

BOARD of SUPERVISORS



City Hall
1 Dr. Carlton B. Goodlett Place, Room 244
San Francisco 94102-4689
Tel. No. (415) 554-5184
Fax No. (415) 554-5163
TDD/TTY No. (415) 554-5227

MEMORANDUM

GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE

SAN FRANCISCO BOARD OF SUPERVISORS

TO: Supervisor Dean Preston, Chair
Government Audit and Oversight Committee

FROM: John Carroll, Assistant Clerk

DATE: June 4, 2021

SUBJECT: **COMMITTEE REPORT, BOARD MEETING**
Tuesday, June 8, 2021

The following file should be presented as COMMITTEE REPORT at the regular Board meeting on Tuesday, June 8, 2021. This ordinance was acted upon at the regular Government Audit and Oversight Committee meeting on Thursday, June 3, 2021, at 10:00 a.m., by the votes indicated.

Item No. 25 File No. 210570

Resolution authorizing the Mayor's Office of Housing and Community Development ("MOHCD") to execute the Standard Agreements with the California Department of Housing and Community Development ("HCD") under the Affordable Housing and Sustainable Communities Program for a total award of \$25,319,112 including \$15,319,112 disbursed by HCD as a loan to the Balboa Park Housing Partners L.P. ("Developer") for a 100% affordable housing project at 2340 San Jose Avenue and \$10,000,000 to be disbursed as a grant to the City and/or Developer for public transportation improvements near 2340 San Jose Avenue, for the period starting on the execution date of the Standard Agreements to June 30, 2040; and authorizing MOHCD to accept and expend the grant of up to \$10,000,000 for transportation, bicycle and pedestrian improvements and other transit oriented programming and improvement approved by HCD.

REFERRED WITHOUT RECOMMENDATION AS A COMMITTEE REPORT

Vote: Supervisor Dean Preston - Aye
Supervisor Connie Chan - Aye
Supervisor Rafael Mandelman - Aye

Cc: Board of Supervisors
Angela Calvillo, Clerk of the Board
Alisa Somera, Legislative Deputy
Anne Pearson, Deputy City Attorney

File No. 210570

Committee Item No. 12

Board Item No. 25

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Government Audit and Oversight

Date: June 3, 2021

Board of Supervisors Meeting:

Date: June 8, 2021

Cmte Board

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | Motion |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Resolution |
| <input type="checkbox"/> | <input type="checkbox"/> | Ordinance |
| <input type="checkbox"/> | <input type="checkbox"/> | Legislative Digest |
| <input type="checkbox"/> | <input type="checkbox"/> | Budget and Legislative Analyst Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Youth Commission Report |
| <input type="checkbox"/> | <input type="checkbox"/> | Introduction Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Department/Agency Cover Letter and/or Report |
| <input type="checkbox"/> | <input type="checkbox"/> | MOU |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Information Form |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Grant Budget |
| <input type="checkbox"/> | <input type="checkbox"/> | Subcontract Budget |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Contract/Agreement/LEASE |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Form 126 – Ethics Commission |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Award Letter |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | Application |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | Public Correspondence |

OTHER

- | | | |
|-------------------------------------|-------------------------------------|--|
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>MOHCD Presentation – June 3, 2021</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Planning Memo – October 11, 2018</u> |
| <input checked="" type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Notice of Funding Availability – November 1, 2019</u> |
| <input type="checkbox"/> | <input checked="" type="checkbox"/> | <u>Committee Report Request Memo – June 3, 2021</u> |
| <input type="checkbox"/> | <input type="checkbox"/> | <u>_____</u> |

Prepared by: John Carroll

Date: May 28, 2021

Prepared by: John Carroll

Date: June 4, 2021

Prepared by: John Carroll

Date: _____

1 [Accept and Expend Grant - California Department of Housing and Community Development -
2 Affordable Housing and Sustainable Communities Program - 2340 San Jose Avenue -
\$25,319,112]

3
4 **Resolution authorizing the Mayor’s Office of Housing and Community Development**
5 **(“MOHCD”) to execute the Standard Agreements with the California Department of**
6 **Housing and Community Development (“HCD”) under the Affordable Housing and**
7 **Sustainable Communities Program for a total award of \$25,319,112 including**
8 **\$15,319,112 disbursed by HCD as a loan to the Balboa Park Housing Partners L.P.**
9 **(“Developer”) for a 100% affordable housing project at 2340 San Jose Avenue and**
10 **\$10,000,000 to be disbursed as a grant to the City and/or Developer for public**
11 **transportation improvements near 2340 San Jose Avenue, for the period starting on the**
12 **execution date of the Standard Agreements to June 30, 2040; and authorizing MOHCD**
13 **to accept and expend the grant of up to \$10,000,000 for transportation, bicycle and**
14 **pedestrian improvements and other transit oriented programming and improvement**
15 **approved by HCD.**

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

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

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

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

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

10 WHEREAS, Balboa Park Housing Partners L.P., a California limited partnership
11 (“Developer”), requested that the City and County of San Francisco (the “City”), acting by and
12 through Mayor’s Office of Housing and Community Development (MOHCD), be a joint
13 applicant for AHSC Program funds for its project located at 2340 San Jose Avenue consisting
14 of new construction of a 131-unit multifamily rental housing development affordable to very-
15 low and low-income households, with 39 units set aside for HOPE SF residents voluntarily
16 relocating, and 10,791 sq. ft of commercial space, with an early childhood education center,
17 community space and resource center, community bike space, and two additional spaces for
18 other public benefit purposes or community-serving purposes (the “Balboa Park Upper Yard
19 Project”); and

20 WHEREAS, The San Francisco Municipal Transportation Agency (“SFMTA”) plans to
21 perform transportation, bicycle and pedestrian improvements in the vicinity of the Balboa Park
22 Upper Yard Project (the “SFMTA Work”); and

23 WHEREAS, Along with the construction of the Balboa Upper Yard Project, Developer
24 and Bay Area Rapid Transit (“BART”) have agreed to revitalize the Balboa Park BART Station
25

1 (“BART Work”) adjacent to the Balboa Upper Yard Project, and Developer (or its affiliate) will
2 use a portion of any AHSC grant funds awarded for the BART Work; and

3 WHEREAS, On October 11, 2018, by Notice of Final Approval of an SB 35 Project, the
4 Planning Department by case No. 2017-012151PRJ, determined that the Balboa Upper Yard
5 Project met all the standards of the Planning Code and would be eligible for ministerial
6 approval under California Government Code, Section 65913.4 (Senate Bills 35 and 765),
7 California Public Resources Code, Section 21080, and the CEQA Guidelines, Sections
8 15002(i)(1), 15268 and 15369, and would therefore not be subject to the California
9 Environmental Quality Act (CEQA); and

10 WHEREAS, The Board of Supervisors authorized MOHCD to apply for AHSC Program
11 funds and submit an Application Package as a joint applicant with the Developer through
12 Resolution No. 24-20; and

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

15 WHEREAS, The City, BART, and the Developer entered into a Memorandum of
16 Understanding to make commitments regarding the BART Work by Developer (or its affiliate),
17 and purchase of the BART car, and will enter into additional agreements related to completion
18 of the BART Work; and

19 WHEREAS, Through an award letter dated July 20, 2020, the Department made an
20 award in the total amount of \$25,319,112, which includes \$15,319,112 to be disbursed by
21 HCD as a loan to the Developer for the Balboa Park Upper Yard Project, and up to
22 \$10,000,000 to be disbursed as a grant to the City for the SFMTA Work and to the City or the
23 Developer for the BART Work and other transit-oriented programming and improvements
24 approved by HCD, subject to the terms and conditions of the STD 213, Standard Agreement
25

1 (“Standard Agreement”), a copy of which is on file with the Clerk of the Board of Supervisors
2 in File No. 210570; and

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

4 WHEREAS, Subject to approval by the Board of Supervisors concurrently with this
5 Resolution, MOHCD will enter into a long-term ground lease with the Developer for the
6 property located at 2340 San Jose and a loan of up to \$24,459,458 for the Balboa Park Upper
7 Yard Project on file with the Clerk of the Board of Supervisors in File No. 210570; now,
8 therefore, be it

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

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

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

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

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

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

4

5

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

1 Recommended:

2

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

5 Approved:
6

7 /s/
London N. Breed, Mayor

/s/
Ben Rosenfield, Controller

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25



BALBOA PARK UPPER YARD

- 2340 SAN JOSE AVENUE -

GOVERNMENT AUDIT AND
OVERSIGHT COMMITTEE
JUNE 3, 2021

SARA AMARAL

MAYOR'S OFFICE OF HOUSING AND
COMMUNITY DEVELOPMENT

1

Item #9

Multifamily Housing Revenue Notes in the amount not to exceed \$90M

2

Item #10

1) Ground Lease for initial term of 74 yrs. plus option to extend and \$15,000 Annual Base Rent and 2) Loan Agreement up to \$24.4M

3

Item #10

1) Storm Drain Easement and 2) No Build Easement with BART

4

Item #11

Accept and Expend Grant for \$3.5M from HCD fund BART Plaza improvements

5

Item #12

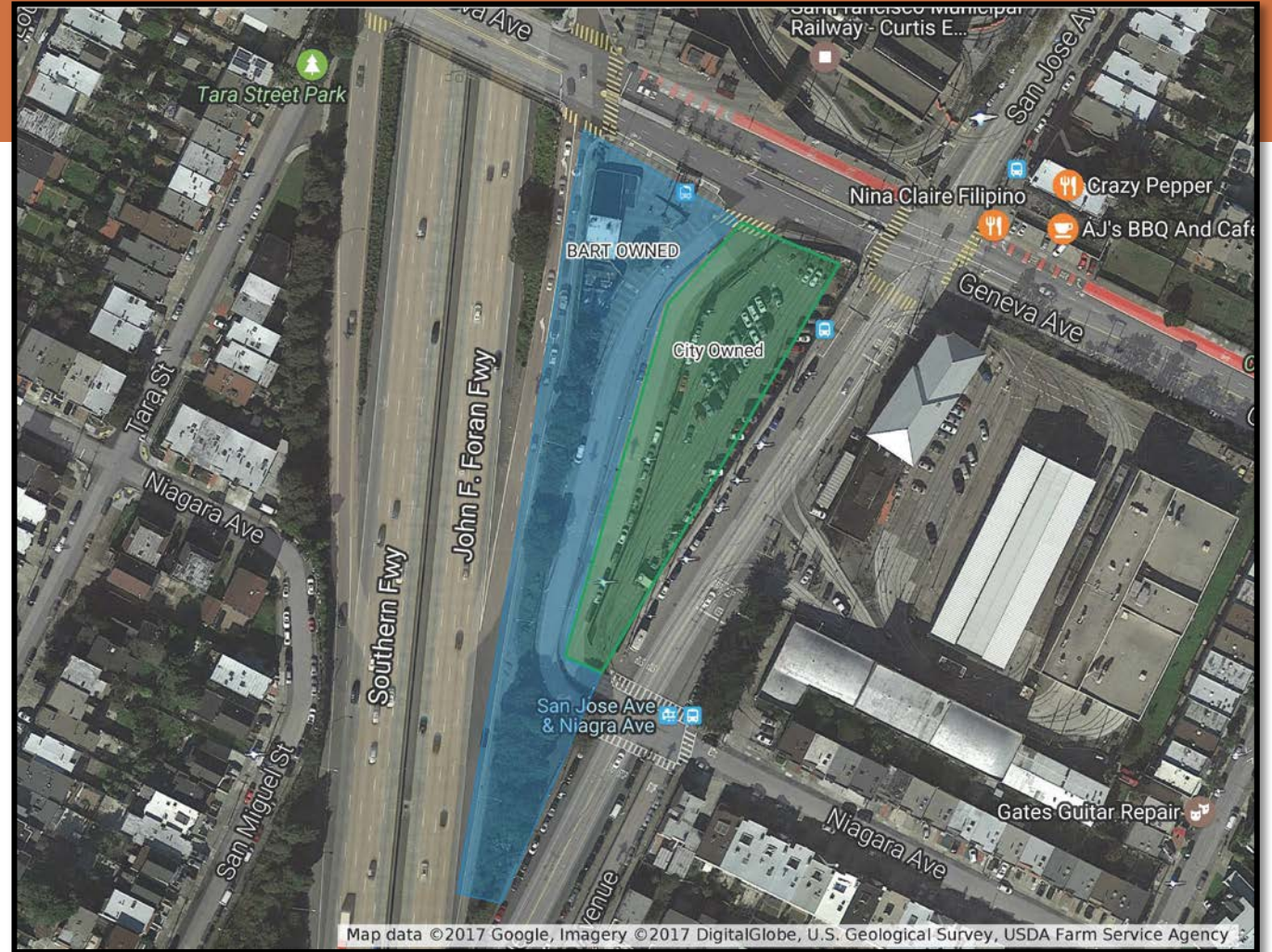
Accept and Expend Grant for \$25M from HCD to fund the housing, the BART Plaza and transportation improvements

BALBOA PARK UPPER YARD (BPUY) GOVERNMENT AUDIT AND OVERSIGHT COMMITTEE AGENDA ITEMS

HISTORY OF BPUY

2340 San Jose Avenue

- 2009 – Balboa Station Area Plan
- 2014 – SFMTA/MOHCD MOU
- 2016 – Developer RFP
- 2017 – SB35 enacted
- 2018 – Land transferred to MOHCD
- 2020 – Funding commitments



PRESENT

- 130 affordable units
- 39 units HOPE SF relocatees
- ~10k sq. ft of community serving retail space
 - early childhood education center,
 - bicycle repair and youth training facility,
 - Family Wellness Community Resources Center.
 - 2 community serving retail spaces
- BART Plaza revitalization
- Bike/Ped improvements by SFMTA

FINANCING

- Total Costs \$119M
- Bond Conduit \$90M
- MOHCD \$24.4M
- AHSC \$15.3M
- Other: \$79M

TIMELINE

- Housing Construction July 2021
- Plaza Construction January 2023
- Certificate of Occupancy July 2023
- Lease up Complete Dec 2023



BART PLAZA





SAM MOSS – EXECUTIVE DIRECTOR - MISSION HOUSING AND COMMUNITY DEVELOPMENT

ANN SILVERBERG – CHIEF EXECUTIVE OFFICER – RELATED COMPANIES

NICK WILDER – PROJECT MANAGER – RELATED COMPANY

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

Grant Resolution Information Form
(Effective July 2011)

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

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

1. Grant Title: Affordable Housing and Sustainable Communities Program - 2340 San Jose

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: \$10,000,000

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: Public transportation improvements

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

Start-Date: TBD End-Date: 6/30/2040

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):

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

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

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

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

Comments:

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

Eugene Flannery
(Name)

Environmental Compliance Manager
(Title)

Date Reviewed: May 7, 2021

Eugene Flannery
(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eric D. Shaw
(Name)

Director
(Title)

Date Reviewed: 5/19/2021 | 12:47 PM PDT

DocuSigned by:
Eric D. Shaw
65EBDF01D096444...
(Signature Required)

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-AHSC-14683

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

Balboa Park Housing Partners, L.P., City and County of San Francisco, and The Related Companies of California, LLC

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

06/30/2040

3. The maximum amount of this Agreement is:

\$20,000,000.00

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	AHSC Program Terms and Conditions	0
Exhibit E	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 corporation, partnership, etc.)

See Attached

CONTRACTOR BUSINESS ADDRESS

18201 Von Karman Avenue, Suite 100

CITY

Hayward

STATE

CA

ZIP

92612

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Shaun Singh

TITLE

Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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

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

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority

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

- A. Part 1 of division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Round 5 Program Guidelines dated October 31, 2019 (the “Guidelines”) as may be amended from time to time; and
- C. The Program’s Notice of Funding Availability (the “NOFA”) issued by the Department of Housing and Community Development (hereinafter the “Department” or “HCD”), dated November 1, 2019.

This Agreement is entered under the authority of, and in furtherance of the purposes of the AHSC Program.

2. Purpose

In accordance with the authority cited above, Sponsor’s Application was made to HCD for financial assistance from the Program for the purpose of assisting in the development, operation and maintenance of a residential rental Affordable Housing Development on certain real property (the “Property”) as identified in the Application. The Application, including all representations made therein, and the Project Report dated 6/25/2020 (the “Project Report”) are hereby incorporated in this Agreement by this reference. The financial assistance from the Program shall be in the form of a permanent loan (the “Loan”) to the Sponsor, or its approved affiliate (the “Borrower”), as owner of the Development evidenced by a promissory note, secured by a deed of trust and subject to a regulatory agreement between the Sponsor and the Department. The purpose of the Loan is to ensure that the Development is constructed, owned, managed, maintained and operated in accordance with the requirements of the Program, the requirements of the Guidelines, and the representations of the Application, and to ensure that certain residential units therein shall be occupied by eligible households at affordable rents as defined in the Guidelines for the full term of the Loan,

EXHIBIT A

regardless of sale or transfer of the Property or prepayment of the Loan. To further effect this purpose, if Borrower is an entity other than the Sponsor identified in the Application, HCD may require the Sponsor to enter into a Sponsor Operating Guaranty as a condition of closing the Loan.

By entering into this Agreement and thereby accepting the award of Program Loan funds, the Sponsor agrees to comply with applicable statutory law, the Guidelines, the NOFA, and this Agreement, and to abide by the representations contained in the Application, and in the Project Report.

3. Definitions

Capitalized terms herein shall have the meaning of the definitions set forth in the Guidelines, and in page 2 of this Exhibit A, in addition:

- A. The “Development” refers to the residential rental Affordable Housing Development described in the Application and meeting the criteria set forth in the Project Report providing the affordable housing units, as described therein, in consideration of the AHSC Loan. The Development shall meet all criteria as set forth in the Guidelines.
- B. “Agreement” refers to this Standard Agreement.
- C. “Sponsor” refers to the entity or entities that made the Application to the Department for the Development (the “Development”) and identified as “Contractor” on page 1 to this Agreement (STD 213). “Sponsor” also includes any affiliate or assignee of the Sponsor approved by the Department and undertaking all the obligations of the Sponsor hereunder (e.g., the Borrower). In the case of joint applicants, “Sponsor” shall refer to each applicant or the approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Sponsor as set forth herein.
- D. “TCAC” refers to the California Tax Credit Allocation Committee.
- E. Any reference to a specific “Section” or “section” of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated October 31, 2019. Notwithstanding, if and when the Strategic Growth Council (“SGC”) amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the

EXHIBIT A

Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

4. Scope of Work

The Scope of Work (“Work”) for this Agreement shall consist of the development and construction by or on behalf of Sponsor of the Affordable Housing Development identified in the Award Letter and described in the Application. The Affordable Housing Development is to be developed and constructed by the Sponsor, or by a developer on behalf of the Sponsor, as provided in the Application, and must meet the following criteria:

Location of Housing Development (APN, address, parcel map, specific plan or similar reference) City and County		Balboa Park Upper Yard 2340 San Jose Avenue, San Francisco, CA 94112		
		Insert a table for each component, and identify the component (e.g. income-restricted units, market rate units)		
Enter the number of units by bedroom size and income level.				
# of Bedrooms	# of Project Units	AHSC Assisted Units* (Affordable Housing Development)	Income Limit (% of AMI)	TOTAL RESTRICTED UNITS**
0	1	1	30%	1
1	10	10	30%	10
2	13	13	30%	13

EXHIBIT A

3	3	3	30%	3
0	3	3	50%	3
1	22	22	50%	22
2	29	29	50%	29
3	8	8	50%	8
0	2	2	60%	2
1	11	11	60%	11
2	8	8	60%	8
3	3	3	60%	3
1	4			
2	11			
3	2			
2	1		Manager	
Total Project Units	131	113		113

*AHSC Assisted Units must equal at least twenty percent of the total residential units.

**Total Restricted units include all units restricted by AHSC and TCAC. The AHSC loan amount was calculated based on the number of Total Restricted Units.

Additionally, upon completion, the Affordable Housing Development must meet or exceed the applicable minimum Net Density as set forth in Section 103(a)(1)(A)(iv) of the Guidelines.

EXHIBIT A

Further, the Sponsor shall take such actions, pay such expenses and do all things necessary to complete the Affordable Housing Development as identified in the Award Letter and described in the Application, and in the Project Report in accordance with the schedule for completion set forth therein and within the terms and conditions of this Agreement. All written materials or alterations submitted as addenda to the original Application and which are approved in writing by a Division of Financial Assistance Operations Manager or higher Departmental official, as appropriate, are hereby incorporated as part of the Agreement. The Department reserves the right to review and approve all Work to be performed by the Sponsor in relation to this Agreement. Any proposed revision of the Work must be submitted in writing for review and approval by the Department. Any approval shall not be presumed unless such approval is made by the State Department in writing.

5. Evidence of Point Generating Activities

Based on the points awarded to its Application, Sponsor assures the Department of the existence or planned aspects of all point generating activities as detailed in the Project Report. At the request of the Department, Sponsor shall provide further and additional evidence sufficient to demonstrate the existence and/or completion of the items for which the Sponsor's Application received points. Failure to provide such evidence to the reasonable satisfaction of the Department may result in a reevaluation of the Application and the reduction or cancellation of the award, require repayments of any disbursed Program funds, and result in the disencumbrance of Program funds awarded.

6. Approved Schedule of the Development

The following is the schedule of construction for the Development approved by the Department, which may be updated from time to time.

DEVELOPMENT	APPROVAL DATE
Executed binding agreement between the Sponsor and developer of the proposed Affordable Housing Development detailing the terms and conditions of the Project development.	09/15/18

EXHIBIT A

Site Control of Housing Development site(s) by proposed housing developer.	2/4/19
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	1/1/19
Obtaining all necessary and discretionary public land use approvals.	1/28/19
Obtaining all enforceable funding commitments for at least the first phase of the Housing Development supported by the Infrastructure Project.	3/15/21
Obtaining all enforceable funding commitments for all construction period financing.	3/15/21
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.	3/15/20
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	2/1/20
Occupancy by eligible households	
Program funds fully disbursed.	1/1/25

7. Performance Milestones

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

EXHIBIT A

AHD PERFORMANCE MILESTONES	DATE
Commencement of construction.	7/1/22
Construction of the Housing Development complete as evidenced by receipt of a Certificate of Occupancy	

8. HCD Coordinator

The coordinator of this Agreement for HCD is the Loan Closing AHSC Program Manager for the Affordable Housing and Sustainable Communities, Division of Financial Assistance. Any notice, report, or other communication required by this Agreement shall be mailed by first class mail to the AHSC Program Manager at the following address:

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

9. Sponsor Contract Coordinator

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

Sponsor:	The Related Companies of California, LLC
Authorized Representative Name:	Ann Silverberg
Authorized Representative Title:	CEO
Address:	44 Montgomery Street, Suite 1300

EXHIBIT A

	San Francisco, CA 94104
Phone No.:	(415) 677-9000
Email Address:	asilverberg@related.com
Sponsor:	Mission Housing Development Corporation
Authorized Representative Name:	Sam Moss
Authorized Representative Title:	Executive Director
Address:	474 Valencia Street #28044 San Francisco, CA 94103
Phone No.:	(415) 350-2024
Email Address:	smoss@missionhousing.org
Sponsor:	City and County of San Francisco
Authorized Representative Name:	Dan Adams
Authorized Representative Title:	Director
Address:	1 S Van Ness Avenue San Francisco, CA 94103
Phone No.:	(415) 701-5500
Email Address:	dan.adams@sfgov.org

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Terms of Loan

- A. **Principal Amount:** The principal amount of the Loan shall be the lesser of (i) the principal amount as stated in the Application, or (ii) the amount later approved by the Department as consistent with the requirements of the Guidelines, which incorporate section 7307 of the Multifamily Housing Program Regulations by reference.
- B. **Interest and Payment:** The Loan shall bear interest at the rate and be payable as provided in section 104 of the Guidelines, which incorporates section 7308 of the Multifamily Housing Program Regulations by reference, and under the terms of the Department's promissory note to be executed at loan closing. The Loan may not be prepaid without the prior written consent of the Department.

2. Invoicing and Payment

- A. **All Loan proceeds shall be disbursed through an independent escrow/title company. The Department shall prepare and submit instructions to the escrow holder, detailing the requirements for the release of Loan proceeds to the Borrower.**
- B. The Loan shall be released through escrow upon the Sponsor's, or its assignee's, submittal of the Request for Funds form and the satisfaction of the terms of the Award Letter and this Agreement. HCD reserves the right to retain 10 percent of the approved loan proceeds pending receipt and acceptance of the cost audit and any remaining loan closing checklist items.

3. Payees

- A. The authorized Payee(s) record information is required for payment(s) to be made. Payee(s) is/are as specified below (NOTE: if more than one payee, the dollar amount to be received by payee, must be listed):

EXHIBIT B

<u>Payee Name:</u>	<u>Activity</u>	<u>Award Amount:</u>
Balboa Park Housing Partners, L.P. The Related Companies of California, LLC City and County of San Francisco	Affordable Housing Development	\$15,472,599

DRAFT

EXHIBIT D

AHSC PROGRAM TERMS AND CONDITIONS

1. Effective Date, Commencement of Work and Completion Dates

This Agreement is effective upon approval by all parties and the Department, which is evidenced by the date signed by the Department on page one, Standard Agreement, STD. 213 (the "Effective Date"). The Sponsor agrees that the construction of the Development has not commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Sponsor agrees that the Work shall be completed as specified in this Agreement, as set forth in the Project Report, incorporated herein by reference, and subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), and in Paragraph 3 below, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the expiration date of the Agreement. Any extension to the expiration date shall require an amendment to this Agreement executed by all parties.

2. Termination

The Department may terminate this Agreement at any time for cause by giving at least 14 days' notice in writing to the Sponsor. The Department shall have cause if the Sponsor violates any of the General Terms and Conditions, or Special Conditions, of this Agreement. Examples of cause for termination include but are not limited to:

- A. Failure of the Loan to close on or before the Loan closing deadline as stated under Paragraph 3, "Timing", in these General Terms and Conditions.
- B. Failure of the Sponsor to satisfy in a timely manner each of the conditions set forth in these General Terms and Conditions, Special Conditions set forth in Exhibit E of this Agreement, and the Award Letter.
- C. Determination by the Department that: (a) any material fact or representation made or furnished to the Department by the Sponsor in connection with the Application, or the Award Letter shall have been untrue or misleading at the time that such fact or representation was made known to the Department, or subsequently becomes untrue, or (b) the Sponsor shall have concealed any material fact from the Department related to the Application or the Development.

EXHIBIT D

Filing a petition by Sponsor, or any affiliate or general partner of Sponsor, for relief under the Bankruptcy Code; the filing of any pleading or an answer by Sponsor, or any general partner of Sponsor, in any involuntary proceeding under the Bankruptcy Code; a general assignment by Sponsor, or any affiliate or general partner of Sponsor, for the benefit of creditors; or the filing of an application for the appointment of a receiver, trustee, custodian or liquidator of Sponsor or any of its property, or any affiliate or general partner of Sponsor or any of its property.

- D. Failure of Sponsor, or any general partner of Sponsor, to effect a full dismissal of any involuntary petition under the Bankruptcy Code that is filed against Sponsor, or any general partner of Sponsor, or that in any way restrains or limits Sponsor, or any general partner of Sponsor, or the Department regarding the AHSC Loan or the Development, prior to the earlier of the entry of any court order granting relief sought in such involuntary petition, or 30 days after the date of filing of such involuntary petition.
- E. Attachment, levy, execution, or other judicial seizure of any portion of the Development, or any substantial portion of the other assets of Sponsor, or any general partner of Sponsor, that is not released, expunged, bonded, discharged, or dismissed within 30 days after the attachment, levy, execution, or seizure.
- F. Pendency of any proceeding challenging the legal existence or authority of Sponsor, or any general partner of Sponsor, or any proceeding challenging the legality of the Development.
- G. Failure of Sponsor to close the Department approved construction financing on or before the date indicated under Paragraph 3, "Timing", in these General Terms and Conditions. Any reference in this Agreement to "construction" shall include rehabilitation construction, if applicable.

3. Timing

- A. The Sponsor shall close the construction financing approved by the Department and commence construction of the Development in accordance with the development schedule set forth in the Project Report. Upon the Department's request, the Sponsor shall promptly provide evidence of recorded deeds of trust for all construction financing, payment of all construction lender fees, issuance of building permits (a grading permit does not suffice to meet this requirement) and notice to proceed delivered to the contractor. If no construction lender is

EXHIBIT D

involved, and the project is receiving low-income housing tax credits, evidence must be submitted that the equity partner has been admitted to the ownership entity, and that an initial disbursement of funds has occurred.

- B. Pursuant to section 111 of the Guidelines, construction of the Affordable Housing Development must commence within two years of the Program award and must be completed within five years of the Program award date.
- C. The Sponsor shall satisfy all conditions required to close the AHSC Loan on or before **December 31, 2025**. In order to ensure this disbursement happens, the Sponsor must provide the Department with a certificate of occupancy (or an equivalent form of occupancy certification or approval) for the Project by no later than **July 30, 2025**. If the AHSC Loan does not ultimately close by **December 31, 2025**, the AHSC funds will be disencumbered from the Project.
- D. This Agreement shall expire on **June 30, 2040**, the date specified on page 1, number 2, of this Agreement (STD 213).

4. Disputes

Applicable law, including the Department's and the AHSC Program's statutes, rules, regulations, and Guidelines shall apply and be enforced in the event of any conflict that becomes apparent to the Department at any time, notwithstanding the Department's preliminary prior review of Project documentation at the time of construction loan closing.

5. Consent

The parties agree that wherever the consent or approval of the Department or the Sponsor is required under this Agreement, such consent or approval will not be unreasonably withheld or delayed, unless the same is specified as being in that party's sole discretion or other words of similar import.

PRE-CONSTRUCTION LOAN REQUIREMENTS

Unless otherwise approved in writing by the Department, the following conditions require compliance prior to the close of the construction loan(s) for the Development (construction loan includes a rehabilitation loan):

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Loan
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep Date: 03/02/2021

EXHIBIT D

6. Site Control

The Sponsor shall have Site Control of the real property on which the Development is located, as required by the Guidelines. Such control shall not be contingent on the approval of any other party. The status and nature of the Sponsor's title and interest in the property shall be subject to the Department's approval. Site Control may be evidenced by one of the following:

- A. Fee title;
- B. A leasehold interest on the project property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit compliance, prior to loan closing, with all Program requirements;
- C. An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;
- D. An executed disposition and development agreement right of way, or irrevocable offer of dedication to a Public Agency;
- E. An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
- F. An executed agreement with a public agency that gives the Sponsor exclusive rights to negotiate with that agency for acquisition of the site, provided that the major terms of the acquisition have been agreed to by both parties;
- G. A land sales contract or other enforceable agreement for the acquisition of the property, or;
- H. Other forms of site control that give the Department assurance (equivalent to A-G above) that the applicant or developer will be able to complete the Project and all

EXHIBIT D

housing designated in the application in a timely manner and in accordance with all the requirements of the Program.

If the Sponsor's interest in the property is a leasehold, the lease must provide adequate security for the Loan and comply with the requirements of the Uniform Multifamily Regulations ("UMR"), Section 8316. The Sponsor shall provide a copy of the ground lease for the Department's approval and review of its compliance with UMR Section 8316. The lessor and lessee will be required to sign the Department's standard form Lease Rider and Estoppel Agreement, unless the lessor agrees to sign the Loan documents as required by the Department and encumber all its interest in the Development. Where the lessee and the lessor are affiliated or related private parties, both the lessee and the lessor must execute the Loan documents so as to encumber both the leasehold and fee interests in the Development.

7. **Title Report**

The Sponsor shall provide a current title report for the real property on which the Development is located. If the Sponsor's interest in the property is leasehold, then the Sponsor shall provide a current title report for the leasehold interest and the fee interest.

8. **Site Inspection**

The Department reserves the right, upon reasonable notice, to inspect the Development site and any structures or other improvements thereon to determine whether the Development site meets the requirements of the Program Guidelines and the criteria set forth in the Project Report. If the Department reasonably determines that the site is not acceptable for the proposed Development in accordance with the Guidelines, the Department reserves the right to rescind the award and the Loan.

9. **Adaptability and Accessibility**

The Sponsor and the Development shall comply with all applicable federal, state and local laws regarding adaptability and accessibility in the design, construction and rehabilitation of residential projects for persons with disabilities.

10. **Physical Needs Assessment**

EXHIBIT D

If the Development involves rehabilitation of existing units, the Sponsor shall provide a post-rehabilitation physical needs assessment acceptable to the Department, in accordance with instructions provided by the Department.

11. **Reserve Study**

Upon request by the Department, Sponsor shall provide an independent, third party replacement reserve study acceptable to the Department.

12. **Development Budget**

Unless otherwise approved in writing by the Department, prior to the close of any construction financing, the Sponsor shall provide to the Department for its review and approval, a copy of the construction lender(s)' approved development budget.

13. **Reasonable Development Costs**

Sponsor shall provide to the Department evidence that total development costs are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require qualified third-party verification of costs, evidence of the competitive bidding of major trades and real estate appraisals. Where the Development is a component of a larger development, the Sponsor shall submit to the Department for its approval, a development cost sharing breakdown for the entire development which covers all development costs for each of the individual components of the entire development and includes a discrete development budget for the Development consistent with the budget in the Application and Project Report. Eligible costs for Developments are limited to costs as specified in MHP Guidelines Section 7304 (a) & (b).

14. **Sponsor Control of Development**

Sponsor shall provide evidence satisfactory to the Department that the Sponsor identified in the Application and who demonstrated the requisite experience, pursuant to Section 106 (a)(12) of the Guidelines, in the application process, has and will retain full control over the development, construction, ownership and management of the Development through control of the Sponsor entity by the Sponsor either directly as Borrower, or as a managing general partner of Borrower, or as the member/manager of the general partner of the Borrower, if Borrower is a partnership.

EXHIBIT D

The same control requirement applies to any Borrower organized as a limited liability company. The failure to demonstrate the requisite control of the Sponsor entity by the Sponsor may result in significant delay in the processing, or potentially the cancellation, of the Loan. The Sponsor which demonstrated the requisite experience of owning and developing affordable rental housing, shall execute the Department's Sponsor Operating Guaranty to ensure that the Sponsor has the resources and experience to develop, own and manage the Development. The organizational structure of the Borrower, including the control and ownership by the Sponsor or Sponsors, and any changes thereto, must be reviewed and approved by the Department and must comply with all Program requirements.

15. **Relocation Plan**

If there is or will be any residential or commercial displacement directly or indirectly caused by the Development, the Sponsor shall provide a relocation plan conforming to the requirements of state law and the regulations adopted by the Department in California Code of Regulations, Title 25, Section 6000 et seq. The Development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department. Should a relocation plan not be required, Sponsor must provide documentation for Department approval that there are no relocation requirements.

16. **Architect Contract**

The Sponsor shall enter into a contract with an architect to provide professional services for the Development. The contract shall require an architect to supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction contractor's payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 31 of these General Conditions.

17. **Appraisals**

If the property for the Development is being purchased, the Sponsor shall provide an appraisal acceptable to the Department of the as-is value of the property, prepared by a qualified, licensed appraiser.

EXHIBIT D

18. Non-Department Financing

The Sponsor shall qualify for and obtain the financial assistance, loans and grants described in the Application for both the construction and permanent periods. Final terms and conditions of the non-Department financing must substantially conform to the terms and conditions of the Sponsor's Loan Application. The terms and conditions of all financing shall be subject to the Department's review and approval.

19. Senior Loan Terms and Disclosures

The terms of loans in a lien position senior to the Loan must comply with all the underwriting standards of UMR Sections 8310 and 8315.

No subordination may limit the Department's remedies and must comply with UMR Section 8315.

Balloon payments are not allowed on senior debt, except as provided in UMR section 8310. Senior loans are prohibited from including call option language in the terms of the loan other than is reasonable in case of default, nor may Sponsor be required to remarket Bonds prior to expiration of the senior loan. Financial instruments on senior loans (including but not limited to swaps, collars, and interest rate hedges) must extend for the full term of the senior loan and cannot be required to be renewed or extended prior to the end of the full term.

Sponsors must obtain an interest rate cap on any interest rate that is not fixed for the full term of the senior loan. The interest rate at the cap must not jeopardize project feasibility. Interest rate resets, renewals, extensions of letters of credit, or other senior loan provisions, must not require the Sponsor to re-qualify.

All payments, lender fees, bond fees, issuer fees, trustee fees, letter of credit fees, swaps fees, hedge fees, enhancement fees, credit facility and liquidity fees, and other fees, charges and costs, in addition to principal and interest payments, must be fully disclosed to the Department in the loan closing transaction summary and in the operating budget.

The Department's lien shall not be subordinated to the liens of a lender affiliated with an entity that has an ownership interest in the Project unless a covenant, regulatory

EXHIBIT D

agreement, or similar instrument is recorded senior to the lender's documents that includes the provisions of UMR Section 8310(f).

20. Environmental Conditions

The Sponsor shall provide a Phase I Environmental Site Assessment ("ESA") for the Development, in conformance with ASTM Standard Practice E 1527, evaluating whether the Development is affected by any recognized environmental conditions. In the event the Phase I ESA indicates evidence of recognized environmental conditions and the Sponsor desires to proceed with the Development, the Sponsor shall provide the Department with a Phase II report and such further reports as required by the Department in form acceptable to the Department. Any remediation work to be performed shall be subject to Department approval. The Sponsor shall also provide an asbestos assessment and a lead-based paint report for the Department's approval if the Development involves rehabilitation or demolition of existing improvements.

21. Article XXXIV

All Projects shall comply with Article XXXIV, section 1 of the California Constitution ("Article XXXIV"), as clarified by the Public Housing Election Implementation Law (Health & Safety Code, §§ 37000 – 37002). Prior to construction loan closing, the Sponsor shall submit documentation which shows, to the Department's satisfaction, that the Project complies with or is exempt from Article XXXIV.

CONSTRUCTION PHASE REQUIREMENTS

22. Construction Phase Information

If requested by the Department, the Sponsor shall provide the Department information during the construction period including but not limited to all change orders and modifications to the construction documents, all inspection reports prepared by the Development architect and other consultants, and information relative to Development income, expenses, occupancy, relocation benefits and expenses, contracts, operations and conditions of the Development. Upon written notice to Sponsor, 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

EXHIBIT D

approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Sponsor shall not authorize or approve any change orders rejected by the Department.

23. **Inspection**

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 Development. 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. The Department shall have no affirmative duty to inspect the Development 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 Sponsor, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Development.

24. **Updated Information**

Sponsor shall provide the Department updated documentation for any change in the information previously provided relating to the Loan, including updated sources and uses and income information. All changes shall be subject to Department approval. However, if the Development is changed in any way as to make it ineligible under Section 103(a)(1) and 106 of the Guidelines, then the Loan commitment will be cancelled and all Loan funds awarded to the Sponsor shall be disencumbered.

25. **Evidence of Existence of Application Selection Criteria**

Upon request, Sponsor shall provide to the Department evidence of the existence of the amenities, services, improvements, features and characteristics of the Development which were included in the Application and as set forth in the Project Report and awarded points under Section 107 of the Guidelines in the Department's rating of the Application.

26. **Signage**

EXHIBIT D

Sponsor shall place signs on the construction site for the Work stating that the Department and SGC are providing financing through the AHSC Program in an appropriate location(s), typeface and size containing the following message:

Balboa Park Upper Yard

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

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

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, the acknowledgment and logos required by this Paragraph 26 shall also be displayed in a similar size and layout. Copies of the

Department, SGC, and California Climate Investments (“CCI”) logos can be obtained by contacting the AHSC Program Manager.

Upon installation of the sign, the Sponsor shall submit a digital photograph thereof to the Department to verify compliance with these signage requirements.

27. Photographs

The Sponsor will provide the Department, upon request, with copies of any photographs that may be taken of the Development by or on behalf of the Sponsor or the Development’s architect. The Sponsor will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

COMPLETION OF CONSTRUCTION

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Loan
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep Date: 03/02/2021

EXHIBIT D

28. Relocation Plan Implementation Report

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

29. Architect Certification

Where required by the Department, the Sponsor shall cause the Development architect(s) or other appropriate professional to certify to the Department, in form acceptable to the Department, that all construction is completed in accordance with the "as-built" plans and specifications and in compliance with all applicable federal, state and local laws relating to disabled accessibility.

30. Cost Certification

At the request of the Department, the Sponsor shall submit a Development cost certification audited by an independent certified public accountant in accordance with the requirements of the Department and TCAC, if applicable. The Sponsor (and the developer or builder if there is an identity of interest with the Sponsor) 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.

31. Recorded Notice of Completion

The Sponsor shall provide to the Department a certified copy of any Notice of Completion for the Development recorded in the county in which the Development is located.

PROGRAM LOAN CLOSING REQUIREMENTS

The Department shall not be obligated to close or fund the Loan unless the Sponsor has complied with and satisfied all the terms and conditions of the Guidelines, the NOFA, this Agreement, representations made in the Application and the criteria set forth in the Project Report, all in a manner satisfactory to the Department in its sole discretion, on or before the earlier of the Loan closing, the Loan closing deadline or such earlier time, all as indicated herein.

EXHIBIT D

32. **Development Construction**

The Development shall be constructed in compliance with the plans and specifications, subject to any change order(s) accepted by the Department where such acceptance is required.

33. **Title Insurance**

The Sponsor shall provide an updated title report and an ALTA As-Built Survey acceptable to the Department. The Sponsor shall provide a pro forma ALTA lender's policy of title insurance if requested by Department. The Sponsor shall ensure the issuance to the Department of an ALTA lender's policy of title insurance. The condition of title, insurer, liability amount, form of policy and endorsements shall be subject to the approval of the Department. Such endorsements shall include, but not be limited to a CLTA endorsement 100, and may include, but shall not be limited to, CLTA endorsements 105, 110.9 and 116 (modified for apartments). The policy shall insure that the Sponsor holds good and marketable fee simple title (or leasehold, if approved by Department) and that the Department holds a fee mortgage (or leasehold) lien on the Development, free and clear of all encumbrances, encroachments, other interests and exceptions to title other than as shall have been previously approved in writing by the Department. The Department's Deed of Trust and Regulatory Agreement and the other loans indicated under "Permanent Funding" in the Application shall have the lien priority as indicated in the Application.

34. **Sponsor's Status**

The Sponsor shall provide the Department with copies of all organizational documents, including but not limited to, partnership agreements, operating agreements, corporate documents, and related documents and agreements, as required by the Department. As of the date of the Loan closing, the Sponsor and Borrower shall be a duly organized and validly existing limited or general partnership, corporation, limited liability company, nonprofit public benefit corporation, or other valid legal entity under California law. The Sponsor or Sponsor-controlled Borrower has and shall have the authority to enter into the Loan and related loan documents.

35. **Prevailing Wage Compliance**

EXHIBIT D

Where applicable, prevailing wage rates shall be paid with respect to the construction work, as the term is defined in the Standard Agreement, performed in connection with the Development. Prior to closing the Loan, a certificate signed by the general contractor(s) and the Sponsor is required, certifying that prevailing wages have been, or will be, paid in conformance with Labor Code Section 1720 et seq., and that labor records shall be maintained and made available to any enforcement agency upon request.

36. Insurance

The Sponsor shall obtain and maintain for the term of the Loan hazard and liability insurance for the Development in accordance with the Department's requirements, including flood insurance if applicable. The Department shall be named as a loss payee or an additional insured on all such policies. Such policies also shall provide for notice to the Department in the event of any lapse of coverage and in the event of any claim thereunder. The Sponsor shall provide evidence satisfactory to the Department of compliance with these insurance requirements.

37. Program Loan Documents

The Sponsor shall enter into this Standard Agreement with the Department, which shall govern the encumbrance by the Department of the funds to be used to fund the Loan. In addition, the Sponsor shall enter into a Regulatory Agreement with the Department, governing certain matters related to the use, operation and occupancy of the Development, including, but not limited to, the imposition of certain low income occupancy requirements, regulation of rents on the low income units, audits and other financial controls and reserve requirements, management oversight by the Department, compliance with federal and state laws, and other Department requirements. In addition to the Regulatory Agreement, the Loan shall be evidenced by a Promissory Note and secured by a Deed of Trust. The Regulatory Agreement shall be recorded prior to the Department's Deed of Trust. The Sponsor shall execute and enter into additional agreements and documents, as the Department may deem reasonable and necessary to meet the AHSC requirements and the terms and conditions of this Agreement. The Sponsor and any affiliate of the Sponsor which demonstrated the requisite experience of owning and developing affordable rental housing, must execute the Department's Sponsor Operating Guaranty to ensure that the Sponsor has the resources and experience to develop, own and manage the Development.

EXHIBIT D

38. **Restrictions on Transfer and Change of Ownership**

The Sponsor shall not, without the prior written approval of the Department: a) sell, transfer, convey, encumber, hypothecate or pledge any of the Development or the Development property, or any portion or interest in either of them; b) discharge or replace any general or managing partner if Sponsor is a partnership, or amend, modify or add to its partnership agreement except that the Sponsor may sell or transfer limited partnership interests without the Department's approval; c) if Sponsor is a limited liability company: change the manager(s), amend, modify or add to its operating agreement or management structure; d) wind up, liquidate or dissolve its affairs or enter into any transaction of merger or consolidation; or e) change the organizational structure of the Sponsor.

39. **Rental Subsidy Contract**

The Sponsor shall provide the Department with complete copies of all contracts and amendments thereto, regarding rental subsidies to be provided to tenants residing in the Development.

40. **Substitution of Rent or Social Service Subsidy**

Sponsor may substitute a source of funding equivalent to the original rent or social service subsidy. The amount, terms and conditions of the new source of funding must provide an equivalent or greater level of subsidy to the project, acceptable to the Department.

41. **Final Certificate of Occupancy**

The Sponsor shall provide a final certificate of occupancy (or an equivalent form of occupancy certification or approval) issued by the local agency having jurisdiction over such certificates.

42. **Environmental Conditions Remedial Work**

All remedial work on recognized environmental conditions shall be completed prior to Loan closing. The Sponsor shall provide the Department with an environmental update/operations and maintenance plan if remedial work was required with evidence of lead-based paint and/or asbestos-containing materials remediation if applicable.

EXHIBIT D

43. Reserve Accounts

The Sponsor shall establish and maintain reserve accounts as required by the Department and as further described in the Regulatory Agreement. All withdrawals shall require prior written approval from the Department, as provided in the Regulatory Agreement.

44. Operating Reserve Account

The Sponsor shall fund an operating reserve account in accordance with Section 8308 of the UMRs and subject to the requirements thereof. The specific amount of the Operating Reserve Account shall be set forth in the Regulatory Agreement.

45. Replacement Reserve Account

The Sponsor shall establish a replacement reserve account in accordance with Section 8309 of the UMRs. The replacement reserve account shall be funded by monthly deposits from operating income or a combination of operating income and development sources as indicated in the Regulatory Agreement. The amount of the monthly deposits may be adjusted, as determined by the Department, in its sole discretion, based on reserve studies performed by an independent third party at the Sponsor's expense as requested by the Department or as based on other reliable indicators of future reserve needs.

46. Capitalized Reserve Accounts

If Program funds are used to fund a reserve account, the Department shall disburse such funds in a manner to ensure the proper funding of the reserve. The proceeds of the Loan may be used to capitalize only operating and replacement reserve accounts and amounts required by UMRs Sections 8308 and 8309. Proceeds of the Loan may not be used to capitalize rental subsidy reserves, except as authorized in accordance with Section 104(b)(4) of the Guidelines, or any reserves established to pay recurring operating costs, including, but not limited to, the required 0.42 percent annual payment on the Loan.

47. CalHFA and HUD Funded Projects

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Loan
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep Date: 03/02/2021

EXHIBIT D

Projects subject to the HUD Section 811 and 202 programs or receiving a permanent loan from CalHFA shall not be subject to Program reserve requirements during the time such projects are regulated by HUD or CalHFA and the Sponsor complies with the applicable CalHFA or HUD reserve requirements.

48. **Asset Management and Compliance Requirements**

The Sponsor shall obtain the Loan Closing Checklist in the course of closing the AHSC Loan, and must submit all documents required, for the Department's approval, including, but not limited to, the following (in a format provided or approved by the Department):

- A. a proposal for management agent with management agent's qualifications attached;
- B. a management contract, execution of which is subject to the Department's written approval;
- C. a management plan;
- D. a template residential tenant lease and required addendums;
- E. an initial-year operating budget and Schedule of Rental Income (SRI); and
- F. property hazard and liability insurance in accordance with the Program Requirements.

Prior to close of the Program Loan, the Sponsor shall obtain the Department's review and approval of the above-mentioned items A. through F. and any additional documents required by the Department. Furthermore, the Sponsor shall be provided links to HCD's Asset Management and Compliance Web page, which, in conjunction with the regulatory agreement, sets forth the obligations and requirements for the use, operation and occupancy of the Development. The Department may amend such requirements from time to time and will note such amendments on the Web page or inclusion on the Loan Closing Checklist.

49. **Affirmative Fair Housing Marketing Plan and Fair Housing Compliance**

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Loan
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep Date: 03/02/2021

EXHIBIT D

Sponsor shall develop and implement an affirmative fair housing marketing plan satisfactory to the Department. Appropriate aspects of the initial plan shall be incorporated into the ongoing management plan to ensure positive outreach and informational efforts to those who are least likely to know about and apply for assisted units in the Development. Sponsor is encouraged to refer to HUD's guidelines for Affirmative Fair Housing Marketing Plans. Sponsor shall comply with all state and federal fair housing laws. At the request of the Department, Sponsor will submit documentation acceptable to the Department demonstrating that the proposed tenant selection criteria in the tenant selection plan do not violate any applicable state or federal fair housing laws.

50. **Identification of Elderly and Veteran Units**

If applicable, Sponsor must submit a report that specifically identifies the number of units rented to the elderly. The report must also specifically identify the number of units rented to military veterans.

51. **TCAC and Other Regulatory Agreements**

The Sponsor shall provide the Department with a copy of the TCAC Regulatory Agreement if the Development budget includes tax credits and any other regulatory agreements pertaining to the Development.

52. **Property Tax Exemption**

Unless expressly waived in writing by the Department, Sponsor shall provide evidence of eligibility for property tax exemption for the Development and a copy of the tax exemption application to the local tax assessor(s).

53. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Sponsor 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 Development, the Sponsor, its Contractors or Subcontractors, and any loan activity.

EXHIBIT D

54. Change of Conditions

The Department reserves the right to re-underwrite the Development based on new information or funding sources. Particular attention will be paid to the continued feasibility of the Development and the maintenance of the security position of the Loan. If the new information demonstrates a reduction or elimination of financing gap being addressed by the Loan, the Department will reduce the amount of the Loan Request stated in the Application and the amount of the award accordingly. If the Department has underwritten the Loan using CalHFA or HUD requirements and the Development subsequently does not utilize the CalHFA or HUD financing, the Loan will be re-underwritten by the Department using Program requirements. In the event the Department determines the Development is no longer financially feasible, the award and any Loan commitment issued by the Department may be revoked.

55. Investor Commitments

If the Development will be receiving an allocation of tax credits from TCAC, the Sponsor shall provide the Department with a copy of all tax credit investor commitments, including referenced financial projections and any amendments.

56. Restricted Units

All units designated in the Application approved by the Department as restricted units that are not also assisted units, shall be restricted on a long-term basis by a public agency at the income and rent levels shown in the Application. Similarly, all units designated in the Application as restricted units and that are not also assisted units, shall be restricted on a long-term basis by a public agency to the designated target population.

57. Asset Management Fees

Asset management, partnership management, and similar fees shall be in compliance with UMR Section 8314(a)(1)(B).

58. Reduction of AHSC Loan Amount

EXHIBIT D

Notwithstanding any development agreement, in the event that development costs are less than predicted in the development budget, the Department shall reduce its Loan for the amount of the cost savings prorated with other residual receipt lenders.

59. Sponsor Representations

- A. Sponsor represents and warrants that as of the date of this Agreement, the Sponsor is a duly organized and validly existing entity under California law and the person signing this Agreement on behalf of Sponsor has the authority to act on behalf of and bind the Sponsor in accordance with the terms of this Agreement.
- B. Sponsor represents and warrants that as of the date of the Loan closing, the Sponsor may be a duly organized and validly existing limited partnership under California law and that such limited partnership will have the authority to enter into the Loan and related loan documents.
- C. Sponsor further represents and warrants that as of the date of the Loan closing, the person(s) executing the Loan documents will have full authority to act on behalf of and bind the Sponsor in accordance with the terms of those documents.

60. Survival of Obligations

The obligations of the Sponsor as set forth in this Agreement shall survive the Loan closing, and the Sponsor shall continue to cooperate with the Department and perform acts and provide documents as provided herein.

61. Litigation

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

EXHIBIT D

action as is consistent with the terms of this Agreement and the interests of the Department.

62. Obligations of Sponsor with Respect to Certain Third-Party Relationships

The Sponsor 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 Development with respect to which assistance is being provided under this Agreement. The Sponsor shall comply with all lawful requirements of the Department necessary to ensure the completion, occupancy and use of the Development in accordance with this Agreement.

63. Waivers

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

64. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Sponsor 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. Sponsor further agrees to maintain such records for a minimum period of four years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. 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 Development. At the Department's request, the Sponsor shall provide, at its own expense, a financial audit prepared by a certified public accountant.

EXHIBIT D

- C. 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.
- D. If there are audit findings, the Sponsor 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 Sponsor in writing. If the Department is not in agreement, the Sponsor 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.
- E. If so directed by the Department upon termination of this Agreement, the Sponsor shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

65. Reporting Requirements

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

66. AHSC Cross-Default Provision

- A. This award was based on the total points awarded Sponsor's Application during a highly competitive process. That application proposed an integrated combination of some or all of the following Project components: Affordable Housing Development (AHD); Housing-Related Infrastructure (HRI); Sustainable Transportation Infrastructure (STI); Transportation-Related Amenities (TRA); and Programs (PGM). The Application's point score was based, in part, on the
- B. Project's total projected reduction of greenhouse gas (GHG) emissions. The Project components (AHD, HRI, STI, TRA, and PGM) that were proposed in the Application and approved by the Department must be completed in order to achieve this projected reduction of GHG emissions.

EXHIBIT D

- C. By executing this Agreement, Sponsor acknowledges and agrees that if the HRI, STI, TRA, or PGM component, as applicable, is not timely completed pursuant to Program requirements, then Sponsor will no longer qualify for the Loan award. In the event the Loan has not yet been disbursed, the Loan award will be disencumbered. In the event the Loan has been disbursed, the Department will avail itself of any and all remedies available to it as set forth in the Loan documents in order to recapture the amount of the Loan disbursement, subject to the limitations set forth in subparagraph C. below.
- D. The Department and Sponsor further acknowledge that the Loan funds provided pursuant to this Agreement constitute a non-recourse loan (NR-Loan) secured against the AHD real property as required by the Program (and as may be required in order to comply with tax credit requirements). Any proceeds from the foreclosure of the NR-Loan may only be used to satisfy financial obligations owed under the NR-Loan's promissory note; additionally, a foreclosure may also be appropriate and necessary to remedy a substantial breach under the associated regulatory agreement. The Department hereby represents and warrants that, in the absence of the foregoing, the Department shall not foreclose upon the NR-Loan to obtain proceeds to satisfy any liability related to or arising out of the failure of the timely completion of the HRI, STI, TRA, or PGM components, as applicable.
- E. The Department recognizes that the Sponsor may enter into a separate side agreement to address each individual Sponsor entity's responsibilities with respect to each other and with regard to the Loan and Program Grant funds; provided, however, in no event shall any such agreement alter or amend the respective obligations of the Sponsors to the Department under the applicable Loan Documents or Program Grant Documents. (Section 105(a)(3)(A) of the Guidelines).

67. Departmental Cross-Default Provision

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

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Loan
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep Date: 03/02/2021

EXHIBIT D

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

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

DRAFT

EXHIBIT E

SPECIAL CONDITIONS

AHSC Special Conditions for New Disbursement Deadline for Rd5

Rd5 Guidelines amended by MLK March 17, 2021

AHSC LOAN:

EXHIBIT D:

1. **Exhibit D, Paragraphs 3(B)-(C) – Timing.**

Paragraphs 3(B) through 3(C) of Exhibit D are hereby deleted in their entirety and the following are substituted in their place:

- B. Pursuant to section 111 of the Guidelines, construction of the Affordable Housing Development must commence within three (3) years of the Program award and must be completed within six (6) years of the Program award date.
- C. The Sponsor shall satisfy all conditions required to close the AHSC Loan on or before December 31, 2026. In order to ensure this disbursement happens, the Sponsor must provide the Department with a certificate of occupancy (or an equivalent form of occupancy certification or approval) for the Project by no later than July 30, 2026. If the AHSC Loan does not ultimately close by December 31, 2026, the AHSC funds will be disencumbered from the Project.
- D. This Agreement shall expire on June 30, 2041, the date specified on page 1, number 2, of this Agreement (STD 213).

** Remainder of Page Left Intentionally Blank **

STANDARD AGREEMENT

AGREEMENT NUMBER 20-AHSC-14684

PURCHASING AUTHORITY NUMBER (if applicable)

STD 213 (Rev. 04/2020)

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, Balboa Park Housing Partners, L.P., and The Related Companies of California, LLC

2. The term of this Agreement is:

START DATE
Upon HCD Approval

THROUGH END DATE
06/30/2040

3. The maximum amount of this Agreement is:
\$9,952,200.00

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	AHSC Program Terms and Conditions	0
Exhibit E	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 corporation, partnership, etc.)			
See Attached			
CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
1 South Van Ness Avenue, 5th Floor	San Francisco	CA	94103
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	



STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS
2020 W. El Camino Ave., Suite 130

CITY
Sacramento

STATE
CA

ZIP
95833

PRINTED NAME OF PERSON SIGNING
Shaun Singh

TITLE
Contracts Manager,
Business & Contract Services Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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

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

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

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

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

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

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

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

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

2. Definitions

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

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Grant
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep. Date: 03/02/2021

EXHIBIT A

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

“Recipient” refers to the entity or entities submitting an application or to a related entity approved by the Department entering into this Agreement and identified as “Contractor” on page 1 to this Agreement (STD 213). In the case of joint applicants, “Recipient” shall also refer to each applicant or the Department-approved assignee of such applicant. Each joint applicant shall be jointly and severally liable for all obligations of a Recipient as set forth herein.

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

3. Scope of Work

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

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

EXHIBIT A

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

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

Location of Housing Development (APN, address, parcel map, specific plan or similar reference) City and County		Balboa Park Upper Yard, 2340 San Jose Avenue, San Francisco, California 94112 San Francisco County APN: 6973039		
Enter the number of units by bedroom size and income level.				
# of Bedrooms	# of Project Units	AHSC Assisted Units* (Affordable Housing Development)	Income Limit (% of AMI)	TOTAL RESTRICTED UNITS**
0	1	1	30%	1
1	10	10	30%	10
2	13	13	30%	13
3	3	3	30%	3
0	3	3	50%	3
1	22	22	50%	22
2	29	29	50%	29
3	8	8	50%	8

EXHIBIT A

0	2	2	60%	2
1	11	11	60%	11
2	8	8	60%	8
3	3	3	60%	3
1	4			
2	11			
3	2			
2	1		MANAGER	
Total Project Units	131	113		113

A. HRI

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

N/A

B. Program Costs

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

Recipient will provide bicycle short-term loan and bicycle safety and education workshops and monthly MUNI transit passes will be provided to each unit.

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

EXHIBIT A

C. Sustainable Transportation Infrastructure

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

Recipient is responsible for the purchase of 3 BART rail cars, the reconfiguration of the Balboa Park BART pedestrian pathway and passenger drop off. Mission Street improvements include new traffic signals, sidewalk widening, day lighting, bus stop relocation, bus bulbs, crosswalk, median island, bikeway gap closure, bike boulevard. Pedestrian safety improvements along 19th Avenue, increasing bus stop spacing and adding pedestrian and transit bulbs.

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

D. Transportation-Related Amenities

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

Recipient will provide amenities at transit passenger waiting area, lighting, seating and urban greening.

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

EXHIBIT A

4. Criteria Applicability

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

Guideline Reference		Affordable Developments and Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation-Related Amenities	Program Creation	Program Expansion
		Capital Projects			Program Costs	
a	Estimated GHG Reductions based on GHG Quantification Methodology		x			
b	Extent to which Project incorporates Active Transportation Improvements			x		
c	Extent to which the Project incorporates Green Buildings and Renewable Energy		x	x		
d	Extent to which Project incorporates Housing and Transportation Collaboration					
e	Extent to which Project incorporates Location Efficiency and Access to Destinations		x	x		
f	Extent to which Project Leverages non-AHSC Funds					
g	Anti-Displacement					
h	Extent to which Project incorporates Prohousing Local Policies					
i	Local Workforce Development & Hiring Practices.					

EXHIBIT A

Guideline Reference		Affordable Developments and Housing-Related Infrastructure	Sustainable Transportation Infrastructure	Transportation-Related Amenities	Program Creation	Program Expansion
		Capital Projects			Program Costs	
j	Housing Affordability					
k	Programs				x	x
l	Urban Greening			x		

A. GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO_{2e} over the life of the project is 19387.93. This information can be found on the Strategic Growth Council’s website in a document called AHSC Round 4 Data for Public Release.

5. Performance Milestones

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

EXHIBIT A

PGM PERFORMANCE MILESTONES	DATE
Identification and commitment of program operator and partners.	2/1/2022
Completion of a business or a work plan.	6/1/2022
Program funds fully disbursed.	2/1/2025

STI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	4/1/2021
Site Control of STI site(s) by proposed developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	6/30/2021
Obtaining all necessary and discretionary public land use approvals.	12/30/2021
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	12/30/2021
Commencement of construction of STI.	7/1/2022
Construction completion of STI and closeout.	9/30/2025
Program funds fully disbursed.	9/30/2025

TRA PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.	12/31/19
Site Control of TRA site(s) by proposed developer.	N/A

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Grant
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep. Date: 03/02/2021

EXHIBIT A

Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	6/30/2021
Obtaining all necessary and discretionary public land use approvals.	12/30/2021
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	12/30/2021
Commencement of construction of TRA.	7/1/2022
Construction completion of TRA and closeout.	9/30/2024
Program funds fully disbursed.	9/30/2025

6. HCD Contract Coordinator

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

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

7. Recipient Contact Coordinator

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

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Grant
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep. Date: 03/02/2021

EXHIBIT A

Recipient:	The Related Companies of California
Authorized Representative Name:	CEO
Authorized Representative Title:	Ann Silverberg
Address:	44 Montgomery Street, Suite 1300 San Francisco, CA 94104
Phone No.:	(415) 677-9000
Email:	asilverberg@related.com

Recipient:	Mission Housing Development Corporation
Authorized Representative Name:	Sam Moss
Authorized Representative Title:	Executive Director
Address:	474 Valencia Street #280 San Francisco, CA 94103
Phone No.:	(415) 350-2024
Email:	smoss@missionhousing.org
Recipient:	City and County of San Francisco
Authorized Representative Name:	Director

EXHIBIT A

Authorized Representative Title:	Dan Adams
Address:	44 Montgomery Street, Suite 1300 San Francisco, CA 94104
Phone No.:	(415) 701-5500
Email:	dan.adams@sfgov.org

DRAFT

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Sources and Uses

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

2. Contract Amount

- A. For the purposes of performing the Work, the Department agrees to provide the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant (“Grant”) for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.
- 1) For the purposes of performing the Work related to the HRI, as set forth in Exhibit A, the Department agrees to provide \$N/A in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
 - 2) For the purposes of performing the Work related to the PGM, as set forth in Exhibit A, the Department agrees to provide \$452,200.00 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
 - 3) For the purposes of performing the Work related to the STI, as set forth in Exhibit A, the Department agrees to provide 8,000,000.00 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

EXHIBIT B

- 4) For the purposes of performing the Work related to the TRA, as set forth in Exhibit A, the Department agrees to provide \$1,500,000.00 in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the budget for the designated grant Work, except where Scoring Criteria, total point scores, or overall ranking of the Project is impacted. Reallocation of funds between authorized activities that impact any of these areas will not be allowed. Changes in aggregate of ten percent or less, of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

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

4. Completion Dates

- A. Program funds must be disbursed no later than December 31, 2025.
- B. All un-disbursed funds remaining as of December 31, 2025, shall be disencumbered.

EXHIBIT B

- C. All invoices for payment must be submitted to the Department no later than July 30, 2025.
- D. This Agreement shall expire on June 30, 2040.

5. Method of Payment

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

6. Disbursement Agreement

- A. The Recipient, the Department and such other parties as may be reasonably required by the Department, shall enter into a Disbursement Agreement in a form provided by the Department. The Disbursement Agreement shall contain a specific description of the Work and an updated Sources and Uses therefore, including an updated table of Sources and Uses, and the specific terms and conditions for the disbursement of Program funds. In the event of a conflict between this Agreement and the Disbursement Agreement, as determined by the Department, the terms of the Disbursement Agreement, being the later and more specific document, shall govern; provided however, that no resolution of any such conflict shall be contrary to, or result in a waiver or violation of, the Guidelines or the NOFA.
- B. The requirement for a Disbursement Agreement, set forth in this paragraph, may be waived by the Department where, at its sole discretion, it determines that:
 - 1) Satisfactory completion of the Work has occurred,
 - 2) Proper disbursement and use of Program funds have occurred,

EXHIBIT B

- 3) Performance of, and compliance with, all the obligations, terms and conditions of this Agreement have occurred, and,
- 4) Compliance with all applicable statutes, laws, guidelines, and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient of such information, records, documents, certificates and other material, as it deems necessary to make this determination.

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

<u>Payee Name:</u>	<u>Activity:</u>	<u>Award Amount:</u>
The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco	PGM	\$ 452,200
The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco	STI	\$8,000,000
The Related Companies of California, LLC Mission Housing Development Corporation City and County of San Francisco	TRA	\$1,500,000

EXHIBIT B

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

BUDGET AND SOURCES					
Balboa Park Upper Yard			The Related Companies of California, Mission Housing Development Corporation, and City and County of San Francisco		
ESTIMATED PROGRAM COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program		
SOFT COST AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$452,200	\$452,200	\$	\$
TOTAL PROGRAM COSTS		\$452,200	\$452,200	\$	\$

EXHIBIT B

SOURCES AND USES - STI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
Balboa Park Upper Yard			The Related Companies of California, Mission Housing Development Corporation, and City and County of San Francisco		
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program	Other Sources	
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$39,633,036	\$7,610,736	\$32,022,300	
SOFT COSTS AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$14,682,741	\$389,264	\$14,293,477	\$
TOTAL PROJECT COSTS		\$54,315,777	\$8,000,00	\$46,315,777	\$

EXHIBIT B

SOURCES AND USES – TRA
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES					
Balboa Park Upper Yard			The Related Companies of California, Mission Housing Development Corporation, and City and County of San Francisco		
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE		
DEVELOPMENT COSTS					
COST CATEGORY		TOTAL AMOUNT	AHSC Grant Program	Other Sources	
PROJECT ACTIVITY (Hard Costs)					
Total Project Activity Costs		\$2,136,050	\$1,497,763	\$638,287	\$
SOFT COST S AND OTHER PROJECT RELATED COSTS					
Total Soft Cost and Other Project Related Costs		\$363,950	\$2,237	\$361,713	\$
TOTAL PROJECT COSTS		\$2,500,000	\$1,500,000	\$1,000,000	\$

EXHIBIT D

AHSC PROGRAM TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

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

2. Termination

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

EXHIBIT D

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

3. **Affordable Housing and Sustainable Communities Grant Documents**

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

4. **Covenant Regarding the Affordable Housing Development**

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

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

EXHIBIT D

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

- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Affordable Housing Development in accordance with this Agreement.
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being constructed. Alternatively, the Department may require that the Covenant contain a power of sale clause, which may be exercised if the Work is not timely completed, or in the event of an uncured breach of this Agreement.

5. Site Control

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

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

EXHIBIT D

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

The Recipient shall also obtain all licenses, easements and rights-of-way or other interests required for completion of the Work and provide evidence of such instruments prior to the first disbursement of Program funds.

6. **Appraisals**

Recipient shall, at the request of the Department, provide an appraisal of the real property to be acquired as part of the Work, prepared in a form, and by a qualified appraiser, acceptable to the Department.

7. **Relocation Plan**

If there is or will be any residential or commercial displacement directly or indirectly caused by the Work, as defined in state law, the Recipient shall provide a relocation plan conforming to the requirements of state law and the regulations adopted by the Department in California Code of Regulations, Title 25, section 6000 et seq. The project and/or the development budget shall contain sufficient funds to pay all costs of relocation benefits and assistance as set forth in the relocation plan accepted by the Department. Should a relocation plan not be required, Recipient must provide documentation for Department approval that there are no relocation requirements.

8. **Article XXXIV**

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

9. **Environmental Conditions**

The Recipient shall provide to the Department the following:

Affordable Housing and Sustainable Communities (AHSC) Program
Round 5 - Grant
NOFA Date: 11/01/2019
Approved Date: 8/7/2020
Prep. Date: 03/02/2021

EXHIBIT D

- A. All Environmental Site Assessment (“ESA”) Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Work, in conformance with ASTM Standard Practice E 1527, evaluating whether the Work is affected by any recognized environmental conditions.
- B. Documentation and/or a certification satisfactory to the Department that all ESA Report recommendations including remediation and/or mitigation work have been completed.
- C. Mitigation requirements required as a result of the Final Environmental Impact Report (“EIR”) or Mitigated Negative Declaration if applicable and evidence satisfactory to the Department that all mitigation requirements have been satisfied.

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

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

11. **Litigation**

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

12. **Milestones**

Recipient shall ensure the completion of the Performance Milestones set forth in the Project Report and Exhibit A of this Agreement, and as further set forth in the Disbursement Agreement by the designated dates. Recipient shall timely inform the

EXHIBIT D

Department when a milestone is missed or at risk of being missed, provide an update of these timelines and provide assurances from the Recipient for timely completion of the remaining Milestones. Failure to timely notify the Department shall be considered a default under this Agreement.

13. **Insurance**

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

14. **Change of Conditions**

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

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

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

16. **Waivers**

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

EXHIBIT D

17. Identity of Interests

As a condition of disbursement, Recipient shall execute a Certificate of Identity of Interest (“Certificate”) listing all relationships constituting an identity of interest with entities providing goods or services in connection with Recipient’s performance of the Work. The Certificate shall be in a form provided by the Department. At the Department’s request, Recipient shall submit contracts, instruments, documents, correspondence or other writings relating to Recipient’s relationship with entities listed in the Certificate. The existence and nature of such relationships shall be subject to the review and approval of the Department to the extent necessary to ensure compliance with Program requirements and this Agreement.

DESIGN REQUIREMENTS

18. Architect

The Recipient shall utilize the services an architect and/or an engineer to provide professional design and engineering services for the Work. The contract shall require an architect and/or an engineer to supervise the construction work, conduct periodic site visits, prepare periodic inspection reports, verify the validity of the construction contractor’s payment requests, prepare or review change orders, and, upon completion of construction, provide the certification described in paragraph 33 of these AHSC Program Terms and Conditions. At the request of the Department, Recipient shall submit any and all contracts for these services to the Department for its review and approval.

19. Plans and Specifications and Project Cost Estimates

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

20. Reasonable Development Costs

At the request of the Department, the Recipient shall provide evidence acceptable to the Department that the total costs of the Work are reasonable and necessary for the proposed improvements. To verify cost reasonableness, the Department may require

EXHIBIT D

qualified third-party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

21. **Adaptability and Accessibility**

The Work shall comply with all applicable federal, state and local laws regarding adaptability and accessibility for persons with disabilities in the design, construction and rehabilitation of projects.

22. **Acoustics Report**

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

23. **Approval by Public Works Department**

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

CONSTRUCTION REQUIREMENTS

24. **Construction Contract**

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

25. **Contractor's Assurance of Completion**

The Contractor(s) shall provide security to assure completion of the Work by furnishing the Recipient with Performance and Payment Bonds, or a Letter of Credit, which shall remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer which is acceptable to the Department. The

EXHIBIT D

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

26. Prevailing Wages

Pursuant to Section 113 of the Guidelines, for the purposes of the State Prevailing Wage Law (Labor Code Sections 1720-1781), a grant under the Program shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the Work subject to the provisions of the State Prevailing Wage Law. Program funding of the Work shall not necessarily, in and of itself, be considered public funding of a Housing Development unless such funding is otherwise considered public funding under the State Prevailing Wage Law. It is not the intent of the Department to subject Housing Developments to the State Prevailing Wage Law by reason of Program funding of the Work in those circumstances where such public funding would not otherwise make the Housing Developments subject to the State Prevailing Wage Law. Although the use of Program funds does not require compliance with federal Davis-Bacon wages, other funding sources may require compliance with federal Davis-Bacon wages. The Recipient shall prepare a plan for compliance with this section, which plan shall be subject to the review and approval of the Department.

27. Construction Phase Information

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

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

EXHIBIT D

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

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

28. Signage

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

Balboa Park Upper Yard

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

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

EXHIBIT D

- B. The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the acknowledgment and logos required by this Paragraph 28 shall also be displayed in a similar size and layout. Copies of the Department, SGC and California Climate Investments (“CCI”) logos can be obtained by contacting the HCD Contract Coordinator.
- C. Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Work by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

INSPECTION OF GRANT ACTIVITIES

29. Site Inspection

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

30. Work Inspection

- A. The Department and any authorized representative of the Department shall have the right, during construction and thereafter, to enter upon and inspect the construction of the Work to ensure that the construction is being and has been performed in accordance with the applicable Federal, State, and /or local requirements, the Guidelines and the terms of this Agreement. Such right to inspect shall include, but shall not be limited to, the right to inspect all work done, all materials and equipment used or to be used, and all books and records, including payroll records, maintained in connection with the construction work. Such right of inspection shall be exercised in a reasonable manner.
- B. The Recipient shall be required to correct all circumstances found by such inspections not to conform to the applicable Program requirements, and to

EXHIBIT D

withhold payment to the Contractor and/or Subcontractor(s) until action(s) to correct the non-conforming circumstances is/are corrected by the Recipient and approved by the Department.

- C. The Department reserves the right to withhold payment for any costs found not to conform to applicable Program requirements until such actions have been taken to correct the non-conforming circumstances and such corrective actions have been approved by the Department.
- D. The Department shall have no affirmative duty to inspect the Work and shall incur no liability for failing to do so. Once having undertaken any inspection, neither the Department, nor any representative of the Department shall incur any liability for failing to make any such inspection properly, or for failing to complete any such inspection. The fact that such inspection may or may not have occurred shall not relieve the Recipient, the contractor, the construction lender, the architect, the structural engineer, the locality or anyone else of any obligation to inspect the Work.

31. Audit/Retention and Inspection

- A. The Department, its representatives or employees, or its delegatee shall have the right to review, obtain, and copy all records pertaining to performance of the Agreement. Recipient shall provide the Department or its delegatee with any relevant information requested and shall permit the Department or its delegatee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees and inspecting and copying such books, records, accounts, and other material. Recipient further agrees to maintain such records for a minimum period of four years after final payment under the Agreement, unless a longer period of records retention is stipulated.
- B. Payment for any cost which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Recipient.
- C. At any time during the term of this Agreement, the Department may perform or cause to be performed a financial audit of any and all phases of the Work. At the Department's request, the Recipient shall provide, at its own expense, a financial audit prepared by a certified public accountant.

EXHIBIT D

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

COMPLETION OF CONSTRUCTION

32. Relocation Plan Implementation Report

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

33. Architect Certification

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

34. Cost Certification

At the request of the Department, the Recipient shall submit a Work cost certification that shall have been audited by an independent certified public accountant in accordance with the requirements of the Department and the California Tax Credit Allocation Committee, if applicable. The Recipient (and the developer or builder if there

EXHIBIT D

is an identity of interest with the Recipient) shall keep and maintain records of all construction costs not representing work done under the construction contract and to make such records available for review by the Department.

35. **Recorded Notice of Completion**

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

36. **“As-Built” Plans and Specifications**

Upon completion, at the request of the Department, the Recipient shall submit “as-built” plans and specifications for the Work and Housing Development acceptable to the Department.

AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS

37. **Confirmation of Permitted Housing Units**

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

REPORTING REQUIREMENTS

38. **Reports on California Climate Investments**

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

39. **Reports on Work**

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

EXHIBIT D

40. Reports on Affordable Housing Development

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

41. Updated Information

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

42. Monitoring Requirements

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

REPAYMENT OF GRANT FUNDS

43. Breach of this Agreement

In the event of a breach or violation by the Recipient of any of the provisions of this Agreement, including without limitation, the times for commencement and completion of the construction of the Affordable Housing Development and the housing designated in the Application as set forth in Paragraph 1.B. of this Exhibit D, the Department may give written notice to the Recipient to cure the breach or violation within a period of not less than 30 days. If the breach or violation is not cured to the satisfaction of the Department within the specified time period, the Department, at its option, may declare a default of the Agreement and may seek remedies for the default, including the following:

EXHIBIT D

- A. The Department may terminate this Agreement and demand repayment of the Program funds to the extent that work for costs to be paid by Program funds as provided in Exhibit B remains unperformed or uncompleted. Recipient shall be liable for all costs to complete all such uncompleted or unperformed work.
- B. The Department may seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the Work in accordance with Program requirements.
- C. The Department may seek such other remedies as may be available under this Agreement or any law.
- D. This Agreement may be canceled by the Department under any of the following conditions:
 - 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement;
 - 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Standard Agreement;
 - 3) Construction of the Work or Housing Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement; and,
 - 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

44. AHSC Cross-Default Provision

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

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

EXHIBIT D

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

45. Departmental Cross-Default Provision

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

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

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

EXHIBIT E

SPECIAL CONDITIONS

The following Special Conditions are applicable to this Standard Agreement:

AHSC Special Conditions for New Disbursement Deadline for Rd5

Rd5 Guidelines amended by MLK March 17, 2021

AHSC GRANT:

EXHIBIT B:

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

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

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

** Remainder of Page Left Intentionally Blank **

HCD AHSC 2340 San Jose Expenditure Schedule

Proposed expenditures for the HCD AHSC 2340 San Jose Grant.

Agency Name	Project Description	HCD Funding Amount
Balboa Park Housing Partners L.P.	BART Plaza	\$5,000,000
BART	BART cars	\$3,334,193.55
City and County of San Francisco	SFMTA-Transportation, bicycle, and pedestrian improvements and other transit oriented programming and improvement	\$1,665,806.45

TOTAL HCD: \$10,000,000

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF FINANCIAL ASSISTANCE

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



July 20, 2020

Ann Silverberg, CEO
 The Related Companies of California, LLC
 44 Montgomery Street, Suite 1300
 San Francisco, CA 94104

Sam Moss, Executive Director
 Mission Housing Development Corporation
 474 Valencia Street #280
 San Francisco, CA 94103

Dan Adams, Director
 City and County of San Francisco
 1 S Van Ness Avenue
 San Francisco, CA 94103

RE: Award Announcement - AHSC Program Round 5 FY 2018-19
PIN 45572 – Balboa Park Upper Yard

Dear Ann Silverberg, Sam Moss, and Dan Adams:

The California Department of Housing and Community Development (Department) and the Strategic Growth Council are pleased to announce that Balboa Park Upper Yard has been awarded an Affordable Housing and Sustainable Communities (AHSC) Program award in the amount of \$29,952,200. This letter constitutes notice of the award as approved by the Strategic Growth Council on 06/25/2020 of the following AHSC Program funds:

AHSC Program <i>Loan</i> Funds	
Amount Awarded	\$20,000,000
Contract Number	20-AHSC-14683

AHSC Program <i>Grant</i> Funds	
Amount Awarded	\$ 9,952,200
Contract Number	20-AHSC-14684

Balboa Park Upper Yard
July 20, 2020
Page 2

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

Sincerely,

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

Jennifer P. Seeger
Acting Deputy Director



SAN FRANCISCO PLANNING DEPARTMENT

Notice of Final Approval of an SB 35 Project

Date: October 11, 2018
BPA No.: **2018.0703.3677**
Planning Record No. 2017-012151PRJ
Project Address: **2340 San Jose Avenue (260 Geneva Avenue)**
Zoning: NCT-2 (Small-Scale Neighborhood Commercial Transit) District
85-B and 45-X Height and Bulk Districts
Block/Lot: 6973/039
Project Sponsor: Kristen Belt
Mithun
660 Market Street, #300
San Francisco, CA 94122
Staff Contact: Jeff Horn – (415) 575-6925
jeffrey.horn@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

PROJECT DESCRIPTION

The project proposes the construction of 130 below-market-rate dwelling units and one manager's unit, an approximately 4,000-square-foot child care facility with outdoor activity area (playground), approximately 3,900 square feet of ground floor retail, 2,900 square feet of office (community services and programs through the Family Wellness Community Resources Center (FWCRC), operated by Mission Housing's Resident Services Department in collaboration with partner agencies including YMCA and Instituto Familiar de la Raza), approximately 3,500 square feet of space for utilities, 9,300 square feet of common amenity space for community service and residential uses, and approximately 4,000 square feet of common open space. The property will serve a range of income levels from 30% AMI to 60% AMI with Project Based Vouchers assigned to 25% of the units.

BACKGROUND

On July 13, 2018, Kristen Belt submitted an SB 35 Application for the mixed-use project at 2340 San Jose Avenue (260 Geneva Avenue). Department staff determined that the SB 35 Application was complete, and that the proposed project was eligible for SB 35 on August 27, 2018.

The Planning Director did not request a Planning Commission Hearing or Historic Preservation Commission Hearing for this project.

PROJECT APPROVAL

The Department has determined that the project meets all of the objective standards of the Planning Code and has completed design review of the project. The project has been approved in accordance with the provisions of SB 35, as recorded in Building Permit Application No. 2018.0703.3677.

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

DIVISION OF FINANCIAL ASSISTANCE

2020 W. El Camino Avenue, Suite 670, 95833

P. O. Box 952054

Sacramento, CA 94252-2054

(916) 263-2771 / (FAX) 263-2763

www.hcd.ca.gov

November 1, 2019

MEMORANDUM FOR: All Potential Applicants

FROM: Jennifer Seeger, Acting Deputy Director
Division of Financial Assistance

SUBJECT: **Notice of Funding Availability
Affordable Housing and Sustainable
Communities Program**

The California Strategic Growth Council (SGC) and the California Department of Housing and Community Development (HCD) are pleased to announce the availability of approximately \$550 million in funding for the Affordable Housing and Sustainable Communities (AHSC) program. The purpose of the AHSC program is to reduce greenhouse gas (GHG) emissions through projects implementing land-use, housing, transportation, and agricultural land preservation practices to support infill and compact development, and support related and coordinated public policy objectives. Funding for the AHSC program is provided from the Greenhouse Gas Reduction Fund (GGRF), an account established to receive Cap-and-Trade auction proceeds.

The AHSC program furthers the purposes of AB 32 (Chapter 488, Statutes of 2006) and SB 375 (Chapter 728, Statutes of 2008). AHSC is part of the California Climate Investments, a statewide program funded through the GGRF that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.

The AHSC NOFA, Guidelines, workshop details, and related program information are available at <http://sgc.ca.gov/programs/ahsc/> or <http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml>. Application materials will be posted to <http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml> prior to NOFA workshops.

To receive information on workshops and other updates, please visit [HCD](#) and [SGC](#). Questions may be directed to the AHSC program at ahsc@hcd.ca.gov and ahsc@sgc.ca.gov.

Attachment

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

Notice of Funding Availability Round 5

November 1, 2019



**Gavin Newsom, Governor
State of California**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

**Louise Bedsworth, PhD, Director
California Strategic Growth Council**

**Douglas R. McCauley, Acting Director
California Department of Housing and Community Development**

2020 West El Camino Avenue, Suite 500, Sacramento, CA 95833
Website: <http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml>
Phone: (916) 263-2771 Email: ahsc@hcd.ca.gov

Table of Contents

I. Overview	1
A. Notice of Funding Availability	1
B. Timeline	1
C. What’s new in this NOFA	1
D. Authorizing Legislation	1
II. Program Requirements	2
A. Eligible Applicants	2
B. Eligible Projects	2
C. Eligible Costs	2
D. Program Threshold Requirements	2
E. Program Funding Amounts and Terms	2
F. Application Scoring	3
III. Application, Review, Workshops, and Appeals	3
A. Financial Assistance Application Submittal Tool (FAAST) Application Components	3
B. Hardcopy Document Submittal	4
C. Application Review	4
D. Appeals	5
E. Disclosure of Application	6
F. Application Workshops	6
IV. Award Announcements and Contracts	6
A. Award Announcements	6
B. Contracts	6
V. Other State Requirements	6
A. Article XXXIV	7
B. Pet Friendly Housing Act of 2017	7
C. State Prevailing Wages	7
VI. Other Terms and Conditions	7
A. Right to Modify or Suspend	7
B. Conflicts	7

I. Overview

A. Notice of Funding Availability

The Strategic Growth Council (SGC) and the California Department of Housing and Community Development (Department) hereby announce the availability of approximately \$550 million in funding for the Affordable Housing and Sustainable Communities (AHSC) program. The AHSC program is administered by SGC and implemented by the Department. The California Air Resources Board (CARB) provides the quantification methodology for determining the greenhouse gas (GHG) emissions reductions for the AHSC program.

These AHSC program funds will be used for loans or grants, or a combination thereof, to projects that will achieve GHG emissions reductions to benefit all California communities, particularly through increasing accessibility to affordable housing and key destinations via low-carbon transportation, resulting in fewer vehicle miles traveled (VMT) through shortened or reduced trip length or mode shift from Single Occupancy Vehicle (SOV) use to transit, bicycling or walking.

B. Timeline

NOFA Release	November 1, 2019
Application Due Date	February 11, 2020
Award Announcements	Summer 2020

C. What's New

- 1) The maximum individual award amount has increased to \$30 million.
- 2) The maximum amount to be awarded to any single Developer has been increased to \$60 million.
- 3) Department will no longer require a hardcopy submittal of the Application Workbooks. Only documents with wet signatures must be submitted in hard copy to the Department by the application due date listed in Section III.B. of this NOFA. Additionally, application materials must be submitted electronically pursuant to Section III. A. of this NOFA.

D. Authorizing Legislation

The AHSC program furthers the purposes of AB 32 (Chapter 488, Statutes of 2006) and SB 375 (Chapter 728, Statutes of 2008). Available funds are subject to the AHSC program Guidelines issued by SGC dated October 31, 2019, or as amended (Guidelines). The Guidelines include detailed information on eligibility requirements, application selection criteria, established terms, conditions, and procedures for funds awarded under AHSC. The Guidelines are available at <http://www.sgc.ca.gov/programs/ahsc/resources/>.

Applicants are responsible for complying with the AHSC program requirements set forth in the Guidelines. Applicants are urged to carefully review the Guidelines and information contained in this NOFA before submitting applications.

II. Program Requirements

The following is provided as a summary and is not to be considered a complete representation of the entirety of the eligibility, threshold, or other requirements or terms and conditions of the AHSC program. Please note that capitalized words may be defined terms and can be found in the program Guidelines. Please refer to the Guidelines for complete information.

A. Eligible Applicants

Applicants must be eligible pursuant to the Guidelines, Section 105, Eligible Applicants.

Please note: A special purpose entity, which is formed and controlled by the Developer, and which will serve as the ultimate borrower of AHSC loan funds, is not an Eligible Applicant, but may be named in the portion of the application that requests the name of the ultimate borrower.

B. Eligible Projects

Proposed projects must be eligible pursuant to the Guidelines, Section 102, Eligible Projects. Eligible projects must fall into one of the following three eligible Project Area types:

- Transit Oriented Development Project Area type (TOD)
- Integrated Connectivity Project Area type (ICP), or
- Rural Innovation Project Area type (RIPA).

C. Eligible Costs

The AHSC program funds Capital Projects and eligible Program Costs within TOD, ICP and RIPA Project Areas. For a detailed list of all eligible costs, please refer to the Guidelines, Section 103, Eligible Cost.

D. Program Threshold Requirements

In addition to meeting the requirements of the Guidelines as described in paragraphs A, B, and C above, applicants and projects are also required to meet the program threshold requirements found in Section 106 of the Guidelines.

E. Program Funding Amounts and Terms

1. **AHSC Program Funding Award Maximum:** The maximum AHSC program loan or grant award, or combination thereof, is \$30 million, with a minimum award of at least \$1 million.

2. **AHSC Program Funding Developer Maximum:** A single Developer may receive no more than \$60 million per NOFA funding cycle. This limitation may be waived by SGC, if necessary, to meet requirements referenced in the Guidelines, Section 108(d)(7).
3. **Terms of Assistance:** Assistance terms and limits are set forth in the Guidelines, Section 104, Assistance Terms and Limits. Loans for Affordable Rental Housing Developments are subject to requirements set forth in the Guidelines, Section 104(b). Grants are subject to the terms and requirements set forth in the Guidelines, Section 104(c).

F. Application Scoring

Applications will be scored according to the Guidelines, Section 107, Scoring Criteria. AHSC program funds will be allocated through a competitive process set forth in Guidelines, Section 108.

III. Application, Review, Workshops, and Appeals

Applications must meet eligibility requirements upon submission. Modification of the application forms by the applicant is prohibited. It is the applicant's responsibility to ensure the application is clear, complete, and accurate. After the application deadline, Department staff may request clarifying information, provided such information does not affect the competitive rating of the application. No information, whether written or oral, will be solicited or accepted if this information would result in a competitive advantage to an applicant or a disadvantage to other applicants. No applicant may appeal the evaluation of another applicant's application.

The AHSC NOFA, Guidelines, workshop details, and related program information are available at <http://sgc.ca.gov/programs/ahsc/resources/> or <http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml>. Application materials will be posted to <http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml> prior to NOFA workshops.

A. Financial Assistance Application Submittal Tool (FAAST) Application Components

Complete applications must include the following components:

1. AHSC Application Workbook

All applicants must complete and submit the AHSC Application Workbook.

2. AHSC Benefits Calculator Tool

All applicants must complete and submit the AHSC Benefits Calculator Tool to meet requirements referenced in Guidelines Section 106(a)(1).

3. Universal Application Workbook (UA)

The UA must be completed and submitted for projects seeking funds for Affordable Housing Development (AHD) or Housing Related Infrastructure (HRI).

4. Electronic FFAST Submission

Application materials must be submitted electronically via the FFAST system. Requirements for uploading the Application Workbook, UA Workbook, and required supporting documentation, including naming conventions, are described in the application instructions available at <http://www.hcd.ca.gov/grants-funding/active-funding/ahsc.shtml>. Applicants must upload all application materials to the **FFAST** system no later than **11:59 p.m. Pacific Standard Time on February 11, 2020**.

B. Hardcopy Document Submittal

Applicants must submit hardcopies of documents requiring wet signatures as identified in the Application Workbooks through a mail carrier service such as U.S. Postal Service, UPS, FedEx or other carrier services that provide date stamp verification confirming delivery. These documents must be received by the Department no later than **5:00 p.m., Pacific Standard Time on February 13, 2020** to the address below:

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

Division of Financial Assistance, NOFA Section
California Department of Housing and Community Development
2020 W. El Camino Avenue, Suite 650
Sacramento, CA 95833

Personal deliveries will not be accepted. No late applications, incomplete applications, facsimiles, walk-ins or application revisions will be accepted. The hardcopy documents must match documents submitted via the FFAST system. In the event of discrepancies between hardcopies and electronically submitted workbooks, the electronic FFAST submission will prevail.

C. Application Review

1. Phase One

Application completeness and satisfaction of threshold criteria described in the Guidelines will be confirmed. Please note, the threshold review for financial feasibility criteria in this phase consists of only verification of documentation completeness, not an evaluation of the material facts. That review will take place in Phase Three. Phase One is a pass/fail stage, and applicants will receive notification of their status upon completion of threshold reviews, with a five-day opportunity to appeal the findings of the reviews.

2. Phase Two

Quantitative policy criteria and greenhouse gas reductions score (GHG QM) will be evaluated for proposals that have met the requirements of Phase One. An initial score letter will be provided to applicants with a five-day opportunity to appeal the findings of the reviews. AHSC staff will review appeal responses and revise scores where appropriate. Applicants who score less than 50 percent of the total quantitative policy criteria and GHG QM points will not be eligible to move forward. The final score letter will include notification of application status.

3. Phase Three

An interagency team will review the narrative section of applications which have scored 50 percent or higher in Phase Two. During Phase Three, an in-depth evaluation of the project's financial feasibility will be performed.

D. Appeals

1. Basis of Appeals

- (a) Upon receipt of the Department's notice that an application has been determined to be incomplete, ineligible, fail threshold, or have a reduction to the initial point score, applicants under this NOFA may appeal such decision(s) to the Department pursuant to this section.
- (b) No applicant shall have the right to appeal a decision of the Department relating to another applicant's eligibility, point score, award, denial of award, or any other matter related thereto.
- (c) The appeal process provided herein applies solely to decisions of the Department made in this program NOFA and does not apply to any decisions made with respect to any previously issued NOFAs or decisions to be made pursuant to future program NOFAs.

2. Appeal Process and Deadlines

- (a) To lodge an appeal, applicants must submit to the Department, by the deadline set forth in subsection (b) below, a written appeal which states all relevant facts, arguments, and evidence upon which the appeal is based. Furthermore, the applicant must provide a detailed reference to the area or areas of the application that provide clarification and substantiation for the basis of the appeal. No new or additional information will be considered if this information would result in a competitive advantage to an applicant. Once the written appeal is submitted to the Department, no further information or materials will be accepted or considered thereafter.

Appeals are to be submitted to the Department at ahsc@hcd.ca.gov according to the deadline set forth in Department review letters.

- (b) Appeals must be received by the Department no later than five business days from the date of the Department's threshold review or initial score letters representing the Department's decision made in response to the application.

3. Decision

Any request to amend the Department's decision shall be reviewed for compliance with the [Guidelines](#) and this NOFA. All decisions rendered shall be final, binding, and conclusive, and shall constitute the final action of the Department.

E. Disclosure of Application

Information provided in the application will become a public record available for review by the public, pursuant to the California Public Records Act (Chapter 1473, Statutes of 1968). As such, any materials provided will be disclosable to any person making a request under this Act. The Department cautions applicants to use discretion in providing information not specifically requested, including, but not limited to, bank account numbers, personal phone numbers and home addresses. By providing this information to the Department, the applicant is waiving any claim of confidentiality and consents to the disclosure of submitted material upon request.

F. Application Workshops

The Department, SGC and CARB will conduct application workshops and pre-application consultations for the Round 5 application submission. AHSC workshop details and related program information will be posted on the SGC [website](#). Appointments are required for pre-application consultations. Workshop questions should be directed to ahsc@sgc.ca.gov.

IV. Award Announcements and Contracts

A. Award Announcements

Awards will be announced in summer 2020. Award recommendations will be posted with meeting materials at <http://sgc.ca.gov/meetings/>, ten days prior to the SGC public meeting.

B. Contracts

Successful Applicants (Awardee(s)) will enter into a Standard Agreement with the Department. The Standard Agreement contains all the relevant state and federal requirements, as well as specific information about the award and the work to be performed.

V. Other State Requirements

A. Article XXXIV

All projects shall comply with Article XXXIV, Section 1 of the California Constitution as clarified by the Public Housing Election Implementation Law (Health and Safety Code § 37000 - 37002). Article XXXIV documentation for loans underwritten by the Department shall be subject to review and approval by the Department prior to the announcement of award recommendations.

B. Pet Friendly Housing Act of 2017

Housing funded through the AHSC program is subject to the Pet Friendly Housing Act of 2017 (Health and Safety Code Section 50466). Each Awardee is required to submit a signed and dated certification that residents of the AHSC funded housing development will be authorized to own or otherwise maintain one or more common household pets.

C. State Prevailing Wages

AHSC program funds awarded under this NOFA are subject to state 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 Section 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>. Applicants are urged to seek professional advice as to how to comply with state prevailing wage law.

VI. Other Terms and Conditions

A. Right to Modify or Suspend

The Department reserves the right, at its sole discretion, to suspend, amend, or modify the provisions of this NOFA at any time, including without limitation, the amount of funds available hereunder. If such an action occurs, the Department will notify all interested parties and will post the revisions to the Department's website. Subscriptions to the Department's email list are available at: http://www.hcd.ca.gov/HCD_SSI/subscribe-form.html.

B. Conflicts

In the event of any conflict between the terms of this NOFA and either applicable state or federal law or regulation, the terms of the applicable state or federal law or regulation shall control. Applicants are deemed to have fully read and understand all applicable state and federal laws, regulations, and guidelines pertaining to the AHSC program, and understand and agree that the Department shall not be responsible for any errors or omissions in the preparation of this NOFA.



CALIFORNIA STRATEGIC
GROWTH COUNCIL



January 29, 2021

AHSC Round 5 Guidelines: Summary of Changes for February 24, 2021 SGC Meeting

Summary

Due to the COVID-19 health emergency, The California Strategic Growth Council is making accommodations via guidelines changes to the Affordable Housing and Sustainable Communities Program (AHSC) for Rounds 5. These changes extend project delivery timelines and allow eligible costs to be incurred sooner.

These Guidelines changes seek to respond to stakeholder feedback and meet the moment, granting projects flexibility to meet financial commitments and deliver AHSC projects, advancing sustainable development best practices, across California's many communities. AHSC program staff invite public comments on the changes to Guidelines for round 5 by 5:00 p.m. on February 5, 2021. (See "How to Comment," below, for details.)

Background

The State of California is committed to fighting climate change by reducing GHG emissions to 40 percent below 1990 levels by 2030 and to 80 percent below 1990 levels by 2050. The Affordable Housing and Sustainable Communities Program, funded by State cap-and-trade dollars programmed through California Climate Investments (CCI), helps reduce GHG emissions specifically increasing the supply of affordable housing near jobs, amenities, and transportation. AHSC is an important funding source for communities seeking to implement sustainable development practices, including those that are part of regional Sustainable Communities Strategies pursuant to SB 375 (Steinberg, 2008), that make it easier for residents to drive less by providing active transportation options such as walking, biking, and transit. This focus on climate action is built into the AHSC program guidelines, which AHSC staff and the Council revise each round to ensure the program continues to serve its climate mission in light of new policies, metrics, and contexts that influence the intersecting issue areas – including, but not limited to, housing, transportation, energy, urban greening, and equity – that fall under the AHSC umbrella.

Summary of Changes

The following summary reflects updates proposed in the Round 5 AHSC Guidelines. Changes are listed in the order they appear in the Guidelines.

- **Section 104(c)(2) – Assistance Terms and Limits** – Allows eligible AHSC costs to be incurred after award instead after until the Standard Agreement is signed.

These costs are eligible for reimbursement after awardees sign the Standard Agreement. This change is intended to provide flexibility to awarded recipients in allowing them to begin project construction sooner, advancing the timeline for completion.

- **Section 111(a) and (b) – Performance Requirements** – To accommodate for delays due to the COVID-19 pandemic, SGC proposes extending project milestones, allowing recipients roughly three years from their award date to begin construction and six years to complete construction. These dates are proposed as July 30, 2023 and July 30, 2026, respectively. Currently, deadlines are set at July 30, 2022 and July 30, 2025, respectively. These changes reflect feedback from award recipients that COVID-19 has impacted permitting processes and construction time tables.

How to Comment

The comment period for this draft is open from January 29, 2021 until February 5, 2021 at 5:00 P.M. Comments on the AHSC Round 5 Guidelines should be submitted via email to AHSC Program staff at AHSC@sgc.ca.gov.

To receive a version of the draft guidelines with changes tracked, send an email request to AHSC@sgc.ca.gov.

The best way to stay up-to-date on the AHSC Program is by registering for the [AHSC and SGC email lists](#).

AFFORDABLE HOUSING AND SUSTAINABLE COMMUNITIES PROGRAM

ROUND 5
FY 2018-2019 PROGRAM GUIDELINES



CALIFORNIA STRATEGIC
GROWTH COUNCIL



October 31, 2019

Technical Amendments: 12/9/19, and 2/24/21

TABLE OF CONTENTS

Article I. AHSC General Overview.....	3
Section 100. Purpose and Scope	3
Section 101. AHSC Program Overview	4
Article II. Program Requirements and Procedures	6
Section 102. Eligible Projects	7
Section 103. Eligible Costs.....	9
Section 104. Assistance Terms and Limits	18
Section 105. Eligible Applicants.....	21
Section 106. Program Threshold Requirements	22
Section 107. Scoring Criteria	27
Section 108. Application Process	41
Article III. Legal and Reporting Requirements	45
Section 109. Legal Documents.....	45
Section 110. Reporting Requirements.....	49
Section 111. Performance Requirements	51
Section 112. Defaults and Cancellations	52
Section 113. Prevailing Wages.....	53
Appendix A. Definitions	54
Appendix B. Federally Recognized Indian Tribe Eligibility	65
Appendix C. Awardee Publicity Guidelines.....	67

Note: Defined terms are bolded throughout the document. Refer to Appendix A for complete definitions.

Article I. AHSC General Overview

Section 100. Purpose and Scope

- (a) The purpose of these Program Guidelines is to implement Division 44, Part 1 of the Public Resources Code (PRC) (commencing with Section 75200), which establishes the Affordable Housing and Sustainable Communities (AHSC) Program, hereinafter referred to as the **AHSC Program**.
- (b) The purpose of the **AHSC Program** is to reduce greenhouse gas (GHG) emissions through projects that implement land-use, housing, transportation, and agricultural land preservation practices to support infill and compact development, and that support related and coordinated public policy objectives, including the following:
 - (1) reducing air pollution;
 - (2) improving conditions in disadvantaged communities;
 - (3) supporting or improving public health and other co-benefits as defined in Section 39712 of the Health and Safety Code;
 - (4) improving connectivity and accessibility to jobs, housing, and services;
 - (5) increasing options for mobility, including the implementation of the Active Transportation Program established pursuant to Section 2380 of the Streets and Highway Code;
 - (6) increasing transit ridership;
 - (7) preserving and developing affordable housing for lower income households, as defined in Section 50079.5 of the Health and Safety Code; and
 - (8) protecting agricultural lands to support infill development.

Section 101. AHSC Program Overview

The **AHSC Program** furthers the purposes of AB 32 (Chapter 488, Statutes 2006) and SB 375 (Chapter 728, Statutes, 2008) by investing in projects that reduce GHG emissions by supporting more compact, infill development patterns, encouraging active transportation and transit usage, and protecting agricultural land from sprawl development. The Greenhouse Gas Reduction Fund (GGRF), an account established to receive proceeds from Cap-and-Trade auctions, provides funding for the **AHSC Program**. The Cap-and-Trade Program, a key strategy for achieving the GHG emission reduction goals of AB 32, issues a limited number of GHG emissions permits (called allowances) each year. A portion of these allowances can be purchased from the State at quarterly auctions, thereby generating auction proceeds. These State auction proceeds are then deposited in the GGRF, where they become available for appropriation by the Legislature to further the purposes of AB 32.

The **AHSC Program** is administered by the **Strategic Growth Council (Council)**. The **Department of Housing and Community Development (Department)** will implement the transportation, housing and infrastructure components of the **AHSC Program**. The **Council** staff will coordinate efforts with **Department** staff, working with the **California Air Resources Board (CARB)** and the **Council** to administer the broader **AHSC Program**, including developing program guidelines, evaluating applications, preparing agreements, monitoring agreement implementation, and program reporting.

- The **Council** will coordinate with **CARB** to develop and incorporate consistent guidance in the following areas, which will apply to all GGRF programs, including the **AHSC Program**:
- Expenditure records to ensure investments further the goals of AB 32.
- SB 535 (Chapter 830, Statutes 2012) and AB 1550 requirements to maximize benefits to **Disadvantaged Communities, Low-Income Communities, and Low-Income Households**.
- Consistent methodologies for quantifying GHG reductions and other economic, environmental and public health co-benefits.
- Project tracking and reporting.

The **AHSC Program** provides grants and/or loans to projects that achieve GHG emission reductions and benefit **Disadvantaged Communities, Low-Income Communities, and Low-Income Households** through increasing accessibility of affordable housing, employment centers and **Key Destinations** via low-carbon transportation resulting in fewer vehicle miles traveled (VMT) through shortened or reduced vehicle trip length or mode shift to transit, bicycling or walking. Three **Project Area** types have been identified to implement this strategy: 1) Transit Oriented Development (TOD) Project Areas, or 2) Integrated Connectivity Project (ICP) Project Areas, or 3) Rural Innovation Project Areas (RIPA).

AHSC awards funds will be allocated through a competitive process, based on the merits of applications submitted and the proposed use of funds within the identified **Project Area**. The threshold requirements and application selection criteria focus on the extent to which developments realize the **AHSC Program's** objectives of reducing GHG emissions,

benefiting **Disadvantaged Communities, Low-Income Communities, and Low-Income Households**, providing affordable housing, demonstrating project readiness, and meeting other policy considerations.

Disadvantaged Community Benefits

In June 2018, using the updated results from CalEnviroScreen 3.0, the California Environmental Protection Agency (CalEPA) identified **Disadvantaged Communities** to include census tracts that fall within the top 25 percent of CalEnviroScreen 3.0, plus an additional 22 census tracts that score in the highest 5 percent of CalEnviroScreen's Pollution Burden but do not have an overall CalEnviroScreen score because of unreliable socioeconomic or health data. AB 1550 has also created investment requirements for **Low-Income Communities** and **Low-Income Households**. In July 2018, CARB approved the *Funding Guidelines for Agencies Administering California Climate Investments* that will provide criteria to evaluate whether a project provides a benefit to a **Disadvantaged Community, Low-Income Community, or Low-Income Household**. These guidelines can be found here: www.arb.ca.gov/ccifundingguidelines.

A **Project** that is located in and provides benefits to a **Disadvantaged Community, Low-Income Community, or Low-Income Households** may receive priority for funding in order to meet the AHSC Program **Disadvantaged Community** and **Low-Income Community** funding requirements. All applicants must evaluate the criteria for demonstrating a benefit to **Priority Populations** as part of the application, and, if applicable, demonstrate in the application how the **Capital Project** or **Program Costs** within the **Project** meets one of the criteria.

Article II. Program Requirements and Procedures

Figure 1: AHSC Program Summary

Project Area Types	Transit Oriented Development (TOD) Project Area	Integrated Connectivity Project (ICP) Project Area	Rural Innovation Project Area (RIPA)
Transit Requirements (All Project Areas) §102	<ul style="list-style-type: none"> ▪ MUST include Qualifying Transit ▪ Qualifying Transit includes various forms of Rail Service, Bus Service and Flexible Transit Service. ▪ All Project Areas MUST also include a Transit Station/Stop, served by at least one Qualifying Transit line departing two or more times during Peak Hours (unless it is Flexible Transit Service). <p><i>Note: ICP/RIPA projects that propose addition of High Quality Transit will remain eligible as an ICP/RIPA.</i></p>		
Project Area Specific Transit Requirements §102	<ul style="list-style-type: none"> ▪ MUST be served by High Quality Transit ▪ Headway frequency of 15 minutes or less during Peak Hours ▪ Must operate on a railway or be a Bus Rapid Transit (BRT) service that either fully or partially operates on a dedicated bus-only lanes 	<ul style="list-style-type: none"> ▪ CANNOT be served by High Quality Transit 	<ul style="list-style-type: none"> ▪ CANNOT be served by High Quality Transit ▪ MUST be located within a Rural Area
Required AHSC Funded Components §102 & §103	<ul style="list-style-type: none"> ▪ At least fifty (50) percent of AHSC Program funds MUST be used for Affordable Housing (which includes Affordable Housing Developments or Housing Related Infrastructure) AND ▪ At least one other type of Eligible Capital Project or Program Cost 	<ul style="list-style-type: none"> ▪ At least fifty (50) percent of AHSC Program funds MUST be used for Affordable Housing (which includes Affordable Housing Developments or Housing Related Infrastructure) ▪ AHSC Program funds MUST be used for Sustainable Transportation Infrastructure AND Affordable Housing (which includes Affordable Housing Developments or Housing Related Infrastructure) 	
Eligible Capital Projects or Program Costs §103	<ul style="list-style-type: none"> ▪ Affordable Housing Developments (AHD) ▪ Housing Related Infrastructure (HRI) ▪ Sustainable Transportation Infrastructure (STI) ▪ Transportation-Related Amenities (TRA) ▪ Programs (PGM) 		
Affordable Housing Development Requirements §103	<p>Affordable Housing Developments may be:</p> <ul style="list-style-type: none"> ▪ New construction ▪ Acquisition and Substantial Rehabilitation including preservation of affordable housing at-risk ▪ Conversion of one or more nonresidential structures to residential dwelling units 		
Funds Available §108	Target 35 percent of available funds to TOD Project Areas	Target 45 percent of available funds to ICP Project Areas	Target 10 percent of available funds to RIPAs
Target a project from a Federally Recognized Indian Tribe, an eligible entity having co-ownership with a Federally Recognized Indian Tribe, or an eligible entity established by a Federally Recognized Indian Tribe to undertake Tribal housing projects			
Project Awards §104	<p>All Project Area Types are subject to the following minimum and maximum award amounts:</p> <p style="margin-left: 40px;">Maximum: \$30 Million</p> <p style="margin-left: 40px;">Minimum: \$1 Million</p>		
Statutory Funding Set-asides §108	<ul style="list-style-type: none"> ▪ 50 percent of the AHSC Program expenditures shall be for Affordable Housing (Health & Safety Code § 39719(a)(1)(C)) ▪ 50 percent of AHSC Program expenditures shall be for projects benefitting Disadvantaged Communities (Public Resources Code § 75214) <p><i>Note: A single project can address both set-asides above, and are not mutually exclusive.</i></p>		

Section 102. Eligible Projects

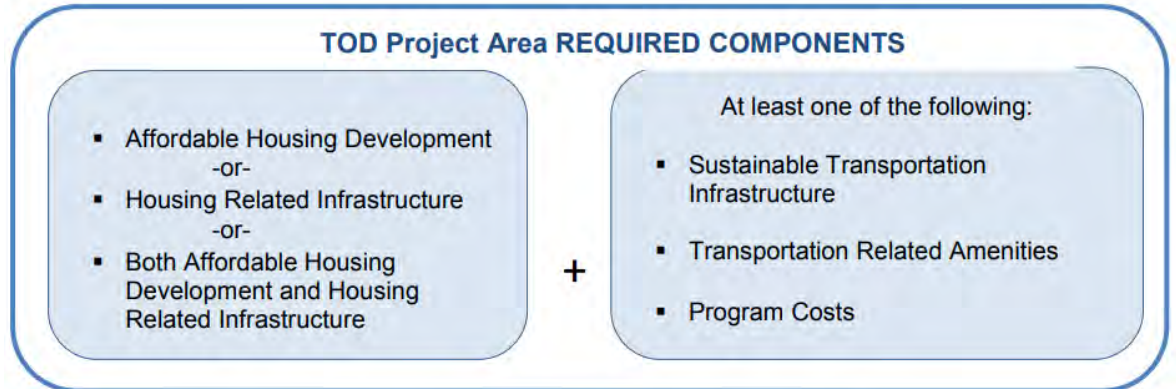
The **AHSC Program** is designed to implement GHG emissions reductions through a reduction of vehicle miles travelled (VMT), or fewer and shorter auto-trips. The **AHSC Program** will fund integrated land use and transportation projects supporting low-carbon transportation options. Promoting mode shift to low-carbon transportation will require strategies that link residential areas, major employment centers and other **Key Destinations** to accessible, reliable, affordable, safe and comfortable transit and active transportation options.

- (a) All applicants are required to define a **Project Area**. The **Project Area** is the area which encompasses transit, housing and destinations and is the area in which **AHSC Program** funds will be invested. Each **Project Area** must:
- (1) Be a contiguous area included within a distinct planning area in a local or regional planning document(s) or transit service area
 - (2) Include at least one **Transit Station/Stop** consistent with the requirements set forth in (c) or (d) below; and
 - (3) Be of a defined size consistent with one of the following:
 - (A) For **Project Areas** with fixed transit routes, the defined **Project Area** may not exceed a one (1) mile radius from the identified **Transit Station/Stop**.
 - (B) For Project Areas with **Flexible Transit Service** routes, the defined **Project Area** must be defined based on the identified service area of the transit line.
 - (C) For Project Areas which include a **Transit Corridor** or bicycle network or both, the defined **Project Area** must be identified in a plan, i.e. general plan, bicycle master plan or transit corridor implementation plan.
- (b) The **AHSC Program** includes three eligible **Project Area** types as defined below:
- (1) Transit Oriented Development (TOD) **Project Areas**,
 - (2) Integrated Connectivity Project (ICP) **Project Areas**, and
 - (3) Rural Innovation **Project Areas** (RIPA).

All projects regardless of **Project Area** type must demonstrate VMT reduction through fewer or shorter vehicle trips or incentivize mode shift to transit use, bicycling or walking within transit areas, with an emphasis on integration of or development of affordable housing, and with an emphasis on providing **Disadvantaged Community** or **Low-Income Community** benefits. There are several differentiating requirements between each **Project Area** type, as described below.

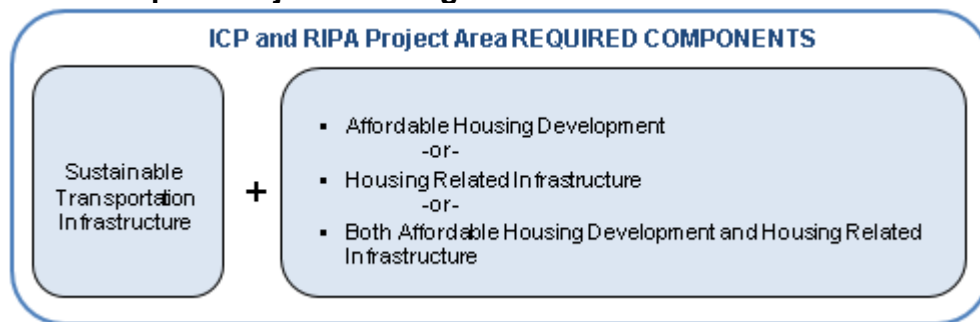
- (c) **TOD Project Areas** must demonstrate ALL of the following:

- (1) Include at least one (1) **Transit Station/Stop** served by **High Quality Transit** at the time of application submittal;
- (2) Include an **Affordable Housing Development** located no farther than one-half mile from a **Transit Station/Stop** served by High Quality Transit. While the TOD Project Area must include an **Affordable Housing Development**, it may be funded from sources other than the AHSC Program but must meet the requirements of Section 103 (a)(1)(A) through (C); and
- (3) Include **Capital Projects** or **Program Costs** as follows:



(d) **ICP Project Areas** must meet all of the following:

- (1) Include at least one (1) **Transit Station/Stop**
- (2) Include an **Affordable Housing Development** served by at least one (1) mode of **Qualifying Transit** that does not meet the requirements of **High Quality Transit** at the time of application submittal; and
- (3) Include **Capital Projects** or **Program Costs** as follows:



Affordable Housing Developments must be located within one-half mile of a **Transit Station/Stop** by the time a certificate of occupancy is provided.

(e) **RIPAs** must meet all the requirements detailed in Section 102(d) above for an **ICP Project Area** and must be located within a **Rural Area**.

Section 103. Eligible Costs

The **AHSC Program** funds **Capital Projects** and eligible **Program Costs** within TOD, ICP and RIPA **Project Areas** consistent with requirements of Section 102(c),(d) and (e) as follows:

Figure 2	
Eligible Capital Projects and Program Costs	
Eligible Capital Projects	
<ul style="list-style-type: none"> ▪ Affordable Housing Development (AHD) ▪ Housing-Related Infrastructure (HRI) ▪ Sustainable Transportation Infrastructure (STI) ▪ Transportation-Related Amenities (TRA) 	
Eligible Program Costs (PGM)	
<ul style="list-style-type: none"> ▪ Active Transportation Programs ▪ Transit Ridership Programs ▪ Criteria Air Pollutant Programs ▪ Workforce Development Programs ▪ Car Share Programs 	

Note: Each Capital Project or Program Cost must be unique to a single application and cannot be split over multiple applications.

Examples of **Eligible Costs** within each category of eligible **Capital Projects** and **Program Costs** are identified in Figure 3 below:

Figure 3: Eligible Cost Examples	AHD/ HRI	STI	TRA	PGM
Construction or Substantial Rehabilitation of affordable housing	X			
Installation of new or improved walkways that improve mobility and access of pedestrians		X		
Installation of new or improved bikeways that improve mobility and access of cyclists		X		
Installation of new or improved pedestrian crossings or over-crossings		X		
Non-capacity increasing streetscape improvements, including, but not limited to the installation of lighting, signage, or other related amenities for pedestrians, cyclists and transit riders			X	
Street crossing enhancements including installation of accessible pedestrian signals		X		
Traffic calming projects including development of curb extensions, roundabouts, median islands, "road diets," lane narrowing projects		X		
Signage and way-finding markers			X	
Installation of traffic control devices to improve safety of pedestrians and bicyclists		X		

Figure 3 (continued): Eligible Cost Examples	AHD/ HRI	STI	TRA	PGM
Street furniture (e.g. benches, shade structures, etc.)			X	
Bicycle repair kiosks			X	
Publicly accessible bicycle parking			X	
Bike sharing infrastructure and fleet		X		
Bicycle carrying structures on public transit			X	
Development of a dedicated bus lanes as part of a BRT project		X		
Development and/or improvement of transit facilities or stations		X	X	
Transit related equipment to increase service or reliability		X		
Transit Signal Priority technology systems		X		
Real-time arrival/departure information systems			X	
Installation of at-grade boarding infrastructure		X		
Development or improvement of shelters or waiting areas at transit station/stops			X	
Transit ticket machine purchase or improvements			X	
Transit passenger amenities - e.g. Wi-Fi access			X	
Transit Vehicle Procurement for service expansion		X		
Transit Operations for service expansion		X		
Station area signage			X	
Energy Efficiency and Renewable Energy	X	X	X	
Open Network or transit vehicle only ZEV Charging Infrastructure	X	X	X	
Water Efficiency	X	X	X	
Urban Greening	X	X	X	
Pedestrian and bicycle safety education programs				X
Development and publishing of community walking and biking maps, including school route/travel plans				X
Development and implementation of "walking school bus" or "bike train" programs				X
School crossing guard training programs				X
Bicycle clinics				X
Public outreach efforts to increase awareness and understand the needs of active transportation users				X
Bike sharing program operations				X
Ride and/or car share programs				X
Transit subsidy programs				X
Education and marketing of transit subsidy programs				X
Transportation Demand Management (TDM) programs				X
Air pollution exposure reduction program				X
Workforce development partnerships				X

(a) **Capital Projects**

(1) **Affordable Housing Development Capital Projects**

(A) **Affordable Housing Development Capital Projects** must:

- (i) Consist of one or more of the following:
 - a. New Construction
 - b. Acquisition and **Substantial Rehabilitation** (including preservation of affordable housing at-risk of conversion to market rate). The acquisition must be made through a bona fide sale or transfer from the existing ownership entity to the new ownership entity comprised of a completely disparate ownership structure, which contains no common entity interest at any level of the organizational structure.
 - c. Conversion of one or more nonresidential structures to residential dwelling units;

*Note: Re-syndication of an **Affordable Housing Development** is not an eligible **Capital Project**.*

- (ii) Be located within one-half ($\frac{1}{2}$) mile from a **Transit Station/Stop** that meets the **Project Area** transit requirements as defined in Section 102(c) or (d). The one-half ($\frac{1}{2}$) mile is to be measured from the nearest boarding point of the **Transit Station/Stop** to the entrance of the residential structure in the **Affordable Housing Development** furthest from the **Transit Station/Stop** along a walkable route. The walkable route, after completion of the proposed **Project**, shall be free of negative environmental conditions that deter pedestrian circulation such as barriers, stretches without sidewalks or walking paths, noisy vehicular tunnels, streets, arterials or highways without regulated crossings that facilitate pedestrian movement, minimize stretches without shade or cover, or stretches without lighted streets;
- (iii) Rental **Affordable Housing Developments** must include at least 20 percent of the total residential units as **Affordable Units** with an overall **Project** average affordability of all **Restricted Units** within the **Project** no greater than 50 percent represented by **Area Median Income (AMI)**. Average affordability means the total number of **Restricted Units** multiplied by each restricted affordability level divided by the total **Restricted Units**. For example, for a 30 unit project with 10 units restricted to 40 percent and 10 units restricted to 60 percent AMI the calculation of the average affordability would be as follows:

10 units @ 40% AMI → 10 x 40 = 400
 10 units @ 60% AMI → 10 x 60 = 600
 400 + 600 = 1000
 1000/ 20 total restricted units = average affordability of 50%

Homeownership **Affordable Housing Developments** must include at least 20 percent of the total residential units as Affordable Units with an overall **Project** average affordability of all **Restricted Units** within the **Project** no greater than 80 percent represented by **Area Median Income (AMI)**.

and;

- (iv) Have a minimum **Net Density**, upon completion of the **Affordable Housing Development**, not less than that shown on the following table:

Figure 4: Minimum Net Density Requirements		
Project Area Type	Residential only Projects	Mixed-Use Projects (Floor Area Ratio)
TOD	30 units per acre	>2.0
ICP	20 units per acre	>1.5
RIPA	15 units per acre	>0.75

- a. Mixed-use **Affordable Housing Developments** may demonstrate consistency with the **Net Density** requirements through either the unit per acre or **Floor Area Ratio** requirements detailed in Figure 4.
- b. Acquisition and **Substantial Rehabilitation** (including preservation of affordable housing at-risk of conversion to market rate housing) are exempt from the above minimum density requirements but shall not result in fewer units or lower percentage of total affordability than currently exists except where reductions in unit count are required to meet building code requirements.
- (v) Must supply at least one (1) **Secure Overnight Bicycle Parking** spot for every two residential units that is not publicly accessible and is completely enclosed. Bicycle parking at the **Affordable Housing Development** will be considered an eligible cost but may not be used to meet required **Project Area** components as outlined in Section 102.

(B) **Affordable Housing Development Capital Projects** may:

- (i) Include residential units that are rental or owner-occupied, or a combination of both;

- (ii) Consist of scattered sites constituting a single, integrated **Affordable Housing Development** that meets the requirements set forth by Section 8303(b) of the Uniform Multifamily Regulations (UMRs); or
 - (iii) Include nonresidential uses that are compatible under local zoning.
- (C) Eligible costs for **Affordable Housing Development Capital Projects** are limited to:
- (i) Costs for a **Housing Development**, as specified in Section 7304(a) and (b) of the MHP Guidelines dated June 19, 2019 (MHP Guidelines). Section 7304(b)(10) the reasonable developer fee subject to the provisions of Section 7305, must be calculated as applicable using the **TCAC** Regulations dated February 27, 2019.
 - (ii) 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, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 10 percent of total **AHSC Program** award.
 - (iii) Each AHSC application may budget up to 2 percent of their total funding request for **Employment Benefits and Outcomes Reporting**. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. **Employment Benefits and Outcomes Reporting** costs are not included within the soft costs cap.
- (D) **Affordable Housing Development and Housing Related Infrastructure Capital Projects** must comprise *at least* fifty (50) percent of total AHSC funds requested.
- (E) A single **Affordable Housing Development Capital Project** may not include more than one **Affordable Housing Development**, nor may it include an **Affordable Housing Development** that contains multiple development sites when one development site is receiving four percent low-income housing tax credits, and another is receiving nine percent low-income housing tax credits. An application proposing an **Affordable Housing Development** with both four percent low-income housing tax credits and nine percent low-income housing tax credits will be disqualified on the grounds that it is not proposing a **Project** within the meaning and design of the **AHSC Program**. To the extent such tax credit scenarios are contemplated, they shall constitute two separate and independent **Projects**, each of which must submit an entirely separate application and qualify independently of the other.

(2) **Housing-Related Infrastructure Capital Projects**

- (A) Eligible costs for **Housing-Related Infrastructure Capital Projects** are limited to:
- (i) Capital improvements required by a **Locality**, transit agency, or special district as a condition to the approval of the **Affordable Housing Development**.
 - (ii) 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, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 10 percent of total **AHSC Program** award.
 - (iii) Each AHSC application may budget up to 2 percent of their total funding request for **Employment Benefits and Outcomes Reporting**. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. **Employment Benefits and Outcomes Reporting** costs are not included within the soft costs cap.
 - (iv) Required environmental remediation necessary for the **Capital Project** where the cost of the remediation does not exceed 50 percent of **AHSC Program** grant funds.
 - (v) Real property acquisition of the **Housing-Related Infrastructure** project site and associated fees and costs (not to exceed 10 percent of the total **AHSC Program** award). Real estate commissions for purchase or acquisition are not an eligible expenditure.
 - (vi) Impact fees required by local ordinance are eligible for funding only if used for the identified eligible **Capital Project** not to exceed 15 percent of the **AHSC Program** award up to \$300,000.
- (B) **Affordable Housing Development** and **Housing Related Infrastructure Capital Projects** must comprise *at least* fifty (50) percent of total AHSC funds requested.
- (3) **Sustainable Transportation Infrastructure Capital Projects** (including **Active Transportation** and transit infrastructure)
- (A) Eligible costs for **Sustainable Transportation Infrastructure Capital Projects** are limited to:
- (i) Capital improvements that result in the improvement or addition of infrastructure that encourages mode-shift by enhancing: 1) public transit access; 2) pedestrian network; or 3) bicycle network (includes public bike-share infrastructure and fleet) within the defined **Project**

Area meeting the transit requirements detailed in Section 102 (c) or (d).

- (ii) Soft costs such as those incidentally but directly related to construction or project plans, specifications and estimates including, but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 30 percent of total **AHSC Program** award.
- (iii) Each AHSC application may budget up to 2 percent of their total funding request for **Employment Benefits and Outcomes Reporting**. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. **Employment Benefits and Outcomes Reporting** are not included within the soft costs cap.
- (iv) **Activity Delivery Costs** that are associated with the implementation of the **Capital Project** not to exceed 10 percent of the costs associated with the **Capital Project**.
- (v) Operations expenditures for up to 2 years that directly expand transit service by supporting new or expanded routes and may include wages, fueling, maintenance, and other costs to operate those services.
- (vi) Other **Capital Project** costs required as a condition of local approval for the **Capital Project**, as approved by the **Department**.

(B) The total combined grant amount for **Sustainable Transportation Infrastructure Capital Projects** and **Transportation-Related Amenities Capital Projects** within a **Project Area** shall not exceed \$10,000,000.

(4) **Transportation-Related Amenities Capital Projects**

(A) **Transportation-Related Amenities** must be publicly accessible.

(B) Eligible costs for **Transportation-Related Amenities Capital Projects** are limited to:

- (i) Capital improvements that are publicly accessible and provide supportive amenities to cyclists, pedestrians, and transit riders (i.e. bike parking, bus shelter, benches, street trees, etc.) within the defined **Project Area** meeting the transit requirements detailed in Section 102 (c) or (d).
- (ii) Soft costs such as those incidentally but directly related to construction project plans, specifications and estimates including,

but not limited to, planning, engineering, construction management, architectural, and other design work, environmental impact reports and assessments, appraisals, legal expenses, and necessary easements. Soft costs shall not exceed 10 percent of total **AHSC Program** award.

- (iii) Each AHSC application may budget up to 2 percent of their total funding request for **Employment Benefits and Outcomes Reporting**. This amount will scale with the size of the Applicant's funding request. Applicants should consider the size of their loan and grant funded project components when allocating this item into capital cost budgets. **Employment Benefits and Outcomes Reporting** costs are not included within the soft costs cap.
- (iv) **Activity Delivery Costs** that are associated with the implementation of the **Capital Project** not to exceed 10 percent of the costs associated with the **Capital Project**.
- (v) Other **Capital Project** costs required as a condition of local approval for the **Capital Project**, as approved by the **Department**.

(C) The total combined grant amount for **Sustainable Transportation Infrastructure Capital Projects** and **Transportation-Related Amenities Capital Projects** within a **Project Area** shall not exceed \$10,000,000.

(b) **Program Costs**

- (1) **Program Costs** include those costs typically associated with 1) program creation, or 2) expansion of existing programs to serve new populations or offer new program service and implementation. Eligible costs may include operational costs for programs for the term of the grant (3 years). Programs include education, outreach and training programs for **Active Transportation** or transit ridership; air pollution exposure reduction; workforce development partnerships; and outreach, education, and subsidy to low-income residents for **ZEV** car sharing.
- (2) The total grant amount for **Program Costs** within a **Project Area** shall not exceed 30 percent of the funding request for the overall **Project** up to \$500,000. Costs incurred for required transit passes or cards described in Section 106 (4) will not contribute to this cap.

(c) Ineligible costs include all of the following:

- (1) Costs are not eligible for funding if there is another feasible, available source of committed funding for the **Project** portion thereof to be funded by the **AHSC Program** or if the cost is incurred prior to **AHSC Program** award;
- (2) Routine maintenance or operations of transportation infrastructure including the general transit fleet, not including AHSC funded transit service expansion;

- (3) In lieu fees for local inclusionary housing programs;
- (4) Ongoing operational costs beyond the term of the grant (three years) for **Program Costs**; and
- (5) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).

Section 104. Assistance Terms and Limits

- (a) The maximum **AHSC Program** loan or grant award, or combination thereof, for a TOD, ICP and RIPA **Project Area** is \$30 million with a minimum award of \$1 million.
- (b) Loans for rental **Affordable Housing Developments**, or the rental portions of an **Affordable Housing Development**, are subject to the following terms:
 - (1) **AHSC Program** funds will be provided as a loan for permanent financing by the **Department** to the owner of the **Affordable Housing Development**, with the same terms as the **Department's MHP** Program financing as set forth in Section 7308 of the MHP Guidelines.
 - (2) The maximum loan amount shall be calculated pursuant to Section 7307 of the **MHP Guidelines** based on the number of **Restricted Units** in the **Affordable Housing Development**, affordability, unit sizes, and location in addition to the base amount for loan calculation as follows: \$95,000 for projects receiving 9 percent tax credits and \$175,000 for projects not receiving 9 percent tax credits. A manager's unit will be considered to be a Restricted Unit for the purpose of allocating **Affordable Housing Development** costs and may qualify for a loan amount up to the amount applicable to the 60 percent AMI level.
 - (3) Unless contradictory to any other provision expressly set forth herein, the currently adopted and applicable UMRs as may be amended from time to time, all as set forth in the **CCR**, Title 25, commencing with Section 8300 ("UMRs") are hereby incorporated by reference in their totality into these Guidelines.
 - (4) Use of multiple **Department** funding sources on the same Assisted Units (subsidy stacking) is prohibited. "**Department** funding sources" shall mean loan or grant funds awarded for permanent funding of development costs (which shall not include funds specifically designated for capitalized operating or operating subsidy reserves) under the following programs:
 - (A) Supportive Housing Multifamily Housing program;
 - (B) **MHP**
 - (C) Veterans Housing and Homelessness Prevention program;
 - (D) No Place Like Home Program, including funds awarded either by the Department or an Alternative Process County;
 - (E) Affordable Housing and Sustainable Communities program - Affordable Housing Development loans, but not grants for Housing Related Infrastructure, Sustainable Transportation Infrastructure, Transportation Related amenities or Program Costs, all as defined in the program guidelines;

- (F) Transit Oriented Development program – rental housing development loans, but not grants for infrastructure;
 - (G) Joe Serna, Junior Farmworker Housing Grant program;
 - (H) SB 2 Farmworker Housing Program;
 - (I) Housing for a Healthy California program, including funds awarded either by the Department of Housing and Community Development or a county.
- (c) Grants shall be subject to the following terms:
- (1) The applicant must demonstrate that the grant will not result in a profit that exceeds the commercially reasonable range for other developments of similar size and level of risk.
 - (2) **AHSC Program** grant funds will be disbursed as reimbursed progress payments for eligible costs incurred after [the award of funds, at a Strategic Growth Council meeting, execution of the Standard Agreement](#) in the amount not to exceed the **AHSC Program** award of funds. Costs incurred prior to execution of the Standard Agreement are not eligible for reimbursement.
 - (3) If the **Capital Project** grant includes multiple phases or developments, all entitlements and construction funding commitments for the first phase must be received prior to the initial disbursement of AHSC funds.
 - (4) For **Housing-Related Infrastructure Capital Project** grants:
 - (A) The total **Housing-Related Infrastructure Capital Project** grant amount is \$35,000 per residential unit in the proposed **Affordable Housing Development**, or \$50,000 per **Restricted Unit**.
 - (B) Conditions precedent to the first disbursement of **AHSC Program** funds shall include receipt of all required public agency entitlements and all construction funding commitments for the **Affordable Housing Development** supported by the **Housing-Related Infrastructure Capital Project**.
 - (C) Rental **Affordable Housing Developments** supported by the **Housing-Related Infrastructure Capital Project** shall be subject to a recorded covenant ensuring affordability for duration of at least 55 years, recorded on the fee interest of the real property on which the rental **Affordable Housing Development** is to be located.
 - (D) Homeownership **Affordable Housing Developments** supported by the **Housing-Related Infrastructure Capital Project** shall be subject to a recorded covenant with a duration of at least 30 years that includes either a resale restriction or equity sharing upon resale, recorded on the fee interest of the real property on which the homeownership **Affordable Housing Development** is to be located.

- (E) For homeownership **Affordable Housing Developments, AHSC Program** assistance will be provided in the form of a grant from the **Department** to a **Locality** or **Developer**. It will be disbursed as reimbursed progress payments for **Eligible Costs** incurred for the construction of **Housing Related Infrastructure** required as a condition of approval of the homeownership **Affordable Housing Development**, made available for sale to qualified first-time homebuyers. The total first-time homebuyer grant amount is \$50,000 per **Restricted Unit**. Prior to any disbursement, an affordability covenant will be recorded against the fee interest in the property of the **Affordable Housing Development**. At the time of sale of the **Restricted Unit** to a qualified first-time homebuyer, either the affordability covenant or a resale restriction will be recorded against the **Restricted Unit** for a period of not less than 30 years from the date of recordation.

Section 105. Eligible Applicants

(a) Eligible Applicants

- (1) Eligible applicant entities shall include any of the following:
 - (A) A **Locality**, public housing authority, redevelopment successor agency, transit agency or transit operator, Regional Transportation Planning Agency (RTPA), local Transportation Commission, Congestion Management Agency, Joint Powers Authority (JPA), school district, facilities district, University or Community College District.
 - (i) For **STI** or **TRA** components only, an applicant may provide an executed agreement with a specific **Locality** or transportation agency non-applicant for the completion of the **STI** or **TRA** components of the AHSC Project for which funding is sought.
 - (B) A **Developer** or **Program Operator**.
 - (C) A **Federally Recognized Indian Tribe** whose **Project** meets requirements listed in detail in Appendix B.
- (2) A special purpose entity formed and controlled by the **Developer**, and which will serve as the ultimate borrower of AHSC loan funds, is not an **Eligible Applicant**. A special purpose entity ultimate borrower may be listed on the AHSC Program application in the appropriate, designated fields for listing such a borrower entity.
- (3) Where a **Public Agency** has a real property interest in the proposed **Project**, the application must include the **Public Agency** as a joint applicant or otherwise include a commitment to enter into a contractual agreement to develop the **Project**, if it is awarded.
- (4) Joint applicants for the **Project** will be held jointly and severally liable for the completion of the **Project**.
 - (A) A **Recipient** of **Department** funds must remain liable for performing all requirements of the award of funds as set forth in the Standard Agreement. Where there are multiple **Recipients**, all such **Recipients** must remain jointly and severally liable to the **Department** for that performance. Notwithstanding the foregoing, **Recipients** may indemnify each other by entering into agreements with one another as to particular portions of the award. In no event will any such agreement alter, amend, or revoke each individual **Recipient's** obligations to the Department, including the joint and several liability.

Section 106. Program Threshold Requirements

(a) Application Threshold Requirements

In addition to requirements detailed in Sections 102 through 105, to be eligible for **AHSC Program** funding, an application shall demonstrate to the **Department** all of the following:

- (1) The proposed **Project** will achieve a reduction in GHG emissions through fewer vehicle miles travelled (VMT), pursuant to the most recent **AHSC Program** Quantification Methodology, available on the California Air Resources Board's Climate Change Investments (CCI) Quantification, Benefits and Reporting Materials webpage (www.arb.ca.gov/cci-resources). This must be evidenced by completed GHG Benefits Calculator tool, described in the AHSC Application, displaying VMT and GHG reductions for each **Project** component.
- (2) The proposed **Project** supports the implementation of the applicable Sustainable Community Strategy (SCS), as confirmed by the Metropolitan Planning Organization (MPO), or similar sustainable planning document in non-MPO regions, as allowed by SB 862 (Chapter 36, Statutes of 2014). The application must be consistent with activities or strategies identified in the regional SCS, or similar planning document that demonstrate a per capita reduction in VMT and GHG.
- (3) The proposed **Project** must be consistent with the State Planning Priorities established pursuant to Section 65041.1 of the Government Code.
- (4) All proposed **Affordable Housing Developments** must provide free transit passes, reloadable transit cards, or discounted passes priced at no more than half of retail cost. At least one (1) pass or card shall be made available for each Restricted Unit for at least 3 years. The card or pass should have a minimum value of 40 average commute length rides a month as determined by the transit agency. These passes or cards may be paid for with AHSC funding.
- (5) Applicants of all proposed **Affordable Housing Developments** must certify that the development will be smoke free and demonstrate compliance by submitting a **Smoke Free Housing** lease addendum prior to construction loan closing.
- (6) The AHSC funded components of the **Project** must:
 - (A) Incorporate more than one **Urban Greening** feature with dedicated maintenance for at least two years.
 - (B) Include adequate lighting in accordance with local, state, and federal design standards and requirements for all publicly accessible components of the **Project** including active transportation routes and transit stations or stops.

- (7) The **Project** must demonstrate a level of committed funding at time of application that is 90 percent or greater calculated by the following equation:

$$\frac{\text{AHSC funds requested} + \text{Enforceable Funding Commitments (EFCs)} - \text{Deferred Costs}}{\text{Total Development Cost} - \text{Deferred Costs}}$$

Note: HRI grant requests for Homeownership Affordable Housing Developments will not be counted as part of this equation, and therefore are exempt from this EFC threshold.

- (8) Completion and approval or adoption of all necessary environmental clearances including those required under the California Environmental Quality Act (CEQA) and if applicable, the National Environmental Policy Act. All applicable time periods for filing appeals or lawsuits have lapsed within 30 days of the application due date with lawsuits or appeals filed.
- (A) **STI** or **TRA** components of a **Project** are not required to certify completion and demonstration of approval of environmental clearances (NEPA or CEQA) as stated in (8) above until prior to the initial disbursement of grant funds
- (9) Applications must demonstrate that all necessary discretionary local land use approvals, excluding design review, have been granted.
- (10) The application must be sufficiently complete to assess the feasibility of the proposed project and its compliance with **AHSC Program** and application requirements. For example, the applicant must demonstrate that the **Project** is financially feasible as evidenced by documentation including, but not limited to, a market study, project pro-forma, sources and uses statement, proposed operating budget, multi-year pro-forma, or other feasibility documentation that is standard industry practice for the type of proposed **Affordable Housing Development**. A market study that meets the requirements specified in the **TCAC Regulations Section 10322(h)(10)** will be accepted by the **Department**.
- (11) The applicant or **Developer** of the **Project** must demonstrate **Site Control** sufficient to ensure the timely commencement of the **Project** as determined by the **Department**.
- (12) Applicants must demonstrate experience by providing evidence of at least two projects that are similar to the proposed **AHSC Project** in scope and size, which have been completed by the applicant, or joint applicant, during the ten years preceding the application due date.
- (A) For **STI** or **TRA** components only, an applicant may demonstrate the requisite experience (as detailed above) by using the past experience of work completed of a Locality or Transportation Agency non-applicant so long as the applicant can provide an executed agreement with that specific **Locality** or transportation agency non-applicant for the

completion of the **STI** or **TRA** components of the AHSC Project for which funding is sought.

- (13) As of the date of application, the applicant(s), the **Project**, or the real property on which the **Project** is proposed may not be party to or the subject of any claim or action in the state or federal courts that affects or potentially affects the feasibility of the project. Further, the applicant(s) shall disclose and describe any claim or action undertaken by or against the applicant(s), the **Project** or the Property which affects or potentially affects the feasibility of the **Project**.
- (14) Construction of the **Project** has not commenced as of the application deadline set forth in the **NOFA**.
- (15) **Qualifying Transit** must be completed and offering service to the **Transit Station/Stop** of the **Project Area** by the time set forth in the Standard Agreement, but in no case later than the issuance of the certificate of occupancy for the **Affordable Housing Development**.
- (16) Demonstrate consistency with State Relocation Assistance Law (CA Gov Code Sec. 7260-7277).
- (17) The Housing Element for the jurisdiction in which the **Project** is located must be in substantial compliance by the date of award recommendation. Housing Element in substantial compliance means the local public entity's adopted housing element is in substantial compliance as demonstrated by a letter from the Department which sets forth findings that the housing element adopted within the time frames required by Section 65588 of the Government Code includes that substance essential to every requirement of Article 10.6, commencing with Section 65580, of Chapter 3 of Division I of Title VII of the Government Code. A jurisdiction's current housing element compliance status can be obtained by referencing the **Department's** website at www.hcd.ca.gov. **Projects** located on Trust Land, as defined in Appendix B(a)(1), (2), are exempt from this requirement.
- (18) Applications must integrate applicable climate adaptation measures as described in Section 107(o).
- (19) The applicant must demonstrate that costs for any **Project** or component thereof will not result in loss or conversion of agricultural or other working lands or natural resource lands for other uses. The **Project** site must not be designated as agricultural land according to the State Department of Conservation's Farmland Mapping and Monitoring Program (FMMP) Tool. An exemption to the FMMP designation may be allowed for applications that submit documentation that substantiates a description of an **Infill Site**.
- (20) Applications requesting **AHSC Program** funding for **Affordable Housing Developments** and **Housing-Related Infrastructure Capital Projects** must also demonstrate to the satisfaction of the **Department** all the following:

- (A) Rental **Affordable Housing Developments** must meet the underwriting standards in the UMRs and MHP Guidelines Section 7312.
 - (B) The **Affordable Housing Development** and/or **Housing-Related Infrastructure Capital Project(s)** are infeasible without **AHSC Program** funds, and other committed funds are not and will not be supplanted by **AHSC Program** funds.
 - (C) Proposed **Projects** involving new construction or **Substantial Rehabilitation** and requiring the demolition of existing residential units are eligible only if the number of bedrooms in the new **Project** is at least equal to the number of bedrooms in the demolished structures, with equal or greater affordability. The new affordable units may exist on separate parcels provided all parcels are part of the same **Project** meeting the requirements of the **UMRs** Section 8303 (b).
 - (i) The Department may approve Projects involving new construction or Substantial Rehabilitation and requiring the demolition of existing residential units that result in a number of bedrooms less than the number in the demolished structures where it determines that such approvals will substantially improve the livability of the remaining units, or serve some other compelling public policy objective, as long as the reduction does not result in more than 25 percent fewer units upon Project completion.
 - (D) Applicants must demonstrate the proposed **Affordable Housing Development** is consistent with State and Federal Fair Housing requirements including duties to affirmatively further fair housing.
 - (E) Where approval by a local public works department, or other responsible local agency, is required for the **Housing-Related Infrastructure Capital Project**, the application must include a statement from that department indicating that the **Housing-Related Infrastructure Capital Project** is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that **Department**.
- (21) Applications requesting AHSC Program funding for **Sustainable Transportation Infrastructure** and/or **Transportation-Related Amenities Capital Projects** must satisfy all the following:
- (A) Where approval by a local public works department, or other responsible local agency, is required for the **Project**, the application must include a statement from that entity indicating that the **Sustainable Transportation Infrastructure** and/or **Transportation-Related Amenities Capital Project(s)** is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.
 - (B) If the **Sustainable Transportation Infrastructure** and/or **Transportation-Related Amenities Capital Project(s)** involves the

demolition of existing units that are affordable to lower-income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residents.

- (i) The no net loss requirements contained in section 106(a)(20)(C) of these Guidelines apply to **Sustainable Transportation Infrastructure or Transportation-Related Amenities Capital Projects** occurring on a property which includes a parcel, or any portion of a parcel, on which (1) residential dwelling units affordable to lower income households currently exist, or (2) there have been dwelling units restricted to lower-income households that have been vacated or demolished within the five year period preceding the application.
- (22) Applications requesting AHSC Program funding for **Program Costs** must also demonstrate to the satisfaction of the Department all the following:
- (A) The **Program Costs** are infeasible without AHSC Program funds, and other committed funds are not being supplanted by AHSC Program funds
- (23) All proposed AHSC **Project** components are subject to all applicable codes, including the California Building Standards Code (**CCR**, Title 24). The 2019 edition of this code, effective January 1, 2020, requires mechanical ventilation systems with high efficiency filtration of Minimum Efficiency Rating Value (MERV) 13.
- (24) Outreach and education on reducing potential health impacts of air pollution must be provided to residents of **Affordable Housing Developments**. Local health departments, air districts, and nonprofits may provide useful resources for this requirement.
- (25) **Projects** must meet the accessibility requirements specified in the **TCAC** regulations, as may be amended and renumbered from time to time. Exemption requests, as provided for in the **TCAC** regulations, must be approved in writing by the **Department** prior to the start of construction. Projects must also provide a preference for accessible units to persons with disabilities requiring the features of the accessible units in accordance with **TCAC** regulations. The applicant or **Developer** of the **Project** must ensure that any other applicable federal, state, and local accessibility requirements are met.

Section 107. Scoring Criteria

AHSC Program funds will be allocated through a competitive process, based on the merits of the application to support sustainable development that expands and improves transit, walking and bicycling infrastructure and provides opportunities to reduce VMT by supporting connectivity between housing and destinations to bring about reduction of GHG emissions.

The scoring criteria is divided by three categories, for a total of 100 points:

1. GHG Reductions Scoring (30 points)
2. Quantitative Policy Scoring (55 points)
3. Narrative-Based Policy Scoring (15 points)

Applications meeting threshold requirements as detailed in Section 106 will be reviewed and scored based upon the detailed criteria as described in Figure 5 below. The narrative-based policy scoring section of the application will be scored only for projects that obtain over 50 percent of the total points available (at least 43 of the 85 other available Quantitative and GHG-related points). Projects that are not scored for Narrative are not eligible for award. All of the scoring criteria will be applied to all **Projects**, regardless of the project components present in each specific **Project**.

To receive points related to a specific **Project** component, the component must be at least partially funded through AHSC (e.g. an applicant can only receive points related to an **Affordable Housing Development** when requesting **AHD** or **HRI** funds).

Figure 5	
AHSC Scoring Elements and Criteria	
Criteria	Points
GHG Reductions Scoring	
GHG Efficiency	15
GHG Total	15
Quantitative Policy Scoring	
Active Transportation Improvements	10
Green Buildings and Renewable Energy	8
Housing and Transportation Collaboration	9
Location Efficiency and Access to Destinations	6
Funds Leveraged	4
Anti-Displacement Strategies	5
Prohousing Local Policies	2
Local Workforce Development and Hiring Practices	2
Housing Affordability	5
Programs	2
Urban Greening	2
Narrative-Based Policy Scoring	
Collaboration & Planning	4
Community Benefit & Engagement	6
Community Climate Resiliency	3
Community Air Pollution Exposure Mitigation	2

(a) **Estimated GHG Emissions Reductions – 30 Points Maximum**

For this section, applications will be scored based on the quantified GHG emission reductions based on: 1) the total **Project** GHG Reductions Score; AND 2) cost efficiency of estimated GHG reductions per AHSC dollar. Each of these scoring methods will represent a maximum of 15 points of the total combined 30 points available under this criterion.

Applications will be awarded points for Project GHG Emissions Reductions according to the following process:

- (1) For each **Project**, applicants will calculate the estimated GHG reductions using the most recent AHSC Benefits Calculator Tool, available on the California Air Resources Board’s CCI Quantification, Benefits, and Reporting Materials webpage (www.arb.ca.gov/cci-resources).

Total **Project** GHG Reductions score will represent the total GHG reduction calculated through the AHSC Benefits Calculator Tool, and

- (A) Cost efficiency of estimated GHG reductions will be calculated by the following formula:

$$\frac{\text{Total Project GHG Reductions}}{\text{AHSC \$ Request}}$$

Total **Project** GHG Reduction score will represent the total GHG reduction calculated through the AHSC Benefits Calculator Tool.

Note: For phased projects, only the current phase (the phase seeking AHSC funding) of a project will be quantified.

- (2) All applications will be ranked from highest to lowest within each **Project Area** type for both the total **Project** GHG Reduction score and the Efficiency of Reductions score.
- (3) Each application will be assigned to one of five bins representing one fifth of the total number of applications in ranked order with each bin receiving an assigned point score, up to a maximum of 15 points for both (1) total **Project** GHG reduction score and (2) cost efficiency of estimated GHG reductions, as follows:

Bin Scoring
Bin 1 = 15 points
Bin 2 = 12 points
Bin 3 = 9 points
Bin 4 = 6 points
Bin 5 = 3 points

- (4) Bin scores for (1) total **Project GHG Reduction** score and (2) cost efficiency of estimated **GHG Reductions**, will be combined to determine final **GHG Reduction** criteria score as follows:

Total Project GHG Reductions		Efficiency of Reductions
Bin 1 = 15 points	+	Bin 1 = 15 points
Bin 2 = 12 points		Bin 2 = 12 points
Bin 3 = 9 points		Bin 3 = 9 points
Bin 4 = 6 points		Bin 4 = 6 points
Bin 5 = 3 points		Bin 5 = 3 points

Note: For the purposes of calculating the points used to determine the GHG reductions score for the TOD, ICP, and RIPA targets, projects will be binned within their Project Area Type, and therefore will only compete within their project area type for the first 90 percent of appropriated funding per Section 108.

Quantitative Policy Scoring – 55 Points

(b) **Active Transportation Improvements – 10 Points Maximum**

- (1) Up to 2 points for the total length (in linear miles) of AHSC funded **Context Sensitive Bikeways** as follows:
 - 2 points for over half a mile
 - 1 point for less than half a mile

- (2) 1 point for **Projects** that link the **Affordable Housing Development** or **Qualifying Transit Station or Stop** to an existing bicycle network or a bicycle network identified official public planning documents. The existing or planned bicycle network must be directly linked by a new **Context Sensitive Bikeway** funded by AHSC that has an entry point within one quarter mile of either the **Affordable Housing Development** or **Qualifying Transit Station or Stop**. The existing or planned bicycle network does not have to be comprised of **Context Sensitive Bikeways**.

- (3) Up 2 points for projects that address barriers to safe access of bicycle routes. Documentation must be provided to certify that the **Project** will do at least one of the following in an attempt to increase bicycle safety and access: reduce vehicular speed or volume near bicycle users; improve sight distance and visibility; eliminate potential conflict points; improve compliance with traffic laws; or address any other barriers to cyclists that may have existed on the route. One point will be awarded for each addressed site of a barrier(s) to safe bicycle access.

- (4) Up to 2 points for the length of AHSC funded **Safe and Accessible Walkways** as follows:
- 2 points for over 2,000 feet
 - 1 point for 1,000 to 1,999 feet

Indicate the measured length (in feet) of new or replaced sidewalk.

STI improvements that will make walkways safe and accessible (e.g., through sidewalk replacement) will be measured for the distance of the entire block face on which the infrastructure improvement will be made so long as the entire distance of its walkway will then meet the AHSC definition of **Safe and Accessible Walkway**. Safe and accessible crosswalk improvements, which are **STI**, can be measured for the crosswalk distance plus the distance of one block face to which it connects, so long as the block face is a **Safe and Accessible Walkway**.

TRA improvements that will create **Safe and Accessible Walkways** will be measured according to the length of sidewalk directly improved (ex: provided shade to, illuminated). Unimproved distances of walkways in-between **TRA** improvements will not be measured.

- (5) 1 point for **Projects** that provide a pedestrian crossing point that directly links two pedestrian networks that are unlinked for one quarter mile along a walkable route (i.e. no connecting point for one quarter mile). Examples include overpasses, underpasses, and placement of sidewalk where none previously existed. At-grade crosswalks are not eligible for this point.
- (6) Up to 2 points for projects that address barriers to safe access of pedestrian routes. Documentation must be provided to certify that the **Project** will do at least one of the following in an attempt to increase pedestrian safety and access: reduce vehicular speed or volume near pedestrians, improve sight distance and visibility, eliminate potential conflict points, improve compliance with traffic laws, or address any other barriers to pedestrians that may have existed on the route. One point will be awarded for each addressed site of a barrier(s) to safe pedestrian access.

(c) **Green Buildings and Renewable Energy - 8 Points Maximum**

- (1) 3 points will be awarded for **Projects** that are designed to achieve green building status beyond State mandatory building code requirements as verified by a Home Energy Rating System (HERS) rater. Applicants may select from the following green building certification programs:

Certifications for residential construction:

Program	Tier
CalGreen	Tier 2
LEED	Gold
Green Point Rated	New Construction: Gold Rehabilitation: Whole Building
ENERGY STAR	Certified Home

Certifications for non-residential construction:

Program	Tier
CalGreen	Tier 2
LEED	Gold

- (2) Up to 5 points will be awarded for **Projects** that achieve energy grid use reductions, measured as total onsite energy consumption and as verified by a HERS rater, based on the following:

Level	Points
Energy Producer	2 points
Zero Net Energy	5 points

- Energy Producer: At least one-third (or 33 percent) of the building energy is produced by on site renewable sources.
- Zero Net Energy: A development that produces as much energy as it consumes over the course of a year, when accounted for at the energy generation source.

(d) **Housing and Transportation Collaboration - 9 Points Maximum**

- (1) Up to 6 points for applications with an AHSC funds request of at least \$1,000,000 for either **Affordable Housing Development** or **Housing-Related Infrastructure** AND an AHSC funds request for **Sustainable Transportation Infrastructure** that comprises at least a certain percentage of the total AHSC funds request as detailed below:

STI Funds Request as percentage of Total AHSC Request	Points
10%	2 points
15%	4 points
25%	6 points

- (2) 2 points for applications which invest at least 5 percent of total AHSC funds in **Transportation Related Amenities** at a **Transit Station or Stop** within the **Project Area**. One point will be given to projects that invest at least 5 percent of total AHSC funds in **Transportation Related Amenities**, but not at a **Transit Station or Stop**.
- (3) 1 point for **Projects** which have received funding from other Greenhouse Gas Reduction Fund (GGRF) programs which directly benefit or contribute to the development of the proposed **Project**.

OR

1 point for **Projects** within environmentally cleared California high speed rail station planning areas.

(e) **Location Efficiency and Access to Destinations - 6 Points Maximum**

- (1) Up to 3 points will be given for the Location Efficiency of the **Project** site as determined by the US EPA Walkability Index using the address of the **Project** site. If the **Project** is a corridor and does not have a specific address, use the center most point of the **Project** for the calculation. [Click here for the methodology for the Walkability Index](#).

Points will be given on the following scale:

- 3 points: Most Walkable (Dark Green; 15.25-20)
 - 2 points: Above Average Walkable (Light Green; 10.51-15.25)
 - 1 point: Below Average Walkable (Yellow; 5.76-10.5)
 - 0 points: Least Walkable (Orange; 1-5.75)
- (2) Up to 3 points will be given for projects that provide a map highlighting the location of existing **Key Destinations** within the Project Area. Each type of **Key Destination** is worth one third of a point and may only be counted once.
 - Grocery store which meets the CalFresh Program requirements
 - Medical clinic that accepts Medi-Cal payments
 - Public elementary, middle or high school
 - Licensed child care facility
 - Pharmacy
 - Park accessible to the general public
 - Public library
 - Office park
 - University or junior college
 - Bank or Post Office
 - Place of Worship

(f) **Funds Leveraged - 4 Points Maximum**

- (1) A maximum of 4 points will be awarded for applications demonstrating **Enforceable Funding Commitments** to leverage AHSC funded **Capital**

Projects and **Program** activities. Applications will be scored based on the amount of **Enforceable Funding Commitments** (as defined in Appendix A) from sources other than the **AHSC Program**, as a percentage of the requested amount of **AHSC Program** funds as follows:

Enforceable Funding Commitments as percentage of Total AHSC Request	Points
50% to 99%	1 points
100% to 149%	2 points
150% to 199%	3 points
>200%	4 points

(g) **Anti-Displacement Strategies - 5 Points Maximum**

- (1) Up to 3 points (1 point per strategy) for **Projects** that either implement strategies or programs, or are located in jurisdictions with policies, strategies or programs that currently exist to prevent the displacement of local community residents from the area surrounding the **Project**. Strategies should be selected from the following lists and may only be counted for one point each unless otherwise noted.*

Voluntarily Implemented by Applicants:

- Replacement requirements or demonstration of no net loss of units on site according to affordability
- First right of return policies that include moving expenses
- Strategies in coordination with local governments or other pertinent organization to address indirect or direct displacement in neighborhoods near the proposed project (e.g., donation to community land trust, multi-lingual tenant legal counseling)
- Affirmative marketing strategies or plans targeting nearby neighborhoods, a **Disadvantaged Community** or a **Low-Income Community**

Implemented by Local Jurisdiction: *

- Replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies on sites identified pursuant to Government Code section 65583.2(g)(3)
- Rent stabilization programs beyond what is required by California Civil Code 1946.2
- Just cause eviction or other efforts improving tenant stability beyond what is required by California Civil Code 1946.2
- Ongoing funding programs of at least \$1,000,000 in cumulative allocations, affirmative marketing strategies and policies dedicated to the conservation and improvement of housing for lower and moderate income households (e.g., acquisition/rehabilitation, community land trusts, land banking, mobilehome park overlay zones, single room occupancy preservation ordinances, affordable housing or commercial linkage fees).

Different strategies captured within this bullet point are each eligible for points.

- Density bonus ordinances that expand on state replacement requirements

* Strategies under “Implemented by Local Jurisdiction” will only be awarded points if these policies are implemented by the local jurisdiction.

- (2) Up to 2 points (1 point per strategy) for **Projects** demonstrating policies, strategies or programs that either currently exist or will be implemented through this **Project** to prevent the displacement of locally-owned businesses from the area surrounding the **Project**. One point will be given for a policy, strategy, or program that either currently exists or is newly implemented through this **Project**. Two points will be given for two policies, strategies, or programs, either as one currently existing and one newly implemented through this **Project**, or both newly implemented through this **Project**. Strategies should be selected from this following list:

- Implementation of an overlay zone to protect and assist small businesses;
- Establishment of a small business advocate office and single point of contact for every small business owner;
- Creation and maintenance of a small business alliance;
- Increased visibility of the jurisdiction’s small business assistance programs;
- Formal program to ensure that some fraction of a jurisdiction’s purchases of goods and services come from local businesses;
- Prioritization of Minority and Women Business Enterprises (MWBE) for public contracting.

(h) **Prohousing Local Policies - 2 Points Maximum**

- (1) Up to 2 points (1 point per strategy) will be awarded for **Projects** that are located in jurisdictions that meet the following criteria:

- Implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers.
- Adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established workforce housing opportunity zones, as defined in Gov. Code Section 65620, or housing sustainability districts, as defined in Gov. Code Section 66200.
- Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate 150 percent of the minimum

regional housing needs allocation for the low income allocation in the current housing element cycle.

- Adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Gov. Code Section 65852.2 as follows:
 - Parking reductions to 0.75 or fewer spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Gov. Code Section 65852.2;
 - Processing and Impact fee waivers or reductions of 50 percent or more;
 - Ministerial approval in fewer than 45 days;
 - Reduction or modifications of development standards for side yard setbacks to five feet or less;
 - Reduction or modifications of development standards to two story heights;
 - Reduction or modifications of development standards to allow 60 percent or more lot coverage;
 - No minimum lot size requirement;
 - Provisions for affordability; or
 - Offering support programs such as a user-friendly website
- Only use objective design standards for multifamily residential development or adopt fee transparency measures, including publicly available fee calculators.

(i) **Local Workforce Development & Hiring Practices - 2 Points Maximum**

(1) Up to 2 points for **Projects** that implement at least one workforce development strategy. Examples of workforce development strategies include:

- Establishing a partnership with a community-based workforce development and job training entities that have a track record of success serving disadvantaged populations and/or have demonstrated a high job placement rate among trainees from disadvantaged communities;
- Partnerships with pre-apprenticeship programs, state certified community conservation corps programs, “earn-while-you-learn” programs, YouthBuild programs, and/or registered apprenticeship programs that lead to industry recognized credentials, certifications and/or references for long term employment and that have a track record of success in serving low income residents;
- Partnerships with local Workforce Investment Board programs serving disadvantaged populations or individuals with barriers to employment.
- Projects that have developed project labor, community workforce, or high-road agreements with targeted local hire specifications OR that are located in jurisdictions with local hire ordinances that directly apply to the proposed project.

Applicants shall provide the name of the organization(s) they are partnering with, the demographic data on the population they serve, and a written agreement that details the partnership strategy or policy undertaken.”

The purpose of these workforce partnerships and targeted hire policies shall be to advance the recruitment, training, and/or hiring of low income residents and underrepresented workers living in disadvantaged communities in a manner that connects these populations with training and hiring opportunities that are created and/or facilitated through the project.

Note: Projects in which every AHSC project component cannot legally implement local hire or workforce development strategies must include an explanation detailing these barriers in order to receive full points.

(j) **Housing Affordability - 5 Points Maximum**

- (1) Up to 5 points will be awarded for applications which restrict a percentage of units in the **Affordable Housing Development** to Extremely Low Income (ELI) households:

Percent of total units restricted to ELI households	Points
5% to 10%	2 points
11% to 15%	3 points
16% to 20%	4 points
>20%	5 points

(k) **Programs – 2 Points Maximum**

- (1) 1 point will be awarded to applicants that propose an AHSC funded eligible **Program**. For transit pass programs to qualify for this point, they must be offered to at least as many individuals within the community as are offered to residents of the **Affordable Housing Development**.
- (2) Up to 1 point will be awarded for applicants that provide documentation showing how the Program Operator will sustain the program beyond the term of the AHSC Program grant (three years).

(l) **Urban Greening – 2 Points Maximum**

- (1) 1 point will be awarded to applicants that propose between \$100,000 - \$199,999 in reasonable direct **Urban Greening** costs.
- (2) 2 points will be awarded to applicants that propose \$200,000 or more in reasonable direct **Urban Greening** costs.

Narrative-Based Policy Scoring- 16 Points

The narrative-based policy scoring section of the application will be scored only for projects that obtain over 50 percent of the Quantitative and GHG QM points (i.e., 43 points or higher). For this section, applicants must include a PDF attachment of a narrative that addresses the following questions and prompts. Please include the bolded headers listed below for each point section of the write-up; the questions should not be re-stated in the write-up. The total write-up may not exceed six pages, not including required documentation. Ensure that all relevant information for each section is included either in the response for that section, or the required documentation for that section.

(m) **Collaboration & Planning - 4 Points Maximum**

Collaboration between local governments and housing and transportation providers is critical to create a project that ensures connectivity and responds to its contexts. Outline how the proposed project brings together the efforts of local government, including housing and transportation agencies. The following prompts must be addressed in the narrative:

- (1) **Local Planning Efforts:** Identify what local planning efforts the project implements, and if applicable, describe what particular components of the project are derived from a local plan. Explain how local government agencies were involved in the process of creating the project.
 - Agencies to consider in your answer may include, but are not limited to: local public works department, transit agencies, planning and community development departments, housing departments, local health department, schools/school districts, emergency services, law enforcement, etc.
 - Examples of planning efforts to discuss may include, but are not limited to: General Plan (e.g., circulation element or housing element); Specific Plan; Community Plan; Climate Action Plan; Redevelopment Plan; Bicycle Master Plan; Disadvantaged Community Assessment (Government Code Section 65302); Pedestrian Master Plan; Local Coastal Plan; Transit Plan; Transit Corridor Plan; Station Area Plan; Corridor System Management Plan; Transportation Demand Management (TDM) Strategy or Plan.

Required Documentation: Applicable section or elements of local planning document.

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

Required Documentation: Site Plan and project area map (or context plan).

(n) **Community Benefits & Engagement - 6 Points Maximum**

Community involvement and leadership are crucial to ensuring that both the principle objectives and co-benefits of the project respond to the true needs of local residents. Explain how local residents and community-based organizations were meaningfully engaged in developing the **Project**, especially those from **Disadvantaged** and **Low-income Communities**, and how the project addresses community-identified needs. Please address the prompts below in your narrative.

- (1) **Community Engagement and Leadership:** Describe how community-based organizations and local residents have been meaningfully involved in the visioning and development of this project. Explain in which stage(s) of the process community members and CBOs have been and will be engaged. Describe efforts to involve **Disadvantaged** and/or **Low-Income Community** residents, including how meetings were advertised and made accessible.
- (2) **Addressing Community Needs:** Demonstrate how the proposed AHSC project meets one or more identified community needs, articulating how these needs were identified (e.g. through the community engagement process, a local needs assessment, as part of a local health department plan or other city/county plan, etc.). Address community needs beyond the provisions of housing and transportation. For projects located in a **Disadvantaged Community** or **Low-Income Community**, applicants are also encouraged to cite top burdens from their CalEnviroScreen 3.0 score as community needs that their projects will address.

Required Documentation:

1. *Letter of support from local community-based, grassroots organization describing the community engagement process and how feedback from local residents was incorporated into the project.*
2. *Community Engagement Tracker: Provide additional information on events where community participation occurred in the Community Engagement Tracker template.*

(o) **Community Climate Resiliency - 3 Points Maximum**

Communities will continue to experience effects of climate change in various ways, including increased likelihood of droughts, sea level rise, flooding, wildfires, heatwaves and severe weather. Due to these effects, climate resiliency is a key part of planning and project implementation decisions.

- (1) **Climate Adaptation Assessment Matrix:** Fill out the Climate Adaptation Assessment Matrix with climate projections for the listed impacts and with technical descriptions of adaptive measures to be employed. If the project is considering climate projections from data sources besides those listed below, state where the data are from and if they use different assumptions (e.g., time horizon).
- (2) **Climate Adaptation:** Describe how the risks posed from changing climate conditions will be reduced by strategies listed in the Climate Adaptation

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

Note: If available, use localized climate impact projections. For tools to help assess general climate impacts, please visit [Cal-Adapt](#). For adaptation tools, resources, strategies and case studies visit the [state's Adaptation Clearinghouse](#).

(p) **Community Air Pollution Exposure Mitigation – 2 Points Maximum**

Decreasing air pollution exposure to residents living near sources, including (but not limited to) freeways and high-volume roadways, is essential for ensuring the benefits of infill development are actualized, including promoting public health. Implementing scientifically based air pollution mitigation strategies at the project level, can help protect public health and support GHG reduction goals.

- (1) **Air Pollution Exposure Mitigation Strategies:** Identify pollutants of concern and known sources of pollution affecting the Project Area. Report the Particulate Matter (PM) 2.5, Diesel PM, Toxic Releases to Air, and Traffic Density percentiles as described in CalEnviroScreen 3.0 for the census tract in which the project will be sited.* Describe how air pollution mitigation strategies are utilized in the design of the **Project**, how they were selected, and how they address pollution sources.

Example Strategies:
Speed reduction mechanisms, including roundabouts
Traffic signal management
Design that promotes air flow and pollutant dispersion along street corridors
Solid barriers, such as sound walls or those created by continuous vegetation
MERV 16 air filtration system

Note: These strategies are limited by the many factors that may influence their effectiveness, ranging from local meteorology and topography to human use, maintenance, etc.

Note: For additional suggested strategies to mitigate air pollution exposure see the following resources:

- Bay Area Air Quality Management District, [“Planning Healthy Places”](#)
- California Air Resources Board, [“Strategies to Reduce Air Pollution Exposure near High Volume Roadways: Technical Advisory”](#)

- U.S. Environmental Protection Agency, [“Best Practices for Reducing Near-Road Air Pollution Exposure at Schools”](#)
- California Governor’s Office of Planning and Research, [“General Plan Guidelines”](#). Chapter 6- Healthy Communities
- U.S. Environmental Protection Agency [“Recommendations for Constructing Roadside Vegetation Barriers to Improve Near-Road Air Quality”](#)
- Los Angeles County Department of Public Health, [“Public Health Recommendations to Minimize the Health Effects of Air Pollution Associated with Development Near Freeways and High-Volume Roads”](#)

Note: In CalEnviroScreen 3.0, a geographic area’s percentile for a given indicator simply tells the percentage of areas with lower values of that indicator. A percentile does not describe the magnitude of the difference between two or more areas. For example, an area ranked in the 30th percentile is not necessarily three times more impacted than an area ranked in the 10th percentile.

** For a spreadsheet showing raw data and calculated percentiles for individual indicators for individual census tracts, download the [CalEnviroScreen 3.0 results](#).*

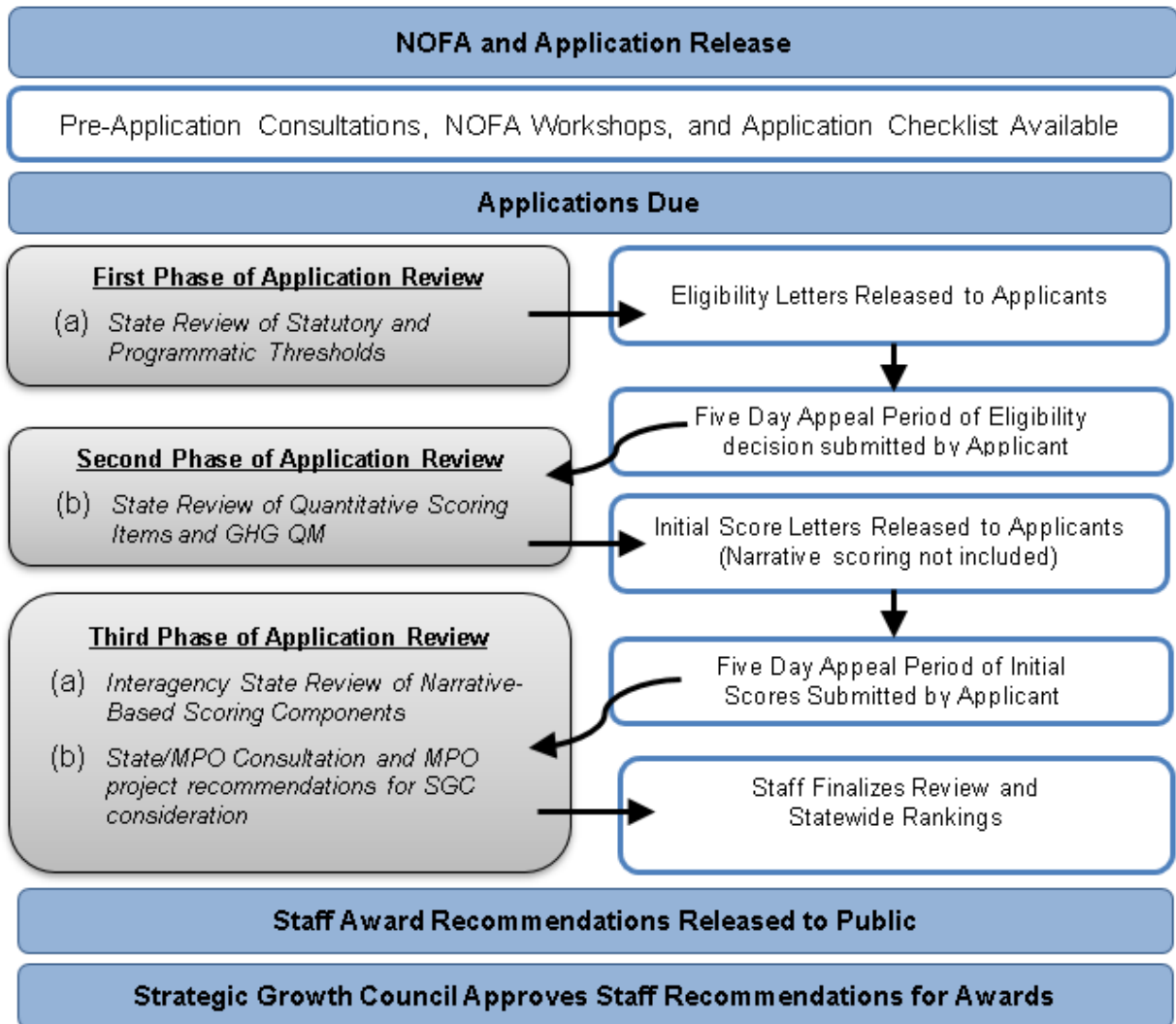
Section 108. Application Process

- (a) Pursuant to direction of the **Council**, the **Department** shall offer funds through a **NOFA** and applications will be reviewed based on the steps detailed below and illustrated in Figure 6.
- (b) The **Department** will offer optional pre-application consultations as detailed in the **NOFA** in order to provide assistance to applicants regarding minimum threshold eligibility and other program requirements.
- (c) Applications will be made available through the **Department**, and complete applications must be submitted to the **Department** by the deadline detailed in the **NOFA**.
- (d) The highest scoring applications that meet all threshold requirements as determined by the **Department**, based on criteria set forth in these guidelines, shall be recommended to the **Council** for funding as specified in the **NOFA**. The **Council** may make adjustments in this procedure to meet the following objectives:
 - (1) At least fifty (50) percent of **AHSC Program** expenditure for **Projects** benefitting and located in **Disadvantaged Communities**.
 - (2) At least fifty (50) percent of the annual proceeds appropriated for the **AHSC Program** shall be expended for affordable housing. For the purposes of this set-aside, expenditures related to **Affordable Housing Development** and **Housing-Related Infrastructure Capital Projects** shall count toward this requirement.
 - (3) **Project Area** type targets are as follows:
 - (A) Target forty five (45) percent of funds available as designated in the **NOFA** to **TOD Project Area** applications.
 - (B) Target thirty five (35) percent of funds available as designated in the **NOFA** to **ICP Project Area** applications.
 - (C) Target ten (10) percent of funds available as designated in the **NOFA** to **RIPA** applications.
 - (D) Remaining ~~ten twenty~~ (210) percent of available funds may be awarded to any eligible project area type.
 - (E) To the extent applications received are not sufficient to meet **TOD Project Area, ICP Project Area or RIPA** targets detailed in (i), (ii) and (iii) above, the **Council** reserves the right to waive these requirements and recommend funding a greater percentage of applications in either of the three identified **Project Area** types.
 - (4) **Project Area** type targets and statutory set-asides detailed in (3) above will be subject to the following process:

- (A) Applications for TOD, ICP and RIPA Project Areas will be ranked based on the result of the Estimated GHG Emissions Reductions as stated in Section 107(a) and binned separately by respective **Project Area** types.
 - (B) For each application, the resulting score from this initial binning will be added to scores from the quantitative and narrative-based scoring criteria to determine an applicant's total score.
 - (C) Total application scores will be ranked within each **Project Area** type (TOD, ICP and RIPA). Applications will be recommended to the Council for award based on the amount of funding targeted in each **Project Area** type, as detailed in Section 108(d)(3).
 - (D) Applications not recommended for funding based on the application of **Project Area** type set-asides will be re-binned based on the Estimated GHG Emissions Reductions using the same methodology outlined in section 107(a) without regard to **Project Area** type.
 - (E) Each application's resulting **GHG Emissions Reductions** score will be added to previously determined scores for other project criteria to determine a revised total application score. This revised total application score will be used to allocate the remaining 10 percent of funds available under the NOFA, with specific consideration given to ensure statutory set-asides for **Affordable Housing** and **Disadvantaged Communities** are met.
- (5) Regardless of **Project Area** type, the Council will seek to fund one project, in the tribal funding target, per funding cycle to a **Federally Recognized Indian Tribe**, an eligible entity having co-ownership with a **Federally Recognized Indian Tribe**, or an eligible entity established by a **Federally Recognized Indian Tribe** to undertake Tribal housing projects. The **Project** must meet the requirements laid out in Appendix B in order to qualify for the Tribal funding target. Unless stated otherwise, the **Project** must meet all AHS Program requirements. The **Project** will contribute to the relevant **Project Area** type target. If multiple Federally Recognized Indian Tribes apply for **Projects**, the Council will apply the scoring criteria from these Guidelines to rank the **Projects** such that the top-ranked **Project** will be awarded under the Council's Tribal target and the remaining **Project(s)** will compete in their respective **Project Area** types.
- (6) Though there are no statutory requirements or specific targets for regional allocation of awards, the **Council** is committed to striving for an equitable distribution of resources. Since it is in the interest of the State to fund a variety of project types and scales in a variety of locations to demonstrate the many ways GHG emissions may be reduced, adjustments may be made in the recommendation and award of funds.

- (7) A single **Developer** may be awarded no more than \$60 million per **NOFA** funding cycle, however this limitation may be waived if necessary to meet AHSC statutory funding set-asides.
 - (8) As station area plans for High Speed Rail are implemented, the **Council** may prioritize investments in these areas.
 - (9) The **Department** may elect to not evaluate compliance with some or all threshold requirements for applications that are not within a fundable range.
 - (10) In the event of two or more applications having the same scores, the Council has the discretion to make the final selection regarding these projects to ensure alignment with the objectives set out in these **AHSC Program** Guidelines.
 - (11) Applications recommended for funding and approved by the **Council** are subject to conditions specified by the **Department**. Applicants will receive an official letter of award after funding recommendations are approved by the **Council**.
 - (12) Applications will be treated in accordance with Public Records Act. Certain information, in accordance with the Public Records Act, may be publicly disclosed.
- (e) Metropolitan Planning Agency Role in Application Review
- (1) To support implementation of an applicable SCS and consistency with activities or strategies identified in a regional SCS, or similar planning document that demonstrate a per capita reduction in VMT and GHG, as allowed by SB 862 (Chapter 36, Statutes of 2014), an MPO/region may develop its own process prior to the application due date to identify and recommend applications that have the highest regional priorities based on criteria established by the MPO/region.

Figure 6: AHSC Program Application Review Process



Article III. Legal and Reporting Requirements

Section 109. Legal Documents

- (a) **Rental Affordable Housing Developments:** Upon the award of **AHSC Program** funds to assist a rental **Affordable Housing Development**, the **Department** shall enter into one or more agreements with the applicant, which may be in the form a State of California Standard Agreement (Standard Agreement), which shall commit funds from the **AHSC Program** in an amount sufficient to fund the approved **AHSC Program** loan amount. The agreement or agreements shall contain the following:
- (1) A description of the approved **Affordable Housing Development** and the permitted uses of **AHSC Program** funds;
 - (2) The amount and terms of the **AHSC Program** loan;
 - (3) The regulatory restrictions to be applied to the **Affordable Housing Development** through the Regulatory Agreement;
 - (4) Special conditions imposed as part of the **Department's** approval of the **Affordable Housing Development**;
 - (5) Requirements for the execution and the recordation of the agreements and documents required under the **AHSC Program**;
 - (6) Terms and conditions required by federal and state law;
 - (7) Requirements regarding the establishment of escrow accounts for the deposit of documents and the deposit and disbursement of **AHSC Program** loan proceeds;
 - (8) the approved schedule of the **Affordable Housing Development**, including land acquisition if any, commencement and completion of construction or rehabilitation work, and occupancy by eligible households;
 - (9) Terms and conditions for the inspection and monitoring of the **Project** in order to verify compliance with the requirements of the **AHSC Program**;
 - (10) Provisions regarding tenant relocation in accordance with State law;
 - (11) Provisions relating to the placement of a sign on or in the vicinity of, the **Affordable Housing Development** site indicating that the **Council** has provided financing for the **Affordable Housing Development**. The **Council** may also arrange for publicity of the **AHSC Program** loan in its sole discretion;
 - (12) Provisions to ensure that the eligible costs and use of **AHSC Program** funds maintain the required GHG Reduction represented in the application;
 - (13) Other provisions necessary to ensure compliance with the requirements of the **AHSC Program**;

- (14) Description of the conditions constituting breach of the agreement(s) and remedies available to the parties thereto; and
 - (15) Any of the **Department's** standard contractual terms that may be applicable.
- (b) For rental **Affordable Housing Developments**, the **Department** shall enter into a single Regulatory Agreement with the applicant for not less than the original term of the loan that shall be recorded against all sites comprising the property of the **Affordable Housing Development** prior to the disbursement of funds. The Regulatory Agreement shall include, but not be limited to, the following:
- (1) The number, type and income level of **Restricted Units**;
 - (2) Standards for tenant selection pursuant to 25 **CCR** 8305;
 - (3) Provisions regulating the terms of the rental agreement pursuant to 25 **CCR** 8307;
 - (4) Provisions related to a Rent Schedule, including initial rent levels for **Restricted Units** and non-Restricted Units pursuant to subsections (a) and (b) of MHP Guidelines Section 7312;
 - (5) Conditions and procedures for permitting rent increases pursuant to MHP Guidelines Section 7312;
 - (6) Provisions for limitations on Distributions pursuant to 25 **CCR** 8314 and on developer fees pursuant to 25 **CCR** 8312;
 - (7) Provisions regarding the deposit and withdrawal of funds to and from reserve accounts in accordance with 25 **CCR** 8308 and 8309;
 - (8) Assurances that the **Affordable Housing Development** will be maintained in a safe and sanitary condition in compliance with state and local housing codes and the management plan, pursuant to MHP Guidelines Section 7324;
 - (9) Description of the conditions constituting breach of the Regulatory Agreement and remedies available to the parties thereto;
 - (10) Provisions governing use and operation of non-Restricted Units and common areas to the extent necessary to ensure compliance with AHSC Program requirements;
 - (11) Special conditions of loan approval imposed by the **Department**;
 - (12) "Program Operations," MHP Guidelines Sections 7321 through 7326, shall apply to rental **Affordable Housing Developments** assisted by the **AHSC Program**; and
 - (13) Other provisions necessary to assure compliance with the requirements of the **AHSC Program**.

- (c) All **AHSC Program** loans for assistance to rental **Affordable Housing Developments** shall be evidenced by a promissory note payable to the **Department** in the principal amount of the loan and stating the terms of the loan consistent with the requirements of the **AHSC Program**. The note shall be secured by a deed of trust on the **Affordable Housing Development** property naming the **Department** as beneficiary or by other security acceptable to the **Department**; this deed of trust or other security shall be recorded junior only to such liens, encumbrances and other matters of record approved by the Department and shall secure the **Department's** financial interest in the **Affordable Housing Development** and the performance of applicant's **AHSC Program** obligations.
- (d) Grants shall be governed by a Standard Agreement or other agreement with the **Recipient** in a form prescribed by the **Department**. The agreement shall ensure that the provisions of these Guidelines are applicable to the **Project** covered by the agreement and enforceable by the **Department**. The agreement will contain such other provisions as the **Department** determines are necessary to meet the requirements and goals of the **AHSC Program**, including but not limited to the following:
- (1) A description and sources and uses of the approved **Project** and the permitted uses of **AHSC Program** funds;
 - (2) Provisions governing the amount, terms and conditions of the **AHSC Program** grant;
 - (3) Provisions governing the construction work and, as applicable, the acquisition and preparation of the site of the **Capital Project**, and the manner, timing and conditions of the disbursement of grant funds;
 - (4) A schedule for completion of the **Project** and a series of milestones for progress toward **Project** completion together with the remedies available to the **Department** in the event of the failure to meet such milestones;
 - (5) Provisions for the payment of prevailing wages if and as required by state or federal law;
 - (6) Requirements for periodic reports from the **Recipient** on the construction and use of the **Project** and provisions for monitoring of the **Project** by the **Department**;
 - (7) The **Recipient's** responsibilities for the development of the approved **Project**, including, but not limited to, construction management, maintaining of files, accounts and other records, and report requirements;
 - (8) Provisions relating to the development, construction, affordability and occupancy of the **Affordable Housing Development** supported by the **Housing-Related Infrastructure Capital Project**, if applicable;

- (9) Provisions relating to the placement on, or in the vicinity of, the **Project** site, a sign indicating that the **Council** has provided financing for the **Project**. The **Council** may also arrange for publicity of the grant in its sole discretion;
- (10) Remedies available to the **Department** in the event of a violation, breach or default of the Standard Agreement;
- (11) Requirements that the **Recipient** permit the **Department** or its designated agents and employees the right to inspect the **Project** and all books, records and documents maintained by the **Recipient** in connection with the **AHSC Program** grant or loan or both;
- (12) Special conditions imposed as part of **Department** approval of the project;
- (13) Terms and conditions required by federal or state law;
- (14) Provisions to ensure that the **Project** maintains the required **GHG Reduction** as represented in the application; and
- (15) Other provisions necessary to ensure compliance with the requirements of the **AHSC Program**.

Section 110. Reporting Requirements

- (a) During the term of the Standard Agreement and according to the annual deadline identified in the Standard Agreement, the **Recipient** shall submit, upon request of the **Department** and the **Council**, an annual performance report that demonstrates satisfaction of all reporting requirements pursuant to the **AHSC Program** reporting requirements identified in the Standard Agreement. Recipient shall also submit the reports required by MHP Guidelines Sections 7325 and 7326 and any additional reporting requirements developed by the **Department**, the **Council** or **ARB**. The reports will be filed on forms provided by the **Department**.
- (b) **Recipient** is responsible for meeting the applicable project reporting requirements of CARB's *Funding Guidelines for Agencies that Administer California Climate Investments* as well as CARB's AHSC Program Quantification Methodology and Benefits Calculator Tool. These may include, but are not limited to: **Project** metrics; the duration over which the **Recipient** will track **Project** metrics; frequency of reporting; the format **Recipient** will use to report; **Project** profile information; **Project** benefit information; and information related to **Priority Population** benefits.
- (1) Award recipients are required to submit estimates of jobs supported by their projects using CARB's Jobs Co-Benefit Assessment Methodology within 90 days of award. This methodology will estimate the number of jobs supported by the AHSC investment based upon the **Project's** budget.
- (2) Consistent with the *2018 Funding Guidelines for Agencies that Administer California Climate Investments*, AHSC funding recipients must track and report the employment outcomes of their projects. Award recipients will be required to conduct **Employment Benefits and Outcomes Reporting** for employment benefits and outcomes created supported by the AHSC investment and all leveraged funding, while accommodating provisions for data privacy. Once funds are disbursed, reporting may occur as frequently as an annual basis. AHSC Program staff will work with applicants to clarify what the jobs reporting process may look like.

The following items must be reported according to each job classification or trade:

- Job Training Credentials including Credentials from Apprenticeship and Workforce Development Programs
- Number of Jobs Provided
- Total Project Work Hours
- Average Hourly Wage
- Total Number of Workers who Completed Job Training
- Description of Job Quality and Benefits Provided (insurance, annual leave, overtime, etc.)

Number of jobs, project work hours, and average hourly wage for **Priority Populations** must also be indicated. A complete list of required tracking indicators will be provided to awardees and included in their Standard Agreements.

The following references are available for addition guidance in determining employment and other co-benefit reporting requirements:

- [Funding Guidelines](#)
- [Benefit Assessment](#)
- [Co-benefit Assessment Methodologies](#)

All projects awarded in future rounds will be subject to **Employment Benefits and Outcomes Reporting** requirements.

- (c) At any time during the term of the Standard Agreement, the **Department** may perform or cause to be performed a financial audit of any and all phases of the **Recipient's Project**. At the **Department's** request, the **Recipient** shall provide, at its own expense, a financial audit prepared by a certified public accountant. The State of California has the right to review project documents and conduct audits during project implementation and over the project life.

Section 111. Performance Requirements

- (a) **Recipients** shall begin construction of the housing units to be developed in the **Affordable Housing Development** that is a **Capital Project** and the housing designated in the application within the time set forth in the Standard Agreement but not later than July 30, ~~2022~~2023.
 - (1) **Recipients** may request extensions of the performance requirement in Section 111(a) by addressing a letter to SGC's Executive Director explaining the circumstances for why an extension is needed and detailing a plan for meeting the extended performance requirement deadline. At the discretion of SGC's Executive Director, an extension of up to two (2) years may be granted.
- (b) The housing units developed in the **Affordable Housing Development** that is a **Capital Project** and the housing designated in the application must be completed, as evidenced by receipt of a certificate of occupancy, within the period of time set forth in the Standard Agreement, but not later than July 30, ~~2025~~2026.
 - (1) **Recipients** may request extensions of the performance requirement in Section 111(b) by addressing a letter to SGC's Executive Director explaining the circumstances for why an extension is needed and detailing a plan for meeting the extended performance requirement deadline. At the discretion of SGC's Executive Director, an extension of up to two (2) years may be granted.
- (c) **AHSC Program** funds must be disbursed in accordance with deadlines specified in the Standard Agreement, and in no event later than the disbursement deadlines outlined in the **NOFA**.
- (d) **Recipients** may only reapply for **AHSC Program** funds in a subsequent **NOFA** for the same **Project** if the **Recipient** has disbursed at least fifty (50) percent of the funds allocated from prior awards.
- (e) Negative points will be assessed against the Developer on subsequent AHSC applications if the Project does not comply with the dates set in the Standard Agreement for the performance requirements described in Section 111(a) or Section 111(b).

Section 112. Defaults and Cancellations

- (a) In the event of a breach or violation by the **Recipient** of any of the provisions of the Standard Agreement, the **Department** may give written notice to the **Recipient** to cure the breach or violation within a period of not less than 15 days. If the breach or violation is not cured to the satisfaction of the **Department** within the specified time period, the **Department**, at its option, may declare a default under the Standard Agreement and may seek legal remedies for the default including the following:
 - (1) 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 **Project** in accordance with **AHSC Program** requirements.
 - (2) The **Department** may seek such other remedies as may be available under the relevant agreement or any law.
- (b) The **Department** may cancel funding commitments and Standard Agreements under any of the following conditions:
 - (1) The objectives and requirements of the **AHSC Program** cannot be met by continuing the commitment or Standard Agreement;
 - (2) Construction of the **Capital Project** or implementation of **Program Costs** cannot proceed in a timely fashion in accordance with the timeframes established in the Standard Agreement; or
 - (3) Funding conditions have not been or cannot be fulfilled within required time periods.
- (c) Upon receipt of a notice of intent to cancel the grant from the **Department**, the **Recipient** shall have the right to appeal to the Director of the **Department**.

Section 113. Prevailing Wages

For the purposes of the State Prevailing Wage Law (Labor Code Sections 1720 – 1781), a grant or loan under the **AHSC Program** shall be considered public funding for the construction, rehabilitation, demolition, relocation, preservation, or other physical improvement of the **Capital Project** subject to the provisions of the State Prevailing Wage Law. AHSC Program funding of the **Project** shall not necessarily, in and of itself, be considered public funding of a **Project** unless such funding is considered public funding under the State Prevailing Wage Law. It is not the intent of the **Department** in these regulations to subject **Projects** to the State Prevailing Wage Law by reason of **AHSC Program** funding of the **Project** in those circumstances where such public funding would not otherwise make the **Project** subject to the State Prevailing Wage Law. Although the use of **AHSC Program** funds does not require compliance with federal Davis Bacon wages, other funding sources may require compliance with federal Davis Bacon wages.

Appendix A. Definitions

- (a) “Active Transportation” means infrastructure and non-infrastructure projects that encourage increased use of active modes of transportation, but does not include funding program operations. The project types include but are not limited to:
 - (1) Infrastructure Projects: capital improvements (construction) that will encourage increased use of active modes of transportation, such as biking and walking.
 - (2) Non-infrastructure Projects: education, encouragement and planning activities must encourage increased use of active modes of transportation, such as biking and walking.
- (b) “Active Transportation Program” means non-infrastructure related programs which instill safe pedestrian, bicyclist and motorist behaviors to make safe active transportation possible. Non-infrastructure activities can stand-alone or be conducted with infrastructure projects (fixed facilities or permanent structural changes) to increase effectiveness.
- (c) “Activity Delivery Costs” means staff costs incurred by the Public Agency that are directly related to implementing specific Capital Project and Program Costs. They may include costs such as project document preparation, project underwriting, construction management, inspections, or reporting to the Department.
- (d) “Affordable Housing Development” means a Capital Project that is a Housing Development in which at least 20 percent of the total units are Affordable Units.
- (e) “Affordable Unit” means a housing unit that satisfies all the following criteria:
 - (1) The unit must satisfy one of the following affordability criteria:
 - (A) It is available at an “affordable rent” as that term is used and defined in Section 50053 of the Health & Safety Code;
 - (B) It is offered at an “affordable housing cost”, as that term is used and defined in Section 50052.5 of the Health & Safety Code; or
 - (C) It is available at an “affordable rent” or an “affordable housing cost” according to the alternative percentages of income for agency-assisted rental and cooperative housing developments pursuant to Department regulations adopted under Health and Safety Code section 50462(f).
 - (2) For “Affordable Units” that are rental units, they must be subject to a recorded Program covenant ensuring affordability for a duration of at least 55 years.
 - (3) For “Affordable Units” that are ownership units, they must be sold to and occupied by an income-qualified household, and subject to a recorded covenant with a duration of at least 30 years that includes either a resale restriction or equity sharing upon resale.

- (4) For the purposes of this definition, the terms “persons and families of low income” and “area median income” shall have the same meanings as set forth in Health and Safety Code section 50093 and 50093(c).
- (5) The unit must be occupied by a “lower income household” as defined by Health and Safety Code section 50079.5, which includes “very low income households” as defined by Health and Safety Code section 50105 and also includes “extremely low income households” as defined by Health and Safety Code section 50106.
- (f) “AHSC Program” means the program as outlined by these Program Guidelines.
- (g) “Area Median Income” means the most recent applicable county median family income published by **TCAC**.
- (h) “Bus Rapid Transit” (BRT) means a rubber-tired form of rapid transit in an integrated system of facilities, equipment, services, and amenities that exceed the speed and reliability of regular bus service. BRT usually includes use of dedicated right-of way, including busways, exclusive lanes, and bypass/queue jumping lanes for buses at congested intersections to reduce vehicle running time and typically includes a combination of the following additional features: (1) center of road alignment, mixed-traffic prohibitive intersection treatments; (2) use of more limited-stop service including express service and skip-stopping; (3) application of Intelligent Transportation Systems (ITS) technology such as signal priority, automatic vehicle location systems, system security, and customer information; (4) platform level boarding and (5) off-board fare collection.
- (i) “Bus Service” means regularly scheduled public transit service operating with limited stops using a fixed route.
- (j) "Capital Project" means a project consisting of the construction, rehabilitation, demolition, relocation, preservation, acquisition, or other physical improvement that is an integral part of, or is necessary for completion of a Project.
- (k) “CCR” means the California Code of Regulations.
- (l) “Context Sensitive Bikeway” means on-street infrastructure for bicycle riding that is appropriately applied based on the traffic volumes and speeds on a specific street, as recommended in the California Highway Design Manual as follows:
 - (1) For off street applications, install a Class I bicycle facility (Bicycle Path).
 - (2) For streets with speed limits of less than or equal to 25 MPH and vehicular average daily trips (ADT) of over 2,000, install Class II bicycle facility (Bike Lanes).
 - (3) For streets with speed limits of less than or equal to 25MPH and vehicular average daily trips (ADT) of under 2,000, install Class III bicycle facility (Bicycle Route) that functions as a “Bicycle Boulevard”, that is, a route which includes both sharrow markings and traffic control devices aimed at lowering vehicle

speed, and which prioritize bicycle through trips for bicycles over vehicles. Some example traffic control devices include bicycle right of ways, chicanes, traffic diverters, and mini roundabouts.

- (4) For streets with a speed limit greater than 25MPH, install a Class IV bicycle facility (Protected Bike Lanes, or also known as Cycletracks).
- (m) “Council” means the California Strategic Growth Council, established pursuant to Public Resources Code Section 75121.
- (n) “Currently Developed” means that the land in question is altered by paving, construction, and/or land use that would typically have required regulatory permitting to have been initiated.
- (o) “Deferred Costs” means costs deferred at construction loan closing, including but not limited to: capitalized reserves, loan fees, syndication costs, legal, accounting, audit, consultant fees, and developer fees paid from operating cashflow.
- (p) “Department” means the Department of Housing and Community Development of the State of California.
- (q) “Developer” means the entity that the Department and the Council rely upon for experience, site control, and capacity, and which controls either (1) the Affordable Housing Development during development and through occupancy, (2) the Housing-Related Infrastructure during development and through completion, or (3) the Sustainable Transportation Infrastructure and Transit-Related Amenities during development and through operation.
- (r) “Disadvantaged Community” means a census tract with a score in the top 25 percent or one of the 22 additional census tracts that score in the highest 5 percent of Pollution Burden as identified in California Environmental Protection Agency’s [CalEnviroScreen 3.0](#) tool.
- (s) “Employment Benefit and Outcome Reporting” means submission of data about the jobs and related benefits created by the AHSC Investment as required by the [Funding Guidelines for Agencies Administering California Climate Investments](#).
- (t) “Enforceable Funding Commitment” means permanent commitments, including but not limited to the following:
 - (1) Low-income housing tax credit equity contributions (without the necessity of a tax credit reservation letter) and tax-exempt bonds in connection with four (4) percent low-income housing tax credits, AHSC Program funds, will be considered committed in this calculation.
 - (2) Funds conditionally reserved under the following programs shall be accepted as funding commitments: the Department of Housing and Urban Development’s (HUD) Supportive Housing Program (SHP), HOME Investment Partnerships Program (HOME), Community Development Block Grant Program (CDBG),

and the California Department of Mental Health's Mental Health Services Act (MHSA) Program.

- (3) A land donation in fee for no other consideration that is supported by an appraisal or purchase/sale agreement ("Land Donation") or a local fee waiver resulting in quantifiable cost savings for the Project where those fees are not otherwise required by federal or state law ("Local Fee Waiver") may be considered a funding commitment. The value of the Land Donation will be the greater of either the original purchase price or the current appraised value as supported by an independent third party appraisal prepared by a MAI-qualified appraiser within one year of the application deadline. A funding commitment in the form of a Local Fee Waiver must be supported by written documentation from the local Public Agency.
 - (4) Owner equity contributions or developer funds. Such contributions or funds shall not be subsequently substituted with a different funding source or forgone if committed in the application, except that a substitution may be made for up to 50 percent of deferred developer fee. The Department may require the applicant to evidence the availability of the proposed amount of owner equity or developer funds.
 - (5) Funds for transportation projects which are programmed for allocation and expenditure in the applicable capital improvement plan consistent with the terms and timeframes of the Standard Agreement.
- (u) "Energy Efficiency" means managing and restraining the growth in energy consumption.
- (v) "Federally Recognized Indian Tribe" means Indian native tribe, band, nation, pueblo, village or community that the Secretary of the Interior acknowledges to exist as an Indian tribe, pursuant to the Federally Recognized Indian Tribe List Act of 1994, 25 U.S.C. 479a.
- (w) "Flexible Transit Service" means a form of transit for the public characterized by flexible routing and scheduling of small/medium vehicles operating in shared-ride mode (with at least two passengers) between pick-up and drop-off locations according to passenger needs. Flexible Transit Service includes vanpool, shuttle and feeder bus systems that reduce vehicle miles travelled.
- (x) "Floor Area Ratio" (FAR) means the square footage of the floor area of a building divided by the site square footage, excluding therefrom dedicated streets, sidewalks, parks and open space. The floor area of a building is the sum of the gross area of each floor of the building, excluding mechanical space, cellar space, floor space in open balconies, enclosed parking and elevators or stair bulkheads. Multiplying the FAR by the area of the site produces the minimum amount of floor area required in a building on the lot. For example, on a 10,000 square-foot site in a district with a minimum FAR of 1.5, the floor area of a building must be at least 15,000 square feet.

- (y) “Greenhouse Gas Reduction” (GHG Reduction) means actions designed to reduce emissions of one or all of the following gases: carbon dioxide, methane, nitrous oxide, hydrofluorocarbons, perfluorocarbons, and sulfur hexafluoride.
- (z) “Green Streets” means a sustainable stormwater strategy that meets regulatory compliance and resource protection goals by using a natural systems approach to manage stormwater, reduce flows, improve water quality and enhance watershed health.
- (aa) “High Quality Transit” means a Qualifying Transit line with high frequencies AND permanent infrastructure as follows:
 - (1) Frequency: High Quality Transit must have Peak Period headway frequency of every 15 minutes or less and service seven days a week.
 - (2) Permanent Infrastructure: High Quality Transit must operate on a railway or be transit service with Bus Rapid Transit features that either fully or partially operate on a dedicated bus-only lane, or uses High Occupancy Vehicle (HOV) or High Occupancy Toll (HOT) lanes.
- (bb) “Housing Development” means a residential development or the residential portion of a mixed-use development.
- (cc) “Housing-Related Infrastructure” means a capital infrastructure improvement required as a condition of approval of an affordable housing development by a Locality, transit agency or special district such as sewer, water or utility system upgrades, streets, drainage basins, etc.
- (dd) “Infill Site” means a site for which at least three of four sides or 75 percent of the perimeter of the site adjoins parcels that are **Currently Developed** qualified **Urban Uses**. In counting this, perimeters bordering navigable bodies of water and improved parks shall not be included. In order to qualify as an infill site, the site must also be located in an urbanized area meaning that it fulfills one of the following requirements:
 - (1) located within an incorporated city according to an official City or County map, OR
 - (2) located within an urbanized area or urban cluster as defined by the [U.S. Census Bureau](#), OR
 - (3) for unincorporated areas outside an urbanized area or urban cluster, the area shall be within a designated urban service area that is designated in the local general plan for urban development and is served by public sewer and water.
- (ee) “Integrated Connectivity Project (ICP) Project Area” means a Project Area which includes at least one (1) Transit Station/Stop with a combination of two or more eligible costs as defined in Section 103.

- (ff) “Intelligent Transportation Systems” means electronics, communications, or information technology, used singly or in combination, to improve the efficiency, accessibility or safety of the surface transportation system.
- (gg) “Key Destinations” means vital community amenities and resources including medical centers, schools, grocery stores, child care centers, pharmacies, public parks, or public libraries. Key Destinations must be operational at the time of application. This definition differs from “Activity Centers” as used in the AHSC Benefits Calculator Tool.
- (hh) “Locality” means a California city, unincorporated area within a county or a city and county.
- (ii) “Lower Income” has the meaning set forth in Health and Safety Code Section 50079.5.
- (jj) “Low-Income Community” means a census tract with either 1) median household incomes at or below 80 percent of the statewide median income, or 2) median household income at or below the threshold designated as low-income by Department of Housing and Community Development’s State Income Limits pursuant to the Health and Safety Code Section 50093.
- (kk) “Low-Income Households” mean individual households with either 1) household incomes at or below 80 percent of the statewide median income, or 2) household incomes at or below the threshold designated as low-income by Department of Housing and Community Development’s State Income Limits adopted pursuant to Health and Safety Code Section 50093.
- (ll) “Mixed Use Development” means a building, combination of buildings, or building complex, designed to functionally and physically integrate non-residential uses such as retail, commercial, institutional, recreational, or community uses with residential uses, in a complementary manner.
- (mm) “Moderate Income” has the meaning set forth in Health and Safety Code Section 50093.
- (nn) “MHP” shall mean the Multifamily Housing Program authorized and governed by Sections 50675 through 50675.14 of the Health and Safety Code, and the MHP Guidelines dated June 19, 2019.
- (oo) “Natural Infrastructure” means the preservation and/or restoration of ecological systems, or utilization of engineered systems that use ecological processes, to increase resiliency to climate change and/or manage other environmental problems. Some examples relative to AHSC could include street trees and greenspace for water catchment, infiltration and surface cooling; water treatment facilities that utilize ecologically functioning wetlands; flood mitigation systems that utilize the natural floodplain and stable shorelines used in tandem with constructed flood barriers.

- (pp) “Net Density” means the total number of dwelling units per acre of land to be developed for residential or mixed use, excluding allowed deductible areas. Allowed deductible areas are public dedications of land which are for public streets, public sidewalks, public open space, public drainage facilities. Non-allowed deductible areas include utility easements, setbacks, private drives and walkways, general landscaping, common areas and facilities, off street parking, and traditional drainage facilities exclusive to a development project. Mitigations required for development will not be included in the allowed deductible areas.
- (qq) “NOFA” means a Notice of Funding Availability issued by the Department.
- (rr) “Peak Hours” or “Peak Period” means the period with the highest ridership during the entire transit service day as determined by the transit operator. Must include at least one hour during the morning commute hours and one during evening commute hours, Monday through Friday. Each Peak Period cannot be longer than three hours.
- (ss) “Performance measures” means indicators of transit regarding data indicators such as accessibility, mobility choices and ridership.
- (tt) “Priority Population” means residents of: (1) census tracts identified as disadvantaged by California Environmental Protection Agency per SB 535; (2) census tracts identified as low-income per AB 1550; or (3) a low-income household per AB 1550. See the [Priority Population maps](#) for more information.
- (uu) “Program Cost” means the cost(s) associated with 1) program creation, or 2) expansion of existing programs to serve new populations or offer new program service and implementation.
- (vv) “Program Operator” means the entity that administers the day-to-day operational responsibilities for the program for which the AHSC Program funding is sought.
- (ww) “Project” means the proposed use of funds representing a combination of Capital Projects or Program Costs which are proposed by the applicant to be funded the AHSC Program.
- (xx) “Project Area” means the area encompassing the Transit Station/Stop, housing and Key Destinations.
- (yy) “Public Agency” means a Locality, transit agency, public housing authority or redevelopment successor agency.
- (zz) “Qualifying Transit” means a transit line serving the public that is operated by the following: (1) Directly operated by a public entity; (2) Operated by a public entity via a contract for purchased transportation service with a private or non-profit provider; or (3) Operated by a private or non-profit entity as a grant Recipient or sub-recipient from a public entity. Qualifying Transit for the purpose of the Program includes various forms of fixed transit service (Rail Service and Bus Service) and Flexible Transit Service. A Qualifying Transit line requires service that departs two (2) or

more times during Peak Hours as defined by the transit operator. Flexible Transit service is exempt from these Peak Hours frequency requirements.

(aaa) "Rail Service" means regularly scheduled public transit service running on rails or railways.

(bbb) "Recipient" means the eligible applicant receiving a commitment of Program funds.

(ccc) "Restricted Units" mean residential units restricted by an enforceable covenant or agreement with the Department or other public agency to occupancy by low- or very low-income households, with affordable rents pursuant to MHP Guidelines Section 7312 or affordable housing costs pursuant to the CalHOME Program. Restricted Units must be substantially equivalent in size and number of bedrooms to the balance of units in the Housing Development. Restricted Units may consist of units designated for any housing tenure, rental or owner-occupied, within the Housing Development.

(ddd) "Rural Area" means the definition in Health and Safety Code Section 50199.21.

(eee) "Rural Innovation Project Area (RIPA)" means a Project Area located within a Rural Area which includes at least one (1) Transit Station/Stop with a combination of two or more eligible costs as defined in Section 103.

(fff) "Safe and Accessible Walkway" means a pedestrian corridor that has the following:

- (1) Continuously-paved, ADA-compliant sidewalks.
- (2) Marked pedestrian crossings at all arterial intersections.
- (3) Attributes which contribute to comfort and safety including, but not limited to, adequate lighting or shade canopy.

(ggg) "Secure Overnight Bicycle Parking" means bicycle parking that is not accessible to the general public, is completely enclosed and protects the bicycle from inclement weather, and allows for the bicycle frame to be secured to the bicycle rack at two points. Examples of Secure Overnight Bicycle Parking include bicycle rooms, bicycle lockers, and bicycle cages.

(hhh) "Site Control" means the applicant or Developer has control of property through one or more of the following:

- (1) Fee title;
- (2) A leasehold interest on the property with provisions that enable the lessee to make improvements on and encumber the property provided that the terms and conditions of any proposed lease shall permit, prior to grant funding, compliance with all program requirements;
- (3) An enforceable option to purchase or lease which shall extend through the anticipated date of the Program award as specified in the NOFA;

- (4) An executed disposition and development agreement, right of way, or irrevocable offer of dedication to a Public Agency;
 - (5) An executed encroachment permit for construction of improvements or facilities within the public right of way or on public land;
 - (6) An executed agreement with a public agency that gives the applicant exclusive rights to negotiate with the agency for the acquisition of the site; provided that the major terms of the acquisition have been agreed to by all parties;
 - (7) A land sales contract or enforceable agreement for acquisition of the property; or
 - (8) Other forms of site control that give the Department assurance (equivalent to 1-7 above) that the applicant or Developer will be able to complete the Project and all housing designated in the application in a timely manner and in accordance with all the requirements of the Program.
- (iii) “Smoke Free Housing” means an Affordable Housing Development that implements a policy banning the ignition and burning of tobacco products (including, but not limited to, cigarettes, cigars, pipes, and water pipes or hookahs) in all living units, indoor common areas, and all other interior spaces. The smoke-free policy must also extend to all outdoor areas within 25 feet of occupied buildings on the **AHD** property.
- (jjj) “Substantial Rehabilitation” means a Housing Development with reasonable direct rehabilitation construction contract costs of at least \$35,000 per residential unit. Rehabilitation shall include energy efficiency upgrades per residential units. Rehabilitation projects must fully and efficiently address all of the physical needs of the Project for the term of the project loan and therefore merely meeting the minimum threshold cost amount of \$35,000 per residential unit may not, in and of itself, be sufficient to be considered Substantial Rehabilitation for purposes of the project loan.
- (kkk) “Sustainable Transportation Infrastructure” means capital project(s) that result in the improvement or addition of infrastructure that encourages mode-shift from single occupancy vehicles by enhancing: 1) public transit service, 2) pedestrian networks, or 3) bicycle networks (includes public bike-share programs) as well as operations expenditures that directly support transit expansion within the defined Project Area meeting the transit requirements detailed in Section 102 (c) or (d).
- (III) “TCAC” means the California Tax Credit Allocation Committee.
- (mmm) “Transit Corridor” means a transportation corridor which meets one of the following criteria: 1) A corridor served by Qualifying Transit; or 2) A corridor served by High Quality Transit that has been the subject of analysis, planning and environmental mitigation, and has been designated for investment within the regional transportation plan of a MPO, RTPA, or within a long range transportation plan of a transit agency.

- (nnn) "Transit Signal Priority (TSP)" means an operational strategy that facilitates the movement of transit vehicles through traffic-signal controlled intersections. Objectives of TSP include meeting on time schedule performance and improved transit travel time efficiency while minimizing impacts to normal traffic operations. TSP is made up of four components: (1) a detection system that lets the TSP system where the vehicle requesting signal priority is located. The detection system communicates with a (2) priority request generator that alerts the traffic control system that the vehicle would like to receive priority. (3) Priority control strategies; and 4) System management software collecting data and generating reports.
- (ooo) "Transit Station/Stop" means a designated location at which the various Qualifying Transit service(s) drop-off and pick-up riders.
- (ppp) "Transportation Demand Management" (TDM) means strategies that increase transportation system efficiency by encouraging shifting from single-occupant vehicle (SOV) trips to non-SOV transportation modes, or shifting SOV trips off peak travel periods. Effective TDM strategies result in reduction of vehicle miles traveled (VMT) by increasing travel options, providing incentives and information to incentivize individuals and employers to modify their travel behavior to support these objectives, and/or by reducing the need to travel or reducing travel distance via location efficient development patterns. TDM strategies encourage travel by transit, bike, walking or in shared vehicles.
- (qqq) "Transportation-Related Amenities" means capital improvements that are publicly accessible and provide supportive amenities to pedestrians, cyclists and transit riders (i.e. bike parking, bus shelter, benches, street trees, etc.) within the defined Project Area meeting the transit requirements detailed in Section 102 (c) or (d).
- (rrr) "Urban Forestry" means the cultivation and management of native or introduced trees and related vegetation in urban areas for their present and potential contribution to the economic, physiological, sociological, and ecological well-being of urban society.
- (sss) "Urban forest" means those native or introduced trees and related vegetation in the urban and near-urban areas, including, but not limited to urban watersheds, soils and related habitats, street trees, park trees, residential trees, natural riparian habitats, and trees on other private and public properties.
- (ttt) "Urban Greening" means the incorporation of greenscaped pedestrian and bicycle trail systems, urban street canopy, green alleys, drought tolerant and native species landscaping and landscape restoration, green roofing, community gardens, natural infrastructure and stormwater features into public open spaces. If not abundantly clear, public accessibility must be demonstrated to the satisfaction of Department staff, such as through a recorded instrument, and run for at least 55 years. Public open space must offer reasonable hours of use for the public, such as dawn to dusk. Community gardens do not have to be publicly accessible as long as they are available to residents of the **Affordable Housing Development**.

- (uuu) “Urban Uses” means any residential, commercial, industrial, transit, transportation passenger facility, or retail use, or any combination of those uses. Urban uses do not include lands used for agricultural uses or parcels in excess of 15,000 square feet in size and containing only one single-family residence.
- (vvv) “Very-Low Income” has the meaning set forth in Health and Safety Code Section 50105.
- (www) “Water Efficiency” means controlling water at the source through design—both rainfall and storm water runoff through a decentralized system that distributes storm water across a project site in order to replenish groundwater supplies.
- (xxx) “Zero Emission Vehicle (ZEV)” means battery electric vehicles, plug-in hybrid electric vehicles, and hydrogen fuel cell vehicles.

Appendix B. Federally Recognized Indian Tribe Eligibility

Federally Recognized Indian Tribes may qualify for AHSC funds if their **Project** meets the following requirements:

- (a) Projects are located on one of the following lands:
 - (1) Tribal Trust Lands. Real property that is held in trust by the United States Government for the benefit of a **Federally Recognized Indian Tribe**;
 - (2) Individual Trust Lands. Real property that is held in trust by the United States Government for the benefit of an individual member of a **Federally Recognized Indian Tribe**;
 - (3) Tribal Fee Restricted Lands. Fee lands that are owned by or under the control of a **Federally Recognized Indian Tribe** that are subject to a United States Government restriction that the land continue to be owned by or remain under the control of a **Federally Recognized Indian Tribe** or member or members thereof;
 - (4) Individual Fee Restricted Lands. Fee lands that were conveyed by the United States Government as individual allotments to member or members of a **Federally Recognized Indian Tribe**, regardless as to whether the property is now under common ownership among several members of that same **Federally Recognized Indian Tribe**;
 - (5) Tribally-Owned Unrestricted Lands. Fee lands that are owned by or under the control of a **Federally Recognized Indian Tribe** that are not subject to a United States Government restriction that the land continue to be owned by or remain under the control of a **Federally Recognized Indian Tribe** or member or members thereof;

AND;

- (b) The applicant meets the following requirements as a condition of award funding as set forth in a Standard Agreement, but not as a condition to engage in the competitive award process:
 - (1) BIA Consent. Applicants shall obtain Bureau of Indian Affairs consent to applicant's execution and recordation (as applicable) of all Department-required documents that are subject to 25 CFR sec. 152.34 or 25 CFR sec. 162.12, all prior to award disbursement. This requirement shall not apply to projects that are within subdivision (i)(5) of this Section.
 - (2) Personal Jurisdiction for Tribal Applicants. For applicants that are **Federally Recognized Indian Tribes** or Tribal controlled entities, all such applicants shall provide and execute a limited waiver of sovereign immunity agreeing to the personal jurisdictions of state court.

- (3) Subject Matter Jurisdiction for Restricted Tribal Lands. For applicants proposing projects that are to be within property described in sub-divisions (i)(1), (i)(2), (i)(3), and (i)(4), all such applicants shall cause the subject Indian Tribe to provide and execute a limited waiver of sovereign immunity satisfactory to the Department, agreeing to the subject matter jurisdiction of state court.
- (4) Title Insurance Requirements. Applicants shall provide title insurance for the property underlying the **Project** satisfactory to the Department. Notwithstanding the foregoing sentence, upon a showing of good cause, for Applicants unable to provide a conventional title insurance policy satisfactory to the Department, all such Applicants shall demonstrate to the satisfaction of the Department that they hold title to the property pursuant to a title condition report issued by the BIA Land Title and Records Office, and pursuant to a title opinion letter issued for the benefit of the Department but paid for by the Applicant.
- (5) Recordation Requirements. Where recordation of instruments are required by the Department, the subject instrument shall be deemed sufficiently recorded if recorded with the Land Titles and Records Office at the BIA or if the subject instruments are recorded in the County recording system having jurisdiction over the property.
- (6) Fee Security Required. For all Projects, except those falling within subdivision (i)(1) and (ii)(2), fee security shall be required, unless the terms allowing leasehold security are satisfied as set forth in Title 25 **CCR** 8316. If a Department loan/grant is recorded on fee land then there must be a restriction preventing that land being put into trust until the Department loan/grant term is complete.
- (7) Minimum Requirements for Sovereign Immunity Waivers. Sovereign immunity waiver language shall be included in the Department Standard Agreement, and all Department regulatory and loan or grant agreements, all of which may be accomplished by incorporating by reference a separately executed sovereign immunity waiver instrument. The Applicant shall also provide or obtain a separate limited waiver of sovereign immunity instruments for both personal and subject matter jurisdictions which shall require, at a minimum, compliance with State construction standards and regulations.

Appendix C. Awardee Publicity Guidelines

AHSC award **Recipients** are required to acknowledge SGC, HCD, and California Climate Investments (CCI) in all publications, websites, signage, invitations, and other media-related and public-outreach products related to the AHSC Project. Guidance on CCI logo usage, signage, and logo files contained in the Style Guide are available at: www.caclimateinvestments.ca.gov/logo-graphics-request. SGC and HCD staff will provide their respective logo files and guidance on their usage directly to **Recipients**.

- (a) Long-form written materials, such as reports, must include the following standard language about SGC, HCD, AHSC, and CCI:
 - (1) “The Affordable Housing and Sustainable Communities (AHSC) Program builds healthier communities and protects the environment by increasing the supply of affordable places to live near jobs, stores, transit, and other daily needs. This program is administered by Strategic Growth Council (SGC), which coordinates the activities of State agencies and partners with stakeholders to promote sustainability, economic prosperity, and quality of life for all Californians (www.sgc.ca.gov) and implemented by the Department of Housing and Community Development (HCD).

The AHSC Program is part of CCI, a statewide program that puts billions of Cap-and-Trade dollars to work reducing GHG emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities. The Cap-and-Trade program also creates a financial incentive for industries to invest in clean technologies and develop innovative ways to reduce pollution. California Climate Investments projects include affordable housing, renewable energy, public transportation, zero-emission vehicles, environmental restoration, more sustainable agriculture, recycling, and much more. At least 35 percent of these investments are located within and benefiting residents of disadvantaged communities, low-income communities, and low-income households across California.
www.caclimateinvestments.ca.gov.”

- (b) Any informational materials that do not qualify as long-form, but that include at least a paragraph of text, such as press releases, media advisories, short case studies, some flyers, etc., should include the following language:
 - (1) Long version: “[Project Name] is supported by California Strategic Growth Council’s Affordable Housing and Sustainable Communities program with funds from [California Climate Investments](http://www.caclimateinvestments.ca.gov), a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment – particularly in disadvantaged communities.”
 - (2) Short version: “[Project Name] is supported by California Strategic Growth Council’s Affordable Housing and Sustainable Communities program with funds from [California Climate Investments](http://www.caclimateinvestments.ca.gov)—Cap-and-Trade Dollars at Work.”

- (c) **Recipients** may at times produce promotional materials that are primarily visual in nature, such as banners, signage, certain flyers, and sharable images for social media. In such cases, when including the boilerplate language acknowledging CCI and SGC support is not practical, grantees should instead include the official logos of both SGC and CCI, preceded by the words “Funded by.”
- (d) AHSC award **Recipients** are required to identify a point of contact for all press inquiries and communications needs related to the project and provide the name, phone number and email address of this individual to SGC. **Recipients** must also distribute a press release after grant decisions are made at SGC’s Public Council Meeting and are encouraged to do so for other major milestones throughout the lifecycle of the grant. All press releases must be approved by SGC Communications Office prior to distribution and SGC must be alerted and invited to participate in any and all press conferences related to the award.
- (e) AHSC **Recipients** are required to prepare one or more two-to-four-page documents that provide a summary of the Project components and tell the story of the AHSC proposal development process and/or implementation. All such materials must be approved by SGC Communications Office prior to distribution. These materials will be displayed on SGC website.
- (f) AHSC Applicants and **Recipients** are encouraged to use social media to share the process of creating an AHSC proposal and to inform the throughout implementation. @CalSGC, @California_HCD, and @CAClimateInvest should be tagged on all posts related to the AHSC grant. Use of the hashtags #AHSC, #AffordableHousing, and #SustainableCommunities is encouraged.

AHSC Application

NOFA Round 5

FY 2019-20

Affordable Housing and Sustainable Communities Program (AHSC)



**CALIFORNIA STRATEGIC
GROWTH COUNCIL**



**State of California
Governor Gavin Newsom**

**Alexis Podesta, Secretary
Business, Consumer Services and Housing Agency**

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

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

email: ahsc@hcd.ca.gov

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

November 1, 2019 NOFA

Rev: 12/23/19

Overview

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

Affordable Housing & Sustainable Communities Program (AHSC) Project Information

Project Name:	Balboa Park Upper Yard	Project Area Type:	Transit Oriented Development (TOD) - §102(c)	FAAST PIN:	45585
				Housing Type:	Rental

For TOD Area Types - Must include within the Project Area: an Affordable Housing Development and/or Housing Related Infrastructure Project and one other type of eligible capital Project or Program - §102(c)(3) (check all boxes that apply):	<input checked="" type="checkbox"/> Affordable Housing Development (AHD) - §103(a)(1)	Was Project awarded funds in prior AHSC rounds?	No
	<input type="checkbox"/> Housing Related Infrastructure (HRI) - §103(a)(2)	If yes, which round of AHSC was it awarded?	
	<input checked="" type="checkbox"/> Sustainable Transportation Infrastructure (STI) - §103(a)(3)	Is Project a phase of a previously awarded project?	No
	<input checked="" type="checkbox"/> Transportation-Related Amenities (TRA) - §103(a)(4)	Select Metropolitan Planning Org. or "non-MPO area" below	
	<input checked="" type="checkbox"/> Program Costs (PGM) - §103(b)	Metropolitan Transportation Commission (MTC)	

TOD Project Area Type §102(c)

(1) Includes at least one Transit Station/Stop served by High Quality Transit at time of application submittal?	Yes
(2) Includes an AHD located no farther than one-half mile from a Transit Station/Stop served by High Quality Transit?	Yes
(3) Includes Capital Projects or Program Costs as indicated in §102(c)(3)?	Yes

Total Dev. Costs & AHSC Funding - limits: §103(a)(1)(D), §103(a)(2)(B), §103(a)(3)(B), §103(a)(4)(C), §103(b)(2), and §104(a)

Capital Project/Program:	Total Development Costs (TDC)	AHSC Funds Request (min \$1M, max \$30M; STI+TRA max \$10M)	AHSC / Total AHSC	Non-AHSC Funding Commitments	Legislative Data	
					State Assembly District:	
Housing (AHD)	\$117,427,344	\$20,000,000	66.77%	\$97,427,344	19th	
Housing (HRI)	\$0	\$0	0.00%			
Housing (AHD & HRI)	\$117,427,344	\$20,000,000	66.77%	\$97,427,344	11th	
Transportation (STI)	\$54,315,777	\$8,000,000	26.71%	\$44,471,332	14th	
Transportation (TRA)	\$2,500,000	\$1,500,000	5.01%			
Programs (PGM)	\$452,200	\$452,200	1.51%	\$0		
Totals:	\$174,695,321	\$29,952,200	100.00%	\$141,898,676		

Employment Benefits & Outcomes Reporting §103(a)(1)(C)(iii), (2)(A)(iii), (3)(A)(iii), and (4)(A)(iii)	AHD	HRI	STI	TRA	Total Budgeted	2% Cost Cap	Overage	
Total amount of eligible Employment Benefits and Outcomes Reporting costs not to exceed 2% of the total AHSC Program award (not included within the soft costs cap or Active Delivery Cost cap).	\$0	\$0	\$0	\$0	\$0	\$599,044	\$0	OK

Project Description - describe major Project components (do not exceed 700 characters)	Formed through years of community outreach, Balboa Park Upper Yard will be a 131-unit AHD for families located on a City owned parcel neighboring the Balboa Park Bay Area Rapid Transit (BART) Station in San Francisco. Concurrent to the AHD Component, improvements will be made to the adjacent BART drop-off location and pedestrian entry to the station. In addition, AHSC funds will fund the purchase of new BART train cars as well as San Francisco Metropolitan Transportation Agency (SFMTA) pedestrian, bicycle, traffic
# of description characters: ##	

AB-1550 Priority Populations §101

Project 10 digit census tract:	6075026100	Disadvantaged Community:	N/A	Low-Income Community:	Yes	Low-Income Households:	Yes
FAAST File:	AB1550	Applicable CARB Priority Population Benefit Criteria Tables				File Uploaded?	Yes

Project Area Definition §102(a)

Description of geographical boundaries (defined by vicinity map, service area, etc.):	The project area is defined as a 1-mile radius around the Balboa Park BART station, plus a half-mile radius around the three SFMTA STI transportation improvements, which stretch along 19th Avenue, Mission Street, and Geneva Ave.
---	--

FAAST File:	Project Area Map	NOTE: Items marked with (PAM) in this application must be identified on the Project Area Map (PAM). This includes Quantitative Policy Scoring worksheet Active Transportation Improvements §107(b)(1), (4) & (5) and Location Efficiency and Access to Destinations §107(e)(2). Narrative Based Policy worksheet Collaboration & Planning §107(m)(2) must also be identified on the PAM. Please refer to the Project Area Mapping Guidance for instructions.	Files Uploaded?	Yes
--------------------	-------------------------	--	-----------------	-----

Required Project Area Components §102(a):

(1) Be a contiguous area included within a distinct planning area in a local or regional planning document(s) or transit service area	Yes
(2) Include at least one Transit Station/Stop consistent with the requirements set forth in the TOD, ICP and RIPA; and	Yes
(3) <i>Be of a defined size consistent with one of the following:</i>	
(A) For Project Areas with fixed transit routes, the defined Project Area may not exceed a one (1) mile buffer around the identified Transit Station/Stop merged with a 1/2 mile buffer around all STI improvements.	Yes
(B) For Project Areas with Flexible Transit Service routes, the defined Project Area must be defined based on the identified service area of the transit line.	N/A
(C) For Project Areas which include a Transit Corridor, bicycle network or both, Project Area must be identified in a plan (i.e. General, Bicycle Master or Transit Corridor Implementation).	N/A

Plan name (if applicable): §102(a)(3)(C) N/A

§106(a)(15)	Applicant acknowledges that Qualifying Transit must be completed and offering service to the Transit Station/Stop of the Project Area by the time set forth in the Standard Agreement.	Yes
-------------	--	-----

FAAST File:	Transit Service Map	Transit Service Map supporting the Qualifying Transit. Quantitative Policy Scoring worksheet Active Transportation Improvements §107(b)(2) must also be identified on the Transit Service Map. Refer to the Project Area Mapping Guidance document for instructions.	Files Uploaded?	Yes
--------------------	----------------------------	--	-----------------	-----

FAAST File:	Transit Service Schedule	All documentation transit service schedule supporting the transit service area. All transit service schedules should be uploaded to "Transit Service Schedule" as one document.	Files Uploaded?	Yes
--------------------	---------------------------------	---	-----------------	-----

Application Threshold Requirements §106(a)

(1) We certify the Project will achieve a reduction in GHG emissions through fewer vehicle miles traveled (VMT) pursuant to the CARB Quantification Methodology .	Yes
(2) We certify that this proposal supports implementation of the applicable Sustainable Community Strategy (SCS) or similar sustainable planning document in non-Metropolitan Planning Organization (MPO) regions and is consistent with activities or strategies identified in the regional SCS, or similar planning document that demonstrate a per capita reduction in VMT and GHG.	Yes

FAAST File:	MPO Support Doc	Executed document from MPO identified in cell Y9 above confirming consistency with SCS or similar sustainable planning document in non-Metropolitan Planning Organization regions, per Section 106 (a).	Files Uploaded?	Yes
--------------------	------------------------	---	-----------------	-----

Overview

FAAST File:	SCS or Equiv Regional Plan	Indicate the applicable section or elements of the SCS or equivalent regional plan detailing regional government involvement.	File Uploaded?	Yes
(3) We certify the Project is consistent with the State planning priorities established pursuant to §65041.1 of the Government Code.				Yes
(6)(A) We certify the Project will incorporate at least two Urban Greening feature as defined in Guidelines Appendix A, with dedicated maintenance for at least two years and include adequate lighting in accordance with local, state or federal design standards and requirements for all publicly accessible components of the Project including active transportation route and transit stations or stops. <i>(select two features below and include costs in budget(s))</i>				Yes
Stormwater features into public open spaces		Drought tolerant and native species landscaping and landscape restoration		
(6)(B) We certify the Project will include adequate lighting in accordance with local, state, and federal design standards and requirements for all publicly accessible components of the Project including active transportation routes and transit stations or stops.				Yes
(7) Must demonstrate a level of committed funding at time of application that is ≥ 0.90 <i>(must complete applicable project/program worksheets)</i>		§106(a)(7) calculation results= 0.98	If No, Project has insufficient funding Commitments	
(10) Is application (including the UA) sufficiently complete to assess feasibility of application and its compliance with AHSC Program and application requirements?				Yes
(16) Does any Capital Project trigger State Reloc. Assistance Law (CA Gov Code §7260-7277)?		AHD	No	HRI
If Yes , provide a narrative discussion on the number of impacted households and provided relocation assistance including what actions have or will be taken to comply with State Relocation Assistance Law? If No , provide documentation supporting relocation is not required.		No	No	No
No projects trigger State Relocation Assistance Law.		STI	No	TRA
No		No		
FAAST File:	Reloc Plan	Applicants must provide a Relocation Plan or documentation supporting no relocation.	File Uploaded?	Yes
(17) Will the Housing Element for the jurisdiction in which Project is located be in substantial compliance by the date of award recommendation. Housing Element in substantial compliance means the local public entity's adopted housing element is in substantial compliance as demonstrated by a letter from HCD which sets forth findings that the housing element adopted within the time frames required by Gov Code §65588 includes that substance essential to every requirement of Article 10.6, commencing with Gov. Code §65580, Ch. 3 of Div. I of Title VII? Projects located on Trust Land, as defined in Appendix B(a)(1), (2), are exempt from this requirement.				Yes
FAAST File:	Hsng Element Letter	A jurisdiction's current housing element compliance status is obtainable thru HCD's website	File Uploaded?	Yes
(18) Climate adaptation measures are integrated into Project through the "Community Climate Resiliency" scoring in §107(o) - <i>Narrative-Based Policy worksheet</i>				Yes
(23) All Project components will meet applicable codes, including the California Building Standards Code (CCR, Title 24), which effective January 1, 2020, requires mechanical ventilation systems with high efficiency filtration of Minimum Efficiency Rating Value (MERV) 13.				Yes
(25) Project will meet the accessibility requirements specified in the TCAC regulations, as may be amended and renumbered from time to time. Exemption requests, as provided for in the TCAC regulations, must be approved in writing by HCD prior to the start of construction. Projects must also provide a preference for accessible units to persons with disabilities requiring the features of the accessible units in accordance with TCAC regulations. The applicant or Developer of the Project must ensure that any other applicable federal, state, and local accessibility requirements are met.				Yes
Applicant Information §105				
FAAST File:	Indian Tribe	If applicable, for all Federally recognized Indian Tribe Applicants , upload documentation to support requirements as described in Appendix B	Copy Attached?	N/A
File Uploaded?		N/A	File Uploaded?	N/A
Will a Public Agency have a real property interest in the proposed Project §105(a)(3)? <i>(if yes, your application must include one of the following below)</i> <input checked="" type="radio"/> Yes <input type="radio"/> No				
<input checked="" type="checkbox"/> 1. Application will include the Public Agency as a joint applicant <input checked="" type="checkbox"/> 2. Application includes a commitment to enter into a contractual agreement to develop the Project, if it is awarded.				
FAAST File:	STI TRA Agrmnt	If applicable, an applicant may provide an executed agreement with a specific Locality or transportation agency non-applicant for the completion of STI or TRA components for which funding is sought.	Copy Attached?	Yes
File Uploaded?		Yes	File Uploaded?	Yes
Applicant #1				
Entity Name	The Related Companies of California, LLC	Eligible Applicant	Developer	Organization Type
Address	44 Montgomery Street, Suite 1300	City	San Francisco	State
Zip	94104	State	CA	Zip
Auth Rep	Ann Silverberg	Title	CEO Northern California	Authorized Rep. Email
Contact	Ann Silverberg	Title	CEO Northern California	Contact Email
Address	44 Montgomery Street, Suite 1300	City	San Francisco	State
Zip	94104	State	CA	Zip
FAAST File:	App1 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	Yes
FAAST File:	App1 Reso	Resolutions (see Resolution section below)	Copy Attached?	Yes
FAAST File:	App1 OrgDoc1, App1 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?	Yes
FAAST File:	App1 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?	Yes
FAAST File:	App1 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes
FAAST File:	App1 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?	Yes
File Uploaded?		Yes	File Uploaded?	Yes
Applicant #2				
Entity Name	Mission Housing Development Corporation	Eligible Applicant	Developer	Organization Type
Address	474 Valencia Street #280	City	San Francisco	State
Zip	94103	State	CA	Zip
Auth Rep	Sam Moss	Title	45	Authorized Rep. Email
Contact	Michael Chao	Title	Director of Housing Development	Contact Email
Address	474 Valencia Street #280	City	San Francisco	State
Zip	94103	State	CA	Zip
FAAST File:	App2 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	Yes
FAAST File:	App2 Reso	Resolutions (see Resolution section below)	Copy Attached?	Yes
FAAST File:	App2 OrgDoc1, App2 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?	Yes
FAAST File:	App2 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?	Yes
FAAST File:	App2 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes
FAAST File:	App2 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?	Yes
File Uploaded?		Yes	File Uploaded?	Yes
Applicant #3 (if applicable)				
Entity Name	City and County of San Francisco	Eligible Applicant	Locality	Organization Type
Address	1 S Van Ness Ave	City	San Francisco	State
Zip	94103	State	CA	Zip
Auth Rep	Dan Adams	Title	Director	Authorized Rep. Email
Contact	Sara Amaral	Title	Senior Project Manager	Contact Email
Address	1 S Van Ness Ave	City	San Francisco	State
Zip	94103	State	CA	Zip
FAAST File:	App3 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	Yes
File Uploaded?		Yes	File Uploaded?	Yes

Overview

FAAST File:	App3 Reso	Resolutions (see Resolution section below)	Copy Attached?	Yes	File Uploaded?	Yes				
FAAST File:	App3 OrgDoc1, App3 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?			No				
FAAST File:	App3 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?			No				
FAAST File:	App3 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?			Yes				
FAAST File:	App3 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?	Yes	File Uploaded?	Yes				
Applicant #4 (if applicable)										
Entity Name		Eligible Applicant	Organization Type							
Address		City	State	Zip						
Auth Rep		Title	Authorized Rep. Email		Phone					
Contact		Title	Contact Email		Contact Phone					
Address		City	State	Zip						
FAAST File:	App4 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?		File Uploaded?					
FAAST File:	App4 Reso	Resolutions (see Resolution section below)	Copy Attached?		File Uploaded?					
FAAST File:	App4 OrgDoc1, App4 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?							
FAAST File:	App4 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?							
FAAST File:	App4 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?							
FAAST File:	App4 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?		File Uploaded?					
Applicant #5 (if applicable)										
Entity Name		Eligible Applicant	Organization Type							
Address		City	State	Zip						
Auth Rep		Title	Authorized Rep. Email		Phone					
Contact		Title	Contact Email		Contact Phone					
Address		City	State	Zip						
FAAST File:	App5 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?		File Uploaded?					
FAAST File:	App5 Reso	Resolutions (see Resolution section below)	Copy Attached?		File Uploaded?					
FAAST File:	App5 OrgDoc1, App5 OrgDoc2, etc.	Organizational Documents (see Organizational Documents section below)	Files Uploaded?							
FAAST File:	App5 OrgChart	Organizational Chart (see Organizational Documents section below)	Files Uploaded?							
FAAST File:	App5 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?							
FAAST File:	App5 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section below)	Copy Attached?		File Uploaded?					
Certifications & Legal Disclosure										
A completed and signed Certification is required for each Joint Applicant. Each Joint Applicant must sign an individual Certification form. A completed and signed Legal Disclosure is also required for each Joint Applicant. In addition, a wet signature original of each signed Certification & Legal Disclosure must be submitted to HCD. The hard copy Certifications & Legal Disclosure should be submitted with the application as detailed in the NOFA.										
A copy of the required Certification & Legal Disclosure can be downloaded by clicking here.										
Resolution										
A resolution is required of each Joint Applicant - both private and public entities. A sample resolution template is available on AHSC website.										
The resolution template is intended to be a sample. Applicants may use their own format as long as it contains ALL of the authorizations contained in the template.										
Organizational Documents										
Org Docs are required for all Applicants, except where a joint applicant is a governmental entity. Governmental entities are not required to submit organizational documents. Submit Organizational Documents supporting the Resolution submitted with the application.										
Organizational Chart: The Organizational Chart must depict the Organizational Structure of the entities in relation to the applicant.										
Signature Block										
All Applicants must submit a Signature Block in a Microsoft Word Document that will be used in Department legal documents such as a Standard Agreement.										
Payee Data Record STD-204 or Taxpayer Identification Number (TIN)										
Any Applicant or party that receives HCD funding must submit a Payee Data Record or Taxpayer Identification Number (TIN) form. The TIN must be submitted by all governmental entities. All others must submit the STD-204 Payee Data Record. A wet signature original must be submitted to HCD. Forms available on AHSC website.										
Development Team Contacts										
Owner/Borrower Entity										
Legal Name		Balboa Park Housing Parnters, L.P.		Organization Type	Limited Partnership					
Address		44 Montgomery Street, Suite 1300		City	San Francisco	State	CA	Zip	94104	
Auth Rep		Ann Silverberg		Title	CEO Northern California	Authorized Rep. Email	asilverberg@related.com		Phone	(415) 677-9000
Contact		Ann Silverberg		Title	CEO Northern California	Contact Email	asilverberg@related.com		Contact Phone	(415) 677-9000
Address		44 Montgomery Street, Suite 1300		City	San Francisco	State	CA	Zip	94104	
File Name:	Owner Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)			Copy Attached?	Yes	File Uploaded?	Yes		
File Name:	Owner Reso	Resolutions (see Resolution section above)			Copy Attached?	Yes	File Uploaded?	Yes		
File Name:	Owner OrgDoc	Organizational Documents (see Organizational Documents section above)			Files Uploaded?		Yes			
File Name:	Owner OrgChart	Organizational Chart (see Organizational Documents section above)			Files Uploaded?		Yes			
File Name:	Owner Signature Block	Signature Block (Upload in Microsoft Word Document)			File Uploaded?		Yes			
File Name:	Owner Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section above)			Copy Attached?	Yes	File Uploaded?	Yes		
Managing General Partner										
Legal Name		Colosimo Apartments, Inc.			Organization Type	Non-profit Corporation				
Address		474 Valencia Street #280			City	San Francisco	State	CA	Zip	94103
Auth Rep		Sam Moss		Title	Executive Director	Authorized Rep. Email	smoss@missionhousing.org		Phone	(415) 350-2024
Contact		Michael Chao		Title	Director of Housing Development	Contact Email	mchao@missionhousing.org		Phone	(415) 635-3906
Address		474 Valencia Street #280			City	San Francisco	State	CA	Zip	94103
File Name:	MGP Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)			Copy Attached?	Yes	File Uploaded?	Yes		
File Name:	MGP Reso	Resolutions (see Resolution section above)			Copy Attached?	Yes	File Uploaded?	Yes		
File Name:	MGP OrgDoc	Organizational Documents (see Organizational Documents section above)			Files Uploaded?		Yes			

Overview

File Name:	MGP OrgChart	Organizational Chart (see Organizational Documents section above)	Files Uploaded?	Yes
File Name:	MGP Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes
File Name:	MGP Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section above)	Copy Attached? Yes	File Uploaded? Yes
Administrative General Partner #1				
Legal Name	Related/Balboa Development Co., LLC		Organization Type	Yet to be formed LLC
Address	44 Montgomery Street, Suite 1300		City	San Francisco
			State	CA
			Zip	94104
Auth Rep	Ann Silverberg	Title	CEO Northern California	Authorized Rep. Email
				asilverberg@related.com
Phone	(415) 677-9000			
Contact	Ann Silverberg	Title	CEO Northern California	Contact Email
				asilverberg@related.com
Phone	(415) 677-9000			
Address	44 Montgomery Street, Suite 1300		City	San Francisco
			State	CA
			Zip	94104
File Name:	AGP Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached? Yes	File Uploaded? Yes
File Name:	AGP Reso	Resolutions (see Resolution section above)	Copy Attached? Yes	File Uploaded? Yes
File Name:	AGP OrgDoc	Organizational Documents (see Organizational Documents section above)	Files Uploaded?	Yes
File Name:	AGP OrgChart	Organizational Chart (see Organizational Documents section above)	Files Uploaded?	Yes
File Name:	AGP Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	Yes
File Name:	AGP Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section above)	Copy Attached? Yes	File Uploaded? Yes
Administrative General Partner #2				
Legal Name			Organization Type	
Address			City	
			State	
			Zip	
Auth Rep		Title		Authorized Rep. Email
Phone				
Contact		Title		Contact Email
Phone				
Address			City	
			State	
			Zip	
File Name:	AGP2 Cert & Legal	Certs & Legal Disclosure (See Certifications & Legal Disclosure below)	Copy Attached?	File Uploaded?
File Name:	AGP2 Reso	Resolutions (see Resolution section above)	Copy Attached?	File Uploaded?
File Name:	AGP2 OrgDoc	Organizational Documents (see Organizational Documents section above)	Files Uploaded?	
File Name:	AGP2 OrgChart	Organizational Chart (see Organizational Documents section above)	Files Uploaded?	
File Name:	AGP2 Signature Block	Signature Block (Upload in Microsoft Word Document)	File Uploaded?	
File Name:	AGP2 Payee Data or TIN	Payee Data Record STD-204 or Taxpayer Identification Number (TIN) (see section above)	Copy Attached?	File Uploaded?
Property Management Agent				
Legal Name	Caritas Management Corporation		Contact	Davish Patel
Contact Email	davish.patel@caritasmanagement.com			
Phone	(415) 647-7191	Address	1358 Valencia Street	
			City	San Francisco
			State	CA
			Zip	94110
Financial Consultant				
Legal Name			Contact	
Contact Email				
Phone			City	
			State	
			Zip	
Primary Service Provider				
Legal Name	Mission Housing Development Corporation		Contact	Sam Moss
Contact Email	smoss@missionhousing.org			
Phone	(415) 350-2024	Address	474 Valencia Street #280	
			City	San Francisco
			State	CA
			Zip	94103
Borrower Legal Counsel				
Legal Name	Bocarsly, Emden, Cowan, Esmail & Arndt LLP		Contact	Lance Bocarsly
Contact Email	lbocarsly@bocarsly.com			
Phone	(213) 239-8088	Address	633 West Fifth Street Suite 2200	
			City	Los Angeles
			State	CA
			Zip	90071
General Contractor				
Legal Name	Cahill Contractors		Contact	Matt Irwin
Contact Email	mirwin@cahill-sf.com			
Phone	(415) 677-0648	Address	425 California Street Suite 2200	
			City	San Francisco
			State	CA
			Zip	94104
Architect				
Legal Name	Michun Inc.		Contact	Anne Torney
Contact Email	annet@mithun.com			
Phone	(415) 489-4851	Address	660 Market Street	
			City	San Francisco
			State	CA
			Zip	94104
Development Funding Source				
Legal Name	City and County of San Francisco		Contact	Sara Amaral
Contact Email	sara.amaral@sfgov.org			
Phone	(415) 701-5614	Address	1 South Van Ness Ave, 5th Floor	
			City	San Francisco
			State	CA
			Zip	94103
Development Funding Source				
Legal Name	U.S. Bancorp Community Development Corporation		Contact	Lisa Gutierrez
Contact Email	lisa.gutierrez@usbank.com			
Phone	(916) 498-3457	Address	621 Capitol Mall, Suite 800	
			City	Sacramento
			State	CA
			Zip	95814
Development Funding Source				
Legal Name	U.S. Bancorp Community Development Corporation		Contact	Sebastian Glowacki
Contact Email	sebastian.glowacki@usbank.com			
Phone	(916) 498-3457	Address	621 Capitol Mall, Suite 800	
			City	Sacramento
			State	CA
			Zip	95814
Development Funding Source				
Legal Name			Contact	
Contact Email				
Phone			City	
			State	
			Zip	
Rent/Operating Subsidy Source				
Legal Name			Contact	
Contact Email				
Phone			City	
			State	
			Zip	
Rent/Operating Subsidy Source				
Legal Name			Contact	
Contact Email				
Phone			City	
			State	
			Zip	

Balboa Park Upper Yard AHD and HRI Overview PIN 45585

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

Project Name	Brief Description			Address	City	Zip	County	Lat.	Log	Census Tracts	APNs				
AHD	Balboa Park Upper Yard	The Project will be a new 131-unit affordable building for families. The unit mix will consist of approximately 7 studios, 47 one-bedroom units, 62 two-bedroom units, and 7 three-bedroom units, with 25% of the units (33 total) assisted by Project-Based Section 8 Vouchers (PBV) made available by the San Francisco Housing Authority (SFHA) under a project-based contract. All of the units will be targeted to households with incomes from 30% to 80% TCAC area median income. The ground floor will include a 4,000-square-foot child care facility with an outdoor activity area, approximately 3,900 square feet of ground floor			2340 San Jose Ave	San Francisco	94112	San Francisco	37.73636	-122.42672	6075026100	6973039			
HRI															
AHD Information:		Area	Unit Count:	Building Count:	Elevator Count:	Project Design:	Density Project Type								
Land Area	acres	1	Units/Acre	187			Mixed Use Project								
Residential Rental	sq. ft.	153,045	# of Units	130	# of Bldgs	1						# of Elevators	2	high-rise buildings	MU
Homeownership	sq. ft.	0	# of Units	0	# of Bldgs	0						# of Elevators	0		
Commercial	sq. ft.	10,781	# of Units/Spaces	0	# of Bldgs	0						# of Elevators	0		
Resident Non-Rental	sq. ft.	5,216	# of Units/Spaces	0	# of Bldgs	0									
Other (Mixed Use)	sq. ft.	0	# of Units/Spaces	0	# of Bldgs	0									
# of car share parking spaces:		0		# of electric vehicle charging parking spaces:		0		# of uncovered guest parking spaces:				0			
# of car parking spaces:		0		Parking Ratio: car spaces/total units:		0:1		Total # of bicycle parking spaces:		110		Parking Ratio: bicycle spaces/total units:	110:131		
Is the AHD a scattered site project? §103(a)(1)(B)(ii)		No													
AHD Capital Projects §103(a)(1)															
(A)(i) Select from the dropdown menu one or more of the following qualified AHD development types related to your Project:			New construction								Ok				
(A)(ii) The AHD must be located within a half mile from a Transit Station/Stop that meets Project Area transit requirements per §102(c) or (d).			AHD distance from Transit Station/Stop:						0	Miles	Ok				
(A)(iii) Must include at least 20% of the total residential units as Affordable Units (must complete "AHD Units & Max Funds" worksheet).												Ok			
(A)(iii) Must have an overall average affordability of all Project's Restricted Units of no greater than 50% represented by AMI (must complete "AHD Units & Max Funds" worksheet).												Yes			
Total Extremely Low Income (ELI) 15-30% AMI rental units			27	Total Very Low Income (VLI) 31-50% AMI rental units			67	% of Affordable units		85%	(iii) Avg. Affordability	47%			
(A)(iv)(a) Must meet minimum Net Density requirements upon completion of the AHD.												Ok			
Total Sites Area in Square Feet			30,492			Total Buildings Floor Area in Sq. Feet			169,042			(iv) Calculated Floor Area: Ok	5.54		
(Less Qualified* Square Feet Deductions):						(Less Excluded Areas in Square Feet):						(iv) Calculated Net Density: N/A			
Dedicated streets						Mechanical Space						*NOTE: The following are NOT qualified as site deductions: Utility Easements, Off-street parking, setbacks, private drives and walkways, Landscaping, Common Areas and Facilities, Drainage Facilities (exclusive to a development) and Other mitigation space required for development.			
Sidewalks						Cellar space									
Parks						Floor space in open balconies									
Open Space						Enclosed parking									
Other						Elevator or stair bulkheads									
Net Site Area-acres		0.70	Net Site Square Feet		30,492	Net Building Square Feet			169,042						
FAAST File:		Net Density Verification			Letter and sealed site map certified by a California State-licensed professional (e.g., an engineer, surveyor, or landscape architect) confirming the net density.					File Uploaded?	Yes				
(A)(iv)(b) - Only applicable to Acquisition and Substantial Rehabilitation Projects				N/A	If cell at left is "Yes" meaning AHD results in less units or lower affordability %, are reductions to meet building code requirements?					N/A	N/A				
Prior to Rehab - existing # of units:		AHD Project Units:		131	Prior to Rehab - percentage of total affordable:		AHD percentage of total affordability:		85%						
(A)(v) Must supply one Secure Overnight Bicycle Parking Spots per every two units (describe below, Secure Overnight Bicycle Parking proposed including a description of how bicycles are secured (i.e., bike locker, bike building, etc.))			# of Secure Overnight Bicycle Parking spots at AHD:		110	Ok									
Bike parking is located inside the building in locked rooms which only residents will have access to.															
(E) Does your AHD Capital Project include multiple AHDs with an AHD receiving 4% low-income housing tax credits, and another receiving 9% low-income housing tax credits?			No		If Yes, this constitutes two separate and independent Projects, each of which must submit an entirely separate HCD application and qualify independently of the other.										
AHD Eligible Costs §103(a)(1)(C) and Ineligible Costs §103(c)															
§103(a)(1)(C)(ii) The total amount of eligible AHD soft costs cannot exceed 10% of the total AHSC Program award.			Budgeted		Cost Cap		Overage								
§103(c) We certify the AHSC AHD funded cost do not include any of the following ineligible costs:			\$0		\$2,995,220		\$0		Ok						
(1) Costs are not eligible if there is another feasible, available source of committed funding for the STI portion thereof to be funded by AHSC or if the cost is incurred prior to the AHSC award;												Yes			
(2) Routine maintenance or operations of transportation infrastructure (including transit fleet, not including AHSC funded transit service expansion);															
(3) In lieu fees for local inclusionary housing programs;															
(4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs; and															
(5) All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).															
HRI Eligible Costs §103(a)(2)(A) and Ineligible Costs §103(c)															
(i) Are capital improvements in the HRI budget required by a locality, transit agency, or special district?			N/A		If Yes, are improvements a condition to the approval of the AHD?							N/A			
FAAST File:		Cap Improvements Req			Documentation from a Locality, transit agency, or special district that capital improvements are required					File Uploaded?	N/A				
(ii) Total amount of eligible HRI soft costs cannot exceed 10% of the total AHSC Program award.			Budgeted		Cost Cap		Overage								
(iv) Total amount of eligible environmental remediation costs cannot exceed 50% of the total AHSC HRI grant funds.			\$0		\$0		\$0		Ok						
(v) Total amount of eligible real property acquisition of the HRI project site and associated fees cannot exceed 10% of the total AHSC Program award.			\$0		\$2,995,220		\$0		Ok						
(vi) Total amount of eligible impact fees cannot exceed 15% of the total AHSC Program award up to \$300,000.			\$0		\$300,000		\$0		Ok						

Balboa Park Upper Yard AHD and HRI Overview PIN 45585

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

N/A

HRI Grant Terms §104(c)

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

AHD Threshold §106(a)

(4) Describe how AHD provides free transit passes, reloadable transit cards or discounted passes priced at no more than half of retail cost.
 One Monthly Muni "M" passes will be provided to each unit for a total of 17 years. The passes allow unlimited rides on Muni buses and trains in San Francisco. The Developer will buy them from SFTMA at a bulk discount, available to non-profits, social service and government agencies for \$40 per pass per month (instead of \$75 for general public). The monthly passes will
 Number of passes or cards that will be provided: **130** Is there at least one pass per restricted unit? Yes Type of transit passes provided: **Free Transit Pass**

(5) Applicant certifies the proposed AHD will be smoke free and demonstrate compliance prior to construction loan closing. Yes
FAAST File: **SFH Lease Addendum** §106(a)(5) Smoke Free Housing Lease Addendum - must be submitted prior to construction close File Uploaded? No

(8) For the AHD, can you provide documentation of completion and approval of all necessary environmental clearances including those required under the CEQA and if applicable, NEPA, and all applicable time periods for filing appeals or lawsuits have lapsed within 30 days of the application due date with lawsuits or appeals filed? Yes
NEPA: Is Federal funding proposed that will trigger NEPA requirements? Yes If Yes, enter date of "Authority to Use Grant Funds" **4/24/14**
CEQA: Project approved "by-right"? Is Project Categorical Exempt? Yes Negative Declaration Date: Final EIR Date:

Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.
 Authority to Use Grant Funds approved April 24, 2014. The environmental assessment was re-evaluated and approved on December 11, 2018. The basis for the re-evaluation was the length of time that had passed since the original find of No Significant Impact. The Project is CEQA Exempt per Senate Bill 35.

FAAST File: **AHD Environmental** Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption. File Uploaded? Yes
FAAST File: **AHD Auth to Use Grant Funds** For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form. File Uploaded? Yes

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

Agency / Issuer	Land Use Approval Date	Approval Type	Comments
SF Planning Department	10/11/19	Other	Sinal Approval of an SB35 Project
SF Department of Building Inspection	1/31/19	Other	Site Permit Approval (1st step of Building Permits)

(10) Does the Market study demonstrate the AHD Project is financially feasible? *A study that meets requirements specified in TCAC Regs §10322(h)(10) will be accepted by HCD.* Yes
FAAST File: **AHD Market Study** Provide a completed market study prepared within one year of the application due date. File Uploaded? Yes

(11) Does applicant or Developer of Project have Site Control for AHD Project? If yes, enter site control form and the most recent execution date below (See Site Control Appendix A)
 Form of site control (See Site Control in Appendix A): Enforceable Option to Lease or Purchase Most recent document execution date: **2/6/19**
 If leasehold estate: Rent based on restricted land value? Yes Is acquisition cost \$0 in AHD Dev. Yes Prepaid lease loan used? If so answer (a-c) No

(a) Funding amount based on the Present Value of lease payments? No (b) Lender requesting Res. Receipts (not permissible) N/A (c) Has loan amount been entered as a finance cost? N/A
 Describe any special site-control circumstances.

FAAST File: **AHD Site Control** Appropriate documentation to demonstrate the form of site control indicated above Files Uploaded? Yes
FAAST File: **AHD Preliminary Title Report** PTR, that is no more than 6 months old for the AHD Project. Files Uploaded? Yes

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

	AHD Past Project #1	AHD Past Project #2
Project Name	94th and International (Acts Cyrene Apartments)	Paradise Creek II (National City)
Development Entity	Oakland International Housing Partners, L.P.	Paradise Creek II Housing Partners, L.P.
Completion Date	12/1/17	5/1/18
Project Tenure	2.5 years	2 years
# of units	59	92
Units per Acre	74 units per acre	43 units per acre
Commercial (sq. ft.)	3500	0
Brief Description (e.g. number of units, population served, etc.)	Adjacent to the International Boulevard Affordable Housing and Walkability Project, the 94th and International project is one of Oakland's newest 100% affordable, mixed-use developments for families earning between 30% and 50% of AMI. Fourteen of the new apartment homes have been reserved for those who are homeless or at risk of homelessness. Onsite supportive services, provided by Acts Community Development Corporation, include financial literacy programs, health and wellness classes and homework and tutoring programs.	Paradise Creek II is the second phase of Paradise Creek Apartments, a two-phased affordable, transit-oriented development of 201 apartments for low-income families. Co-developed by Related California and Community HousingWorks, Paradise Creek II is comprised of 92 apartments on 2.15 acres of land, plus the expansion and improvement of Paradise Creek Educational Park. This LEED for Homes Gold development consists of six (6) studio/one bath apartments, twenty-one (21) one bedroom/one bath apartments, thirty-six (36) two bedroom/two bath apartments and twenty-nine (29) three bedroom/two bath
FAAST File:	Past Exp AHD1, Past Exp AHD2 Certificates of Occupancy for two recently completed affordable housing developments <input checked="" type="checkbox"/> File Uploaded? <input checked="" type="checkbox"/> Yes	

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

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

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

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

If "No", demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A):
FAAST File: **AHD Ag Infill** Applicants seeking an exemption to the FMMP determination must demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A) File Uploaded? N/A

Balboa Park Upper Yard AHD and HRI Overview PIN 45585

(20)(A) We certify the AHD meets the underwriting standards in Uniform Multifamily Regulations §8300 - §8316 and Multifamily Housing Program Guidelines §7312. Yes

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

(20)(C) If the AHD Project involves involving new construction or Substantial Rehabilitation and requiring the demolition of existing residential units are eligible only if the number of bedrooms in the new Project is at least equal to the number of bedrooms in the demolished structures, with equal or greater affordability. The new affordable units may exist on separate parcels provided all parcels are part of the same Project meeting the requirements of UMR 8303(b). Explain below how this requirement is satisfied in the replacement affordable housing development. If the Project does not involve demolition of existing affordable units, indicate "N/A" below.

The AHD project does not involve the demolition of existing units affordable to lower income households.

(20)(D) We certify the proposed AHD is consistent with State and Federal Fair Housing requirements including duties to affirmatively further fair housing (explain below). Yes

The AHD project will follow all State and Federal Fair Housing requirements in lease-up and property management policies.

HRI Threshold §106(a) (if applying for AHSC HRI funding)

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

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

CEQA: Project approved "by-right"? Is Project Categorically Exempt? Negative Declaration Date: Final EIR Date:

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

FAAST File: **HRI Environmental** Copy of all environmental reports and clearances (e.g. EIR, Phase 1 Notice of Exemption). File Uploaded? N/A

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

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

Agency / Issuer	Land Use Approval Date	Approval Type	Comments

(10) Does the Market study demonstrate Project is financially feasible (HRI requires a market study only if not using AHSC funds for AHD)? A market study that meets the requirements specified in TCAC Regs §10322(h)(10) will be accepted by HCD.

FAAST File: **HRI Market Study** Completed market study prepared within one year of the application due date. File Uploaded? N/A

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

Form of site control (See Site Control in Appendix A): Most recent document execution date:

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

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

Describe any special site control circumstances.

FAAST File: **HRI Site Control** Appropriate documentation to demonstrate the form of site control indicated above Files Uploaded? N/A

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

	HRI Past Project #1	HRI Past Project #2
Project Name		
Development Entity		
Completion Date		
Project Tenure		
# of units		
Units per Acre		
Commercial (sq. ft.)		
Brief Description (e.g. number of units, population served, etc.)		

FAAST File: **Past Exp HRI1, Past Exp HRI2** Certificates of Occupancy for two recently completed affordable housing developments File Uploaded?

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

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

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

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

FAAST File: **HRI No Ag** Demonstrate the HRI site is not within land designated as agricultural land per FMMP tool. File Uploaded? N/A

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

FAAST File: **HRI Ag Infill** Demonstrate that HRI Project site qualifies as an Infill Site (as defined in Appendix A) File Uploaded? N/A

(20)(B) We certify the HRI is infeasible without AHSC Program funds, and other committed funds are not and will not be supplanted by AHSC Program funds.

(20)(C) If the AHD Project involves involving new construction or Substantial Rehabilitation and requiring the demolition of existing residential units are eligible only if the number of bedrooms in the new Project is at least equal to the number of bedrooms in the demolished structures, with equal or greater affordability. The new affordable units may exist on separate parcels provided all parcels are part of the same Project meeting the requirements of UMR 8303(b). Explain below how this requirement is satisfied in the replacement affordable housing development. If the Project does not involve demolition of existing affordable units, indicate "N/A" below.

Balboa Park Upper Yard AHD and HRI Overview PIN 45585

(20)(D) We certify the proposed AHD is consistent with State & Federal Fair Housing requirements including duties to affirmatively further fair housing (explain below).				
(20)(E) If approval by a local public works department, or other responsible local agency is required for the Project, provide document below. I certify that the HRI improvements are consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.				
FAAST File:	HRI Local Approvals	Statement from entity indicating the HRI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.	Files Uploaded?	N/A
Article XXXIV Authority				
<i>Article XXXIV opinion letters submitted to HCD must demonstrate that the applicant has considered both the legal requirements of Article XXXIV and the relevant facts of the project (e.g., the state public body lenders, the number of low income restricted units, and the general content of any regulatory restrictions). Any conclusion that a project is exempt from Article XXXIV must be supported by specific facts and a specific legal theory for exemption that itself is supported by the Constitution, statute, and/or case law. Prior to the execution of the HCD Standard Agreement, Applicant must deliver to HCD satisfactory evidence that the requirements of Article XXXIV of the California Constitution have been satisfied or are inapplicable.</i>				
FAAST File:	Article XXXIV Attorney Opinion	Demonstrate legal requirements of Article XXXIV and relevant Project facts have been considered	File Uploaded?	Yes
Does the locality have sufficient Article XXXIV Authority to accommodate the project? <i>(If Project doesn't have Article XXXIV authority, AHSC may be limited to restricting no more than 49% of the total units.)</i>		Yes	If yes, document Article XXXIV authority for Project. May be done by providing info from appropriate local government official that voters passed a specific project referendum or a blanket referendum has been passed and the locality has allocated sufficient Article XXXIV authority to Project.	
FAAST File:	Article XXXIV Authority	Copy of document providing Authority	File Uploaded?	Yes

Balboa Park Upper Yard AHD and HRI Overview PIN 45585

Tax Credits

Select appropriate entry for each item:

Project Tax Credit Type:	4%	Federal:	Yes	Proposed Equity Investor Contribution (\$):	\$45,947,622	Anticipated Tax Credit Factor	\$1.0100	App Rate	3.19%
		State:	No	Proposed Equity Investor Contribution (\$):		Anticipated Tax Credit Factor		App Rate	
Timeframe for Applying for 4% Tax Credits		Proposed Month:	August	Proposed Year:	2020				
Timeframe for Applying for 9% Tax Credits		Proposed Round:		Proposed Year:					
If already awarded, date of the Tax Credit Reservation:									

FAAST File:	Tax Credit Reservation	If this project has already received a tax credit reservation, upload documentation to FAAST						File Uploaded?	N/A
Does or will the senior debt and loan agreement comply with HCD's Multifamily Housing Program Regulations §7308, including the priority order of payments from cash flow?									Yes
Does or will the junior debt and loan agreement comply with HCD's Multifamily Housing Program Regulations §7308, including the priority order of payments from cash flow?									Yes
Are there any cost sharing agreements?	No	If there is commercial space not eligible to be funded by AHSC, is cost allocation based on total development cost?						Yes	If no, on what?
What covenants or regulatory agreements are already on title?	None								
What covenants or regulatory agreements are anticipated?	City of San Francisco, TCAC, CDLAC, HCD								

AHD Milestones

Provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A"

Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.

Capital Project Milestone Schedule	Date
Executed binding agreement between the Sponsor and developer of the proposed Affordable Housing Development detailing the terms and conditions of the Project development.	9/15/18
Site Control of Affordable Housing Development site(s) by proposed housing developer.	2/4/19
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	1/1/19
Obtaining all necessary and discretionary public land use approvals.	1/28/19
Obtaining all enforceable funding commitments for at least the first phase of the Housing Development supported by the infrastructure Project.	10/15/20
Obtaining all enforceable funding commitments for all construction period financing.	10/15/20
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	10/15/20
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	2/1/20
Commencement of construction.	1/1/21
Construction complete and the filing of the Notice of Completion.	1/1/22
Program funds fully disbursed.	1/1/23
Have all milestone dates been entered above?	
	Yes

HRI Milestones

Provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A"

Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.

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

Balboa Park Upper Yard HRI and AHD Sources of Development Funds PIN 45585

Construction Period Sources of Funds												*Details of Deferred Costs	
Committed by Application Due Date?	AHD vs HRI Source	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate	Required Payment	Loan Term (months)	Residential Amount	Commercial Amount		Amount	Description
1	Yes	HRI	AHSC HRI Grant	State-HCD	N/A	N/A	None	N/A				\$2,400,000	Deferred Developer Fee
2	Yes	AHD	Construction Loan	Private	1	\$77,180,778	5.25%	Interest Only	36	\$77,111,572	\$0		
3	Yes	AHD	SFMOHCD Soft Loan	Local	2	\$30,493,722	1.00%	Other	660	\$26,761,121	\$3,732,601	\$642,582	Deferred Operating Reserve
4	Yes	AHD	GP Equity	Private	N/A	\$2,050,000	N/A	None	N/A	\$1,500,000	\$0		
5													
6													
7													
8													
9													
10													
11													
12													
13		AHD	*Deferred Costs (enter details at right)			\$3,108,082				\$3,608,084	\$0		
14	Yes	AHD	Equity Investor	US Bank		\$4,594,762				\$4,594,762			
					TOTALS	\$117,427,344				\$113,575,539	\$3,732,601	\$3,108,082	

Permanent Sources of Funds																	
# C L W	Committed by Application Due Date?	AHD vs HRI Source	Source Name <i>See cell comments for Deferred Dev. Fee; list in lien priority order</i>	Source Type	Lien No.	Amount	Interest Rate		Amortization Period (yrs.)	Repayment Terms		Required Residential Debt Service	Required Commercial Debt Service	Residential Amount	Commercial Amount	Balloon?	
							Rate	Type		Type	Due in (yrs)						
1	Yes	HRI	AHSC HRI Grant	State-HCD													
2	Yes	AHD	AHSC AHD Loan	State-HCD	3	\$20,000,000	3.00%	Fixed for Term	55	MHP-Partial Interest Only	55			\$20,000,000		No	
3	Yes	AHD	Permanent Loan	Private	1	\$17,586,000	6.25%	Fixed for Term	35	Fully Amortized	15	\$1,238,919		\$17,586,000		No	
4	Yes	AHD	SFMOHCD Soft Loan	Local	2	\$30,493,722	1.00%	Fixed for Term	55	Residual Receipts	55			\$26,761,121	\$3,732,601	No	
5	Yes	AHD	GP Equity	Private		\$2,050,000								\$2,050,000		N/A	
6	Yes	AHD	Deferred Developer Fee	Private		\$1,350,000				Deferred				\$1,350,000		N/A	
7																	
8																	
9																	
10																	
11																	
12																	
13																	
14																	
15																	
16	Yes	AHD	Equity Investor:	US Bank		\$45,947,622								\$45,947,622			
Total Permanent Funding Sources Amount						\$117,427,344											
Total Committed Non-AHSC AHD & HRI Funds						\$97,427,344											
												TOTALS	\$1,238,919	\$0	\$113,694,743	\$3,732,601	

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

FAAST File: EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc. Documentation for the 4 non-TCAC & non-AHSC AHD & HRI funding commitments. Files Uploaded? Yes

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

Balboa Park Upper Yard AHD Units and Maximum AHD-HRI Funds PIN 45585

AHD Unit Mix														
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)
# of Bdrms	Unit Type	% of Area Median Income	Total Units	Total Rental Units	Total Homeowner Units	Total Unrestricted Units	Total Restricted Units	Total Restricted Affordable Rental Units	Total Restricted Affordable HO Units	Mgr. Units	Support. Housing Units	AHSC Assisted Units	Veterans Units	Senior Units
0	Rental	30% AMI	3	3			3	3				3		
1	Rental	30% AMI	12	12			12	12				11		
2	Rental	30% AMI	8	8			8	8				8		
3	Rental	30% AMI	4	4			4	4				4		
0	Rental	50% AMI	1	1			1	1				1		
1	Rental	50% AMI	20	20			20	20				21		
2	Rental	50% AMI	37	37			37	37				37		
3	Rental	50% AMI	9	9			9	9				9		
0	Rental	60% AMI	1	1			1	1				1		
1	Rental	60% AMI	8	8			8	8				8		
2	Rental	60% AMI	8	8			8	8				8		
3	Rental	60% AMI	1	1			1	1				1		
0	Rental	none	2	2		2								
1	Rental	none	7	7		7								
2	Rental	none	8	8		8								
3	Rental	none	1	1		1								
2			1			1				1				
			131	130	0	19	112	112	0	1	0	112	0	0

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

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

Maximum HRI Grant Amount					
19 unrestricted units @ \$35,000 PU =	\$665,000	112 restricted units @ \$50,000 PU =	\$5,600,000	HRI Requested:	\$0
				Max HRI Grant:	\$0

Maximum AHD Loan Amount			
Max AHSC AHD Loan Amounts. Click here for 2019 AHSC loan limits - (beginning on page 211)		Max AHD Loan:	\$20,000,000
Is Project applying for 9% Tax Credits?	No	Unrestricted Manager Loan Amount:	\$175,000
		AHD Requested:	\$20,000,000

AMI Level	0 Bedroom Units			1 Bedroom Units			2 Bedroom Units			3 Bedroom Units			4+ Bedroom Units		
	Per Unit Amount	Number of Restricted units	Loan Amount (BxC)	Per Unit Amount	Number of Restricted units	Loan Amount (E x F)	Per Unit Amount	Number of Restricted units	Loan Amount (H x I)	Per Unit Amount	Number of Restricted units	Loan Amount (K x L)	Per Unit Amount	Number of Restricted units	Loan Amount (N x O)
60%	175,000	1	175,000	175,000	8	1,400,000	175,000	8	1,400,000	175,000	1	175,000	175,000		0
55%	195,311		0	196,751		0	201,073		0	205,106		0	208,707		0
50%	215,621	1	215,621	218,646	21	4,591,566	227,289	37	8,409,693	235,356	9	2,118,204	242,414		0
45%	235,932		0	240,397		0	253,362		0	265,462		0	276,121		0
40%	256,243		0	262,149		0	279,434		0	295,712		0	309,684		0
35%	276,697		0	283,900		0	305,651		0	325,962		0	343,391		0
30%	297,008	3	891,024	305,651	11	3,362,161	331,723	8	2,653,784	356,067	4	1,424,268	377,098		0
25%	317,319		0	327,546		0	357,940		0	386,317		0	410,805		0
20%	337,629		0	349,297		0	384,013		0	416,423		0	444,368		0
15%	357,940		0	371,048		0	410,085		0	446,673		0	478,076		0
Totals	0 Bdrm	5	1,281,645	1 Bdrm	40	9,353,727	2 Bdrm	53	12,463,477	3 Bdrm	14	3,717,472	4+ Bdrm	0	0

Commercial Space								
Type of Business (if Known)	# of Total Units	Sq. Footage of Each Space	Expected Gross Rent per S.F.	Expected Gross Rent	Other Revenue (Specify)	Other Revenue (Amount)	Garage and Parking Space Revenue	Miscellaneous Rent Revenue
Child Care YMCA	1	3750	\$1	\$5,250	\$0	\$0	\$0	\$0
Family Wellness Resource Center	1	2480	\$1	\$2,480	\$0	\$0	\$0	\$0
Mission Bike Program	1	1550	\$1	\$1,938	\$0	\$0	\$0	\$0
General Commercial Space (Tenant TBD)	1	1350	\$3	\$3,713	\$0	\$0	\$0	\$0
TOTAL:	4	9,130	\$6	\$13,380	\$0	\$0	\$0	\$0
AVERAGE:	1	2,283	\$2	\$5,352	\$0	\$0	\$0	\$0

Describe the Proposed Commercial Use and Identify any Special Issues:

San Francisco

AHD DEVELOPMENT BUDGET

DEVELOPMENT COST	Total Project Costs	Residential Costs	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
LAND COST/ACQUISITION						
Land Cost or Value	\$0					
Demolition	\$0					
Legal	\$20,000	\$20,000				
Land Lease Rent Prepayment	\$0					
Total Land Cost or Value	\$20,000	\$20,000	\$0			
Existing Improvements Cost or Value	\$0					
Off-Site Improvements	\$0					
Total Acquisition Cost	\$0	\$0	\$0		\$0	
Total Land Cost / Acquisition Cost	\$20,000	\$20,000	\$0			
Predevelopment Interest/Holding Cost	\$0					
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	\$0					
Excess Purchase Price Over Appraisal	\$0					
REHABILITATION						
Site Work	\$0					
Structures	\$0					
General Requirements	\$0					
Contractor Overhead	\$0					
Contractor Profit	\$0					
Prevailing Wages	\$0					
General Liability Insurance	\$0					
Urban Greening	\$0					
Other Rehabilitation: (Specify)	\$0					
Other Rehabilitation: (Specify)	\$0					
Other Rehabilitation: (Specify)	\$0					
Total Rehabilitation Costs	\$0	\$0	\$0	\$0	\$0	
Total Relocation Expenses	\$0					
NEW CONSTRUCTION						
Site Work	\$0					
Structures	\$86,386,011	\$83,292,749	\$3,093,262	\$83,292,749		
General Requirements	\$3,554,216	\$3,479,216	\$75,000	\$3,479,216		
Contractor Overhead	\$0					
Contractor Profit	\$2,818,165	\$2,732,438	\$85,727	\$2,732,438		
Prevailing Wages	\$0					
General Liability Insurance	\$1,088,202	\$1,055,100	\$33,102	\$1,055,100		
Urban Greening	\$192,557	\$192,557		\$192,557		
Other New Construction: (Specify)	\$0					
Other New Construction: (Specify)	\$0					
Other New Construction: (Specify)	\$0					
Total New Construction Costs	\$94,039,151	\$90,752,060	\$3,287,091	\$90,752,060	\$0	
ARCHITECTURAL FEES						
Design	\$4,097,500	\$3,997,943	\$99,557	\$3,997,943		
Supervision	\$305,000	\$282,000	\$23,000	\$282,000		
Total Architectural Costs	\$4,402,500	\$4,279,943	\$122,557	\$4,279,943	\$0	
Total Survey & Engineering	\$0					
CONSTRUCTION INTEREST & FEES						
Construction Loan Interest	\$5,954,000	\$5,954,000		\$4,047,000		
Origination Fee	\$921,000	\$921,000		\$921,000		
Credit Enhancement/Application Fee	\$0					
Bond Premium	\$0					
Cost of Issuance	\$550,000	\$550,000				
Title & Recording	\$30,000	\$30,000				
Taxes	\$0					
Insurance	\$1,017,118	\$813,694	\$203,424	\$813,694		
Employment Reporting	\$0					
Other Construction Int. & Fees: (Specify)	\$0					
Other Construction Int. & Fees: (Specify)	\$0					
Total Construction Interest & Fees	\$8,472,118	\$8,268,694	\$203,424	\$5,781,694	\$0	
PERMANENT FINANCING						
Loan Origination Fee	\$50,000	\$50,000				
Credit Enhancement/Application Fee	\$0					
Title & Recording	\$0					
Taxes	\$0					
Insurance	\$0					

AHD DEVELOPMENT BUDGET

DEVELOPMENT COST	Total Project Costs	Residential Costs	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
Other Perm. Financing Costs: (Specify)	\$0					
Other Perm. Financing Costs: (Specify)	\$0					
Total Permanent Financing Costs	\$50,000	\$50,000	\$0			
Subtotals Forward	\$106,983,769	\$103,370,697	\$3,613,072	\$100,813,697	\$0	
LEGAL FEES						
Legal Paid by Applicant	\$375,000	\$360,000	\$15,000	\$112,500		
Other Attorney Costs: (Specify)	\$0					
Other Attorney Costs: (Specify)	\$0					
Other Attorney Costs: (Specify)	\$0					
Total Attorney Costs	\$375,000	\$360,000	\$15,000	\$112,500	\$0	
RESERVES						
Operating Reserve	\$642,582	\$642,582				
Replacement Reserve	\$65,500	\$65,500				
Transition Reserve	\$0					
Rent Reserve	\$0					
Other Reserve Costs: (Specify)	\$0					
Other Reserve Costs: (Specify)	\$0					
Other Reserve Costs: (Specify)	\$0					
Total Reserve Costs	\$708,082	\$708,082	\$0			
CONTINGENCY COSTS						
Construction Hard Cost Contingency	\$0					
Soft Cost Contingency	\$1,211,556	\$1,169,207	\$42,349	\$1,169,207		
Total Contingency Costs	\$1,211,556	\$1,169,207	\$42,349	\$1,169,207	\$0	
OTHER PROJECT COSTS						
TCAC App/Allocation/Monitoring Fees	\$101,653	\$101,653				
Environmental Audit	\$0					
Local Development Impact Fees	\$0					
Permit Processing Fees	\$1,100,000	\$1,061,550	\$38,450	\$1,061,550		
Capital Fees	\$0					
Marketing	\$357,784	\$357,784				
Furnishings	\$262,000	\$262,000		\$262,000		
Market Study	\$20,000	\$20,000		\$20,000		
Accounting/Reimbursable	\$32,500	\$29,500	\$3,000	\$20,000		
Appraisal Costs	\$10,000	\$10,000		\$10,000		
Other Costs: Organizational	\$10,000	\$10,000		\$8,000		
Other Costs: Utility Fees	\$450,000	\$434,270	\$15,730	\$434,270		
Other Costs: Construction Management	\$200,000	\$200,000		\$200,000		
Other Costs: Financial Consultant	\$30,000	\$30,000		\$30,000		
Other Costs: Community Outreach Consultant	\$75,000	\$70,000	\$5,000	\$70,000		
Other Costs: (Specify)	\$0					
Total Other Costs	\$2,648,937	\$2,586,757	\$62,180	\$2,115,820	\$0	
SUBTOTAL PROJECT COST	\$111,927,344	\$108,194,743	\$3,732,601	\$104,211,224	\$0	
DEVELOPER COSTS						
Developer Overhead/Profit	\$5,500,000	\$5,500,000		\$5,500,000		
Consultant/Processing Agent	\$0					
Project Administration	\$0					
Broker Fees Paid to a Related Party	\$0					
Construction Oversight by Developer	\$0					
Other Developer Costs: (Specify)	\$0					
Total Developer Costs	\$5,500,000	\$5,500,000	\$0	\$5,500,000	\$0	
TOTAL PROJECT COST	\$117,427,344	\$113,694,743	\$3,732,601	\$109,711,224	\$0	
Eligible Basis:				\$109,711,224	\$0	
Total Eligible Basis:				\$109,711,224		
				DF 2019		
Total Developer Fee (equals Total Developer Costs above):				\$5,500,000		
Total Developer Fee paid from development funding sources:				\$2,100,000		
Deferred Developer Fee payable on a priority basis from available Cash Flow:				\$1,350,000		
Deferred Developer Fee payable from allowable 50% Distribution:				\$0		
Developer Fee Contributed as Capital:				\$2,050,000		

Balboa Park Upper Yard AHD and HRI Permanent Sources and Uses PIN 45585

AFFORDABLE HOUSING DEVELOPMENT (AHD)		AHD Residential and HRI Permanent Sources of Funds															Commercial Sources		Residential Cost Difference Dev Budget vs. Sources			
USES OF FUNDS	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Loan	Permanent Loan	SFMOHCD Soft Loan	GP Equity	Deferred Developer Fee	0	0	0	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	Source Name: SFMOHCD Soft Loan	Source Name:	Residential Cost Difference Dev Budget vs. Sources
Soft cost in red (total AHSC AHD below)																		Total	Total			
\$0																						
LAND COST/ACQUISITION																						
Land Cost or Value	\$0																\$0	\$0	\$0			\$0
Demolition	\$0																\$0	\$0	\$0			\$0
Legal	\$20,000															\$20,000	\$20,000	\$20,000	\$0			\$0
Land Lease Rent Prepayment	\$0																\$0	\$0	\$0			\$0
Total Land Cost or Value	\$20,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000	\$0	\$0	\$0	\$0
Existing Improvements Cost or Value	\$0																\$0	\$0	\$0			\$0
Off-Site Improvements	\$0																\$0	\$0	\$0			\$0
Total Acquisition Cost	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Land Cost / Acquisition Cost	\$20,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000	\$20,000	\$20,000	\$0	\$0	\$0	\$0
Predevelopment Interest/Holding Cost	\$0																\$0	\$0	\$0			\$0
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	\$0																\$0	\$0	\$0			\$0
Excess Purchase Price Over Appraisal	\$0																\$0	\$0	\$0			\$0
REHABILITATION																						
Site Work	\$0																\$0	\$0	\$0			\$0
Structures	\$0																\$0	\$0	\$0			\$0
General Requirements	\$0																\$0	\$0	\$0			\$0
Contractor Overhead	\$0																\$0	\$0	\$0			\$0
Contractor Profit	\$0																\$0	\$0	\$0			\$0
Prevailing Wages	\$0																\$0	\$0	\$0			\$0
General Liability Insurance	\$0																\$0	\$0	\$0			\$0
Urban Greening	\$0																\$0	\$0	\$0			\$0
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0			\$0
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0			\$0
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0			\$0
Total Rehabilitation Costs	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total Relocation Expenses	\$0																\$0	\$0	\$0			\$0
NEW CONSTRUCTION																						
Site Work	\$0																\$0	\$0	\$0			\$0
Structures	\$86,386,011		\$20,000,000	\$17,586,000	\$26,761,121												\$18,945,628	\$83,292,749	\$83,292,749	\$3,093,262	\$3,093,262	\$0
General Requirements	\$3,554,216																\$3,479,216	\$3,479,216	\$3,479,216	\$75,000	\$75,000	\$0
Contractor Overhead	\$0																\$0	\$0	\$0			\$0
Contractor Profit	\$2,818,165																\$2,732,438	\$2,732,438	\$2,732,438	\$85,727	\$85,727	\$0
Prevailing Wages	\$0																\$0	\$0	\$0			\$0
General Liability Insurance	\$1,088,202																\$1,055,100	\$1,055,100	\$1,055,100	\$33,102	\$33,102	\$0
Urban Greening	\$192,557																\$192,557	\$192,557	\$192,557	\$0	\$0	\$0
Other New Construction: (Specify)	\$0																\$0	\$0	\$0			\$0
Other New Construction: (Specify)	\$0																\$0	\$0	\$0			\$0
Other New Construction: (Specify)	\$0																\$0	\$0	\$0			\$0
Total New Construction Costs	\$94,039,151		\$20,000,000	\$17,586,000	\$26,761,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$26,404,939	\$90,752,060	\$90,752,060	\$3,287,091	\$3,287,091	\$0
ARCHITECTURAL FEES																						
Design	\$4,097,500																\$3,997,943	\$3,997,943	\$3,997,943	\$99,557	\$99,557	\$0
Supervision	\$305,000																\$282,000	\$282,000	\$282,000	\$23,000	\$23,000	\$0
Total Architectural Costs	\$4,402,500		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,279,943	\$4,279,943	\$4,279,943	\$122,557	\$122,557	\$0
Total Survey & Engineering	\$0																\$0	\$0	\$0			\$0
CONSTRUCTION INTEREST & FEES																						
Construction Loan Interest	\$5,954,000																\$5,954,000	\$5,954,000	\$5,954,000	\$0	\$0	\$0
Origination Fee	\$921,000																\$921,000	\$921,000	\$921,000	\$0	\$0	\$0
Credit Enhancement/Application Fee	\$0																\$0	\$0	\$0			\$0
Bond Premium	\$0																\$0	\$0	\$0			\$0
Cost of Issuance	\$550,000																\$550,000	\$550,000	\$550,000	\$0	\$0	\$0
Title & Recording	\$30,000																\$30,000	\$30,000	\$30,000	\$0	\$0	\$0
Taxes	\$0																\$0	\$0	\$0			\$0
Insurance	\$1,017,118																\$813,694	\$813,694	\$813,694	\$203,424	\$203,424	\$0
Employment Reporting	\$0																\$0	\$0	\$0			\$0
Other Construction Int. & Fees: (Specify)	\$0																\$0	\$0	\$0			\$0
Other Construction Int. & Fees: (Specify)	\$0																\$0	\$0	\$0			\$0
Total Construction Interest & Fees	\$8,472,118		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,268,694	\$8,268,694	\$8,268,694	\$203,424	\$203,424	\$0
PERMANENT FINANCING																						
Loan Origination Fee	\$50,000																\$50,000	\$50,000	\$50,000	\$0	\$0	\$0
Credit Enhancement/Application Fee	\$0																\$0	\$0	\$0			\$0
Title & Recording	\$0																\$0	\$0	\$0			\$0
Taxes	\$0																\$0	\$0	\$0			\$0
Insurance	\$0																\$0	\$0	\$0			\$0

Balboa Park Upper Yard AHD and HRI Permanent Sources and Uses PIN 45585

AFFORDABLE HOUSING DEVELOPMENT (AHD)		AHD Residential and HRI Permanent Sources of Funds																	Commercial Sources				
USES OF FUNDS <i>Soft cost in red (total AHSC AHD below)</i>	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Loan	Permanent Loan	SFMOHCD Soft Loan	GP Equity	Deferred Developer Fee	0	0	0	0	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	Source Name: SFMOHCD Soft Loan	Source Name:	Residential Cost Difference Dev Budget vs. Sources
																			Total	Total			
\$0																			\$0	\$0	\$0		\$0
Other Perm. Financing Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Other Perm. Financing Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Total Permanent Financing Costs	\$50,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000	\$50,000	\$50,000	\$0	\$0	\$0
Subtotals Forward	\$106,983,769		\$20,000,000	\$17,586,000	\$26,761,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$39,023,576	\$103,370,697	\$103,370,697	\$3,613,072	\$3,613,072	\$0
LEGAL FEES																							
Legal Paid by Applicant	\$375,000																	\$360,000	\$360,000	\$360,000	\$15,000	\$15,000	\$0
Other Attorney Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Other Attorney Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Other Attorney Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Total Attorney Costs	\$375,000		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$360,000	\$360,000	\$360,000	\$15,000	\$15,000	\$0
RESERVES																							
Operating Reserve	\$642,582																	\$642,582	\$642,582	\$642,582	\$0	\$0	\$0
Replacement Reserve	\$65,500																	\$65,500	\$65,500	\$65,500	\$0	\$0	\$0
Transition Reserve	\$0																	\$0	\$0	\$0			\$0
Rent Reserve	\$0																	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Other Reserve Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Total Reserve Costs	\$708,082		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$708,082	\$708,082	\$708,082	\$0	\$0	\$0
CONTINGENCY COSTS																							
Construction Hard Cost Contingency	\$0																		\$0	\$0	\$0		\$0
Soft Cost Contingency	\$1,211,556																	\$1,169,207	\$1,169,207	\$1,169,207	\$42,349	\$42,349	\$0
Total Contingency Costs	\$1,211,556		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,169,207	\$1,169,207	\$1,169,207	\$42,349	\$42,349	\$0
OTHER PROJECT COSTS																							
TCAC App/Allocation/Monitoring Fees	\$101,653																	\$101,653	\$101,653	\$101,653	\$0	\$0	\$0
Environmental Audit	\$0																	\$0	\$0	\$0			\$0
Local Development Impact Fees	\$0																	\$0	\$0	\$0			\$0
Permit Processing Fees	\$1,100,000																	\$1,061,550	\$1,061,550	\$1,061,550	\$38,450	\$38,450	\$0
Capital Fees	\$0																	\$0	\$0	\$0			\$0
Marketing	\$357,784																	\$357,784	\$357,784	\$357,784	\$0	\$0	\$0
Furnishings	\$262,000																	\$262,000	\$262,000	\$262,000	\$0	\$0	\$0
Market Study	\$20,000																	\$20,000	\$20,000	\$20,000	\$0	\$0	\$0
Accounting/Reimbursable	\$32,500																	\$29,500	\$29,500	\$29,500	\$3,000	\$3,000	\$0
Appraisal Costs	\$10,000																	\$10,000	\$10,000	\$10,000	\$0	\$0	\$0
Other Costs: Organizational	\$10,000																	\$10,000	\$10,000	\$10,000	\$0	\$0	\$0
Other Costs: Utility Fees	\$450,000																	\$434,270	\$434,270	\$434,270	\$15,730	\$15,730	\$0
Other Costs: Construction Management	\$200,000																	\$200,000	\$200,000	\$200,000	\$0	\$0	\$0
Other Costs: Financial Consultant	\$30,000																	\$30,000	\$30,000	\$30,000	\$0	\$0	\$0
Other Costs: Community Outreach Consultant	\$75,000																	\$70,000	\$70,000	\$70,000	\$5,000	\$5,000	\$0
Other Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Total Other Costs	\$2,648,937		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,586,757	\$2,586,757	\$2,586,757	\$62,180	\$62,180	\$0
SUBTOTAL PROJECT COST	\$111,927,344		\$20,000,000	\$17,586,000	\$26,761,121	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$43,847,622	\$108,194,743	\$108,194,743	\$3,732,601	\$3,732,601	\$0
DEVELOPER COSTS																							
Developer Overhead/Profit	\$5,500,000																	\$2,100,000	\$5,500,000	\$5,500,000	\$0	\$0	\$0
Consultant/Processing Agent	\$0																	\$0	\$0	\$0			\$0
Project Administration	\$0																	\$0	\$0	\$0			\$0
Broker Fees Paid to a Related Party	\$0																	\$0	\$0	\$0			\$0
Construction Oversight by Developer	\$0																	\$0	\$0	\$0			\$0
Other Developer Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Total Developer Costs	\$5,500,000		\$0	\$0	\$0	\$2,050,000	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100,000	\$5,500,000	\$5,500,000	\$0	\$0	\$0
TOTAL PROJECT COST	\$117,427,344		\$20,000,000	\$17,586,000	\$26,761,121	\$2,050,000	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,947,622	\$113,694,743	\$113,694,743	\$3,732,601	\$3,732,601	\$0
HOUSING RELATED-INFRASTRUCTURE (HRI)																							
Site acquisition of HRI including easements and right of ways																							\$0
Other Site Acquisition (Specify):																							\$0
TOTAL SITE ACQUISITION (NOT PARKING)		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Clearing and Grubbing																							\$0
Demolition																							\$0
Excavation																							\$0
Grading (not grading for housing & mixed use structural improvements)																							\$0
Soil Stabilization (Lime, etc.)																							\$0
Erosion/Weed Control																							\$0
Dewatering																							\$0
Other Site Preparation (Specify):																							\$0
Other Site Preparation (Specify):																							\$0

Balboa Park Upper Yard AHD and HRI Permanent Sources and Uses PIN 45585

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

Balboa Park Upper Yard AHD and HRI Permanent Sources and Uses PIN 45585

AFFORDABLE HOUSING DEVELOPMENT (AHD)		AHD Residential and HRI Permanent Sources of Funds															Commercial Sources				Residential Cost Difference Dev Budget vs. Sources	
USES OF FUNDS	Total Cost from AHD Dev Budget	AHSC HRI Grant	AHSC AHD Loan	Permanent Loan	SFMOHCD Soft Loan	GP Equity	Deferred Developer Fee	0	0	0	0	0	0	0	0	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs	Source Name: SFMOHCD Soft Loan		Source Name:
Soft cost in red (total AHSC AHD below)																						
\$0																						
Waste Water																						
Water Facility																						
Other Impact Fees (Specify):																						
Other Impact Fees (non-AHSC eligible)																						
TOTAL IMPACT FEES		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Engineering																						
Design																						
Contractor Fee																						
Other Soft Costs (Specify):																						
TOTAL SOFT COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Employment Reporting																						
Other Costs (Specify):																						
Other Costs (Specify):																						
TOTAL OTHER ASSET COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
HRI TOTAL PROJECT COSTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
AHD TOTAL PROJECT COSTS		\$0	\$20,000,000	\$17,586,000	\$26,761,121	\$2,050,000	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,947,622	\$113,694,743	\$113,694,743	\$3,732,601	\$3,732,601	\$0
TOTAL AHD & HRI PROJECT COSTS		\$0	\$20,000,000	\$17,586,000	\$26,761,121	\$2,050,000	\$1,350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$45,947,622	\$113,694,743	\$113,694,743	\$3,732,601	\$3,732,601	\$0
Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.																						

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

Complete all yellow shaded cells; see cell comments for tips

Project Name: Balboa Park Upper Yard		County: San Francisco	Project's Proposed Tax Credits: 4%		
			HCD Phase:	Origination	
Unit Size	TCAC Threshold Basis Limits (TBL)		Number of Units		
SRO/Studio	\$412,418		7		
1 Bedroom	\$475,514		47		
2 Bedrooms	\$573,600		62		
3 Bedrooms	\$734,208		15		
4+ Bedrooms	\$817,954		0		
Number of Manager Units in Project:	1	TOTAL UNITS:	131		
TOTAL UNADJUSTED THRESHOLD BASIS LIMIT (TBL):				\$71,812,404	
TBL ADJUSTMENTS §10327(c)(5)(A-F): (a) - (e) below cannot exceed 39% of Unadjusted TBL				Yes/No	
(a) Project paid in whole or part out of public funds subject to a legal requirement for the payment of state or federal prevailing wages or financed in part by a labor-affiliated organization requiring the employment of construction workers who are paid at least state or federal prevailing wages. (20%)			Yes	\$14,362,481	
Project certifies that (1) they are subject to a Project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeable occupation in the building and construction trades. (5%)			Yes	\$3,590,620	
(b) New construction Project required to provide parking beneath residential units (not "tuck under" parking) or through construction of an on-site parking structure of two or more levels. (7%)			No	\$0	
(c) Project where a day care center is part of the development. (2%)			Yes	\$1,436,248	
(d) Project where 100 percent of the units are for Special Needs populations. (2%)			No	\$0	
(e) Project where at least 95% of the Project's upper floor units are serviced by an elevator. (10%)			Yes	\$7,181,240	
(f) Project applying under §10325 or §10326 of these regulations that include one or more of the features below. (up to 10%)			No	\$0	
Proposed energy efficiency/resource conservation/indoor air quality items	(1) Project shall have onsite renewable generation estimated to produce 50% or more of annual tenant electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 50% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (2) only if the renewable generation used to calculate each basis increase does not overlap. (5%)				
	(2) Project shall have onsite renewable generation estimated to produce 75% or more of annual common area electricity use. If the combined available roof area of the Project structures, including carports, is insufficient for provision of 75% of annual electricity use, then the Project shall have onsite renewable generation based on at least 90% of the available solar accessible roof area. Available solar accessible area is defined as roof area less north facing roof area for sloped roofs, equipment, solar thermal hot water and required local or state fire department set-backs and access routes. A Project not availing itself of the 90% roof area exception may also receive an increase under paragraph (1) only if the renewable generation used to calculate each basis increase does not overlap. (2%)				
	(3) Newly constructed Project buildings shall be 15% or more energy efficient than the 2016 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24), except that if the local building department has determined that building permit applications submitted on or before December 31, 2016 are complete, then newly constructed Project buildings shall be fifteen percent (15%) or more energy efficient than the 2013 Energy Efficiency Standards (California Code of Regulations, Part 6 of Title 24). (4%)				
	(4) Rehab Project buildings shall have 80% decrease in estimated TDV energy use (or improvement in energy efficiency) post rehab as demonstrated using the appropriate performance module of CEC approved software. (4%)				
	(5) Irrigate only with reclaimed water, greywater, or rainwater (excepting water used for Community Gardens) or irrigate with reclaimed water, grey water, or rainwater in an amount that annually equals or exceeds 20,000 gallons or 300 gallons per unit, whichever is less. (1%)				
	(6) Community Gardens of at least 60 square feet per unit. Permanent site improvements that provide a viable growing space within the Project including solar access, fencing, watering systems, secure storage space for tools, and pedestrian access. (1%)				
	(7) Install bamboo, cork, salvaged or FSC-Certified wood, natural linoleum, natural rubber, or ceramic tile in all kitchens, living rooms, and bathrooms (where no VOC adhesives or backing is also used). (1%)				
	(8) Install bamboo, stained concrete, cork, salvaged or FSC-Certified wood, ceramic tile, or natural linoleum in all common areas. (2%)				
	(9) Meet all requirements of the U.S. Environmental Protection Agency Indoor Air Plus Program. (2%)				
(g) Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer. (lesser of costs or 15% basis adjustment) If Yes, select type of work: <input type="text"/> Enter Certified Costs of Work: \$0			No	\$0	
(h) Local development impact fees required to be paid to local government entities. Certification from local entities assessing fees also required. WAIVED IMPACT FEES ARE INELIGIBLE.			No	\$0	
(i) Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than \$400,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource. (10%) County eligibility: No Opportunity Area Map <input type="text"/> Tract ID #: <input type="text"/> Opportunity Map Resource level: <input type="text"/>			No	\$0	
TOTAL HCD ADJ. THRESHOLD BASIS LIMIT:				\$98,382,993	
Adj. Threshold Basis Limit multiplied by 160%:				\$157,412,789	
HCD HIGH COST TEST RESULT:			112%		
(j) Total Eligible Basis (AHD Dev Budget F119)			\$109,711,224	Costs Reasonable	

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

Project Phase:	Origination	Proposed Project Type:	4% Credits New Construction		
Project Name:	Balboa Park Upper Yard				

Project's Developer Fee Summary (SEE INSTRUCTIONS ABOVE)		HCD Limit	Project Amt.
Max Total Developer Fee - 2d		\$15,631,684	\$5,500,000
Max Developer Fee payable from development funding sources - lesser of 1h & 2d		\$2,103,530	\$2,100,000
Deferred Developer Fee payable on a priority basis from available Cash Flow		\$1,396,470	\$1,350,000
Deferred Developer Fee payable exclusively from Sponsor Distributions - 2h		\$12,131,684	\$0
Total Budgeted or Actual Developer Fee	\$5,500,000		
Developer Fee Contributed as Capital	\$2,050,000	Deferred Developer Fee	\$1,350,000

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

a. Project's type of construction:	New Construction	Number of Affordable Tax Credit Units	130		\$2,200,000
b. Project's Eligible Basis (exclude Developer Fee)			\$104,211,224	x 15% =	\$15,631,684
c. Basis for Non-Residential Costs (Commercial - exclude Developer Fee)			\$3,732,601	x 15% =	\$559,890
d. Base limit: amount that could be included in project costs under 9% rules - lesser of 1a or (1b + 1c.):					\$2,200,000
High Cost Test Adjustment - New Construction only §10327(c)(2)(A)		Total Unadjusted Threshold Basis Limit			\$71,812,404
e. Total Adjusted Threshold Basis Limit - §10327(c)(5)					\$98,382,993
f1. Total Eligible Basis - §10327(c)(2)(A)	\$109,711,224	4% Eligible Basis reduced to reflect exclusion of DF in excess of TCAC cash out threshold §10317(i)(6)		<i>f1 - f2 + f3</i>	\$107,011,224
f2. Developer Fee in Eligible Basis	\$5,500,000	f3. Amount of DF in EB inc. in high cost test using 4% rules based on \$2.5M + \$10,000 per affordable unit above 100		\$2,800,000	
g1. High Cost Test Factor	108.770%	91.230%		<i>g2. (91.230% + 100%) / 2</i>	95.615%
i. Maximum Developer Fee payable from development funding sources - UMR §8312(c)(1)					\$2,103,530

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

Max Developer Fee allowed in Eligible Basis under TCAC 4% rules					
a. New Construction & Rehab - Unadjusted Eligible Basis (exclude Developer Fee) - §10327(c)(2)(B)(i)			\$104,211,224	x 15% =	\$15,631,684
d. Maximum Developer Fee in Eligible Basis under 4% rules §8312(c)					\$15,631,684
Max Developer Fee per §8312(c)					
e. Total Developer Fee Limit including deferred fee - Eligible Basis under 4% rules total UMR §8312(c) (2d)					\$15,631,684
h. Total Budgeted or Actual Developer Fee					\$5,500,000
i. Budgeted Developer Fee paid from Development Sources		Sum of Deferred and Contributed Developer Fee	\$3,400,000		\$2,100,000
j. Deferred Developer Fee payable on a priority basis from available Cash Flow - UMR §8312(c)(2)					\$1,396,470

Balboa Park Upper Yard Sustainable Transportation Infrastructure (STI) PIN 45585

STI Project Summary

Project Name	Brief Description	Address	City	Zip	County	Lat.	Log	Census Tracts	APNs			
STI #1 Purchase of 3 BART Rail Cars	BART's Train Control Modernization Project will allow trains to operate at more closely spaced intervals at faster speeds, increasing BART's capacity to carry passengers. This application includes the purchase of three new BART cars to increase the number of trains operating through the Transbay Tube during peak, increase train lengths, and maximize throughout capacity throughout the system.	Alameda, Contra Costa, San Francisco, and San Mateo Counties										
STI #2 Road closure and conversion to ped, bike	Reconfiguration of the Balboa Park BART pedestrian pathways and passenger drop off road to a cul-de-sac with entry and exit on San Jose Avenue, in order to provide a more efficient and safe pedestrian access to the BART station. Grading, repaving, and sidewalks on Geneva, San Jose, and along the passenger drop off will be improved.	401 Geneva Avenue	San Francisco	94112	San Francisco	37°43'18"N	122°26'51"W	6075026100	0849-13, 0873-036			
STI #3 Mission Street Excelsior Safety Project and 19th Avenue Rapid Project (SFMTA)	STI 3 Part 1 - Improvements on Mission Street to provide safer and walking and biking environments. Includes new traffic signals, bulb-outs, sidewalk widening, daylighting, bus stop relocation, bus bulbs, crosswalk, median island, bikeway gap closure, bike boulevard. STI 3 Part 2 - The SFMTA is proposing transit priority and pedestrian safety improvements along the 19th Ave Rapid that will make it safer to	432 Geneva Ave	San Francisco	94112	San Francisco	37.720965	-122.446816	2010026100	6972-036			
Bike Facility (BF) 1 Linear Miles: 0.40		BF1 Type: Class II	Bike Facility 2 Linear Miles: 0.00		BF2 Type:	Bike Facility 3 Linear Miles:		BF3 Type:				
Safe and Accessible Walkways - length (in feet) of new or replaced sidewalk: 4,007		# of Transit Routes Improved: 8		Added or Improved Transit Service: Yes								
Enter # and Amount for each	Crosswalks	24	AHSC Funds	\$0	Overcrossings	0	AHSC Funds	\$0	Undercrossings	0	AHSC Funds	\$0
	Rail Cars	3	AHSC Funds	\$3,334,194	Street Cars	0	AHSC Funds	\$0	Buses	0	AHSC Funds	\$0
	Shuttles	0	AHSC Funds	\$0	Vans	0	AHSC Funds	\$0	Total New Vehicles	3	Total AHSC New Vehicle Funding	\$3,334,194
STI Eligible Costs §103(a)(3)(A) and Ineligible Costs §103(c)												
(i) Applicant certifies capital improvements in the STI budget result in the improvement or addition of infrastructure that encourages mode-shift by enhancing: 1) public transit access; 2) pedestrian network; or 3) bicycle network (includes public bike-share infrastructure and fleet) within the defined Project Area meeting the §102(c) or (d) transit requirements.										Yes		
(ii) Total amount of eligible STI soft costs cannot exceed 30% of the total AHSC Program award.								Budgeted	Cost Cap	Overage		
								\$389,264	\$8,985,660	\$0		
(iv) Total amount of Activity Delivery Costs associated with the implementation of the Capital Project cannot exceed 10% of the costs associated with the Capital Project.								\$0	\$5,431,578	\$0		
(vi) Capital Project costs in budget that are required as a condition of local approval for the STI? <input type="checkbox"/> N/A <input type="checkbox"/> If Yes, upload documentation below												
FAAST File:	STI Cap Project Costs	Documentation showing Capital Project costs are required as a condition of local approval for the STI						File Uploaded?	N/A			
(B) Total combined requested grant amount for your STI Capital Projects and TRA Capital Projects cannot exceed \$10M?										Ok		
§103(c) We certify the AHSC STI funded cost do not include any of the following ineligible costs:												
(1) Costs are not eligible if there is another feasible, available source of committed funding for the STI portion thereof to be funded by AHSC or if the cost is incurred prior to the AHSC award;										Yes		
(2) Routine maintenance or operations of transportation infrastructure (including transit fleet, not including AHSC funded transit service expansion);												
(3) In lieu fees for local inclusionary housing programs;												
(4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs; and												
(5) All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure).												
STI Grant Terms §104(c)												
(1) We certify the STI grant does not result in a profit that exceeds the commercially reasonable range for other improvements of similar size and level of risk.										Yes		
(2) We acknowledge that AHSC Program grant funds will be disbursed as reimbursed progress payments for eligible costs incurred after the execution of the Standard Agreement in the amount not to exceed the AHSC Program award of funds. Costs incurred prior to execution of the Standard Agreement are not eligible for reimbursement.										Yes		
(3) We acknowledge if the STI Project includes multiple phases or developments, all entitlements and construction funding commitments for the first phase must be received prior to disbursement.										Yes		
STI Threshold §106(a)												
(7) STI Enforceable Funding Commitments (EFC): <i>see Appendix A (t) - for an explanation of Enforceable Funding Commitments (EFC).</i>												
# EFC	Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term (# of mos.)	Required Debt Service	Balloon ?	
							Rate	Type				
1	Yes		AHSC STI Grant	State-HCD		\$8,000,000						
2	Yes		Traffic Congestion Mitigation Tax	Local		\$5,005,000						
3	Yes		Prop B Population Based General Fund	Local		\$2,833,497						
4	Yes		Transportation Sustainability Fee	Local		\$1,340,000						
5	Yes		Active Transportation Program	State-General		\$8,067,600						
6	Yes		General Obligation Bond	Local		\$18,100,000						
7	Yes		Transit Sustainability Fee	Local		\$595,000						
8	Yes		Regional Measure 3	Local		\$1,861,847						
9	Yes		MTC BART Car Exchange Fund	Other		\$6,668,388						
10	No		MOHCD / BART	Local		\$1,844,445						
\$44,471,332		<Total Committed Non-AHSC STI Funds		TOTAL (must equal STI Budget Amount		\$54,315,777						
Provide a description of unusual or extraordinary circumstances that have resulted in higher than expected project costs and provide a justification as to why these costs are reasonable.												
N/A												
FAAST File:	EFC STI1; EFC STI2; EFC STI3; etc.	Supporting documentation for the 8 non-AHSC STI funding commitments.						Files Uploaded?	Yes			
(8)(A) We acknowledge that completion and approval or adoption of all necessary environmental clearances for transportation components must be attained by initial disbursement of grant funds.										Yes		
NEPA:	Is Federal funding proposed that will trigger NEPA requirements?					No	If Yes, enter date of "Authority to Use Grant Funds"					
CEQA:	Project approved "by-right"?	Is Project Categorically Exempt?	Yes	Negative Declaration Date:		Final EIR Date:	8/6/19					
Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.												
STI 1: Environmentally cleared as part of Silicon Valley Rapid Transit project; see Site Control letter for additional details and attachments. ROD 6/24/10.												
STI 2 - Any applicable environmental clearances relating to the proposed STI capital improvements will be provided prior to initial disbursements of grant funds.												
STI 3 Part 1 - was environmentally cleared under CEQA using an EIR.												
FAAST File:	STI Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.						File Uploaded?	Yes			
FAAST File:	STI Auth to Use Grant Funds	For NEPA only, copy of the HUD 7015.16 "Authority To Use Grant Funds" or clarify the current status of the issuance of the HUD form.						File Uploaded?	N/A			

Balboa Park Upper Yard Sustainable Transportation Infrastructure (STI) PIN 45585

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

Agency / Issuer	Land Use Approval Date	Approval Type	Comments

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

Form of site control (See Site Control in Appendix A): Other (describe below) Most recent document execution date: 1/29/20

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

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

Describe any special circumstances, e.g. if there are multiple STI projects provide site control information for each.

STI 1 - New BART cars will run on existing BART tracks. / STI 3 - Both parts will be constructed within public right-of-way owned by the City (applicant).
 STI 2 - STI 2 will be constructed on a BART owned site - Applicants have entered into an MOU with BART. BART Improvements will be designed and coordinated by BART - an affiliate of The Related Companies of California, LLC through a contract with Cahill General Contractors (AHD General Contractor) will provide construction services for the BART improvements.

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

(12) Applicants must demonstrate prior experience by providing evidence of two prior STI projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant during the ten years preceding the application due date. May demonstrate the requisite experience by using past experience of work completed of a Locality or Transportation Agency non-applicant so long as the applicant can provide an executed agreement with that specific Locality or Transportation Agency for the completion of the STI components of the AHSC Project for which funding is sought.

	STI Past Project #1	STI Past Project #2
Project Name	775 Rail Car Procurement Program	Potrero Avenue Roadway Improvement Project
Development Entity	San Francisco Bay Area Rapid Transit District (BART)	SFMTA/San Francisco Public Works
Completion Date	Ongoing	12/31/17
Brief Description	On May 10, 2012, the Board of Directors authorized the award of a contract to Bombardier Transit Corporation for the procurement of 775 new cars. To date, 134 cars have been accepted into revenue service and approximately 12 cars are being produced each month.	Improvements included pedestrian refuge islands, pedestrian bulbouts, continuous planted median, bidirectional green painted bicycle lanes, sidewalk widening, ADA-compliant curb ramps, transit signal priority improvements, and a red-painted transit only lane. Project included coordination with Public Works and Public Utilities to replace older water and sewer pipes while the streetscape was under construction.
FAAST File:	Past Exp STI1, Past Exp STI2	Where the party making improvements funded by AHSC is not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements. Files Uploaded? Yes

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

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

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

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

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

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

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

(21)(A) If approval by a local public works department, or other responsible local agency is required for the Project, provide document below. I certify that the STI improvements are consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. Yes

FAAST File: **STI Local Approvals** Statement from entity indicating the STI Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity. Files Uploaded? Yes

(21)(B) If STI Project involves demolition of existing units affordable to lower income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability, and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residents. These no net loss requirements (§106(a)(20)(C)) apply where an STI Project is proposed on any property which includes a parcel or any portion of a parcel on which residential dwelling units affordable to lower income households currently exist or where there have been dwelling units restricted to lower-income households which have been vacated or demolished within the five year period preceding the application. Explain below how this requirement is satisfied in the replacement affordable housing development. If Project does not involve demolition or rehabilitation of existing affordable units, please indicate "N/A".

STIs do not result in the demolition of any existing affordable housing.

STI Milestones

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

Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.

Capital Project Milestone Schedule	Date
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development	8/1/20
Site Control of site(s) by proposed developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	6/30/20
Obtaining all necessary and discretionary public land use approvals.	6/30/21
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	6/30/21
Commencement of construction.	7/1/21
Construction completion and closeout.	9/30/24
Program funds fully disbursed.	9/30/24
Have all milestone dates been entered above?	Yes

Balboa Park Upper Yard Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 45585

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

Cost Category	ALL FUNDING SOURCES											Sources Total	Comments
	AHSC STI Grant	Traffic Congestion Mitigation Tax	Prop B Population Based	Transportation Sustainability	Active Transportation Program	General Obligation Bond	Transit Sustainability Fee	Regional Measure 3	MTC BART Car Exchange Fund	MOHCD / BART			
STI BUDGET #1 - Purchase of 3 BART Rail Cars													
Environmental review/studies												\$0	
Plan Specification and Estimates												\$0	
Right of way support costs												\$0	
Site or right of way acquisition for Cap. Improvement Project												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing												\$0	
Demolition												\$0	
Grading												\$0	
Soil Stabilization (Lime, etc.)												\$0	
Erosion/Weed Control												\$0	
Dewatering												\$0	
Other Site Preparation (Specify):												\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer												\$0	
Irrigation												\$0	
Storm Drain												\$0	
Detention Basin/Culverts												\$0	
Other Site Utilities (Specify):												\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base												\$0	
Asphalt Pavement												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Striping/Barricades (Bicycle Facilities)												\$0	
Signage												\$0	
Crossing and Traffic Signals												\$0	
Roundabouts, median islands or curb extensions												\$0	
Other traffic calming surface improvements												\$0	
Other Complete Street Improvements (Specify):												\$0	
Other Complete Street Improvements (Specify):												\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Signage												\$0	
Signaling Prioritization Technology												\$0	
Boarding infrastructure												\$0	
Seating/Benches												\$0	
Bus/Transit Shelters												\$0	
Vehicles	\$3,334,194									\$6,668,388		\$10,002,582	
Other ITS Technology												\$0	
Other Transit and Station Areas (Specify):												\$0	
Other Transit and Station Areas (Specify):												\$0	
Total Transit and Station Areas - Construction	\$3,334,194	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,668,388	\$0	\$0	\$10,002,582	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee												\$0	
Provide Name of Impact Fee												\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):												\$0	
Other Activity Costs (Specify):												\$0	

Balboa Park Upper Yard Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 45585

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

Cost Category	ALL FUNDING SOURCES											Comments
	AHSC STI Grant	Traffic Congestion Mitigation Tax	Prop B Population Based	Transportation Sustainability	Active Transportation Program	General Obligation Bond	Transit Sustainability Fee	Regional Measure 3	MTC BART Car Exchange Fund	MOHCD / BART	Sources Total	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)												\$0
Employee Reporting												\$0
Other Capital Asset Costs (Specify):												\$0
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Total STI #1 Budgeted Project Costs	\$3,334,194	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$6,668,388	\$0	\$10,002,582	
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>												
STI BUDGET #2 - Road closure and conversion to ped, bike												
Environmental review/studies												\$0
Plan Specification and Estimates												\$0
Right of way support costs												\$0
Site or right of way acquisition for Cap. Improvement Project												\$0
General design/engineering, construction management, and relat	\$389,264									\$645,319		\$1,034,583
Other Soft Costs (Specify):												\$0
Other Soft Costs (Specify):												\$0
Other Soft Costs (Specify):												\$0
Total Soft Costs	\$389,264	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$645,319		\$1,034,583
Clearing and Grubbing	\$60,000											\$60,000
Demolition	\$367,558									\$215,489		\$583,047
Grading	\$267,129									\$194,567		\$461,696
Soil Stabilization (Lime, etc.)	\$116,686									\$87,564		\$204,250
Erosion/Weed Control												\$0
Dewatering												\$0
Other Site Preparation (Specify):												\$0
Total Site Preparation	\$811,373	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$497,620		\$1,308,993
Sanitary Sewer												\$0
Irrigation												\$0
Storm Drain	\$226,697									\$50,000		\$276,697
Detention Basin/Culverts												\$0
Utility Fees	\$37,500											\$37,500
Total Site Utilities	\$264,197	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000		\$314,197
Aggregate Base												\$0
Asphalt Pavement	\$308,050									\$62,897		\$370,947
Sidewalk, Curb and Gutter	\$596,844									\$127,989		\$724,833
Street Lights	\$46,091									\$22,340		\$68,431
Striping/Barricades (Bicycle Facilities)												\$0
Signage												\$0
Crossing and Traffic Signals												\$0
Roundabouts, median islands or curb extensions	\$246,674									\$158,948		\$405,622
Other traffic calming surface improvements	\$28,782									\$17,899		\$46,681
Other Complete Street Improvements (Specify):												\$0
Other Complete Street Improvements (Specify):												\$0
Total Complete Streets Improvements - Construction	\$1,226,441	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$390,073		\$1,616,514
Striping/Barricades (for dedicated bus lanes)												\$0
Sidewalk, Curb and Gutter	\$598,676									\$208,102		\$806,778
Street Lights	\$46,091									\$15,677		\$61,768
Signage												\$0
Signaling Prioritization Technology												\$0
Boarding infrastructure												\$0
Seating/Benches												\$0
Bus/Transit Shelters												\$0
Vehicles												\$0
Other ITS Technology												\$0
BART Station Waterproofing	\$116,686									\$37,654		\$154,340
Other Transit and Station Areas (Specify):												\$0
Total Transit and Station Areas - Construction	\$761,453	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$261,433		\$1,022,886

Balboa Park Upper Yard Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 45585

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

Cost Category	ALL FUNDING SOURCES											Comments
	AHSC STI Grant	Traffic Congestion Mitigation Tax	Prop B Population Based	Transportation Sustainability	Active Transportation Program	General Obligation Bond	Transit Sustainability Fee	Regional Measure 3	MTC BART Car Exchange Fund	MOHCD / BART	Sources Total	
Landscaping and Green infrastructure along the South West side	\$47,272										\$47,272	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Total Urban Greening	\$47,272	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,272	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)											\$0	
Employee Reporting											\$0	
Other Capital Asset Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #2 Budgeted Project Costs	\$3,500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,844,445	\$5,344,445	
<i>Urban Greening Details: Costs associated with landscaping located at the south east side of BART STI improvements that provide stabilization and blocking along the new pedestrian connection. No unusual or extraordinary circumstances to note.</i>												
STI BUDGET #3 - Mission Street Excelsior Safety Project and 19th Avenue Rapid Project (SFMTA)												
Environmental review/studies											\$0	
Plan Specification and Estimates											\$0	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
General: Traffic Control, Soil Hauling, Mobilization, and Demobilization		\$3,005,000	\$347,140			\$2,231,906					\$5,584,046	
Construction Management		\$2,000,000	\$1,512,810			\$4,551,302					\$8,064,112	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$0	\$5,005,000	\$1,859,950	\$0	\$0	\$6,783,208	\$0	\$0	\$0	\$0	\$13,648,158	
Clearing and Grubbing											\$0	
Demolition											\$0	
Grading											\$0	
Soil Stabilization (Lime, etc.)											\$0	
Erosion/Weed Control											\$0	
Dewatering											\$0	
Other Site Preparation (Specify):											\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer											\$0	
Irrigation											\$0	
Storm Drain						\$1,813,893					\$1,813,893	
Detention Basin/Culverts											\$0	
Concurrent Sewer Work and AWSS						\$2,899,700					\$2,899,700	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$4,713,593	\$0	\$0	\$0	\$0	\$4,713,593	
Aggregate Base											\$0	
Asphalt Pavement											\$0	
Sidewalk, Curb and Gutter	\$582,903		\$57,097								\$640,000	
Street Lights											\$0	
Striping/Barricades (Bicycle Facilities)			\$27,800								\$27,800	
Signage			\$75,000								\$75,000	
Crossing and Traffic Signals			\$211,250	\$1,340,000	\$2,350,000						\$3,901,250	
Roundabouts, median islands or curb extensions					\$5,490,000						\$5,490,000	
Other traffic calming surface improvements			\$112,400		\$227,600						\$340,000	
Other Complete Street Improvements (Specify):											\$0	
Other Complete Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$582,903	\$0	\$483,547	\$1,340,000	\$8,067,600	\$0	\$0	\$0	\$0	\$0	\$10,474,050	
Striping/Barricades (for dedicated bus lanes)											\$0	
Sidewalk, Curb and Gutter											\$0	
Street Lights						\$2,443,925					\$2,443,925	
Signage											\$0	

Balboa Park Upper Yard Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 45585

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

Cost Category	ALL FUNDING SOURCES											Comments
	AHSC STI Grant	Traffic Congestion Mitigation Tax	Prop B Population Based	Transportation Sustainability	Active Transportation Program	General Obligation Bond	Transit Sustainability Fee	Regional Measure 3	MTC BART Car Exchange Fund	MOHCD / BART	Sources Total	
Signaling Prioritization Technology											\$0	
Boarding infrastructure	\$582,903		\$490,000			\$4,159,274	\$595,000	\$1,861,847			\$7,689,024	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Vehicles											\$0	
Other ITS Technology											\$0	
Other Transit and Station Areas (Specify):											\$0	
Other Transit and Station Areas (Specify):											\$0	
Total Transit and Station Areas - Construction	\$582,903	\$0	\$490,000	\$0	\$0	\$6,603,199	\$595,000	\$1,861,847	\$0	\$0	\$10,132,949	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)											\$0	
Employee Reporting											\$0	
Other Capital Asset Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #3 Budgeted Project Costs	\$1,165,806	\$5,005,000	\$2,833,497	\$1,340,000	\$8,067,600	\$18,100,000	\$595,000	\$1,861,847	\$0	\$0	\$38,968,750	
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>												
TOTAL SUSTAINABLE TRANSPORTATION INFRASTRUCTURE (STI) BUDGET												
Total Soft Costs	\$389,264	\$5,005,000	\$1,859,950	\$0	\$0	\$6,783,208	\$0	\$0	\$0	\$645,319	\$14,682,741	
Total Site Preparation	\$811,373	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$497,620	\$1,308,993	
Total Site Utilities	\$264,197	\$0	\$0	\$0	\$0	\$4,713,593	\$0	\$0	\$0	\$50,000	\$5,027,790	
Total Complete Streets Improvements - Construction	\$1,809,344	\$0	\$483,547	\$1,340,000	\$8,067,600	\$0	\$0	\$0	\$0	\$390,073	\$12,090,564	
Total Transit and Station Areas - Construction	\$4,678,550	\$0	\$490,000	\$0	\$0	\$6,603,199	\$595,000	\$1,861,847	\$6,668,388	\$261,433	\$21,158,417	
Total Urban Greening	\$47,272	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$47,272	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI Budgeted Project Costs	\$8,000,000	\$5,005,000	\$2,833,497	\$1,340,000	\$8,067,600	\$18,100,000	\$595,000	\$1,861,847	\$6,668,388	\$1,844,445	\$54,315,777	

Balboa Park Upper Yard Transportation Related Amenities (TRA) PIN 45585

TRA Project Summary

Project Name	Brief Description	Address	City	Zip	County	Lat.	Log	Census Tracts	APNs	
TRA #1	Installation of station amenities urban greening and transit passenger waiting area	Road closure on San Jose avenue (denoted in STI) will be enhanced with lighting, urban greening, seating and other amenities,	401 Geneva Avenue	San Francisco	94112	San Francisco	37°43'18"N	122°26'51"W	6075026100	0849-13, 097-0-038
TRA #2										
TRA #3										

Enter # & Amt. of new: Bus Shelters 0 AHSC Funds \$0 Bicycle Parking At Transit 0 AHSC Funds \$0 Bus Stop Benches 0 AHSC Funds \$0

Safe and Accessible Walkways - length (in feet) of sidewalk directly improved (ex. provided shade to, illuminated) 0 Pedestrian Paths (linear feet) 100.0 Type Sidewalk

of Transit Routes Improved 0 Station Area or Transit Access Improvements Yes Other (describe)

ID all intended outcomes of proposed active transportation component: Improved compliance with traffic laws Yes Other barriers that may have existed on route (describe below) No

Improved sight distance/visibility Yes Elimination of potential conflict points Yes Reduced vehicular speed/volume Yes

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

(B)(i) We certify the capital improvements in the TRA budget are publicly accessible and provide supportive amenities to cyclists, pedestrians, and transit riders (i.e. bike parking, bus shelter, benches, street trees, etc.) within the defined Project Area meeting the §102(c) or (d) transit requirements. Yes

	Budgeted	Cost Cap	Overage	
(B)(ii) Total amount of eligible TRA soft costs cannot exceed 10% of the total AHSC Program award.	\$2,237	\$2,995,220	\$0	Ok
(B)(iv) Total amount of Activity Delivery Costs associated with the implementation of the Capital Project cannot exceed 10% of the costs associated with the Capital Project.	\$0	\$250,000	\$0	Ok

(B)(v) Capital Project costs in budget that are required as a condition of local approval for the TRA? No If Yes, upload documentation below

FAAST File: **TRA Cap Project Costs** Documentation showing Capital Project costs are required as a condition of local approval for the TRA File Uploaded? N/A

(C) Total combined requested grant amount for your STI Capital Projects and TRA Capital Projects cannot exceed \$10M? Ok

§103(c) We certify the AHSC TRA funded cost do not include any of the following ineligible costs:

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

TRA Grant Terms §104(c)

(1) We certify that the grant does not result in a profit that exceeds the commercially reasonable range for other improvements of similar size and level of risk. Yes

(2) We acknowledge that AHSC Program grant funds will be disbursed as reimbursed progress payments for eligible costs incurred after the execution of the Standard Agreement in the amount not to exceed the AHSC Program award of funds. Yes

(3) We acknowledge if the TRA Project includes multiple phases or developments, all entitlements and construction funding commitments for the first phase must be received prior to disbursement. Yes

TRA Threshold §106(a)

(7) TRA Enforceable Funding Commitments (EFC): *see Appendix A (t) - for an explanation of Enforceable Funding Commitments (EFC).*

# EFC	Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term (# of mos.)	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC TRA Grant	State-HCD		\$1,500,000					
2	No	N/A	MOHCD / BART	Local		\$1,000,000					
3											
4											
5											
6											
7											
8											
9											
10											
		\$0	<Total Committed Non-AHSC TRA Funds	TOTAL (must equal TRA Budget Amt)		\$2,500,000					

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

FAAST File: **EFC TRA1; EFC TRA2; EFC TRA3;** Supporting documentation for the 0 non-AHSC TRA funding commitments. Files Uploaded? N/A

(8)(A) Applicant acknowledges completion and approval or adoption of all necessary environmental clearances for transportation components must be attained by initial disbursement of grant funds. Yes

NEPA: Is Federal funding proposed that will trigger NEPA requirements? No If Yes, enter date of "Authority to Use Grant Funds"

CEQA: Project approved "by-right"? Is Project Categorically Exempt? Negative Declaration Date: Final EIR Date:

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

Applicable environmental clearances relating to the proposed STI capital improvements will be provided prior to initial disbursements of grant funds.

FAAST File: **TRA Environmental** Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption. File Uploaded? N/A

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

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

Agency / Issuer	Land Use Approval Date	Approval Type	Comments

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

Form of site control (See Site Control in Appendix A): Fee Title Most recent document execution date: 1/29/20

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

Balboa Park Upper Yard Transportation Related Amenities (TRA) PIN 45585

(a) Funding amount based on the Present Value of lease payments?	N/A	(b) Lender requesting Res. Receipts (not permissible)	N/A	(c) Has loan amount been entered as a finance cost?	N/A
Describe any special circumstances, e.g. if there are multiple TRA projects provide site control information for each.					
TRA improvement will be constructed on BART owned site - Applicants have entered into an MOU with BART. BART Improvements will be designed and coordinated by BART - an affiliate of The Related Companies of California, LLC through a contract with Cahill General Contractors (AHD General Contractor) will provide construction services for the BART improvements.					
FAAST File:	TRA Site Control	Appropriate documentation to demonstrate the form of site control indicated above		Files Uploaded?	Yes
(12)(A) Applicants must demonstrate prior experience by providing evidence of two prior TRA projects similar to the proposed AHSC Project in scope and size, which have been completed by the applicant during the ten years preceding the application due date. May demonstrate the requisite experience by using past experience of work completed of a Locality or Transportation Agency non-applicant so long as the applicant can provide an executed agreement with that specific Locality or Transportation Agency for the completion of the TRA components of the AHSC Project for which funding is sought.					
	TRA Past Project #1		TRA Past Project #2		
Project Name	MacArthur BART Station Transit Village Plaza Improvements		Bloomington Branch Library		
Development Entity	San Francisco Bay Area Rapid Transit District (BART)		The Related Companies of California, LLC & San Bernardino County		
Completion Date	12/1/19		5/1/16		
Brief Description	MacArthur BART Station Transit Village Plaza Improvements, including plaza and frontage road improvements, including a redesign of the exterior public space at the entrance of the MacArthur BART station for a more context-sensitive design that improves the safety and circulation of the station area for BART patrons and the general public. The project improvements include a secure 200-space bike station and new hardscape, seating areas,		In partnership with the San Bernardino County, The Related Companies of California, LLC developed a 5-acre site that included 190 affordable housing units and the Bloomington Branch Public Library. The 6,712 sq. ft. library included public reading areas, private study studios, computer lab with audio visual capability, childrens reading areas and media outles, private librarian offices, adequate parking, and public bus stop.		
FAAST File:	Past Exp TRA1, Past Exp TRA2	Where the party making improvements funded by AHSC in not a public entity, an executed agreement from a public agency certifying the satisfactory completion of similar infrastructure improvements.		Files Uploaded?	Yes
(13) We certify as of the application date, the applicants or the TRA real property is not party to or the subject of any claim or action in the state or federal courts.					Yes
(14) We certify that construction of the project has not commenced as of the application deadline set forth in the NOFA.					Yes
(19) The TRA Project will not result in the loss or conversion of agricultural or other working lands, or natural resource lands for other uses according the Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) website?					Yes
If "Yes", provide documentation the TRA Project site is not within land designated as agricultural land per the FMMP tool.					
FAAST File:	TRA No Ag	Demonstrate TRA site is not within land designated as agricultural land per FMMP tool		File Uploaded?	Yes
If "No", demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A):					
FAAST File:	TRA Ag Infill	Applicants seeking an exemption to the FMMP determination must demonstrate that the TRA site qualifies as an Infill Site (as defined in Appendix A)		File Uploaded?	N/A
(21)(A) If approval by a local public works department, or other responsible local agency is required for the Project, provide document below. I certify that the TRA improvements are consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.					Yes
FAAST File:	TRA Local Approvals	Statement from entity indicating the TRA Capital Project is consistent with all applicable local rules, regulations, codes, policies and plans enforced or implemented by that entity.		Files Uploaded?	Yes
(21)(B) If the TRA Project involves demolition of existing units affordable to lower income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability, and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residents. These no net loss requirements (§106(a)(20)(C)) apply where a TRA Project is proposed on any property which includes a parcel or any portion of a parcel on which residential dwelling units affordable to lower income households currently exist or where there have been dwelling units restricted to lower-income households which have been vacated or demolished within the five year period preceding the application.					
TRA Milestones					
Please provide the actual or anticipated completion date for the following performance milestones for each applicable Capital Project. If a milestone is not applicable to a Capital Project, please enter "N/A"					
Note: It is acknowledged that some of the following milestones may have already been achieved. For those milestones which have previously been met, please enter the month and year completed. For those milestones not yet completed, please provide a projected completion date (MM/YY) for each of the applicable items below. If not applicable to the specific Capital Project, please indicate "NA" below.					
Capital Project Milestone Schedule					Date
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.					12/31/19
Site Control of site(s) by proposed developer.					N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.					6/30/20
Obtaining all necessary and discretionary public land use approvals.					6/30/202
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.					6/30/21
Commencement of construction.					7/1/21
Construction completion and closeout.					9/30/24
Program funds fully disbursed.					9/30/24
Have all milestone dates been entered above?					Yes

Balboa Park Upper Yard Transportation Related Amenities (TRA) Sources and Uses Budget PIN 45585

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

Cost Category	ALL FUNDING SOURCES											Comments	
	AHSC TRA Grant	MOHCD / BART	0	0	0	0	0	0	0	0	Sources Total		
TRA BUDGET #1 - Installation of station amenities urban greening and transit passenger waiting area													
Environmental review/studies												\$0	
Plan Specification and Estimates												\$0	
Right of way support costs												\$0	
Site or right of way acquisition for Cap. Improvement Project												\$0	
General design/engineering, construction management, and relat	\$2,237	\$361,713										\$363,950	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Total Soft Costs	\$2,237	\$361,713	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$363,950	
Clearing and Grubbing												\$0	
Demolition	\$140,019	\$111,163										\$251,182	
Grading	\$89,043	\$37,567										\$126,610	
Soil Stabilization (Lime, etc.)												\$0	
Erosion/Weed Control												\$0	
Dewatering												\$0	
Other Site Preparation (Specify):												\$0	
Total Site Preparation	\$229,062	\$148,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$377,792	
Sanitary Sewer												\$0	
Irrigation	\$86,401											\$86,401	
Storm Drain												\$0	
Detention Basin/Culverts												\$0	
Utility Fees		\$12,500										\$12,500	
Total Site Utilities	\$86,401	\$12,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,901	
Aggregate Base												\$0	
Asphalt Pavement												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Striping/Barricades (Bicycle Facilities)												\$0	
Signage												\$0	
Crossing and Traffic Signals												\$0	
Roundabouts, median islands or curb extensions												\$0	
Other traffic calming surface improvements												\$0	
Other Street Improvements (Specify):												\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)												\$0	
Sidewalk, Curb, and Gutter	\$558,847	\$309,899										\$868,746	
Street Lights		\$45,727										\$45,727	
Signage		\$37,453										\$37,453	
Signaling Prioritization Technology												\$0	
Boarding infrastructure												\$0	
Seating/Benches	\$469,855	\$58,978										\$528,833	
Bus/Transit Shelters		\$25,000										\$25,000	
Other ITS Technology												\$0	
Other Transit Station or Stop (Specify):												\$0	
Other Transit Station or Stop (Specify):												\$0	
Total Transit Station or Stop - Construction	\$1,028,702	\$477,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,505,759	
Street Trees												\$0	
Bioswales												\$0	
Landscaping	\$99,572											\$99,572	
Other Urban Greening: Trees, Storm water/Planters within Ped c	\$54,026											\$54,026	
Other Urban Greening (Specify):												\$0	
Total Urban Greening	\$153,598	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$153,598	
Street Furniture												\$0	
Bicycle Repair Kiosks												\$0	
Bicycle Storage or Parking												\$0	
Drinking Fountains												\$0	
Other Amenities (Specify):												\$0	
Other Amenities (Specify):												\$0	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Balboa Park Upper Yard Transportation Related Amenities (TRA) Sources and Uses Budget PIN 45585

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

Cost Category	ALL FUNDING SOURCES											Comments
	AHSC TRA Grant	MOHCD / BART	0	0	0	0	0	0	0	0	Sources Total	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Reporting											\$0	
Vehicles											\$0	
Other Capital Costs (Specify):											\$0	
Other Capital Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA #1 Budgeted Project Costs	\$1,500,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	
<i>Urban Greening Details: Costs associated with landscaping and stormwater features located at the north side of BART TRA improvements at the entrance and waiting area of the station. No unusual or extraordinary circumstances to note.</i>												
TRA BUDGET #2 -												
Environmental review/studies											\$0	
Plan Specification and Estimates											\$0	
Right of way support costs											\$0	
Site or right of way acquisition for Cap. Improvement Project											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing											\$0	
Demolition											\$0	
Grading											\$0	
Soil Stabilization (Lime, etc.)											\$0	
Erosion/Weed Control											\$0	
Dewatering											\$0	
Other Site Preparation (Specify):											\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer											\$0	
Irrigation											\$0	
Storm Drain											\$0	
Detention Basin/Culverts											\$0	
Other Site Utilities (Specify):											\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base											\$0	
Asphalt Pavement											\$0	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Striping/Barricades (Bicycle Facilities)											\$0	
Signage											\$0	
Crossing and Traffic Signals											\$0	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)											\$0	
Sidewalk, Curb, and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Other ITS Technology											\$0	
Other Transit Station or Stop (Specify):											\$0	

Balboa Park Upper Yard Transportation Related Amenities (TRA) Sources and Uses Budget PIN 45585

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

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

Balboa Park Upper Yard Transportation Related Amenities (TRA) Sources and Uses Budget PIN 45585

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

Cost Category	ALL FUNDING SOURCES											Comments
	AHSC TRA Grant	MOHCD / BART	0	0	0	0	0	0	0	0	Sources Total	
Crossing and Traffic Signals											\$0	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Striping/Barricades (for dedicated bus lanes)											\$0	
Sidewalk, Curb, and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Other ITS Technology											\$0	
Other Transit Station or Stop (Specify):											\$0	
Other Transit Station or Stop (Specify):											\$0	
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Trees											\$0	
Bioswales											\$0	
Landscaping											\$0	
Other Urban Greening (Specify):											\$0	
Other Urban Greening (Specify):											\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Furniture											\$0	
Bicycle Repair Kiosks											\$0	
Bicycle Storage or Parking											\$0	
Drinking Fountains											\$0	
Other Amenities (Specify):											\$0	
Other Amenities (Specify):											\$0	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee											\$0	
Provide Name of Impact Fee											\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):											\$0	
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Employee Reporting											\$0	
Vehicles											\$0	
Other Capital Costs (Specify):											\$0	
Other Capital Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA #3 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
<i>Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected project costs; provide a justification as to why these costs are reasonable.</i>												
TOTAL TRANSPORTATION RELATED AMENITIES (TRA) BUDGET												
Total Soft Costs	\$2,237	\$361,713	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$363,950	
Total Site Preparation	\$229,062	\$148,730	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$377,792	
Total Site Utilities	\$86,401	\$12,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,901	
Total Complete Streets Improvements - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Transit Station or Stop - Construction	\$1,028,702	\$477,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,505,759	
Total Urban Greening	\$153,598	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$153,598	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA Budgeted Project Costs	\$1,500,000	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000	

Balboa Park Upper Yard Programs (PGM) PIN 45585

PGM Project Summary §103(b)(1)

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

Answer all 3 areas for each program, see cell comments		Program Description	Address	City	Zip	County	Lat.	Log.
PGM #1	Active	For 25 years PODER has been organizing in Latino immigrant communities based in San Francisco's Mission and Excelsior District. At Balboa Park Upper Yard, PODER will provide bicycles available on short-term loan and bike safety and bike education clinics and workshops.	2340 San Jose Avenue	San Francisco	94112	San Francisco	37.7196219	-122.4431582
	Program: Bicis del Pueblo							
	Operator: PODER							
	Both							
PGM #2	Transit Ridership	Monthly Muni transit passes (unlimited rides) will be provided to each unit. SFMTA provides discounted passes at a rate of \$40 per monthly pass to non-profits if purchased in bulk (usually \$81).	2340 San Jose Avenue	San Francisco	94112	San Francisco	37.7196219	-122.4431582
	Program: Transit Passes							
	Operator: Caritas							
	Program Creation							
PGM #3								

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

(1) Program Costs in Project include: Both Program creation and Expansion of existing programs to serve new populations or offer new program service and implementation
Please briefly describe how the Program Operator will sustain the Program beyond the term of the AHSC standard agreement and funds.

PODER has successfully run similar programs for the past 4 years already, and expects to be able to sustain this Program beyond the terms of the AHSC requirements through its increasing member participant base and greater program operating revenue resulting from continued outreach efforts. PODER also expects to continue to receive other funding from its ongoing fundraising and grant application activities from both public and private sources as well as from in-kind donations.

	Budgeted	Cost Cap	Overage	
(2) Total grant amount for Program Costs within a Project Area cannot exceed 30% of the funding request for the overall Project up to \$500,000.	\$452,200	\$500,000	\$0	Ok

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

PGM Threshold §106(a)

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

EFC #	Committed by Full App Deadline?	Commitment Date	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate		Term (# of mos.)	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC PGM Grant	State-HCD		\$452,200		Transit Passes will not contribute to \$500k AHSC PGM cap.			
2											
3											
4											
5											
6											
7											
8											
9											
10											
\$0		<Total Committed Non-AHSC PGM Funds		TOTAL (must equal PGM Budget)		\$452,200					

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

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

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

	PGM Past Project #1	PGM Past Project #2
Project Name	Bicis Del Pueblo- Community Bike Clinics	Bicis Del Pueblo - Community Bike Share Program
Operating Entity	People Organizing to Demand Environmental and Economic Justice (PODER)	People Organizing to Demand Environmental and Economic Justice (PODER)
Brief Description	Programs dedicated to low-income participants to raise awareness of transit and environmental justice, receive and contribute to coaching on bicycle repairs, get access to bikes and tools, and strengthen their riding skills.	The program seeks to provide shorter-term loaner bikes for residents, the neighborhood and tourists, promote bicycling as a transportation alternative, create bike ambassador jobs for youth, provide bike education, and offer environmental, cultural, and social justice themed bike tours of the Excelsior District.
Describe the prior experience of the Program Operator with operating similar successful programs.	PODER has successfully operated this and similar programs throughout several of San Francisco's neighborhoods over the past 4 years. Attendance at its bi-monthly workshops at local schools range from 12-24 attendees, and over 100 community members participate each year in these programs. In the Excelsior neighborhood PODER instituted "We Roll Together" a Saturday workshop focused on learning and sharing knowledge on bike riding and repairs as well as strengthening health and lowering the carbon footprint. Participants	PODER has successfully operated its community bike share program out of its central office for the past 4 years. Under its current program, local residents have access to approximately a dozen loaner bikes, and can receive free bike repairs and training on how to repair bikes. Group rides and events are organized throughout the year with lunch or dinner afterwards.

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

Program Need and Readiness

Please briefly describe the proposed Program(s) Activity
 The proposed program activities include a bike share program and regularly held bike education and safety workshops. The resident and community supported bike share program will provide 20-30 loaner bikes accessible to low-income participants for commuter and recreational uses. Bikes will be maintained and managed by a crew of local expertly trained youth workers. Visitors and locals alike will take part in bike-led social justice themed tours of the surrounding neighborhood. Residents, neighborhood families and youth will develop new bike skills and knowledge by participating in various learning sessions/bike clinics to learn basic bike repair, get access to tools, work in a team environment, receive coaching on bicycle repairs, Who are the targeted users for the Program(s)?

Balboa Park Upper Yard Programs (PGM) PIN 45585

The targeted users for the Programs are families and youth residing at Balboa Park Upper Yard and families, youth and community members in the surrounding District 11/Excelsior neighborhood.

Balboa Park Upper Yard Programs (PGM) PIN 45585

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

The PODER Bicis del Pueblo Programs are designed to address the inequity and barriers that prevent low-income and immigrant communities of color from access to affordable, reliable and environmentally conscious transportation, as well as the education and resources to maintain that transportation. The Programs will successfully address the issue of access by providing a fleet of well-maintained bicycles readily available for short-term loan (bike sharing). The Program will address educational needs by implementing a youth bike ambassador program that will teach bike maintenance and leadership skills to a group of resident and neighborhood youth during afterschool and weekend activities. Bike education workshops and bike

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

The primary design challenge of the Program included the availability of adequate space for the full suite of program activities and to include bike storage, tool storage, work stations, and classes within the AHD's building ground floor area. The AHD's design team worked through a variety of layout options to ensure the most functional use of available space.

PGM Milestones

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

Program Milestone Schedule	Date
Program designed.	9/1/19
Program operator identified.	9/1/19
Obtaining all enforceable funding commitments.	11/1/21
Program operations start.	3/1/24
Identification and commitment of program operator and partners.	2/1/22
Completion of a business or a work plan.	6/1/22
Identification of ongoing support for operation costs beyond grant period.	8/1/23
Program funds fully disbursed	2/1/24
<i>Have all milestone dates been entered above?</i>	Yes

Balboa Park Upper Yard Programs (PGM) Sources and Uses Budget PIN 45585

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

Cost Category	ALL FUNDING SOURCES						Sources Total	Comments
	AHSC PGM Grant	0	0	0	0	0		
PGM BUDGET #1 - Active Transportation								
Direct Staff Cost 1: Start up Staff Costs	\$90,000						\$90,000	
Direct Staff Cost 2 (Specify)							\$0	
Direct Staff Cost 3 (Specify)							\$0	
Direct Staff Cost 4 (Specify)							\$0	
Direct Staff Cost 5 (Specify)							\$0	
Total Direct Staff Costs	\$90,000	\$0	\$0	\$0	\$0	\$0	\$90,000	
Other Indirect Staff Cost (Specify)							\$0	
Other Indirect Staff Cost (Specify)							\$0	
Other Indirect Staff Cost (Specify)							\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$90,000	\$0	\$0	\$0	\$0	\$0	\$90,000	
Travel							\$0	
Equipment							\$0	
Transit Passes (see cell comment)							\$0	
Supplies - Office Administrative Costs	\$15,500						\$15,500	
Bicycle Repair Equipment, Supplies and Tools	\$18,250						\$18,250	
Bicycles for Rent/Bike Share	\$25,750						\$25,750	
Rent	\$40,500						\$40,500	
Tenant Improvements	\$75,000						\$75,000	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Total Other Capital Costs	\$175,000	\$0	\$0	\$0	\$0	\$0	\$175,000	
Total PGM #1 Budgeted Project Costs	\$265,000	\$0	\$0	\$0	\$0	\$0	\$265,000	
PGM BUDGET #2 - Transit Ridership								
Direct Staff Cost 1 (Specify)							\$0	
Direct Staff Cost 2 (Specify)							\$0	
Direct Staff Cost 3 (Specify)							\$0	
Direct Staff Cost 4 (Specify)							\$0	
Direct Staff Cost 5 (Specify)							\$0	
Total Direct Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Indirect Staff Cost (Specify)							\$0	
Other Indirect Staff Cost (Specify)							\$0	
Other Indirect Staff Cost (Specify)							\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel							\$0	
Equipment							\$0	
Transit Passes (see cell comment)	\$187,200						\$187,200	
Supplies (Specify)							\$0	
Supplies (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Total Other Capital Costs	\$187,200	\$0	\$0	\$0	\$0	\$0	\$187,200	
Total PGM #2 Budgeted Project Costs	\$187,200	\$0	\$0	\$0	\$0	\$0	\$187,200	
PGM BUDGET #3 -								
Direct Staff Cost 1 (Specify)							\$0	
Direct Staff Cost 2 (Specify)							\$0	
Direct Staff Cost 3 (Specify)							\$0	
Direct Staff Cost 4 (Specify)							\$0	
Direct Staff Cost 5 (Specify)							\$0	
Total Direct Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Indirect Staff Cost (Specify)							\$0	
Other Indirect Staff Cost (Specify)							\$0	
Other Indirect Staff Cost (Specify)							\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel							\$0	
Equipment							\$0	
Transit Passes (see cell comment)							\$0	
Supplies (Specify)							\$0	
Supplies (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Other Capital Costs (Specify)							\$0	
Total Other Capital Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total PGM #3 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
TOTAL PROGRAM (PGM) BUDGET								
Total Direct Staff Costs	\$90,000	\$0	\$0	\$0	\$0	\$0	\$90,000	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Other Capital Costs	\$362,200	\$0	\$0	\$0	\$0	\$0	\$362,200	
Total PGM Budgeted Project Costs	\$452,200	\$0	\$0	\$0	\$0	\$0	\$452,200	

Balboa Park Upper Yard Quantitative Policy Scoring §107 PIN 45585										
55 Points Max (points in blue shaded cells)								Total Quantitative Self Score		46.0
Active Transportation Improvements §107(b) - 10 Points Max										
(1) Length of Context Sensitive Bikeways (PAM) - 2 points max										
Total length (in linear miles) of AHSC Funded Context Sensitive Bikeways (from STI Worksheet):								0.40		1
(2) Will Project link the AHD or Qualifying Transit Station or Stop to an existing bicycle network or a bicycle network identified in an official public planning document? The existing or planned bicycle network must be directly linked by a new AHSC funded Context Sensitive Bikeway that has an entry point within one quarter mile of either the AHD or Qualifying Transit Station or Stop. The existing or planned bicycle network does not have to be comprised of Context Sensitive Bikeways. - 1 point										
FAAST File:	Bicycle Network Connectivity	Identify the Project component that links the AHD or Qualifying Transit Station or Stop to a bicycle network on the Transit Service Map (from Overview worksheet). Upload the official public planning document including map showing connectivity.						File Uploaded?	Yes	1
(3) Barriers to safe access of bicycle routes - 2 points max (one point for each)										
Select how Project will address safe access of routes:		Eliminate potential conflict points			Improve sight distance and visibility			2		
FAAST File:	Safe Bicycle Routes	Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic conditions and traffic projections from a Public Agency; photos of existing conditions that demonstrate existing problems with the bikeway; or a letter from a Public Agency that explains the current problems with the bikeway, and how the proposed improvement will fix it.						File Uploaded?	Yes	
(4) Length of Safe and Accessible Walkways (PAM) - 2 points max										
Total length (in linear feet) of STI new or replaced sidewalks and TRA sidewalks improved (from STI & TRA Worksheets):								4,007		2
(5) Pedestrian Crossing point that directly links two pedestrian networks - 1 point										
Pedestrian crossing point within the Project Area that directly links two pedestrian networks that are unlinked for one quarter mile:								none		0
FAAST File:	Pedestrian Network Connectivity	PAM - identify a pedestrian crossing point that directly links two pedestrian networks that are unlinked for one quarter mile along a walkable route.						File Uploaded?	N/A	
(6) Barriers to safe access of pedestrian routes - 2 points max (one point for each)										
Select how Project will address safe access of routes:		Improve sight distance and visibility			Eliminate potential conflict points			2		
FAAST File:	Safe Pedestrian Routes	Provide one of the following: Traffic and safety studies that detail existing problems, existing traffic conditions and traffic projections from a Public Agency; photos of existing conditions that demonstrate existing problems with the walkway; or a letter from a Public Agency that explains the current problems with the walkway, and how the proposed improvement will fix it.						File Uploaded?	Yes	
Green Buildings and Renewable Energy §107(c) - 8 Points Max										
(1) Green Building Status - 3 points max										
Construction Type (select type that gives max pts):				Residential Construction						
Green building status beyond mandatory green building requirements as verified by a HERS rater:								Green Point Rated Gold for New Construction		
FAAST File:	Green Building Status	Provide signed letter from a HERS rater stating the green building status.						File Uploaded?	Yes	
(2) Energy Grid Use Reductions as verified by a HERS rater - 5 points max										
Energy grid use reduction level, measured as total onsite energy consumption and as verified by a certified design professional:								none		0
FAAST File:	Energy Grid Reductions	Provide signed letter from a HERS rater stating the energy grid reductions.						File Uploaded?	N/A	
Housing and Transportation Collaboration §107(d) - 9 Points Max										
(1) STI Funds Requested as percentage of Total AHSC Requested - 6 points max										
AHD & HRI Requested:	\$20,000,000	STI Requested:	\$8,000,000	Total AHSC Funds Requested:	\$29,952,200	STI Funds Requested as % of Total AHSC Requested:	27%		6	
(2) TRA Funds Requested (at or not at Transit Station or Stop) as percentage of Total AHSC Requested - 2 points max										
TRA Req:	\$1,500,000	TRA (Transit Station or Stop)	\$1,028,702	Total AHSC Funds Requested:	\$29,952,200	TRA (Transit Station/Stop) Funds Req as % of Total AHSC Req:	3%	TRA Funds Requested as % of Total AHSC Requested:	5%	1
(3a) Funding from other Greenhouse Gas Reduction Fund (GGRF) Program, which directly benefit or contribute to Project's development - 1 point max or see (3b) below										
GGRF Program Project has received funding from:								none	Funding Amount:	0
FAAST File:	GGRF Fund Evidence	Provide proof of funding: Notice of Final award (must include amount of program funding awarded and date of award), or documentation detailing how the funds received from said Program will contribute to the development of the AHSC Project.						File Uploaded?	N/A	
(3b) Within environmentally cleared High Speed Rail Station Planning Area - 1 point max										
Is Project within environmentally cleared High Speed Rail Station Planning Area?								No		0
FAAST File:	High Speed Rail Area	Document Project's location within environmentally cleared High Speed Rail Station Planning Area.						File Uploaded?	N/A	
Location Efficiency and Access to Destinations §107(e) - 6 Points Max										
(1) Location Efficiency - Walkability - 3 points max										
Enter Project address (or Project's center most point if no specific address exists) on US EPA Walkability Index to determine Walkability.										
Project address or corridor:	2340 San Jose Avenue, San Francisco, 94112					Walkability Index:	Most Walkable			
(2) Location Efficiency to Key Destinations (PAM) - .333 points each; 3 points max (for each item below, answer Yes or No as to if these Key Destinations are within the Project Area)										
Grocery store-meets CalFresh requirements:	Yes	Licensed child care facility:	Yes	Public library:	Yes	Bank or Post Office:	Yes	3.0		
Medical clinic-accepts Medi-Cal payments:	Yes	Pharmacy:	Yes	Office park:	No	Place of Worship:	Yes			
Public elementary, middle or high school:	Yes	Park-accessible to general public:	Yes	University or junior college:	Yes					
Funds Leveraged §107(f) - 4 Points Max										
Non-AHSC Enforceable Funding Commitments (EFC):	#####	AHSC Funds Requested:	\$29,952,200	Non-AHSC EFCs as a % of AHSC Requested:	474%					
Anti-Displacement Strategies §107(g) - 5 Points Max										
(1) Projects that either implement strategies or programs, or are located in jurisdictions with policies, strategies or programs that currently exist to prevent the displacement of local community residents from the area surrounding the Project - 1 point per strategy - 3 points max								# of Strategies Implemented	3	
<i>Strategies Voluntarily Implemented by Applicant (select "Yes" for each strategy implemented)</i>										
Replacement requirements or demonstration of no net loss of units on site according to affordability										
First right of return policies that include moving expenses										
Strategies in coordination with local governments or other pertinent organization to address indirect or direct displacement in neighborhoods near the proposed project (e.g., donation to community land trust, multi-lingual tenant legal counseling)										
Affirmative marketing strategies or plans targeting nearby neighborhoods, a Disadvantaged Community or a Low-Income Community										
<i>Strategies Implemented by Local Jurisdiction (select "Yes" for each strategy implemented)</i>										
Replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies on sites identified pursuant to Gov. Code §65583.2(g)(3)										
Rent stabilization programs beyond what is required by California Civil Code 1946.2										
Just cause eviction or other efforts improving tenant stability beyond what is required by California Civil Code 1946.2										
Ongoing funding programs of at least \$1,000,000 in cumulative allocations, affirmative marketing strategies and policies dedicated to the conservation and improvement of housing for lower and moderate income households (e.g., acquisition/rehabilitation, community land trusts, land banking, mobilehome park overlay zones, single room occupancy preservation ordinances, affordable housing or commercial linkage fees). Different strategies captured within this bullet point are each eligible for points.										
Density bonus ordinances that expand on state replacement requirements										

Balboa Park Upper Yard Quantitative Policy Scoring §107 PIN 45585

Funding programs of at least \$1M in cumulative allocations <i>(enter program name and type of program)</i>					
Affirmative marketing strategies and policies dedicated to the conservation and improvement of housing for lower and moderate income households - e.g., acquisition/rehabilitation, community land trusts, land banking, mobile home park overlay zones, single room occupancy preservation ordinances, affordable housing or commercial linkage fees. <i>(enter general description of strategy/policy)</i>					
FAAST File:	Anti-Displacement Resident	Document who is responsible for each strategy, policy, or program claimed and include either a brief explanation or a web link to the Applicant/Local Jurisdiction's implementation or requirement of the strategy, policy, or program.	File Uploaded?	Yes	
(2) Projects demonstrating policies, strategies or programs that either currently exist or will be implemented through this Project to prevent the displacement of locally-owned businesses from the area surrounding the Project. One point will be given for a policy, strategy, or program that either currently exists or is newly implemented through this Project. Two points will be given for two policies, strategies, or programs, either as one currently existing and one newly implemented through this Project, or both newly implemented through this Project. - 1 point per strategy - 2 points max			<i>Number of Existing Strategies:</i>	1	<i>Number of Newly Implemented Strategies:</i>
				2	2
	Implementation of an overlay zone to protect and assist small businesses	Existing Strategy	Establishment of a small business advocate office and single point of contact for every small business owner		
	Creation and maintenance of a small business alliance	Will be Implemented	Increased visibility of the jurisdiction's small business assistance programs		
Will be Implemented	Formal program to ensure that some fraction of a jurisdiction's purchases of goods and services come from local businesses		Prioritization of Minority and Women Business Enterprises (MWBE) for public contracting		
FAAST File:	Anti-Displacement Business	Document who is responsible for each strategy, policy, or program claimed and include either a brief explanation or a web link to the Applicant/Local Jurisdiction's implementation or requirement of the strategy, policy, or program.	File Uploaded?	Yes	
Prohousing Local Policies §107(h) - 2 Points Max					2
Applicant certifies that the Project is located in jurisdictions that meet the following Prohousing criteria (must complete the Strategy form below for each Strategy) - 1 point per strategy - 2 points max			<i># of Strategies</i>	2	
a.	Implemented programs over the last five years that finance infrastructure with accompanying increased housing capacity or local financial incentives for housing, including, but not limited to, a local housing trust fund or fee waivers.				
b.	Adopted a Nondiscretionary Local Approval Process for residential and mixed-use development in all zones permitting multifamily housing, established workforce housing opportunity zones, as defined in Gov. Code §65620, or housing sustainability districts, as defined in Gov. Code §66200.				Yes
c.	Zoning more sites for residential development or zoning sites at higher densities than is required to accommodate 150% of the minimum regional housing needs allocation for the low income allocation in the current housing element cycle.				
d.	Adopted accessory dwelling unit ordinances or other mechanisms that reduce barriers for property owners to create accessory dwelling units beyond the requirements outlined in Gov. Code §65852.2 as follows: - Parking reductions to 0.75 or less spaces per accessory dwelling unit in areas not already exempt from parking pursuant to Gov. Code §65852.2; - Impact fee waivers or reductions of 50% or more; - Ministerial approval in less than 60 days; - Reduction or modifications of development standards for side yard setbacks to five feet or less; - Reduction or modifications of development standards to two story heights; - Reduction or modifications of development standards to 60% lot coverage; - No minimum lot size requirement; - Provisions for affordability; or - Offering support programs such as a user-friendly website				Yes
e.	Only use objective design standards for multifamily residential development or adopt fee transparency measures, including publicly available fee calculators.				
Select Strategy Type (from above)	Strategy Description	Enter link to source document and description of where the document can be accessed.	Estimated Outcomes - Describe numerically in terms of increase in supply (number of units), timing (reduced number of days), development costs (reduced costs per unit), entitlement streamlining (reduced number of approvals), or funding (dollar value of incentives).		
(b) Non-discretionary Approval Processes	Initiative Ordinance- Planning Code- Affordable Homes for Educators and Families Now (Prop E)	https://sfgov.legistar.com/View.ashx?M=F&ID=7977063&GUID=A5C7DE0C-E4A6-4C07-90FE-53F6CE0DE6E0	• Up to 3,000 new units allowed in residential zoning districts and in public zoning districts, except on property used for parks • Reducing the total number of days from up to 365 to no more than 180 days for approval from the Planning Department, due to the Planning Department's authority to administratively approve 100% Affordable and Educator Housing projects, without review by the Planning Commission.		
(d) Accessory Dwelling Units (ADU)	Planning, Administrative Codes - Construction of Accessory Dwelling Units	https://sfplanning.org/accessory-dwelling-units#about https://sfdbi.org/adu	• Simplify the permit process to expedite the backlog of 900 applications. • Legitimize over 340 unwarranted units to allow for rent control protections.		

Balboa Park Upper Yard Quantitative Policy Scoring §107 PIN 45585

Local Workforce Development & Hiring Practices §107(i) - 2 Points										2
(1) Projects that implement at least one workforce development strategy - 2 points, <i>Projects in which every AHSC project component cannot legally implement local hire or workforce development strategies must include an explanation detailing these barriers in order to receive full points.</i>								# of Strategies	2	
Establishing a partnership with a community-based workforce development and job training entities that have a track record of success serving disadvantaged populations and/or have demonstrated a high job placement rate among trainees from disadvantaged communities										
Partnerships with pre-apprenticeship programs, state certified community conservation corps programs, "earn-while-you-learn" programs, YouthBuild programs, and/or registered apprenticeship programs that lead to industry recognized credentials, certifications and/or references for long term employment and that have a track record of success in serving low income residents										
Partnerships with local Workforce Investment Board programs serving disadvantaged populations or individuals with barriers to employment										
Projects that have developed project labor, community workforce, or high-road agreements with targeted local hire specifications OR that are located in jurisdictions with local hire ordinances that directly apply to the proposed project										Yes
FAAST File:	Workforce Development	Document which Applicant is responsible for the workforce development or hiring practice and include the name of the organization(s) they are partnering with, the demographic data on the population they serve, and a written agreement that details the partnership strategy or policy undertaken.						File Uploaded?	Yes	
Housing Affordability §107(j) - 5 Points Max										5
Total AHD Units Restricted to Extremely Low Income (ELI) Households:	27	Total AHD Units:	131	ELI Restricted AHD Units as a % of Total AHD Units:	21%					
Programs §107(k) - 2 Points Max										2
(1) AHSC Funded Eligible Program - 1 point										
Proposed Eligible Program:		Active Transportation Programs								1
(2) Applicant Provided Program Documentation - 1 point (if Yes attach FAAST documentation)										
Program Operator will sustain the program beyond the term of the AHSC Program grant (three years)?										Yes
FAAST File:	Program Continuation	Document showing how the Program Operator will sustain the program beyond the term of the AHSC Program grant (three years).						File Uploaded?	Yes	
Urban Greening §107(l) - 2 Points Max										2
Urban Greening costs:	AHD:	\$192,557	HRI:	\$0	STI:	\$47,272	TRA:	\$153,598	Total Urban Green Costs:	\$393,427

Balboa Park Upper Yard Narrative-Based Scoring §107(m)(n)(o)(p) - 15 Points Max PIN 45585

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

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

Collaboration & Planning - §107(m) - 4 Points

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

FAAST File:	Local Planning Efforts	Indicate the applicable section or elements of the local planning document Project will implement.	File Uploaded?	Yes
--------------------	-------------------------------	--	----------------	-----

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

FAAST File:	Site Plan & Project Map	Provide a site plan and project area map (or context plan) detailing housing and transportation collaboration.	File Uploaded?	Yes
--------------------	------------------------------------	--	----------------	-----

Community Benefits & Engagement - §107(n) - 6 Points

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

FAAST File:	Community Tracker	Provide a completed AHSC Round 5 Community Engagement Tracker	File Uploaded?	Yes
--------------------	--------------------------	---	----------------	-----

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

FAAST File:	Community Needs	Letter of support from local community-based, grassroots organization describing the community engagement process and how feedback from local residents was incorporated into the project.	File Uploaded?	Yes
--------------------	------------------------	--	----------------	-----

Community Climate Resiliency - §107(o) - 3 Points

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

FAAST File:	Climate Matrix	AHSC Round 5 Climate Adaptation Assessment Matrix	File Uploaded?	Yes
--------------------	-----------------------	---	----------------	-----

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

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

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

AHSC Round 5 Document Checklist

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

AHSC Round 5 Document Checklist

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

AHSC Round 5 Document Checklist

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

AHSC Round 5 Document Checklist

HRI No Ag	n/a	
HRI Ag Infill	n/a	
HRI Local Approvals	n/a	
Article XXXIV Attorney Opinion	Yes	Uploaded
Article XXXIV Authority	Yes	Uploaded
Tax Credit Reservation	No	
AHD-HRI Dev Sources TAB		
FAAST File:	Submitted	Comments
EFC AHD HRI1 (submit documentation for each as HRI1, HRI2, etc..)	Yes	EFC AHD3, 4, 5, 6, and 16 Uploaded
AHD Units & Max Funds TAB		
FAAST File:	Submitted	Comments
Utility Allowance (substantiate amount used per local housing authority)	Yes	Uploaded
STI TAB		
FAAST File:	Submitted	Comments
STI Cap Project Cost	n/a	
EFC STI1 (submit documentation for each as STI1, STI2, etc..)	Yes	EFI STI 2-8, 9 Uploaded.
STI Environmental	Yes	Uploaded
STI Auth to Use Grant Funds	n/a	
STI Site Control	Yes	Uploaded
Past Exp STI1 (submit documentation for each as STI1, STI2, etc..)	Yes	Uploaded
STI No Ag	Yes	Uploaded
STI Ag Infill	n/a	
STI Local Approvals	Yes	Uploaded
TRA TAB		
FAAST File:	Submitted	Comments
TRA Cap Project Cost	n/a	
EFC TRA1 (submit documentation for each as TRA1, TRA2, etc..)	n/a	
TRA Environmental	n/a	
TRA Auth to Use Grant Funds	n/a	
TRA Site Control	Yes	Uploaded
Past Exp TRA1 (submit documentation for each as TRA1, TRA2, etc..)	Yes	Uploaded
TRA No Ag	Yes	Uploaded
TRA Ag Infill	n/a	
TRA Local Approvals	Yes	Uploaded
PGM TAB		
FAAST File:	Submitted	Comments
EFC PGM1 (submit documentation for each as PGM1, PGM2, etc..)	n/a	

AHSC Round 5 Document Checklist

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

AHSC Round 5 Document Checklist

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

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



London N. Breed
Mayor

Eric D. Shaw
Director

TO: Angela Calvillo, Clerk of the Board of Supervisors

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

DATE: May 18, 2021

SUBJECT: Accept and Expend Resolution for California Department of Housing and Community Development Affordable Housing and Sustainable Communities Program - 2340 San Jose

GRANT TITLE: Affordable Housing and Sustainable Communities Program - 2340 San Jose

Attached please find electronic copies of each of the following:

- X Proposed resolution; original signed by Department, Mayor, Controller
- X Grant information form
- X Grant budget
- X Grant award letter from funding agency
- X Grant agreement and Loan Agreement (Draft)
- N/A Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

Name: Benjamin McCloskey
Phone: 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).

February 24th, 2021

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

cc: Deputy Director, Racial Equity Lead, Maria Benjamin
Honorable Mayor London Breed
Ahsha Safai, District 11 Supervisor

RE: District 11 Affordable Housing Developments

Dear Director Shaw,

Communities United for Health and Justice (CUHJ) is a coalition of organizations deeply rooted in District 11 together representing a base of Latinx, Filipinx, Chinese, and African American residents. After having invested close to a decade in advocating and championing the Balboa Park Upper Yard and Valente Marini Perata affordable housing projects, we are writing to express our concerns and deep disappointment regarding the proposed affordability levels in the latest proposals for these projects.

The reported configuration for the Balboa Park Upper Yard development is a departure from what Mission Housing Development Corporation (MHDC) previously reported to the community during the public community design meetings that were concluded in late 2018. Similarly, the affordability levels most recently proposed by BRIDGE Housing for the Valente Marini Perata project differ significantly from the project originally submitted to MOHCD in response to a Request for Proposals for pre-development and development financing that our community organizations enthusiastically supported. Both of these developments have since increased rents for the most expensive units two-fold by increasing the upper AMIs to 105%. We strongly oppose this increase and urge you to revisit the affordability levels for the following reasons:

- 1. The current AMIs perpetuate existing racial disparities.** Based on an analysis of data provided by MOHCD, only 15% of African Americans residing in District 11 earn \$94,000 a year, the incomes targeted at the highest AMIs for the two projects. Only 35% of Chinese residents in District 11 earn \$94,000 a year; only 26% of Latinx residents in District 11 earn \$94,000 a year; while close to half of white residents earn \$94,000 a year. This data suggests an alarming disparity by race in potential for qualification and tenancy at these two developments. Although District 11 has the lowest percentage of white residents in the city, nearly half of white residents in District 11 earn incomes that would qualify for tenancy in the over 50 units currently set between 80-105% MOHCD AMI levels.
- 2. The 60% and 80% TCAC AMIs are so high they are basically market rate.** According to a recent article in SFist, “Renters can find better deals in the open market right now”. *SFist. Feb 10, 2021*. Rents at the 80% TCAC AMI level would be \$3,026 a month which is comparable to listings currently on Craigslist in the Excelsior and District 11.
- 3. The AMI thresholds are out of sync with actual local neighborhood incomes and demographics.** The AMIs do not reflect the reality of incomes in District 11 neighborhoods because they are much lower than citywide averages that are inflated due to extreme wealth inequality in our city. The 2012-2016 American Community Survey¹ profile of District 11 demonstrates that this district has the highest percentage of family households and foreign born residents in all of San Francisco. Conversely, District 11 maintains both the lowest per capita incomes and lowest percentage of single households across the city, demonstrating an acute need for deeply affordable family sized housing. The increase in higher AMI units, in the fallout of the global pandemic and economic downturn, will certainly diminish access at the only two 100% affordable housing developments in our communities in over 20 years.
- 4. The proposed AMIs go against the community priorities that were uplifted during community planning efforts that MOHCD legitimated in its own Request for Qualifications.** The 2015 CUHJ report, People Powered Community Planning² was referenced by the Mayor's Office of Housing and Community Development for both your Request for Proposals (RFP) and Request for Qualifications (RFQ)³, and is intended to

¹https://default.sfplanning.org/publications_reports/SF_NGBD_SocioEconomic_Profiles/2012-2016_ACS_Profile_SupeDistricts_Final.pdf

² <https://www.podersf.org/wp-content/uploads/2015/09/CUHJ-Full-English-Report-English.pdf>

³<https://sfmohcd.org/sites/default/files/Documents/MOH/RFQs/Upper%20Yard%20RFQ%202016/Upper%20Yard%20RFQ%20-%20Final.pdf>

serve as a guiding post for the Upper Yard development. The Housing & Affordability section of the report outlines that: 1) developers should provide 100% affordable units, with a balanced mix of income targeting of 30% area median income, 40% area median income, and 50% area median income; 2) Ensure that income targeting for affordable housing is affordable to target populations and unit mix meets the needs of target populations identified in neighborhood needs assessment; and 3) Developer will provide a majority of multiple bedroom units, ensuring that at least 70% of units include two or three bedrooms, and at least 30% of units include at least 3 bedrooms.

5. **The proposed AMIs go against what was reported publicly to the community during the community planning meetings.** In 2018, MHDC convened four large-scale community design meetings attended by diverse, multilingual neighborhood residents and engaged participants in helping to define the AMIs for the project. At those meetings, residents overwhelmingly affirmed the need for the deepest affordability, and MHDC affirmed its commitment to meet this goal.

6. **District 11 already has the capability of providing a wide range of AMIs through existing development projects in the pipeline.** The 65 Ocean project, currently under construction, which is one of the city's only HOME-SF developments, provides below market rate units at AMIs up to 120%. In addition, the 915 Cayuga project, currently under construction, also provides BMR units up to 120% AMI. Given that current development is already providing AMIs at these higher levels, the City must protect the deepest affordability and lowest AMIs at the 100% affordable projects because they are the only place where deeper affordability is being achieved.

7. **The increased AMIs deviate from standard MOHCD practice.** As stated in publicly released memos, MOHCD's standard practice is to not exceed 80% SF AMI in 100% affordable projects. The reconfigured affordability levels at the Upper Yard and the Valente Marini Perata Projects will make District 11 the only district in the entire city where 100% affordable projects go as high as 105% AMI.

We call upon you to work with MHDC and BRIDGE to ensure that the AMIs reflect prior commitments and uphold our city's commitment to racial equity.

Indeed the fallout of this pandemic and economic downturn has exacerbated a housing crisis that hits low-income, immigrant, communities of color first and worse. In the face of rampant unemployment, loss of income, and food insecurity, now more than ever we need affordable housing to truly serve the needs in our communities. As the City navigates and recovers from the COVID-19 pandemic, ensuring affordable housing is accessible and equitable is a key


component to ensuring that the City's most vulnerable residents, workforce, and families can sustainably live in San Francisco.


Thank you for your commitment to rigorous community engagement. We look forward to hearing from you and working to make the Upper Yard and the Valente Marini Perata projects truly community serving assets in a moment that demands boldness in service.


Sincerely,

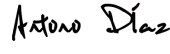
DocuSigned by:

97542B8E826E466...
Terrence Valen
Executive Director,
Filipino Community Center (FCC)

DocuSigned by:

1F09E19794134F6...
Neva Walker
Executive Director,
Coleman Advocates for Children and Youth

DocuSigned by:

C978C065BD114A4...
Cynthia Choi
Co-Executive Director,
Chinese for Affirmative Action (CAA)

DocuSigned by:

1F65EFD0AF6646B...
Vincent Pan
Co-Executive Director,
Chinese for Affirmative Action (CAA)

DocuSigned by:

21B50F2AF0624BB...
Antonio Diaz
Organizational Director,
People Organizing to Demand Environmental
and Economic Rights (¡PODER!)

Jessie Fernandez
Jessie Fernandez
Program Manager
Communities United for Health and Justice
(CUHJ)

Member, Board of Supervisors
District 5



City and County of San Francisco

DEAN PRESTON

DATE: June 3, 2021

TO: Angela Calvillo
Clerk of the Board of Supervisors

FROM: Supervisor Preston
Chairperson

RE: Government Audit and Oversight Committee
COMMITTEE REPORT

Pursuant to Board Rule 4.20, as Chair of the Government Audit and Oversight Committee I have deemed the following matters to be of an urgent nature and request each be considered by the full Board on Tuesday, June 8, 2021, as Committee Reports:

210502 [Multifamily Housing Revenue Notes - Balboa Park Housing Partners, L.P. - Balboa Park Upper Yard - Not to Exceed \$90,000,000]

210503 [Ground Lease and Loan Agreement - Balboa Park Housing Partners, L.P. - 100% Affordable Housing - 2340 San Jose Avenue - Ground Lease with Annual Base Rent of \$15,000 - Loan Not to Exceed \$24,459,458]

210569 [Accept and Expend Grant - California Department of Housing and Community Development - Infill Infrastructure Grant Program - 2340 San Jose Avenue - \$3,500,000]

210570 [Accept and Expend Grant - California Department of Housing and Community Development - Affordable Housing and Sustainable Communities Program - 2340 San Jose Avenue - \$25,319,112]

These matters will be heard in the Government Audit and Oversight Committee during a regular meeting on Thursday June 3, 2021, at 10:00 a.m.

A handwritten signature in blue ink, appearing to read "Dean Preston".



San Francisco Ethics Commission

25 Van Ness Avenue, Suite 220, San Francisco, CA 94102

Phone: 415.252.3100 . Fax: 415.252.3112

ethics.commission@sfgov.org . www.sfethics.org

Received On:

File #: 210570

Bid/RFP #:

Notification of Contract Approval

SFEC Form 126(f)4

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

A Public Document

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

1. FILING INFORMATION

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

2. CITY ELECTIVE OFFICE OR BOARD

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

3. FILER'S CONTACT

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

4. CONTRACTING DEPARTMENT CONTACT

NAME OF DEPARTMENTAL CONTACT	DEPARTMENT CONTACT TELEPHONE NUMBER
Sara Amara1	4159484766
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MYR Mayor's Office of Comm. Dev.	sara.amara1@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Balboa Park Housing Partners, LP	TELEPHONE NUMBER (949) 660-7272
STREET ADDRESS (including City, State and Zip Code) 18201 Von Karman Ave, Suite 900 Irvine, CA 92612	EMAIL

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 210570
DESCRIPTION OF AMOUNT OF CONTRACT \$25,319,115		
NATURE OF THE CONTRACT (Please describe) Accept and Expend of the California Department of Housing and Community Development under the Affordable Housing and Sustainable Communities Program (AHSC) for a total award of \$25,319,112, including \$15,319,112 disbursed by HCD as a loan to the Balboa Park Housing Partners L.P. for a 100% affordable housing project at 2340 San Jose and \$10,000,000 to be disbursed as a grant to the City and/or Developer for public transportation improvements near 2340 San Jose, for the period starting on the execution date of the Standard Agreements to June 30, 2040		

7. COMMENTS
Balboa Park Housing Partners L.P., a California limited partnership whose managing general partner is Colosimo Apartments, Inc., a California nonprofit public benefit corporation, and whose administrative general partner is Related/Balboa Park Development

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

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
1	Cardone	Frank	Other Principal Officer
2	MOSS	Sam	CEO
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

9. AFFILIATES AND SUBCONTRACTORS

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

#	LAST NAME/ENTITY/SUBCONTRACTOR	FIRST NAME	TYPE
20			
21			
22			
23			
24			
25			
26			
27			
28			
29			
30			
31			
32			
33			
34			
35			
36			
37			
38			

9. AFFILIATES AND SUBCONTRACTORS

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

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

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

10. VERIFICATION

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

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

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