

1 [Loan Agreement - Hunters View Associates, L.P. - Hunters View HOPE SF - Not to Exceed
2 \$33,903,540 for Infrastructure]

3 **Resolution approving and authorizing the Director of the Mayor’s Office of**
4 **Housing and Community Development to execute an Infrastructure Loan**
5 **Agreement with Hunters View Associates, L.P., a California limited partnership,**
6 **for a total loan amount not to exceed \$33,903,540 to finance the third phase of**
7 **infrastructure improvements related to the revitalization and master development**
8 **of up to 800 units of replacement public housing, affordable housing and market**
9 **rate housing, commonly known as the Hunters View HOPE SF Development**
10 **(“Hunters View Project”); and adopting findings that the loan agreement is**
11 **consistent with the California Environmental Quality Act, the General Plan, and**
12 **the priority policies of Planning Code, Section 101.1.**

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14 WHEREAS, HOPE SF is the nation’s first large-scale public housing
15 transformation collaborative aimed at disrupting intergenerational poverty, reducing
16 social isolation, and creating vibrant mixed-income communities without mass
17 displacement of current residents; and

18 WHEREAS, HOPE SF, the City’s signature anti-poverty and equity initiative, is
19 committed to breaking intergenerational patterns related to the insidious impacts of
20 trauma and poverty, and to creating economic and social opportunities for current
21 public housing residents through deep investments in education, economic mobility,
22 health and safety; and

23 WHEREAS, The Housing Authority of the City and County of San Francisco
24 (“SFHA”) previously owned and operated 267 units of public housing on the
25 approximately 23-acre site, known as Huntersview; and

1 WHEREAS, The Hunters View Project, which is located in Bayview Hunters
2 Point, is generally bounded by property owned by Pacific Gas & Electric to the north,
3 residential development on the west, Hunters Point Boulevard to the east, and Youth
4 Park and Malcom X Academy to the south, is a mixed-use, mixed-income development
5 with several different components: (i) construction of the public infrastructure to support
6 the Hunters View Project; (ii) development of private affordable housing on affordable
7 parcels in accordance with an affordable housing plan; (iii) development of private
8 residential projects on market rate parcels; and (iv) development of community
9 improvements (e.g., open space areas, community facilities) throughout Hunters View
10 Project; and

11 WHEREAS, In 2007, SFHA issued a Request for Proposals (“RFP”), seeking
12 submittals from qualified respondents to develop the Hunters View Project; and

13 WHEREAS, The John Stewart Company, a California corporation (“JSCo”), in
14 collaboration with Ridge Point Nonprofit Housing Corporation, a California nonprofit
15 public benefit corporation (“Ridge Point”), and Devine and Gong, Inc, a California
16 corporation (“DGI”), jointly responded to the RFP and were selected to be the
17 developer for the Hunters View Project; and

18 WHEREAS, JSCo, Ridge Point, and DGI established a separate entity named
19 Hunters View Associates, L.P., (the “Developer”) under which to plan and develop the
20 Hunters View Project; and

21 WHEREAS, The Hunters View HOPE SF master plan consists of (i) three
22 phases of development that when completed will total a maximum of 800 units, of
23 which at least 267 are replacement units for existing Hunters View households,
24 approximately 137 are additional affordable housing units, and up to 396 units will be
25 for market rate homeownership or rental, (ii) all new streets and utility infrastructure, (iii)

1 2.5 acres of new open spaces, and (iv) approximately 16,000 square feet of new
2 neighborhood serving spaces; and

3 WHEREAS, Hunters View Phase I and Phase II have completed new streets
4 and utilities, along with privately owned publicly accessible parks and new affordable
5 housing containing public housing replacement units and new affordable housing, and
6 rough graded lots for market rate homeownership or rental; and

7 WHEREAS, Hunters View Phase III is the third and final phase of the Hunters
8 View Project; and

9 WHEREAS, Hunters View Phase III is an approximately 7.43-acre infill area that
10 includes the former public housing building foundations and the vacated streets of Wills
11 and Hare Streets, along with West Point Road, all of which is secured with fencing; and

12 WHEREAS, Hunters View Associates, L.P. now desires to complete open space
13 improvements and Public Infrastructure Improvements, as defined in the Public
14 Improvement Agreement for Hunters View Phase III that has been executed by the
15 Developer and is pending City approval, including demolition of existing conditions,
16 mass grading, roadway and utility improvements and the construction of a privately
17 owned publicly accessible park and additional open space improvements (“Project”);
18 and

19 WHEREAS, The Planning Commission, on June 12, 2008, in Motion No. 17617,
20 certified the Hunters View Redevelopment Project Environmental Impact Report
21 (“EIR”), and on February 20, 2020, in Motion No. 20663, adopted an addendum to the
22 EIR dated January 16, 2020, pursuant to the California Environmental Quality Act
23 (California Public Resources Code, Sections 21000 et seq., “CEQA”), and adopted
24 findings in connection with the development of the Hunters View Project, including the
25 Project (“Environmental Findings”); and

1 WHEREAS, The Planning Commission reviewed the Hunters View Project,
2 including the City support as provided by the Project, and found pursuant to CEQA
3 Guidelines (California Code of Regulations Title 14, Sections 15000 et seq.), Sections
4 15162 and 15164, that the actions completed herein are consistent with, and within the
5 scope, of the Hunters View Project analyzed in the EIR and addendum, and that (1) no
6 substantial changes are proposed in the Hunters View Project and no substantial
7 changes have occurred with respect to the circumstances under which this Project will
8 be undertaken that would require major revisions to the EIR due to the involvement of
9 any new significant environmental effects or a substantial increase in the severity of
10 previously identified effects and (2) no new information of substantial importance that
11 was not known and could not have been known with the exercise of reasonable
12 diligence at the time the EIR was certified as complete shows that the Project will have
13 any new significant effects not analyzed in the EIR, or a substantial increase in the
14 severity of any effect previously examined, or that new mitigation measures or
15 alternatives previously found not to be feasible would in fact be feasible and would
16 substantially reduce one or more significant effects of the Project, or that mitigation
17 measures or alternatives which are considerably different from those analyzed in the
18 EIR would substantially reduce one or more significant effects on the environment; and

19 WHEREAS, The Planning Commission, in Motion No. 20663, dated February
20 20, 2020, which incorporated by reference the General Plan Findings set forth in
21 Planning Commission Motion No. 17621, declared that the Hunters View Project
22 (including the Project) is in conformity with the General Plan, and consistent with the
23 eight priority policies of Planning Code, Section 101.1; and

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1 WHEREAS, Copies of the Planning Commission Motions, the Environmental
2 Findings, and additional environmental determination are on file with the Clerk of the
3 Board of Supervisors in File No. 210812 and incorporated herein by reference; and

4 WHEREAS, The City, acting through the Mayor’s Office of Housing and
5 Community Development (“MOHCD”), administers a variety of housing programs that
6 provide financing for the development of new affordable housing and the rehabilitation
7 of single- and multi-family housing for low- and moderate-income households and
8 resources for homeowners in San Francisco; and

9 WHEREAS, MOHCD enters into loan agreements with affordable housing
10 developers and operators; administers loan agreements; reviews annual audits and
11 monitoring reports; monitors compliance with affordable housing requirements in
12 accordance with capital funding regulatory agreements; and if necessary, takes
13 appropriate action to enforce compliance; and

14 WHEREAS, MOHCD provided Developer with loans to commence
15 predevelopment activities for the Project; and

16 WHEREAS, The Developer desires to commence the Project, which includes
17 infrastructure improvements to facilitate the construction of approximately 53 public
18 housing replacement units and 63 new affordable rental units, a new approximately
19 one-acre park, four market rate developments, and two new street segments; and

20 WHEREAS, On July 2, 2021, the Citywide Affordable Housing Loan Committee,
21 consisting of representatives of MOHCD, the Department of Homelessness and
22 Supportive Housing, the Office of Community Investment and Infrastructure, the
23 Controller’s Office of Public Financing, and SFHA, recommended approval to the
24 Mayor of a loan to the Developer for the Project in a total amount not to exceed
25 \$33,903,540 pursuant to an Infrastructure Loan Agreement in substantially the form on

1 file with the Clerk of the Board in File No. 210812, and in such final form as approved
2 by the Director of MOHCD and the City Attorney (“Infrastructure Loan Agreement”);
3 and

4 WHEREAS, The material terms of the Infrastructure Loan Agreement also
5 include: (i) a minimum term of 30 years; (ii) will bear 0.25% interest; and (iii) will be
6 forgiven once the City accepts the improvements and new streets; now, therefore, be it

7 RESOLVED, The Board adopts the Environmental Findings as its own; and, be
8 it

9 FURTHER RESOLVED, That the Board finds that the Project is consistent with
10 the General Plan for the reasons set forth in the February 20, 2020, determination of
11 the Planning Commission and hereby incorporates such findings by reference as
12 though fully set forth in this Resolution; and, be it

13 FURTHER RESOLVED, That the Board of Supervisors hereby approves the
14 Infrastructure Loan Agreement and authorizes the Director of MOHCD or the Director’s
15 designee to enter into any amendments or modifications to the Agreement (including,
16 without limitation, preparation and attachment or, or changes to, any of all of the
17 exhibits and ancillary agreements) and any other documents or instruments necessary
18 in connection therewith that the Director determines, in consultation with the City
19 Attorney, are in the best interest of the City, do not materially increase the obligations
20 or liabilities for the City or materially diminish the benefits of the City, are necessary or
21 advisable to effectuate the purposes and intent of this Resolution and are in
22 compliance with all applicable laws, including the City Charter; and, be it

23 FURTHER RESOLVED, That the Board of Supervisors hereby authorizes and
24 delegates to the Director of MOHCD and/or the Director of Property, and their
25 designees, the authority to undertake any actions necessary to protect the City’s

1 financial security in the Property and enforce the affordable housing restrictions, which
2 may include, without limitation, acquisition of the Property upon foreclosure and sale at
3 a trustee sale, acceptance of a deed in lieu of foreclosure, or curing the default under a
4 senior loan; and, be it

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

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

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1 Recommended

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/s/

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

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