

File No. 230378

Committee Item No. 13

Board Item No. _____

COMMITTEE/BOARD OF SUPERVISORS

AGENDA PACKET CONTENTS LIST

Committee: Budget and Finance Committee Date April 19, 2023

Board of Supervisors Meeting Date _____

Cmte Board

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

OTHER (Use back side if additional space is needed)

- Board Resolution No. 257-21 5/25/2021
- MOHCD Presentation 4/19/2023
- _____
- _____
- _____
- _____
- _____
- _____
- _____
- _____

Completed by: Brent Jalipa Date April 13, 2023

Completed by: Brent Jalipa Date _____

1 [Accept and Expend Grant - California Department of Housing and Community Development
2 Affordable Housing and Sustainable Communities Program - Sunnydale Block 3A -
3 \$21,205,299]

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” or “Department”) under the Affordable**
7 **Housing and Sustainable Communities Program for a total award of \$21,205,299**
8 **including \$10,850,000 disbursed by HCD as a loan to the Sunnydale Block 3A Housing**
9 **Partners, L.P. (“Developer”) for a 100% affordable housing project at 1545 Sunnydale**
10 **Avenue and \$10,355,299 to be disbursed as a grant to the City for public transportation**
11 **improvements near 1545 Sunnydale Avenue, for the period starting on the execution**
12 **date of the Standard Agreements to November 30, 2042; and authorizing MOHCD to**
13 **accept and expend the grant of up to \$10,355,299 for transportation, streetscape and**
14 **pedestrian improvements and other transit oriented programming and improvement as**
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 February 26, 2021, 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 February 24, 2021 (“Program Guidelines”), an application package
25

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

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

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

11 WHEREAS, Sunnydale Block 3A Housing Partners, L.P., a California limited
12 partnership (“Developer”), requested that the City and County of San Francisco (the “City”),
13 acting by and through Mayor’s Office of Housing and Community Development (“MOHCD”),
14 be a joint applicant for AHSC Program funds for its project located at 1545 Sunnydale Avenue
15 consisting of new construction of a 80-unit 100% affordable multifamily rental housing
16 development affordable to low-income households, with 60 units set aside for HOPE SF
17 resident replacement units, and 20,028 sq. ft of commercial space, with an early childhood
18 education center, Wellness Center, and retail spaces (the “Project”) identified as Sunnydale
19 Block 3A (the “Sunnydale Block 3A”); and

20 WHEREAS, In order to be highly competitive for the AHSC funds, the Developer and
21 MOHCD applied for AHSC grant funds to purchase Caltrain vehicles (“Caltrain vehicles”) in
22 order to further reduce greenhouse gas emissions; and

23 WHEREAS, Caltrain and MOHCD will enter into a Memorandum of Understanding to
24 make commitments related to the purchase of the Caltrain vehicles as included in the
25 Application package; and

1 WHEREAS, The Recreation and Parks Department (“SFRPD”) plans to perform bicycle
2 and pedestrian improvements in the vicinity of the Project (the “SFRPD Work”); and

3 WHEREAS, On January 31, 2017, by Ordinance No. 20-17, the Board of Supervisors
4 made findings under the California Environmental Quality Act (Public Resources Code
5 Sections 21000 et seq.) and findings of consistency with the General Plan, and the eight
6 priority policies of Planning Code, Section 101.1, which Ordinance is on file with the Clerk of
7 the Board of Supervisors in File No. 161309 and is incorporated herein by reference; and

8 WHEREAS, On May 25, 2021, the Board of Supervisors authorized MOHCD to apply
9 for AHSC Program funds and submit an Application Package as a joint applicant with the
10 Developer through Resolution No. 257-21; and

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

13 WHEREAS, Through an award letter dated February 4, 2022, the Department made an
14 award in the total amount of \$21,205,299 which includes \$10,850,000 to be disbursed by
15 HCD as a loan to the Developer for the Project, and up to \$10,355,299 to be disbursed as a
16 grant to the City for the Caltrain vehicles, SFRPD Work and other transit-oriented
17 programming and improvements approved by HCD, subject to the terms and conditions of the
18 STD 213, Standard Agreement (“Standard Agreement”), a copy of which is on file with the
19 Clerk of the Board of Supervisors in File No. 230378; now, therefore, be it

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

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

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

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

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

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



SUNNYDALE HOPE SF BLOCK 3A

HUNTERS VIEW HOPE SF PHASE 3 - VERTICAL

BUDGET AND FINANCE
COMMITTEE
APRIL 19, 2023

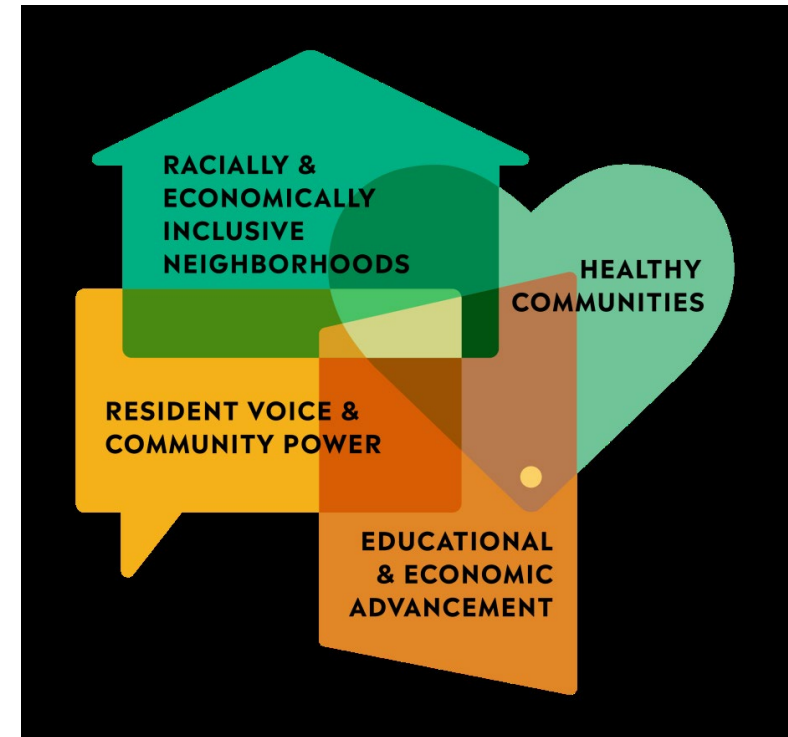
RYAN VANZUYLEN, SENIOR PROJECT MANAGER
CINDY HEAVENS, SENIOR PROJECT MANAGER
MAYOR'S OFFICE OF HOUSING AND COMMUNITY DEVELOPMENT

HOPE SF

Launched in 2007, HOPE SF is a twenty-year human and real estate capital commitment, spanning four mayoral administrations. HOPE SF is the nation's first large-scale community development and reparations initiative aimed at creating vibrant, inclusive mixed-income communities without mass displacement of the original residents.

Hunters View, Sunnyside, Potrero & Potrero Annex, and Alice Griffith, the four HOPE SF sites, share the goal of eradicating intergenerational poverty by:

- Ensuring No Loss of Public Housing.
- Creating an Economically Integrated Community.
- Maximizing the Creation of New Affordable Housing.
- Involving Residents in the Highest Levels of Participation in the Entire Project.
- Providing Economic Opportunities through the Rebuilding Process.
- Integrating Process with Neighborhood Improvement Revitalization Plans.
- Creating Economically Sustainable and Accessible Communities.
- Building a Strong Sense of Community.



1

File # 230376

Resolution authorizing execution and delivery of tax-exempt and taxable bond funds of up to \$68,761,006

2

File # 230377

Resolution approving MOHCD loan agreement up to \$27,272,065

3

File # 230378

Accept and Expend resolution for Affordable Housing Sustainable Communities (AHSC) funds of \$21,205,299

SUNNYDALE HOPE SF BLOCK 3A
BUDGET AND FINANCE COMMITTEE AGENDA ITEMS

SUNNYDALE BLOCK 3A

Figure 1: Project Site Plan

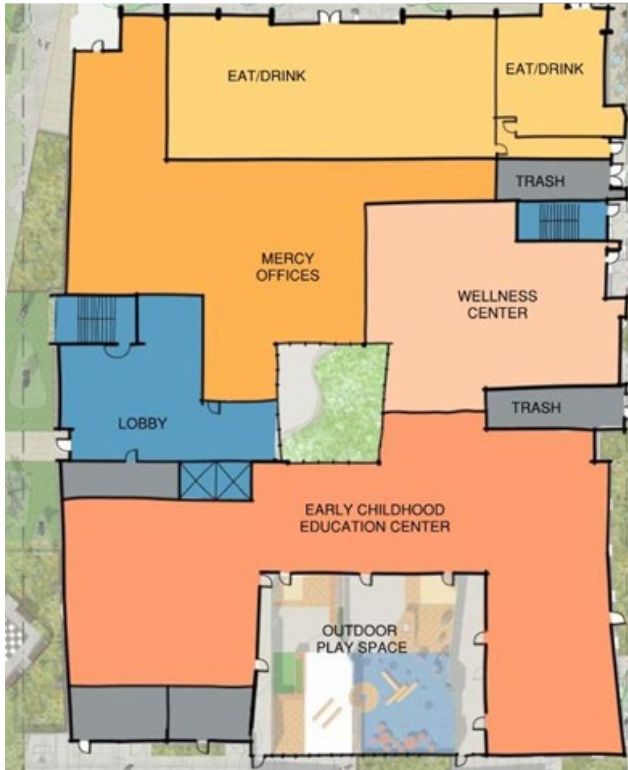


Figure 2: Project Level 2 Plan



- 4th 100% affordable development at Sunnydale HOPE SF
- Development Sponsors are Related California and Mercy Housing California
- 79 affordable units, 1 non-restricted manager's unit (80 total)
- 60 units set aside for existing Potrero public housing residents at 50% SF AMI
- Remaining units at 80% SF AMI
- ~20,000k sq. ft for 5 retail spaces

FINANCING

- Total Costs \$99.8M
- MOHCD \$26.2M
- AHSC \$10.9M
- Tax Credit Equity \$39.8M
- Other \$22.9M

TIMELINE

- Housing Construction begin May 2023
- Construction finish Nov. 2024
- Lease up Complete May 2025



1

File # 230379

Resolution authorizing execution and delivery of tax-exempt and taxable bond funds of up to \$76,000,000

2

File # 230380

Resolution approving MOHCD loan agreement up to \$50,495,000

HUNTERS VIEW HOPE SF PHASE 3 - VERTICAL
BUDGET AND FINANCE COMMITTEE AGENDA ITEMS

HUNTERS VIEW PHASE 3 - VERTICAL



HUNTERSVIEW SITE PLAN – PHASE 3 VERTICAL BUILDINGS IN ORANGE

- 4th and Final 100% affordable development at Hunters View HOPE SF
- Development Sponsors are John Stewart Company, Devine & Gong, Inc., and Ridge Point Nonprofit
- 117 affordable units, 1 non-restricted manager's unit
- 53 units set aside for public housing residents ranging from 40% to 70% SF AMI
- Remaining units ranging from 55% to 75% SF AMI
- ~3,500 sq. ft for 2 commercial spaces

FINANCING

- Total Costs \$140.7M
- MOHCD \$50.4M
- Permanent Loan \$24.7M
- Apple Fund \$2.2M
- Tax Credit Equity \$62.0M
- Other \$1.3M

TIMELINE

- Housing Construction begin May 2023
- Construction finish May 2025
- Lease up Complete Nov. 2025





Thank you

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

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

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

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

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

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

Comments:

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

Lorena Guadiana
(Name)

Compliance Coordinator – Data, Evaluation and Compliance
(Title)

Date Reviewed: March 1, 2023

Lorena Guadiana
Digitally signed by Lorena Guadiana
 DN: cn=Lorena Guadiana, o=San Francisco City and County, ou=Mayor's Office of Housing and Community Development,
 email=Lorena.Guadiana@sfgov.org, c=US
 Date: 2023.03.01 15:46:34 -08'00'

(Signature Required)

Department Head or Designee Approval of Grant Information Form:

Eric D. Shaw
(Name)

Director
(Title)

Date Reviewed: 3/2/2023 | 8:17 AM PST

DocuSigned by:
Eric Shaw
655BDF91D096444...

(Signature Required)

HCD AHSC Sunnydale HOPE SF Block 3A Expenditure Schedule

Proposed expenditures for the HCD AHSC Sunnydale HOPE SF Block 3A Grant.

	Agency	Project Description	HCD Funding Amount
STI #1	Caltrain	Building from the ongoing effort to electrify and modernize the Caltrain corridor, an expansion set of 37 Electric Multiple Unit (EMU) trains are being procured. These EMU's are scheduled to run between 4th & King Station in San Francisco and Tamien Station in San Jose beginning in 2024. These EMU's will drive ridership by increasing service frequency and improving the system's carrying capacity. If successful, funds from this application will be used to purchase 2 EMUs.	\$2,000,000
STI #2	Recs and Parks Department	This project will construct a class IV bike facility on Visitacion Ave. between Mansell & Hahn Street (southbound) and a class I bike path on Visitacion Ave between Hahn St. and the Visitacion Valley Middle School (northbound). Additionally, the project will build a new crosswalk to allow for safer crossing of Visitacion Ave. from the Community Garden to Herz Playground and on to the AHD. A new sidewalk will be constructed on the west side of Visitacion Ave from the new crossing to the Coffman Pool and a new sidewalk will be constructed on the east side of Vistiacion from Hanh Street to the Middle School. Finally, the project will upgrade the curb ramp on the corner of Visitacion and Hahn to make it safe and accessible.	\$5,322,000
TRA	Recs and Parks Department	This Project will install lighting, signage and planting along with the STI bike and ped improvements.	\$1,465,000
PGM	Mercy Housing	Transit passes, TDM coordinator, workforce dev	\$500,000

Total: \$10,355,299

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

21-AHSC-16994

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original		11/30/2042	\$ 10,355,299.00	Exempt
Amendment No. 1				
Amendment No. 2				
Amendment No. 3				
		TOTAL	\$ 10,355,299.00	

13. BIDDING METHOD USED:

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

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

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

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

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

N/A

17a. JUSTIFICATION FOR CONTRACTING OUT *(Check one)*

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

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION N/A

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

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

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

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

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

21. IS A SIGNED COPY OF THE FOLLOWING FILE AT YOUR AGENCY FOR THIS CONTRACTOR?
 A. Contractor Certification Clauses No Yes N/A
 B. STD.204 Vendor Data Record No Yes N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED No Yes N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?
 No Yes
 SB/DVBE Certification Number:
 N/A

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? *(If an amendment, explain changes, if any)*
 No *(Explain Below)* Yes _____ % of Agreement

N/A

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS? No Yes *(If Yes, provide justification below)*

N/A

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

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

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER

21-AHSC-16994

AMENDMENT NUMBER

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

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

COPY

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

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

STANDARD AGREEMENT

AGREEMENT NUMBER

PURCHASING AUTHORITY NUMBER (if applicable)

STD 213 (Rev. 04/2020)

21-AHSC-16994

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, Mercy Housing California, and The Related Companies of California, LLC

2. The term of this Agreement is:

START DATE

Upon HCD Approval

THROUGH END DATE

11/30/2042

3. The maximum amount of this Agreement is:

\$10,355,299.00

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Authority, Purpose and Scope of Work	5
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C*	State of California General Terms and Conditions	GTC - 04/2017
Exhibit D	AHSC Program Terms and Conditions	17
Exhibit E	Special Conditions	14
TOTAL NUMBER OF PAGES ATTACHED		40

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

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

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

CONTRACTOR

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

See Attached

CONTRACTOR BUSINESS ADDRESS

See Attached

CITY

See Attached

STATE

See Attached

ZIP

See Attached

PRINTED NAME OF PERSON SIGNING

See Attached

TITLE

See Attached

CONTRACTOR AUTHORIZED SIGNATURE

See Attached

DATE SIGNED

See Attached

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Housing and Community Development

CONTRACTING AGENCY ADDRESS

2020 W. El Camino Ave., Suite 130

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

TITLE

Contracts Office Manager,
Contract Services Section

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

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

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

CONTRACTOR

City and County of San Francisco

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

By: _____ Date: _____

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

Address:

1 South Van Ness Avenue
San Francisco, CA 94103

Mercy Housing California

a California nonprofit public benefit corporation

By: _____ Date: _____

Ramie Dare
Vice President

Address:

1256 Market Street
San Francisco, CA 94102

The Related Companies of California, LLC

a California limited liability company

By: _____ Date: _____

Ann Silverberg
Vice President

Address:

18201 Von Karman Avenue, Suite 900
Irvine, CA 92612

Prep Date: 12/12/2022

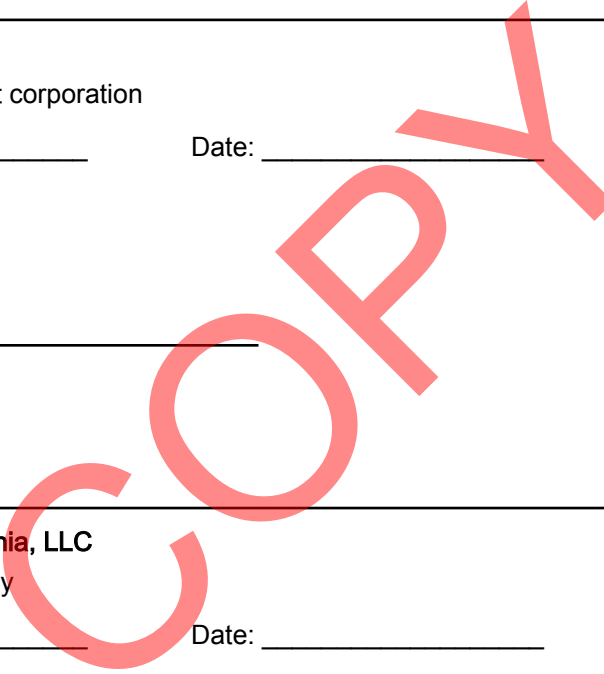


EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1. Authority & Purpose

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

- A. Part 1 of Division 44 of the Public Resources Code (commencing with Section 75200);
- B. The Round 6 Program Guidelines dated February 24, 2021 (the “Guidelines”), issued by the State of California, Strategic Growth Council (“SGC”) and as may be amended from time to time; and
- C. The Program’s Notice of Funding Availability (“NOFA”) issued by the Department Housing and Community Development (hereinafter the “Department” or “HCD”), is dated February 26, 2021. References to the NOFA shall include any updates and amendments made thereto.

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

By entering into this Agreement and thereby accepting the award of Program grant funds as detailed in the award letter dated as of the date specified in provision Ex. A-E.2 of Exhibit E (“Award Letter”) (“Grant”), the Recipient agrees to comply with applicable statutory law, Guidelines, the NOFA, and this Agreement, and to abide by the representations made in the Application, and the terms and conditions of the Disbursement Agreement, which is more particularly described in Exhibit B of this Agreement.

2. Definitions

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

EXHIBIT A

“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 award of Program funds. The Development shall meet all the criteria as set forth in the Guidelines.

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

Any reference to a specific “Section” or “section” of the Guidelines shall initially refer to that specific numbered section of the Guidelines adopted on and dated February 24, 2021. Notwithstanding, if and when SGC amends any portion of the Guidelines, all references herein to any such portion of the Guidelines shall be deemed to refer to the updated version of the Guidelines, either in whole or in part, as may be applicable. To the extent that any Guidelines section or sections (Section or Sections) provision is or are amended, and thereafter receive(s) a new Guidelines section number(s), any reference herein to the old Guidelines section(s) number(s) shall be interpreted to refer instead to the Guidelines section(s) that is (or are) intended to replace the content and substance of the former Guidelines section(s).

3. Scope of Work

The Scope of Work (“Work”) for this Agreement shall consist of one or more of the following categories, by or on behalf of the Recipient, within the Program Project Area as detailed in provision A-E.3 of Exhibit E of this Agreement, and the Project Report:

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

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

EXHIBIT A

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

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

A. HRI

The Scope of Work for this Agreement for Housing-Related Infrastructure ("HRI Work") is as set forth in provision Ex. A-E.5 of Exhibit E of this Agreement. The HRI Work is necessary for the development of the Development. The Recipient is responsible for and shall ensure the completion of the HRI Work and the completion and occupancy of the Development in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all HRI Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the HRI Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

B. Program Costs

The Scope of Work for this Agreement for Program Costs ("PGM Work") is as set forth in provision Ex. A-E.6 of Exhibit E of this Agreement. The Recipient is responsible for and shall ensure the completion of the PGM Work associated with the Program Costs in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all PGM Work to be performed by the Recipient, or contracted by the Recipient, in relation to this Agreement. Any revision to the PGM Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

EXHIBIT A

C. Sustainable Transportation Infrastructure

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

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

D. Transportation-Related Amenities

The Scope of Work for this Agreement for Transportation-Related Amenities (“TRA Work”) is as set forth in provision Ex. A-E.8 of Exhibit E of this Agreement. The Recipient is responsible for and shall ensure the completion of the TRA Work in accordance with the criteria set forth above and in the Project Report. The Department reserves the right to review and approve all TRA Work to be performed by the Recipient in relation to this Agreement. Any revision to the TRA Work shall be submitted in writing for review and approval by the Department and shall require an amendment to this Agreement.

4. Criteria Applicability

Based on the points awarded to its Application, Recipient assures the Department of the existence of the criteria of Section 107 of the Guidelines as set forth in provision Ex. A-E.9 of Exhibit E of this Agreement.

A. GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO_{2e} over the life of the project is detailed in provision Ex. A-E.10 in Exhibit E of this Agreement.

Information on this Project’s GHG scoring data can be on the SGC’s website in a document called Round 6 Data for Public Release.

EXHIBIT A

5. Performance Milestones

Recipient shall ensure the completion of the Performance Milestones set forth in provision Ex. A-E.11 of Exhibit E of this Agreement by the designated dates contained therein. When Recipient misses or anticipates missing a Performance Milestone deadline, Recipient shall notify the Department in writing as soon as is reasonably practicable. In this notification, Recipient shall explain why the deadline has been or will likely be missed; provide a status update relative to the other Performance Milestone deadlines; and provide assurances that it will meet the remaining Performance Milestone deadlines. Recipient's failure to provide a timely written notification shall be considered a default under this Agreement.

6. HCD Contract Coordinator

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

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

7. Recipient Contact Coordinator

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

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Project Sources and Uses

The sources and uses (“Sources and Uses”) set forth in this Exhibit B contains the cost items for the design, development and construction of the approved Work. Recipient agrees that any cost overruns or increases resulting in a total cost exceeding that set forth therein shall be the responsibility of Recipient.

2. Contract Amount

A. For the purposes of performing the Work, the Department agrees to provide the Grant in the aggregate amount identified on page 1, number 3 of this Agreement (STD 213) in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this Grant amount, or for any unauthorized or ineligible costs.

- 1) For the purposes of performing the Work related to the HRI, as set forth in provision Ex. A-E.5 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.1 of Exhibit E of this Agreement, in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- 2) For the purposes of performing the Work related to the PGM, as set forth in provision Ex. A-E.6 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.2 of Exhibit E of this Agreement, in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.
- 3) For the purposes of performing the Work related to the STI, as set forth in provision Ex. A-E.7 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.3 of Exhibit E of this Agreement in the form of a grant for the uses identified in the Sources and

EXHIBIT B

Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

- 4) For the purposes of performing the Work related to the TRA, as set forth in provision Ex. A-E.8 of Exhibit E of this Agreement, the Department agrees to provide the amount set forth in provision Ex. B-E.4 of Exhibit E of this Agreement, in the form of a grant for the uses identified in the Sources and Uses. In no instance shall the Department be liable for any costs for the Work in excess of this amount, or for any unauthorized or ineligible costs.

- B. The Department may approve a request from the Recipient to reallocate funds between authorized activities and itemized amounts stated in the budget for the designated grant Work, except where Scoring Criteria, total point scores, or overall ranking of the Project is impacted. Reallocation of funds between authorized activities that impact any of these areas will not be allowed. Changes in aggregate of ten percent or less, of the total grant amount between activity categories during the term of this Agreement, and expenditures pursuant thereto, may be made only after the Department's express written approval, but do not require a written amendment to this Agreement.

3. Other Funding Sources

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

4. Completion Dates

- A. Program funds must be disbursed no later than April 30, 2028

EXHIBIT B

- B. All un-disbursed funds remaining as of April 30, 2028, shall be disencumbered.
- C. All invoices for payment must be submitted to the Department no later than November 30, 2027.
- D. This Agreement shall expire on November 30, 2042.

5. Method of Payment

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

6. Disbursement Agreement

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

EXHIBIT B

- 2) Proper disbursement and use of Program funds have occurred,
 - 3) Performance of, and compliance with, all the obligations, terms and conditions of this Agreement have occurred, and,
 - 4) Compliance with all applicable statutes, laws, guidelines, and regulations, all have been or will be achieved without the execution of a Disbursement Agreement. The Department may require the submittal by the Recipient of such information, records, documents, certificates and other material, as it deems necessary to make this determination.
- C. Payee Data Record Form must be filled out by each Recipient receiving grant funds. All payee(s) receiving Grant funds are listed in provision Ex. B-E.5 of Exhibit E of this Agreement.

SOURCES AND USES - HRI
PROJECT BUDGET

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

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

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

SOURCES AND USES - STI
PROJECT BUDGET

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

SOURCES AND USES – TRA
PROJECT BUDGET

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

EXHIBIT D

AHSC PROGRAM TERMS AND CONDITIONS

GENERAL

1. Effective Date, Commencement of Work and Completion Dates

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 Development nor the Work has commenced as of the deadline for submittal of applications set forth in the Notice of Funding Availability. The Recipient agrees that the Work shall be completed as specified in this Agreement, and as set forth in the Project Report, incorporated in this Agreement by reference subject to the Agreement expiration date specified on page 1, number 2, of this Agreement (STD 213), and in Exhibit B, unless a written request for an extension is submitted and written approval by the Department is provided within 90 days prior to the expiration date of the Agreement. Any extension to the expiration date shall require an amendment to this Agreement.

2. Termination

Notwithstanding any other provision of this Agreement, the Department may terminate this Agreement at any time for cause by giving at least 14 days' notice in writing to the Recipient. Cause shall consist of violations by Recipient of any General or Special Terms and Conditions of this Agreement. Upon termination of this Agreement, unless otherwise approved in writing by the Department, any Program Grant funds received by the Recipient shall be returned to the Department within 14 days of the Notice of Termination. In the event of withdrawal of the Department's expenditure authority, all obligations of the Department to continue funding any amounts, whether for the benefit of Recipient or any other persons, shall fully and immediately cease and terminate, and the Department shall thereafter have no duty or obligation to undertake or perform any act that it is not legally or practically able to. Department makes no representation or warranty, express or implied, to Recipient or any other persons that all or any portion of the Program Grant Documents will be enforceable after the withdrawal of the Department's funding authority.

EXHIBIT D

3. Program Grant Documents

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

4. Covenant Regarding the Development

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

- A. For rental affordable housing developments, the Covenant shall require the continuation of the affordability of the Development for a period of not less than 55 years from the date of the filing of a Notice of Completion for the Development.
- B. For homeownership affordable housing developments, the Covenant shall require the continuation of the affordability for a period of not less than 30 years from the date of a filing of a Notice of Completion for the Development. The affordability will be ensured through a resale restriction or equity sharing upon resale.

EXHIBIT D

- C. The Department may waive this requirement for the Covenant upon the Department's determination that sufficient protections are in place to ensure the development and continued operation and occupancy of the Development in accordance with this Agreement.
- D. In addition to the Covenant, the Department may request, and if requested, the Recipient shall agree to and record a performance deed of trust ensuring the completion of the Work. Said performance deed of trust shall be recorded against the entire legal parcel underlying the object which it ensures is being 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;
- 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;

EXHIBIT D

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

- A. All Environmental Site Assessment (“ESA”) Reports (to include Phase I, II, III, supplemental or update assessments and reports) for the Work, in conformance

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

11. **Litigation**

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

12. **Milestones**

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

EXHIBIT D

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

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

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

16. **Waivers**

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

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17. Identity of Interests

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

DESIGN REQUIREMENTS

18. Architect

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

19. Plans and Specifications and Project Cost Estimates

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

20. Reasonable Development Costs

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

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To verify cost reasonableness, the Department may require qualified third-party verification of cost, evidence of the competitive bidding of major cost components and appraisals.

21. **Adaptability and Accessibility**

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

22. **Acoustics Report**

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

23. **Approval by Public Works Department**

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

CONSTRUCTION REQUIREMENTS

24. **Construction Contract**

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

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

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remain in effect during the entire term of the Construction Contract(s), and which shall be in a form and from an issuer which is acceptable to the Department.

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

26. Prevailing Wages

Pursuant to Section 113 of the Guidelines, Recipient will ensure compliance with State Prevailing Wage Law (Labor Code Sections 1720-1781).

27. Construction Phase Information

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

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

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and expenses, contracts, operations and conditions of the Housing Development. Upon written notice to Recipient, the Department may require its advance written approval of all future change orders and modifications. Deviations from the plans and specifications which have the effect of reducing the quality, life or utility of a specified item or system must receive the prior written approval of the Department. Should change orders be submitted to the Department for its approval, they shall be deemed accepted if not rejected in writing within 10 business days of receipt by the Department. Recipient shall not authorize or approve any change orders rejected by the Department where the Department's approval is required.

28. Signage

- A. Recipient shall place signs on the construction site for the Work stating that the Department is providing financing through the Program in an appropriate location(s), typeface and size containing the message set forth in provision Ex. E-D.1 of Exhibit E of this Agreement.
- B. The sign shall be maintained in a prominent location visible and legible to the public through construction completion. If the job sign includes the acknowledgment and/or logo of one or more other public lenders or grantors, the acknowledgement and logos required by this Paragraph 28 shall also be displayed in a similar size and layout. Copies of the Department, SGC and California Climate Investments ("CCI") logos can be obtained by contacting the HCD Contract Coordinator.
- C. Upon installation of the sign, the Recipient shall submit a digital photograph thereof to the Department. The Recipient will also provide the Department, upon its request, with copies of any photographs that may be taken of the Work by or on behalf of the Recipient or its architect. The Recipient will provide an acceptable written consent and release agreement authorizing use of said photographs, all at no expense to the Department.

EXHIBIT D

INSPECTION OF GRANT ACTIVITIES

29. Site Inspection

The Department reserves the right, upon reasonable notice, to inspect the Work site and any structures or other improvements thereon to determine whether the Work site meets the requirements of Program and this Agreement.

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

30. Work Inspection

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

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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.
- 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.

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- F. If so directed by the Department upon termination of this Agreement, the Recipient shall cause all records, accounts, documentation and all other materials relevant to this Agreement to be delivered to the Department as depository.

COMPLETION OF CONSTRUCTION

32. Relocation Plan Implementation Report

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

33. Architect Certification

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

34. Cost Certification

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

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

35. Recorded Notice of Completion

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

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36. “As-Built” Plans and Specifications

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

AFFORDABLE HOUSING DEVELOPMENT REQUIREMENTS

37. Confirmation of Permitted Housing Units

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

REPORTING REQUIREMENTS

38. Reports on California Climate Investments

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

39. Reports on Work

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

40. Reports on Affordable Housing Development

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

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Agreement and the Guidelines. The reports will be filed on forms provided by the Department.

41. Updated Information

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

42. Monitoring Requirements

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

REPAYMENT OF GRANT FUNDS

43. Breach of this Agreement

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

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

EXHIBIT D

- C. The Department may seek such other remedies as may be available under this Agreement or any law.
- D. This Agreement may be canceled by the Department under any of the following conditions:
- 1) An uncured breach or violation by Recipient of this Agreement or the Disbursement Agreement;
 - 2) The objectives and requirements of the Program cannot be met by continuing the commitment or this Agreement;
 - 3) Construction of the Work or Development cannot proceed in a timely fashion in accordance with the Performance Milestones in Exhibit A of this Agreement; and,
 - 4) Funding or disbursement conditions have not been or cannot be fulfilled within required time periods.

44. AHSC Cross-Default Provision

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

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

The Application's point score was based, in part, on the Project's total projected reduction of greenhouse gas (GHG) emissions. The Project components (AHD, HRI, STI, TRA, and PGM) that were proposed in the Application and approved by the Department must be completed in order to achieve this projected reduction of GHG emissions. By executing this 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,

EXHIBIT D

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 Program Loan and Program Grant contemplated by the Award Letter from the Department to Recipient (each such funding, including the Program Loan and Program Grant referenced in the Award Letter, being a "Departmental Funding"), then each Departmental Funding will be cross-defaulted to the other Departmental Funding so that:

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

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

EXHIBIT E

PROJECT-SPECIFIC PROVISIONS AND SPECIAL TERMS AND CONDITIONS:

1. Project-Specific Provisions

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

Section 45 of Exhibit D Departmental Cross-Default Provision is deleted in its entirety.

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

The Project Report is dated 12/30/2021

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

The Award Letter is dated 02/04/2022

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

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

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

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

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

EXHIBIT E

Lot 3 Final Map 11040 6311-014 (proposed) Portion of 6311-011 (former) City and County of San Francisco		Sunnydale HOPE SF Block 3A		
Enter the number of units by bedroom size and income limit.				
# of Bedrooms	# of Project Units	AHSC Assisted Units*	Income Limit (Percent of AMI)	TOTAL RESTRICTED UNITS**
0	4	3	60%	4
1	8	7	60%	8
2	7	6	60%	7
1	11	3	50%	11
2	14	5	50%	14
3	12	4	50%	12
4	6	3	50%	6
1	5	4	30%	5
2	7	6	30%	7
3	3	2	30%	3
4	2	1	30%	2
3	1	0	NONE	0
Total Project Units	80	44		79

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

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

EXHIBIT E

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

Housing Related Infrastructure

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

N/A

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

Program Costs

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

Program #1 includes at no charge one unlimited monthly transit pass for 36 months to all units restricted to 60% AMI.

Program #2 includes the Sponsor, Mercy Housing California, a California public benefit corporation, will collaborate with San Francisco city agencies to employ a TDM Coordinator to implement strategies within the Sunnydale HOPE SF TDM Plan to support residents, staff, and visitors in making trips to and from the AHD neighborhood by sustainable modes of transportation.

Program #3 proposes a variety of workforce development strategies. The Sponsor, Mercy Housing California, will contract with Young Community Developers to provide workforce training and support opportunities to residents in a cohort timed to correspond to a construction cycle in the Sunnydale revitalization.

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

Sustainable Transportation Infrastructure

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

STI #1 includes building from the ongoing effort to electrify and modernize the Caltrain corridor, an expansion set of 37 Electric Multiple Unit (EMU) trains are being procured to run between 4th & King Station in San Francisco and Tamien Station in San Jose beginning in 2024, also purchasing 2 EMUs.

Affordable Housing and Sustainable Communities (AHSC) Program

Round 6 - Grant

NOFA Date: 02/26/2021

Approved Date: 06/23/2021

Prep. Date: 12/12/2022

EXHIBIT E

STI #2 includes constructing a class IV bike facility on Visitacion Avenue between Mansell & Hahn Street (southbound) and a class I bike path on Visitacion Avenue between Hahn Street and the Visitacion Valley Middle School (northbound). Building a new crosswalk to allow for safer crossing of Visitacion Avenue from the Community Garden to Herz Playground and on to the AHD. A new sidewalk will be constructed on the west side of Visitacion Avenue from the new crossing to the Coffman Pool and a new sidewalk will be constructed on the east side of Visitacion Avenue from Hanh Street to the Middle School. Upgrading the curb ramp on the corner of Visitacion Avenue and Hahn Street.

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

Transportation-Related Amenities

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

TRA #1 includes installing lighting, signage and greening along Visitacion Avenue and Hahn Street with bike and pedestrian improvements.

Provision Ex. A-E.9 (As Referenced in Exhibit A, section 4)

Criteria Applicability

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

AHSC Round 6 Guidelines, Section 107 Reference	Application Score
(a) GHG Transit	5
(b) GHG Housing, Active Transportation, and Renewable Energy	2
(c) GHG Efficiency	15
(d) Active Transportation Improvements	10
(e) Green Buildings and Renewable Energy	10
(f) Housing and Transportation Collaboration	7
(g) Location Efficiency and Access to Destinations	4.66
(h) Funds Leveraged	4

EXHIBIT E

(i) Anti-Displacement Strategies	6
(j) Local Workforce Development & Hiring Practices.	3
(k) Housing Affordability	5
(l) Programs	2
(m) Collaboration & Planning	3
(n) Community Benefits & Engagement	6
(o) Community Climate Resiliency	2
(p) Community Air Pollution Exposure Mitigation	0

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

GHG Emissions Reductions Estimate

Based on the inputs in the Application, the estimated total MTCO₂e over the life of the project is 45,425. This information can be found on the SGC's website in a document titled Round 6 Data for Public Release

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

Performance Milestones

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

HRI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the proposed Development detailing the terms and conditions of the Project development.	N/A
Site Control of Development site(s) by proposed housing developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	N/A
Obtaining all necessary and discretionary public land use approvals.	N/A
Obtaining all enforceable funding commitments for at least the first phase of the Development supported by HRI.	N/A

EXHIBIT E

Obtaining all enforceable funding commitments for all construction period financing for the HRI.	N/A
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and tax credit syndication documents for remaining phases of Project.	N/A
Submission of final construction drawings and specifications to the appropriate local building department or permitting authority.	N/A
Commencement of construction of the HRI.	N/A
Construction of HRI complete.	N/A
Program funds fully disbursed.	N/A

PGM PERFORMANCE MILESTONES	DATE
Identification and commitment of program operator and partners.	10/31/2026
Completion of a business or a work plan.	10/31/2026
Program funds fully disbursed.	04/30/2028

STI PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the STI Work detailing the terms and conditions of the Project development.	06/08/2021
Site Control of STI site(s) by proposed developer.	02/01/2023
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	05/01/2022
Obtaining all necessary and discretionary public land use approvals.	10/31/2026

EXHIBIT E

Submission of final construction drawings and specifications to the appropriate local permitting authority.	10/31/2026
Commencement of construction of STI.	04/30/2027
Construction completion of STI and closeout.	04/30/2028
Program funds fully disbursed.	04/30/2028

TRA PERFORMANCE MILESTONES	DATE
Executed binding agreement between the Recipient and developer of the TRA Work detailing the terms and conditions of the Project development.	N/A
Site Control of TRA site(s) by proposed developer.	02/01/2023
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	05/01/2022
Obtaining all necessary and discretionary public land use approvals.	10/31/2026
Submission of final construction drawings and specifications to the appropriate local permitting authority.	10/31/2026
Commencement of construction of TRA.	04/30/2027
Construction completion of TRA and closeout.	04/30/2028
Program funds fully disbursed.	04/30/2028

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

Recipient Contact Coordinator

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

Affordable Housing and Sustainable Communities (AHSC) Program
 Round 6 - Grant
 NOFA Date: 02/26/2021
 Approved Date: 06/23/2021
 Prep. Date: 12/12/2022

EXHIBIT E

Recipient:	City and County of San Francisco
Authorized Representative Name:	Eric Shaw
Authorized Representative Title:	Director
Address:	1 South Van Ness Avenue San Francisco, CA 94103
Phone No.:	415-701-5616
Email:	eric.shaw@sfgov.org

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

Recipient:	The Related Companies of California, LLC
Authorized Representative Name:	Ann Silverberg
Authorized Representative Title:	Vice President
Address:	44 Montgomery Street, Ste. 1300 San Francisco, CA 94104

EXHIBIT E

Phone No.:	415-677-9000
Email:	asilverberg@related.com

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

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

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

For the purposes of performing the PGM Work, as set forth in provision Ex. A-E.6 of this Exhibit E, the Department agrees to provide \$500,000.

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

For the purposes of performing the STI Work, as set forth in provision Ex. A-E.7 of this Exhibit E, the Department agrees to provide \$8,794,184.

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

For the purposes of performing the TRA Work, as set forth in provision Ex. A-E.8 of this Exhibit E, the Department agrees to provide \$1,061,115.

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

All payees receiving Grant funds are listed below:

Payee Name	Activity	Award Amount
City and County of San Francisco	STI	\$8,794,184
City and County of San Francisco	TRA	\$1,061,115
Mercy Housing California	PGM	\$500,000

EXHIBIT E

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

SOURCES AND USES - HRI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
Sunnydale HOPE SF Block 3A			The Related Companies, LLC City and County of San Francisco	
ESTIMATED HRI CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		\$N/A	\$N/A	\$N/A
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		\$N/A	\$N/A	\$N/A
TOTAL PROJECT COSTS		\$N/A	\$N/A	\$N/A

EXHIBIT E

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

SOURCES AND USES – PROGRAM COSTS
PROJECT BUDGET

BUDGET AND SOURCES				
Sunnydale HOPE SF Block 3A			The Related Companies, LLC City and County of San Francisco	
ESTIMATED PROGRAM COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY	TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING	
SOFT COST AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs	\$500,000	\$500,000	\$N/A	
TOTAL PROGRAM COSTS	\$500,000	\$500,000	\$N/A	

EXHIBIT E

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

SOURCES AND USES - STI
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
Sunnydale HOPE SF Block 3A			The Related Companies, LLC	
ESTIMATED STI CAPITAL IMPROVEMENT PROJECT COSTS			City and County of San Francisco	
DEVELOPMENT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
COST CATEGORY	TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING	
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs	\$11,103,184	\$8,653,184	\$2,450,000	
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs	\$141,000	\$141,000	\$N/A	
TOTAL PROJECT COSTS	\$11,244,184	\$8,794,184	\$2,450,000	

EXHIBIT E

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

SOURCES AND USES – TRA
PROJECT BUDGET

INFRASTRUCTURE DEVELOPMENT BUDGET AND SOURCES				
Sunnydale HOPE SF Block 3A			The Related Companies, LLC City and County of San Francisco	
ESTIMATED TRA CAPITAL IMPROVEMENT PROJECT COSTS			DEVELOPMENT COSTS BY FUNDING SOURCE	
DEVELOPMENT COSTS				
COST CATEGORY		TOTAL AMOUNT	AHSC GRANT PROGRAM	SUM OF ALL OTHER FUNDING
PROJECT ACTIVITY (HARD COSTS)				
Total Project Activity Costs		\$955,004	\$955,004	\$N/A
SOFT COSTS AND OTHER PROJECT RELATED COSTS				
Total Soft Cost and Other Project Related Costs		\$300,111	\$106,111	\$194,000
TOTAL PROJECT COSTS		\$1,255,115	\$1,061,115	\$194,000

EXHIBIT E

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

Sunnydale HOPE SF Block 3A

**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**

COPY

DEPARTMENT OF HOUSING and COMMUNITY DEVELOPMENT
DIVISION OF STATE FINANCIAL ASSISTANCE

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



February 4, 2022

Ann Silverberg, Chief Executive Officer
 The Related Companies of California, LLC
 18201 Von Karman Avenue, Suite 900
 Irvine, CA 92612

Eric D. Shaw, Director
 City and County of San Francisco
 1 South Van Ness Avenue, 5th Floor
 San Francisco, CA 94103

**RE: Award Announcement – AHSC Program, Round 6, FY 2019-20 & FY 2020-21
 PIN 47837 – Sunnydale HOPE SF Block 3A**

Dear Ann Silverberg and Eric D. Shaw:

The California Department of Housing and Community Development (Department) and the Strategic Growth Council are pleased to announce that Sunnydale HOPE SF Block 3A has been awarded an Affordable Housing and Sustainable Communities (AHSC) program award in the amount of \$21,205,299. This letter constitutes notice of the award as approved by the Strategic Growth Council on January 26, 2022 of the following AHSC program funds:

AHSC Program <i>Loan</i> Funds	
Amount Awarded	\$10,850,000
Contract Number	21-AHSC-16993

AHSC Program <i>Grant</i> Funds	
Amount Awarded	\$10,355,299
Contract Number	21-AHSC-16994

The Department intends to issue a Standard Agreement within 90 days of receipt of the documentation required to execute this contract. An AHSC program representative will be in communication with you within a week to discuss and confirm any documents needed.

Congratulations on a successful application. For further information, please contact Craig Shields, Branch Chief, Program Design and Implementation – Climate Change, at (916) 823-6054 or Craig.Shields@hcd.ca.gov.

Sincerely,

Jennifer Seeger
 Deputy Director
 Division of State Financial Assistance

NOFA Round 6 (February 26, 2021)

Funding Application

Revised 4/27/21

2019-20 Cap and Trade Funding



CALIFORNIA STRATEGIC
GROWTH COUNCIL



State of California
Governor Gavin Newsom

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

Louise Bedsworth, Executive Director
California Strategic Growth Council

Gustavo Velasquez, Director
Department of Housing and Community Development (HCD)
2020 West El Camino Avenue, Suite 150, Sacramento, CA 95833

email: ahsc@hcd.ca.gov

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

Overview

4/27/21

NOTE: This is a Macro-Enabled workbook (*.xlsm); therefore, macros must be enabled so applicable worksheets, columns and rows become visible. Macros may not work with Microsoft's Excel version for Apple Mac. Please email AppSupport@hcd.ca.gov for assistance. Complete all applicable yellow shaded cells. If you copy data from another source, always paste using "Paste Values". Mouse over cells with red triangles for cell/column instructions.

Affordable Housing & Sustainable Communities Program (AHSC) Project Information

FAAST PIN:

47838

Project Name:	Sunnydale HOPE SF Block 3A	Project Area Type:	Integrated Connectivity Project (ICP) - §102(d)	Housing Type:	Rental
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If Project is also known under another Project name(s) or was formerly known under another name(s), enter the name(s). N/A

Have you applied, do you plan to apply, or has the Project been awarded other HCD program funds? Yes

Other HCD Program(s) Name(s):	Funding Amount	Funding Status	NOFA Date	Award Date/Expected Award Date
Infill Infrastructure Grant Program	\$5,786,000	Applying concurrently	5/12/21	10/1/21

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

ICP Project Area Type §102(d)(1)(2)(3)

(1) Includes at least one Transit Station/Stop?	Yes
(2) Be served by at least one mode of Qualifying Transit that does not meet the requirements of High Quality Transit at time of application submittal?	Yes
(2) If ICP Project proposes to fund an AHD with AHSC Program funds, will housing be located within one-half mile of a Transit Station/Stop?	Yes
(3) Include Capital Projects or Program Costs as indicated in §102(d)(3)?	Yes

Total Development Costs (TDC) and 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	TDC	AHSC Funds Request (min \$1M, max \$30M; STI+TRA max \$10M)	AHSC / Total AHSC	Non-AHSC Funding Commitments	Legislative Data
Housing (AHD)	\$78,386,356	\$10,850,000	51.17%	\$67,536,356	State Assembly District: 17
Housing (HRI)	\$0	\$0	0.00%		Senate District: 11
Housing (AHD & HRI)	\$78,386,356	\$10,850,000	51.17%	\$67,536,356	Congressional District: 12
Transportation (STI)	\$11,244,184	\$8,794,184	41.47%	\$2,450,000	
Transportation (TRA)	\$1,255,115	\$1,061,115	5.00%	\$194,000	
Programs (PGM)	\$500,000	\$500,000	2.36%	\$0	
Totals:	\$91,385,655	\$21,205,299	100.00%	\$70,180,356	

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	\$424,106	\$0 OK

Project Description - describe major Project components (do not exceed 700 characters)
 The Project is the next step in transforming the Sunnydale public housing site and the Visitation Valley neighborhood into a vibrant and healthy community with new quality housing, street and utility infrastructure, open spaces, and strong transit connectivity. The AHD includes 80 affordable units. Also, the Project benefits from transit improvements coordinated by Caltrain and pedestrian and bicycle improvements coordinated by SF Recreation & Parks Department.
 # of description characters: ##

AB-1550 Priority Populations §101

The Project's priority population benefits will be determined based upon the location of the AHD.

Project 10 digit census tract:	6.075E+09	Disadvantaged Community:	N/A	Low-Income Community:	Yes	Low-Income Households:	Yes
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File Name AB1550 [Applicable CARB Priority Population Benefit Criteria Tables.](#) Uploaded to HCD? Yes

Project Area Definition §102(a)

Description of geographical boundaries (defined by vicinity map, service area, etc.):
 Project Area is defined by a one-mile radius around the qualifying transit stop located adjacent to the AHD at the corner of Sunnydale Avenue and Hahn Street plus a half-mile buffer around the STI Caltrain EMU Improvement plus a half-mile buffer around the STI bicycle and pedestrian improvement projects.

File Name	Project Area Map	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. Refer to the Project Area Mapping Guidance.	Uploaded to HCD?	Yes
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Required Project Area Components §102(a):

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

Overview										4/27/21		
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		
File Name	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 Map. Refer to the Project Area Mapping Guidance.					Uploaded to HCD?		Yes			
File Name	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.					Uploaded to HCD?		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		
File Name	MPO Support Document	Document from MPO identified in cell Y9 above confirming consistency with SCS or similar sustainable planning document in non-MPO regions, per §106(a).					Uploaded to HCD?		Yes			
File Name	SCS or Equiv Regional Plan	Indicate the applicable section or elements of the SCS or equivalent regional plan detailing regional government involvement.					Uploaded to HCD?		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. Select two features below and include costs in budget(s). Note: Applicants must propose at least \$200,000 in reasonable direct Urban Greening costs (must complete all applicable Capital Project budgets).										Yes		
Drought tolerant and native species landscaping and landscape restoration					Stormwater features into public open spaces							
Urban Greening costs:		AHD:	\$200,000	HRI:	\$0	STI:	\$0	TRA:	\$92,000	Total Urban Greening costs	\$292,000	
(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					§106(a)(7) calculation:		1.00	If No, Project has insufficient funding Commitments			Ok	
Note: must complete applicable project/program worksheets (funding sources)												
(10) Is application 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)?										Yes		
AHD		Yes		HRI		No		STI		No	TRA	No
If Yes , provide a narrative discussion on the number of impacted households and provided relocation assistance including what actions have or will be taken to comply with State Relocation Assistance Law? If No , provide documentation supporting relocation is not required.		The Project requires the relocation of 14 households and demolition of 14 public housing units. San Francisco Housing Authority (SFHA) will assist affected households in relocating temporarily to vacant rehabbed units elsewhere within the Sunnydale public housing site or permanently to other SFHA-subsidized affordable housing within San Francisco. All households will be noticed and provided relocation assistance per URA, CRAL, and Sunnydale HOPE SF Relocation Plan.										
File Name	Reloc Plan	Applicants must provide a Relocation Plan or documentation supporting no relocation.					Uploaded to HCD?		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. 1 of Title VII? Projects located on Trust Land, as defined in Appendix B(a)(1), (2), are exempt from this requirement												
File Name	Hsng Element Letter	A jurisdiction's current housing element status is obtainable thru HCD's website					Uploaded to HCD?		Yes			
(18) Climate adaptation measures are integrated into Project through the "Community Climate Resiliency" scoring in §107(m) - <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		
(26) Projects involving new construction, acquisition and Substantial Rehabilitation, or conversion of nonresidential structures to residential dwelling units will be capable of accommodating broadband service with at least a speed of 25 megabits per second for downloading and 3 megabits per second for uploading (25/3)?										Yes		
Applicant Information §105												
File Name	Indian Tribe	If applicable, for all Federally recognized Indian Tribe Applicants, upload documentation to support requirements as described in Appendix B.					Uploaded to HCD?		N/A			
Will a Public Agency have a real property interest in the proposed Project §105(a)(3)? (if Yes, your application must include one of the following below)										Yes		
1. Application will include the Public Agency as a joint applicant												
File Name	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.					Uploaded to HCD?		Yes			
AHD Developer	Will the AHD Developer be an applicant? Yes Identify the required Developer attachments below as App1.											
Developer name	The Related Companies of California, LLC				Eligibility	AHD Developer	Organization type	Limited Liability Company				
Address	44 Montgomery Street, Suite 1300				City	San Francisco	State	CA	Zip	94104		
Auth Rep	Ann Silverberg	Title	CEO NorCal Affordable	Email	asilverberg@related.com		Phone	(415) 677-9000				
Contact	Ann Silverberg	Title	CEO NorCal Affordable	Email	asilverberg@related.com		Phone	(415) 677-9000				
Address	44 Montgomery Street, Suite 1300				City	San Francisco	State	CA	Zip	94104		
File Name	App1 Cert & Legal	See Certifications & Legal worksheet.					Uploaded to HCD?		Yes			
File Name	App1 Resolution	Signature required; see Applicant Documents worksheet.					Uploaded to HCD?		Yes			
File Name	App1 OrgDoc1, OrgDoc2, etc...	See Applicant Documents worksheet.					Uploaded to HCD?		Yes			
File Name	App1 OrgChart	See Applicant Documents worksheet.					Uploaded to HCD?		Yes			
File Name	App1 Signature Block	See Applicant Documents worksheet.					Uploaded to HCD?		Yes			
File Name	App1 Payee Data Record	See Applicant Documents worksheet.					Uploaded to HCD?		Yes			

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File Name	App1 FISCAL TIN Form	See Applicant Documents worksheet.						Uploaded to HCD?	N/A	
File Name	App1 Cert of Good Standing	Dated 30 days or less from the application due date.						Uploaded to HCD?	Yes	
File Name	App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations						Uploaded to HCD?	N/A	
Applicant #2										
Entity name	Mercy Housing California	Eligibility				Organization type		Non-profit Public Benefit Corporation		
Address	1256 Market Street				City	San Francisco	State	CA	Zip	94102
Auth Rep	Ramie Dare	Title	Vice President			Email	rdare@mercyhousing.org		Phone	(415) 355-7118
Contact	Ramie Dare	Title	Vice President			Email	rdare@mercyhousing.org		Phone	(415) 355-7118
Address	1256 Market Street				City	San Francisco	State	CA	Zip	94102
File Name	App2 Cert & Legal	See Certifications & Legal worksheet.						Uploaded to HCD?	Yes	
File Name	App2 Resolution	Signature required; see Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	App2 OrgDoc1, OrgDoc2, etc...	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	App2 OrgChart	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	App2 Signature Block	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	App2 Payee Data Record	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	App2 FISCAL TIN Form	See Applicant Documents worksheet.						Uploaded to HCD?	N/A	
File Name	App2 Cert of Good Standing	Dated 30 days or less from the application due date.						Uploaded to HCD?	Yes	
File Name	App2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations						Uploaded to HCD?	Yes	
Applicant #3 (if applicable)										
Entity name	City and County of San Francisco	Eligibility				Organization type		Public Agency		
Address	1 South Van Ness Avenue				City	San Francisco	State	CA	Zip	94103
Auth Rep	Eric Shaw	Title	Director			Email	eric.shaw@sfgov.org		Phone	(415) 701-5616
Contact	Sara Amaral	Title	Senior Project Manager			Email	sara.amaral@sfgov.org		Phone	(415) 701-5614
Address	1 South Van Ness Avenue				City	San Francisco	State	CA	Zip	94103
File Name	App3 Cert & Legal	See Certifications & Legal worksheet.						Uploaded to HCD?	Yes	
File Name	App3 Resolution	Signature required; see Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	App3 OrgDoc1, OrgDoc2, etc...	See Applicant Documents worksheet.						Uploaded to HCD?	N/A	
File Name	App3 OrgChart	See Applicant Documents worksheet.						Uploaded to HCD?	N/A	
File Name	App3 Signature Block	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	App3 Payee Data Record	See Applicant Documents worksheet.						Uploaded to HCD?	N/A	
File Name	App3 FISCAL TIN Form	See Applicant Documents worksheet.						Uploaded to HCD?	Yes	
File Name	App3 Cert of Good Standing	Dated 30 days or less from the application due date.						Uploaded to HCD?	N/A	
File Name	App3 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations						Uploaded to HCD?	N/A	
Applicant #4 (if applicable)										
Entity name		Eligibility				Organization type				
Address						City		State		Zip
Auth Rep		Title				Email			Phone	
Contact		Title				Email			Phone	
Address						City		State		Zip
File Name	App4 Cert & Legal	See Certifications & Legal worksheet.						Uploaded to HCD?		
File Name	App4 Resolution	Signature required; see Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App4 OrgDoc1, OrgDoc2, etc...	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App4 OrgChart	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App4 Signature Block	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App4 Payee Data Record	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App4 FISCAL TIN Form	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App4 Cert of Good Standing	Dated 30 days or less from the application due date.						Uploaded to HCD?		
File Name	App4 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations						Uploaded to HCD?		
Applicant #5 (if applicable)										
Entity name		Eligibility				Organization type				
Address						City		State		Zip
Auth Rep		Title				Email			Phone	
Contact		Title				Email			Phone	
Address						City		State		Zip
File Name	App5 Cert & Legal	See Certifications & Legal worksheet.						Uploaded to HCD?		
File Name	App5 Resolution	Signature required; see Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App5 OrgDoc1, OrgDoc2, etc...	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App5 OrgChart	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App5 Signature Block	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App5 Payee Data Record	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App5 FISCAL TIN Form	See Applicant Documents worksheet.						Uploaded to HCD?		
File Name	App5 Cert of Good Standing	Dated 30 days or less from the application due date.						Uploaded to HCD?		
File Name	App5 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations						Uploaded to HCD?		
Development Team Contacts (provide information that is currently available)										
Owner/Borrower Entity										
Legal name	Sunnydale Block 3A Housing Partners, L.P.					Organization type		Limited Partnership		
Address	44 Montgomery Street, Suite 1300				City	San Francisco	State	CA	Zip	94104
Auth Rep	Ann Silverberg	Title	Vice President			Email	asilverberg@related.com		Phone	(415) 677-9000
Contact	Ann Silverberg	Title	Vice President			Email	asilverberg@related.com		Phone	(415) 677-9000
Address	44 Montgomery Street, Suite 1300				City	San Francisco	State	CA	Zip	94104
File Name	Owner Cert & Legal	See Certifications & Legal worksheet.						Uploaded to HCD?	Yes	

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File Name	Owner Resolution	Signature required; see Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Owner OrgDoc1, OrgDoc2,	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Owner OrgChart	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Owner Signature Block	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Owner Payee Data Record	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Owner FISCAL TIN Form	See Applicant Documents worksheet.		Uploaded to HCD?	N/A
File Name	Owner Cert of Good Standing	Dated 30 days or less from the application due date.		Uploaded to HCD?	Yes
File Name	Owner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.		Uploaded to HCD?	N/A
In the cell below, select an applicable controlling party to the organization type in cell AE166					
Controlling party #1 title		Managing General Partner			
Legal Name	Mercy Transformation LLC			Organization Type	Limited Liability Company
Address	1256 Market Street		City	San Francisco	State CA Zip 94102
Auth Rep	Ramie Dare	Title	Vice President	Authorized Rep. Email	rdare@mercyhousing.org Phone (415) 355-7118
Contact	Ramie Dare	Title	Vice President	Contact Email	rdare@mercyhousing.org Phone (415) 355-7118
Address	1256 Market Street		City	San Francisco	State CA Zip 94102
File Name	Managing General Partner Cert & Legal	See Certifications & Legal worksheet.		Uploaded to HCD?	Yes
File Name	Managing General Partner Reso	Signature required; see Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Managing General Partner OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Managing General Partner OrgChart	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Managing General Partner Signature Block	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Managing General Partner Payee Data Record	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Managing General Partner TIN	See Applicant Documents worksheet.		Uploaded to HCD?	N/A
File Name	Managing General Partner Cert of Good Standing	Dated 30 days or less from the application due date.		Uploaded to HCD?	Yes
File Name	Managing General Partner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.		Uploaded to HCD?	Yes
In the cell below, select an applicable controlling party to the organization type in cell AE166					
Controlling party #2 title		Administrative General Partner			
Legal Name	Related/Sunnydale Block 3A Development Co., LLC			Organization Type	Limited Liability Company
Address	44 Montgomery Street, Suite 1300		City	San Francisco	State CA Zip 94104
Auth Rep	Ann Silverberg	Title	Vice President	Authorized Rep. Email	asilverberg@related.com Phone (415) 677-9000
Contact	Ann Silverberg	Title	Vice President	Contact Email	asilverberg@related.com Phone (415) 677-9000
Address	44 Montgomery Street, Suite 1300		City	San Francisco	State CA Zip 94104
File Name	Administrative General Partner Cert & Legal	See Certifications & Legal worksheet.		Uploaded to HCD?	Yes
File Name	Administrative General Partner Reso	Signature required; see Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Administrative General Partner OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Administrative General Partner OrgChart	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Administrative General Partner Signature Block	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Administrative General Partner Payee Data Record	See Applicant Documents worksheet.		Uploaded to HCD?	Yes
File Name	Administrative General Partner TIN	See Applicant Documents worksheet.		Uploaded to HCD?	N/A
File Name	Administrative General Partner Cert of Good Standing	Dated 30 days or less from the application due date.		Uploaded to HCD?	Yes
File Name	Administrative General Partner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.		Uploaded to HCD?	N/A
In the cell below, select an applicable controlling party to the organization type in cell AE166					
Controlling party #3 title					
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	Cert & Legal	See Certifications & Legal worksheet.		Uploaded to HCD?	
File Name	Reso	Signature required; see Applicant Documents worksheet.		Uploaded to HCD?	
File Name	OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.		Uploaded to HCD?	

Overview										4/27/21	
File Name	OrgChart	See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	Signature Block	See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	Payee Data Record	See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	TIN	See Applicant Documents worksheet.						Uploaded to HCD?			
File Name	Cert of Good Standing	Dated 30 days or less from the application due date.						Uploaded to HCD?			
File Name	Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.						Uploaded to HCD?			
Transit Agency Partner (applicable to STI and TRA components)											
Legal name	Peninsula Corridor Joint Powers Board			Contact	David Pape		Email	paped@samtrans.com			
Phone		Address	1250 San Carlos Ave		City	San Carlos		State	CA	Zip	94070
Property Management Agent											
Legal name	Mercy Housing Management Group			Contact	Jacquie Hoffman		Email	jhoffman@mercyhousing.org			
Phone	(415) 355-7124	Address	1256 Market Street		City	San Francisco		State	CA	Zip	94102
Financial Consultant											
Legal name	California Housing Partnership (CHPC)			Contact	Zorica Stancevic		Email	zstancevic@chpc.net			
Phone	(415) 738-7793	Address	369 Pine Street, Suite 300		City	San Francisco		State	CA	Zip	94104
Primary Service Provider											
Legal name	Mercy Housing California			Contact	David Fernandez		Email	dfernandez@mercyhousing.org			
Phone	(415) 355-7138	Address	1256 Market Street		City	San Francisco		State	CA	Zip	94102
Borrower Legal Counsel											
Legal name	Bocarsly Emden Cowan Esmail & Arndt LLP			Contact	Daryll Kidd		Email	dkidd@bocarsly.com			
Phone	(213) 239-8020	Address	633 West Fifth Street, 64th Floor		City	Los Angeles		State	CA	Zip	90071
General Contractor											
Legal name	Nibbi Brothers General Contractors			Contact	Tom Giarrusso		Email	tomg@nibbi.com			
Phone	(415) 863-1820	Address	1000 Brannan Street		City	San Francisco		State	CA	Zip	94103
Architect											
Legal name	David Baker Architects			Contact	Daniel Simons		Email	danielsimons@dbarchitect.com			
Phone	(415) 799-4585	Address	461 Second Street, Suite 127		City	San Francisco		State	CA	Zip	94107
Development Funding Source											
Legal name	City and County of San Francisco			Contact	Eric Shaw		Email	eric.shaw@sfgov.org			
Phone	(415) 701-5616	Address	1 South Van Ness Avenue		City	San Francisco		State	CA	Zip	94103
Development Funding Source											
Legal name	U.S. Bancorp Community Development Corporation			Contact	Sebastian Glowacki		Email	sebastian.glowacki@usbank.com			
Phone	(303) 585-4230	Address	621 Capitol Mall, Suite 800		City	San Francisco		State	CA	Zip	95814
Development Funding Source											
Legal name	U.S. Bancorp Community Development Corporation			Contact	Lisa Gutierrez		Email	lisa.gutierrez@usbank.com			
Phone	(916) 498-3457	Address	621 Capitol Mall, Suite 800		City	San Francisco		State	CA	Zip	95814
Development Funding Source											
Legal name				Contact			Email				
Phone		Address			City			State		Zip	
Development Funding Source											
Legal name				Contact			Email				
Phone		Address			City			State		Zip	
Rent/Operating Subsidy Source											
Legal name	San Francisco Housing Authority			Contact	Tonia Lediju		Email	ledijut@sfha.org			
Phone	(415) 715-5200	Address	1815 Egbert Avenue		City	San Francisco		State	CA	Zip	94124
Rent/Operating Subsidy Source											
Legal name				Contact			Email				
Phone		Address			City			State		Zip	

Required Applicant Documentation

4/27/21

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. The hard copy Certifications & Legal Disclosure should be submitted with the application as detailed in the NOFA.

Resolutions

Applicant may use their own Resolution format as long as it contains ALL of the authorizations as in the sample.

The person attesting to the resolution signing cannot be the same person authorized to execute the documents in the name of the applicant.

If more than one authorized signatory is identified, state whether both signatories are required or only one signatory is required to submit and execute Program docs.

If the application is being signed by a designee of the authorized signatory, the applicant must also submit a designee letter or other proof of signing authority.

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

Organizational Documents

Organizational documents are required for all Applicants, except where a joint applicant is a governmental entity. Governmental entities are not required to submit organizational documents with the application.

Submit organizational documents supporting the Resolution submitted with the application.

Corporation organizational documents

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

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

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

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

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

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

Certificate of Good Standing certified by Secretary of State.

[Any other CA Secretary of State filings applicable to revivals, conversions or mergers.](#)

Limited Liability Company organizational documents

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

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

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

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

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

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

Certificate of Good Standing certified by Secretary of State.

[Any other CA Secretary of State filings applicable to revivals, conversions or mergers.](#)

Limited Partnership organizational documents

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

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

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

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

Certificate of Good Standing certified by Secretary of State.

[Any other CA Secretary of State filings applicable to revivals, conversions or mergers.](#)

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 the HCD legal documents such as the Standard Agreement.

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

The TIN must be submitted by all governmental entity Applicants. All other Applicants must submit the STD-204 Payee Data Record. [Forms available on AHSC website](#)

Certification & Legal Disclosure

4/27/21

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

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

None

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

Ann Silverberg	Authorized Signatory		6/8/21
Printed Name	Title of Signatory	Signature	Date

Legal Disclosure

For purposes of the following questions, and with the exceptions noted below, the term "applicant" shall include the applicant and joint applicant, and any subsidiary of the applicant or joint applicant if the subsidiary is involved in (for example, as a guarantor) or will be benefited by the application or the project.

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

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

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

Exceptions:

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

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

Civil Matters

1. Has the applicant filed a bankruptcy or receivership case or had a bankruptcy or receivership action commenced against it, defaulted on a loan or been foreclosed against in <i>past ten years</i> ?	No
2. Is the applicant currently a party to, or been notified that it may become a party to, any civil litigation that may materially and adversely affect (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	No
3. Have there been any administrative or civil settlements, decisions, or judgments against the applicant within the past ten years that materially and adversely affected (a) the financial condition of the applicant's business, or (b) the project that is the subject of the application?	No
4. Is the applicant currently subject to, or been notified that it may become subject to, any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency?	No
5. In the past ten years, has the applicant been subject to any civil or administrative proceeding, examination, or investigation by a local, state or federal licensing or accreditation agency, a local, state or federal taxing authority, or a local, state or federal regulatory or enforcement agency that resulted in a settlement, decision, or judgment?	No

Criminal Matters

6. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, felony charges against the applicant?	No
7. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, misdemeanor charges against the applicant for matters relating to the conduct of the applicant's business?	No
8. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, involving, or that could result in, criminal charges (whether felony or misdemeanor) against the applicant for any financial or fraud related crime?	No
9. Is the applicant currently a party to, or the subject of, or been notified that it may become a party to or the subject of, any criminal litigation, proceeding, charge, complaint, examination or investigation, of any kind, that could materially affect the financial condition of the applicant's business?	No
10. Within the past ten years, has the applicant been convicted of any felony?	No
11. Within the past ten years, has the applicant been convicted of any misdemeanor related to the conduct of the applicant's business?	No
12. Within the past ten years, has the applicant been convicted of any misdemeanor for any financial or fraud related crime?	No

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

File Name:	Cert & Legal Explanation	Letter of explanation for any "Yes" answers or red shaded items above.	Uploaded to HCD?	N/A
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Ann Silverberg	Authorized Representative		6/8/21
Printed Name	Title of Signatory	Signature	Date

1) Sponsor/Developer Experience

The Sponsors/Developers are The Related Companies of California (Applicant 1, "Related") and Mercy Housing California (Applicant 2, "Mercy"). Together, the two firms are co-Master Developers of the Sunnydale public housing revitalization effort in which this AHSC Project will contribute towards. Related is a fully integrated real estate development firm with 30 years of experience. It has completed and currently operates over 12,000 LIHTC affordable housing units throughout California. Mercy has developed and currently operates more than 9,000 homes throughout California serving lower income families, seniors, and people who have experienced homelessness. Mercy also provides robust resident service coordination to its residents in addition to property management through its affiliate, Mercy Housing Management Group.

2) Topography and Special Site Features

The AHD site is on the 1500 block of Sunnydale Avenue in San Francisco. The AHD will be a 5-story Type V/Type I mixed-use development with approximately 19,000 square feet of ground floor neighborhood retail and service spaces including a wellness center to be operated by SF Department of Public Health, an early childhood education center to be operated by Felton Institute, Mercy's centralized Sunnydale property management and services office, and 80 affordable family units above. A resident-only courtyard will be on the second floor. Laundry rooms will be available on each floor with larger units having in-unit W/Ds. The site has a downward slope of about 5% from the northwest corner to the southeast corner. The front entrance will be along Sunnydale Avenue to the north. A publicly accessible pedestrian mews is contemplated on the west side. The AHD will seek Green Point Rated Gold and will be powered entirely by electricity (no natural gas infrastructure).

3) Proposed Tenant Population

The AHD comprises 80 affordable units ranging from studios to four-bedrooms. Of the 80 total units, 60 units (75%) will be set aside for Sunnydale public housing households assisted by Project-Based Section 8 Vouchers (PBV) through a 20-year Project-Based Section 8 contract with a maximum affordability of 50% AMI. The contract will be administered by SFHA through a non-competitive process. 19 units will be tax credit affordable units for households at or below 60% AMI. There is one manager's unit.

4) Specific Issues (relocation, environmental, historical, etc.)

Relocation: The Project requires the temporary relocation of about 14 households and demolition of 14 public housing units. SFHA will assist affected households in relocating temporarily to vacant rehabbed units elsewhere within the Sunnydale public housing site or permanently to other SFHA-subsidized affordable housing within San Francisco. All households will be noticed and provided relocation assistance per URA, CRAL, and Sunnydale HOPE SF Relocation Plan.

Environmental: Hazmat testing will be performed to create an approved abatement and demolition plan prior to the demolition. Similar structures within the Sunnydale HOPE SF site contain lead, asbestos-containing materials, and PCBs.

Historic: The buildings to be demolished for the new construction of the AHD are not historic.

5) Demolition, if applicable

Two buildings comprising 14 public housing units will be abated and demolished.

6) Rehabilitation, if applicable

N/A

7) Will Prevailing Wage be paid

Yes.

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

	Project Name	Description (include: descriptive information such as on-site resident or community amenities, climate adaptive features, and resources in the immediate vicinity)	Address	City	Zip	County	Lat.	Log.	Census Tracts	APNs
AHD	Sunnydale HOPE SF Block 3A	The AHD project comprises 80 new affordable units for households between 30% and 60% TCAC AMI plus approximately 19,000 square feet of ground floor neighborhood retail and nonprofit spaces. The unit mix consists of 4 studios, 24 one-bedroom units, 28 two-bedroom units, 16 three-bedroom units, and 8 four-bedrooms. Seventy-five percent of the units (60 units) are assisted by Project-Based Section 8 Vouchers (PBV) through a 20-year Project-Based Section 8 contract, which is made available by San Francisco Housing Authority through a non-competitive process.	Lot 3 Tentative Map 9537	San Francisco	94134	San Francisco	37.71214654	-122.4171167	6075060502	6311-011
HRI										

AHD Information:		Area Calculations:		Unit Count		Building Count		Elevator Count		Density Project Type	
Land Area	Acres	0.83		Units/Acre	96	# of Bldgs	1	# of Elevators	2	Mixed Use Project MU	
Residential Rental	sq. ft.	67,380		# of Units	80	# of Bldgs	0	# of Elevators	0		
Homeownership	sq. ft.	0		# of Units	0	# of Bldgs	0	# of Elevators	0		
Commercial	sq. ft.	19,017		# of Units/Spaces		# of Bldgs	0	# of Elevators	0		
Resident Non-Rental	sq. ft.	16,370		# of Units/Spaces		# of Bldgs	0	# of Elevators	0		
Other (Mixed Use)	sq. ft.	0		# of Units/Spaces		# of Bldgs	0	# of Elevators	0	Multiple Parcels	
Number of car share parking spaces		0		Number of electric vehicle charging parking spaces		0		Number of uncovered guest parking spaces		0	
# of car parking spaces		60		Parking ratio: car spaces/total units		3:4		Total # of bicycle parking spaces		80	
Parking ratio: bicycle spaces/total units								Parking ratio: bicycle spaces/total units		1:1	
Is the AHD a scattered site project? §103(a)(1)(B)(ii)		No									

AHD Capital Projects §103(a)(1)

(A)(i) Select from the dropdown menu one or more of the following qualified AHD development types related to your Project	New construction	Ok								
(A)(ii) The AHD must be located within a half mile from a Transit Station/Stop that meets Project Area transit requirements per §102(c) or (d).	AHD distance from Transit Station/Stop	0.1 Miles	Ok							
(A)(iii) Must include at least 20% of the total residential units as Affordable Units (must complete "Max Funds & Unit Mix" 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 "Max Funds & Unit Mix" worksheet).		Yes								
Extremely Low Income (ELI) 15-30% AMI units	17	Very Low Income (VLI) 31-50% AMI units	43	(iii) % Affordable units	99%	Affordability:	Rental	48%	HO	0%
(A)(iv)(a) Must meet minimum Net Density requirements upon completion of the AHD.		Ok								

Total Sites Area in Square Feet	36,155	Total Buildings Floor Area in Sq. Feet	102,767	(iv) Calculated Floor Area:	Ok	2.65
(Less Qualified* Square Feet Deductions):		(Less Excluded Areas in Square Feet):		(iv) Calculated Net Density:	Ok	
Dedicated streets	0	Mechanical Space	1,800	*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	0	Cellar space	0			
Parks	0	Floor space in open balconies	5,191			
Open Space	0	Enclosed parking	0			
Other	0	Elevator or stair bulkheads	0			
Net Site Area-acres	0.83	Net Site Square Feet	36,155	Net Building Square Feet		95,776

File Name	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.	Uploaded to HCD?	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			
Prior to rehab - existing # of units		AHD Project units	80	Prior to rehab - percentage of total affordable		AHD percentage of total affordability	99%

(A)(v) Must supply one Secure Overnight Bicycle Parking Spots per every two units (describe below, Secure Overnight Bicycle Parking proposed including a description of how bicycles are secured (i.e., bike locker, bike building, etc.))	# of Secure Overnight Bicycle Parking spots at AHD	80	Ok
Bike parking will be located inside the adjacent building in secured rooms to which only residents will have access. The AHD will maintain a 1:1 bike space to unit ratio (80 spaces).			

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

Number of laundry rooms	4	Gated site entry	No	Community room	Yes	Picnic/BBQ area	No	Ground level courtyard	Yes
Fitness room	No	Building card key	Yes	Community kitchen	Yes	Tot lot or playground	No	Private shared and level courtyard	Yes
Swimming pool	No	Security patrol	No	Computer room	No	Sports/tennis court	No	Other amenity (specify)	
Jacuzzi/Sauna	No	Security cameras	Yes	High speed internet	Yes	Secured package room	Yes	Other amenity (specify)	

AHD Unit Amenities

Air conditioning	No	Disposal	Yes	Walk-in closet	No	Free cable TV	No	Fenced rear yard	No
Refrigerator	Yes	Dishwasher	Yes	Curtains/Blinds	No	Lofts	No	Other amenity (specify)	
Range	Yes	Washer	No	Fireplace	No	Balcony	No	Other amenity (specify)	
Microwave	No	Dryer	No	Emergency Call	No	Patio	No	Other amenity (specify)	

AHD Eligible Costs §103(a)(1)(C) and Ineligible Costs §103(c)

	Budgeted	Cost Cap	Overage
§103(a)(1)(C)(ii) The total amount of eligible AHD soft costs cannot exceed 10% of the total AHSC Program award.	\$0	\$2,120,530	\$0

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

Yes

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

(i) Are capital improvements in the HRI budget required by a locality, transit agency, or special district? If Yes, are improvements a condition to the approval of the AHD?

File Name	Cap Improvements Req	Documentation from a Locality, transit agency or special district that capital improvements are required	Uploaded to HCD?	N/A
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	Budgeted	Cost Cap	Overage	
(ii) Total amount of eligible HRI soft costs cannot exceed 10% of the total AHSC Program award.	\$0	\$2,120,530	\$0	Ok
(iv) Total amount of eligible environmental remediation costs cannot exceed 50% of the total AHSC HRI grant funds.	\$0	\$0	\$0	Ok
(v) Total amount of eligible real property acquisition of the HRI Project site and associated fees cannot exceed 10% of the total AHSC Program award.	\$0	\$2,120,530	\$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

§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.
 AHD will provide, at no charge, one unlimited monthly transit pass for 36 months (three years) to all units restricted to 60% AMI or less meeting the threshold in Section 106(a)(4) of the AHSC guidelines.
 Number of passes or cards that will be provided: Is there at least one pass per restricted unit? Type of transit passes provided:

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

File Name	SFH Lease Addendum	§106(a)(5) Smoke Free Housing Lease Addendum, must be submitted prior to construction close.	Uploaded to HCD?	N/A
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(8) For the AHD, can you provide documentation of completion and approval or adoption of all necessary environmental clearances including those required under the CEQA and if applicable, NEPA, and all applicable time periods for filing appeals or lawsuits have lapsed within 30 days of the application due date with lawsuits or appeals filed?

NEPA:	Is Federal funding proposed that will trigger NEPA requirements?	<input type="text" value="Yes"/>	If Yes, enter date of "Authority to Use Grant Funds"	<input type="text" value="8/17/15"/>
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CEQA:	Project approved "by-right"?	<input type="text" value="Yes"/>	Is Project Categorically Exempt?	<input type="text" value="No"/>	Negative Declaration date		Final EIR date	<input type="text" value="7/9/15"/>
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Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.
 On July 9, 2015, SF Planning Commission certified as adequate and complete the AHD's EIR/EIS in accordance with CEQA and Administrative Code Chapter 31. The Commission adopted the findings on November 17, 2016. On August 17, 2015, the AHD received its Authority of Use Grant Funds forms from HUD evidencing NEPA clearance.

File Name	AHD Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	Yes
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File Name	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.	Uploaded to HCD?	Yes
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(9) Have all necessary discretionary local land use approvals been granted? (if entitlements from the local jurisdiction can be secured/submitted within 30 calendar days after application due date, select "Within 30 days" if this applies to any approvals). Applicants must provide a listing and status of applicable discretionary local land use entitlements and permits required to complete the AHD Project that have been granted, submitted or to be applied for to local agencies, or consistent with local planning docs.

Agency / Issuer	Land Use Approval Date	Approval Type	Comments
SF Planning Department	1/27/20	Development Plan Approval	Development Phase (comprising AHD) Approval

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

File Name	AHD Market Study	Provide a completed market study prepared within one year of the application due date.	Uploaded to HCD?	Yes
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(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)	Disposition and Development Agreement	Most recent document execution date	<input type="text" value="3/3/17"/>
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If leasehold estate:	Rent based on restricted land value?	<input type="text" value="No"/>	Is acquisition cost \$0 in AHD Dev. Budget?	<input type="text" value="No"/>	Prepaid lease loan used? If so answer (a-c)	<input type="text" value="No"/>
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(a) Funding amount based on the Present Value of lease payments?	<input type="text" value="N/A"/>	(b) Lender requesting Residual Receipts (not permissible)	<input type="text" value="N/A"/>	(c) Has loan amount been entered as a finance cost?	<input type="text" value="N/A"/>
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Describe any special site-control circumstances.
 Exclusive development rights and site control are provided through a Master Development Agreement (MDA) between the San Francisco Housing Authority (SFHA), which owns the land; the City and County of San Francisco; and the Master Developer, whose members consist of the parent companies of the Project Owner's General Partners.

File Name	AHD Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	Yes
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File Name	AHD Preliminary Title Report	PTR, that is no more than 6 months old for the AHD Project.	Uploaded to HCD?	Yes
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(12) Applicant (The Related Companies of California, LLC) 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.

(12) Which applicant demonstrates the prior experience noted below:

AHD Past Project #1	AHD Past Project #2
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Sunnydale HOPE SF Block 3A AHD and HRI Overview PIN 47838

4/27/21

Project Name	94th and International (Acts Cyrene Apartments)	Paradise Creek II (National City)			
Development Entity	Oakland International Housing Partners, L.P., whose Administrative General Partner is an entity of The Related Companies of California (Applicant 1)	Paradise Creek II Housing Partners, L.P., whose Administrative General Partner is an entity of The Related Companies of California (Applicant 1)			
Completion Date	12/1/17	5/1/18			
Project Tenure	Approx. 3.5 years	Approx 3 years			
Number of units	59	92			
Units per Acre	74 units per acre	43 units per acre			
Commercial (square feet)	3,500	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 TOD with 201 low-income apartments for households between 30% and 50% AMI. Co-developed by Related California and Community HousingWorks, Paradise Creek II comprises 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 studios, 21 one-bedroom units, 36 two-bedroom units, and 29 three-bedroom units in two residential buildings.			
File Name	Past Exp AHD1, Past Exp AHD2	Certificates of Occupancy for two recently completed affordable housing developments.	Uploaded to HCD?	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 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 site is not within land designated as agricultural land per the FMMP tool.					
File Name	AHD No Ag	Demonstrate the AHD site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes	
If "No", demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A):					
File Name	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).	Uploaded to HCD?	N/A	
(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 involves new construction or Substantial Rehabilitation and requires the demolition of existing residential units, it is only eligible 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).					
New Construction or Substantial Rehabilitation Project: is demolition of existing residential required (only eligible if the number of bedrooms in the new Project is at least equal to the total number of bedrooms in the demolished structures)?	Yes	Number of bedrooms in the demolished structures?	38	Number of bedrooms in new Project?	164
(20)(D) If the AHD and/or HRI 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. Explain below how this requirement is satisfied. If not applicable, indicate "N/A" below.					
The AHD will replace the demolition of 14 units comprising 38 bedrooms with 80 units comprising 164 bedrooms in total. The AHD will meet all of the criteria noted above.					
(20)(E) 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 local, State, and Federal Fair Housing requirements during lease-up and operations.					
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.					
File Name	HRI Environmental	Copy of all environmental reports and clearances (e.g. EIR, Phase 1 Notice of Exemption).	Uploaded to HCD?	N/A	
File Name	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.	Uploaded to HCD?	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.					
File Name	HRI Market Study	Completed market study prepared within one year of the application due date.	Uploaded to HCD?	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.					
File Name	HRI Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	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.

(12) Which applicant demonstrates the prior experience noted below:

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

File Name Past Exp HRI1, Past Exp HRI2 Certificates of Occupancy for two recently completed affordable housing developments. Uploaded to HCD? N/A

(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 to 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.

File Name HRI No Ag Demonstrate the HRI site is not within land designated as agricultural land per FMMP tool. Uploaded to HCD? N/A

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

File Name HRI Ag Infill Demonstrate that HRI Project site qualifies as an Infill Site (as defined in Appendix A). Uploaded to HCD? 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.

(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.

File Name 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. Uploaded to HCD? N/A

Article XXXIV Authority

Article XXXIV opinion letters submitted to HCD must demonstrate the applicant has considered both the legal requirements of Article XXXIV and the Project's relevant facts (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 Article XXXIV requirements of the California Constitution have been satisfied or are inapplicable.

File Name Article XXXIV Attorney Opinion Demonstrate legal requirements of Article XXXIV and relevant Project facts have been considered. Uploaded to HCD? Yes

Does the locality have sufficient Article XXXIV Authority to accommodate the Project? (If Project doesn't have Article XXXIV authority, AHSC may be limited to restricting no more than 49% of the total units.) **Yes** If yes, document Article XXXIV Project authority. 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.

File Name Article XXXIV Authority Copy of document providing Authority. Uploaded to HCD? Yes

Tax Credits

Select appropriate entry for each item:

Project Tax Credit Type	4%	Federal	Yes	Proposed equity investor contribution (\$)	\$29,528,119	Anticipated tax credit factor	\$0.9000	App rate	4.00%
		State	No	Proposed equity investor contribution (\$)	\$0	Anticipated tax credit factor	\$0.0000	App rate	0.00%

Timeframe for applying for 4% Tax Credits	Proposed month	April	Proposed year	2022
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If already awarded, date of the Tax Credit Reservation

File Name Tax Credit Reservation If the Project has already received a tax credit reservation, upload documentation. Uploaded to HCD? 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, FHLB Affordable Housing Program**

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.

Sunnydale HOPE SF Block 3A AHD and HRI Overview PIN 47838

4/27/21

Capital Project Milestone Schedule	AHD Date	HRI Date
Executed binding agreement between the Sponsor and developer of the proposed Affordable Housing Development detailing the terms and conditions of the Project.	3/3/17	N/A
Site Control of Affordable Housing Development site(s) by proposed housing developer.	3/3/17	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	11/17/16	N/A
Obtaining all necessary and discretionary public land use approvals.	11/17/16	N/A
Obtaining all enforceable funding commitments for at least the first phase of the Housing Development supported by the infrastructure Project.	6/8/21	N/A
Obtaining all enforceable funding commitments for all construction period financing.	6/8/21	N/A
Obtaining enforceable commitments for all construction/permanent financing described in the Sources and Uses including substantially final construction and permanent loan documents, and Tax Credit syndication documents for remaining phases of Project.	N/A	N/A
Submission of Final Construction Drawings and Specifications to the appropriate local building department or permitting authority.	6/30/22	N/A
Commencement of construction.	10/31/22	N/A
Construction complete and the filing of the Notice of Completion.	8/31/24	N/A
Program funds fully disbursed.	12/31/24	N/A
<i>Have all milestone dates been entered above?</i>	Yes	N/A

Sunnydale HOPE SF Block 3A AHD Units and Maximum AHD-HRI Funds PIN 47838

4/27/21

AHD Unit Mix

(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)	(J)	(K)	(L)	(M)	(N)	(O)	San Francisco	Subsidy Program Name	Project Based Vouchers		Other HCD Funding Source	Other Funding Units	Building Type							
# of Bdrms	Unit Type	% of Area Median Income	Total Units	Total Rental Units	Total Homeowner (HO) Units	Total Unrestricted Units	Total Restricted Units	Total Affordable Rental Units	Total Affordable HO Units	Manager Units	Support. Housing Units	AHSC Assisted Units	Veterans Units	Senior Units	Monthly 2021 Rent	Unrestricted Monthly Rent	Proposed Monthly Rent	Utility Allowance	Monthly Rent Subsidy Amount	Subsidy Units	Monthly Rent Subsidy Amount	Subsidy Units	# of Baths	Square Feet	Other HCD Funding Source	Other Funding Units	Building Type	
0	Rental	60%	4	4		0	4	4	0			3			\$1,918		\$1,826	\$73									3-5 story mid-rise	
1	Rental	60%	8	8		0	8	8	0			7			\$2,055		\$1,957	\$102									3-5 story mid-rise	
2	Rental	60%	7	7		0	7	7	0			6			\$2,467		\$2,348	\$131									3-5 story mid-rise	
1	Rental	50%	11	11		0	11	11	0			3			\$1,713		\$1,282	\$102	\$1,520	11							3-5 story mid-rise	
2	Rental	50%	14	14		0	14	14	0			5			\$2,056		\$1,442	\$131	\$1,997	14							3-5 story mid-rise	
3	Rental	50%	12	12		0	12	12	0			4			\$2,375		\$1,602	\$161	\$2,893	12							3-5 story mid-rise	
4	Rental	50%	6	6		0	6	6	0			3			\$2,650		\$1,730	\$203	\$3,066	6							3-5 story mid-rise	
1	Rental	30%	5	5		0	5	5	0			4			\$1,027		\$979	\$102	\$1,823	5							3-5 story mid-rise	
2	Rental	30%	7	7		0	7	7	0			6			\$1,233		\$1,174	\$131	\$2,265	7							3-5 story mid-rise	
3	Rental	30%	3	3		0	3	3	0			2			\$1,425		\$1,357	\$161	\$3,138	3							3-5 story mid-rise	
4	Rental	30%	2	2		0	2	2	0			1			\$1,590		\$1,514	\$203	\$3,282	2							3-5 story mid-rise	
3	Rental	none	1	1		1	0	0	0	1					\$0												3-5 story mid-rise	
						0	0	0	0						\$0												3-5 story mid-rise	
						0	0	0	0						\$0													
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Sunnydale HOPE SF Block 3A HRI and AHD Sources of Development Funds PIN 47838

4/27/21

Construction Period Sources of Funds

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

	Committed by Application Due Date?	AHD vs HRI Source	Source Name (listed in order of lien priority)	Source Type	Lien No.	Amount	Interest Rate	Required Payment	Loan Term (months)	Residential Amount	Commercial Amount	*Details of Deferred Costs	
												Amount	Description
1		HRI	AHSC HRI Grant	State-HCD		\$0							
2	Yes	AHD	Tax Exempt Construction Loan	Private	1	\$40,406,589	3.40%	Interest Only	32	\$40,406,589		\$49,207	Perm Closing - Title/Escrow
3	Yes	AHD	Taxable Construction Loan	Private	1	\$15,669,324	3.55%	Interest Only	32	\$9,087,127	\$6,582,197	\$40,000	Perm Closing - Legal
4	Yes	AHD	SF- MOHCD	Local	2	\$12,614,000	3.00%	Deferred	32	\$12,614,000			
5	Yes	AHD	SF-MOHCD (Accrued/Deferred Interest)	Local	2	\$333,137	3.00%	Deferred	32	\$333,137		\$2,500	Perm Conv. - Syndication Consulting
6	Yes	AHD	Deferred Developer Fee	Private		\$3,700,000				\$3,700,000		\$32,800	TCAC Monitoring Fees
7	Yes	AHD	GP Capital	Private		\$100				\$100		\$659,482	Operative Reserve
8													
9													
10												\$979,359	Transition Reserve
11													
12													
13		AHD	*Deferred Costs (enter details at right)			\$2,710,394				\$2,710,394		\$947,046	Developer Fee
14	Yes	AHD	Equity Investor	USBCDC		\$2,952,812				\$2,952,812		\$2,710,394	
TOTALS						\$78,386,356				\$71,804,159	\$6,582,197		

Permanent Sources of Funds

# EFC	Committed by Application Due Date?	AHD vs HRI Source	Source Name See cell comments for Deferred Dev. Fee; list in lien priority order	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		HRI	AHSC HRI Grant	State-HCD		\$0										
2		AHD	AHSC AHD Funding	State-HCD	2	\$10,850,000	3.00%	Fixed for Term	55	MHP-Partial Interest Only	55	\$45,570		\$10,850,000		
3			Tax-Exempt Bond Loan													
4	Yes	AHD	Taxable Bond Loan	Private	1	\$21,361,000	5.91%	Fixed for Term	30	Fully Amortized	17	\$1,522,039		\$21,361,000		Yes
5	Yes	AHD	SF- MOHCD	Local	2	\$12,614,000	3.00%	Fixed for Term	55	Residual Receipts	55			\$12,614,000		
6	Yes	AHD	SF-MOHCD (Accrued/Deferred Interest)	Private	2	\$333,137	3.00%		55	Residual Receipts	55			\$333,137		
7	Yes	AHD	Deferred Developer Fee	Private		\$3,700,000	0.00%							\$3,700,000		
8	Yes	AHD	GP Capital	Private		\$100								\$100		
9																
10																
11																
12																
13																
14																
15	Yes	AHD	Equity - USBCDC			\$6,582,197										\$6,582,197
16	Yes	AHD	Equity Investor: USBCDC			\$22,945,922								\$22,945,922		
Total Permanent Funding Sources Amount						\$78,386,356						\$1,567,609	\$0	\$71,804,159	\$6,582,197	
Total Committed Non-AHSC AHD & HRI Funds						\$67,536,356	#####	<§107(f) Total Committed Non-AHSC AHD & HRI Funds								

See Appendix A (u) - 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.

File Name: EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc. Documentation for the 6 non-TCAC & non-AHSC AHD & HRI funding commitments. Uploaded to HCD? 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.

The AHD project is in the City of San Francisco, which is challenged by high construction cost. Further, 75% of the units are replacement public housing units for large households. The building includes a total of 164 bedrooms.

AHD Development Budget

4/27/21

DEVELOPMENT COST	Total Project Costs	Residential Costs	Commercial Costs	30% PVC for New Const/Rehab	30% PVC for Acquisition	Comments and explanation of basis changes
LAND COST/ACQUISITION						
Land Cost or Value	\$1	\$1	\$0			
Demolition	\$0					
Legal	\$20,000	\$18,625	\$1,375			
Land Lease Rent Prepayment	\$0					
Total Land Cost or Value	\$20,001	\$18,626	\$1,375			
Existing Improvements Cost or Value	\$0					
Off-Site Improvements	\$4,293,180	\$3,997,971	\$295,209			
Total Acquisition Cost	\$4,293,180	\$3,997,971	\$295,209		\$0	
Total Land Cost / Acquisition Cost	\$4,313,181	\$4,016,597	\$296,584			
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	\$1,920,056	\$1,788,029	\$132,027	\$1,788,029		
Structures	\$43,632,940	\$40,624,207	\$3,008,733	\$40,624,207		
General Requirements	\$3,372,385	\$3,140,492	\$231,893	\$3,140,492		
Contractor Overhead	\$1,383,823	\$1,288,668	\$95,155	\$1,288,668		
Contractor Profit	\$0					
Prevailing Wages	\$0					
General Liability Insurance	\$953,729	\$888,148	\$65,581	\$888,148		
Urban Greening	\$200,000	\$194,680	\$5,320	\$194,680		
Commercial Core & Shell	\$1,407,500	\$0	\$1,407,500			
Other New Construction: (Specify)	\$0					
Other New Construction: (Specify)	\$0					
Total New Construction Costs	\$52,870,433	\$47,924,224	\$4,946,209	\$47,924,224	\$0	
ARCHITECTURAL FEES						
Design	\$1,030,550	\$959,687	\$70,863	\$959,687		
Supervision	\$240,950	\$224,382	\$16,568	\$224,382		
Total Architectural Costs	\$1,271,500	\$1,184,069	\$87,431	\$1,184,069	\$0	
Total Survey & Engineering	\$1,197,500	\$1,115,158	\$82,342	\$1,115,158		
CONSTRUCTION INTEREST & FEES						
Construction Loan Interest	\$3,131,068	\$2,848,626	\$282,442	\$1,638,572		
Origination Fee	\$420,569	\$409,373	\$11,196	\$37,707		
Credit Enhancement/Application Fee	\$53,800	\$52,368	\$1,432	\$4,823		
Bond Premium	\$0					
Cost of Issuance	\$445,283	\$445,283				
Title & Recording	\$100,000	\$93,124	\$6,876	\$93,124		
Taxes	\$0					
Insurance	\$547,600	\$509,946	\$37,654	\$509,946		
Employment Reporting	\$0					
Other Construction Int. & Fees: (Specify)	\$0					
Other Construction Int. & Fees: (Specify)	\$0					
Total Construction Interest & Fees	\$4,698,320	\$4,358,720	\$339,600	\$2,284,172	\$0	
PERMANENT FINANCING						

AHD Development Budget

4/27/21

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
Loan Origination Fee	\$213,610	\$207,923	\$5,687			
Credit Enhancement/Application Fee	\$20,000	\$19,468	\$532			
Title & Recording	\$49,207	\$45,823	\$3,384			
Taxes	\$0					
Insurance	\$0					
Other Perm. Financing Costs: (Specify)	\$0					
Other Perm. Financing Costs: (Specify)	\$0					
Total Permanent Financing Costs	\$282,817	\$273,214	\$9,603			
Subtotals Forward	\$64,633,751	\$58,871,982	\$5,761,769	\$52,507,623	\$0	
LEGAL FEES						
Legal Paid by Applicant	\$90,000	\$87,604	\$2,396	\$5,828		
Other Attorney Costs: GP/Sponsor	\$100,000	\$93,124	\$6,876	\$55,874		
Other Attorney Costs: Syndication Costs	\$213,086	\$213,086				
Other Attorney Costs: (Specify)	\$0					
Total Attorney Costs	\$403,086	\$393,814	\$9,272	\$61,702	\$0	
RESERVES						
Operating Reserve	\$659,482	\$614,135	\$45,347			
Replacement Reserve	\$0					
Transition Reserve	\$979,359	\$979,359				
Rent Reserve	\$0					
Other Reserve Costs: (Specify)	\$0					
Other Reserve Costs: (Specify)	\$0					
Other Reserve Costs: (Specify)	\$0					
Total Reserve Costs	\$1,638,841	\$1,593,494	\$45,347			
CONTINGENCY COSTS						
Construction Hard Cost Contingency	\$2,858,181	\$2,661,646	\$196,535	\$2,661,646		
Soft Cost Contingency	\$578,885	\$539,080	\$39,805	\$539,080		
Total Contingency Costs	\$3,437,066	\$3,200,726	\$236,340	\$3,200,726	\$0	
OTHER PROJECT COSTS						
TCAC App/Allocation/Monitoring Fees	\$66,612	\$66,612	\$0			
Environmental Audit	\$50,000	\$46,562	\$3,438	\$46,562		
Local Development Impact Fees	\$0					
Permit Processing Fees	\$1,500,000	\$1,396,857	\$103,143	\$1,396,857		
Capital Fees	\$0					
Marketing	\$300,000	\$300,000	\$0			
Furnishings	\$160,000	\$160,000	\$0	\$160,000		
Market Study	\$15,000	\$15,000	\$0			
Accounting/Reimbursable	\$32,000	\$32,000				
Appraisal Costs	\$10,000	\$9,312	\$688	\$9,312		
Broadband Readiness	\$0					
Other Costs: Security during Construction	\$240,000	\$223,497	\$16,503	\$223,497		
Other Costs: (Specify)	\$0					
Other Costs: (Specify)	\$0					
Other Costs: (Specify)	\$0					
Other Costs: (Specify)	\$0					
Total Other Costs	\$2,373,612	\$2,249,840	\$123,772	\$1,836,228	\$0	
SUBTOTAL PROJECT COST	\$72,486,356	\$66,309,856	\$6,176,500	\$57,606,279	\$0	
DEVELOPER COSTS						
Developer Overhead/Profit	\$5,900,000	\$5,494,303	\$405,697	\$5,494,303		
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	\$5,900,000	\$5,494,303	\$405,697	\$5,494,303	\$0	
TOTAL PROJECT COST	\$78,386,356	\$71,804,159	\$6,582,197	\$63,100,582	\$0	
Eligible Basis:				\$63,100,582	\$0	
Total Eligible Basis:				\$63,100,582		
DF 2021						

AHD Development Budget

4/27/21

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
Total Developer Fee (<i>equals Total Developer Costs above</i>):				\$5,900,000		
Total Developer Fee paid from development funding sources:				\$2,200,000		
Deferred Developer Fee payable on a priority basis from available Cash Flow:				\$1,300,000		
Deferred Developer Fee payable from allowable 50% Distribution:				\$2,400,000		
Developer Fee Contributed as Capital:				\$0		

Sunnydale HOPE SF Block 3A AHD and HRI Permanent Sources and Uses PIN 47838

4/27/21

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 Funding	Tax-Exempt Bond Loan	Taxable Bond Loan	SF- MOHCD	SF-MOHCD (Accrued/Deferred Interest)	Deferred Developer Fee	GP Capital	0	0	0	0	0	Equity - USBCDC	Equity Investor:	Total Residential Sources		Residential Costs	Commercial Costs	Source Name: USBCDC Equity	Source Name:		
Total																						Total	Total	
\$0																								
LAND COST/ACQUISITION																								
Land Cost or Value	\$1																\$1	\$1	\$1	\$0		\$0		
Demolition	\$0																\$0	\$0	\$0	\$0		\$0		
Legal	\$20,000																\$18,625	\$18,625	\$18,625	\$1,375	\$1,375	\$0		
Land Lease Rent Prepayment	\$0																\$0	\$0	\$0	\$0		\$0		
Total Land Cost or Value	\$20,001		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,626	\$18,626	\$18,626	\$1,375	\$1,375	\$0		
Existing Improvements Cost or Value	\$0																\$0	\$0	\$0	\$0		\$0		
Off-Site Improvements	\$4,293,180					\$3,997,971											\$3,997,971	\$3,997,971	\$295,209	\$295,209		\$0		
Total Acquisition Cost	\$4,293,180		\$0	\$0	\$0	\$3,997,971	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,997,971	\$3,997,971	\$295,209	\$295,209	\$0	\$0		
Total Land Cost / Acquisition Cost	\$4,313,181		\$0	\$0	\$0	\$3,997,971	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,626	\$4,016,597	\$4,016,597	\$296,584	\$296,584	\$0		
Predevelopment Interest/Holding Cost	\$0																\$0	\$0	\$0	\$0		\$0		
Assumed, Accrued Interest on Existing Debt (Rehab/Acq)	\$0																\$0	\$0	\$0	\$0		\$0		
Excess Purchase Price Over Appraisal	\$0																\$0	\$0	\$0	\$0		\$0		
REHABILITATION																								
Site Work	\$0																\$0	\$0	\$0	\$0		\$0		
Structures	\$0																\$0	\$0	\$0	\$0		\$0		
General Requirements	\$0																\$0	\$0	\$0	\$0		\$0		
Contractor Overhead	\$0																\$0	\$0	\$0	\$0		\$0		
Contractor Profit	\$0																\$0	\$0	\$0	\$0		\$0		
Prevailing Wages	\$0																\$0	\$0	\$0	\$0		\$0		
General Liability Insurance	\$0																\$0	\$0	\$0	\$0		\$0		
Urban Greening	\$0																\$0	\$0	\$0	\$0		\$0		
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0		
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0		
Other Rehabilitation: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0		
Total Rehabilitation Costs	\$0		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0		
Total Relocation Expenses	\$0																\$0	\$0	\$0	\$0		\$0		
NEW CONSTRUCTION																								
Site Work	\$1,920,056					\$1,788,029											\$1,788,029	\$1,788,029	\$132,027	\$132,027		\$0		
Structures	\$43,632,940	\$10,850,000			\$21,361,000	\$6,828,000											\$1,585,207	\$40,624,207	\$40,624,207	\$3,008,733	\$3,008,733	\$0		
General Requirements	\$3,372,385																\$3,140,492	\$3,140,492	\$3,140,492	\$231,893	\$231,893	\$0		
Contractor Overhead	\$1,383,823																\$1,288,668	\$1,288,668	\$1,288,668	\$95,155	\$95,155	\$0		
Contractor Profit	\$0																\$0	\$0	\$0	\$0		\$0		
Prevailing Wages	\$0																\$0	\$0	\$0	\$0		\$0		
General Liability Insurance	\$953,729																\$888,148	\$888,148	\$888,148	\$65,581	\$65,581	\$0		
Urban Greening	\$200,000																\$194,680	\$194,680	\$194,680	\$5,320	\$5,320	\$0		
Commercial Core & Shell	\$1,407,500																\$0	\$0	\$1,407,500	\$1,407,500		\$0		
Other New Construction: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0		
Other New Construction: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0		
Total New Construction Costs	\$52,870,433	\$10,850,000	\$0	\$21,361,000	\$8,616,029	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$7,097,195	\$47,924,224	\$47,924,224	\$4,946,209	\$4,946,209	\$0		
ARCHITECTURAL FEES																								
Design	\$1,030,550																\$959,687	\$959,687	\$959,687	\$70,863	\$70,863	\$0		
Supervision	\$240,950																\$224,382	\$224,382	\$224,382	\$16,568	\$16,568	\$0		
Total Architectural Costs	\$1,271,500	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,184,069	\$1,184,069	\$1,184,069	\$87,431	\$87,431	\$0		
Total Survey & Engineering	\$1,197,500																\$1,115,158	\$1,115,158	\$1,115,158	\$82,342	\$82,342	\$0		
CONSTRUCTION INTEREST & FEES																								
Construction Loan Interest	\$3,131,068					\$333,137											\$2,515,489	\$2,848,626	\$2,848,626	\$282,442	\$282,442	\$0		
Origination Fee	\$420,569																\$409,373	\$409,373	\$409,373	\$11,196	\$11,196	\$0		
Credit Enhancement/Application Fee	\$53,800																\$52,368	\$52,368	\$52,368	\$1,432	\$1,432	\$0		
Bond Premium	\$0																\$0	\$0	\$0	\$0		\$0		
Cost of Issuance	\$445,283																\$445,283	\$445,283	\$445,283	\$0	\$0	\$0		
Title & Recording	\$100,000								\$100								\$93,024	\$93,124	\$93,124	\$6,876	\$6,876	\$0		
Taxes	\$0																\$0	\$0	\$0	\$0		\$0		
Insurance	\$547,600																\$509,946	\$509,946	\$509,946	\$37,654	\$37,654	\$0		
Employment Reporting	\$0																\$0	\$0	\$0	\$0		\$0		
Other Construction Int. & Fees: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0		
Other Construction Int. & Fees: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0		
Total Construction Interest & Fees	\$4,698,320	\$0	\$0	\$0	\$0	\$333,137	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$4,025,483	\$4,358,720	\$4,358,720	\$339,600	\$339,600	\$0		
PERMANENT FINANCING																								
Loan Origination Fee	\$213,610																\$207,923	\$207,923	\$207,923	\$5,687	\$5,687	\$0		
Credit Enhancement/Application Fee	\$20,000																\$19,468	\$19,468	\$19,468	\$532	\$532	\$0		
Title & Recording	\$49,207																\$45,823	\$45,823	\$45,823	\$3,384	\$3,384	\$0		
Taxes	\$0																\$0	\$0	\$0	\$0		\$0		
Insurance	\$0																\$0	\$0	\$0	\$0		\$0		
Other Perm. Financing Costs: (Specify)	\$0																\$0	\$0	\$0	\$0		\$0		

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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 Funding	Tax-Exempt Bond Loan	Taxable Bond Loan	SF- MOHCD	SF-MOHCD (Accrued/Deferred Interest)	Deferred Developer Fee	GP Capital	0	0	0	0	0	0	Equity - USBCDC	Equity Investor:	Total Residential Sources		Residential Costs	Commercial Costs	Source Name: USBCDC Equity	Source Name:
Soft cost in red (total AHSC AHD below)																							
\$0																							
Other Perm. Financing Costs: (Specify)	\$0																	\$0	\$0	\$0			\$0
Total Permanent Financing Costs	\$282,817		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$273,214	\$273,214	\$273,214	\$9,603	\$9,603	\$0
Subtotals Forward	\$64,633,751		\$10,850,000	\$0	\$21,361,000	\$12,614,000	\$333,137	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$13,713,745	\$58,871,982	\$58,871,982	\$5,761,769	\$5,761,769	\$0
LEGAL FEES																							
Legal Paid by Applicant	\$90,000																	\$87,604	\$87,604	\$87,604	\$2,396	\$2,396	\$0
Other Attorney Costs: GP/Sponsor	\$100,000																	\$93,124	\$93,124	\$93,124	\$6,876	\$6,876	\$0
Other Attorney Costs: Syndication Costs	\$213,086																	\$213,086	\$213,086	\$213,086	\$0	\$0	\$0
Other Attorney Costs: (Specify)	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Total Attorney Costs	\$403,086		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$393,814	\$393,814	\$393,814	\$9,272	\$9,272	\$0
RESERVES																							
Operating Reserve	\$659,482																	\$614,135	\$614,135	\$614,135	\$45,347	\$45,347	\$0
Replacement Reserve	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Transition Reserve	\$979,359																	\$979,359	\$979,359	\$979,359	\$0	\$0	\$0
Rent Reserve	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Other Reserve Costs: (Specify)	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Other Reserve Costs: (Specify)	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Other Reserve Costs: (Specify)	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Total Reserve Costs	\$1,638,841		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,593,494	\$1,593,494	\$1,593,494	\$45,347	\$45,347	\$0
CONTINGENCY COSTS																							
Construction Hard Cost Contingency	\$2,858,181																	\$2,661,646	\$2,661,646	\$2,661,646	\$196,535	\$196,535	\$0
Soft Cost Contingency	\$578,885																	\$539,080	\$539,080	\$539,080	\$39,805	\$39,805	\$0
Total Contingency Costs	\$3,437,066		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,200,726	\$3,200,726	\$3,200,726	\$236,340	\$236,340	\$0
OTHER PROJECT COSTS																							
TCAC App/Allocation/Monitoring Fees	\$66,612																	\$66,612	\$66,612	\$66,612	\$0	\$0	\$0
Environmental Audit	\$50,000																	\$46,562	\$46,562	\$46,562	\$3,438	\$3,438	\$0
Local Development Impact Fees	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Permit Processing Fees	\$1,500,000																	\$1,396,857	\$1,396,857	\$1,396,857	\$103,143	\$103,143	\$0
Capital Fees	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Marketing	\$300,000																	\$300,000	\$300,000	\$300,000	\$0	\$0	\$0
Furnishings	\$160,000																	\$160,000	\$160,000	\$160,000	\$0	\$0	\$0
Market Study	\$15,000																	\$15,000	\$15,000	\$15,000	\$0	\$0	\$0
Accounting/Reimbursable	\$32,000																	\$32,000	\$32,000	\$32,000	\$0	\$0	\$0
Appraisal Costs	\$10,000																	\$9,312	\$9,312	\$9,312	\$688	\$688	\$0
Broadband Readiness	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Other Costs: Security during Construction	\$240,000																	\$223,497	\$223,497	\$223,497	\$16,503	\$16,503	\$0
Other Costs: (Specify)	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Other Costs: (Specify)	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Other Costs: (Specify)	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Other Costs: (Specify)	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Total Other Costs	\$2,373,612		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$2,249,840	\$2,249,840	\$2,249,840	\$123,772	\$123,772	\$0
SUBTOTAL PROJECT COST	\$72,486,356		\$10,850,000	\$0	\$21,361,000	\$12,614,000	\$333,137	\$0	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$21,151,619	\$66,309,856	\$66,309,856	\$6,176,500	\$6,176,500	\$0
DEVELOPER COSTS																							
Developer Overhead/Profit	\$5,900,000							\$3,700,000										\$1,794,303	\$5,494,303	\$5,494,303	\$405,697	\$405,697	\$0
Consultant/Processing Agent	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Project Administration	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Broker Fees Paid to a Related Party	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Construction Oversight by Developer	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Other Developer Costs: (Specify)	\$0																	\$0	\$0	\$0	\$0	\$0	\$0
Total Developer Costs	\$5,900,000	\$0	\$0	\$0	\$0	\$0	\$0	\$3,700,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,794,303	\$5,494,303	\$5,494,303	\$405,697	\$405,697	\$0
TOTAL PROJECT COST	\$78,386,356	\$0	\$10,850,000	\$0	\$21,361,000	\$12,614,000	\$333,137	\$3,700,000	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,945,922	\$71,804,159	\$71,804,159	\$6,582,197	\$6,582,197	\$0
HOUSING RELATED-INFRASTRUCTURE (HRI)																							
Site acquisition of HRI including easements and right of ways	\$0																						\$0
Other Site Acquisition (Specify):	\$0																						\$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	\$0
Clearing and Grubbing	\$0																						\$0
Demolition	\$0																						\$0
Excavation	\$0																						\$0
Grading (not grading for housing & mixed use structural improvements)	\$0																						\$0
Soil Stabilization (Lime, etc.)	\$0																						\$0
Erosion/Weed Control	\$0																						\$0
Dewatering	\$0																						\$0
Other Site Preparation (Specify):	\$0																						\$0
Other Site Preparation (Specify):	\$0																						\$0
TOTAL SITE PREPARATION	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

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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 Funding	Tax-Exempt Bond Loan	Taxable Bond Loan	SF- MOHCD	SF-MOHCD (Accrued/Deferr ed Interest)	Deferred Developer Fee	GP Capital	0	0	0	0	0	0	Equity - USBCDC	Equity Investor:	Total Residential Sources		Residential Costs	Commercial Costs	Source Name: USBCDC Equity
Soft cost in red (total AHSC AHD below)																			Total	Total		
\$0																						
Sanitary Sewer																						
Potable Water																						
Non-Potable Water																						
Storm Drain																						
Detention Basin/Culverts																						
Joint Trench:																						
Other Site Utilities (Specify):																						
TOTAL SITE UTILITIES		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Aggregate Base																						
Asphalt Pavement																						
Curb, Gutter, Sidewalk																						
Street Lights																						
Striping/Signage/Barricades																						
Traffic Mitigation																						
Other Surface Improvements (Specify):																						
TOTAL SURFACE IMPROVEMENTS		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Urban Greening (Specify):																						
Urban Greening (Specify):																						
Urban Greening (Specify):																						
Urban Greening (Specify):																						
TOTAL URBAN GREENING		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Irrigation																						
Concrete Work																						
Landscaping																						
Playground Facilities and Tot Lots																						
Walking/Bike Path																						
Drinking Fountains																						
Structures																						
Lighting																						
Open Space																						
Other Landscape and Amenities (Specify):																						
TOTAL LANDSCAPE AND AMENITIES		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Wetland Mitigation																						
Endangered Species																						
Tree Mitigation																						
Environmental Remediation																						
Other Env. Mitigation/Remediation (Specify):																						
TOTAL ENV. MITIGATION/REMEDATION		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Residential Parking Structures																						
Grading																						
Foundation Work																						
Site Work																						
Other Replacement Parking Costs (Specify):																						
Other Replacement Parking Costs (Specify):																						
TOTAL REPLACEMENT PARKING		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Residential Parking Structures																						
Grading																						
Foundation Work																						
Site Work																						
Other Residential Parking Costs (Specify):																						
Other Residential Parking Costs (Specify):																						
TOTAL RESIDENTIAL PARKING		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Access Plazas																						
Pathways																						
Bus Shelters																						
Transit Shelters																						
Pedestrian Facilities																						
Bicycle Facilities																						
Other Transit Costs (Specify):																						
TOTAL TRANSIT		\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Drainage																						
Parks & Recreation																						
Streets/Signals																						
Traffic Fees																						

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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 Funding	Tax-Exempt Bond Loan	Taxable Bond Loan	SF- MOHCD	SF-MOHCD (Accrued/Deferred Interest)	Deferred Developer Fee	GP Capital	0	0	0	0	0	0	Equity - USBCDC	Equity Investor:	Total Residential Sources	Residential Costs	Commercial Costs		Source Name: USBCDC Equity	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	\$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	\$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	\$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	\$0
AHD TOTAL PROJECT COSTS	\$78,386,356	\$0	\$10,850,000	\$0	\$21,361,000	\$12,614,000	\$333,137	\$3,700,000	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,945,922	\$71,804,159	\$71,804,159	\$6,582,197	\$6,582,197	\$0
TOTAL AHD & HRI PROJECT COSTS		\$0	\$10,850,000	\$0	\$21,361,000	\$12,614,000	\$333,137	\$3,700,000	\$100	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$22,945,922	\$71,804,159	\$71,804,159	\$6,582,197	\$6,582,197	\$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.

2021 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) (revised 3/24/21)
Complete all yellow shaded cells; see cell comments for tips

Project Name:	Sunnydale HOPE SF Block 3A	County:	San Francisco	HCD Phase:		Origination	
Unit Size	1/5/21 TCAC Threshold Basis Limits (TBL)	Number of Units		Basis x Number of Units			
SRO/Studio	\$511,928	4		\$2,047,712			
1 Bedroom	\$590,248	24		\$14,165,952			
2 Bedrooms	\$712,000	28		\$19,936,000			
3 Bedrooms	\$911,360	16		\$14,581,760			
4+ Bedrooms	\$1,015,312	8		\$8,122,496			
Number of Manager Units in Project:	1	TOTAL UNITS:	80				
TOTAL UNADJUSTED THRESHOLD BASIS LIMIT (TBL):						\$58,853,920	
TBL ADJUSTMENTS §10327(c)(5)(A-F):						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	\$11,770,784
	Project certifies that (1) they are subject to a project labor agreement within the meaning of §2500(b)(1) of the Public Contract Code, or (2) they will use a skilled and trained workforce as defined by §25536.7 of the Health and Safety Code to perform all onsite work within an apprenticeable occupation in the building and construction trades. (5%)					No	\$0
	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. (10%)					Yes	\$5,885,392
	Project where a day care center is part of the development. (2%)					No	\$0
	Project where 100 percent of the Low Income units are for Special Needs populations. (2%)					No	\$0
	Project where at least 95% of the project's upper floor units are serviced by an elevator. (10%)					Yes	\$5,885,392
	Project wherein at least 95% of the building(s) is constructed as Type I as defined in the California Building Code, in which case, the Type III 10% increase below is not allowed. (15%)					No	\$0
	Project wherein at least 95% of the building(s) is constructed as a Type III as defined in the California Building Code, or a Type III/Type I combination, in which case, the Type I 15% increase above is not					No	\$0
(B)	Project applying under §10325 or §10326 of these regulations that include one or more of the features below. (up to 10%)						\$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%)					No	
	(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%)					No	
	(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					No	
	(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					No	
	(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%)					No	
	(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%)					No	
	(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).					No	
	(8) Install bamboo, stained concrete, cork, salvaged or FSC-Certified wood, ceramic tile, or natural linoleum in all common areas. (2%)					No	
	(9) Meet all requirements of the U.S. Environmental Protection Agency Indoor Air Plus Program. (2%)					No	
(D)	Project requires seismic upgrading of existing structures, and/or requires toxic or other environmental mitigation as certified by the Project architect/ engineer. (lesser of costs or 15% basis adjustment)					No	\$0
	If Yes, select type of work:		Enter Certified Costs of Work:	\$0			
(E)	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
(F)	Projects within a county with an unadjusted 9% threshold basis limit for a 2-bedroom unit equal or less than \$400,000 and within a census tract designated on the TCAC/HCD Opportunity Map as Highest or High Resource. (10%)					No	\$0
	County eligibility:	No	Opportunity Area Map Tract ID #:		Opportunity Map Resource level:		

	A	B	C	D	E	F	G	H	I	
1	HCD 2021 Developer Fee Calculator - revised 2/4/21 (complete YELLOW shaded cells)									
2	Project Phase:	Origination	Proposed Project Type:	4% Credits New Construction						
3	Project Name:	Sunnydale HOPE SF Block 3A								
4	Project's Developer Fee Summary						HCD Limit	Project Amt.		
5	Maximum Total Developer Fee - 2d						\$9,567,417	\$5,900,000		
6	Max Developer Fee payable from development funding sources - lesser of 1e & 2d						\$2,200,000	\$2,200,000		
7	Deferred Developer Fee payable on a priority basis from available Cash Flow						\$1,300,000	\$1,300,000		
8	Deferred Developer Fee payable exclusively from Sponsor Distributions						\$6,067,417	\$2,400,000		
9	Total Budgeted or Actual Developer Fee				\$5,900,000					
10	Developer Fee Contributed as Capital				\$0		Deferred Developer Fee	\$3,700,000		
11										
12	Section 1. UMR §8312(c)(1) Max Developer Fee payable from funding sources - 4% Projects use TCAC 9% rules									
13	a. Project's type of construction:	New Construction							\$2,200,000	
14	b. Project's Unadjusted Eligible Basis (excluding Developer Fee) - §10327(c)(2)(A)				\$57,606,279	x 15% =			\$8,640,942	
15	c. Project's Unadjusted Eligible Acquisition Basis (excluding Developer Fee) - §10327(c)(2)(A)				\$0	x 5% =			\$0	
16	d. Project's Non-Residential Costs (excluding Developer Fee) - §10327(c)(2)(A)				\$6,176,500	x 15% =			\$926,475	
17	e. Maximum Developer Fee payable from development funding sources - UMR §8312(c)(1) - lesser of 1a or (1b + 1c + 1d)									\$2,200,000
18										
19	Section 2. UMR §8312(c) - Maximum Developer Fee using TCAC 4% rules									
20	a. BIPOC Project meeting CDLAC §5230(f)(1)(B) - §10327(c)(2)(E)								No	
21	b. New Construction & Rehab - Unadjusted Eligible Basis (exclude Developer Fee) - §10327(c)(2)(B)(i)				\$57,606,279	x 15% =			\$8,640,942	
22	c. Basis for non-residential project costs (exclude Developer Fee) - §10327(c)(2)(B)(ii)				\$6,176,500	x 15% =			\$926,475	
23	d1. Not Applicable									
24	d2. Not Applicable									
25	d3. Not Applicable									
26	d4. Not Applicable				\$0	X 5% =			\$0	
27	e. Maximum Total Developer Fee using TCAC 4% rules §8312(c)									\$9,567,417
28	f. Total Budgeted or Actual Developer Fee								\$5,900,000	
29	g. Budgeted Developer Fee paid from Development Sources						<i>Sum of Deferred and Contributed Developer Fee</i>	\$3,700,000	\$2,200,000	
30	h. Deferred Developer Fee payable on a priority basis from available Cash Flow									\$1,300,000

Annual Income and Expenses

Employee Information					Comments
No.	FTE	Employee Job Title	Salary/Wages	Value of Free Rent	
1	1.00	On-Site Manager(s)	\$70,320	\$0	
		On-Site Assistant Manager(s)	\$0	\$0	
		Supportive Services Staff Supervisor(s)	\$0		
2	1.15	Supportive Services Coordinator, On-Site	\$80,000		
		Other Supportive Services Staff (inc. Case Manager)	\$0		
2	1.50	On-Site Maintenance Employee(s)	\$61,448	\$0	
		On-Site Leasing Agent/Administrative Employee(s)	\$0	\$0	
		On-Site Security Employee(s)	\$0	\$0	
			\$0	\$0	
			\$0	\$0	
Total Salaries and Value of Free Rent Units			\$211,768	\$0	
	6711	Payroll Taxes	\$42,297	Show free rent as an expense?	
	6722	Workers Compensation	\$0		
	6723	Employee Benefits	\$0		No
Employee(s) Payroll Taxes, Workers Comp. & Benefits			\$42,297		
Total Employee(s) Expenses			\$254,065		

Employee Units				
Income Limit	Job Title(s) of Employee(s) Living On-Site	Unit Type (No. of bdrms.)	Square Footage	
None	On-Site Manager(s)	3	1,100	
		0	0	
		0	0	
Total Square Footage			1,100	

Annual Operating Budget

Acct. No.	Revenue - Income	Residential	Commercial	Comments
5120/5140	Rent Revenue - Gross Potential		\$0	
	Restricted Unit Rents	\$1,356,660		
	Unrestricted Unit Rents	\$0		
5121	Tenant Assistance Payments			
	Subsidy Program Name	\$1,664,856		
	Project Based Vouchers	\$0		
	Operating Subsidies	\$0		
	Other:	\$0	\$0	
5910	Laundry and Vending Revenue	\$0		
5170	Garage and Parking Spaces	\$0	\$0	
5990	Miscellaneous Rent Revenue	\$0	\$0	
Gross Potential Income (GPI)		\$3,021,516	\$0	
	Vacancy Rate: Restricted Units	5.0%		
	Vacancy Rate: Unrestricted Units	5.0%		
	Vacancy Rate: Tenant Assistance Payments	5.0%		
	Vacancy Rate: Other:	5.0%		
	Vacancy Rate: Laundry & Vending & Other Income	5.0%		
	Vacancy Rate: Commercial Income		50.0%	
5220/5240	Vacancy Loss(es)	\$151,076	\$0	
Effective Gross Income (EGI)		\$2,870,440	\$0	
Acct. No.	Expenses	Residential	Commercial	Comments
Administrative Expenses: 6200/6300				
6203	Conventions and Meetings	\$0	\$0	
6210	Advertising and Marketing	\$800	\$0	
6250	Other Renting Expenses	\$0	\$0	
6310	Office/Administrative Salaries -- from above	\$0	\$0	
6311	Office Expenses	\$0	\$0	
6312	Office or Model Apartment Rent	\$0	\$0	
6320	Management Fee	\$72,979	\$0	
6330	Site/Resident Manager(s) Salaries -- from above	\$70,320	\$0	
6331	Administrative Free Rent Unit -- from above	\$0	\$0	
6340	Legal Expense -- Project	\$13,600	\$0	
6350	Audit Expense	\$0	\$0	
6351	Bookkeeping Fees/Accounting Services	\$8,000	\$0	
6390	Miscellaneous Administrative Expenses	\$21,900	\$0	
6263T	Total Administrative Expenses	\$187,599	\$0	
Acct. No.	Expenses	Residential	Commercial	Comments
Utilities Expenses: 6400				
6450	Electricity	\$33,600	\$0	

Annual Income and Expenses

6451	Water	\$50,000	\$0	
6452	Gas	\$49,464	\$0	
6453	Sewer	\$64,514	\$0	
	Other Utilities: (specify)	\$0	\$0	
6400T	Total Utilities Expenses	\$197,578	\$0	
Operating and Maintenance Expenses: 6500				Comments
6510	Payroll -- from above	\$61,448	\$0	
6515	Supplies	\$0	\$0	
6520	Contracts	\$71,051	\$0	Grounds
6521	Operating & Maintenance Free Rent Unit -- from above	\$0	\$0	
6525	Garbage and Trash Removal	\$62,586	\$0	
6530	Security Contract	\$0	\$0	
6531	Security Free Rent Unit -- from above	\$0	\$0	
6546	Heating/Cooling Repairs and Maintenance	\$68,000	\$0	
6548	Snow Removal	\$0	\$0	
6570	Vehicle & Maintenance Equipment Operation/Reports	\$0	\$0	
6590	Miscellaneous Operating and Maintenance Expenses	\$2,381	\$0	
6500T	TOTAL Operating & Maintenance Expenses	\$265,466	\$0	
Taxes and Insurance: 6700				Comments
6710	Real Estate Taxes	\$2,880	\$0	
6711	Payroll Taxes (Project's Share) -- from above	\$42,297	\$0	
6720	Property and Liability Insurance (Hazard)	\$150,000	\$0	
6729	Other Insurance (e.g. Earthquake)	\$0	\$0	
6721	Fidelity Bond Insurance	\$0	\$0	
6722	Worker's Compensation -- from above	\$0	\$0	
6723	Health Insurance/Other Employee Benefits--from above	\$0	\$0	
6790	Miscellaneous Taxes, Licenses, Permits & Insurance	\$39,762	\$0	
6700T	Total Taxes and Insurance	\$234,939	\$0	
Supportive Services Costs: 6900				Comments
6990	Staff Supervisor(s) Salaries - from above	\$0	\$0	
6990	Services Coordinator Salaries, On-Site - from above	\$80,000	\$0	
6990	Other Supportive Services Staff Salaries - from above	\$0	\$0	
6990	Supportive Services Admin Overhead	\$0	\$0	
6990	Other Supportive Services Costs: (specify)	\$0	\$0	
6990	Other Supportive Services Costs: (specify)	\$0	\$0	
6900T	Total Supportive Services Costs	\$80,000	\$0	
Total Operating Expenses		\$965,582	\$0	Comments
Funded Reserves: 7200		Residential	Commercial	
7210	Required Replacement Reserve Deposits	\$40,000	\$0	
7220	Other Reserves: (specify)	\$0	\$0	
7230	Other Reserves: (specify)	\$0	\$0	
7240	Other Reserves: (specify)	\$0	\$0	
Total Reserves		\$40,000	\$0	
Ground Lease		Residential	Commercial	
Ground Lease		\$15,000	\$0	
Total Ground Lease		\$15,000	\$0	
Net Operating Income		\$1,849,858	\$0	
Financial Expenses: 6800				Comments
6820	1st Mortgage Debt Service	\$1,522,039	\$0	
6830	2nd Mortgage Debt Service	\$0	\$0	
6840	3rd Mortgage Debt Service	\$0	\$0	
6890	HCD Mandatory Payment	\$45,570	\$0	
6890	Bond Issuer Fee	\$26,701	\$0	
6890	Bond Trustee Fee	\$1,200	\$0	
6890	Miscellaneous Financial Expenses: (specify)	\$0	\$0	
6800T	Total Financial Expenses	\$1,595,511	\$0	
Cash Flow		\$254,348	\$0	
7190	Asset Management/Similar Fees	\$30,000	\$0	
Total Operating Expenses Per Unit		Per Year	Per Month	
Without any Adjustments		\$12,070	\$1,006	
With the Value of Rent-Free Units Included		\$12,070	\$1,006	
Without RE Taxes, Social Services Coordinator or Social Services/Social Programs and With the Value of Rent Fee Units Included		\$11,034	\$919	

Cash Flow Analysis

Is Income from Restricted Units based on Restricted or Proposed Rents?		Proposed Rents		0																		
Income From Housing Units	Inflation	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10	Year 11	Year 12	Year 13	Year 14	Year 15	Year 16	Year 17	Year 18	Year 19	Year 20	
Restricted Unit Rents	2.5%	1,356,660	1,390,577	1,425,341	1,460,974	1,497,499	1,534,936	1,573,310	1,612,642	1,652,958	1,694,282	1,736,639	1,780,055	1,824,557	1,870,171	1,916,925	1,964,848	2,013,969	2,064,319	2,115,927	2,168,825	
Unrestricted Units	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Tenant Assistance Payments																						
Subsidy Program Name	2.5%	1,664,856	1,706,477	1,749,139	1,792,868	1,837,690	1,883,632	1,930,723	1,978,991	2,028,465	2,079,177	2,131,156	2,184,435	2,239,046	2,295,022	2,352,398	2,411,208	2,471,488	2,533,275	2,596,607	2,661,522	
Project Based Vouchers	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Operating Subsidies	2.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other:	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Gross Potential Income - Housing		3,021,516	3,097,054	3,174,480	3,253,842	3,335,188	3,418,568	3,504,032	3,591,633	3,681,424	3,773,459	3,867,796	3,964,491	4,063,603	4,165,193	4,269,323	4,376,056	4,485,457	4,597,594	4,712,534	4,830,347	
Other Income																						
Laundry & Vending	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Commercial Income	2.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Gross Potential Income - Other		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Gross Potential Income - Total		3,021,516	3,097,054	3,174,480	3,253,842	3,335,188	3,418,568	3,504,032	3,591,633	3,681,424	3,773,459	3,867,796	3,964,491	4,063,603	4,165,193	4,269,323	4,376,056	4,485,457	4,597,594	4,712,534	4,830,347	
Vacancy Assumptions																						
Restricted Units	5.0%	67,833	69,529	71,267	73,049	74,875	76,747	78,665	80,632	82,648	84,714	86,832	89,003	91,228	93,509	95,846	98,242	100,698	103,216	105,796	108,441	
Unrestricted Units	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Tenant Assistance Payments	5.0%	83,243	85,324	87,457	89,643	91,884	94,182	96,536	98,950	101,423	103,959	106,558	109,222	111,952	114,751	117,620	120,560	123,574	126,664	129,830	133,076	
Other:	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Laundry/Vending/Other Income	5.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Commercial Income	50.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Vacancy Loss		151,076	154,853	158,724	162,692	166,759	170,928	175,202	179,582	184,071	188,673	193,390	198,225	203,180	208,260	213,466	218,803	224,273	229,880	235,627	241,517	
Effective Gross Income		2,870,440	2,942,201	3,015,756	3,091,150	3,168,429	3,247,640	3,328,831	3,412,051	3,497,353	3,584,786	3,674,406	3,766,266	3,860,423	3,956,934	4,055,857	4,157,253	4,261,185	4,367,714	4,476,907	4,588,830	
Operating Expenses & Reserve Deposits																						
Residential Exp. (w/o Real Estate Taxes & Sup. Services)	3.5%	882,702	913,597	945,572	978,667	1,012,921	1,048,373	1,085,066	1,123,043	1,162,350	1,203,032	1,245,138	1,288,718	1,333,823	1,380,507	1,428,825	1,478,834	1,530,593	1,584,164	1,639,609	1,696,996	
Real Estate Taxes	2.0%	2,880	2,938	2,996	3,056	3,117	3,180	3,243	3,308	3,374	3,442	3,511	3,581	3,653	3,726	3,800	3,876	3,954	4,033	4,113	4,196	
Supportive Services Costs	2.5%	80,000	82,000	84,050	86,151	88,305	90,513	92,775	95,095	97,472	99,909	102,407	104,967	107,591	110,281	113,038	115,864	118,760	121,729	124,773	127,892	
Replacement Reserve	0.0%	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	40,000	
Other Reserves	0.0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Ground Lease	0.0%	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	15,000	
Commercial Expenses	3.5%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Total Expenses & Reserves		1,020,582	1,053,534	1,087,619	1,122,875	1,159,343	1,197,065	1,236,085	1,276,447	1,318,197	1,361,383	1,406,056	1,452,266	1,500,067	1,549,514	1,600,663	1,653,574	1,708,307	1,764,926	1,823,495	1,884,083	
Net Operating Income		1,849,858	1,888,667	1,928,137	1,968,275	2,009,086	2,050,574	2,092,746	2,135,605	2,179,156	2,223,403	2,268,350	2,314,000	2,360,356	2,407,420	2,455,194	2,503,680	2,552,878	2,602,788	2,653,412	2,704,746	
Debt Service																						
1st Mortgage		1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	1,522,039	
Bridge Loan (repaid from Investor equity)		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
2nd Mortgage		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
3rd Mortgage Debt Service		0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Misc. Financial Expenses: (specify)		73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	73,471	
Total Required Debt Service		1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	1,595,511	
Cash Flow after all debt service		254,348	293,157	332,627	372,765	413,575	455,064	497,235	540,094	583,646	627,893	672,840	718,490	764,845	811,909	859,683	908,169	957,367	1,007,278	1,057,901	1,109,236	
Debt Service Coverage Ratio (DSCR)		1.16	1.18	1.21	1.23	1.26	1.29	1.31	1.34	1.37	1.39	1.42	1.45	1.48	1.51	1.54	1.57	1.60	1.63	1.66	1.70	
Use of Cash Flow After Debt Service - HCD Projects																						
Asset Mgmt./ Similar Fees		30,000	31,050	32,137	33,262	34,426	35,631	36,878	38,168	39,504	40,887	42,318	43,799	45,332	46,919	48,561	50,260	52,020	53,840	55,725	57,675	
Deferred Developer Fee prior to Distributions & residual receipt payments		224,348	262,107	300,490	339,503	173,553	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Cash Available for Residual Receipts Loans and Sponsor Distributions		0	0	0	0	205,597	419,433	460,357	501,926	544,141	587,006	630,522	674,691	719,513	764,991	811,123	857,909	905,347	953,438	1,002,176	1,051,561	
Sponsor Distributions	50%	0	0	0	0	102,798	209,717	230,179	250,963	272,071	293,503	315,261	337,345	359,757	382,495	405,561	428,954	452,674	476,719	501,088	525,780	
HCD Residual Payment	23%	0	0	0	0	47,535	96,975	106,437	116,048	125,808	135,719	145,780	155,992	166,355	176,870	187,536	198,353	209,321	220,440	231,708	243,126	
Other Residual Payments	27%	0	0	0	0	55,263	112,741	123,742	134,915	146,262	157,784	169,481	181,353	193,401	205,625	218,025	230,601	243,353	256,279	269,380	282,654	
Other Residual Payments	0%	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	
Other Residual Payments	0%</																					

STI Project Summary

Project Name	Description (include: the general location and description of each STI improvement and note if sidewalks are new or replaced. Please include other descriptive information such as key gaps closed and connections established.)	Address	City	Zip	County	Census Tracts	APNs
STI #1 Caltrain Electric Multiple Unit Vehicle Procurement	Building from the ongoing effort to electrify and modernize the Caltrain corridor, an expansion set of 37 Electric Multiple Unit (EMU) trains are being procured. These EMU's are scheduled to run between 4th & King Station in San Francisco and Tamien Station in San Jose beginning in 2024. These EMU's will drive ridership by increasing service frequency and improving the system's carrying capacity. If successful, funds from this application will be used to purchase 2 EMUs.	Caltrain corridor between San Francisco and San Jose.	San Francisco	94134 and others	San Francisco	6075060502	

Latitude: N/A Longitude: N/A Select the primary transit mode supported by this STI: Heavy rail

STI #2 Visitacion Avenue Corridor Bike & Ped Improvements	This project will construct a class IV bike facility on Visitacion Ave. between Mansell & Hahn Street (southbound) and a class I bike path on Visitacion Ave between Hahn St. and the Visitacion Valley Middle School (northbound). Additionally, the project will build a new crosswalk to allow for safer crossing of Visitacion Ave. from the Community Garden to Herz Playground and on to the AHD. A new sidewalk will be constructed on the west side of Visitacion Ave from the new crossing to the Coffman Pool and a new sidewalk will be constructed on the east side of Visitacion from Hahn st to the Middle School. Finally, the project will upgrade the curb ramp on the corner of	Visitacion Avenue and Hahn Street	San Francisco	94134	San Francisco	6075060502	

Latitude: N/A Longitude: N/A Select the primary transit mode supported by this STI: N/A

STI #3							

Latitude: Longitude: Select the primary transit mode supported by this STI:

Bike Facility (BF) 1 - Linear Miles	0.51	BF1 Type	Class IV	Bike Facility 2 - Linear Miles	0.25	BF2 Type	Class I	Bike Facility 3 - Linear Miles		BF3 Type		
Safe and Accessible Walkways - length (in feet) of new or replaced sidewalk		2,310		# of Transit Routes Improved		1		Added or Improved Transit Service		Yes		
Enter # and Amount for each	Crosswalks	1	AHSC Funds	\$92,500	Overcrossings	0	AHSC Funds	\$0	Undercrossings	0	AHSC Funds	\$0
	Rail Cars	2	AHSC Funds	\$7,350,000	Street Cars	0	AHSC Funds	\$0	Buses	0	AHSC Funds	\$0
	Shuttles	0	AHSC Funds	\$0	Vans	0	AHSC Funds	\$0	Total New Vehicles	2	Total AHSC New Vehicle Funding	\$7,350,000

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

	Budgeted	Cost Cap	Overage	
(ii) Total amount of eligible STI soft costs cannot exceed 30% of the total AHSC Program award.	\$141,000	\$6,361,590	\$0	Ok

(iv) Total amount of Activity Delivery Costs associated with the implementation of the Capital Project cannot exceed 10% of the costs associated with the Capital Project.	\$0	\$1,124,418	\$0	Ok
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(vi) Capital Project costs in budget that are required as a condition of local approval for the STI? No If Yes, upload documentation below

File Name	STI Cap Project Costs	Documentation showing Capital Project costs are required as a condition of local approval for STI.	Uploaded to HCD?	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:

- Costs are not eligible if there is another feasible, available source of committed funding for the STI portion to be funded by AHSC or if the cost is incurred prior to the AHSC award;
- Routine maintenance or operations of transportation infrastructure including the general transit fleet, not including maintenance or operations associated with AHSC funded transit service expansion, including expansion beyond service levels offered during the COVID-19 pandemic;
- In lieu fees for local inclusionary housing programs;
- Ongoing operational costs beyond the term of the grant (three years) for Program Costs;
- All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure);
- Costs and fees associated with the ongoing provision of internet service.

Yes

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): *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 months	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC STI Grant	State-HCD		\$8,794,184					
2	Yes	5/8/20	State Rail Assistance	State-General		\$2,450,000					
3											
4											
5											
6											
7											

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8										
9										
10										
\$2,450,000	<Total Committed Non-AHSC STI Funds	TOTAL (must equal STI Budget Amount)		\$11,244,184						
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										
File Name	EFC STI1; EFC STI2; EFC STI3; etc.	Supporting documentation for the 1 non-AHSC STI funding commitments.					Uploaded to HCD?	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.										
NEPA:	Is Federal funding proposed that will trigger NEPA requirements?					No	If Yes, enter date of "Authority to Use Grant Funds"			N/A
CEQA:	Project approved "by-right"?	No	Is Project Categorically Exempt?	Yes	Negative Declaration Date:	N/A	Final EIR Date:	N/A		
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 is statutorily exempt and CEQA does not apply under section 15275 Specified Mass Transit Projects: (a) The institution or increase of passenger or commuter service on rail lines or high-occupancy vehicle lanes already in use, including the modernization of existing stations and parking facilities. STI #2 anticipates CEQA approval by 2022.										
File Name	STI Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.					Uploaded to HCD?	N/A		
File Name	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.					Uploaded to HCD?	N/A		
(9) If applicable, provide a listing and status of all discretionary local land use entitlements and permits, excluding design review, required to complete each STI Project that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents.										
Agency / Issuer		Land Use Approval Date		Approval Type		Comments				
N/A										
(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)										
Form of site control (See Site Control in Appendix A): Other (describe below)										
Most recent document execution date: N/A										
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 EMU vehicles will run on existing rail controlled by Caltrain. STI #2: Project will be constructed within the public right-of-way owned by the City of San Francisco, a joint applicant.										
File Name	STI Site Control	Appropriate documentation to demonstrate the form of site control indicated above.					Uploaded to HCD?	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.										
(12) Which applicant demonstrates the prior experience noted below:										
		STI Past Project #1				STI Past Project #2				
Project Name	"Baby Bullet" Trainsets; Caltrain Capacity Increase				Mansell Streetscape Improvement Project					
Development Entity	Peninsula Corridor Joint Powers Board				SFMTA, RPD, DPW					
Completion Date	2002 and 2008; 12/1/2015				2/4/17					
Brief Description	Procurement of 6 Motive Power MP36 locomotives and 25 bombarier bi-level rail cars for baby bullet service. Of the 25 bombardier cars, 17 were purchased in 2002 and the remaining 8 were purchased in 2008; Procurement of 16 bi-level Bomardier rail cars from Metrolink to increase capacity of existing diesel trainsets.				Converted two of Mansell Street's four vehicle travel lanes into a two-way class 1 bike path and separated pedestrian path between Visitacion Ave and Brazil Ave. Vehicles are restricted to two lanes with lowered speed limits. Project also included an improved intersection with pedestrian bulb-outs and flashing beacons at Visitacion Ave, an improved crossing at Brazil Ave, and a crosswalk with flashing beacon at the western intersection with John F Shelley Drive.					
File Name	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.					Uploaded to HCD?	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.										
(14) We certify that construction of the Project has not commenced as of the application deadline set forth in the NOFA.										
(19) The STI Project will not result in the loss or conversion of agricultural or other working lands, or natural resource lands for other uses according the Dept. of Conservation's Farmland Mapping and Monitoring Program (FMMP) website?										
If "Yes", provide documentation the STI Project site is not within land designated as agricultural land per the FMMP tool.										
File Name	STI No Ag	Demonstrate the STI site is not within land designated as agricultural land per FMMP tool.					Uploaded to HCD?	Yes		
If "No", demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A):										
File Name	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).					Uploaded to HCD?	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.										
File Name	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.					Uploaded to HCD?	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".										

N/A

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	6/8/21
Site Control of site(s) by proposed developer.	N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.	5/1/22
Obtaining all necessary and discretionary public land use approvals.	7/1/22
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.	10/1/22
Commencement of construction.	2/1/23
Construction completion and closeout.	11/30/27
Program funds fully disbursed.	11/30/27
<i>Have all milestone dates been entered above?</i>	
Yes	

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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	State Rail Assistance	0	0	0	0	0	0	0	0			
STI BUDGET #1 - Caltrain Electric Multiple Unit Vehicle Procurement													
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): City Agency Fees												\$0	
Other Soft Costs (Specify): Construction Support Costs												\$0	
Other Soft Costs (Specify): Transit Construction Support Costs												\$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	\$7,350,000	\$2,450,000										\$9,800,000	
Other ITS Technology												\$0	
Other Transit and Station Areas (Specify):												\$0	
Other Transit and Station Areas (Specify):												\$0	
Total Transit and Station Areas - Construction	\$7,350,000	\$2,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,800,000	
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	

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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	State Rail Assistance	0	0	0	0	0	0	0	0		
Other Activity Costs (Specify):											\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)											\$0	
Employee Reporting											\$0	
Other Capital Asset Costs (Specify):											\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #1 Budgeted Project Costs	\$7,350,000	\$2,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,800,000	

Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.

STI BUDGET #2 - Visitacion Avenue Corridor Bike & Ped Improvements

Environmental review/studies	\$1,000										\$1,000	
Plan Specification and Estimates	\$40,000										\$40,000	
Right of way support costs	\$100,000										\$100,000	
Site or right of way acquisition for Cap. Improvement Project	\$0										\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Other Soft Costs (Specify):											\$0	
Total Soft Costs	\$141,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$141,000	
Clearing and Grubbing											\$0	
Demolition	\$20,000										\$20,000	
Grading	\$20,000										\$20,000	
Soil Stabilization (Lime, etc.)	\$40,000										\$40,000	
Erosion/Weed Control											\$0	
Dewatering											\$0	
Other Site Preparation (Specify):											\$0	
Total Site Preparation	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	
Sanitary Sewer	\$52,000										\$52,000	
Irrigation											\$0	
Storm Drain	\$124,000										\$124,000	
Detention Basin/Culverts	\$168,000										\$168,000	
Other Site Utilities (Specify): Relocate fire hydrant valves	\$20,000										\$20,000	
Total Site Utilities	\$364,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$364,000	
Aggregate Base	\$25,000										\$25,000	
Asphalt Pavement	\$60,000										\$60,000	
Sidewalk, Curb and Gutter	\$500,184										\$500,184	
Street Lights	\$50,000										\$50,000	
Striping/Barricades (Bicycle Facilities)	\$200,000										\$200,000	
Signage	\$4,000										\$4,000	
Crossing and Traffic Signals	\$20,000										\$20,000	
Roundabouts, median islands or curb extensions											\$0	
Other traffic calming surface improvements											\$0	
Other Complete Street Improvements (Specify):											\$0	
Other Complete Street Improvements (Specify):											\$0	
Total Complete Streets Improvements - Construction	\$859,184	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$859,184	
Striping/Barricades (for dedicated bus lanes)											\$0	
Sidewalk, Curb and Gutter											\$0	
Street Lights											\$0	
Signage											\$0	
Signaling Prioritization Technology											\$0	
Boarding infrastructure											\$0	
Seating/Benches											\$0	
Bus/Transit Shelters											\$0	
Vehicles											\$0	
Other ITS Technology											\$0	
Other Transit and Station Areas (Specify):											\$0	

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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	State Rail Assistance	0	0	0	0	0	0	0	0	Sources Total		
Other Transit and Station Areas (Specify):												\$0	
Total Transit and Station Areas - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee												\$0	
Provide Name of Impact Fee												\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify): Design and Project Management												\$0	
Other Activity Costs (Specify):												\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)												\$0	
Employee Reporting												\$0	
Other Capital Asset Costs (Specify):												\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #2 Budgeted Project Costs	\$1,444,184	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,444,184	

Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.

STI BUDGET #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	\$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	

Sunnydale HOPE SF Block 3A Sustainable Transportation Infrastructure (STI) Sources and Uses Budget PIN 47838

4/27/21

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	State Rail Assistance	0	0	0	0	0	0	0	0	Sources Total		
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Signage												\$0	
Signaling Prioritization Technology												\$0	
Boarding infrastructure												\$0	
Seating/Benches												\$0	
Bus/Transit Shelters												\$0	
Vehicles												\$0	
Other ITS Technology												\$0	
Other Transit and Station Areas (Specify):												\$0	
Other Transit and Station Areas (Specify):												\$0	
Total Transit and Station Areas - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Urban Greening (Specify):												\$0	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Provide Name of Impact Fee												\$0	
Provide Name of Impact Fee												\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):												\$0	
Other Activity Costs (Specify):												\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):												\$0	
Other Activity Costs (Specify):												\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Transit Operations for service expansion §103(a)(3)(A)(v)												\$0	
Employee Reporting												\$0	
Other Capital Asset Costs (Specify):												\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI #3 Budgeted Project Costs	\$0	\$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 SUSTAINABLE TRANSPORTATION INFRASTRUCTURE (STI) BUDGET													
Total Soft Costs	\$141,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$141,000	
Total Site Preparation	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$80,000	
Total Site Utilities	\$364,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$364,000	
Total Complete Streets Improvements - Construction	\$859,184	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$859,184	
Total Transit and Station Areas - Construction	\$7,350,000	\$2,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$9,800,000	
Total Urban Greening	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total STI Budgeted Project Costs	\$8,794,184	\$2,450,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,244,184	

TRA Project Summary

Project Name	Description (include: the general location and description of each TRA improvement)	Address	City	Zip	County	Census Tracts	APNs
TRA #1 Visitacion Avenue Corridor TRA Improvements	This Project will install lighting, signange and planting along with the STI bike and ped improvements.	Visitacion Avenue and Hahn Street	San Francisco	94134	San Francisco	6075060502	
Latitude: N/A	Longitude: N/A	Select the primary transit mode supported by this TRA: Microtransit					
TRA #2							
Latitude:	Longitude:	Select the primary transit mode supported by this TRA:					
TRA #3							
Latitude:	Longitude:	Select the primary transit mode supported by this TRA:					

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)		0.0	Type
# of Transit Routes Improved	1	Station Area or Transit Access Improvements			Yes	Other (describe): Bus bulbs, bus pads, sidewalk pads								

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.										\$106,111	\$2,120,530	\$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	\$125,512	\$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		

File Name	TRA Cap Project Costs	Documentation showing Capital Project costs are required as condition of local approval for TRA.	Uploaded to HCD?	N/A
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(C) Total combined requested grant amount for your STI Capital Projects and TRA Capital Projects cannot exceed \$10M?													Ok
§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 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 the general transit fleet, not including maintenance or operations associated with AHSC funded transit service expansion, including expansion beyond service levels offered during the COVID-19 pandemic;													
(3) In lieu fees for local inclusionary housing programs;													
(4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs;													
(5) All costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure);													
(6) Costs and fees associated with the ongoing provision of internet service.													

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 months	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC TRA Grant	State-HCD		\$1,061,115					
2	Yes	11/1/19	Priority Conservation Area Grant (MTC)	Other		\$194,000					
3											
4											
5											
6											
7											
8											
9											
10											

\$194,000	<Total Committed Non-AHSC TRA Funds	TOTAL (must equal TRA Budget Amt)	\$1,255,115
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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

File Name	EFC TRA1; EFC TRA2; EFC TRA3	Supporting documentation for the 1 non-AHSC TRA funding commitments.	Uploaded to HCD?	Yes
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(8)(A) Applicant acknowledges completion and approval or adoption of all necessary environmental clearances for transportation components must be attained by initial disbursement of grant funds.

NEPA:	Is Federal funding proposed that will trigger NEPA requirements?	No	If Yes, enter date of "Authority to Use Grant Funds"	N/A
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CEQA:	Project approved "by-right"?	No	Is Project Categorically Exempt?	No	Negative Declaration Date:	N/A	Final EIR Date:	5/1/22
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Discuss below any special NEPA and/or CEQA Special Circumstances or exemptions and provide estimated/actual completion dates of all necessary environmental clearances.

Project anticipates CEQA approval by 2022.

File Name	TRA Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	N/A
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File Name	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.	Uploaded to HCD?	N/A
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(9) If applicable, provide a listing and status of all discretionary local land use entitlements and permits, excluding design review, required to complete each TRA Project that have been granted, submitted or to be applied for to the appropriate local agencies, or consistent with local planning documents.

Agency / Issuer	Land Use Approval Date	Approval Type	Comments
N/A			

(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)

Form of site control (See Site Control in Appendix A):	Other (describe below)	Most recent document execution date:	N/A
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If leasehold estate:	Rent based on restricted land value?	N/A	Is acquisition cost \$0 in Dev. Budget?	N/A	Prepaid lease loan used? If so answer (a-c)	N/A
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(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
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Describe any special circumstances, e.g. if there are multiple TRA Projects provide site control information for each.

STIs will be constructed within public right-of-way owned by the City of San Francisco, a joint applicant.

File Name	TRA Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	Yes
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(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.

(12) Which applicant demonstrates the prior experience noted below:

	TRA Past Project #1	TRA Past Project #2
Project Name	Mansell Streetcapes Improvement Project	Beach Chalet Soccer Fields
Development Entity	RPD, Public Works, SFMTA	RPD
Completion Date	1/20/17	10/1/15
Brief Description	Same project that converted Mansell Street's four vehicle travel lanes into a two-way class bike path and pedestrian path between Visitacion Ave and Brazil Ave. Project also included flashing beacons at Visitacion Ave, and installation of dozens of street lights, new landscaping and some wall seating.	Redesigned and rebuilt soccer fields with artificial turf, with associated new pathways and extensive new lighting for soccer fields, parking lot lighting and pathways lighting. Project also included refurbishing restroom building, and resurfacing parking lot.

File Name	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.	Uploaded to HCD?	N/A
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(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.

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

(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?

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

File Name	TRA No Ag	Demonstrate TRA site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes
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If "No", demonstrate that the AHD Project site qualifies as an Infill Site (as defined in Appendix A):

File Name	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).	Uploaded to HCD?	N/A
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(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.

File Name	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.	Uploaded to HCD?	Yes
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(21)(B) If the TRA Project involves demolition of existing units affordable to lower income households, the application must demonstrate the replacement of demolished units, comparable in size, of equal or greater affordability, and equal to or greater than the number of the demolished affordable units located within comparable access to transit and include first right of return to displaced residents. These no net loss requirements (§106(a)(20)(C)) apply where a TRA Project is proposed on any property which includes a parcel or any portion of a parcel on which residential dwelling units affordable to lower income households currently exist or where there have been dwelling units restricted to lower-income households which have been vacated or demolished within the five year period preceding the application.

N/A

TRA Milestones

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

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

Capital Project Milestone Schedule	Date
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Sunnydale HOPE SF Block 3A Transportation Related Amenities (TRA) PIN 47838		4/27/21
Executed binding agreement between the Recipient and developer of the proposed development detailing the terms and conditions of the Project development.		N/A
Site Control of site(s) by proposed developer.		N/A
Completion of all necessary environmental clearances, including those required under CEQA and NEPA.		5/1/22
Obtaining all necessary and discretionary public land use approvals.		7/1/22
Submission of Final Construction Drawings and Specifications to the appropriate local permitting authority.		10/1/22
Commencement of construction.		2/1/23
Construction completion and closeout.		2/1/25
Program funds fully disbursed.		6/30/26
<i>Have all milestone dates been entered above?</i>		Yes

Sunnydale HOPE SF Block 3A Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47838

4/27/21

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	Priority Conservation Area Grant (MTC)	0	0	0	0	0	0	0	0	Sources Total		
TRA BUDGET #1 - Visitation Avenue Corridor TRA Improvements													
Environmental review/studies												\$0	
Plan Specification and Estimates		\$194,000										\$194,000	
Right of way support costs												\$0	
Site or right of way acquisition for Cap. Improvement Project												\$0	
Other Soft Costs (Specify): Construction Management	\$106,111											\$106,111	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Total Soft Costs	\$106,111	\$194,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,111	
Clearing and Grubbing												\$0	
Demolition												\$0	
Grading												\$0	
Soil Stabilization (Lime, etc.)												\$0	
Erosion/Weed Control												\$0	
Dewatering												\$0	
Other Site Preparation (Specify): Mobilization	\$18,000											\$18,000	
Total Site Preparation	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	
Sanitary Sewer												\$0	
Irrigation												\$0	
Storm Drain												\$0	
Detention Basin/Culverts												\$0	
Other Site Utilities (Specify):												\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base												\$0	
Asphalt Pavement												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights	\$819,729											\$819,729	
Striping/Barricades (Bicycle Facilities)												\$0	
Signage	\$25,275											\$25,275	
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	\$845,004	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$845,004	
Striping/Barricades (for dedicated bus lanes)												\$0	
Sidewalk, Curb, and Gutter												\$0	
Street Lights												\$0	
Signage												\$0	
Signaling Prioritization Technology												\$0	
Boarding infrastructure												\$0	
Seating/Benches												\$0	
Bus/Transit Shelters												\$0	
Other ITS Technology												\$0	
Other Transit Station or Stop (Specify):												\$0	
Other Transit Station or Stop (Specify):												\$0	
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Street Trees	\$45,000											\$45,000	
Bioswales												\$0	
Landscaping	\$47,000											\$47,000	
Other Urban Greening (Specify):												\$0	
Other Urban Greening (Specify):												\$0	
Total Urban Greening	\$92,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92,000	
Street Furniture												\$0	

Sunnydale HOPE SF Block 3A Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47838

4/27/21

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	Priority Conservation Area Grant (MTC)	0	0	0	0	0	0	0	0	0		Sources Total
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	
Provide Name of Impact Fee												\$0	
Provide Name of Impact Fee												\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Activity Costs (Specify):												\$0	
Other Activity Costs (Specify):												\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
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	\$0	
Total TRA #1 Budgeted Project Costs	\$1,061,115	\$194,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,255,115	

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.

TRA BUDGET #2 -

Environmental review/studies												\$0	
Plan Specification and Estimates												\$0	
Right of way support costs												\$0	
Site or right of way acquisition for Cap. Improvement Project												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Other Soft Costs (Specify):												\$0	
Total Soft Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Clearing and Grubbing												\$0	
Demolition												\$0	
Grading												\$0	
Soil Stabilization (Lime, etc.)												\$0	
Erosion/Weed Control												\$0	
Dewatering												\$0	
Other Site Preparation (Specify):												\$0	
Total Site Preparation	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Sanitary Sewer												\$0	
Irrigation												\$0	
Storm Drain												\$0	
Detention Basin/Culverts												\$0	
Other Site Utilities (Specify):												\$0	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Aggregate Base												\$0	
Asphalt Pavement												\$0	
Sidewalk, Curb and Gutter												\$0	
Street Lights												\$0	
Striping/Barricades (Bicycle Facilities)												\$0	
Signage												\$0	
Crossing and Traffic Signals												\$0	
Roundabouts, median islands or curb extensions												\$0	
Other traffic calming surface improvements												\$0	

Sunnydale HOPE SF Block 3A Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47838

4/27/21

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

Cost Category	ALL FUNDING SOURCES										Sources Total	Comments
	AHSC TRA Grant	Priority Conservation Area Grant (MTC)	0	0	0	0	0	0	0	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 #2 Budgeted Project Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	

Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.

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	

Sunnydale HOPE SF Block 3A Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47838

4/27/21

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

Cost Category	ALL FUNDING SOURCES										Sources Total	Comments
	AHSC TRA Grant	Priority Conservation Area Grant (MTC)	0	0	0	0	0	0	0	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	
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	

Sunnydale HOPE SF Block 3A Transportation Related Amenities (TRA) Sources and Uses Budget PIN 47838

4/27/21

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

Cost Category	ALL FUNDING SOURCES										Sources Total	Comments
	AHSC TRA Grant	Priority Conservation Area Grant (MTC)	0	0	0	0	0	0	0	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	

Provide Urban Greening Details and explain unusual or extraordinary circumstances that have resulted in higher than expected Project costs; provide a justification as to why these costs are reasonable.

TOTAL TRANSPORTATION RELATED AMENITIES (TRA) BUDGET

Total Soft Costs	\$106,111	\$194,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$300,111	
Total Site Preparation	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$18,000	
Total Site Utilities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Complete Streets Improvements - Construction	\$845,004	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$845,004	
Total Transit Station or Stop - Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Urban Greening	\$92,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$92,000	
Total Amenities	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Impact Fees	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Activity Delivery Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Other Capital Asset Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total TRA Budgeted Project Costs	\$1,061,115	\$194,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$1,255,115	

Sunnydale HOPE SF Block 3A Programs (PGM) PIN 47838

4/27/21

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.

See cell comments. Complete all yellow cells for each Program.		Program Description	Address	City	Zip	County
PGM #1	Transit Ridership	Project will provide at no charge one unlimited monthly transit pass for 36 months (3 years) to all units restricted to 60% AMI or less meeting the threshold in Section 106(a)(4) of the AHSC Guidelines. The Clipper Card "M" Pass transit pass value is equal to \$81 per month per household, although the Project will purchase the transit passes at a bulk discount through SFMTA at a monthly cost of \$40 per month.	Lot 3 Tentative Map 9537	San Francisco	94134	San Francisco
	Transit Passes					
Latitude: 37.712169		Longitude: -122.417078	Select the Program Cost Type §103(b)(1): Program Creation			
PGM #2	Transit Ridership	A TDM Coordinator will be employed to implement strategies within the Sunnydale HOPE SF TDM Plan to support residents, staff, and visitors in making trips to and from the AHD neighborhood by sustainable modes of transportation. The strategies will align with San Francisco city agencies' transportation goals and lead to collaboration among transit-related private and nonprofit agencies with the overall objective of reducing the number of driving trips.	1256 Market Street	San Francisco	94102	San Francisco
	Transit Demand Management (TDM) Coordinator					
Latitude: 37.778183		Longitude: -122.415911	Select the Program Cost Type §103(b)(1): Program Creation			
PGM #3	Workforce Dev.	Through partnership with community based organization Young Community Developers, the Co-Applicants will provide workforce training and support opportunities to Sunnydale residents in a cohort timed to correspond to a construction cycle in the Sunnydale revitalization. The Program will support the ongoing efforts of the Sunnydale Workforce Development Initiative to develop a pipeline of Sunnydale residents who are trained, certified and work-ready as sustainable employment opportunities become available.	1256 Market Street	San Francisco	94102	San Francisco
	Sunnydale Workforce Development Programming					
Latitude: 37.778183		Longitude: -122.415911	Select the Program Cost Type §103(b)(1): Program Creation			

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: Program creation

Please briefly describe how the Program Operator will sustain the Program beyond the term of the AHSC standard agreement and funds.

PGM #2: The Co-Applicants are committed to maintaining the TDM Coordinator position for the foreseeable future in order to have dedicated staff responsible for the implementation of the strategies outlined within the Sunnydale HOPE SF TDM Plan, which was written by the Developer and approved by the City and County of San Francisco. PGM #3: Likewise, the Co-Applicants are committed to providing future workforce development programming to residents as the Sunnydale revitalization progresses. The Co-Applicants expect to continue seeking funding from public and private sources beyond the term of the AHSC standard agreement and funds.

	Budgeted less required transit passes/cards	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 not including required transit passes/cards described in §106(a).	\$386,240	\$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 maintenance or operations associated with AHSC funded transit service expansion, including expansion beyond service levels offered during the COVID-19 pandemic;
- (3) In lieu fees for local inclusionary housing programs;
- (4) Ongoing operational costs beyond the term of the grant (three years) for Program Costs;
- (5) Costs associated with automobile or motorcycle parking (excluding electric vehicle charging infrastructure);
- (6) Costs and fees associated with the ongoing provision of internet service.

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 months	Required Debt Service	Balloon ?
							Rate	Type			
1	Yes		AHSC PGM Grant	State-HCD		\$500,000	<i>Transit Passes will not contribute to \$500k AHSC PGM cap.</i>				
2											
3											
4											
5											
6											
7											
8											
9											
10											
\$0		<Total Committed Non-AHSC PGM Funds		TOTAL (must equal PGM Budget Amount)		\$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.

N/A

File Name | EFC PGM1, EFC PGM2, EFC PGM3 | Supporting documentation for the 0 non-AHSC PGM funding commitments. | Uploaded to HCD? | 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

(12) Which applicant demonstrates the prior experience noted below: | Mercy Housing California

PGM Past Project #1	PGM Past Project #2
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Sunnydale HOPE SF Block 3A Programs (PGM) PIN 47838		4/27/21
Project Name	1180 Fourth Street, San Francisco, CA 94158	Various
Operating Entity	Mercy Housing California	Mercy Housing California
Brief Description	Project is a 150-unit affordable property for households at or below 50% AMI located in San Francisco. Twenty percent of the units are set aside for formerly homeless families.	Resident services coordination by Mercy Housing California at affordable housing properties throughout California.
Describe the prior experience of the Program Operator with operating similar successful programs.	Project received funding from an HCD program in 2015. Onsite staff successfully administrated the city transit pass program, per the requirement of the HCD funding source.	Resident Services Coordinators are responsible for resources and services for all residents. This includes assisting them in orienting to their new neighborhood and learning how to navigate the public transit system and other forms of sustainable transportation. The proposed TDM Coordinator will expand upon this type of resident-facing support and include strategy implementation responsibilities while serving the AHD and surrounding neighborhood.
(22) We certify the PGM is infeasible without AHSC Program funds, and other committed funds are not and will not be supplanted by AHSC Program funds.		Yes
Program Need and Readiness		
Please briefly describe the proposed Program(s) Activity		
PGM #1: The Transit Pass Program will provide at no charge one unlimited monthly transit pass for 36 months (3 years) to all households restricted to 60% AMI or less. PGM #2: The TDM Coordinator will be responsible for overseeing policy and administration of the Sunnydale HOPE SF TDM Plan and developing programs and approaches to increase the use of sustainable transportation. Responsibilities include organizing direct outreach and events, educating and promoting sustainable and active modes of transportation, and coordinating with all relevant city agencies to make improvements and minimize barriers. PGM #3: The Workforce Development Program will provide workforce training and support for 12 Sunnydale residents to prepare		
Who are the targeted users for the Program(s)?		
The targeted users or audience for the Programs are residents, staff, and visitors of the AHD Project as well as neighbors and community members within the Visitacion Valley neighborhood in which the AHD Project is located. The targeted users of the Workforce Development Program specifically are Sunnydale residents recruited throughout outreach efforts by the Co-Applicants.		
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 Transit Pass and TDM Coordinator Programs are designed to address the inequality and barriers that prevent low-income and immigrant communities of color from accessing affordable, reliable, sustainable, and active transportation, as well as the education and resources to maintain that transportation. The Workforce Development Program is designed to remove barriers to sustainable employment for Sunnydale residents including training, certifications, and union membership. This is successfully achieved by identifying and training residents to be work-ready and supporting their placement into construction and permanent jobs.		
Describe additional design challenges and development costs incurred to meet the requirements of the Program.		
The Programs require the availability of adequate space for office, outreach efforts, interagency meetings, and the full suite of other program activities. The AHD design team has worked through a variety of layout options to ensure all activities can be accomplished onsite or nearby within walking distance.		
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.	11/30/16	
Program operator identified.	11/30/16	
Obtaining all enforceable funding commitments.	N/A	
Program operations start.	5/1/22	
Identification and commitment of program operator and partners.	11/30/16	
Completion of a business or a work plan.	5/1/22	
Identification of ongoing support for operation costs beyond grant period.	5/1/24	
Program funds fully disbursed	5/1/25	
<i>Have all milestone dates been entered above?</i>		Yes

Sunnydale HOPE SF Block 3A Programs (PGM) Sources and Uses Budget PIN 47838

4/27/21

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

Cost Category	ALL FUNDING SOURCES											Sources Total	Comments	
	AHSC PGM Grant	0	0	0	0	0	0	0	0	0	0			
PGM BUDGET #1 - Transit Passes														
Direct Staff Cost 1 (Specify)													\$0	
Direct Staff Cost 2 (Specify)													\$0	
Direct Staff Cost 3 (Specify)													\$0	
Direct Staff Cost 4 (Specify)													\$0	
Direct Staff Cost 5 (Specify)													\$0	
Total Direct Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Total Indirect Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Total Staff Costs	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Travel													\$0	
Equipment													\$0	
Required Transit Passes/Cards (see cell comment)	\$113,760												\$113,760	
Other Transit Passes													\$0	
Supplies (Specify)													\$0	
Supplies (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Other Capital Costs (Specify)													\$0	
Total Other Capital Costs	\$113,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$113,760	
Total PGM #1 Budgeted Project Costs	\$113,760	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$113,760	
PGM BUDGET #2 - Transit Demand Management (TDM) Coordinator														
Transit Demand Management (TDM) Coordinator	\$205,713												\$205,713	
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	\$205,713	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$205,713	
Personnel Benefits and Other Indirect Staff Costs	\$82,285												\$82,285	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Total Indirect Staff Costs	\$82,285	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$82,285	
Total Staff Costs	\$287,998	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$287,998	
Travel													\$0	
Equipment													\$0	
Required Transit Passes/Cards (see cell comment)													\$0	
Other Transit Passes													\$0	
Materials for Meetings and Events	\$8,242												\$8,242	
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	
Total Other Capital Costs	\$8,242	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$8,242	
Total PGM #2 Budgeted Project Costs	\$296,240	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$296,240	
PGM BUDGET #3 - Sunnydale Workforce Development Programming														
Workforce Training Staff	\$15,758												\$15,758	
Operating Expenses	\$59,846												\$59,846	
Direct Staff Cost 3 (Specify)													\$0	
Direct Staff Cost 4 (Specify)													\$0	
Direct Staff Cost 5 (Specify)													\$0	
Total Direct Staff Costs	\$75,604	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$75,604	
Other Indirect Staff Cost (Specify)	\$11,341												\$11,341	
Other Indirect Staff Cost (Specify)													\$0	
Other Indirect Staff Cost (Specify)													\$0	
Total Indirect Staff Costs	\$11,341	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$11,341	
Total Staff Costs	\$86,945	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$86,945	
Travel													\$0	
Equipment													\$0	
Required Transit Passes/Cards (see cell comment)													\$0	
Other Transit Passes													\$0	
Supplies (Specify)													\$0	
Supplies (Specify)													\$0	
Required Certifications, Union Dues for Program Participants	\$3,055												\$3,055	
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	\$3,055	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,055	
Total PGM #3 Budgeted Project Costs	\$90,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$90,000	
TOTAL PROGRAM (PGM) BUDGET														
Total Direct Staff Costs	\$281,317	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$281,317	
Total Indirect Staff Costs	\$93,626	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$93,626	
Total Other Capital Costs	\$125,057	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$125,057	
Total PGM Budgeted Project Costs	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000	

55 Points Max (points in blue shaded cells)

Total Quantitative Self Score

52.0

Active Transportation Improvements §107(b) - 10 Points Max

10

(1) Length of Context Sensitive Bikeways (PAM) - 2 points max

Total length (in linear miles) of AHSC Funded Context Sensitive Bikeways (from STI worksheet): 0.76 **2**

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

File Name	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.	Uploaded to HCD?	Yes
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(3) Barriers to safe access of bicycle routes - 2 points max (one point for each)

Select how Project will address safe access of routes: Reduce vehicular speed or volume near bicycle users Eliminate potential conflict points **2**

File Name	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.	Uploaded to HCD?	Yes
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(4) Length of Safe and Accessible Walkways (PAM) - 2 points max

Total length (in linear feet) of STI new or replaced sidewalks and TRA sidewalks improved (from STI & TRA worksheets): 2,310 **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: placement of new sidewalk **1**

File Name	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.	Uploaded to HCD?	Yes
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(6) Barriers to safe access of pedestrian routes - 2 points max (one point for each)

Select how Project will address safe access of routes: Address other barriers that may have existed Reduce vehicular speed or volume near pedestrians **2**

File Name	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.	Uploaded to HCD?	Yes
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Green Buildings and Renewable Energy §107(c) - 10 Points Max

10

(1) Green Building Status - 3 points

Construction Type: Residential Construction

Green building status beyond State mandatory building code requirements as verified: Green Point Rated New Construction: Gold **3**

File Name	Green Building Status	Provide signed letter from a certified LEED Green rater, certified Green Point rater, or licensed engineer stating the green building status.	Uploaded to HCD?	Yes
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(2) AHD or Mixed Use Development powered entirely through electricity - 7 points max

Identify the Project's level of electric design: Project will be powered entirely through electricity with no connections to natural gas infrastructure. **7**

File Name	Electric Design	Document the AHD or Mixed Use Development will contain the level of electricity stated above.	Uploaded to HCD?	Yes
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Housing and Transportation Collaboration §107(d) - 9 Points Max

7

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

AHD & HRI Requested: \$10,850,000 STI Requested: \$8,794,184 Total AHSC Funds Requested: \$21,205,299 STI Funds Requested as % of Total AHSC Requested: 41% **6**

(2) TRA Funds Requested (at or not at Transit Station or Stop) as percentage of Total AHSC Requested - 2 points max

TRA Req:	\$1,061,115	TRA (Transit Station or Stop)	\$0	Total AHSC Funds Requested:	\$21,205,299	TRA (Transit Station/Stop) Funds Req as % of Total AHSC Req:	0%	TRA Funds Requested as % of Total AHSC Requested:	5%	1
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(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 **0**

File Name	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.	Uploaded to HCD?	N/A
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(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**

File Name	High Speed Rail Area	Document Project being within environmentally cleared High Speed Rail Station Planning Area.	Uploaded to HCD?	N/A
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Location Efficiency and Access to Destinations §107(e) - 6 Points Max

5.0

(1) Location Efficiency - Walkability - 3 points max

Enter Project address (or Project's center most point if no specific address) on [US EPA Walkability Index](#) to determine Walkability.

Project address or corridor: 1575 Sunnydale Avenue, San Francisco, CA 94134 (approximate address) Walkability Index: Above Average Walkable **2**

(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 1/2 mile of the AHD)

Grocery store-meets CalFresh requirements:	Yes	Licensed child care facility:	Yes	Public library:	Yes	Bank or Post Office:	Yes	3.0
Medical clinic-accepts Medi-Cal payments:	Yes	Pharmacy:	Yes	Office park:	No	Place of Worship:	Yes	
Public elementary, middle or high school:	Yes	Park-accessible to general public:	Yes	University or junior college:	No			

Funds Leveraged §107(f) - 4 Points Max

4

Non-AHSC Enforceable Funding Commitments (EFC): \$47,234,434 AHSC Funds Requested: \$21,205,299 Non-AHSC EFCs as a % of AHSC Requested: 223%

Anti-Displacement Strategies §107(g) - 6 Points Max

6

(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 - 4 points max

of Strategies Implemented **4 4**

Strategies Voluntarily Implemented by Applicant (select "Yes" for each strategy implemented). *These Strategies must be funded by the AHSC Applicant.*

Funding a community multi-lingual tenant legal counseling service. These funds do not need to be supplied by AHSC. **No**

Affirmative marketing strategies or plans targeting nearby neighborhoods, a Disadvantaged Community or a Low-Income Community. **No**

Funding a community based organization with a history of working in the local community to conduct displacement prevention work. These funds do not need to be supplied by AHSC. The application must include an executed agreement between the community based organization and applicant identifying the outcomes of the funded work. **No**

File Name	Community Based Org Agrmnt	Executed agreement between the community based organization and applicant identifying the outcomes of the funded work.	Uploaded to HCD?	N/A
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Strategies Implemented by Local Jurisdiction (select "Yes" for each strategy implemented). *These Strategies will only be awarded points if these policies are within local code or are ongoing programs of the local jurisdiction. All actions may only qualify for a single strategy. Strategies or programs must exceed State minimum standards. Local ordinances that match or exceed legal provisions such as tenant protection laws adopted in response to COVID-19 or those included under Government Code 66300 (Housing Crisis Act of 2019) may count for points in this section so long as they are not temporary.*

Sunnydale HOPE SF Block 3A Quantitative Policy Scoring §107 PIN 47838

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Replacement requirements in targeted growth areas such as transit stations, transit corridors, job and housing rich areas, downtowns and revitalization areas or policies on sites identified pursuant to Gov. Code §65583.2(g)(3).					No
Rent stabilization programs beyond what is required by California Civil Code 1946.2.					Yes
Just cause eviction or other efforts improving tenant stability beyond what is required by California Civil Code 1946.2.					Yes
Policies to preserve Single Room Occupancy (SRO) housing or mobile home parks.					Yes
Condominium conversion restrictions.					Yes
Land banking programs actively receiving funding with a cumulative value of at least \$1,000,000. If Yes, provide details below.					No
For each land banking program totalling at least \$1,000,000 in allocations, enter the program name followed by program type.	N/A				
Community benefit zoning and/or other land value recapture strategy.					No
Rent review board and/or mediation, foreclosure assistance, or multi-lingual tenant legal counseling services.					No
Policies to facilitate the development of new accessory dwelling units.					No
Density bonus ordinances that expand on state replacement requirements					No
File Name	Anti-Displacement Resident	Document each strategy or program and how it relates to the AHSC Project; how strategies exceed state requirements, if applicable; and who will implement any strategies under "Voluntarily Implemented by Applicants" and how they will do so.	Uploaded to HCD?	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>
				1	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		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	Will be Implemented	Prioritization of Minority and Women Business Enterprises (MWBE) for public contracting		
File Name	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.	Uploaded to HCD?	Yes	
Local Workforce Development & Hiring Practices §107(g) - 3 Points Max					3
(3) Projects that implement at least one workforce development strategy - 1.5 points per strategy, 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</i>	2	
A. Funding workforce development organization that has a track record of success serving disadvantaged populations and can demonstrate significant job placement rates for trainees from Disadvantaged Communities.					Yes
File Name	Workforce Strategy A, B, C, D	Document each workforce development strategy including 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 and its outcomes.	Uploaded to HCD?	Yes	
B. Funding a partnership with a workforce development board that has a track record of success serving disadvantaged populations and can demonstrate significant job placement rates for trainees from Disadvantaged Communities.					No
File Name	Workforce Development	Must submit program metrics detailing the demographics and numbers of individuals recruited, trained, and placed into state-certified apprenticeships or related jobs.	Uploaded to HCD?	Yes	
C. Project is bound by a Skilled and Trained workforce commitment.					No
File Name	Skilled Workforce	A letter of intent letter of intent between the developer and the certified apprenticeship program outlining the mechanism to deliver on the term of that commitment.	Uploaded to HCD?	N/A	
D. Projects that have developed a Project labor or community workforce agreement.					No
File Name	Workforce Agreement	Provide agreements, including a plan to pull a defined set of pre-apprentices from local programs with close and demonstrable connections to state-certified apprenticeships.	Uploaded to HCD?	N/A	
E. Projects that are located in jurisdictions with local hire ordinances that directly apply to the Project.					Yes
File Name	Workforce Local Hires	Documentation of those requirements and a concrete plan to comply, including a specific number of targeted workers or apprenticeships to be hired, the mechanism for doing so, and the programs from which they will be pulled.	Uploaded to HCD?	Yes	
Housing Affordability §107(h) - 5 Points Max					5
Total AHD Units Restricted to Extremely Low Income (ELI) Households:	17	Total AHD Units:	80	ELI Restricted AHD Units as a % of Total AHD Units:	21%
Programs §107(i) - 2 Points Max					2
(1) AHSC Funded Eligible Program - 1 point					
Proposed Eligible Program:	Transit Ridership Programs				1
(2) Applicant Provided Program Documentation - 1 point (if Yes, attach documentation)					
Program Operator will sustain the program beyond the term of the AHSC Program grant (three years)?				Yes	1
File Name	Program Continuation	Document showing how the Program Operator will sustain the program beyond the term of the AHSC Program grant (three years).	Uploaded to HCD?	Yes	

Sunnydale HOPE SF Block 3A Narrative-Based Scoring §107(k)(l)(m)(n) - 15 Points Max PIN 47838

4/27/21

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.

File Name	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.	Uploaded to HCD?	Yes
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Collaboration & Planning - §107(k) - 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.

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

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

File Name	Site Plan & Project Map	Provide a site plan and Project area map (or context plan) detailing housing and transportation collaboration.	Uploaded to HCD?	Yes
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Community Benefits & Engagement - §107(l) - 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.

File Name	Community Tracker	Provide a completed AHSC Round 6 Community Engagement Tracker.	Uploaded to HCD?	Yes
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(2) Addressing Community Needs *Narrative

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

File Name	Community Needs	Letter of support from local community-based, grassroots organization describing the community engagement process and how feedback from local residents was incorporated into the Project.	Uploaded to HCD?	Yes
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Community Climate Resiliency - §107(m) - 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).

File Name	Climate Matrix	AHSC Round 6 Climate Adaptation Assessment Matrix.	Uploaded to HCD?	Yes
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(2) Climate Adaptation *Narrative

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

Community Air Pollution Exposure Mitigation §107(n) - 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.

Overview worksheet Uploads

FAAST FILE:	AB1550	Applicable CARB Priority Population Benefit Criteria Tables.	Uploaded to HCD?	Yes
FAAST FILE:	Project Area Map	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. Refer to the Project Area Mapping Guidance.	Uploaded to HCD?	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 Map. Refer to the Project Area Mapping Guidance.	Uploaded to HCD?	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.	Uploaded to HCD?	Yes
FAAST FILE:	MPO Support Doc	Document from MPO identified in cell Y9 above confirming consistency with SCS or similar sustainable planning document in non-MPO regions, per §106(a).	Uploaded to HCD?	Yes
FAAST FILE:	SCS or Equiv Regional Plan	Indicate the applicable section or elements of the SCS or equivalent regional plan detailing regional government involvement.	Uploaded to HCD?	Yes
FAAST FILE:	Reloc Plan	Applicants must provide a Relocation Plan or documentation supporting no relocation.	Uploaded to HCD?	Yes
FAAST FILE:	Hsng Element Letter	A jurisdiction's current housing element status is obtainable thru HCD's website	Uploaded to HCD?	Yes
FAAST FILE:	Indian Tribe	If applicable, for all Federally recognized Indian Tribe Applicants, upload documentation to support requirements as described in Appendix B.	Uploaded to HCD?	N/A
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.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 OrgDoc1, App1 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App1 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	App1 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	App1 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	N/A
FAAST FILE:	App2 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 OrgDoc1, App2 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App2 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	App2 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	App2 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	Yes
FAAST FILE:	App3 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App3 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App3 OrgDoc1, App3 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	App3 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	App3 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App3 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	App3 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	App3 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	N/A
FAAST FILE:	App3 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	N/A
FAAST FILE:	App4 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 OrgDoc1, App4 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App4 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	
FAAST FILE:	App4 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	
FAAST FILE:	App5 Cert & Legal Disclosure	See Certifications & Legal worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 OrgDoc1, App5 OrgDoc2, etc.	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 FISCAL TIN FORM	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	App5 Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	
FAAST FILE:	App5 Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	
FAAST FILE:	Owner Cert & Legal	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner Resolution	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner OrgDoc1, OrgDoc2, etc...	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Owner FISCAL TIN Form	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	Owner Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	Owner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	N/A
FAAST FILE:	Managing General Partner Cert & Legal	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes

FAAST FILE:	Managing General Partner Reso	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner TIN	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	Managing General Partner Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	Managing General Partner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	Yes
FAAST FILE:	Administrative General Partner Cert & Legal	See Certifications & Legal worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Administrative General Partner Reso	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Administrative General Partner OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Administrative General Partner OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Administrative General Partner Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Administrative General Partner Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	Yes
FAAST FILE:	Administrative General Partner TIN	See Applicant Documents worksheet.	Uploaded to HCD?	N/A
FAAST FILE:	Administrative General Partner Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	Administrative General Partner Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	N/A
FAAST FILE:	Cert & Legal	See Certifications & Legal worksheet.	Uploaded to HCD?	
FAAST FILE:	Reso	Signature required; see Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	OrgDoc1, OrgDoc2, etc	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	OrgChart	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	Signature Block	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	Payee Data Record	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	TIN	See Applicant Documents worksheet.	Uploaded to HCD?	
FAAST FILE:	Cert of Good Standing	Dated 30 days or less from the application due date.	Uploaded to HCD?	
FAAST FILE:	Tax-Exempt Status	Evidence of tax-exempt status from IRS and from Franchise Tax Board for Corporations.	Uploaded to HCD?	
Certification and Legal				
FAAST FILE:	Cert & Legal Explanation	Letter of explanation for any "Yes" answers or red shaded items above.	Uploaded to HCD?	N/A
AHD-HRI				
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.	Uploaded to HCD?	Yes
FAAST FILE:	Cap Improvements Req	Documentation from a Locality, transit agency or special district that capital improvements are required	Uploaded to HCD?	N/A
FAAST FILE:	SFH Lease Addendum	§106(a)(5) Smoke Free Housing Lease Addendum, must be submitted prior to construction close.	Uploaded to HCD?	N/A
FAAST FILE:	AHD Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	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.	Uploaded to HCD?	Yes
FAAST FILE:	AHD Market Study	Provide a completed market study prepared within one year of the application due date.	Uploaded to HCD?	Yes
FAAST FILE:	AHD Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	Yes
FAAST FILE:	AHD Preliminary Title Report	PTR, that is no more than 6 months old for the AHD Project.	Uploaded to HCD?	Yes
FAAST FILE:	Past Exp AHD1, Past Exp AHD2	Certificates of Occupancy for two recently completed affordable housing developments.	Uploaded to HCD?	Yes
FAAST FILE:	AHD No Ag	Demonstrate the AHD site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes
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).	Uploaded to HCD?	N/A
FAAST FILE:	HRI Environmental	Copy of all environmental reports and clearances (e.g. EIR, Phase 1 Notice of Exemption).	Uploaded to HCD?	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.	Uploaded to HCD?	N/A
FAAST FILE:	HRI Market Study	Completed market study prepared within one year of the application due date.	Uploaded to HCD?	N/A
FAAST FILE:	HRI Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	N/A
FAAST FILE:	Past Exp HRI1, Past Exp HRI2	Certificates of Occupancy for two recently completed affordable housing developments.	Uploaded to HCD?	N/A
FAAST FILE:	HRI No Ag	Demonstrate the HRI site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	N/A
FAAST FILE:	HRI Ag Infill	Demonstrate that HRI Project site qualifies as an Infill Site (as defined in Appendix A).	Uploaded to HCD?	N/A

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.	Uploaded to HCD?	N/A
FAAST FILE:	Article XXXIV Attorney Opinion	Demonstrate legal requirements of Article XXXIV and relevant Project facts have been considered.	Uploaded to HCD?	Yes
FAAST FILE:	Article XXXIV Authority	Copy of document providing Authority.	Uploaded to HCD?	Yes
FAAST FILE:	Tax Credit Reservation	If the Project has already received a tax credit reservation, upload documentation.	Uploaded to HCD?	N/A
Max Funds & Unit Mix				
FAAST FILE:	Utility Allowance	Local housing authority document showing current utility allowance chart, with relevant components circled.	Uploaded to HCD?	Yes
Dev Sources				
FAAST FILE:	EFC AHD HRI1; EFC AHD HRI2; EFC AHD HRI3; etc.	Documentation for the 0 non-TCAC & non-AHSC AHD & HRI funding commitments.	Uploaded to HCD?	Yes
STI				
FAAST FILE:	STI Cap Project Costs	Documentation showing Capital Project costs are required as a condition of local approval for STI.	Uploaded to HCD?	N/A
FAAST FILE:	EFC STI1; EFC STI2; EFC STI3; etc.	Supporting documentation for the 0 non-AHSC STI funding commitments.	Uploaded to HCD?	Yes
FAAST FILE:	STI Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	N/A
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.	Uploaded to HCD?	N/A
FAAST FILE:	STI Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	Yes
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.	Uploaded to HCD?	Yes
FAAST FILE:	STI No Ag	Demonstrate the STI site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes
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).	Uploaded to HCD?	N/A
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.	Uploaded to HCD?	Yes
TRA				
FAAST FILE:	TRA Cap Project Costs	Documentation showing Capital Project costs are required as condition of local approval for TRA.	Uploaded to HCD?	N/A
FAAST FILE:	EFC TRA1; EFC TRA2; EFC TRA3; etc.	Supporting documentation for the 0 non-AHSC TRA funding commitments.	Uploaded to HCD?	Yes
FAAST FILE:	TRA Environmental	Copy of all environmental clearances (e.g. Environmental Impact Report) or Notice of Exemption.	Uploaded to HCD?	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.	Uploaded to HCD?	N/A
FAAST FILE:	TRA Site Control	Appropriate documentation to demonstrate the form of site control indicated above.	Uploaded to HCD?	Yes
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.	Uploaded to HCD?	N/A
FAAST FILE:	TRA No Ag	Demonstrate TRA site is not within land designated as agricultural land per FMMP tool.	Uploaded to HCD?	Yes
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).	Uploaded to HCD?	N/A
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.	Uploaded to HCD?	Yes
PGM				
FAAST FILE:	EFC PGM1, EFC PGM2, EFC PGM3	Supporting documentation for the 0 non-AHSC PGM funding commitments.	Uploaded to HCD?	N/A
Quantitative Policy				
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.	Uploaded to HCD?	Yes
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.	Uploaded to HCD?	Yes
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.	Uploaded to HCD?	Yes
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.	Uploaded to HCD?	Yes
FAAST FILE:	Green Building Status	Provide signed letter from a certified LEED Green rater, certified Green Point rater, or licensed engineer stating the green building status.	Uploaded to HCD?	Yes
FAAST FILE:	Electric Design	Document the AHD or Mixed Use Development will contain the level of electricity stated above.	Uploaded to HCD?	Yes
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.	Uploaded to HCD?	N/A
FAAST FILE:	High Speed Rail Area	Document Project's location within environmentally cleared High Speed Rail Station Planning Area.	Uploaded to HCD?	N/A
FAAST FILE:	Community Based Org Agrmnt	Executed agreement between the community based organization and applicant identifying the outcomes of the funded work.	Uploaded to HCD?	N/A
FAAST FILE:	Anti-Displacement Resident	Document each strategy or program and how it relates to the AHSC Project; how strategies exceed state requirements, if applicable; and who will implement any strategies under "Voluntarily Implemented by Applicants" and how they will do so.	Uploaded to HCD?	Yes
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.	Uploaded to HCD?	Yes
FAAST FILE:	Workforce Strategy A, B, C, D	Document each workforce development strategy including 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 and its outcomes.	Uploaded to HCD?	Yes
FAAST FILE:	Workforce Development	Must submit program metrics detailing the demographics and numbers of individuals recruited, trained, and placed into state-certified apprenticeships or related jobs.	Uploaded to HCD?	Yes
FAAST FILE:	Skilled Workforce	A letter of intent letter of intent between the developer and the certified apprenticeship program outlining the mechanism to deliver on the term of that commitment.	Uploaded to HCD?	N/A

FAAST FILE:	Workforce Agreement	Provide agreements, including a plan to pull a defined set of pre-apprentices from local programs with close and demonstrable connections to state-certified apprenticeships.	Uploaded to HCD?	N/A
FAAST FILE:	Workforce Local Hires	Documentation of those requirements and a concrete plan to comply, including a specific number of targeted workers or apprenticeships to be hired, the mechanism for doing so, and the programs from which they will be pulled.	Uploaded to HCD?	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).	Uploaded to HCD?	Yes
Narrative Policy				
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.	Uploaded to HCD?	Yes
FAAST FILE:	Local Planning Efforts	Indicate the applicable section or elements of the local planning document Project will implement.	Uploaded to HCD?	Yes
FAAST FILE:	Site Plan & Project Map	Provide a site plan and Project area map (or context plan) detailing housing and transportation collaboration.	Uploaded to HCD?	Yes
FAAST FILE:	Community Tracker	Provide a completed AHSC Round 6 Community Engagement Tracker.	Uploaded to HCD?	Yes
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.	Uploaded to HCD?	Yes
FAAST FILE:	Climate Matrix	AHSC Round 6 Climate Adaptation Assessment Matrix.	Uploaded to HCD?	Yes
GHG & Co-Benefits Quantification				
FAAST FILE:	GHG Benefits Calculator Tool	Completed AHSC Benefits Calculator Tool, with worksheets applicable to the project and all fields in the GHG Summary and Co-benefits Summary tabs populated. Click here for instructional video.	Uploaded to HCD?	Yes
FAAST FILE:	GHG Affordable Housing	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	Uploaded to HCD?	Yes
FAAST FILE:	GHG Distance to CBD	Map documenting distance to central business district, determined using the CARB tool available at: www.arb.ca.gov/cc/capandtrade/auctionproceeds/kml/jobcentermap.htm	Uploaded to HCD?	Yes
FAAST FILE:	GHG Mixed-Used Development	Documentation of mixed-use development inputs, including proposed uses and total areas of each type of space	Uploaded to HCD?	Yes
FAAST FILE:	GHG Parking	Documentation of parking inputs, including the following: - Number of residential parking spaces; and - Calculations of unbundled monthly parking cost	Uploaded to HCD?	Yes
FAAST FILE:	GHG Transit Subsidy	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	Uploaded to HCD?	Yes
FAAST FILE:	GHG Average Daily Traffic	Documentation of average daily traffic for the street parallel to each proposed bicycle or pedestrian facility	Uploaded to HCD?	Yes
FAAST FILE:	GHG Bike Share	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	Uploaded to HCD?	N/A
FAAST FILE:	GHG Transit Component (Submit documentation for each service or capital improvement and number according to order on Transit Inputs tab)	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	Uploaded to HCD?	Yes
FAAST FILE:	GHG Transit Map	Map documenting new or expanded transit routes or capital improvements	Uploaded to HCD?	Yes
FAAST FILE:	GHG PVWatts Results	PVWatts Calculator results spreadsheet, generated via pvwatts.nrel.gov/	Uploaded to HCD?	Yes
FAAST FILE:	GHG Solar PV System	Documentation of solar PV system, including the following: - Number of solar PV panels; - Watts per panel	Uploaded to HCD?	Yes
Project Area Map Data Layers (Optional)				
FAAST FILE:	Project Area Map Data Layers	Optional: In a single file or as multiple files, provide the mapping data layers used to create the Project Area Map. Acceptable file formats include: ArcGIS--geodatabase (.gdb), layer package (.lpx), map package (.mpk), zipped shapefile (including the .shp, .dbf, .prj and .shx files) ; Google Maps or Google Earth (.kml or .kmz); and geojson and csv files for location data.	Uploaded to HCD?	No

Application Development Team (ADT) Support Form

4/27/21

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

Full Name:	Kaitlin Roth	Date Requested:	5/24/21	Application Version Date:	4/27/21
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Organization:	The Related Companies of California, LLC	Email:	kroth@related.com	Contact Phone:	(925) 430-9622
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Justification: The Related Companies of California (Applicant #1) and Mercy Housing California (Applicant #2) are co-developers of the AHD Project and co-applicants of the AHSC application. Cell R105 of the Overview tab does not include "Developer" as an option to select under the Applicant #2 Eligibility drop-down list, and no other options from the list apply.

Issue #	Program Name &	Tab	Section	Cell#	Update/Comment	Urgency	ADT Status	Status Date
1	AHSC	Overview	Applicant Information Section 105	R105	The drop down menu does not list a "Developer" option to choose for Applicant #2.	High		
2	AHSC							
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1 [Apply for Grant - Sunnydale Block 3A Housing Partners, L.P. - Assumption of Liability -
2 Department of Housing and Community Development Affordable Housing and Sustainable
3 Communities Program - Sunnydale Block 3A]

4 **Resolution authorizing the Mayor’s Office of Housing and Community Development, on**
5 **behalf of the City and County of San Francisco, to execute a grant application, as**
6 **defined herein, under the Department of Housing and Community Development**
7 **Affordable Housing and Sustainable Communities (“AHSC”) Program as a joint**
8 **applicant with Sunnydale Block 3A Housing Partners, L.P., a California limited**
9 **partnership, for the 100% affordable housing project as identified as Sunnydale**
10 **Block 3A in Sunnydale HOPE SF Development Agreement; authorizing the City to**
11 **assume any joint and several liability for completion of the projects required by the**
12 **terms of any grant awarded under the AHSC Program; and adopting findings under the**
13 **California Environmental Quality Act ("CEQA"), the CEQA Guidelines, and**
14 **Administrative Code, Chapter 31.**

15
16 WHEREAS, The State of California, the Strategic Growth Council (“SGC”) and the
17 Department of Housing and Community Development (“Department”) has issued a Notice of
18 Funding Availability (“NOFA”) dated February 26, 2021, under the Affordable Housing and
19 Sustainable Communities (“AHSC”) Program established under Division 44, Part 1 of the
20 Public Resources Code commencing with Section 75200; and

21 WHEREAS, The SGC is authorized to approve funding allocations for the AHSC
22 Program, subject to the terms and conditions of the NOFA, AHSC Program Guidelines
23 adopted by SGC on February 24, 2021 (“Program Guidelines”), an application package
24 released by the Department for the AHSC Program (“Application Package”), and an AHSC
25

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

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

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

10 WHEREAS, Sunnydale Block 3A Housing Partners, L.P., a California limited
11 partnership (“Developer”), has requested the City and County of San Francisco (the “City”),
12 acting by and through the Mayor’s Office of Housing and Community Development
13 (“MOHCD”), to be a joint applicant for an 80 unit, 100% affordable housing project, with 4,300
14 square feet of ground floor commercial space (the “Project”) identified as Sunnydale Block 3A
15 (“Sunnydale Block 3A”); in Sunnydale HOPE SF Development Agreement (File No. 161164);
16 and

17 WHEREAS, By Ordinance No. 20-17, the Board of Supervisors made findings under
18 the California Environmental Quality Act (Public Resources Code, Sections 21000 et seq.)
19 and findings of consistency with the General Plan, and the eight priority policies of Planning
20 Code, Section 101.1, which Ordinance is on file with the Clerk of the Board of Supervisors in
21 File No. 161309 and is incorporated herein by reference; and

22 WHEREAS, In order to be highly competitive for the AHSC funds, the Developer and
23 MOHCD will also apply for AHSC grant funds to purchase Caltrain vehicles (“Caltrain
24 vehicles) in order to further reduce greenhouse gas emissions; and

25 WHEREAS, The Recreation and Parks Department (“SFRPD”) plans to perform bicycle

1 and pedestrian improvements in the vicinity of the Project (the “SFRPD Work”); and

2 WHEREAS, Caltrain and Developer will enter into a Memorandum of Understanding to
3 make commitments related to purchase of the Caltrain vehicles as included in the Application
4 Package; and

5 WHEREAS, The City, acting by and through MOHCD, desires to apply for AHSC
6 Program funds and submit an Application Package as a joint applicant with the Developer;
7 now, therefore, be it

8 RESOLVED, That the Board of Supervisors hereby adopts the findings contained in
9 Ordinance No. 20-17 regarding the California Environmental Quality Act for the Project, and
10 hereby incorporates such findings by reference as though fully set forth in this Resolution;
11 and, be it

12 FURTHER RESOLVED, That the Board of Supervisors hereby finds that the Project is
13 consistent with the General Plan, and with the eight priority policies of Planning Code,
14 Section 101.1 for the same reasons as set forth in Ordinance No. 20-17, and hereby
15 incorporates such findings by reference as though fully set forth in this Resolution; and, be it

16 FURTHER RESOLVED, That the Board of Supervisors delegates to MOHCD, on
17 behalf of the City, the authority to execute an application to the AHSC Program as detailed in
18 the NOFA dated February 26, 2021, for Round 6, in a total amount not to exceed \$21,700,000
19 of which \$10,850,000 will be provided as a loan for an Affordable Housing Development
20 (“AHD”) (“AHSC Loan”) and \$10,850,000 will be provided as a grant for Housing-Related
21 Infrastructure (“HRI”), Sustainable Transportation Infrastructure (“STI”), Transit-Related
22 Amenities (“TRA”) or Program (“PGM”) activities (“AHSC Grant”) as defined the AHSC
23 Program Guidelines and sign AHSC Program documents; and, be it

24 FURTHER RESOLVED, The Board of Supervisors specifically agrees that the City
25 shall assume any joint and several liability for completion of the Project required by the terms

1 of any grant awarded to the City and the Developer under the AHSC Program; and, be it

2 FURTHER RESOLVED, That the Board of Supervisors acknowledges that if the
3 Application is successful, the City, through MOHCD, shall seek Board of Supervisors approval
4 of the Standard Agreement, with terms and conditions that AHSC Program funds are to be
5 used for allowable capital asset project expenditures to be identified in Exhibit A of the
6 Standard Agreement, that the Application Package in full is incorporated as part of the
7 Standard Agreement, and that any and all activities funded, information provided, and
8 timelines represented in the application are enforceable through the Standard Agreement;
9 and, be it

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

17 FURTHER RESOLVED, That all actions authorized and directed by this Resolution and
18 heretofore taken are ratified, approved and confirmed by this Board of Supervisors.

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RECOMMENDED:

/s/_____

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



City and County of San Francisco
Tails
Resolution

City Hall
1 Dr. Carlton B. Goodlett Place
San Francisco, CA 94102-4689

File Number: 210505

Date Passed: May 25, 2021

Resolution authorizing the Mayor's Office of Housing and Community Development, on behalf of the City and County of San Francisco, to execute a grant application, as defined herein, under the Department of Housing and Community Development Affordable Housing and Sustainable Communities ("AHSC") Program as a joint applicant with Sunnydale Block 3A Housing Partners, L.P., a California limited partnership, for the 100% affordable housing project as identified as Sunnydale Block 3A in Sunnydale HOPE SF Development Agreement; authorizing the City to assume any joint and several liability for completion of the projects required by the terms of any grant awarded under the AHSC Program; and adopting findings under the California Environmental Quality Act ("CEQA"), the CEQA Guidelines, and Administrative Code, Chapter 31.

May 20, 2021 Government Audit and Oversight Committee - RECOMMENDED AS COMMITTEE REPORT

May 25, 2021 Board of Supervisors - ADOPTED

Ayes: 11 - Chan, Haney, Mandelman, Mar, Melgar, Peskin, Preston, Ronen, Safai, Stefani and Walton

File No. 210505

I hereby certify that the foregoing Resolution was ADOPTED on 5/25/2021 by the Board of Supervisors of the City and County of San Francisco.

Angela Calvillo
Clerk of the Board

London N. Breed
Mayor

Date Approved



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 #: 230378

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
Ryan vanZuylen	408-504-4966
FULL DEPARTMENT NAME	DEPARTMENT CONTACT EMAIL
MYR Mayor Office Housing & Comm Dev	ryan.vanzuylen@sfgov.org

5. CONTRACTOR	
NAME OF CONTRACTOR Sunnydale Block 3A Housing Partners, L.P.	TELEPHONE NUMBER 415-633-3167
STREET ADDRESS (including City, State and Zip Code) 18201 Von Karmen Ave, STE 900, Irvine CA 92612	EMAIL tnguyen@related.com

6. CONTRACT		
DATE CONTRACT WAS APPROVED BY THE CITY ELECTIVE OFFICER(S)	ORIGINAL BID/RFP NUMBER	FILE NUMBER (If applicable) 230378
DESCRIPTION OF AMOUNT OF CONTRACT \$21,205,299		
NATURE OF THE CONTRACT (Please describe) Accept and Expend Resolution for CA HCD AHSC program for a loan and grant amount of \$21,205,299 for a 80-unit affordable housing development known as Sunnydale Block 3A.		

7. COMMENTS
Sunnydale Block 3A Housing Partners, L.P. consists of two general partners: Mercy Transformation LLC, a California limited liability company, and Related Development Company of California, LLC, a California limited liability company.

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	Shoemaker	Douglas	Other Principal Officer
2	Dolin	Jennifer	Board of Directors
3	Agostino	Val	Board of Directors
4	Ciraulo	Rich	Board of Directors
5	Clayton	Melissa	Board of Directors
6	Dare	Ramie	Other Principal Officer
7	Daues	Stephan	Board of Directors
8	Graf	Jane	Board of Directors
9	Gualco	Barbara	Board of Directors
10	Holder	Eric	Board of Directors
11	Jivan	Sheela	Board of Directors
12	Saab	Bruce	Board of Directors
13	Spears	Steve	Board of Directors
14	Sprauge	Rick	Board of Directors
15	Villablanca	Erika	Board of Directors
16	Dodds	Vince	Board of Directors
17	Rosenblum	Joseph	Board of Directors
18	Bayley	Amy	Board of Directors
19	Cardone	Frank	Board of Directors

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	Witte	William	Board of Directors
21	Silverberg	Ann	Other Principal Officer
22	Sherman	Steve	Board of Directors
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9. AFFILIATES AND SUBCONTRACTORS

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

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

10. VERIFICATION

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

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

<p>SIGNATURE OF CITY ELECTIVE OFFICER OR BOARD SECRETARY OR CLERK</p> <p>BOS Clerk of the Board</p>	<p>DATE SIGNED</p>
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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: March 1, 2023

SUBJECT: Accept and Expend Resolution for Affordable Housing and Sustainable Communities (AHSC) Program at Sunnydale Block 3A

GRANT TITLE: Affordable Housing and Sustainable Communities Program – Sunnydale Block 3A

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

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

N/A Other (Explain):

Departmental representative to receive a copy of the adopted resolution:

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

No