

File No. 251054

Committee Item No. 2

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date November 5, 2025

Board of Supervisors Meeting Date _____

Cmte Board

- | | | |
|---|--------------------------|--|
| ☐ | ☐ | Motion |
| ☒ | ☐ | Resolution |
| ☐ | ☐ | Ordinance |
| ☐ | ☐ | Legislative Digest |
| ☐ | ☐ | Budget and Legislative Analyst Report |
| ☐ | ☐ | Youth Commission Report |
| ☐ | ☐ | Introduction Form |
| ☒ | ☐ | Department/Agency Cover Letter and/or Report |
| <ul style="list-style-type: none">• CAL HCD Letter 9/30/2025• MOHCD Memo 9/12/2025• MYR Letter 10/21/2025 | | |
| ☐ | ☐ | MOU |
| ☒ | ☐ | Grant Information Form |
| ☒ | ☐ | Grant Budget/Expenditure Schedule |
| ☐ | ☐ | Subcontract Budget |
| ☒ | ☐ | Contract/Agreement |
| <ul style="list-style-type: none">• DRAFT IIGC Standard Agreement 213 and Summary 215 | | |
| ☐ | ☐ | Form 126 – Ethics Commission |
| ☒ | ☐ | Award Letter |
| ☒ | ☐ | Application |
| ☒ | ☐ | Public Correspondence |

OTHER (Use back side if additional space is needed)

- | | | |
|-------------------------------------|--------------------------|--|
| ☒ | ☐ | <u>Request for Concept Proposals 11/30/2022</u> |
| ☒ | ☐ | <u>Exhibits A, B, D, and E</u> |
| ☒ | ☐ | <u>PLN Commission Motion No. 18325 4/21/2011</u> |
| ☒ | ☐ | <u>Cal HCD Letter 9/30/2025</u> |
| ☒ | ☐ | <u>MOHCD Presentation 11/5/2025</u> |
| ☐ | ☐ | _____ |
| ☐ | ☐ | _____ |

Completed by: Brent Jalipa Date October 30, 2025

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - California Department of Housing and Community Development
2 Infill Infrastructure Grant Program - Catalytic Qualifying Infill Area - \$45,000,000]

3 **Resolution authorizing the Mayor’s Office of Housing and Community Development**
4 **(“MOHCD”) to execute a Standard Agreement with California Department of Housing**
5 **and Community Development (“HCD” or “Department”) under the Infill Infrastructure**
6 **Grant Program - Catalytic Qualifying Infill Area for a total award of \$45,000,000**
7 **disbursed by HCD as a grant to the City for infrastructure improvements for the**
8 **housing development related to the revitalization and master development of up to**
9 **1770 units of replacement public housing, affordable housing and market rate housing,**
10 **commonly known as the Sunnydale HOPE SF Development (“Sunnydale Project”); the**
11 **housing development related to the revitalization and master development of up to**
12 **8,000 units of affordable housing and market rate housing, commonly known as the**
13 **Treasure Island Project (“Treasure Island Project”); and the housing development**
14 **related to the mixed-use urban village, including up to 1575 units of affordable and**
15 **market rate housing commonly known as the India Basin Development (“India Basin**
16 **Project”), for the period starting on the execution date of the Standard Agreement**
17 **through June 30, 2031, and any and all other documents required or deemed necessary**
18 **or appropriate, as defined herein.**

19
20 WHEREAS, The State of California Department of Housing and Community
21 Development (“Department”) issued a Request for Concept Proposals for the Infill
22 Infrastructure Grant - Catalytic Qualifying Infill Area Program (“IIGC Program”) dated
23 November 30, 2022, and issued Infill Infrastructure Grant - Catalytic Qualifying Infill Area
24 Program Guidelines and Notice of Funding Availability (collectively, the “NOFA”) dated
25

1 March 15, 2023, as amended March 22, 2023, and as further amended on August 3, 2023,
2 under the IIGC Program established under Part 12.5 of Division 31 of the Health and Safety
3 Code commencing with Section 53559; and

4 WHEREAS, The Department is authorized to approve funding allocations for the IIGC
5 Program, subject to the terms and conditions of the NOFA IIGC Program Guidelines adopted
6 by the Department on March 15, 2023, as amended March 22, 2023, and as further amended
7 on August 3, 2023 ("Program Guidelines"), an application package released by the
8 Department for the IIGC Program ("Application Package"), and an IIGC Program standard
9 agreement with the State of California ("Standard Agreement"), the Department is authorized
10 to administer the approved funding allocations of the IIGC Program; and

11 WHEREAS, The IIGC Program provides infrastructure for Capital Improvements
12 Projects in support of Qualifying Infill Projects or Qualifying Infill Areas to applicants identified
13 through a competitive process for the development of projects that, per the Program
14 Guidelines, support higher-density affordable and mixed-income housing and mixed-use infill
15 developments; and

16 WHEREAS, The City and County of San Francisco, through MOHCD, submitted an
17 application to the Department in response to the NOFA (the "Application") and based on the
18 Application the Department made an award of Program funds (the "Program Award"); and

19 WHEREAS, On January 31, 2017, by Ordinance No. 18-17, the Board of Supervisors
20 approved the Development Agreement between the City and County of San Francisco, the
21 Housing Authority of the City and County of San Francisco, and Sunnydale Development Co.,
22 LLC, for the Sunnydale Project , which Ordinance is on file with the Clerk of the Board of
23 Supervisors in File No. 161164 and incorporated herein by reference; and

24 WHEREAS, On January 31, 2017, by Ordinance No. 20-17, the Board of Supervisors
25 made findings for the Sunnydale Project under the California Environmental Quality Act

1 (Public Resources Code Sections 21000 et seq.) and findings of consistency with the General
2 Plan, and the eight priority policies of Planning Code, Section 101.1, which Ordinance is on
3 file with the Clerk of the Board of Supervisors in File No. 161309 and is incorporated herein by
4 reference; and

5 WHEREAS, On April 21, 2011, by Motion No. 18325 (and related actions), the San
6 Francisco Planning Commission certified the Final Environmental Impact Report for the
7 Treasure Island/Yerba Buena Island Redevelopment Project, pursuant to the California
8 Environmental Quality Act (Public Resources Code §§ 21000 et seq.), which Motion is on file
9 with the Clerk of the Planning Commission and is incorporated herein by reference; and

10 WHEREAS, On June 14, 2011, the Board of Supervisors passed, and on June 15,
11 2011, the Mayor enacted Ordinance No. 95-11 (File No. 110226), approving the Development
12 Agreement between the City and County of San Francisco and Treasure Island Community
13 Development, LLC, for the Treasure Island/Yerba Buena Island Redevelopment Project, and
14 adopting Findings of Fact, a Statement of Overriding Considerations, and a Mitigation
15 Monitoring and Reporting Program under CEQA for the project, which Ordinance is on file
16 with the Clerk of the Board of Supervisors and is incorporated herein by reference; and

17 WHEREAS, On June 28, 2011, the Treasure Island Development Authority and
18 Treasure Island Community Development, LLC entered into the Disposition and Development
19 Agreement ("DDA") for the Treasure Island/Yerba Buena Island Redevelopment Project, and
20 by Resolution No. 241-11 (File No. 110291), the Board of Supervisors approved the DDA,
21 which requires that not less than twenty-five percent (25%) of the authorized residential units
22 be developed as affordable housing consistent with the City's housing policies, which
23 resolution is on file with the Clerk of the Board of Supervisors and is incorporated herein by
24 reference; and

1 WHEREAS, On October 23, 2018, by Ordinance No. 252-18, the Board of Supervisors
2 approved the Development Agreement between the City and County of San Francisco and
3 India Basin Investment LLC, for the India Basin Project, which Ordinance is on file with the
4 Clerk of the Board of Supervisors in File No. 180681 and incorporated herein by reference;
5 and

6 WHEREAS, On January 31, 2017, by Ordinance No. 261-18, the Board of Supervisors
7 made findings for the India Basin Project under the California Environmental Quality Act
8 (Public Resources Code, Sections 21000 et seq.) and findings of consistency with the
9 General Plan, and the eight priority policies of Planning Code Section 101.1, which Ordinance
10 is on file with the Clerk of the Board of Supervisors in File No. 180816 and is incorporated
11 herein by reference; and

12 WHEREAS, MOHCD desires to award funds from the Program Award to these three
13 development agreement projects across San Francisco known as the Sunnydale Project, the
14 Treasure Island Project and the India Basin Project (the "IIGC Projects"); and

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

16 WHEREAS, The grant does not require an ASO amendment; and

17 WHEREAS, Through a conditional award letter dated August 22, 2023, the Department
18 made an award in the total amount of \$45,000,000 to be disbursed by HCD as a grant to the
19 City for infrastructure work as approved by HCD, subject to the terms and conditions of the
20 STD 213, Standard Agreement ("Standard Agreement"), a copy of which is on file with the
21 Clerk of the Board of Supervisors in File No. 251054; now, therefore, be it

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

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

3 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes and directs
4 the Director of the Mayor's Office of Housing and Community Development to execute the
5 Standard Agreement and related documents necessary to participate in the Program; and, be
6 it

7 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes and directs
8 the Director of the Mayor's Office of Housing and Community Development to accept and
9 incur an obligation for the Program Award in an amount not to exceed \$45,000,000, and to
10 enter into, execute, and deliver an STD 213, Standard Agreement (the "Standard
11 Agreement"), and any and all other documents required or deemed necessary or appropriate
12 to secure the Program Award from the California Department of Housing and Community
13 Development and to participate in the Program, including, but not limited to, an affordable
14 housing covenant, a performance deed of trust, a disbursement agreement, and all
15 amendments thereto (collectively, the "Program Award Documents"); and, be it

16 FURTHER RESOLVED, That the Director of the Mayor's Office of Housing and
17 Community Development is hereby authorized to execute such documents; and, be it

18 FURTHER RESOLVED, That the Director of the Mayor's Office of Housing and
19 Community Development, or their designee, is hereby authorized to execute the Program
20 Award Documents and all amendments thereto on behalf of the City and County of San
21 Francisco.

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

/s/
Daniel Lurie, Mayor

Greg Wagner, Controller

File Number: 251054
(Provided by Clerk of Board of Supervisors)

Grant Resolution Information Form
(Effective July 2011)

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

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

1. Grant Title: Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area

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

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

4. Grant Approval Status (check one):

☒ Approved by funding agency

☐ Not yet approved

5. Amount of Grant Funding Approved or Applied for: \$45,000,000

6a. Matching Funds Required: \$0

b. Source(s) of matching funds (if applicable): N/A

7a. Grant Source Agency: California Department of Housing and Community Development

b. Grant Pass-Through Agency (if applicable): N/A

8. Proposed Grant Project Summary: Infrastructure improvements for Sunnydale, Treasure Island, and India Basin developments.

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

Start-Date: At execution of standard agreement

End-Date: 6/30/2031

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

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

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

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

11a. Does the budget include indirect costs? ☐ Yes ☒ No

b1. If yes, how much? \$

b2. How was the amount calculated?

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

☒ Not allowed by granting agency

☐ To maximize use of grant funds on direct services

☐ Other (please explain):

c2. If no indirect costs are included, what would have been the indirect costs? None.

12. Any other significant grant requirements or comments:

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

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

- | | | |
|--|---|--|
| ☒ Existing Site(s) | ☐ Existing Structure(s) | ☐ Existing Program(s) or Service(s) |
| ☐ Rehabilitated Site(s) | ☐ Rehabilitated Structure(s) | ☐ New Program(s) or Service(s) |
| ☐ New Site(s) | ☐ 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: September 12, 2025

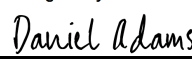

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Daniel Adams
(Name)

Director, Mayor's Office of Housing and Community Development
(Title)

Date Reviewed: 9/15/2025 | 9:24 AM PDT

Signed by:

(Signature Required)

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

SCO ID:

AGREEMENT NUMBER

23-IIGC-17922

PURCHASING AUTHORITY NUMBER (if applicable)

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

CONTRACTING AGENCY NAME

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR'S NAME

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

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

6/30/2031

3. The maximum amount of this Agreement is:

\$45,000,000.00

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	0
Exhibit B	Budget Detail and Payment Provisions	0
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	IIGC General Terms and Conditions	0
Exhibit E	Project-Specific Provisions and Special Conditions	0
TOTAL NUMBER OF PAGES ATTACHED		0

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

These documents can be viewed at

<https://www.dgs.ca.gov/OLS/Resources>

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

CONTRACTOR

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

City and County of San Francisco - Mayor's Office of Housing

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

PRINTED NAME OF PERSON SIGNING	TITLE
See Attached	See Attached

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
See Attached	See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

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

PRINTED NAME OF PERSON SIGNING	TITLE
	Contract Services Section Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

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

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

CONTRACTOR

City and County of San Francisco - Mayor's Office of Housing and Community Development
a California Government City and County

By: _____ Date: _____

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

Address:

1 South Van Ness #5
San Francisco, CA 94103

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

SCO ID:

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

1. CONTRACTOR'S NAME City and County of San Francisco - Mayor's Office of Housing and Community Development		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

The Program's primary objective is to promote infill housing development by providing financial assistance for Capital Improvement Projects that are an integral part of, or necessary to facilitate the development of, a Catalytic Qualifying Infill Area.

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

The Infill Infrastructure Grant Catalytic Qualifying Infill Area Program (IIGC) is the program name of the Adaptive Reuse appropriation and the Commercial Property Pilot Program reappropriation. IIGC supports adaptive reuse of former commercial and underutilized structures or sites by providing financial assistance for Capital Improvement Projects that are an integral part of or necessary to facilitate the development of housing within a Catalytic Qualifying Infill Area (CQIA).

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

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

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

☐ Reimbursement/Revenue \$ \$ 0.00 or 0%

☒ Other (Explain) TBD

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
General Fund	2240 104 0001 Cat.	2023/2024	12	2023	\$ 45,000,000.00
OBJECT CODE 22402000/22400 = \$45,000,000.00 5432000 - Grants and Subventions - Governmental			AGREEMENT TOTAL		\$ 45,000,000.00
OPTIONAL USE			AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 45,000,000.00		
I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.			PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0.00		
			TOTAL AMOUNT ENCUMBERED TO DATE \$ 45,000,000.00		
ACCOUNTING OFFICER'S SIGNATURE		ACCOUNTING OFFICER'S NAME <i>(Print or Type)</i>		DATE SIGNED	

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

23-IIGC-17922

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original		6/30/2031	\$ 45,000,000.00	Exempt
Amendment No. 1				
Amendment No. 2				
Amendment No. 3				
		TOTAL	\$ 45,000,000.00	

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
- ☒ Exempt from Bidding (Give authority for exempt status)
- ☐ 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.
- ☒ Not Applicable (Interagency / Public Works / Other _____)
- ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 54760 must be attached to this document.

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION N/A

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

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

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?

☐ No ☐ Yes ☒ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ No ☐ Yes ☒ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?

☐ No ☐ Yes ☒ N/A

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

A. Contractor Certification Clauses

☐ No ☐ Yes ☒ N/A

B. STD.204 Vendor Data Record

☐ No ☒ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☒ Yes ☐ N/A

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

☐ No ☐ Yes

SB/DVBE Certification Number:

N/A

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED?

(If an amendment, explain changes, if any)

☐ 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.

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

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

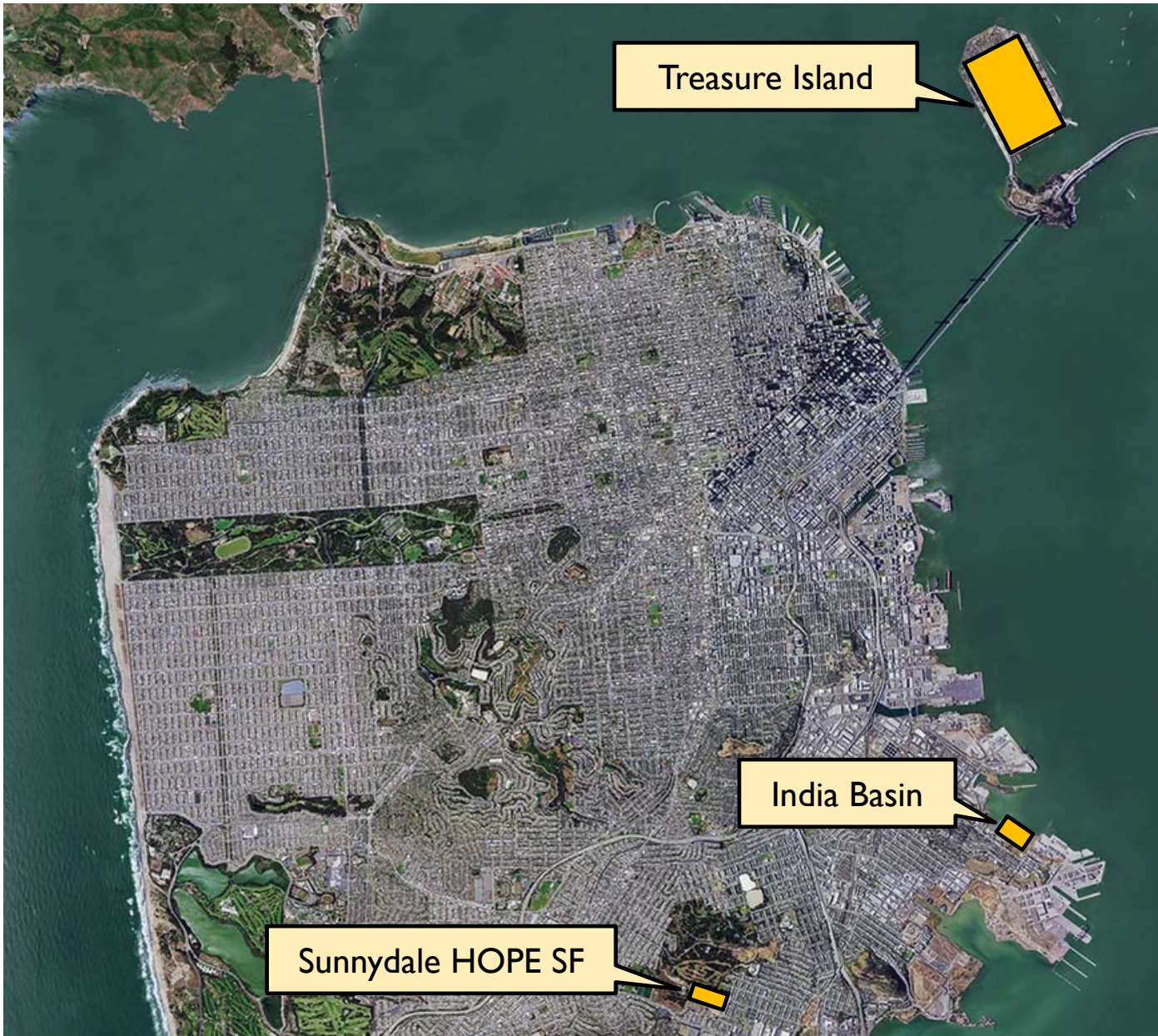
AGREEMENT NUMBER	AMENDMENT NUMBER
23-IIGC-17922	

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

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

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

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



INFILL INFRASTRUCTURE GRANT (IIG) CATALYTIC QUALIFYING INFILL AREA (CQIA)

2023 ROUND 10 AWARD OF
\$45,000,000 FOR:

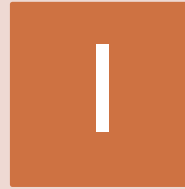
- INDIA BASIN,
- SUNNYDALE HOPE SF, AND
- TREASURE ISLAND

BUDGET AND FINANCE
COMMITTEE

NOVEMBER 5, 2025

ROBERT BACA, DIRECTOR
RYAN VANZUYLEN, SENIOR PROJECT MANAGER
ANDREW STRONG, PROJECT MANAGER

MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT



File #
251054

Accept and Expend resolution for
Infill Infrastructure Grant (IIG) funds
for \$45,000,000

IIG A&E RESOLUTION BUDGET AND FINANCE COMMITTEE AGENDA ITEM

INFILL INFRASTRUCTURE GRANT (IIG) CATALYTIC QUALIFYING INFILL AREA (CQIA)

- Administered through the California Department of Housing and Community Development
- To promote infill housing development by providing financial assistance for Capital Improvement projects that are an integral part of, or necessary to facilitate the development of affordable and mixed income housing.
- In 2023, City of San Francisco responded to state-issued Request for Proposals (RFP) and awarded \$45,000,000 to support infrastructure improvements. The City plans to apply these funds to India Basin, Sunnydale HOPE SF, and Treasure Island





INDIA BASIN

- Development Sponsors are Build SF and BMB Company
- ~1,575 total new homes
- ~394 affordable units (25%)
- ~209,000k sq. ft of commercial space
- 14 acres of public space
- Transit plaza, increased Muni service, and onsite pedestrian and bicycle infrastructure

INDIA BASIN PHASE I (HD I)

- 392 unit's total
- 181 affordable units
- 45,200 sf of commercial retail
- 5 acres of public park
- New streets, utilities, and transportation improvements

TIMELINE

- Capital Improvements begin by April 2026
- Housing Construction begins by Aug 2027
- Permanent Financing Commitments by Aug 2027





SUNNYDALE HOPE SF

- Development Sponsor is Mercy Housing
- Active redevelopment of the existing Sunnydale-Velasco Housing Authority site through the City's HOPE SF program
- ~1,770 residential units
 - 775 replacement affordable units
 - 200 additional affordable units
 - 694 market rate units
- New streets, utilities, and infrastructure
- 3.5 acres of new open space
- 60,000 square feet of new neighborhood-serving retail and community space

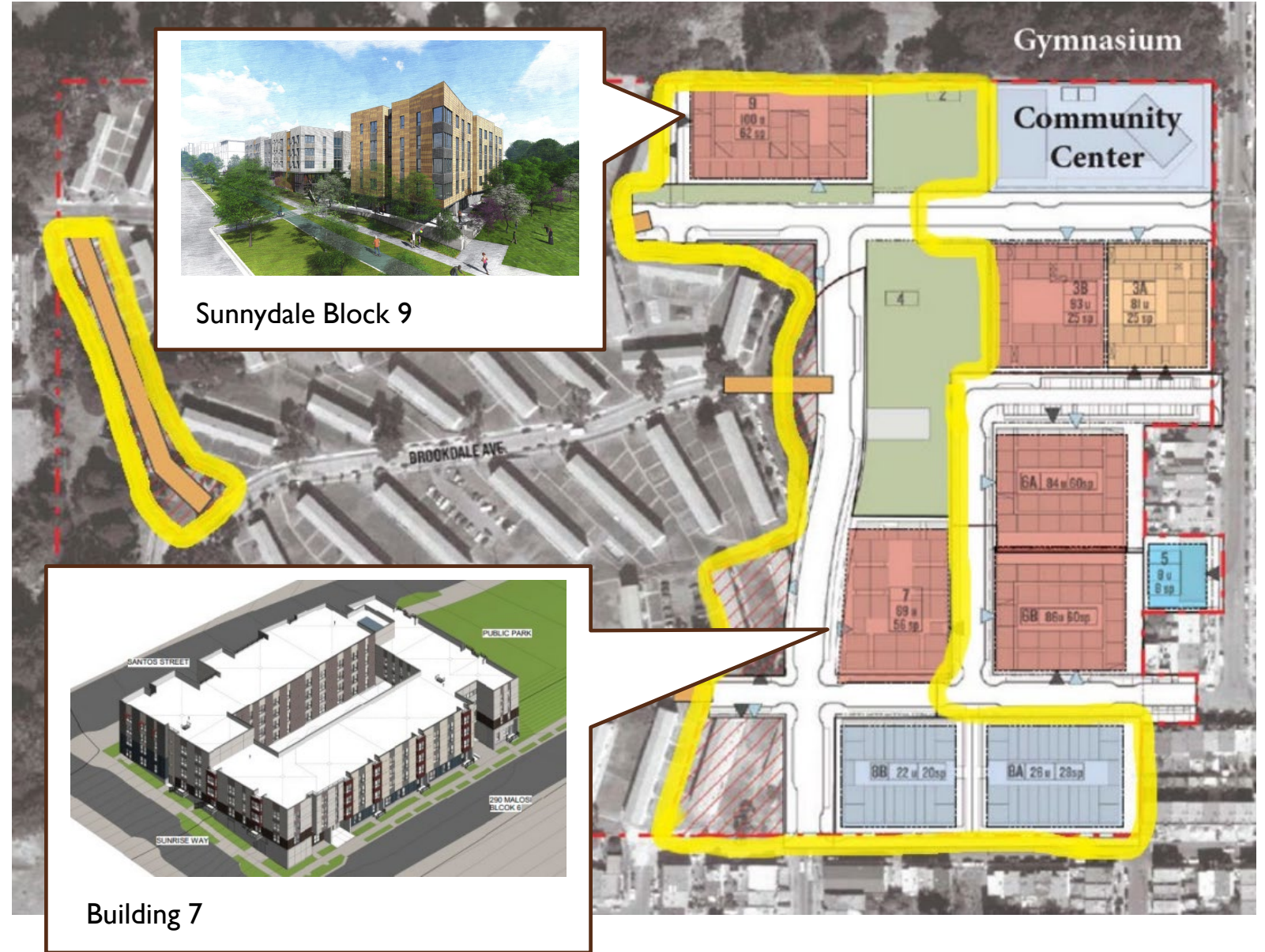
SUNNYDALE HOPE SF PHASE III HOUSING

BLOCK 7 (HD 2) BLOCK 9 (HD 3)

- 184 affordable units
- 2 market rate parcels
- 2 new open spaces
- New streets, utilities, and transportation improvements

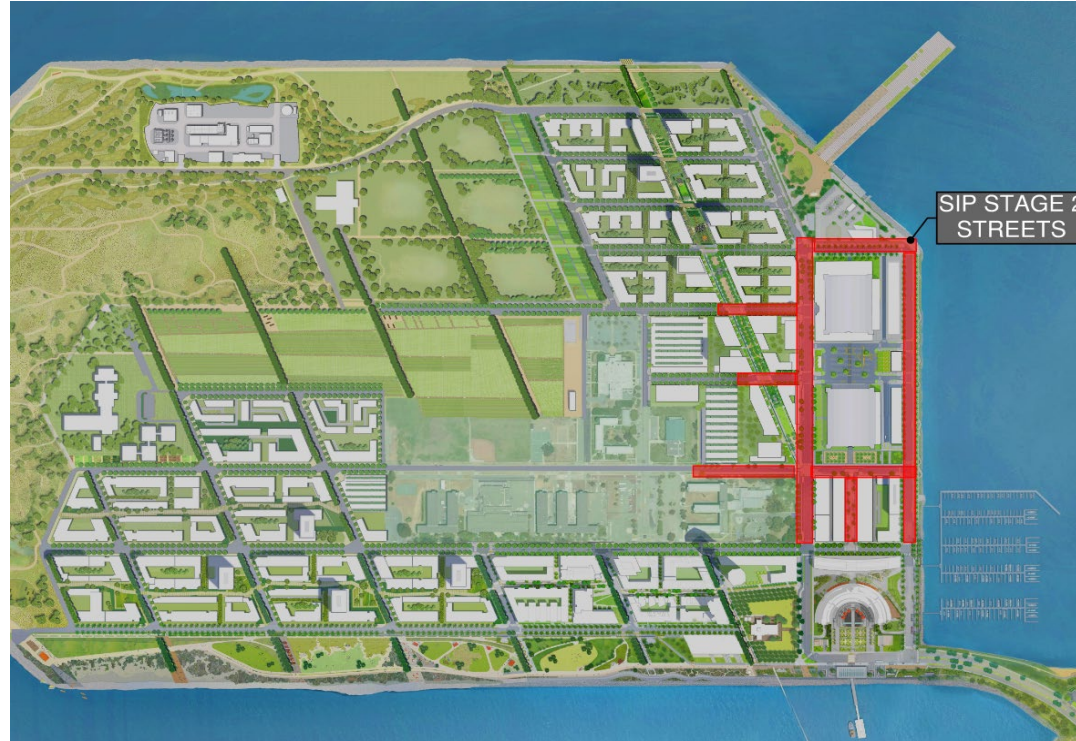
TIMELINE

- Infrastructure and the two housing projects are currently in construction



TREASURE ISLAND STAGE 2 INFRASTRUCTURE

- Stage 2 utilities and building demolition started in 2022, followed by the first phase of geotechnical improvements completed in 2024
- Stage 2 second phase geotechnical work is ongoing and expected to be completed in 2027
- Stage 2 street improvement infrastructure construction will start in 2026 and continue through 2029



TREASURE ISLAND AFFORDABLE HOUSING

EI.2 SENIOR

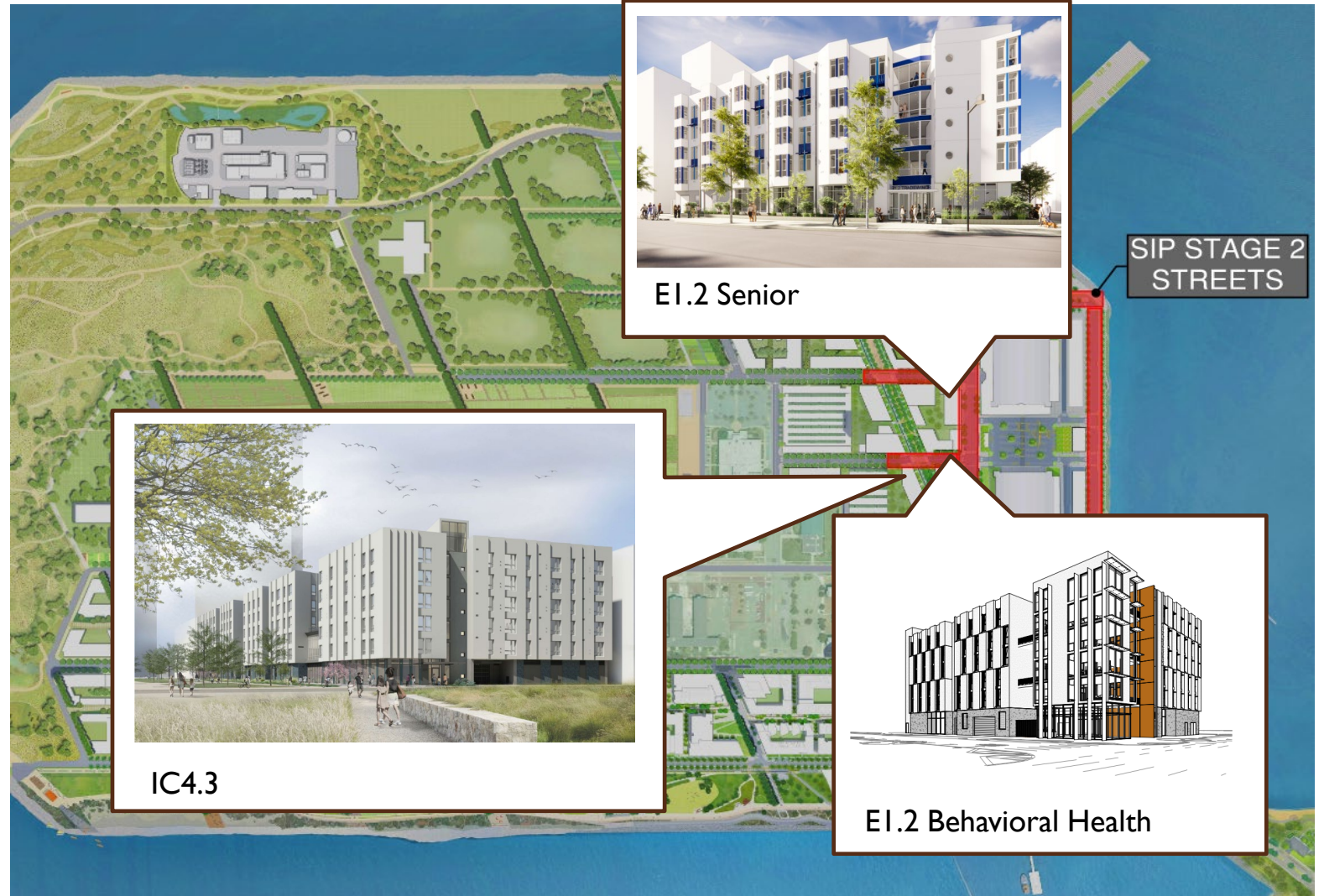
- 100 affordable senior units
- HUD 202, TIDA + MOHCD gap funding
- Pad and utilities through TI Stage 2 infra
- Shared site access & fire road with behavioral health

EI.2 BEHAVIORAL HEALTH

- 6-story, 68K SF facility with 256 beds
- \$72M total, DPH Prop A bond + TIDA Developer Subsidy + CDSS CCE
- Start 2027 after EI.2 pad and fire-road complete

IC4.3

- 150 family units + childcare center
- AHSC application under review
- TIDA, MOHCD gap funds
- Stage 2 subphase 1 pad cert, fire-lane, and Eastside Commons completion by TIDA/TICD





Thank you

INFILL INFRASTRUCTURE GRANT PROGRAM

CATALYTIC QUALIFYING INFILL AREA

Phase II **Application** Solicitation



**Gavin Newsom, Governor
State of California**

**Lourdes M. Castro Ramírez, Secretary
Business, Consumer Services and Housing Agency**

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

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833

Phone: (916) 263-2771

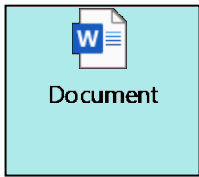
Email: infill@hcd.ca.gov

[Infill Infrastructure Grant Program \(IIG\) \(ca.gov\)](https://www.hcd.ca.gov/infill-infrastructure-grant-program)

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.



Microsoft has recently added blocking of macros by default, if this happens when you open the application, please follow the instructions in the Word document added as an icon to the right (double-click to open).

Phase II Application must be submitted electronically via the HCD IIGC Phase II Application Portal no later than **4:00 p.m. Pacific Daylight Time on April 10, 2023**.

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

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

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

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

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

Article 1. General Overview

This Solicitation sets forth specific eligibility requirements and selection criteria for the Phase II Catalytic Qualifying Infill Area Application. In addition to this Solicitation, applicants should carefully review the Request for Concept Proposals and Phase I Application in preparing a Phase II Application.

Under the Program, grants are available as gap funding for infrastructure improvements, Factory-Built Housing components, and Adaptive Reuse necessary for specific residential or mixed-use infill developments. Sites and parcels that make up Catalytic Qualifying Infill Areas must have been either previously developed (within the last ten years) or largely surrounded by sites developed with Urban Uses. Eligible improvements include, but are not limited to, the creation, development, or rehabilitation of Parks or Open Space, water, sewer or other utility service improvements, streets, roads, or transit linkages or facilities, facilities that support pedestrian or bicycle transit, traffic mitigation, sidewalk or streetscape improvements, Factory-Built Housing components, Adaptive Reuse, or site preparation or demolition.

Applicant certifies that sites and parcels that make up Catalytic Qualifying Infill Areas must have been either previously developed (within the last ten years) or largely surrounded by sites developed with Urban Uses.

Yes

Are the sites and parcels that make up Catalytic Qualifying Infill Areas previously developed (within the last ten years) or largely surrounded by sites developed with Urban Uses?

Surrounded with Urban Uses

The primary goal of IIGC is to promote infill housing development by providing financial assistance for Capital Improvement Projects (CIPs) that are an integral part of, or necessary to facilitate the development of Catalytic Qualifying Infill Areas. Under the Program, grants are available as gap funding for infrastructure and other capital improvements necessary for specific residential or mixed-use infill development proposals.

Are the Capital Improvement Projects (CIPs) an integral part of, or necessary to facilitate the development of a Catalytic Qualifying Infill Area?

Yes

Eligible Catalytic Qualifying Infill Area (CQIA)

Yes

Catalytic Qualifying Infill Area (**Large** Jurisdiction)

No

Catalytic Qualifying Infill Area (**Small** Jurisdiction)

Type of housing Units to be developed in the CQIA?

Rental

Is the CQIA in an incorporated City? (per definition in §102). Urbanized Areas may be verified on the Urbanized Areas 2010 List.			2010 Urbanized Area List	Yes
File Name:	03. Infill-Aerial Photos	Aerial photographs of proposed Project site to help the department with decision making but not limited to relocation and verification that work has not commenced prior to app due date.	Uploaded to HCD?	Yes

Eligible Applicant #1		Entity Name	City and County of San Francisco			
Eligible Applicant Type		City and County				
File Name:	04a. App1 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.			Uploaded to HCD?	Yes
File Name:	04b. App1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.			Uploaded to HCD?	N/A
File Name:	04c. App1 OrgChart	Applicant Organization Chart.			Uploaded to HCD?	N/A
File Name:	04d. App1 Signature Block	Signature Block - upload in Microsoft Word Document.			Uploaded to HCD?	Yes
File Name:	04e. App1 Cert of Good Standing	Certificate of Good Standing dated within 30 days of the application due date.			Uploaded to HCD?	N/A
File Name:	04f. App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).			Uploaded to HCD?	N/A

Applicant # 2	Entity Name	
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Applicant #3	Entity Name	
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Catalytic Qualifying Infill Area - Information required for each Housing Development (HD)

How many Housing Developments are being propose within the CQIA? 5

CQIA - Total commercial Square Feet	45,200
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Anchor HD#1 Name		HD Address		HD City	HD Zip	Census Tract	APN	
India Basin		700 Innes Avenue		San Francisco	94124	6075023103	4631-007, 4621-103, 4606-104, 4631-008	
HD Brief Description	India Basin will be developed in three phases with Phase 1 establishing a gateway to the project, carrying the most significant amount of infrastructure, and the focus of this funding request. The entire project sits on approximately 29.2 acres of land located along San Francisco's eastern shoreline, and when complete, it will create new homes that are affordable across a spectrum of incomes totaling 1,575 units. The project will include 209,000 square feet of commercial space, including a neighborhood-serving grocery store, childcare center, and space for local businesses. Additionally, 14 acres of public open space will be incorporated into the development, including passive and active parks and continuation of the Bay Trail along India Basin's waterfront. The project will also include transit							
Project Development Type		New Construction		Type of Tax Credits		4%		
Timeframe for applying for 9% or 4% Tax Credits		Proposed month		January		Proposed year		2025
Federal	Yes	Proposed equity investor contribution (\$)		\$50,453,853		Anticipated tax credit factor		\$0.9200
State		Proposed equity investor contribution (\$)				Anticipated tax credit factor		
HD#1 Developer Name		BUILD, Inc.						
Developer Address		315 Linden St.		City	San Francisco		County	San Francisco
Principal Name		Scott Eschelman		Principal Email address		scott@bldsf.com		
File Name:	07. HD#1 Cert Legal Disclosure	Reference: Developer Certification Worksheet.			Uploaded to HCD?		Yes	
File Name:	07. HD#1 Principal Cert Legal Disclosure	Reference: Developer Certification Worksheet.			Uploaded to HCD?		Yes	
HD#1 Managing General Partner		Entity Name		To be formed				
File Name:	07. HD#1 MGP Cert Legal Disclosure	Reference: Developer Certification Worksheet.			Uploaded to HCD?		N/A	
HD#1 Administrative General Partner #1		Entity Name		To be formed				
File Name:	07. HD#1. AGP1 Cert Legal Disclosure	Reference: Developer Certification Worksheet.			Uploaded to HCD?		N/A	
HD#1 Administrative General Partner #2		Entity Name		N/A				
File Name:	07. HD#1 AGP2 Cert Legal Disclosure	Reference: Developer Certification Worksheet.			Uploaded to HCD?		N/A	
HD#1 Manager of LLC		Entity Name		BUILD, Inc.				
File Name	07. HD#1 LLC Cert Legal Disclosure	Reference: Developer Certification Worksheet.			Uploaded to HCD?		Yes	

HD#2 Name		HD Address		HD City	HD Zip	Census Tract	APN	
Sunnydale Block 7		1501 Sunnydale Avenue		San Francisco	94134	6075060502	6311-011	
HD Brief Description	Located in the Sunnydale HOPE SF Special Use District, Block 7 is bordered by Santos Street, Sunrise Way, Malosi Street, and the future public park located at Block 4. Block 7 will contain a building consisting of 4 stories. The building will contain 89 dwelling units for low and very low-income families along with residential common spaces, including building lobbies, Management and Support Services Offices, Shared Laundry Room, Resident Community Lounge and Deck, a secure landscaped podium level courtyard, and secure bicycle and vehicular parking.							
Project Development Type		New Construction		Type of Tax Credits		4%		
Timeframe for applying for 9%/4% Tax Credits		Proposed month		September		Proposed year		2024
Federal	Yes	Proposed equity investor contribution (\$)		\$41,946,465		Anticipated tax credit factor		\$0.9300
State		Proposed equity investor contribution (\$)				Anticipated tax credit factor		
HD#2 Developer		Developer/Entity Name		Mercy Housing California				
Developer Address		1256 Market Street		City	San Francisco		County	San Francisco
Principal Name		Elizabeth Kuwada		Principal Email address		elizabeth.kuwada@mercyhousing.org		
File Name:	08. HD#2 Cert Legal Disclosure	Reference: Developer Certification Worksheet.			Uploaded to HCD?		Yes	
File Name:	08. HD#2 Principal Cert Legal Disclosure	Reference: Developer Certification Worksheet.			Uploaded to HCD?		Yes	
HD#2 Managing General Partner		Entity Name		Sunnydale Block 7 LLC, a California limited liability company				

File Name:	08. HD#2 MGP Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
HD#2 Administrative General Partner #1		Entity Name	Related/Sunnydale Block 7 Development Co., LLC, a California limited liability company	
File Name:	08. HD#2. AGP1 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
HD#2 Administrative General Partner #2		Entity Name	N/A	
File Name:	08. HD#2 AGP2 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
HD#2 Manager of LLC		Entity Name	Mercy Housing Calwest, a California nonprofit public benefit corporation	
File Name	08. HD#2 LLC Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes

HD#3 Name		HD Address		HD City	HD Zip	Census Tract	APN	
Sunnydale Block 9		1652 Sunnydale Ave (proposed permanent address)		San Francisco	94134	6075060502	6310-006	
HD Brief Description	Block 9 will be a 100% affordable housing development as part of the Sunnydale HOPE SF revitalization plan and will comprise 1-bedroom through 4-bedroom units over a podium parking garage, property management and resident services offices, and a residential lounge. The 95-unit project features a double height lobby as well as two courtyards, one facing north, and one facing south.							
Project Development Type		New Construction		Type of Tax Credits		4%		
Timeframe for applying for 9%/4% Tax Credits		Proposed month		May	Proposed year		2025	
Federal	Yes	Proposed equity investor contribution (\$)		\$53,038,187		Anticipated tax credit factor		\$0.9300
State	No	Proposed equity investor contribution (\$)		\$0		Anticipated tax credit factor		\$0.0000
HD#3 Developer		Developer/Entity Name		Sunnydale Block 9 Housing, L.P.				
Developer Address		44 Montgomery Street, Suite 1310		City	San Francisco	County	San Francisco	Zip Code 94104
Principal Name		Ann Silverberg, Vice President			Principal Email address		asilverberg@related.com	
File Name:	09. HD#3 Cert Legal Disclosure		Reference: Developer Certification Worksheet.				Uploaded to HCD?	Yes
File Name:	09. HD#3 Principal Cert Legal Disclosure		Reference: Developer Certification Worksheet.				Uploaded to HCD?	Yes
HD#3 Managing General Partner		Entity Name		Sunnydale Block 9 LLC, a California limited liability company				
File Name:	09. HD#3 MGP Cert Legal Disclosure		Reference: Developer Certification Worksheet.				Uploaded to HCD?	Yes
HD#3 Administrative General Partner #1		Entity Name		Related/Sunnydale Block 9 Development Co., LLC, a California limited liability company				
File Name:	09. HD#3. AGP1 Cert Legal Disclosure		Reference: Developer Certification Worksheet.				Uploaded to HCD?	Yes
HD#3 Administrative General Partner #2		Entity Name		N/A				
File Name:	09. HD#3 AGP2 Cert Legal Disclosure		Reference: Developer Certification Worksheet.				Uploaded to HCD?	N/A
HD#3 Manager of LLC		Entity Name		Mercy Housing Calwest, a California nonprofit public benefit corporation				
File Name	09. HD#3 LLC Cert Legal Disclosure		Reference: Developer Certification Worksheet.				Uploaded to HCD?	Yes

HD#4 Name		HD Address		HD City	HD Zip	Census Tract		APN	
Potrero Block R		3 Turner Terrace		San Francisco	94107	61402		4167-004	
HD Brief Description	The project will contain 86 residential units (75% of units to be used as Project Based Section 8 public housing replacement, 25% of units restricted to incomes at 30%, 50% and 60% Area Median Income (AMI), and one manager unit). Amenities provided at the project include: parking garage, community room, laundry rooms and offices for property management and resident services coordinator. ☐ ☐ ☐								
Project Development Type		New Construction		Type of Tax Credits		4%			
Timeframe for applying for 9%/4% Tax Credits			Proposed month		May		Proposed year		2026
Federal	Yes	Proposed equity investor contribution (\$)			\$35,130,732		Anticipated tax credit factor		\$0.9000
State	Yes	Proposed equity investor contribution (\$)			\$5,737,500		Anticipated tax credit factor		\$0.9000
HD#4 Developer		Developer/Entity Name		BRIDGE Housing Corporation					
Developer Address		600 California Street		City	San Francisco		County	San Francisco	
								Zip Code	94108
Principal Name		Delphine Sherman				Principal Email address		dsherman@bridgehousing.com	
File Name:	10. HD#4 Cert Legal Disclosure		Reference: Developer Certification Worksheet.					Uploaded to HCD?	Yes
File Name:	10. HD#4 Principal Cert Legal Disclosure		Reference: Developer Certification Worksheet.					Uploaded to HCD?	Yes
HD#4 Managing General Partner		Entity Name		Potrero Housing Associates IIIR LLC (To be formed)					
File Name:	10. HD#4 MGP Cert Legal Disclosure		Reference: Developer Certification Worksheet.					Uploaded to HCD?	N/A
HD#4 Administrative General Partner #1		Entity Name		N/A					
File Name:	10. HD#4. AGP1 Cert Legal Disclosure		Reference: Developer Certification Worksheet.					Uploaded to HCD?	N/A
HD#4 Administrative General Partner #2		Entity Name		N/A					
File Name:	10. HD#4 AGP2 Cert Legal Disclosure		Reference: Developer Certification Worksheet.					Uploaded to HCD?	N/A
HD#4 Manager of LLC		Entity Name		BRIDGE Housing Corporation					
File Name	10. HD#4 LLC Cert Legal Disclosure		Reference: Developer Certification Worksheet.					Uploaded to HCD?	Yes

HD#5 Name	HD Address	HD City	HD Zip	Census Tract	APN	Project Overview
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Potrero Block Q		751 Missouri Street		San Francisco		94107		61402		4167 - 004		
HD Brief Description		The project will contain 127 residential units (75% of units to be used as project-Based Section 8 public housing replacement, 25% of units restricted to incomes at 30%, 50% and 60% Area Median Income (AMI), and one manager unit). Amenities provide at the project include: parking garage, community room, laundry rooms and offices for property management and resident services coordinator.										
Project Development Type		New Construction			Type of Tax Credits		4%					
Timeframe for applying for 9%/4% Tax Credits			Proposed month		May		Proposed year		2026			
Federal		Yes		Proposed equity investor contribution (\$)			\$46,294,299		Anticipated tax credit factor		\$0.9000	
State		Yes		Proposed equity investor contribution (\$)			\$9,450,000		Anticipated tax credit factor		\$0.9000	
HD#5 Developer			Developer/Entity Name		BRIDGE Housing Corporation							
Developer Address		600 California Street			City	San Francisco		County	San Francisco		Zip Code	94107
Principal Name		Delphine Sherman					Principal Email address		ds Sherman@bridgehousing.com			
File Name:		11. HD#5 Cert Legal Disclosure			Reference: Developer Certification Worksheet.					Uploaded to HCD?		Yes
File Name:		11. HD#5 Principal Cert Legal Disclosure			Reference: Developer Certification Worksheet.					Uploaded to HCD?		Yes
HD#5 Managing General Partner			Entity Name		Potrero Housing Associates IIIQ LLC (To be formed)							
File Name:		11. HD#5 MGP Cert Legal Disclosure			Reference: Developer Certification Worksheet.					Uploaded to HCD?		N/A
HD#5 Administrative General Partner #1			Entity Name		N/A							
File Name:		11. HD#5. AGP1 Cert Legal Disclosure			Reference: Developer Certification Worksheet.					Uploaded to HCD?		N/A
HD#5 Administrative General Partner #2			Entity Name		N/A							
File Name:		11. HD#5 AGP2 Cert Legal Disclosure			Reference: Developer Certification Worksheet.					Uploaded to HCD?		N/A
HD#5 Manager of LLC			Entity Name		BRIDGE Housing Corporation							
File Name		11. HD#5 LLC Cert Legal Disclosure			Reference: Developer Certification Worksheet.					Uploaded to HCD?		Yes

Project Information

Large Jurisdiction															
CQIA Project Name		San Francisco CQIA (CCSF CQIA)													
Project County		San Francisco		Project City		San Francisco		Project Zip		Multiple		Geographic Location		Northern	
				Project City				Project Zip							
Has the Applicant applied, plan to apply, or been awarded other HCD program funds (outside this Solicitation/NOFA) for this Project?													Yes		
If applicable, provide other Project name(s) for which this Project has applied for HCD funds in the past.															
Anchor HD#1 submitted a Round 7 AHSC application on Tues, April 4. Applicant number: AHSC0001100.															
Negative points may be assed if Applicant fails to disclose all past awards, simultaneous applications, and known future applications.															
HCD program(s) name(s):				Plan to apply?	Loan amount		Grant amount		Awarded?	Award date or expected Award date?		HCD Contract Number			
HCD AHSC (HD2, HD3)				Yes	\$32,213,375				No	12/31/2024					
HCD AHSC (HD4, HD5)				Yes	\$54,286,218				No	12/31/2025					
HCD HRI (CIP1, HD1)				Yes			\$40,289,133		No	8/1/2023		AHSC0001100			
AHSC TRA															
AHSC STI				Yes			\$9,572,856		No	8/1/2023		AHSC0001100			
AHSC PGM															
NPLH COSR only															
HHC COSR only															

Total Units		LIHTC Units	CQIA total Site Area		Units per Acre		Commercial Space?	Relocation Required?				
789		547	32.38 Acres		24 Per Acre		Yes	Temporary Only				
§102 "Rural Area" Is Project located in a Rural Area as defined by HSC §50199.21? Applicant must use the TCAC Method for determining rural status.										Documentation of rural status		No

Site and Unit Information (Anchor HD#1)

Current Use			Proposed Zoning (code and name)	Is Site Improved?	Year Improvements Built?
Vacant land			PDR-2	No	N/A
Rent Control?	Access Road Maintenance	Applicant Notes	Anchor HD#1 includes 158 affordable rental units, 234 market rate rental units, and 45,200 SQFT of retail.		
No	Public				

Site conditions and adjoining land uses

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

Describe Anchor HD#1 adjoining land uses

West	Length in Feet	286	Adjacent land use to the west is affordable housing.
East	Length in Feet	179.46	Adjacent land use to the east is proposed housing, an open air marketplace, and public park.
North	Length in Feet	404.4	Adjacent land use to the east is proposed mixed use housing and commercial, an open air marketplace, and public park.
South	Length in Feet	339.55	Adjacent land use to the east is proposed housing.
Unique Features			

Provide the average square feet per bedroom size for ALL proposed housing developments.	Unit Size	Avg. Sq. Ft.	All Units	Restricted
	0 Bdrm.	450	45	0
	1 Bdrm.	565	164	97
	2 Bdrm.	828	353	247
	3 Bdrm.	1,164	191	164
	4 Bdrm.	1,480	36	34
	5 Bdrm.	0	0	0
		Total Units	789	542

Applicant Notes

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Amenities (Anchor HD#1)

Unit Amenities/Features

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

Project Amenities

Elevator(s)	Yes	4	Laundry Rms.	Yes	3	Washers	Yes	18	Dryers	Yes	18
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Yes	Community Room	No	Community Kitchen	No	Computer Room	No	High Speed Internet
Yes	Fitness Room	No	Picnic/BBQ Area(s)	Yes	Tot Lot/Playground	No	Sports Court
No	Tennis Court	No	Swimming Pool	No	Jacuzzi/Sauna	Yes	Bike Parking
	(Other)		(Other)		(Other)		(Other)

Security & Other

No	Gated Entry	Yes	Bldg. Card Key	No	Security Patrol	Yes	Security Cameras
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Describe any mandatory charges to tenants beyond allowable Rents.

N/A
Other onsite Services?
N/A

Miscellaneous Information (Anchor HD#1)

Residential Space

Residential Units

311,840

Common Areas

68,920

Community Room

5,000

Leasing Office

1,200

Additional Storage Space

0

Subtotal Residential SF

386,960

Maintenance Shop

8,500

Childcare Center

0

Service Area

2,840

Service Office

0

(Other)

(Other)

(Other)

(Other)

Total Residential SF

398,300

Residential Parking

Free Residential Parking Spaces

Uncovered Tenant Parking

Covered Tenant Parking

Enclosed Tenant Parking

Tenant Guest Spaces

Subtotal Parking Spaces

0

Extra Spaces Tenants may Rent

Uncovered Parking

Covered Parking

Enclosed Parking

206

Total Handicap Parking Spaces

Grand Total Parking Spaces

206

Commercial Space

Commercial Square Footage

Commercial Area

45,200

Offices

Childcare Center

Storage Space

(Other)

Total Commercial SF

45,200

Parking Spaces for Commercial Tenants

Uncovered Parking

Covered Parking

Total Spaces

0

Describe other available parking for commercial patrons

45 covered parking spaces for commercial and general public use

Income from sources other than residential Rents and subsidies (Anchor HD#1)

Laundry

No. of Units Using Central Laundry

392

Weekly Assumed Income Per Unit

\$6.00

Annual Total Laundry Income

\$122,304

Residential Parking

Tenant Rental Spaces

206

Monthly Income Per Space

\$300

Annual Residential Parking Income

\$741,600

Commercial Parking

Number of Rental Spaces

0

Monthly Income Per Space

Annual Commercial Parking Income

\$0

Other Leased Spaces

Residential	Lease Terms	Sq. Feet	Rent/SF/Mo.	Annual Gross
				\$0
				\$0
				\$0
				\$0
Commercial				
Retail Tenant 1	NNN	15,200	\$4.00	\$729,600
Retail Tenant 2	NNN	15,000	\$4.00	\$720,000
Retail Tenant 3	NNN	10,000	\$4.00	\$480,000
Retail Tenant 4	NNN	5,000	\$4.00	\$240,000
Total Income from Other Leased Spaces				\$2,169,600

Monthly utility allowance (Anchor HD#1)

Type of Utility		Does the owner or tenant pay utilities?	Enter Allowances for Tenant Paid Utilities by Bdrm. Size					
Utilities	(Gas, Electric, etc.)		0 bdrm	1 bdrm	2 bdrms	3 bdrms	4 bdrms	≥5 bdrms
Heating	Electric	Tenant	\$32	\$45	\$58	\$71	\$91	
Cooking	Electric	Tenant	\$16	\$23	\$29	\$36	\$46	
Other Electric	Electric	Tenant	\$47	\$65	\$84	\$103	\$131	
Air Conditioning								
Water Heating								
Water								
Sewer								
Trash								
Other								
Total Tenant Utility Allowance			\$95	\$133	\$171	\$210	\$268	\$0

Source for utility allowances (Anchor HD#1)

Local PHA?	Yes	Name:	San Francisco Housing Authority						Effective date:	1/1/2023
HUD?	No	Utility Company (Actual Survey)?	No	CUAC?	No	Other?	No			
Applicant Notes:										

State Relocation Requirements §500(d)

Will the Recipient ensure that a housing development or a Capital Improvement Project will comply with State Relocation Assistance Law (Title 1, GC, Division 7, Chapter 16, commencing at §7260, and Title 25 CCR, Subchapter 1, Chapter 6, commencing at §6000) and additional requirements set forth in section §500(d)?

Relocation triggered for which CIP or HCD?

CIP or HD#2

CIP or HD#3

CIP or HD#4

CIP or HD#5

Are costs sufficient, pursuant to the relocation plan and included in the Project's Development Budget?

File Name:	18. Relocation Plan	A Relocation Plan that conforms with the provisions of Title 25 CCR, §6038, and any other applicable relocation laws.	Uploaded to HCD?	Yes
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Article XXXIV §500(a)

Applicant(s) acknowledges that IIGC funds are not subject to Article XXXIV, Section 1 of the California Constitution, as clarified by the Public Housing Election Implementation Law (HSC Sections 37000 - 37002). The IIGC funds do not directly fund the housing units, but rather fund the infrastructure that supports the housing units. Other HCD funding sources may require Article XXXIV compliance. However, due to other public funding for IIGC Assisted Units, including other HCD funding sources, that may require Article XXXIV compliance, Recipients shall comply with Article XXXIV.

Yes

California Preservation Notice Law §500(b)

Applicant(s) certifies that all Applicants and special purpose entities must, at all times, comply with, and not be in violation of, California's Preservation Notice Law (Gov. Code, Sections 65863.10, 65863.11, 65863.13).

Yes

California State Prevailing Wage Law §500(c)

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

Yes

IIG funds are subject to California prevailing wage law, as set forth in Labor Code Section 1720 et seq. and require the payment of prevailing wages unless the project meets one of the exceptions of Labor Code 1720 (c) as determined by the Department of Industrial Relations (DIR). The DIR can be contacted via its website at

<https://www.dir.ca.gov/oprl/DPreWageDetermination.htm>

Nondiscrimination and Fair Housing Requirements §500(e)

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

Yes

Americans with Disabilities Act and Physical Accessibility Requirements §500(f)

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

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

Yes

Violence Against Women Act (VAWA) §500(g)

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

Yes

Pet Friendly Housing Act of 2017 §500(h)

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

Yes

Development Team Contacts and Legislative Information

Contact Type	Entity Legal Name	Eligible Applicant/Recipient Type	Address	City
Applicant #1	City and County of San Francisco	City and County	1 S Van Ness Ave.	San Francisco
Managing General Partner				
Administrative General Partner #1				
Manager of LLC				
India Basin (CIP #1, HD #1)	BUILD, Inc.		315 Linden Street	San Francisco
Sunnydale (CIP #2, HD #2, HD #3)	The Related Companies of California, LLC		44 Montgomery Street, Suite 1310	San Francisco
Potrero (CIP #3, HD #4, HD #5)	BRIDGE Housing		600 California Street	San Francisco

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

State	Zip Code	Authorized Representative	Title	Email	Phone #	Contact Name	Title	Email
CA	94103	Eric Shaw	Director	eric.shaw@sfgov.org	415-701-5500	Ryan VanZuylen	Senior Project Manager	ryan.vanzuylen@sfgov.org
CA	94102					Lauren Harvey	Development Manager	lauren@bldsf.com
CA	94104					Thu Nguyen	Assistant Vice President	tnguyen@related.com
CA	94108					April Talley	Director	atalley@bridgehousing.com

District #
17

Phone #	Contact Address	City	State	Zip Code
415-701-5500	1 S Van Ness Ave.	San Francisco	CA	94103
(781) 385-0390				
(206) 383-6928				
(415) 321-3566				

Maximum Grant

Project Name: **San Francisco CQIA (CCSF CQIA)**

County: San Francisco

Project Type(s) : Capital Improvement Projects

Rural Status:	Urban/Rural Area:
FALSE	Urban

Total HCD funding sources on the same Units utilized in the calculation of the Capital Improve shall not exceed the following percentages of the total development cost (TDC):

40 percent for projects utilizing 9% tax credits	50 percent for projects utilizing		
Total "other" awarded HCD funding for this Project:	\$0		4%
IIG Program - Lifetime Grant Maximum			

§103. Funding Amounts, Terms, and Limits

(a) Funding Amounts

The minimum Program Award amount is \$15 million in Large Jurisdictions and \$5 million million in Large Jurisdictions and \$15 million in Small Jurisdictions.

Funds requested (This application only)	Total past awards (this project)		
	Loans		Grants
\$45,000,000	\$0		\$0

IIGC Maximum Allowable Grant Amount	\$45,000,000
--	--------------

I. IIG Total Units Base Grant Limit	\$34,283,500	Housing Units p
I. IIG Base Grant Limit with Adjustment Factor	\$50,739,580	

	Homeowner	Rental	Total Units
HD 1	0	392	392
HD 2	0	89	89
HD 3	0	95	95
HD 4	0	86	86
HD 5	0	127	127
HD 6	0	0	0

HD 7	0	0	0
HD 8	0	0	0
HD 9	0	0	0
HD 10	0	0	0
Totals	0	789	789

End of D

Amount

ement Project grant amount, including funds awarded under this Solicitation,	
4% tax credits	75 percent for projects not utilizing tax credits
Meets criteria	

in Small Jurisdictions. The maximum Program Award amount is \$45

TDC (CPIs) cost per Unit	IIGC Cost per Unit
\$1,197,160	\$57,034

er Acre (Net Density)	101.6	Net Density Adjustment Factor	1.48
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ocument

Unit Mix & Grant Amount

Units			
		1587	
HD(s) #	HD Project Name	Number of Bedrooms	Unit Type
Anchor HD #1	India Basin	1	Rental
Anchor HD #1	India Basin	1	Rental
Anchor HD #1	India Basin	1	Rental
Anchor HD #1	India Basin	2	Rental
Anchor HD #1	India Basin	2	Rental
Anchor HD #1	India Basin	2	Rental
Anchor HD #1	India Basin	2	Rental
Anchor HD #1	India Basin	2	Rental
Anchor HD #1	India Basin	3	Rental
Anchor HD #1	India Basin	3	Rental
Anchor HD #1	India Basin	3	Rental
Anchor HD #1	India Basin	3	Rental
Anchor HD #1	India Basin	1	Rental
Anchor HD #1	India Basin	0	Rental
Anchor HD #1	India Basin	1	Rental
Anchor HD #1	India Basin	2	Rental
Anchor HD #1	India Basin	3	Rental
HD #2	Sunnydale Block 7	1	Rental
HD #2	Sunnydale Block 7	2	Rental
HD #2	Sunnydale Block 7	3	Rental
HD #2	Sunnydale Block 7	4	Rental
HD #2	Sunnydale Block 7	1	Rental
HD #2	Sunnydale Block 7	2	Rental
HD #2	Sunnydale Block 7	3	Rental
HD #2	Sunnydale Block 7	4	Rental

HD #2	Sunnydale Block 7	1	Rental
HD #2	Sunnydale Block 7	2	Rental
HD #2	Sunnydale Block 7	3	Rental
HD #2	Sunnydale Block 7	4	Rental
HD #2	Sunnydale Block 7	2	Rental
HD #2	Sunnydale Block 7	3	Rental
HD #2	Sunnydale Block 7	4	Rental
HD #2	Sunnydale Block 7	2	Rental
HD #3	Sunnydale Block 9	1	Rental
HD #3	Sunnydale Block 9	2	Rental
HD #3	Sunnydale Block 9	3	Rental
HD #3	Sunnydale Block 9	4	Rental
HD #3	Sunnydale Block 9	1	Rental
HD #3	Sunnydale Block 9	2	Rental
HD #3	Sunnydale Block 9	3	Rental
HD #3	Sunnydale Block 9	4	Rental
HD #3	Sunnydale Block 9	1	Rental
HD #3	Sunnydale Block 9	2	Rental
HD #3	Sunnydale Block 9	3	Rental
HD #3	Sunnydale Block 9	4	Rental
HD #3	Sunnydale Block 9	1	Rental
HD #3	Sunnydale Block 9	2	Rental
HD #3	Sunnydale Block 9	3	Rental
HD #3	Sunnydale Block 9	4	Rental
HD #3	Sunnydale Block 9	1	Rental
HD #3	Sunnydale Block 9	2	Rental
HD #3	Sunnydale Block 9	3	Rental
HD #3	Sunnydale Block 9	4	Rental
HD #3	Sunnydale Block 9	1	Rental
HD #3	Sunnydale Block 9	2	Rental
HD #3	Sunnydale Block 9	3	Rental
HD #3	Sunnydale Block 9	4	Rental
HD #3	Sunnydale Block 9	3	Rental
HD #4	Potrero Block R - PBV	1	Rental
HD #4	Potrero Block R - PBV	2	Rental
HD #4	Potrero Block R - PBV	3	Rental
HD #4	Potrero Block R - PBV	4	Rental
HD #4	Potrero Block R - PBV	1	Rental
HD #4	Potrero Block R - PBV	2	Rental
HD #4	Potrero Block R - PBV	3	Rental
HD #4	Potrero Block R - PBV	4	Rental
HD #4	Potrero Block R - PBV	1	Rental
HD #4	Potrero Block R - PBV	2	Rental

HD #4	Potrero Block R - PBV	3	Rental
HD #4	Potrero Block R - PBV	4	Rental
HD #4	Potrero Block R - Tax Credit	1	Rental
HD #4	Potrero Block R - Tax Credit	2	Rental
HD #4	Potrero Block R - Tax Credit	3	Rental
HD #4	Potrero Block R - Tax Credit	4	Rental
HD #4	Potrero Block R - Tax Credit	1	Rental
HD #4	Potrero Block R - Tax Credit	2	Rental
HD #4	Potrero Block R - Tax Credit	3	Rental
HD #4	Potrero Block R - Tax Credit	4	Rental
HD #4	Potrero Block R - Tax Credit	1	Rental
HD #4	Potrero Block R - Tax Credit	2	Rental
HD #4	Potrero Block R - Tax Credit	3	Rental
HD #4	Potrero Block R - Tax Credit	4	Rental
HD #4	Potrero Block R - Tax Credit	2	Rental
HD #5	Potrero Block Q - PBV	1	Rental
HD #5	Potrero Block Q - PBV	2	Rental
HD #5	Potrero Block Q - PBV	3	Rental
HD #5	Potrero Block Q - PBV	4	Rental
HD #5	Potrero Block Q - PBV	1	Rental
HD #5	Potrero Block Q - PBV	2	Rental
HD #5	Potrero Block Q - PBV	3	Rental
HD #5	Potrero Block Q - PBV	4	Rental
HD #5	Potrero Block Q - PBV	1	Rental
HD #5	Potrero Block Q - PBV	2	Rental
HD #5	Potrero Block Q - PBV	3	Rental
HD #5	Potrero Block Q - PBV	4	Rental
HD #5	Potrero Block Q - Tax Credit	1	Rental
HD #5	Potrero Block Q - Tax Credit	2	Rental
HD #5	Potrero Block Q - Tax Credit	3	Rental
HD #5	Potrero Block Q - Tax Credit	4	Rental
HD #5	Potrero Block Q - Tax Credit	1	Rental
HD #5	Potrero Block Q - Tax Credit	2	Rental
HD #5	Potrero Block Q - Tax Credit	3	Rental
HD #5	Potrero Block Q - Tax Credit	4	Rental
HD #5	Potrero Block Q - Tax Credit	1	Rental
HD #5	Potrero Block Q - Tax Credit	2	Rental
HD #5	Potrero Block Q - Tax Credit	3	Rental
HD #5	Potrero Block Q - Tax Credit	4	Rental

[illegible]

						IIGC Grant Amount
		assisted Units				
Homeowner Units	0	100.00%			69%	
Rental Units	789	789	542	0	542	\$34,283,500
Restricted Income Level	Total Units	IIGC assisted Units	Affordable Rental Units	Affordable Ownership Units	Total Restricted Units	IIGC Grant Base Limit
30%	5	5	5		5	\$260,500
45%	5	5	5		5	\$239,500
50%	9	9	9		9	\$431,100
60%	11	11	11		11	\$541,200
30%	15	15	15		15	\$886,500
45%	9	9	9		9	\$494,100
50%	27	27	27		27	\$1,482,300
60%	22	22	22		22	\$1,082,400
30%	21	21	21		21	\$1,596,000
45%	3	3	3		3	\$198,000
50%	24	24	24		24	\$1,584,000
60%	6	6	6		6	\$345,600
Manager	1	1				\$8,500
Non-Restricted	45	45				\$193,500
Non-Restricted	66	66				\$561,000
Non-Restricted	101	101				\$1,282,700
Non-Restricted	22	22				\$371,800
30%	6	6	6		6	\$312,600
30%	16	16	16		16	\$945,600
30%	5	5	5		5	\$380,000
30%	1	1	1		1	\$80,200
50%	7	7	7		7	\$335,300
50%	19	19	19		19	\$1,043,100
50%	14	14	14		14	\$924,000
50%	4	4	4		4	\$281,600

60%	1	1	1		1	\$40,800
60%	5	5	5		5	\$246,000
60%	3	3	3		3	\$172,800
60%	3	3	3		3	\$190,200
Non-Restricted	2	2				\$25,400
Non-Restricted	1	1				\$16,900
Non-Restricted	1	1				\$21,200
Manager	1	1				\$12,700
60%	2	2	2		2	\$81,600
60%	5	5	5		5	\$246,000
60%	5	5	5		5	\$288,000
60%	0					
50%	4	4	4		4	\$191,600
50%	5	5	5		5	\$274,500
50%	2	2	2		2	\$132,000
50%	0					
50%	2	2	2		2	\$95,800
50%	16	16	16		16	\$878,400
50%	9	9	9		9	\$594,000
50%	11	11	11		11	\$774,400
30%	2	2	2		2	\$104,200
30%	25	25	25		25	\$1,477,500
30%	2	2	2		2	\$152,000
30%	0					
Non-Restricted	0					
Non-Restricted	0					
Non-Restricted	3	3				\$50,700
Non-Restricted	1	1				\$21,200
Manager	1	1				\$16,900
60%	4	4	4		4	\$163,200
60%	3	3	3		3	\$147,600
60%	3	3	3		3	\$172,800
60%	1	1	1		1	\$63,400
50%	9	9	9		9	\$431,100
50%	12	12	12		12	\$658,800
50%	12	12	12		12	\$792,000
50%	2	2	2		2	\$140,800
30%	0					
30%	9	9	9		9	\$531,900

30%	8	8	8		8	\$608,000
30%	2	2	2		2	\$160,400
60%	2	2	2		2	\$81,600
60%	3	3	3		3	\$147,600
60%	3	3	3		3	\$172,800
60%	1	1	1		1	\$63,400
50%	1	1	1		1	\$47,900
50%	1	1	1		1	\$54,900
50%	2	2	2		2	\$132,000
50%	0					
30%	6	6	6		6	\$312,600
30%	1	1	1		1	\$59,100
30%	0					
30%	0					
Manager	1	1				\$12,700
60%	6	6	6		6	\$244,800
60%	6	6	6		6	\$295,200
60%	7	7	7		7	\$403,200
60%	2	2	2		2	\$126,800
50%	12	12	12		12	\$574,800
50%	15	15	15		15	\$823,500
50%	16	16	16		16	\$1,056,000
50%	2	2	2		2	\$140,800
30%	7	7	7		7	\$364,700
30%	12	12	12		12	\$709,200
30%	9	9	9		9	\$684,000
30%	2	2	2		2	\$160,400
60%	2	2	2		2	\$81,600
60%	2	2	2		2	\$98,400
60%	2	2	2		2	\$115,200
60%	1	1	1		1	\$63,400
50%	3	3	3		3	\$143,700
50%	5	5	5		5	\$274,500
50%	5	5	5		5	\$330,000
50%	1	1	1		1	\$70,400
30%	2	2	2		2	\$104,200
30%	3	3	3		3	\$177,300
30%	3	3	3		3	\$228,000
30%	1	1	1		1	\$80,200

Manager	1	1				\$12,700

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COMPLETE THESE COLUMNS FOR ANCHOR HD #1 ONLY

If the most restrictive rent applicable to some Units are required by another program, such as HOME or USDA Rural Development, to enter these limits ---->

RENT(S) INFORMATION

1	2	3	4	5	6	7
\$65,250	\$74,600	\$83,900	\$93,200	\$100,700	\$108,150	\$115,600
	\$23,611	\$18,992		\$21,517	\$21,517	\$288,816
Rent Limit Calculation Formula	Max Gross Rent	Less Utility Allowance Schedule 1	Less Utility Allowance Schedule 2	Maximum Net Rent	Proposed Net Rent	Monthly Income at Proposed Rents
TCAC	\$1,048	\$133		\$915	\$915	\$4,575
TCAC	\$1,573	\$133		\$1,440	\$1,440	\$7,200
TCAC	\$1,748	\$133		\$1,615	\$1,615	\$14,535
TCAC	\$2,517	\$171		\$2,346	\$2,346	\$25,806
TCAC	\$1,258	\$171		\$1,087	\$1,087	\$16,305
TCAC	\$1,887	\$171		\$1,716	\$1,716	\$15,444
TCAC	\$2,097	\$171		\$1,926	\$1,926	\$52,002
TCAC	\$2,517	\$171		\$2,346	\$2,346	\$51,612
TCAC	\$1,454	\$210		\$1,244	\$1,244	\$26,124
TCAC	\$2,181	\$210		\$1,971	\$1,971	\$5,913
TCAC	\$2,423	\$210		\$2,213	\$2,213	\$53,112
TCAC	\$2,908	\$210		\$2,698	\$2,698	\$16,188
					\$0	\$0
		\$95				
		\$133				
		\$171				
		\$210				
		\$133				
		\$171				
		\$210				
		\$268				
		\$133				
		\$171				
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		\$210				
		\$268				

Other Rent Limits

Enter below any rent limits that are both the most restrictive and that are required by sources of credits, bonds, or MHP (e.g., HOME or USDA Rural Development).

OtherRentLimitTbl	Gross Rent Limits / Unit Size (Bdrms)					
County	AMI	0	1	2	3	4
San Francisco1.2	1.20%					
San Francisco1.1	1.10%					
San Francisco1	100%					
San Francisco0.95	95%					
San Francisco0.9	90%					
San Francisco0.85	85%					
San Francisco0.8	80%					
San Francisco0.75	75%					
San Francisco0.7	70%					
San Francisco0.65	65%					
San Francisco0.6	60%					
San Francisco0.55	55%					
San Francisco0.5	50%					
San Francisco0.45	45%					
San Francisco0.4	40%					
San Francisco0.35	35%					
San Francisco0.3	30%					
San Francisco0.25	25%					
San Francisco0.2	20%					
San Francisco0.15	15%					
Description of other rent						

limits

	Below, enter all "Other" Unrestricted Units
--	---

	Bedrooms	Units	Proposed Net Rent	Monthly Income at Proposed	
Manager Unit				\$0	
Manager Unit				\$0	
Manager Unit				\$0	
	0 Bdrm.	45	\$2,900	\$130,500	
	1 Bdrm.	66	\$3,400	\$224,400	
	2 Bdrm.	101	\$4,400	\$444,400	
	3 Bdrm.	22	\$5,200	\$114,400	
				\$0	
				\$0	
				\$0	
				\$0	
				\$0	

[illegible]

[illegible]

[illegible]

[illegible][illegible]

IIGC Basic Grant

Unit Type AMI	0-Bdrm
200%+ FMR or > CALHFA Sales Prices, or Non-Restricted	\$4,300
60% AMI Rental	\$36,600
50% AMI Rental	\$42,300
30% AMI Rental	\$49,200
Moderate Income Owner	\$32,500
Low Income Owner	\$36,600

200%+ FMR
> CALHFA Sales Price

Non-Restricted

60% AMI Rental

50% AMI Rental

30% AMI Rental

MI Owner

LI Owner

200%+ FMR (

Moderate Inc

Low Income (

[illegible]

[illegible]

Limit x Units

1-Bdrm	2-Bdrm	3-Bdrm	4+Bdrm
\$8,500	\$12,700	\$16,900	\$21,200
\$40,800	\$49,200	\$57,600	\$63,400
\$47,900	\$54,900	\$66,000	\$70,400
\$52,100	\$59,100	\$76,000	\$80,200
\$36,600	\$43,700	\$52,100	\$56,300
\$40,800	\$49,200	\$57,600	\$63,400

or > CALHFA Sales Prices, or Non-Restricted

come Owner

Owner

Development Sources

Development Sources					Construction Totals		\$942,348,304	\$0	\$942,348,304	Construction Terms			Permanent Terms				
					Permanent Totals		\$944,559,389	\$0	\$944,559,389				Interest Rate		Repayment Terms		
Construction	Committed ?	HD/CIP	Unit Type	Source Name (lien priority order)	Source Type	Lien No.	Residential Amount	Commercial Amount	Total Amount	Interest Rate	Required Payment	Loan Term (months)	Rate	Type	Amortizing Period (yrs.)	Type	Due in (yrs.)
Construction	No		Rental														
Construction	No	Multiple HDs	Rental	Infill Infrastructure Grant Program (IIGC) - Grant	State-HCD	2	\$45,000,000		\$45,000,000								
Construction	No	HD #3	Rental	HD3 Construction Loan	Private	1	\$86,092,162		\$86,092,162	7.55%	Interest	34					
Construction	No	HD #3	Rental	HD3 Local Gap Loan (MOHCD)	Local	2	\$17,978,697		\$17,978,697	3.00%	Deferred	34					
Construction	No	HD #3	Rental	HD3 GP Equity	Private		\$500,000		\$500,000								
Construction	No	HD #3	Rental	HD3 Deferred Costs	Private		\$5,710,000		\$5,710,000								
Construction	No	HD #3	Rental	HD3 Tax Credit Equity	4% tax credits		\$7,955,728		\$7,955,728								
Construction	No	CIP	Rental	CIP 1 Construction Loan	Private	1	\$22,719,909		\$22,719,909	7.00%	Interest Only	48					
Construction	No	Anchor HD #1	Rental	HD 1 Construction Loan	Private	1	\$175,140,639		\$175,140,639	7.00%	Interest Only	48					
Construction	No	Anchor HD #1	Rental	HD 1 Local Gap Loan (MOHCD)	Local	2	\$39,500,000		\$39,500,000	3.00%	Deferred	48					
Construction	No	Anchor HD #1	Rental	HD 1 Project Enhancement Infra District	Private		\$3,697,990		\$3,697,990								
Construction	No	Anchor HD #1	Rental	HD 1 LP Equity	Private		\$17,293,394		\$17,293,394								
Construction	No	HD #4	Rental	HD4 Construction Loan	Private	1	\$76,564,590		\$76,564,590	7.20%	Interest	40					
Construction	No	HD #4	Rental	HD4 Local Gap Loan (MOHCD)	Local	2	\$13,000,000		\$13,000,000	3.00%	Deferred	40					
Construction	No	HD #4	Rental	HD4 Tax Credit Equity	4% tax credits		\$3,513,073		\$3,513,073								
Construction	No	HD #4	Rental	HD4 Tax Credit Equity - State	State-HCD		\$637,500		\$637,500								
Construction	No	HD #5	Rental	HD5 Construction Loan	Private	1	\$113,804,792		\$113,804,792	7.20%	Interest	40					
Construction	No	HD #5	Rental	HD5 Local Gap Loan (MOHCD)	Local	2	\$15,000,000		\$15,000,000	3.00%	Deferred	40					
Construction	No	HD #5	Rental	HD5 Tax Credit Equity	4% tax credits		\$4,629,430		\$4,629,430								
Construction	No	HD #5	Rental	HD5 Tax Credit Equity-State	State-HCD		\$945,000		\$945,000								
Construction	No	HD #5	Rental	HD5 Deferred Developer Fees	Private		\$7,287,487		\$7,287,487								
Construction	No	CIP	Rental	CIP3 Local Gap Loan (MOHCD)	Local	1	\$66,164,526		\$66,164,526	3.00%	Deferred	40					
Construction	No	HD #2	Rental	HD2 Construction Loan	Private	1	\$73,865,774		\$73,865,774	7.50%	Interest Only	34					
Construction	No	HD #2	Rental	HD2 Tax Credit Equity	4% tax credits		\$6,291,970		\$6,291,970								
Construction	No	HD #2	Rental	HD2 Local Gap Loan (MOHCD)	Local	2	\$19,426,797		\$19,426,797	3.00%	Other	34					
Construction	No	HD #2	Rental	HD2 Deferred Developer Fees	Private		\$1,847,914		\$1,847,914								
Construction	No	HD #2	Rental	HD2 GP Equity	Private		\$500,000		\$500,000								
Construction	No	CIP	Rental	CIP2 Local Gap Loan (MOHCD)	Local	1	\$23,013,063		\$23,013,063	3.00%	Other	60					
Construction	No		Rental														
Construction	No		Rental														
Construction	No		Rental														
Construction	No		Rental														
Construction	No		Rental														
Construction	No		Rental														
Construction	No	Anchor HD #1	Rental	Deferred Developer Fees	Private		\$1,100,000		\$1,100,000								
Construction	No	Anchor HD #1	Rental	Other Deferred Costs			\$2,048,258		\$2,048,258								
Construction	No	Anchor HD #1	Rental	Developer Fee Contribution	Private												
Construction	No	Anchor HD #1	Rental	GP Equity	Private		\$84,226,316		\$84,226,316								
Construction	No	Anchor HD #1	Rental	Gross Tax Credit Equity	4% tax credits		\$6,893,295		\$6,893,295								

Development Sources					Construction Totals		\$942,348,304	\$0	\$942,348,304	Construction Terms			Permanent Terms				
Permanent																	
Permanent	No		Rental														
Permanent	No	Multiple HDs	Rental	Infill Infrastructure Grant Program (IIGC) - Grant	State-HCD	2	\$45,000,000		\$45,000,000								
Permanent	No	HD #3	Rental	HD3 Permanent Loan	Private	1	\$26,069,703		\$26,069,703				6.51%	Fixed for Term	30	FAM	
Permanent	No	HD #3	Rental	HD3 HCD AHSC	State-HCD	2	\$16,150,000		\$16,150,000				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	HD #3	Rental	HD3 Local Gap Loan (MOHCD)	Local	2	\$17,978,697		\$17,978,697				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	HD #3	Rental	HD3 GP Equity	Private		\$500,000		\$500,000								
Permanent	No	HD #3	Rental	HD3 Deferred Developer Fees	Private		\$4,500,000		\$4,500,000								
Permanent	No	HD #3	Rental	HD3 Tax Credit Equity	4% tax credits		\$53,038,187		\$53,038,187								
Permanent	No	CIP	Rental	CIP 1 HCD AHSC HRI	State-HCD		\$24,930,994		\$24,930,994								
Permanent	No	Anchor HD #1	Rental	HD1 Permanent Loan	Private	1	\$100,490,960		\$100,490,960				6.00%	Fixed for Term	30	Not Yet Known	
Permanent	No	Anchor HD #1	Rental	HD1 Local Gap Loan (MOHCD)	Local	2	\$39,500,000		\$39,500,000				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	Anchor HD #1	Rental	HD1 HCD AHSC	State-HCD	2	\$24,930,995		\$24,930,995				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	Anchor HD #1	Rental	HD1 Project Enhancement Infra District	Other		\$13,004,374		\$13,004,374								
Permanent	No	Anchor HD #1	Rental	HD1 LP Equity	Private		\$17,293,394		\$17,293,394								
Permanent	No	HD #4	Rental	HD4 Local Gap Loan (MOHCD)	Local	2	\$9,584,771		\$9,584,771				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	HD #4	Rental	HD4 FHLB AHP	Other		\$850,000		\$850,000								
Permanent	No	HD #4	Rental	HD4 HCD AHSC	State-HCD	2	\$24,286,218		\$24,286,218				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	HD #4	Rental	HD4 Permanent Loan	Private	1	\$18,125,942		\$18,125,942				6.47%	Fixed for Term	40	FAM	
Permanent	No	HD #4	Rental	HD4 Tax Credit Equity	4% tax credits		\$35,130,732		\$35,130,732								
Permanent	No	HD #4	Rental	HD4 Tax Credit Equity-State	State-HCD		\$5,737,500		\$5,737,500								
Permanent	No	HD #5	Rental	HD5 Local Gap Loan (MOHCD)	Local	2	\$18,132,228		\$18,132,228				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	HD #5	Rental	HD5 Tax Credit Equity	4% tax credits		\$46,294,299		\$46,294,299								
Permanent	No	HD #5	Rental	HD5 HCD AHSC	State-HCD	2	\$30,000,000		\$30,000,000				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	HD #5	Rental	HD5 Permanent Loan	Private	1	\$29,502,695		\$29,502,695				6.00%	Fixed for Term	40	FAM	
Permanent	No	HD #5	Rental	HD5 FHLB AHP	Other		\$1,000,000		\$1,000,000								
Permanent	No	HD #5	Rental	HD5 Tax Credit Equity-State	State-HCD		\$9,450,000		\$9,450,000								
Permanent	No	HD #5	Rental	HD5 Deferred Developer Fees	Private		\$7,287,487		\$7,287,487								
Permanent	No	CIP	Rental	CIP3 Local Gap Loan (MOHCD)	Local	1	\$66,164,526		\$66,164,526				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	HD #2	Rental	HD2 Permanent Loan	Private	1	\$22,147,904		\$22,147,904				5.60%	Fixed for Term	30	FAM	
Permanent	No	HD #2	Rental	HD2 Tax Credit Equity	4% tax credits		\$41,946,465		\$41,946,465								
Permanent	No	HD #2	Rental	HD2 HCD AHSC	State-HCD	2	\$16,063,375		\$16,063,375				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	HD #2	Rental	HD2 Local Gap Loan (MOHCD)	Local	2	\$19,426,797		\$19,426,797				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No	HD #2	Rental	HD2 Deferred Developer Fees	Private		\$1,847,914		\$1,847,914								
Permanent	No	HD #2	Rental	HD2 GP Equity	Private		\$500,000		\$500,000								
Permanent	No	CIP	Rental	CIP2 Local Gap Loan (MOHCD)	Local	1	\$23,013,063		\$23,013,063				3.00%	Fixed for Term	55	Residual Receipt	
Permanent	No		Rental														
Permanent	No	Anchor HD #1	Rental	Deferred Developer Fees													
Permanent	No	Anchor HD #1	Rental	Developer Fee Contribution													
Permanent	No	Anchor HD #1	Rental	GP Equity	Private		\$84,226,316		\$84,226,316								
Permanent	No	Anchor HD #1	Rental	Gross Tax Credit Equity	4% tax credits		\$50,453,853		\$50,453,853								

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

Development Sources

Construction Totals	\$942,348,304	\$0	\$942,348,304	Construction Terms	Permanent Terms

End of Document

			Details of Deferred Costs	
\$1,979,397		\$26,069,703		
\$67,830				
\$0				
\$7,292,033		\$16,264,644		
\$0				
\$104,710				
\$0				
\$102,002				
\$1,269,253		\$18,125,942		
\$0				
\$126,000				
\$1,970,579		\$29,502,695		
\$0				
		\$22,147,904		
\$67,466				
\$0				
\$0				

		Details of Deferred Costs
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CQIA applications only			Eligible Basis		Permanent Sources of Funds																	
Grant Totals	\$944,559,389	\$0	\$0	\$0	\$0	\$45,000,000	\$26,069,703	\$16,150,000	\$17,978,697	\$500,000	\$4,500,000	\$53,038,187	\$24,930,994	\$100,490,960	\$39,500,000	\$24,930,995	\$13,004,374	\$17,293,394	\$9,584,771	\$850,000	\$24,286,218	\$18,125,942
USES OF FUNDS	Total Project Cost/Sources	Total Project Commercial Cost/Sources	30% PVC for New Const/Rehab	30% PVC for Acquisition		Infill Infrastructure Grant Program (IIGC) - Grant	HD3 Permanent Loan	HD3 HCD AHSC	HD3 Local Gap Loan (MOHCD)	HD3 GP Equity	HD3 Deferred Developer Fees	HD3 Tax Credit Equity	CIP 1 HCD AHSC HRI	HD1 Permanent Loan	HD1 Local Gap Loan (MOHCD)	HD1 HCD AHSC	HD1 Project Enhancement Infra District	HD1 LP Equity	HD4 Local Gap Loan (MOHCD)	HD4 FHLB AHP	HD4 HCD AHSC	HD4 Permanent Loan
Land Cost or Value	\$9,343,692		\$0															\$9,343,692				
Demolition	\$0		\$0																			
Legal	\$97,138		\$0				\$10,000											\$77,138				
Land Lease Rent Prepayment	\$0		\$0																			
Existing Improvements Cost or Value	\$0		\$0																			
Off-Site Improvements	\$0		\$0																			
Predevelopment Interest/Holding Cost	\$8,416,377		\$0															\$7,872,564	\$342,003			
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	\$0		\$0																			
Excess Purchase Price Over Appraisal	\$0		\$0																			
\$17,857,207			\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$17,293,394	\$342,003	\$0	\$0	\$0
Site Work	\$0		\$0																			
Structures	\$0		\$0																			
General Requirements	\$0		\$0																			
Contractor Overhead	\$0		\$0																			
Contractor Profit	\$0		\$0																			
Prevailing Wages	\$0		\$0																			
General Liability Insurance	\$0		\$0																			
Other: (Specify)	\$0		\$0																			
Other: (Specify)	\$0		\$0																			
Other: (Specify)	\$0		\$0																			
Other: (Specify)	\$0		\$0																			
Total Relocation Expenses	\$0		\$0																			
\$0			\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Site Work	\$6,131,393		\$0																\$1,745,659			
Structures	\$463,460,154		\$0				\$9,031,678					\$53,038,187		\$100,490,960	\$38,647,491	\$24,930,995	\$12,585,203		\$1,378,957		\$6,143,560	
General Requirements	\$4,490,313		\$0				\$2,803,712															
Contractor Overhead	\$11,097,988		\$0				\$2,643,002												\$753,000		\$1,069,110	
Contractor Profit	\$7,442,783		\$0																\$575,000			\$1,058,036
Prevailing Wages	\$0		\$0																			
General Liability Insurance	\$3,887,414		\$0				\$1,150,392														\$1,276,232	
Urban Greening	\$2,094,990		\$0																			
Other: (Specify)	\$10,817,742		\$0				\$1,001,092	\$4,596,651														\$500,000
Other: (Specify)	\$13,144,920		\$0						\$12,594,920													\$200,000
Other: (Specify)	\$7,761,066		\$0																			\$3,378,695
\$530,328,763			\$0	\$0	\$0	\$0	\$16,629,875	\$4,596,651	\$12,594,920	\$0	\$0	\$53,038,187	\$0	\$100,490,960	\$38,647,491	\$24,930,995	\$12,585,203	\$0	\$4,452,616	\$0	\$8,488,902	\$5,136,731
Design	\$23,624,539		\$0				\$3,255,021												\$2,085,189		\$1,595,894	
Supervision	\$1,365,319		\$0																\$25,000		\$80,000	\$170,000
Total Survey & Engineering	\$1,665,690		\$0																		\$60,000	
Other: (Specify)	\$1,125,000		\$0																\$300,000		\$150,000	
Other: (Specify)	\$174,000		\$0																\$87,000			
\$27,954,548			\$0	\$0	\$0	\$0	\$3,255,021	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,497,189	\$0	\$1,885,894	\$170,000
Construction Loan Interest	\$56,006,319		\$0					\$5,945,331	\$1,220,074													\$9,116,519
Origination Fee	\$4,533,778		\$0					\$805,923	\$53,126										\$601,437			
Credit Enhancement/Application Fee	\$330,000		\$0																\$90,000			
Bond Premium	\$1,142,808		\$0						\$459,176													
Cost of Issuance	\$322,828		\$0						\$185,000													
Title & Recording	\$120,000		\$0																			
Taxes	\$3,279,361		\$0						\$3,200													\$14,000
Insurance	\$13,389,279		\$0						\$265,045													\$2,344,150
Employment Reporting	\$0		\$0																			
Other: (Specify)	\$15,000		\$0																			
Other: (Specify)	\$0		\$0																			
Other: (Specify)	\$0		\$0																			
Other: (Specify)	\$0		\$0																			
\$79,139,373			\$0	\$0	\$0	\$0	\$0	\$6,751,254	\$2,185,621	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$691,437	\$0	\$0	\$11,474,669
Loan Origination Fee	\$2,300,402		\$0						\$190,349													
Credit Enhancement/Application Fee	\$477,552		\$0																			
Title & Recording	\$335,000		\$0																			\$15,000
Taxes	\$0		\$0																			
Insurance	\$0		\$0																			
Legal for Perm Loan	\$190,000		\$0																			\$70,000
Other: (Specify)	\$511,374		\$0					\$393,874														\$10,000
Other: (Specify)	\$19,623		\$0						\$19,623													
\$3,833,951			\$0	\$0	\$0	\$0	\$0	\$393,874	\$209,972	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$95,000
Legal Paid by Applicant	\$1,077,040		\$0						\$257,040													\$70,000
Lender Legal	\$205,000		\$0						\$50,000													

USES OF FUNDS	Total Project Cost/Sources	Total Project Commercial Cost/Sources	30% PVC for New Const/Rehab	30% PVC for Acquisition		Infill Infrastructure Grant Program (IIGC) - Grant	HD3 Permanent Loan	HD3 HCD AHSC	HD3 Local Gap Loan (MOHCD)	HD3 GP Equity	HD3 Deferred Developer Fees	HD3 Tax Credit Equity	CIP 1 HCD AHSC HRI	HD1 Permanent Loan	HD1 Local Gap Loan (MOHCD)	HD1 HCD AHSC	HD1 Project Enhancement Infra District	HD1 LP Equity	HD4 Local Gap Loan (MOHCD)	HD4 FHLB AHP	HD4 HCD AHSC	HD4 Permanent Loan
	\$7,449,605	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$317,303	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,223,365	\$0
Construction Hard Cost Contingency	\$33,294,036	\$0					\$1,304,806														\$3,221,083	
Soft Cost Contingency	\$5,895,770	\$0							\$1,648,784												\$476,871	
Other: (Specify)	\$4,408,222	\$0						\$4,408,222														
Other: (Specify)	\$0	\$0																				
Other: (Specify)	\$0	\$0																				
	\$43,598,028	\$0	\$0	\$0	\$0	\$0	\$1,304,806	\$4,408,222	\$1,648,784	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,697,954	\$0
TCAC App/Allocation/Monitoring Fees	\$916,008	\$0							\$39,540										\$357,040			
Environmental Audit	\$25,000	\$0																				
Local Development Impact Fees	\$9,454,387	\$0																			\$2,500,000	
Permit Processing Fees	\$7,541,124	\$0					\$2,100,000														\$696,442	
Capital Fees	\$132,000	\$0																				
Marketing	\$1,305,974	\$0							\$375,518													
Furnishings	\$1,484,750	\$0							\$200,000												\$192,000	
Market Study	\$44,000	\$0					\$15,000														\$12,500	
Accounting/Reimbursable	\$200,000	\$0							\$70,000												\$50,000	
Appraisal Costs	\$45,000	\$0					\$15,000														\$15,000	
Construction Management	\$900,000	\$0																	\$125,000		\$125,000	
Prevailing Wage Monitoring	\$90,000	\$0																				
Other: (Specify)	\$1,415,000	\$0					\$100,000														\$320,000	
Other: (Specify)	\$3,175,328	\$0					\$200,000													\$850,000	\$58,390	\$285,000
Other: (Specify)	\$247,500	\$0					\$240,000															
Other: (Specify)	\$37,500	\$0							\$30,000										\$7,500			
Other: (Specify)	\$0	\$0																				
Other: (Specify)	\$0	\$0																				
	\$27,013,571	\$0	\$0	\$0	\$0	\$0	\$2,670,000	\$0	\$715,058	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$489,540	\$850,000	\$3,969,332	\$285,000
Developer Overhead/Profit	\$46,518,720	\$0					\$2,200,000				\$4,500,000				\$677,509		\$419,171		\$1,111,986		\$4,930,771	\$949,542
Consultant/Processing Agent	\$175,000	\$0													\$75,000							
Project Administration	\$300,000	\$0													\$100,000							
Broker Fees Paid to a Related Party	\$0	\$0																				
Construction Oversight by Developer	\$0	\$0																				
Other: (Specify)	\$0	\$0																				
	\$46,993,720	\$0	\$0	\$0	\$0	\$0	\$2,200,000	\$0	\$0	\$0	\$4,500,000	\$0	\$0	\$0	\$852,509	\$0	\$419,171	\$0	\$1,111,986	\$0	\$4,930,771	\$949,542

al Improvement Project(s) (CIP)

																					Commercial Sources			
\$35,130,732	\$5,737,500	\$18,132,228	\$46,294,299	\$30,000,000	\$29,502,695	\$1,000,000	\$9,450,000	\$7,287,487	\$66,164,526	\$22,147,904	\$41,946,465	\$16,063,375	\$19,426,797	\$1,847,914	\$500,000	\$23,013,063	\$0	\$0	\$0	\$84,226,316	\$50,453,853	\$0	\$0	
HD4 Tax Credit Equity	HD4 Tax Credit Equity-State	HD5 Local Gap Loan (MOHCD)	HD5 Tax Credit Equity	HD5 HCD AHSC	HD5 Permanent Loan	HD5 FHLB AHP	HD5 Tax Credit Equity-State	HD5 Deferred Developer Fees	CIP3 Local Gap Loan (MOHCD)	HD2 Permanent Loan	HD2 Tax Credit Equity	HD2 HCD AHSC	HD2 Local Gap Loan (MOHCD)	HD2 Deferred Developer Fees	HD2 GP Equity	CIP2 Local Gap Loan (MOHCD)		Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity	Source Name	Source Name	
															\$10,000									
		\$201,810																						
\$0	\$0	\$201,810	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
		\$2,385,734								\$2,000,000														
\$34,051,195		\$1,750,000	\$46,183,493	\$12,720,283			\$9,450,000			\$20,147,904	\$22,639,763	\$16,063,375								\$32,666,443	\$21,540,667			
													\$1,686,601											
		\$1,118,780			\$1,747,010								\$3,767,086											
		\$787,000			\$2,864,975								\$2,157,772											
				\$1,460,790																				
																				\$2,094,990				
					\$200,000															\$4,520,000				
					\$350,000																			
					\$4,382,371																			
\$34,051,195	\$0	\$6,041,514	\$46,183,493	\$14,181,073	\$9,544,356	\$0	\$9,450,000	\$0	\$0	\$22,147,904	\$22,639,763	\$16,063,375	\$7,611,459	\$0	\$0	\$0	\$0	\$0	\$0	\$39,281,433	\$21,540,667	\$0	\$0	
		\$2,746,397		\$1,212,618							\$2,285,070										\$3,606,210	\$6,838,140		
																					\$1,090,319			
		\$189,000		\$77,000							\$200,000											\$1,139,690		
		\$282,732	\$42,268	\$350,000																				
		\$87,000																						
\$0	\$0	\$3,305,129	\$42,268	\$1,639,618	\$0	\$0	\$0	\$0	\$0	\$0	\$2,485,070	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,696,529	\$7,977,830	\$0	\$0	
					\$15,047,612							\$910,901		\$5,533,370							\$12,178,050	\$6,054,462		
		\$783,730												\$376,586								\$1,912,977		
		\$90,000																			\$150,000			
														\$683,632										
														\$137,828										
		\$90,000												\$30,000										
			\$14,000											\$208							\$3,247,953			
\$1,058,537		\$4,445,045								\$200,000			\$616,483								\$2,180,639	\$2,279,380		
														\$15,000										
\$1,058,537	\$0	\$5,408,775	\$14,000	\$0	\$15,047,612	\$0	\$0	\$0	\$0	\$0	\$1,110,901	\$0	\$7,393,107	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$19,669,619	\$8,333,842	\$0	\$0
																\$240,511					\$1,461,991	\$407,552		
																\$20,000					\$50,000	\$407,552		
					\$15,000											\$25,000					\$150,000	\$130,000		
					\$70,000																\$50,000			
			\$10,000		\$97,500																			
\$0	\$0	\$0	\$10,000	\$0	\$182,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$285,511	\$0	\$0	\$0	\$0	\$1,711,991	\$945,103	\$0	\$0
			\$15,000	\$70,000												\$100,000					\$300,000	\$250,000		
				\$20,000												\$65,000					\$50,000			
\$0	\$0	\$0	\$15,000	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$165,000	\$0	\$0	\$0	\$0	\$0	\$350,000	\$250,000	\$0	\$0
				\$1,208,321										\$729,744							\$1,050,000	\$989,536		
				\$417,857										\$1,013,479										

HD4 Tax Credit Equity	HD4 Tax Credit Equity-State	HD5 Local Gap Loan (MOHCD)	HD5 Tax Credit Equity	HD5 HCD AHSC	HD5 Permanent Loan	HD5 FHLB AHP	HD5 Tax Credit Equity-State	HD5 Deferred Developer Fees	CIP3 Local Gap Loan (MOHCD)	HD2 Permanent Loan	HD2 Tax Credit Equity	HD2 HCD AHSC	HD2 Local Gap Loan (MOHCD)	HD2 Deferred Developer Fees	HD2 GP Equity	CIP2 Local Gap Loan (MOHCD)		Deferred Developer Fees	Developer Fee Contribution	GP Equity	Gross Tax Credit Equity	Source Name	Source Name
\$0	\$0	\$0	\$0	\$1,626,178	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,743,223	\$0	\$0	\$0	\$0	\$0	\$0	\$1,050,000	\$989,536	\$0	\$0
				\$4,270,022							\$11,202,306									\$6,761,644	\$6,534,175		
\$21,000				\$595,573										\$1,847,914						\$1,305,628			
\$21,000	\$0	\$0	\$0	\$4,865,595	\$0	\$0	\$0	\$0	\$0	\$0	\$11,202,306	\$0	\$0	\$1,847,914	\$0	\$0	\$0	\$0	\$0	\$8,067,272	\$6,534,175	\$0	\$0
					\$435,876								\$83,552										
													\$25,000										
		\$1,500,000		\$1,500,000									\$1,650,000							\$2,304,387			
		\$300,000																		\$2,165,302	\$2,279,380		
													\$132,000										
													\$330,456										
				\$274,000									\$138,000							\$350,000	\$250,000		
				\$16,500																\$430,750	\$250,000		
				\$50,000																			
													\$30,000										
													\$15,000										
		\$125,000			\$125,000								\$200,000							\$200,000			
					\$40,000															\$50,000			
				\$920,000									\$75,000										
				\$781,938		\$1,000,000																	
			\$7,500																				
\$0	\$0	\$1,925,000	\$7,500	\$3,542,438	\$600,876	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$2,679,008	\$0	\$0	\$0	\$0	\$0	\$0	\$5,500,439	\$2,779,380	\$0	\$0
	\$5,737,500	\$1,250,000	\$22,038	\$4,055,098	\$4,127,351			\$7,287,487			\$4,508,425				\$39,489					\$3,599,033	\$1,103,320		
																				\$100,000			
																				\$200,000			
\$0	\$5,737,500	\$1,250,000	\$22,038	\$4,055,098	\$4,127,351	\$0	\$0	\$7,287,487	\$0	\$0	\$4,508,425	\$0	\$0	\$0	\$39,489	\$0	\$0	\$0	\$0	\$3,899,033	\$1,103,320	\$0	\$0

Annual Income And Expenses
(Anchor HD#1)

EMPLOYEE INFORMATION

No.	FTE	Employee Job Title	Wages	Free Rent	Comments
2	2.00	On-Site Manager(s)	\$88,000	\$0	
2	2.00	On-Site Assistant Manager(s)	\$65,000	\$0	
2	2.00	Supportive Services Staff Supervisor(s)	\$100,000		
		Supportive Services Coordinator, On-Site	\$0		
		Other Supportive Services Staff (inc. Case Manager)	\$0		
2	1.50	On-Site Maintenance Employee(s)	\$80,000	\$0	
2	2.00	On-Site Leasing Agent/Administrative Employee(s)	\$69,000	\$0	
		On-Site Security Employee(s)	\$0	\$0	Third-party security service
		Other (Specify)	\$0	\$0	
		Other (Specify)	\$0	\$0	
Acct. No.		Total Salaries and Value of Free Rent Units	\$402,000	\$0	
6711		Payroll Taxes	\$75,000		
6722		Workers Compensation	\$70,000		
6723		Employee Benefits	\$80,000		
Employee(s) Payroll Taxes, Workers Comp. & Benefits			\$225,000		
Total Employee(s) Expenses			\$627,000		

EMPLOYEE UNITS

Income Limit	Job Title(s) of Employee(s) Living On-Site	Bedrooms	SF	Comments
None	On-Site Manager(s)	1	627	On-site manager has free rent
Total Square Footage			627	

ANNUAL OPERATING BUDGET

Acct. No.	Revenue - Income	Residential	Commercial	Comments
5120/5140	Rent Revenue - Gross Potential		\$2,169,600	
	Restricted Unit Rents	\$3,465,792		
	Unrestricted Unit Rents	\$10,964,400		
5121	Tenant Assistance Payments			
		\$0		
		\$0		
	Operating Subsidies	\$0		
	Other: (Specify)	\$0	\$0	
5910	Laundry and Vending Revenue	\$122,304		
5170	Garage and Parking Spaces	\$741,600	\$0	
5990	Miscellaneous Rent Revenue	\$0	\$0	
Gross Potential Income (GPI)		\$15,294,096	\$2,169,600	
5220/5240	Vacancy Rate: Restricted Units	5.0%		
	Vacancy Rate: Unrestricted Units	5.0%		
	Vacancy Rate: Tenant Assistance Payments	5.0%		
	Vacancy Rate: Other: (Specify)	5.0%		
	Vacancy Rate: Laundry & Vending & Other Income	5.0%		
	Vacancy Rate: Commercial Income		50.0%	
	Vacancy Loss(es)	\$764,705	\$1,084,800	
Effective Gross Income (EGI)		\$14,529,391	\$1,084,800	

Acct. No.	Administrative Operating Expenses	Residential	Commercial	Comments
6203	Conventions and Meetings	\$0	\$0	
6210	Advertising and Marketing	\$157,000	\$50,000	
6250	Other Renting Expenses	\$0	\$0	
6310	Office/Administrative Salaries -- from above	\$69,000	\$0	
6311	Office Expenses	\$41,000	\$0	
6312	Office or Model Apartment Rent	\$0	\$0	
6320	Management Fee	\$271,566	\$40,579	
6330	Site/Resident Manager(s) Salaries -- from above	\$153,000	\$0	
6331	Administrative Free Rent Unit -- from above	\$0	\$0	
6340	Legal Expense -- Project	\$17,400	\$2,600	
6350	Audit Expense	\$13,050	\$1,950	
6351	Bookkeeping Fees/Accounting Services	\$13,050	\$1,950	
6390	Miscellaneous Administrative Expenses	\$11,632	\$1,738	
6399	Total Administrative Expenses	\$746,698	\$98,817	

Utilities Expenses		Residential	Commercial	Comments
6450	Electricity	\$30,537	\$4,563	
6451	Water	\$30,537	\$4,563	
6452	Gas	\$30,537	\$4,563	
6453	Sewer	\$30,537	\$4,563	
	Other Utilities: (Specify)	\$0	\$0	
6400T	Total Utilities Expenses	\$122,148	\$18,252	

Operating and Maintenance Expenses		Residential	Commercial	Comments
6510	Payroll -- from above	\$80,000	\$0	
6515	Supplies	\$26,970	\$4,030	
6520	Contracts	\$18,600	\$9,300	
6521	Operating & Maintenance Free Rent Unit -- from above	\$0	\$0	
6525	Garbage and Trash Removal	\$130,500	\$19,500	
6530	Security Contract	\$104,400	\$15,600	
6531	Security Free Rent Unit -- from above	\$0	\$0	
6546	Heating/Cooling Repairs and Maintenance	\$21,750	\$3,250	
6548	Snow Removal	\$0	\$0	
6570	Vehicle & Maintenance Equipment Operation/Reports	\$5,000	\$0	
6590	Miscellaneous Operating and Maintenance Expenses	\$31,320	\$4,680	
6500T	Total Operating and Maintenance Expenses	\$418,540	\$56,360	

Taxes and Insurance		Residential	Commercial	Comments
6710	Real Estate Taxes	\$2,617,425	\$391,109	
6711	Payroll Taxes (Project's Share) -- from above	\$75,000	\$0	
6720	Property and Liability Insurance (Hazard)	\$71,253	\$10,647	
6729	Other Insurance (e.g. Earthquake)	\$0	\$0	
6721	Fidelity Bond Insurance	\$0	\$0	
6722	Worker's Compensation -- from above	\$70,000	\$0	
6723	Health Insurance/Other Employee Benefits--from above	\$80,000	\$0	
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	\$0	\$0	
6700T	Total Taxes and Insurance	\$2,913,678	\$401,756	

Supportive Services Costs		Residential	Commercial	Comments
6990	Staff Supervisor(s) Salaries - from above	\$100,000	\$0	
6990	Services Coordinator Salaries, On-Site - from above	\$0	\$0	
6990	Other Supportive Services Staff Salaries - from above	\$0	\$0	
6990	Supportive Services Admin Overhead	\$0	\$0	
6990	Other Supportive Services Costs: (Specify)	\$0	\$0	
6990	Other Supportive Services Costs: (Specify)	\$0	\$0	
6900T	Total Supportive Services Costs	\$100,000	\$0	
Total Operating Expenses		\$4,301,064	\$575,185	

Funded Reserves		Residential	Commercial	Comments
7210	Required Replacement Reserve Deposits	\$35,100	\$0	
7220	Other Reserves: (Specify)	\$0	\$0	
7230	Other Reserves: (Specify)	\$0	\$0	
7240	Other Reserves: (Specify)	\$0	\$0	
Total Reserves		\$35,100	\$0	

Ground Lease		Residential	Commercial	Comments
	Ground Lease	\$0	\$0	
Total Ground Lease		\$0	\$0	
Net Operating Income		\$10,193,228	\$509,615	

Financial Expenses		Residential	Commercial	Comments
6820	1st Mortgage Debt Service: Market Rate Perm Loan	\$6,121,856	\$0	
6830	2nd Mortgage Debt Service: Affordable Perm Loan	\$1,170,177	\$0	
6830	3rd Mortgage Debt Service (Specify)	\$0	\$0	
6890	Other HCD .42% (Specify)	\$0	\$0	
6890	Bond Issuer Fee	\$0	\$0	
6890	Miscellaneous Financial Expenses (Specify)	\$0	\$0	
6890	Miscellaneous Financial Expenses (Specify)	\$0	\$0	
6800T	Total Financial Expenses	\$7,292,033	\$0	
Cash Flow		\$2,901,194	\$509,615	

7190	Asset Management/Similar Fees	\$0	\$0	
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Total Operating Expenses Per Unit		Per Year	Per Month	Comments
Without any Adjustments		\$5,451	\$454	
With the Value of Rent-Free Units Included		\$5,451	\$454	
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included		\$2,007	\$167	

Anchor HD #1 ONLY

Project Name: India Basin

County: San Francisco

Project's Proposed Tax Credits: 4%

HCD Phase: Origination

Unit Size	2023 TCAC Threshold Basis Limits (TBL)	# of Units	Basis x Number of Units	TOTAL UNADJUSTED THRESHOLD BASIS LIMIT (TBL):	\$370,183,123
SRO/Studio	\$689,665	45	\$31,034,925	TOTAL HCD ADJ. THRESHOLD BASIS LIMIT:	\$555,274,684
1 Bedroom	\$795,177	86	\$68,385,222	Adjusted Threshold Basis Limit multiplied by 160%:	\$888,439,494
2 Bedrooms	\$959,200	185	\$177,452,000	HCD HIGH COST TEST RESULT FOR: India Basin	0%
3 Bedrooms	\$1,227,776	76	\$93,310,976		
4+ Bedrooms	\$1,367,819	0	\$0	Total Eligible Basis	\$0

Manager Units in Project:1Anchor HD TOTAL UNITS:392

ADJUSTMENTS Cal Code of Reg §10327(c)(5)(A-F)					Yes/No	
(A)	Adjustment for Projects paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages (20%).				Yes	\$74,036,625
	For Projects certifies that (1) they are subject to a Project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeable occupation in the building and construction trades (5%).				No	\$0
(B)	For New construction Projects required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels (10%).				Yes	\$37,018,312
(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.				No	
(H)	Projects where at least 95% of the Project's upper floor units are serviced by an elevator (10%).				Yes	\$37,018,312
(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%).				No	\$0
(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%).				Yes	\$37,018,312
(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 #:	6075023103	Opportunity Map Resource Level:	High Segregation & Poverty

End of Document

Cash Flow Analysis

Is Income from Restricted Units based on Restricted or Proposed Rents?			Proposed Rents														
INCOME FROM RENTAL UNITS	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
Restricted Unit Rents	2.5%	3,465,792	3,552,437	3,641,248	3,732,279	3,825,586	3,921,226	4,019,256	4,119,738	4,222,731	4,328,299	4,436,507	4,547,419	4,661,105	4,777,633	4,897,071	
Unrestricted Units	2.5%	10,964,400	11,238,510	11,519,473	11,807,460	12,102,646	12,405,212	12,715,343	13,033,226	13,359,057	13,693,033	14,035,359	14,386,243	14,745,899	15,114,547	15,492,400	
Tenant Assistance Payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operating Subsidies	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other: (Specify)	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
GROSS POTENTIAL INCOME - HOUSING		14,430,192	14,790,947	15,160,720	15,539,738	15,928,232	16,326,438	16,734,599	17,152,964	17,581,788	18,021,332	18,471,866	18,933,662	19,407,004	19,892,179	20,389,400	
OTHER INCOME		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
Laundry & Vending	2.5%	122,304	125,362	128,496	131,708	135,001	138,376	141,835	145,381	149,016	152,741	156,559	160,473	164,485	168,597	172,811	
Other Income	2.5%	741,600	760,140	779,144	798,622	818,588	839,052	860,029	881,529	903,568	926,157	949,311	973,043	997,370	1,022,304	1,047,860	
Commercial Income	2.5%	2,169,600	2,223,840	2,279,436	2,336,422	2,394,832	2,454,703	2,516,071	2,578,973	2,643,447	2,709,533	2,777,271	2,846,703	2,917,871	2,990,818	3,065,580	
GROSS POTENTIAL INCOME - OTHER		3,033,504	3,109,342	3,187,075	3,266,752	3,348,421	3,432,131	3,517,935	3,605,883	3,696,030	3,788,431	3,883,142	3,980,220	4,079,726	4,181,719	4,286,261	
GROSS POTENTIAL INCOME - TOTAL		17,463,696	17,900,288	18,347,796	18,806,491	19,276,653	19,758,569	20,252,533	20,758,847	21,277,818	21,809,763	22,355,007	22,913,883	23,486,730	24,073,898	24,675,700	
VACANCY ASSUMPTIONS		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
Restricted Units	5.0%	173,290	177,622	182,062	186,614	191,279	196,061	200,963	205,987	211,137	216,415	221,825	227,371	233,055	238,882	244,850	
Unrestricted Units	5.0%	548,220	561,926	575,974	590,373	605,132	620,261	635,767	651,661	667,953	684,652	701,768	719,312	737,295	755,727	774,620	
Tenant Assistance Payments	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other: (Specify)	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laundry/Vending/Other Income	5.0%	43,195	44,275	45,382	46,517	47,679	48,871	50,093	51,346	52,629	53,945	55,294	56,676	58,093	59,545	61,034	
Commercial Income	50.0%	1,084,800	1,111,920	1,139,718	1,168,211	1,197,416	1,227,352	1,258,035	1,289,486	1,321,723	1,354,767	1,388,636	1,423,352	1,458,935	1,495,409	1,532,790	
TOTAL VACANCY LOSS		1,849,505	1,895,742	1,943,136	1,991,714	2,041,507	2,092,545	2,144,859	2,198,480	2,253,442	2,309,778	2,367,523	2,426,711	2,487,378	2,549,563	2,613,300	
EFFECTIVE GROSS INCOME		15,614,191	16,004,546	16,404,660	16,814,776	17,235,146	17,666,024	18,107,675	18,560,367	19,024,376	19,499,985	19,987,485	20,487,172	20,999,351	21,524,335	22,062,400	
OPERATING EXP & RESERVES		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	3.5%	1,583,639	1,639,066	1,696,434	1,755,809	1,817,262	1,880,866	1,946,697	2,014,831	2,085,350	2,158,337	2,233,879	2,312,065	2,392,987	2,476,742	2,563,420	
Real Estate Taxes	2.0%	2,617,425	2,669,773	2,723,169	2,777,632	2,833,185	2,889,848	2,947,645	3,006,598	3,066,730	3,128,065	3,190,626	3,254,438	3,319,527	3,385,918	3,453,600	
Supportive Services Costs	2.5%	100,000	102,500	105,063	107,689	110,381	113,141	115,969	118,869	121,840	124,886	128,008	131,209	134,489	137,851	141,290	
Replacement Reserve	0.0%	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	35,100	
Other Reserves	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Ground Lease	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Commercial Expenses	3.5%	575,185	595,317	616,153	637,718	660,038	683,140	707,050	731,796	757,409	783,919	811,356	839,753	869,145	899,565	931,041	
TOTAL EXPENSES & RESERVES		4,911,349	5,041,756	5,175,918	5,313,948	5,455,967	5,602,095	5,752,461	5,907,194	6,066,430	6,230,307	6,398,969	6,572,565	6,751,248	6,935,175	7,124,500	
NET OPERATING INCOME		10,702,842	10,962,790	11,228,742	11,500,828	11,779,179	12,063,929	12,355,214	12,653,172	12,957,946	13,269,678	13,588,515	13,914,607	14,248,103	14,589,160	14,937,900	
DEBT SERVICE		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	
1st Mortgage Debt Service: Market Rate Perm Loan		6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856	
Bridge Loan (repaid from Investor equity)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2nd Mortgage Debt Service: Affordable Perm Loan		1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177	
3rd Mortgage Debt Service (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other HCD .42% (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other HCD .42% (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other HCD .42% (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Bond Issuer Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Miscellaneous Financial Expenses (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Miscellaneous Financial Expenses (Specify)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
TOTAL REQUIRED DEBT SERVICE		7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033	

CASH FLOW after all debt service	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
	3,410,809	3,670,757	3,936,709	4,208,795	4,487,146	4,771,896	5,063,181	5,361,139	5,665,913	5,977,645	6,296,482	6,622,573	6,956,070	7,297,126	7,645,900
DEBT SERVICE COVERAGE RATIO	1.47	1.50	1.54	1.58	1.62	1.65	1.69	1.74	1.78	1.82	1.86	1.91	1.95	2.00	2.05

CASHFLOW AFTER DEBT SERVICE		Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15
Asset Mgmt./Similar Fees		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Deferred Developer Fee prior to Distributions & Residual Receipt Payments		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cash Available for Residual Receipts Loans and Sponsor Distributions		3,410,809	3,670,757	3,936,709	4,208,795	4,487,146	4,771,896	5,063,181	5,361,139	5,665,913	5,977,645	6,296,482	6,622,573	6,956,070	7,297,126	7,645,900
Sponsor Distributions	50%	1,705,405	1,835,378	1,968,354	2,104,397	2,243,573	2,385,948	2,531,590	2,680,570	2,832,956	2,988,823	3,148,241	3,311,287	3,478,035	3,648,563	3,822,950
HCD Residual Payment	50%	1,705,405	1,835,378	1,968,354	2,104,397	2,243,573	2,385,948	2,531,590	2,680,570	2,832,956	2,988,823	3,148,241	3,311,287	3,478,035	3,648,563	3,822,950
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Max Asset Mgmt/Similar Fees	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Cumulative Paid Deferred Dev. Fee		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Total Deferred Developer Fee Budgeted for Payment Prior to Distributions and Residual Receipt Payments	
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5	Year 16	Year 17	Year 18	Year 19	Year 20
73	5,019,500	5,144,988	5,273,612	5,405,453	5,540,589
10	15,879,720	16,276,713	16,683,631	17,100,722	17,528,240
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
84	20,899,221	21,421,701	21,957,244	22,506,175	23,068,829

5	Year 16	Year 17	Year 18	Year 19	Year 20
2	177,133	181,561	186,100	190,752	195,521
31	1,074,058	1,100,909	1,128,432	1,156,643	1,185,559
38	3,142,228	3,220,783	3,301,303	3,383,836	3,468,431
32	4,393,418	4,503,254	4,615,835	4,731,231	4,849,512
45	25,292,639	25,924,955	26,573,079	27,237,406	27,918,341

5	Year 16	Year 17	Year 18	Year 19	Year 20
4	250,975	257,249	263,681	270,273	277,029
1	793,986	813,836	834,182	855,036	876,412
	0	0	0	0	0
	0	0	0	0	0
1	62,560	64,124	65,727	67,370	69,054
34	1,571,114	1,610,392	1,650,651	1,691,918	1,734,216
32	2,678,634	2,745,600	2,814,240	2,884,596	2,956,711
43	22,614,004	23,179,355	23,758,838	24,352,809	24,961,630

5	Year 16	Year 17	Year 18	Year 19	Year 20
28	2,653,148	2,746,008	2,842,118	2,941,592	3,044,548
36	3,522,709	3,593,163	3,665,026	3,738,327	3,813,093
7	144,830	148,451	152,162	155,966	159,865
3)	35,100	35,100	35,100	35,100	35,100
	0	0	0	0	0
	0	0	0	0	0
9	963,636	997,363	1,032,271	1,068,401	1,105,795
11	7,319,423	7,520,085	7,726,678	7,939,386	8,158,401
33	15,294,582	15,659,270	16,032,161	16,413,424	16,803,228

5	Year 16	Year 17	Year 18	Year 19	Year 20
56	6,121,856	6,121,856	6,121,856	6,121,856	6,121,856
	0	0	0	0	0
77	1,170,177	1,170,177	1,170,177	1,170,177	1,170,177
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
33	7,292,033	7,292,033	7,292,033	7,292,033	7,292,033

5	Year 16	Year 17	Year 18	Year 19	Year 20
00	8,002,549	8,367,236	8,740,128	9,121,391	9,511,195

	2.10	2.15	2.20	2.25	2.30
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5	Year 16	Year 17	Year 18	Year 19	Year 20
	0	0	0	0	0
	0	0	0	0	0
00	8,002,549	8,367,236	8,740,128	9,121,391	9,511,195
50	4,001,274	4,183,618	4,370,064	4,560,695	4,755,598
50	4,001,274	4,183,618	4,370,064	4,560,695	4,755,598
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0
	0	0	0	0	0

IIGC §200 General Threshold Eligibility

To be eligible for an Award, Capital Improvement Projects must meet the following threshold r

- (a) The proposal is submitted by an eligible Applicant pursuant to §201;

§201. Eligible Applicant

- (a) Eligible Applicant means a city, county, city and county, or public housing authority th
planning organization may participate as a co-Applicant.
- (b) For the purpose of this Section 201, “public housing authority” shall be interpreted to
- (c) Only Applicants invited to submit a Phase II application are eligible to apply.
Applicant(s) acknowledge the above requirements for Applicant eligibility?

Applicant Comments:

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- (b) The Phase II Application includes a Catalytic Qualifying Infill Area that meets the requiren

§202. Eligible Catalytic Qualifying Infill Area

A Catalytic Qualifying Infill Area is an area or areas which constitute a large catalytic

- (a) affordable or mixed-income housing and may include a contiguous area or multiple r
following requirements:

- For Large Jurisdictions as identified in Appendix A, a contiguous area or combir
- (1) developed, or where at least 75 percent of the perimeter of the area or each par
previously developed with Urban Uses.

Applicant certifies that the proposed project in the Large Jurisdiction is a contigu
been previously developed, or where at least 75 percent of the perimeter of the
or have been previously developed with Urban Uses?

Proposed project in the Large
Jurisdiction is

a combination of identified noncontigu
--

- (b) All Phase II Applications (in reference to both 75 percent and 50 percent perimeters
establish the perimeters) and a complete description of the Catalytic Qualifying Infill .
- (1) Perimeters bordering navigable bodies of water and improved Parks shall not be

Applicant(s) certifies not to include perimeters bordering navigable bodies of water.

File Name:	19. Site Plan(s)	Provide dimensioned maps (with all measurements and a complete description of the Catalytic Qualifying land uses certified by a California State-licensed surveyor, or landscape architect. The project is a site that has been previously developed, or Small Jurisdictions) percent of the perimeter with Urban Uses.
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- (2) No parcel within or adjoining the area is classified as agricultural or natural and Farmland Mapping and Monitoring Program (FMMP) Tool.

Applicant(s) certifies that the projects will not result in the loss or conversion of land according to the Dept. of Conservation's Farmland Mapping and Monitoring Program.

File Name:	20. HD No Ag	Demonstrate the project(s) site(s) are not within the FMMP tool.
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- (c) In addition, a Catalytic Qualifying Infill Area shall meet all the following conditions:

- The Catalytic Qualifying Infill Area shall be located in a city, county, or city and county with an adopted housing element that has been found by the Department, pursuant to the requirements of Article 10.6 (commencing with Section 65580) of Chapter 3 of the Government Code of jurisdictions that are undergoing Department review of their housing element at the time of technical assistance to bring their housing element into compliance at the time of approval by the Department. All Awards premised on presumptive Substantive Agreements requiring that prior to funds disbursement, the subject jurisdiction must be in compliance with the Department.

Is the CQIA located in a city, county, or city and county in which the general plan has been found by the Department, pursuant to Section 65585 of the GC, and Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code?

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

Please provide date of HCD compliance determination

2/1/2023

File Name:	21. HE Determination letter	Provide HCD's determination letter.
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- (2) Be located in an area currently designated or planned for mixed-use or residential development pursuant to one of the following:
- (A) A general plan adopted pursuant to Section 65300 of the Government Code.
 - (B) A sustainable communities strategy adopted pursuant to Section 65080 of the Government Code.
 - (C) A specific plan adopted pursuant to Section 65450 of the Government Code.
 - (D) A Workforce Housing Opportunity Zone established pursuant to Section 65580 of the Government Code.
 - (E) A Housing Sustainability District established pursuant to Section 66201 of the Government Code.

File Name:	22. Mixed-use or residential dev	Submit relevant pages to demonstrate the Catalytic Qualifying land use or residential development pursuant to one of the following:
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- (3) Applicants shall provide a demonstration of the Catalytic Qualifying Infill Area for an alternative planning strategy pursuant to Section 65080 of the GC.

File Name:	23. Sustainable communities strategy	Submit relevant pages to demonstrate the consistency with an adopted sustainable community strategy pursuant to Section 65080 of the GC.
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Applicant Comments:

(c) The Phase II Application proposes an eligible Capital Improvement Project pursuant to §203;

(d) All proposed uses of Program funds are eligible pursuant to §203;

§203. Eligible Capital Improvement Project(s)

- (a) Applicant(s) acknowledges that Capital Improvement Project(s) adheres to the definition of Capital Improvement Project(s) in the GC.
- (b) Applicant(s) certifies that Capital Improvement Project sites are free from severe adverse environmental conditions that are economically infeasible to remove or cannot be mitigated.

If environmental mitigation is required, are costs sufficient, pursuant to the environmental report.

File Name:	24. CIP Env. Report 1	Phase I (prepared or updated no later than the due date).
File Name:	25. CIP Env. Report 2	Phase II (prepared or updated no later than the due date).
File Name:	26. Other Env. Report	Other Environmental Report.

Applicant Notes:

Attached is the Phase II for the entire India Basin project (CIP #1) and the draft Phase I for the remaining Phase I and Phase II reports. Given the timeframe between completing these reports. In lieu, the team is also attaching Phase I and Phase II reports of adjacent project areas. the target CIP and HD project areas are free from severe adverse environmental conditions.

- (c) Applicant(s) certifies that the Capital Improvement Projects must comply with site control requirements as follows:
- (1) The Applicant(s) shall demonstrate site control for the purposes of completing the Phase II Application and throughout the term of the Award.
- (2) The following shall apply to offsite work proposed for Capital Improvement Projects:

- The Recipient/Developer shall have a right of way or easement, which is either:
- (A) which allows the Recipient and/or Developer to access, improve, occupy, use, or maintain the easement; and

- (B) The Recipient/Developer shall have an executed encroachment permit for c on public land.

Site Control UMR §8303 and §8316

At time of application, does the Applicant(s), have and will retain CIP site control through the t

Type of site control:		Date	Expire
CIP #1	Fee Title	12/30/2013	N/A
CIP #2	Disposition and Development Agreement	3/3/2017	3/31/20
CIP #3	Disposition and Development Agreement	3/3/2017	3/31/20

Current owner		Current owner street
CIP #1	India Basin Investment, LLC	315 Linden Street
CIP #2	San Francisco Housing Authority	1815 Egbert Avenue
CIP #3	San Francisco Housing Authority	1815 Egbert Avenue

Below, provide details for unusual site control special circumstances, and for applications with parceling, phased projects, or other complex land transactions, including unique value calcula

Planned and completed property transfer(s).

Lessor		
CIP #1	N/A	
CIP #2	San Francisco Housing Authority	
CIP #3	San Francisco Housing Authority	

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

The Project Sponsor/Developer of CIP #1 comprising HD #1 owns the site out-right. CIP #2 (Sunnydale Block 7) and HD #3 (Sunnydale Block 9) under a to-be-executed infrastructure g CIP #2 developer currently has site control through an executed Master Development Agree 3) will be developed by an affiliate of HD #4 (Block R) and HD #5 (Block Q) under a to-be-ex through city acceptance. The CIP #3 developer currently has site control through an execute

File Name:	27. CIP1 Site Control, CIP2 Site Control, etc.	Documentation of CIPs site control
File Name:	28. CIP1 Preliminary Title Report, CIP2 Preliminary Title Report, etc.	Provide a preliminary title report dat projects developed in Indian Countr and current title status is acceptable
File Name:	29. CIP1 Appraisal, CIP2 Appraisal, etc.	If land cost or value is included in th prepared by an independent third-p; Appraisal Institute-qualified appraise

- (3) Applicant(s) acknowledge that for Capital Improvement Projects developed in In
 - (A) Where site control is a ground lease, the lease agreement between the Trib less than 50 years; and
 - (B) An attorney's opinion regarding chain of title and current title status is acce
- (d) Applicant(s) certifies that at the time of the Phase II Application due date, constructi
- (e) Applicant(s) acknowledges all the following applies to the Eligible Use of Funds:
 - (1) Funds shall be used only for approved eligible costs that are incurred on the Ca
 - (2) Capital Improvement Project costs must be reasonable and necessary compare the Capital Improvement Projects.

- (3) The eligible Applicant must demonstrate that no other source of compatible funds Projects development budget.
- (4) Funds shall only be used for physical improvements of a Capital Asset.
- (5) Funds shall only be used for eligible costs, including the construction, Rehabilitation improvements of the following:
 - (A) The creation, development, or rehabilitation of Parks or Open Space.
 - (B) Water, sewer, internet, or and other utility service improvements, including
 - (C) Streets, roads, or bridges.
 - (D) Transit linkages or facilities, including, but not limited to, related access pla
 - (E) Facilities that support pedestrian or bicycle transit, including bike lanes, cro
 - (F) Traffic mitigation, including roundabouts, turn lanes, or raised islands.
 - (G) Sidewalk or streetscape improvements, including, but not limited to, the rec lighting, signage, or other related amenities.
 - (H) Adaptive Reuse (as defined in Section 102).
 - (I) Site preparation or demolition related to the Capital Improvement Project or
 - (J) Structured Parking, including:

Applicant(s) certifies and acknowledges that Structured Parking spaces the replacement required by a transit agency), or public Structured Parking req one-half mile of a Major Transit Stop or Transit Station, not to exceed \$50,000

Residential Structured Parking and mechanical parking lifts. Applicant(s) ce spaces in Structured Parking, as required by local land-use entitlement app exceed \$50,000 per permitted space.

- (K) Required environmental remediation (as directed by the regulatory agency regulatory oversight necessary for the development of the Capital Improver remediation and associated costs for regulatory oversight of environmental

Oversight of environmental investigations and cleanups by a regulatory age is directed to that funding activity. Regulatory oversight ensures environme regulations and provides a higher level of certainty that a property is safe fo required if environmental remediation costs are being requested under this Department of Toxic Substances Control (DTSC) Site Mitigation and Resto (Regional Boards), and several Local Agencies. A list of self-certified Local <http://dtsc.ca.gov/local-agency-resources/>

- (L) Site acquisition or control for the Capital Improvement Project including, bu reasonable and demonstrated by documentation that may include appraisa Department.

- (M) Soft costs such as those incidentally but directly related to construction or c engineering, construction management, architectural, and other design wor appraisals, legal expenses, and necessary easements. Soft costs shall not Capital Improvement Project.

- (N) Other Capital Asset costs approved by the Department for the Capital Impr

- (O) Impact fees required by local ordinance are eligible for Program funding on fees may not exceed 5 percent of the Program Award.
- (P) Factory-Built Housing (as defined in §102).
- (6) Applicant(s) acknowledges that the following costs are not eligible for Program f
 - (A) Development fees or profit.
 - (B) Costs of site acquisition for housing and mixed-use structural improvement
 - (C) Costs of new housing or mixed-use structure construction and Rehabilitation in 203.
 - (D) Soft costs related to ineligible costs.
 - (E) In-lieu fees for local inclusionary programs.
- (f) Applicant(s) certifies that the Capital Improvement Project complies with accessibility

Applicant Comments:

(e) The Phase II Application proposes at least one eligible Housing Development(s) pursuant to §204. **Eligible Housing Development**

The Phase II Application must propose Housing Development Units sufficient to meet the all the following:

Large Jurisdiction = Rural Area = Small Jurisdiction =

- (a) Include a total of not less than 15 percent of Affordable Units, as follows:
 - (1) For projects that contain both rental and ownership units, units of either or both and maximum grant calculation.
 - (2) To the extent included in a Phase II Application, for the purpose of calculating the master development in which the development seeking grant funding is included. Where applicable, an Applicant may include a replacement housing plan to ensure that the units are not removed from the Low and Moderate income housing market. R
 - (3) Income are not removed from the Low and Moderate income housing market. R affordability threshold required for eligibility for funding under this section.

Do any of the Capital Improvements Projects in the CQIA include a replacement housing plan? Does the housing plan(s) include dwelling units housing persons and families of Low or Moderate income?

File Name:	30. Housing Plan	Include a replacement housing plan and families of Low or Moderate Income in the Moderate income housing market.
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Number of units to be replace for persons and families of Low or Moderate Income
 Affordable Rental Units Affordable Ownership Units

(b) Include Net Densities on the parcels to be developed that are equal to or greater than the county, nonmetropolitan county, suburban jurisdiction, etc.) are set forth in the Department's [Default Density Standard Option – 2020 Census Update memorandum](#)

- (1) For an incorporated city within a nonmetropolitan county and for a nonmetropolitan county: sites allowing at least 20 units per acre.
- (2) For an unincorporated area in a nonmetropolitan county not included in clause (1): sites allowing at least 20 units per acre.
- (3) For a suburban jurisdiction: sites allowing at least 20 units per acre.
- (4) For a jurisdiction in a metropolitan county: sites allowing at least 30 units per acre.
- (5) A Capital Improvement Project located in a Rural Area shall include average Net Density of 10 units per acre.

Notwithstanding paragraph (b) above a city with a population greater than 100,000 and a county with a population greater than 2,000,000 may petition the Department for, and the Department may grant, an exception to the density requirements described herein. The city or county shall provide a written statement of reasons why the city believes the exception is warranted. The city shall provide a written statement of any limitations that the city may encounter in meeting the density requirements. This exception shall be inoperative on January 1, 2026.

Will the Applicant(s) petition an exception to the density requirements set forth in the Department's [Default Density Standard Option – 2020 Census Update memorandum](#)?

Developed at average residential Net Densities on the parcels to be developed that are equal to or greater than the county, nonmetropolitan county, suburban jurisdiction, etc.) are set forth in the Department's Default Density Standard Option – 2020 Census Update memorandum			
Select from dropdown list		(4) For a jurisdiction in a metropolitan county: sites allowing at least 30 units per acre.	
Net Density: housing Units per acre		101.6	
Total site area in square feet		1,410,525	If Project contains commercial units, provide the following: Cells X193-X194 Square ft. of largest residential unit # of bedrooms in largest residential unit Commercial square feet
Less qualified site deductions in square feet			
Public streets	363,365		
Public sidewalks	248,153		
Public Open Space	343,242		
Public drainage facilities	17,033		
Net site area in acres (43,560 square feet per acre)		10.07	Net Density Adjustment Factor
File Name:	32. Net Density Verification		Provide a minimum density ordinance, a stamped map, and letter certified by the applicant as an engineer, surveyor or architect.

(c) Applicant(s) certifies that all Housing Development sites are free from severe adverse impacts that are economically infeasible to remove or cannot be mitigated;

Oversight of environmental investigations and cleanups by a regulatory agency is redirected to that funding activity. Regulatory oversight ensures environmental investigation provides a higher level of certainty that a property is safe for the use or proposed remediation costs are being requested under this grant. Environmental regulators in (DTSC) Site Mitigation and Restoration Program, the California Regional Water Quality of self-certified Local Agencies is available on website at

<http://dtsc.ca.gov/local-agency-resources/>

If environmental mitigation is required, are costs sufficient, pursuant to the environmental

File Name:	33. HD Env. Report 1	Phase I (prepared or updated no earlier than due date).
File Name:	34. HD Env. Report 2	Phase II (prepared or updated no earlier than due date).
File Name:	35. Other HD Env. Report	Other Environmental Report.
Applicant Notes:		
Each HD is wholly in a CIP project area. Please see the CIP Environment Report and Application		

(d) Where Housing Development sites are proposed, those sites must comply with site control

Applicant(s) shall ensure the Housing Development has site control prior to the start of Development, evidence specifying the proposed site control details (i.e., a memorandum of understanding representative specifying the proposed site use and site control entity) should be provided if site control already exists, documentation should be provided at the time of Phase I

(2) For Housing Developments developed in Indian Country, the following exceptions apply:

(A) Where site control is a ground lease, the lease agreement between the Tribes and the Applicant

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

Where site control is in the name of another entity, the Applicant shall provide documentation to the Department (e.g., a purchase and sale agreement, an option, a leasehold interest, a deed, or a negotiated with a public agency for the acquisition of the site), which clearly demonstrates the project property (e.g., the entity's organizational documents, a purchase agreement, a lease, or a deed)

Applicant(s) acknowledges that where site control will be satisfied by a long-term lease, the Applicant shall provide the Department's form lease rider, which shall be entered into by and among applicable parties. In all cases, the lease rider shall be recorded against the fee

Does the Applicant(s) certify that they will ensure that Housing Development sites will have sit

Type of site control:		Date	Expire
HD #1	Fee Title	12/30/2013	N/A
HD #2	Disposition and Development Agreement	3/3/2017	3/31/20
HD #3	Disposition and Development Agreement	3/3/2017	3/31/20
HD #4	Disposition and Development Agreement	3/3/2017	3/31/20
HD #5	Disposition and Development Agreement	3/3/2017	3/31/20

Current owner		Current owner street
HD #1	India Basin Investment, LLC	315 Linden Street
HD #2	San Francisco Housing Authority	1815 Egbert Avenue
HD #3	San Francisco Housing Authority	1815 Egbert Avenue
HD #4	San Francisco Housing Authority	1815 Egbert Avenue
HD #5	San Francisco Housing Authority	1815 Egbert Avenue

Below, provide details for unusual site control special circumstances, and for applications with parceling, phased projects, or other complex land transactions, including unique value calcula

All three CIP areas total approximately 32.4 acres. Of that, 22.31 acres are public streets, si
developed. The five HD projects comprise 5.7 acres. CIP#3 (Potrero HOPE SF) includes a
but that is excluded from this application.

Planned and completed property transfer(s).

Lessor		
HD #1	N/A	
HD #2	San Francisco Housing Authority	
HD #3	San Francisco Housing Authority	
HD #4	San Francisco Housing Authority	

HD #5	San Francisco Housing Authority	

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

At construction commencement of each HD project, Lessor will ground lease the HD parcel

File Name:	36. HD CIP1 Site Control, HD CIP2 Site Control, etc.	Documentation of HDs site control i For a proposed Housing Developme control details (i.e., a memorandum authorized representative specifying should be provided to the Departme site control already exists, document II Application.
File Name:	37. HD CIP1 Preliminary Title Report, HD CIP2 Preliminary Title Report, etc.	Provide a preliminary title report dat projects developed in Indian Countr and current title status is acceptable
File Name:	38. HD CIP1 Appraisal, HD CIP2 Appraisal, etc.	If land cost or value is included in th prepared by an independent third-pa Appraisal Institute-qualified appraise

- (e) Each planned Housing Development has a realistic plan to assure financial feasibility
Applicant(s) hereby acknowledges and certifies to meet those important and perform

File Name:	39. HD1 Feasibility Plan, HD2 Feasibility Plan, etc.	Provide a realistic plan for each Hou feasibility in time to meet required p please add all (if any) funding comm
------------	---	---

Applicant certifies that the Rental Housing Developments will maintain Fiscal Integrity
require underwriting consistent with **UMR Section 8310**, both Rental Housing Develo

- (f) as evidenced by documentation consistent with standard industry practice for evalua
proformas, and other forms of documentation satisfactory to the Department. Nothing
8310 where incorporated or referenced elsewhere in this Solicitation.

- (g) Applicant(s) certifies to demonstrate that the Applicant/Developer(s) have a viable pl
for the timely development of the Housing Development(s).

Note: Please add to subsection (e) upload above and include/add to the plan for section Development(s).

(h) Applicant(s) certifies to demonstrate that the Developer of the Housing Development construction as set forth in §600.

(i) Applicant(s) certifies to demonstrate that the Developer of the Housing Development allow commencement of construction as set forth in §600.

For Housing Developments located in the unincorporated area of the county, the a submission of all necessary entitlements and permits and a certification that th

(1) intent from a willing affordable housing Developer that has previously completed willing to submit an application to the county for approval by the county of a Hou pursuant to this subdivision is awarded.

File Name:	40. Necessary entitlements	Provide a plan, letter of intent (for u necessary entitlements from the loc construction as set forth in §600.
------------	----------------------------	--

(j) Applicant(s) certifies that the Housing Development(s) meet or will meet accessibility the Capital Improvement Project must also provide a preference for Accessible Hous of those units in accordance with CCR, Title 4, Section 10337(b)(2).

(k) Applicant(s) certifies that the Housing Developments must be physically capable of a per second for downloading and 3 megabits per second for uploading (25/3). Interne

(l) Applicant(s) certifies that the Housing Developments comply with the restrictions on UMR §8302 Any of the proposed New Construction housing development project(s) Number of bedrooms in demolished structures? Number of bedroom

(m) Eligible Tribal Entity Applicants applying for a Capital Improvement Project grant, wh the State of California in Indian Country or on Tribal Trust or Restricted Land, must a Is Project being proposed by a Tribal Entity?

(n) Applicant(s) certifies that construction shall not have commenced on any Units design Application submittal set in §402.

Applicant Comments: _____

- (f) Applicant(s) certifies that the Phase II Application is complete pursuant to Article 4 and ac
- (g) The Phase II Application must achieve a minimum point score for Scoring Criteria as set 1
Does the application achieve a minimum point score of 70 points?
However, depending on the type and quality of Phase II Applications received, the Depart
- (h) Applicant(a) certifies that the Phase II Application demonstrates that funds requested unc
other available funding?

In addition to the Threshold Requirements above, Applicant/Recipient acknowledge, u
IIGC Solicitation/NOFA.

§205. Conditional Commitments
Article 4. Application Process and Timeline
Article 5. Other State and Federal Requirements
Article 6. Performance Requirements
Article 7. Operations

Yes
Yes
Yes
Yes
Yes

Applicant Comments:

Eligibility

requirements:

that has jurisdiction over a Catalytic Qualifying Infill Area. A metropolitan
include a Tribally Designated Housing Entity.

Yes

nents of §202;

investment in land that will accommodate a mix of uses, including
noncontiguous parcels located within an Urbanized Area that meets the

ation of identified noncontiguous parcels which have been previously
cel, if noncontiguous , adjoins parcels that are developed or have been

ious area or combination of identified noncontiguous parcels which have
area or each parcel, if noncontiguous , adjoins parcels that are developed

Yes

ious parcels have been previously developed.

) shall include dimensioned maps (with all measurements necessary to
Area boundaries and adjacent land uses.

è included in the perimeter calculation.

ter and improved Parks in the perimeter calculation?		Yes
ments necessary to establish the perimeters) ualifying Infill Area boundaries and adjacent sed professional such as an engineer, must be located within an Urbanized Area on on a vacant site where at least 75 (50 for of the site adjoins parcels that are developed	Uploaded to HCD Portal?	Yes

working lands according to the California Department of Conservation's

agricultural or other working lands, or natural resource lands for other uses gram (FMMP) website?		Yes
hin land designated as agricultural land per	Uploaded to HCD?	Yes

county in which the general plan of the city, county, or city and county has
to Section 65585 of the GC, at time of Application to be in compliance with
of Division 1 of Title 7 of the GC. For the purpose of this section alone,
the time of Award, and jurisdictions that are receiving Department
of Award, shall both be deemed to be in a presumptive state of substantial
l compliance shall include conditions in their respective Standard
must have received a final housing element certification letter from the

n of the city, county, or city and county has an adopted housing element
it time of Application to be in compliance with the requirements of Article
e GC?

[D's website.](#)

Yes

	Uploaded to HCD?	Yes
--	------------------	-----

ial development pursuant to one of the following:

the GC.

e.

620 of the GC.

he GC.

QIA currently designated or planned for mixed- ne of the above.	Uploaded to HCD?	Yes
--	------------------	-----

cation’s consistency with an adopted sustainable communities strategy or

atalytic Qualifying Infill Area location’s munities strategy or alternative planning ?.	Uploaded to HCD?	Yes
---	------------------	-----

--

203;

tion provided in §102.		Yes
verse environmental conditions, such as the presence of toxic waste, that		Yes
orts and included in the Project's Development Budget?		N/A
earlier than 12 months prior to the application	Uploaded to HCD Portal?	Yes
earlier than 12 months prior to the application	Uploaded to HCD Portal?	Yes
	Uploaded to HCD Portal?	N/A
Potrero Phase 3 (CIP #3). If awarded, Applicant and Project Sponsors commit to en NOFA and application deadline, the Project Sponsor's consultants were unable to adjacent developments completed by the Project Sponsors as a strong indication that		
ntrol requirements as set forth at UMR §8303 and §8316 with, and the		Yes

re proposed Capital Improvement Project at the time of the Phase II

ects and shall be evidenced prior to the disbursement of Program funds:

ther perpetual, or of sufficient duration to meet Program requirements, and
se, maintain, repair, and alter the property underlying the right of way or

construction of improvements or facilities within the public right of way or

Term of the award?				Yes
Is	Extensions Available	Purchase Price	CIP Land Area	
	n/a	\$15,500,000	15.11	acres
42	Yes	\$0	8.41	acres
42	Yes	\$0	8.86	acres
				acres
				acres
				acres
				acres
				acres
				acres
				acres
				acres
		Total CIPs	32.38	acres

Address	City	State	Zip code
	San Francisco	CA	94102
	San Francisco	CA	94124
	San Francisco	CA	94124
multiple or non-contiguous parcels, scattered sites, lot line adjustments, air rights conditions and explanations as applicable:			
Ground Lease planned?			Yes

Term	Annual Payment
N/A	N/A
5 years	\$1
5 years	\$1

(Sunnydale Infrastructure Phase 3) will be developed by an affiliate of HD #2 ground lease for the duration of the construction period through city acceptance. The ment and Development Agreement. Similarly, CIP #3 (Potrero Infrastructure Phase executed infrastructure ground lease for the duration of the construction period ed Master Development Agreement and Development Agreement.

in accordance with UMR §8303.	Uploaded to HCD Portal?	Yes
ed within 30 days of application due date. For y, an attorney's opinion regarding chain of title e in lieu of a title report.	Uploaded to HCD Portal?	Yes
ie development budget, an appraisal report arty appraisal prepared by a Member er.	Uploaded to HCD Portal?	Yes

idian Country, the following exceptions apply:

N/A

oal Entity and the Capital Improvement Project owner is for a period not

ptable in lieu of a title report.

on of the Capital Improvement Project(s) has not commenced.

Yes

Yes

pital Improvement Projects as set forth in this section.

ed to similar infrastructure projects of modest design in the general area of

ding is reasonably available as evidenced in the Capital Improvement

ation, demolition, relocation, preservation, acquisition, or other physical

relocation of such improvements.

zas or pathways, and bus or transit shelters.
sswalk improvements, and pedestrian scaled lighting.

onstruction or resurfacing of sidewalks and streets or the installation of

r planned Housing Development.

it are required replacement of Transit Station parking spaces (including
quired as a condition of approval for the Housing Development(s) within
000 per space.

ertifies and acknowledges that the minimum residential per unit parking
roval, not to exceed one parking space per residential unit, and not to

Yes
Yes

directing the environmental remediation) and associated costs for
nent Projects or Catalytic Qualifying Infill Area, where the total cost of the
investigations does not exceed 50 percent of the Program grant amount.

ency is required for any Program funding regardless whether funding use
ntal investigations and cleanups comply with federal, state, and local
or the use or proposed reuse for human and/or ecological receptors and is
grant. Environmental regulators in California include the California
ration Program, the California Regional Water Quality Control Boards
Agencies is available on website at

t not limited to, easements and rights of way. Such costs must be deemed
ls, purchase contracts, or any other documentation as determined by the

other pre-development components including, but not limited to, planning,
k, required mitigation expenses such as mitigation design or testing,
exceed 20 percent of costs associated with the funding request for the

ovement Projects.

ly if used for the identified Capital Improvement Projects. Funded impact

funding:

Yes

s.

on not including Adaptive Reuse and Factory-Built Housing costs described

r and fair housing requirements in §500?

Yes

t to §204;

minimum IIGC grant request amount set forth in §103, and demonstrate

SE

Project meets minimum grant request amount?

TRUE

product types may be included in the calculation of the affordability criteria

re percentage of Affordable Units, the Department may consider the entire
d.

ure that dwelling units housing persons and families of Low or Moderate
residential units to be replaced shall not be counted toward meeting the

t housing plan?		Yes
f Low or Moderate Income?		Yes
to ensure that dwelling units housing persons ome are not removed from the Low and	Uploaded to HCD Portal?	Yes

me

309
789

Total Units

Project(s) meet affordability criteria?

TRUE

n the densities described below (Note: Regional definitions (metropolitan
rtment's March 21, 2022,

tan county that has a micropolitan area: sites allowing at least 15 units per

1): sites allowing at least 10 units per acre.

re.

t Densities on the parcels to be developed of at least 10 units per acre

100 in a standard metropolitan statistical area or a population of less than
exception to the density requirements set forth in this subsection, if the city
shall submit the petition with its Phase II Application and shall include the
information supporting the need for the exception, including, but not
requirements specified in paragraph (b) above. Any exception shall become

n this subsection?

No

to or greater than the densities described below.

ving at least 30 units per acre.

30

Is Net Density equal to or greater than required?

Yes

ercial space, answer
94 below.

rtial unit

1,600

est unit

4

0 bedroom Net Density calculation

31.5

1 bedroom Net Density calculation

147.6

2 bedroom Net Density calculation

423.6

3 bedroom Net Density calculation

305.6

4+ bedroom Net Density calculation

64.8

45,200

1.8

Commercial Net Density calculation

50.4

Factor

1.48

Adjusted Net Density as a percentage
of required density

338.73%

ce, recorded binding covenant or date
/ a California State-licensed professional such
t confirming the Net Density.

Uploaded to HDC?

Yes

e environmental conditions, such as the presence of toxic waste, that is

Yes

quired for any Program funding regardless of whether funding use is
ations and cleanups comply with federal, state, and local regulations and
use for human and/or ecological receptors and is required if environmental
California include the California Department of Toxic Substances Control
lity Control Boards (Regional Boards), and several Local Agencies. A list

ental reports and included in the Project's Development Budget?		Yes
arlier than 12 months prior to the application	Uploaded to HCD Portal?	N/A
arlier than 12 months prior to the application	Uploaded to HCD Portal?	N/A
	Uploaded to HCD Portal?	N/A
ant Notes above.		

control requirements set forth at UMR §8303 and §8316, and the following:

commencement of housing construction. For a proposed Housing
orandum of understanding or a letter signed by an authorized
e provided to the Department at the time of Phase II Application. Where
se II Application.

ns apply:

oal Entity and the project owner is for a period not less than 50 years; and,
ptable in lieu of a title report.

ocumentation, in form and substance reasonably satisfactory to the
st/option, a disposition and development agreement, an exclusive right to
onstrates that the Applicant/Developer has some form of right to acquire or
se and sale agreement, and option, an assignment).

n ground lease, the Department will require the execution and recordation
the ground lessor, the ground lessee, the Department, and any other
interest in the project property.

Yes

e control prior to the commencement of housing construction?				Yes
Units	Extensions Available	Purchase Price	CIP Land Area	
	N/A	\$15,500,000	2.03	acres
42	Yes	\$0	1.02	acres
42	Yes	\$0	1.20	acres
42	Yes	\$0	0.59	acres
42	Yes	\$0	0.82	acres
				acres
				acres
				acres
				acres
				acres
		Total HD CIPs	5.66	acres

Address	City	State	Zip code
	San Francisco	CA	94102
	San Francisco	CA	94124
	San Francisco	CA	94124
	San Francisco	CA	94124
	San Francisco	CA	94124

multiple or non-contiguous parcels, scattered sites, lot line adjustments, air rights transactions and explanations as applicable:

sidewalks, open space, or drainage facilities totalling 10.1 acres of land that can be an additional 4.4 acres that is contemplated to be market-rate housing in the future

Ground Lease planned?		Yes
Term	Annual Payment	
N/A	N/A	
75 Years + 24 Year Extension	\$15,000	
75 Years + 24 Year Extension	\$15,000	
75 Years + 24 Year Extension	\$15,000	

75 Years + 24 Year Extension	\$15,000

for noted term and annual payment.

in accordance with UMR §8303 and §8316. ent, evidence specifying the proposed site of understanding or a letter signed by an g the proposed site use and site control entity) ent at the time of Phase II Application. Where titation should be provided at the time of Phase	Uploaded to HCD Portal?	Yes
ed within 30 days of application due date. For y, an attorney's opinion regarding chain of title e in lieu of a title report.	Uploaded to HCD Portal?	Yes
ie development budget, an appraisal report arty appraisal prepared by a Member er.	Uploaded to HCD Portal?	Yes

/ in time to meet required program milestones in §600.		
ance deadlines as listed in §600 of the IIGC Solicitation/NOFA?		Yes
Using Development to assure financial rogram milestones in §600. For each HD, nitments.	Uploaded to HCD Portal?	Yes

y consistent with planned Rents in the Assisted Units. While IIGC will not pments and ownership Housing Developments will be financially feasible ting feasibility, such as documentation of sources and uses, multi-year g in this provision shall abrogate or modify the application of UMR Section	Yes
---	-----

an to secure sufficient funding, derived from sources other than this part	Yes
--	-----

uring sufficient funding for the timely development of the Housing

(s) can timely complete environmental reviews to allow commencement of

Yes

has or can secure necessary entitlements from the local jurisdiction to

Yes

e Department shall allow the Applicant to meet the requirement requesting
e Capital Improvement Project is shovel-ready by submitting a letter of
d at least one comparable housing project, certifying that the Developer is
using Developments within the area in the event that the funding requested

nincorporated area of the county), or al jurisdiction to allow commencement of	Uploaded to HCD Portal?	Yes
---	-------------------------	-----

r and fair housing requirements pursuant to §500. Housing associated with
sing Unit(s) to persons with disabilities requiring the accessibility features

Yes

accommodating broadband service with at least a speed of 25 megabits
t service and its ongoing fee are not required.

Yes

demolition as set forth in UMR §8302.
require the demolition of existing residential Units?
ms in demolished structures?

436

Yes
Yes

ere the eligible Capital Improvement Project and housing are sited within
also comply with the following:

No

nated in the Phase II Application prior to the deadline for the Phase II

Yes

acknowledges and understand the Application Process and Timeline?

Yes

forth in §402(f).;

FALSE

tment may adjust the minimum point score requirement as needed.

der this Phase II Application Solicitation shall supplement, not supplant,

Yes

nderstand, and/or agree to comply with the following sections of the 2023

Article 3. Selection Criteria

A minimum point score of **70 points** must be achieved to be considered for a funding award. (depending on the type and quality of Phase II Applications received, the Department may adjust the minimum point score requirement as needed).

Application due date: 4/10/23
Total t Score: 66.20
Total Possible Score: 100.00
Tiebreaker Score: 2.00

§301. Rating and Ranking

Eligible Phase II Applications from Small Jurisdictions and Large Jurisdictions will be rated and ranked according to the selection criteria set forth in this section. The Phase II Applications from Small Jurisdictions and Large Jurisdictions will compete within their respective set-aside pools defined in §104 and will not compete against each other. The Phase II Applications that pass the initial threshold review will be scored using the Selection Criteria outlined below. The Phase II Applications determined to be incomplete, or not meeting Program eligibility criteria set forth in Article 2, including minimum point score will not be fully evaluated.

(a) Number of Housing Units – 20 points maximum HCD will assess these points internally

Points will be awarded for the number of housing Units proposed in the Phase II Application to be developed within the Catalytic Qualifying Infill Area. Furthermore, if the number of housing Units evidenced at close of construction financing is less than the number identified in the Phase II Application, the Department may reduce the Award accordingly.

After the threshold review, the total number of housing Units will be ranked from highest to lowest. Each Phase II Application will be assigned to one of three scoring categories (high, medium, or low) in ranked order. Points will be assigned as follows:

High = 20 Points Medium = 10 Points Low = 5 Points
Proposed housing Units at Phase one application. 789 Proposed housing Units at Phase two application. 789

(b) Depth and Duration of Affordability – 20 points maximum 20.00

The Phase II Applications will be awarded points based on the percentage of Units in the proposed Housing Development(s) restricted to occupancy by various income groups. The Phase II Applications designating only rental units in the proposed Housing Development(s) shall be scored following the calculation procedures used by TCAC. The Phase II Applications designating ownership units, or a combination of rental and ownership units, must utilize the scale set forth in paragraph (2) below. Where appropriate based on the mix of income groups, the Phase II Applications must demonstrate units affordable to Lower-Income groups are spatially integrated throughout the Housing Development.

For rental units used as the basis for point scores in the Phase II Application, Rent limits for initial occupancy and for each subsequent occupancy shall be based on unit type, applicable income limit, and area in which the Housing Development is located, following a simplified version of the calculation

- (1) procedures used by TCAC. Rents shall be restricted in accordance with the Rent and income limits specified in the Phase II Application and approved by the Department and set forth in a legally binding agreement recorded against the Housing Development with a duration of at least 55 years. Rents shall not exceed 30 percent of the applicable income eligibility level.

Rental Units

A maximum of 20 points will be awarded based on the Lowest Income Points Table below.

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

Points Available to Rural Area projects only.	% AMI	55%		50%		45%		40%		35%		30%		25%		20% and below		Total Points
	% of Units	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	Points Available	Points Awarded	
	50%	3.33		8.33		11.27		11.67		12.50		20.00		20.00		20.00		
	45%	3.33		7.50		11.27		11.67		12.50		20.00		20.00		20.00		
	40%	3.33		6.67	6.67	10.00		11.67		12.50		18.33		20.00		20.00		
	35%	2.93		5.83		8.77		11.67		12.50		16.67		18.33		20.00		
	30%	2.50		5.00		7.50		10.00		12.50		15.00	15.00	16.67		20.00		
	25%	2.10		4.17		6.27		8.33		10.43		12.50		14.60		16.67		
	20%	1.67		3.33		5.00		6.67		8.33		10.00		11.67		13.33		
	15%	1.27		2.50		3.77		5.00		6.27		7.50		8.73		10.00		
	10%	0.83		1.67		2.50		3.33		4.17		5.00		5.83		6.67		

(c) Net Density – 10 points maximum 10.00

The Phase II Applications will be scored based on the extent to which the Net Densities on the parcel or parcels to be developed in the Housing Developments in the Phase II Application exceed the required density specified in §204(b). Density calculations shall be evidenced by a date stamped map certified by a licensed State of California professional such as an architect, engineer, or surveyor.

- (1) Density Adjustment
Please see solicitation/NOFA §301(c)(1) for details on density adjustment.
- (2) Point schedule
Points will be awarded in accordance with the following schedule:

Adjusted Net Density as a Percentage of Required Density	Points
150 percent or more	10
140 percent to 149.9 percent	8
130 percent to 139.9 percent	6
120 percent to 129.9 percent	4
110 percent to 119.9 percent	2
Less than 110 percent	0

(d) Proximity to Transit – 10 points maximum 10.00

Points will be awarded for the extent to which the Catalytic Qualifying Infill Area includes accessibility to a Transit Station, Major Transit Stop, or other areas yielding significant reductions in vehicle miles traveled (VMT). The distance to a Transit Station, Major Transit Stop, or other areas shall be measured by a pedestrian access route from the nearest boundary of the Housing Development to the outer boundary of the site of the Transit Station or Major Transit Stop and evidenced by a scaled map.

A Phase II Application proposing a project located on multiple noncontiguous parcels shall be scored proportionately in the transit amenities based upon each site's score. Proportional scoring means, for a project to score the maximum 10 points, each site must independently score 10 points for transit.

Are the proposed Housing Developments located on multiple noncontiguous parcels? Yes

In how many noncontiguous parcels will the housing developments be located? 5

For each noncontiguous parcel, applicant will need to provide scale maps for each parcel as described below 1-2 and provide scoring for each parcel below. Applicant may reuse the below 1-2 to add the score for each parcel.

Parcel #1 Score	10	Parcel #2 Score	10	Parcel #3 Score	10	Parcel #4 Score	10	Parcel #5 Score	10
Parcel #6 Score		Parcel #7 Score		Parcel #8 Score		Parcel #9 Score		Parcel #10 Score	

A Housing Development within one-half mile of an existing Transit Station, a Major Transit Stop, or other transportation amenities yielding significant (1) reductions in VMT, measured along a pedestrian access route from the nearest boundary of the Housing Development to the outer boundary of the site of the Transit Station, Major Transit Stop, or other transportation amenities yielding significant reductions in VMT shall receive 10 points.

A Housing Development within one-half mile of a planned Transit Station, a Major Transit Stop, or other areas yielding significant reductions in VMT, (2) measured along a pedestrian access route from the nearest boundary of the Housing Development to the outer boundary of the site of the Transit Station, Major Transit Stop, or other areas yielding significant reductions in VMT shall receive 7 points.

Is the Housing Development(s) within **one-half mile** of an **existing** or **planned** Transit Station, a Major Transit Stop, or other transportation amenities yielding significant reductions in VMT? N/A

File Name:	45. Transit Scaled map	The distance to a Transit Station, Major Transit Stop, or other areas shall be measured by a pedestrian access route from the nearest boundary of the Housing Development to the outer boundary of the site of the Transit Station or Major Transit Stop.	Uploaded to HCD?	Yes
------------	------------------------	---	------------------	-----

(e) Proximity to Amenities – 10 points maximum 9.20

Points will be awarded to proposals based on the proximity or accessibility of every Housing Development in the Phase II Application to the following existing or planned amenities that will be in the service when the construction of the Housing Development is completed. The distance to amenities shall be evidenced by a scaled map.

If points are allocated to any **planned** amenity, Applicant(s) certifies that the planned amenity(ies) will be in the service when the construction of the Housing Development is completed. N/A

A Phase II Application proposing a project located on multiple noncontiguous parcels shall be scored proportionately in the amenities based upon each site's score. Proportional scoring means, for a project to score the maximum 10 points, each site must independently score 10 points for amenities.

Are the proposed Housing Developments located on multiple noncontiguous parcels? Yes

In how many noncontiguous parcels will the housing developments be located? 5

For each noncontiguous parcel, applicant will need to provide scale maps for each parcel as described below 1-5 and provide scoring for each parcel below. Applicant may reuse the below 1-5 to add the score for each parcel.

Parcel #1 Score	8	Parcel #2 Score	9	Parcel #3 Score	9	Parcel #4 Score	10	Parcel #5 Score	10
Parcel #6 Score		Parcel #7 Score		Parcel #8 Score		Parcel #9 Score		Parcel #10 Score	

Is Project located in a Rural Area as defined by **HSC §50199.21**? FALSE

A Housing Development located within one-quarter mile (one-half mile for Rural Area projects) of a Park (not including school grounds unless there is a (1) bona fide, formal joint use agreement between the jurisdiction responsible for the Parks/recreational facilities and the school district providing availability to the general public of the school grounds and/or facilities), shall receive 2 points, or if within one-half mile (one mile for Rural Area projects) 1 point.

Existing or Planned amenity? N/A

Is there is a bona fide, formal joint use agreement between the jurisdiction responsible for the Parks/recreational facilities and the school district providing availability to the general public of the school grounds and/or facilities? No

Housing Development(s) located within N/A

File Name:	46. Park-School Scaled map	Provide a scaled map with the distance to amenity.	Uploaded to HCD?	Yes
------------	----------------------------	--	------------------	-----

(2) A Housing Development located within one mile of a locally recognized Employment Center with a minimum of 50 full-time employees (two miles for Rural Area projects), shall receive 2 points, or if within two miles (four miles for Rural Area projects) 1 point.

Existing or Planned amenity? N/A

Housing Development(s) located within N/A

File Name:	48. Employment Center Scaled map	Provide a scaled map with the distance to amenity and evidence that the Employment Center has, or will have (if planned), 50 full-time employees.	Uploaded to HCD?	Yes
------------	----------------------------------	---	------------------	-----

(3) A Housing Development located within one mile of a locally recognized Retail Center with a minimum of 50 full-time employees (two miles for Rural Area projects), shall receive 2 points, or if within two miles (four miles for Rural Area projects), 1 point.

Existing or Planned amenity? N/A

Housing Development(s) located within N/A

File Name:	49. Retail Center Scaled map	Provide a scaled map with the distance to amenity and evidence that the Retail Center has, or will have (if planned), 50 full-time employees.	Uploaded to HCD?	Yes
------------	------------------------------	---	------------------	-----

(4) A Housing Development located within one-half mile of a Social Service or community center facility that operates to serve residents of the Housing Development, shall receive 2 points, or if within one mile, 1 point.

Existing or Planned amenity?	N/A			
Housing Development(s) located within	N/A			
File Name:	50. Social or community center Scaled map	Provide a scaled map with the distance to amenity is within one-half or one mile from the Housing Developments.	Uploaded to HCD?	Yes

- (5) A Housing Development located within one- quarter mile of a public elementary, middle, high school, adult education campus of a school district, or community college that residents of the Housing Development may attend (one-half mile for Rural Area projects), shall receive 2 points, or if within one-half mile (one mile for Rural Area projects), 1 point.

Existing or Planned amenity?	N/A			
Housing Development(s) located within	N/A			
File Name:	51. Education facility Scaled map	Provide a scaled map with the distance to amenity.	Uploaded to HCD?	Yes

(f) Adaptive Reuse Ordinances – 10 points maximum

10

Up to 10 points (two points per activity) will be awarded for a Phase II Application located in an area with existing or planned ordinances and other zoning and building provisions that facilitate Adaptive Reuse, including the following ordinances that:

- (1) Demonstrate that, if the existing commercial, office, or retail structure intended for reuse as housing does not occupy the entirety of the underlying parcel, the Adaptive Reuse Capital Improvement Project will be permitted to add to the existing building or structure provided that the addition is consistent with the existing or planned zoning of the parcel.
- (2) Promote Adaptive Reuse of existing non-residential buildings and underutilized
- (3) Incentivize building and site reuse at a community scale to encourage activation of nearby shopping, jobs, schools, recreational spaces, and transit;
- (4) Eliminate or allow nonconformance with certain development regulations that would make Adaptive Reuse of eligible buildings infeasible, including standards related to parking and loading, height, density, floor-area ratio, and open space;
- (5) Encourage Adaptive Reuse Capital Improvement Project that allow construction of new structures where existing buildings do not utilize the entire project site provided the additions or new structures are consistent with existing or planned zoning of the parcel;
- (6) Prioritize ministerial review of Adaptive Reuse Capital Improvement Project;
- (7) Allow alternative building and fire code compliance for eligible Adaptive Reuse Capital Improvement Project able to demonstrate alternative means or methods of protecting public health, safety, and welfare;
- (8) Allow alternative compliance with public works standards, where alternative compliance will protect public health, safety, and welfare;
- (9) Include adoption of a zoning overlay outlining specific provisions to incentivize Adaptive Reuse;
- (10) Identify areas of the jurisdiction where Adaptive Reuse incentives could be applied.
- (11) Other strategies that promote Adaptive Reuse and intensification of land uses.

Yes
Yes
Yes
Yes
Yes
Yes
Yes
Yes

File Name:	52. Adaptive Reuse Ordinances	Provide evidence with existing or planned ordinances and other zoning and building provisions that facilitate Adaptive Reuse. Please highlight and number these for any "Yes" above.	Uploaded to HCD?	Yes
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(g) Publicly Owned Lands – 7 points maximum

A Phase II Application will be awarded 7 points if a Catalytic Qualifying Infill Area is located on either excess state-owned property or surplus land:

- (1) For excess state-owned property, the Catalytic Qualifying Infill Area must be located on a site selected under EO-N-06-19 to enter into a ground lease with the state to create Affordable Housing on excess state-owned property.

Is the Catalytic Qualifying Infill Area located on excess state-owned property?

- (2) For surplus land owned by a local agency, including transit agencies:

Is the Catalytic Qualifying Infill Area located on surplus land owned by a local agency, including transit agencies?

(A) Land donations made in fee title must be supported by a transfer agreement and demonstrated written conformance with the Surplus Land Act.

(B) Land donations made as a low-cost, long-term lease must be supported by written conformance with Surplus Land Act.

(h) CEQA Streamlining – 7 points maximum

7

Up to 7 points will be awarded for streamlining provisions related to California Environmental Quality Act (CEQA) (Division 13 (commencing with §21000) of the Public Resources Code):

- (1) Seven points will be awarded to the Phase II Applications that demonstrate acceleration of housing production through the 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.

Will the Applicant(s) demonstrate acceleration of housing production through the 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.

- (2) Seven points will be awarded to the Phase II Applications that demonstrate 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, such as Pub. Resources Code, §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.

Will the Applicant(s) demonstrate 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, such as Pub. Resources Code, §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?

- (3) Seven points will be awarded for utilizing statutory exemptions such as ministerial approval processes pursuant to Public Resource Code §21080 or the statutory exemptions pursuant to the Sustainable Communities and Climate Protection Act (SB 375).

Will the Applicant(s) utilize statutory exemptions such as ministerial approval processes pursuant to Public Resource Code §21080 or the statutory exemptions pursuant to the Sustainable Communities and Climate Protection Act (SB 375)?

File Name:	58. CEQA Streamlining	Provide evidence for streamlining provisions related to California Environmental Quality Act (CEQA) (Division 13 (commencing with Section 21000) of the Public Resources Code):	Uploaded to HCD?	Yes
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(i) Community Outreach and Engagement – 3 points maximum

(1) Community Outreach and Engagement Activities

Points will be awarded for the extent to which the Phase II Applications demonstrate community outreach and engagement in project planning, including efforts to involve Disadvantaged Communities and Low-Income residents, particularly local community residents and businesses from the area within and surrounding the Catalytic Qualifying Infill Area. This will be evaluated based on indicators including:

- Collaboration with community-based organizations to develop the community engagement plan, publicize community engagement activities, and/or execute community engagement activities;
- Number of community engagement activities;
- Types of community engagement activities, with an emphasis on types of activities most likely to reach Disadvantaged Communities and Low-Income residents (e.g., canvassing, participating in events held by community-based organizations, holding in-person events (as opposed to online events));
- Number and types of methods of outreach and noticing of events, with an emphasis on types of methods most likely to reach Disadvantaged Communities and Low-Income residents (e.g., flyers, canvassing);
- Number of community members participating in community engagement activities, particularly from Disadvantaged Communities and Low-Income residents;
- Examples of how meaningful feedback from participants was solicited and documented;
- Activities are held at times convenient for working families;
- Translation is provided (state which language(s));
- Childcare and/or food are provided at events.

Applicants should submit a detailed narrative describing how their completed and/or planned community outreach and engagement activities involve Disadvantaged Communities and Low-Income residents, particularly from the area within and surrounding the Catalytic Qualifying Infill Area, including by addressing the indicators above. The narrative should clearly state for each activity whether it is completed or planned.

HCD to review narrative and assign score accordingly per below.

(A) Up to 2 points total may be awarded for completed community outreach and engagement activities.

(B) Up to 1 point total may be awarded for planned community outreach and engagement activities.

File Name:	53. Community Outreach Project Planning	Detailed narrative describing community outreach and engagement in project planning, including efforts to involve Disadvantaged Communities and Low-Income residents, particularly local community residents and businesses from the area within and surrounding the Catalytic Qualifying Infill Area.	Uploaded to HCD?	Yes
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(2) Outcomes of Community Outreach and Engagement

(A) Up to 2 points total may be awarded for the extent to which the proposed project addresses community-identified needs. This will be evaluated based on indicators including:

HCD to review narrative and assign score accordingly.

- Number of community needs identified through the community engagement process for Catalytic Qualifying Infill Area and/or other relevant community engagement processes;
- Number of community-identified needs addressed by the proposed project;
- Extent to which the proposed project addresses the community-identified needs;
- Number of community-based, grassroots organizations expressing support for the proposed project, particularly organizations that represent Disadvantaged Communities and/or Low-Income residents.

Applicants should submit a detailed narrative describing the community needs identified through the community engagement process and if and how the Project addresses each community-identified need.

Applicants are also encouraged to submit letters of support from local community-based, grassroots organizations describing the community engagement process and how feedback from local residents was incorporated into the project.

File Name:	54. Outcomes of Community Outreach	Detailed narrative describing the community needs identified through the community engagement process and if and how the Project addresses each community-identified need. In addition, Applicants are also encouraged to submit letters of support from local community-based, grassroots organizations describing the community engagement process and how feedback from local residents was incorporated into the Project.	Uploaded to HCD?	Yes
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(j) Anti-displacement Strategies – 3 points maximum

Applicants are required to develop a housing needs and displacement vulnerability assessment and anti-displacement plan for the communities within and adjacent to the Catalytic Qualifying Infill Area. The assessment should describe the communities within and adjacent to the Catalytic Infill Area with both descriptive and quantitative information. Housing needs and displacement vulnerability should be explained using the most recent economic statistics and demographic information available (U.S. Census or other more recently collected local information is acceptable). The assessment should also describe adopted and proposed local policies and programs related to displacement, such as policies described in the jurisdiction’s housing element, other government policies, and any non-governmental organization work on Anti-Displacement. The assessment must clearly state for each policy and program whether it is adopted or proposed. In order for a proposed policy or program to count towards points for this section, the assessment must include an implementation plan for the proposed policy or program, including an identified lead organization, a timeline with key milestones, and the current status of the work.

The assessment must address both direct displacement (e.g. where a residential building is demolished as part of the project, displacing residents of that building) and indirect displacement (e.g. where investment in the Catalytic Qualifying Infill Area causes costs to rise in and/or around the Catalytic Qualifying Infill Area, making the area unaffordable for existing area residents). The assessment must identify local businesses and other vulnerable local organizations (e.g. nonprofit organizations, churches, community centers) where relevant. The assessment may be an existing document that meets the goals stated above.

Applicants are also encouraged to submit letters of support from local community-based, grassroots organizations for the policies and programs adopted or proposed in the Housing Needs and Displacement Vulnerability Assessment and Anti-Displacement Plan.

HCD to review narrative and assign score accordingly.

- (A) Up to 3 points will be awarded based on the strength of the Housing Needs and Displacement Vulnerability Assessment and Anti-Displacement Plan. The Department's assessment will include consideration of the following indicators:
- Completeness and accuracy of the housing needs and displacement vulnerability assessment;

• Number of publicly identified adopted anti-displacement policies and programs;

• Number of publicly identified proposed anti-displacement policies and programs with implementation plans;

• Extent to which adopted and proposed anti-displacement policies and programs are well suited to have an impact on the displacement vulnerabilities identified in the assessment;

Number of community-based, grassroots organizations expressing support for the policies and programs adopted or proposed in the Housing Needs and Displacement Vulnerability Assessment and Anti-Displacement Plan, particularly organizations that represent Disadvantaged Communities and/or Low-Income residents.

The narratives provided in Sections (i) and (j) will be tailored to the characteristics of the Catalytic Qualifying Infill Area and the community. For Catalytic Qualifying Infill Areas where the areas within and surrounding the project are home to many Low-Income and Moderate-Income residents, local business, and community-serving organizations, more robust community engagement and anti-displacement strategies will be expected. Applicants should describe the existing community within and surrounding the proposed Catalytic Qualifying Infill Area using Census and other data in their Housing Needs and Displacement Vulnerability Assessment and Anti-Displacement Plan.

File Name:	55. Anti-displacement Strategies	As described above, develop a housing needs and displacement vulnerability assessment and anti-displacement plan for the communities within and adjacent to the Catalytic Qualifying Infill Area.	Uploaded to HCD?	Yes
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§302. Tiebreaker Score

2

In the event of tied point scores, the Department shall rank tied Phase II Applications based on four factors pursuant to the following tie-breaker criteria, until there is no longer a tie:

- (A) **One tie-breaker point** will be awarded to the Phase II Applications on the extent the Applicant can demonstrate commitment for at least 75 percent of the total development costs (less deferred development costs) derived from sources other than the Program for the timely development of the Housing Development(s) and Capital Improvement Projects(s) in the Catalytic Qualifying Infill Area.

Total Development Cost		\$944,559,389	Total committed funding		\$0	Percentage of committed funds		0%
File Name:	64. Const EFC #1, #2, etc.	Provide all commitment letters or other evidence documenting construction financing commitments.		Uploaded to FFAST?		N/A		
File Name:	64. Perm EFC #1, #2, etc.	Provide all commitment letters or other evidence documenting deferred payment permanent financing commitments.		Uploaded to FFAST?		N/A		

- (B) **An additional tie-breaker point** will be awarded for obtaining all land use approvals or entitlements necessary prior to issuance of a building permit, including any required discretionary approvals.

Catalytic Qualifying Infill Areas for which the planning department confirms eligibility for streamlined ministerial approval (including but not limited to the Senate Bill 35 (2017) Streamlined Ministerial Approval Processing) are eligible for this point.

Does the planning department confirm eligibility for streamlined ministerial approval (including but not limited to the Senate Bill 35 (2017) Streamlined Ministerial Approval Processing)

Applicant(s) certifies to obtaining all land use approvals or entitlements necessary prior to issuance of a building permit, including any required discretionary approvals.

- (C) **An additional tie-breaker point** will be awarded to Applicants that demonstrate site control for the Housing Development component of the Phase II Application at the time of the Phase II Application.

Do the Applicant(s) hold site control for all of the proposed housing development components at time of the Phase II application?

File Name:	61. HD Site Control - TB	Demonstrate site control for the Housing Development components of the Application at the time of Application.	Uploaded to HCD Portal?	Yes
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Application Document Checklist

Instructions for Application submission:

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

Electronic File Name		Document Description		
File Name:	01. Document Checklist	Document Checklist.	Uploaded to HCD?	Yes
File Name:	02. Application	Infill Infrastructure Grant - CQIA Excel Application.	Uploaded to HCD?	Yes
From "Project Overview" Sheet/tab				
File Name:	03. Infill-Aerial Photos	Aerial photographs of proposed Project Site to help the department with decision making but not limited to relocation and verification that work has not commenced prior to app due date.	Uploaded to HCD?	Yes
File Name:	04a. App1 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	04b. App1 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	N/A
File Name:	04c. App1 OrgChart	Applicant Organization Chart.	Uploaded to HCD?	N/A
File Name:	04d. App1 Signature Block	Signature Block - upload in Microsoft Word Document.	Uploaded to HCD?	Yes
File Name:	04e. App1 Cert of Good Standing	Certificate of Good Standing dated within 30 days of the application due date.	Uploaded to HCD?	N/A
File Name:	04f. App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Uploaded to HCD?	N/A
File Name:	05a. App2 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	05b. App2 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	N/A
File Name:	05c. App2 OrgChart	Applicant Organization Chart.	Uploaded to HCD?	N/A
File Name:	05d. App2 Signature Block	Signature Block - upload in Microsoft Word Document.	Uploaded to HCD?	N/A
File Name:	05e. App2 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Uploaded to HCD?	N/A
File Name:	05f. App2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Uploaded to HCD?	N/A
File Name:	06a. App3 Cert & Legal Disclosure	Reference: Applicant Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	06b. App3 OrgDoc1, OrgDoc2, etc.	Reference: Entity Org Docs Worksheet.	Uploaded to HCD?	N/A
File Name:	06c. App3 OrgChart	Applicant Organization Chart.	Uploaded to HCD?	N/A
File Name:	06d. App3 Signature Block	Signature Block - upload in Microsoft Word Document.	Uploaded to HCD?	N/A
File Name:	06e. App3 Cert of Good Standing	Certificate of Good Standing must be dated 30 days or less from the application due date.	Uploaded to HCD?	N/A
File Name:	06f. App3 Tax-Exempt Status	Evidence of tax-exempt status from IRS and FTB for Corporations (Non-Profits Only).	Uploaded to HCD?	N/A
File Name:	07. HD#1 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	07. HD#1 Principal Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	07. HD#1 MGP Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	07. HD#1. AGP1 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	07. HD#1 AGP2 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	07. HD#1 LLC Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	08. HD#2 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	08. HD#2 Principal Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	08. HD#2 MGP Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	08. HD#2. AGP1 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	08. HD#2 AGP2 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	08. HD#2 LLC Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	09. HD#3 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	09. HD#3 Principal Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes
File Name:	09. HD#3 MGP Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	Yes

Application Document Checklist

File Name:	16. HD#10 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	16. HD#10 Principal Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	16. HD#10 MGP Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	16. HD#10. AGP1 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	16. HD#10 AGP2 Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A
File Name:	16. HD#10 LLC Cert Legal Disclosure	Reference: Developer Certification Worksheet.	Uploaded to HCD?	N/A

File Name:	17. Rural Status Determination	TCAC method for determining rural status.	Uploaded to HCD?	N/A
File Name:	18. Relocation Plan	A Relocation Plan that conforms with the provisions of Title 25 CCR, §6038, and any other applicable relocation laws.	Uploaded to HCD?	Yes

From "IIGC Threshold Requirements" Sheet/tab

File Name:	19. Site Plan	Provide dimensioned maps (with all measurements necessary to establish the perimeters) and a complete description of the Catalytic Qualifying Infill Area boundaries and adjacent land uses certified by a California State-licensed professional such as an engineer, surveyor, or landscape architect. The project must be located within an Urbanized Area on a site that has been previously developed, or on a vacant site where at least 75 (50 for Small Jurisdictions) percent of the perimeter of the site adjoins parcels that are developed with Urban Uses.	Uploaded to HCD Portal?	Yes
File Name:	20. AHD No Ag	Demonstrate the AHD site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes
File Name:	21. HE Determination letter	Provide HCD's determination letter.	Uploaded to HCD?	Yes
File Name:	22. Mixed-use or residential dev	Submit relevant pages to demonstrate the CQIA currently designated or planned for mixed-use or residential development pursuant to one of the above.	Uploaded to HCD?	Yes
File Name:	23. Sustainable communities strategy	Submit relevant pages to demonstrate the Catalytic Qualifying Infill Area location's consistency with an adopted sustainable communities strategy or alternative planning strategy pursuant to Section 65080 of the GC.	Uploaded to HCD?	Yes
File Name:	24. CIP Env. Report 1	Phase I (prepared or updated no earlier than 12 months prior to the application due date).	Uploaded to HCD Portal?	Yes
File Name:	25. CIP Env. Report 2	Phase II (prepared or updated no earlier than 12 months prior to the application due date).	Uploaded to HCD Portal?	Yes
File Name:	26. Other Env. Report	Other Environmental Report.	Uploaded to HCD Portal?	N/A
File Name:	27. CIP1 Site Control, CIP2 Site Control, etc.	Documentation of CIPs site control in accordance with UMR §8303.	Uploaded to HCD Portal?	Yes
File Name:	28. CIP1 Preliminary Title Report, CIP2 Preliminary Title Report, etc.	Provide a preliminary title report dated within 30 days of application due date. For projects developed in Indian Country, an attorney's opinion regarding chain of title and current title status is acceptable in lieu of a title report.	Uploaded to HCD Portal?	Yes
File Name:	29. CIP1 Appraisal, CIP2 Appraisal, etc.	If land cost or value is included in the development budget, an appraisal report prepared by an independent third-party appraisal prepared by a Member Appraisal Institute-qualified appraiser.	Uploaded to HCD Portal?	Yes
File Name:	30. Housing Plan	Include a replacement housing plan to ensure that dwelling units housing persons and families of Low or Moderate Income are not removed from the Low and Moderate income housing market.	Uploaded to HCD Portal?	Yes
File Name:	31. ND Petition	Include the reasons why the city believes the exception is warranted. The city shall provide information supporting the need for the exception, including, but not limited to, any limitations that the city may encounter in meeting the density requirements specified in paragraph (b) above. Any exception shall become inoperative on January 1, 2026.	Uploaded to HCD Portal?	N/A
File Name:	32. Net Density Verification	Provide a minimum density ordinance, recorded binding covenant or date stamped map, and letter certified by a California State-licensed professional such as an engineer, surveyor or architect confirming the Net Density.	Uploaded to HDC?	Yes
File Name:	33. HD Env. Report 1	Phase I (prepared or updated no earlier than 12 months prior to the application due date).	Uploaded to HCD Portal?	N/A
File Name:	34. HD Env. Report 2	Phase II (prepared or updated no earlier than 12 months prior to the application due date).	Uploaded to HCD Portal?	N/A
File Name:	35. Other HD Env. Report	Other Environmental Report.	Uploaded to HCD Portal?	N/A

Application Document Checklist

File Name:	36. HD CIP1 Site Control, HD CIP2 Site Control, etc.	Documentation of HDs site control in accordance with UMR §8303 and §8316 . For a proposed Housing Development, evidence specifying the proposed site control details (i.e., a memorandum of understanding or a letter signed by an authorized representative specifying the proposed site use and site control entity) should be provided to the Department at the time of Phase II Application. Where site control already exists, documentation should be provided at the time of Phase II Application.	Uploaded to HCD Portal?	Yes
File Name:	37. HD CIP1 Preliminary Title Report, HD CIP2 Preliminary Title Report, etc.	Provide a preliminary title report dated within 30 days of application due date. For projects developed in Indian Country, an attorney's opinion regarding chain of title and current title status is acceptable in lieu of a title report.	Uploaded to HCD Portal?	Yes
File Name:	38. HD CIP1 Appraisal, HD CIP2 Appraisal, etc.	If land cost or value is included in the development budget, an appraisal report prepared by an independent third-party appraisal prepared by a Member Appraisal Institute-qualified appraiser.	Uploaded to HCD Portal?	Yes
File Name:	39. HD1 Feasibility Plan, HD2 Feasibility Plan, etc.	Provide a realistic plan for each Housing Development to assure financial feasibility in time to meet required program milestones in §600	Uploaded to HCD Portal?	Yes
File Name:	40. Necessary entitlements	Provide a plan, letter of intent (for unincorporated area of the county), or necessary entitlements from the local jurisdiction to allow commencement of construction as set forth in §600 .	Uploaded to HCD Portal?	Yes
File Name:	41. Tribal Entity Waiver	Request for waiver as provided for in HSC Section 50406, subdivision (p).	Uploaded to HDC?	N/A
File Name:	42. Indian Country Verification	Documentation verifying land is located in Indian Country as defined by 18 USC 1151.	Uploaded to HDC?	N/A
File Name:	43. Restricted/Trust Land Verif	Documentation verifying land is located on Fee or Trust Land.	Uploaded to HDC?	N/A

From "Scoring" Sheet/tab

File Name:	45. Transit Scaled map	Measured along a pedestrian access route from the nearest boundary of the Housing Development to the outer boundary of the site of the existing or planned Transit Station, Major Transit Stop, or other transportation amenities yielding significant reductions in VMT.	Uploaded to HCD?	Yes
File Name:	46. Park-School Scaled map	Provide a scaled map with the distance to amenity.	Uploaded to HCD?	Yes
File Name:	47. School Agreement	Provide a copy of the agreement between the jurisdiction responsible for the Parks/recreational facilities and the school district providing availability to the general public of the school grounds and/or facilities.	Uploaded to HCD?	N/A
File Name:	48. Employment Center Scaled map	Provide a scaled map with the distance to amenity and evidence that the Employment Center has, or will have (if planned), 50 full-time employees.	Uploaded to HCD?	Yes
File Name:	49. Retail Center Scaled map	Provide a scaled map with the distance to amenity and evidence that the Retail Center has, or will have (if planned), 50 full-time employees.	Uploaded to HCD?	Yes
File Name:	50. Social or community Center Scaled map	Provide a scaled map with the distance to amenity is within one-half or one mile from the Housing Developments.	Uploaded to HCD?	Yes
File Name:	51. Education Facility Scaled map	Provide a scaled map with the distance to amenity.	Uploaded to HCD?	Yes
File Name:	52. Adaptive Reuse Ordinances	Provide evidence with existing or planned ordinances and other zoning and building provisions that facilitate Adaptive Reuse. Please highlight and number these for any "Yes" above.	Uploaded to HCD?	Yes
File Name:	53. Community Outreach Project Planning	Detailed narrative describing community outreach and engagement in project planning, including efforts to involve Disadvantaged Communities and Low-Income residents, particularly local community residents and businesses from the area within and surrounding the Catalytic Qualifying Infill Area.	Uploaded to HCD?	Yes
File Name:	54. Outcomes of Community Outreach	Detailed narrative describing the community needs identified through the community engagement process and if and how the Project addresses each community-identified need. In addition, Applicants are also encouraged to submit letters of support from local community-based, grassroots organizations describing the community engagement process and how feedback from local residents was incorporated into the Project.	Uploaded to HCD?	Yes
File Name:	55. Anti-displacement Strategies	Develop a Housing Needs and Displacement Vulnerability Assessment and Anti-Displacement Plan for the communities within and adjacent to the Catalytic Qualifying Infill Area. The assessment should describe the communities within and adjacent to the Catalytic Infill Area with both descriptive and quantitative information. In addition, Applicants are also encouraged to submit letters of support from local community-based, grassroots organizations for the policies and programs adopted or proposed in the Housing Needs and Displacement Vulnerability Assessment and Anti-Displacement Plan.	Uploaded to HCD?	Yes
File Name:	56. Excess state-owned property	Provide documentation/agreement for ground lease with the state to create affordable housing on Excess state-owned property.	Uploaded to HCD?	N/A
File Name:	57. Surplus Land	Land donations made in fee title must be supported by a transfer agreement and demonstrated written conformance with the Surplus Land Act. Land donations made as a low-cost, long-term lease must be supported by written conformance with Surplus Land Act.	Uploaded to HCD?	N/A

Application Document Checklist

File Name:	58. CEQA Streamlining	Provide evidence for streamlining provisions related to California Environmental Quality Act (CEQA) (Division 13 (commencing with Section 21000) of the Public Resources Code):	Uploaded to HCD?	Yes
File Name:	59. FEMA DD	Provide FEMA Major Disaster Declaration documentation.	Uploaded to HCD Portal?	N/A
File Name:	60. Disaster Housing Plan	Provide documentation or a plan on how the Project will contribute to providing housing for disaster-impacted households.	Uploaded to HCD Portal?	N/A
File Name:	61. HD Site Control - TB	Demonstrate site control for the Housing Development component of the Application at the time of Application.	Uploaded to HCD Portal?	Yes
File Name:	62. Certificate of Occupancy	Provide a list of project names and certificate of occupancy for each.	Uploaded to HCD Portal?	N/A

Application Document Checklist

Required additional reports			
File Name:	64. "Other" Supporting documentation	Provide any other documentation that may help HCD with its threshold, scoring, or financial feasibility review. If multiple, please use 64b. "File name", 64c. "File name", etc.	N/A
File Name:	65. Letter of Explanation	Submit a letter of explanation providing details for all "No" answers that are shaded red above.	N/A

End of Document

Local Approvals and Environmental Review Verification

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

Eligible Applicant:

Developer of CQIA:

Developer Address:

Developer City:

QIP Name:

QIP Address/site:

QIP City:

QIP County:

Assessor Parcel Numbers (APNs):

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

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

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

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

	Required for this Project?	Under Review?	Verified as Completed and date completed
All necessary, discretionary, and non-discretionary public land use approvals except building permits and other ministerial approvals are:			

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

Dated:

Statement Completed by (please print):

Signature:

Title:

Agency or Department:

Agency or Department Address:

Agency or Department Phone:

Certification & Legal Status

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

Housing Development

Developer Name

Proposed Housing Development Name

- 1) The information, statements and attachments included in this Application are, to the best of my knowledge and belief, true and correct.
- 2) I possess the legal authority to submit this Application on behalf of the entity identified in the signature block.
- 3) The following is a complete disclosure of all identities of interest - of all persons or entities, including affiliates, that will provide goods or services to the Project either (a) in one or more capacity or (b) that qualify as a "Related Party" to any person or entity that will provide goods or services to the Project. "Related Party" is defined in §10302 of the California Code of Regulations (CTCAC Regulations):

- 4) As of the date of Application, the Project, or the real property on which the Project is proposed (Property) is not part to or the subject of any claim or action at the State or Federal appellate level.
- 5) I have disclosed and described below any claim or action undertaken which affects or potentially affects the feasibility of the Project.
- In addition, I acknowledge that all information in this Application and attachments is public, and may be disclosed by the State.

Printed Name

Title of Signatory

Signature

Date

Legal Disclosure

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

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

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

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

Exceptions:

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

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

Civil Matters

1) Has the Sponsor/Applicant/Recipient filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in past ten years?

2) Is the Sponsor/Applicant/Recipient currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the Sponsor/Applicant/Recipient's business, or (b) the Project that is the subject of the Application?

3) Have there been any administrative or civil settlements, decisions, or judgments against the Sponsor/Applicant/Recipient within the past ten years that materially and adversely affected (a) the financial condition of the Sponsor/Applicant/Recipient's business, or (b) the Project that is the subject of the Application?

4) Is the Sponsor/Applicant/Recipient currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?

5) In the past ten years, has the Sponsor/Applicant/Recipient been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?

Criminal Matters

6) Is the Sponsor/Applicant/Recipient currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the Sponsor/Applicant/Recipient?

7) Is the Sponsor/Applicant/Recipient currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the Sponsor/Applicant/Recipient for matters relating to the conduct of the Sponsor/Applicant/Recipient's business?

8) Is the Sponsor/Applicant/Recipient currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the Sponsor/Applicant/Recipient for any financial or fraud related crime?

9) Is the Sponsor/Applicant/Recipient currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the Sponsor/Applicant/Recipient's business?

10) Within the past ten years, has the Sponsor/Applicant/Recipient been convicted of any felony?

11) Within the past ten years, has the Sponsor/Applicant/Recipient been convicted of any misdemeanor related to the conduct of the Sponsor/Applicant/Recipient's business?

12) Within the past ten years, has the Sponsor/Applicant/Recipient been convicted of any misdemeanor for any financial or fraud related crime?

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

Printed Name

Title of Signatory

Signature

Date

Entity Organizational Documents

Organizational Documents

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

Organizational Charts

Complete organizational charts are required for the Recipient.

Corporate Entities

Articles of Incorporation (Corp. Code **§154, 200 and 202**) as certified by the CA Secretary of State.

Bylaws and any amendments thereto (Corp. Code **§207(b), 211 and 212**)

Certificate of Amendment of Articles of Incorporation (Corp. Code **§900-910** (general stock), **§5810-5820** (public benefit and religious corporations), **§7810-7820** (mutual benefit corporations), or **§12500-12510** (general cooperative corporations)) as applicable.

Restated Articles of Incorporation (Corp. Code **§901, 906, 910** (general stock), **§5811, 5815, 5819** (public benefit and religious corporations), **§7811, 7815 and 7819** (mutual benefit corporations) and **§12501, 12506 and 12510** (general cooperative corporations)) as applicable.

Statement of Information (CA Secretary of State form SI-100 or SI-200)

Shareholder Agreements (Corp. Code **§186**) if applicable.

Certificate of Good Standing certified by Secretary of State. Certificate of Good Standing must be dated 30 days or less from the application due date.

Limited Liability Companies

Articles of Organization (CA Secretary of State form LLC-1)

Certificate of Amendment (CA Secretary of State form LLC-2) if applicable.

Restated Articles of Organization (CA Secretary of State form LLC-10) if applicable.

Certificate of Correction (CA Secretary of State form LLC-11) if applicable.

Statement of Information (CA Secretary of State form LLC-12 or LLC-12NC)

Operating Agreement (Corp. Code **§17707.02(s) and 17701.10**)

Certificate of Good Standing certified by Secretary of State. Certificate of Good Standing must be dated 30 days or less from the application due date.

Limited Partnerships

Certificate of Limited Partnership (CA Secretary of State form LP-1)

Amendment to Certificate of Limited Partnership (CA Secretary of State form LP-2) if applicable.

Certificate of Correction (CA Secretary of State form LP-2) if applicable.

Limited Partnership Agreement (CA Corp. Code **§15901.02(x) and 15901.10**)

Amended and Restated Limited Partnership Agreement

Certificate of Good Standing certified by Secretary of State.

Tribal Entity

Application Development Team (ADT) Support Form

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

Full Name:		Date Requested:		Application Version Date:			
Organization:		Email:		Contact Phone:			
Justification:							
Issue #	Tab / Sheet Name	Section	Cell(s) #	Update / Comment	Urgency	ADT Status	Tester
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							

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

2020 W. El Camino Avenue, Suite 650, 95833

P.O. Box 952054

Sacramento, CA 94252-2054

(916) 263-2774

www.hcd.ca.gov

November 30, 2022

MEMORANDUM FOR: POTENTIAL APPLICANTS**FROM:** Jennifer Seeger, Deputy Director
Division of State Financial Assistance**SUBJECT: Request for Concept Proposals
Infill Infrastructure Grant – Catalytic Qualifying Infill Areas**

The California Department of Housing and Community Development (Department or HCD) is requesting submittal of Concept Proposals for funding under the Infill Infrastructure Grant Catalytic Qualifying Infill Area program (IIGC).

Awards made under this solicitation will unlock available land for housing development and maximize the state's existing and ongoing investments, all of which will benefit the state's economy and further our housing production and climate resilience efforts.

HCD's mission is to promote safe, affordable homes and strong vibrant communities throughout California. For decades, too little housing has been built near high-quality jobs, transportation, and amenities in communities throughout California. As a result, many Californians must live far from key destinations like employment, healthcare and schools. This lack of connectivity between our homes and important destinations contributes to more time in cars, and more vehicle miles traveled, which has a detrimental impact on our environment.

In response, HCD is focused on efforts to address decades of housing underproduction and the increasing impacts of climate change by making strategic investments that can quickly provide housing at scale and simultaneously catalyze economic development. Encouraging infill housing not only reduces emissions from driving and alleviates the state's housing shortage, but it also improves access to daily destinations and economic opportunity for more Californians.

Many former commercial and underutilized areas have significant potential for developing housing at scale but lack the infrastructure necessary to support higher-density residential development. In addition to vacant infill parcels, IIGC proposals may include industrial or business parks, vacant shopping centers, strip malls, or scattered sites with vacant or underutilized structures.

The below program description and request for Concept Proposals is part of a two-stage application process:

- In **Phase I**, Eligible Applicants will provide a Concept Proposal on a Department-provided form to be made publicly available no later than December 29, 2022. The purpose of the Concept Proposal phase is two-fold: 1) to serve as a “demand survey” to inform the Department about the diversity, scale, needs and challenges of eligible CQIAs, and 2) to describe how the proposed CQIA meets or exceeds threshold criteria and program goals outlined by statute.
- In **Phase II**, the Department will release a Notice of Funding Availability detailing programmatic requirements including specific scoring criteria. All applicants deemed eligible in Phase I will be invited to apply, unless the IIGC program promises to be significantly oversubscribed, as detailed in the below section on Invitations to Apply.

To be considered for potential funding, Catalytic Qualifying Infill Area Concept Proposals must be submitted electronically via the HCD IIGC Application Portal using the Concept Proposal Application and must include all required information as detailed in the Application. A link to the HCD IIGC Application Portal will be available at <https://www.hcd.ca.gov/grants-and-funding/programs-active/infill-infrastructure-grant>

The HCD IIGC Application Portal will open December 29, 2022, and close 4:00 PM Pacific Time on January 31, 2023.

Statutory Authority

The Infill Infrastructure Grant program – Catalytic Qualifying Infill Area (IIGC) implements and interprets Part 12.5 (commencing with Section 53559) of Division 31 of the Health and Safety Code (HSC) amended by AB 157 Chapter 157 Statutes of 2022, which establishes the greater Infill Infrastructure Grant Program of 2019, hereinafter referred to as the Infill Infrastructure Grant program (IIG). Section 53559.1 (c) establishes and defines the new Catalytic Qualifying Infill Area.

Potential applicants are encouraged to review relevant sections of HSC 53559 and 53559.1.

IIGC Overview and Summary of Funds Available

The purpose of the IIGC program is to provide critical infrastructure funding necessary to unlock sites for residential development.

Many former commercial and underutilized areas have great potential for the development of housing but lack the infrastructure necessary to facilitate higher-density

residential development. In addition to vacant infill parcels, IIGC proposals may include industrial or business parks, vacant shopping centers, strip malls, or scattered sites with vacant or underutilized structures.

The IIGC program supports adaptive reuse of these structures or sites by providing financial assistance for Capital Improvement Projects that are an integral part of, or necessary to facilitate the development of housing within Catalytic Qualifying Infill Areas (CQIA). Under the program, grants are available as gap funding for infrastructure improvements necessary for specific residential or mixed-use infill development proposals.

The Department is issuing this Request for Concept Proposals to achieve the following goals:

1. Prequalify prospective applicants for the IIGC Notice of Funding Availability (NOFA) which the Department anticipates releasing no later than February 2023. The IIGC Phase II application process is open only to eligible applicants who receive an invitation from the Department in response to their submitted Concept Proposals. Failure to participate in the Concept Proposal process will preclude an applicant from further participation.
2. Assess the funding needs for this IIGC solicitation. The Department may consider an increase to per-unit grant funding amounts for IIGC funding based upon information in the Concept Proposals. Eligible applicants who submit Concept Proposals in response to this Request for Concept Proposals, but who are not invited to apply under the NOFA, may be eligible to apply for subsequent rounds should funding be made available.
3. The Department anticipates that data collected through the submissions in response to this Request for Concept Proposals will inform further design of the program including scope and size of proposed projects, assessment of infrastructure needs and streamlining opportunities for residential development.

In total the Department has approximately \$105 million available in fiscal year 2022-23. These funds will be allocated as follows (approximately):

- \$90 million for Large Jurisdictions
- \$15 million for Small Jurisdictions¹

A list of Small Jurisdiction and Large Jurisdiction counties is included as Appendix A.

¹ *Small Jurisdiction is defined as a county with a population of less than 250,000 as of January 1, 2019, or any city within that county per Health and Safety Code Section 53559.1 (g).*

Grant funds will be made available as gap funding for infrastructure and Adaptive Reuse² improvements necessary for specific residential or mixed-use infill developments. Sites and parcels that make up CQIAs must have been either previously developed or be largely surrounded by sites developed with Urban Uses. “Urban Uses” means any residential, commercial, industrial, public institutional, transit or transportation passenger facility, retail use, or any combination of those uses.

Eligible improvements include, but are not limited to, development of parks or open space, water, sewer or other utility service improvements, streets, roads, parking structures, transit linkages, transit shelters, traffic mitigation features, site preparation or demolition, sidewalks, streetscape improvements and construction and Rehabilitation³ expenses relating to repurposing non-residential buildings for residential uses. A complete list of Eligible Uses is provided in Appendix B.

It is estimated that funds will be disbursed based on the following proposed minimum and maximum award amounts; however, the Department may adjust these numbers based upon Concept Proposals submitted. The actual grant amount will be calculated based upon the information submitted in the Full Application. Final funding minimums and maximums will be announced in the Notice of Funding Availability. The Department may consider increasing per unit amounts based on the overall infrastructure needs of CQIAs as proposed.

Proposed Funding Minimum and Maximum Award Amounts			
Catalytic Qualifying Infill Area	Large Jurisdictions	Minimum	\$15 million
		Maximum	\$45 million
	Small Jurisdictions	Minimum	\$5 million
		Maximum	\$15 million

The maximum grant amount shall be determined by the total number of housing units proposed within the identified CQIA, the bedroom count of these units, and the density and affordability of the housing proposed to be developed as identified below:

Proposed IIGC Grant Amount Calculation (Amounts are represented on a per unit basis)					
Income Level & Tenure	0-Bdrm	1-Bdrm	2-Bdrm	3-Bdrm	4-Bdrm
200% FMR ⁴ or exceeds CALHFA Sales Prices	\$4,000	\$8,000	\$11,900	\$15,900	\$19,900
Program Unrestricted ⁵	\$26,500	\$30,500	\$35,400	\$43,700	\$47,700
Moderate Income Owner	\$30,500	\$34,400	\$41,100	\$49,000	\$52,900
Low Income Owner	\$34,400	\$38,400	\$46,300	\$54,200	\$59,600
60% AMI Rental	\$34,400	\$38,400	\$46,300	\$54,200	\$59,600
50% AMI Rental	\$39,800	\$45,000	\$51,600	\$62,100	\$66,200
30% AMI Rental	\$46,300	\$49,000	\$55,600	\$71,500	\$75,400

The total eligible grant amount shall be based upon the lesser of the amount necessary to fund the Capital Improvement Project or the maximum amount permitted by the final IIGC Grant Amount Calculation and Net Density Adjustment Factor tables to be published with the Phase II Invitation to Apply, whichever is less.

Based on the proposed minimum award amounts and per unit grant calculation amounts outlined above, a Large Jurisdiction must demonstrate capacity for not less than 300 Units and Small Jurisdictions must demonstrate capacity for not less than 100 Units to qualify for funding.

Catalytic Qualifying Infill Area Program Timeline

A complete CQIA Concept Proposal, on Department forms, must be submitted to the Department via the HCD Application Portal according to the timeline on the following page:

Release of Concept Proposal Solicitation (Phase I)	November 30, 2022
Webinar / Q&A	December 2022
HCD IIGC Portal Opens	December 29, 2022
Concept Proposals Due (Portal Closes)	January 31, 2023
IIGC NOFA Released	February 2023
Invitations to Apply Released (Phase II)	February 2023
Applications Due	March 2023
Awards	June/July 2023

² "Adaptive Reuse" means the repurposing of building structures for residential purposes, such as former office use, commercial use, or business parks. When referring to building structures, adaptive reuse means retrofitting and repurposing of existing buildings that create new residential rental units, and expressly excludes a project that involves rehabilitation of any construction affecting existing residential units that are, or have been, recently occupied.

³ "Rehabilitation" is defined in line with Section 50096 of the HSC, and includes improvements and repairs made to a residential structure acquired for the purpose of preserving its affordability.

⁴ 200% Fair Market Rent (FMR) Unit: A 200 percent FMR Unit is a rental unit with a proposed monthly rent, which is equal to or greater than 200 percent of its county's FMR as defined by HUD.

⁵ IIG Unrestricted: An unrestricted unit for the purposes of calculating grant amounts in IIG is any unit not restricted at the other levels identified in guidelines Appendix A Defined Terms, but also not meeting any of the above definitions.

*Increase based on December Consumer Price Index per U.S. Bureau of Labor Statistics (BLS).

https://data.bls.gov/pdq/SurveyOutputServlet?data_tool=dropmap&series_id=CUUR0400SA0,CUU

Concept Proposal Requirements:

I. The CQIA Concept Proposal must certify the following statutorily required eligibility criteria:

- (a) The Applicant must be eligible. An Eligible Applicant is defined as a city, county, city and county, or public housing authority that has jurisdiction over a CQIA. A metropolitan planning organization may participate as a co-applicant.
- (b) The CQIA must be located in a city, county, or city and county in which the general plan of the city, county, or city and county has an adopted housing element that the Department has determined to be in compliance or will be found to be in compliance by the Department, pursuant to Section 65585 of the Government Code by the anticipated award date.
- (c) Identification of an eligible CQIA that meets all of the following:
 - (1) A contiguous area or multiple noncontiguous parcels located within an Urbanized Area⁶. For Large Jurisdictions, the contiguous area or noncontiguous parcels have been previously developed, or at least 75 percent of the perimeter of each parcel or area adjoins parcels that are developed or have been previously developed with Urban Uses. For Small Jurisdictions, the perimeter requirements shall be at least 50 percent of the perimeter of each parcel or area. For purposes of this paragraph, perimeters bordering navigable bodies of water and parks shall not be included in the perimeter calculation.
 - (2) No parcel within or adjoining the designated CQIA is classified as agricultural or natural working land according to the California Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) Tool.
 - (3) The contiguous area or multiple noncontiguous parcels are located in an area designated for mixed-use or residential development pursuant to one of the following:
 - A general plan adopted pursuant to Section 65300 of the Government Code.
 - A sustainable communities strategy adopted pursuant to Section 65080 of the Government Code.

⁶ "Urbanized area" means an incorporated city. For sites in unincorporated areas, the site must be within a designated urban service area that is designated in the local general plan for urban development and is served by the public sewer and water.

- A specific plan adopted pursuant to Section 65450 of the Government Code.
 - A Workforce Housing Opportunity Zone established pursuant to Section 65620 of the Government Code.
 - A Housing Sustainability District established pursuant to Section 66201 of the Government Code.
- (4) Certification that the applicant has site control or other mechanism of authority to complete the proposed Capital Improvement Project(s) within the proposed CQIA.

II. Catalytic Qualifying Infill Area Housing Requirements – the applicant must further demonstrate the following:

- (a) No less than 15 percent of the total projected housing within the CQIA will be Affordable Units.⁷
- (b) Average residential densities on the parcels to be developed that are equal to or greater than the following densities (GOV 65583.2 (c)(3)(B)), except that a project located in a Rural Area as defined in Section 50199.21 shall include average residential densities on the parcels to be developed of at least 10 units per acre.⁸
- (c) Housing sites are free from severe adverse environmental conditions, such as the presence of toxic waste that is economically infeasible to remove or cannot be mitigated.

III. The CQIA Concept Proposal must include narrative responses addressing each of the following:

⁷ "Affordable Unit" means a Unit that is made available at an affordable rent, as defined in HSC Section 50053, to a household earning no more than 60 percent of the Area Median Income or at an affordable housing cost, as defined in HSC Section 50052.5, to a household earning no more than 120 percent of the Area Median Income. Rental units shall be subject to a recorded Covenant ensuring affordability for a duration of at least 55 years. Ownership units shall initially be sold to and occupied by a qualified household and shall be subject to a recorded Covenant that includes either a resale restriction for at least 30 years or equity sharing upon resale.

⁸ Government Code Section 65583.2(c)(3)(B) requires the following densities:

- For an incorporated city within a nonmetropolitan county and for a nonmetropolitan county that has a micropolitan area: sites allowing at least 15 units per acre.
- For an unincorporated area in a nonmetropolitan county not included in clause (1): sites allowing at least 10 units per acre.
- For a suburban jurisdiction: sites allowing at least 20 units per acre.
- For a jurisdiction in a metropolitan county: sites allowing at least 30 units per acre.

- (a) An identification of the parcel(s) within the boundaries of the proposed CQIA including:
 - (1) size
 - (2) current or planned land use
 - (3) current or planned zoning
 - (4) current ownership
 - (5) description of existing structures and whether existing structures will be adapted for residential or other uses or demolished
 - (6) description of surrounding land uses

Images, if illustrative, may be submitted with narrative.

Please note, CQIAs can be a single site, multiple contiguous parcels or scattered sites within a single jurisdiction's authority.

- (b) Description and estimated cost of the proposed Capital Improvement Project(s). Please refer to Appendix B for threshold requirements and eligible uses of IIGC program grant funds. The Capital Improvement Project must constitute a large catalytic investment to unlock land to accommodate a mix of uses, including affordable and mixed-income housing.
- (c) Description of how the applicant jurisdiction will, or has ensured streamlined entitlement processes and fast-tracked progress for future housing development within the CQIA including, but not limited to, planned or existing ordinances that facilitate the reuse of non-residential building for residential uses.
- (d) Information, to the extent known, on the proposed project schedule for the proposed Capital Improvement Project to demonstrate readiness, including:
 - (1) Estimated date(s) for key elements of Capital Improvement Project completion
 - (2) Identification of necessary environmental clearances to commence construction of the Capital Improvement Project and status of said clearances.
 - (3) Date(s) for final entitlements and planning approvals received or anticipated, allowing for commencement of construction of the Capital Improvement Project
 - (4) Date(s) for financial commitments for housing in the CQIA used in the calculation of the maximum IIG award
 - (5) Estimated construction and permanent financing closing dates of housing development(s) within the CQIA, if known.
 - (6) Other key milestone dates for the Capital Improvement Project(s) and housing proposed in the CQIA.
 - (7) Contingencies and risks that could alter or delay proposed timeline

- (e) Estimated number of housing developments, number of total housing units, number of affordable housing units, and depths of affordability within the proposed CQIA as well as proposed residential densities, if known. If exact number of housing units is unknown at the time of the submittal of the Concept Proposal, the applicant may include an anticipated range of units.
 - (1) Identification of housing developments proposed on state owned excess sites and other publicly owned land, if any, within the CQIA. A list of available excess state-owned properties is available on the Department's [website](#).
- (f) A description of transit operations, including locations of transit stations and stops, type and frequency of service, located within proximity to the proposed housing within the CQIA.
- (g) A description of existing or planned amenities like shopping, schools, and job centers near within or in proximity to the CQIA.
- (h) A description of strategies to mitigate displacement of any existing residents and businesses within the identified CQIA.
- (i) A description of meaningful outreach and engagement utilized in the design of the CQIA in the local community.
- (j) Identification of streamlined program-level California Environmental Quality Act analysis and certification efforts that will expedite environmental reviews for the proposed housing within the C.
- (k) Description of how the CQIA and Capital Improvement Project will have a catalytic impact within the community and explanation of any potential challenges for use or access of IIGC funding, or risks to completion of the CQIA project vision.

Invitations to Apply

The Department will review Concept Proposals to determine program eligibility. Applicants with Concept Proposals that meet general eligibility requirements will be invited to submit Full Applications. However, to the extent the Department receives Concept Proposals in excess of 250 percent of available funds, invitations to apply will be prioritized based on projects that can demonstrate shovel readiness of the proposed Capital Improvement Project.

Concept Proposals invited to submit a Full Application will be evaluated based on their ability to demonstrate exemplary consistency with program goals and will be prioritized in the award selection process. Please note, that Concept Proposals not receiving invitations to apply for the 2022-23 NOFA may be eligible to apply for funding under a 2023-24 NOFA cycle should funds be available.

HCD will invite qualified applicants to submit Full Applications according to the timeline provided above. An Eligible Applicant who is invited to apply must submit a Full Application which is substantially consistent with the Concept Proposal. Proposal components identified in HSC 53559(f)(1)(B) identified as ranking criteria may not be significantly modified in the Full Application unless the modification would result in a higher score (e.g., a higher number of affordable units, greater depth of affordability, higher net densities). In no instance shall a Full Application include fewer number of housing units than described in the Concept Proposal.

Appeals

No appeals of the Department's decision on invitations to apply will be accepted.

Negative Points and Disencumbrance Policies

The Department's [Negative Points Policy](#) (Administrative Notice Number 2022-01) and [Disencumbrance Policy](#) (Administrative Notice Number 2022-02), dated March 30, 2022 and published on the Department's [website](#), are hereby incorporated by this reference as if set forth in full herein, and shall apply with equal force as all other provisions set forth herein.

If the Sponsor/Recipient/Applicant is subject to a negative points assessment based on the criteria outlined in the Department's [Negative Points Policy](#) or is determined to be ineligible for funding, HCD shall notify the Sponsor/Recipient/Applicant in writing during the application review period.

Questions and Assistance

To receive information on workshops and other updates, please [subscribe](#) to the Department's listserv. For questions or to arrange a 20 minute consultation with the IIGC team, please contact infill@hcd.ca.gov.

Appendix A

Small and Large Jurisdictions

SMALL JURISDICTIONS

Defined as a county with a population of less than 250,000 as of January 1, 2019, or any city within that county per Health and Safety Code Section 53559.1 (g).

Alpine	Kings	San Benito
Amador	Lake	Shasta
Butte	Lassen	Sierra
Calaveras	Madera	Siskiyou
Colusa	Mariposa	Sutter
Del Norte	Mendocino	Tehama
El Dorado	Modoc	Trinity
Glenn	Mono	Tuolumne
Humboldt	Napa	Yolo
Imperial	Nevada	Yuba
Inyo	Plumas	

LARGE JURISDICTIONS

Includes any county listed below as well as any city located within these counties.

Alameda	Placer	Santa Barbara
Contra Costa	Riverside	Santa Clara
Fresno	Sacramento	Santa Cruz
Kern	San Bernardino	Solano
Los Angeles	San Diego	Sonoma
Marin	San Francisco	Stanislaus
Merced	San Joaquin	Tulare
Monterey	San Luis Obispo	Ventura
Orange	San Mateo	

Appendix B Capital Improvement Project Definition and Eligible Uses
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(a) Capital Improvement Project means the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvement of a capital asset, as defined in Section 16727 (a) of the Government Code, that is an integral part of, or necessary to facilitate the development of housing within a CQIA.

(b) The applicant must demonstrate that the Capital Improvement Project is an integral part of, or necessary to facilitate the development of the CQIA identified in the application.

(c) Capital Improvement Project sites are free from severe adverse environmental conditions, such as the presence of toxic waste that is economically infeasible to remove or cannot be mitigated.

(d) Capital Improvement Projects comply with site control requirements as set forth at UMR Sections 8303 and 8316 with the additional requirements that the Applicant shall demonstrate that the Developer of proposed housing with an on-site Capital Improvement Project for which the Applicant is applying for grant funding, will have site control at the time of Full Application and shall maintain site control throughout the term of the Award.

(e) Funds shall be used only for approved eligible costs that are incurred on the Capital Improvement Projects as set forth below.

(f) Capital Improvement Project costs must be reasonable and necessary. Costs must be reasonable compared to similar infrastructure projects of modest design in the general area of the Capital Improvement Projects.

(g) Eligible costs include the construction, Rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvements of the following:

(1) The creation, development, or rehabilitation of parks or open space.

(2) Water, sewer, or, internet, and other utility service improvements, including relocation of such improvements.

(3) Streets, roads, and bridges.

(4) Transit linkages or facilities, including, but not limited to, related access plazas or pathways, and bus or transit shelters.

(5) Facilities that support pedestrian or bicycle transit, including bike lanes, crosswalk improvements, and pedestrian scaled lighting.

(6) Traffic mitigation improvements, including roundabouts, turn lanes, or raised islands.

(7) Sidewalk or streetscape improvements, including, but not limited to, the construction or resurfacing of sidewalks and streets or the installation of lighting, signage, or other related amenities.

(8) Adaptive Reuse building construction and Rehabilitation expenses necessary to facilitate the repurposing of existing non-residential buildings for residential uses.

(9) Site preparation or demolition related to the Capital Improvement Project or housing utilized in the calculation of maximum IIG grant funds.

(10) Purchase of modular or manufactured housing units

(11) Structured Parking, including:

(A) Structured Parking spaces that are required replacement of Transit Station parking spaces (including replacement required by a transit agency), or public Structured Parking required as a condition of approval for the housing utilized in the calculation of maximum IIGC grant funds within one-half mile of a Major Transit Stop or Transit Station, not to exceed \$50,000 per space.

(B) Residential Structured Parking and mechanical parking lifts. The minimum residential per unit parking spaces in Structured Parking, as required by local land-use entitlement approval, not to exceed one parking space per residential unit, and not to exceed \$50,000 per permitted space.

(12) Required environmental remediation necessary for the development of the Capital Improvement Projects or housing utilized in the calculation of maximum IIGC grant funds, where the total cost of the remediation and regulatory oversight does not exceed 50 percent of the Program grant amount.

(13) Soft costs such as those incidentally but directly related to construction or other pre-development components including, but not limited to, planning, engineering, construction management, architectural, and other design work, required mitigation expenses such as mitigation design or testing, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 15 percent of costs associated with the funding request for the Capital Improvement Project.

(14) Impact fees required by local ordinance are eligible for Program funding only if used for the identified Capital Improvement Projects. Funded impact fees may not exceed 5 percent of the Program Award.

(h) The following costs are not eligible for Program funding:

(1) Developer fees or profit.

(2) Costs of new housing or mixed-use structure construction and Rehabilitation not including Adaptive Reuse, or modular or manufactured housing costs as described above.

(3) Soft costs related to ineligible costs.

(4) In-lieu fees for local inclusionary programs.

EXHIBIT A

AUTHORITY, PURPOSE, AND SCOPE OF WORK

1. Authority & Purpose

- A. This Standard Agreement, STD. 213 (hereinafter “Agreement”) is the result of Recipient’s application (“Application”) for funding under the Infill Infrastructure Grant Program of 2019 (“Program”) pursuant to:
- i. Part 12.5 of Division 31 of the Health and Safety Code (commencing with Section 53559);
 - ii. The Request for Concept Proposals for Infill Infrastructure Grant -Catalytic Qualifying Infill Areas dated November 30, 2022 (the “Phase I Solicitation”) issued by the State of California, Department of Housing and Community Development (“Department”); and
 - iii. The Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area Program Guidelines and Notice of Funding Availability Phase II Application Solicitation dated March 15, 2023 (the “Phase II Solicitation”), as may be amended from time to time.

Subdivisions (A)(i) through (A)(iii) above, of this Exhibit A shall referred to hereafter collectively as the “Program Requirements.”

- B. In accepting this grant award, the Recipient agrees to comply with the Program Requirements and the terms and conditions of this Agreement, and the Disbursement Agreement, which is more particularly described in Exhibit B, attached hereto.
- C. Exhibit B, Exhibit C, Exhibit D, and Exhibit E are incorporated herein by this reference, and are attached hereto except for Exhibit C which may be viewed digitally as stated on page 1 of this Agreement.

2. Definitions

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

Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area (IIGC)

Phase I Concept Proposal: 11/30/2022

Phase II Application Solicitation: 03/15/2023, Amended 03/22/2023

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- A. “Capital Improvement Project” means the capital improvement project which Recipient proposed to be funded in the Application and which is further described in Exhibit E under Provision A-E.1.
- B. “Catalytic Qualifying Infill Area” means the geographic area described in Recipient’s Application and within which is located the real property on which the Recipient shall develop the Project.
- C. “Covenant” means the Department’s Declaration of Restrictive Covenants for the Development and Operation of Affordable Housing to be provided by the Department, containing affordability restrictions consistent with those proposed in the Application and containing such other terms and conditions as the Department deems necessary to achieve compliance with Program Requirements and this Agreement.
- D. “Developer” means the Recipient, or an entity who is contractually obligated to the Recipient to develop and own the Housing Development(s). The Developer must have the capacity and experience to develop and own affordable housing and must have site control which complies with Section 204(d) of the Phase II Solicitation, before construction commences on any part of the Project, and through occupancy of the Housing Development(s).
- E. “Housing Development(s)” means the residential housing described in the Application to be developed and constructed by the Recipient, or other Developer, within the Catalytic Qualifying Infill Area containing the number of units and bedrooms resulting net density and depth of affordability described in Exhibit E under Provision A-E.2.
- F. “Project” means, collectively, the Capital Improvement Project and Housing Development(s).
- G. “Recipient” refers to the entity or entities who submitted the Application and to whom the Department issued an award letter in connection with the Phase II Solicitation. In the case of joint applicants, “Recipient” shall refer to each applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein. In the case of joint applicants, all such applicants shall collectively comprise and be deemed a joint venture.

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- H. “Section” or “section” in reference to the Phase II Solicitation shall initially refer to that specific numbered section of the Phase II Solicitation adopted on and dated March 15, 2023. If and when the Department amends any section of the Phase II Solicitation, all references herein to any such section shall be deemed to refer to the section as amended, either in whole or in part, as may be applicable. To the extent that any Phase II Solicitation section (Sections) provision is amended, and thereafter assigned a new section number, any reference herein to the old Phase II Solicitation section number shall be interpreted to refer instead to the Phase II Solicitation section that is intended to replace the content and substance of the former section.

3. Scope of Work

- A. The Scope of Work (“Work”) for this Agreement shall consist of the development and construction by the Recipient, or on behalf of the Recipient, of both the Capital Improvement Project and Housing Development(s) as defined in Section 2 of this Exhibit A.
- B. The Capital Improvement Project is an integral part of or is necessary for the completion of the Housing Development(s). The Recipient is responsible for and shall ensure the completion of the both the Capital Improvement Project and the Housing Development(s) in compliance with Program requirements and the criteria set forth in this Agreement. The Department reserves the right to review and approve all Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any substantial revision to the Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.
- C. The Department, the Recipient and other parties as required by the Department, shall enter into a Disbursement Agreement governing, among other things, the disbursement of Program funds, as more particularly described in Exhibit B, attached hereto.

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EXHIBIT A**4. Proximity to Amenities and Transit**

In response to submissions in the Application, the Department awarded rating points to catalytic qualifying infill areas for proximity of the proposed housing developments to transit (Phase II Solicitation, Section 301(d)) and to amenities (Phase II Solicitation, Section 301(e)). At the request of the Department, Recipient shall provide evidence sufficient to support such award of points by the Department. The Department may refuse to commence or continue the disbursement of Program funds unless and until Recipient responds to such a request in a manner satisfactory to the Department.

5. Performance Milestones

Recipient shall ensure the completion of each phase of construction and development identified in Exhibit E under Provision A-E.3 (collectively, "Performance Milestones"). Each Performance Milestone must be completed by the date set forth as the deadline therefor, or as set forth in the Disbursement Agreement if the Performance Milestones are updated and modified by the Disbursement Agreement. Recipient may apply to the Department for an extension of these deadlines based on good cause shown and best efforts and assurances from the Recipient for timely completion of the remaining Performance Milestones.

6. State Contract Coordinator

The State Contract Coordinator for this Agreement is the Infill Infrastructure Grant Program of 2019 Section Chief, Division of Financial Assistance, or the Chief's designee. Unless otherwise informed, any notice, report, or other communication required by this Agreement shall be mailed by first class to the State Contract Coordinator at the address specified in Exhibit E under Provision A-E.4.

7. Recipient Contract Coordinator

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

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BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Budget

The preliminary projected budget (“Budget”) as referenced in this Exhibit contains the cost items for the design, development, and construction of the approved Capital Improvement Project, including the sources and uses of funds (“Sources and Uses”). The financial information for the foregoing Budget is contained in Exhibit E under Provision B-E.1 in a table entitled “PROJECT BUDGET.”

2. Contract Amount

- A. For the purpose of performing the Work, the Department agrees to provide the amount identified on page one, Section 3, of this Agreement (STD Form 213) in the form of a grant for the uses identified in the Budget. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs. Nor shall the Department have any obligation to pay for cost overruns or increases which result in a total cost for the Capital Improvement Project in excess of that set forth in the Budget.
- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the Budget. Changes in aggregate of ten percent (10%) or less of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department’s express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

- A. To the extent that the Sources and Uses include funds other than Program funds, those funds shall be expended and applied to Project costs as provided in the Budget. Recipient agrees that it will make best efforts to ensure that such other funds specified in the Budget are available for disbursement as provided in this Agreement, and approved for the use specified in the Budget, or as provided for in the Disbursement Agreement described below to the extent the Budget and the Sources and Uses are

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

- B. The Department may require the Recipient to provide an Estoppel Letter, acceptable to the Department, as assurance to the Department that the amount of owner equity or developer funds proposed by the Recipient at application stage and relied upon by the Department in reviewing the financial feasibility of the project, continues to be committed to the project.

4. Completion Dates

- A. All Program funds must be disbursed no later than the date set forth in Exhibit E under Provision B-E.2 (the "Disbursement Deadline"). Funds which have not been disbursed as of the Disbursement Deadline, will no longer be available for this Project. All invoices for payment must be submitted to the Department no later than three (3) months prior to the Disbursement Deadline to ensure payment processing.
- B. This Agreement shall expire on the date set forth in Section 2 of the STD 213 of this Agreement.

5. Method of Payment

- A. Payment shall be made as progress payments as set forth in the Disbursement Agreement. Recipient shall request payment for Work completed on forms provided by the Department and subject to such documentation as the Department may require.
- B. The Department shall not authorize payments unless it determines that the Program funds shall be expended in compliance with the terms and provisions of the Phase II Solicitation, this Agreement, and the Disbursement Agreement.

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- C. The Department shall not authorize payment(s) for pre-development and/or soft costs until the Department has received from the Recipient:
 - i. An executed construction contract; and
 - ii. Evidence, acceptable to the Department, demonstrating that construction period funding sources have been secured, or will be, or have been, converted to permanent funding sources.

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Capital Improvement Project and an updated Budget, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds.
- B. The Disbursement Agreement must be executed by the date set forth in in Exhibit E under Provision B-E.3.

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EXHIBIT D

IIG GENERAL TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by the Department representative's signature on page one of the fully executed Standard Agreement, STD 213. The recipient represents and warrants that construction of the Capital Improvement Project was not commenced as of the deadline for submittal of applications set forth in the Phase II Solicitation. The Recipient agrees that the Work shall be completed as specified in this Agreement, subject to the termination date specified on page one, number two, of this Agreement, unless a written request for an extension is submitted and the Department grants approval in writing at least ninety (90) days prior to the termination or expiration date of this Agreement. Any extension to the termination or expiration date shall require an amendment to this Agreement.

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least fourteen (14) days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any terms and/or special conditions of this Agreement, to include without limitation Section 49 of this Exhibit D. Unless otherwise approved in writing by the Department, upon termination or expiration of this Agreement, any unexpended funds received by the Recipient must be returned to the Department within fourteen (14) days of the written notice of termination.

3. Infill Infrastructure Grant Documents

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

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EXHIBIT D**4. Covenant**

Prior to the disbursement of Program funds, the Recipient, and such other parties as the Department may reasonably require, shall execute a Covenant, which shall require the development and construction of the Housing Development(s) with the number of units and the number of bedrooms per unit, the affordability restrictions, the net density described in Exhibit E under Provision A-E.2, and having such other uses and amenities for which points were granted to the Application, or which were used to meet threshold requirements for funding. The Covenant shall be recorded against fee title of the parcel or parcels of real property on which each Housing Development is to be located and shall be binding on all successors, transferees, and assignees acquiring an interest in the Housing Development(s) as follows:

- A. For rental Housing Development(s), the Covenant shall require the continuation of the affordability of the Housing Development(s) for a period of not less than fifty-five (55) years from the date of the filing of a Notice of Completion for the Housing Development(s).
- B. For homeownership Housing Development(s), the Covenant shall require the continuation of the affordability for a period of not less than thirty (30) years from the date of the filing of a Notice of Completion for the Housing Development(s). Recipient must ensure the affordability of homeownership units through a resale restriction or equity sharing upon resale.
- C. In addition to the Covenant, the Department may request, and if requested, the Recipient shall execute and record a performance deed of trust ensuring the completion of the Housing Development(s) or the Capital Improvement Project. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object, which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised in the event that the Housing Development(s) or Capital Improvement Project are not timely completed, or in the event of an uncured breach of this Agreement.

5. Reliance on Developer(s)

If Recipient is relying on one or more Developers to develop, construct, own, and operate the Housing Development(s), Recipient is solely responsible for

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reviewing Developer's plans, specifications, contracts, and all other documents generated in connection with the Housing Development(s) and ensuring they are in compliance with Program Requirements and Performance Milestones

6. Site Control

- A. The Recipient and/or the Developer must have and maintain site control which complies with Sections 203 and 204 of the Phase II Solicitation, and which the Department determines to be sufficient, to ensure the timely commencement and completion of the Capital Improvement Project and the Housing Development(s). The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Capital Improvement Project and the Housing Development(s) and provide evidence of such instruments prior to the first disbursement of Program funds.
- B. If the Recipient's or the Developer's site control is a leasehold, the lease must comply with 25 C.C.R. § 8316. Recipient must provide a copy of the ground lease for the Department's review and approval. The lessor and lessee will be required to sign the Department's standard lease rider which shall be recorded against the fee interest in the property subject to the leasehold.

7. Appraisals

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

8. Relocation Plan

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

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budget. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department.

9. Article XXXIV

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

10. Environmental Conditions

The Recipient shall, prior to initial distribution, 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 Capital Improvement Project and the Housing Development(s), in conformance with ASTM Standard Practice E 1527, evaluating whether the Capital Improvement Project is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all Environmental Site Assessment Report recommendations including remediation and/or mitigation work have been completed.
- C. All Mitigation requirements required as a result of the Final Environmental Impact Report (“EIR”) or a Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

11. 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 Capital Improvement Project and Housing Development(s), the Recipient, its Contractors or Subcontractors, and any grant activity, including the requirements set forth in section 500 of the Phase II Solicitation.

12. Litigation

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- A. The provisions of this Agreement shall be severable. 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.
- 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.

13. Insurance

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

14. Change of Conditions

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

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 Capital Improvement Project and Housing Development(s) with respect to which assistance is being provided under this Agreement. Recipient's contracts with such third parties must require that the Department be put on notice of any changes and delays which will put the project out of compliance with Performance Milestone deadlines. The Recipient shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Capital Improvement Project and Housing Development(s) in accordance with this Agreement.

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EXHIBIT D**16. Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The Department's failure 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 as a waiver of such provisions nor 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 Certification & Legal Status Form ("Certificate") listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient's performance of the Scope of Work. The Certificate shall be in a form provided by the Department. At the Department's request, Recipient shall submit contracts, instruments, documents, correspondence, or other writings relating to Recipient's relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department to the extent necessary to ensure compliance with Program requirements and this Agreement.

DESIGN**18. Architect**

The Recipient shall utilize the services of an architect and/or an engineer to provide professional design and engineering services for the Capital Improvement Project and Housing Development(s). Recipient must ensure that an architect and/or an engineer 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 Section 35, of this Exhibit D. At the request of the Department, Recipient shall submit all contracts for these services to the Department for its review and approval.

Additionally, after construction completion, but prior to conversion to permanent financing, the Recipient shall provide to the Department a certification of compliance with the accessibility requirements of Section 500(f) of the Phase II Solicitation, signed by the Recipient or Developer and the project architect as well as third party documentation confirming compliance by a Certified Access

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Specialist (CAsp) with demonstrated experience meeting federal accessibility standards, or by an architect with demonstrated experience meeting federal accessibility standards.

19. Plans and Specifications and Project Cost Estimates

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

20. Reasonable Development Costs

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

21. Adaptability and Accessibility

The Capital Improvement Project and Housing Development(s) shall comply with all applicable federal, state, and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction, and rehabilitation of projects, including accessibility requirements set forth at Section 500(f) of the Phase II Solicitation.

22. Acoustics Report

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

23. Approval by Public Works Department

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

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EXHIBIT D**CONSTRUCTION****24. Construction Contract**

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

25. Contractor's Assurance of Completion

The Contractor(s) shall provide security to assure completion of the Capital Improvement Project by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer, which is acceptable to the Department. The Performance Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the faithful performance of the Construction Contract(s) including a warranty period of at least twelve (12) months after completion. The Payment Bond shall be in an amount at least equal to 100 percent (100%) of the approved construction costs included in the Construction Contract(s) to provide security for the payment of all persons performing labor on the Capital Improvement Project and Housing Development(s) and furnishing materials in connection with the Construction Contract. A Letter of Credit shall be in an amount equal to at least 20 percent (20%) of the approved construction costs included in the Construction Contract(s), in the form of an unconditional irrevocable, stand-by letter of credit. The Department shall be named as an additional obligee in the Bonds or an additional beneficiary under the Letter of Credit.

26. Broadband

Recipient shall ensure that the Housing Development(s) is physically capable of accommodating broadband service with at least a speed of 25 megabits per second for downloading and 3 megabits per second for uploading. Internet Service and its ongoing fee are not required.

27. Prevailing Wages

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

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

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from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not responded to in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

29. Signage and Photographs

Recipient shall place signs on the construction site for the Capital Improvement Project and Housing Development(s) stating that the Department is providing financing through the Infill Infrastructure Grant Program in an appropriate location(s), typeface and size containing the message set forth in Exhibit E under provision D-E.1.

The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the Department acknowledgement and logo shall also be displayed in a similar size and layout. A copy of the Department logo can be obtained by contacting the Department Contract Manager.

Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Capital Improvement Project and the Housing Development(s) by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement, authorizing use of said photographs, all at no expense to the Department.

INSPECTION OF GRANT ACTIVITIES

30. Site Inspection

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

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31. Capital Improvement Project and Housing Development(s) Inspection

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Capital Improvement Project and Housing Development(s) to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and/or local requirements, the Phase II Solicitation and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.
- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.
- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.
- D. The Department shall have no affirmative duty to inspect the Capital Improvement Project or the Housing Development(s) and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to 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 Capital Improvement Project and Housing Development(s).

32. Audit/Retention and Inspection

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- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four (4) years after recordation of the Notice of Completion of the Housing Development, 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 Capital Improvement Project or the Housing Development(s). At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.
- D. The audit shall be performed by a qualified State, Department, local or independent auditor. The Agreement for audit shall include a clause, which permits access by the Department to the independent auditor's working papers.
- E. If there are audit findings, the Recipient shall submit a detailed response to the Department for each audit finding. The Department will review the response and, if it agrees with the response, the audit process ends, and the Department will notify the Recipient in writing. If the Department is not in agreement, the Recipient will be contacted in writing and will be informed as to the corrective actions required to cure any audit deficiencies. This action could include the repayment of disallowed costs or other remediation.
- 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.

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COMPLETION OF CONSTRUCTION

33. 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.

34. Architect Certification

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

35. Cost Certification

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

36. Recorded Notice of Completion

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

37. “As-Built” Plans and Specifications

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

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HOUSING DEVELOPMENT(S) REQUIREMENTS

38. Confirmation of Permitted Housing Units

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

39. Proximity to Amenities

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

40. Access to Transit

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

41. Fiscal Integrity

If Recipient is relying on a Developer or Developers to own and operate the Housing Development(s), the contract between the Recipient and Developer(s) must require the Housing Developments to have, and continue to have, Fiscal Integrity (as that term is defined in the Phase II Solicitation) consistent with planned rents in the units subject to affordability restrictions imposed by this Agreement.

EXHIBIT D**42. Affirmatively Furthering Fair Housing**

Recipient must develop, own, and operate the Housing Development(s) in a manner which is consistent with Affirmatively Furthering Fair Housing as that term is defined in Section 102 of the Phase II Solicitation. If Recipient is relying on Developer(s) to develop, own, and operate the Housing Development(s), Recipient must contractually obligate the Developer(s) to do so in a manner which is consistent with Affirmatively Furthering Fair Housing.

REPORTING REQUIREMENTS**43. Reports on Capital Improvement Project**

Recipient shall submit, upon request of the Department, a periodic performance report regarding the construction of the Capital Improvement Project, including, but not limited to, substantiation of grant expenditures and housing outcomes, including levels of affordability as provided in the Application. The reports will be filed on forms provided by the Department.

44. Reports on Housing Development(s)

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

45. Updated Information

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

46. Monitoring Requirements

The Department shall perform regular monitoring of the Housing Development(s) and/or fiscal monitoring of the grant pursuant to Section 702 of the Phase II Solicitation. The Recipient agrees to cooperate with any such monitoring and

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provide reasonable access to all Capital Improvement Project files, records, documents and other information to employees or representatives of the Department. The Recipient shall resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department.

REPAYMENT OF GRANT FUNDS

47. Breach of this Agreement

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

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that Work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed Work.
- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Capital Improvement Project in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or in law or equity.

48. Cancellation

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

- A. An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement.
- B. The objectives and requirements of the Program cannot be met by continuing the commitment or this Agreement.
- C. Construction of the Capital Improvement Project or Housing Development(s) cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement.

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D. Funding or disbursement conditions have not been or cannot be fulfilled within required periods.

49. Repayment of Grant Funds for Failure to Develop Housing

Recipients will be required to repay disbursed Program grant funds where construction of residential units in the Housing Development(s) used as the basis for calculating the grant amount pursuant to Section 103 of the Phase II Solicitation has not received building permits within four (4) years from the date of the Program grant award. The amount to be repaid shall be the same proportion to the total grant amount as the number of residential units where construction has not timely commenced to the total number of designated residential units.

EXHIBIT E**QIA PROJECT-SPECIFIC PROVISIONS AND SPECIAL CONDITIONS****1. PROJECT-SPECIFIC PROVISIONS**

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

Provision A-E.1 (As referenced in Exhibit A, Section 2.A)

[Insert Description of Capital Improvement Project]

Provision A-E.2 (As referenced in Exhibit A, Section 2.E)

Housing Development #1 Location (APN, address, parcel map, specific plan or similar reference) City and County			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total	_____	_____	_____

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Housing Development #2 Location (APN, address, parcel map, specific plan or similar reference) City and County			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total	_____	_____	_____

**{ADD OR REMOVE ROWS FOR EACH HOUSING DEVELOPMENT UNIT MIX AS
NEEDED}**

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Housing Development #3 Location (APN, address, parcel map, specific plan or similar reference) City and County			
Enter the number of units by bedroom size and income level.			
# of Bedrooms	# of Units	IIG Restricted	Income Limit (% of AMI)
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
Total	_____	_____	_____

**{ADD OR REMOVE ROWS FOR EACH HOUSING DEVELOPMENT UNIT MIX AS
NEEDED}**

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EXHIBIT E**Provision A-E.3** (As referenced in Exhibit A, section 5)**PERFORMANCE MILESTONES**

Performance Milestone	CIP	HD #1	HD #2	HD #3	HD #4
Executed binding agreement between the Recipient and Developer of the proposed Housing Development detailing the terms and conditions of the Project development.	_____	_____	_____	_____	_____
Site Control of Housing Development site(s) by Developer.	_____	_____	_____	_____	_____
Completion of all necessary environmental clearances, including those required under CEQA.	_____	_____	_____	_____	_____
Obtaining all necessary and discretionary public land use approvals.	_____	_____	_____	_____	_____
Obtaining all enforceable funding commitments for the Housing Development(s).	_____	_____	_____	_____	_____
Obtaining all enforceable funding commitments for all construction period financing.	_____	_____	_____	_____	_____
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses (as defined in Exhibit B to this Agreement) including substantially final construction/permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	_____	_____	_____	_____	_____
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	_____	_____	_____	_____	_____
Commencement of construction.	_____	_____	_____	_____	_____
Construction complete and the filing of the Certificate of Occupancy.	_____	_____	_____	_____	_____

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Provision A-E.4 (As referenced in Exhibit A, section 6)

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

Provision A-E.5 (As referenced in Exhibit A, section 7)

Recipient:	Insert Contact Info Here
Authorized Representative Name:	Insert Contact Info Here
Authorized Representative Title:	Insert Contact Info Here
Address:	Insert Contact Info Here
Phone No.:	Insert Contact Info Here
Email Address:	Insert Contact Info Here

[Remainder of page is blank.]

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EXHIBIT E**Provision B-E.1** (As referenced in Exhibit B, section 1)**PROJECT BUDGET**

CAPITAL IMPROVEMENT PROJECT DEVELOPMENT BUDGET AND SOURCES				
PROJECT NAME		APPLICANT(s)		
ESTIMATED CAPITAL IMPROVEMENT PROJECT COSTS		DEVELOPMENT COSTS BY FUNDING SOURCE		
Costs Category	Total Amount	IIG Program	Other Source	Other Source
TOTAL CQIA* PROJECT ACTIVITY				
Total Hard Project Costs	\$ _____	\$ _____	\$ _____	\$ _____
Total Soft, Other Related Costs	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL PROJECTED CIP COSTS	\$ _____	\$ _____	\$ _____	\$ _____

* Catalytic Qualifying Infill Area

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

Pursuant to the Phase II Solicitation, at section 600(b), the “Disbursement Deadline,” as used in Exhibit B, section 4.B, is June 30, 2027. Final disbursement requests must be submitted to the Department no later than March 31, 2027.

Provision B-E.3 (As referenced in Exhibit B, section 6.B)

The Disbursement Agreement must be executed within two (2) years from [INSERT AWARD DATE] (the date of award).

[Remainder of page is blank.]

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EXHIBIT E**Provision D-E.1** (As referenced in Exhibit D, section 30)

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

PROJECT NAME: «*Project_Name*»

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

2. SPECIAL CONDITIONS

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

A. Site Control of Housing Development(s)

[DELETE IF INAPPLICABLE] Recipient will be relying upon the Developer(s) identified in the table below for capacity, experience, and site control of the Housing Development(s) to satisfy Section 204(d) of the Phase II Solicitation. Each Developer identified in the table below shall maintain a controlling interest in the Housing Development identified next to its name.

HOUSING DEVELOPMENT	DEVELOPER
HD #1	[Insert full legal name of housing developer]
HD #2	[Insert full legal name of housing developer]
HD #3	[Insert full legal name of housing developer]

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B. Housing Element

[DELETE IF INAPPLICABLE] At time of award, Recipient was undergoing Department review of its housing element, or was receiving Department technical assistance to bring its housing element into compliance with Article 10.6 (commencing with Section 65580) of Chapter 3 of Division 1 of Title 7 of the Government Code. Prior to any disbursement of Program Funds, Recipient must receive a final housing element certification from the Department.

C. Adaptive Reuse Ordinances

[DELETE IF INAPPLICABLE] At time of Application, Recipient submitted evidence that the development of the Capital Improvement Project and/or Housing Development(s) would be facilitated by [INSERT DESCRIPTION OF ORDINANCES AND OTHER ZONING AND BUILDING PROVISIONS] which were not yet in existence, but which were planned. The Department awarded points based upon these planned ordinances and/or zoning and building provisions. Prior to any disbursement of Program Funds, Recipient must submit evidence satisfactory to the Department that the ordinances and/or zoning and building provisions which garnered points at the application stage exist and are in full effect as contemplated in the Application.

D. Other Departmental Funding

In the event the Project is, or has been, awarded additional Departmental funding, any and all such funding will be cross defaulted to and among one another in the respective loan or grant documents. A default under one source of Departmental funding shall be a default under any and all other sources of Departmental funding in the Project.

HCD IIG Catalytic Qualifying Infill Area Grant Expenditure Schedule

Proposed expenditures for the HCD IIG Catalytic Qualifying Infill Area Grant.

Agency Name	Project Description	HCD Funding Amount
City and County of San Francisco	Funds from the IIG Program will support work including site preparation, site utilities, surface improvements, environmental mitigation, structured parking, transit improvements and impact fees. Will include infrastructure improvements for (1) housing development related to the revitalization and master development of up to 1770 units of replacement public housing, affordable housing and market rate housing, commonly known as the Sunnydale HOPE SF Development, (2) housing development related to the revitalization and master development of up to 8,000 units of replacement public housing, affordable housing and market rate housing, commonly known as the Treasure Island Project and (3) housing development related to the mixed-use urban village including up to 1575 units of affordable and market rate housing commonly known as the India Basin Development.	\$45,000,000

TOTAL HCD: \$45,000,000

**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



August 22, 2023

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

Dear Eric D. Shaw:

**RE: Conditional Award Commitment and Acceptance of Terms and Conditions
Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area
Notice of Funding Availability, March 15, 2023, and as Subsequently Amended
City and County of San Francisco – *San Francisco CQIA (CCSF CQIA)*
Contract No. 23-IIGC-17922**

The California Department of Housing and Community Development (**Department**) issued a Notice of Funding Availability on March 15, 2023, and subsequently amended, for the Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area (**IIGC**). The Department is pleased to inform you of this conditional award to the City and County of San Francisco. This conditional award is a grant in the amount of \$45,000,000 (**Conditional Award**) for the above-referenced **Capital Improvement Project** and includes the following:

Program	Award Amount	Contract Number
Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area (IIGC)	\$45,000,000	23-IIGC-17922

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 (**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 IIGC NOFA, the Recipient submitted an application for financing of the Capital Improvement Project (that application, and all communications and documentation submitted to the Department in support thereof, the **Application**).

Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area, Conditional Award Commitment
City and County of San Francisco – *San Francisco CQIA (CCSF CQIA)*
Contract No. 23-IIGC-17922
August 22, 2023
Page 2

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

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

The Recipient 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 Infill@hcd.ca.gov.

Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area, Conditional Award Commitment
City and County of San Francisco – *San Francisco CQIA (CCSF CQIA)*
Contract No. 23-IIGC-17922
August 22, 2023
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B. Timely Delivery of Resolution and Organizational Documents

The Recipient shall deliver to the Department, within sixty (60) calendar days of the date upon this Conditional Award Commitment, legally sufficient Resolution and Organizational Documents, as further described and specified below. Specifically, the Recipient shall deliver a duly adopted authorizing resolution, as well as a complete and duly filed or adopted set of organizational documents and all amendments (**Resolution and Organizational Documents**), for each of the following entities as applicable: each Recipient entity; the ultimate Recipient of the Conditional Award funds (**Recipient**); and each separate legal entity that is part of the Recipient's or Recipient's organizational structure. Each entity's resolution must constitute, to the Department's reasonable satisfaction, an unconditional, duly adopted, and legally binding Resolution 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 Recipient's demonstration of necessity.

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

The Department will post resolution templates on its website as informational guidance. Please note that use of the resolution templates is not compulsory. However, use of the provided templates will assist in the timely review and approval of the Standard Agreement. While entities may choose to use modified language in their resolutions, Recipients 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 Recipient to resubmit the Resolution 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 Recipient'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 Resolutions and

Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area, Conditional Award
Commitment
City and County of San Francisco – *San Francisco CQIA (CCSF CQIA)*
Contract No. 23-IIGC-17922
August 22, 2023
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Organizational Documents, in connection with this Capital Improvement Project and as applicable.

IV. Deadline to Secure Permanent Financing

Please note that the Recipient must secure all permanent financing, including tax credits and bond allocations as set forth in the Solicitation.

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

Sincerely,

A handwritten signature in blue ink, appearing to read "Jennifer Seeger". The signature is fluid and cursive, with the first name "Jennifer" written in a larger, more prominent script than the last name "Seeger".

Jennifer Seeger
Deputy Director
Division of State Financial Assistance

Enclosure: Acceptance of Terms and Conditions of Conditional Award Form

California Department of Housing and Community Development

Infill Infrastructure Grant Program of 2022 NOFA, Round 10

Acceptance of Terms and Conditions of Conditional Award

City and County of San Francisco - *San Francisco CQIA (CCSF CQIA)* ("**Capital Improvement Project**")

Infill Infrastructure Grant award totaling \$45,000,000; ("**Conditional Award**") as detailed below:

Program	Award Amount	Contract Number
Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area (IIGC)	\$45,000,000	23-IIGC-17922

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 August 22, 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 September 1, 2023.

The Recipient acknowledges receipt of the attached Non-Disclosure and Media Blackout Agreement (NDA).

DocuSigned by:

Eric D. Shaw
65EBDF91D096444...

8/23/2023 | 1:50 PM PDT

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

Date

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

- ☐ Authorized Representatives Verified
☐ All Parties Signed

Date Received: _____

**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



August 22, 2023

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

Dear Eric D. Shaw:

**RE: Non-Disclosure and Media Blackout Agreement (NDA)
Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area
Notice of Funding Availability, March 15, 2023, and as subsequently amended
City and County of San Francisco – *San Francisco CQIA (CCSF CQIA)***

The California Department of Housing and Community Development ("HCD") is in receipt of the Capital Improvement Project application named above. Your Capital Improvement Project has been reviewed by Program staff for an award.

The Infill Infrastructure Grant Program - Catalytic Qualifying Infill Area (IIGC) award is under a media and public announcement embargo until released by the Office of the Governor or otherwise notified by HCD staff. HCD will provide updates on the timing of the public award announcement and provide a social media toolkit and a quote from the HCD Director for use in local media releases.

Please reply to this email and provide the name, email, and phone number of your Public Information Officer.

Should you want to host an in-person event or press announcement, please complete HCD's [online speaker request form \[calhcd.service-now.com\]](https://calhcd.service-now.com/) to ensure the request is routed to our executive office.

Please fully execute this NDA acknowledging the requirements listed above in the event your project is awarded IIGC funding.

Date: 8/23/2023 | 1:50 PM PDT

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

Eric D. Shaw, Director, Mayor's Office of Hsg. & Community Dev.

Sincerely,

A handwritten signature in blue ink, appearing to read "Lynn Jones".

Lynn Jones, Section Chief
Program Design and Implementation Branch
Division of State Financial Assistance

cc: eric.shaw@sfgov.org



SAN FRANCISCO PLANNING DEPARTMENT

Planning Commission Motion No 18325 ENVIRONMENTAL IMPACT REPORT CERTIFICATION

Hearing Date: April 21, 2011
Case No.: 2007.0903E
Project Address: Treasure Island and Yerba Buena Island
Zoning: P (Public)
40-X Height and Bulk District
Block/Lot: 1939/001 and 002
Project Sponsors: Treasure Island Development Authority
Rich Hillis, Director of Development
City Hall, Room 448
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94111
and
Treasure Island Community Development, LLC
Alexandra Galovich
Wilson Meany Sullivan
Four Embarcadero Center, Suite 3300
San Francisco, CA 94102
Staff Contact: Rick Cooper – (415) 575-9027
Rick.cooper@sfgov.org

1650 Mission St.
Suite 400
San Francisco,
CA 94103-2479

Reception:
415.558.6378

Fax:
415.558.6409

Planning
Information:
415.558.6377

ADOPTING FINDINGS RELATED TO THE CERTIFICATION OF A FINAL ENVIRONMENTAL IMPACT REPORT FOR THE PROPOSED TREASURE ISLAND/YERBA BUENA ISLAND PROJECT.

MOVED, that the San Francisco Planning Commission (hereinafter "Commission") hereby CERTIFIES the Final Environmental Impact Report identified as Case No. 2007.0903E (hereinafter "Project"), based upon the following findings:

1. The City and County of San Francisco, acting through the Planning Department (hereinafter "Department") fulfilled all procedural requirements of the California Environmental Quality Act (Cal. Pub. Res. Code Section 21000 *et seq.*, hereinafter "CEQA"), the State CEQA Guidelines (Cal. Admin. Code Title 14, Section 15000 *et seq.*, hereinafter "CEQA Guidelines") and Chapter 31 of the San Francisco Administrative Code (hereinafter "Chapter 31").
 - A. The Department determined that an Environmental Impact Report (hereinafter "EIR") was required and provided public notice of that determination by publication in a newspaper of general circulation on January 26, 2008.
 - B. On July 12, 2010, the Department published the Draft Environmental Impact Report (hereinafter "DEIR") and provided public notice in a newspaper of general circulation of

the availability of the DEIR for public review and comment and of the date and time of the Planning Commission public hearing on the DEIR; this notice was mailed to the Department's list of persons requesting such notice.

- C. Notices of availability of the DEIR and of the date and time of the public hearing were posted near the project site by Department staff on July 12, 2010.
 - D. On July 12, 2010, copies of the DEIR were mailed or otherwise delivered to a list of persons requesting it, to those noted on the distribution list in the DEIR, to adjacent property owners, and to government agencies, the latter both directly and through the State Clearinghouse.
 - E. Notice of Completion was filed with the State Secretary of Resources via the State Clearinghouse on July 12, 2010.
- 2. The Commission held a duly advertised public hearing on said DEIR on August 12, 2010, at which opportunity for public comment was given, and public comment was received on the DEIR. The period for acceptance of written comments ended on September 10, 2010.
 - 3. The Department prepared responses to comments on environmental issues received at the public hearing and in writing during the 59-day public review period for the DEIR, prepared revisions to the text of the DEIR in response to comments received or based on additional information that became available during the public review period, and corrected errors in the DEIR. This material was presented in a Comments and Responses document, published on March 10, 2011, distributed to the Commission and all parties who commented on the DEIR, and made available to others upon request at the Department.
 - 4. A Final Environmental Impact Report has been prepared by the Department, consisting of the Draft Environmental Impact Report, any consultations and comments received during the review process, any additional information that became available, and the Comments and Responses document all as required by law.
 - 5. Following publication of the Environmental Impact Report, the Project's structure and financing were changed from a Redevelopment Plan and financing mechanism to an Area Plan to be included within the San Francisco General Plan and partial financing through an Infrastructure Financing District. These changes in turn result in the amount of affordable housing units to be reduced from approximately 2,400 units to 2,000 units. A memorandum describing these changes and other minor Project changes since publication of the EIR has been prepared and distributed by the Department which describes and evaluates these changes and presents minor amendments to the text of the EIR to reflect the changes. The memorandum demonstrates and concludes that the revisions to the Project would not substantially change the analysis and conclusions of the EIR. No new significant impacts or substantial increase in the severity of already identified significant impacts, no new mitigation measures, and no new alternatives result from these changes. Thus recirculation of the EIR for public review and comment is not required.

6. Project Environmental Impact Report files have been made available for review by the Commission and the public. These files are available for public review at the Department at 1650 Mission Street, and are part of the record before the Commission.
7. On April 21, 2011, the Commission reviewed and considered the Final Environmental Impact Report and hereby does find that the contents of said report and the procedures through which the Final Environmental Impact Report was prepared, publicized, and reviewed comply with the provisions of CEQA, the CEQA Guidelines, and Chapter 31 of the San Francisco Administrative Code.
8. The Planning Commission hereby does find that the Final Environmental Impact Report concerning File No. 2007.0903E reflects the independent judgment and analysis of the City and County of San Francisco, is adequate, accurate and objective, and that the Comments and Responses document contains no significant revisions to the DEIR, and hereby does CERTIFY THE COMPLETION of said Final Environmental Impact Report in compliance with CEQA and the CEQA Guidelines.
9. The Commission, in certifying the completion of said Final Environmental Impact Report, hereby does find that the project described in the Environmental Impact Report:
 - A. Will result in the following significant and unavoidable project-specific environmental impacts:
 - 1) Alteration of scenic vistas of San Francisco and San Francisco Bay from public vantage points along the eastern shoreline of San Francisco, Telegraph Hill, the East Bay shoreline, and from the Bay Bridge east span.
 - 2) Impairment of the significance of an historical resource by demolition of the Damage Control Trainer.
 - 3) Construction impacts on the transportation and circulation network, including increased delay and congestion on the Bay Bridge near the ramps during the peak periods, and disruption to transit, pedestrian, bicycle, and vehicular traffic on the Islands due to roadway closures.
 - 4) Significant contribution to existing LOS E operating conditions during the weekday PM peak hour and during the Saturday peak hour at the eastbound off-ramp on the west side of Yerba Buena Island.
 - 5) Under conditions without the TI/YBI Ramps Project, traffic impacts at the two westbound on-ramps.
 - 6) Under conditions with the Ramps Project, traffic impacts during the AM and PM peak hours at the ramp meter at the westbound on-ramp on the east side of Yerba Buena Island.

- 7) Queuing at the Bay Bridge toll plaza during the weekday AM peak hour, with and without the TI/YBI Ramps Project.
- 8) Queuing on San Francisco streets approaching Bay Bridge during the weekday PM peak hour with and without the TI/YBI Ramps Project.
- 9) Traffic impact at the following nine intersections:
 - Intersection of First/Market;
 - Intersection of First/Mission;
 - Intersection of First/Folsom;
 - Intersection of First/Harrison/I-80 Eastbound On-Ramp;
 - Intersection of Bryant/Fifth/I-80 Eastbound On-Ramp; and
 - Intersection of Fifth/Harrison/I-80 Westbound Off-Ramp
 - Intersection of Folsom/Essex;
 - Intersection of Bryant/Sterling; and
 - Intersection of Second/Folsom.
- 10) Exceedance of the available transit capacity of Muni's 108-Treasure Island bus line serving the Islands during the AM, PM and Saturday peak hours.
- 11) AC Transit operations on Hillcrest Road between Treasure Island and the eastbound on-ramp to the Bay Bridge without the Ramps Project.
- 12) AC Transit operations on Treasure Island Road and Hillcrest Road between Treasure Island and the eastbound on-ramp to the Bay Bridge with the Ramps Project.
- 13) Traffic congestion in downtown San Francisco, which would increase travel time and would impact operations of the following three bus lines:
 - Muni 27-Bryant;
 - Muni 30X-Marina Express; and
 - Muni 47-Van Ness bus line.
- 14) Exceedance of the capacity utilization standard on Muni's 108-Treasure Island bus line serving the Islands from a shift from auto to transit modes, resulting from parking

shortfall on the Islands and leading to an increase in transit travel demand during the peak hours.

- 15) Construction noise levels above existing ambient conditions.
 - 16) Exposure of persons and structures to excessive ground-borne vibration or ground-borne noise levels during construction from on-shore pile "impact activities," such as pile driving and deep dynamic compaction, and vibro-compaction.
 - 17) Increase in ambient noise levels in the project vicinity above existing ambient noise levels from project-related traffic and ferry noise.
 - 18) Violation of air quality standards.
 - 19) Exposure of sensitive receptors to substantial levels of toxic air contaminants.
 - 20) Exposure of sensitive receptors to substantial levels of PM2.5.
 - 21) Violation of air quality standards during project operations.
 - 22) Exposure of sensitive receptors to substantial pollutant concentrations.
 - 23) Potential conflict with adopted plans related to air quality.
 - 24) Temporary wind hazard impacts during phased construction.
 - 25) Potential exposure of publicly accessible locations within the Project Site to wind hazards
 - 26) Potential adverse impacts on movement of rafting waterfowl from ferry operations.
- B. Will contribute considerably to the following cumulative environmental impacts:
- 1) Potential cumulative construction-related traffic impacts in the project vicinity.
 - 2) Cumulative traffic impacts at the eastbound off-ramp on the west side of Yerba Buena Island.
 - 3) Under conditions without the Ramps Project, cumulative traffic impacts at the two westbound on-ramps.
 - 4) Under conditions with the Ramps Project, cumulative traffic impacts during the AM and PM peak hours at the ramp meter at the westbound on-ramp on the east side of Yerba Buena Island.
 - 5) Cumulative queuing impacts at the Bay Bridge toll plaza during the AM and PM peak hours.

6) Cumulative queuing impacts on San Francisco streets approaching the Bay Bridge during the weekday AM and PM and Saturday peak hours.

7) Traffic impact at the following nine intersections:

- Intersection of First/Market;
- Intersection of First/Mission;
- Intersection of First/Folsom;
- Intersection of First/Harrison/I-80 Eastbound On-Ramp;
- Intersection of Bryant/Fifth/I-80 Eastbound On-Ramp;
- Intersection of Fifth/Harrison/I-80 Westbound Off-Ramp
- Intersection of Folsom/Essex;
- Intersection of Bryant/Sterling; and
- Intersection of Second/Folsom.

8) Cumulative traffic congestion in downtown San Francisco, which would increase travel time and would impact operations of the following four bus lines:

- Muni 27-Bryant bus line;
- Muni 30X-Marina Express bus line;
- Muni 47-Van Ness bus line; and
- Muni 10-Townsend bus line.

9) Cumulative construction noise impacts from other cumulative development in the area, including the Clipper Cove Marina and the Yerba Buena Island Ramps Improvement Project, which could have construction activities that occur simultaneously with those of the Project.

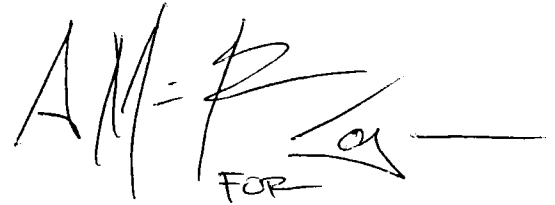
10) Increases in traffic from the project in combination with other development would result in cumulative traffic noise impacts.

11) Cumulative air quality impacts.

11) The Project, when combined with other cumulative projects, could result in exposure of publicly accessible locations within the Project Site to wind hazards.

12) Potential cumulative impacts on rafting waterfowl.

I hereby certify that the foregoing Motion was ADOPTED by the Planning Commission at its regular meeting of April 21, 2011.

A handwritten signature in black ink, appearing to read 'Linda Avery', with the word 'FOR' written below it.

Linda Avery
Commission Secretary

AYES: Commissioners Antonini, Borden, Fong, Miguel
NOES: Commissioners Olague, Moore, Sugaya
ABSENT: None
ADOPTED: April 21, 2011

**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 30, 2025

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

Dear Eric D. Shaw:

RE: Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area – Round 10
Project: San Francisco CQIA (CCSF CQIA)
Contract No. 23-IIGC-17922
Unit Mix Change
Change in Qualified Infill Area

The California Department of Housing and Community Development (Department) previously awarded the City and County of San Francisco (City and County) **\$45,000,000** on August 22, 2023, under the Infill Infrastructure Grant Program Guidelines and Notice of Funding Availability Phase II Application Solicitation.

On June 20, 2025, the Department was notified of a six-months extension request to the performance milestone requirements as outlined in the IIG Solicitation dated March 15, 2023, Article 6, Section 600 (a), specifically execution of a Standard Agreement and Disbursement Agreement within 2 years of Award. Section 600(a)(8) allows the Department to grant an extension under exceptional circumstances. The Department approved the six-months extension request through February 22, 2026. The change was memorialized and approved in the Change Circumstance Letter (CCL) dated August 12, 2025.

On July 29, 2025, the Department was notified of changes in the unit mix. The unit mix was changed by increasing the total number of Housing Development (HD) by 3 from 5 to 8. The Anchor Housing Development (HD) #1, India Basin, decreased units by 211 units from 392 to 181. HD #4, Portero Block R, with 86 units is removed and replaced by Treasure Island IC4.3 with 150 units, HD #5, Portero Block Q, with 127 units is removed and replaced with Treasure Island E1.2 with 100 units. HD #6 Treasure Island BHB with 120 market units, HD #7, Island Basin Flats with 150 homeownership units, and HD #8, Island Basin Midrise, 150 market rate units, are added. This will result in an additional 246 units, with the total number of units increasing from 789 to 1,035. Program staff completed an analysis to ensure no impact on the grant award, affordability, net density factor or score.

1. The total Units in the Qualified Infill Area (QIA) comprise of 8 Housing Developments (HD), totaling 1,035 Units. As revised, Project CQIA meets the requirements of Guideline Section 204(a), with at least 15 percent affordable units (504 affordable units / 1,035 total units = 48.69%).

CCL #1:

	Homeowner	Rental	Total Units
HD 1	0	392	392
HD 2	0	89	89
HD 3	0	95	95
HD 4	0	86	86
HD 5	0	127	127
HD 6	0	0	0
HD 7	0	0	0
HD 8	0	0	0
HD 9	0	0	0
HD 10	0	0	0
Totals	0	789	789

Revised Unit Mix:

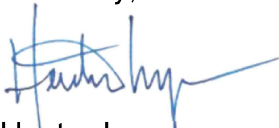
	Homeowner	Rental	Total Units
HD 1	0	181	181
HD 2	0	89	89
HD 3	0	95	95
HD 4	0	150	150
HD 5	0	100	100
HD 6	0	120	120
HD 7	150	0	150
HD 8	0	150	150
HD 9	0	0	0
HD 10	0	0	0
Totals	150	885	1035

2. The original application award provided an IIG Total Units Base Grant Limit with Adjustment Factor of \$50,739,580 allowing a maximum Grant limit of \$45,000,000. The revised application award provided an IIG Total Units Base Grant Limit with Adjustment Factor of \$49,935,496 allowing a maximum Grant limit of \$45,000,000. The amount requested for the Capital Improvement Project is and was \$45,000,000. The NOFA requires the awarding of the lesser of the two. The revised unit mix changed the NDF from 1.48 to 1.52, which did not impact the eligible grant amount or award of \$45,000,000.
3. NOFA Rating and Ranking Section 301 (a), Number of Housing Units, (b), Depth and Affordability, and (c), Net Density, did not have the scores impacted with the overall score remaining at 82. This score remains unchanged and is still ranked high enough to successfully receive an award.

As a result, the changes requested as described above have been reviewed and approved by the Department. Negative points will not be assessed for any changes listed above for this Project.

For further information, please contact me at Hector.Leyva@hcd.ca.gov or (916) 490-9313.

Sincerely,



Hector Leyva
Section Chief
Climate Investments Branch
Multifamily Finance and Loan Closing

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



Daniel Lurie
Mayor

Daniel Adams
Director

TO: Angela Calvillo, Clerk of the Board of Supervisors

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

DATE: September 12, 2025

SUBJECT: Accept and Expend Resolution for Infill Infrastructure Grant (IIG) Program – Catalytic Qualifying Infill Area

GRANT TITLE: Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area

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

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

X Grant information form

X Grant budget

X Ethics Form 126

X Grant application

X Grant award letter from funding agency

X Grant agreement

N/A Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

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

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

OFFICE OF THE MAYOR
SAN FRANCISCO



DANIEL LURIE
MAYOR

TO: Angela Calvillo, Clerk of the Board of Supervisors
FROM: Adam Thongsavat, Liaison to the Board of Supervisors
RE: Accept and Expend Grant - California Department of Housing and Community Development Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area - \$45,000,000
DATE: October 21, 2025

Resolution authorizing the Mayor's Office of Housing and Community Development ("MOHCD") to execute a Standard Agreement with California Department of Housing and Community Development ("HCD" or "Department") under the Infill Infrastructure Grant Program – Catalytic Qualifying Infill Area for a total award of \$45,000,000, disbursed by HCD as a grant to the City for infrastructure improvements for (1) housing development related to the revitalization and master development of up to 1770 units of replacement public housing, affordable housing and market rate housing, commonly known as the Sunnydale HOPE SF Development ("Sunnydale Project"), (2) housing development related to the revitalization and master development of up to 8,000 units of affordable housing and market rate housing, commonly known as the Treasure Island Project ("Treasure Island Project"), and (3) housing development related to the mixed-use urban village including up to 1575 units of affordable and market rate housing commonly known as the India Basin Development ("India Basin Project") for the period starting on the execution date of the Standard Agreement to June 30, 2031, and as amended.

Should you have any questions, please contact Adam Thongsavat at adam.thongsavat@sfgov.org