existing resources in a new way, or shaping future projects in the nearby communities.

SGC Racial Equity Action Plan

End of Document

Full list of Uploads

FILE NAME	FILE DESCRIPTION	Per answers within Application	
HCD Excel Application			
AHSC Application Workbook	AHSC Application Excel Workbook.	Included	✓
Project Overview Sheet/Tab			
Tax Credit Reservation Letter	If the Project has already received a tax credit reservation, upload documentation.	Not Applicable	✗
Operating Subsidy Commitment	Documentation evidencing commitment of Operating Subsidies including source, term (in years), total subsidy amount, and estimated first year allocation.	Included	✓
Current Contract Rents	Projects proposing project-based rental assistance: Provide documentation of current contract rents for HAP, Shelter Plus or other source, as applicable.	Not Applicable	✗
Tribal Entity Waiver	Modifications or waivers as provided for in HSC Section 50406, subdivision (p) (Assembly Bill 1010 (Chapter 660, Statutes of 2019)	Not Applicable	✗
Indian Country Verification	Documentation verifying land is located in Indian Country as defined by 18 USC 1151.	Not Applicable	✗
Fee or Trust Land Verification	Documentation verifying land is located on Fee or Trust Land.	Not Applicable	✗
STI-TRA Agreement	STI-TRA agreement: If utilizing the experience of a Locality or Transportation Agency non-applicant for STI or TRA components an applicant must provide an executed agreement with that specific Locality or transportation agency non-applicant for the completion of the STI or TRA components of the AHSC Project for which funding is sought.	Not Applicable	✓
App1 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Included	✓
App1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Included	✓
App1 Org Chart	Applicant Organization Chart.	Included	✓
App1 Signature Block	Signature Block - upload in Microsoft Word Document.	Included	✓
App1 Cert of Good Standing	Dated 30 days or less from the application due date.	Included	✓
App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Included	✓
App2 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Included	✓
App2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable	✗
App2 Org Chart	Applicant Organization Chart.	Not Applicable	✗
App2 Signature Block	Signature Block - upload in Microsoft Word Document.	Included	✓
App2 Cert of Good Standing	Dated 30 days or less from the application due date.	Not Applicable	✗
App2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗
App3 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Not Applicable	✗
App3 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable	✗
App3 Org Chart	See Applicant Documents worksheet.	Not Applicable	✗
App3 Signature Block	See Applicant Documents worksheet.	Not Applicable	✗
App3 Cert of Good Standing	Dated 30 days or less from the application due date.	Not Applicable	✗
App3 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗
App4 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Not Applicable	✗
App4 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable	✗
App4 Org Chart	Applicant Organization Chart.	Not Applicable	✗
App4 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable	✗
App4 Cert of Good Standing	Dated 30 days or less from the application due date.	Not Applicable	✗
App4 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗
Joint Venture Agreement	Executed copy stating the terms of joint venture agreement.	Not Applicable	✗
JV1 Cert & Legal	Reference: Applicant Certification Worksheet.	Not Applicable	✗
JV1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable	✗
JV1 Org Chart	Applicant Organization Chart.	Not Applicable	✗
JV1 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable	✗
JV1 Cert of Good Standing	Dated 30 days or less from the application due date.	Not Applicable	✗
JV1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗
JV2 Cert & Legal	Reference: Applicant Certification Worksheet.	Not Applicable	✗
JV2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable	✗
JV2 Org Chart	Applicant Organization Chart.	Not Applicable	✗
JV2 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable	✗
JV2 Cert of Good Standing	Dated 30 days or less from the application due date.	Not Applicable	✗
JV2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗
Owner Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Included	✓
Owner OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Included	✓
Owner Org Chart	Owner Organization Chart.	Included	✓
Owner Signature Block	Signature Block - upload in Microsoft Word Document.	Included	✓
Owner Cert of Good Standing	Dated 30 days or less from the application due date.	Included	✓
Owner Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗
MGP Cert & Legal	Reference: Applicant Certification Worksheet.	Included	✓
MGP OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Included	✓
MGP Org Chart	MGP Organization Chart.	Included	✓

MGP Signature Block	Signature Block - upload in Microsoft Word Document.	Included	✓
MGP Cert of Good Standing	Dated 30 days or less from the application due date.	Included	✓
MGP Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗

AGP1 Cert & Legal	Reference: Applicant Certification Worksheet.	Not Applicable	✗
AGP1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable	✗
AGP1 Org Chart	AGP Organization Chart.	Not Applicable	✗
AGP1 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable	✗
AGP1 Cert of Good Standing	Dated 30 days or less from the application due date.	Not Applicable	✗
AGP1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗

AGP2 Cert & Legal	Reference: Applicant Certification Worksheet.	Not Applicable	✗
AGP2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable	✗
AGP2 Org Chart	AGP Organization Chart.	Not Applicable	✗
AGP2 Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable	✗
AGP2 Cert of Good Standing	Dated 30 days or less from the application due date.	Not Applicable	✗
AGP2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗

MLLC Cert & Legal	Reference: Applicant Certification Worksheet.	Not Applicable	✗
MLLC OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Not Applicable	✗
MLLC Org Chart	Manager of LLC Organization Chart.	Not Applicable	✗
MLLC Signature Block	Signature Block - upload in Microsoft Word Document.	Not Applicable	✗
MLLC Cert of Good Standing	Dated 30 days or less from the application due date.	Not Applicable	✗
MLLC Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Not Applicable	✗

AB1550	Applicable CARB Priority Population Benefit Criteria Tables.	Not Applicable	✗
Project Area Map	Items marked with (**PAM**) in this application must be identified on the Project Area Map (**PAM**) and as outlined in the Project Area Mapping Guidance. This can include: mapping the Affordable Housing Development, Qualifying Transit, Active Transportation Improvements §107 Quantitative Policy Scoring(a)(1),(2),(3), & (4) ,Location Efficiency and Access to Destinations §107 Quantitative Policy Scoring(d)(1), and GHG Mapping components including: STI Improvements (e.g. bikeways, walkways, STI improvements to transit), traffic calming measures, and key destinations around STI improvements. **File must be submitted in a KML/KMZ format**.	Included	✓
Transit Service Map	Provide the Published Transit Service Map of the Qualifying Transit line. Indicate the approximate location of the AHD on the map.	Included	✓
Transit Service Schedule	Upload is the service schedule for Qualifying Transit only. All documentation transit service schedule supporting the transit service area. All transit service schedules should be uploaded to "Transit Service Schedule" as one document.	Included	✓
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.	Included	✓
Cap Improvements Req	Documentation from a Locality, transit agency or special district that capital improvements are required.	Not Applicable	✗
Onsite Energy Storage	Documentation certified by an energy consultant or architect.	Not Applicable	✗
STI Cap Project Costs	Documentation showing Capital Project costs are required as a condition of local approval for STI.	Not Applicable	✗
TRA Cap Project Costs	Documentation showing Capital Project costs are required as condition of local approval for TRA.	Not Applicable	✗
Utility allowance	Schedule of utility allowances.	Included	✓
Article XXXIV Legal Opinion	Legal opinion regarding Article XXXIV, prepared in accordance with NOFA.	Included	✓
Article XXXIV Authority	Documentation of Article XXXIV Authority prepared in accordance with NOFA.	Included	✓

Threshold Requirements Sheet/Tab

SCS Consistency Confirmation	Document from MPO identified above confirming consistency with SCS, or alternative planning strategy in non-MPO regions, per §106(a).	Included	✓
SFH Lease Addendum	Submit a draft of the development's Smoke Free Housing lease addendum.	Included	✓
AHD Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Included	✓
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.	Not Applicable	✗
HRI Environmental	Copy of all environmental reports and clearances (e.g. EIR, Phase 1 Notice of Exemption).	Not Applicable	✗
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.	Not Applicable	✗
STI Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Not Applicable	✓
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.	Included	✓
TRA Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Included	✓
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.	Included	✓
AHD-HRI Market Study	Provide a completed market study prepared within one year of the application due date.	Included	✓
EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc.	Documentation for the 4 permanent sources, plus Equity Investor if known at time of application.	Included	✓
EFC STI1; EFC STI2; EFC STI3; etc.	Supporting documentation for the 2 non-AHSC STI funding commitments.	Included	✓
EFC TRA1; EFC TRA2; EFC TRA3; etc.	Supporting documentation for the 1 non-AHSC TRA funding commitments.	Included	✓
EFC PGM1; EFC PGM2; EFC PGM3; etc.	Supporting documentation for the 0 non-AHSC PGM funding commitments.	Not Applicable	✗
AHD Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Included	✓
AHD Preliminary Title Report	PTR, that is no more than 6 months old for the AHD Project.	Included	✓
HRI Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Not Applicable	✗
STI Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Included	✓
TRA Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Included	✓
Past Exp AHD1, Past Exp AHD2	Certificates of Occupancy for two recently completed affordable housing developments.	Included	✓

Past Exp HRI1, Past Exp HRI2	Certificates of Occupancy for two recently completed affordable housing developments.	Not Applicable	✗
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.	Not Applicable	✗
Past Exp TRA1, Past Exp TRA2	Where the party making improvements funded by AHSC in not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.	Not Applicable	✗
Past Exp PGM1, Past Exp PGM2	Provide documentation for the two recently completed programs.	Included	✓
Relocation Plan	Applicants must provide a Relocation Plan.	Not Applicable	✗
HE Determination letter	Provide HCD's determination letter.	Included	✓
AHD No Ag	Demonstrate the AHD site is not within land designated as agricultural land per FMMP tool.	Included	✓
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).	Not Applicable	✗
HRI No Ag	Demonstrate the HRI site is not within land designated as agricultural land per FMMP tool.	Not Applicable	✗
HRI Ag Infill	Applicants seeking an exemption to the FMMP determination must demonstrate that the HRI Project site qualifies as an Infill Site (as defined in Appendix A).	Not Applicable	✗
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.	Not Applicable	✗
All Electric Design	Document affirming that the proposed Affordable Housing Development, or Mixed-Use Development in the case that non-residential uses are included, are powered entirely through electricity with no connections to natural gas infrastructure.	Included	✓
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.	Included	✓

Quantitative Policy Scoring Sheet/Tab

AHSC-funded STI and TRA Quantification Form	Complete the AHSC-funded STI and TRA Quantification Form identifying the locations, AADT, and Speed Limit of all STI and TRA components that are to be funded by the AHSC program funds.	Included	✓
Bicycle Network Connectivity	Identify at least one location where the new AHSC-funded Context Sensitive Bikeway directly intersects with an existing bikeway on the Project Area Map (**PAM**).	Included	✓
Pedestrian Network Gap	**PAM** - Using the Project Area Map, identify the current gap in the pedestrian network (no path or sidewalk currently exists) of at least 1,000 linear feet that is to be completed by the AHSC program funding.	Not Applicable	✗
Local Transit Route Improvements	Provide maps and/or scopes of work identifying the proposed locations for the improvements to the local transit route identified in §107(b)(5) along the one transit route. If improving two transit routes, provide one map for each of the routes.	Included	✓
Green Building Status	Provide signed letter from a certified LEED Green rater, certified Green Point rater, or licensed engineer stating the commitment to achieve green building status beyond State mandatory building code. Specify the Certification the AHD commits to.	Included	✓
Housing and Transportation Collaboration	Provide evidence that the project is either utilizing publicly-owned land, part of a related Strategic Growth Council project, or located within an environmentally cleared High Speed Rail Station Planning Area as identified in Sec.107(c)(3). If utilizing Publicly-Owned Land, provide documentation as requested for each respective type of land as outlined in Section 107 Quantitative Policy Scoring(c)(3)(C).	Not Applicable	✗
Prohousing Designation	Provide certification from the Department (HCD) that the Jurisdiction has received "Prohousing designation"	Not Applicable	✗
Pending Prohousing Designation	Provide evidence that the jurisdiction applied for a "Prohousing designation" from the Department and that the jurisdiction have passed a resolution of their governing body authorizing application and participation in the Prohousing Designation Program.	Included	✓
Assessment Housing Needs	Applicants are required to develop an assessment of the housing needs and displacement vulnerability for the communities overlapping the Project Area.	Included	✓
Commitment Letter workplan	All proposals in partnership with a non-profit or locality must provide a Commitment Letter and a proposed workplan describing how each program or activity will be implemented.	Included	✓
Assessment Supporting Documents	**Optional**: Applicants and partners are permitted to provide their own existing Anti-Displacement Assessment, if it addresses the requirements described in Section 107 Quantitative Policy Scoring (g)(1). Applicants and partners are also permitted to provide information or data from reputable local sources, like the locality's Housing Element, to respond to the provided Assessment template prompts. Any alternative assessments or source documentation should be provided.	Not Applicable	✗
Workforce Strategy A	Partnership with a Workforce Development Organization: If pursuing Workforce Strategy A (Section 107 Quantitative Policy Scoring (h)(1)(A)), submit the information and verifiable documentation requested in Section 107 Quantitative Policy Scoring (h)(1)(A)(i)-(vi) in a letter jointly signed by the Applicant and external organization.	Included	✓
Workforce Strategy B	Skilled and Trained Workforce Commitment: If pursuing Workforce Strategy B (Section 107 Quantitative Policy Scoring (h)(1)(B)), submit the information and verifiable documentation requested in Section 107 Quantitative Policy Scoring (h)(1)(B)(i) in a letter jointly signed by the Applicant and external organization.	Not Applicable	✗
Workforce Strategy C	Project Labor or Community Workforce Agreement: If pursuing Workforce Strategy C (Section 107 Quantitative Policy Scoring (h)(1)(C)), submit the information and verifiable documentation requested in Section 107 Quantitative Policy Scoring (h)(1)(C)(i) in a letter jointly signed by the Applicant and external organization.	Not Applicable	✗
Workforce Strategy D	Local Hire Ordinances: If pursuing Workforce Strategy D (Section 107 Quantitative Policy Scoring (h)(1)(D)), submit the information and verifiable documentation requested in Section 107 Quantitative Policy Scoring (h)(1)(D)(i)-(iii) in a letter.	Included	✓
AHSC funded pgm Commitment letter	If pursuing Section 107Quantitiative Policy Scoring (j), provide a commitment letter and a proposed workplan describing how each program or activity will be implemented. Be sure to identify which category the proposed AHSC-Funded Program falls under. The proposed workplan should include the information outlined in Section 107 Quantitative Policy Scoring (j)(1).	Included	✓

Narrative-Based Policy Scoring

Narrative	Provide a response to each prompt as outlined in the Narrative Prompts document. The responses must be uploaded as a PDF and must follow the stated word counts. See Narrative Scoring Rubric document for guidance in completing Narratives.	Included	✓
Community Tracker	Provide a completed AHSC Round 7 Community Engagement Tracker.	Included	✓
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.	Included	✓
Climate Matrix	AHSC Round 7 Climate Adaptation Assessment Matrix.	Included	✓
Local Planning Efforts	Please provide a single PDF with the cover page of the plan and relevant pages of the plans referenced in the Local Planning Efforts Section. Please only include pages referenced in the narrative.	Included	✓
Site Plan	Provide the most current site plan.	Included	✓
Future Engagement	**Optional**: Submit supporting documentation to demonstrate future engagement with either a CBO or residents (i.e. any engagement plans, agreements, etc.). Can be included as part of the Community Needs upload if it is the same CBO.	Not Applicable	✗

Certification & Legal

Cert-Legal Explanation	Letter of explanation for any "Yes" answers or red shaded items above. Copy this sheet and upload separate from the application.	Not Applicable	✗

CARB GHG & Co-Benefits Quantification

AHSC Benefits Calculator Tool	Completed AHSC Benefits Calculator Tool, with worksheets applicable to the project and all fields in the GHG Summary and Co-benefits Summary tabs populated.	Included	✓
GHG Affordable Housing Tab Inputs	Signed letter from housing project developer documenting inputs in the Affordable Housing Tab of the AHSC Benefits Calculator Tool. Follow this link for specific requirements and template.	Included	✓
GHG Transit Tab Inputs	Signed letter from transit agency partner documenting inputs in the Transit Tab of the AHSC Benefits Calculator Tool. Follow this link for specific requirements and template:	Included	If applicable
GHG Solar PV Tab Inputs	Signed letter from licensed professional documenting inputs in the Solar PV Tab of the AHSC Benefits Calculator Tool and PVWatts Calculator results. Follow this link for specific requirements and template.	Not Applicable	If applicable
Bike Share Inputs	Signed letter from bike share partner committing to delivering the proposed bike share project and confirming that project specific inputs in the AHSC Benefit Calculator are correct: -Is bike share is electric (yes/no)? -Number of bike share trip per year in Year 1 and Year F -Average cost per trip -Explanation or calculation of how the expected number of trips was derived	Not Applicable	If applicable
Clean Mobility Option (CMO) Benefits Calculator Tool	If applicant is proposing shared mobility projects, submit a completed CMO Benefits Calculator Tool.	Not Applicable	If applicable
GHG Shared Mobility Inputs	Signed letter from shared mobility provider documenting inputs in the Shared Mobility Tab of the AHSC Benefits Calculator Tool. Refer to the documentation requirements in the CMO Benefits Calculator Tool.	Not Applicable	If applicable

END OF DOCUMENT 152

Certification & Legal Disclosure

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

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

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

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

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

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

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

Printed Name	Title of Signatory	Signature	Date

Legal Disclosure

For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the project.

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

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

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

Exceptions:

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

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

Civil Matters

1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in *past ten years* ?	
2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	
3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	
4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?	
5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?	

Criminal Matters

6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the applicant?	
7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business?	
8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime?	
9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?	
10. Within the past ten years, has the applicant been convicted of any felony?	
11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?	
12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?	

Printed Name	Title of Signatory	Signature	Date

Entity Organizational Documents

Organizational Documents

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

Organizational Charts

Complete organizational charts are required for the Sponsor/Recipient, Borrower, MGP and AGP (if different from the Sponsor).

Corporate Entities

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

Limited Liability Companies

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

Limited Partnerships

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

Tribal Entity

Tribe Formation Documents (Constitution, Charters, etc.)
Federal Register of Indian Entities Recognized (81 Fed Reg. 26826) if applicable
BIA Federal Acknowledgment Petitioner List (CFR Section 83.1 of Title 25) if applicable
Contact List maintained by the Native American Heritage Commission (GC Section 65352.3) if applicable

End of Document

Project information needed for the CARB AHSC Ben

Project Name
HCD Project Application #
Project County
Project Area Type
Developer Contact Name
Developer Contact Phone
Developer Contact Email
AHSC GGRF Funds Requested ($)
Other GGRF Funds ($)
Other GGRF Funds Sources

Project information needed for the CARB AHSC Ben

Maximum stories
Total Dwelling Units
Restricted Dwelling Units
Net Density (dwelling units/acre)
Mixed-use Development?
Total Residential Space (square feet)
Total Mixed-use Space (square feet)
Traffic Calming Measures?
Residential Parking Spaces
Unbundled Monthly Parking Income ($)
Dwelling Units Receiving Transit Passes
Annual Transit Passes Value ($)
Duration of Funding for Transit Passes (years)

ıefits Calculator Tool at "Project Info" Worksheet, Cell reference at right if each item below.

Transbay Block 2 Family	Cell = E23
AHSC0001033	Cell = E24
San Francisco	Cell = E25
Transit Oriented Development (TOD)	Cell = E26
Sean Wils	Cell = E27
415.355.7100	Cell = E28
sean.wils@mercyhousing.org	Cell = E29
$41,011,377	Cell = E31
no data provided at application	Cell = E32
no data provided at application	Cell = E33

ıefits Calculator Tool at "Affordable Housing Inputs" Worksheet, , Cell reference at right if each iten

17	Cell = C20
184	Cell = C21
182	Cell = C22
220	Cell = C23
Yes	Cell = C24
182,713	Cell = C25
8,406	Cell = C26
Yes	Cell = C28
no data provided at application	Cell = C39
no data provided at application	Cell = C40
183	Cell = C45
$645,624	Cell = C46
3	Cell = C47

n below.

Application Development Team (ADT) Support Form

V1 1/30/23

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

Full Name:		Date Requested:		Application Version Date:	1/30/23
Organization:		Email:		Contact Phone:	

Issue #	Sheet/Tab name	Section	Cell#	Describe the issue/error or suggestion	Urgency	ADT Status	Status Date
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

Proposed expenditures for the HCD AHSC TB2E Loan and Grant:

Agency Name	Project Description	HCD Funding Amount
Transbay 2 Family, L.P.	Grant for Program (PGM) Costs: (1) SF Bike Coalition – Bike Safety ($150,000) - safety workshops, bike repair workshops, walking to school buses or other group walking activities, and safe routes to school or transit. Training programs will include the distribution of items including but not limited to bicycles, helmets, other safety equipment, or lights, to low-income residents of the Project Area; (2) Transit Passes for Residents ($645,624) - each restricted unit will be provided one (1) free transit pass for three years; (3) Anti-Displacement ($150,000) assistance by the Eviction Defense Collaborative (EDC) to provide tenants with full scope legal representation; and (4) Workforce Development – ECS CHEFS Program ($150,000) – Conquering Homelessness through Employment in Food Service (CHEFS), 10-week stipend-supported culinary workforce training program for individuals experiencing homelessness to begin or resume a career in the foodservice industry	$1,095,624
Transbay 2 Family, L.P.	Grant for STI (sustainable transportation infrastructure): purchase of two Bay Area Rapid Transit District (BART) cars a part of BART's Transbay Corridor Core Capacity Program	$5,034,634
Transbay 2 Family, L.P.	Grant for TRA (Transportation-Related Amenities): Next Generation Fare Gates at Embarcadero BART Station - purchase and installation of 17 Next Generation Fare Gate consoles	$1,581,119

Agency Name	Project Description	HCD Funding Amount
City and County of San Francisco (SF Public Works)	Grant for STI (sustainable transportation infrastructure): Transbay Howard Streetscape from 4th Street to Embarcadero including major bike and pedestrian streetscape improvements	$3,500,000
City and County of San Francisco (SFMTA)	Grant for STI (sustainable transportation infrastructure): Transit Priority Signals along Route 8, 8AX, 8BX, 30 & 45 - new central management software deployed to 29 intersections	$1,800,000

TOTAL HCD: $13,011,377

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

September 1, 2023

Ramie Dare, Director of Real Estate Development
Mercy Housing California
1256 Market Street
San Francisco, CA 94102

Sara Amaral, Director of Housing Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Dear Ramie Dare and Sara Amaral:

RE: Conditional Award Commitment and Acceptance of Terms and Conditions
Affordable Housing and Sustainable Communities (AHSC),
Fiscal Year 2022/2023, Round 7
Mercy Housing California – *Transbay Block 2 Family*
Contract No. 23-AHSC-17971 and 23-AHSC-17972

The California Department of Housing and Community Development ("**Department**") issued a Notice of Funding Availability on January 30, 2023, and subsequently amended on March 15, 2023, (the "**Affordable Housing and Sustainable Communities NOFA**"). The Department is now pleased to inform you of this conditional award to Mercy Housing California ("**Awardee(s)**"). This conditional award is a loan and grant in the amount of $41,011,377 (the "**Conditional Award**") for the above-referenced project (the "**Project**") and includes the following:

AHSC Program Award Components	Award Amount	Contract Number
AHSC Program Loan Award	$28,000,000	**23-AHSC-17971**
AHSC Program Grant Award	$13,011,377	**23-AHSC-17972**

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

I. Applicant Representations – Basis of Conditional Award

In response to the Affordable Housing and Sustainable Communities NOFA, the

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

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

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

II. Terms and Conditions of Conditional Award

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

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

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

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

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

2. **Timely Delivery of Authorization and Organizational Documents:**

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

> **Note:** Local Public Entities, as defined in the Affordable Housing and Sustainable Communities Program Round 7 Program Guidelines, are not required to submit a complete and duly filed or adopted set of organizational documents and amendments. Both the Conditional Award and this Conditional Award Commitment are subject to Health and Safety Code section 50406, subdivision (p), as subsequently amended ("**AB 1010**").

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

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

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III. Delivery of Standard Agreement

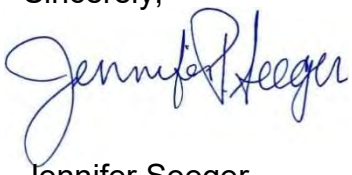
In an effort to be responsive to each Awardee's closing needs and to ensure timely commitment of funds, the Department commits to delivering an execution copy of the Standard Agreement relative to this Conditional Award within ninety (90) calendar days of receiving all required documents, including all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

IV. Deadline to Secure Permanent Financing

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

Congratulations on your successful Application. For further information, please contact Alisha Senter, AHSC Manager, Program Design and Implementation Branch, at (916) 776-7588 or Alisha.Senter@hcd.ca.gov.

Sincerely,



Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form

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Department of Housing and Community Development

Affordable Housing and Sustainable Communities
Acceptance of Terms and Conditions of Conditional Award

Mercy Housing California ("**Awardee**")
Transbay Block 2 Family ("**Project**")

Affordable Housing and Sustainable Communities award totaling $41,011,377 ("**Conditional Award**") as detailed below:

AHSC Program Award Components	Award Amount	Contract Number
Loan Award	$28,000,000	**23-AHSC-17971**
Grant Award	$13,011,377	**23-AHSC-17972**
HRI component	$0	
STI component	$10,334,634	
TRA component	$1,581,119	
PGM component	$1,095,624	

By signing this Acceptance of Terms and Conditions of Conditional Award, the Recipient acknowledges having read and fully understood the terms and conditions of the Conditional Award Commitment, dated September 1, 2023, in connection with the Capital Improvement Project.

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

The Recipient must acknowledge that it has reviewed and verified the accuracy of the final project report prepared by the Department no later than October 1, 2023.

DocuSigned by:
Ramie Dare
AB9FBB9F5C5A46A...

9/5/2023

Ramie Dare, Director of Real Estate Development
Mercy Housing California

Date

DocuSigned by:
Sara F Amaral
B58848E0CAA94G6...

9/5/2023

Sara Amaral, Director of Housing Development
City and County of San Francisco

Date

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

☐ Authorized Representatives Verified

☐ All Parties Signed

Date Received: _____

STATE OF CALIFORNIA - BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY

GAVIN NEWSOM, *Governor*

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE
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P. O. Box 952054
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www.hcd.ca.gov

January 30, 2023

Amended March 15, 2023

MEMORANDUM FOR: ALL POTENTIAL APPLICANTS

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

SUBJECT: **Affordable Housing and Sustainable Communities**

Notice of Funding Availability (Round 7)

The California Strategic Growth Council (SGC) and the California Department of Housing and Community Development (Department or HCD) are pleased to announce the release of this Notice of Funding Availability (NOFA) with **approximately $750 million** in funds for the Affordable Housing and Sustainable Communities (AHSC or Program) program. This funding provides loans and grants to Localities, Developers, public housing authorities, transit agencies, transit operators, Program Operators, Tribal Entities, and others as identified in the Guidelines.

AHSC furthers the purposes of AB 32 (Chapter 488, Statutes of 2006), SB 375 (Chapter 728, Statutes of 2008), and SB 32 (Chapter 249, Statutes of 2016) in that the purpose of AHSC is to reduce greenhouse gas (GHG) emissions through projects implementing land-use, housing, and transportation improvements to support infill and compact development, while supporting related and coordinated public policy objectives. Funding for AHSC is provided from the Greenhouse Gas Reduction Fund (GGRF), an account established to receive Cap-and-Trade auction proceeds.

AHSC is part of California Climate Investments, a statewide program funded through the GGRF that puts billions of Cap-and-Trade dollars to work, reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in Disadvantaged Communities.

Application materials must be submitted electronically via HCD's Affordable Housing and Sustainable Communities Portal (AHSC Portal) no later than 4:00 p.m. Pacific Time on April 4, 2023. The Department will no longer accept hardcopy submittals**.**

AHSC application forms, detailed instructions, webinar details, and related Program information are posted on the Department's AHSC website at https://www.hcd.ca.gov/grants-and-funding/programs-active/affordable-housing-and-sustainable-communities Additional Program information may be found at SGC's AHSC website: https://sgc.ca.gov/programs/ahsc/resources/.

To receive information on workshops and other updates, please subscribe to the Affordable Housing and Sustainable Communities program HCD listserv and for questions contact the HCD AHSC team at AHSC@hcd.ca.gov or the SGC AHSC team at ahsc@sgc.ca.gov.

Attachment

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

Notice of Funding Availability

Round 7

Gavin Newsom, Governor
State of California

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

Lynn von Koch-Liebert, Executive Director
California Strategic Growth Council

Gustavo Velasquez, Director
California Department of Housing and Community Development

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833
Telephone: (916) 263-2771
Website: http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml
Email: ahsc@hcd.ca.gov

January 30, 2023
Amended March 15, 2023

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I. Overview

A. Notice of Funding Availability

The Strategic Growth Council (SGC) and the California Department of Housing and Community Development (Department or HCD) hereby announce the availability of approximately $750 million in funding for the Affordable Housing and Sustainable Communities (AHSC) program. AHSC is administered by SGC and implemented by the Department. The California Air Resources Board (CARB) provides the quantification methodology for determining the greenhouse gas (GHG) emissions reductions for AHSC.

These AHSC funds will be used for loans or grants, or a combination thereof, to projects that will achieve GHG emissions reductions to benefit communities throughout California, particularly through increasing accessibility to affordable housing and Key Destinations via low-carbon transportation, resulting in fewer vehicle miles traveled through shortened or reduced trip length or mode shift from single occupancy vehicle use to transit, bicycling, or walking.

B. Timeline

NOFA Release	**January 30, 2023**
Application Due Date	**April 4, 2023, by 4:00 p.m. PDT**
Award Announcement	**August 2023**

C. Authorizing Legislation and Regulations (Regulatory Authority)

AHSC furthers the purposes of AB 32 (Chapter 488, Statutes of 2006), SB 375 (Chapter 728, Statutes of 2008), and SB 32 (Chapter 249, Statutes of 2016). Applications submitted under this NOFA and available funds are subject to the AHSC Guidelines approved by the SGC on December 15, 2022, and as published on the SGC's AHSC website at https://sgc.ca.gov/programs/ahsc/resources/guidelines.html

The Guidelines include detailed information on eligibility requirements, application selection criteria, established terms, conditions, and procedures for funds awarded under AHSC. Applicants are encouraged to carefully review the Guidelines and information contained in this NOFA before submitting applications.

II. Program Requirements

The following is provided as a summary and is not to be considered a complete representation of the entirety of the eligibility, threshold, or other requirements or terms and conditions of the AHSC program. Please note that capitalized words in this NOFA are either defined herein or in the Program Guidelines. Please refer to the Guidelines for complete information.

A. Eligible Applicants

Applicants must be eligible pursuant to Guidelines Section 105, Eligible Applicants.

B. Eligible Projects

Eligible Projects must fall into one of the following three eligible Project Area Types:

- Transit Oriented Development (TOD) Project Area Type
- Integrated Connectivity Project (ICP) Area Type
- Rural Innovation Project Area (RIPA) Type

For a detailed list of all eligible costs, please refer to Guidelines Section 103, Eligible Costs.

C. Program Funding Amounts and Terms

1. **AHSC funding award maximum**: For projects without other HCD awards, the maximum AHSC loan or grant award, or combination thereof, is $50 million, with a minimum award of $10 million. For these projects, the maximum Affordable Housing Development loan amount is $35 million, and the maximum cumulative per Project grant amount is $15 million.

   Additionally, for Projects that have or will have other HCD funding, the maximum cumulative per-project award of all HCD loan sources for housing development is $35 million.

2. **AHSC funding award maximum:** A single Developer may receive no more than $100 million per NOFA funding cycle. This limitation may be waived by SGC, if necessary, to meet statutory requirements referenced in Guidelines Section 108, Application Process.

3. **Terms of assistance:** Assistance terms and limits are set forth in Guidelines Section 104, Assistance Terms and Limits. Loans for rental Affordable Housing Developments (AHD) are subject to requirements set forth in Guidelines Section 104(b). Grants are subject to the terms and requirements set forth in Guidelines Section 104(c).

D. Transition Reserve

Projects having or proposing project-based rental assistance shall comply with the

Department's Pooled Transition Reserve Policy set forth in HCD's Administrative Notice No. 23-01: https://www.hcd.ca.gov/sites/default/files/docs/grants-and-funding/hcd-administrative-memo-transition-reserve-policy.pdf

E. Funding Goals, Geographic Distribution of Funds, and Set-Asides

The Project Area Type funding goals, geographic goals, Tribal Entity goals, Affordable Housing statutory requirements, funding targets, and AHSC statutory funding set-asides are set forth in Guidelines Section 108(h). Additional policies that may impact the final decision of Project awards are set forth in Guidelines Section 108(i).

F. Funding Limits

Use of multiple HCD funding sources on the same Assisted Units is permitted, subject to the following limitations. (For the purpose of identifying funding limits, Units used in the calculation of AHSC grant amounts will be considered assisted):

1. Notwithstanding any conflicts with the AHSC Guidelines or NOFA, the HCD Repeal of Stacking Prohibition of Multiple Department Funding Sources Memorandum, dated August 20, 2021, is applicable. In the event of a conflict, the NOFA or Guidelines will prevail.

2. Total HCD funding per Project, including funds awarded under this NOFA, shall not exceed the following percentages of the total development cost (TDC):

   - < 40 percent of TDCs for Projects utilizing 9 percent tax credits
   - < 50 percent of TDCs for Projects utilizing 4 percent tax credits
   - < 80 percent of TDCs for Projects not utilizing tax credits

   For purposes of calculating total HCD funding, all AHD and Housing Related Infrastructure (HRI) funding shall be considered. Additionally, prior awards made to the Project or any component of the Project, any funds awarded pursuant to this NOFA, and any applicable future HCD awards subsequent to any award made pursuant to this NOFA shall be considered. Note that total HCD funding, for these purposes, does not include STI, TRA, or PGM grants.

   All Department funding sources listed in the HCD Repeal of Stacking Prohibition of Multiple Department Funding Sources Memorandum https://www.hcd.ca.gov/grants-funding/docs/admin_memo21-06_stacking_prohibition_repeal.pdf dated August 20, 2021, are applicable to the percentages of total development cost listed above. For AHSC, these sources include AHD loans and HRI grants, but not STI, TRA or PGM grants. This HCD-wide Department funding cap applies not only to AHSC Round 7 awards, but to all Department awards.

   At the sole discretion of the SGC's Executive Director, funding levels in excess of the percentages above may be approved as exceptions to the limits if they

uniquely advance state policy priorities. Examples include large development Projects that include transformative community investments and advance climate goals through infill development, high density construction and proximity to transit.

To request an exception, the Applicant must submit justification prior to their application under this NOFA. It is in the Applicant's interest to submit justification as early as possible. After justifications are submitted, a recommendation from staff will be made based upon the strength of evidence and submitted to the SGC Executive Director for consideration. If approved, Applicants must submit documentation of approval with any subsequent Department applications for the applicable Project. A form for outlining the justification of the exception request will be provided by the Department.

G. Cost Limitations and Developer Fee

Developer fee limits specified in UMR Section 8312 shall apply, except that:

1. UMR Section 8312(d) shall not apply.

2. For non-tax credit new construction Projects, the total developer fee shall not exceed the following:

   a. For Projects with 49 or fewer Restricted Units (excluding Units restricted at levels above 60 percent of AMI): the greater of $40,000 per Restricted/manager's Unit or $1,200,000.

   b. For Projects with between 50 and 100 Restricted Units (excluding Units restricted at levels above 60 percent of AMI): $2,200,000; and

   c. For Projects with more than 100 Restricted Units (excluding Units restricted at levels above 60 percent of AMI): $2,200,000 plus $20,000 per Restricted Unit in excess of 100 up to a maximum of $3,500,000. The developer fee in excess of $2,200,000 must be deferred. Payment of deferred developer fee shall be in compliance with UMR Section 8314.

3. For Projects utilizing 4 percent tax credits, developer fee payments shall not exceed the amount that may be included in Project costs pursuant to Title 4 California Code of Regulations (CCR), Section 10327(c)(2)(B); and

4. Projects that include a Tribal Entity that relies on a partner to meet the experience requirements of an eligible Developer shall have their allowable total developer fee increased according to the following:

   a. For non-tax credit Projects, an increase of $300,000 over the limits set forth in (b)(2) (a)-(c) above. Additionally, for Projects with more than 100 Units as defined above in (b)(2)(c), the developer fee paid from sources may increase up to $2,640,000.

b. For Projects utilizing 4 percent tax credits, an increase consistent with Title 4 CCR, Section 10327(c)(2)(E), if eligible pursuant to that section.

H. Threshold

In addition to meeting the requirements of the Guidelines, as described in paragraphs A, B, and C above, Applicants and Projects are also required to meet the Program threshold requirements established in Section 106, Program Threshold Requirements of the Guidelines.

1. For projects secured by leasehold security, leases must meet the requirements of UMR §8316, and both the Borrower and the fee owner of the property must execute the Department's form template lease rider without modification. The lease rider amends the lease and must be recorded on the fee estate.

I. Scoring and Ranking

Applications will be scored according to Guidelines Section 107, Scoring Criteria. AHSC funds will be allocated through a competitive process, based on the merits of the application, as detailed in Section 108, Application Process.

J. Negative Points and Disencumbrance Policies

The Department's Negative Points Policy (Administrative Notice Number 2022-01) and Disencumbrance Policy (Administrative Notice Number 2022-02), dated March 30, 2022 or as amended and in effect prior to the established application due date which are published on the Department's website at https://www.hcd.ca.gov/sites/default/files/2022-03/Disencumberance-Policy-FINAL-03-31-22.pdf are hereby incorporated by this reference to this NOFA. The Department shall apply the Negative Points Policy with equal force as all other provisions set forth herein. The Department shall implement the Negative Points Policy with reasonable and necessary discretion to advance AHSC policy and funding goals.

If the Applicant is subject to a negative points assessment based on the criteria outlined in the Department's Negative Points Policy or is determined to be ineligible for funding, HCD shall notify the Applicant in writing in the initial point score letter.

III. Application Submission and Review Procedures

Applications must meet eligibility requirements upon submission (except as expressly indicated in the Guidelines or Application Workbook). Modification of the application forms by the Applicant is prohibited. It is the Applicant's responsibility to ensure the application is clear, complete, and accurate. After the application deadline, Department staff may request clarifying information, provided such information does not affect the competitive rating of the application. No information, whether written or oral, will be solicited or accepted if this information would result in a competitive advantage to an Applicant or a disadvantage to other Applicants. No Applicant may appeal the evaluation of another

Applicant's application.

A. HCD's AHSC Portal Application Components

Complete applications must include the following components:

1. **AHSC Application Workbook**

   All Applicants must complete and submit the AHSC Application Workbook and supporting documentation.

2. **AHSC Benefits Calculator Tool**

   All Applicants must complete and submit the AHSC Benefits Calculator Tool to meet requirements referenced in Guidelines Section 106, Program Threshold Requirements and Estimated GHG Reduction Scoring in Section 107, Scoring Criteria.

3. **Electronic AHSC Portal Submission**

   Application materials must be submitted electronically via HCD's AHSC Portal no later than 4:00 p.m. Pacific Time on **April 4, 2023**. Requirements for uploading the AHSC Application Workbook, required supporting documentation, and identified naming conventions are described in the application instructions that will be available when the application is posted to the AHSC website.

   Personal deliveries will not be accepted. The Department will no longer accept hardcopy submittals. No facsimiles, incomplete applications, application revisions, or walk-in application packages will be accepted.

B. Application Review

1. **Phase One**

   Application completeness and satisfaction of threshold criteria described in the Guidelines will be confirmed. Please note, the threshold review for financial feasibility criteria in this phase consists of only verification of documentation completeness, not an evaluation of the material facts.
   The complete financial feasibility review will take place in Phase Three. Phase One is a pass/fail stage and Applicants will receive notification of their status upon completion of threshold reviews with a five-day opportunity to appeal the findings of the reviews.

2. **Phase Two**

   Quantitative policy criteria and AHSC Greenhouse Gas Quantification Methodology (GHG QM) will be evaluated for proposals that have met the requirements of Phase One. An initial score letter will be provided to Applicants with a five-day opportunity

to appeal the findings of the reviews. AHSC staff will review appeal responses and revise scores where appropriate. Applications with a final combined quantitative policy criteria and Greenhouse Gas Quantification Methodology point score of fewer than 41 points will not be eligible for award and will not be assigned a narrative score. The final score letter will include notification of application status.

3. **Phase Three**

   An interagency team will review the narrative section of eligible applications. During Phase Three, an in- depth evaluation of the Project's financial feasibility will be performed.

C. Application Workshops

AHSC staff will conduct application webinars and pre-application consultations for the Round 7 application submissions. AHSC webinar details and appointment slots for the pre-application consultations will be posted on the SGC website: https://sgc.ca.gov/programs/ahsc/resources/guidelines.html [sgc.ca.gov] and announced through the SGC AHSC E-Mail list

D. Disclosure of Application

Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Government Code Sections 6250-6276.48). As such, any materials provided are subject to disclosure to any person making a request under this Act. The Department cautions Applicants to use discretion in providing information not specifically requested, including but not limited to, bank account numbers, social security numbers, personal phone numbers, and home addresses. By providing this information to the Department, the Applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

E. Concurrent Applications

The Department will allow Applicants under this NOFA to pursue more than one funding scenario. This means that a separate, concurrent application to other HCD program funding sources is permitted. All applications under review and anticipated applications must be disclosed in the AHSC application workbook. In instances where such Applicants are competitive for an award, the Department will consult with Applicants to discern which funding scenarios are optimal for Project feasibility while balancing cost containment.

Submission of two concurrent AHSC applications proposing 4 percent and 9 percent tax credit is prohibited. Submitting an AHSC application proposing 4 percent tax credits to the Department and submitting a concurrent 9 percent TCAC application is prohibited without prior approval from the Department.

If switching from a 4 percent to 9 percent project after receiving an AHSC award, the

award will be resized and the award letter reissued to reflect the reduced award amount using the unit mix as originally submitted in the application. Please note that the 24-month disencumbrance deadline, however, will continue to be tied to the date of the original award letter. The Sponsor must demonstrate that any resulting gap from the resizing of the loan has been covered through an alternative funding source.

If switching from a 9 percent to a 4 percent project, the award will NOT be resized

Under both circumstances, the Department will only allow a switch between 4 percent and 9 percent one time per project. The Department MUST be notified and, if required, an amended award letter be issued in advance of application submittal to CDLAC or TCAC.

No final determination can be made on whether a specific project may swap from 4 percent to 9 percent, or vice-versa, until updated application materials indicating changes to the project's budget have been submitted, reviewed, and approved by AHSC program staff.

F. Prior Awards

Applicants must disclose all awards of loans and grants for the project at the time of application submittal. Applicants seeking to substitute previously awarded HCD funds, including but not limited to substitutions to increase the amount of an award, must first withdraw their previous award in writing and provide reasonable justification that the substitution is necessary to ensure Project feasibility. A consultation with Department Program staff is required at the time of the withdrawal. Substitutions based solely upon Applicant preference or convenience will not be permitted. However, it is allowable for Applicants that wish to retain their previous award to apply for another funding source available within this NOFA, so long as the previous award is unmodified.

In general, no changes to unit mix or other Project-specific criteria as represented for a previous award will be allowed if it would have negatively impacted competitiveness under that program. However, the Department will allow previously awarded Projects to lower their proposed income targets from one application to the next, so long as the total unit count remains the same. The Department will restrict units to the lowest targeting across all awarded funds and will require Projects awarded from a program with prioritized target populations to maintain the special population units (increasing target population and/or Restricted Units is permitted). For Projects proposing a reduction to Area Median Income (AMI) levels on the unit mix, prior to application the Recipient must engage with Program staff of their existing award and confirm the change does not impact Project feasibility and would not cause a reduction in awarded funds pursuant to an existing award program's requirement.

G. Significant Changes in Project After Application

The Department will review, and score based on information provided in the application. If there is a significant departure from the application, the Department may re-evaluate the Project's score, reduce loan or grant amount, or assign negative points

to the Developer/Recipient.

IV. Appeals

A. Basis of Appeals

1. Upon receipt of the Department's written notice that an application is incomplete, has failed threshold review, or has otherwise been determined to provide an insufficient basis for an award, Applicants under this NOFA may appeal such decision(s) to the Branch Chief or their designee pursuant to this section.

2. No Applicant shall have the right to appeal a decision of the Department relating to another Applicant's application (e.g., eligibility, award). Any request to appeal HCD's decision regarding an application shall be reviewed for compliance with the AHSC Guidelines and this NOFA. All decisions rendered shall be made by the Branch Chief or their designee. The decision shall be final, binding, and conclusive, and shall constitute the final action of the Department.

3. The appeal process provided herein applies solely to the decision of the Department made in this Program NOFA. For greater specificity, Applicants may refer to the appeal procedure set forth in section "V. Appeals" in the Multifamily Finance Super Notice of Funding Availability dated March 30, 2022, Amended June 10, 2022, which is incorporated hereto by this reference, and which the Department shall, to the extent not contrary to this NOFA and feasible, substantially follow.

B. Appeal Process and Deadlines

1. Process: To file an appeal, Applicants must submit to the Branch Chief or their designee, by the deadline set forth below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the Applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an Applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter. Appeals must be submitted to the Department at ahsc@hcd.ca.gov and SGC at ahsc@sgc.ca.gov according to the deadline set forth in Department review letters.

2. Filing deadline: Appeals must be received by the Department no later than five business days from the date of the Department's threshold review, or initial score letters, as applicable, representing the Department's decision made in response to the application.

C. Decision

Any request to appeal the Department's decision regarding an application shall be reviewed for compliance with the AHSC Guidelines and this NOFA. All decisions

rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

V. Award Announcements and Contracts

A. Award Announcements

Award recommendations will be posted with SGC meeting materials on the SGC's AHSC website at http://www.sgc.ca.gov/meetings 10 days prior to the SGC public meeting.

B. Contracts

Successful Applicants (Recipients) will enter into one or more Standard Agreements with the Department. The Standard Agreement contains relevant state and federal requirements, as well as specific information about the award and work to be performed.

A condition of award will be that a Standard Agreement must be executed by the Recipient within 90 days (contracting period) of HCD's issuance of the award letter. Failure to execute the Standard Agreement(s) within the contracting period may result in award cancellation. The Recipient shall remain a party to the Standard Agreement for the entire term of the Standard Agreement; removal of the Recipient without prior HCD consent is prohibited and will result in a default. Once a Project is awarded HCD funds, the Developer/Recipient is acknowledging the Project as submitted and approved is the Project that is to be funded and built. Any bifurcation would make that award null and void, as the awarded Project is no longer feasible as originally submitted and awarded funds are unable to be assumed or assigned.

C. AHSC Cross-Default Provision

Awards are based on the total points awarded to the application during a highly competitive process. The Standard Agreements set forth requirements for timely completion of Affordable Housing Development (AHD), Housing Related Infrastructure (HRI), Sustainable Transportation Infrastructure (STI), Transportation Related Infrastructure (TRA), or Program (PGM) components. If all components are not timely completed pursuant to Program requirements, the entire award may be disencumbered, and disbursed funds recaptured. The Standard Agreements will expressly cross-default all components of the award to one another.

The Department recognizes the Recipient may enter into separate side agreements to address individual Developer responsibilities with respect to each other and with regard to Program funds; provided, however, in no event shall any such agreement alter or amend the respective obligations of the Recipient to the Department under the applicable loan or grant documents.

D. Departmental Cross-Default Provision

In the event the Project is or has been awarded additional Department funding, any and all such funding, including the award of AHSC Program funds, will be cross defaulted to and among one another in the respective loan or, where applicable, grant documents. A default under one source of Departmental funding shall be default under any and all other sources of Department funding in the Project.

VI. Other State Requirements

A. Article XXXIV

All Projects shall comply with Article XXXIV, Section 1 of the California Constitution, as clarified by the Public Housing Election Implementation Law (Health and Safety Code Sections 37000 - 37002). Article XXXIV documentation for loans underwritten by the Department shall be subject to review and approval by the Department prior to the announcement of award recommendations.

Article XXXIV requires local voter approval before any state public body can develop, construct, or acquire a low-rent housing project in any manner. However, the Public Housing Election Implementation Law (Health and Safety Code Sections 37000 – 37002) provides clarification as to when Article XXXIV is applicable. Health and Safety Code Section 37001, for example, identifies project types that are not considered "low-rent housing projects."

Applicants must submit documentation substantiating compliance with or exemption from Article XXXIV. If a project is subject to Article XXXIV, the Department requires an allocation letter from the Locality that demonstrates Article XXXIV authority for the project. A local government official with authority must prepare the allocation letter, and it must include the following:

1. The name and date of the proposition and the number of units that were approved;

2. A copy of the referendum and a certified vote tally;

3. The number of units that remain in the Locality's "bank" of Article XXXIV authority (i.e., the number of units that are still available for allocation); and

4. The number of units that the Locality will commit to this project, including the manager unit.

If a Project is statutorily exempt from Article XXXIV, the Department requires an Article XXXIV opinion letter from the Applicant's legal counsel.

The Article XXXIV opinion letter must demonstrate that the Applicant has considered both the legal requirements of Article XXXIV and the relevant facts of the Project (e.g., all funding provided by public bodies, including state, county, or city sources, 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 facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law.

B. Relocation

The Applicant must comply with Government Code Section 7260 et seq., the California Code of Regulations, Title 25, Section 6000 et seq., and, if applicable, 49 CFR Part 24 of the Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs (URA) (collectively referred to herein as Relocation or Relocation Law).

Failure to comply with applicable relocation requirements will result in rejection of the application and disencumbrance of any awards made to the Project.

C. Pet Friendly Housing Act of 2017

Housing funded through AHSC is subject to the Pet Friendly Housing Act of 2017 (Health and Safety Code Section 50466). Each Recipient is required to submit a signed and dated certification that residents of the AHSC funded housing development will be authorized to own or otherwise maintain one or more common household pets.

VII. Other Terms and Conditions

A. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties through the Department's email list and will post the revisions to HCD's AHSC website. Please subscribe to HCD's email list at Email Signup.

B. Conflicts

It is the duty and responsibility of the Applicant to review any funding source they obtain for a Project to ensure each of the requirements for those funding sources are compatible with the Department program requirements.

In the event of any conflict between the terms of this NOFA and AHSC Guidelines and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, regulations, and guidelines pertaining to the relevant program, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.

[Affirm certification of the final environmental impact report for the Transbay Terminal.]

Motion affirming the Planning Commission certification of the final environmental impact report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project.

WHEREAS, The Transbay Joint Powers Authority is the project sponsor for the reconstruction of the Transbay Terminal, which is located at 425 Mission Street; Caltrain Downtown Extension; and various related actions (the "Transbay Terminal Component"). The project also includes the Transbay Redevelopment Plan, which is jointly sponsored by the City and County of San Francisco and the San Francisco Redevelopment Agency. (The Transbay Terminal Component and the Transbay Redevelopment Plan shall be collectively referred to herein as the "Project".); and

WHEREAS, Upon initiation of the environmental review for the Project, the San Francisco Planning Department (the "Department") determined that an environmental impact report ("EIR") was required, created City Planning File No. 2000.048E, and provided public notice of that determination by publication in a newspaper of general circulation on March 17, 2001. The EIR has three co-lead agencies: the City and County of San Francisco, the San Francisco Redevelopment Agency, and the Peninsula Corridor Joint Powers Board ("JPB"); and

WHEREAS, Because the Transbay Terminal Component will obtain funding from the Federal Transit Administration (the "FTA"), and due to the potential environmental impacts of the Transbay Terminal Component, the FTA determined that a federal environmental impact statement ("EIS") was required. On March 28, 2001, the FTA published in the federal register a notice of intent to prepare an EIS; and

WHEREAS, The three co-lead agencies and the FTA agreed to combine the federal and State environmental review documents into a single joint EIS/EIR; and

WHEREAS, On October 5, 2002, the Department published a draft EIS/EIR and provided notice of the availability of the document for public review and comment. A copy of said document is on file with the Clerk of the Board of Supervisors in File No. 040616 and is incorporated herein by reference; and

WHEREAS, On November 26, 2002, the Planning Commission (the "Commission") held a duly noticed public hearing on the draft EIS/EIR. The Redevelopment Agency, on November 11, 2002, and the JPB staff, on November 13, 2002, each held an additional duly noticed public hearing on the draft EIS/EIR; and

WHEREAS, On December 20, 2002, the 77-day public comment period on the draft EIS/EIR ended; and

WHEREAS, On March 28, 2003, in Resolution No. 03-001, the Transbay Joint Powers Authority, following FTA guidelines and regulations, adopted the locally preferred alternative for inclusion in the Final EIS/EIR. The locally preferred alternative consists of the "West Ramp" Transbay Terminal, "Second Street-to-Main Street" track alignment, "Tunneling", and "Full Build" program for the Transbay Redevelopment Plan. A copy of said document is on file with the Clerk of the Board of Supervisors in File No. 040616 and is incorporated herein by reference; and

WHEREAS, On March 24, 2004, the Department published a "Draft Summary of Comments and Responses" on the draft EIS/EIR (Volume II). On this same date, the Department also published revisions to the draft EIS/EIR (Volume I) that included refinements to the Project analyzed and staff-initiated text changes to take into account concerns that commentors had raised. Both Volumes I and II were distributed to the Commission and other co-lead agencies and to all parties who commented on the draft EIS/EIR. Copies of said

on file with the Clerk of the Board in File No. 040616 and is incorporated herein by reference; and

WHEREAS, By separate letters to the Clerk of the Board of Supervisors dated May 10, 2004, Oliver L. Holmes, on behalf of unidentified individuals and entities that will be impacted by the Transbay Terminal project, and Timothy A. Tosta, on behalf of Myers Natoma Venture and Myers Development Company, filed timely appeals of the Final EIR certification to the Board of Supervisors. On May 12, 2004, Joseph J. Brecher, on behalf of various Stillman Street and Clocktower Loft residents and businesses, also filed a timely appeal of the Final EIR certification; and

WHEREAS, On ~~June 8, 2004~~ June 15, 2004, this Board held a duly notice public hearing to consider the appeal of the Final EIR certification; and

WHEREAS, This Board has reviewed and considered the Final EIS/EIR and heard testimony and received public comment regarding the adequacy of this document; and

WHEREAS, The Final EIS/EIR files and all correspondence and other documents have been made available for review by this Board and the public. These files are available for public review by appointment at the Planning Department offices at 1660 Mission Street and are made part of the record before this Board by reference herein; and

WHEREAS, Since the Planning Commission action on the Final EIR, there is no new information of significance that would require a substantial revision to the Final EIR and necessitate recirculation of said document pursuant to CEQA Guidelines section 15088.5; now, therefore, be it

MOVED, That based on substantial evidence in light of the whole record, this Board of Supervisors finds that: 1) the Final EIR reflects its independent judgment and analysis and is adequate, accurate, and objective; 2) the Final EIR is sufficient as an informational document and its conclusions are correct; and 3) the findings contained in the Planning Commission

certification are correct; and this Board hereby affirms the decision of the Planning Commission in its Motion No. 16773 to certify the Final EIR in compliance with CEQA, the CEQA Guidelines, and Chapter 31.

City and County of San Francisco

Tails

Motion

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 040629 **Date Passed:** June 15, 2004

Motion affirming the Planning Commission certification of the final environmental impact report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project.

June 8, 2004 Board of Supervisors — CONTINUED

Ayes: 10 - Alioto-Pier, Ammiano, Daly, Dufty, Gonzalez, Ma, Maxwell, McGoldrick, Peskin, Sandoval
Excused: 1 - Hall

June 15, 2004 Board of Supervisors — AMENDED

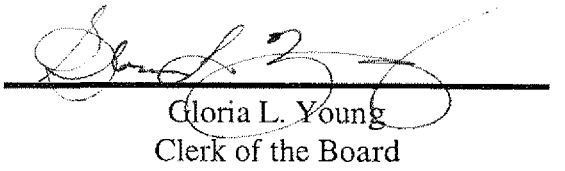
Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Peskin, Sandoval

June 15, 2004 Board of Supervisors — APPROVED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Gonzalez, Hall, Ma, Maxwell, McGoldrick, Peskin, Sandoval

File No. 040629

I hereby certify that the foregoing Motion was APPROVED on June 15, 2004 by the Board of Supervisors of the City and County of San Francisco.



Gloria L. Young
Clerk of the Board

FILE NO. 041079 RESOLUTION NO. 612-04

[Eminent Domain – Resolution of Necessity]

Resolution authorizing acquisition of Lots 45A, 46, 53, and 54 in Assessor's Block 3721 in San Francisco by Eminent Domain for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project; adopting environmental findings under the California Environmental Quality Act, State Guidelines, and Administrative Code Chapter 31; and adopting findings under the General Plan and City Planning Code Section 101.1.

WHEREAS, The Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (the "Project") consists of a new Transbay Terminal at its current site; the extension of Caltrain and accommodation of high speed passenger trains into a new Terminal building; a temporary terminal on the block bounded by Main, Beale, Folsom, and Mission Streets; reconstructed bus ramps from the permanent terminal to the Bay Bridge; an offsite bus storage/layover area under Highway Route 80 on the two blocks bounded by Perry, Stillman, 2nd and 4th Streets; a Caltrain storage yard and station near 4th and Townsend Street; and the Transbay Redevelopment Plan; and

WHEREAS, The actions listed in Attachment A and incorporated by reference (the "Actions") are part of a series of considerations in connection with the approval and implementation of the Project, as more particularly defined in Attachment A (the "Environmental Findings"). A copy of Attachment A is on file with the Clerk of the Board of Supervisors in File No. 041079; and

WHEREAS, On April 22, 2004, the Planning Commission (the "Commission") and the Peninsula Corridor Joint Powers Board (the "JPB"), at a duly noticed joint public hearing, considered the certification of the final environmental impact statement/environmental impact report for the Project (the "Final EIS/EIR") (SCH No. 95063004), which consisted of the draft

EIS/EIR, the Draft Summary of Comments and Responses, revisions to the draft EIS/EIR, and related documents. A copy of the Final EIS/EIR is on file with the Clerk of the Board in File No. 041079 and is incorporated herein by reference; and

WHEREAS, On April 22, 2004, in Motion No. 16773, the Commission found that the contents of the Final EIS/EIR and the procedures through which it was prepared, publicized, and reviewed complied with the provisions of the California Environmental Quality Act (Cal. Public Resources Code sections 21000 et seq. ["CEQA"]), the State CEQA Guidelines (Cal. Code of Regulations Title 14, sections 15000 et seq. ["CEQA Guidelines"]), and Chapter 31 of the San Francisco Administrative Code ("Chapter 31"); and

WHEREAS, By Motion No. 16773, the Commission also found that the Final EIS/FEIR reflected its independent judgment and analysis and was adequate, accurate, and objective, and certified the Final EIR in compliance with CEQA, the CEQA Guidelines, and Chapter 31. Motion No. 16773 is on file with the Clerk of the Board in File No. 040616 and is incorporated by reference; and

WHEREAS, On April 22, 2004, in Resolution No. 2004-11, the JPB also certified the Final EIR and made findings similar to those of the Commission in regard to CEQA and the CEQA Guidelines. Motion No. 16773 is on file with the Clerk of the Board in File No. 040616 and is incorporated by reference; and

WHEREAS, On April 20, 2004, in Resolution No. 45-2004, the San Francisco Redevelopment Agency, at a duly noticed public hearing, also certified the Final EIR and made findings similar to those of the Commission and JPB in regard to CEQA and the CEQA Guidelines. Resolution No. 45-2004 is on file with the Clerk of the Board in File No. 040616 and is incorporated by reference; and

WHEREAS, On April 22, 2004, at a duly noticed public hearing, the Transbay Joint Powers Authority (the "TJPA"), in Resolution No. 04-004, approved the components of the

Project within its jurisdiction. Resolution No. 04-004 is on file with the Clerk of the Board in File No. 041079 and is incorporated by reference; and

WHEREAS, On June 15, 2004, at a duly noticed hearing concerning appeals of the Commission certification of the Final EIR, this Board affirmed the Commission's certification of the Final EIR and rejected the appeals in Motion No. 04-67. Motion No. 04-67 is on file with the Clerk of the Board in File No. 040629 and is incorporated by reference; and

WHEREAS, The Final EIS/EIR files and other Project-related Planning Department files are available for review by this Board of Supervisors and the public. The Planning Department files are available at 1660 Mission Street. Those files are part of the record before this Board of Supervisors and are incorporated by reference; now, therefore, be it

RESOLVED, That this Board of Supervisors finds on the basis of substantial evidence in light of the whole record that: (1) modifications incorporated into the Project and reflected in the Actions will not require important revisions to the Final EIS/EIR due to the involvement of new significant environmental effects or substantial increase in the severity of previously identified significant effects; (2) no substantial changes have occurred with respect to the circumstances under which the Project or the Actions were undertaken which would require major revisions to the Final EIS/EIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the Final EIS/EIR; and (3) no new information of substantial importance to the Project or the Actions has become available since the Commission's certification of the Final EIR that would indicate (a) the Project or the Actions will have significant effects not discussed in the Final EIS/EIR; (b) significant environmental effects will be substantially more severe; (c) mitigation measures or alternatives found not feasible which would reduce one or more significant effects have become feasible; or (d) mitigation measures or alternatives which are considerably different

from those in the Final EIS/EIR would substantially reduce one or more significant effects on the environment; and, be it

FURTHER RESOLVED, That the Board of Supervisors reviewed and considered the Final EIS/EIR and hereby adopts the Environmental Findings in Attachment A, which includes rejection of Project alternatives, adoption of mitigation measures, and approval of a statement of overriding considerations in regard to significant unavoidable impacts. Attachment A also includes Exhibits 1 (Final EIS/EIR Mitigation Measures) and 2 (Transbay Terminal Project Mitigation Monitoring and Reporting Program); and, be it

FURTHER RESOLVED, That the Project fulfills the mandates of various local and State laws including San Francisco's Proposition H-Downtown Caltrain Station (November 1999), Proposition K-San Francisco Transportation Sales Tax (November 2002), California Public Resources Code Section 5027.1 (a), and California Streets and Highways Code Sections 2704.04 (b) and 30914 (c), all of which concern reconstruction of the Transbay Terminal at its current site and the Terminal's accommodation of a Caltrain extension and high speed passenger rail line; and, be it

FURTHER RESOLVED, That the public interest and necessity require the acquisition by eminent domain by the City and County of San Francisco, a municipal corporation, of the following described real property and any and all improvements and fixtures thereon, situated in the City (the "Property")

Assessor's Block No.	Lot Nos.
3721	45A, 46, 53, 54

and, be it

FURTHER RESOLVED, That the TJPA intends to use the Property for the extension of the Caltrain to a new Transbay Terminal and for portions of the new Transbay Terminal; and, be it

FURTHER RESOLVED, That the Director of Planning in his letter dated August , 2004, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 041079, found that the acquisition of the Property is consistent with the City's General Plan and with the Eight Priority Policies of City Planning Code Section 101.1; and, be it

FURTHER RESOLVED, That the Board of Supervisors now adopts as its own and incorporates by reference the Director of Planning's findings of consistency with the City's General Plan and the Eight Priority Policies of City Planning Code Section 101.1; and, be it

FURTHER RESOLVED, That acquisition of the Property by eminent domain is planned or located in the manner that will be most compatible with the greatest public good and the least private injury; and, be it

FURTHER RESOLVED, That acquisition of the Property by eminent domain is necessary for the public use of the City for the Project; and, be it

FURTHER RESOLVED, That the TJPA has made the offer to the owner of record of the Property as required by California Government Code Section 7267.2; and, be it

FURTHER RESOLVED, That, as provided under Sections 37350.5, 37351, 37352, 37352.1, 37353, 40401, 40404, and 65302(b) of the California Government Code, and Sections 1240.010 through 1240.050 of the California Code of Civil Procedure, which authorize the City to acquire the property by eminent domain, the City Attorney is hereby authorized and directed to commence proceedings in eminent domain against the owners of the Property, and any and all interests therein or claims thereto, for the condemnation thereof for the public use by the City for the Project.

RECOMMENDED:

see attached page

Maria Ayerdi, Executive Director, TJPA
Under TJPA Commission Resolution No. _____

Director of Property

APPROVED AS TO FORM:

DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

RECOMMENDED:

Maria Ayerdi, Executive Director, TJPA

Under TJPA Commission Resolution No. 04-010

City and County of San Francisco

Tails

Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 041079 **Date Passed:**

Resolution authorizing acquisition of Lots 45A, 46, 53, and 54 in Assessor's Block 3721 in San Francisco by Eminent Domain for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project; adopting environmental findings under the California Environmental Quality Act, State Guidelines, and Administrative Code Chapter 31; and adopting findings under the General Plan and City Planning Code Section 101.1.

August 17, 2004 Board of Supervisors — CONTINUED

Ayes: 9 - Alioto-Pier, Ammiano, Elsbernd, Gonzalez, Ma, Maxwell, McGoldrick, Peskin, Sandoval
Noes: 2 - Daly, Dufty

September 21, 2004 Board of Supervisors — CONTINUED

Ayes: 8 - Alioto-Pier, Elsbernd, Gonzalez, Ma, Maxwell, McGoldrick, Peskin, Sandoval
Noes: 3 - Ammiano, Daly, Dufty

September 28, 2004 Board of Supervisors — ADOPTED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Gonzalez, Ma, Maxwell, McGoldrick, Peskin, Sandoval

File No. 041079

I hereby certify that the foregoing Resolution was ADOPTED on September 28, 2004 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

October 7, 2004
Date Approved

Mayor Gavin Newsom

FILE NO. 050184 ORDINANCE NO. 124-05

[Adopting the Redevelopment Plan for the Transbay Redevelopment Project.]

Ordinance approving and adopting the Redevelopment Plan for the Transbay Redevelopment Project area; adopting findings pursuant to the California Environmental Quality Act; adopting findings that the Redevelopment Plan ~~and related documents and agreements (including a Tax Increment Allocation and Sales Proceeds Pledge Agreement and an Option Agreement with the Redevelopment Agency of the City and County of San Francisco and the Transbay Joint Powers Authority) are~~ is consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1; adopting other findings pursuant to the California Community Redevelopment Law~~, including findings pursuant to Sections 33445 and 33679~~; authorizing official acts ~~(including the execution of agreements)~~ in furtherance of this ordinance.

Be it ordained by the People of the City and County of San Francisco:

Section 1. FINDINGS. The Board of Supervisors of the City and County of San Francisco hereby finds, determines and declares, based on the record before it, including but not limited to information contained in the Report on the Redevelopment Plan, that:

A. The Redevelopment Agency of the City and County of San Francisco (the "Agency") has prepared a proposed Redevelopment Plan for the Transbay Redevelopment Project (the "Redevelopment Plan").

B. The proposed Redevelopment Plan would establish a redevelopment project area for an approximately 40-acre area generally bounded by Mission Street in the north, Main Street in the east, Folsom Street in the south, and Second Street in the west (the "Project Area"). The Redevelopment Plan is being proposed to: 1) redevelop over 12 acres of

vacant land as high-density, transit-oriented residential projects; 2) construct approximately 3,400 housing units of which approximately 1,200 would be affordable to very low- to moderate-income households; 3) enforce Development Controls and Design Guidelines to ensure new development provides a high-quality, livable community; 4) create streetscape and public open space improvements throughout the new project area; and 5) provide funding toward the construction of a new Transbay Terminal and Caltrain Downtown Extension (the "Transbay Terminal Project").

C. Pursuant to Section 33352 of the California Community Redevelopment Law (Health and Safety Code Sections 33000 et seq., the "Community Redevelopment Law"), the Agency has prepared a Report on the Redevelopment Plan (the "Report on the Redevelopment Plan"). The Report on the Redevelopment Plan has been made available to the public before the date of the hearing on this Ordinance approving the Redevelopment Plan.

D. The Redevelopment Agency has transmitted to this Board of Supervisors certified copies of its (i) Resolution No. 19-2005, adopted following a duly noticed public hearing held on January 25, 2005, attaching its report to the Board of Supervisors and recommending the adoption of the Redevelopment Plan for the Transbay Redevelopment Project Area, and (ii) Resolution No. 95-2005, adopted following a duly noticed public hearing held on June 7, 2005, making certain changes to the Redevelopment Plan proposed by this Board of Supervisors. Copies of the Redevelopment Plan (as originally adopted by Agency Resolution No. 19-2005 and subsequently modified by Agency Resolution 95-2005), the Agency's Resolution Nos. 19-2005 and 95-2005, and of the Agency's Report on the Redevelopment Plan are on file with the Clerk of the Board of Supervisors in File No. 050184, and are incorporated herein by reference as though fully set forth.

E. Pursuant to Sections 33220, 33343, 33344 and 33370 of the California Health and Safety Code, and in order to promote development in accordance with objectives and purposes of the Redevelopment Plan and documents relating to the Redevelopment Plan, the City intends to aid and cooperate with the Agency to undertake and complete proceedings and actions necessary to be carried out by the City under the provisions of the Redevelopment Plan and provide for the expenditure of monies by the community in carrying out the Redevelopment Plan.

F. On December 9, 2004, at a duly noticed public hearing, the Planning Commission, adopted Resolution No. 16906 and Motion No. 16907, which found that the Redevelopment Plan was consistent with the General Plan as proposed for amendment and in conformity with the Priority Policies of Section 101.1 of the Planning Code and recommended the adoption of the Redevelopment Plan to this Board of Supervisors. On June 2, 2005, at a duly noticed public hearing, the Planning Commission adopted Resolution No. 17028, which found the Redevelopment Plan amendments adopted by Agency Resolution No. 95-2005 were consistent with the General Plan as proposed for amendment and in conformity with the priority policies of Planning Code Section 101.1. A copy of the Planning Commission Resolutions and Motion are on file with the Clerk of the Board of Supervisors in File No. 050184 and are incorporated herein by reference as though fully set forth. This Board, for the reasons specified in the aforementioned Resolution and Motion, adopts as its own the findings of the Planning Commission that the Redevelopment Plan is consistent with the General Plan and in conformity with Planning Code Section 101.1.

G. On September 28, 2004, this Board, in Resolution No. 612-04 adopted findings that various actions related to the Transbay Terminal Project were in compliance with the California Environmental Quality Act (California Public Resources Code Sections 21000 et

seq.). Said findings, including all documents related thereto, are on file with the Clerk of the Board of Supervisors in File No. 041079 and are incorporated herein by reference. ~~Said findings remain valid for the actions contemplated in this Ordinance and are made part of this Ordinance by reference herein.~~ Said findings also are supplemented by the environmental findings that the Planning Commission adopted on December 9, 2004, in Motion No. 16905 regarding the Redevelopment Plan. The Planning Commission Motion is on file with the Clerk of the Board in File No. 050184 and is incorporated herein by reference as though fully set forth herein.

H. In accordance with California Public Resources Code section 21168.9(b) and the California Superior Court order in Myers Natoma Venture v. City and County of San Francisco, et al (Case No. CPF 04-504363), the Board is proceeding with the actions contemplated in this Ordinance solely for the purposes of establishing a base year for tax increment financing for the Transbay Redevelopment Plan. A copy of said order is on file with the Clerk of the Board in File No. _____ and is incorporated herein by reference. In furtherance of these actions only, the Board, to the extent compliance with the California Environmental Quality Act is necessary, is relying on the environmental findings and related documents and materials as described above in subsection (G). The Board further determines that said findings remain valid for the actions contemplated in this Ordinance.

I. On _____, 2005, the Board of Supervisors held a duly noticed public hearing on the Redevelopment Plan. The hearing was continued to June 14, 2005, and has been closed. Notice of such hearing was published in accordance with Section 33361 of the California Health and Safety Code, in the San Francisco ~~Independent~~ Chronicle, a newspaper of general circulation, printed, published and distributed in the City and County of San Francisco describing the boundaries of the proposed Project Area and stating the day,

hour and place when and where any interested persons may appear before the Board of Supervisors to object to the Redevelopment Plan. At such hearing and on June 14, 2005, the date to which to the hearing was continued, the Board considered the report and recommendations of the Agency and the Planning Commission, the Final Environmental Impact Report for the Redevelopment Plan, and all evidence and testimony for and against the proposed Redevelopment Plan. The Board hereby adopts written findings to the extent required by the Community Redevelopment Law as set forth in this Ordinance.

~~I~~J. Pursuant to Sections 33205 and 33128 of the Community Redevelopment Law, the Agency may delegate to the City's Planning Department certain administration of the development controls over the Project Area set forth in the Redevelopment Plan. Consistent with this authority, on January 25, 2005, the Agency's Commission, pursuant to Resolution No. 16-2005, approved a Project Delegation Agreement with the City's Planning Department, and on January 27, 2005, the City's Planning Department's Commission, pursuant to Resolution No. 16934, approved the Delegation Agreement.

~~J. Pursuant to a Cooperative Agreement dated _____, 2002 (the "Cooperative Agreement"), amongst the State of California acting by and through its Department of Transportation (the "State"), the City, and the Transbay Joint Powers Authority (the "TJPA"), the State is assisting local and regional authorities in their efforts to construct the Transbay Terminal Project by transferring specified State-Owned Parcels to the City and the TJPA. The Cooperative Agreement requires, among other things, that all gross sales proceeds and a portion of tax increment from the State-Owned Parcels be paid to the TJPA for the construction of the Transbay Terminal Project. In order to facilitate the sale and development of those State-Owned Parcels that are not needed for the Transbay Terminal Project, the City and the TJPA propose to enter into an Option Agreement (the "Option~~

~~Agreement") with the Agency to allow the Agency to acquire such State-Owned Parcels for disposition and development in accordance with the Redevelopment Plan. In order to comply with the requirement that all gross sales proceeds and a portion of tax increments from such State-Owned Parcels are paid to the TJPA for the construction of the Transbay Terminal, the City and the TJPA propose to enter into a Tax Increment Allocation and Sales Proceeds Pledge Agreement (the "Pledge Agreement"). A copy of the Cooperative Agreement, the form of the Option Agreement, and the form of the Pledge Agreement are on file with the Clerk of the Board of Supervisors in File No. _____, and each agreement is incorporated herein by reference as if fully set forth.~~

~~K. On February ___, 2005, the Planning Department issued a letter finding that the real property transactions contemplated in the aforementioned Option Agreement are consistent with the General Plan as proposed for amendment and in conformity with the Priority Policies of Section 101.1 of the Planning Code. A copy of the Planning Department letter is on file with the Clerk of the Board of Supervisors in File No. _____ and is incorporated herein by reference as though fully set forth. This Board, for the reasons specified in the aforementioned letter, adopts as its own the findings of the Planning Department that said transactions are consistent with the General Plan and in conformity with Planning Code Section 101.1.~~

Section 2. PURPOSES AND INTENT. The purposes and intent of the Board of Supervisors with respect to this Ordinance are to adopt the Redevelopment Plan, as amended, in accordance with the Community Redevelopment Law and to achieve the objectives for redevelopment of the Project Area specified in the Redevelopment Plan.

Section 3. By this reference, the Redevelopment Plan, as amended, a copy of which is on file with the Clerk of the Board of Supervisors under File No. 050184, is

incorporated in and made a part of this Ordinance with the same force and effect as though set forth fully herein.

Section 4. FURTHER FINDINGS AND DETERMINATIONS UNDER THE COMMUNITY REDEVELOPMENT LAW. The Board of Supervisors hereby further finds, determines and declares, based on the record before it, including but not limited to information contained in the Report on the Redevelopment Plan, that:

A. The Project Area, which is the subject of the Redevelopment Plan, is a blighted area (as described in the Report on the Plan), the redevelopment of which is necessary to effectuate the public purposes declared in the Community Redevelopment Law.

B. The Redevelopment Plan will redevelop the Project Area as set forth in the Report on the Redevelopment Plan in conformity with the Community Redevelopment Law and is in the interests of the public peace, health, safety, and welfare.

C. The adoption and carrying out of the Redevelopment Plan is economically sound and feasible as described in the Report on the Redevelopment Plan.

D. For the reasons set forth in Section 1F of this Ordinance, the Redevelopment Plan, once effective, will be consistent with the General Plan of the City and County of San Francisco, as amended, including, but not limited to, the housing element of the General Plan, which substantially complies with the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the California Government Code and other applicable requirements of law, and is consistent with the eight Priority Policies in City Planning Code Section 101.1.

E. The carrying out of the Redevelopment Plan will promote the public peace, health, safety and welfare of the community and effectuate the purposes and policies of the

Community Redevelopment Law as generally described in the Report on the Redevelopment Plan.

F. The condemnation of real property, to the extent provided for in the Redevelopment Plan may be necessary for the execution of the Redevelopment Plan. Some residential property may be the subject of eminent domain actions, but a substantial number of low- or moderate-income persons do not reside in the Project Area. Adequate provisions have been made for payment for property to be so acquired as provided by law.

G. There are no public projects identified in the Redevelopment Plan that will displace a substantial number of low- or moderate-income persons. The Agency has a feasible method or plan for the relocation of families and persons displaced from the Project Area, if the Redevelopment Plan results in the temporary or permanent displacement of any occupants of housing facilities in the Project Area.

H. There are, or shall be provided, in the Project Area or in other areas not generally less desirable in regard to public utilities and public and commercial facilities and at rents or prices within the financial means of the families and persons displaced from the Project Area, decent, safe, and sanitary dwellings equal in number to the number of and available to the displaced families and persons and reasonably accessible to their places of employment.

I. Families and persons shall not be displaced prior to the adoption of a relocation plan pursuant to Sections 33411 and 33411.1 of the California Health and Safety Code. Dwelling units housing persons and families of low or moderate income shall not be removed or destroyed prior to the adoption of a replacement housing plan pursuant to Sections 33334.5, 33413, and 33413.5 of the California Health and Safety Code.

J. There are no non-contiguous areas in the Project Area.

k. The Project Area includes lands, buildings and improvements which are not individually detrimental to the public health, safety or welfare but which are necessary for the effective redevelopment of the Project Area. All areas included in the Project Area are necessary for effective redevelopment of the Project Area, and no areas in the Project Area are included solely for the purpose of obtaining an allocation of tax increment revenues from the Project Area pursuant Section 33670 of the California Health and Safety Code without other substantial justification for its inclusion.

L. The elimination of blight and the redevelopment of the Project Area could not reasonably be expected to be accomplished by private enterprise acting alone without the aid and assistance of the Agency.

M. The Project Area is predominantly urbanized, as defined by California Health and Safety Code Section 33320.1(b).

N. The time limitation and the limitation on the number of dollars to be allocated to the Agency that are contained in the Redevelopment Plan are reasonably related to the proposed projects to be implemented in the Project Area and to the ability of the Agency to eliminate blight within the Project Area.

O. This Board of Supervisors is satisfied that permanent housing facilities will be available within three (3) years from the time occupants of the Project Area are displaced and that, pending the development of the facilities, there will be available to the displaced occupants adequate temporary housing facilities at rents comparable to those in the community at the time of their displacement.

~~P. Pursuant to Sections 33445 and 33679 of the California Health and Safety Code, and as further detailed in the Report on the Redevelopment Plan: (1) the estimated Agency obligation for the tax increment revenue dedicated to the Transbay Terminal Project is~~

~~$178.2 million (in constant FY 2004/05 dollars); (2) the Transbay Terminal Project is of benefit to the Project Area; (3) no other reasonable means of financing the construction of the Transbay Terminal Project is available; and (4) the use of Agency funds to construct the Transbay Terminal Project will assist in the elimination of blighting conditions in the Project Area, specifically, the elimination of a dilapidated terminal building which will be replaced by the Transbay Terminal Project. The Transbay Terminal Project will help to revitalize the Project Area and stimulate private investment. The Transbay Terminal Project is a public benefit and a central part of the Redevelopment Plan.~~

Section 5. Pursuant to Section 33365 of the California Health and Safety Code, the Board of Supervisors hereby approves and adopts the Redevelopment Plan, as amended, as the official Redevelopment Plan for the Project Area.

Section 6. The Clerk of the Board of Supervisors shall without delay (1) transmit a copy of this Ordinance to the Agency pursuant to California Health and Safety Code Section 33372, ~~whereupon the Agency shall be vested with the responsibility for carrying out the Redevelopment Plan,~~ (2) record or ensure that the Agency records a description of the Project Area and a certified copy of this Ordinance pursuant to California Health and Safety Sections 33373, and (3) transmit, by certified mail, return receipt requested, a copy of this Ordinance, together with a copy of the Redevelopment Plan, which contains a legal description of the Project Area and a map indicating the boundaries of the Project Area, to the Controller, the Tax Assessor, the State Board of Equalization and the governing body of all taxing agencies in the Project Area pursuant to California Health and Safety Code Sections 33375 and 33670.

Section 7. In accordance with Sections 33220, 33343, 33344 and 33370 of the Community Redevelopment Law, the Board of Supervisors declares its intent to undertake

and complete actions and proceedings necessary to be carried out by the City under the Redevelopment Plan and related Plan Documents (as defined in the Redevelopment Plan) ~~and authorizes and urges the Mayor and other applicable officers, commissions and employees of the City to take any and all steps as they or any of them deem necessary or appropriate, in consultation with the City Attorney, to cooperate with the Agency in the implementation of the Redevelopment Plan and to effectuate the purposes and intent of this Ordinance, such determination to be conclusively evidenced by the execution and delivery by such person or persons of any such documents. Such steps shall include, but not be limited to (i) the execution and delivery of any and all agreements, notices, consents and other instruments or documents (including, without limitation, execution by the Mayor, or the Mayor's designee, of any agreements to extend any applicable statutes of limitation) and (ii) the institution and completion of proceedings for the closing, vacating, opening, acceptance of dedication and other necessary modifications of public streets, sidewalks, street layout and other rights-of-way in the Project Area~~.

Section 8. ~~The Board of Supervisors hereby approves and the Mayor and the Controller are hereby authorized and urged to execute the Pledge Agreement.~~

~~Section 9. The Board of Supervisors hereby approves and the Director of Property is hereby authorized and urged to execute the Option Agreement.~~

~~Section 10. The Board of Supervisors authorizes and urges the Mayor, the Controller, the Director of Property, and any other officers, agents and employees of the City to take any and all steps (including, but not limited to, the execution and delivery of any and all agreements, notices, consents and other instruments or documents, including, without limitation, any agreements to extend any applicable statues of limitation) as they or any of them deem necessary or appropriate, in consultation with the City Attorney, in order to~~

~~consummate the Pledge Agreement and/or the Option Agreement in accordance with this Ordinance, or to otherwise effectuate the purpose and intent of this Ordinance, such determination to be conclusively evidenced by the execution and delivery by such person or persons of any such documents.~~

~~Section 11.~~ The approval under this Ordinance shall take effect upon the effective date of the amendments to the General Plan approved under Board of Supervisors Ordinance No. _____, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 050181 and is incorporated herein by reference as if fully set forth.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____ for
DONNELL W. CHOY
Deputy City Attorney

City and County of San Francisco

Tails

Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 050184 **Date Passed:**

Ordinance approving and adopting the Redevelopment Plan for the Transbay Redevelopment Project area; adopting findings pursuant to the California Environmental Quality Act; adopting findings that the Redevelopment Plan is consistent with the City's General Plan and Eight Priority Policies of City Planning Code Section 101.1; adopting other findings pursuant to the California Community Redevelopment Law; authorizing official acts in furtherance of this ordinance.

March 29, 2005 Board of Supervisors — CONTINUED

Ayes: 9 - Alioto-Pier, Ammiano, Dufty, Elsbernd, Ma, Maxwell, McGoldrick, Mirkarimi, Peskin
Excused: 2 - Daly, Sandoval

April 5, 2005 Board of Supervisors — CONTINUED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

May 10, 2005 Board of Supervisors — CONTINUED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

June 14, 2005 Board of Supervisors — AMENDED, AN AMENDMENT OF THE WHOLE BEARING NEW TITLE

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

June 14, 2005 Board of Supervisors — PASSED ON FIRST READING AS AMENDED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

June 21, 2005 Board of Supervisors — FINALLY PASSED

Ayes: 7 - Alioto-Pier, Ammiano, Dufty, Elsbernd, Mirkarimi, Peskin, Sandoval
Absent: 3 - Daly, Ma, McGoldrick
Excused: 1 - Maxwell

File No. 050184

I hereby certify that the foregoing Ordinance was FINALLY PASSED on June 21, 2005 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

JUN 23 2005

Date Approved

Mayor Gavin Newsom

FILE NO. 060347 ORDINANCE NO. 99-06

[Transbay Redevelopment Project - Tax Increment Allocation and Sales Proceeds Pledge Agreement and an Option Agreement.]

Ordinance approving a Tax Increment Allocation and Sales Proceeds Pledge Agreement and an Option Agreement for the Transbay Redevelopment Project Area between the City and County of San Francisco, the Transbay Joint Powers Authority and the Redevelopment Agency of the City and County of San Francisco; making environmental findings and findings of consistency with the City's General Plan and the Eight Priority Policies of City Planning Code Section 101.1; authorizing other steps to implement the Transbay Redevelopment Plan; and adopting other findings pursuant to the California Community Redevelopment Law, including findings pursuant to Sections 33445 and 33679.

Note: Additions are *single-underline italics Times New Roman*; deletions are ~~*strikethrough italics Times New Roman*~~. Board amendment additions are double underlined. Board amendment deletions are ~~strikethrough normal~~.

Be it ordained by the People of the City and County of San Francisco:

Section 1. Findings.

(a) On June 21, 2005, this Board, in Ordinance No. 124-05 (the "Plan Ordinance"), adopted the Redevelopment Plan for the Transbay Redevelopment Project Area (the "Redevelopment Plan") solely for the purpose of establishing a base year for tax increment financing, but did not otherwise authorize the implementation of the Redevelopment Plan in accordance with the California Superior Court's order in Myers Natoma Venture, LLC v. City and County of San Francisco, et al (No. CPF 04-504-363, May 26, 2005), which had stayed implementation of the Redevelopment Plan. Said Ordinance is on file with the Clerk of the Board of Supervisors in File No. 050184 and incorporated herein by reference.

(b) On November 10, 2005, the California Court of Appeal, in City and County of San Francisco, et al v. The Superior Court of San Francisco County, No. A110296, reversed and vacated the above-referenced Superior Court's judgment.

(c) This Board may now take additional actions to allow implementation of the Redevelopment Plan adopted by the Plan Ordinance.

(d) The Redevelopment Plan establishes a redevelopment project area for an approximately 40-acre area generally bounded by Mission Street in the north, Main Street in the east, Folsom Street in the south, and Second Street in the west.

(e) The Redevelopment Plan's objectives are to: (1) redevelop over 12 acres of vacant land as high-density, transit-oriented residential projects; (2) construct approximately 3,400 housing units of which approximately 1,200 would be affordable to very low- to moderate-income households; (3) implement Development Controls and Design Guidelines to ensure that new development provides a high-quality, livable community; (4) create streetscape and public open space improvements throughout the new project area; and (5) promote the construction of a new Transbay Transit Center and Caltrain Downtown Extension and access ramps (collectively, the "Project") as a multi-modal transit facility.

(f) In connection with the Board's adoption of the Redevelopment Plan and pursuant to Section 33352 of the California Health and Safety Code (part of the Community Redevelopment Law), the Agency prepared and submitted to the Clerk of the Board (i) a Report on the Redevelopment Plan (the "Report on the Redevelopment Plan") and (ii) a Summary of Public Benefit Findings Pursuant to California Health and Safety Code Sections 33445 and 33679 (the "Summary"). The Report on the Redevelopment Plan and the Summary have been made available to the public before the date of the hearing on this Ordinance and are on file with the Clerk of the Board of Supervisors in File No. 050184 and are incorporated herein by reference.

(g) The City intends to aid and cooperate with the Redevelopment Agency of the City and County of San Francisco (the "Agency") to undertake and complete proceedings and actions necessary to be carried out by the City under the provisions of the Redevelopment Plan pursuant to California Health and Safety Code Sections 33220, 33343, 33344 and 33370, part of the California Community Redevelopment Law.

(h) On July 8, 2003, this Board adopted Resolution No. 441-03, a copy of which is on file with the Clerk of the Board of Supervisors in File No. 030997 and is incorporated herein by reference, and authorized the Mayor and officers of the City to execute a Cooperative Agreement dated July 11, 2003 (the "Cooperative Agreement"), amongst the State of California acting by and through its Department of Transportation (the "State"), the City, and the Transbay Joint Powers Authority (the "TJPA").

(i) The Cooperative Agreement assists the local and regional authorities that are members of the TJPA in their efforts to construct the Project by transferring specified parcels owned by the State (the "State-Owned Parcels") to the City and the TJPA and also requires, among other things, that all gross sales proceeds and a portion of tax increment revenues from the State-Owned Parcels (the "Net Tax Increment" as defined in the Cooperative Agreement) are to be paid to the TJPA for the construction of the Project.

(j) To implement the covenants in the City's Cooperative Agreement to provide all Gross Sales Proceeds (as defined in the Cooperative Agreement) and Net Tax Increment associated with the sale and development of the State-Owned Parcels to the TJPA for the construction costs of the Project, the City, the Agency, and the TJPA propose to enter into a Tax Increment Allocation and Sales Proceeds Pledge Agreement that pledges the payment of Net Tax Increment and Gross Sales Proceeds from the sale of the State-Owned Parcels (the "Pledge Agreement"). The Pledge Agreement is on file with the Clerk of the Board of Supervisors in File No. 050184 and is incorporated herein by reference.

(k) In accordance with California Health and Safety Code Section 33679: (1) a notice of a public hearing has been published in the San Francisco Examiner, a newspaper of general circulation, during the two successive weeks preceding the public hearing on the proposed Tax Increment and Sales Proceeds Pledge Agreement; and (2) the Summary, which contains information justifying the use of tax increment (including (a) the estimate of tax increment revenues proposed to be used to pay for construction of the Project, (b) the facts supporting the determination required under California Health and Safety Code Section 33445, and (c) the redevelopment purposes for which the tax increment revenues are being used to pay for the construction of Transbay Terminal Project) has been made available for public review at the time of the first publication of the notice of the public hearing. A copy of said notice is on file with the Clerk of the Board of Supervisors in File No. 060347 and is incorporated herein by reference.

(l) To facilitate the sale and development of those State-Owned Parcels that are not needed for the Project, the City and the TJPA propose to enter into an Option Agreement with the Agency (the "Option Agreement") whereby the Agency will acquire such State-Owned Parcels for disposition, subject to final approval by this Board, and development consistent with the Redevelopment Plan. The Option Agreement is on file with the Clerk of the Board of Supervisors in File No. 050184 and is incorporated herein by reference.

(m) On December 9, 2004, the Planning Commission conducted a duly noticed public hearing on conformance of the Transbay Redevelopment Plan and related implementing documents with the General Plan. Following such hearing, the Planning Commission, in Motion No. 16907, found the Redevelopment Plan and related documents consistent with the General Plan. Said Motion is on file with the Clerk of the Board in File No. 050184 and is incorporated herein by reference.

Section 2. General Plan Findings.

The Board of Supervisors adopts, as its own, the findings in Planning Commission Motion No. 16907 that the real estate transactions authorized on the terms and conditions in the Option Agreement are (i) consistent with the General Plan and (ii) in conformity with the Priority Policies of Section 101.1 of the Planning Code.

Section 3. Environmental Findings.

(a) On September 28, 2004, this Board, in Resolution No. 612-04, adopted findings that various actions related to the Project complied with the California Environmental Quality Act (California Public Resources Code sections 21000 et seq.). Said findings and all documents and materials related to said findings are on file with the Clerk of the Board of Supervisors in File No. 041079 and are incorporated herein by reference. Said findings remain valid for the actions contemplated in this Ordinance and are made part of this Ordinance by reference herein. Said findings also are supplemented by the environmental findings that the Planning Commission, in Motion No. 16905, adopted on December 9, 2004. Said Motion is on file with the Clerk of the Board in

File No. 050184 and is incorporated herein by reference.

(b) The Board of Supervisors finds, on the basis of substantial evidence, in light of the whole record, including the California Court of Appeal decision in Case No. A110296 cited above, that (1) no substantial changes to the Transbay Redevelopment Plan and its implementation have occurred that require important revisions to the previously certified Final Environmental Impact Statement/Final Environmental Impact Report (FEIS/FEIR) due to the involvement of new significant environmental effects or a substantial increase in the severity of significant environmental effects discussed in the FEIS/FEIR; (2) no substantial changes have occurred with respect to the circumstances under which the Transbay Redevelopment Plan is to be undertaken which would require major revisions to the previously certified FEIS/FEIR, and (3) no new information of substantial importance has become available since

the certification of the FEIS/FEIR that indicates any of the following: (a) the Transbay Redevelopment Plan will have significant effects not discussed in the FEIS/FEIR, (b) significant environmental effects will be substantially more severe than previously discussed in the FEIS/FEIR, (c) mitigation measures or alternatives previously found not feasible which would reduce one or more significant effects have become feasible, or (d) mitigation measures or alternatives which are considerably different from those in the FEIS/FEIR would substantially reduce one or more significant effects of the Transbay Redevelopment Plan on the environment.

Section 4. Community Redevelopment Law Findings.

The Board of Supervisors finds that pursuant to Sections 33445 and 33679 of the California Health and Safety Code and as further detailed in the Summary, the Report on the Redevelopment Plan, and other matters in the record before it: (1) the Project will help to revitalize the Redevelopment Plan Area and stimulate private investment; (2) the Project is a public benefit, is a central part of the Redevelopment Plan, and will particularly benefit the Redevelopment Plan Area; (3) the estimated Agency obligation for the tax increment revenue that is pledged by the proposed Tax Increment Allocation and Sales Proceeds Pledge Agreement to the Project is $231 million (in constant FY 2005/06 dollars); (4) no other reasonable means of financing the Project is available; and (5) the use of Agency funds to construct the Project will assist in the elimination of blight in the Redevelopment Plan Area, specifically, a dilapidated terminal building, which will be replaced by the Project.

Section 5. Additional Actions and Approvals.

(a) In accordance with Sections 33220, 33343, 33344, 33370, and 33374 of the Community Redevelopment Law, the Board of Supervisors reaffirms its intent, as originally expressed in the Redevelopment Plan Ordinance, to undertake and complete actions and proceedings necessary to be carried out by the City under the Redevelopment Plan and

related Plan Documents (as defined in the Redevelopment Plan), including but not limited to ensuring that the Department of Building Inspection advises all applicants for building permits in the Project Area, for a period of two years after adoption of the Redevelopment Plan, that the site for which a building permit is sought is within a redevelopment project area.

(b) The Board hereby adopts and approves the Tax Increment and Sales Proceeds Pledge Agreement and authorizes the Mayor and the Controller to execute said Agreement.

(c) The Board hereby adopts and approves the Option Agreement and authorizes the Director of Property to execute said Option Agreement.

(d) The Board of Supervisors also authorizes and urges the Mayor and other applicable officers, commissions, and employees of the City to take any and all steps as they or any of them deem necessary or appropriate, in consultation with the City Attorney, in order to cooperate with the Agency in the implementation of the Redevelopment Plan and to effectuate the purposes and intent of the Redevelopment Plan and this Ordinance, including, but not limited to (i) the execution and delivery of any and all agreements, notices, consents and other instruments or documents (including execution by the Mayor, or the Mayor's designee, of any agreements to extend any applicable statutes of limitation) and (ii) the institution and completion of proceedings for the closing, vacating, opening, acceptance of dedication and other necessary modifications of public streets, sidewalks, street layout and other rights-of-way in the Transbay Redevelopment Project Area.

(e) The Board directs the Clerk to transmit a copy of this Ordinance to the Agency, which is vested with the responsibility for carrying out the Redevelopment Plan.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
DONNELL W. CHOY
Deputy City Attorney

City and County of San Francisco

Tails

Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 060347 **Date Passed:**

Ordinance approving a Tax Increment Allocation and Sales Proceeds Pledge Agreement and an Option Agreement for the Transbay Redevelopment Project Area between the City and County of San Francisco, the Transbay Joint Powers Authority and the Redevelopment Agency of the City and County of San Francisco; making environmental findings and findings of consistency with the City's General Plan and the Eight Priority Policies of City Planning Code Section 101.1; authorizing other steps to implement the Transbay Redevelopment Plan; and adopting other findings pursuant to the California Community Redevelopment Law, including findings pursuant to Sections 33445 and 33679.

May 2, 2006 Board of Supervisors — PASSED ON FIRST READING

Ayes: 10 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, McGoldrick, Mirkarimi, Peskin, Sandoval
Excused: 1 - Maxwell

May 9, 2006 Board of Supervisors — FINALLY PASSED

Ayes: 11 - Alioto-Pier, Ammiano, Daly, Dufty, Elsbernd, Ma, Maxwell, McGoldrick, Mirkarimi, Peskin, Sandoval

File No. 060347

I hereby certify that the foregoing Ordinance was FINALLY PASSED on May 9, 2006 by the Board of Supervisors of the City and County of San Francisco.

Gloria L. Young
Clerk of the Board

5/19/06
Date Approved

Mayor Gavin Newsom

SUBSTITUTED
6/2/2015

FILE NO.150435 ORDINANCE NO. **84-15**

[Redevelopment Plan Amendment - Transbay Redevelopment Project Area]

Ordinance approving a minor amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area to provide bulk limits for general office buildings in Zone One; and making findings under the California Environmental Quality Act, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. **Findings**. The Board of Supervisors of the City and County of San Francisco (the "Board of Supervisors" or "Board") makes the following findings, determinations, and declarations, based on the record before it, including but not limited to, information contained in the Report to the Board of Supervisors on the Minor Amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area ("Report to the Board"), dated March 31, 2015, and on file with the Clerk of the Board in File No. 150435.

(a) The San Francisco Redevelopment Agency approved the Redevelopment Plan for the Transbay Redevelopment Project Area (the "Redevelopment Plan") by Resolutions No. 19-2005 (January 25, 2005) and No. 95-2005 (June 7, 2005). Copies of these resolutions are on file with the Clerk of the Board in File No. 050184.

(b) The Board of Supervisors approved the Redevelopment Plan by Ordinances No. 124-05 (June 21, 2005) and No. 99-06 (May 9, 2006). Copies of these ordinances are on file with the Clerk of the Board in File Nos. 050184 and 060347 respectively.

(c) On February 1, 2012, the former San Francisco Redevelopment Agency ("Former Agency") was dissolved pursuant to the provisions of California State Assembly Bill No. 1X 26 (Chapter 5, California Statutes of 2011-12, First Extraordinary Session) ("AB 26") that were upheld by the California Supreme Court in *California Redevelopment Association v. Matosantos*, 53 Cal.4th 231 (2011). On June 27, 2012, AB 26 was amended in part by California State Assembly Bill No. 1484 (Chapter 26, California Statutes of 2011-12) ("AB 1484"). Together, AB 26 and AB 1484 are primarily codified in Sections 34161 et seq. of the California Health and Safety Code, as amended from time to time, and are referred to as the "Redevelopment Dissolution Law".

(d) Pursuant to the Redevelopment Dissolution Law, all of the Former Agency's assets, other than housing assets, and obligations were transferred to the Office of Community Investment and Infrastructure, as the Successor Agency to the Former Agency ("OCII" or "Successor Agency"). Some of the Former Agency's housing assets were transferred to the City, acting by and through the Mayor's Office of Housing and Community Development.

(e) Subsequent to the adoption of AB 1484, on October 2, 2012, the Board of Supervisors, acting as the legislative body of the Successor Agency, adopted Ordinance No. 215-12, which, among other matters, delegated to the Successor Agency Commission, commonly known as the Commission on Community Investment and Infrastructure, the authority to (1) act in the place of the Redevelopment Commission to, among other matters, implement, modify, enforce, and complete the Former Agency's enforceable obligations; (2) approve all contracts and actions related to the assets transferred to or retained by the

Successor Agency, including, without limitation, the authority to exercise land use, development, and design approval, consistent with the applicable enforceable obligations; and (3) take any action that the Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and any other action that the Successor Agency Commission deems appropriate, consistent with the Redevelopment Dissolution Law, to comply with such obligations. A copy of this ordinance is on file with the Clerk of the Board in File No. 120892.

(f) The Board of Supervisors' delegation to the Successor Agency Commission includes authority to exercise land use, development, and design approvals for the Transbay Redevelopment Project Area ("Project Area") and to approve amendments to the Redevelopment Plan as allowed under California Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) ("CRL" or "Redevelopment Law") and subject to adoption of such plan amendments by the Board of Supervisors.

(g) For minor plan amendments, Sections 33450-33458 of the CRL sets forth a simplified amendment process. This process includes a publicly noticed hearing of the Successor Agency Commission; environmental review to the extent required; adoption of the minor amendment by the Successor Agency Commission after the public hearing; preparation of a report to the legislative body; referral of the amendment to the Planning Commission, if warranted; a publicly noticed hearing of the legislative body; and a legislative body consideration after its hearing. CRL Sections 33352 and 33457.1 further require the preparation of a report to the legislative body regarding the plan amendment in order to provide relevant background information in support of the need purpose and impacts of the plan amendment.

(h) The Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas. Zone One is generally bounded by Harrison or Folsom Street on the south; Clementina, Tehama, or Natoma Street on the north; Main or

Spear Street on the east; and Second or Ecker Street on the west. In Zone 1 the Redevelopment Plan defines the land uses. Zone One is intended to be developed with predominantly residential uses; however, the Redevelopment Plan authorizes general office uses on specific sites within this Zone. Zone Two is generally bounded by Harrison, Clementina, Tehama, or Natoma Street on the south; Minna or Mission Street on the north; Main Street on the east; and Second Street on the west. In Zone 2 the San Francisco Planning Code applies.

(i) The Redevelopment Plan and ancillary land use controls, including the Development Controls and Design Guidelines for the Transbay Redevelopment Project ("Development Controls"), already authorize the development of general office uses on specific sites in Zone One. Specifically, Section 3.3.1 of the Redevelopment Plan expressly authorizes the development of general office uses within Zone One in areas (1) north of Howard Street, and (2) north of Folsom Street and west of Ecker Street, which together comprise a small area of Zone One, limited to portions of two City blocks, i.e. Blocks 5 and 10.

(j) A modification to general office development controls under the Redevelopment Plan would not have an actual effect on Block 10. The Transbay Redevelopment Project Area Streetscape and Open Space Concept Plan specifies that the western portion of Block 10 (Assessor's Block 3736, Lot 018) must be developed as open space. The eastern portion of Block 10 (Assessor's Block 3736, Lot 156) is already developed with an office use with a height limit of 85 feet under the Redevelopment Plan.

(k) The Development Controls implement the Redevelopment Plan's authorization for the development of general office uses within Zone One and provide additional guidance for the office development of Block 5, which is generally bounded by Howard Street on the south, Natoma Street on the north, Main Street on the east, and Beale Street on the west. The Development Controls anticipate that in the event a commercial land use alternative is applied

to Block 5, ". . . the development density shall be that of the downtown commercial C-3-O district in the Planning Code." However, the Redevelopment Plan contains language imposing inappropriate bulk limits on commercial development in Block 5.

(l) As set forth more fully in subsection (o) below, the Successor Agency Commission recommends approval of a proposed minor amendment to the Redevelopment Plan (the "Plan Amendment" or "Minor Plan Amendment"), which would provide that the maximum floor plate sizes for general office buildings in Zone One shall be consistent with the bulk limits permitted by Sections 270 (Bulk Limits: Measurement) and 272 (Bulk Limits: Special Exceptions in C-3 Districts) of the Planning Code, as amended from time to time, for development within the C-3-O ("Downtown Office") District. Thus, the Minor Amendment makes no substantial change in the authorized land uses under the Redevelopment Plan.

(m) In accordance with Sections 33352 and 33457.1 of the CRL, the Successor Agency has prepared a Report to the Board and made it available to the public on or before the date of the notice of the public hearing, held in accordance with Section 33452, on this ordinance approving the Minor Plan Amendment; said hearing is referenced in subsection (o) below.

(n) **General Plan and Planning Code Section 101.1 Findings**. The Successor Agency transmitted the Plan Amendment to the Planning Department for the Planning Department's recommendation concerning the conformity of the Plan Amendment with the General Plan. In a letter dated May 28, 2015, the Planning Department found that the Plan Amendment is, on balance, consistent with the General Plan and in conformity with the priority policies in Planning Code Section 101.1. A copy of this letter is on file with the Clerk of the Board in File No. 150435 and incorporated herein by reference. This Board adopts as its own the findings of the Planning Department that the Plan Amendment is, on balance, consistent with the General Plan and in conformity with Planning Code Section 101.1.

(o) **Successor Agency Commission Action**. On April 7, 2015, after holding a duly noticed public hearing in accordance with CRL Section 33452, the Successor Agency Commission, in Resolution Nos. 18-2015 and 19-2015, approved the Report to the Board and made certain findings. It determined, consistent with its authority under Redevelopment Dissolution Law, that a minor amendment to the Redevelopment Plan providing that the maximum floor plate sizes for general office buildings in Zone One be consistent with the bulk limits permitted by Sections 270 (Bulk Limits: Measurement) and 272 (Bulk Limits: Special Exceptions in C-3 Districts) of the Planning Code, as amended from time to time, for development within the C-3-O District ("Downtown Office") is necessary and desirable for implementation of the Redevelopment Plan. The Successor Agency also adopted the Minor Plan Amendment. The Successor Agency has transmitted to the Board of Supervisors certified copies of these Resolutions and attached its Report to Board. Copies of these documents are on file with the Clerk of the Board in File No. 150435 and are incorporated herein by reference.

(p) The Board of Supervisors held a public hearing on June 9, 2015, on the adoption of the Minor Plan Amendment. The hearing has been closed. Notice of such hearing was published in a newspaper of general circulation in the City once per week for three successive weeks prior to the date of such hearing in accordance with Redevelopment Law Section 33452. At such hearing the Board considered the report and recommendations of the Successor Agency Commission, the Planning Department's letter, the Final Environmental Impact Statement/Environmental Impact Report for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project ("FEIS/EIR"), and all evidence and testimony regarding the Plan Amendment. The Board hereby adopts findings to the extent required by the CRL as set forth in this Section 1.

(q) **California Environmental Quality Act Findings**.

(1) The Board of Supervisors, in Motion No. 04-67, affirmed the certification under the California Environmental Quality Act ("CEQA") of the FEIS/EIR. Subsequently, the Board, in Resolution No. 612-04, adopted CEQA findings that various actions related to the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project complied with CEQA. As part of this action, the Board imposed mitigation measures, rejected alternatives, adopted a statement of overriding benefits, and approved a mitigation monitoring and reporting program. Also, the Board, in Ordinance Nos. 124-05 and 99-06, adopted additional CEQA findings. The FEIS/EIR expressly contemplated development of commercial office and hotel uses within the Project Area, including up to 848,435 square feet of mixed-use office and retail development on Block 5 of Zone One. The Board motion, resolution, and ordinances are on file with the Clerk of the Board in File Nos. 040629, 041079, 050184, and 060347 respectively and are incorporated herein by reference.

(2) The Successor Agency has reviewed the FEIS/EIR and the Minor Plan Amendment and determined that development resulting from the Minor Plan Amendment requires no additional environmental review pursuant to State CEQA Guidelines Sections 15180, 15168, 15162, and 15163. All environmental effects of the Minor Plan Amendment have been considered and analyzed in the prior FEIS/EIR and subsequent FEIS/EIR Addenda Nos. 1-6. These documents and supporting administrative record data are on file with the Successor Agency in its offices at 1 So. Van Ness Avenue, San Francisco, 94102, and are incorporated herein by reference.

(3) The CEQA findings and statement of overriding considerations adopted in accordance with CEQA by this Board as set forth above remain adequate, accurate, and objective.

(4) The Board has reviewed and considered the CEQA findings that it previously adopted. It also reviewed and considered the CEQA findings contained in

Successor Agency Resolution Nos. 18-2015 and 19-2015, and hereby adopts those additional CEQA findings as its own. The Board additionally finds that : (A) implementation of the Plan Amendment does not require revisions to the FEIS/EIR due to involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; (B) no substantial changes have occurred with respect to the circumstances under which the project analyzed in the FEIS/EIR will be undertaken that would require major revisions to the FEIS/EIR due to the involvement of new significant environmental effects, or a substantial increase in the severity of effects identified in the FEIS/EIR; and (C) no new information of substantial importance to the project analyzed in the FEIS/EIR has become available that would indicate that (i) the Plan Amendment will have significant effects not discussed in the FEIS/EIR; (ii) significant environmental effects will be substantially more severe; (iii) mitigation measures or alternatives found not feasible that would reduce one or more significant effects have become feasible; or (iv) mitigation measures or alternatives that are considerably different from those in the FEIS/EIR will substantially reduce one or more significant effects on the environment. Copies of the abovementioned resolutions are on file with the Clerk of the Board in File No. 150435.

Section 2. **Purpose and Intent**. The purpose and intent of the Board of Supervisors with respect to the Plan Amendment is to make general office development within Zone One subject to bulk limits permitted by Sections 270 (Bulk Limits: Measurement) and 272 (Bulk Limits: Special Exceptions in C-3 Districts) of the Planning Code, as amended from time to time, for development within the C-3-O ("Downtown Office") Zoning District.

Section 3. **Plan Incorporation by Reference**. The Redevelopment Plan as amended by this ordinance is incorporated in and made a part of this ordinance by this reference with the same force and effect as though set forth fully in this ordinance.

Section 4. **Redevelopment Plan Amendment**.

(a) Section 3.5.2 of the Redevelopment Plan is hereby amended to read as follows:

The Zone One Plan Map and the table and text below illustrate the heights and floor plate sizes permitted for *residential* buildings in Zone One.

Maximum Floor Plates for Residential Buildings

Building Height (feet)	Maximum Floor Plate Size (square feet)
85-250	7,500
251-300	10,000
301-350	10,500
351-400	11,000
401-450	11,500
451-500	12,000
501-550	13,000

For *residential* towers above 500 feet in total height, the average floor plate size of the portion of the tower above 350 feet must not exceed 12,000 square feet. Below 85 feet, no bulk controls will apply.

The bulk controls *for residential buildings* prescribed in this section have been carefully considered in relation to the objectives and policies for Zone One of the Project Area. The

maximum average floor plate size above 350 feet for *residential* towers with heights of 501-550 feet has been written to conform to the San Francisco Downtown Area Plan. There may be some exceptional cases in which the maximum average floor plate above 350 feet for *residential* towers with heights of 501-550 feet could be permitted to be exceeded. The ~~*Successor*~~ Agency Commission may approve exceptions to this control provided that the project sponsors demonstrate that all of the design guidelines for *residential* towers in the Development Controls and Design Guidelines are incorporated into the tower design. In no case shall *residential* tower floor plates exceed 13,000 square feet.

For general office buildings in Zone One, the maximum floor plate sizes shall be consistent with the bulk limits permitted by Sections 270 (Bulk Limits: Measurement) and 272 (Bulk Limits: Special Exceptions in C-3 Districts) of the San Francisco Planning Code, as amended from time to time, for the C-3-O District (Downtown Office).

Section 5. **Further Findings and Determinations under Community Redevelopment Law**. The Board of Supervisors hereby makes the following findings, determinations, and declarations, based on the record before it, including but not limited to information contained in the Report to the Board.

(a) The purpose of the Plan Amendment is to facilitate on Block 5 of the Project Area, general office use that is already permitted under the Redevelopment Plan and the Development Controls.

(b) Although significant improvements have occurred in the Project Area since adoption of the Redevelopment Plan, most of Block 5 remains an undeveloped and blighted area currently used for surface parking and storage. The Plan Amendment will alleviate the adverse physical and economic conditions on Block 5 by maximizing developable square feet, creating an efficient and leasable general office building.

(c) The Plan Amendment will redevelop the Project Area as set forth in the Report to the Board in conformity with Redevelopment Law and promote the public peace, health, safety, and welfare.

(d) The adoption and carrying out of the Plan Amendment is economically sound and feasible as described in the Report to the Board. Private enterprise will finance the commercial development on Block 5. The Plan Amendment does not propose any new Successor Agency capital expenditures, involve any new indebtedness or financial obligation of the Successor Agency, or change the Successor Agency's overall method of financing the redevelopment of the Project Area.

(e) For the reasons set forth in subsection (n) of Section 1 above, the Plan Amendment is consistent with the General Plan of the City and County of San Francisco and in conformity with the priority policies in City Planning Code Section 101.1.

(f) The Plan Amendment does not authorize the condemnation of real property.

(g) The Plan Amendment does not displace any occupants of housing in the Project Area and thus no residential relocation plan is required.

(h) There are no non-contiguous areas in the Project Area.

(i) The Plan Amendment does not change the boundaries of the Project Area.

(j) The elimination of blight and redevelopment of the Project Area could not be reasonably expected to be accomplished by private enterprise acting alone without the application of the appropriate land use controls.

(k) The Project Area is predominantly urbanized, as defined by Redevelopment Law Section 33320.1(b).

(l) The Plan Amendment changes neither the Redevelopment Plan's time limitation nor its limitation on the number of dollars to be allocated to the Successor Agency.

Section 6. **Official Plan**. As required by Sections 33457.1 and 33367 of the CRL, the Board of Supervisors hereby approves and adopts the Redevelopment Plan, as amended by the Plan Amendment, as the official Redevelopment Plan for the Transbay Redevelopment Project Area. A copy of the Plan is in Clerk of the Board File Nos. 050184, 060347. A copy of the Plan Amendment is in Clerk of the Board File No. 150435. These documents are incorporated herein by reference.

Section 7. **Continued Effect of Previous Ordinances as Amended**. Ordinance Nos. 124-05 and 99-06 remain in full force and effect as amended by this ordinance.

Section 8. **Transmittal of Plan as Amended**. The Clerk of the Board of Supervisors shall (a) transmit a copy of this ordinance to the Successor Agency, whereupon the Successor Agency shall be vested with the responsibility for carrying out the Redevelopment Plan as amended, and (b) record or ensure that the Successor Agency records a notice of the approval and adoption of the Plan Amendment pursuant to this ordinance, containing a statement that the proceedings for the redevelopment of the Project Area pursuant to the Plan Amendment have been instituted under the CRL.

Section 9. **Ratification of Prior and Subsequent Acts**. All actions heretofore taken by the officers and agents of the City and the Successor Agency Commission in preparing and submitting the Plan Amendment to the Board of Supervisors for review and consideration, as consistent with the documents herein and this ordinance, are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials and the Successor Agency Commission consistent with this ordinance. Any such actions are solely intended to further the purposes of the ordinance, and are subject in

all respects to the terms of the ordinance, and any such action cannot increase the risk to the City, or require the City to spend any resources, and within 30 days of the documents approved by this ordinance receiving final approvals, such final documents (showing marked changes, if any) shall be provided to the Clerk of the Board, for inclusion in the official file, together with a brief explanation of any changes from the date of the adoption of this ordinance.

Section 10. **Effective Date**. In accordance with Sections 33378(b)(2) and 33450 of the CRL, this Ordinance shall become effective 90 days after enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Heidi J. Gewertz
Deputy City Attorney

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City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 150435 **Date Passed:** June 16, 2015

Ordinance approving a minor amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area to provide bulk limits for general office buildings in Zone One; and making findings under the California Environmental Quality Act, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

June 09, 2015 Board of Supervisors - PASSED ON FIRST READING

Ayes: 10 - Avalos, Breed, Campos, Christensen, Cohen, Farrell, Kim, Tang, Wiener and Yee
Absent: 1 - Mar

June 16, 2015 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Avalos, Breed, Campos, Christensen, Cohen, Farrell, Kim, Mar, Tang, Wiener and Yee

File No. 150435

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 6/16/2015 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

6/18/2015
Date Approved

[Redevelopment Plan Amendment - Transbay Redevelopment Project Area - Zone One]

Ordinance approving an amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area to increase the maximum height limit from 300 feet to 400 feet on Block 1 (Assessor's Block No. 3740, Lot Nos. 027, 029, 030, 031, and 032) within Zone One of the Transbay Redevelopment Project Area; and making environmental findings under the California Environmental Quality Act, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

NOTE: **Unchanged Code text and uncodified text are in plain Arial font.**
Additions to Code are *single-underline italics Times New Roman font*;
Deletions to Code are ~~*strike-through italics Times New Roman font*~~.
Board amendment additions are double-underlined Arial font;
Board amendment deletions are ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. FINDINGS. The Board of Supervisors of the City and County of San Francisco (the "Board of Supervisors" or "Board") hereby makes the following findings, determinations, and declarations, based on the record before it, including but not limited to information contained in the Report to the Board of Supervisors on the Amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area ("Report to the Board"), dated January 19, 2016, as updated March 21, 2016, and on file with the Clerk of the Board in File No. 160150.

(a) The San Francisco Redevelopment Agency approved the Redevelopment Plan (the "Redevelopment Plan") for the Transbay Redevelopment Project Area (the "Project Area") by Resolutions No. 19-2005 (January 25, 2005) and No. 95-2005 (June 7, 2005).

(b) The Board of Supervisors approved the Redevelopment Plan by Ordinances No. 124-05 (June 21, 2005) and No. 99-06 (May 9, 2006).

(c) On February 1, 2012, California Health and Safety Code Sections 34170 et seq. (the "Redevelopment Dissolution Law") dissolved redevelopment agencies and established successor agencies to fulfill the remaining obligations of the former redevelopment agencies.

(d) Subsequent to the dissolution of the redevelopment agencies, the Board of Supervisors, acting as the legislative body of the Successor Agency to the San Francisco Redevelopment Agency, adopted Ordinance No. 215-12, which was signed by the Mayor on October 4, 2012, and which transferred the assets (other than housing assets) and obligations of the San Francisco Redevelopment Agency ("Former Agency") to the Office of Community Investment and Infrastructure ("OCII" or "Successor Agency") and some of the housing assets of the Former Agency to the City, acting by and through the Mayor's Office of Housing and Community Development. A copy of this ordinance is on file with the Clerk of the Board in File No. 120898.

(e) Ordinance No. 215-12 delegated to the Commission of the Successor Agency, commonly known as the Commission on Community Investment and Infrastructure ("CCII"), the authority to (1) act in the place of the Commission of the Former Agency to, among other matters, implement, modify, enforce, and complete the Former Agency's enforceable obligations; (2) approve all contracts and actions related to the assets transferred to or retained by the Successor Agency, including, without limitation, the authority to exercise land use, development, and design approval, consistent with the applicable enforceable obligations; (3) approve amendments to the Redevelopment Plan as allowed under California

Community Redevelopment Law (California Health and Safety Code Section 33000 et seq.) ("CRL" or "Redevelopment Law") and subject to adoption of such plan amendments by the Board of Supervisors; and (4) take any action that the Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and any other action that the CCII deems appropriate, consistent with the Redevelopment Dissolution Law, to comply with such obligations.

(f) Under Redevelopment Dissolution Law, the Successor Agency has an enforceable obligation to ensure that 25% of the residential units developed in the Project Area will be available to low income households and that an additional 10% will be available to moderate income households (the "Transbay Affordable Housing Obligation"). The source of this obligation is Section 5027.1 of the California Public Resources Code, which obligation has been incorporated into the Redevelopment Plan and in the Implementation Agreement, dated as of January 20, 2005, between the Former Agency and the Transbay Joint Powers Authority and has been finally and conclusively determined by the California Department of Finance to be an enforceable obligation under Redevelopment Dissolution Law.

(g) The Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas. Zone One is generally bounded by Harrison Street or Folsom Street on the south; Clementina Street, Tehama Street, or Natoma Street on the north; Main Street or Spear Street on the east; and Second Street or Ecker Street on the west. In Zone One, OCII maintains the land use review authority and the Redevelopment Plan and Development Controls and Design Guidelines define the land uses, which are predominantly residential. Zone Two is generally bounded by Harrison Street, Clementina Street, Tehama Street, or Natoma Street on the south; Minna Street or Mission Street on the north; Main Street on the east; and Second Street on the west. In Zone Two, the Planning

Department and Planning Commission maintain land use review authority and the San Francisco Planning Code land use controls apply.

(h) The Redevelopment Plan specifies the land use of Block 1 of Zone One of the Project Area ("Block 1") as Transbay Downtown Residential and provides for a maximum height limit of 300 feet. The Development Controls and Design Guidelines for the Transbay Redevelopment Project ("Development Controls") also specify a Block 1 maximum height limit of 300 feet for a residential tower on a portion of the site.

(i) Block 1 is an approximately 54,098-square-foot site located on Folsom Street between Main Street and Spear Street in Zone One of the Project Area. It is comprised of Assessor's Block 3740, Lots 027, 029, 030, 031, and 032. Lot 027 (approximately 34,133 square feet) is owned by OCII; the balance of the properties (approximately 19,965 square feet) is held by Block One Property Holder, L.P., an affiliate of Tishman Speyer ("Developer").

(j) On November 18, 2014, the CCII authorized an Exclusive Negotiations Agreement (the "ENA") with the Developer for (a) the sale to Developer of the portion of Block 1 owned by OCII (Block 3470, Lot 027) and (b) the development of a combined affordable and market-rate homeownership project consisting of a residential tower, two residential podium buildings, and townhouses surrounding open space on Block 1. The ENA contemplates two project alternatives: one with a tower height of 300 feet, as allowed under the Redevelopment Plan, and the other with a tower height of 400 feet, that would require the Redevelopment Plan Amendment.

(k) As set forth more fully in Section 1, subparagraph (q) of this ordinance, the CCII recommends approval of a proposed amendment to the Redevelopment Plan (the "Plan Amendment"), which would increase the maximum height limit from 300 feet to 400 feet on Block 1. The Plan Amendment would make no other substantial change to the authorized land uses under the Redevelopment Plan. The CCII recommends the Plan Amendment to

achieve the goals and objectives set for the Redevelopment Plan, including among others, the creation of a community identity and built form that ensure that high-rise buildings reflect high quality architectural and urban design standards, and the creation of housing opportunities that provide a mixture of housing types and sizes to attract a diverse residential population, including families and people of all income levels.

(l) The CCII also recommends the proposed Plan Amendment because it promotes the expeditious fulfillment of the Transbay Affordable Housing Obligation. The 400-foot development proposal for the site would provide approximately 73 additional housing units on Block 1, for a total of 391 units. Under this proposal, 156 (40%) of the units would be affordable to moderate income households. The 300-foot development proposal for Block 1 would provide approximately 318 total residential units, of which 112 (35%) would be affordable to low and moderate income households.

(m) Over the past several years, the Transbay Citizens Advisory Committee ("CAC") has reviewed and considered the proposal for development of Block 1 and the Plan Amendment. On January 14, 2016, the CAC voted and recommended approval of the Plan Amendment by the CCII and the Board of Supervisors.

(n) Sections 33450-33458 of the CRL establish a process to amend a redevelopment plan. This process includes a publicly noticed hearing of the CCII; environmental review to the extent required; adoption of the Plan Amendment by the CCII after the public hearing; preparation of a Report to the Board of Supervisors; referral of the Plan Amendment to the Planning Commission for its report and recommendation; a publicly noticed hearing of the Board of Supervisors and Board of Supervisors consideration after its hearing. Pursuant to Section 33457.1 of the CRL, a proposed amendment to a redevelopment plan requires the preparation and public availability of reports and information

that would otherwise be required for a redevelopment plan adoption "to the extent warranted" by the proposed amendment.

(o) The Successor Agency has prepared the Report to the Board, which the CCII approved by Resolution No. 1-2016, and has made the Report to the Board available to the public on or before the date of the notice of the public hearing, held in accordance with CRL Section 33454, on this ordinance approving the Plan Amendment; said hearing is referenced in Section 1, subparagraph (p) of this ordinance.

(p) On January 19, 2016, after holding a duly noticed public hearing in accordance with Redevelopment Law Section 33452, the CCII approved, by Resolution Nos. 1-2016 and 2-2016, the Report to the Board and authorized its transmittal to the Board of Supervisors for its background information in considering the proposed Plan Amendment; referred the Plan Amendment to the Planning Commission for its report and recommendation on the Plan Amendment and its conformance to the General Plan; found and determined that the Plan Amendment is within the scope of the project analyzed by the final environmental impact report for the Transbay Terminal/ Caltrain Downtown Extension/Redevelopment Project ("FEIR") and the eighth addendum to the FEIR prepared by the Successor Agency, in consultation with the San Francisco Planning Department ("Addendum"); approved the Plan Amendment; and recommended the Plan Amendment to the Board of Supervisors for its approval. The Successor Agency has transmitted to the Board of Supervisors certified copies of these Resolutions and attached its Report to the Board. Copies of the Plan Amendment and the CCII's Resolution Nos. 1-2016 and 2-2016, on file with the Clerk of the Board of Supervisors in File No. 160150, are incorporated in this Ordinance by this reference.

(q) The Successor Agency transmitted the proposed Plan Amendment to the San Francisco Planning Department ("Planning Department") for the report and recommendation of the San Francisco Planning Commission ("Planning Commission") concerning the

conformity of the Plan Amendment with the San Francisco General Plan ("General Plan"). The Planning Department has determined that an amendment to the General Plan would be required to revise Map 5 of the Downtown Area Plan to include a notation stating that the proposed height and bulk district on Block 1 shall be consistent with controls provided in the Redevelopment Plan (the "Downtown Area Plan Amendment"). The Downtown Area Plan Amendment corrects an apparent oversight to Map 5, which excluded certain Zone One parcels from General Plan amendments made at the time the Redevelopment Plan was originally adopted, and will bring the map into conformance with the Redevelopment Plan and the Planning Code. On February 25, 2016, by Resolution No. 19572, the Planning Commission approved the proposed Downtown Area Plan Amendment. Also on February 25, 2016, by Motion No. 19573, the Planning Commission found that the Redevelopment Plan Amendment is consistent with the General Plan, as amended, and in conformity with the priority policies in Planning Code, Section 101.1, and recommended approval of the Plan Amendment to the Board of Supervisors. A copy of the Planning Commission Motion No. 19573 and Resolution No. 19572 are on file with the Clerk of the Board of Supervisors in File No. 160188 and incorporated into this ordinance by this reference as though fully set forth. This Board, for the reasons specified in Planning Commission Motion No. 19573 adopts as its own the findings of the Planning Commission that the Plan Amendment is consistent with the General Plan and in conformity with Planning Code, Section 101.1.

(r) On April 12, 2016, the Board of Supervisors held a public hearing on the adoption of the proposed Plan Amendment in the Board Legislative Chamber, 1 Dr. Carlton B. Goodlett Place, Room 250, San Francisco, CA. The hearing has been closed. Notice of such hearing was duly and regularly published in a newspaper of general circulation in the City and County of San Francisco, once per week for three successive weeks prior to the date of such hearing in accordance with Redevelopment Law Section 33452. The Board considered the

Report on the Plan Amendment and recommendations of the CCII, the Planning Commission report and recommendations, the Addendum to the FEIR; and all evidence and testimony for and against the proposed Plan Amendment, including written objections to the adoption of the proposed Plan Amendment received by the Clerk of Board and the written response prepared by OCII to those objections, a copy of which response is on file with the Clerk of the Board of Supervisors in File No. 160150 (the "Response). The Board hereby adopts findings to the extent required by the CRL as set forth in Section 5 of this ordinance.

(a) CEQA Findings. The Board of Supervisors has adopted environmental findings in compliance with the California Environmental Quality Act ("CEQA Findings") in companion Ordinance No. _____, on file with the Clerk of the Board of Supervisors in File No. 160188. The companion Ordinance No. _____approves General Plan amendments to Map 5 of the Downtown Area Plan related to portions of Blocks 1 and 2 in the Transbay Redevelopment Project Area. The Board's CEQA Findings in Ordinance No. _____ concur with CEQA Findings of the CCII and the Planning Commission that the FEIR and Addendum support the conclusion that no additional environmental review is required under CEQA other than the FEIR and Addendum. The Board hereby incorporates into this ordinance by this reference the CEQA Findings adopted by the Board in companion Ordinance No. _____.

Section 2. PURPOSE AND INTENT. The purpose and intent of the Board of Supervisors with respect to the Plan Amendment is to increase the maximum height limit from 300 feet to 400 feet on Block 1 of Zone One of the Project Area for the purpose of allowing the Successor Agency to consider approval of a residential development proposal that would include 40 percent of the total number of units as affordable units.

Section 3. PLAN INCORPORATION BY REFERENCE. The Redevelopment Plan as amended by this ordinance is incorporated in and made a part of this ordinance by this reference with the same force and effect as though set forth fully in this ordinance.

Section 4. REDEVELOPMENT PLAN AMENDMENT. The Zone One Plan Map provided in Exhibit 4 of the Redevelopment Plan is here by amended by striking the "300 ft" maximum height designation provided on Block 1, and replacing this text with the designation "400 ft."

Section 5. FURTHER FINDINGS AND DETERMINATIONS UNDER COMMUNITY REDEVELOPMENT LAW. To the extent required by the Community Redevelopment Law, the Board of Supervisors hereby further finds, determines, and declares, based on the record before it, including but not limited to information contained in the Report on the Plan Amendment, that:

(a) The purpose of the Plan Amendment is to facilitate, on Block 1 in Zone One of the Project Area, development of a residential tower extending to a maximum height of 400 feet, which would be consistent with the Redevelopment Plan goals and objectives, provide a significant amount of affordable housing, and comply with the Redevelopment Dissolution Law's requirements for expeditious completion of enforceable obligations.

(b) The adoption and carrying out of the Plan Amendment is economically sound and feasible as described in the Report to the Board. It does not propose any new capital expenditures by the Successor Agency, involve any new indebtedness or financial obligation of the Successor Agency, or change the Successor Agency's overall method of financing the redevelopment of the Project Area. Instead, the Plan Amendment relies on private enterprise to finance the market rate housing and a large portion of the affordable housing on Block 1.

(c) Although significant improvements have occurred in the Project Area since adoption of the Redevelopment Plan, most of Block 1 remains an undeveloped and blighted

area currently used for surface parking and limited office use. The Plan Amendment will alleviate the adverse physical and economic conditions on Block 1 by maximizing developable square feet and increasing dwelling unit count.

(d) For the reasons set forth in Section 1, subparagraph (q) of this ordinance, the Plan Amendment is consistent with the General Plan, as amended by companion Ordinance No. 65-16 and is consistent with the priority policies in City Planning Code, Section 101.1 based on the findings set forth in Planning Commission Resolution No. 19572 and Motion No. 19573, which findings this Board has incorporated as its own.

(e) As discussed in Section 1, subparagraph (q) of this ordinance, the Successor Agency in conjunction with the Planning Department has prepared an Addendum to the FEIR pursuant to State CEQA Guidelines Section 15164, documenting its decision on the basis of substantial evidence that the Plan Amendment does not trigger the need for preparation of a subsequent or supplemental EIR and the Board of Supervisors concurs with this decision as set forth in Section 1, subparagraph (s).

(f) As described in the Report to the Board, adoption of the Plan Amendment will not adversely affect the physical or social quality of the neighborhood, nor will it cause the destruction or removal of housing units from the low- and moderate-income housing market or displacement of low- or moderate-income housing. Rather, the Plan Amendment, by facilitating a greater density of development at a site designated for residential use, will increase the supply of housing and affordable housing in the Project Area.

(g) The Board of Supervisors hereby adopts, as its findings, the Response to written objections to the Plan Amendment as required under Section 33363 of the Health and Safety Code and incorporates the Response, including the findings contained therein, by reference as though fully set forth in this Ordinance.

Section 6. OFFICIAL PLAN. As required by Sections 33457.1 and 33367 of the CRL, the Board of Supervisors hereby approves and adopts the Redevelopment Plan, as amended by the Plan Amendment, as the official redevelopment plan for the Project Area.

Section 7. CONTINUED EFFECT OF PREVIOUS ORDINANCES AS AMENDED. Ordinance Nos. 124-05, 99-06, and 84-15 remain in full force and effect as amended by this Ordinance.

Section 8. TRANSMITTAL OF PLAN AS AMENDED. The Clerk of the Board of Supervisors shall without delay (a) transmit a copy of this ordinance to the Successor Agency, whereupon the Successor Agency shall be vested with the responsibility for carrying out the Redevelopment Plan as amended, and (b) record or ensure that the Successor Agency records a notice of the approval and adoption of the Plan Amendment pursuant to this ordinance, containing a statement that the proceedings for the redevelopment of the Project Area pursuant to the Plan Amendment have been instituted under the CRL.

Section 9. RATIFICATION OF PRIOR ACTS. All actions taken by City officials and the CCII in preparing and submitting the Plan Amendment to the Board of Supervisors for review and consideration are hereby ratified and confirmed, and the Board of Supervisors hereby authorizes all subsequent action to be taken by City officials and the CCII consistent with this Ordinance.

Section 10. Effective Date. In accordance with Sections 33378(b)(2) and 33450 of the CRL, this ordinance shall become effective 90 days from the date of enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors

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overrides the Mayor's veto of the ordinance.

APPROVED AS TO FORM:
DENNIS J. HERRERA, City Attorney

By: _____
Charles Sullivan
Deputy City Attorney
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City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 160150 **Date Passed:** April 26, 2016

Ordinance approving an amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area, to increase the maximum height limit from 300 feet to 400 feet on Block 1 (Assessor's Block No. 3740, Lot Nos. 027, 029, 030, 031, and 032) within Zone One of the Transbay Redevelopment Project Area; and making environmental findings under the California Environmental Quality Act, and findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

April 12, 2016 Board of Supervisors - CONTINUED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

April 19, 2016 Board of Supervisors - AMENDED, AN AMENDMENT OF THE WHOLE BEARING SAME TITLE

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

April 19, 2016 Board of Supervisors - PASSED ON FIRST READING AS AMENDED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

April 26, 2016 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Avalos, Breed, Campos, Cohen, Farrell, Kim, Mar, Peskin, Tang, Wiener and Yee

File No. 160150

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 4/26/2016 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

Mayor

4/28/16
Date Approved

[Redevelopment Plan Amendment - Transbay Redevelopment Project Area - Zone One, Block 2]

Ordinance approving an amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area to increase bulk limits on Block 2 of Zone One of the Transbay Redevelopment Project Area (Assessor's Parcel Block No. 3739, Lot No. 014, located on the north side of Folsom Street between Beale and Main Streets), by increasing certain maximum floor plate sizes; making findings under the California Community Redevelopment Law; making findings under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

NOTE: **Unchanged Code text and uncodified text** are in plain Arial font.
Additions to Codes are in *single-underline italics Times New Roman font*.
Deletions to Codes are in ~~*strikethrough italics Times New Roman font*~~.
Board amendment additions are in double-underlined Arial font.
Board amendment deletions are in ~~strikethrough Arial font~~.
Asterisks (* * * *) indicate the omission of unchanged Code subsections or parts of tables.

Be it ordained by the People of the City and County of San Francisco:

Section 1. General Findings.

In accordance with California Community Redevelopment Law (California Health and Safety Code Sections 33000 et seq.), the Board of Supervisors of the City and County of San Francisco hereby makes the following findings, determinations, and declarations, based on the record before it, including but not limited to information contained in the Report to the Board of Supervisors on the Amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area ("Report to the Board"), dated November 1, 2022, and on file with the Clerk of the Board in File No. 221216:

(a) The Board of Supervisors established the Transbay Redevelopment Project Area ("Project Area") and approved a Redevelopment Plan for the Project Area by Ordinance No. 124-05 and by Ordinance No. 99-06, as amended by Ordinance No. 84-15 and Ordinance No. 62-16 ("Redevelopment Plan") to undertake a variety of projects and activities to alleviate blighting conditions. The Redevelopment Plan establishes the land use controls for the Project Area and divides the Project Area into two subareas, known as Zone 1 and Zone 2.

(b) In 2003, the State of California adopted California Public Resources Code Section 5027.1, which requires that any redevelopment plan adopted to finance, in whole or in part, the demolition of the former transbay terminal building and the construction of a new terminal, including its associated vehicle ramps (the "Transbay Transit Center," or "TTC"), shall ensure that at least 25% of all dwelling units developed within the Project Area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 60% of the area median income, and that at least an additional 10% of all dwelling units developed within the Project Area shall be available at affordable housing cost to, and occupied by, persons and families whose incomes do not exceed 120% of the area median income, for a total 35% affordable housing obligation ("Transbay Affordable Housing Obligation").

(c) Also in 2003, the State of California, acting through its Department of Transportation ("State") entered into an agreement with the Transbay Joint Powers Authority ("TJPA") and the City ("Cooperative Agreement") whereby the State agreed to transfer approximately 10 acres of State-owned property ("State-Owned Parcels") in and around the former transbay terminal to the City and the TJPA, which would then sell the State-Owned Parcels and use the revenues from the sales to finance the TTC.

(d) In 2006, the TJPA and the former San Francisco Redevelopment Agency ("Former Agency") executed an agreement ("Implementation Agreement"), which required the Former Agency to take the lead role in facilitating the development of the State-Owned Parcels.

(e) The Implementation Agreement required the Former Agency to: (1) prepare and sell the State-Owned Parcels to third parties; (2) deposit the sale proceeds into a trust account to help the TJPA pay the cost of constructing the TTC; (3) implement the Redevelopment Plan to enhance the financial feasibility of the TTC; and (4) fund the state-mandated Transbay Affordable Housing Obligation.

(f) In 2008, the City, the Former Agency, and the TJPA granted the Former Agency an option to acquire the State-Owned Parcels, arrange for development of the parcels, and distribute the net tax increment to the TJPA to use for the TTC ("2008 Option Agreement").

(g) On February 1, 2012, the State of California dissolved all redevelopment agencies, including the Former Agency, and required the transfer of certain of the Former Agency's assets and obligations to the Successor Agency to the Redevelopment Agency of the City and County of San Francisco ("Successor Agency," commonly known as the Office of Community Investment and Infrastructure, or "OCII"). Cal. Health & Safety Code §§ 34170 et seq. ("Redevelopment Dissolution Law"). On June 27, 2012, the Redevelopment Dissolution Law was amended to clarify that successor agencies are separate public entities from the city or county that had originally established a redevelopment agency and they succeed to the organizational status of the former redevelopment agency to complete any work related to an approved enforceable obligation. Cal. Health & Safety Code § 34173(g).

(h) The Board of Supervisors, acting as the legislative body of the Successor Agency, adopted Ordinance No. 215-12, which, among other matters: (a) acknowledged and confirmed that the Successor Agency is a separate legal entity from the City; and (b) established the Successor Agency Commission ("OCII Commission") and delegated to it the

authority to (i) implement, modify, enforce, and complete the Former Agency's enforceable obligations, (ii) approve all contracts and actions related to the assets transferred to or retained by the Successor Agency, including, without limitation, the authority to exercise land use, development, and design approval, consistent with the applicable enforceable obligations, and (iii) take any action that the Redevelopment Dissolution Law requires or authorizes on behalf of the Successor Agency and any other action that the OCII Commission deems appropriate, consistent with the Redevelopment Dissolution Law, to comply with such obligations.

(i) Pursuant to the Redevelopment Dissolution Law, all of the Former Agency's assets (other than certain housing assets) and obligations were transferred to the Successor Agency.

(j) Under Redevelopment Dissolution Law, the Successor Agency's role is to complete those enforceable obligations of the Former Agency that the California Department of Finance has finally and conclusively approved under Redevelopment Dissolution Law. On April 15, 2013, the Department of Finance determined "finally and conclusively," under Cal. Health & Safety Code, Section 34177.5(i), that the Implementation Agreement, Transbay Affordable Housing Obligation, and the Transbay Redevelopment Project Tax Increment Allocation and Sales Proceeds Pledge Agreement ("Pledge Agreement") are enforceable obligations; and

(k) Transbay Redevelopment Plan Block 2 (Assessor's Block 3739, Lot 014) is a former State-Owned Parcel subject to the 2008 Option Agreement, constituting approximately 42,627 square feet and located within the Project Area at 200 Folsom Street, bounded by Folsom, Main, and Beale Streets and extending approximately 155 feet northwest from Folsom Street (the "Site").

(l) On January 7, 2021, the Successor Agency exercised its rights to acquire Block 2 from the TJPA.

(m) Through a competitive request for proposals process, the Successor Agency selected Mercy Housing California and Chinatown Community Development Center (the "Sponsors") to co-develop the Site. Pursuant to an Exclusive Negotiations Agreement between the Successor Agency and affiliates of the Sponsors (approved as OCII Commission Resolution No. 09-2021), the Sponsors have engaged in predevelopment activities for the Site and have proposed the development of two mixed-use residential buildings as well as related public and private open space and streetscape improvements. The building on the eastern side of the Site includes 184 rental housing units that will serve low-income households and formerly homeless households, resident-serving amenities, approximately 1,959 square feet of retail space, and an approximately 6,447 square foot childcare facility. The building on the western portion of the Site includes 151 rental housing units that will serve low-income senior households and formerly homeless seniors, resident-serving amenities, and approximately 2,945 square feet of retail space. The two buildings combined comprise the "Block 2 Project".

(n) The Redevelopment Plan specifies the land use of Block 2 as "Transbay Downtown Residential" and specifies that the maximum residential floor plates for buildings between 85 feet and 250 feet in height shall not exceed 7,500 square feet.

(o) The OCII Commission recommends approval of a proposed amendment to the Redevelopment Plan (the "Plan Amendment"), which would increase the maximum floor plate size on Block 2 to 11,100 square feet for that portion of buildings over 85 feet but no more than 144 feet in height, and increase the maximum floor plate size to 9,200 square feet for that portion of buildings over 144 feet but no more than 165 feet in height.

(p) The Plan Amendment would make no other substantial change to the authorized land uses or physical controls under the Redevelopment Plan. The OCII Commission recommends the Plan Amendment to achieve the goals and objectives set for the Redevelopment Plan, including, among others, the creation of housing opportunities that

provide a mixture of housing types and sizes to attract a diverse residential population, including families and people of all income levels.

(q) The OCII Commission also recommends the proposed Plan Amendment because it implements the Transbay Affordable Housing Obligation. The Plan Amendment will facilitate development of approximately 31 additional housing units on Block 2 than would be possible under the existing bulk limitations, for a total of 335 units. With the exception of two unrestricted manager's units, all of the Block 2 residential units will be permanently restricted for affordability to extremely low- and low-income households (ranging between 15% and 70% of area median income).

(r) The Transbay Citizens Advisory Committee ("CAC") has reviewed and been apprised of the proposal for development of Block 2. On September 8, 2022, the CAC voted and recommended approval of the Plan Amendment by the OCII Commission and the Board of Supervisors.

(s) Sections 33450-33458 of the California Health & Safety Code establish a process to amend a redevelopment plan. As applicable, this process includes a publicly noticed hearing of the OCII Commission; environmental review, if required; adoption of the Plan Amendment by the OCII Commission after the public hearing; preparation of a Report to the Board of Supervisors; referral of the Plan Amendment to the Planning Commission for its report and recommendation; a publicly noticed hearing of the Board of Supervisors, and Board of Supervisors consideration after its hearing. Pursuant to Health & Safety Code Section 33457.1, a proposed amendment to a redevelopment plan requires the preparation and public availability of reports and information that would otherwise be required for a redevelopment plan adoption "to the extent warranted" by the proposed amendment.

(t) The Successor Agency prepared the Report to the Board, and made the Report to the Board available to the public before the date of the notice of the OCII Commission public

hearing, held in accordance with Health & Safety Code Section 33454, on this ordinance approving the Plan Amendment.

(u) On November 1, 2022, after holding a duly noticed public hearing in accordance with Health & Safety Code Section 33452, the OCII Commission, by Resolution Nos. 40-2022 and 41-2022, approved the Report to the Board and authorized its transmittal to the Board of Supervisors for its background information in considering the proposed Plan Amendment; referred the Plan Amendment to the Planning Commission for its report and recommendation on the Plan Amendment and its conformance to the General Plan; made findings under the California Environmental Quality Act ("CEQA"); approved the Plan Amendment; and recommended the Plan Amendment to the Board of Supervisors for its approval. Copies of the Plan Amendment and OCII Commission Resolution Nos. 40-2022, and 41-2022 are on file with the Clerk of the Board of Supervisors in File No. 221216, and are incorporated herein by reference.

(v) On January 10, 2022, the Board of Supervisors held a public hearing on the adoption of the proposed Plan Amendment in the Board Legislative Chamber, 1 Dr. Carlton B. Goodlett Place, Room 250, San Francisco, CA. The hearing has been closed. Notice of such hearing was duly and regularly published in a newspaper of general circulation in the City and County of San Francisco, once per week for three successive weeks prior to the date of such hearing in accordance with Health and Safety Code Section 33452. The Board considered the Report on the Plan Amendment and recommendations of the OCII Commission, the Planning Commission report and recommendations, applicable environmental review documents; and all evidence and testimony for and against the proposed Plan Amendment. The Board hereby adopts findings to the extent required by the Health and Safety Code.

Section 2. Environmental and Planning Code Findings.

(a) On April 22, 2004, after a duly noticed joint public hearing with the Peninsula Corridor Joint Powers Board (the "JPB"), in Motion No. 16773, the Planning Commission certified as adequate and complete the final Environmental Impact Statement/Environmental Impact Report ("Final EIS/EIR") for the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project (Planning Department Case No. 2000.048E) in accordance with CEQA, the CEQA Guidelines (Cal. Code of Regulations Title 14, sections 15000 et seq.), and Chapter 31 of the San Francisco Administrative Code. Said Motion is on file with the Clerk of the Board of Supervisors in File No. 041079 and is incorporated herein by reference.

(b) On April 20, 2004, in Resolution No. 45-2004, the Former Agency, at a duly noticed public hearing, also certified the Final EIS/EIR and made findings similar to those of the Commission and JPB in regard to CEQA and the CEQA Guidelines.

(c) In 2004, the Board of Supervisors, in Motion No. 04-67, affirmed the certification of the FEIS/EIR. In Resolution No. 612-04, effective October 7, 2004, the Board of Supervisors adopted findings that various actions related to the Transbay Terminal/Caltrain Downtown Extension/Redevelopment Project complied with CEQA. Also, in 2005 and 2006, the Board of Supervisors adopted, in Ordinance Nos. 124-05 and 99-06, additional CEQA findings. Said Motion, Resolution, and the CEQA Findings are on file with the Clerk of the Board of Supervisors in File Nos. 041079 and 221216 and are incorporated herein by reference. Subsequent to the adoption of the Final EIS/EIR, the Former Agency, the Successor Agency or other responsible agencies under CEQA/NEPA have approved and incorporated nine addenda into the analysis of the Final EIS/EIR (as incorporated, the "FEIS/EIR") and made requisite findings under CEQA (findings referenced in recital (a) and (b) collectively referred to as the "CEQA Findings"), which documents are on file with the Clerk of the Board of Supervisors in File No. 221216 and is incorporated herein by reference.

(d) The Successor Agency, as lead agency under CEQA and in consultation with the Planning Department, prepared Addendum No. 10 to the EIS/EIR, dated October 26, 2022 ("Addendum"). The Addendum evaluates the environmental effects of the Block 2 Project.

(e) On November 1, 2022, after a duly noticed public hearing, the OCII Commission determined, by Resolution No. 39-2022, that: the Block 2 Project would not cause new significant impacts that were not identified in the EIS/EIR; the Block 2 Project would not cause significant impacts that were previously identified in the EIS/EIR to become substantially more severe; no new mitigation measures would be necessary to reduce significant impacts; no changes have occurred with respect to circumstances surrounding the Block 2 Project that would cause significant environmental impacts to which the Project would contribute considerably; and no new information has become available that shows that the Block 2 Project would cause significant environmental impacts. For these reasons, no supplemental environmental review is required. This determination is on file with the Clerk of the Board of Supervisors in File No. 221216 and is incorporated herein by reference.

(f) The Board of Supervisors, acting in its capacity as a responsible agency under CEQA, has reviewed and considered the EIS/EIR and the Addendum, and hereby adopts the CEQA findings set forth in OCII Commission Resolution No. 39-2022 and Planning Commission Motion No. 21213 and hereby incorporates such findings by reference as though fully set forth in this ordinance.

(g) On December 1, 2022, the Planning Commission, in Motion No. 21213, adopted findings that the actions contemplated in this ordinance are consistent, on balance, with the City's General Plan and eight priority policies of Planning Code Section 101.1. The Board adopts these findings as its own. A copy of said Resolution is on file with the Clerk of the Board of Supervisors in File No. 221216, and is incorporated herein by reference.

Section 3. Purpose and Intent. The purpose and intent of the Board of Supervisors with respect to the Plan Amendment is to increase the maximum floor plate sizes for buildings on Block 2, as described above, for the purpose of allowing the Successor Agency to consider approval of the Block 2 Project, and to increase the amount of affordable housing on Block 2, which will contribute to and complement the overall goals and objectives of the Redevelopment Plan, facilitate the Successor Agency's actions to complete the Affordable Housing Obligation, and expeditiously wind down the activities of the dissolved redevelopment agency as required under Redevelopment Dissolution Law.

Section 4. Plan Incorporation by Reference. The Redevelopment Plan as amended by this ordinance is incorporated in and made a part of this ordinance by this reference with the same force and effect as though set forth fully in this ordinance.

Section 5. Redevelopment Plan Amendment. Subsection 3.5.2 of the Redevelopment Plan is hereby amended to read as follows:

3.5.2 Height and Size of Buildings

The Zone One Plan Map and the table and text below illustrate the heights and floor plate sizes permitted for residential buildings in Zone One.

Maximum Floor Plates for Residential Buildings

Building Height (feet)	*Maximum Floor Plate Size (square feet)*
85 – 250	7,500*
251 – 300	10,000
301 – 350	10,500
351 - 400	11,000
401 – 450	11,500
451 – 500	12,000
501 – 550	13,000

** On Transbay Block 2, a Maximum Floor Plate Size of 11,100 square feet is permitted for the portion of the building between 85 feet and 144 feet in height and a Maximum Floor Plate Size of 9,200 square feet is permitted for the portion of the building between 144 feet and 165 feet in height.*

For residential towers above 500 feet in total height, the average floor plate size of the portion of the tower above 350 feet must not exceed 12,000 square feet. Below 85 feet, no bulk controls will apply.

* * * *

Section 6. Further Findings and Determinations Under Community Redevelopment Law. To the extent required by the Community Redevelopment Law, the Board of Supervisors hereby further finds, determines, and declares, based on the record before it, including but not limited to information contained in the Report on the Plan Amendment, that:

(a) The purpose of the Plan Amendment is to increase, on Block 2 in Zone One of the Project Area, the number of residential units in a larger, mid-rise building, which would be consistent with the Redevelopment Plan goals and objectives, provide a significant amount of affordable housing, and comply with the Redevelopment Dissolution Law's requirements for expeditious completion of enforceable obligations.

(b) The adoption and carrying out of the Plan Amendment are economically sound and feasible. The Plan Amendment does not propose any new capital expenditures by the Successor Agency, involve any new indebtedness or financial obligation of the Successor Agency, or change the Successor Agency's overall method of financing the redevelopment of the Project Area. By facilitating increased density on Block 2, the Plan Amendment provides for greater efficiencies in the Successor Agency's efforts to comply with the Transbay Affordable Housing Obligation. The Successor Agency has taken and will take steps to fund the Block 2 Project in compliance with existing enforceable obligations.

(c) Although significant improvements have occurred in the Project Area since adoption of the Redevelopment Plan, Block 2 remains an undeveloped and blighted area previously used as the temporary Transbay Bus Terminal, and is currently vacant. The Plan Amendment will alleviate the adverse physical and economic conditions on Block 2 by maximizing developable square feet and increasing dwelling unit count.

(d) For the reasons set forth in Sections 1 and 2 of this ordinance, the Plan Amendment is consistent with the General Plan and is consistent with the priority policies in Planning Code Section 101.1, based on the findings set forth in Planning Commission Motion No. 21213, which findings this Board has incorporated as its own.

(e) The Plan Amendment will not adversely affect the physical or social quality of the neighborhood, nor will it cause the destruction or removal of housing units from the low- and moderate-income housing market or displacement of low- or moderate-income housing. Rather, the Plan Amendment, by facilitating a greater density of development at a site designated for residential use, will increase the supply of affordable housing in the Project Area.

(f) The carrying out of the Plan Amendment will promote the public peace, health, safety, and welfare of the community and would effectuate the purposes and policy of the Community Redevelopment Law, as amended by the Redevelopment Dissolution Law.

Section 7. Official Plan. As required by Health and Safety Code Sections 33457.1 and 33367, the Board of Supervisors hereby approves and adopts the Redevelopment Plan, as amended by the Plan Amendment, as the official redevelopment plan for the Project Area.

Section 8. Continued Effect of Previous Ordinances as Amended. Ordinance Nos. 124-05, 99-06, 84-15, and 62-16 remain in full force and effect as amended by this Ordinance.

Section 9. Transmittal of Plan as Amended. The Clerk of the Board of Supervisors shall without delay: (a) transmit a copy of this ordinance to the Successor Agency, whereupon the Successor Agency shall be vested with the responsibility for carrying out the Redevelopment Plan as amended; and (b) record or ensure that the Successor Agency records a notice of the approval and adoption of the Plan Amendment pursuant to this ordinance, containing a statement that the proceedings for the redevelopment of the Project Area pursuant to the Plan Amendment have been instituted as required under Community Redevelopment Law.

Section 10. Effective Date. In accordance with Sections 33378(b)(2) and 33450 of the Community Redevelopment Law, this ordinance shall become effective 90 days from the date of enactment. Enactment occurs when the Mayor signs the ordinance, the Mayor returns the ordinance unsigned or does not sign the ordinance within ten days of receiving it, or the Board of Supervisors overrides the Mayor's veto of the ordinance.

Section 11. Scope of Ordinance. In enacting this ordinance, the Board of Supervisors intends to amend only those words, phrases, paragraphs, subsections, sections, articles, numbers, punctuation marks, charts, diagrams, or any other constituent parts of the Redevelopment Plan that are explicitly shown in this ordinance as additions, deletions, Board amendment additions, and Board amendment deletions in accordance with the "Note" that appears under the official title of the ordinance.

APPROVED AS TO FORM:
DAVID CHIU, City Attorney

By: /s/ Peter R. Miljanich
PETER R. MILJANICH
Deputy City Attorney

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City and County of San Francisco
Tails
Ordinance

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 221216 **Date Passed:** January 24, 2023

Ordinance approving an amendment to the Redevelopment Plan for the Transbay Redevelopment Project Area to increase bulk limits on Block 2 of Zone One of the Transbay Redevelopment Project Area (Assessor's Parcel Block No. 3739, Lot No. 014, located on the north side of Folsom Street between Beale and Main Streets), by increasing certain maximum floor plate sizes; making findings under the California Community Redevelopment Law; making findings under the California Environmental Quality Act; and making findings of consistency with the General Plan, and the eight priority policies of Planning Code, Section 101.1.

January 10, 2023 Board of Supervisors - PASSED ON FIRST READING

Ayes: 11 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

January 24, 2023 Board of Supervisors - FINALLY PASSED

Ayes: 11 - Chan, Dorsey, Engardio, Mandelman, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 221216

I hereby certify that the foregoing Ordinance was FINALLY PASSED on 1/24/2023 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

2/3/23
Date Approved

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

London N. Breed
Mayor

Daniel Adams
Director

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

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

DATE: **March 22, 2024**

SUBJECT: **Accept and Expend Resolution for Affordable Housing and Sustainable Communities (AHSC) Program at Transbay Block 2 East**

GRANT TITLE: Affordable Housing and Sustainable Communities Program – Transbay Block 2 East

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

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

X Grant information form

X Grant budget

X Ethics Form 126

X Grant application

X Grant award letter from funding agency

X Grant agreement

N/A Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

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

DocuSign Envelope ID: 4B07186D-CDE1-4CB5-9BB0-4D9816DFECD5

Incomplete - Pending Signature

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

Received On:

File #: 240373

Bid/RFP #:

Notification of Contract Approval

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

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

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

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

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

4. CONTRACTING DEPARTMENT CONTACT	
NAME OF DEPARTMENTAL CONTACT Phillip Wong	**DEPARTMENT CONTACT TELEPHONE NUMBER** 415-749-2427
FULL DEPARTMENT NAME MYR MOHCD	**DEPARTMENT CONTACT EMAIL** Phillip.C.Wong@sfgov.org

DocuSign Envelope ID: 4B07186D-CDE1-4CB5-9BB0-4D9816DFECD5

Incomplete - Pending Signature

5. CONTRACTOR

NAME OF CONTRACTOR	TELEPHONE NUMBER
Transbay 2 Family, L.P.	415-355-7118
STREET ADDRESS (including City, State and Zip Code)	**EMAIL**
1256 Market Street, San Francisco, CA 94102	RDare@mercyhousing.org

6. CONTRACT

DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (*If applicable*)
		240373

DESCRIPTION OF AMOUNT OF CONTRACT

$41,011,377

NATURE OF THE CONTRACT ***(Please describe)***

Accept and Expend Resolution for CA HCD Affordable Housing and Sustainable Communities ("AHSC") program for a loan and grant in the amount of $41,011,377 for a 184-unit affordable family housing development known as Transbay Block 2 East at 200 Folsom Street.

7. COMMENTS

Mercy Housing California is the parent company of Transbay 2 Family, LLC, whose sole member is the borrower/developer/contractor Transbay 2 Family, L.P.

8. CONTRACT APPROVAL

This contract was approved by:

☐	**THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM**
☒	**A BOARD ON WHICH THE CITY ELECTIVE OFFICER(S) SERVES** Board of Supervisors
☐	**THE BOARD OF A STATE AGENCY ON WHICH AN APPOINTEE OF THE CITY ELECTIVE OFFICER(S) IDENTIFIED ON THIS FORM SITS**

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Incomplete - Pending signature

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Guerrero	Ismael	CEO
2	Bruno	Angela	CFO
3	Walsh	Dee	COO
4	Shoemaker	Doug	Other Principal Officer
5	Brandt	Julie	Board of Directors
6	Cox	Bradley	Board of Directors
7	Fernandez Smith	Kay	Board of Directors
8	Lizon	Kacey	Board of Directors
9	Hayner	Jamarah	Board of Directors
10	Hughes	Phyllis	Board of Directors
11	Jamason	Ellen	Board of Directors
12	Lee	Christopher	Board of Directors
13	Levine	David	Board of Directors
14	Keith	Jennifer	Board of Directors
15	Pavão	William	Board of Directors
16	Rodriguez	Guillermo	Board of Directors
17	Soni	S. Monica	Board of Directors
18	Zaks	Camilo	Board of Directors
19			

DocuSign Envelope ID: 4B07186D-CDE1-4CB5-9BB0-4D9816DFECD5

Incomplete - Pending Signature

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#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
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Incomplete - Pending Signature

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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.

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

From:	Trejo, Sara (MYR)
To:	BOS Legislation, (BOS)
Cc:	Paulino, Tom (MYR); Nickolopoulos, Sheila (MYR); Wong, Phillip (CII); Zhu, Fisher (MYR); Tam, Madison (BOS); Ho, Calvin (BOS)
Subject:	Mayor -- Resolution -- Affordable Housing and Sustainable Communities - Transbay Block 2 East
Date:	Tuesday, April 16, 2024 2:44:53 PM
Attachments:	Environmental-CEQA, Land Use and OCII Resolution Documents.zip 1. AHSC TB2E Grant Cover Memo - TB2E.docx 2 AHSC TB2E - Grant Information Form.pdf 3. TB2E AHSC Accept-Expend Resolution.docx 3. TB2E AHSC Accept-Expend Resolution_CON approved.pdf 4. TB2E AHSC Grant - Expenditure Schedule.docx 5. Form 126_TB2E AHSC Accept and Expend Resolution.pdf 6. 24-AHSC-17972 Transbay Block 2 East Standard Agreement Draft (Grant) - revising with HCD to match Expenditure Schedule.pdf 7. AHSC R7 Application - TB2E.pdf 8. AHSC R7 Award Letter - TB2E.pdf AHSC R7 SFMTA MOU March 2023 FINAL - TB2E.pdf AHSC R7 SFPW MOU March 2023 FINAL - TB2E.pdf RE AHSC Grant AE for Transbay 2 East .msg

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Hello Clerks,

Attached is a Resolution authorizing the Mayor's Office of Housing and Community Development ("MOHCD") to execute the Standard Agreements with the California Department of Housing and Community Development ("HCD" or "Department") under the Affordable Housing and Sustainable Communities Program for a total award of $41,011,377, including $28,000,000 disbursed by HCD as a loan to the Transbay 2 Family, L.P. a California limited partnership ("Developer") for a 100% affordable housing project at 200 Folsom (commonly known as Transbay Block 2 East), $7,711,377 to be disbursed as a grant to the Developer for regional transit and infrastructure and programmatic funding near Transbay Block 2 East, and $5,300,000 to be disbursed as a grant to the City for public transportation improvements near Transbay Block 2 East, for the period starting on the execution date of the Standard Agreements to November 30, 2043; authorizing MOHCD to accept and expend the grant of up to $5,300,000 for transportation, streetscape and pedestrian improvements and other transit oriented programming and improvement as approved by HCD.

Please note, Supervisors Dorsey and Mandelman are cosponsors of this item.

Pease

Best regards,

Sara Trejo
Legislative Aide
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