

File No. 240021

Committee Item No. 11

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date January 24, 2024

Board of Supervisors Meeting Date _____

Cmte Board

- Motion
- Resolution
- Ordinance
- Legislative Digest
- Budget and Legislative Analyst Report
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- Application
- Public Correspondence

OTHER (Use back side if additional space is needed)

- DGS Notice of Exemption 4/8/2022
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date January 18, 2024,

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - California Department of Housing and Community Development
2 Affordable Housing and Sustainable Communities Program - 850 Turk Street - \$31,971,048]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development**
4 **(“MOHCD”) to execute the Standard Agreements with the California Department of**
5 **Housing and Community Development (“HCD” or “Department”) under the Affordable**
6 **Housing and Sustainable Communities Program for a total award of \$31,971,048**
7 **including \$22,000,000 disbursed by HCD as a loan to the MP Turk Street Associates,**
8 **L.P. (“Developer”) for a 100% affordable housing project at 850 Turk Street and**
9 **\$9,971,048 to be disbursed as a grant to the City for public transportation**
10 **improvements near 850 Turk Street, for the period starting on the execution date of the**
11 **Standard Agreements to November 30, 2043; and authorizing MOHCD to accept and**
12 **expend the grant of up to \$9,971,048 for transportation, streetscape and pedestrian**
13 **improvements, and other transit oriented programming and improvement as approved**
14 **by HCD.**

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

21 WHEREAS, The SGC is authorized to approve funding allocations for the AHSC
22 Program, subject to the terms and conditions of the NOFA, AHSC Program Guidelines
23 adopted by SGC on December 15, 2022, (“Program Guidelines”), an application package
24 released by the Department for the AHSC Program (“Application Package”), and an AHSC
25

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

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

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

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

15 WHEREAS, The State of California owns that certain property located at 850 Turk
16 Street in San Francisco, which has been declared an Excess Site for affordable housing; and

17 WHEREAS, MP Turk Associates, L.P., a California limited partnership (“Borrower”),
18 requested that the City and County of San Francisco (the “City”), acting by and through
19 Mayor’s Office of Housing and Community Development (“MOHCD”), be a joint applicant for
20 AHSC Program funds for its project located at 850 Turk Street consisting of new construction
21 of a 92-unit 100% affordable multifamily rental housing development affordable to low-income
22 households (the “Project”) identified as 850 Turk Street (“850 Turk Street”); and

23 WHEREAS, The San Francisco Municipal Transportation Agency (“SFMTA”) plans to
24 perform transportation infrastructure improvements to advance Better Market Street consisting
25 of targeted improvements to traffic signals, upgrades to Traffic Signal Priority, improved

1 bicycle safety infrastructure, and other transit related amenities approved by the Department
2 (the “SFMTA Work”); and

3 WHEREAS, On April 8, 2022, by Notice of Exemption, the California Department of
4 General Services by SCH Number 2022040213 determined that the development of the
5 Project met all the standards of the Class 32 “Infill” Categorical Exemption (CEQA Guideline
6 Section 15332) and the California Public Resources Code 21000 et seq., and would therefore
7 not be subject to the California Environmental Quality Act (“CEQA”); a copy of the Notice of
8 Exemption is on file with the Clerk of the Board of Supervisors in File No. _____, and is
9 incorporated herein by reference; and

10 WHEREAS, The grant budget includes a provision for indirect costs of up to
11 \$1,495,657.20; and

12 WHEREAS, Through an award letter dated September 1, 2023, the Department made
13 an award in the total amount of \$31,971,048, which includes \$22,000,000 to be disbursed by
14 HCD as a loan to the Developer for the Project, and up to \$9,971,048 to be disbursed as a
15 grant to the City for the SFMTA Work and other transit-oriented programming and
16 improvements approved by HCD, subject to the terms and conditions of the STD 213,
17 Standard Agreement (“Standard Agreement”), a copy of which is on file with the Clerk of the
18 Board of Supervisors in File No. 240021; now, therefore, be it

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

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

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

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

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

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

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

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

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

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

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

Comments:

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

Madeleine Sweet
(Name)

Compliance Coordinator – Data, Evaluation and Compliance
(Title)

Date Reviewed: December 7, 2023


(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eric D. Shaw
(Name)

Director
(Title)

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

DocuSigned by:
Eric Shaw
(Signature Required)

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.bcsb.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#: **AHSC0001038**

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 | \$93,189,009 | \$22,000,000 | 68.81% | \$71,189,009 |
| HRI | \$0 | \$0 | 0.00% | |
| STI | \$10,700,000 | \$7,700,000 | 24.08% | \$3,000,000 |
| TRA | \$1,500,000 | \$1,500,000 | 4.69% | \$0 |
| PGM | \$771,048 | \$771,048 | 2.41% | \$0 |
| AHD & HRI Total | \$93,189,009 | \$22,000,000 | 68.81% | \$71,189,009 |
| Grand Total | \$106,160,057 | \$31,971,048 | 100.00% | \$74,189,009 |

| | |
|---|--|
| 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: **850 Turk Street** Address: **850 Turk St**

City: **San Francisco** Zip Code: **94102** County: **San Francisco** Latitude: **37.781884** Longitude: **-122.4232179**

Census Tracts: **6075016000**

APNs: **0744-006**

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

The Turk Street site is a 0.433-acre parcel under ownership of the California Employment Development Department (EDD). The site currently serves as a parking lot for EDD staff. The Project is designed as 92-units consisting of 28 studios, 16 one-bedrooms, 21 two-bedrooms and 27 three-bedrooms targeted to families and individuals making between 30-60% AMI. In addition to the apartment units, the project provides extensive common space as well as office space for Property Managers and Resident Services providers. Common areas are located on the ground, second and eighth floors of the building and include laundry space, community room and kitchen, secured bike room, and outdoor spaces which include a play structure.

Onsite services will be provided by MidPen Resident Services and will focus on services important to the target population, such as service coordination, adult education classes and afterschool programs. Residents will be provided transit passes for the first 3 years of operations as well as City Fiber internet free of charge. Additionally the project's location in the Civic Center/Hayes Valley neighborhood of San Francisco is ideal for walkability and bikeability. An abundance of amenities are available within .5 miles of the site.

The project aims to be cost-effective and sustainable. In addition to achieving GreenPoint Rated Platinum, the development maximizes PV on the infill site to offset the common load and incorporates a system to capture rainwater for onsite irrigation.

Sustainable Transportation Infrastructure (STI)

STI Project #1 Type of Project **Combination**

Project Name: **Better Market Street - Sustainable Transportation Infrastructure** Address: **Market Street - 8th St to Octavia Blvd**

City: **San Francisco** Zip Code: **94102** County: **San Francisco** Latitude: **37.781884** Longitude: **-122.4232179**

Census Tracts: **6075016000**

APNs: **0744-006**

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.)

The Better Market Street project Sustainable Transportation Infrastructure improves transit reliability and improves bicycle and pedestrian safety. The project improves transit reliability through targeted improvements to traffic signals and upgrades to Traffic Signal Priority. Lastly, this project improves bicyclist safety through a full restriction on private vehicles using the street, upgrades protections to existing protected bicycle facilities and improves all pedestrian crossings through upgraded crosswalks, accessible pedestrian signals and other walking infrastructure.

STI Project #2? **No**

STI Project #3? **No**

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

| | | | | | | | |
|---|----------|--------------------|-----------|---------------------------------------|-----------|-------------------------------|----------|
| # of Transit Routes Improved | 5 | Crosswalks | 20 | ADA Curb Ramps | 10 | Overcrossings / Undercrossing | 0 |
| Transit Vehicles | 0 | Transit Operations | | Bikeshare infrastructure & operations | | | |
| EV Carshare infrastructure & operations | | Other (Specify) | | Other (Specify) | | | |

Transportation-Related Amenities (TRA)

TRA Project #1 Select the primary transit mode supported by this TRA **Local bus**

Project Overview

V1 1/30/23

| | | | | | | | | | |
|----------------|--|-----------|-------|----------|--|-----------|-----------|------------|--------------|
| Project Name: | Better Market Street - Transit Related Amenities | | | Address: | Market Street - 8th St to Octavia Blvd | | | | |
| City: | San Francisco | Zip Code: | 94102 | County: | San Francisco | Latitude: | 37.781884 | Longitude: | -122.4232179 |
| Census Tracts: | 6075016000 | | | | | | | | |
| APNs | 0744-006 | | | | | | | | |

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

The Better Market Street project Transportation Related Amenities improves transit accessibility . The existing transit boardings on Market St. do not have enough width to permit people in wheelchairs from to boarding and alight from buses, with thousands of riders per day inconvenienced and many people who use wheelchairs fully unable to use the stops. This project would install new bus bulbouts that would provide accessibility and improve all bus riders' circulation and comfort.

TRA Project #2? No

TRA Project #3? No

Quantity of new or repaired TRA facilities funded by AHSC

| | | | | | | | |
|--|---|------------------|--|---------------------------|---|--------------|--|
| Bus Bulb-Outs | 4 | Street lights | | Street trees or plantings | 5 | Bus Shelters | |
| Bicycle Parking At Transit | | Bus Stop Benches | | | | | |
| Amount of TRA funds along block face(s) that include a Transit Station or Stop | | \$1,500,000 | | | | | |

Program Costs (PGM)

| | | | | | | | | |
|---------------|----------------------|-----------|-------|----------|---------------|-----------------------|----------------------|--|
| Program Name: | AHD Resident Support | | | Address: | 850 Turk St | | | |
| City: | San Francisco | Zip Code: | 94102 | County: | San Francisco | Proposed program type | AHD resident support | |

Program Description
In addition to the basic resident services offered to AHD residents, this program will provide instructor-led adult education, health and wellness, or skill building classes. This 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. Excludes: Drop-in computer labs, monitoring or technical assistance.

Who are the targeted users for the Program

The targeted users are residents of the AHD. The programming will occur at the AHD project, typically in the community room, learning center and/or courtyard.

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

The PGM hosts classes onsite at the AHD specifically to break down some of the barriers preventing low-income residents from attending these courses: onsite classes mean no transportation/transit scheduling, no child care issues, and no costs. These three reasons are each on their own enough to discourage low-income residents from taking courses that may improve their quality of life; combined, they are a formidable barrier. Onsite in-person classes break down this barrier and give the AHD resident the option to better their lives.

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

No challenges were encountered in identifying this PGM scope.

PGM #2? Yes

| | | | | | | | | |
|---------------|------------------------------|-----------|-------|----------|---------------|-----------------------|---|--|
| Program Name: | Transit Passes for Residents | | | Address: | 850 Turk St | | | |
| City: | San Francisco | Zip Code: | 94102 | 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

Project Overview

V1 1/30/23

| | | | | | | | |
|---------------|---|-----------|-------|----------|---------------|-----------------------|------------------------------|
| PGM #3? | <input checked="" type="checkbox"/> Yes | | | | | | |
| Program Name: | Anti-Displacement | | | Address: | 850 Turk St | | |
| City: | San Francisco | Zip Code: | 94102 | 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? | <input checked="" type="checkbox"/> Yes | | | | | | |
| Program Name: | Workforce Development | | | Address: | 850 Turk St | | |
| City: | San Francisco | Zip Code: | 94102 | County: | San Francisco | Proposed program type | Workforce Development |

Program Description
 Mission Hiring Hall serves as the construction sector coordinator to the San Francisco Office of Economic and Workforce Development. In this role Mission Hiring Hall is responsible for the targeted recruitment in underserved communities sharing the opportunities available in the construction sector. Candidates are supported throughout the application process and once accepted into construction training, trainees learn foundational skill, and obtain industry-recognized trade certifications and are able to enter the construction trades as apprentices.

Who are the targeted users for the Program
 The program will outreach to targeted populations including, but not limited to disadvantaged communities, justice involved, women, veterans and residents from underrepresented population in the neighborhood.

What is the issue or need that the Program is attempting to address, and how will it successfully address this issue or need?
 The goal of the program is to address the lack of equity and representation in sustainable employment pathways within the hyper local and local community. The opportunity for training and placement in the construction sector will lift local residents out of chronic underemployment by working to identify and address barriers making the pathway accessible to local populations

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 within 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.
 850 Turk St

Negative points may be assessed 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 |
|--|-----------------------|----------------|--------------|--------------|----------|------------------------------------|---------------------|
| Multifamily Housing Program | No | No | \$27,166,080 | | No | | |
| Infill Infrastructure Program | Yes | No | | \$8,091,600 | Yes | 2/9/2023 | 22-IIG-17683 |
| Excess Sites Local Government Matching Grant | No | No | | \$10,000,000 | Yes | 6/23/2022 | 21-LGMG-17458 |

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% | | Proposed equity investor contribution (\$) | | \$39,394,021 | Anticipated tax credit factor | | \$0.9200 | | |
| Federal | Yes | | | Proposed equity investor contribution (\$) | | \$16,821,078 | Anticipated tax credit factor | | \$0.8000 | | |
| State | Yes | | | | | | | | | | |
| Timeframe for applying for 4% Tax Credits | | | Proposed month | | February | Proposed year | | 2024 | 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? |
| 92 | 91 | 0.43 | Acres | 0 | Per Acre | None | N/A | Permanent | No | No | No |
| Operating Subsidy? | | No | | HUD 811 Project? | | No | | Any type of demolition required? | | Yes | |
| Describe any demolition to be completed (including any structures, parking lots, signage, or billboards to be demolished). | | | | | | | | | | | |
| The existing single-story parking structure owned and utilized by the California Employment Development Department will be demolished prior to construction of the affordable housing development. | | | | | | | | | | | |
| Number of buildings? | | 1 | | Total building(s) stories? | | 8 | | Number of elevators? | | 2 | |
| Total Commercial square feet? | | 0 | | Total Residential Rental square feet? | | 62,692 | | Total Homeownership square Feet? | | 0 | |
| Total Mixed-use Space (square feet) | | 0 | | | | | | Total Residential Non-rental square feet? | | 36,027 | |
| <p>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).</p> | | | | | | | | | | | |
| 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? | N/A | |
| 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
- 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
- (2) 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.
- Single purpose entities not meeting the requirements of a special purpose entity pursuant to **UMR §8313.2**, whether serving as an intermediate entity within
- (A) 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 | MidPen Housing 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 | | | |

Project Overview

V1 1/30/23

| | | | | |
|-----------|----------------------------|---|------------------|-----|
| 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 | Locality | 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 | MP Turk Street Associates, 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? | Yes |

| | | | | |
|---------------------------------|----------------------------|---|------------------|-----|
| Managing General Partner | Entity name | MP Turk Street Associates, 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? | Yes |

| | | | | |
|--|-------------|-----|--|--|
| 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 | MidPen Housing Corporation | Developer |
| Applicant #2 | Mayors Office of Housing and Community Development (City & County of San Francisco) | Locality |
| Owner / Borrower Entity | MP Turk Street Associates, L.P. | Developer |
| Managing General Partner | N/A | Developer |
| Manager of LLC | Mid-Penninsula Hermanas, Inc. | Developer |
| Transit Agency Partner (applicable to STI and TRA components) | San Francisco Municipal Transportation Agency | |
| Property Management Agent | MidPen Property Management Corporation | |
| Financial Consultant | California Housing Partnership | |
| Lead (primary) Service Provider | MidPen Resident Services Corporation | |
| Borrower Legal Counsel | Gubb & Barshay LLC | |
| General Contractor | Cahill General Contractors | |
| Architect | David Baker Architects | |
| 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 | 303 Vintage Park Dr STE 250, Foster City, CA 94404 USA | Foster City | CA | 94404 |
| Public Agency | 1 South Van Ness Avenue, 5th Floor | San Francisco | CA | 94103 |
| Limited Partnership | 303 Vintage Park Dr STE 250, Foster City, CA 94404 USA | Foster City | CA | 94404 |
| Limited Liability Company | 303 Vintage Park Dr STE 250, Foster City, CA 94404 USA | Foster City | CA | 94404 |
| Non-profit Corporation | 303 Vintage Park Dr STE 250, Foster City, CA 94404 USA | Foster City | CA | 94404 |
| | 1 South Van Ness Avenue, 7th Floor | San Francisco | CA | 94103 |
| | 303 Vintage Park Dr STE 250, Foster City, CA 94404 USA | Foster City | CA | 94404 |
| | 369 Pine Street, Suite 300 | San Francisco | CA | 94104 |
| | 303 Vintage Park Dr STE 250, Foster City, CA 94404 USA | Foster City | CA | 94404 |
| | 235 Montgomery Street, Suite 1110 | San Francisco | CA | 94104 |
| | 425 California St, Suite 2200 | San Francisco | CA | 942104 |
| | 461 Second Street #127 | San Francisco | CA | 94107 |
| | | | | |
| | | | | |
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| District # | State Assembly Member Name(s) | District # |
|------------|-------------------------------|------------|
| 11 | Matt Haney | 17 |
| | | |
| | | |

End of Document

| Auth Rep Name | Title | Email | Phone # | Contact Name |
|---------------------|---------------------------------|--|----------------|---------------------|
| Shwetha Subramanian | Assistant Secretary | shwetha.subramanian@midpen-housing.org | 510-426-5677 | Lisa Howlett |
| Sara Amaral | Director of Housing Development | sara.amaral@sfgov.org | (628) 652-5808 | Anne Romero |
| Shwetha Subramanian | Assistant Secretary | shwetha.subramanian@midpen-housing.org | 510-426-5677 | Lisa Howlett |
| Shwetha Subramanian | Assistant Secretary | shwetha.subramanian@midpen-housing.org | 510-426-5677 | Lisa Howlett |
| Shwetha Subramanian | Assistant Secretary | shwetha.subramanian@midpen-housing.org | 510-426-5677 | Lisa Howlett |
| | | | | Emily Heard |
| | | | | Kasey Archey |
| | | | | Dave Kiddoo |
| | | | | Ann Goggins Gregory |
| | | | | Evan Gross |
| | | | | Casey Kasten |
| | | | | Daniel Simons |
| | | | | |
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| Title | Email | Phone # | Contact Address | City |
|--|--|---------------------|------------------------------------|---------------|
| Project Manager | lhowlett@midpen-housing.org | 650-339-5721 | 1970 Broadway, Suite 100 | Oakland |
| Project Manager | anne.romero@sfgov.com | 415-203-4951 | 1 South Van Ness Avenue, 5th Floor | San Francisco |
| Project Manager | lhowlett@midpen-housing.org | 650-339-5721 | 1970 Broadway, Suite 100 | Oakland |
| Project Manager | lhowlett@midpen-housing.org | 650-339-5721 | 1970 Broadway, Suite 100 | Oakland |
| Project Manager | lhowlett@midpen-housing.org | 650-339-5721 | 1970 Broadway, Suite 100 | Oakland |
| Manager, Funding Strategy & Programs | emily.heard@sfmta.com | 415-701-2311 | | |
| Senior Vice President of Property | kasey.archey@midpen-housing.org | 650-356-2900 | | |
| Senior Director, Financial Consulting | dkiddoo@chpc.net | 510-859-8097 | | |
| Senior Vice President of Resident Services | ann.gregory@midpen-housing.org | 650-356-2900 | | |
| Partner | egross@gubbandbarshay.com | 415.781.6600 ext. 6 | | |
| Project Director | ckasten@cahill-sf.com | 415-497-5484 | | |
| Principal | danielsimons@dbarchitect.com | 415.799.4585 | | |
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| State | Zip Code |
|-------|----------|
| CA | 94612 |
| CA | 94103 |
| CA | 94612 |
| CA | 94612 |
| CA | 94612 |
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850 Turk Street Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001038

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

| Cost Category | ALL FUNDING SOURCES | | | | | | | Sources Total | Comments |
|---------------|---------------------|--------------|---|---|---|---|---|---------------|----------|
| | AHSC STI Grant | General Fund | 0 | 0 | 0 | 0 | 0 | | |

| STI BUDGET #1 - Better Market Street - Sustainable Transportation Infrastructure | | | | | | | | |
|--|--------------------|--------------------|------------|------------|------------|------------|------------|--------------------|
| 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 (planning and design) | \$1,857,000 | \$1,043,000 | | | | | | \$2,900,000 |
| Other Soft Costs (Specify) | | | | | | | | \$0 |
| Other Soft Costs (Specify) | | | | | | | | \$0 |
| Other Soft Costs (Specify) | | | | | | | | \$0 |
| Total Soft Costs | \$1,857,000 | \$1,043,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,900,000 |
| 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 (Curb, crosswalk, ramps) | \$330,000 | | | | | | | \$330,000 |
| Other Complete Street Improvements (Bike lanes) | \$220,440 | \$439,560 | | | | | | \$660,000 |
| Total Complete Streets Improvements - Construction | \$550,440 | \$439,560 | \$0 | \$0 | \$0 | \$0 | \$0 | \$990,000 |
| Striping/Barricades (for dedicated bus lanes) | | | | | | | | \$0 |
| Sidewalk, Curb and Gutter | | | | | | | | \$0 |
| Street Lights | | | | | | | | \$0 |
| Signage | | | | | | | | \$0 |
| Signaling Prioritization Technology | | | | | | | | \$0 |
| Boarding infrastructure | | \$120,000 | | | | | | \$120,000 |
| Seating/Benches | | | | | | | | \$0 |
| Bus/Transit Shelters | | | | | | | | \$0 |
| Vehicles | | | | | | | | \$0 |
| Other ITS Technology | | | | | | | | \$0 |

850 Turk Street Sustainable Transportation Infrastructure (STI) Sources and Uses Budget App AHSC0001038

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 | General Fund | 0 | 0 | 0 | 0 | 0 | Sources Total | |
| Other Transit and Station Areas (Transit Signal Prioritization, inc) | \$4,399,560 | \$1,142,440 | | | | | | \$5,542,000 | |
| Other Transit and Station Areas (Specify) | | | | | | | | \$0 | |
| Total Transit and Station Areas - Construction | \$4,399,560 | \$1,262,440 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,662,000 | |
| Urban Greening (Trees) | \$200,000 | | | | | | | \$200,000 | |
| Urban Greening (Specify) | | | | | | | | \$0 | |
| Urban Greening (Specify) | | | | | | | | \$0 | |
| Total Urban Greening | \$200,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$200,000 | |
| 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 (Project Delivery) | \$693,000 | \$255,000 | | | | | | \$948,000 | |
| Other Activity Costs (Specify) | | | | | | | | \$0 | |
| Total Activity Delivery Costs | \$693,000 | \$255,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$948,000 | |
| 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 | |
| Better Market Street - Sustainable Transportation Infrastructure Total Budgeted Project Costs | \$7,700,000 | \$3,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$10,700,000 | |

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.

Urban greening will be the addition of street trees and drought tolerant and native species landscaping.

| TOTAL SUSTAINABLE TRANSPORTATION INFRASTRUCTURE (STI) BUDGET | | | | | | | | | | |
|--|-------------|-------------|-----|-----|-----|-----|-----|-----|--------------|--|
| Total Soft Costs | \$1,857,000 | \$1,043,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,900,000 | |
| Total Site Preparation | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Total Site Utilities | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Total Complete Streets Improvements - Construction | \$550,440 | \$439,560 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$990,000 | |
| Total Transit and Station Areas - Construction | \$4,399,560 | \$1,262,440 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$5,662,000 | |
| Total Urban Greening | \$200,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$200,000 | |
| Total Impact Fees | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Total Activity Delivery Costs | \$693,000 | \$255,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$948,000 | |
| Total Other Capital Asset Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Total STI Budgeted Project Costs | \$7,700,000 | \$3,000,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$10,700,000 | |

End of Document

850 Turk Street Transportation Related Amenities (TRA) Sources and Uses Budget App AHSC0001038

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 | 0 | 0 | 0 | 0 | 0 | 0 | Sources Total | |

| TRA BUDGET #1 - Better Market Street - Transit Related Amenities | | | | | | | | | | | |
|--|--------------------|------------|------------|------------|------------|------------|------------|------------|--------------------|--|--|
| 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 (planning, design, and overhead) | \$150,000 | | | | | | | | \$150,000 | | |
| Other Soft Costs (Specify) | | | | | | | | | \$0 | | |
| Other Soft Costs (Specify) | | | | | | | | | \$0 | | |
| Other Soft Costs (Specify) | | | | | | | | | \$0 | | |
| Total Soft Costs | \$150,000 | \$0 | \$150,000 | | |
| 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 | \$0 | | |
| Sanitary Sewer | | | | | | | | | \$0 | | |
| Irrigation | | | | | | | | | \$0 | | |
| Storm Drain | | | | | | | | | \$0 | | |
| Detention Basin/Culverts | | | | | | | | | \$0 | | |
| Other Site Utilities (Specify) | | | | | | | | | \$0 | | |
| Total Site Utilities | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| Aggregate Base | | | | | | | | | \$0 | | |
| Asphalt Pavement | | | | | | | | | \$0 | | |
| Sidewalk, Curb and Gutter | | | | | | | | | \$0 | | |
| Street Lights | | | | | | | | | \$0 | | |
| Striping/Barricades (Bicycle Facilities) | | | | | | | | | \$0 | | |
| Signage | | | | | | | | | \$0 | | |
| Crossing and Traffic Signals | | | | | | | | | \$0 | | |
| Roundabouts, median islands or curb extensions | | | | | | | | | \$0 | | |
| Other traffic calming surface improvements | | | | | | | | | \$0 | | |
| Other Street Improvements (Specify) | | | | | | | | | \$0 | | |
| Total Complete Streets Improvements - Construction | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | | |
| Striping/Barricades (for dedicated bus lanes) | | | | | | | | | \$0 | | |
| Sidewalk, Curb, and Gutter | | | | | | | | | \$0 | | |
| Street Lights | | | | | | | | | \$0 | | |
| Signage | | | | | | | | | \$0 | | |
| Signaling Prioritization Technology | | | | | | | | | \$0 | | |
| Boarding infrastructure | \$1,200,000 | | | | | | | | \$1,200,000 | | |
| Seating/Benches | | | | | | | | | \$0 | | |
| Bus/Transit Shelters | | | | | | | | | \$0 | | |
| Other ITS Technology | | | | | | | | | \$0 | | |
| Other Transit Station or Stop (Specify) | | | | | | | | | \$0 | | |
| Other Transit Station or Stop (Specify) | | | | | | | | | \$0 | | |
| Total Transit Station or Stop - Construction | \$1,200,000 | \$0 | \$1,200,000 | | |

850 Turk Street Transportation Related Amenities (TRA) Sources and Uses Budget App AHSC0001038

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 | 0 | 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 | |
| Other Activity Costs (Project Delivery) | \$150,000 | | | | | | | \$150,000 | |
| Other Activity Costs (Specify) | | | | | | | | \$0 | |
| Total Activity Delivery Costs | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$150,000 | |
| 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 | |
| Better Market Street - Transit Related Amenities Total Budgeted Project Costs | \$1,500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,500,000 | |

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.

TOTAL TRANSPORTATION RELATED AMENITIES (TRA) BUDGET

| | | | | | | | | | |
|--|--------------------|------------|------------|------------|------------|------------|------------|--------------------|--|
| Total Soft Costs | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$150,000 | |
| 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 | \$1,200,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,200,000 | |
| 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 | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$150,000 | |
| Total Other Capital Asset Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Total TRA Budgeted Project Costs | \$1,500,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,500,000 | |

End of Document

Amounts from each budget will autosum at the bottom. The sum will be used to determine the total PGM funds requested.

| Cost Category | ALL FUNDING SOURCES | | | | | | | | Sources Total | Comments |
|---------------|---------------------|---|---|---|---|---|---|---|---------------|----------|
| | AHSC PGM Grant | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | |

PGM BUDGET #1 - AHD Resident Support

| | | | | | | | | | | |
|--|-----------|-----|-----|-----|-----|-----|-----|-----|-----------|--|
| Direct Staff Cost (salary and benefits) | \$78,624 | | | | | | | | \$78,624 | |
| Direct Staff Cost (Specify) | | | | | | | | | \$0 | |
| Direct Staff Cost (Specify) | | | | | | | | | \$0 | |
| Direct Staff Cost (Specify) | | | | | | | | | \$0 | |
| Direct Staff Cost (Specify) | | | | | | | | | \$0 | |
| Total Direct Staff Costs | \$78,624 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$78,624 | |
| Other Indirect Staff Cost (training, office supplies, communication) | \$2,385 | | | | | | | | \$2,385 | |
| Other Indirect Staff Cost (Specify) | | | | | | | | | \$0 | |
| Other Indirect Staff Cost (Specify) | | | | | | | | | \$0 | |
| Total Indirect Staff Costs | \$2,385 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,385 | |
| Total Staff Costs | \$81,009 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$81,009 | |
| Travel | \$800 | | | | | | | | \$800 | |
| Equipment | | | | | | | | | \$0 | |
| Required Transit Passes/Cards (see cell comment) | | | | | | | | | \$0 | |
| Other Transit Passes | | | | | | | | | \$0 | |
| Supplies (event materials, food and resident transportation) | \$4,506 | | | | | | | | \$4,506 | |
| Supplies (Specify) | | | | | | | | | \$0 | |
| Other Capital Costs (Partner contracts, supervision & corporate) | \$63,685 | | | | | | | | \$63,685 | |
| 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 | \$68,991 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$68,991 | |
| AHD Resident Support Total Budgeted Project Costs | \$150,000 | \$0 | \$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 | \$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 | \$0 | |
| Total Staff Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Travel | | | | | | | | | \$0 | |
| Equipment | | | | | | | | | \$0 | |
| Required Transit Passes/Cards (see cell comment) | \$321,048 | | | | | | | | \$321,048 | |
| 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 | \$321,048 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$321,048 | |
| Transit Passes for Residents Total Budgeted Project Costs | \$321,048 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$321,048 | |

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 | \$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 | \$0 | |
| Total Staff Costs | \$150,000 | \$0 | \$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 | \$0 | |
| Anti-Displacement Total Budgeted Project Costs | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$150,000 | |

PGM BUDGET #4 - Workforce Development

| | | | | | | | | | | |
|-----------------------------|----------|--|--|--|--|--|--|--|----------|--|
| Direct Staff Cost (Staff) | \$38,000 | | | | | | | | \$38,000 | |
| Direct Staff Cost (Specify) | | | | | | | | | \$0 | |
| Direct Staff Cost (Specify) | | | | | | | | | \$0 | |
| Direct Staff Cost (Specify) | | | | | | | | | \$0 | |
| Direct Staff Cost (Specify) | | | | | | | | | \$0 | |

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 | \$38,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$38,000 | |
| Other Indirect Staff Cost (overhead) | \$12,540 | | | | | | | \$12,540 | |
| Other Indirect Staff Cost (Specify) | | | | | | | | \$0 | |
| Other Indirect Staff Cost (Specify) | | | | | | | | \$0 | |
| Total Indirect Staff Costs | \$12,540 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$12,540 | |
| Total Staff Costs | \$50,540 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$50,540 | |
| Travel | \$500 | | | | | | | \$500 | |
| Equipment | \$2,500 | | | | | | | \$2,500 | |
| Required Transit Passes/Cards (see cell comment) | | | | | | | | \$0 | |
| Other Transit Passes | | | | | | | | \$0 | |
| Supplies (Job training materials) | \$5,000 | | | | | | | \$5,000 | |
| Supplies (Specify) | | | | | | | | \$0 | |
| Other Capital Costs (barrier removal funds, uniform/tools, emplo | \$91,460 | | | | | | | \$91,460 | |
| 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 | \$99,460 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$99,460 | |
| Workforce Development Total Budgeted Project Costs | \$150,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$150,000 | |

| TOTAL PROGRAMS (PGM) BUDGET | | | | | | | | | | |
|----------------------------------|-----------|-----|-----|-----|-----|-----|-----|-----|-----------|--|
| Total Direct Staff Costs | \$266,624 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$266,624 | |
| Total Indirect Staff Costs | \$14,925 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$14,925 | |
| Total Other Capital Costs | \$489,499 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$489,499 | |
| Total PGM Budgeted Project Costs | \$771,048 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$771,048 | |

End of Document

| | | | | | | | | |
|-----|----------|----------|----------|----------|----------|----------|----------|----------|
| 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 Francisco | \$3,099 | \$3,321 | \$3,985 | \$4,605 | \$5,137 | \$5,667 |
| San Francisco | \$2,936 | \$3,146 | \$3,775 | \$4,362 | \$4,866 | \$5,369 |
| San Francisco | \$2,773 | \$2,971 | \$3,565 | \$4,120 | \$4,596 | \$5,071 |
| San Francisco | \$2,610 | \$2,797 | \$3,356 | \$3,878 | \$4,326 | \$4,773 |
| San Francisco | \$2,446 | \$2,622 | \$3,146 | \$3,635 | \$4,055 | \$4,474 |
| San Francisco | \$2,283 | \$2,447 | \$2,936 | \$3,393 | \$3,785 | \$4,176 |
| San Francisco | \$2,120 | \$2,272 | \$2,726 | \$3,150 | \$3,514 | \$3,878 |
| San Francisco | \$1,957 | \$2,097 | \$2,517 | \$2,908 | \$3,244 | \$3,579 |
| San Francisco | \$1,794 | \$1,922 | \$2,307 | \$2,666 | \$2,974 | \$3,281 |
| San Francisco | \$1,631 | \$1,748 | \$2,097 | \$2,423 | \$2,703 | \$2,983 |
| San Francisco | \$1,468 | \$1,573 | \$1,887 | \$2,181 | \$2,433 | \$2,684 |
| San Francisco | \$1,305 | \$1,398 | \$1,678 | \$1,939 | \$2,163 | \$2,386 |
| San Francisco | \$1,141 | \$1,223 | \$1,468 | \$1,696 | \$1,892 | \$2,088 |
| San Francisco | \$978 | \$1,048 | \$1,258 | \$1,454 | \$1,622 | \$1,789 |
| San Francisco | \$815 | \$874 | \$1,048 | \$1,211 | \$1,351 | \$1,491 |
| San Francisco | \$652 | \$699 | \$839 | \$969 | \$1,081 | \$1,193 |
| San Francisco | \$489 | \$524 | \$629 | \$727 | \$811 | \$894 |

| | | | | | | | | |
|-------------|----------|----------|----------|----------|----------|----------|-----------|-----------|
| Santa Barba | \$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

| Development Sources | | | | Construction Totals | | | Construction Terms | | | Permanent Terms | | | | | | Details of Deferred Costs | | | | | | | | |
|---------------------|-------------|------------|----------------------------------|---------------------|----------|--------------------|--------------------|--------------|---------------|------------------|--------------------|------|------|--------------------------|------|---------------------------|-----------------------------------|----------------------------------|-------------------|-----------------|-------------|-------------|------------------------------------|--|
| | | | | \$93,189,009 | \$0 | \$93,189,009 | | | | | | | | | | \$45,531,352 | \$5,627,322 | | | | | | | |
| | | | | \$93,189,009 | \$0 | \$93,189,009 | | | | | | | | | | \$45,531,352 | \$5,627,322 | | | | | | | |
| Construction | Commitment? | AHD vs HRI | Source Name (Ien priority order) | Source Type | Loan 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 | | | | | | | | | | | | | | | | | | | | |
| Construction | Yes | AHD | Tax-Exempt Construction Loan | Private | 1 | \$42,966,352 | | \$42,966,352 | 7.85% | Interest Only | 31 | | | | | | | | | \$42,966,352 | \$0 | | | |
| Construction | Yes | AHD | Taxable Construction Loan | Private | 2 | \$26,564,915 | | \$26,564,915 | 7.85% | Interest Only | 31 | | | | | | | | | | \$0 | \$0 | | |
| Construction | Yes | AHD | HCD IIG Loan | State-HCD | 3 | \$1,217,000 | | \$1,217,000 | 0.00% | Deferred | 31 | | | | | | | | | | \$0 | \$0 | | |
| Construction | Yes | AHD | HCD LGMG Sponsor Loan | State-HCD | 4 | \$6,880,000 | | \$6,880,000 | 0.00% | Deferred | 31 | | | | | | | | | | \$0 | \$0 | | |
| Construction | Yes | AHD | Impact Fee Waiver | Local Fee Waiver | | \$1,236,960 | | \$1,236,960 | | | | | | | | | | | | | \$0 | \$0 | | |
| Construction | Yes | AHD | Deferred Developer Fees | Other | | \$3,074,850 | | \$3,074,850 | | | | | | | | | | | | | \$0 | \$0 | | |
| Construction | Yes | AHD | Other Deferred Costs | | | \$5,627,322 | | \$5,627,322 | | | | | | | | | | | | | \$0 | \$5,627,322 | TCAC fees, Developer fee, reserves | |
| Construction | Yes | AHD | Developer Fee Contribution | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Construction | Yes | AHD | GP Equity | Other | | \$100 | | \$100 | | | | | | | | | | | | | | \$0 | \$0 | |
| Construction | Yes | AHD | Gross Tax Credit Equity | 4% tax credits | | \$5,621,510 | | \$5,621,510 | | | | | | | | | | | | | | \$0 | \$0 | |
| Permanent | | | | | | | | | | | | | | | | | | | | | | | | |
| Permanent | No | HRI | AHSC HRI Grant | State-HCD | | | | | | | | | | | | | | | | | | | | |
| Permanent | No | AHD | AHSC AHD Funding | State-HCD | 2 | \$22,000,000 | | \$22,000,000 | 3.00% | Fixed for Term | 55 | | RR | 55 | | | \$92,400 | | | | \$0 | | | |
| Permanent | Yes | AHD | Tax-Exempt Bond Loan | Private | 1 | \$2,565,000 | | \$2,565,000 | 7.05% | Fixed for Term | 15 | | FAM | 15 | | | \$277,520 | | | | \$2,565,000 | | | |
| Permanent | Yes | AHD | HCD IIG Loan | State-HCD | 3 | \$1,217,000 | | \$1,217,000 | 0.00% | Fixed for Term | 55 | | RR | 55 | | | \$0 | | | | \$0 | | | |
| Permanent | Yes | AHD | HCD LGMG Sponsor Loan | State-HCD | 4 | \$6,880,000 | | \$6,880,000 | 0.00% | Fixed for Term | 55 | | RR | 55 | | | \$0 | | | | \$0 | | | |
| Permanent | Yes | AHD | Impact Fee Waiver | Local Fee Waiver | | \$1,236,960 | | \$1,236,960 | | | | | | | | | | | | | | \$0 | \$0 | |
| Permanent | Yes | AHD | Deferred Developer Fees | Other | | \$3,074,850 | | \$3,074,850 | | | | | | | | | | | | | | \$0 | \$0 | |
| Permanent | Yes | AHD | Developer Fee Contribution | | | | | | | | | | | | | | | | | | | \$0 | \$0 | |
| Permanent | Yes | AHD | GP Equity | Other | | \$100 | | \$100 | | | | | | | | | | | | | | \$0 | \$0 | |
| Permanent | Yes | AHD | Gross Tax Credit Equity | 4% tax credits | | \$56,215,099 | | \$56,215,099 | | | | | | | | | | | | | | \$0 | \$0 | |

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 | \$1 | \$1 | | | | |
| Demolition | \$239,000 | \$239,000 | | | | |
| Legal | \$35,000 | \$35,000 | | | | |
| Land Lease Rent Prepayment | \$0 | | | | | |
| Total Land Cost or Value | \$274,001 | \$274,001 | \$0 | | | |
| Existing Improvements Cost or Value | \$0 | | | | | |
| Off-Site Improvements | \$740,000 | \$740,000 | | \$740,000 | | |
| Total Acquisition Cost | \$740,000 | \$740,000 | \$0 | | \$0 | |
| Total Land Cost / Acquisition Cost | \$1,014,001 | \$1,014,001 | \$0 | | | |
| Predevelopment Interest/Holding Cost | \$0 | | | | | |
| Assumed, Accrued Interest on Existing Debt (Rehab/Acq) | \$0 | | | | | |
| Excess Purchase Price Over Appraisal | \$0 | | | | | |
| REHABILITATION | | | | | | |
| Site Work | \$0 | | | | | |
| Structures | \$0 | | | | | |
| General Requirements | \$0 | | | | | |
| Contractor Overhead | \$0 | | | | | |
| Contractor Profit | \$0 | | | | | |
| Prevailing Wages | \$0 | | | | | |
| General Liability Insurance | \$0 | | | | | |
| Urban Greening | \$0 | | | | | |
| Other Rehabilitation (Specify) | \$0 | | | | | |
| Other Rehabilitation (Specify) | \$0 | | | | | |
| Other Rehabilitation (Specify) | \$0 | | | | | |
| Total Rehabilitation Costs | \$0 | \$0 | \$0 | \$0 | \$0 | |
| Total Relocation Expenses | \$0 | | | | | |
| NEW CONSTRUCTION | | | | | | |
| Site Work | \$3,443,000 | \$3,443,000 | | \$3,443,000 | | |
| Structures | \$52,359,081 | \$52,359,081 | | \$52,359,081 | | |
| General Requirements | \$3,862,150 | \$3,862,150 | | \$3,862,150 | | |
| Contractor Overhead | \$365,664 | \$365,664 | | \$365,664 | | |
| Contractor Profit | \$1,096,990 | \$1,096,990 | | \$1,096,990 | | |
| Prevailing Wages | \$0 | | | | | |
| General Liability Insurance | \$1,266,619 | \$1,266,619 | | \$1,266,619 | | |
| Urban Greening | \$40,000 | \$40,000 | | \$40,000 | | |
| Photovoltaic System | \$371,800 | \$371,800 | | \$371,800 | | |
| Other New Construction (Specify) | \$0 | | | | | |
| Other New Construction (Specify) | \$0 | | | | | |
| Total New Construction Costs | \$62,805,304 | \$62,805,304 | \$0 | \$62,805,304 | \$0 | |
| ARCHITECTURAL FEES | | | | | | |
| Design | \$1,350,000 | \$1,350,000 | | \$1,350,000 | | |
| Supervision | \$777,500 | \$777,500 | | \$777,500 | | |
| Total Architectural Costs | \$2,127,500 | \$2,127,500 | \$0 | \$2,127,500 | \$0 | |
| Total Survey & Engineering | \$800,000 | \$800,000 | | \$800,000 | | |
| CONSTRUCTION INTEREST & FEES | | | | | | |
| Construction Loan Interest | \$8,102,845 | \$8,102,845 | | \$4,009,192 | | Portion of interest, legal and fees attributable to post-PIS period is not basis-eligible |
| Origination Fee | \$521,485 | \$521,485 | | \$258,024 | | |
| Credit Enhancement/Application Fee | \$0 | | | | | |
| Bond Premium | \$0 | | | | | |
| Cost of Issuance | \$403,800 | \$403,800 | | | | |
| Title & Recording | \$60,000 | \$60,000 | | \$60,000 | | |
| Taxes | \$25,000 | \$25,000 | | \$25,000 | | |
| Insurance | \$847,232 | \$847,232 | | \$847,232 | | |
| Employment Reporting | \$0 | | | | | |
| Lender Legal/Expenses | \$125,000 | \$125,000 | | \$61,848 | | |
| Other Construction Int. & Fees (Specify) | \$0 | | | | | |
| Total Construction Interest & Fees | \$10,085,362 | \$10,085,362 | \$0 | \$5,261,296 | \$0 | |
| PERMANENT FINANCING | | | | | | |
| Loan Origination Fee | \$19,238 | \$19,238 | | | | |
| Credit Enhancement/Application Fee | \$0 | | | | | |
| Title & Recording | \$15,000 | \$15,000 | | | | |
| 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 |
|---------------------------------------|---------------------|-------------------|------------------|-----------------------------|-------------------------|--|
| Lender Legal/Expenses | \$40,000 | \$40,000 | | | | |
| Other Perm. Financing Costs (Specify) | \$0 | | | | | |
| Total Permanent Financing Costs | \$74,238 | \$74,238 | \$0 | | | |
| Subtotals Forward | \$76,906,405 | \$76,906,405 | \$0 | \$71,734,100 | \$0 | |
| LEGAL FEES | | | | | | |
| Legal Paid by Applicant | \$230,000 | \$230,000 | | \$95,000 | | Legal related to perm financing and syndication is not basis-eligible |
| Other Attorney Costs (Specify) | \$0 | | | | | |
| Other Attorney Costs (Specify) | \$0 | | | | | |
| Other Attorney Costs (Specify) | \$0 | | | | | |
| Total Attorney Costs | \$230,000 | \$230,000 | \$0 | \$95,000 | \$0 | |
| RESERVES | | | | | | |
| Operating Reserve | \$412,500 | \$412,500 | | | | |
| Replacement Reserve | \$46,000 | \$46,000 | | | | |
| Transition Reserve Pool Fee | \$0 | | | | | |
| Rent Reserve | \$0 | | | | | |
| Services Reserve | \$3,326,102 | \$3,326,102 | | | | |
| Other Reserve Costs (Specify) | \$0 | | | | | |
| Other Reserve Costs (Specify) | \$0 | | | | | |
| Total Reserve Costs | \$3,784,602 | \$3,784,602 | \$0 | | | |
| CONTINGENCY COSTS | | | | | | |
| Construction Hard Cost Contingency | \$2,595,531 | \$2,595,531 | | \$2,595,531 | | |
| Soft Cost Contingency | \$448,214 | \$448,214 | | \$448,214 | | |
| Total Contingency Costs | \$3,043,745 | \$3,043,745 | \$0 | \$3,043,745 | \$0 | |
| OTHER PROJECT COSTS | | | | | | |
| TCAC App/Allocation/Monitoring Fees | \$81,544 | \$81,544 | | | | Waived impact fees are not basis-eligible; market study, accounting, and syndication consulting are syndication costs and not basis-eligible |
| Environmental Audit | \$170,000 | \$170,000 | | \$170,000 | | |
| Local Development Impact Fees | \$2,213,863 | \$2,213,863 | | \$976,903 | | |
| Permit Processing Fees | \$552,000 | \$552,000 | | \$552,000 | | |
| Capital Fees | \$0 | | | | | |
| Marketing | \$275,000 | \$275,000 | | | | |
| Furnishings | \$192,000 | \$192,000 | | \$192,000 | | |
| Market Study | \$30,000 | \$30,000 | | | | |
| Accounting/Reimbursable | \$20,000 | \$20,000 | | | | |
| Appraisal Costs | \$10,000 | \$10,000 | | \$10,000 | | |
| Broadband Readiness | \$0 | | | | | |
| Wage Monitor | \$55,000 | \$55,000 | | \$55,000 | | |
| Third-Party Construction Supervision | \$250,000 | \$250,000 | | \$250,000 | | |
| Syndication Consulting | \$100,000 | \$100,000 | | | | |
| Other Costs (Specify) | \$0 | | | | | |
| Other Costs (Specify) | \$0 | | | | | |
| Total Other Costs | \$3,949,407 | \$3,949,407 | \$0 | \$2,205,903 | \$0 | |
| SUBTOTAL PROJECT COST | \$87,914,159 | \$87,914,159 | \$0 | \$77,078,748 | \$0 | |
| DEVELOPER COSTS | | | | | | |
| Developer Overhead/Profit | \$5,274,850 | \$5,274,850 | | \$5,274,850 | | |
| 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 | \$5,274,850 | \$5,274,850 | \$0 | \$5,274,850 | \$0 | |
| TOTAL PROJECT COST | \$93,189,009 | \$93,189,009 | \$0 | \$82,353,598 | \$0 | |
| | | | | Eligible Basis: | \$82,353,598 | \$0 |
| | | | | Total Eligible Basis: | \$82,353,598 | |

| | DF 2022 |
|--|-------------|
| Total Developer Fee (equals Total Developer Costs above): | \$5,274,850 |
| Total Developer Fee paid from development funding sources: | \$2,200,000 |
| Deferred Developer Fee payable on a priority basis from available Cash Flow: | \$1,300,000 |
| Deferred Developer Fee payable from allowable 50% Distribution: | \$1,774,850 |
| Developer Fee Contributed as Capital: | \$0 |

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

850 Turk Street AHD and HRI Permanent Sources and Uses App AHSC0001038

Residential Sources and Uses Budget

Commercial Sources

| 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 | HCD IIG Loan | HCD LGMG Sponsor Loan | Impact Fee Waiver | | | | | | | | | Deferred Developer Fees | Developer Fee Contribution | GP Equity | Gross Tax Credit Equity | Total Residential Sources | Residential Costs | Commercial Costs | | | Residential Cost Difference Dev Budget vs. Sources |
|---|--------------------------------|------------------|----------------------|--------------|-----------------------|-------------------|-----|-----|-----|-----|-----|-----|-----|-----|-------------------------|----------------------------|-----------|-------------------------|---------------------------|-------------------|------------------|-----|-----|--|
| | | | | | | | | | | | | | | | | | | | | Total | Total | | | |
| LAND COST/ACQUISITION | | | | | | | | | | | | | | | | | | | | | | | | |
| Land Cost or Value | \$1 | | | | | | | | | | | | | | | | | | \$1 | \$1 | \$1 | \$0 | | \$0 |
| Demolition | \$239,000 | | | | | | | | | | | | | | | | | | \$239,000 | \$239,000 | \$239,000 | \$0 | | \$0 |
| Legal | \$35,000 | | | | | | | | | | | | | | | | | | \$35,000 | \$35,000 | \$35,000 | \$0 | | \$0 |
| Land Lease Rent Prepayment | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Total Land Cost or Value | \$274,001 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$274,001 | \$274,001 | \$274,001 | \$0 | \$0 | \$0 |
| Existing Improvements Cost or Value | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Off-Site Improvements | \$740,000 | | | | | | | | | | | | | | | | | | \$740,000 | \$740,000 | \$740,000 | \$0 | | \$0 |
| Total Acquisition Cost | \$740,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$740,000 | \$740,000 | \$740,000 | \$0 | \$0 | \$0 |
| Total Land Cost / Acquisition Cost | \$1,014,001 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$1,014,001 | \$1,014,001 | \$1,014,001 | \$0 | \$0 | \$0 |
| Predevelopment Interest/Holding Cost | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Assumed, Accrued Interest on Existing Debt (Rehab/Acq) | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Excess Purchase Price Over Appraisal | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |

REHABILITATION

| | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|
| Site Work | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Structures | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| General Requirements | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Contractor Overhead | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Contractor Profit | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Prevailing Wages | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| General Liability Insurance | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Urban Greening | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Other Rehabilitation (Specify) | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Other Rehabilitation (Specify) | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Other Rehabilitation (Specify) | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Total Rehabilitation Costs | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 |
| Total Relocation Expenses | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |

NEW CONSTRUCTION

| | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------------------|--------------|--------------|-------------|-------------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------------|--------------|--------------|-----|-----|-----|
| Site Work | \$3,443,000 | | | \$1,217,000 | | | | | | | | | | | | | | | \$2,226,000 | \$3,443,000 | \$3,443,000 | \$0 | | \$0 |
| Structures | \$52,359,081 | \$22,000,000 | \$2,565,000 | | \$6,880,000 | | | | | | | | | | | | | | \$20,914,081 | \$52,359,081 | \$52,359,081 | \$0 | | \$0 |
| General Requirements | \$3,862,150 | | | | | | | | | | | | | | | | | | \$3,862,150 | \$3,862,150 | \$3,862,150 | \$0 | | \$0 |
| Contractor Overhead | \$365,664 | | | | | | | | | | | | | | | | | | \$365,664 | \$365,664 | \$365,664 | \$0 | | \$0 |
| Contractor Profit | \$1,096,990 | | | | | | | | | | | | | | | | | | \$1,096,990 | \$1,096,990 | \$1,096,990 | \$0 | | \$0 |
| Prevailing Wages | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| General Liability Insurance | \$1,266,619 | | | | | | | | | | | | | | | | | | \$1,266,619 | \$1,266,619 | \$1,266,619 | \$0 | | \$0 |
| Urban Greening | \$40,000 | | | | | | | | | | | | | | | | | | \$40,000 | \$40,000 | \$40,000 | \$0 | | \$0 |
| Photovoltaic System | \$371,800 | | | | | | | | | | | | | | | | | | \$371,800 | \$371,800 | \$371,800 | \$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 | \$62,805,304 | \$22,000,000 | \$2,565,000 | \$1,217,000 | \$6,880,000 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$30,143,304 | \$62,805,304 | \$62,805,304 | \$0 | \$0 | \$0 |

ARCHITECTURAL FEES

| | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------------|-------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-------------|-------------|-------------|-----|-----|-----|
| Design | \$1,350,000 | | | | | | | | | | | | | | | | | | \$1,350,000 | \$1,350,000 | \$1,350,000 | \$0 | | \$0 |
| Supervision | \$777,500 | | | | | | | | | | | | | | | | | | \$777,500 | \$777,500 | \$777,500 | \$0 | | \$0 |
| Total Architectural Costs | \$2,127,500 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,127,500 | \$2,127,500 | \$2,127,500 | \$0 | \$0 | \$0 |
| Total Survey & Engineering | \$800,000 | | | | | | | | | | | | | | | | | | \$800,000 | \$800,000 | \$800,000 | \$0 | | \$0 |

CONSTRUCTION INTEREST & FEES

| | | | | | | | | | | | | | | | | | | | | | | | | |
|--|--------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|-----|--------------|--------------|--------------|-----|-----|-----|
| Construction Loan Interest | \$8,102,845 | | | | | | | | | | | | | | | | | | \$8,102,845 | \$8,102,845 | \$8,102,845 | \$0 | | \$0 |
| Origination Fee | \$521,485 | | | | | | | | | | | | | | | | | | \$521,485 | \$521,485 | \$521,485 | \$0 | | \$0 |
| Credit Enhancement/Application Fee | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Bond Premium | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Cost of Issuance | \$403,800 | | | | | | | | | | | | | | | | | | \$403,800 | \$403,800 | \$403,800 | \$0 | | \$0 |
| Title & Recording | \$60,000 | | | | | | | | | | | | | | | | | | \$60,000 | \$60,000 | \$60,000 | \$0 | | \$0 |
| Taxes | \$25,000 | | | | | | | | | | | | | | | | | | \$25,000 | \$25,000 | \$25,000 | \$0 | | \$0 |
| Insurance | \$847,232 | | | | | | | | | | | | | | | | | | \$847,232 | \$847,232 | \$847,232 | \$0 | | \$0 |
| Employment Reporting | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Lender Legal/Expenses | \$125,000 | | | | | | | | | | | | | | | | | | \$125,000 | \$125,000 | \$125,000 | \$0 | | \$0 |
| Other Construction Int. & Fees (Specify) | \$0 | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Total Construction Interest & Fees | \$10,085,362 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$10,085,362 | \$10,085,362 | \$10,085,362 | \$0 | \$0 | \$0 |

Residential Sources and Uses Budget

Commercial Sources

| USES OF FUNDS <i>Soft cost in red (total AHSC AHD below)</i> \$0 | Total Cost from AHD Dev Budget | AHSC AHD Funding | Tax-Exempt Bond Loan | HCD IIG Loan | HCD LGMG Sponsor Loan | Impact Fee Waiver | | | | | | | | | | | Deferred Developer Fees | Developer Fee Contribution | GP Equity | Gross Tax Credit Equity | Total Residential Sources | Residential Costs | Commercial Costs | | | Residential Cost Difference Dev Budget vs. Sources |
|--|--------------------------------|------------------|----------------------|--------------|-----------------------|-------------------|--|--|--|--|--|--|--|--|--|--|-------------------------|----------------------------|-----------|-------------------------|---------------------------|-------------------|------------------|--|--|--|
| | | | | | | | | | | | | | | | | | | | | | | Total | Total | | | |

PERMANENT FINANCING

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|---------------------------------------|---------------------|---------------------|--------------------|--------------------|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------------|---------------------|---------------------|------------|------------|------------|
| Loan Origination Fee | \$19,238 | | | | | | | | | | | | | | | | | | | | \$19,238 | \$19,238 | \$19,238 | \$0 | | \$0 |
| Credit Enhancement/Application Fee | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Title & Recording | \$15,000 | | | | | | | | | | | | | | | | | | | | \$15,000 | \$15,000 | \$15,000 | \$0 | | \$0 |
| Taxes | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Insurance | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Lender Legal/Expenses | \$40,000 | | | | | | | | | | | | | | | | | | | | \$40,000 | \$40,000 | \$40,000 | \$0 | | \$0 |
| Other Perm. Financing Costs (Specify) | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Total Permanent Financing Costs | \$74,238 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$74,238 | \$74,238 | \$74,238 | \$0 | \$0 | \$0 |
| Subtotals Forward | \$76,906,405 | \$22,000,000 | \$2,565,000 | \$1,217,000 | \$6,880,000 | \$0 | \$44,244,405 | \$76,906,405 | \$76,906,405 | \$0 | \$0 | \$0 |

LEGAL FEES

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------------|------------------|------------------|------------|------------|------------|
| Legal Paid by Applicant | \$230,000 | | | | | | | | | | | | | | | | | | | | \$230,000 | \$230,000 | \$230,000 | \$0 | | \$0 |
| Other Attorney Costs (Specify) | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$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 | \$230,000 | \$0 | \$230,000 | \$230,000 | \$230,000 | \$0 | \$0 | \$0 |

RESERVES

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------------|--------------------|--------------------|------------|------------|------------|
| Operating Reserve | \$412,500 | | | | | | | | | | | | | | | | | | | | \$412,500 | \$412,500 | \$412,500 | \$0 | | \$0 |
| Replacement Reserve | \$46,000 | | | | | | | | | | | | | | | | | | | | \$46,000 | \$46,000 | \$46,000 | \$0 | | \$0 |
| Transition Reserve Pool Fee | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Rent Reserve | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Services Reserve | \$3,326,102 | | | | | | | | | | | | | | | | | | | | \$3,326,102 | \$3,326,102 | \$3,326,102 | \$0 | | \$0 |
| Other Reserve Costs (Specify) | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Other Reserve Costs (Specify) | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Total Reserve Costs | \$3,784,602 | \$0 | \$3,784,602 | \$3,784,602 | \$3,784,602 | \$0 | \$0 | \$0 |

CONTINGENCY COSTS

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|------------------------------------|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------------|--------------------|--------------------|------------|------------|------------|
| Construction Hard Cost Contingency | \$2,595,531 | | | | | | | | | | | | | | | | | | | | \$2,595,531 | \$2,595,531 | \$2,595,531 | \$0 | | \$0 |
| <i>Soft Cost Contingency</i> | <i>\$448,214</i> | | | | | | | | | | | | | | | | | | | | <i>\$448,214</i> | <i>\$448,214</i> | <i>\$448,214</i> | <i>\$0</i> | | <i>\$0</i> |
| Total Contingency Costs | \$3,043,745 | \$0 | \$3,043,745 | \$3,043,745 | \$3,043,745 | \$0 | \$0 | \$0 |

OTHER PROJECT COSTS

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------------|---------------------|---------------------|--------------------|--------------------|--------------------|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|---------------------|---------------------|---------------------|------------|------------|------------|
| TCAC App/Allocation/Monitoring Fees | \$81,544 | | | | | | | | | | | | | | | | | | | | \$81,544 | \$81,544 | \$81,544 | \$0 | | \$0 |
| <i>Environmental Audit</i> | <i>\$170,000</i> | | | | | | | | | | | | | | | | | | | | <i>\$170,000</i> | <i>\$170,000</i> | <i>\$170,000</i> | <i>\$0</i> | | <i>\$0</i> |
| <i>Local Development Impact Fees</i> | <i>\$2,213,863</i> | | | | | <i>\$1,236,960</i> | | | | | | | | | | | | | | | <i>\$976,903</i> | <i>\$2,213,863</i> | <i>\$2,213,863</i> | <i>\$0</i> | | <i>\$0</i> |
| <i>Permit Processing Fees</i> | <i>\$552,000</i> | | | | | | | | | | | | | | | | | | | | <i>\$552,000</i> | <i>\$552,000</i> | <i>\$552,000</i> | <i>\$0</i> | | <i>\$0</i> |
| <i>Capital Fees</i> | <i>\$0</i> | | | | | | | | | | | | | | | | | | | | <i>\$0</i> | <i>\$0</i> | <i>\$0</i> | <i>\$0</i> | | <i>\$0</i> |
| <i>Marketing</i> | <i>\$275,000</i> | | | | | | | | | | | | | | | | | | | | <i>\$275,000</i> | <i>\$275,000</i> | <i>\$275,000</i> | <i>\$0</i> | | <i>\$0</i> |
| <i>Furnishings</i> | <i>\$192,000</i> | | | | | | | | | | | | | | | | | | | | <i>\$192,000</i> | <i>\$192,000</i> | <i>\$192,000</i> | <i>\$0</i> | | <i>\$0</i> |
| <i>Market Study</i> | <i>\$30,000</i> | | | | | | | | | | | | | | | | | | | | <i>\$30,000</i> | <i>\$30,000</i> | <i>\$30,000</i> | <i>\$0</i> | | <i>\$0</i> |
| <i>Accounting/Reimbursable</i> | <i>\$20,000</i> | | | | | | | | | | | | | | | | | | | | <i>\$20,000</i> | <i>\$20,000</i> | <i>\$20,000</i> | <i>\$0</i> | | <i>\$0</i> |
| <i>Appraisal Costs</i> | <i>\$10,000</i> | | | | | | | | | | | | | | | | | | | | <i>\$10,000</i> | <i>\$10,000</i> | <i>\$10,000</i> | <i>\$0</i> | | <i>\$0</i> |
| Broadband Readiness | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Wage Monitor | \$55,000 | | | | | | | | | | | | | | | | | | | | \$55,000 | \$55,000 | \$55,000 | \$0 | | \$0 |
| Third-Party Construction Supervision | \$250,000 | | | | | | | | | | | | | | | | | | | | \$250,000 | \$250,000 | \$250,000 | \$0 | | \$0 |
| Syndication Consulting | \$100,000 | | | | | | | | | | | | | | | | | | | | \$100,000 | \$100,000 | \$100,000 | \$0 | | \$0 |
| Other Costs (Specify) | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Other Costs (Specify) | \$0 | | | | | | | | | | | | | | | | | | | | \$0 | \$0 | \$0 | \$0 | | \$0 |
| Total Other Costs | \$3,949,407 | \$0 | \$0 | \$0 | \$0 | \$1,236,960 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$2,712,447 | \$3,949,407 | \$3,949,407 | \$0 | \$0 | \$0 |
| SUBTOTAL PROJECT COST | \$87,914,159 | \$22,000,000 | \$2,565,000 | \$1,217,000 | \$6,880,000 | \$1,236,960 | \$0 | \$54,015,199 | \$87,914,159 | \$87,914,159 | \$0 | \$0 | \$0 |

DEVELOPER COSTS

| | | | | | | | | | | | | | | | | | | | | | | | | | | |
|-------------------------------------|---------------------|---------------------|--------------------|--------------------|--------------------|--------------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|------------|--------------------|--------------|---------------------|---------------------|---------------------|---------------------|------------|------------|------------|-----|
| Developer Overhead/Profit | \$5,274,850 | | | | | | | | | | | | | | | | \$3,074,850 | \$100 | \$2,199,900 | \$5,274,850 | \$5,274,850 | \$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 | \$5,274,850 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,074,850 | \$100 | \$2,199,900 | \$5,274,850 | \$5,274,850 | \$0 | \$0 | \$0 | | |
| TOTAL PROJECT COST | \$93,189,009 | \$22,000,000 | \$2,565,000 | \$1,217,000 | \$6,880,000 | \$1,236,960 | \$0 | \$3,074,850 | \$100 | \$56,215,099 | \$93,189,009 | \$93,189,009 | \$93,189,009 | \$0 | \$0 | \$0 | |

Residential Sources and Uses Budget

Commercial Sources

| USES OF FUNDS <i>Soft cost in red (total AHSC AHD below)</i> | Total Cost from AHD Dev Budget | AHSC AHD Funding | Tax-Exempt Bond Loan | HCD IIG Loan | HCD LGMG Sponsor Loan | Impact Fee Waiver | | | | | | | | Deferred Developer Fees | Developer Fee Contribution | GP Equity | Gross Tax Credit Equity | Total Residential Sources | Commercial Sources | | Residential Cost Difference Dev Budget vs. Sources |
|---|--------------------------------|------------------|----------------------|--------------|-----------------------|-------------------|-----|-----|-----|-----|-----|-----|-----|-------------------------|----------------------------|-----------|-------------------------|---------------------------|--------------------|------------------|--|
| | | | | | | | | | | | | | | | | | | | Residential Costs | Commercial Costs | |
| | | | | | | | | | | | | | | | | | | | Total | Total | |
| AHD TOTAL PROJECT COSTS | \$93,189,009 | \$22,000,000 | \$2,565,000 | \$1,217,000 | \$6,880,000 | \$1,236,960 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,074,850 | \$0 | \$100 | \$56,215,099 | \$93,189,009 | \$93,189,009 | \$0 | \$0 |
| TOTAL AHD PROJECT COSTS | | \$22,000,000 | \$2,565,000 | \$1,217,000 | \$6,880,000 | \$1,236,960 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$0 | \$3,074,850 | \$0 | \$100 | \$56,215,099 | \$93,189,009 | \$93,189,009 | \$0 | \$0 |

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.

Urban greening will be the addition of street trees and drought tolerant and native species landscaping along Turk Street.

End of Document

Annual Income and Expenses

Employee Information

Comments

| No. | FTE | Employee Job Title | Salary/Wages | Value of Free Rent | |
|---|------|---|--------------|-------------------------------|--|
| 1 | 1.00 | On-Site Manager(s) | \$88,610 | | |
| 1 | 1.00 | On-Site Assistant Manager(s) | \$59,073 | | |
| 1 | 0.10 | Supportive Services Staff Supervisor(s) | \$8,736 | | |
| 1 | 1.00 | Supportive Services Coordinator, On-Site | \$87,360 | | |
| | | Other Supportive Services Staff (inc. Case Manager) | | | |
| 1 | 2.00 | On-Site Maintenance Employee(s) | \$119,085 | | |
| | | On-Site Leasing Agent/Administrative Employee(s) | | | |
| | | On-Site Security Employee(s) | | | |
| | | Other (specify) | | | |
| | | Other (specify) | | | |
| Total Salaries and Value of Free Rent Units | | | \$362,864 | \$0 | |
| 6711 | | Payroll Taxes | \$28,540 | Show free rent as an expense? | |
| 6722 | | Workers Compensation | \$16,499 | | |
| 6723 | | Employee Benefits | \$82,519 | | |
| | | Employee(s) Payroll Taxes, Workers Comp. & Benefits | \$127,558 | | |
| | | Total Employee(s) Expenses | \$490,422 | | |

Employee Units

| Income Limit | Job Title(s) of Employee(s) Living On-Site | Unit Type (No. of bdrms.) | Square Footage | |
|----------------------|--|---------------------------|----------------|--|
| None | On-Site Manager(s) | 2 | 775 | |
| Total Square Footage | | | 775 | |

Annual Operating Budget

| Acct. No. | Revenue - Income | Residential | Commercial | Comments |
|---|--|-------------|------------|----------|
| 5120/5140 | Rent Revenue - Gross Potential | | \$0 | |
| | Restricted Unit Rents | \$1,646,712 | | |
| | Unrestricted Unit Rents | \$0 | | |
| 5121 | Tenant Assistance Payments | | | |
| | Subsidy Program Name (Specify) | \$0 | | |
| | Subsidy Program Name (Specify) | \$0 | | |
| | Operating Subsidies | | | |
| | Draw from Services Reserve | \$126,161 | | |
| 5910 | Laundry and Vending Revenue | \$11,051 | | |
| 5170 | Parking Spaces | \$0 | \$0 | |
| 5990 | Miscellaneous/Other Rent Revenue | \$0 | \$0 | |
| | Gross Potential Income (GPI) | \$1,783,924 | \$0 | |
| | Vacancy Rate: Restricted Units | 5.0% | | |
| | Vacancy Rate: Unrestricted Units | 5.0% | | |
| | Vacancy Rate: Tenant Assistance Payments | 5.0% | | |
| | Vacancy Rate: Draw from Services Reserve | 5.0% | | |
| | Vacancy Rate: Laundry & Vending & Other Income | 5.0% | | |
| | Vacancy Rate: Commercial Income | | 50.0% | |
| 5220/5240 | Vacancy Loss(es) | \$89,196 | \$0 | |
| | Effective Gross Income (EGI) | \$1,694,728 | \$0 | |
| Acct. No. | Expenses | Residential | Commercial | Comments |
| Administrative Expenses: 6200/6300 | | | | |
| 6203 | Conventions and Meetings | \$942 | | |
| 6210 | Advertising and Marketing | \$10,280 | | |
| 6250 | Other Renting Expenses | | | |
| 6310 | Office/Administrative Salaries -- from above | \$0 | | |
| 6311 | Office Expenses | \$8,114 | | |
| 6312 | Office or Model Apartment Rent | | | |

Annual Income and Expenses

| | | | | |
|-------|---|-----------|-----|---------------------------------------|
| 6320 | Management Fee | \$64,423 | | |
| 6330 | Site/Resident Manager(s) Salaries -- from above | \$147,683 | | |
| 6331 | Administrative Free Rent Unit -- from above | \$0 | | |
| 6340 | Legal Expense -- Project | \$1,294 | | |
| 6350 | Audit Expense | \$15,991 | | |
| 6351 | Bookkeeping Fees/Accounting Services | \$14,128 | | |
| 6390 | Miscellaneous Administrative Expenses | \$42,660 | | Software, IT and communications costs |
| 6263T | Total Administrative Expenses | \$305,515 | \$0 | |

Annual Income and Expenses

| Acct. No. | Expenses | Residential | Commercial | Comments |
|---|--|-------------|------------|---|
| Utilities Expenses: 6400 | | | | |
| 6450 | Electricity | \$65,930 | | |
| 6451 | Water | \$63,860 | | |
| 6452 | Gas | | | |
| 6453 | Sewer | \$87,872 | | |
| | Other Utilities (specify) | | | |
| 6400T | Total Utilities Expenses | \$217,662 | \$0 | |
| Operating and Maintenance Expenses: 6500 | | | | |
| 6510 | Payroll -- from above | \$119,085 | | |
| 6515 | Supplies | \$32,943 | | |
| 6520 | Contracts | \$65,520 | | |
| 6521 | Operating & Maintenance Free Rent Unit -- from above | \$0 | | |
| 6525 | Garbage and Trash Removal | \$60,739 | | |
| 6530 | Security Contract | \$24,840 | | |
| 6531 | Security Free Rent Unit -- from above | \$0 | | |
| 6546 | Heating/Cooling Repairs and Maintenance | \$11,325 | | |
| 6548 | Snow Removal | | | |
| 6570 | Vehicle & Maintenance Equipment Operation/Reports | | | |
| 6590 | Miscellaneous Operating and Maintenance Expenses | \$12,003 | | Unit Turnover and Preventative Maintenance |
| 6500T | TOTAL Operating & Maintenance Expenses | \$326,455 | \$0 | |
| Taxes and Insurance: 6700 | | | | |
| 6710 | Real Estate Taxes | \$8,668 | | |
| 6711 | Payroll Taxes (Project's Share) -- from above | \$28,540 | | |
| 6720 | Property and Liability Insurance (Hazard) | \$95,739 | | |
| 6729 | Other Insurance (e.g. Earthquake) | | | |
| 6721 | Fidelity Bond Insurance | | | |
| 6722 | Worker's Compensation -- from above | \$16,499 | | |
| 6723 | Health Insurance/Other Employee Benefits--from above | \$82,519 | | |
| 6790 | Miscellaneous Taxes, Licenses, Permits & Insurance | \$2,070 | | Local business license and FTB fees |
| 6700T | Total Taxes and Insurance | \$234,035 | \$0 | |
| Supportive Services Costs: 6900 | | | | |
| 6990 | Staff Supervisor(s) Salaries - from above | \$8,736 | | |
| 6990 | Services Coordinator Salaries, On-Site - from above | \$87,360 | | |
| 6990 | Other Supportive Services Staff Salaries - from above | \$0 | | |
| 6990 | Supportive Services Admin Overhead | \$18,113 | | |
| 6990 | Other Supportive Services Costs (Adult Education Classes | \$11,952 | | |
| 6990 | Other Supportive Services Costs (specify) | | | |
| 6900T | Total Supportive Services Costs | \$126,161 | \$0 | |
| | Total Operating Expenses | \$1,209,828 | \$0 | Comments |
| Funded Reserves: 7200 | | | | |
| 7210 | Required Replacement Reserve Deposits | \$46,000 | | |
| 7220 | Other Reserves (specify) | | | |
| 7230 | Other Reserves (specify) | | | |
| 7240 | Other Reserves (specify) | | | |
| | Total Reserves | \$46,000 | \$0 | |
| | Ground Lease | Residential | Commercial | |
| | Ground Lease | \$2,001 | \$0 | \$1 Lease Payment and \$2,000 Lease Admin Fee |
| | Total Ground Lease | \$2,001 | \$0 | |
| | Net Operating Income | \$436,899 | \$0 | |
| Financial Expenses: 6800 | | | | |
| 6820 | 1st Mortgage Debt Service | \$277,520 | | |
| 6830 | 2nd Mortgage Debt Service | | | |
| 6840 | 3rd Mortgage Debt Service | | | |
| 6890 | AHSC .42% Fee | \$92,400 | | |
| 6890 | Other HCD .42% (Specify) | | | |
| 6890 | Other HCD .42% (Specify) | | | |
| 6890 | Bond Issuer Fee | \$3,206 | | |
| 6890 | Miscellaneous Financial Expenses: Trustee | \$2,000 | | |
| 6890 | Miscellaneous Financial Expenses (specify) | | | |
| 6890 | Miscellaneous Financial Expenses (specify) | | | |
| 6890 | Miscellaneous Financial Expenses (specify) | | | |

Annual Income and Expenses

| | | | | |
|-------|-------------------------------|-----------|-----|--|
| 6800T | Total Financial Expenses | \$375,126 | \$0 | |
| | Cash Flow | \$61,773 | \$0 | |
| 7190 | Asset Management/Similar Fees | \$32,500 | | |

| Total Operating Expenses Per Unit | Per Year | Per Month | |
|--|----------|-----------|--|
| Without any Adjustments | \$13,150 | \$1,096 | |
| With the Value of Rent-Free Units Included | \$13,150 | \$1,096 | |
| Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included | \$11,685 | \$974 | |

| | |
|---------------------|-----------------|
| Project Name | 850 Turk Street |
|---------------------|-----------------|

Replacement Reserve Calculator UMR §8309

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

Operating Reserve Calculator

| | | |
|---|---|-------------|
| 1 | Total Operating Expenses Excluding On-Site Se <i>Operating Budget Cell (E111) minus Operat</i> | |
| | (a) Total Operating Expenses: | \$1,209,828 |
| | (b) <i>Minus: On-Site Service Coordinator Salaries:</i> | \$87,360 |
| 2 | Replacement Reserve amount from <i>above: (Cell AJ10)</i> | |
| 3 | Debt Service (including all HCD 0.42% Fees and Bond Issuer Fee) | |
| | Name of Lender <i>Operating Budget cells (D123 to D132)</i> | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | | |
| | Misc | |

If Reserve amounts are different than the required amount, enter Reserve amounts and how
 There is an error in cell AF16 above causing the three-month debt service amount to be over
 month reserve amount that would be shown in cell AF31 if the formula were corrected.

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

End

erve Requirements

| | | |
|--|---------------------------------|----|
| | Number of Project Units: | 92 |
|--|---------------------------------|----|

| | | |
|--|--------------|-----------|
| general requirements and insurance): (amount) | \$56,213,881 | \$337,283 |
| | \$500 | \$46,000 |
| | | \$46,000 |
| | | \$46,000 |

| | | | |
|---|-------------|---|---|
| ervice Coordinator Salaries. <i>ing Budget Cell (E105)</i> | | TAX CREDIT Project 3 Month Reserve Required | NON-TAX CREDIT Project 4 Month Reserve Required |
| Amount subject to reserve calculation: <i>(a - b)</i> | \$1,122,468 | \$280,617 | \$374,156 |
| | \$337,283 | \$84,321 | \$112,428 |

| | Annual Debt Service Amount | TAX CREDIT Project 3 Month Reserve Required | NON-TAX CREDIT Project 4 Month Reserve Required |
|---|-------------------------------|---|---|
| 1st Mortgage Debt Service | \$277,520 | \$69,380 | \$92,507 |
| 2nd Mortgage Debt Service | \$0 | \$0 | \$0 |
| 3rd Mortgage Debt Service | \$0 | \$0 | \$0 |
| AHSC .42% Fee | \$92,400 | \$23,100 | \$30,800 |
| Other HCD .42% (Specify) | \$0 | \$0 | \$0 |
| Bond Issuer Fee | \$3,206 | \$802 | \$1,069 |
| ellaneous Financial Expenses: Trustee | \$2,000 | \$500 | \$667 |
| ellaneous Financial Expenses (specify) | \$0 | \$0 | \$0 |
| ellaneous Financial Expenses (specify) | \$0 | \$0 | \$0 |
| ellaneous Financial Expenses (specify) | \$0 | \$0 | \$0 |
| Other (Specify) | | \$0 | \$0 |
| Totals | \$375,126 | \$93,782 | \$125,042 |
| UMR Required Operating Reserve Amount: | | \$458,719 | \$611,626 |

they are calculated below:

stated. Our lender/investor required operating reserve of \$412,500 is in excess of the required three-

| | |
|--|----|
| | No |
|--|----|

of Document

| Unit Size | 2022 TCAC Threshold Basis Limits (TBL) | # of Units | Basis x Number of Units | TOTAL UNADJUSTED THRESHOLD BASIS LIMIT (TBL): | \$65,685,128 |
|-------------|--|------------|-------------------------|--|---------------------|
| SRO/Studio | \$530,910 | 28 | \$14,865,480 | TOTAL HCD ADJ. THRESHOLD BASIS LIMIT: | \$96,220,339 |
| 1 Bedroom | \$612,134 | 16 | \$9,794,144 | Adjusted Threshold Basis Limit multiplied by 160%: | \$153,952,542 |
| 2 Bedrooms | \$738,400 | 21 | \$15,506,400 | HCD HIGH COST TEST RESULT FOR: 850 Turk Street | 86% |
| 3 Bedrooms | \$945,152 | 27 | \$25,519,104 | | |
| 4+ Bedrooms | \$1,052,958 | 0 | \$0 | | |
| | | | | Total Eligible Basis | \$82,353,598 |

| | | | |
|---------------------------|---|--------------|----|
| Manager Units in Project: | 1 | TOTAL UNITS: | 92 |
|---------------------------|---|--------------|----|

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 | \$13,137,026 |
| | For Projects certifies that (1) they are subject to a Project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeable occupation in the building and construction trades (5%). | | | | No | \$0 |
| (B) | For New construction Projects required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels (10%). | | | | No | \$0 |
| (C) | For Projects where a day care center is part of the development (2%). | | | | No | \$0 |
| (D) | For Projects where 100 percent of the units are for Special Needs populations (2%). | | | | No | \$0 |
| (E) | Project applying under §10325 or §10326 of the TCAC regulations that includes one or more of the features below (up to 10%). | | | | No | \$0 |
| (F) | Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer (lesser of costs or 15% basis adjustment). | | | | No | \$0 |
| | If Yes, select type of work: | | Enter Certified Costs of Work: | | | |
| (G) | Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. WAIVED IMPACT FEES ARE INELIGIBLE. | | | | Yes | \$976,903 |
| | | | | | <i>Please Enter Amount Above:</i> | |
| (H) | Projects where at least 95% of the Project's upper floor units are serviced by an elevator (10%). | | | | Yes | \$6,568,513 |
| (I) | Projects wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed (15%). | | | | Yes | \$9,852,769 |
| (J) | Projects wherein at least 95% of the building(s) is constructed as (1) a Type III as defined in the California Building Code, or (2) a Type III/Type I combination, in which case, the Type I 15% increase above is not be allowed (10%). | | | | No | \$0 |
| (K) | Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than \$400,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource (10%). | | | | No | \$0 |
| | County Eligibility: | No | TCAC/HCD Opportunity Area Map Tract ID #: | 6075016000 | Opportunity Map Resource Level: | Moderate Resource |

End of Document

HCD 2022 Developer Fee Calcul

Project Name: 850 Turk Street

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

Project's Developer Fee Summary

| | |
|---|---------------|
| | Maximum Total |
| Max Developer Fee payable from development funding source | |
| Deferred Developer Fee payable on a priority basis from | |
| Deferred Developer Fee payable exclusively from S | |

Total Budgeted or Actual Developer Fee: \$5,274,850 Developer Fee Contributor

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

- a. New Construction & Rehab - Unadjusted Eligible Basis (exclude Developer Fee) - \$10:
- 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 C
- g. **Deferred Developer Fee payable on a priority basis from available Cash Flow**

End of Docum

ator - revised 06/08/2022

TCAC Project #

| | HCD Limit | Project Amt. | |
|-----------------------|--------------|--------------|--|
| Developer Fee - 2d | \$11,561,812 | \$5,274,850 | |
| s - lesser of 1e & 2d | \$2,200,000 | \$2,200,000 | |
| available Cash Flow | \$1,300,000 | \$1,300,000 | |
| Sponsor Distributions | \$8,061,812 | \$1,774,850 | |

as Capital: Deferred Developer Fee:

| | | | |
|---|----------------------|--|---|
| Project meeting CDLAC §5230(f)(1)(B), TCAC §10327(c)(2)(E)? <input type="text" value="No"/> | | | |
| 327(c)(2)(B)(i) | \$77,078,748 | x 15% = | \$11,561,812 |
| | \$0 | x 15% = | \$0 |
| | <input type="text"/> | | |
| | <input type="text"/> | | |
| | <input type="text"/> | | |
| | \$0 | X 5% = | \$0 |
| | | | <input type="text" value="\$11,561,812"/> |
| | | \$5,274,850 | |
| Contributed Developer Fee | \$3,074,850 | \$2,200,000 | |
| | | <input type="text" value="\$1,300,000"/> | |

ment

§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 locate 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: | 91 | Is there at least one pa |
| Annual Transit Passes Value | \$1,176 | 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: | \$40,000 | HRI: \$0 |

- (B) Applicant(s) certifies that the Project include adequate lighting in accordance with applicable standards and accessible components of the Project including active transportation routes

(7) Applicant(s) certifies to the completion and approval or adoption of all necessary environmental clearances under the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act (NEPA) after the application due date with lawsuits or appeals resolved. Proof of NEPA completion is required for all projects.

- (A) **STI** or **TRA** components of a Project are not required to certify completion of environmental clearances under Section 106(7) above until prior to the initial disbursement of grant funds.
- (B) Applicants are not required to complete any necessary environmental clearance application deadline.

AHD environmental clearances

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

CEQA: Project approved "by-right"? Is Project Categorically Exempt?

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions.

Since these are State-owned sites, DGS exercised state sovereignty and issued CEQA approval serves as the project approval, and there is no separate entitlement under CEQA. In addition to CEQA, the development team has worked with the Planning and Building Department requirements, the development team has worked with the SF Planning Code and fits in well with the neighborhood context.

| | | |
|-----------|-------------------|--------------------------------------|
| File Name | AHD Environmental | Copy of all environmental clearances |
|-----------|-------------------|--------------------------------------|

STI environmental clearances

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

CEQA: Project approved "by-right"? Is Project Categorically Exempt?

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions.

The Notice of Determination was approved on 10/15/19. □

| | | |
|-----------|-------------------|--------------------------------------|
| File Name | STI Environmental | Copy of all environmental clearances |
|-----------|-------------------|--------------------------------------|

TRA environmental clearances

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

CEQA: Project approved "by-right"? Is Project Categorically Exempt?

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions.

The Notice of Determination was approved on 10/15/19. □

| | | |
|-----------|-------------------|------------------------------------|
| File Name | TRA Environmental | Copy of all environmental clearanc |
|-----------|-------------------|------------------------------------|

- (8) Applications must demonstrate that all necessary discretionary local land use approvals have been obtained. Have all necessary discretionary local land use approvals, excluding design review, been obtained?

AHD discretionary local land use approvals

| Agency / Issuer | Land Use Approval Date | Approval Type | |
|-----------------|------------------------|---------------|-----------|
| N/A | | | Since CEQ |
| | | | |
| | | | |
| | | | |

STI discretionary local land use approvals

| Agency / Issuer | Land Use Approval Date | Approval Type | |
|-----------------|------------------------|---------------|-----|
| N/A | N/A | N/A | N/A |
| | | | |
| | | | |
| | | | |

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 fee requirements.

(10) Applicant(s) certifies that the applicant must demonstrate that the Project is financially feasible. **Funding Commitments**, a market study which meets the requirements specified in the project statement, proposed operating budget, multi-year pro-forma, or other feasibility study for 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 AHD/HRI Project.

| | | |
|-----------|--|---|
| File Name | EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc. | Documentation for the 6 permanent housing units |
|-----------|--|---|

STI Enforceable Funding Commitments

| Committed by Application time? | Commitment Date | Source Name (listed in order of lien priority) | Source Type |
|--------------------------------|-----------------|--|-------------|
| Yes | | AHSC STI Grant | State-HCI |
| Yes | 5/1/22 | General Fund | Local |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

| | |
|---|-------------|
| <i>Total Committed Non-AHSC STI Funds</i> | \$3,000,000 |
|---|-------------|

Provide a description of unusual or extraordinary circumstances that have resulted in the commitment being reasonable.

N/A

| | | |
|-----------|------------------------------------|--|
| File Name | EFC STI1; EFC STI2; EFC STI3; etc. | Supporting documentation for the 100% of the STI funds |
|-----------|------------------------------------|--|

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 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| <i>Total Committed Non-AHSC TRA Funds</i> | | \$0 | |
| Provide a description of unusual or extraordinary circumstances that have resulted in the commitment being reasonable. | | | |
| | | | |

| | | |
|-----------|------------------------------|------------------------------------|
| File Name | EFC TRA1; EFC TRA2; EFC TRA3 | Supporting documentation for the C |
|-----------|------------------------------|------------------------------------|

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 |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| <i>Total Committed Non-AHSC PGM Funds</i> | | \$0 | |
| Provide a description of unusual or extraordinary circumstances that have resulted in the commitment being reasonable. | | | |
| | | | |

| | | |
|-----------|------------------------------|------------------------------------|
| File Name | EFC PGM1, EFC PGM2, EFC PGM3 | Supporting documentation for the C |
|-----------|------------------------------|------------------------------------|

Applicant(s) certifies that the Eligible Applicant or Locality serving as the Developer 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:

Where site control is in the name of another entity, the Applicant shall

(i) (e.g., a purchase and sale agreement, an option, a leasehold interest/ public agency for the acquisition of the site), which clearly demonstrate

Where site control will be satisfied by a long-term ground lease, the Developer

(ii) at the time of closing, which shall be entered into by and among the grantor cases, the lease rider shall be recorded against the fee interest in the

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

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

Ground Lease planned?

Lessor

State of California acting by and through the Department of General Services

Below, describe property transfers occurring in connection with development

MidPen Housing Corporation and the State of California entered into a lease agreement and intends to assign this LOA to MP Turk Street Associates, L.P. in late 2018

| | | |
|-----------|------------------------------|--|
| File Name | AHD Site Control | Appropriate documentation to demonstrate |
| File Name | AHD Preliminary Title Report | PTR, that is no more than 6 months old |

STI Site Control

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

Ground Lease planned?

Below, describe property transfers occurring in connection with development

All right of way within the City of San Francisco is controlled by the SF Planning Department

| | | |
|-----------|------------------|--|
| File Name | STI Site Control | Appropriate documentation to demonstrate |
|-----------|------------------|--|

TRA Site Control

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

Ground Lease planned?

Below, describe property transfers occurring in connection with development

All right of way within the City of San Francisco is controlled by the SF

| | | |
|-----------|------------------|----------------------------------|
| File Name | TRA Site Control | Appropriate documentation to dem |
|-----------|------------------|----------------------------------|

(12) Applicant(s) certifies to demonstrate experience by providing evidence of at least (12) and TRA) in scope and size, **which have been completed by the Applicant since application due date**. If an Applicant relies upon the experience of its Principal to demonstrate 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 requisite experience with a transportation agency non-applicant so long as the Applicant can demonstrate that the transportation agency will be serving as the STI or TRA Developer for that project.

Note: AHD/HRI Developer has to be the entity with experience per the Guidelines. **AHD** requisite experience

Requisite experience **project name #1** Foon Lok West (fka Brooklyn Basin III)
 Name of Applicant demonstrating requisite experience MidPen Housing Corporation
 Meets **ten** year requirement? **TRUE** Project tenure (in years) 0.7

Foon Lok West is a 130 units apartments for families and formerly homeless development with 1-, 2- and 3-bedroom units. MidPen Housing Corporation is the developer of Brooklyn Basin III, LLC. MP Brooklyn Basin III, LLC is the Managing General Partner of Foon Lok West. This is demonstrated by the letter and documents included in Attachment 1.

Requisite experience **project name #2** Firehouse Square
 Name of Applicant demonstrating requisite experience MidPen Housing Corporation
 Meets **ten** year requirement? **TRUE** Project tenure (in years) 0.7

Firehouse Square is a 66-unit apartment complex serving families and individuals in need of affordable housing development with studios, 1-, 2- and 3-bedroom units. MidPen Housing Corporation is the developer of Firehouse Square. MP Firehouse Square, LLC is the Managing General Partner of Firehouse Square. This is demonstrated by the letter and documents included in Attachment 1.

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

STI Requisite experience for Better Market Street - Sustainable Transportation

Requisite experience **project name #1** 2nd Street Improvement Project
 Name of Applicant demonstrating requisite experience SFMTA
 Meets **ten** year requirement? **TRUE**

The Second Street Improvement Project extends from Market Street to Kin Francisco Bicycle Plan, the project will provide space for bicycles along the special crosswalks and new infill street trees along the entire corridor, as well as an existing pedestrian refuge at Harrison Street. The project also includes road upgrades to the traffic signal system.

Requisite experience **project name #2** 5th Street Quick Build Project

Name of Applicant demonstrating requisite experience SFMTA

Meets **ten** year requirement? **TRUE**

Protected bicycle facilities to improve the safety and comfort of cyclists for 1
Leading Pedestrian Intervals- head start for pedestrians when crossing the
Pedestrian safety striping treatments, especially at high injury intersections.
Signal timing improvements including separated bike signals at key interse
Transit boarding islands to increase reliability of transit services and comfor
Raised crosswalk at Minna Street (installed in early 2021)

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

TRA Requisite experience for Better Market Street - Transit Related Amenities

Requisite experience **project name #1** Van Ness BRT

Name of Applicant demonstrating requisite experience SFMTA

Meets **ten** year requirement? **TRUE**

The new Van Ness Bus Rapid Transit corridor features nine northbound an
Van Ness/Mission, 90 San Bruno Owl, and Golden Gate Transit buses. Ent
the green light as they approach an intersection. Safety enhancements for
countdown signals.

Requisite experience **project name #2** Geary Boulevard BRT and Safety I

Name of Applicant demonstrating requisite experience SFMTA

Meets **ten** year requirement? **TRUE**

Temporary emergency transit lanes were installed along segments of Gear
and other treatments have improved 38 Geary bus performance with minim
transit lanes permanent.

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

PGM requisite experience

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

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

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

Meets **ten** year requirement? TRUE

Free legal services, including full scope legal representation for tenants in a
eviction anywhere in the City

Describe the prior experience of the Program Operator with operating similar

For 27 years, EDC has been the only agency in San Francisco (SF) solely of
service model includes free legal services for eviction defense, rapid emergency
for unhoused San Franciscans facing eviction from City shelters. Since 2011
Tenant Right to Counsel (TRC), which guarantees all San Francisco tenants
the work of 9 legal service organizations comprising the city-wide TRC system

Requisite experience **project name #2** AHD resident services

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

Meets **ten** year requirement? TRUE

MidPen Resident Services Corporation will provide Instructor-led adult education
Turk Street. These classes will include, but not be limited to: Financial literacy
nutrition class, exercise class, health information/awareness, art class, parenting
Excludes: Drop-in computer labs, monitoring or technical assistance.

Describe the prior experience of the Program Operator with operating similar

MidPen Services, a 501c3 non-profit organization affiliate of MidPen Housing
Services is to help individuals and families meet needs that extend beyond
MidPen Services provides services at family, senior citizen, special needs, and
educational programs; computer learning, financial education, health and wellness
tailored to the specific needs of our residents. MidPen Resident Services covers
area. MidPen Resident Services has served the community since 2002

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

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

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

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

| |
|--|
| Provide a narrative explanation, in the box below, supporting why relocation is |
| The site has been historically owned by the State of California and is thus exemp |

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
(17) substance essential to every requirement of Article 10.6, commencing with Secti
 current housing element compliance status can be obtained by referencing the [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 Dep 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 jurisdic

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

[A jurisdiction's current housing element compliance status is obtainable thr](#)

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 agric 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 agric 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 Related 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 in may exist on separate parcels provided all parcels are part of the same Pro

- (i) The Department may approve Projects involving new construction or \$ 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 afi

- (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 with 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 CFR [affirmatively further fair housing](#))

Applicants must affirm that the proposed Affordable Housing Development, or M entirely through electricity with no connections to natural gas infrastructure. **(22)** 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 advised AHSC Eligible Cost.

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

| | | |
|------------|---------------------|--|
| File Name: | All Electric Design | Document affirming that the proposed Development in the case that not electricity with no connections to |
|------------|---------------------|--|

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

Where approval by a local public works department, or other responsible local entity indicating that the Sustainable Transportation Infrastructure and/or T 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 |
|-----------|---------------------|---|

If the Sustainable Transportation Infrastructure and/or Transportation Relat affordable to lower-income households, the application must demonstrate tl 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 the 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 l 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 po Developments.

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

Applicant(s) certifies to comply with the Americans with Disabilities Act (ADA), fa Violence Against Women Act (VAWA), requirements pursuant to MHP Guideline (27) 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.

Affordable Housing Development and Housing Related Infrastructure componen (28) 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 bi
- (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 |

Threshold 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 Calculator tool, described in the AHSC Application, displaying VMT and GHG reductions for

Yes

the applicable Sustainable Community Strategy (SCS), as confirmed by the Metropolitan Council on-MPO regions, as required by Public Resources code section 75210 et seq. The local SCS, or similar planning document that demonstrate a per capita reduction in VMT and

Yes

above 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

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

Yes

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

pass per restricted unit? TRUE Type of transit passes provided: Free Transit Pass

Transit Passes (years)? 3

developments must certify that the development will be smoke free and demonstrate lease addendum.

Yes

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 Urban Greening costs.

Yes

Urban heat island mitigation and energy conservation efforts
 STI: \$200,000 TRA: \$0 Meets threshold requirement? TRUE

compliance with local, state, and federal design standards and requirements for all publicly owned and transit stations or stops.

Yes

environmental clearances including those required under the California Environmental Quality Act (CEQA). All applicable time periods for filing appeals or lawsuits have lapsed within 30 days of the final CEQA 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 the project description.

costs are not primarily prompted exclusively by rental and/or operating subsidies **prior** to the AHSC.

No If Yes, enter date of "Authority to Use Grant Funds"

Yes Negative Declaration date Final EIR date

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

actions. The project received a Class 32 CEQA Exemption in April 2022. Appeal period expired on May 13, 2022. The project is in compliance with all CEQA requirements. While state sovereignty allowed the team to bypass San Francisco Planning Commission review, the team worked with the City and County of San Francisco to ensure that the designs for Turk Street aligns

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

No If Yes, enter date of "Authority to Use Grant Funds"

Yes Negative Declaration date Final EIR date

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

actions. The project received a Class 32 CEQA Exemption in April 2022. Appeal period expired on May 13, 2022. The project is in compliance with all CEQA requirements. While state sovereignty allowed the team to bypass San Francisco Planning Commission review, the team worked with the City and County of San Francisco to ensure that the designs for Turk Street aligns

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

No If Yes, enter date of "Authority to Use Grant Funds"

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| |
|--|
| |
|--|

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

approvals, excluding design review, have been granted.

ew, have been granted?

| |
|-----|
| Yes |
|-----|

| Comments |
|---|
| the project is on state-owned land there are no discretionary land use approvals necessary. The A approval serves as the project approval, and there is no separate entitlement required. |
| |
| |
| |

| Comments |
|----------|
| |
| |
| |
| |

| Comments |
|----------|
| |

| |
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| |
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| |

| | |
|--|-----|
| viability of the proposed project and its compliance with AHSC Program and application | Yes |
|--|-----|

| | |
|--|-----|
| financially feasible as evidenced by documentation including, but not limited to, Enforceable as defined 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 |
|--|-----|

| | | |
|---|------------------|-----|
| 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.

| | | |
|--|------------------|-----|
| Dev Sources, plus Equity Investor if known at time of application. | Uploaded to HCD? | Yes |
|--|------------------|-----|

| Type | Lien No. | Amount | Interest Rate | | Term - # of months | Required Debt Service | Balloon? |
|---|----------|-------------|---------------|------|--------------------|-----------------------|----------|
| | | | Rate | Type | | | |
| D | | \$7,700,000 | | | | | |
| | | \$3,000,000 | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| TOTAL (must equal STI Budget Amount) | | | | | | \$10,700,000 | |

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

| |
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| |
|--|

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

| Debt Type | Lien No. | Amount | Interest Rate | | Term - # of months | Required Debt Service | Balloon? |
|--|----------|-------------|---------------|------|--------------------|-----------------------|----------|
| | | | Rate | Type | | | |
| -HCD | | \$1,500,000 | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| <i>TOTAL (must equal TRA Budget Amt)</i> | | | | | | \$1,500,000 | |

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

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

| Debt Type | Lien No. | Amount | Interest Rate | | Term - # of months | Required Debt Service | Balloon? |
|---|----------|-----------|--|------|--------------------|-----------------------|----------|
| | | | Rate | Type | | | |
| -HCD | | \$771,048 | <i>Transit Passes will not contribute to \$600k PGM cap.</i> | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| <i>TOTAL (must equal PGM Budget Amount)</i> | | | | | | \$771,048 | |

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 as that the Applicant has some form of right to acquire or lease the Project property.

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

Apply:

the 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 12/9/22

| | Term | Annual Payment |
|---|------------------|----------------|
| services | 99 | \$1 |
| Department of the Project. | | |
| Ground Lease Option Agreement (LOA) that covers APN 0744-006 on December 9, 2022. MidPen 2024, well ahead of the LOA expiration in December 2026. | | |
| monstrate the form of site control indicated above. | Uploaded to HCD? | Yes |
| s old for the AHD Project. | Uploaded to HCD? | Yes |

(describe below) Most recent document execution date N/A

| | | |
|---|------------------|-----|
| Department of the Project. | | |
| MTA and only SFMTA has the authority to regulate ROW. | | |
| monstrate the form of site control indicated above. | Uploaded to HCD? | Yes |

(describe below) Most recent document execution date N/A

| | | |
|----------------------------|--|--|
| Department of the Project. | | |
|----------------------------|--|--|

MTA and only SFMTA has the authority to regulate ROW.

| | | |
|---|------------------|-----|
| monstrate the form of site control indicated above. | Uploaded to HCD? | Yes |
|---|------------------|-----|

at 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 : 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- oject for which funding is sought, thereby demonstrating that the Locality or Capital Project.

elines.

| | |
|--------------|--------|
| App due date | 4/4/23 |
|--------------|--------|

n Phase III)

| | | | | | | |
|---------------|-----------------|-----|----------------|-----|--------------------------|----------|
| g Corporation | | | | | Completion Date | 7/6/2022 |
| 75 | Number of units | 130 | Units per Acre | 112 | Commercial (square feet) | 0 |

s individuals making between 20% and 60% AMI in Oakland, CA. The development is a lot line infill wholly controls its affiliate, Mid-Peninsula Pickering, the Sole Member & Manager of MP Brooklyn of Brooklyn Basin Associates III, L.P., the entity that owns Brooklyn Basin Associates Phase III, documents included in Attachement 129.

| | | | | | | |
|---------------|-----------------|----|----------------|-----|--------------------------|---------|
| g Corporation | | | | | Completion Date | 1/12/23 |
| 22 | Number of units | 66 | Units per Acre | 127 | Commercial (square feet) | 3,397 |

iduals making between 30% and 80% AMI in Belmont, CA. The development is a lot line infill rporation wholly controls its affiliate, Mid-Peninsula Half Moon Bay, Inc. the Sole Member & Managing General Partner of MP Firehouse Square Associates, L.P., the entity that owns Firehouse chement 129.

| | | |
|---|------------------|-----|
| recently completed affordable housing developments. | Uploaded to HCD? | Yes |
|---|------------------|-----|

Infrastructure STI C

| | | | | | | |
|--|--|--|--|--|-----------------|--------|
| | | | | | Completion Date | 1/1/19 |
|--|--|--|--|--|-----------------|--------|

g Street, stretching from downtown San Francisco to the SOMA district. In accordance with the San
 entire length of 2nd Street, from King to Market Streets. Streetscape improvements may include
 ell as a pedestrian refuge space at the South Park Avenue intersection and expansion of an
 dway resurfacing, concrete curb reconstruction, the installation of ADA-compliant curb-ramps, and

| | | |
|--|-----------------|--------|
| | Completion Date | 4/1/21 |
|--|-----------------|--------|

the entire length of the corridor (completed in early 2020)
 street (completed in early 2020)
 , to improve the safety and visibility of pedestrians crossing streets (completed in early 2020)
 ctions (completed in early 2020)
 rt for waiting passengers (installed in early 2021)

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

TRA Capital Project

| | | |
|--|-----------------|--------|
| | Completion Date | 4/1/22 |
|--|-----------------|--------|

d nine southbound boarding islands along the red, center-running transit lanes served by Muni's 49
 nanced traffic signals optimized for north-south travel with Transit Signal Priority, which gives buses
 people walking like sidewalk extensions, median refuges, high visibility crosswalks and audible

| | | |
|--------------|-----------------|---------|
| improvements | Completion Date | 7/21/21 |
|--------------|-----------------|---------|

y Boulevard in winter 2020-21. Evaluation done in spring 2021 showed that the new transit lanes
 ial traffic impacts, and a majority of those who took our evaluation survey supported making the

| | | |
|--|------------------|-----|
| 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

| | | |
|--------------------------------|-----------------------|---------------------------------------|
| ounsel | Operating entity name | San Francisco Tenant Right to Counsel |
| Eviction 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 | Midpen Housing Corporation |
| Pen Resident Services Corporation | Completion Date | 1/1/23 |

ational, health and wellness, or skill building classes to the 91 individuals and families living at 850
 cy, computer training, home-buyer education, GED classes, and resume building classes, ESL,
 enting class, on-site food cultivation and preparation classes, and smoking cessation classes.

ar successful programs.

ng Corporation ("MidPen"), provides extensive services to MidPen residents. The goal of MidPen
 that of basic shelter by assisting them in achieving self-sufficiency and a higher quality of life.
 and single room occupancy properties, offering service coordination; after school and summer
 ellness, and literacy programs for both adults and children; and a number of other services that are
 urrently provides resident services to 130 affordable housing projects totaling 8,676 units in the local

| | | |
|------------------------------|------------------|-----|
| 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

ne 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 connected by a pedestrian access route no greater than 0.50 miles at the time of certificate of occupancy AHD and the Transit Station/Stop may be included as part of the project STI/TRA if a certificate of occupancy is provided.

| |
|-----|
| Yes |
|-----|

California Law (CA Gov Code Sec. 7260-7277).

| |
|-----|
| Yes |
| No |

Chapter 16, commencing at Section 7260, and Title 25 CCR, Subchapter 1, Chapter 6,

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

Exempt from Relocation requirements. There are no existing commercial or residential tenants.

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

| |
|-----|
| Yes |
|-----|

Department review of their housing element at the time of award and jurisdictions which are not in compliance at the time of award, shall both be deemed to be in a presumptive state of presumptive substantial compliance shall include conditions in their respective standard and jurisdictions must have received a final housing element certification letter from the Department.

Housing element in substantial compliance with **Art.10.6 (§65580) Ch. 3 Div. 1 of Title 7**

| |
|-----|
| Yes |
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[View HCD's website.](#)

| |
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| | Uploaded to HCD Portal? | Yes |
|--|-------------------------|-----|

Jurisdictions must at the time of application, have submitted their housing element annual progress reports for the current and prior year.

| |
|-----|
| Yes |
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Jurisdictions must submit annual progress reports as required by Government Code section 65400 to the State of California.

| |
|-----|
| Yes |
|-----|

Jurisdictions must implement adaptation measures as described in Section 107 Narrative Based Policy Scoring (b).

| |
|-----|
| Yes |
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| |
|-----|
| Yes |
|-----|

or component thereof will not result in loss or conversion of agricultural or other working lands designated 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 to the Farmland Finder?

Yes

within land designated as agricultural land per FMMP tool.

Uploaded to HCD?

Yes

cultural or other working lands, or natural resource lands for other uses according to the Department of Conservation's Farmland Finder?

Yes

cultural or other working lands, or natural resource lands for other uses according to the Department of Conservation's Farmland Finder?

Yes

rental and Housing Related Infrastructure Capital Projects must also demonstrate to the Department of Housing and Community Development that:

1. The project must meet the underwriting standards in the UMRs and MHP Guidelines Section 7312.

Yes

2. The project must be a rental project, or both are infeasible without AHSC Program funds, and other committed funds are available to complete the project.

Yes

3. The project must be a rental project, or both are infeasible without AHSC Program funds, and other committed funds are available to complete the project, and requiring the demolition of existing residential units are eligible only if the number of new affordable units created is equal to or greater than the number of demolished structures, with equal or greater affordability. The new Affordable Units must be subject meeting the requirements of the UMRs Section 8303 (b).

4. The project must be a rental project, or both are infeasible without AHSC Program funds, and other committed funds are available to complete the project, and requiring the demolition of existing residential units that result in a number of new affordable units that is equal to or greater than the number of demolished structures where it determines that such approvals will substantially improve the housing policy objective, as long as the reduction does not result in more than 25 percent fewer affordable units than the number of demolished structures.

5. The project must be a rental project, or both are infeasible without AHSC Program funds, and other committed funds are available to complete the project, and requiring the demolition of existing residential units?

No

6. The project must be a rental project, or both are infeasible without AHSC Program funds, and other committed funds are available to complete the project, and requiring the demolition of existing residential units that result in a number of new affordable units that is equal to or greater than the number of demolished structures?

No

7. The project must be a rental project, or both are infeasible without AHSC Program funds, and other committed funds are available to complete the project, and both Capital Project(s) involves the demolition of existing units that are affordable to lower-income households, comparable in size, of equal or greater affordability and equal to or greater than the number of demolished units, and include first right of return to displaced residents.

8. The project must be a rental project, or both are infeasible without AHSC Program funds, and other committed funds are available to complete the project, and affordable to lower-income households?

No

9. The project must be a rental project, or both are infeasible without AHSC Program funds, and other committed funds are available to complete the project, and the project 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 Act; the Unruh Civil Rights Act; GC Section 11135; Rehabilitation Act of 1973 Section 504; 24 CFR Part 100, 24 CFR Part 8, and 28 CFR Part 35)?

Yes

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

with no connections to natural gas infrastructure as described above?

Yes

Mixed-Use Affordable Housing Development, or Mixed-Use Development with non-residential uses are included, are powered entirely through natural gas infrastructure.

Uploaded to HCD?

Yes

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

If a local agency, is required for the Project, the application must include a statement from that agency that the Transportation Related Amenities Capital Project(s) is consistent with all applicable local rules and regulations of that entity.

If a local agency, required for the STI Capital Project?

Yes

If a local agency, the STI Capital Project is consistent with all applicable local rules, regulations, and policies enforced or implemented by that entity.

Uploaded to HCD?

Yes

If a project involving the Transportation Related Amenities Capital Project(s) involves the demolition of existing units that are replaced by the replacement of demolished units, comparable in size, of equal or greater affordability, and are located within comparable access to transit and include first right of return to displaced

These Guidelines apply to Sustainable Transportation Infrastructure or Transportation Related Amenities on a parcel, or any portion of a parcel, on which (1) residential dwelling units affordable to lower-income households currently occupying the parcel, or (2) residential dwelling units restricted to lower-income households that have been vacated or demolished

residential units?

No

residential units which (1) residential dwelling units affordable to lower income households currently occupying the parcel, or (2) residential dwelling units restricted to lower income households that have been vacated or demolished within the five year period preceding

No

Projects must demonstrate 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

potential health impacts of air pollution will be provided to residents of Affordable Housing

Yes

potential 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
as Section 7314 (a)-(d). Projects must also provide a preference for accessible units to
in compliance with TCAC regulations (California Code of Regulations (CCR), Title 4, Section
The Applicant or Developer of the Project must ensure that any other applicable federal, state, and

Yes

units involving new construction, acquisition and Substantial Rehabilitation, or conversion of
moderating broadband internet service with at least a speed of 100 megabits (50 megabits
per second for uploading.

Developers must provide a conduit from the public right of way or property line and provide
each unit and public common space to provide a broadband internet connection.

highest caliber connection. All Applicants should consult with their local jurisdictions
broadband internet service providers in the area.

Connections with speeds listed above must be made available to each Restricted Unit for a minimum
of the AHD's placed-in-service date.

Yes

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

Quantitative Policy Scoring – 52 Points Maximum

Total Quantitative Self Score **49.000**

| | | | | | | | | | | | |
|--|---|--|-------------|-----------------------------|--------------|--|------------------|---|-------|--------------|----------|
| (a) Active Transportation Improvements §107(a) - 14 Points Maximum | | | | | | | | | | 12 | |
| (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 | 1.300 | Total Context Sensitive Bikeway Mileage | 1.300 | | |
| 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 | | | | | | | | | | 3,200 | |
| (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). | | | | | | | | | | 4 | |
| 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 . | | | | | | | | Yes | | |
| (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 | | | | | | | | | | 10 | |
| (1) STI Funds Requested as percentage of Total AHSC Requested - 6 points maximum | | | | | | | | | | | |
| AHD & HRI Requested: | \$22,000,000 | STI Requested: | \$7,700,000 | Total AHSC Funds Requested: | \$31,971,048 | STI % of Total AHSC Requested: | 24% | 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: | \$1,500,000 | TRA (Transit Station or Stop) Requested: | \$1,200,000 | Total AHSC Funds Requested: | \$31,971,048 | TRA (Transit Station/Stop) Funds Req as % of Total AHSC Req: | 4% | TRA % of Total AHSC Requested: | 5% | 2 | |
| (3) Projects which provide documentation that their site is: - 2 points maximum | | | | | | | | | | 2 | |
| (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. | | | | | | | | | | Yes | |
| File Name | 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). | | | | | Uploaded to HCD? | Yes | | | |
| (d) Location Efficiency and Access to Destinations §107(d) - 3 Points Maximum | | | | | | | | | | 3.000 | |
| (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 | Yes | | | | | | | | | | |
| (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 | Yes |
| (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 |

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| (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 |

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|---|----------------------|--|------------------|-----|
| (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 | | | |

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| 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 |
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|--|---|--------|-------------|---|----------------------------------|----|-------------|--|-----------------|----|---|-------------------------------------|--------|---|---|----|-------------|--|-----------------|----|--|---|--------|
| (i) Housing Affordability §107(i) - 5 Points Maximum | | | 5.00 | | | | | | | | | | | | | | | | | | | | |
| <p>(1) For rental Affordable Housing Developments, the following shall apply:</p> <p>(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:</p> <table border="1"> <tr> <td>(i) 15 to 19.9 percent of total units = 1 points</td> <td>Extremely Low Income (ELI) Units</td> <td>25</td> <td rowspan="3">3.00</td> </tr> <tr> <td>(ii) 20.0 to 24.9 percent of total units = 2 points</td> <td>Total AHD Units</td> <td>92</td> </tr> <tr> <td>(iii) 25 percent or more of total units = 3 points</td> <td>ELI Units as a % of Total AHD Units</td> <td>27.17%</td> </tr> </table> <p>(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</p> <table border="1"> <tr> <td>(i) 10 to 19.9 percent of total units = 1 points</td> <td>Three-bedroom or larger units to Extremely Low Income or Very Low-Income households</td> <td>21</td> <td rowspan="3">2.00</td> </tr> <tr> <td>(ii) 20 percent or more of total units = 2 points</td> <td>Total AHD Units</td> <td>92</td> </tr> <tr> <td></td> <td>Three-bedroom or larger, ELI or VLI Units as a % of Total AHD Units</td> <td>22.83%</td> </tr> </table> | | | | (i) 15 to 19.9 percent of total units = 1 points | Extremely Low Income (ELI) Units | 25 | 3.00 | (ii) 20.0 to 24.9 percent of total units = 2 points | Total AHD Units | 92 | (iii) 25 percent or more of total units = 3 points | ELI Units as a % of Total AHD Units | 27.17% | (i) 10 to 19.9 percent of total units = 1 points | Three-bedroom or larger units to Extremely Low Income or Very Low-Income households | 21 | 2.00 | (ii) 20 percent or more of total units = 2 points | Total AHD Units | 92 | | Three-bedroom or larger, ELI or VLI Units as a % of Total AHD Units | 22.83% |
| (i) 15 to 19.9 percent of total units = 1 points | Extremely Low Income (ELI) Units | 25 | 3.00 | | | | | | | | | | | | | | | | | | | | |
| (ii) 20.0 to 24.9 percent of total units = 2 points | Total AHD Units | 92 | | | | | | | | | | | | | | | | | | | | | |
| (iii) 25 percent or more of total units = 3 points | ELI Units as a % of Total AHD Units | 27.17% | | | | | | | | | | | | | | | | | | | | | |
| (i) 10 to 19.9 percent of total units = 1 points | Three-bedroom or larger units to Extremely Low Income or Very Low-Income households | 21 | 2.00 | | | | | | | | | | | | | | | | | | | | |
| (ii) 20 percent or more of total units = 2 points | Total AHD Units | 92 | | | | | | | | | | | | | | | | | | | | | |
| | Three-bedroom or larger, ELI or VLI Units as a % of Total AHD Units | 22.83% | | | | | | | | | | | | | | | | | | | | | |

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|---|--|--|----------|
| (j) Programs §107(j) – 3 Points Maximum | | | 3 |
| <p>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.</p> <p>Please see Guidelines for items that should be included in the proposed workplan:</p> <p>Programs proposed under this section must fall under one of these four categories to be eligible for points.</p> <p>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</p> <p>(A) Low-Income Zero Emission Vehicle (ZEV) Car Sharing Programs: Programs that provide free or reduced cost access to Zero Emission Vehicle Car Sharing Programs.</p> <p>(B) 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.</p> <p>(C) 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.</p> <p>(D) Which, above program, category will the applicant(s) choose from to propose the AHSC-funded Program (PGM) <input type="text" value="(C)"/></p> <p>Program Name <input type="text" value="AHD Resident Support"/></p> <p>Non-profit organization name <input type="text" value="Midpen Housing"/></p> | | | |

| | | | | |
|-----------|-----------------------------------|---|------------------|-----|
| File Name | AHSC funded pgm Commitment letter | If pursuing Section 107 Quantitative 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

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

Per answers within Application

| FILE NAME | FILE DESCRIPTION | | |
|-----------------------------------|---|----------------|---|
| 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. | Not Applicable | ✗ |
| 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). | Included | ✓ |
| 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 | ✓ |

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| 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). | Included | ✓ |
| 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. | Included | ✓ |
| 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. | Not Applicable | ✗ |
| 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. | Included | ✓ |
| 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. | Not Applicable | ✗ |
| 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 6 permanent sources, plus Equity Investor if known at time of application. | Included | ✓ |
| EFC STI1; EFC STI2; EFC STI3; etc. | Supporting documentation for the 1 non-AHSC STI funding commitments. | Included | ✓ |
| EFC TRA1; EFC TRA2; EFC TRA3; etc. | Supporting documentation for the 0 non-AHSC TRA funding commitments. | Not Applicable | ✗ |
| 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). | Included | ✓ |
| 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 107Quantitative 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. | Included | ✗ |
|------------------------|--|----------|---|

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. | Included | 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

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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):

| |
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|--|

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 <i>past ten years</i> ? | |
| 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)

Benefits Calculator Tool at "Project Info" Worksheet, Cell reference at right if each item below.

| | |
|------------------------------------|------------|
| 850 Turk Street | Cell = E23 |
| AHSC0001038 | Cell = E24 |
| San Francisco | Cell = E25 |
| Transit Oriented Development (TOD) | Cell = E26 |
| Lisa Howlett | Cell = E27 |
| 650-339-5721 | Cell = E28 |
| lhowlett@midpen-housing.org | Cell = E29 |
| \$31,971,048 | Cell = E31 |
| no data provided at application | Cell = E32 |
| no data provided at application | Cell = E33 |

Benefits Calculator Tool at "Affordable Housing Inputs" Worksheet, , Cell reference at right if each item

| | |
|---------------------------------|------------|
| 8 | Cell = C20 |
| 92 | Cell = C21 |
| 91 | Cell = C22 |
| 108 | Cell = C23 |
| No | Cell = C24 |
| 98,719 | Cell = C25 |
| no data provided at application | Cell = C26 |
| Yes | Cell = C28 |
| no data provided at application | Cell = C39 |
| no data provided at application | Cell = C40 |
| 91 | Cell = C45 |
| \$1,176 | 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 | | | | | | | |
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| 9 | | | | | | | |
| 10 | | | | | | | |

**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

Shwetha Subramanian, Chief Real Estate
Development Officer
MidPen Housing Corporation
303 Vintage Park Drive, Suite 250
Foster City, CA 94404

Sara Amaral, Director of Housing
Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Dear Shwetha Subramanian 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
MidPen Housing Corporation and City and County of San Francisco –
850 Turk Street
Contract No. 23-AHSC-17947 and 23-AHSC-17948**

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 MidPen Housing Corporation and the City and County of San Francisco (“**Awardees**”). This conditional award is a loan and grant in the amount of \$31,971,048 (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 | \$22,000,000 | 23-AHSC-17947 |
| AHSC Program Grant Award | \$9,971,048 | 23-AHSC-17948 |

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 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 Awardees on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardees 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 Awardees 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 Awardees 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:

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 Awardees to resubmit Authorization and Organizational Documents if the original submittals were determined to be inaccurate or incomplete.

III. Delivery of Standard Agreement

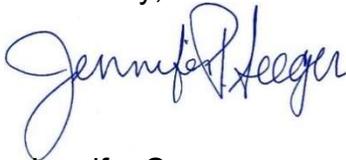
In an effort to be responsive to each Awardee’s closing needs and to ensure timely commitment of funds, the Department commits to delivering an execution copy of the Standard Agreement relative to this Conditional Award within ninety (90) calendar days of receiving all required documents, including all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

IV. Deadline to Secure Permanent Financing

Please note that the Awardees 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,

A handwritten signature in blue ink that reads "Jennifer Seeger". The signature is fluid and cursive, with the first name being more prominent.

Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award form

**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

Shwetha Subramanian, Chief Real Estate
Development Officer
MidPen Housing Corporation
303 Vintage Park Drive, Suite 250
Foster City, CA 94404

Sara Amaral, Director of Housing
Development
City and County of San Francisco
1 South Van Ness Avenue, 5th Floor
San Francisco, CA 94103

Dear Shwetha Subramanian 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
MidPen Housing Corporation and City and County of San Francisco –
850 Turk Street
Contract No. 23-AHSC-17947 and 23-AHSC-17948**

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 MidPen Housing Corporation and the City and County of San Francisco (“**Awardees**”). This conditional award is a loan and grant in the amount of \$31,971,048 (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 | \$22,000,000 | 23-AHSC-17947 |
| AHSC Program Grant Award | \$9,971,048 | 23-AHSC-17948 |

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 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**”).

Affordable Housing and Sustainable Communities, Round 7, Conditional Award Commitment
850 Turk Street
September 1, 2023
Page 2

The Department is making this Conditional Award to the Awardees on the basis of, and in reliance upon, the representations, warranties, projections, and descriptions that the Awardees 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 Awardees 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 Awardees 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:

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

Affordable Housing and Sustainable Communities, Round 7, Conditional Award Commitment
850 Turk Street
September 1, 2023
Page 3

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 Awardees to resubmit Authorization and Organizational Documents if the original submittals were determined to be inaccurate or incomplete.

III. Delivery of Standard Agreement

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

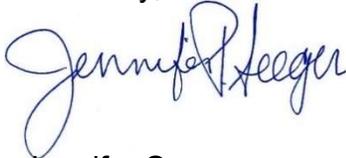
Affordable Housing and Sustainable Communities, Round 7, Conditional Award Commitment
850 Turk Street
September 1, 2023
Page 4

IV. Deadline to Secure Permanent Financing

Please note that the Awardees 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

Department of Housing and Community Development

Affordable Housing and Sustainable Communities

Acceptance of Terms and Conditions of Conditional Award

MidPen Housing Corporation, and City and County of San Francisco ("**Awardees**")
850 Turk Street ("**Project**")

Affordable Housing and Sustainable Communities (AHSC) award totaling \$31,971,048 ("**Conditional Award**") as detailed below:

| AHSC Program Award Components | Award Amount | Contract Number |
|-------------------------------|--------------|----------------------|
| Loan Award | \$22,000,000 | 23-AHSC-17947 |
| Grant Award | \$9,971,048 | 23-AHSC-17948 |
| HRI component | \$0 | |
| STI component | \$7,700,000 | |
| TRA component | \$1,500,000 | |
| PGM component | \$771,048 | |

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:
Shwetha Subramanian 9/6/2023 | 11:40:27 AM PDT

Shwetha Subramanian, Chief Real Estate Development Officer Date
MidPen Housing Corporation

DocuSigned by:
Sara F. Amaral 9/6/2023 | 11:47:55 AM PDT

Sara Amaral, Director of Housing Development Date
City and County of San Francisco

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

- Authorized Representatives Verified
- All Parties Signed

Date Received: _____

**RESOLUTION OF THE BOARD OF DIRECTORS OF
MIDPEN HOUSING CORPORATION**

Affordable Housing & Sustainable Communities Program

RESOLUTION NO.: 2023-XX

850 Turk Street

WHEREAS, the California Department of Housing and Community Development ("Department") and the Strategic Growth Council ("SGC") has issued an Affordable Housing & Sustainable Communities Program ("AHSC" or "AHSC Program") Notice of Funding Availability, dated January 30, 2023 and amended on March 15, 2023 ("AHSC Program NOFA").

WHEREAS, **MidPen Housing Corporation**, a California nonprofit public benefit corporation ("Corporation"), is authorized as active and in good standing to do business in the State of California, and it is in the Corporation's best interests to participate in the AHSC Program on its own behalf as the Sponsor.

WHEREAS, Corporation submitted an application to the Department in response to the AHSC Program NOFA (the "Application") and in the foregoing capacity, and was determined to be an eligible Sponsor under the AHSC Program.

WHEREAS, Department and SGC have made a conditional commitment of AHSC Program funds to assist 850 Turk Street (the "Project"), and such commitment was made pursuant to that certain conditional award letter, dated September 1, 2023 (the "Award Letter").

WHEREAS, pursuant to the Award Letter, the Department and SGC made a conditional award of AHSC Program funds to the awardees thereon as follows:

| AHSC Program Award Component | Award |
|------------------------------|--------------|
| AHSC Program Loan Award | \$22,000,000 |
| AHSC Program Grant Award | \$771,048 |
| Total: | \$22,771,048 |

WHEREAS, the AHSC Program Loan Award and AHSC Program Grant Award expressly identified above will hereinafter jointly be referred to as the "AHSC Program Award."

NOW, THEREFORE, IT IS RESOLVED, that the Corporation is hereby authorized and directed to act on its own behalf as the Sponsor in connection with the AHSC Program Award.

RESOLVED FURTHER: Corporation is hereby authorized and directed to accept and incur an obligation for the AHSC Program Loan Award. That in connection with the total amount of the AHSC Program Loan Award, the Corporation, on its own behalf as the Sponsor, is authorized and directed to enter into, execute, and deliver one or more STD 213(s), Standard Agreement(s), and any and all other documents required or deemed necessary or appropriate to secure the AHSC Program Award from the Department and to participate in the AHSC Program(s), and all amendments thereto (collectively, the "AHSC Program Award Documents").

RESOLVED FURTHER: Corporation is hereby authorized and directed to accept and incur an obligation for the AHSC Program Grant Award. That in connection with the full amount of the AHSC Program Grant Award, the Corporation, is authorized and directed to enter into, execute, and deliver a STD 213, Standard Agreement, and any and all other documents required or deemed necessary or appropriate to secure or evidence the AHSC Program Grant Award from the Department and to participate in the AHSC Program, and all amendments thereto (collectively, the "AHSC Program Award Documents").

RESOLVED FURTHER: Corporation acknowledges and agrees that it shall be subject to the terms and conditions specified in the STD 213(s), Standard Agreement(s), and that the AHSC Program NOFA and the Application will be incorporated by reference therein and made a part thereof. Corporation also acknowledges and agrees that any and all activities, expenditures, information, and timelines represented and described in the Application are enforceable through the relevant STD 213(s), Standard Agreement(s). Corporation also acknowledges and agrees that Program Award funds are to be expended only on the eligible uses and activities identified in the relevant STD 213(s), Standard Agreement(s).

RESOLVED FURTHER: That Matthew O. Franklin, President/CEO or Shwetha Subramanian, Assistant Secretary are hereby authorized to execute the Program Award Documents on behalf of the Corporation for itself as Sponsor.

Passed and adopted, effective as of October 19, 2023, by the consent of the Board of Directors of the Corporation by the following vote:

___AYES

___NAYS

___ABSTAIN

___ABSENT

Gina Diaz, Secretary

CERTIFICATE OF THE SECRETARY OF THE CORPORATION

The undersigned, Secretary of the Corporation, does hereby attest and certify that the foregoing is a true, full and correct copy of a resolution that was duly adopted by the Corporation's governing body on **October 19, 2023**, and that the resolution has not been altered, amended, modified, repealed, rescinded, or annulled.

DATE: March 9, 2023

Gina Diaz, Secretary

DRAFT

NOTICE AND INSTRUCTIONS

1. **Notice.** The Department is providing this template Authorizing Resolution as informational guidance only. This language and the table may require modification and customization in order to accurately reflect your entity and/or your entity's participation in the relevant Program(s). Accordingly, the Department encourages each entity to consult with professional legal counsel during the development of its own formal, legally binding statement that it is authorized to participate in the relevant Program(s). Please note, however, that any limitations or conditions on the authority of the signatory or signatories to execute the Program Award Documents may result in the Department rejecting the Authorizing Resolution.
2. **Accuracy, Verification.** The Department will verify that this Authorizing Resolution comports with the entity's organizational documents. The entity must timely notify the Department, in writing, of any factors that limit its ability to provide an Authorizing Resolution which is materially consistent with this template.
3. **Authorized Signatory or Signatories, Designee.** The entity may authorize multiple signatories, so long as there is clarifying language as to whether the signatories are authorized to execute the Program Award Documents individually or collectively. In addition, the entity may authorize a designee of the authorized signatory to execute the Program Award Documents. In such case, the entity must append a supporting document (e.g., memorandum, meeting notes of official action), which indicates the name and title of the designee who is authorized to legally bind the entity.
4. **Certification of Authorizing Resolution.** The individual who certifies the Authorizing Resolution cannot also be authorized to execute the Program Award Documents on behalf of the entity.

[Accept and Expend Grant - California Department of Housing and Community Development Affordable Housing and Sustainable Communities Program – 850 Turk Street - \$31,971,048]

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 \$31,971,048, including \$22,000,000 disbursed by HCD as a loan to the MP Turk Street Associates, L.P. (“Developer”) for a 100% affordable housing project at 850 Turk Street and \$9,971,048 to be disbursed as a grant to the City for public transportation improvements near 850 Turk Street, for the period starting on the execution date of the Standard Agreements to _____; authorizing MOHCD to accept and expend the grant of up to \$9,971,048 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

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

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

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

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

15 WHEREAS, The State of California owns that certain property located at 850 Turk
16 Street in San Francisco, which has been declared an Excess Site for affordable housing; and

17 WHEREAS, MP Turk Associates, L.P., a California limited partnership (“Developer”),
18 requested that the City and County of San Francisco (the “City”), acting by and through
19 Mayor’s Office of Housing and Community Development (“MOHCD”), be a joint applicant for
20 AHSC Program funds for its project located at 850 Turk Street consisting of new construction
21 of a 92-unit 100% affordable multifamily rental housing development affordable to low-income
22 households (the “Project”) identified as 850 Turk Street (“850 Turk Street”); and

23 WHEREAS, The San Francisco Municipal Transportation Agency (“SFMTA”) plans to
24 perform transportation infrastructure improvements to advance Better Market Street consisting
25 of targeted improvements to traffic signals, upgrades to Traffic Signal Priority, improved

1 bicycle safety infrastructure, and other transit related amenities approved by the Department
2 (the “SFMTA Work”); and

3 WHEREAS, On April 8, 2022, by Notice of Exemption, the California Department of
4 General Services by SCH Number 2022040213 determined that the development of the
5 Project met all the standards of the Class 32 “Infill” Categorical Exemption (CEQA Guideline
6 Section 15332) and the California Public Resources Code 21000 et seq., and would therefore
7 not be subject to the California Environmental Quality Act (“CEQA”); a copy of the Notice of
8 Exemption is on file with the Clerk of the Board of Supervisors in File No. _____, and is
9 incorporated herein by reference; and

10 WHEREAS, The Department proposes to maximize the use of available grant funds on
11 program expenditures by not including indirect costs in the grant budget; and

12 WHEREAS, Through an award letter dated September 1, 2023, the Department made
13 an award in the total amount of \$31,971,048, which includes \$22,000,000 to be disbursed by
14 HCD as a loan to the Developer for the Project, and up to \$9,971,048 to be disbursed as a
15 grant to the City for the SFMTA Work and other transit-oriented programming and
16 improvements approved by HCD, subject to the terms and conditions of the STD 213,
17 Standard Agreement (“Standard Agreement”), a copy of which is on file with the Clerk of the
18 Board of Supervisors in File No. _____; now, therefore, be it

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

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

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

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

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

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

DRAFT

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Recommended:

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

Approved:

London N. Breed, Mayor

Ben Rosenfield, Controller

DRAFT

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:

CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

| | |
|--|-------------------------|
| AGREEMENT NUMBER 23-AHSC-17948 | AMENDMENT NUMBER |
|--|-------------------------|

| | |
|---|--------------------------------------|
| 1. CONTRACTOR'S NAME MidPen Housing Corporation, and City and County of San Francisco | 2. FEDERAL I.D. NUMBER N/A |
|---|--------------------------------------|

| | | |
|--|---|--------------------------------------|
| 3. AGENCY TRANSMITTING AGREEMENT Housing and Community Development | 4. DIVISION, BUREAU, OR OTHER UNIT Financial Assistance | 5. AGENCY BILLING CODE N/A |
|--|---|--------------------------------------|

| | | |
|----------------------------------|------------------|-------------------------|
| 6a. CONTRACT ANALYST NAME | 6b. EMAIL | 6c. PHONE NUMBER |
|----------------------------------|------------------|-------------------------|

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

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

8. BRIEF DESCRIPTION OF SERVICES
 Land-use, housing, transportation, and land preservation projects to support infill and compact development that reduce greenhouse gas ("GHG") emissions.

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

The AHSC Program, funded from the Greenhouse Gas Reduction Fund, will assist project areas by providing grants and/or loans, or any combination thereof, that will achieve GHG emissions reductions and benefit Disadvantaged Communities through increasing accessibility between destinations 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.

10. PAYMENT TERMS (More than one may apply)

| | | | |
|--|---|---|--|
| <input type="checkbox"/> Monthly Flat Rate | <input type="checkbox"/> Quarterly | <input type="checkbox"/> One-Time Payment | <input checked="" type="checkbox"/> Progress Payment |
| <input type="checkbox"/> Itemized Invoice | <input type="checkbox"/> Withhold 0% | <input type="checkbox"/> Advanced Payment Not To Exceed | |
| <input type="checkbox"/> Reimbursement/Revenue | \$ \$ 0.00 | or | 0% |
| <input type="checkbox"/> Other (Explain) | | | |

11. PROJECTED EXPENDITURES

| FUND TITLE | ITEM | FISCAL YEAR | CHAPTER | STATUTE | PROJECTED EXPENDITURES |
|---|--------------------|-------------|---------|---------|---|
| Greenhouse Gas Reduction Fund | 2240 601 3228 Cat. | 2023/2024 | 36 | 2014 | \$ 9,971,048.00 |
| OBJECT CODE | | | | | AGREEMENT TOTAL |
| 22402000/45302 = \$9,200,000.00 5432000 - Grants and Subventions - Governmental | | | | | \$ 9,971,048.00 |
| 22402000/45302 = \$771,048.00 5432500 - Grants and Subventions - Non-Governmental | | | | | |
| OPTIONAL USE | | | | | AMOUNT ENCUMBERED BY THIS DOCUMENT |
| | | | | | \$ 9,971,048.00 |
| | | | | | PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT |
| | | | | | \$ 0.00 |
| <i>I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.</i> | | | | | TOTAL AMOUNT ENCUMBERED TO DATE |
| | | | | | \$ 9,971,048.00 |

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

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

23-AHSC-17948

AMENDMENT NUMBER

12. AGREEMENT

Table with 5 columns: AGREEMENT, TERM FROM, TERM THROUGH, TOTAL COST OF THIS TRANSACTION, BID, SOLE SOURCE, EXEMPT. Rows include Original, Amendment No. 1, 2, 3, and a TOTAL row.

13. BIDDING METHOD USED:

- Request for Proposal (RFP) (Attach justification if secondary method is used)
Invitation for Bid (IFB)
Other (Explain) SCM Vol 1, 5.80, B.2.b
Use of Master Service Agreement
Sole Source Contract (Attach STD. 821)

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

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

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

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

N/A

17a. JUSTIFICATION FOR CONTRACTING OUT (Check one)

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

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

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

Table with 3 columns: AUTHORIZED SIGNATURE, SIGNER'S NAME (Print or Type), DATE SIGNED. All fields contain N/A.

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

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

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

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

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

22. REQUIRED RESOLUTIONS ARE ATTACHED

- No Yes N/A

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

- No Yes

SB/DVBE Certification Number:

N/A

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?

- (If an amendment, explain changes, if any) No (Explain Below) Yes % of Agreement

N/A

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

- No Yes (If Yes, provide justification below)

N/A

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

Table with 3 columns: SIGNATURE, NAME/TITLE (Print or Type), DATE SIGNED. Name: Contracts Office / Contracts Analyst.

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

23-AHSC-17948

AMENDMENT NUMBER

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

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

DRAFT

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

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

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

STD 213 (Rev. 04/2020)

23-AHSC-17948

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

MidPen Housing Corporation, 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:

\$9,971,048.00

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 | 4 |
| Exhibit C* | State of California General Terms and Conditions | GTC - 04/2017 |
| Exhibit D | AHSC Program Terms and Conditions | 16 |
| Exhibit E | Special Conditions | 15 |
| TOTAL NUMBER OF PAGES ATTACHED | | 40 |

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

See Attached

CONTRACTOR BUSINESS ADDRESS

See Attached

CITY

See Attached

STATE

See Attached

ZIP

See Attached

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

See Attached

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

TITLE

Contracts 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

MidPen Housing Corporation

a California nonprofit public benefit corporation

By: _____ Date: _____

Shwetha Subramanian
Assistant Secretary

Address:

303 Vintage Park Drive, Suite 250
Foster City, CA 94404

City and County of San Francisco

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

By: _____ Date: _____

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

Address:

1 South Van Ness Avenue, Fifth Floor, Attn: MOHCD
San Francisco, CA 94103

Prep Date: 10/19/2023

DRAFT

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

Affordable Housing and Sustainable Communities (AHSC) Program

Round 7 - Grant

NOFA Date: 01/30/2023

Approved Date: 05/03/2023

Prep. Date: 10/19/2023

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.

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 MTCO_{2e} 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.

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.

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 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.

EXHIBIT B

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.

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

EXHIBIT B

- 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,
 - 2) Proper disbursement and use of Program funds have occurred,

EXHIBIT B

- 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

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

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

EXHIBIT D

satisfactory to the Department that all mitigation requirements have been satisfied.

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

The Recipient agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity, and all other matters applicable to the Work, the Recipient, its Contractors or Subcontractors, and any Grant activity.

11. Litigation

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

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

EXHIBIT D

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

Affordable Housing and Sustainable Communities (AHSC) Program
Round 7 - Grant
NOFA Date: 01/30/2023
Approved Date: 05/03/2023
Prep. Date: 10/19/2023

EXHIBIT D

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

EXHIBIT D

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).

EXHIBIT D

27. Construction Phase Information

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

- A. Information during the construction period, including but not limited to all change orders and modifications to the construction documents, and all inspection reports of the Work. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.
- B. Information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the 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

EXHIBIT D

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

EXHIBIT D

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.

EXHIBIT D

- 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

EXHIBIT D

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.

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

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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 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.

EXHIBIT D

- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Work in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or any law.
- D. This Agreement may be canceled by the Department under any of the following conditions:
 - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement;
 - 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.

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- 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.
- 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.

EXHIBIT E

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 September 29, 2023.

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

The Award Letter is dated September 1, 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) |

EXHIBIT E

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:

| 850 Turk Street San Francisco, CA 94102 San Francisco County | | 850 Turk Street | | |
|--|--------------------|----------------------|-------------------------------|--------------------------|
| 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 | 8 | 8 | 30% | 8 |
| 0 | 12 | 12 | 40% | 12 |
| 0 | 8 | 8 | 50% | 8 |
| 1 | 5 | 5 | 30% | 5 |
| 1 | 5 | 5 | 40% | 5 |
| 1 | 3 | 3 | 50% | 3 |
| 1 | 3 | 3 | 60% | 3 |
| 2 | 6 | 6 | 30% | 6 |
| 2 | 6 | 6 | 40% | 6 |
| 2 | 4 | 4 | 50% | 4 |
| 2 | 4 | 4 | 60% | 4 |
| 3 | 6 | 6 | 30% | 6 |
| 3 | 9 | 9 | 40% | 9 |
| 3 | 6 | 6 | 50% | 6 |
| 3 | 6 | 6 | 60% | 6 |
| 2 | 1 | 1 | manager | 0 |

EXHIBIT E

| | | | | |
|---------------------|----|----|--|----|
| Total Project Units | 92 | 91 | | 91 |
|---------------------|----|----|--|----|

* 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:

PGM#1 Component will provide on-site instructor-led adult education, health and wellness, or skill building classes to AHD residents.

PGM#2 Component will provide one transit pass per unit with a minimum value of 40 average commute-length rides per month, as determined by San Francisco Municipal Transportation Agency, for three years, free of charge to the residents.

PGM#3 Component will partner with Eviction Defense Collaborative (EDC) to support primarily low-income BIPOC tenants and City of San Francisco shelter residents

EXHIBIT E

struggling with rent increases, evictions, housing discrimination, and landlord harassment by providing free legal representation.

PGM#4 Component will partner with the San Francisco Office of Economic and Workforce Development, via Mission Hiring Hall, to share construction industry workforce opportunities and provide application support to targeted disadvantaged populations with a goal of addressing the lack of equity and representation in sustainable employment pathways within the local community.

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

Sustainable Transportation Infrastructure

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

STI#1 Component will partner with the City of San Francisco to improve transit reliability through traffic signal upgrades on five transit routes and will increase bicycle and pedestrian safety by restricting private vehicle use on the street, upgrading protections to existing bicycle facilities, and improving 20 crosswalks, 10 ADA curb ramps, pedestrian signals, and other walking infrastructure. The STI work is within the 1.0 mi-radius Project Area.

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:

TRA#1 component will partner with the City of San Francisco to improve transit accessibility by installing four new bus bulb outs wide enough to increase rider circulation and accommodate users currently unable to access the stops, such as those using wheelchairs. The TRA work is within the 1.0 mi-radius Project Area.

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

Affordable Housing and Sustainable Communities (AHSC) Program

Round 7 - Grant

NOFA Date: 01/30/2023

Approved Date: 05/03/2023

Prep. Date: 10/19/2023

EXHIBIT E

| AHSC Round 6 Guidelines, Section 107 Reference | Application Score |
|--|-------------------|
| (a) GHG Transit | |
| (b) GHG Housing, Active Transportation, and Renewable Energy | |
| (c) GHG Efficiency | 9 |
| (d) Active Transportation Improvements | 12 |
| (e) Green Buildings and Renewable Energy | 3 |
| (f) Housing and Transportation Collaboration | 10 |
| (g) Location Efficiency and Access to Destinations | 3.00 |
| (h) Funds Leveraged | 4 |
| (i) Anti-Displacement Strategies | 4 |
| (j) Local Workforce Development & Hiring Practices. | 3 |
| (k) Housing Affordability | 3 |
| (l) Programs | 3 |
| (m) Collaboration & Planning | 4 |
| (n) Community Benefits & Engagement | 6 |
| (o) Community Climate Resiliency | 3 |
| (p) Community Air Pollution Exposure Mitigation | |

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 19,994. This information can be found on the SGC's website in a document titled Round 7 Data for Public Release

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 |

EXHIBIT E

| PGM PERFORMANCE MILESTONES | DATE |
|---|------------|
| Identification and commitment of program operator and partners. | 10/31/2024 |
| Completion of a business or a work plan. | |
| Program funds fully disbursed. | 08/30/2028 |

| 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. | 10/31/2024 |
| Site Control of STI site(s) by proposed developer. | |
| Completion of all necessary environmental clearances, including those required under CEQA and NEPA. | 10/15/2019 |
| Obtaining all necessary and discretionary public land use approvals. | |
| Submission of final construction drawings and specifications to the appropriate local permitting authority. | 04/01/2026 |
| Commencement of construction of STI. | 04/01/2027 |
| Construction completion of STI and closeout. | 04/01/2028 |
| Program funds fully disbursed. | 08/30/2028 |

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. | 10/31/2024 |
| Site Control of TRA site(s) by proposed developer. | |
| Completion of all necessary environmental clearances, including those required under CEQA and NEPA. | 10/15/2019 |
| Obtaining all necessary and discretionary public land use approvals. | |
| Submission of final construction drawings and specifications to the appropriate local permitting authority. | 04/01/2026 |
| Commencement of construction of TRA. | 04/01/2027 |
| Construction completion of TRA and closeout. | 04/01/2028 |
| Program funds fully disbursed. | 08/30/2028 |

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Provision Ex. A-E.12 (As Referenced in Exhibit A, section 7)

Affordable Housing and Sustainable Communities (AHSC) Program
 Round 7 - Grant
 NOFA Date: 01/30/2023
 Approved Date: 05/03/2023
 Prep. Date: 10/19/2023

EXHIBIT E

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 5 th Floor San Francisco, CA 94103 |
| Phone No.: | 628-652-5808 |
| Email: | Sara.amaral@sfgov.org |

| | |
|----------------------------------|---|
| Recipient: | MidPen Housing Corporation |
| Authorized Representative Name: | Shwetha Subramanian |
| Authorized Representative Title: | Assistant Secretary |
| Address: | 303 Vintage Park Dr. STE 250 Foster City, CA 94404 |
| Phone No.: | 510-426-5677 |
| Email: | Shwetha.subramanian@midpen-housing.org |

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 N/A.

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 \$771,048.

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 \$7,700,000.

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 \$1,500,000.

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

| Payee Name | Activity | Award Amount |
|--------------------------------|----------|--------------|
| City & County of San Francisco | STI | \$7,700,000 |
| | TRA | \$1,500,000 |
| | PGM | \$771048 |

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 | | | | |
|---|--|--------------|-------------------------------------|--------------------------|
| 850 Turk Street | | | 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 |

EXHIBIT E

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

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

| BUDGET AND SOURCES | | | | |
|--|--|-----------------|--|-----------------------------|
| 850 Turk Street | | | City and County of San Francisco | |
| 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 | | \$0 | \$0 | \$0 |
| TOTAL PROGRAM COSTS | | \$771,048 | \$771,048 | \$0 |

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 | | | | |
|---|--|---------------------|-------------------------------------|--------------------------|
| 850 Turk Street | | | 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 | | \$7,800,000 | \$5,843,000 | \$1,957,000 |
| SOFT COSTS AND OTHER PROJECT RELATED COSTS | | | | |
| Total Soft Cost and Other Project Related Costs | | \$2,900,000 | \$1,857,000 | \$1,043,000 |
| TOTAL PROJECT COSTS | | \$10,700,000 | \$7,700,000 | \$3,000,000 |

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

SOURCES AND USES – TRA

Affordable Housing and Sustainable Communities (AHSC) Program
 Round 7 - Grant
 NOFA Date: 01/30/2023
 Approved Date: 05/03/2023
 Prep. Date: 10/19/2023

EXHIBIT E

PROJECT BUDGET

| INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES | | | | |
|---|--|--------------------|-------------------------------------|--------------------------|
| 850 Turk Street | | | 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 | | \$1,350,000 | \$1,350,000 | \$0 |
| SOFT COSTS AND OTHER PROJECT RELATED COSTS | | | | |
| Total Soft Cost and Other Project Related Costs | | \$150,000 | \$150,000 | \$0 |
| TOTAL PROJECT COSTS | | \$1,500,000 | \$1,500,000 | \$0 |

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

Affordable Housing and Sustainable Communities (AHSC) Program
 Round 7 - Grant
 NOFA Date: 01/30/2023
 Approved Date: 05/03/2023
 Prep. Date: 10/19/2023

EXHIBIT E

850 Turk Street

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

DRAFT

HCD AHSC 850 Turk Expenditure Schedule

Proposed expenditures for the HCD AHSC 850 Turk Street Grant.

| | Agency | Project Description | HCD Funding Amount |
|--------|---|---|---------------------------|
| STI | San Francisco Municipal Transportation Agency (SFMTA) via the Mayor's Office of Housing and Community Development (MOHCD) | The Better Market Street project Sustainable Transportation Infrastructure improves transit reliability and improves bicycle and pedestrian safety. The project improves transit reliability through targeted improvements to traffic signals and upgrades to Traffic Signal Priority. Lastly, this project improves bicyclist safety through a full restriction on private vehicles using the street, upgrades protections to existing protected bicycle facilities and improves all pedestrian crossings through upgraded crosswalks, accessible pedestrian signals and other walking infrastructure. | \$7,700,000 |
| TRA | San Francisco Municipal Transportation Agency (SFMTA) via the Mayor's Office of Housing and Community Development (MOHCD) | The Better Market Street project Transportation Related Amenities improves transit accessibility . The existing transit boardings on Market St. do not have enough width to permit people in wheelchairs from to boarding and alight from buses, with thousands of riders per day inconvenienced and many people who use wheelchairs fully unable to use the stops. This project would install new bus bulbouts that would provide accessibility and improve all bus riders' circulation and comfort. | \$1,500,000 |
| PGM #1 | MP Turk Street Associates, L.P. via MidPen Housing Corporation | In addition to the basic resident services offered to AHD residents, this program will provide instructor-led adult education, health and wellness, or skill building classes. This 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. Excludes: Drop-in computer labs, monitoring or technical assistance. | \$150,000 |
| PGM #2 | MP Turk Street Associates, L.P. via MidPen Housing Corporation | 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. | \$321,048 |

HCD AHSC 850 Turk Expenditure Schedule

| | | | |
|--------|---|---|-----------|
| PGM #3 | Eviction Defence Collaborative via MidPen Housing Corporation | 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. | \$150,000 |
| PGM #4 | Mission Hiring Hall via MidPen Housing Corporation | Mission Hiring Hall serves as the construction sector coordinator to the San Francisco Office of Economic and Workforce Development. In this role Mission Hiring Hall is responsible for the targeted recruitment in underserved communities sharing the opportunities available in the construction sector. Candidates are supported throughout the application process and once accepted into construction training, trainees learn foundational skill, and obtain industry-recognized trade certifications and are able to enter the construction trades as apprentices. | \$150,000 |

Total: \$9,971,048

Turk Street and Golden Gate Avenue Affordable Housing Project

Summary

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

Contact Information

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

Location

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

Notice of Exemption

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

Notice of Exemption

Appendix E

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

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

County Clerk
County of: _____

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

Project Applicant: MidPen Housing

Project Location - Specific:

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

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

Description of Nature, Purpose and Beneficiaries of Project:

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

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

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

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

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

Reasons why project is exempt:

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

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

If filed by applicant:

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

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

Signed by Lead Agency Signed by Applicant

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

Date Received for filing at OPR: _____



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 #: 240021

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

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

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

| 6. CONTRACT | | |
|--|--------------------------------|--|
| DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S) | ORIGINAL BID/RFP NUMBER | FILE NUMBER (If applicable) 240021 |
| DESCRIPTION OF AMOUNT OF CONTRACT \$31,971,048 | | |
| NATURE OF THE CONTRACT (Please describe) Resolution to accept and expend Affordable Housing and Sustainable Communities (AHSC) program funds for a 100% affordable housing project at 850 Turk Street and public transportation improvements near 850 Turk Street. | | |

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

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

9. AFFILIATES AND SUBCONTRACTORS

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

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

9. AFFILIATES AND SUBCONTRACTORS

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

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

9. AFFILIATES AND SUBCONTRACTORS

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

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

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

10. VERIFICATION

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

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

| | |
|---|---------------------------|
| <p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p> | <p>DATE SIGNED</p> |
|---|---------------------------|

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



London N. Breed
Mayor

Eric D. Shaw
Director

TO: Angela Calvillo, Clerk of the Board of Supervisors

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

DATE: December 7, 2023

SUBJECT: Accept and Expend Resolution for Affordable Housing and Sustainable Communities (AHSC) Program at 850 Turk

GRANT TITLE: Affordable Housing and Sustainable Communities Program – 850 Turk

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